Divide Fire Protection District

Public Meeting of the Board of Directors
June 23th, 2026 5:00 P.M.

AGENDA

1) Call to Order – Roll Call

2) Pledge of Allegiance

3) Review and Approve Agenda

4) Executive Session – Executive Session to interview candidates submitted for Chief position, pursuant to §24-6-402(4)(f), C.R.S

5) Adjournment – no later than 7:30 p.m.

Adjournment will be followed by an informal open house where the public may interact with the finalist candidates. Board members will be present but no board business will be conducted after adjournment.

Link for Teams Meeting:
https://teams.microsoft.com/meet/268987876241040?p=et1rkjh7U6ADiLiaGG

DIVIDE FIRE PROTECTION DISTRICT

Board of Directors Meeting

Shoemaker Fire Station, 103 Cedar Mountain Road (Mail: PO Box 941), Divide Colorado, 80814
June 23rd, 2026 at 5:00 p.m.

MINUTES OF THE REGULAR MEETING

1. Call to Order / Roll Call

Board President Lopez called to order the regular meeting of the Board of Directors of the Divide Fire Protection District (DFPD) at 5:00 p.m.

Director Franke called roll with the following present:

Steed Lopez – Board President
Robert Reynolds – Vice-President
Peter Atwater – Treasurer
Dennis Luttrell – Director
Patricia Franke – Secretary

Interim Chief Hinkle and District Administrator Diana Perkins were also present.
Special Guest Present: Mary Barrowman

2. Pledge of Allegiance

Prior to agenda approval, the Board President provided an official update regarding the fire chief selection process, noting that finalist candidate Chad Saeler had formally withdrawn his application within the preceding 24 hours. The President read Mr. Saeler's withdrawal letter into the record in full. As a result, Interim Chief Chris Hinkle remains as the sole finalist for the permanent fire chief position.

The President noted that the core purpose of the meeting remained legally valid and unchanged, and that minor modifications to agenda language were required to maintain compliance with Colorado Open Meetings Law.

3. Review & Approve Agenda –

MOTION: To amend the agenda to reflect that the executive session will be held to interview Chris Hinkle rather than "candidates," given Mr. Saylor's withdrawal.

Moved by: Director Lopez **Seconded by**: Director Reynolds **VOTE:** Unanimous in favor

MOTION: To amend the agenda to acknowledge the presence of the special guest, Ms. Mary Barrowman, and allow time for remarks.

Moved by: Director Atwater **Seconded by:** Director Reynolds **VOTE:** Unanimous in favor

MOTION: To approve the agenda, with the noted modifications, and acknowledging for the record that the candidate pool has been reduced to one finalist due to the withdrawal of Chad Saeler.

Moved by: Director Lopez **Seconded by:** Director Reynolds **VOTE:** Unanimous in favor

4. Special Guest Marry Barrowman – Interim Chief Chris Hinkle introduced Ms. Mary Browman and presented her with a formal letter of appreciation on behalf of the Divide Fire Protection District in recognition of her donation of $50,000 to the department. The Board President and directors expressed gratitude to Ms. Browman for her generosity and dedication.

5. Executive Session –

MOTION: To enter into executive session pursuant to CRS Section 24-6-402, Subsection 4(f), for the purpose of discussing personnel matters, specifically to evaluate the qualifications and employment terms of the sole remaining fire chief finalist, Interim Chief Chris Hinkle. The candidate was notified and did not request a public discussion.

Moved by: Board President **Seconded by:** Director Luttrell **VOTE:** Unanimous in favor

The public session was closed and executive session commenced at 5:08 p.m. Executive session concluded and public session resumed at 6:55 PM.

6. Appointment of Permanent Fire Chief –

Following the conclusion of executive session, the Board President opened the floor for a motion regarding the appointment of a permanent fire chief.

MOTION: To appoint Interim Chief Chris Hinkle as the permanent Fire Chief of the Divide Fire Protection District, and to authorize the Board President and district counsel to finalize and execute an employment agreement.

Moved by: Director Lopez **Seconded by:** Director Luttrell

Discussion: Director Frankie raised a question of process and transparency. She referenced the publicly announced timeline, which had stated that the July 14th regular board meeting would include an executive session followed by a public vote to select the final candidate. She expressed concern that advancing the vote to this meeting may not provide community members with the opportunity to meet candidates and provide feedback prior to a vote, as had been communicated to the public.

The Board President acknowledged Director Frankie's concern and affirmed that it was duly noted. The President stated that because the board had already satisfied the 14-day statutory waiting period required by Colorado Open Meetings Law, the board is legally authorized to proceed to a public vote at this session. The President further noted that the situation had changed with Mr. Saelor's withdrawal and that community members had been notified of a 7:30 PM opportunity to meet candidates. Director Frankie clarified that she was not questioning the legality of the action but was advocating for the level of transparency that had been communicated to the community.

VOTE: 4 in favor, Director Franke opposed, the motion carried.

Following the vote, the Board President raised the question of setting a timeline for the employment agreement to be reviewed by legal counsel and all relevant parties. The President suggested the next regular board meeting (July 14th) was a feasible deadline for agreement review and approval.

7. Adjournment

Motion by Director Luttrell to adjourn the meeting. Second by Director Franke. The motion passed unanimously. The meeting was adjourned at 7:04 p.m. The next meeting will take place on Tuesday, July 14th, 2026, at 5 p.m.

APPROVAL

We attest that the foregoing minutes, which have been approved by the affirmative majority vote of the Board of Directors of the Divide Fire Protection District, are a true and accurate record of the meeting held on the date stated above.

