



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, April 3, 2018

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

If you wish to address the city council under Public Comment, please sign-in on the public speaker form, before the call to order for this meeting. Each speaker will be limited to three minutes. The city council is not authorized by the Colorado Open Meetings Law to discuss comment or take action at the meeting on any issue raised by public comment. The Mayor may refer the matter to staff to obtain additional information and report back to the Council as appropriate.

5. Consent Agenda Items

Consent agenda items can be adopted by simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a Council Member.

- a) [Ordinance 13-2018](#) An ordinance on first reading regarding the proposed Pre-Inclusion Agreement with South Metro Fire Rescue for fire and emergency medical services commencing January 1, 2019

Attachments: [Ordinance No.13-2018](#)
[Note on Pre-Inclusion Agreement](#)
[CoL Pre-Inclusion Agreement](#)
[CoL Pre-inclusion Agreement REDLINE](#)

- b) [Ordinance 14-2018](#) An ordinance on first reading establishing a Capital Projects Reserve Account should the voters of the City of Littleton approve inclusion into South Metro Fire Rescue for fire and emergency medical services.

Attachments: [Ordinance 14-2018](#)

- c) [Resolution 21-2018](#) A resolution supporting an application by the city on behalf of Littleton Public Schools for an Arapahoe County Open Space grant for playground improvements at Field Elementary School
- Attachments:** [Resolution No. 21-2018](#)
[Budget, Quote, and Plan](#)
- d) [ID# 18-110](#) Motion to confirm the appointment of Vincent Atencio as an associate municipal judge
- Attachments:** [Vincent Atencio](#)
- e) [ID# 18-117](#) Confirmation of designation by the presiding municipal judge of the Lakewood Municipal Court for conflict of interest matters.
- f) [ID# 18-114](#) Approval of the March 20, 2018 regular meeting minutes
- Attachments:** [03-20-2018 CC Minutes - DRAFT](#)
- g) [ID# 18-122](#) Motion to appoint Channing O'Dell to the board of directors of the Highline Business Improvement District
- Attachments:** [Highline BID - Appointment of Board Member](#)

6. General Business

7. Ordinances on Second Reading and Public Hearing

8. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

9. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

PUBLIC COMMENT

ALL PUBLIC COMMENT WITH THE EXCEPTION OF PUBLIC HEARINGS (SEPARATE SHEETS FOR EACH PUBLIC HEARING ARE LOCATED WITH CORRESPONDING MATERIALS FOR THAT ITEM)

3 MINUTE LIMIT PER SPEAKER

Tuesday April 3, 2018

**PLEASE PRINT YOUR NAME AND ADDRESS
CLEARLY**

EMAIL ADDRESS

PHONE NUMBER

**ITEM # /
SUBJECT**

1. Linda Knufinke	lknufinke@gmail.com		General
2. Paul Birmingham	DBIRMINGHAM@ECENTRAL.COM		5a
3. Gloria Shone	gloria.shone@gmail.com		5a
4. PATRICK FITZGERALD	EAGLEYE@ECENTRAL.COM	720-363-8040	5a & 5b
5. Jeanie Erickson	—	littleton next generation advisor	General
6. Don Bruns	gauramer@gmail.com		SMFR
7. David Eberhard		303 809 1306	Fire
8. Pam Cholborne 5402 S. Newlands			1. Events 2. Fire 3. MLK
9. Carol Bzgea	mobreeze@comcast.net		FIRE
10. Frank A. Ford			Fire
11. Mary Bolt	District 2		Fire / limit on response from Council to citizens speaking
12.			
13.			

Testimony On The Unification Contract

My purpose tonight is to point out that this contract is not ready for "prime time." It needs to be studied and worked on by City Council - they've barely had time to read it - let alone understand it.

In describing the following problems I'd like to refer to the portions of the contract by number - but can't - because it doesn't even have numbered elements. That is the first basic problem.

The second basic problem is that it is very one-sided with the city doing most of the paying and giving; one glaring example is that the city gives all of it's equipment, vehicles, buildings and land to South Metro, including paying for some equipment that is not currently paid off. The bad part is that, if this Unification does not go thru, the City does not get any equipment, vehicles, land or buildings back! South Metro simply gets to keep it all.

The city is obligated to perform a phase 1 environmental assessment, to split the cost of a phase II environmental assessment with South Metro, and to pay all the remediation costs from the phase II assessment for station 16 - even though station 16 is not returned to the city if South Metro terminates the agreement. We essentially clean up the station at our costs, and they can keep the station for free.

The city is required to pay for phase 1 environmental assessments on stations that are located in Highlands Ranch and

Testimony On The Unification Contract

Littleton Fire Protection District; stations that the agreement recognizes as owned by Highlands Ranch and Littleton Fire Protection District.

The agreement does not specify any performance requirements or metrics, and has no enforcement mechanism for deviations to performance standards. There is no guarantee that South Metro will meet the current performance of Littleton Fire Rescue - only the "expectation" that it will happen. But there is no "actual" provision for termination by Littleton if that "expectation" is not met, since Littleton would get back neither its equipment, or employees.

There are others here tonight who will further explain why this proposed contract needs more work in a Council Study Session.

Another problem is that it has been discussed and agreed to in this Council that staff will provide alternatives in their staff reports. There is none in the Staff Report for this item: It simply says:

“Proposed Motion

I move to approve the ordinance on first reading concerning a Pre-Inclusion Agreement between the City of Littleton and South Metro Fire Rescue and to set the second reading and public hearing for April 17, 2018. “

I ask you - please vote to table this Ordinance for further work tonight.

Paul Bingham
Littleton 4/3/2018

Don Bruns

**Comments on Ordinance 13-2018, Version 1
Staff Communication**

Regarding the Pre-Inclusion South Metro Fire Rescue (SMFR) Agreement

I have a few questions, raised by reading the staff communication for this proposal

A. It states Council's direction is that, "(1) the inclusion in SMFR will maintain current levels of service including emergency medical services." However, the analysis only states "any additional costs incurred by the citizens should result in an improved level of service." Rather than simply stating "should," could it be determined before Council acts whether levels of service will or will not be maintained—both with additional tax increases and without them?

B. It also states Council directed, "(2) minimize disruption to citizens and employees." But the analysis sidesteps this requirement and begs asking a two-fold question: First, why would Council want only to minimize disruption to citizens; and why in the first place would the proposed agreement have to disrupt service anyhow?

C. Reviewing the agreement's basis, the analyses evidently mixes "apples and oranges by putting street maintenance and fire/emergency services in the same basket. From the first time I saw these two issues presented together, the true costs of each seemed to be clouded by their combined analysis. Certainly both matters are part of the city's overall budget considerations. But why are they combined here?

Because both issues are functionally unrelated, mixing up the funding for both as supportive rationale conveys the impression that the SMFR proposal's true cost is being hidden. It's doubtful that's what was intended.

The city's finance director is very skilled and undoubtedly knows which beans are under each of the shells in this game. My intent is to disparage no one. But to ordinary citizens, the combined discussion of Mill Levy rates and dollars for both issues is unintelligible. It gives the appearance that street maintenance is a significant reason for pursuing the SMFR agreement, however unlikely that may be. While the rising costs of street maintenance may well result from continuing approvals of more and more urbanized growth and development, surely those needs have nothing to do with fire and emergency services.

Can citizens be expected to believe they are being dealt a straight deck of cards? Or can the proposed inclusion of fire services with SMFR not stand on its own two feet? Compelling rationale for avoiding an independent analysis of this proposal's costs is wanting.

I hope this helps explain why at least some citizens might be doubtful, if not suspicious.

Thank you very much!

Don Bruns
District IV



Staff Communication

File #: Ordinance 13-2018, **Version:** 1

Agenda Date: 04/03/2018

Subject:

An ordinance on first reading regarding the proposed Pre-Inclusion Agreement with South Metro Fire Rescue for fire and emergency medical services commencing January 1, 2019

Presented By: Steve Kemp, City Attorney

REQUESTED COUNCIL ACTION:

Does city council approve the proposed Pre-Inclusion Agreement with South Metro Fire Rescue (SMFR) for fire and emergency medical services commencing January 1, 2019?

BACKGROUND:

The members of the Littleton Fire Rescue partnership (Highlands Ranch Metro District and the Littleton Fire Protection District) provided notice that they will leave the Intergovernmental Agreement effective December 31, 2018. At that time, fire and emergency medical services (hereinafter, "Fire Services") will significantly change within the City of Littleton.

As a result, the city commenced negotiations with Fire Authority operated by SMFR (hereinafter, "SMFR") regarding the inclusion of the City of Littleton into the district. The city manager established a negotiation team to represent the city in the discussions with SMFR. The team included Deputy City Manager Randy Young, Fire Chief Chris Armstrong (operations), Finance Director Tiffany Hooten (financial issues), Acting Human Resources Director Julie Lanier (personnel), and City Attorney Steve Kemp (legal).

Attached is the proposed Pre-Inclusion Agreement with SMFR. This agreement establishes the framework for the inclusion of the city into SMFR. The agreement additionally establishes the provision of fire service by an authority on behalf of SMFR should the voters of the city reject inclusion into SMFR. There is a redlined draft showing the major issues addressed since the February 27, 2018 study session and the revised version.

STAFF ANALYSIS:

There are fundamental principles that are the basis of the Pre-Inclusion Agreement. First, SMFR and the city will serve the same citizens and taxpayers with the intent that any additional costs incurred by the citizens should result in an improved level of service for fire and emergency medical services, and provide the structure for additional funding for capital improvements for streets and transportation. Second, the SMFR option offers the opportunity to improve services to the citizens at the lowest costs. Third, the Pre-Inclusion Agreement must be aligned with the council's direction provided in its prior discussions.

Council's direction includes: (1) the inclusion in SMFR will maintain current levels of service including emergency medical services; (2) minimize disruption to citizens and employees; and (3) recognize the financial impacts and support the city's plans to move to financially sustainable operations and capital plans.

