
Loveland Fire Rescue Authority Board Meeting



Station 2
3070 W. 29th Street
Community Room
Loveland, Colorado 80537
Wednesday, January 28, 2015

1:00 PM



Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda
Station 2, 3070 W 29th Street
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Loveland, Colorado 80537
Wednesday, January 28, 2015
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The Loveland Fire Rescue Authority is committed to providing equal opportunity for citizens and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. The Authority will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act. For more information, please contact the ADA Coordinator at bettie.greenberg@cityofloveland.org or 970-962-3319. Wireless access: COLGuest, accesswifi

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

SWEAR IN BOARD MEMBERS

AWARDS AND PRESENTATIONS

PUBLIC COMMENT

CONSENT AGENDA

Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Board acts upon it.

Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.

Anyone making a comment during any portion of today's meeting should come forward state your name and address for the record before being recognized by the Chair. Please do not interrupt other speakers. Side conversations should be moved outside the meeting room. Please limit your comments to no more than five minutes.

1. Consider the Minutes from the Loveland Fire Rescue Authority Board for the December 18, 2014 Regular Board Meeting and the notes from the Planning Meeting on the same day.

End of Consent Agenda

REGULAR AGENDA

Anyone who wishes to address the Board on any item on this part of the agenda may do so when the Chair calls for public comment. All public hearings are conducted in accordance with Board By-Laws. When Board is considering approval, the Authority's By-laws only requires that a majority of the Board quorum be present to vote in favor of the item.

2. Fire Chief 2015 Goals



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3. Consider Actions to Amend the Fire Authority Intergovernmental Agreement Between the City of Loveland and the Loveland Rural Fire Protection District Board Allowing the LFRA Board to Approve Mutual and Auto Aid Agreements Exclusively
 - a. Consider a motion to recommend to both the City Council and the Loveland Rural Fire Protection District approval of the second amendment to the IGA
 - b. Discuss the amendments to the LFRA Rules and Regulations for Consideration at a Future LFRA Board Meeting if both Governing Partners Approve the IGA Amendment
4. Consider a Resolution Approving an Intergovernmental Mutual Aid Response Agreement Between the Loveland Fire Rescue Authority and the Poudre Fire Authority
5. Consider Options for Fire Code Appeals and Consider a motion for a Recommendation to City Council
 - a. Option 1: Designate the LFRA Board as the Final Appeal
 - b. Option 2: Designate the Fire Chief as the Final Appeal
6. Consider a Actions to Change the Fire Rescue Advisory Commission (FRAC) from a City Council Advisory Commission to a LFRA Board Advisory Commission
 - a. Consider a motion to recommend to City Council Municipal Code Amendments Required to Dissolve FRAC as a City Commission
 - b. Discuss LFRA Bylaw Amendments for Consideration at a future LFRA Board Meeting if the City Council approves dissolving the FRAC as a City Commission
7. Discuss Outside Legal Counsel for LFRA
8. Consider a Resolution to Approve a 2015 Revised LFRA Fee Schedule
9. Review Briefing Papers and Correspondence
 - a. Chief's Report
 - b. November Statistics
 - c. December Statistics
 - d. Letters
10. Board Member New Business/Feedback
11. Any Other Business for Board Consideration

ADJOURN

Agenda Item Cover

Item No.: 1

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

Consider the Minutes from the December 18, 2014 Loveland Fire Rescue Authority (LFRA) Board Meeting and the December 18, 2014 LFRA Board Planning Meeting

EXECUTIVE SUMMARY

The attached document, prepared by Roylene Sterkel, is a record of the December 18, 2014 regular meeting of the LFRA Board. The document details the discussions at the meeting including the consent agenda (minutes), approval the meeting calendar and notice location for 2015, election of LFRA Board officers, support for joining the Trust to provide the required Colorado Firefighter Heart and Circulatory Benefits, briefing on the Town of Berthoud's Heron Pointe Annexation, and the Chief's report.

The informal planning meeting notes are prepared by Renee Wheeler as a reminder of the information that was provided. There were two presentations from attorneys that specialize in representing fire districts and authorities that generated considerable discussion on legal representation for LFRA.

BACKGROUND

Standard meeting protocol

STAFF RECOMMENDATION

Approve as written

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

December 18, 2014 Regular Minutes Notes

December 18, 2014 Planning Meeting Notes



Loveland Rural
Fire Protection
District

Fire & Rescue Authority Board Meeting Minutes Thursday, December 18, 2014

Members Present:

Board Chair Jeff Swanty
Mayor Cecil Gutierrez
City Manager Bill Cahill
Rural Board President Dave Legits
Public Safety Admin. Dir. Renee Wheeler
BSC Roylene Sterkel

Rural Board Secretary Greg White
Fire Chief Mark Miller
Chief Ned Sparks
Councilor John Fogle
Assistant City Attorney Tree Ablao

Members Absent:

Division Chief Greg

Visitors:

Battalion Chief Tim Smith
Battalion Chief Rick Davis
Captain Dave Schuetz
Engineer Chris Sandoli
Risk Manager Bettie Greenberg

Call to Order:

Chairman Swanty called the Fire & Rescue Authority Board meeting to order on the above date at 1:05 p.m.

Awards and Presentations:

None

Public Comment:

None

Consent Agenda:

1. Consider the minutes from the Loveland Fire Rescue Authority Board meeting on November 13, 2014.

Mayor Gutierrez moved to approve the Consent Agenda. Councilman Fogle seconded the motion and it carried.

Regular Agenda:

2-3 Approve 2015 Meeting Calendar and Approve the Resolution that Establishes a Board Meeting Notice Location.

The Board discussed three different options for their 2015 meetings. The first option was to keep the meetings on the third Thursday of each month, the second option was to move the meeting dates to the first Thursday of the month and a third option was brought forward to move the meetings to the last Wednesday of the month. The end goal is to make the meetings more effective when coordinating information that needs to flow through the LFRA Board, the Rural District Board meetings and the City Council meetings.

Chief Miller expressed a desire to try to cut down on staff time it takes to prepare 3-4 monthly reports each month based on information available at the due date for each board. The intent is to ensure that the LFRA Board consider all items prior to the partner governing boards. The hope is to create a single monthly report distributed to each board with the flow of information.

After some discussion, the last Wednesday of the month seems to make the most sense and works well with everyone's calendars.

Assistant City Attorney Ablao said Resolution R-040 can be amended to establish the Wednesday dates and designate the location for posting meeting notices.

Mayor Gutierrez moved to approve the last Wednesday of each month at 1:00 at Fire Station 2 as the official date, time and place for the 2015 board meetings. Rural Board President Legits seconded the motion and it carried.

4. Election of 2015 LFRA Board Officers.

Mayor Gutierrez nominated Chairman Swanty as the 2015 Chairperson. Councilor Fogle seconded the nomination and it passed unanimously.

Councilor Fogle nominated Mayor Gutierrez as the 2015 Vice Chair. Rural Board President Legits seconded the nomination and it passed unanimously.

Mayor Gutierrez nominated Roylene Sterkel as the 2015 Secretary to the Board. Councilor Fogle seconded the nomination and it passed unanimously.

5. Review Briefing Papers and Correspondence.

Chief's Report - Chief Miller talked about his *Vision Inventory* plan. He said it's obvious that the LFRA Board has been very successful in their planning processes

and he hopes to do an autopsy of that success to understand why and how the success has moved forward.

The contract for the purchase of **Fire Station 2** has been signed and that property now belongs to Thompson Valley EMS.

Chief Miller said he would like some feedback from the Board on his **Behind the Badge** articles going forward. Councilor Fogle and Mayor Gutierrez said they both had reviewed some of the articles that the Chief had done in Vail. They both feel it's a worthwhile idea. Chief Miller said he has talked with Jeff from the Reporter Herald and he is willing to publish the articles. The Chief said it would probably be one article a month, if that. Chief Miller will run the articles by the City PIO Tom Hacker for his review before they are published.

6. Board Member New Business/Feedback.

None

7. Any Other Business for Board Consideration.

Colorado Firefighter Heart and Circulatory Benefits – BSA Director Wheeler handed out a Colorado Heart Circulatory document that Risk Manager Bettie Greenburg put together to evaluate the options for the board and a proposal from VFIS developed to meet most of the statutory requirements. The board looked at three options which included the VFIS plan, the City self-insuring or a Trust.

Wheeler said that the VFIS plan is limited to 100% of earnings and does not meet the statutory requirements. Greenburg said that VFIS may not pay in every instance and the income benefit is the biggest drawback to the plan. The self-insure option allows more control over claim administration, but the funds set aside are insufficient. We currently don't have the resources to administer the benefits. The Trust which is option 3, is designed to fully comply and fund at no expense to the member other than premiums. The board agreed that the frequency of these types of claims is very low.

Wheeler said that there is \$12,000 that is no longer needed for the Pension Fund that could be used for premiums. The cost to do the Trust would be \$175 a person for 51 firefighters that meet the 5 year service criteria or \$8,925. Greenburg said the premiums will be reimbursed by DOLA and we could do the Trust for a year and then opt out and self-insure when we are more ready to administer the plan.

Mayor Gutierrez asked if we have a standard of fitness for our firefighters. Chief Miller said we have a comprehensive physical and assessment on a yearly basis.

Attorney Ablao said that we could take the Resolution adopting and entering into a trust agreement to City Council on January 6th. Even though something is supposed to be in place by January 1, there is no penalty for being 6 days late.

Mayor Gutierrez moved to approve a Trust for funding the Colorado Firefighter Heart and Circulatory Benefits. Councilor Fogle seconded the motion and it carried.

Heron Point Annexation – Rural Board Secretary White said that the notification on this annexation at the southeast and southwest corners of the intersection at County Road 14 and Taft Avenue was sent to Berthoud, but not to the Rural Fire District. The property owner was given a petition to be part of the Berthoud Fire District. This is an 80 acre parcel that is currently serviced by Loveland Fire Rescue and should continue as such. He doesn't think that Berthoud will object to this and has written a letter to the Chief there. Chief Sparks said that area doesn't have a large call volume and is in an auto-aid area so we would respond either way. It needs to stay in our jurisdiction so that the revenue is retained in the organization that provides the service. White said he doesn't need anything from the Board but wanted them to be aware of the situation and doesn't think it will be an issue. Chairman Swanty said that the board supports Greg's actions.

With no other items to discuss Chairman Swanty adjourned the meeting at 2:15 p.m.

Minutes submitted by Secretary Sterkel



Loveland Fire Rescue Authority (LFRA) Board 2015 Planning Meeting
 Station 2, 3070 W 29th Street
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 Thursday, December 18, 2014
 Directly After the Regular Board Meeting

Notes for the Planning Meeting, Prepared by Renee Wheeler

Members Present:

Board Chair Jeff Swanty	Rural Board Secretary Greg White
Mayor Cecil Gutierrez	Fire Chief Mark Miller
City Manager Bill Cahill	Chief Ned Sparks
Rural Board President Dave Legits	Councilor John Fogle
Public Safety Admin. Dir. Renee Wheeler	Assistant City Attorney Tree Ablao
BSC Roylene Sterkel	

Members Absent:

Division Chief Greg

Visitors:

Battalion Chief Tim Smith
 Battalion Chief Rick Davis
 Captain Dave Schuetz
 Engineer Chris Sandoli

Called to Order approximately 2:40 PM and adjourned approximately 4:45 PM

Meeting Objective:

Discuss topics that need to be considered in 2015 and to provide guidance for setting goals that will be brought to the Board at the January 2015 meeting for a formal vote.

It has been the practice of the LFRA Board to conduct a meeting in December that is very informal in nature to identify topics for study and consideration in 2015 based on the Board member priorities staff provided a brief summary for the most significant topics listed below for discussion.

Proposed Topics for Consideration in 2015

- Fire Authority Maturation Issues – Review the revised plan based on feedback at the November Board meeting and calendar considerations for 2015. A document was attached to the material that summarized priorities that have been highlighted in the last quarter of 2014. Below are additional issues for consideration as well.



Loveland Fire Rescue Authority (LFRA) Board 2015 Planning Meeting
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 Thursday, December 18, 2014
 Directly After the Regular Board Meeting

Outside Legal Representation –

The Board heard presentations from Dino Ross of Ireland Stapleton and Bob Cole of Collins, Cockrel and Cole on legal representation for a Fire Authority. Discussions on the topic ensued resulting in a general consensus that outside counsel as general counsel would be an expensive and duplicative effort on when most of the work done on a regular basis doesn't generate a conflict of interest for Assist City Attorney Tree Ablao. It was also the consensus that an attorney for contentious issues or issues that ACA Ablao felt compromised her ability to serve both the City of Loveland and the Loveland Fire Rescue Authority simultaneously would be beneficial. Staff was directed to get more information on the agreements with attorneys.

Setting Goals for the Fire Chief and outline method for gathering information and providing the 6 month feedback and the 2015 year end performance evaluation. For the Boards consideration, Chief Miller has outlined topics of significance, to include:

- **Personnel** related objectives:
 - Conduct Three E's tours (Excellent, Ethical, Enduring -February 2015) 4th Pillar
 - Command Staff workshop – LFRA WAY/Individual Core Values and Purpose (March – April 2015)
 - Succession Plan (conceptual; by July 2015)
- **Organizational** Related Objectives:
 - F.D. Personnel becoming employees of Authority
 - Completion of Big Thompson Canyon integration into LFRA
 - Station location analysis
 - Training/Certifications for members
 - Operations budget (2016)
 - Fire Rescue Advisory Commission. This is a City Council advisory commission that was expanded to include Rural District representation. The Board expressed an interest in pursuing this with City Council. FRAC serves as appeals board. It was agreed that an alternative appeals process should be evaluated and directed staff to bring options for consideration.
 - Mutual and Auto Aid Agreements – Revise the IGA allow for these agreements to be approved by the LFRA Board exclusively (as opposed to going to all three boards: LFRA Board, Rural District Board and the City Council) given the fair representation of each governing partner on the LFRA Board and the operations nature of such an agreement. The Board was supportive of seeking approval from both governing partners to advance this amendment to the IGA.



Loveland Fire Rescue Authority (LFRA) Board 2015 Planning Meeting
 Station 2, 3070 W 29th Street
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 Thursday, December 18, 2014
 Directly After the Regular Board Meeting

- Swearing in Board Members – The Board agreed that an oath is a measure of demonstrating the same level of commitment as sworn staff and that LFRA Board members should be sworn in at the January Board meeting.
- Strategic Plan Review – There are no major operational or capital recommendations in 2015, other than the refurbishing of the Ladder truck. The Strategic Plan Update that was prepared for the November meeting by Chief Mirowski was attached to the meeting material.

Financial Considerations/Objectives related to Authority maturation

- An overview of the City of Loveland's consideration of a new approach to calculate capital expansion fees used to fund the City's share of new fire related facilities construction and apparatus was discussed. This approach reduces the projected revenues in the capital improvement plan and will have an impact on timing of station construction included in the Strategic Plan.
- Evaluation of new station 10; cost sharing, capital revenue allocation, must be explored in 2015 to enable a meaningful discussion the Rural District mill levy requirements.
- Loveland Rural FPD Mill Levy strategy needs to be developed in 2015.

Community Safety Division Topics

- Building Permit Revenue & Fire Code Adoptions
 - Staff will be completing an overview of the strategy for revising the development review and permitting fee schedule for permits in the Rural District. This new fee schedule is expected to be presented to the Rural District Board in February along with the 2015 Fire Codes. The fees and codes need to be coordinated with the other jurisdictions that also review those plans and permits (Larimer County and the Town of Johnstown).
- 2015 Fire Code Adoption. The fire code is on a three year adoption cycle. The 2015 codes are available for consideration by jurisdictions. The Building Official typically leads this effort at the City of Loveland. The recruitment for a new Building Official is currently in progress. The timing of this effort is dependent upon the recruitment process and the length of time it takes that individual to consider local amendments for consideration once they begin working for the City.
- Building Permit Revenue – LFRA is a partner in the City's development review and permitting process. The building permit fee charged by the City is intended to cover the cost of the process as a whole. Should LFRA receive a portion of the existing fee collected or should a separate LFRA permit fee be



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charged in addition to the City Building Permit Fee?

- Residential Sprinklers (on-going proposal)

Emergency Management

- Consider the development of a regional Emergency Operations Center. What is the appropriate participation in planning and funding for each governing partner, given that the role of Emergency Management extends beyond emergency response to recovery and risk mitigation for the community as a whole for nearly every service provided by the City of Loveland to their citizens?

All of these issues were considered by the Board to be valid issues for consideration in 2015 as goals for the Chief are crafted for the January 28, 2015 LFRA Board meeting.

Information Updates

- Update on legislation that will be proposed that will expand the authorization of fees that can be assessed by the District, so that fees similar to Capital Expansion Fees in the City limits could be collected.
- Status of the effort to sell the Rossum Drive Property – Chief Sparks will be working with the Planning Manager at the City to see what zoning code barriers could be eliminated to make the property more marketable.
- Downtown Properties that the Community Safety Division will be working on to bring into code compliance in 2015 to improve the safety of the buildings downtown.

General information was provided and these issues also were deemed valid for consideration in 2015.

- Heron Pointe Annexation update related to the impact on the Rural District and the legal process required for consideration of properties that are in the Loveland Rural Fire Protection District that the Town of Berthoud would like to annex.

