

HANOVER FIRE PROTECTION DISTRICT
June 11, 2024

This meeting is being recorded to assist in the production of meeting minutes.

1. CHANGES TO AGENDA/POSTPONEMENTS
2. PUBLIC COMMENT:
3. APPROVAL OF THE MINUTES FROM May
4. REGULAR BUSINESS:
 - a. Treasurer's Report for May
 - b. Chief's Report
5. OLD BUSINESS:
 - a. Hanover Fire 50th anniversary
 - b. 2024 Audit
 - c. Generator Backup Station 2
 - d. Grants (Safer Grant Completed, awaiting Aug for 1st round award announcement).
 - e. Legislative Bills
 - i. HB24-1104 Prohibiting Firefighters' Personal Information from Publication on the Internet by Public Entities (Signed 4-11-24)
 - ii. HB24-1302 Tax rate information to real property owners (Signed 6-3-24)
 - iii. SB24-194 Special District Emergency Services Funding (Signed 5-22-24)
 - iv. HB24-1033 Emergency Management Plan Individuals with Animals (Signed 4-11-24)
 - v. HB24-1006 Assist Rural Community Wildfire-Related grant application. (Signed 5-20-24)
 - vi. SB24-233 Property tax limits (Signed 5-14-24)
 - f. SDA Regional Workshops**
 - i. Fountain June 17 0800-1230**
 - g. SDA Conference
 - i. Sept 10th-12 (Keystone Registration opens July 1)
 - h. New grants and upcoming grants
 - i. El Palmar Grant (Packet completed and doing a review)
 - ii. Fire House Grant (Not Started yet)
 - iii. Direct Distribution Funding (Not Open)
 - iv. Firefighters Safety and Disease Prevention Grant (Not Open)
 - i. Teen Camp (Canceled)
 - i. June 18-22 & July 16-20
6. NEW BUSINESS:
 - a. Station 2 Insurance Claim

HANOVER FIRE PROTECTION DISTRICT

June 11, 2024

- b. Retirement Overview presentation Q&A
 - c. 32x40 with a 60x24 covered parking
7. OTHER BUSINESS:
- a. Schedule a working group session to talk about
 - i. Station 2 rebuild plans, timelines
 - ii. Truck replacements
 - iii. Funding options
 - b. Districts Funding options
 - i. Tipping Fees
 - ii. Impact fees
 - iii. Sale tax
8. FUTURE AGENDA ITEMS:
9. BOARD COMMENTS
10. ADJOURNMENT

Hanover Fire Protection District 05/14/2024

The regular board meeting for Hanover Fire Protection District was held on Tuesday, April 11th, 2023, at 6:41 p.m. at the Hanover Fire Station 2.

Board Directors Present:

Dwane Baker, President
Dwight Smith, Director

Charity Johnson, Secretary
Mike Mills, Treasurer

Staff Present: Carl Tatum, Fire Chief
Kevin Junglen, Deputy Chief

Guests: Battalion Chief Eric Bentley, Battalion Chief James Chapman, John Cole Captain

Call to Order: The regular board meeting was called to order by President Dwane Baker Smith at 6:333 pm

Minutes: No minutes available for April 2024.

Non-Agenda Items:

Public Comment: None

Financial Statement / Correspondence: Financials are now available. A motion to approve the financials report from March and April 2024 was made by Dwight Smith and Seconded by Cathy Junglen, Ayes were received from Dwight Smith, Mike Mills, Dwane Baker and Cathy Junglen, the motion carried.

Fire Chief Report: Chief Tatum submitted a copy of his report electronically to the board of directors

Old Business:

Hanover Fire 50th year anniversary – Badges have been issued
2022 Audit – Written report provided to the state.
2023 Audit – Expect completed the end of the month
Generator Back UP Station 2- Getting quote from another electrician.
Grants (Safer Grant opened on 11-March-12 April 2024).