Under state statute, should the voters of the city approve inclusion on November 6, 2018, the city will become part of the fire authority on January 1, 2019. The adjustments in Mill Levy rates will become effective on January 1, 2020. This is due to a provision in state statute requiring special district expansions to be approved by the District Court before and after an election and that the order approving the expansion be recorded prior to July 1 of the year preceding imposition of the changes in mill levy.

FISCAL IMPACTS:

There are several financial impacts to the city in the long term. In 2019, the city will have to contract for fire service with SMFR (under Fire Authority). Beyond 2020 will depend on the results of the November 2018 election.

Fiscal year 2019

The city will be required to contract with SMFR for the fiscal year 2019 due to a provision in state statute requiring approval of the district expansion before a Mill Levy is effective, regardless of the result of the November 2018 election. According to the Pre-Inclusion Agreement, the city will be required to pay the equivalent of 9.25 mills along with an amount equal to the specific ownership tax the city will receive in 2019. The estimated cost for fire service contracted with SMFR in 2019 is \$8.5 million.

Fiscal Year 2020 and Thereafter

The city will have two possible financial approaches for providing fire services to its citizens under the Pre-Inclusion Agreement beginning on January 1, 2020. Which approach the city will take is dependent on the results of the November 2018 election.

Inclusion

There are several financial considerations for citizens, as well as the city, should the voters approve inclusion. Some of the long-term impacts include the following:

Impact to citizens:

The SMFR mill levy of 9.25 would be added to property owners in the city, however, the city will reduce its mill levy by 4.662 mills and dedicate \$3.1 million to fund streets and transportation annually. In addition to enhanced fire services, citizens will see significant improvements to streets and transportation as a result of joining SMFR. An example of the impact to property taxes is below.

Residential*

Current property tax per month
6.662 mills City of Littleton
\$14.79 per month

New property tax per month
2 mills City of Littleton
\$9.25 mills SMFR
\$24.98 per month

Difference of \$10.19 per month

*Based on \$370,000 valued home

Commercial**

Current property tax per month
6.662 mills City of Littleton
\$161 per month

New property tax per month
2 mills City of Littleton
9.25 mills SMFR
\$271.88 per month

Difference of \$110.88 per month

**Based on \$1,000,000 valued property

Impact to city:

- Long-term
 - Revenue related
 - The city mill levy would be reduced from 6.662 mills to 2 mills - a reduction of \$4 million in property tax revenue.
 - Specific Ownership Tax revenue would be reduced due to the decrease in the property tax mill levy - estimated to be \$272,000.
 - Fire service contracts with Lockheed Martin and Meadowbrook would be terminated - \$653,000
 - Loss of administrative fee from fire partners - \$760,000
 - Other reduction in revenue related to fire - \$530,000
 - Expense related
 - Elimination of fire expenses - \$7.1 million
 - The dispatch contract will be terminated as these services would be provided by SMFR and included in the 9.25 mills added to property owners - saving the city \$293,790 annually.
 - No future fire capital costs/repairs/maintenance for apparatus or fire stations with the exception of Station 11 as this will be leased to SMFR.
 - The city would dedicate \$3.1 million to streets and transportation annually as a result of the reduction in fire costs to be adjusted annually.

There are also several one-time financial impacts to the city.

- The city may be required to pay off its portion of capital leases in advance - \$560,000
- Personnel vacation/comp time buyout - \$477,000
- Share in election costs - \$50,000
- Transfer of Emergency Medical Service net position to the General Fund - estimated at \$725,000; however, the actual amount would be determined at the end of 2018.

Contract

Without Inclusion there would be no direct impact to property tax payers, however, the city would be unable to dedicate additional funding for streets and transportation which will continue to add to the capital and infrastructure needs of the city. In addition, the city would be required to pay more for fire services beginning in 2019, which will have a direct impact to overall city services. There are several financial impacts to citizens and property owners, as well as the city, should the voters not approve an inclusion:

- The city mill levy would remain at 6.662 mills.
- The city would contract for fire service with SMFR at a cost estimated at \$8.5 million for a 9.25 mill levy equivalent plus specific ownership tax; an increase of approximately \$1.4 million over the 2018 fire budgeted costs.
- The city would maintain ownership of all assets with a lease agreement with SMFR - the costs to be determined.
- The dispatch contract will be terminated as these services would be provided by SMFR and included in the 9.25 mill equivalent fee - saving the city \$293,790.
- No additional funding for streets and transportation.

There are several outlying issues that are yet to be determined and will continue to be evaluated which include,

but are not limited to:

- Reduction in 17% reserve in the General Fund
- Transfer of EMS Enterprise net position to the General Fund
- City-wide administrative support provided for the fire department
- Health insurance benefits impact to city employees
- Dental insurance benefits impact to city employees
- Workers compensation insurance impact to city employees
- Property and liability insurance impact to city employees

SUMMARY

Based on preliminary projections for the next five years and based on the information known and estimated, inclusion will allow the city to provide enhanced fire and EMS service through SMFR, while also allowing the city to dedicate \$3.1 million each year (adjusted for growth/inflation) to streets and transportation.

In April, city staff will be discussing with council the five-year fiscally constrained financial plans to include the impact of the inclusion with SMFR. While the 2017 year-end information will not be final until May 31, 2018, it is anticipated there will be savings from 2017. This is not uncommon for cities. This will provide additional unanticipated resources for the city that can fund the contract for fire service with SMFR in 2019 without affecting service levels. In addition, during the 2019 budget process, this may allow an opportunity to further reallocate resources to the capital projects fund for street maintenance and infrastructure needs.

A reduction in fire expenditures will directly impact the General Fund reserve requirement resulting in the opportunity for city council to evaluate it. Currently, the reserve requirement of 17% is calculated on the operating expenditures of the General Fund. With the reduction of fire expenditures in the General Fund, the reserve policy of 17% results in a lower dollar amount required. The 2018 General Fund reserve is calculated at \$11.1 million. The new 17% reserve requirement would be approximately \$7.1 million after inclusion. There are additional factors with inclusion that will require the use of some of the reserves specifically related to city-wide administrative support of fire services.

STAFF RECOMMENDATION:

Staff recommends approval of the Pre-Inclusion Agreement on first reading.

PROPOSED MOTION:

I move to approve the ordinance on first reading concerning a Pre-Inclusion Agreement between the City of Littleton and South Metro Fire Rescue and to set the second reading and public hearing for April 17, 2018.

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CITY OF LITTLETON, COLORADO

ORDINANCE NO. 13

Series, 2018

INTRODUCED BY COUNCILMEMBERS: _____

**AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, APPROVING THE PRE-INCLUSION
AGREEMENT BETWEEN THE CITY OF LITTLETON,
COLORADO AND THE SOUTH METRO FIRE AND
RESCUE DISTRICT**

WHEREAS, the City of Littleton, Colorado (hereinafter “City”) is a home rule municipality that operates a fire and emergency services function, commonly known as Littleton Fire Rescue and provides services to the Littleton Fire Protection District and the Highlands Ranch Metropolitan District; and

WHEREAS, South Metro Fire and Rescue District (hereinafter, “South Metro Fire Rescue”) provides fire and emergency services in the political subdivisions adjacent to City; and

WHEREAS, the parties that Littleton Fire Rescue provides Fire and Emergency Services to (Highlands Ranch Metro District and Littleton Fire Protection District) (hereinafter “the Districts”) have entered into agreements providing to the inclusion of both Districts into South Metro Fire Rescue, subject to the approval of the voters in each respective district; and

WHEREAS, the Districts have agreed to terminate their agreements with the City and will participate in a fire authority organized by South Metro Fire Rescue effective January 1, 2019; and

WHEREAS, the City has entered into negotiations with South Metro Fire Rescue and has reached agreement on a proposed Pre-Inclusion Agreement; and

WHEREAS, the city council finds it to be in the best interest of the health, safety and welfare of the citizens to enter into the Pre-Inclusion Agreement with South Metro Fire Rescue for Fire and Emergency Services; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

Section 1: Terms and Termination; The Pre-Inclusion Intergovernmental Agreement is hereby approved effective April 19, 2018.

1 Either party may terminate this agreement with or without cause upon
2 twelve (12) months' written notice
3
4

5 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
6 of the City of Littleton on the 3rd day of April, 2018, passed on first reading by a vote of ____
7 FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis Library,
8 the Municipal Courthouse and on the City of Littleton Website.

9 PUBLIC HEARING on the Ordinance to take place on the 17th day of April,
10 2018, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
11 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

12 PASSED on second and final reading, following public hearing, by a vote of _____FOR
13 and _____ AGAINST on the 17th day of July, 2018 and ordered published by posting at
14 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton

15 ATTEST:

16 _____
17 Wendy Heffner
18 CITY CLERK

19 _____
20 Debbie Brinkman
21 MAYOR

22 APPROVED AS TO FORM:

23 _____
24 Lena McClelland
25 ASSISTANT CITY ATTORNEY

The redline and clean copies of the Pre-Inclusion Agreement will be added to the Packet tomorrow when the attorneys have finished their edits.

**SOUTH METRO DISTRICT/CITY OF LITTLETON
PRE-UNIFICATION
AND
FIRE AUTHORITY MEMBER
AGREEMENT
By and Among
City of Littleton
and
South Metro Fire Rescue Fire Protection District
and
South Metro/Cunningham Fire Rescue Authority**

Dated April 18, 2018

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**SOUTH METRO DISTRICT/CITY OF LITTLETON
PRE-UNIFICATION AND
FIRE AUTHORITY MEMBER
AGREEMENT**

THIS SOUTH METRO DISTRICT/CITY OF LITTLETON PRE-UNIFICATION AND FIRE AUTHORITY MEMBER AGREEMENT (“Agreement”) is made and entered into this 18th day of April, 2018 by and among the CITY OF LITTLETON (“City”), SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro District”), and the SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY (“Fire Authority”) (individually, a “Party” and collectively, the “Parties”).