Greg White also provided an overview of the Town of Berthoud Heron Pointe Annexation notice procedures and legal considerations for the Loveland Rural Fire Protection District as the annexation and zoning process progresses. It was the understanding that the time of the meeting that the Developer, Bob Dehn, did not want to petition out of the Loveland Rural Fire Protection District. It was noted that the Berthoud Fire Protection District Chief, the LFRA Chief and the attorneys representing all parties would need to meet to ensure that there is a formal agreement for all future annexations in the adjoining area between the two districts.

Agenda Item Cover

Item No.: 2

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



13 of 93

TITLE

Discuss the 2015 Goals for the Fire Chief

EXECUTIVE SUMMARY

Each year the Chief discusses his professional goals with the Chair of the LFRA Board and the City Manager. These goals serve as the basis for his performance evaluation. They are presented to the Board for their collective consideration.

BACKGROUND

The goals are summarized in the attached document.

STAFF RECOMMENDATION

This is the LFRA Board opportunity to highlight any concerns related to the goals as stated in the attached document.

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

The Chief's personal goals are intended to support the achievement of all three LFRA strategic goals.

ATTACHMENTS

Goals Document



LFRA 2015 Goals

Strategic Plan Goal	Operational Goal	QTR 1	QTR 2	QTR 3	QTR 4
Deliver Cost Effective Services (Includes Leadership and Admin Objectives)	1.0 Integrate the leadership model that focuses on enduring greatness.				
	1.1 Create a 3 E's (Excellent, Ethical, Enduring) focus on personnel development	X			
	1.2 Define individual core values and purpose for command staff to achieve a level of self- reflection that reinforces a strong foundation for developing future leaders in the organization.	X			
	1.3 Develop a succession planning that encourages promotion from within for continuity of values		X		
	1.4 Encourage citizen participation in building LFRA for the future by aligning the citizen advisory board with the governing board. (FRAC)	X			
	1.5 Swear in Board members as a means of demonstrating a shared level of commitment, courage, and compassion expected of employees at LFRA	X			
	2.0 Continue to advance the fire authority governance model to achieve the level of autonomy that most effectively meets the needs of the people we serve and the employees that provide that service.				
	2.1 Clarify Employee affiliation (LFRA vs City) and ensure the current level of benefits are maintained		X		
	2.2 Streamline LFRA policy and decision making process 2.2.1 Mutual and Auto aid agreement approved by the LFRA Board	X			
	2.3 Refine the Strategic Plan that serves as an implementation guide 2.3.1 Develop a strategy for assessing the implementation of Station 10 with the response model (location, cost sharing, securing land)			X	

Strategic Plan Goal	Operational Goal	QTR 1	QTR 2	QTR 3	QTR 4
Deliver Cost Effective Services (Cont'd)	2.3.2 Analyze the impact of the change in the City's Capital Expansion Fee on the planned capital construction and the associated operational impacts		x		
	2.3.3 Build a Rural District mill levy strategy			x	
	2.3.4 Eliminate the barriers to selling the Rossum Drive property		x		
	2.3.5 Evaluate the permitting fee structure to promote cost recovery		x		
Minimize and mitigate the risks of an emergency occurrence in the community.	3.0 Promote safety in the built environment				
	3.1 Adopt the 2015 International Fire Code with the appropriate amendments to implement the residential sprinkler direction established in 2014		x		
	3.2 Build a strategy for enhancing safety in downtown buildings			x	
	3.3 Promote business inspections as a means to achieve volunteer compliance with the fire code and fire safety standards			x	
	3.4 Update the Community Risk Assessment, (accreditation)				
	4.0 Enhance emergency preparedness within the region				
	4.1 Explore a Regional Emergency Operations Center		x		
	4.2 Assessment and exercising of the emergency plans throughout the City organization.				x
	4.3 Development and training of additional personnel for EOC activations			x	
	4.4 Completion of the existing EOC improvements (layout and technology)	x			
Deploy an effective emergency response to minimize damage and loss.	5.0 Execute a skilled response				
	5.1 Complete the integration of the operations of the Big Thompson Canyon Volunteer Department	x			
	5.2 Support personnel well-being effectively through the PEER Support Team	(on-going)			

Strategic Plan Goal	Operational Goal	QTR 1	QTR 2	QTR 3	QTR 4
Deploy an effective emergency response to minimize damage and loss. (cont'd)	5.3 Design the integration of the new Training Center property into facilities used regionally to enhance skills	(on-going)			
	5.4 Enhance the cooperative efforts already in place for multi-agency response to all hazard incidents.	(on-going)			
	5.5 Train on the latest research developed by the Underwriters Laboratory and the National Institute of Standards and Technology	(on-going)			
	5.6 Continue to build on the current strong automatic/mutual aid relationships through joint training efforts.	(on-going)			
	5.7 Use on-going Multi-company and Company Qualification Training to verify the basic skill level of personnel.	(on-going)			
	6.0 Deploy the appropriate incident-specific resources				
	6.1 Prepare a strategy for addressing feedback received in the ISO Evaluation	x	x		
	6.2 Evaluate response effectiveness using the Standards of Cover Benchmarking in the Accreditation Process	x	x		
	6.3 Conduct a self-assessment of the response performance based on the performance indicator tools in the Accreditation Process	x	x		
	6.4 Refurbish the 2000 aerial ladder truck			x	
	6.5 Continue to improve system coverage during training events	(on-going)			

Agenda Item Cover

Item No.: 3

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

Consider Actions to Amend the Fire Authority Intergovernmental Agreement Between the City of Loveland and the Loveland Rural Fire Protection District Board Allowing the LFRA Board to Approve Mutual and Auto Aid Agreements Exclusively

EXECUTIVE SUMMARY

Based on the representation on the Board from both governing bodies and the operational nature of mutual and auto aid agreements, staff is requesting that the LFRA Board recommend to City Council and the Loveland Rural Fire Protection District a second amendment to the intergovernmental agreement that established the Loveland Fire Rescue Authority as a separate legal entity. This amendment would allow for the consideration and approval of mutual and auto aid agreements by the LFRA Board without having to go to each of the governing partners as well.

BACKGROUND

Section 1.9(h) of the intergovernmental agreement that established the Authority provides that the Authority shall have the power to enter into mutual and automatic aid agreements with other emergency services entities; but also requires such agreements to be first approved by the District and the City.

These agreements clarify the area of mutual or auto response, roles and responsibilities, establishes procedures for cooperation and coordination, liability, workers compensation coverage, provides no compensation for services, provides for response determination in terms of availability, generally sets the term for one year renewable annually, and sets procedures for termination of the agreement by either party. They are administrative in nature and are structured similarly; however, they do permit for the use of resources currently owned by each of the entities outside the response area boundaries. This was the reason that the IGA originally included the provision that both governing partner boards would have to approve them after the LFRA Board approved them.

Since the inception in 2012, the LFRA Board has considered eight mutual or auto aid agreements. All of those agreements have been approved by all three Boards. It takes roughly one and half months to two months to get these agreements through the required process for approval.

Tree Ablao, Assistant City Attorney representing LFRA, has drafted a City of Loveland resolution to submit for City Council consideration that is attached. If the City Council and the Loveland Rural Fire Protection District Board approved this action, then the LFRA Board would need to approve an amendment to the LFRA Board

Agenda Item Cover

Item No.: 3

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



18 of 93

approved Rules and Regulations. Ms. Ablao has also drafted that amendment, and it follows the proposed City Council resolution for your review.

STAFF RECOMMENDATION

Consider a motion to recommend to both the City Council and the Loveland Rural Fire Protection District approval of the second amendment to the IGA and provide any feedback related to the proposed amendment to the LFRA Rules and Regulations for consideration at a Future LFRA Board Meeting if both governing partners approve the IGA amendment.

FINANCIAL/ECONOMIC IMPACTS

Reduction in the administrative costs to process these agreements.

ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

Deliver cost effective services.

ATTACHMENTS

Proposed Resolution and Proposed amendment to the LFRA Rules and Regulations

PROPOSED

A RESOLUTION TO APPROVE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND AND THE LOVELAND RURAL FIRE PROTECTION DISTRICT FOR THE ESTABLISHMENT AND OPERATION OF THE LOVELAND FIRE RESCUE AUTHORITY AS A SEPARATE GOVERNMENTAL ENTITY CONCERNING SECTION 1.9(h) MUTUAL AID AND AUTOMATIC AID AGREEMENTS

WHEREAS, On August 19, 2011, pursuant to that Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity (The “Formation Agreement”) the City of Loveland (“City”) and the Loveland Rural Fire Protection District (“District”) created the Loveland Fire Rescue Authority (“Fire Authority”); and

WHEREAS, Section 1.9(h) of the Formation Agreement provides that the Authority shall have the power to enter into mutual and automatic aid agreements with other emergency services entities; but also requires such agreements to be first approved by the District and the City; and

WHEREAS, the LFRA Board has determined that requiring such agreements to be first approved by City Council and the Rural Board is cumbersome and inefficient;

WHEREAS, the City and the Rural District wish to have the Fire Authority Board fully exercise its power to enter into mutual and automatic aid agreements in a timely and efficient manner; and

WHEREAS, the City Council desires to amend Article I of the Formation Agreement to amend section 1.9(h); and

WHEREAS, the City Council finds that it is in the best interests of the Fire Authority to adopt the “Second Amendment To The Intergovernmental Agreement For The Establishment And Operation Of The Loveland Fire Rescue Authority As A Separate Governmental Entity” as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That Section 1.9(h) of Article I of the Formation Agreement is hereby amended as follows:

...

(h) To enter into mutual and automatic aid agreements with other fire and/or emergency service organizations including other special districts, municipalities, counties and sheriff offices, ~~which agreements must be first approved by the Parties’ governing bodies;~~

...

Section 2. That this Resolution shall go into effect as of the date and time of its adoption.

ADOPTED this ____ day of _____, 2015.

PROPOSED Amendment to the LFRA Rules and Regulations

1.0 Execution of Agreements

...

- B. Any agreement or cooperative activity that by its terms is a mutual aid or automatic aid agreement for fire or other emergency services ~~first~~ shall be approved pursuant to this section, ~~and then shall be submitted to the Lovelad Rural Fire Protection District board and the Loveland City Council for approval~~ in order to be operative.

...

Agenda Item Cover

Item No.: 4

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



21 of 93

TITLE

Consider Approval of a Resolution Approving an Intergovernmental Mutual Aid Response Agreement Between the Loveland Fire Rescue Authority and the Poudre Fire Authority

EXECUTIVE SUMMARY

This is a mutual aid agreement that provides that both LFRA and the Poudre Fire Authority will be dispatched to an emergency response within a particular response area. It is a standard agreement necessary to ensure that there are policies and procedures in place for mutual aid response.

BACKGROUND

Poudre Fire Authority (PFA) reviewed their existing mutual aid agreements and identified that the agreement between PFA and LFRA still had the Loveland Fire and Rescue Department organizational title. The only modification to the attached agreement is title of our organization.

This agreement clarifies the roles and responsibilities, establishes procedures for cooperation and coordination, liability, workers compensation coverage, provides no compensation for services with provisions to negotiate the reimbursement of costs for a longer term response, provides for response determination in terms of availability, sets an indefinite term, and set procedures for termination of the agreement by either party.

STAFF RECOMMENDATION

Approve as written

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

ATTACHMENTS

Resolution
Agreement

RESOLUTION # R- 041**A RESOLUTION APPROVING AN INTERGOVERNMENTAL MUTUAL AID
RESPONSE AGREEMENT BETWEEN THE LOVELAND FIRE RESCUE
AUTHORITY AND THE POUDRE FIRE AUTHORITY**

WHEREAS, in accordance with section §29-1-203 of the Colorado Revised Statutes, governments may cooperate or contract one with another to provide any function, service or facility lawfully authorized to each of the respective units of governments; and

WHEREAS, in accordance with C.R.S. §29-1 -201, governments are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, the Poudre Fire Authority (“PFA”) and Loveland Fire Rescue Authority (“LFRA”) are independent governmental entities duly organized and existing in accordance with Colorado law are called upon to respond to emergency areas contained within their respective jurisdictions; and

WHEREAS, PFA and LFRA (collectively, the "Participating Agencies") are called upon to respond to emergencies occurring in areas contained within their respective jurisdictions; and

WHEREAS, the Participating Agencies strive to improve the emergency services provided within their respective jurisdictions through mutual aid responses; and

WHEREAS, the Participating Agencies have entered into an Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance which is intended to be separate and distinct from circumstances to be addressed by this Agreement; and

WHEREAS, notice to the Participating Agencies of fire emergencies in the designated area is made by and through the Participating Agencies' Emergency Communications Centers ("Comm. Centers"); and

WHEREAS, it is the intent and desire of the Participating Agencies to provide an emergency fire response system that meets the health, safety and welfare needs of the affected residents; and

WHEREAS, by the terms Section 1.0 of the Rules and Regulations of the Loveland Fire Rescue Authority, such agreements must be presented to and approved by the LFRA Board of Directors; and

WHEREAS, the LFRA Board of Directors finds that it is in the best interests of the Fire Authority to adopt the “Mutual Aid Agreement” attached hereto as **Exhibit A** and incorporated by reference (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOVELAND FIRE RESCUE AUTHORITY, STATE OF COLORADO, AS FOLLOWS:

Section 1. That the Agreement is hereby approved.

Section 2. That the Fire Chief is hereby authorized and directed to execute the Agreement on behalf of the Loveland Fire Authority, subject to City Council and Loveland Fire Protection District approval and to such modifications in form or substance as the Fire Chief, in consultation with the City Attorney, may deem necessary to effectuate the purposes of this Resolution or to protect the interests of the Fire Authority.

Section 3. That this Resolution shall go into effect as of the date and time of its adoption.

ADOPTED this 28th day of January, 2015.

Jeffrey M. Swanty, Chairperson

ATTEST:

Secretary

Approved as to form:



Teresa Ablao
Assistant City Attorney

MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of December, 2014 by and between the POUDRE FIRE AUTHORITY ("PFA") and LOVELAND FIRE AND RESCUE AUTHORITY ("LFRA"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, PFA is a fire authority which was established by intergovernmental agreement between the City of Fort Collins, Colorado, and the Poudre Valley Fire Protection District of Larimer County, Colorado, organized for the purposes of providing fire protection and other emergency services within the territorial limits of the City of Fort Collins and the Poudre Valley Fire Protection District; and

WHEREAS, LFRA is a fire authority which was established by intergovernmental agreement between the City of Loveland, Colorado, and the Loveland Rural Fire Protection District of Larimer County, Colorado, organized for the purposes of providing fire protection and other emergency services within the territorial limits of the City of Loveland and the Loveland Rural Fire Protection District; and

WHEREAS, in accordance with section §29-1-203 of the Colorado Revised Statutes, governments may cooperate or contract one with another to provide any function, service or facility lawfully authorized to each of the respective units of governments; and

WHEREAS, in accordance with C.R.S. §29-1 -201, governments are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, the Poudre Fire Authority and Loveland Fire Rescue Authority are independent governmental entities duly organized and existing in accordance with Colorado law are called upon to respond to emergency areas contained within their respective jurisdictions; and

WHEREAS, the Parties have entered into an Intergovernmental Agreement For Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance which is intended to be separate and distinct from circumstances to be addressed by this Agreement; and

WHEREAS, it is the intent and desire of the Parties to provide emergency responses in non-disaster circumstances to assist each other, as provided below, in protecting the health, safety and welfare of residents in each jurisdiction; and

WHEREAS, it is to the mutual advantage and benefit of the PFA and the LFRA that each of them assist the other, as hereinafter provided, in the event of a fire or other emergency that endangers life or property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Requested Response. Each of the parties hereto agrees to respond to reported fires and other emergencies endangering life of property located in the jurisdiction or area of operation of other party if such mutual aid and assistance is requested by the other party. In so responding, the responding party shall provide mutual aid and assistance in fighting the fire or responding to the emergency to the extent that it chooses in its sole discretion.
2. Request for Aid. Any request for aid under this Agreement by a party shall include a statement of the amount and type of equipment and personnel requested from the responding party, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually to be furnished by the responding party shall be determined at the sole discretion of the responding party.
3. Command. The officer-in-charge of the responding party shall report to the requesting party's officer-in-charge at the location to which the equipment is dispatched and shall be under the direction and control of the requesting party's officer-in-charge. The equipment and personnel that are provided by the responding party shall be under the immediate command and control of the responding party's officer-in-charge.
4. Termination of Aid. The responding party shall be permitted to withdraw its personnel and/or equipment from the scene of any incident in the requesting party's jurisdiction when;
 - a. The personnel and/or equipment are released by the requesting party's officer-in-charge;
 - b. The conditions at the incident create and extraordinary risk of injury or death to the responding party's personnel; or
 - c. The needs of the responding party require the return of its personnel and/or equipment to its jurisdiction.
5. Compensation/Reimbursement. No party to this Agreement shall be required to pay any compensation to any other party for any services rendered hereunder, the mutual aid and assistance to be afforded under this agreement being considered adequate compensation to all parties. Notwithstanding the foregoing, the intent of the

Parties is that the responding party may make resources and personnel available for short-term aid and assistance. In the event the requesting party requires more long-term assistance from the responding party, or at any time the responding party determines that there is a need for reimbursement, the responding party will notify the requesting party of its intention to request reimbursement. The parties will then negotiate the extent to which the requesting party will reimburse the responding party. In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred in response to hazardous materials or disaster-emergency, fire, or other incidents that may be eligible for reimbursement by local, state or federal agencies or any other third parties. The requesting party agrees that it will reasonably pursue any legal reimbursement possible and upon receipt of any such reimbursement (after subtracting the reasonable costs of pursuing and collecting the reimbursement), will distribute the received funds in a fair and equitable manner to the responding party based upon a pro rata share of their documented expenses.