Legislative Bills

1. HB24-1 104 Prohibiting Firefighters personal information from publication on the internet by public entities (Signed 4-11-24)
2. HB24-1 302 Tax rate information to real property owners
3. 111. SB24-1 94 Special District Emergency Services Funding
4. 1v. HB24-1033 Emergency Management Plan Individuals with Animals Signed 4-11-

24

5. HB24-1 006 Assist Rural Community Wildfire-Related grant application.
6. HSB24-233 Property tax limits

New Business:

SDA Regional Workshops

Fountain June 17 0800-1230

SDA Conference

Sept 10th- 12 (Keystone Registration opens July 1)

New grants and upcoming grants

El Palmar Grant Discussed submitting for a fire UTV

Fire House Grant

Direct Distribution Funding – Opens in July

Firefighters Safety and Disease Prevention Grant – Opens July \$20,000

Teen Camp

June 18-22 & July 16-20

Other Business:

Discussing was had on Colorado Springs looking to replace AMR for ambulance services. If it happens there will be not impact to the District

Concerns of the Board: None at this time.

Dwane Bake, Thank you for all you do

Cathy Junglen, None

Dwight Smith Thank you.

Mike Mills, None

Adjournment: A motion to adjourn the meeting at 8:06 pm. was made by Cathy Junglen and seconded by Dwight Smith. Ayes were received from Mike Mills, Cathy Junglen, Dwane Baker and Dwight Smith, the motion carried.



Hanover Fire Protection District
13325 Old Pueblo Road
Fountain, CO 80817
(719) 382-1900



Building plan reviews / Inspections (NTR)

Equipment Testing

1. Vehicles are starting to undergo annual services. Station 1 vehicles have been completed and will start on Station 3 trucks next.

Personal (NTR)

Grants

1. We are working on identifying what upcoming grants will work best for us to replace equipment and PPE.

Training

1. Deputy Chief Junglen
 - a. He was at wildland fire training in Cripple Creek 2nd through the 5th teaching.
2. FF James
 - a. He will have another basic fire investigation class from July 23rd-26th in Pueblo.

Radios (NTR)

Old Items

1. Deputy Chief Tahoe repairs have been completed.
2. Retirement plans for career and part-time employees
 - a. We first met with CRA to set up the retirement plan and complete all the documents.
 - b. A few weeks later, CRA and I met with all the employees to review the retirement plan and complete their portion.
3. AFLAC
 - a. Completed our annual policy review, and each member could sit down one-on-one to go over their policy.



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New Items

1. Fire at Station 2
 - a. Immediate needs
 - i. Get Station 2 back up and operational as soon as possible (in a limited capacity)
 1. On 3 June, a fire restoration company started rehabbing station 2, cleaning from top to bottom.
 2. Tomorrow morning, the insulation in the ceilings, including the insulation around the HVAC systems, will be removed.
 3. The bunker gear storage area in the breezeway will start to be cleaned and cleaned up.
 - ii. PPE (Bunker Gear)
 1. The PPE affected by the fire has been replaced with loaner gear from the City of Fountain and Strapmoor Hills FD.
 2. All contaminated bunker gear has been sent off to be cleaned.
 - iii. Beds, sheets, towels, and any other cloth items.
 1. It has been sent off to be cleaned or destroyed if it can't be cleaned.
 - iv. Carpet cleaning
 1. It will be the last thing cleaned.
 - v. Cover & Security of trucks
 1. We pulled the trailers out from under the cover. We have had a temporary security fence installed around the unit to help secure the vehicles
 - vi. On June 9th, we started storing trucks back at Station 2, including a Tender, 3513 Engine from Station 3, and Brush Truck 3544 from Station 3.
 1. Station 3 still has a 3523 Tender with a 1000-gallon structure pump, a 3542-brush truck, and a 3583 ambulance.