RECITALS

A. South Metro District is a fire protection district authorized to provide, and is providing, fire protection, ambulance and emergency medical and rescue services, operation of the Fire Marshal’s office, enforcement of fire prevention codes and fire code permitting, fire investigation, hazardous materials response, and other emergency services authorized by statute and typically provided by a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S. (collectively, the “Fire Department Services”).

B. The City is a home rule municipality organized and existing pursuant to Article XX, Section 6 of the Constitution of the State of Colorado and its Home Rule Charter, and has all powers, functions, rights and privileges in the operation of a municipality, except those powers, functions, rights and privileges expressly forbidden to home rule municipal corporations and cities by the Constitution of the State of Colorado.

C. The Fire Authority is a separate legal entity that is a political subdivision and public corporation of the state, separate from its members, organized pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, Section 29-1-203.5, C.R.S. and the South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification Agreement dated November 16, 2017 (“Fire Authority Agreement”), attached hereto and incorporated herein as **Exhibit A**.

D. The Parties’ boundaries include portions of Douglas, Arapahoe and Jefferson Counties.

E. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

F. For many years, the City has provided Fire Department Services to the citizens and property within its jurisdiction through Littleton Fire Rescue, which is operated by the City in partnership with Littleton Fire Protection District (“Littleton Fire”) and Highlands Ranch Metropolitan District (“Highlands Ranch”). The partnership between the City, Littleton Fire and Highlands Ranch is set forth in an Intergovernmental Agreement dated January 17, 2012, and subsequent amendments thereto (“Littleton Fire Rescue IGA”).

G. In late 2016, discussions began by the respective Fire Chiefs regarding the possible unification of the Fire Department Services being provided by Cunningham Fire Protection District (“Cunningham”), South Metro District, Littleton Fire, Highlands Ranch and the City. On May 2, 2017, the Fire Chiefs of South Metro District, Littleton Fire Rescue, and Cunningham issued the 2017 Unification Proposal. On August 16, 2017 the Fire Chiefs issued a Response to Questions, which addressed specific questions by the Boards for Littleton Fire and Highlands Ranch related to the 2017 Unification Proposal. The 2017 Unification Proposal and Response to Questions are collectively referred to as the “Unification Proposal.”

H. As stated in the Unification Proposal, the ultimate goal is to have a single, unified fire protection district provide Fire Department Services to all of the communities, citizens and property within the South Metro District, Littleton Fire Rescue and Cunningham (“Unified Fire District”).

I. Over the last year, there has been extensive discussion and analysis regarding unification and the Unification Proposal, with the governing bodies of these fire departments evaluating whether unification would be in their best interests and in the best interests of their communities and the personnel who provide Fire Department Services to their communities. Simultaneously, the City commenced an evaluation of the future of fire service in the City and the possibility of unification.

J. In November 2017, Cunningham and South Metro District created the Fire Authority pursuant to the Fire Authority Agreement. The Fire Authority began operations on January 1, 2018 and is intended as an interim step in the unification process between Cunningham and South Metro District, whereby the Fire Authority will provide Fire Department Services within the jurisdictional boundaries of Cunningham and South Metro District until Cunningham has been fully unified with South Metro District into a single fire protection district.

K. In November and December 2017, Littleton Fire and Highlands Ranch each entered into a Memorandum of Understanding with South Metro District for Establishment of a Unified Fire Protection District and a Pre-Unification and Fire Authority Member Agreement. Subsequently, Littleton Fire and Highlands Ranch each gave each other and the City notices terminating their participation under the Littleton Fire Rescue IGA effective January 1, 2019.

L. In November and December 2017, the City's Council instructed the City to commence negotiations with South Metro District. South Metro District and the City desire to legally unify their Fire Department Services into a single fire protection district and to establish the actions to be taken to seek voter approval to include into South Metro District, effective January 1, 2019, the area that is within the City. In the event that such inclusion election is unsuccessful, South Metro District and the City shall continue to seek inclusion of the City into South Metro District and to provide through the Fire Authority all of the Fire Department Services which are currently being provided separately by each of the Parties until the area within the City is included into South Metro District or this Agreement terminates.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Unification Agreement.

(a) Creation of Single, Integrated Fire Protection District. The Parties intend to form a single, integrated fire protection district to serve all areas currently served by the Parties by including all territory currently within the City into South Metro District (the "Inclusion") by election pursuant to Section 32-1-401(2)(a)(II)(b) – (e), C.R.S. Unless mutually agreed to otherwise by the Parties, the Parties shall take the following actions to seek approval for the Inclusion at a coordinated mail ballot election to be held on November 6, 2018 (the "Initial Inclusion Election"):

(i) Initial Inclusion Resolution. Upon its determination to proceed with the Initial Inclusion Election, the South Metro District Board of Directors will, pursuant to Section 32-1-401(2)(a)(II), C.R.S., adopt a resolution proposing the Inclusion and setting a public hearing to adopt a Resolution Initiating Inclusion Election. Thereafter, South Metro District shall publish and mail notices as required by Section 32-1-401(2)(b) and (3), C.R.S.

(ii) Resolution Initiating the Initial Inclusion Election. At its meeting specified in the resolution and notice referenced above in paragraph 1(a)(i), South Metro District shall conduct a public hearing and consider adoption of a Resolution Initiating Inclusion Election pursuant to Section 32-1-401(2)(b), C.R.S. The Resolution Initiating Inclusion Election shall include, as conditions of the Inclusion, that if the voters approve the Inclusion, the City shall discontinue providing Fire Department Services. Prior to the Initial Inclusion Election, it is the City's intent to adopt an ordinance providing for a reduction in its property tax mill levy rate by 4.662 mills should the qualified electors of the City approve the Inclusion into the South Metro District. If the ordinance is not approved prior to South Metro District seeking a Court Order calling for the Initial Inclusion Election, the South Metro District can discontinue the Inclusion proceedings and this Agreement will terminate.

(iii) Request Court Order for Inclusion Election. If South Metro District approves the Resolution Initiating Inclusion Election following the public hearing, it shall immediately file a motion requesting an order from the Douglas County District Court setting a coordinated mail ballot election to seek voter approval of the Inclusion, appointing the Designated Election Official, and approving the ballot question in substantially the form attached hereto and incorporated herein as **Exhibit B**.

(iv) Conduct of the Initial Inclusion Election. Upon receipt of the order from the Douglas County District Court, South Metro District, through its Designated Election Official, shall certify the ballot no later than sixty (60) days prior to the Initial Inclusion Election date, and take all actions necessary or desirable to conduct the Initial Inclusion Election pursuant to the Colorado Local Government Election Code and the Special District Act.

(v) Court Order of Inclusion. If a majority of the voters approve the Inclusion, South Metro District shall immediately seek a final Order of Inclusion from the Douglas County District Court and record and file the same as necessary to make the Order of Inclusion effective as required by the Colorado Local Government Election Code and the Special District Act. Upon the effective date of the Order of Inclusion, South Metro District, either directly or through the Fire Authority, will provide within the area of the Inclusion the Fire Department Services typically provided throughout the South Metro District, including enforcement of fire codes as adopted by the City; any future amendments, repeals, revisions or adoptions of fire codes by the City will be done only after written notice from the City to, and consultation with, the South Metro District. The Parties acknowledge that the Court Order of Inclusion resulting out of the November 6, 2018 Initial Inclusion Election will likely not be issued until after January 1, 2019 and that for the tax year commencing on January 1, 2019 and ending on December 31, 2019, Fire Department Services will be provided through the Fire Authority.

(vi) Subsequent Inclusion Elections. If a majority of electors at the Initial Inclusion Election do not approve the Inclusion, South Metro District shall have the option to conduct a mail ballot or polling place inclusion election in the subsequent year (the “Second Inclusion Election”), and if the Second Inclusion Election fails, South Metro District shall have the option to conduct a similar Inclusion election in the same or subsequent year as the Second Inclusion Election (the “Third Inclusion Election”), based on timing within any given year as mutually agreed upon by the City and South Metro District. If the Inclusion is not approved by a majority of the eligible electors at the Initial, Second or Third Inclusion Election, at the request of South Metro District, the City shall reimburse South Metro District for all costs associated with additional, annual Inclusion elections until this Agreement is either terminated or the Inclusion is approved by the eligible electors. Pursuant Section 39-1-110, C.R.S., an inclusion election that has not been approved by the District Court and recorded with the County prior to July 1, shall result in the City receiving Fire Department Services through

the Fire Authority until the end of the calendar year following the year of the inclusion election.

(vii) Payment of Inclusion Election Costs. For the Initial, Second, and Third Inclusion Elections pertaining only to the City, the City shall pay fifty percent (50%) of the cost of conducting the election including, but not limited to, costs associated with public education and election consulting services. All costs incurred by South Metro District associated with Inclusion elections following the Initial, Second, and Third Inclusion Elections shall be reimbursed in full by the City, as set forth above.

(b) South Metro District Director District Boundary Changes. South Metro District is governed by a seven (7) person Board of Directors elected from director districts. Following the effective date of the Court order approving the Inclusion and prior to the next regular Board of Directors election, South Metro District shall take such action, as necessary, to reestablish the South Metro District Board of Directors director districts to account for the Inclusion. Such redistricting shall comply with Section 32-1-804(1), C.R.S., which requires that director districts have, as nearly as possible, the same number of eligible electors, and any other applicable state and federal law regarding redistricting.