6. Effect of Agreement. This Agreement is not intended to, nor should it be construed to, affect or extend the legal responsibilities of either of the parties hereto; or create or modify any pre-existing legal obligations, if any. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

7. Liability. The parties hereto agree, in accordance with the provisions of Section 29-5-108, C.R.S., that during the time that a responding party's personnel and equipment are assigned under this Agreement to temporary duty within the jurisdiction of the requesting party any liability which accrues under the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., on account of a negligent or otherwise tortious act of the responding party's firefighter or other personnel while performing such duties shall be imposed upon the requesting party not the responding party. Nothing in this Agreement shall be deemed a waiver of the defenses and limitations of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., nor deemed to confer any benefits to any person not a party to this Agreement.

8. Benefits. Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., if any firefighter or other personnel of the responding party is injured, disabled, or dies as a result of performing his or her services under this Agreement within the boundaries of the requesting party, said individual shall remain covered by, and be eligible for, the worker's compensation and firefighter's pension benefits which said individual would otherwise be entitled to receive if the injury, disability, or death had occurred within the boundaries of the responding party.

9. Attorneys' Fees. In the event of any of the respective parties hereto shall default in any of the covenants or obligations herein provided and a party not in default commences a legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all off the non-defaulting party's reasonable expenses of such litigation, including a reasonable sum for attorneys' fees.

10. Term. This Agreement shall be effective as of the date and year first above written and shall continue in effect indefinitely. Any party to this Agreement may terminate its interest in this Agreement at any time by serving fifteen (15) days prior written notice to all other parties of such termination.

11. Governing Law. It is expressly understood and agreed by and between the parties hereto that this Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado.

12. Assignment. This Agreement shall not be assigned by any of the parties hereto without the prior written consent of the other parties.

13. Relationship of Parties. The parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this agreement.

14. Headings. Headings used in this Agreement are for the convenience of reference and shall not control or affect the meaning or interpretation of any provision of this Agreement.

15. Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto, and shall be deemed to be and contain the entire understanding and agreement among the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by all the parties hereto.

16. Severability. If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected thereby.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

POUDRE FIRE AUTHORITY

By: 

Chairperson

ATTEST:

Kirsten A. Howard
Secretary

APPROVED AS TO FORM:

Poudre Fire Authority Attorney

LOVELAND FIRE AND RESCUE AUTHORITY

By: _____
Chairperson

ATTEST:

Secretary

Agenda Item Cover

Item No.: 5

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

Consider Options for Fire Code Appeals and Consider a motion for a Recommendation to City Council

EXECUTIVE SUMMARY

The Fire Rescue Advisory Commission currently is charged with serving as the appeals board for any Fire Code Official determinations by City Ordinance 15.04.152. The Commission members expressed concern about the difficulty of this quasi-judicial role as a citizen advisory board, where the primary responsibility of the commission is advising City Council on policy issues from a citizen's perspective as opposed to interpreting fire codes.

Two options are submitted for consideration:

- a. Option 1: Designate the LFRA Board as the Final Appeal
- b. Option 2: Designate the Fire Chief as the Final Appeal

BACKGROUND

Tree Ablao, Assistant City Attorney representing LFRA, has drafted the City of Loveland ordinance language changes that would be required and the corresponding LFRA Bylaw changes that would be required for either option.

Option 1 would shift the responsibility of the hearing an appeal of the fire code official and making a determination to the LFRA Board. It would operate basically the same but a policy making board would be in the position to make the determination. Option 2 would designate the Fire Chief as the final appeal. With either option the appellant's recourse after the Fire Chief or LFRA decision would be to take the matter to district court.

STAFF RECOMMENDATION

Option 2 is recommended because eliminates the consideration of code interpretation out of the political arena and discourages using the process as a technique to delay any required compliance.

FINANCIAL/ECONOMIC IMPACTS

Agenda Item Cover

Item No.: 5

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



There is a negligible financial or economic difference between the current process and the proposed options.

ASSOCIATED STRATEGIC GOALS

Minimize and mitigate the risks of an emergency occurrence in the community.

ATTACHMENTS

Options 1: Proposed City Municipal Code Revisions and LFRA Bylaw Revisions

Option 2: Proposed City Municipal Code Revisions and LFRA Bylaw Revisions

OPTION 1

Proposed Changes to the Loveland Municipal Code re: Appeal of Fire Code Official Determinations (for LFRA as appeals Board)

15.04.150 Appeals.

The construction advisory board shall serve as the board of appeals in connection with all codes adopted in this Title 15 by reference with the exception of appeals arising out of the fire code adopted by this Title. ~~The fire and rescue advisory commission shall serve as the board of appeals in connection with appeals arising out of said fire code.~~

15.04.152 Appeals to Loveland Fire Rescue Authority~~the fire and rescue advisory commission.~~

A. If under the fire code adopted by this Title 15 a person is denied a permit, has a permit revoked, ~~or~~ is issued an order to correct or abate, or issued a stop work order by the code official, such person may appeal the code official's action to the ~~fire and rescue advisory~~Loveland Fire Rescue Authority board by filing ~~with the code official~~ a written notice of appeal to the code official not later than fifteen days after the permit has been denied or revoked or fifteen days after the issuance of an order to correct or abate or stop work order, which notice shall specifically state the appellant's grounds for appeal.

B. ~~If the fire and rescue advisory commission~~The Loveland Fire Authority board may authorize the issuance of a denied permit or rescind the revocation of a permit, order to correct or abate, or a stop work order, and when doing so may designate and impose such conditions as it may reasonably determine to be justified under the circumstances only if the board determines the following:

1. ~~Tdetermines that~~ the denial of the permit, the revocation of the permit, order to correct or abate or the issuance of a stop work order is not justified under the applicable provisions of the fire code; or

2. ~~T~~that the alternative design, materials, or methods of construction proposed by the appellant are equivalent to those prescribed by the applicable fire code provisions concerning quality, strength, effectiveness, fire resistance, durability, safety and all other pertinent factors and adequately protect the health safety or welfare of the occupant, intended occupants, surrounding properties and the public generally; or

3. That the applicable requirements, of the fire code would work an undue and unique hardship upon the appellant. An appeal based on undue hardship must also include a statement from the appellant specifying the nature and extent of the hardship;

4. And, that the issuance of the denied permit or the rescission of the revocation of a permit, order to correct or abate, or stop work order will not unreasonably jeopardize the health, safety and welfare of the occupant, intended occupants, surrounding properties and the public generally. ,the commission may authorize issuance of the denied permit, rescind the revocation of the permit, or rescind the stop work order and, when doing so, may designate and impose such conditions as it may reasonably determine to be justified under circumstances.

15.04.155 Review by City Council.

The appellant or the city official whose decision was appealed under Section 15.04.151 to the construction advisory board ~~or under Section 15.04.152 to the fire and rescue advisory commission~~, and who is aggrieved by the decision of the ~~applicable~~ appeal board, may appeal that decision to the city council. In addition, ~~any member of the fire and rescue advisory commission~~ the Fire Chief may appeal a decision of the construction advisory board reasonably related to a fire related issue. A person appealing a decision of the construction advisory board shall file a written notice of appeal with the city's building official no later than fifteen days after the board's decision and shall in the notice the grounds for appeal. ~~A person appealing a decision of the fire and rescue advisory commission shall file a written notice of appeal with the city's code official not later than fifteen days after the commission's decision and shall state in the notice the grounds for appeal.~~ In the event of such appeal to the city council, the powers and duties set forth in Section 15.04.151 ~~and Section 15.04.152, as applicable~~, shall be exercised by the city council, which shall conduct a new public hearing on the matter.

Proposed Changes to the LFRA By-Laws **re: Appeal of Fire Code Official Determinations (for LFRA as appeals Board)**

New section 5.h of LFRA bylaws

h. Appeals.

Filing of notice of appeal.

If under the fire code adopted by the District or the city a person is denied a permit, has a permit revoked, is issued an order to correct or abate, or issued a stop work order by the fire code official, such person may appeal the code official's action by filing a written notice of appeal to the LFRA board secretary not later than fifteen days after the permit has been denied or revoked or fifteen days after the issuance of a notice to correct or abate or stop work order, which notice shall specifically state the appellant's grounds for appeal and any data or documentation upon which the appellant seeks to rely.

Scheduling the appeal.

Upon receipt of an appeal, the board secretary shall schedule a date for hearing the appeal, which hearing shall be held no later than fifteen (15) days after the filing of the notice of appeal unless a later date is agreed to by the appellant. Written notice of the date, time and place of the hearing shall be sent by the fire chief electronically or US Mail to the appellant no less than seven (7) calendar days prior to the date of said hearing. Notice shall also be provided to the administrative decision maker regarding the decision that is the subject of the appeal. Said notice shall include a copy of the notice of appeal.

Procedure at hearing; burden of proof; final decision.

1. In hearing an appeal that has been filed under these provisions, the LFRA board shall hear the matter de novo, and shall not be limited to the evidence originally presented by or to an administrative decision maker. The LFRA board's decision shall be based on the evidence and such criteria as exist in the code.

2. At the hearing, the LFRA board shall provide the appellant and the code official an opportunity to present testimony and evidence regarding the matter being appealed. This shall include:

- a. Presentation by the appellant and any other interested parties of evidence and argument in support of the appeal
- b. Presentation by code official of evidence and argument in opposition to the appeal
- c. Presentation of rebuttal arguments, as permitted in the discretion of the fire chief.

3. The burden of proof in the hearing shall be on the appellant.

4. The LFRA board shall issue its final decision in writing no later than fifteen (15) days following the hearing, and shall provide a copy of such decision to all appellants and the code official.

5. The LFRA board may authorize the issuance of a denied permit or rescind the revocation of a permit, order to correct or abate, or a stop work order, and when doing so may designate and impose such conditions as it may reasonably determine to be justified under the circumstances only if the LFRA board determines the following:

a. That the denial of the permit, the revocation of the permit, order to correct or abate or the issuance of a stop work order is not justified under the applicable provisions of the fire code; or

b. That the alternative design, materials, or methods of construction proposed by the appellant are equivalent to those prescribed by the applicable fire code provisions concerning quality, strength, effectiveness, fire resistance, durability, safety and all other pertinent factors and adequately protect the health safety or welfare of the occupant, intended occupants, surrounding properties and the public generally; or

c. That the applicable requirements of the fire code would work an undue and unique hardship upon the appellant. An appeal based on undue hardship must also include a statement from the appellant specifying the nature and extent of the hardship;

d. And, that the issuance of the denied permit or the rescission of the revocation of a permit, order to correct or abate, or stop work order will not unreasonably jeopardize the health, safety and welfare of the occupant, intended occupants, surrounding properties and the public generally.

6. The decision of the LFRA board shall be final, subject only to such judicial review, if any, as may be available under the Colorado Rules of Civil Procedure. The date of the LFRA board's written decision shall be the date of final action for the purpose of any such subsequent judicial review of the decision of the LFRA board.

OPTION 2

Proposed Changes to the Loveland Municipal Code re: Appeal of Fire Code Official Determinations (for Fire Chief as final appeal)

15.04.150 Appeals.

The construction advisory board shall serve as the board of appeals in connection with all codes adopted in this Title 15 by reference with the exception of appeals arising out of the fire code adopted by this Title. ~~The fire and rescue advisory commission shall serve as the board of appeals in connection with appeals arising out of said fire code.~~

15.04.152 Appeals arising out of the fire code ~~to the fire and rescue advisory commission.~~

A. If under the fire code adopted by this Title 15 a person is denied a permit, has a permit revoked, ~~or~~ is issued an order to correct or abate, or issued a stop work order by the code official, such person may appeal the code official's action to the ~~fire and rescue advisory~~ fire chief ~~board~~ by filing ~~with the code official~~ a written notice of appeal to the fire chief~~code official~~ not later than fifteen days after the permit has been denied or revoked or fifteen days after the issuance of an order to correct or abate or stop work order, which notice shall specifically state the appellant's grounds for appeal.

B. ~~If the fire and rescue advisory commission~~ The fire chief may authorize the issuance of a denied permit or rescind the revocation of a permit, order to correct or abate, or a stop work order, and when doing so may designate and impose such conditions as it may reasonably determine to be justified under the circumstances only if the fire chief determines the following:

1. ~~Tdetermines~~ that the denial of the permit, the revocation of the permit, order to correct or abate or the issuance of a stop work order is not justified under the applicable provisions of the fire code; or

2. ~~T~~that the alternative design, materials, or methods of construction proposed by the appellant are equivalent to those prescribed by the applicable fire code provisions concerning quality, strength, effectiveness, fire resistance, durability, safety and all other pertinent factors and adequately protect the health

safety or welfare of the occupant, intended occupants, surrounding properties and the public generally; or

3. That the applicable requirements, of the fire code would work an undue and unique hardship upon the appellant. An appeal based on undue hardship must also include a statement from the appellant specifying the nature and extent of the hardship;

4. And, that the issuance of the denied permit or the rescission of the revocation of a permit, order to correct or abate, or stop work order will not unreasonably jeopardize the health, safety and welfare of the occupant, intended occupants, surrounding properties and the public generally. ,the commission may authorize issuance of the denied permit, rescind the revocation of the permit, or rescind the stop work order and, when doing so, may designate and impose such conditions as it may reasonably determine to be justified under circumstances.

15.04.155 Review by City Council.

The appellant or the city official whose decision was appealed under Section 15.04.151 to the construction advisory board ~~or under Section 15.04.152 to the fire and rescue advisory commission~~, and who is aggrieved by the decision of the ~~applicable~~ appeal board, may appeal that decision to the city council. In addition, ~~any member of the fire and rescue advisory commission~~ the Fire Chief may appeal a decision of the construction advisory board reasonably related to a fire related issue. A person appealing a decision of the construction advisory board shall file a written notice of appeal with the city's building official no later than fifteen days after the board's decision and shall in the notice the grounds for appeal. ~~A person appealing a decision of the fire and rescue advisory commission shall file a written notice of appeal with the city's code official not later than fifteen days after the commission's decision and shall state in the notice the grounds for appeal.~~ In the event of such appeal to the city council, the powers and duties set forth in Section 15.04.151 ~~and Section 15.04.152, as applicable,~~ shall be exercised by the city council, which shall conduct a new public hearing on the matter.

Proposed Changes to the LFRA By-Laws
re: Appeal of Fire Code Official Determinations (for Fire Chief as final appeal)

New section 5.h of LFRA bylaws

h. Appeals.

Filing of notice of appeal.

If under the fire code adopted by the District or the city a person is denied a permit, has a permit revoked, is issued an order to correct or abate, or issued a stop work order by the fire code official, such person may appeal the code official's action by filing a written notice of appeal to the fire chief not later than fifteen days after the permit has been denied or revoked or fifteen days after the issuance of a notice to correct or abate or stop work order, which notice shall specifically state the appellant's grounds for appeal and any data or documentation upon which the appellant seeks to rely.

Scheduling the appeal.

Upon receipt of an appeal, the fire chief shall schedule a date for hearing the appeal, which hearing shall be held no later than fifteen (15) days after the filing of the notice of appeal, unless a later date is agreed to by the appellant. Written notice of the date, time and place of the hearing shall be sent by the fire chief secretary electronically or US Mail to the appellant no less than seven (7) calendar days prior to the date of said hearing. Notice shall also be provided to the administrative decision maker regarding the decision that is the subject of the appeal. Said notice shall include a copy of the notice of appeal.

Procedure at hearing; burden of proof; final decision.

1. In hearing an appeal that has been filed under these provisions, the fire chief shall hear the matter de novo, and shall not be limited to the evidence originally presented by or to an administrative decision maker. The fire chief's decision shall be based on the evidence and such criteria as exist in the code.

2. At the hearing, the fire chief shall provide the appellant and the code official an opportunity to present testimony and evidence regarding the matter being appealed. This shall include:

- a. Presentation by the appellant and any other interested parties of evidence and argument in support of the appeal
- b. Presentation by code official of evidence and argument in opposition to the appeal

c. Presentation of rebuttal arguments, as permitted in the discretion of the fire chief.

3. The burden of proof in the hearing shall be on the appellant.

4. The fire chief shall issue his or her final decision in writing no later than fifteen (15) days following the hearing, and shall provide a copy of such decision to all appellants and the code official.

