

Florissant Fire Board of Directors Meeting Friday June 9th at Station 1.

1605 hours

Start recording (File name 06 09 2023 FFBD Meeting Minutes Audio.WMA)

Call to order

Pledge

Roll call

1607 hours

Opening Statements

Presidents comments: PAGE 3 & 4

Read into minutes:

Resolution for banking authorization. PAGE 5-8

Read into minutes:

Resolution of authorized signatures for Community National Bank. PAGE 9-11

1623

Two public comments.

Documents signed.

1630 hours

Judy Dunn refused to sign document authorizing signatures for Community National Bank. (Note: Judy was subsequently added as a signatory for CNB.)

Starla requested motion to accept:

1634 hours

Motion made, seconded, to accept documents, Bob, Allen, Paul, Dave, Yes. Judy, No.

Starla requested motion to accept modification: (Justin was not named, was added by hand.)

Motion made, seconded, to accept modification, Bob, Allen, Paul, Dave, Yes. Judy, No.

1638 hours.

Motion made, seconded, to adjourn. All voted yes.

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FLORISSANT FIRE PROTECTION DISTRICT

Special Meeting of the Board of Directors of the Florissant Fire Protection District

Station 1 Florissant Fire
2606 W. Hwy. 24, Florissant CO 80816
4 pm – June 9, 2023

Zoom meeting

[Join Zoom Meeting](#)

<https://zoom.us/j/94170519121?pwd=dnVyeDITQXc5YzVLT01Wc3hhRXJlZz09>

AGENDA

- Call to order
- Pledge of Allegiance
- Roll Call
- New business
 - President's comments
 - Resolution for banking authorization, transfer of authorized signatures for Community National Bank
 - Release of claims Thompson, Sutton, Snare
- Adjourn

6/9/2023

OPENING STATEMENT

To the residents of the Florissant Fire Protection District,

As many of you may be aware, we had a situation where our insurance policy was in danger of being cancelled due to the payment being denied at the bank on June 6th. Gratefully, we were able to work with the insurance agency to provide the funds, who then expedited processing of the payment to keep the policy in full force without a lapse.

The District's insurance coverage is in place and normal operations resumed later the evening of June 6, 2023.

During the few-hour gap between the notification of cancellation and the confirmation of continued coverage, Chief Holt and the Board of Directors agreed that ceasing operations of the District was the appropriate course of action until the situation was resolved. The District provided notifications to the appropriate parties to ensure our mutual aid partners stood ready to answer any calls during that time so that the citizens within the District would continue to have persons ready to respond to calls.

The payment issue was related to a freeze that was placed on the District's account following the transition of members of the Board of Directors after the May election, to ensure that payments were approved prior to being made. Although the insurance payment was approved for payment prior to its due date, there was a miscommunication with the Bank, and the payment was not timely made as approved.

The District is working with the Bank to resolve this issue and the District expects it to be resolved in the few days. Please know that the payment was related solely to an administrative issue – the District has funds sufficient for this payment and for continued operations.

During the course of the campaign we promised transparency and accountability. So in the interest of keeping that promise we are preparing a full report as soon as all the facts are gathered and compiled.

In the interim I'd like to provide the high level details to you.

During the regular monthly meeting on May 25th as signers on the checking account had not yet been transferred suggestions were made to look into freezing the account. As at that time were held a fiduciary responsibility for that account I decided to inquire what could be done on an immediate basis to manage that account. On May 26th I went to the bank and met with a teller asking if we could, due to the unusual circumstances, have a way to manage the account. I indicated we did not in any way want to interrupt the business of the district but by the same token wanted to make sure no unauthorized spending would occur. At the time I was told there was nothing they could do and I left. Subsequently

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after returning home I received a call from the teller indicating she had spoken to a manger who authorized for me to on a daily basis receive notification of all transactions. That process continued through June 2nd, where I authorized all but 3 transactions. On June 6th Starla reached out to me to indicate she had received calls from multiple individuals that their district checks had bounced. Subsequently I received an email from Chief Holt that included a notice of cancellation of our insurance with the expiration on midnight that night. I immediately called the district insurance agent to see what could be done be sure the district maintained uninterrupted coverage. I was told they could attempt to keep the policy in force if they received payment. At that time in the interest of public safety I wired personal funds to the agency but was told it might not be received in time before close of business. As we had a scheduled meeting that afternoon I opened the meeting and announced the potential issue and adjourned the meeting so the board could deal with the issue as an emergency. With Chief Holt we agreed the best course of action would be to shut down operations of the district. Chief Holt immediately began to contact dispatch and our mutual aid partners for district coverage. Volunteers were called as well providing them notice. Shortly after 7 that night Chief Holt and I received a notice that the payment was received and coverage continued uninterrupted.

The next day I contacted the bank and met with the manager who told me that although the branch management had agreed to the arrangement we had established, the bank's corporate legal team determined that as I was not a signer on the account they had at some unknown date simply frozen the account without notice me. All transactions posted after they initiated the account freeze were declined including the insurance payment. There are as yet other transaction that have been denied but the bank will not provide me the details on that until I am fully on the account. So the full scope of this issue remain unknown.

Therefore the accountability for this issue lies squarely with the bank in changing this policy without notifying me. Social media has bandied about multiple suppositions for blame but again this is a banking issue, not Chief Holt's, not the prior board's. As to the catalyst to the situation, my action in freezing the account, right or wrong is something I am fully accountable for and will personally cover reasonable fees incurred by the district in mitigating this issue with the payees. As well we will be looking for what our recourse is with the bank to recover these fees as well.

In order to stop the bleed with even more payments failing Starla and I jointly requested the freeze being removed which was effected yesterday afternoon. The meeting tonight, with the cooperation of the prior board is turn to over the signing authority to us as the authorized signers on the account. This will be completed tomorrow morning when Amanda will accompanes me to the bank.