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- vii. Tender (Black Forest FD)
 - 1. We picked up a loaner tender from the Black Forest until we figured out our next steps.
- viii. Storage Building
 - 1. Lt Macari had a friend who arranged for a loaner shed to be delivered to station 2 this week; this will be used for bunker gear storage for the Firefighter gear. The shed will be placed behind the trucks, and the security fence will be expanded to have the shed inside the secured area.
- b. Vehicle adjuster
 - i. The vehicle insurance adjuster should come out on 11-12 June to tell us the next steps regarding the trucks.
- c. The building adjuster
 - i. He was out on June 6 to complete the initial loss inspection.
 - ii. He will complete the initial report and find out if they will total or have a structural engineer come out and inspect the building.
- d. Gas lines to the Station
 - i. The company was out last week, and the line failed the pressure test.
 - ii. They were back out this morning to investigate the issues and found that every joint was leaking, and the plastic supply line from the meter to the building was also leaking.
 - iii. The engineer plans will be completed and submitted to the County by June 13th. They will trench a new line from the meter to the building with 2 stubs so we can shut off gas to each building. They believe that we should have the gas turned back on to the Main Station on Friday, June 14th.
- e. Phone lines
 - i. We have a call to the phone company for repairs and are waiting for a callback within a certain time.
- 2. Short-term needs
 - a. Cold, adverse weather
 - i. Covered parking and a 32x40 building
 - 1. We were able to operate in the fall and winter as this rebuild will last into early to mid-2025



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- ii. Engine (short-term loaner)
 - 1. We are working on a short-term loaner engine from several departments.
 - a. We are waiting till we can start looking at the damage that the engine and tender sustained, what equipment was a total loss, and what can be salvaged.
 - 2. Testing and recertifying equipment, IE SCBAs, Extraction equipment, Airbags, Gas detectors, Hoses, and Ladders. Some manufacturers have already contacted us to have the equipment returned to them, and they will send out loaner equipment for now.
- iii. Tender and engine replacement
 - 1. We are starting to work with vendors to see what they have on the lot and what demos they have coming off the assembly line that work for our needs.
- iv. Making a total loss spreadsheet
 - 1. To start the inventory, we will list stationery and loose and mounted equipment. This equipment will need a detailed description, including age, cost, and new and replacement costs.
 - 2. This will be needed as we turn it into the insurance company, and the auditor removes the items from our assets.
 - a. This will also help clean up our assets and identify them better when replacing and depreciating them in the future.

Questions

Hanover Fire Protection District

Profit and Loss

May 2024

	TOTAL
Income	
Earned Revenues	5,641.56
Grants	677,427.87
Total Income	\$683,069.43
GROSS PROFIT	\$683,069.43
Expenses	
Adminstrative Expense	
Bank Service Charge	29.83
Incentives +Achievement	655.80
Office Supplies and Materials	875.98
Professional Services fees	
Accounting	250.00
Legal Fees & Notices	4,000.00
Total Professional Services fees	4,250.00
Total Adminstrative Expense	5,811.61
Benefits	
Health Insurance	1,258.38
Volunteer Stipen Pay	1,201.43
Total Benefits	2,459.81
Communications	
Web Page	7.20
Total Communications	7.20
Operation	
Fuel and oil	3,049.05
Insurance -Liability	3,998.21
Telephone	1,245.67
Utilities	761.31
Total Operation	9,054.24
Other Miscellaneous Expenses	
Volunteer FF Deployment	776.41
Total Other Miscellaneous Expenses	776.41
Payroll Expenses	
Taxes	6,723.41
Wage	41,864.19
Total Payroll Expenses	48,587.60
Training	
Training - Fire	1,181.33
Total Training	1,181.33
Total Expenses	\$67,878.20
NET OPERATING INCOME	\$615,191.23

Hanover Fire Protection District

Profit and Loss

May 2024

	TOTAL
Other Income	
Interest Income	2.74
Total Other Income	\$2.74
NET OTHER INCOME	\$2.74
NET INCOME	\$615,193.97