5. The fire chief may authorize the issuance of a denied permit or rescind the revocation of a permit, order to correct or abate, or a stop work order, and when doing so may designate and impose such conditions as it may reasonably determine to be justified under the circumstances only if the chief determines the following:

a. That the denial of the permit, the revocation of the permit, order to correct or abate or the issuance of a stop work order is not justified under the applicable provisions of the fire code; or

b. That the alternative design, materials, or methods of construction proposed by the appellant are equivalent to those prescribed by the applicable fire code provisions concerning quality, strength, effectiveness, fire resistance, durability, safety and all other pertinent factors and adequately protect the health safety or welfare of the occupant, intended occupants, surrounding properties and the public generally; or

c. That the applicable requirements of the fire code would work an undue and unique hardship upon the appellant. An appeal based on undue hardship must also include a statement from the appellant specifying the nature and extent of the hardship;

d. And, that the issuance of the denied permit or the rescission of the revocation of a permit, order to correct or abate, or stop work order will not unreasonably jeopardize the health, safety and welfare of the occupant, intended occupants, surrounding properties and the public generally.

6. The decision of the fire chief shall be final, subject only to such judicial review, if any, as may be available under the Colorado Rules of Civil Procedure. The date of the fire chief's written decision shall be the date of final action for the purpose of any such subsequent judicial review of the decision of the fire chief.

Agenda Item Cover

Item No.: 6

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

Consider a Actions to Change the Fire Rescue Advisory Commission (FRAC) from a City Council Advisory Commission to a Loveland Fire Rescue Authority (LFRA) Board Advisory Commission

EXECUTIVE SUMMARY

The Fire Rescue Advisory Commission over the years has played an important role in strategic planning and policy considerations. Since LFRA Board is responsible for setting policy of the Authority, the citizen advisory board that is responsible for bringing the citizen's perspective to policy considerations should be aligned with the decision-making authority. This would require that the LFRA Board make a recommendation to the Loveland City Council to dissolve the commission as a City Commission. If they approve that action, then the LFRA Board would reinstate them as an ad hoc commission and the LFRA Bylaws would require an amendment.

BACKGROUND

When the Fire Authority was established, the City Council added two positions to the seven member commission for representation from the Rural District, Loveland Municipal Code section 2.60.110(B), and the alignment of the commission remained with City Council. This section of the code specifically identifies the purpose of the commission as an advisory body to the City Council and to the Loveland Fire Rescue Authority in the implementation of the fire protection master plan and the future strategic planning for the city and the Authority. In addition, the commission shall serves as an advisory body to the Fire Chief concerning fire protection, rescue, and emergency management issues.

Tree Ablao, Assistant City Attorney representing LFRA, has drafted the changes that would be required of the municipal code and the LFRA Bylaws. They are attached for review. Because the municipal code in Section 15 also designates the Fire Rescue Advisory Board as the appeals board the two actions need to be considered simultaneously.

The commission is recommended to be an ad hoc commission when it is reinstated with the LFRA Board. This would allow for them to invest their time specifically associated with project work (i.e. updating the Strategic Plan or the Rural District Mill Levy Strategy). If at some point in the future there is no project to work, then meetings could be suspended. The mechanics of how this would work would be approved by the LFRA Board as an addition to the Rules and Regulations document that identifies how LFRA administrative policies and procedures are handled.

Agenda Item Cover

Item No.: 6

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



The roster for the commission is attached. There are ten positions listed. However, Jon Smela's term is expired, and he continues to serve as Chair until another Chair is designated. Therefore, one of the three vacancies listed is the position he currently "occupies". He is scheduled for the required interview to be considered for appointment February 11. If City Council appoints him to a new term at the next available City Council meeting, then that would leave two city vacant positions for recruitment.

STAFF RECOMMENDATION

A motion to recommend to City Council that the Fire Rescue Advisory Commission be dissolved as a City of Loveland commission allowing for them to be re-established as a Loveland Fire Rescue Authority advisory commission.

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

All three strategic goals.

ATTACHMENTS

Proposed City of Loveland Municipal Code and LFRA Bylaw Amendments
City Ordinance that increased the number FRAC positions to nine
Fire Rescue Advisory Commission Roster

Proposed changes regarding the FRAC

2.60.110 Repealed. Fire and rescue advisory commission.

~~A. There is established a fire and rescue advisory commission consisting of nine members, seven of whom shall be appointed by the city council to serve a term of three years, and two of whom shall be appointed by the Loveland Rural Fire Protection District board of directors to serve a term to be determined by the District. The District shall have authority to appoint one member of its board to serve as a non-voting liaison to the commission. Members appointed by the city council or the District shall not be employees or volunteers of the city.~~

~~B. The purpose of the fire and rescue advisory commission shall be to serve as an advisory body to the city council and to the Loveland Fire Rescue Authority in the implementation of the fire protection master plan and future strategic planning for the city and the Authority. In addition, the commission shall serve as an advisory body to the fire chief concerning fire protection, rescue, and emergency management issues. (Ord. 5654 § 1, 2011)~~

New Section 7. of Bylaws (renumber subsequent sections accordingly)

Section 7. Fire and rescue advisory commission.

A. There is established a fire and rescue advisory commission consisting of nine members who, as of January 1, 2015, have been previously appointed by the city and the District. When each of those sitting members' terms expire, new members ~~who~~ will be appointed by the board as follows: seven of whom shall be residents of the city appointed by the city council to serve a term of three years, and three of whom shall be appointed residents by of the Loveland Rural Fire Protection District ~~board of directors~~ to serve a term to be determined by the District. The District and the city shall have authority to appoint one member of its board and council to serve as a non-voting liaison to the commission. Members appointed by the Board city council or the District shall not be employees or volunteers of the city or the District.

B. The purpose of the fire and rescue advisory commission shall be to serve as an advisory body as an ad hoc commission to the ~~city council and to the~~ Loveland Fire Rescue Authority and to the fire chief concerning specific projects concerning

fire protection, rescue and emergency services as well as in the implementation of the fire protection master plan and future strategic planning for ~~the city and the~~ Authority. ~~In addition, the commission shall serve as an advisory body to the fire chief concerning fire protection, rescue, and emergency management issues.~~

Proposed changes regarding the FRAC

2.60.110 Repealed. Fire and rescue advisory commission.

~~A. There is established a fire and rescue advisory commission consisting of nine members, seven of whom shall be appointed by the city council to serve a term of three years, and two of whom shall be appointed by the Loveland Rural Fire Protection District board of directors to serve a term to be determined by the District. The District shall have authority to appoint one member of its board to serve as a non-voting liaison to the commission. Members appointed by the city council or the District shall not be employees or volunteers of the city.~~

~~B. The purpose of the fire and rescue advisory commission shall be to serve as an advisory body to the city council and to the Loveland Fire Rescue Authority in the implementation of the fire protection master plan and future strategic planning for the city and the Authority. In addition, the commission shall serve as an advisory body to the fire chief concerning fire protection, rescue, and emergency management issues. (Ord. 5654 § 1, 2011)~~

New Section 7. of Bylaws (renumber subsequent sections accordingly)

Section 7. Fire and rescue advisory commission.

A. There is established a fire and rescue advisory commission consisting of ~~nine~~ seven members who, as of January 1, 2015, have been previously appointed by the city and the District. When each of those sitting members' terms expire, ~~new~~ members ~~who will be appointed by the board~~ as follows: ~~Four, seven~~ of whom shall be ~~residents of the city appointed by the city council~~ to serve a term of three years, and ~~two~~ three of whom shall be ~~appointed residents by of~~ the Loveland Rural Fire Protection District ~~board of directors~~ to serve a term to be determined by the District. The District ~~and the city~~ shall have authority to appoint one member of its board ~~and council~~ to serve as a non-voting liaison to the commission. Members appointed by the ~~Board city council or the District~~ shall not be employees or volunteers of the city ~~or the District~~.

B. The purpose of the fire and rescue advisory commission shall be to serve as an advisory body ~~as an ad hoc commission~~ to the ~~city council and to the~~ Loveland Fire Rescue Authority ~~and to the fire chief concerning specific projects concerning~~

fire protection, rescue and emergency services as well as in the implementation of the fire protection master plan and future strategic planning for ~~the city and the~~ Authority. ~~In addition, the commission shall serve as an advisory body to the fire chief concerning fire protection, rescue, and emergency management issues.~~

FIRST READING: November 15, 2011

SECOND READING: December 6, 2011

ORDINANCE #5654

AN ORDINANCE AMENDING SECTION 2.60.110 OF THE LOVELAND MUNICIPAL CODE TO MODIFY THE PURPOSE OF THE FIRE AND RESCUE ADVISORY COMMISSION TO REFLECT THE CREATION OF A FIRE AUTHORITY AND TO INCREASE THE LOVELAND RURAL FIRE PROTECTION DISTRICT'S REPRESENTATION ON THE COMMISSION TO INCLUDE VOTING MEMBERS

WHEREAS, On August 19, 2011, pursuant to an intergovernmental agreement between the City of Loveland ("City") and the Loveland Rural Fire Protection District ("District"), the Loveland Fire Rescue Authority ("Fire Authority") was created as a separate governmental entity with a beginning operational date of January 1, 2012 at 12:01 a.m.; and

WHEREAS, the Fire Authority will be responsible for the effective provisions of fire and emergency services within the jurisdictional boundaries of the City and the District and will be advised by the City's Fire and Rescue Advisory Commission ("Commission") on the implementation of the City's fire protection master plan and future strategic planning for fire and emergency services; and

WHEREAS, the City and the District desire to modify the language regarding the purpose of the Commission to reflect that it now will advise both the Fire Authority and the City and further desire to increase the District's representation on the Commission to include voting members, and to reflect the District's increased role in the Fire Authority; and

WHEREAS, the Commission, currently comprised of nine voting members, of whom all are appointed by the City Council, and one non-voting member of whom is a District board member appointed by the District, would be modified to have seven voting City Council-appointed members, two voting District-appointed members and one non-voting liaison from the District's board.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That section 2.60.110 of the Loveland Municipal Code regarding the fire and rescue advisory commission is hereby amended to read in full as follows:


2.60.110 Fire and rescue advisory commission.

- A. There is established a fire and rescue advisory commission consisting of nine members, seven of whom shall be appointed by the city council to serve a term of three years, and two of whom shall be appointed by the Loveland Rural Fire Protection District board of directors to serve a term to be determined by the District. The District shall have authority to appoint one member of its board to serve as a non-voting liaison to the commission. Members appointed by the city council or the District shall not be employees or volunteers of the city.
- B. The purpose of the fire and rescue advisory commission shall be to serve as an advisory body to the city council and to the Loveland Fire Rescue Authority in the implementation of the fire protection master plan and future strategic planning for the city and the Authority. In addition, the commission shall serve as an advisory body to the fire chief concerning fire protection, rescue, and emergency management issues.

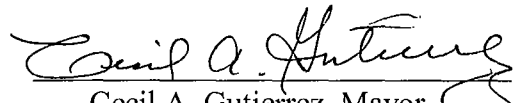
Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect ten (10) days after its final publication as provided in the City Charter Section 4-8(b).

ADOPTED 6th day of December, 2011.

ATTEST:


City Clerk



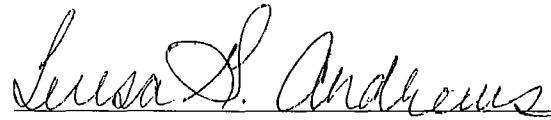

Cecil A. Gutierrez, Mayor

APPROVED AS TO FORM:


Assistant City Attorney

Ordinance #5654

I, Teresa G. Andrews, City Clerk of the City of Loveland, Colorado, hereby certify that the above and foregoing Ordinance was introduced at a regular (or special) meeting of the City Council, held on November 15, 2011 and was initially published in the Loveland Daily Reporter-Herald, a newspaper published within the city limits in full on November 19, 2011 and by title except for parts thereof which were amended after such initial publication which parts were published in full in said newspaper on December 10, 2011.


City Clerk

Effective Date: December 20, 2011

FIRE AND RESCUE ADVISORY COMMISSION

<u>MEMBER</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>APPOINT- MENT DATE</u>	<u>EXPIRA- TION DATE</u>
City Commission Members				
Jonathan Q. Smela jqstanley@comcast.net	236 Riker Ct Loveland CO 80537	H 667-3981 B 898-9439	4/3/12	6/30/14 serves until replacement named
Dave Adams david@heroshand.com	2522 N Empire Ave Loveland CO 80538	H 667-8229 B 217-1440	8/21/12	6/30/15
Vacant				6/30/15
Paul W. Pfeiffer pfeiffer331@gmail.com	331 Morgan Dr Loveland CO 80537	H 635-1907 B (303) 692-2896	8/21/07 7/20/10 11/19/13	6/30/16
Elton Bingham ecbingham@frii.com	3326 Indigo Ct Loveland CO 80538	H 669-9449 B 663-4145	2/4/14	6/30/16
Vacant				6/30/16
Leo Wotan leowotan@gmail.com	3608 Akron Ct Loveland CO 80538	H 669-0479 B 663-2400	1/6/15	6/30/17
Vacant				6/30/17
Rural Commission Members				
Bob Boggio bboggio2@lpbroadband.net	3905 Glade Rd Loveland CO 80538	H 667-4472 B 430-8157	10/9/13	
William Tillman william.tillman@thompsonschoools.org	3 Idlewild Ln Loveland CO 80537	H 669-3008 B 613-7576	7/25/12	
Cecil Gutierrez Mayor@cityofloveland.org Council Liaison	1035 Crabapple Loveland CO 80538	H 619-0025 Phone Mail: 962-2190		
Leroy E. Anderson (Andy) Rural Board Liaison	808 Ptarmigan Run Loveland, CO 80538	H 402-2839	7/27/10	
Mark Miller, Chief Mark.Miller@cityofloveland.org Staff Liaison	410 E 5 St Loveland CO 80537	B 962 2827		
Bonnie Wright Bonnie.Wright@cityofloveland.org Office Support	410 E 5 St Loveland CO 80537	B 962-2497		

The term on the Commission is three years.

Two members are appointed by the Rural Fire Protection District and serves a term that is determined by the District.
1/22/15

Agenda Item Cover

Item No.: 7

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

Discuss Outside Legal Counsel for LFRA

EXECUTIVE SUMMARY

The Board is in the process of exploring representation from outside legal counsel to avoid any conflict of interest that may be involved when the an attorney from the City Attorney's Office is representing LFRA.

BACKGROUND

When the LFRA Board is considering policy direction in the best interest of the greater community (both the City and Rural District), an attorney from the City could be in a position where they would be in a perceived or actual position of City bias. The Board directed staff to research options. Two outside attorneys, with significant expertise with formulating and representing fire authorities and districts, made presentations to the LFRA Board at the December 18, 2014 planning meeting. Each of them indicated while it can be accomplished, it is difficult to "serve two masters". If the Board choses to hire outside legal counsel, then the scope of those services will need to be identified as either general counsel, where the outside attorney would attend meetings, review contracts and handle all legal matters or as special counsel, where they would be assigned particular projects with the current City Attorney assigned to LFRA (Tree Ablao) continuing to offer the operational legal support.

Both attorneys have submitted sample engagement letters for Board consideration. Dino Ross from Ireland Stapleton has submitted two engagement letters, one for general counsel and one for special counsel. Bob Cole from Collins, Cockrel, and Cole has submitted a single engagement letter that is used for both purposes, the specific role would identified in the first paragraph.

If the Board choses to hire an outside attorney, the financial commitment of resources will need to be considered. The fee LFRA is budgeted to pay the City of Loveland for legal services in 2015 is \$34,978. This is based on an investment of 32% of their time. If the attorney were to invest the same amount time (32% of 2,080 hours or 666 hours for the year), then it would cost LFRA up to \$199,800 (\$300/hr X 666 hrs). When the authority was established, one of the founding objectives was to avoid duplication of effort between the three organizations to save the citizens of our response area money in the long term planning horizon.

STAFF RECOMMENDATION

Agenda Item Cover

Item No.: 7

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



50 of 93

Select an attorney for special counsel, placing a limit on the number of legal service hours for the year and direct staff to bring a supplemental appropriation to the next board meeting.

FINANCIAL/ECONOMIC IMPACTS

The financial impact will be dependent upon the scope of services and the firm selected.

ASSOCIATED STRATEGIC GOALS

Deliver cost effective services.

ATTACHMENTS

Ireland Stapleton engagement letters

Collins, Cockrel, and Collings engagement letter



DINO A. ROSS
 Attorney & Counselor at Law
 303 • 628 • 3686 (direct)
 303 • 623 • 2062 (fax)
 dross@irelandstapleton.com

December 23, 2014

Via e-mail: Mark.Miller@cityofloveland.org

Board of Directors
 Loveland Fire Rescue Authority
 810 E. 10th Street
 Loveland, CO 80537

Re: ***General Counsel Representation by Ireland, Stapleton, Pryor & Pascoe, P.C.***

Dear Board members:

This letter sets forth the terms of our firm's engagement as general counsel for the Loveland Fire Rescue Authority ("***Fire Authority***").

1. *Effective Date of Engagement.* The effective date of our engagement is February 1, 2015.

2. *Scope of Representation.* We understand that as of the effective date the Fire Authority will cease utilizing the legal services of the Loveland City Attorney and the attorney for the Loveland Rural Fire Protection District, and that we will represent the Fire Authority as general counsel. As general counsel, we will provide legal services to the Fire Authority with respect to any matter within our experience, training and capabilities. Our legal services will be provided only on an as-requested basis. Unless you specifically request it, we will not attend regular or special Board meetings or study sessions, and we will not prepare or provide legal advice regarding Board motions, resolutions, contracts, budgets or any other routine activity by the Board, the individual Directors, or any current or future staff. Because our services will be provided only on an "as requested" basis, we assume no on-going obligation to ensure the Fire Authority's administration and operations are in compliance with current or future federal, state or local laws. Nor do we assume any obligation to ensure that all of the Fire Authority's legal matters are addressed, as we will only have knowledge of, and provide legal services with respect to, those specific matters for which our services are requested.