(c) Transfer of City Fire Department Assets. As of January 1, 2019, the City shall discontinue providing Fire Department Services. As of the recording of a final District Court Order of Inclusion, and subject to subsections 2(e), 2(f), and 2(g) below, the City shall transfer to South Metro District all legal and equitable title of the City's interest in any assets and property currently used by Littleton Fire Rescue, free and clear of all liens and encumbrances. The City agrees to use its best efforts to assist Littleton Fire and Highlands Ranch in the transfer of any property used by Littleton Fire Rescue and owned by either District. Assets and property include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, and machinery, with the exception of telephones and computers owned by the City. The City will provide a list of intangible personal property, warranties, licenses, permits, leases, guarantees, indemnifications and agreements which will be assigned to South Metro District, together with cash paid to the City for Fire Department Services provided before January 1, 2019, with the exception of account receivables for Fire Department Services provided on or after January 1, 2019 (collectively, the "City Fire Department Assets"). Any City funds transferred to South Metro District will be used only for the betterment of Fire Department Services to the territory within the City's boundaries.

(d) Property Insurance. The City is a member of the Colorado Intergovernmental Risk Sharing Agency, a municipal risk retention pool. The Fire Authority is insured for property, casualty and liability coverage by Arch Insurance and for workers compensation coverage by the Colorado Special District Association

insurance pool. The City will cooperate with the Fire Authority in the transfer and insurance of property.

(e) Contracts for Service. The City has two contracts for the provision of fire and emergency medical services.

(i) Lockheed Martin. The City has entered into an Agreement dated January 19, 2016 with Lockheed Martin Corporation, acting through its Lockheed Martin Space Systems business (“LMSSC Agreement”). The City has notified LMSSC of its desire to amend the LMSSC Agreement providing for assignment for a short-term period not to exceed two years of the current LMSSC Agreement to the South Metro District. It is the intent of the City and South Metro District that the South Metro District will provide services on an interim basis under the same terms and conditions applicable to the City under the LMSSC Agreement for a two (2) year period commencing on January 1, 2019. Neither South Metro District nor the Fire Authority, by this Agreement, undertake an obligation to serve LMSSC, beyond the two (2) year period commencing on January 1, 2019 and no third-parties shall be a beneficiary of this subsection.

(ii) Meadowbrook-Fairview Metropolitan District. The City has entered into a Service Agreement with the Meadowbrook-Fairview Metropolitan District (“Meadowbrook-Fairview Service Agreement”). The City and Meadowbrook have entered into discussion and Meadowbrook has agreed to the termination of the existing Meadowbrook-Fairview Service Agreement with the City effective January 1, 2019. It is the intent of the City and Meadowbrook that Meadowbrook will either annex into South Metro District or enter into the Fire Authority. Neither South Metro District nor the Fire Authority, by this Agreement, undertake an obligation to serve Meadowbrook.

2. Fire Authority. As of January 1, 2018, pursuant to the Fire Authority Agreement, the Fire Authority began operating and providing Fire Department Services to South Metro District and Cunningham until such time as all of the territory within Cunningham can be included into South Metro District. Other entities may be made members of the Fire Authority upon terms and conditions approved by a two-thirds (2/3) vote of the Fire Authority Board. Approval of this Agreement by a two-thirds (2/3) vote of the Fire Authority Board shall constitute approval of the Fire Authority Board to the City’s membership in the Fire Authority, pursuant to the provisions of this Agreement and the terms of the Fire Authority Agreement.

(a) Fire Authority Membership and Service. Pursuant to Section 39-1-110, C.R.S, as the notification deadline to the County will not be met by July 1, 2018, and regardless of the outcome of the Initial Inclusion Election, the City shall become a member of the Fire Authority and receive Fire Department Services from the Fire Authority as of January 1, 2019. Except as otherwise provided in this Agreement, the terms of the Fire Authority Agreement are incorporated herein. The City will no longer be a member of the Fire Authority following approval by the voters of the Inclusion

effective January 1st of the first year during which South Metro District will receive property tax revenue from property being included. If the Initial, Second, and Third Inclusion Elections fail to approve the Inclusion, the City shall continue to be a member of the Fire Authority until this Agreement is terminated as set forth herein.

(b) Fire Authority Board. During its membership in the Fire Authority, the City shall be entitled to one (1) voting member on the Fire Authority Board.

(c) Financial Contribution. The City's annual payment to the Fire Authority for Fire Department Services shall be equal to the revenue that would be generated by imposing a tax of 9.25 mills on the assessed valuation of all taxable property within the City's boundaries. Because the City's actual property tax mill levy rate is less than 9.25 mills, and because specific ownership tax is distributed based on property tax rates, the City shall also contribute to the Fire Authority all revenue the City actually receives from its specific ownership tax in the applicable year. In any year during which the City would otherwise be a member of, and receive services from, the Fire Authority but the City does not, or is not able to, contribute such revenue to the Fire Authority, the City shall cease to be a member of the Fire Authority, this Agreement shall terminate, and neither the Fire Authority nor South Metro District shall have any obligation to provide the Fire Department Services within the City's boundaries. Payments shall be made by the City to the Fire Authority in two (2) equal installments on January 15 and July 15 of each year, based on the final certified assessed valuation provided by the County Assessor in the prior year and the estimated specific ownership tax revenue, with a true-up payment or credit to be provided on December 31 of each year based on actual specific ownership tax revenue received by the City within such year. Notwithstanding the foregoing, if the voters at the Initial Inclusion Election approve Inclusion into South Metro District, the City may choose to pay the Fire Authority for Fire Department Services provided in 2019 as set forth above, or may pay as follows:

(i) The City shall pay the Fire Authority in 2019 an amount equal to the amount paid by the City for Fire Department Services provided by Littleton Fire Rescue in 2018; and

(ii) The City shall pay the Fire Authority in 2020 the difference between the amount owed under Section 2(c) of this Agreement and the amount paid in 2019 pursuant to Section 2(c)(i); and

(iii) The City shall include the payments set forth in Sections 2(c)(i) and (ii) of this Agreement in its budgets and appropriations presented by City staff for final consideration by the City's Council for the years in which the payments are due.

(d) Transfer and Lease of City Fire Department Assets. In consideration of the Fire Authority's obligations to provide Fire Department Services to the City, upon

the City becoming a member of the Fire Authority without its Inclusion into the South Metro District, the City will, for no additional consideration, transfer, convey or assign all legal and equitable title to the City Fire Department Assets to the Fire Authority, free and clear of all liens and encumbrances, except as set forth in subsections 2(e), 2(f), and 2(g) below. The Parties agree to execute all documents necessary to accomplish the transfer of City Fire Department Assets. Thereafter, the Fire Authority will be responsible for all maintenance and repair of the City Fire Department Assets. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate this Agreement, the City Fire Department Assets shall be returned to the City as is, unless the City Fire Department Assets have been disposed of previously. If the Inclusion has not been successful and the City terminates the Agreement, the City Fire Department Assets shall remain the property of the Fire Authority.

(e) Fire Station 11 Lease. Notwithstanding subsection 2(d) above, prior to January 1, 2019, the City will take actions to seek subdivision approval of the land upon which Fire Station 11 is located, and shall, at no cost, lease the land and Fire Station 11 to the Fire Authority and South Metro District for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority, but with a provision that the lease will terminate upon the Fire Authority or South Metro District bringing into operation a fire station intended to replace and provide primary response to the primary response area currently served by Fire Station 11. Additionally, if the Inclusion has not been successful and either the City, the Fire Authority or South Metro District terminate this Agreement, the Fire Station 11 lease shall terminate and Fire Station 11 shall be returned to the City subject to reasonable wear and tear. During the term of the lease, the Fire Authority or South Metro District shall only be responsible for routine maintenance; any maintenance in excess of \$5,000 per year and all capital improvement or replacement shall be the responsibility of the City.

(f) Stations 12 and 19, and Fire Department Capital Assets. Notwithstanding subsection 2(d) above, as of January 1, 2019, the City shall lease, at no cost, to the Fire Authority and South Metro District, Fire Stations 12 and 19 and their associated land, as well as the capital assets listed on **Exhibit C** attached hereto and incorporated herein (the "Fire Department Capital Assets"). Such leases shall be for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority. During the term of the leases, the Fire Authority or South Metro District shall only be responsible for routine maintenance; any maintenance in excess of \$5,000 per year and all capital improvement or replacement shall be the responsibility of the City. The leases shall provide that upon the recording of a final District Court Order of Inclusion, the City shall transfer to South Metro District all legal and equitable title of the City's interest in Station 12 and 19 and the Fire Department Capital Assets, free and clear of all liens and encumbrances. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate

this Agreement, the leases shall terminate and Stations 12 and 19 and the Fire Department Capital Assets shall be returned to the City as is. If the Inclusion has not been successful and the City terminates the Agreement, the leases shall terminate and only Stations 12 and 19 shall be returned to the City and the Fire Department Capital Assets shall be conveyed to South Metro District or the Fire Authority.

(g) Station 12 Information Technology Space. Notwithstanding subsection 2(d) above, as of January 1, 2019, the Fire Authority and South Metro District shall enter into a separate agreement with the City to allow the City, at no cost, to continue to occupy space at Fire Station 12 that is currently used by the City for a backup information technology system. Such agreement shall allow the City to occupy such space regardless of whether Station 12 is leased or conveyed to the Fire Authority or South Metro District.

(h) Transfer of Personnel. The Parties' intent is that all Littleton Fire Rescue personnel will, on January 1, 2019, be transferred without a break in service and become employees of the Fire Authority, in positions available within the Fire Authority similar to the positions they held with Littleton Fire Rescue. The transfer of employment is subject to the individual acceptance of the transfer by each such employee based on employment terms set by the Fire Authority. Failure to accept the transfer will result in the employee being deemed terminated by the City. However, that if the Inclusion is not approved by the voters and this Agreement is terminated, the City agrees that any of the former City employees transferred to South Metro District may reapply for positions with the City with no loss in seniority or service should they be rehired by the City. For a period of one (1) year from the transfer, no Party shall otherwise attempt to employ any employee of another Party without the other Party's prior written consent.