Hanover Fire Protection District

Profit and Loss

January - May, 2024

	TOTAL
Income	
Earned Revenues	155,403.27
Grants	677,427.87
Total Income	\$832,831.14
GROSS PROFIT	\$832,831.14
Expenses	
Administrative Expense	98.30
Advertising	27.69
Bank Service Charge	59.50
Data Automation/ ERS	3,097.72
Incentives +Achievement	1,608.31
Office Supplies and Materials	3,227.18
Professional Services fees	
Accounting	1,250.00
Legal Fees & Notices	5,862.75
Total Professional Services fees	7,112.75
Recruitment Retention	161.32
Total Administrative Expense	15,392.77
Benefits	
Health Insurance	6,686.90
Insurance - Workmans Comp	9,285.00
Volunteer Stipen Pay	4,732.16
Total Benefits	20,704.06
Communications	
Cellular Support	4,140.00
County Paging Net/ 911	660.00
Regional Radio Network Support	9,068.65
Web Page	31.54
Total Communications	13,900.19
District Hq Lease	288.99
Dues and Subscriptions Expense	997.25
Ems Training	2,816.38
Maintenance	
Stations Maintenance	5,982.77
Vehicle Maintenance	16,053.27
Total Maintenance	22,036.04
Operation	
Fuel and oil	11,414.15
Insurance -Liability	3,998.21
Medical Supplies Expendables	12,303.03
Telephone	4,206.45

Hanover Fire Protection District

Profit and Loss

January - May, 2024

	TOTAL
Utilities	3,444.58
Total Operation	35,366.42
Other Miscellaneous Expenses	
Volunteer FF Deployment	14,604.52
Total Other Miscellaneous Expenses	14,604.52
Payroll Expenses	
Taxes	22,438.30
Wage	127,578.60
Total Payroll Expenses	150,016.90
Training	
Training - Chief	3,633.33
Training - Fire	5,829.40
Total Training	9,462.73
Total Expenses	\$285,586.25
NET OPERATING INCOME	\$547,244.89
Other Income	
Interest Income	92.56
Total Other Income	\$92.56
NET OTHER INCOME	\$92.56
NET INCOME	\$547,337.45

Hanover Fire Protection District

Balance Sheet As of May 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Colorado Trust	4,198.61
UMB Checking-0624	149,494.94
UMB Money Mkt-5659	700,151.37
UMB MonMkt2-4912	64,737.83
Total Bank Accounts	\$918,582.75
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Generator	7,140.00
Inventory Asset	782.52
Payroll Corrections	0.00
Prepaid Insurance	0.00
Prepaid Repairs Stations 1&2	122,926.88
Prepaid-Fuel and oil	2,251.36
Undeposited Funds	0.00
Vol Disability Insurance	0.00
Total Other Current Assets	\$133,100.76
Total Current Assets	\$1,051,683.51
Fixed Assets	
Accumulate Depreciation	-998,343.33
Building improvements	11,293.60
Capital - Fence	3,817.00
Capital - Fixed Support Equip	72,149.38
Capital Lease-3511 Fire Truck	26,000.00
Fire Station - Improvements	55,405.70
Station 1	1,650.00
Station 2 - cost	223,801.81
Station 2 Expansion	422,526.14
Station 2 Office	0.00
Station 3	131,297.38
Station 3 Gas install	0.00
Total Fire Station - Improvements	834,681.03
Fixed Asset Software	30,615.26

