

INDIAN HILLS FIRE PROTECTION DISTRICT

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SPECIAL MEETING MINUTES

Wednesday, December 23, 2009

The Minutes are intended to reflect the discussions that occurred and decisions that were made by the members; they are not intended to be a transcription of the meeting.

MEETING ATTENDED BY:

Fire Protection District Board Members: Paul Pettit — President; Marc Rosenberg — Secretary; Richard Westerlage — Treasurer; Bret Roller; Don Schoenbein

Fire Department Members: Emery Carson — Chief

Non-Members: Karen Nelson — Recording Secretary

MEETING CALLED TO ORDER AT: 19:30 Hrs.

MINUTES:

Mr. Pettit announced that the purpose of the meeting was to discuss the employment contract for the new IHFPD chief, Mr. Schoenbein. Mr. Roller noted that the original contract from Mr. Young had been 14 pages. Mr. Pettit corrected that it had been seven. The 14-page contract had been for the Mt. Lindo lease, he said. Mr. Pettit then asked if the present copy included everyone's input. Mr. Roller responded "yes," adding that Mr. Schoenbein had made the majority of the changes.

Mr. Roller noted that he had added a blank page at the end of the document to write in changes if necessary. Mr. Pettit asked if all Board members had reviewed the document. If so, questions and discussion could follow. Mr. Roller suggested giving Mr. Carson a minute to read the contract since he had not been sent a copy. Mr. Roller apologized to Mr. Carson for not including him.

Mr. Westerlage said that no mention was made in the document regarding responding to calls. Mr. Pettit remembered that the original had said that the chief would respond to all calls. Mr. Roller stated that the previous contract had been so arbitrary. Information could be added back in, he said. Mr. Westerlage referenced paragraph 13.6 in the original document, which Mr. Pettit read aloud. Mr. Schoenbein responded that the statement "respond after hours when available" was so arbitrary. A lot of volunteers are available at night, he stated, adding that not many people are around from 9 am-5 pm Monday through Friday.

Mr. Rosenberg suggesting the wording “respond at his discretion.” Mr. Schoenbein questioned whether that really said anything. Mr. Roller proposed referring to Department policy, adding that it didn’t have to be decided that evening. Some mention should be made about daytime coverage, he said. Mr. Westerlage agreed that not many Department members were available during the day. Mr. Pettit noted that a lot of wording in the original contract is already in the Department by-laws. Mr. Roller said that the contract trumps all by-laws and previous agreements. Mr. Pettit disagreed, stating that the Department couldn’t write a contract that trumps State statute.

Mr. Pettit said that he thought the call response expectation of the chief should be the same as that of a volunteer. Mr. Carson suggested that Mr. Schoenbein respond to a minimum of 25% of the calls throughout the year. Mr. Roller said that the employment agreement could refer to the Department’s response policy. Or, Mr. Schoenbein interjected, the agreement could have a statement to the effect that the chief will abide by all by-laws and existing State statutes. He mentioned that a similar statement may have been in the original document. Mr. Westerlage referenced paragraph 1.1.1 (Duties) of the agreement. Mr. Schoenbein suggested that the term “District by-laws” be added in the appropriate place.

Mr. Westerlage read paragraph 1.1.10 from the original agreement. Discussion followed whereby a decision was made to amend paragraph 1.1.1 of the agreement to read “Perform such services as may be directed by the Board of Directors in the manner and to the extent permitted by the laws of the State of Colorado and in accordance with the policies *and by-laws* of the District as established by the Board of Directors.”

Mr. Roller asked if there were any other questions or concerns. Mr. Westerlage asked about the EMT class beginning in January. Mr. Carson said that Mr. Schoenbein would be required to enroll in class within three months of employment. Mr. Westerlage said that he was referring to a class that three Department members were planning to attend. He was reminded that since this was a special meeting with a specific agenda, the subject couldn’t be discussed at that time.

Mr. Pettit recalled that Mr. Schoenbein was required to complete some training within his first three months. Mr. Roller suggested a reference in the agreement to the job description, where such requirements are spelled out. Mr. Rosenberg proposed stating that the chief needs to obtain all certifications by year end. Mr. Schoenbein said he thought that was vague and encouraged the requirements to be detailed: EMT and haz-mat awareness. Mr. Carson said it was haz-mat ops. In that case, Mr. Schoenbein responded, it might take him longer to complete. Mr. Rosenberg said that it was a weekend class. Mr. Carson corrected him to say it was two weekends. Mr. Pettit asked if Mr. Schoenbein had to complete the training or just be enrolled in it within a specific time. Mr. Roller suggested adding a final paragraph stating that as a condition of employment, all requirements set forth in the job description must be satisfied. Mr. Roller clarified that only two changes would be made to the document.

(Mr. Pettit called for a break at 19:51 to make the changes to the final document; the meeting reconvened at 19:59.)

Mr. Westerlage asked who had a copy of the chief's job description. Mr. Pettit said that he didn't. Mr. Schoenbein said that Mr. Case might and added that he himself did. Mr. Pettit said that it should be attached to the agreement. Mr. Westerlage asked if he could have a copy of it as well. Mr. Schoenbein responded affirmatively. A brief conversation followed about the chief's vacation allotment.

Mr. Rosenberg made a *motion* to approve the Indian Hills Fire Protection District Fire Chief Employment Contract. Mr. Roller seconded the motion, which passed by a vote of 4-0-1, with Mr. Schoenbein abstaining.

Mr. Carson asked if Mr. Schoenbein would resign from his position on the Board that evening. Mr. Pettit said it would happen at the next meeting. Mr. Carson reminded that an individual can't be chief or assistant chief and be on the Board. Mr. Rosenberg said that a letter of resignation was needed by December 31 or the Department would be violating the by-laws.

Mr. Pettit and Mr. Rosenberg both signed the final employment agreement.

MEETING ADJOURNED AT: 20:08

There being no more business to discuss, Mr. Rosenberg made a *motion* to adjourn the meeting, which was seconded by Mr. Westerlage and passed unanimously.

President:

Secretary:

MOTIONS MADE AND PASSED:

- To approve the Indian Hills Fire Protection District Fire Chief Employment Contract. *Motion made by Mr. Rosenberg; seconded by Mr. Roller; passed by a vote of 4-0-1, with Mr. Schoenbein abstaining.*
- To adjourn the meeting. *Motion made by Mr. Rosenberg; seconded by Mr. Westerlage; unanimous.*

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