3. *Fees and Billing.* Our fees will be based upon time charges using hourly billing rates charged by each attorney or paralegal working on legal matters for the Fire Authority. My discounted billing rate for fire departments is \$295.00 per hour. The discounted hourly rate of our fire departments associate attorney, Emily Powell, is \$245.00. Many of the other attorneys and paralegals who may assist with the Fire Authority's legal matters also have discounted fire

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 2

department rates. In general, rates for paralegals and other attorneys who may assist on the Fire Authority's legal matters range from \$130.00 - \$155.00 (paralegals) to \$170.00 - \$245.00 (associates) to \$270.00 - \$400.00 (partners). We may adjust our hourly rates at any time with prior notice to you.

Attorneys and paralegals will bill time in one-tenth (1/10) of an hour increments. For example, a six-minute telephone conference with me at the hourly rate of \$295.00 would result in a charge of \$29.50; if the call lasted a half hour, the charge would be \$147.50. We will not charge for travel time to and from the Fire Authority to attend Board meetings.

Generally, invoices for fees and expenses will be submitted to the Fire Authority monthly and are due upon receipt. We are happy to review any questions about our bills. If invoices remain unpaid after thirty (30) days, we will consider them in default, and we may terminate the relationship and collect outstanding balances and costs of collection (including reasonable attorneys' fees).

4. *Out-of-Pocket Expenses.* The Fire Authority will be billed for computer research, large copying projects, delivery and courier fees, and other out-of-pocket expenses. We will charge mileage at the then-current mileage rate established by the Internal Revenue Service.

5. *Record Retention/Destruction.* After ten (10) years from the termination of our relationship, we have the right but not the obligation to destroy any files created and maintained by us during the term of our engagement.

6. *Dispute Resolution.* The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage the Fire Authority to feel free at all times to raise questions about any aspect of our representation. If a dispute arises and we are unable to reach a satisfactory resolution of it, the Fire Authority may have the right to request arbitration under applicable Colorado Bar Association procedures. In the event of any dispute that relates to our entitlement to any payment from the Fire Authority, all undisputed amounts shall be paid immediately by the Fire Authority and this payment shall not constitute any admission by the Fire Authority concerning disputed amounts.

7. *Termination.* Our firm and the Fire Authority each have the right to terminate the relationship at any time by written notice. In such event, the Fire Authority will immediately pay all legal fees and expenses incurred prior to the termination, and we will provide reasonable assistance in effecting a transfer of files and responsibilities to new counsel.

Please review this engagement letter carefully, and if you have any questions concerning its terms, do not hesitate to call. If these arrangements are acceptable to you, please acknowledge your acceptance by signing a copy of this letter below and returning the signed copy to me.

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 3

Sincerely,

IRELAND, STAPLETON, PRYOR & PASCOE, P.C.

A handwritten signature in dark ink, appearing to read "Dino A. Ross". The signature is stylized with a large, looped initial "D" and a cursive "Ross".

Dino A. Ross

THE ABOVE AGREEMENT IS
ACCEPTED AND AGREED TO:

LOVELAND FIRE RESCUE AUTHORITY

By: _____
President

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 4

**ADDENDUM
PUBLIC SERVICES CONTRACT**

C.R.S. §8-17.5-101, *et seq.*, prohibits the Loveland Fire Rescue Authority from entering into services contracts with any person or entity employing illegal aliens. The law requires all services contracts to contain certain provisions intended to ensure those providing services to the Fire Authority do not employ illegal aliens. In accordance with this law, this Addendum supplements our Firm's agreement with the Fire Authority by incorporating the following terms and conditions:

a. The Firm will not knowingly employ or contract with an illegal alien in providing services to the Fire Authority; nor will we enter into a contract with a subcontractor who fails to certify that it will not knowingly employ or contract with an illegal alien to perform work in connection with the service we provide to the Fire Authority. Pursuant to C.R.S. § 8-17.5-102, the Firm certifies it does not knowingly employ or contract with an illegal alien who will perform work in connection with the service we provide the Fire Authority, and the Firm will participate in the E-Verify Program or the State Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees newly hired by the Firm for the purpose of providing its services to the Fire Authority. Under no circumstances will we use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants during the course of our Firm's providing services to the Fire Authority.

b. If, while providing services to the Fire Authority, our Firm acquires actual knowledge that a subcontractor performing work in connection with such services knowingly employs or contracts with an illegal alien, the Firm will (i) notify the subcontractor and the Fire Authority within three business days that the Firm has actual knowledge the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontractor's contract if within three business days of receiving the notice required in (i), above, the subcontractor does not stop employing or contracting with the illegal alien; except, the Firm will not terminate the subcontractor's contract if during the three business days the subcontractor provides information establishing the subcontractor has not knowingly employed or contracted with an illegal alien.

c. The Firm will comply with any reasonable request by the Colorado Dept. of Labor & Employment made during an investigation pursuant to C.R.S. § 8-17.5-102(5).

d. The Firm agrees that, if it violates one of the foregoing provisions, the Fire Authority may terminate our services, and may seek actual and consequential damages. The Firm acknowledges the Fire Authority also will notify the Secretary of State, which may take further action against the Firm.

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 5

**PRIVACY POLICY NOTICE TO CLIENTS OF
IRELAND, STAPLETON, PRYOR & PASCOE, P.C.**

Attorneys, like other professionals who advise on personal and financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with income tax, estate tax, and gift tax advice, we may receive significant personal and financial information from our clients. If you are a client of Ireland, Stapleton, Pryor & Pascoe, P.C., you should know all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law.

We retain records relating to professional services we provide so we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.



DINO A. ROSS
Attorney & Counselor at Law
303 • 628 • 3686 (direct)
303 • 623 • 2062 (fax)
dross@irelandstapleton.com

December 23, 2014

Via e-mail: Mark.Miller@cityofloveland.org

Board of Directors
Loveland Fire Rescue Authority
810 E. 10th Street
Loveland, CO 80537

Re: ***Special Counsel Representation by Ireland, Stapleton, Pryor & Pascoe, P.C.***

Dear Board members:

This letter sets forth the terms of our firm's engagement as special counsel for the Loveland Fire Rescue Authority ("***Fire Authority***").

1. *Effective Date of Engagement.* The effective date of our engagement is February 1, 2015.

2. *Scope of Representation.* We understand that the Fire Authority will continue to utilize the legal services of the Loveland City Attorney and the attorney for the Loveland Rural Fire Protection District, and that we will represent the Fire Authority only as special counsel. As special counsel, our legal services will be provided only on an as-requested basis as to specific legal matters. Because our services will be provided only on an "as requested" basis, we assume no on-going obligation to ensure the Fire Authority's administration and operations are in compliance with current or future federal, state or local laws. Nor do we assume any obligation to ensure that all of the Fire Authority's legal matters are addressed, as we will only have knowledge of, and provide legal services with respect to, those specific matters for which our services are requested.

3. *Fees and Billing.* Our fees will be based upon time charges using hourly billing rates charged by each attorney or paralegal working on legal matters for the Fire Authority. My discounted billing rate for fire departments is \$295.00 per hour. The discounted hourly rate of our fire departments associate attorney, Emily Powell, is \$245.00. Many of the other attorneys and paralegals who may assist with the Fire Authority's legal matters also have discounted fire department rates. In general, rates for other paralegals and attorneys who may assist on the Fire Authority's legal matters range from \$130.00 - \$155.00 (paralegals) to \$170.00 - \$245.00 (associates) to \$270.00 - \$400.00 (partners). We may adjust our hourly rates at any time with prior notice to you.

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 2

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4. *Out-of-Pocket Expenses.* The Fire Authority will be billed for computer research, large copying projects, delivery and courier fees, and other out-of-pocket expenses. We will charge mileage at the then-current mileage rate established by the Internal Revenue Service.

5. *Record Retention/Destruction.* After ten (10) years from the termination of our relationship, we have the right but not the obligation to destroy any files created and maintained by us during the term of our engagement.

6. *Dispute Resolution.* The attorney-client relationship is one of mutual trust and confidence. Therefore, we encourage the Fire Authority to feel free at all times to raise questions about any aspect of our representation. If a dispute arises and we are unable to reach a satisfactory resolution of it, the Fire Authority may have the right to request arbitration under applicable Colorado Bar Association procedures. In the event of any dispute that relates to our entitlement to any payment from the Fire Authority, all undisputed amounts shall be paid immediately by the Fire Authority and this payment shall not constitute any admission by the Fire Authority concerning disputed amounts.

7. *Termination.* Our firm and the Fire Authority each have the right to terminate the relationship at any time by written notice. In such event, the Fire Authority will immediately pay all legal fees and expenses incurred prior to the termination, and we will provide reasonable assistance in effecting a transfer of files and responsibilities to new counsel.

Please review this engagement letter carefully, and if you have any questions concerning its terms, do not hesitate to call. If these arrangements are acceptable to you, please acknowledge your acceptance by signing a copy of this letter below and returning the signed copy to me.

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 3

Sincerely,

IRELAND, STAPLETON, PRYOR & PASCOE, P.C.

A handwritten signature in dark ink, appearing to read "Dino A. Ross". The signature is stylized with a large, looped initial "D" and a cursive "Ross".

Dino A. Ross

THE ABOVE AGREEMENT IS
ACCEPTED AND AGREED TO:

LOVELAND FIRE RESCUE AUTHORITY

By: _____
President

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 4

**ADDENDUM
PUBLIC SERVICES CONTRACT**

C.R.S. §8-17.5-101, *et seq.*, prohibits the Loveland Fire Rescue Authority from entering into services contracts with any person or entity employing illegal aliens. The law requires all services contracts to contain certain provisions intended to ensure those providing services to the Fire Authority do not employ illegal aliens. In accordance with this law, this Addendum supplements our Firm's agreement with the Fire Authority by incorporating the following terms and conditions:

a. The Firm will not knowingly employ or contract with an illegal alien in providing services to the Fire Authority; nor will we enter into a contract with a subcontractor who fails to certify that it will not knowingly employ or contract with an illegal alien to perform work in connection with the service we provide to the Fire Authority. Pursuant to C.R.S. § 8-17.5-102, the Firm certifies it does not knowingly employ or contract with an illegal alien who will perform work in connection with the service we provide the Fire Authority, and the Firm will participate in the E-Verify Program or the State Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees newly hired by the Firm for the purpose of providing its services to the Fire Authority. Under no circumstances will we use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants during the course of our Firm's providing services to the Fire Authority.

b. If, while providing services to the Fire Authority, our Firm acquires actual knowledge that a subcontractor performing work in connection with such services knowingly employs or contracts with an illegal alien, the Firm will (i) notify the subcontractor and the Fire Authority within three business days that the Firm has actual knowledge the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontractor's contract if within three business days of receiving the notice required in (i), above, the subcontractor does not stop employing or contracting with the illegal alien; except, the Firm will not terminate the subcontractor's contract if during the three business days the subcontractor provides information establishing the subcontractor has not knowingly employed or contracted with an illegal alien.

c. The Firm will comply with any reasonable request by the Colorado Dept. of Labor & Employment made during an investigation pursuant to C.R.S. § 8-17.5-102(5).

d. The Firm agrees that, if it violates one of the foregoing provisions, the Fire Authority may terminate our services, and may seek actual and consequential damages. The Firm acknowledges the Fire Authority also will notify the Secretary of State, which may take further action against the Firm.

Board of Directors
Loveland Fire Rescue Authority
December 23, 2014
Page 5

**PRIVACY POLICY NOTICE TO CLIENTS OF
IRELAND, STAPLETON, PRYOR & PASCOE, P.C.**

Attorneys, like other professionals who advise on personal and financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with income tax, estate tax, and gift tax advice, we may receive significant personal and financial information from our clients. If you are a client of Ireland, Stapleton, Pryor & Pascoe, P.C., you should know all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law.

We retain records relating to professional services we provide so we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

COLLINS COCKREL & COLE

A PROFESSIONAL CORPORATION

PAUL R. COCKREL
JAMES P. COLLINS
ROBERT G. COLE
TIMOTHY J. FLYNN
EVAN D. ELA
LINDA M. GLESNE
DAVID A. GREHER

ATTORNEYS AT LAW
390 UNION BOULEVARD, SUITE 400
DENVER, COLORADO 80228-1556

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ASSOCIATES

KATHRYN G. WINN
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JOSEPH W. NORRIS

OF COUNSEL

ERIC C. JORGENSEN
JOAN M. FRITSCH

DIRECT E-MAIL
rcole@cccfirm.com
DIRECT DIAL
303-218-7197

January 20, 2015

VIA E-MAIL

Board of Directors
Loveland Fire Rescue Authority
4900 Earhart Road
Loveland, CO 80538

Re: Letter of Engagement

Dear Board Members:

We understand that the Loveland Fire Rescue Authority (the “Client”) desires to appoint Collins Cockrel & Cole, a professional corporation (the “Attorney”), as the Authority’s general/special counsel, for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Attorney will advise the Client on all Authority-related matters referred to the Attorney by the Client. We will take our direction from the Board of Directors (“Board”) through the Chair or Vice Chair of the Board or the Fire Chief, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Attorney. We do not represent (i) any person or entity (except the Authority itself), (ii) individual members of the Board, (iii) employees or agents of the Authority, or (iv) any Authority member (collectively, the “Other Persons”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Attorney owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

January 20, 2015
Page 2

2. Designation of Attorney and Assistants.

I, Bob Cole, a Partner in the firm, am designated as the Attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

3. Compensation.

The Attorney shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The Attorney supervises the work product of associates, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Attorney shall not be obligated to perform any Services if payment of fees is sixty days overdue.

The Attorney's current billing rates are subject to adjustment, but not by more than ten percent collectively at any time without written notice.

4. Expenses.

Expenses for which the Attorney will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance. Mileage to the Loveland area will not be charged.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by Attorneys and staff will be billed at current billing rates. Trips will be coordinated with other

January 20, 2015

Page 3

clients, to the extent possible, to minimize travel costs. Expenses for travel to the Loveland area will not be billed unless overnight stay is required.

(c) Long-Distance Telephone Service.

No charge.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

January 20, 2015
Page 4

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Attorney will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of Attorney.

5. Communications between Attorney and Client.

Written and oral communication between the Attorney and the Client on the Client's matters shall be made using all current forms of technology including mail, express courier, courier, fax, email, land-based telephone, cellular telephone and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Attorney and instruct the Attorney as to any unacceptable means of communication for Client matters.

6. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Attorney in the representation of the Client. All expressions made by the Attorney relative thereto are solely matters of the Attorney's opinion.

7. Power of Attorney to Execute Documents.

The Client grants to the Attorney the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

January 20, 2015
Page 5

8. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Attorney for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Attorney, will not be retained indefinitely. Upon Client request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request its files, we will keep the files and information therein for a minimum of seven years, after which we may retain, destroy or otherwise dispose of them as we deem appropriate, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services and (ii) any documents that the Client is obligated by law to retain.

9. Illegal Alien Certification.

Pursuant to the requirements of H.B. 06-1343, the Attorney certifies that the Attorney will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Attorney will not knowingly employ or contract with an illegal alien to perform work for the Client. The Attorney has verified that the Attorney (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Everify Program administered by the Department of Labor and Employment; and (ii) otherwise will comply with the requirements of Section 8-17.5-102(1), C.R.S., regarding such verification. The Attorney agrees to comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If we do not comply with any requirement of Section 8-17.5-101 et seq., C.R.S., regarding illegal alien verification, the Client may immediately terminate the Attorney's Services, subject to payment for work performed prior to the termination date as described herein.

10. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Attorney. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

January 20, 2015
Page 6

11. Term.

The agreement represented by this letter shall remain in effect until terminated by written notice of either party.

**Collins Cockrel & Cole,
a Professional Corporation**

Loveland Fire Rescue Authority



By: Robert G. Cole

By: Jeff Swanty, Chairperson

January 20, 2015
Page 7

FEE SCHEDULE

Partner	\$300	-	\$355
Of Counsel	\$250	-	\$295
Associate	\$180	-	\$245
Paralegal	\$125	-	\$190
Paralegal Assistant	\$100	-	\$120

These hourly rates are uniform for all legal services provided, including litigation. Fees encompass the ordinary costs of providing such legal services, including, but not limited to: secretarial time, mileage and travel costs, long distance telephone charges, and routine numbers of copies.

Agenda Item Cover

Item No.: 8

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



TITLE

A Resolution to Approve the 2015 Revised LFRA Schedule of Fees, Rates and Charges

EXECUTIVE SUMMARY

This resolution approves the revised fire related fees for the Loveland Fire Rescue Authority, originally adopted in September 11, 2014 to be effective January 1, 2015. The effective date for the revised fees would be March 1, 2015.

BACKGROUND

Section 1.9(f) of the IGA that established the Loveland Fire Rescue Authority would approve the fee schedule and then partner agencies, the City of Loveland and the Loveland Rural Fire Protection District, must approve the fee schedule before it can become effective.

The fees have been evaluated both for the City and the Rural District. The revised schedule is intended to make existing fees more clear and to change the philosophy associated with inspection fees that are associated with building and the installation of fire protection systems.