Hanover Fire Protection District

Balance Sheet

As of May 31, 2024

	TOTAL
Furniture & Equipment	15,802.02
2 New Radios	6,765.44
2007 Dodge Durango Console	1,577.99
2007 Light	13,602.10
3/4 HP Brown Pump - Well Pump	0.00
AEDs	2,530.34
Bunk Gear 7 Sets	0.00
Bunker Gear Sets	65,389.31
Cascade System	29,729.49
Computer- Mobile	8,092.88
Equipment 1	0.00
Equipment 2	0.00
Extractor	8,585.48
Extrication Equipment	33,182.00
Fire Hose	34,030.00
Laptop computer sets	4,415.85
Mechanical CPR Unit	11,814.50
Med Stair chairs	6,105.60
Metal Bldg 2011	0.00
Minitor II Pagers	0.00
Mob Radio	3,147.36
Network Page Net Convert	0.00
New Door	0.00
Office Equipment	17,019.83
PPR Comm Norwest	18,534.00
Radio (1) 2020	10,630.79
Radio 3570	0.00
Radio Motorlas	46,353.18
Radio/Pagers (2)	16,108.65
SCBAs (8)	71,870.25
TVs 2020	7,710.45
Units	1,439.88
Wildland Firefighting gear	80,429.01
Wildland Pump	5,335.00
Total Furniture & Equipment	520,201.40
Radio/Pager 2020	16,928.90
Shelters2020	4,483.70
Streamlight Fire Vulcan System	539.81
Surveillance Equipment 2020	7,119.97

Hanover Fire Protection District

Balance Sheet

As of May 31, 2024

	TOTAL
Vehicles & Trucks	540,585.62
1989 Pierce Arrow Engine	17,000.00
1992 Chev Ambulance	2,000.00
1997 Pierce Engine	27,000.00
2 Fire Brush Truck	-35,000.00
2000 Ford Ambulance	29,000.00
2003 Ford 250 & 2007 Dodge Dura	4,320.00
2008 Brush Truck 3	283,551.89
2008 Tanker	0.00
2009 Suburban	14,746.20
2013 Chevy Tahoe	-19,170.00
2021 Chevy Silverado	57,098.44
2022 Chevy Ex Cab	85,718.90
Ambulance 2015 Chev	121,950.00
Chief Truck	31,496.56
Dep Chief Vehicle	16,731.41
Engine 3511(1999)	120,055.16
Equipment	20,468.32
Vehicle-Hose Roller	9,240.00
Total Equipment	29,708.32
Fast Attack-2 2021	33,823.90
Fire Truck	600.00
Fire Truck 1986 F800	0.00
Fire Truck 2001 3521	61,451.31
Fire Truck 2005 3522	87,292.99
Fire Truck 2021 5500 Chevy	24,964.63
Fire Truck A7 (3512)	22,500.00
Ford Expedition 2012	4,000.00
Snow Mobile Trailer	6,912.77
Support Trailer	58,973.67
Truck	0.00
Total Vehicles & Trucks	1,627,311.77
Total Fixed Assets	\$2,156,798.49
Other Assets	
Pension Fund	411,283.43
Prepaid Utilities	14,638.20
Total Other Assets	\$425,921.63
TOTAL ASSETS	\$3,634,403.63

Hanover Fire Protection District

Balance Sheet

As of May 31, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-250.00
Total Accounts Payable	\$ -250.00
Credit Cards	
Capital One Credit Card	12,788.56
Visa-UMB-9581	0.00
Total Credit Cards	\$12,788.56
Other Current Liabilities	
Colorado Department of Revenue Payable	-629.00
Direct Deposit Liabilities	0.00
Direct Deposit Payable	0.00
Notes Payable	0.00
Payroll Liabilities	
941- Social & Medicare	-0.99
Archuleta Child Support	-34.27
CO Income Tax	-1,362.00
CO Paid Family and Medical Leave	307.41
CO Unemployment Tax	6,544.40
Federal Taxes (941/944)	3,729.45
Federal Unemployment (940)	126.00
Federal Withholding	0.00
FUTA- Federal Unemployment	0.00
State Wage Withholding	0.00
SUTA- State Unemployment	-322.53
Vestw Contributionell Integration State IRA	6,486.74
Total Payroll Liabilities	23,548.05
Total Other Current Liabilities	\$22,919.05
Total Current Liabilities	\$35,457.61
Long-Term Liabilities	
Lease Purchase Payable	-80,854.26
Loan to Sate Bank-3511 Fire Tru	26,000.00
Total Long-Term Liabilities	\$ -54,854.26
Total Liabilities	\$ -19,396.65
Equity	
Opening Balance Equity	840,943.83
Retained Earnings	2,265,519.00