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AGREEMENT

Release of Claims re Banking Fees

This Release of Claims re Banking Fees (the “**Agreement**”) is made this 8th day of June, 2023 by and between the FLORISSANT FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and STARLA THOMPSON, AMANDA SUTTON and JUSTIN SNARE, all individuals (the “**Prior Members**”) (together, the “**Parties**”).

Recitals

A. Starla Thompson, Amanda Sutton and Justin Snare were prior members of the District’s Board of Directors; and

B. The Prior Members were also authorized as the District’s representatives to the District’s Bank, with authority to communicate with the Bank and approve transactions and otherwise direct the control of the District’s banking activity; and

C. During the period of May 26, 2023 to June 9, 2023, due to the transition of the members of the Board of Directors from the Prior Members to the current members of the Board of Directors (the “**Transition Period**”), certain claims and payments of the District presented for payment were not made due to various misunderstandings between the District and its Bank regarding the process for the review, authorized persons, and release of payments; and

D. The District desires to release and indemnify the Prior Members from any late charges, penalties, interest charged, or other damages to the District by the Bank or third-parties pursuant to the terms of any contracts with the District due to any untimely payment by the District, if any, during the Transition Period. Additionally the District will reissue all payments originally issued during the term of the Prior Members ending on May 24, 2023.

Terms and Conditions

1. **RELEASE AND INDEMNIFICATION.** To the extent permitted by law, the District releases and indemnifies the Prior Members for any late charges, penalties or interest, or other damages charged to the District or the Prior Members by the Bank or third-parties pursuant to the terms of any contracts with the District due to any untimely payment by the District, if any, during the Transition Period.

2. **NOTICE.** If any such late charges, penalties or interest, or other damages are imposed against the Prior Members, the Prior Members must give written notice to the President of the District’s Board of Directors so as to be received by the President within 30 days of the Prior Member knew or should have known of the late charges, penalties or interest, or other damages. Failure to timely provide written notice shall render the release and indemnification set forth herein void and the District shall have no obligation to indemnify the Prior Members for such late charges, penalties or interest, or other damages. Such notice may be made by email to the following: paul.deltoro@Florissantfire.com. The District’s Board of Directors agrees to provide written notice to the Prior Members of late charges, penalties or interest, or other damages regarding the Prior Members, within 30 days the District received notification of the late charges, penalties or interest, or other damages.

3. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement, including all Exhibits, if any, constitutes the entire Agreement between the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by the Parties.

4. **BINDING AGREEMENT.** This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

5. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

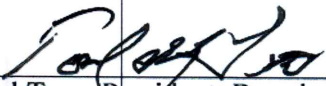
6. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures will be treated as originals and shall evidence each party's approval and acceptance of the Agreement.

7. **CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the law of the State of Colorado and any disputes shall be heard in the district court for El Paso/Teller County, Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth herein. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FLORISSANT FIRE PROTECTION DISTRICT



Paul del Toro, President, Board of Directors

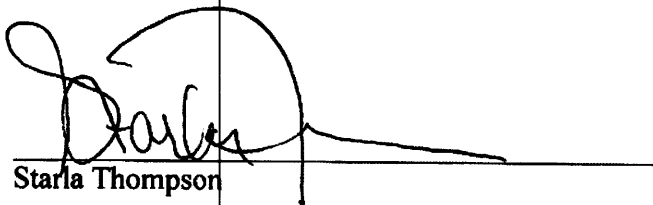
Attest:



David Groat, Secretary, Board of Directors

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STARLA THOMPSON



Starla Thompson

FLORISSANT FIRE PROTECTION DISTRICT

Resolution re Authorized Persons for District Bank Accounts(s)

A. The Florissant Fire Protection District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado organized to provide fire protections services within its boundaries; and

B. Pursuant to § 32-1-1001, C.R.S., the Board of the Directors of the District, as the elected governing body of the District, has the power to manage, control and supervise all of the business and affairs of the District; and

C. The District desires to change the persons authorized to access the District’s bank account as set forth in this Resolution.

NOW THEREFORE, be it resolved by the Board of Directors of the Florissant Fire Protection District as follows:

1. The authority of all current persons authorized to open, close, sign on behalf of, approve transactions, or take any other actions related to the District’s bank accounts is immediately terminated, including, but not limited to:

- a. Patti Angell
- b. James McGovern
- c. Starla Thompson
- d. Amanda Sutton

JUSTIN SWARE

2. The Board designates the following persons as the sole persons authorized to open, close, sign on behalf of, approve transactions, take any actions, or otherwise communicate with and provide direction to the Bank regarding the District’s accounts and transactions:

- a. Paul del Toro
- b. Judy Dunn
- c. David Groat
- d. Robert Perry
- e. Allen Schultz

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Approved and adopted this 9th day of June, 2023.

FLORISSANT FIRE PROTECTION DISTRICT

By: 
Paul del Toro, President, Board of Directors

By: 
Amanda Sutton, Past Secretary, Board of Directors

ATTEST

REFUSED TO SIGN
Judy Dunn, Vice President, Board of Directors


David Groat, Secretary, Board of Directors


Robert Perry, Treasurer, Board of Directors


Allen Schultz, Assistant Secretary, Board of Directors

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CERTIFICATION

I, David Groat, hereby certify that I am a Director and the duly elected and qualified Secretary of the Florissant Fire Protection District, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District, adopted at a meeting of the Board of Directors held on Thursday, June 8, 2023 as recorded in the official record of the proceedings of the District; that said proceedings were duly had and taken; and that the meeting was duly held.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary of the Florissant Fire Protection District.



David Groat, Secretary

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