The clarity of the fee table for customers is intended to be improved by organizing the list of fees as they are organized on the two permit forms that are issued to customers (Hazmat and Special Permits), and it includes valuation list for the fire protection systems. Customers inside the City limits previously had to refer to the section of the City's fee schedule for Building permits. The records request fees charged were located in the City fee schedule under City Clerk. We have included them here for convenience.

All building and fire protection systems permit fees will include the cost of the inspection. Building and fire protection system installation permits will be charged in the Rural District by valuation instead of square feet to be more consistent in our response areas. This intended to create more equitable fees for the variety of construction projects in the Rural District (i.e, adding a vestibule compared to constructing a new gun range). The complexity of the projects and the investment in ensuring fire code compliance and safety is better reflected in the fee assessment by valuation.

The exhibit attached to the resolution lists the revised fees compared to the 2014 fees. When the fees were adopted for January 1, 2015 the only fee that changed was the hourly Special Event fee (from \$40/hr to \$42/hr). All fees that are proposed to be changed are in bold. \$100 permit fees have been added for liquefied propane gas (LPG) portable tank exchange stations and bulk storage dispensers. The spraying and dipping operations fees have been consolidated, instead of listing several different operations separately. Open Burn permits haven't been charged so that fee has been eliminated. LFRA is more interested in notification and

Agenda Item Cover

Item No.: 8

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



69 of 93

safety so it traditionally hasn't been charging a fee that could discourage the public from contacting us. The Haunted House/Maze fees was previously excluded from the fee schedule in error.

There is no action required on the Rural District Fee Schedule. It is provided here so that the LFRA Board could see how it integrates with the LFRA Fee Schedule and to highlight the change on building permits from square feet to valuation.

STAFF RECOMMENDATION

Approve the resolution as written

FINANCIAL/ECONOMIC IMPACTS

Enable LFRA to charge fees in an effort to recover a portion of the cost to deliver Community Safety services.

ASSOCIATED STRATEGIC GOALS

Deliver cost effective services.

ATTACHMENTS

Resolution

Revised Fee Schedule

RESOLUTION #R-042**A RESOLUTION APPROVING THE 2015 REVISED SCHEDULE OF RATES,
CHARGES AND FEES FOR SERVICES PROVIDED BY
THE LOVELAND FIRE RESCUE AUTHORITY**

WHEREAS, the Loveland Fire Rescue Authority (“Fire Authority”) is authorized to fix fees, rates and charges for functions, services and facilities provided by the Fire Authority by Section 1.9(f) the terms of the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 (“Formation Agreement”); and

WHEREAS, the Fire Authority adopted a schedule of rates, fees and charges for providing services and functions performed by the Fire Authority in 2015 on September 11, 2014 and the City of Loveland approved them on October 14, 2014; and

WHEREAS, the Fire Authority believes that the inspection fees should be included in the permit fee already assessed thereby eliminating the inspection fees on the schedule; that liquefied propane gas portable tank exchange systems and bulk storage dispensing sites should be assessed a permit fee; that the open burn permit fee should be eliminated; and that records request fees should be included; and

WHEREAS, Fire Authority staff has presented the Fire Authority Board with a schedule of proposed rates, charges and fees, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (“2015 Revised Schedule of Rates, Charges and Fees”) ; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOVELAND FIRE RESCUE AUTHORITY, STATE OF COLORADO, AS FOLLOWS:

Section 1. That the 2015 Revised Schedule of Rates, Charges and Fees, attached hereto as Exhibit A, is hereby approved and adopted for services provided by the Loveland Fire Authority and shall apply to all services and functions provided by the Fire Authority on or after March 1, 2015.

Section 2. That this Resolution shall supersede in all respects all previous resolutions of the Fire Authority which set the rates, charges and fees now being set, for all services and functions provided by the Fire Authority on or after March 1, 2015.

Section 3. That notwithstanding the foregoing, the rates, charges and fees set in the original 2015 fee scheduled shall continue in full force and effect from the date of this Resolution until they are superseded on March 1, 2015 as provided for herein.

Section 4. That this Resolution shall take effect as of the date of its approval and adoption.

APPROVED AND ADOPTED this 28th day of January, 2015.

ATTEST:

Jeffrey M. Swanty, Chairperson

Secretary

Approved as to form:

Teresa Ahlao
Assistant City Attorney

Loveland Fire Rescue Authority Revised Fee Schedule

**Changes Proposed for January LFRA
Board Consideration and City Council
Consideration February 2015**

Description	2014 Fee	2015 Fee
Fire Protection Systems Permit and Plan Review Fees: (same as the City Building Permit Fees based on valuation)		
\$1 to \$500	\$23.50	\$23.50
\$500 to \$2,000 for first \$500	\$23.50	\$23.50
Plus, for each additional \$100 or fraction thereof	\$3.05	\$3.05
\$2,001 to \$25,000, for the first \$2,000	\$69.25	\$69.25
Plus, for each additional \$1,000 or fraction thereof	\$14.00	\$14.00
\$25,001 to \$50,000, for the first \$25,000	\$391.75	\$391.75
Plus, for each additional \$1,000 or fraction thereof	\$10.10	\$10.10
\$50,001 to \$100,000, for the first \$50,000	\$643.75	\$643.75
Plus for each additional \$1,000 or fraction thereof	\$7.00	\$7.00
\$100,001 to \$500,000, for the first \$100,000	\$993.75	\$993.75
Plus for each additional \$1,000 or fraction thereof	\$5.60	\$5.60
\$500,001 to \$1,000,000, for the first \$500,000	\$3,233.75	\$3,233.75
Plus for each additional \$1,000 or fraction thereof	\$4.75	\$4.75
\$1,000,001 and up, fir the first \$1,000,000	\$5,608.75	\$5,608.75
Plus for each additional \$1,000 or fraction thereof	\$3.65	\$3.65
Plan Review Fees are in addition to the Permits Fee and is 65% of the Permit Fee		65% of Permit Fee
Inside the City: City of Loveland Use Tax and Larimer County Tax, percentage on 1/2 of valuation		3.65%

Fire Operational Permit Fees - Hazardous Processes, Conditions or Locations:

Liquefied Propane Gas (LPG) Portable Tank Exchange System per 36 cylinders		\$100.00
Liquefied Propane Gas (LPG) Bulk Storage Dispensing		\$100.00
Spraying or Dipping Operations		\$100.00
Compressed Gas Facilities, small - single tank dispensing	\$50.00	\$100.00
Compressed Gas Facilities, large - bulk facilities	\$100.00	\$100.00
Explosive or Blasting Permit	\$100.00	\$100.00
Fireworks Retail & Wholesale Sales Permit	\$1,500.00	\$1,500.00
Fireworks Display Permit	\$200.00	\$200.00
Flammable or Combustible Liquid Tank Removal, per tank	\$100.00	\$100.00
Hazardous Materials Storage/Dispensing/Production	\$100.00	\$100.00
High-Piled Combustible Storage Permit	\$100.00	\$100.00
Hot-Work Operations and Cutting Permit	\$50.00	\$50.00
Cryogenic Fluid Facility	\$100.00	\$100.00

Loveland Fire Rescue Authority Revised Fee Schedule

Changes Proposed for January LFRA
Board Consideration and City Council
Consideration February 2015

Description	2014 Fee	2015 Fee
Fire Special Permit Fees:		
Open Burning Permit	\$50.00	\$0.00
Special Event Fee - small	\$100.00	\$100.00
Special Event Fee - large	\$200.00	\$200.00
Standby Event Coverage, per hour, per person required	\$40.00	\$42.00
Report Fee	\$5-15.00	\$5-15.00
Record Retrieval (<i>one hour minimum</i>), per hour	\$35.00	\$35.00
School Inspection Fee	\$125.00	\$125.00
School Building Plan Review	\$300.00	\$300.00
Tent & Canopy Permit	\$50.00	\$50.00
Bonfire Standby, per event	\$350.00 minimum	\$350.00 minimum
Haunted House/Maze Permit		\$100.00

Fire Inspection Fees: (As of 2015 the inspection fees are considered to be included in the permit fee)

<u>Sprinkler Installation Inspections:</u>		
<u>1-9 Heads:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>10-99 Heads:</u>		
Per Inspection	\$70.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>100 to 1000 Heads:</u>		
Per Inspection	\$95.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Additional Inspections for All Sprinkler Systems:</u>		
(i.e. 200 lb. test, 2" drain test and inspectors tests), per inspection	\$40.00	\$0.00
<u>Alarm & Detection Systems:</u>		
Per Inspection (up to 5 devices)	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
Per Inspections (6 - 30 devices)	\$70.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
Per Inspection (over 30 devices)	\$95.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Hood & Duct Extinguishing Systems:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Paint Booth Extinguishing Systems:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Paint Booth Using Combustible or Flammable Liquids:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Dip Tank Operations Using Combustible/Flammable Liquids Installation:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00

Loveland Fire Rescue Authority Revised Fee Schedule

Changes Proposed for January LFRA
Board Consideration and City Council
Consideration February 2015

Description	2014 Fee	2015 Fee
<u>LPG or Natural Gas Facilities Inspection:</u>		
Per Inspection	\$100.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Combustible Dust-Producing Operations Inspection:</u>		
Per Inspection	\$100.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Spray and Dipping Operations Inspection:</u>		
Per Inspection	\$100.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Other Special Extinguishing Systems:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Standpipe Systems:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Halon Extinguishing Systems:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Fuel Dispensing Facilities & Transfer Equipment:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00
<u>Flammable or Combustible Tank:</u>		
Per Inspection	\$50.00	\$0.00
Per Re-Inspection	\$75.00	\$0.00

After Hours Inspection (minimum 2 hours):

Per Inspection per hour (Any inspection before or after normal business hours of 8 AM - 5 PM Monday - Friday or any time on weekends. The fee will be doubled on a holiday or holiday weekend.)	\$150.00	\$75/hr with a \$150 minimum
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Reinspection Fee (for the third inspection for the same purpose and every inspection thereafter)

	\$75.00	\$75.00
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Special Events Fee:

Firefighter, per hour	\$40.00	\$42.00
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Records Fees:

Research, Retrieval, Redaction, Creation		\$35.00 per hour, minimum of one quarter hour and charged in 15 minute increments. Plus copy, postage/shipping, media or other applicable fee
CD/Media		\$15.00 per disc or media device
Copies-8.5x 11 Paper, faxed or scanned		.15 per page

Loveland Fire Rescue Authority Revised Fee Schedule

**Changes Proposed for January LFRA
Board Consideration and City Council
Consideration February 2015**

Description	2014 Fee	2015 Fee
Copies-Mylar		\$6.00
Postage/shipping		Actual cost
Oversized maps and documents		Actual cost
Certified copies		\$2.00 plus per page copy cost

Criminal Justice Records Fees:

Transcript of proceedings		Varies-unexpedited, \$2.85 per page, expedited is higher
Research, Retrieval, Redaction, Creation		\$35.00 per hour, minimum of one quarter hour. Plus copy, postage/shipping, media or other applicable fee
CD/Media		\$15.00 per disc/thumbdrive
Copies-Paper, faxed or scanned		.10 per page
Postage/shipping		Actual cost
Code Provisions		.10 per page
Certified copies		\$2 plus per page cost

Loveland Fire Rescue Authority
Rural Fire Protection District Fee Schedule
Effective May 1, 2015

Type of Permit	Project Valuation	Base Fee	Plus the Incremental Fee
Fire Protection Systems	Permit Fee:		
	\$1 - \$500	\$23.50	0.00
	\$501 - \$2,000	\$23.50 For the 1 st \$500	\$3.05 per \$100
	\$2,001 - \$25,000	\$69.25 For the 1 st \$2,000	\$14.00 per \$1,000
	25,001 - \$50,000	\$391.75 For the 1 st \$25,000	\$10.10 per \$1,000
	\$50,001 - \$100,000	\$643.75 For the 1 st \$50,000	\$7.00 per \$1,000
	\$100,001 - \$500,000	\$993.75 For the 1 st \$100,000	\$5.60 per \$1,000
	\$500,001 - \$1,000,000	\$3,233.75 For the 1 st \$500,000	\$4.75 per \$1,000
	\$1,000,001 or greater	\$5,608.75 For the 1 st \$1,000,000	\$3.65 per \$1,000
	Plus a Plan Review Fee	65% of Permit Fee	

Type of Permit	Project Valuation	Base Fee	Plus the Incremental Fee
New Construction, Tenant Finish, or Remodel (excluding fire protection systems)	Permit Fee:		
	\$1 - \$500	\$97.94	0.00
	\$501 - \$2,000	\$97.94	0.00
	\$2,001 - \$25,000	\$97.94	0.00
	25,001 - \$50,000	\$97.94 For the 1 st \$25,000	\$1.26 per \$1,000
	\$50,001 - \$100,000	\$160.94 For the 1 st \$50,000	\$.88 per \$1,000
	\$100,001 - \$500,000	\$248.44 For the 1 st \$100,000	\$.70 per \$1,000
	\$500,001 - \$1,000,000	\$808.44 For the 1 st \$500,000	\$.59 per \$1,000
	\$1,000,001 or greater	\$1,402.19 For the 1 st \$1,000,000	\$.46 per \$1,000
	Plus a Plan Review Fee	65% of Permit Fee	

Planning and Zoning Review Fees	Type	Fees
	Planning Project Development Review (land divisions, rezonings, special exceptions, site plans)	\$200.00
	All other Planning Project Development Reviews	\$100.00

Inspections are included in the permit fees, with two exceptions:	Type	Fees
	Return Inspections (the third inspection for the same purpose and all inspections thereafter)	\$75.00
	Inspections Outside Business Hours (Any inspection before or after the normal business hours of 8 AM – 5 PM Monday-Friday or anytime on the weekends (minimum of two hours))	\$75/hr

Other Fees considered by the LFRA Board January 28, 2015 and the Loveland Rural Fire Protection Board February 4, 2015. The following fees were effective January 1, 2015 and are provided here for convenience (all fees in the Rural District in a single fee schedule)

<u>Description</u>	<u>2015 Fee</u>
<u>Fire Operational Permit Fees - Hazardous Processes, Conditions or Locations: (Renewable permits per code)</u>	
Liquefied Propane Gas (LPG) Portable Tank Exchange System per 36 cylinders	\$100.00
Liquefied Propane Gas (LPG) Bulk Storage/Dispensing	\$100.00
Compressed Gas Facilities, small - single tank dispensing	\$100.00
Compressed Gas Facilities, large - bulk facilities	\$100.00
Explosive or Blasting Permit	\$100.00
Spraying or Dipping Operations	\$100.00
Cryogenic Fluid Facility	\$100.00
Flammable or Combustible Liquid Tank Installation or Removal, per tank	\$100.00
Hazardous Materials Storage/Dispensing/Production	\$100.00
High-Piled Combustible Storage Permit	\$100.00
Hot-Work Operations and Cutting Permit	\$50.00

Fire Special Permits Fees:

Special Event Fee - small	\$100.00
Special Event Fee - large	\$200.00
Special Event Standby Coverage, per hour, per person required	\$42.00
School Inspection Fee	\$125.00
School Building Plan Review	\$300.00
Tent & Canopy Permit	\$50.00
Bonfire Standby, per event	\$350.00 minimum
Fireworks Retail & Wholesale Sales Permit	\$1,500.00
Fireworks Display Permit	\$200.00
Haunted House/Maze Permit	\$100.00

Description**Fees****Records Fees:**

Research, Retrieval, Redaction, Creation	\$35.00 per hour, minimum of one quarter hour and charged in 15 minute increments. Plus copy, postage/shipping, media or other applicable fee
CD/Media	\$15.00 per disc or media device
Copies-8.5x 11 Paper, faxed or scanned	.15 per page
Copies-Mylar	\$6.00
Postage/shipping	Actual cost
Oversized maps and documents	Actual cost
Certified copies	\$2.00 plus per page copy cost

Criminal Justice Records Fees:

Transcript of proceedings	Varies-not expedited, \$2.85 per page; expedited is higher
Research, Retrieval, Redaction, Creation	\$35.00 per hour, minimum of one quarter hour. Plus copy, postage/shipping, media or other applicable fee
CD/Media	\$15.00 per disc/thumb drive
Copies-Paper, faxed or scanned	.10 per page
Postage/shipping	Actual cost
Code Provisions	.10 per page
Certified copies	\$2 plus per page cost

Agenda Item Cover

Item No.: 9

Meeting Date: January 28, 2015

Prepared By: Renee Wheeler, Public Safety Administrative Director



79 of 93

TITLE

Review Briefing Papers and Correspondence

EXECUTIVE SUMMARY

The Chief's reports include a variety of general updates including:

- December Overview
- Sales of "Old" Station 2
- LFRA Accreditation
- Heart and Circulatory Benefit
- LFRA Annual Planning Meeting
- Operations
- Community Safety
- Emergency Management

BACKGROUND

This section of the agenda is intended to provide general information to keep board members apprised of various project status and department updates.

In an effort to streamline the monthly report writing and ensure that all governing boards are receiving the same information at the same time, the monthly report will be distributed the first week of the following month electronically starting in January. The report for the previous month will be retained in the LFRA Board packet for the official public record and to offer a placeholder on the LFRA Board meeting agenda to field any questions the Board may have on information included in the report. Therefore, this agenda includes the December monthly report that was electronically distributed to all governing board members (LFRA, City and Rural District) early January. It is included here to field any questions. The January report will be distributed electronically the first week in January.