Hanover Fire Protection District

Balance Sheet

As of May 31, 2024

	TOTAL
Net Income	547,337.45
Total Equity	\$3,653,800.28
TOTAL LIABILITIES AND EQUITY	\$3,634,403.63

**COLORADO RETIREMENT ASSOCIATION
MEMBERSHIP RESOLUTION**

WHEREAS, it has been determined to be in the best interest of the employees of the **HANOVER FIRE PROTECTION DISTRICT** to provide for the retirement of employees under certain terms and conditions; and

WHEREAS, the advantage of participating in the Colorado Retirement Association, with multiple counties, municipalities and special districts in Colorado joining together to adopt a retirement system, it lowers individual costs and thereby saves tax payers' money and employees' money,

NOW, THEREFORE, BE IT RESOLVED:

Effective _____ the **HANOVER FIRE PROTECTION DISTRICT** hereby elects to become a part of the Colorado Retirement Association, providing access to their 401(a) Money Purchase Pension Plan and 457(b) Deferred Compensation plan.

HANOVER FIRE PROTECTION DISTRICT

DATED: _____

BY: _____

Printed Name, Title

ATTEST:

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Hanover Fire Protection District

Association Member Original Participation Date: June 11, 2024

Participation Agreement Effective Date: June 1, 2024

Prior Participation Agreement Date: N/A

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform

the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- All Employees.** Every Employee of the Participating Employer.
- All Benefitted Positions.** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.
- Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- Immediately as of:
 - The Eligible Employee’s Date of Hire.
 - The first day of the Eligible Employee’s first full payroll period.
- Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a) **CHANGE IN STATUS.**

[Specify one option only.]

- Status of Employee is not applicable. All Employees are *Eligible Employees*, per Section 1.16.
- In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an *Eligible Employee* is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- A Participant who continues in the employ of the Participating Employer but ceases to be employed as an *Eligible Employee* will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a) **EMPLOYER CONTRIBUTIONS.** The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Participating Employer will contribute 4 % of the Compensation of such Participant for the Plan Month.
- The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- The Participating Employer will contribute for each Participant:
- ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

3.2 **PRIOR SERVICE BENEFIT CONTRIBUTIONS.** The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- Not Applicable. Employer is an existing Participating Employer.
- The Participating Employer elects not to make Prior Service Benefit Contributions.
- The Participating Employer will contribute to each Participant 4 % (no less than three percent (3%)) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is 0.416 (number from one to five) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over 1 (number from one (1) to thirty-six (36)) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Each Participant will make a contribution (no less than three percent (3%)) for each Plan Month as specified below.

[Specify one option only.]

- The Mandatory Participant Contribution will equal 4 % of the Compensation of such Participant for the Plan Month.
- The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- The Mandatory Participant Contribution will equal:
- ____% of Compensation based on ____ attained of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- After-tax.

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS.** The Participating Employer will make an Employer Matching Contribution in accordance with its Employer 457 Contribution Policy for each Participant who defers compensation into:

[Specify one option only.]

- Not Applicable. The Participating Employer elects not to make Discretionary Employer Matching Contributions to the Plan.
- The Colorado Retirement Association Deferred Compensation Plan and Trust Agreement.
- _____ [Name of 457(b) plan].

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.[†]

[Specify one option only.]

- Immediate Vesting.** A Participant is 100% vested upon Plan participation.
- Graded Vesting.** A Participant will vest pro rata monthly at _____% annual rate. (must be more than 10%).
- Specified Vesting.** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):

1st Year of Service: 0 %

2nd Year of Service: 25 %

3rd Year of Service: 50 %

4th Year of Service: 75 %

5th Year of Service: 100 %

6th Year of Service: _____ %

[†] *Employee-Participants who reach Normal Retirement Age, Disability, or who die or are presumed deceased will be 100% vested in accordance with the terms of the Plan.*

5.1(c) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Specify one option only.]