Aristead Loper President 7 / 14 / 2026

Name and Title Date

Bob Reynolds Vice President 07 / 14 / 2026

Name and Title Date

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into this ____ day of ___________, 2023, by and between the Divide Fire Protection District, (the "District") and ______________________, ("Employee"). The District and the Employee are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, the District desires to employ the Employee at-will in the full-time position as Fire Chief for the District; and,

WHEREAS, the Employee agrees to accept the offered full-time employment.

NOW THEREFORE, based upon the terms, covenants, and considerations set forth herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ***At-Will Employment.*** The District agrees to employ the Employee, and the Employee agrees to serve in the employ of the District, as Fire Chief on a full-time basis as set forth herein. Employee will be employed "at-will," meaning either the District or Employee may terminate Employee's employment at any time, with or without notice, for any and no reason. Nothing in this Agreement is intended to modify or alter Employee's at-will status.

2. ***Job Description.*** During his employment with the District pursuant to this Agreement, the Employee shall have the responsibilities and perform the duties set forth in the Fire Chief Job Description attached as **Exhibit A**. Firefighting duties are included in this position. The Fire Chief Job Description may be modified at the option and in the sole discretion of the Board of Directors of the District ("Board"), so long as the Fire Chief Job Description, as modified, remains generally consistent with the Employee's position and title of Fire Chief. In the event the Board desires to modify the Fire Chief Job Description, the Employee shall be notified of such changes in writing.

3. ***Exempt Status***. Pursuant to the Fire Chief Job Description (**Ex. A**), Employee is classified as "exempt" under state law and the federal Fair Labor Standards Act. Employee is not eligible to receive overtime pay.

4. ***Compensation.*** Employee shall receive a base saary at the rate of $_________________ annually [any bonuses or additional compensation to be defined here or in separate section]. The District shall pay Employee in accordance with its standard payroll practices. The District shall withhold from any compensation payable to Employee all applicable federal, state, and local withholding taxes. Additionally, Employee may elect certain deductions (such as health benefits) in accordance with separate plans. Any such voluntary deductions may impact the amount of compensation Employee receives in their regular paycheck. A

5. ***Employee Benefits.*** The Employee shall receive benefits, including PERA, Colorado Fire and Police Pension Association ("PFFA") pension, Death and Disability insurance, and Paid Time Off ("PTO") [etc.]

6. ***Performance of Duties***. Employee agrees to perform the duties and responsibilities of their position faithfully, industrially, and to the best of their ability, experience, and talents.

7. ***Evaluation of Performance.*** The Employee serves at the pleasure of the Board and is subject to performance reviews by the Board to determine whether Employee is meeting the requirements of the position. Such reviews may be conducted annually, or more frequently, at the discretion of the Board.

8. ***Residency Requirement.*** Employee will establish and maintain their primary residence within the boundaries of the District within one (1) year of the Effective Date of this Agreement. Should Employee be required to relocate to comply with this term, the District shall reimburse Employee for related moving expenses, up to $_______________. Employee must provide sufficient receipts in order to receive such reimbursement, no later than thirty (30) days after payment for any relocation expense incurred under this Section. Employee will repay any such relocation reimbursement if Employee voluntarily separates from employment or if Employee is terminated with Cause within one (1) year of the Effective Date of this Agreement.

9. ***Protection against Legal Action.*** The District will defend and indemnify the Employee against all legal proceedings brought against the Employee, or in which the Employee is compelled to participate, as a result of the Employee's employment with the District, to the maximum extent permitted by law. To the extent permitted by law, and upon only such conditions as may be required by law, the District will advance costs, including attorney fees, reasonably incurred by the Employee in connection with any such proceeding.

10. ***Entire Agreement.*** This Agreement is the entire agreement concerning the employment arrangement between the Parties and shall, as of the effective date hereof, supersede all other agreements between the Parties. This Agreement may not be amended except by a written addendum or amendment signed by both Parties.

11. ***Waiver.*** The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement. No waiver shall be valid unless in writing and executed by the Party to be charged within.

12. ***Severability.*** In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the remainder of this Agreement shall remain valid, enforceable and in effect.

13. ***Assignment.*** This Agreement shall not be assignable by either Party, except that if the District is combined with or merges into another fire protection district, it will require its successor organization to assume this Agreement. The Employee acknowledges that the services to be rendered by him are unique and personal.

14. ***Notices.*** All notices required by this Agreement shall be given in writing, sent by certified mail or overnight delivery by a national delivery service, and addressed to

the address set forth below or to any new notice address of which the addressee has given Notice to the Party sending the notice.

15. ***Governing Law, Jurisdiction, and Venue.*** The Parties expressly agree that Colorado law governs this Agreement. The Parties further expressly agree that jurisdiction and venue shall lie exclusively in the District Court for [COUNTY.]

Divide Fire Protection District,
a political subdivision of the State of Colorado

By: ______________________________ ____________________
[name], Board President Date

Employee

By: ______________________________ ____________________
[name], Fire Chief Date

EXHIBIT A

[job description]

Divide Fire Protection District

PO Box 941
103 Cedar Mountain Rd.
Divide, CO 80814

Phone: 719-687-8773

Chief@DivideFire.com

June 9th, 2026

Dear Mary Barrowman,

On behalf of the Divide Fire Protection District, I want to extend our deepest gratitude for your extraordinary donation of $50,000. Your generosity directly strengthens our ability to protect and serve the Divide community, and it reflects a remarkable commitment to the safety and well-being of others.

Your contribution will have an immediate and lasting impact. It supports critical equipment, training, and resources that ensure our firefighters can respond effectively and safely when our community needs us most. Your support truly makes a difference.

Thank you again for your kindness, trust, and partnership. We are sincerely grateful.

Warm regards,

Christopher Hinkle
Fire Chief
Office: 719-687-8773
Cell: 719-424-5558