STAFF RECOMMENDATION

N/A

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

- Fire Chief's Monthly Report
- November & December Stats
- Letters & Articles



Loveland Fire Rescue Authority December 2014 Month-End Report

Fire-Rescue Administrative Division

Chief Mark Miller and Public Safety Administrative Director Renee Wheeler

December 2014 overview –

Chief Miller is continuing his meetings with all shifts/personnel conducting the "Vision Inventory" and "autopsy of success" tour, and will be complete in mid-January. The objective of these meetings is two-fold; one, it's a great time to get to know all the personnel and a bit about their family's and personal lives. Two, it's an opportunity to get an understanding of how and why we are successful as an organization. Information from these meetings will be formulated into a plan for 2015 and beyond in our pursuit of "enduring greatness". Highlights for the December report month include; the City Council's unanimous approval of the ordinance authorizing the sale of the old fire station 2; the plan for LFRA Accreditation; Heart and Circulatory Bill; and highlights from the LFRA Planning meeting that took place in December.

Sale of the "old" station 2 –

The sale of the old station 2 on Taft Avenue is finalized, with the closing to take place within the next two to three months. Thompson Valley EMS is busy making plans for renovation and getting estimates from contractors so they can begin work upon closing. The Public Safety Communication vehicle is still being stored in the station until renovations begin, and several City of Loveland departments are assisting in getting utilities transferred, emergency transfer switches (for the COL lift station), etc., completed over the next few weeks.

LFRA Accreditation-

As outlined in the 2012 Strategic Plan, LFRA is on track to begin the comprehensive process of becoming accredited through the Commission on Fire Accreditation International (CFAI). Although much work has already been initiated by Ty Drage, our Accreditation Technician, a tremendous amount of work is yet to be completed. This includes 82 "core competencies" that must be in place to be viewed as a credible agency, and a total of 253 performance indicators to thoroughly describe all aspects of the agency performance. This is a monumental undertaking and will require an "all hands" approach to fully complete. Additionally, a Standards of Cover and Community Risk and Emergency Service analysis has to be completed. Accreditation Technician Drage will be working on this project full time over the next six months, and part time from there forward until the site evaluation in early 2016. It is important to note, that this is not a one-time project, but rather a process that becomes part of how we operate every day.

Heart and Circulatory Benefit -

Senate Bill 14-172 was signed into law effective January 1, 2015. This bill required all fire organizations with full time firefighters that have been with their organization for five years a heart and circulatory benefit. If a firefighter has a heart attack or a stroke within 48 hours of a work event, there are benefits for medical expenses, income, rehabilitation, cosmetic disfigurement and a death benefit, if that were to be the unfortunate outcome. The maximum benefit is \$250,000. Options associated with providing this benefit and managing claims included joining a Trust, getting insurance from VFIS and self-insuring the income benefit that their insurance company will not cover, and self-insuring the entire program. The Loveland Fire Rescue Authority Board voted to support the City Risk Manager's recommendation to join the Trust at their December 18, 2014 meeting. The resolution, the Trust Agreement, and the premium of \$8,925 (\$175 each for 51 firefighters that have been with the organization for 5 years) were submitted to the Trust on December 24, 2014. The State of Colorado Division of Local Affairs will reimburse 100% of this cost.

LFRA Annual Planning Meeting –

The LFRA Board held its annual planning workshop on December 18th, directly after the regular Board meeting. A few highlights of the regular meeting as well as the planning meeting included; election of officers – all officers will remain the same for 2015, including Jeff Swanty - Chairman, Mayor Cecil Gutierrez - Vice Chair, and Roylene Sterkel as Secretary. *Congratulations to them all, and a huge THANK YOU for their time and commitment in 2014!* Additional highlights included; changing the LFRA meeting dates to the last Wednesday of the month; discussion regarding outside legal representation for the LFRA; discussion regarding organizational objectives for the LFRA and specifically for Chief Miller; financial considerations/objectives related to the maturation of the Authority; and discussion regarding the research/process around fire department personnel becoming employees of the Authority. Chief Miller will bring a plan to the Board at the January meeting that provides recommendations and associated timelines to complete key objectives in the on-going maturation of the Authority.

Fire-Rescue Operations Division **Division Chief Greg Ward**

December 2014

Multi-Agency Training

- Cardiac arrest scenarios with Thompson Valley EMS.
- Tac Fire Team training with the Loveland Police SWAT and Thompson Valley TEMS Teams
- LFRA certified ten Laramie County Fire District 2 personnel and two members of the Cheyenne Fire Department in Blue Card Command.
- LFRA instructed flashover and flow path to the Thorton Fire Department Fire Academy.

Training Center Utilization

Front Range Fire Authority	Aims Community College Fire Academy
City of Loveland Public Works	Front Range Fire Consortium Academy
SVI Trucks	

Significant Incidents

- Residential structure fire on Logan Drive, the fire was located in the walls around the chimney. The fire was extinguished quickly, however crews remained on scene for more than two hours completing overhaul and ventilation.
- Two major traffic accidents in the first week of December resulted in three fatalities, the first accident occurred on East Highway 402, this accident required that the driver of one vehicle be extricated using the hydraulic rescue tools. The second accident occurred on I-25 between Johnsons Corner and the Johnstown Exit, this accident involved a single vehicle rollover, with occupants ejected from the vehicle.
- Engine 6, Ladder 7, Battalion 2 and Chief 3 responded to a reported commercial structure fire in downtown Johnstown. The small fire was in a multi-family over commercial building that has been identified as a target hazard building by Johnstown Fire (FRFR Authority). LFRA Crews stood by on scene and were released once the fire was located.

Apparatus Updates

- The final inspection of the new Tower 6 was completed by members of the Apparatus Committee at the Pierce Manufacturing Plant in Wisconsin.
- The refurbishment of the current ladder truck was awarded to SVI Trucks, they will be contracting with Smeal Fire Apparatus to complete the aerial ladder portion of the work.
- Members of the Apparatus Committee and Aircraft Fire/Rescue Certified personnel attended the pre-construction conference for the new FAA funded ARFF apparatus for the Airport.

Apparatus Profile
Engine 223
2009 International / Crimson
4X4
Wildland Urban Interface Engine



New Tower 6





Community Safety Division

Division Chief Ned Sparks

December, 2014

Update/overview of division, significant programs and projects:

- ❖ The owners of the Lincoln Hotel signed a contract with Kobobel Fire Protection to begin the design and installation of the fire sprinklers.
- ❖ The City of Loveland permitting center continues to be discussed with a draft operational plan that was reviewed with the City of Loveland Executive Leadership. Belford-Watkins is developing concepts for funding to alter the building in 2015.

- ❖ The Building Department and Fire Authority continue to collaborate on plan review to ensure reviews are receiving quick turnaround and minimum delays for development. DC Sparks has offered assistance with the assessment process to replace the vacant CBO position.
- ❖ Review of the fees charged in the Rural Fire Protection District and evaluating the possibility of changing the current fee structure is moving forward. We will be meeting with Greg White to discuss the method to move forward with fee increases in the Rural. DC Sparks met with Fire Marshal, Jesse Molinar, from Johnstown-Milliken Fire District to discuss the possibility of fee increases for both Fire Authorities in Johnstown.
- ❖ Plasti-Mend, 107 E. 7th St. resulted with the business closing due to significant Building and Fire Code violations.
- ❖ Foundations Church; multiple review and inspections to expedite completion prior to Christmas.

Significant Building Plan Reviews, Special Events and Inspection:

- ✓ Pre-submittal meeting with Bass Pro Shops architects including Fire, Building and Planning reviewers.
- ✓ Conducted final inspections for Industrial Piping Specialist's two buildings, (oil and gas pipe supplier).
- ✓ Residential care center review for existing building code renovations.
- ✓ Work with Loveland Housing Authority to resolve Mirasol fire lane parking problems.
- ✓ Arcadia hotel: submitted demo plans and not approved - need to abate asbestos from multiple areas of the building prior to being able to proceed with demolition.
- ✓ 1010 south Lincoln Av, existing empty building: 2nd amendment gun sales is now occupying north tenant area. Ingrid is going to send out a "heads up" to fire dept regarding if they get called there. There are walls lined with packaged ammo (they are allowed unlimited quantities since packaged
- ✓ Loveland housing authority and artspace reps. to discuss potential phasing of inspections for the building, since they are running behind schedule, and it is a HUD funded project. LFRA will not give partial certificates of Occupancy on this building, since the emergency systems need to be fully operational for any occupancy. We will, instead, work with them to do multiple inspections to keep their trades moving along.
- ✓ 3601 E 15th St (old crystal rapids site). Another project with Loveland Housing Authority for Vietnam vets, and some low income housing. There are 5 multi-family units with a clubhouse.
- ✓ Bass pro, construction trailer in place and site construction coming along.
- ✓ Bristol apts. started rough inspections on some of the buildings, and continue to build
- ✓ Freddo's at north Walmart has broken ground, and construction is well no the way!
- ✓ High Plains School final building permit drawings have come in for LFRA review...Site design is not quite signed off, but is expected to be soon.

Training & Public Education:

- 3 new school and business inspections
- 11 school and business re-inspections
- 9 hazmat business inspections
- 16 hazmat permits renewed
- 1 service call (Knox key update)
- 2 activity book presentations
- 1 in-service training for staff at Lakeview Commons
- BEC standby and CPS program scheduling
- Hosted Safe Kids meeting at FS2

Office of Emergency Management – December 2014 Activities Report
Captain Pat Mialy – Emergency Manager

Flood Recovery

- On-going city recovery planning meetings

Operations and Maintenance

- Continued with making modifications for new EOC layout
- Met with Ken C., Rod W., Mark M., Luke H. Renee W. to discuss potential multi-use Police Training Facility that includes OEM spaces
- Met with Captain Gilbert regarding radio equipment
- Collaborated with Officer Jeff Pyle ref: equipment in MCV

Planning and Documentation

- Storm Ready designation formally given to City by National Weather Service and State OEM
- On-going EM planning with Larimer Co. & CoL staff for Police & Courts Bldg.
- On-going planning meeting for emergency public info
- Created document for City Closures; will be given to M-Team for implementation
- Created document for determining city-wide staffing plan based on Critical & Essential services (HR to implement)

Emergency Preparedness Relationships

- Attended Northern Colorado Emergency Managers group meeting
- Attended Larimer County Emergency Managers group meeting
- Participated in Flash flood Focus Group facilitated by NOAA for national NWS study
- Attended court sentencing hearing in support of Officer Osilka
- Attended in NEAHR group special meeting

Grants

- Submitted executed EMPG contract for 2014 (delayed by State)
- Submitted 2015 EMPG application
- Provided 2nd supplemental information for HMGP grant application
- Met with State OEM rep regarding 2015 EMPG performance requirements

Training and Public Outreach

- Provided 9 shift trainings on OEM
- Facilitated 2015 EXPO planning
- Interviewed Sam Bogan for internship

Training Received

- Attended LEAD Loveland class
- Attended Effective interactions w/ the media Class provided by Tom Hacker PIO

Exercises

- None scheduled in December

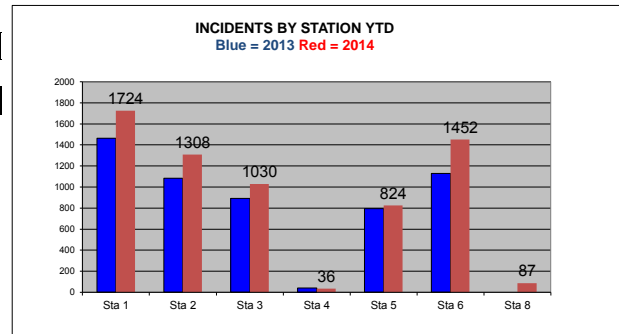
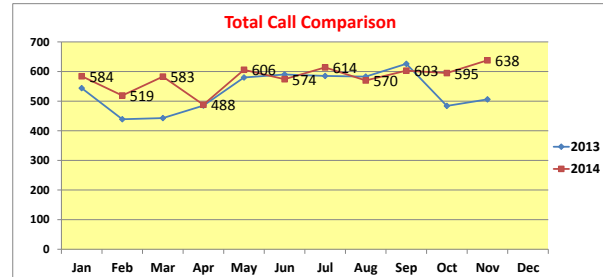


LOVELAND FIRE RESCUE AUTHORITY - Operations November, 2014

86 of 93

CALL INFORMATION						
INCIDENT TYPE	CITY	RURAL	MO. TOTAL	YTD	%	Prev. Yr.
Structure Fire (Residential)	1	0	1	27		
Structure Fire (Commercial)	0	0	0	1		
Vehicle Fire	2	0	2	28		
Grass/Wildland Fire	1	0	1	37		
Smoke/Odor Investigation	11	3	14	146		
Fire Alarm	49	2	51	553		
Other Fire	20	5	25	247		
Total Fire Related	84	10	94	1,039	16%	994
Total Medical (EMS)	270	21	291	3,247	51%	2,887
Motor Vehicle Accident	55	26	81	625		
Hazmat	15	4	19	152		
Water/Ice Rescue	0	0	0	11		
Carbon Monoxide	27	3	30	151		
Public Asst. (Service)	54	7	61	364		
Cancelled Enroute	23	21	44	635		
No Incident Found	5	3	8	81		
Standby	1	2	3	25		
Airport Standby	6	1	7	44		
Airport Emergency	0	0	0	0		
Total Miscellaneous	186	67	253	2,088	33%	2,027
Month-End Total	540	98	638			
Year Cumulative	5,216	1,158		6,374		5,908
Percentage YTD	81%	19%				

	Average Response Times YTD in Minutes	Prev. Year	Fire Confined to Room of Origin	Previous Year
Call to Tone Out	2.26	2.03	79%	70%
Dispatch to Enroute	1.21	1.03		
Enroute to 1st Arrival	3.82	3.38		
Average on Scene	9.05	8.21		



*Station 8s #s are already part of Station 3s #s.

MUTUAL/AUTO AID STATISTICS YTD				
	Received	Hours	Given	Hours
Fort Collins	49	27.5	104	41.5
Previous Year	46	42.5	95	54
Berthoud	10	9.5	20	9.25
Previous Year	28	36	60	44
Windsor	59	29.25	40	21
Previous Year	55	34.5	35	19.5
Johnstown	5	2.5	22	11.75
Estes Park	0	0	0	0
Previous Year Totals	129	113	190	117.5
YTD TOTALS	123	68.75	186	83.5

Training & Reserve	Hrs/Month	Hrs/Prev Month	Hrs/Prev Yr.	Hrs/Year to Date
Shift	794.38	1,477.90	11,510.00	12,861.93
Reservist	38.00	77.95	207.50	391.45
Admin	78.50	54.00	778.00	771.50
Total	910.88	1,609.85	12,495.50	14,024.88
Reservist Shift Hours	160.00	507.50	3,474.50	3,054.50

LOSS/SAVE INFORMATION				
Type of Fire	City		Rural	
	Loss	Save	Loss	Save
Residential Structure	\$56,376	\$154,374	\$ -	\$ -
Commercial Structure*	\$ -	\$ -	\$ -	\$ -
Other Fires		\$0		\$0
Month Total	\$56,376	\$154,374	\$0	\$0
Year Cumulative	\$1,228,323	\$5,348,291	\$28,734	\$253,977

	Specialized Disciplines Training			
	YTD Courses	Prev. Yr. Courses	YTD Hrs.	Previous Yr. Hrs.
Collapse	32	17	44	9
Rope	57	108	62.5	123
Confined Space	22	11	37.25	29
Search/Rescue	3	4	8	6
Water	54	48	122.25	68
TAC	7	5	10	26
Hazmat	81	104	64.75	170
Wildland	192	132	344.1	303.5
YTD TOTALS	448	429	692.85	734.50



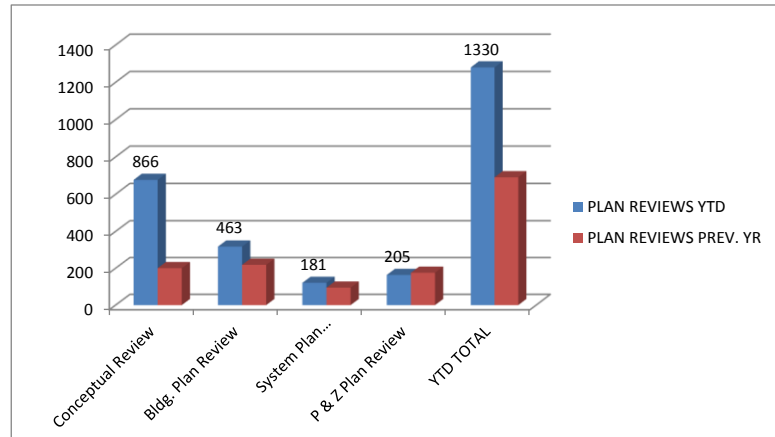
LOVELAND FIRE RESCUE AUTHORITY - Community Safety

November, 2014

PLAN REVIEW STATISTICS

	City	Rural	Totals	Hours
Conceptual Design	53	2	55	45.5
Previous Month	64	3	67	43
Previous Year	112	2	114	140
YTD Total	836	30	866	687
Building Plan Reviews	45	6	51	102
Previous Month	40	2	42	83
Previous Year	27	0	27	72
YTD Total	434	29	463	966.5
System Plan Reviews	28	X	28	20
Previous Month	9	X	9	16
Previous Year	14	0	14	20
YTD Total	183	X	181	179.5
P & Z Plan Reviews	10	2	12	23.5
Previous Month	7	3	10	20
Previous Year	15	2	17	25
YTD Total	183	21	205	379.5
TOTAL REVIEWS YTD	1257	66	1330	
Previous Year	1037	65	1102	

Plan Reviews YTD



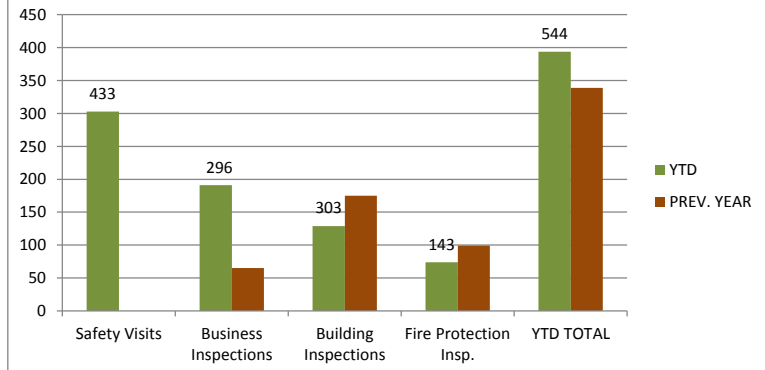
Conceptual Design Check-Ins YTD 618 299 hrs.