- Not Applicable. Employer is an existing Participating Employer.
- Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

[Specify one option only.]

- Not Applicable. Participants are 100% vested in their Accounts.
- In accordance with the **default** provisions of Section 11.6 of the Plan, forfeitures will be utilized to reduce future Employer Contributions.
- Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- Participant loans are *not* allowed.
- Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- Bonuses.
- Overtime pay.
- Premiums for shift differential.
- Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- Holiday pay.
- Vacation pay.
- Sick pay.

- Paid Time Off (PTO).
- All post-severance compensation.
- Other *[please specify]*: Post-severance Compensation at employment termination.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20_____.

Hanover Fire Protection District
Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20_____.

COLORADO RETIREMENT ASSOCIATION
 Plan Sponsor

By: _____

Title: CRA Executive Director

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HANOVER FIRE PROTECTION DISTRICT
EMPLOYER-MATCHING CONTRIBUTION POLICY
457(b) DEFERRED COMPENSATION PLAN
EFFECTIVE JUNE 1,2024

Eligibility Status of Employee

Every regular part-time employee of the HANOVER FIRE PROTECTION DISTRICT (also referred to as "Employer") who is ineligible for participation in the Employer's 401(a) Defined Contribution Plan is eligible for Employer-matching 457 Deferred Compensation Plan ("457 Plan") contributions, subject to the requirements of this policy.

Change in Status

Employer-matching contributions under this policy will cease for a participating employee who becomes eligible to contribute to the 401(a) plan.

Employee Deferrals

Employee deferrals to the 457 Plan are optional.

Employer Matching Contributions

The Employer will match the eligible employee's elective deferrals to the 457 Plan, dollar for dollar, up to a maximum of 4% of the employee's semi-monthly compensation. Employer-matching contributions shall be before-tax contributions, and made per pay period.

Before-tax or After-Tax Participant Deferrals

Eligible employee deferrals can be either before-tax or after-tax Roth at the employee's discretion.

FICA Taxable Contributions

Eligible employee's share of Social Security and Medicare taxes on Employee deferrals and on Employer matching contributions will be made through payroll deduction. The Employer will be responsible for paying its share of Social Security and Medicare taxes on employee deferrals and Employer contributions.

Immediate Vesting

A participant shall be 100% vested upon participation in the Plan.

Definition of Compensation

Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay. The Employer excludes the following from the definition of Compensation:

- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits
- Severance pay
- Payout of optional post-severance compensation if employment is terminated

**COLORADO RETIREMENT ASSOCIATION
DEFERRED COMPENSATION PLAN**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Hanover Fire Protection District

Association Member Original Participation Date: June 11, 2024

Participation Agreement Effective Date: June 1, 2024

Prior Participation Agreement Date: N/A
Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Deferred Compensation Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 12 of the Plan. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 12 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform the specific acts and to exercise the specific powers granted under the Plan. The Association

or its designee shall have authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees, to effectuate the purpose of the Plan.

VI. **PARTICIPANT AND PARTICIPATING EMPLOYER CONTRIBUTIONS.** All contributions made by the Participants and Participating Employer under the Plan and this Participation Agreement shall be determined separately by each Participating Employer and shall be allocated only among the eligible Participants of the Participating Employer making the contribution.

* * * * *

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

2.2(d) **DESIGNATED ROTH DEFERRALS.**

[Specify one option only.]

- Designated Roth Deferrals are permitted.
- Designated Roth Deferrals are *not* permitted.

2.11 **EMPLOYER CONTRIBUTIONS.**

[Specify one option only.]

- The Participating Employer elects not to make Employer Contributions.
- The Participating Employer elects to make Employer Contributions for Eligible Employees, per the Employer 457 Contribution Policy.

6.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- Participant loans are *not* permitted.
- Participant loans are permitted in accordance with Article 6 of the Plan and loan procedures adopted by the Association.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Hanover Fire Protection District
Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By: _____

Title: **CRA Executive Director**

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