(i) Dispatch Services. As of January 1, 2019, dispatch services shall be provided at no additional charge and the existing User Agreement, effective date October 25, 2017 ("Dispatch Services Agreement"), will be terminated as between the City and South Metro District.

(j) EMS, Fire and Emergency Service Billing. The Fire Authority shall be responsible for all billing, payment account management and accounts receivables for emergency medical, ambulance, fire and other emergency services provided by the Fire Authority beginning January 1, 2019, and thereafter. For all emergency medical, ambulance, fire and other emergency services provided by the City prior to January 1, 2019, the City shall be responsible for all billing, payment account management and accounts receivables and shall retain ownership of the accounts receivables.

(k) Fire Department Services – Standards of Coverage. During any period that the Fire Authority or South Metro District provide Fire Department Services to the area currently within the City, South Metro District and the Fire Authority expect that Fire Department Services standards to all areas currently within the City will meet or

exceed those currently being provided by Littleton Fire Rescue. It is not possible to define precisely when, how, and by how much the Fire Authority or South Metro District will improve service standards and response times to the City. However, to extend accreditation to the the City area, the Fire Authority will develop and pursue a specific improvement plan.

(l) Colorado Fire Fighters Cancer and Heart Benefit Trusts. Both the City and the Fire Authority are members of the Colorado Fire Fighters Cancer and Heart Benefit Trust (the "Trust"). The City will remain a member for a period not to exceed ten (10) years commencing on January 1, 2019 to provide coverage under the Trust to any firefighter employed by Littleton Fire Rescue as of December 31, 2018 who makes a claim that a cancer or covered condition which they have developed occurred as the result of service as a fire fighter for Littleton Fire Rescue prior to December 31, 2018. All claims arising out of an individual claim of cancer that developed after December 31, 2018 shall be the responsibility of the Fire Authority.

(m) Fire and Police Pension Association of Colorado ("FPPA"). Both the City and the Fire Authority participate in the FPPA Statewide Defined Benefit Plan for eligible employees as determined by the FPPA. As set forth in subsection 2(e) above, the City and the Fire Authority shall cooperate to affect a transfer of employees to the Fire Authority so as to avoid a break in service, thus allowing their participation in the FPPA Statewide Defined Benefit Plan and the Statewide Death and Disability Plan based on a continuation of service begun with the City. Notwithstanding the foregoing, all questions of transfer, eligibility, enrollment and benefit calculation shall be solely determined by the FPPA and not under any provision of this Agreement.

(n) Environmental Assessment of Property. The City has disclosed to South Metro District that above ground fuel storage tanks ("ASTs") are located on the station sites for Fire Stations 13, 14, 16, and 17. The City shall disclose to South Metro District, any knowledge or information it has with regard to any current or historical environmental contamination of property associated with the ASTs. The City agrees to provide South Metro District within ninety (90) days following the execution of this Agreement with a Phase I Environmental Assessment (the "Assessment") for all four (4) station sites. The City shall remove all of the ASTs prior to December 31, 2018, unless South Metro District requests the City to retain any or all of them. Fire Stations 13 and 14 are owned by Littleton Fire, and Fire Station 17 is owned by Highlands Ranch. If the Assessment indicates that a Phase II Environmental Assessment ("Phase II Assessment") is warranted on Station 16, the City and South Metro District shall meet and jointly obtain a Phase II Assessment, with the costs to be born equally by the Parties. In the event the Assessment indicates that a Phase II Assessment should be conducted for Fire Stations 13, 14 or 17, South Metro District may take such action as it deems appropriate. In the event that the Phase II Assessment indicates that remediation is required for Station 16, the City shall undertake such remediation as it determines appropriate. South Metro

District shall not be required to take possession or title to any station site associated with an AST until it determines, in its reasonable discretion, that any environmental contamination has been adequately remediated.

(o) Operational Standards. Both the City and the Fire Authority agree that there may be one or more Memorandum of Understanding between the Parties executed by the Fire Authority Fire Chief and the City Manager covering operational and administrative matters necessary to implement the terms of this Agreement.

3. Term and Termination.

(a) Term. This Agreement shall become effective immediately upon execution by the Parties. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

(b) Termination. This Agreement shall automatically terminate on January 1st of the first year during which the Fire Authority will receive property tax revenue from property within the City following approval by the voters of the Inclusion. This Agreement may also be terminated upon either South Metro District or the City giving written notice to the other twelve (12) months prior to the first day of January of the year in which the Agreement will be terminated. If the Agreement is terminated based on the Inclusion, the provisions herein obligating the City to transfer City Fire Department Assets and property shall survive such termination until satisfied.

(c) Payments Subject to Annual Appropriations. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, and therefore shall not constitute a multiple fiscal year financial obligation. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this Agreement shall terminate as of January 1 of the year in which such payment is due.

4. Miscellaneous.

(a) Party Inclusions and Exclusions. During the term of this Agreement, and because of the potential impact on the service demands and revenues of South Metro District and the Fire Authority, the City will not annex property outside the current boundaries of the South Metro District without written notice to South Metro District and the Fire Authority. Neither the Fire Authority nor South Metro District shall have any obligation to serve property annexed by the City that is located outside of the current boundaries of South Metro District, unless South Metro District has given its prior written consent.

(b) Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be given in person, by facsimile, or sent by

registered or certified mail, postage prepaid to the Parties at the addresses set forth on each signature page attached hereto, unless another address is certified to the Parties. If sent by registered or certified mail, the notice shall be deemed given seventy-two (72) hours after being placed in the U.S. Mail.

(c) No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

(d) Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

(e) Amendments. This Agreement may be amended only by a signed, written document approved by formal authority of the governing bodies of all of the Parties.

(f) Duplicate Originals. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be an original, but all of which, together, shall constitute one in the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated.

CITY OF LITTLETON

By: _____
Debbie Brinkman, Mayor

Date: _____

Address: 2255 W. Berry Ave.
Littleton, CO 80120

Attest:

Wendy Heffner, City Clerk

SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT

By: _____
Laura Simon, President

Date: _____

Address: 9195 E. Mineral Ave.
Centennial, CO 80112

Attest:

Ronda Scholting, Secretary

SOUTH METRO/CUNNINGHAM FIRE
RESCUE AUTHORITY

By: _____
Laura Simon, President

Date: _____

Address: 9195 E. Mineral Ave.
Centennial, CO 80112

Attest:

Ronda Scholting, Secretary

EXHIBIT A

**SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY CREATION
AND PRE-UNIFICATION AGREEMENT**

**SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY
CREATION AND PRE-UNIFICATION
AGREEMENT**

BETWEEN

Cunningham Fire Protection District

and

South Metro Fire Rescue Fire Protection District

Dated November 16, 2017

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**SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY
CREATION AND PRE-UNIFICATION
AGREEMENT**

THIS SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY CREATION AND PRE-UNIFICATION AGREEMENT ("Agreement") is made and entered into this 16th day of November, 2017 by and among CUNNINGHAM FIRE PROTECTION DISTRICT ("Cunningham"), and SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT ("South Metro"), both of which are quasi-municipal corporations and political subdivisions of the State of Colorado, operating pursuant to Article 1, Title 32, C.R.S. (individually "Party" and collectively "Parties").

RECITALS

A. The Parties are both fire protection districts located within Douglas and/or Arapahoe Counties, and authorized to provide and providing fire protection, ambulance and emergency medical and rescue services, enforcement of fire prevention codes, hazardous materials response, and other emergency services authorized by statute and typically provided by a public fire department.

B. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

C. The Parties, being located adjacent to one another, and pursuant to Article XIV, §18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., have developed a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, and have previously entered into numerous contractual agreements and cooperative arrangements to jointly provide public services, including, but not limited to the Intergovernmental Agreement for Mutual Aid Between Fire Departments effective February 1990, the Memorandum of Understanding regarding Automatic Aid between Parker and Cunningham Fire Protection Districts and the Aurora Fire Department dated March 1990, the Combined Communications Center Agreement dated July 6, 1993, the South Metro Fire Training Academy Release and Indemnity Agreement dated February 11, 1994, the Intergovernmental Agreement for Motor Vehicle Repairs commencing January 1, 1996, the United Fire Dispatch Authority Creation Agreement and First Amendment thereto dated August 18, 1999, the Automatic and Mutual Aid Agreement entered into in 2000, the Hazardous Materials Response Team Board of Arapahoe/Douglas Counties originally organized in 1992 and re-established in 2003, the Douglas County Emergency Response Mutual Aid Agreements signed in 2000 and 2003, the Intergovernmental Agreement Creating Regional Fire Code Board of Appeals and the First Amendment thereto dated June 27th 2007, the 2008

Intergovernmental Agreement for Mutual Aid Between Fire Departments, and the Interim Intergovernmental Agreement for Fire Investigation Services dated April 27, 2015.

D. The Parties, because of their long-standing, effective, and efficient cooperative arrangements to jointly provide public services, wish to completely integrate all aspects of their operations, administration, and services through the formation of a fire rescue authority to provide all of the services which are currently being provided separately by each of the Parties, until such time as the Parties may be legally integrated into a single fire protection district, and further wish to establish the actions to be taken and the principals to guide them in an orderly and effective manner to combine into a single fire protection district.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Creation of the Authority. The Parties hereby create and establish a separate legal entity known as the South Metro/Cunningham Fire Rescue Authority (the "Authority") which shall have the powers, authorities, duties, privileges, immunities, rights and responsibilities of a public body politic and corporate, and organized and operated with all the authorities of, and to provide the services authorized to a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S.

A. Nature of the Authority. The Authority is a separate legal entity that is a political subdivision and public corporation of the state, separate from the Parties, organized pursuant to 29-1-203.5 C.R.S. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to a fire protection district, including, but not limited to Article 1, Title 32, C.R.S., regarding general and specific powers and services; Parts 1, 5 and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6 and Part 2 of Article 72, and Article 10 Title 24, C.R.S., regarding open meetings, open records and governmental immunity; and Article X Section 20 of the Colorado Constitution ("TABOR"), except that to the fullest extent possible, the Authority shall be deemed a TABOR enterprise jointly established by the Parties. The Authority boundaries shall consist of the combined territorial boundaries of the Parties.