Fire Protection Permits Average days in review - 13.96 days
Percent within goal time - 67 % in November

INSPECTION STATISTICS

	City	Rural	Total	Hours
Eng. Co. Safety Visit*	433	0	433	210.5
Safety Re-Visit	2	1	3	6
Business Inspections	18	1	19	27
Previous Month	22	0	22	37
Previous Year	8	0	8	13
YTD Total	273	23	296	346
Building Construction	43	2	45	73
Previous Month	33	3	36	54.5
Previous Year	11	6	17	29
YTD Total	277	26	303	452.5
Fire Protection System	27	1	28	20
Previous Month	9	0	9	16
Previous Year	9	0	9	8
YTD Total	101	0	143	174.5
TOTAL INSPECTIONS YTD	495	49	544	
Previous Year	395	75	470	

Inspection Statistics YTD



YTD Total does not include Eng. Co. Safety Visits

*Engine Company Safety Visits are not included in YTD Totals

CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. Yr.	YTD Total	Highlights/Projects
Building/Systems Permits	8	0	4	8	6	123	148	*Bldg. Div. Investigation asst. to HR-CD/IME
Hazmat Permits	6	1	2	7	6	102	115	*Foundations Church asst. & mtgs. CD/IME
Tents/Special Events	0	0	0	0	3	73	47	*NIMS 300 - CD
Burn Permits Issued	0	17	4.25	17	15	120	122	*The Meadows Sprinklers - CD
Investigations	1	0	2	1	1	46	26	*Asst. Building Division - CD
Service Call/Complaints	2	1	2.5	3	3	75	45	*4 Safety Village Presentations - SP
Car Seats Installed	22	0	11	22	11	119	151	*2 Safety Lessons Act. Book Present. - SP
YFS Program	0	1	1	1	2	11	13	*16 school & business inspections - SP
Public Education Events	3	0	3	3	7	42	57	*3 HM Permit Inspections - SP
Total Pub. Ed. Contacts	190	0		190	623	2,561	4,356	

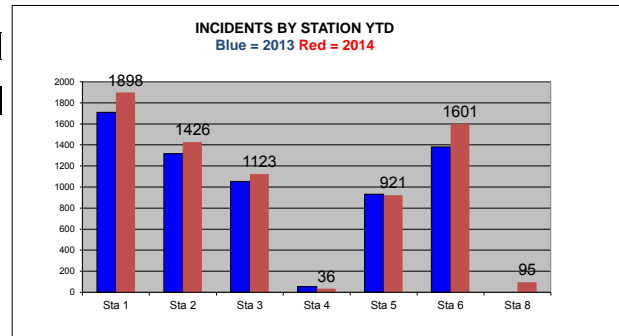
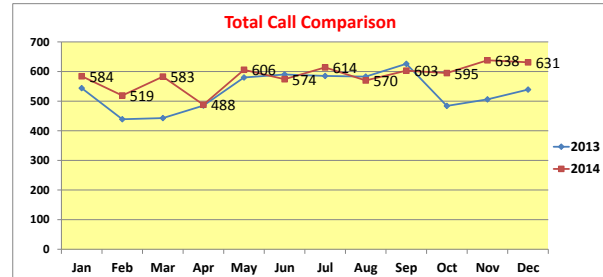


LOVELAND FIRE RESCUE AUTHORITY - Operations December, 2014

88 of 93

CALL INFORMATION						
INCIDENT TYPE	CITY	RURAL	MO. TOTAL	YTD	%	Prev. Yr.
Structure Fire (Residential)	1	0	1	28		
Structure Fire (Commercial)	0	0	0	1		
Vehicle Fire	0	0	0	28		
Grass/Wildland Fire	1	0	1	38		
Smoke/Odor Investigation	6	1	7	153		
Fire Alarm	41	3	44	597		
Other Fire	10	3	13	260		
Total Fire Related	59	7	66	1,105	16%	1,082
Total Medical (EMS)	317	35	352	3,599	52%	3,167
Motor Vehicle Accident	39	29	68	693		
Hazmat	10	1	11	163		
Water/Ice Rescue	0	0	0	11		
Carbon Monoxide	14	3	17	168		
Public Asst. (Service)	37	9	46	110		
Cancelled Enroute	30	25	55	690		
No Incident Found	10	2	12	193		
Standby	2	1	3	28		
Airport Standby	1	0	1	45		
Airport Emergency	0	0	0	0		
Total Miscellaneous	143	70	213	2,301	32%	2,187
Month-End Total	519	112	631			
Year Cumulative	5,735	1,270		7,005		6,436
Percentage YTD	82%	18%				

	Average Response Times YTD in Minutes	Prev. Year	Fire Confined to Room of Origin	Previous Year
Call to Tone Out	1.81	2.35	79%	60%
Dispatch to Enroute	0.99	1.02		
Enroute to 1st Arrival	3.43	3.25		
Average on Scene	6.06	17.17		



*Station 8s #s are already part of Station 3s #s.

Training & Reserve	Hrs/Month	Hrs/Prev Month	Hrs/Prev Yr.	Hrs/Year to Date
Shift	1164.47	794.38	12,187.00	14,026.40
Reservist	40.5	38.00	306.00	431.95
Admin	55.75	78.50	826.00	827.25
Total	1260.72	910.88	13,316.00	15,285.60
Reservist Shift Hours	32.00	160.00	3,815.00	3,086.50

MUTUAL/AUTO AID STATISTICS YTD				
	Received	Hours	Given	Hours
Fort Collins	57	33	119	47
Previous Year	50	48.5	110	58.5
Berthoud	11	9.75	21	10
Previous Year	28	36	60	44
Windsor	62	30.5	43	22.75
Previous Year	65	38	36	20
Johnstown	9	3.5	24	13.25
Estes Park	0	0	0	0
Previous Year Totals	143	122.5	206	122.5
YTD TOTALS	139	76.75	207	93

LOSS/SAVE INFORMATION				
Type of Fire	City		Rural	
	Loss	Save	Loss	Save
Residential Structure	\$84,887	\$434,087	\$ -	\$ -
Commercial Structure*	\$ -	\$ -	\$ -	\$ -
Other Fires		\$0		\$0
Month Total	\$84,887	\$434,087	\$0	\$0
Year Cumulative	\$1,256,834	\$5,628,004	\$28,734	\$253,977

Specialized Disciplines Training			
	YTD Courses	Prev. Yr. Courses	YTD Hrs.
Collapse	37	19	47.5
Rope	68	112	69.5
Confined Space	22	11	37.25
Search/Rescue	3	4	8
Water	60	54	126.85
TAC	7	5	10
Hazmat	82	105	65.75
Wildland	199	133	358.6
YTD TOTALS	478	443	723.45



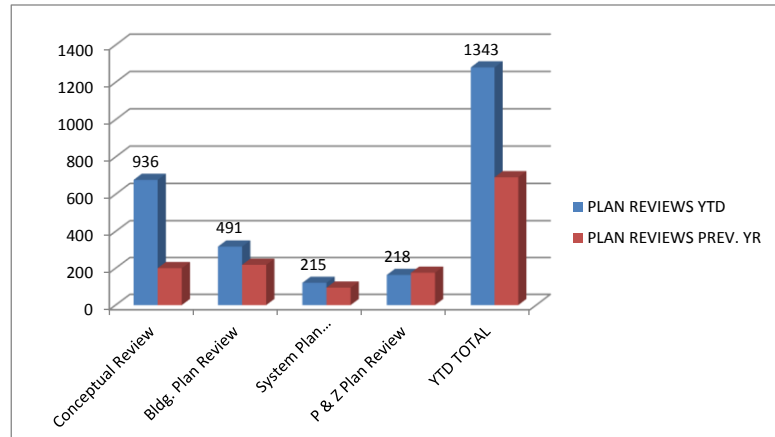
LOVELAND FIRE RESCUE AUTHORITY - Community Safety

December, 2014

PLAN REVIEW STATISTICS

	City	Rural	Totals	Hours
Conceptual Design	68	2	70	54.5
Previous Month	53	2	55	45.5
Previous Year	503	28	531	602
YTD Total	904	32	936	741.5
Building Plan Reviews	24	4	28	56
Previous Month	45	6	51	102
Previous Year	328	27	355	608
YTD Total	458	33	491	1022.5
System Plan Reviews	34	X	34	24
Previous Month	28	X	28	20
Previous Year	146	5	151	216
YTD Total	217	X	215	203.5
P & Z Plan Reviews	11	2	13	26
Previous Month	10	2	12	23.5
Previous Year	171	15	186	313
YTD Total	194	23	218	405.5
TOTAL REVIEWS YTD	1268	68	1343	
Previous Year	1148	75	1223	

Plan Reviews YTD



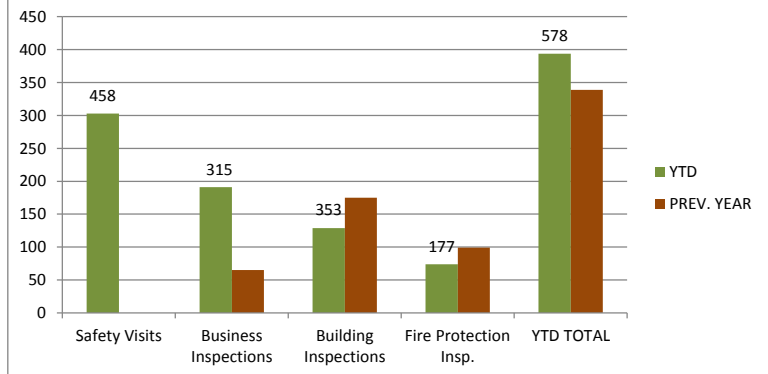
Conceptual Design Check-Ins YTD 671 312.5

Fire Protection Permits Average days in review - 16.2 days
Percent within goal time - 52% in December

INSPECTION STATISTICS

	City	Rural	Total	Hours
Eng. Co. Safety Visit*	458	0	458	224.5
Safety Re-Visit	25	0	25	14
Business Inspections	17	2	19	27
Previous Month	18	1	19	27
Previous Year	94	18	112	158
YTD Total	290	25	315	373
Building Construction	48	2	50	75.5
Previous Month	43	2	45	73
Previous Year	216	46	262	370.5
YTD Total	325	28	353	528
Fire Protection System	20	14	34	24
Previous Month	27	1	28	20
Previous Year	126	12	138	119
YTD Total	121	14	177	198.5
TOTAL INSPECTIONS YTD	515	63	578	
Previous Year	436	76	512	

Inspection Statistics YTD



YTD Total does not include Eng. Co. Safety Visits

*Engine Company Safety Visits are not included in YTD Totals

CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. Yr.	YTD Total	Highlights/Projects
Building/Systems Permits	21	9	15	30	8	138	178	*Responded to chimney fire
Hazmat Permits	13	0	4	13	7	104	128	*Investigated heating pad fire
Tents/Special Events	1	0	0.25	1	1	73	48	*1 YFS family intervention session
Burn Permits Issued	0	11	2.75	11	17	132	133	*2 Activity book presentations
Investigations	1	0	2	1	1	48	27	*School inspection reporting to State DFPC
Service Call/Complaints	3	0	2	3	3	78	48	*Ellis Ranch Fire Watch - 12 hrs.
Car Seats Installed	19	0	9.5	19	22	131	170	*Site Visits - 17 hrs.
YFS Program	0	1	2	1	1	11	14	*The Meadows Sprinklers - 3 hrs.
Public Education Events	2	0	1.5	2	3	44	59	*Foundations Church Mtg. 1.5 hrs.
Total Pub. Ed. Contacts	43	0		43	190	2,706	4,399	*Mirasol Parking Issues - 1.5 hrs.

*Bass Pro Shop Construction Meeting - 4 hrs.

From: Michael Cerovski
 <Michael.Cerovski@cityofloveland.org>
 Date: 01/08/2015 22:49 (GMT-07:00)
 To: Greg Ward <Greg.Ward@cityofloveland.org>, Kevin Hessler <Kevin.Hessler@cityofloveland.org>, Alex Klinger <Alex.Klinger@cityofloveland.org>, Paul Brown <Paul.Brown@cityofloveland.org>
 Cc: Mark Lyons <Mark.Lyons@cityofloveland.org>, Eric Klaas <Eric.Klaas@cityofloveland.org>
 Subject: Service Story

Hello Chief,

I have some information for you about a recent RH line submittal regarding some "lovely Firemen" from the LFRA. Reference the attached scan.

On Dec 30th, 2014, Lt. Kevin Hessler and Company (E5) were returning to quarters from an incident and noted a woman shoveling the sidewalks of a corner lot and a long two car driveway in the area of the 100 block of East 23rd Street in Loveland. E5 had been at incident 2014-17060 at 2303 N Garfield on a Charlie/Delta medical. After that call concluded, E5 was turning around to head north to FS5 and used 23rd St. When they saw the woman shoveling snow and saw her workload, they, as a group, made the decision to stop and get to work helping the woman with snow removal.

Our workforce is a dedicated group and they routinely set the standard of excellence in service. What is remarkable about this particular circumstance is what followed. While assisting the resident, a woman exited her home at 100 E 23rd and yelled to the fire company for help. Her husband was lying unconscious in their home. Lt. Hessler immediately summoned his crew to the location with medical equipment and aired to Loveland Emergency Communications Center the need for a un-coded Charlie/Delta medical for a party down (incident 2014-17063; 100 E 23rd St). E5 rendered first response BLS care until the arrival of P311; and then supported P311 with patient packaging for transport to McKee. I don't have the outcome of the male patient that was treated that day, but he was responsive by the time he was transported. After completing that call; E5 resumed their original service mission of helping the woman with snow removal. Their situational awareness while returning to quarters helped them identify a citizen in need of some assistance; and that decision resulted in a rapid response to a genuine medical emergency.

Kevin Hessler, Alex Klinger, and Paul Brown were the firefighters assigned to E5 on the 30th of December. I wanted you to know the story behind this RH submittal last week. I want them to know how much I appreciate what they do; and how grateful I am to have them on C shift representing the LFRA; they are all a class act. Please let me know if you have additional questions.

Kevin, Alex and Paul...thank you gentlemen...It's a pleasure to work with you. Thank you for your commitment and compassion to the Loveland Community representing the LFRA!

Michael Cerovski

Battalion Chief - C Shift



Technology Programs
Loveland Fire Rescue Authority

Nice Work Lt. Kurt Nakata, Eng Phil Thrasher, and FF Sean Houlihan!

We send you this note to say "thank you" to you and your staff. Our experience yesterday clearly shows your staff (from Knobcone station) is efficient, effective, skillful, & community-oriented. You should be proud of them. We sure are!

Again, thank you... and thank your staff for us.

Have a wonderful, peaceful 2015!

Tim + Marla Heydt
1790 Tabeguache Mountain Dr
Loveland

Dear Chief Miller,

Yesterday, we dialed 911 after smelling gas in our house. While we stepped out onto the driveway, I called. In approximately 5 minutes, three firemen were standing next to me as I explained the situation. Two of them went inside, checked it out, and came out to report "no gas." In a few moments, they were back in the fire truck and on their way.

Lieutenant Willard, Engineer Popp, Firefighter Guard and Firefighter Knicklebein,

I had a voice mail this AM from a gentleman named Paul who lives at 2479 McKenzie Drive, he stated that a crew responded to his house yesterday to replace the batteries in the smoke and CO detectors. Visinet shows that Engine 1 C Shift handled this incident. Paul, expressed his gratitude for your very professional response to his need for assistance. He wanted to ensure that each of you and the Chiefs know how grateful he is for your response and service.

Thank you for your diligence and professionalism,

Greg Ward

Division Chief – Operations

Loveland Fire Rescue Authority

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