B. Principal Place of Business. The principal place of business of the Authority shall be 9195 East Mineral Avenue, Centennial, Colorado 80112, unless otherwise established by the Authority Board, as defined below.

C. Authority Purposes, Functions and Services. The purposes of the Authority are to:

1. Provide Fire Rescue Services. Provide all services and functions authorized to a fire protection district operating pursuant to Article 1, Title 32,

C.R.S. (the "Fire Rescue Services") on behalf of the Parties on a nondiscriminatory basis within the Authority boundaries through a temporary, fully integrated entity until such time as the Parties can be permanently integrated into a single fire protection district;

2. Assignment of Assets. Take by assignment for the term of this Agreement all existing assets of the Parties unless otherwise specifically excepted by this Agreement, and acquire, operate, and maintain real and personal property, facilities, systems, apparatus, equipment, and other assets to provide the Fire Rescue Services;

3. Management of Personnel. Direct, supervise and manage all personnel of the Authority, including all aspects of hiring, supervising, compensating and terminating;

4. Facilitate Permanent Unification. To take actions that shall facilitate the permanent unification of the Parties into a single fire protection district, subject to further agreement of the Parties; and

5. Additional Authority Members. Add other entities as members of the Authority based on terms and conditions approved by a two-thirds (2/3) vote of the Authority Board.

II. Powers of Authority. To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the power to:

A. Operate Integrated Organization. Manage, maintain, and operate a fully integrated organization to provide Fire Rescue Services on behalf of the Parties;

B. Sue. Sue, and to be sued, in its own name;

C. Seal. Have and use an Authority seal;

D. Adopt Bylaws, Rules and Regulations. Adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes;

E. Provide Fire Rescue Services. Exercise any other powers which are essential to the provision of Fire Rescue Services by the Authority, including all powers and authorities authorized by Sections 32-1-1001 and 32-1-1002, C.R.S., except that the Authority shall have no power to impose taxes or take property by eminent domain, unless specifically authorized in writing by the Parties;

F. Exercise Parties' Powers. Exercise any power lawfully authorized to each of the Parties;

G. Fix Fees, Rates and Charges. Fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the Authority in the manner provided by law;

H. Receive Contributions. Receive contributions, gifts, bequests or other grants of cash, equipment or services for the use of the Authority, from the Parties or other entities, individuals, or political subdivisions;

I. Apply for Grants. Apply for and receive grants in its own name;

J. Conduct Business. Conduct its business and affairs for the benefit of the Parties and their residents, property owners, and visitors;

K. Acquire Property. Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized to operate a fully integrated organization to provide Fire Rescue services on behalf of the Parties;

L. Cooperate. Own, operate and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative or enterprise operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other enterprise with others;

M. Engage Agents. Engage or employ agents, including, but not limited to, engineers, attorneys, architects and consultants, and employees;

N. Contract; Purchases. Enter into, make and perform contracts of every kind and purchase goods and services as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind;

O. Contract Services. Provide contract services to other entities based on terms and conditions approved by the Authority Board, so long as such contracts do not result in increased cost of providing service to South Metro and Cunningham, in which case approval of the Parties is required;

P. Incur Debt. Incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and

privileges of the Authority. No obligation of the Authority shall become an obligation of any Party without the express written consent of such Party. All debts, liabilities and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets. The Authority shall have no authority or power to levy or collect taxes of any kind;

Q. Act as Agent. Act as agent on behalf of the Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the Parties and any other party, to the extent permitted by law and the terms of such contracts and agreements;

R. Establish TABOR Enterprises. Operate as and establish one (1) or more TABOR enterprise operations; and

S. Operate Under Trade Names. Operate under the trade names "South Metro Fire Rescue," "South Metro Fire Rescue Authority" and "SMFR" (collectively the "Trade Names"). Some or all of the Trade Names are currently registered to South Metro. South Metro shall, as of January 1, 2018, assign to or relinquish in favor of the Authority the Trade Names. Upon termination of this Agreement the Trade Names shall be assigned or relinquished back to South Metro.

III. Governance.

A. Authority Board. The governing body of the Authority shall be the Board of Directors ("Authority Board"), in which all administrative and legislative power of the Authority is vested.

1. Number. The Authority Board shall initially be comprised of nine (9) directors ("Authority Directors"). In the event that Littleton Fire Protection District ("Littleton District") and/or Highlands Ranch Metropolitan District ("Highlands Ranch") become members of the Authority, the Authority Board shall become comprised of seven (7) Authority Directors. Each Authority Director shall be entitled to cast one vote on any matter that comes before the Authority Board.

2. Appointment. Initially, the governing body of South Metro shall appoint seven (7) Authority Directors, and the governing body of Cunningham shall appoint two (2) Authority Directors. In the event that Littleton District and/or Highlands Ranch become members of the Authority and the Authority Board is reduced to seven (7) Authority Directors, Cunningham, Littleton District and/or Highlands Ranch will each appoint one (1) Authority Director and South Metro shall appoint the balance of the seven (7) Authority directors. Each Authority Director appointed by a Party shall be a member of and shall serve at the pleasure of the governing body of the Party by whom the Authority Director is appointed.

3. Vacancies. A position of Authority Director shall be deemed vacant upon the resignation, death, removal by the appointing governing body, or disability or illness rendering the person unable to perform the essential functions of Authority Director with or without reasonable accommodations, or disqualification as a member of the Party's governing body. A vacancy on the Authority Board shall be filled in the same manner as appointment of an Authority Director as hereinabove provided.

4. Compensation. As set forth in the bylaws adopted by the Authority Board, Authority Directors may receive as compensation for the Authority Director's service to the Authority one hundred dollar (\$100.00) per meeting attended, but not in excess of two thousand four hundred dollars (\$2,400.00) per annum, or as may be allowed pursuant to Section 32-1-902, C.R.S. The Authority Board shall also provide for reimbursement to the Authority Directors of their actual and reasonable expenses incurred on behalf of the Authority.

5. Decisions. Decisions of the Authority Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present. Except as otherwise expressly provided herein or required by law, decisions of the Authority Board shall be made by a majority of the total Authority Directors.

B. Advisory Directors. The members of the governing bodies of the Parties not appointed to the Authority Board are designated advisory members to the Authority Board ("Advisory Directors"). Advisory Directors shall be provided notice of and be compensated for attendance at Authority Board meetings in the same fashion as Authority Directors. Except as limited in this section, Advisory Directors shall be expected to attend and participate in meetings of the Authority Board, including executive sessions and straw votes conducted in public meetings prior to the final action, the same as Authority Directors. Advisory Directors shall not be considered for purposes of determining a quorum for Authority Board meetings, shall not serve as officers of nor bind the Authority Board or Authority, and shall have no vote as to the final action on any matters before the Authority Board.

C. Meetings.

1. Regular Meetings. Unless otherwise provided by the Authority Board, regular meetings of the Authority Board shall be conducted not less than monthly, at the principal place of business of the Authority, which shall be identified in any notice of such meetings.

2. Meeting Quorums. A quorum for the conduct of business at meetings of the Authority Board shall be a simple majority of the Authority Directors. If less than a quorum is present, the Authority Directors present may adjourn the meeting

from time to time, provided further, that the Secretary shall notify any absent Authority Directors of the time and place of such adjourned meeting.

3. Special Meetings. Special meetings of the Authority Board may be called by the Chair or any two (2) Authority Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Authority Board shall be held at such time and place as shall be fixed by the Chair or Authority Directors calling the meeting.

4. Notice of Meetings. Written notice of any special meeting of the Authority Board shall be delivered to each Authority Director not less than three (3) days before the date fixed for such meeting, either personally, by facsimile, by e-mail, or by mail, by or at the direction of the Secretary, or upon the Secretary's default, by the person calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Authority Director at the Authority Director's address as it appears on the records of the Authority, with first-class postage thereon prepaid.

5. Waiver of Notice. Whenever any notice is required to be given to any Authority Director under the provisions of law or this Agreement, a waiver thereof in writing by such Authority Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of an Authority Director at any meeting of the Authority Board shall constitute a waiver by such Authority Director of notice of such meeting, except when such Authority Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly convened.

6. Emergency Meetings. Emergency meetings may be called by the Chair or any two (2) Authority Directors in the event of an emergency that requires the immediate action of the Authority Board in order to protect the public health, safety and welfare of the Authority or its residents or visitors, without notice if notice is not practicable. If possible, notice of such emergency meeting may be given to the Authority Board by telephone or whatever means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Authority Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of (a) the next regular meeting, or (b) the next special meeting of the Authority Board at which the emergency issue is on the public notice of the meeting. At such subsequent meeting, the Authority Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting, but the rescission shall not invalidate any action taken during the time the emergency action was in effect.

7. Conduct of Meetings. To the extent the Authority Board does not otherwise adopt rules of procedure, meetings of the Authority Board shall be conducted in accordance with Robert's Rules of Order. At the time of appointment of officers, the Authority Board shall appoint a parliamentarian who shall be familiar with Robert's Rules and who shall be consulted on points of order. If a majority of the Authority Directors do not agree with the parliamentarian's ruling on any point of order, such dispute shall be resolved by reference to Robert's Rules of Order Newly Revised In Brief, 2011 Edition. If such reference fails to resolve the matter, the parliamentarian's ruling shall stand.

D. Duties of the Authority Board. The duties of the Authority Board shall be to:

1. Governance. Govern the business and affairs of the Authority;
2. Powers. Exercise all powers of the Authority;
3. Policy. Set policy related to planning and future direction and expansion of Authority;
4. Statutory Compliance. Comply with statutes applicable to a fire protection district;
5. Funds. Invest the funds of the Authority;
6. Finances. Govern the financial transactions of the Authority, including the receipt, custody and disbursement of its funds, securities and other assets;
7. Accounting. Provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Authority Board;
8. Records. Keep records of the Authority's proceedings, and to retain records of the Authority in accordance with the Special Districts Records Management Manual of the Colorado State Archives. Both Parties shall have access to all such records of the Authority unless prohibited by state or federal law, at no cost;
9. Bylaws. Adopt such by-laws as appropriate for the conduct of its business not in conflict herewith; and
10. Fire Chief. Hire, supervise, and if determined necessary, discipline and terminate the Authority Fire Chief, who shall oversee and manage all business and affairs of the Authority pursuant to the terms of this Agreement.

E. Officers The officers of the Authority shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Authority Board from time to time, to perform such duties as may be approved by the Authority Board. The Chair, Vice-Chair and Treasurer shall be Authority Directors, but the other officers of the Authority need not be Authority Directors.

1. Appointments and Term of Office. The Authority Directors shall appoint officers who shall serve as officers of the Authority at the pleasure of the Authority Board. Officers shall be appointed annually by the Authority Board as set forth in the Authority's Bylaws. Vacancies or appointment of new officers may be filled at any meeting of the Authority Board.

2. Removal. Any officer or agent appointed by the Authority Board may be removed by the Authority Board, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.

3. Duties of Officers. In addition to duties designated by the Authority Board, the duties of the officers shall include the following:

a. Chair. The Chair shall be an Authority Director and preside at all meetings of the Authority Board and, except as otherwise delegated by the Authority Board, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be as Authority Director and, in the absence of the Chair or in the event of his inability or refusal to act, shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary need not be an Authority Director and shall maintain, or cause to be maintained, the official records of the Authority, including this Agreement, by-laws, rules and regulations established by the Authority Board, minutes of the meetings of the Authority Board, and a register of the names and addresses of the Authority Directors, alternates and officers, and shall issue notice of meetings, attest and affix the corporate seal to all documents of the Authority. A separate recording secretary and records custodian may be appointed by the Authority Board for taking and preparing meeting minutes and keeping and maintaining the official records of the Authority.

d. Treasurer. The Treasurer shall be an Authority Director and shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the Authority. The accounting function shall be provided by Authority personnel or independent contractor under the supervision of the Fire Chief and Treasurer, and shall be reviewed at least monthly by the Authority Board.

e. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not an Authority Director, such person shall receive such compensation as is deemed appropriate by the Authority Board.

4. Bonds of Officers. The Treasurer and any other officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall provide insurance coverage or give a bond in such sum, if any, and with such surety as the Authority Board shall determine. The Authority Board, in its discretion, may also require any other officer, agent or employee of the Authority to provide insurance coverage or give a bond in such amount and with such surety as shall be determined. The cost of such insurance or bond shall be an expense of the Authority.

F. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S.:

1. Defense Costs. Each Authority Director, officer, agent, employee, and volunteer of the Authority, whether or not then in office and his/her personal representatives shall be indemnified by the Authority against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of his duties and within the scope of his employment or that the act or omission of such employee was willful and wanton and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person; or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. Costs and expenses to be indemnified by the Authority shall include amounts reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

G. Execution of Contracts. Except as otherwise provided by law, the Authority Board may authorize any Authority Director, officer, employee, or agent to

enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

IV. Financial.

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as determined by motion of the Authority Board, except that all notes, bonds, or other evidences of indebtedness shall be issued by resolution.

B. Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Authority Board may select.

C. Fiscal Years. The fiscal year of the Authority shall be January 1 through December 31.

D. Debt Not That of Parties. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties, unless approved by written consent of the Parties in compliance with law.

E. Funds of Parties. The Parties shall convey to the Authority all of their existing funds as of January 1, 2018 and all future funds and revenues as they are received, except that the Parties may retain funds in the amount of \$150,000 plus the amount of any fees due to the County Treasurers for collection of the Parties' property taxes. Each Party shall pay or cause to be paid to the Authority all of its revenues on a monthly basis. Each Party shall pay its ongoing administrative expenses associated with its individual management from the retained funds and shall retain on an annual basis no more than \$150,000 plus the County Treasurers' fees for such purposes. Either Party may request additional funds be transferred back to it by the Authority for additional financial needs of the Party, which request shall not be unreasonably denied. Such expenses may include but are not limited to Authority Director's fees, legal counsel fees, accounting and auditing fees, business operating expenses, membership fees, seminars and conferences, and travel expenses. All current and future funds of the Parties whose use has been restricted by the Parties as of the date of this Agreement shall remain subject to the restrictions upon the payment of the funds to the Authority, unless the restrictions are removed by the Party that imposed the restriction. Neither Party shall impose additional restrictions on funds following the date of this Agreement without the written consent of the other Party. All funds conveyed to the Authority shall be payments to defray the costs incurred by the Authority to provide Fire Rescue Services to the Parties.

F. Mill Levy Rates. Unless otherwise agreed to by the Parties, the Parties shall, on an annual basis maintain and properly certify for collection within their

respective boundaries pursuant to the Local Government Budget Law ad valorem property taxes at the rates and for the time periods as follows:

1. South Metro. Unless otherwise determined by the South Metro Board of Directors after consulting with the Authority Board and the Cunningham Board of Directors, South Metro shall certify 9.25 mills, excluding abatements or refunds. Any certification below 9.25 mills will, to the extent legally possible, be made pursuant to §39-1-111.5, C.R.S. South Metro shall not be obligated to follow the Authority's or Cunningham's recommendations.

2. Cunningham. Unless otherwise determined by the Cunningham Board of Directors after consulting with the South Metro Board of Directors, for 2017 property taxes to be collected in 2018, Cunningham shall certify a total of 14.57 mills, excluding abatements or refunds. The Parties anticipate that the Cunningham mill levy will be reduced over time to be equal to the South Metro property tax mill levy, though no specific schedule for such reductions can now be set. Future mill levies shall be certified annually by Cunningham, after consulting with the Authority Board and the South Metro Board of Directors regarding the amount of revenue necessary to serve Cunningham, and so as to equal the South Metro mill levy rate as soon as economically viable. Cunningham shall not be obligated to follow the Authority's or South Metro's recommendations.

G. No Prepayment of Financial Obligations. The Authority shall not pre-pay any financial obligation of either Party existing as of the date of this Agreement without the express written consent of both Parties.

V. Assignment and Transfer of Assets, Property, and Personnel. To carry out the Authority's obligations to provide Fire Rescue Services on behalf of the Parties, the Parties hereby assign and transfer to the Authority as of January 1, 2018, their assets, property, and personnel, as more specifically provided in this Article V. The Authority shall use, maintain, operate, improve, manage, supervise, terminate and dispose of such assets, property and personnel as it deems necessary or appropriate for providing Fire Rescue Services.

A. Assignment of Existing Assets. As of January 1, 2018, all existing assets of the Parties, except as otherwise provided in this Agreement, are hereby assigned to the Authority to be used and managed jointly for the provision of Fire Rescue Services to the Parties. Existing assets include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, intangible personal property, cash, bank accounts, notes, bonds, insurance policies, leases, accounts receivable, warranties, guarantees, indemnifications, licenses, permits, contracts, and agreements. The Parties shall execute lease, conveyance or other documents as deemed reasonably appropriate by the Authority to document such assignment. The Parties acknowledge that the assets

assigned to the Authority may be modernized, modified, replaced or disposed of by the Authority, and that any new assets acquired by the Authority shall be titled in the name of the Authority.

B. Personnel. As of January 1, 2018, all personnel previously employed by the Parties shall be transferred by the Parties to the employment of the Authority. Upon termination of this Agreement without the unification of the Parties as contemplated by Article VI., at the written request of Cunningham some or all employees that were employed by Cunningham as of December 31, 2017 shall be transferred by the Authority to the employment of Cunningham; the remaining employees shall be transferred by the Authority to the employment of South Metro. For a period of one (1) year from the transfers neither Party shall otherwise attempt to employ any employee of the other Party without the other Parties' prior written consent.

1. Authority Staffing Obligations. Under the direction, supervision and management of the Authority Fire Chief, Authority Personnel shall provide the Fire Rescue Services contemplated by this Agreement. The Authority shall provide all management, payroll, supervision, personnel and human resource services and other services customarily provided by an employer to an employee. The Authority shall be responsible for all wages, benefits and reporting associated with its personnel. The Fire Rescue Services shall be provided in compliance with the methods of operation, protocols, performance standards, policies, procedures, standard operating procedures and similar directives adopted and updated from time to time by the Authority ("Policies and SOPs"). As of January 1, 2018, all Policies and SOPs of South Metro shall be Policies and SOPs of the Authority, unless and until amended, repealed or replaced by the Authority Board. All records related to Authority personnel, including electronically stored data, and audio tapes, shall be owned by the Authority.

2. Fire Chief. The Authority Fire Chief shall assume responsibilities of Fire Chief for both Parties pursuant to this Agreement. Subject to the supervision of the Authority Board, the Fire Chief shall have all powers and authorities provided for a fire chief under §32-1-1002, C.R.S. and any other applicable state or federal law, and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency for which the fire chief has been delegated authority by the governing body to manage all aspects of the agency, including the authority associated with a chief executive, administrative, and operational officer. The Fire Chief shall also make such personnel decisions as he deems appropriate upon advice of the Authority Board, including without limitation decisions as to organization, staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Authority Fire Chief, termination. Notwithstanding any provisions of this Agreement to the contrary, the Authority Board may make the Chief Financial

Officer or such equivalent position, regardless of title, directly report to and be subject to the supervision of the Authority Board, instead of reporting to and being supervised solely by the Fire Chief, or may establish any other supervisory arrangement that the Authority Board deems appropriate.

3. Cunningham Personnel Records. The personnel records of all former Cunningham and South Metro employees who have accepted employment with the Authority will be transferred to the Authority on January 1, 2018, or as soon as practicable thereafter. The personnel records transferred by the Parties shall be kept and maintained by the Authority until unification is complete, and the Parties shall have access thereto as reasonably necessary for any legitimate purpose, and such personnel records shall be forthwith transferred back to the Parties if this Agreement terminates without the unification of the Parties as contemplated by Article VI.

C. Pension Funds. The Authority shall manage and oversee all pension and retirement funds and plans of the Parties, subject to the statutory requirements and the requirements, authorities and obligations of the trust or pension agreements or other documents and agreements establishing and pertaining to such pension and retirement funds ("Plan Documents"). For all personnel transferred to the Authority by Cunningham, they shall either be allowed to continue participation in the pension plan established by Cunningham or they may elect to participate in the existing pension plan established by South Metro. For all new employees of the Authority who were not transferred to the Authority by either of the Parties, the Authority shall enroll such employees in an existing pension or retirement plan previously established by South Metro, or a new pension or retirement plan established by the Authority. No additional participants will be allowed to participate in pension or retirement plans previously established or administered by Cunningham or for its personnel. Where deemed convenient and appropriate by the Authority Board, and in compliance with state and federal law and requirements of the Plan Documents, the Authority may modify, amend or terminate any existing South Metro pension or retirement plan.

D. Medicare Withholding for Pre-April 1, 1986 Employees. It is the intent of the Parties that for federal Medicare withholding purposes the transfer to the Authority's employment of any employees who were first employed by the Parties prior to April 1, 1986 shall be considered continuous employment and not constitute a break in employment. Such employees shall continue to be exempt from the payment of federal Medicare withholding tax.

E. Assumption of Employment Obligations and Liabilities. In recognition of the transfer of Cunningham's assets, including financial reserves, to the Authority, the employment of Cunningham's personnel by the Authority and the direction, supervision and management all personnel by the Authority as of January 1, 2018, and the representations made by Cunningham in this paragraph, the Authority shall assume any and all residual liabilities, if any, of Cunningham arising from acts or

omissions of its personnel within the scope of their employment with Cunningham prior to January 1, 2018. The potential residual liabilities include but are not limited to United States Department of Labor, Equal Employment Opportunity Commission or Colorado Department of Labor and Employment complaints regarding employment, wages and hours. To the best of its knowledge and belief, Cunningham represents that it knows of no existing claims and no circumstances that could result in a claim for any residual liability. Further, to the extent that such a claim may arise, Cunningham shall cooperate with the investigation and defense of it. The Authority's assumption of the residual liabilities of Cunningham shall be subject to the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S., and/or any other state or federal law, and to all legal and equitable defenses available to Cunningham, South Metro, or the Authority, and any and all insurance coverage available to Cunningham, South Metro, and/or the Authority.

F. Transition Activities. The Parties' respective Fire Chiefs and staffs shall take such actions following the execution of this Agreement and prior to January 1, 2018 as necessary or appropriate to transition the Parties and their assets, property and personnel to begin functioning under the Authority no later than January 1, 2018. The transition and transfer of assets, property and personnel shall follow the principles specified in Addendum A, attached hereto and incorporated herein.

VI. Pre-Unification Agreements.

A. Creation of Single, Integrated Fire Protection District. It is the Parties' intent, and the Parties expressly agree to form a single, integrated fire protection district to serve all areas currently served by the Parties by permanently unifying pursuant to the process and procedures available to fire protections districts under Section 32-1-501(1.5), C.R.S. The Parties anticipate permanently unifying as soon as the Cunningham mill levy can be reduced to the same rate as the South Metro mill levy while providing sufficient revenue necessary to maintain the current levels of service, or upon establishment to the satisfaction of the Parties of a temporary, higher mill levy for Cunningham taxpayers while still completing a permanent unification with South Metro. The process for completing the unification is anticipated to involve the following:

1. Initial Exclusion Resolution and Order. Based on timing to be agreed to by the Parties, the Board of Directors of Cunningham shall initially adopt a resolution and order ("Exclusion Resolution and Order") proposing to exclude from Cunningham all real property then within the boundaries of Cunningham on the condition that South Metro shall agree by resolution to include such property into South Metro immediately after the effective date of the Exclusion Resolution and Order, to be managed as a single, unified fire protection district to serve all areas previously within the boundaries of both Parties.

2. Inclusion Resolution and Order. Immediately upon Cunningham's initial adoption of the Exclusion Resolution and Order, South Metro shall adopt a resolution ("Inclusion Resolution") agreeing to include all of the Cunningham property into South Metro immediately after the effective date of the Exclusion Order, and immediately thereafter shall file the Inclusion Resolution with the Court.

3. Final Exclusion Resolution. Upon South Metro's adoption of the Inclusion Resolution, Cunningham shall provide notice and conduct a public hearing regarding the final adoption of the Exclusion Resolution and Order. The final Exclusion Resolution and Order shall designate the members of the Cunningham Board of Directors at the time of its entry, and in the alternative the Board of Directors of South Metro, as successor to Cunningham's jurisdictional territory, service responsibilities, assets, property and personnel, to do all things necessary to accomplish the terms of the Exclusion Resolution and Order and request dissolution of Cunningham. As of the effective date of Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, the Authority shall be deemed dissolved.

B. Transfer of Authority and Cunningham Assets, Property and Pension Funds. As of the effective date of Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, legal and equitable title to all assets and property of the Authority, and any assets and property of Cunningham not previously transferred to the Authority, shall be transferred to South Metro. Assets include but are not limited to real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, intangible personal property, cash, bank accounts, notes, bonds, insurance policies, leases, accounts receivable, warranties, guarantees, indemnifications, licenses, permits, contracts, and agreements. All retirement and pension funds and plans managed and overseen by the Authority, including those for the benefit of employees previously employed by Cunningham, shall thereafter be managed and overseen by South Metro, subject to the statutory requirements and the requirements of the Plan Documents.

C. South Metro Director District Boundary Changes. Following the effective date of the Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, South Metro shall take such action as necessary to reestablish the South Metro Board of Directors director districts to account for the inclusion of the Cunningham property within South Metro. Such redistricting shall be consistent with the standard of Section 32-1-804(1), C.R.S., that the director districts have, as nearly as possible, the same number of eligible electors, and also comply with state and federal law regarding redistricting that is applicable to director districts. The Parties recognize that between the time the Parties enter into this Agreement and when South Metro reestablishes the director districts, additional property with significant numbers of eligible electors may have been included within South Metro. Thus, the Parties are currently unable to determine the configuration of director districts necessary to account

for the unification with Cunningham. Therefore, in reestablishing the director districts following unification with Cunningham, South Metro shall take into consideration suggestions and recommendations developed by Cunningham and the Authority Board prior to their dissolution.

D. Cunningham Dissolution. The Parties shall take such action as necessary to seek the dissolution of Cunningham following the inclusion of all of the Cunningham property into South Metro. To the extent that following the effective date of the Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution there is no one authorized to act on behalf of Cunningham, South Metro is hereby authorized by Cunningham to seek dissolution of Cunningham by administrative action or a court order pursuant to Part 7, Article 1, Title 32, C.R.S. In the interim, Cunningham will exist as a taxing authority only and thereafter be dissolved. In the event that Cunningham does not dissolve and thereafter has employees whose positions are covered by the Internal Revenue Service Section 218 Agreement, those employees' positions will be subject to FICA coverage pursuant to the Section 218 Agreement.

VII. Term and Termination.

A. Term. This Agreement shall become effective immediately upon execution by both Parties. The term of this Agreement shall be unlimited, and shall extend until terminated as provided herein.

B. Termination. This Agreement may be terminated effective January 1 of any year following written notice not less than twelve (12) months in advance of such date, or at any time by written agreement by the Parties. This Agreement shall also terminate upon such date following entry of Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, that all actions contemplated by Article VI of this Agreement have been taken.

C. Consolidation with a Non-Party. Except as provided in Section I.C.5. herein, unification by a Party with a non-party to form a single legal entity shall terminate this Agreement if objected to in writing by the non-unifying Party within thirty (30) days of receiving notice of such unification. Such termination shall occur as of January 1 following any formal action to affect such consolidation or unification, or the date of such consolidation or unification, whichever occurs first.

D. Payments Subject to Annual Appropriations. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, so as to avoid creation of a multiple fiscal year financial obligation without voter approval in violation of TABOR. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this Agreement shall terminate as of January 1 of the year in which such payment is due.

E. Distribution on Termination. In the event of the termination of this Agreement and the dissolution of the Authority, other than for purposes of a permanent integration through inclusion under §32-1-501(1.5), C.R.S., all assets assigned by the Parties to the Authority for its use as the commencement of this Agreement shall, to the extent they are still held by the Authority, be returned to the assigning Party subject to any outstanding liens, mortgages or other pledges, and reasonable wear and tear. Vehicles, apparatus, equipment, and other durable goods and supplies acquired by the Authority other than assets assigned by the Parties, to the extent reasonably practicable, shall be allocated between the Parties in a manner that preserves the useful life of such assets, taking into account the Parties' respective proportionate financial contribution to the Authority. The financial assets of the Authority shall be liquidated and conveyed to each Party in proportion to the total amounts paid by such Party to the Authority during the term of this Agreement, and considering any funds received by the Authority for disposal of assets assigned by such Party to the Authority. The Parties may, however, otherwise provide by agreement for disposition of any and all interests of the Authority to any successors to the Authority, or for any alternative disposition among the Parties. In the event of termination without the inclusion of Cunningham into South Metro, the Parties agree to cooperate in good faith to provide such transfer and distribution of assets so as to allow each Party to individually resume responsibility for providing Fire Rescue Services within their jurisdictions in an efficient and timely manner. In the event of a dispute regarding the distribution of assets upon termination other than as a result of inclusion of Cunningham into South Metro, the Parties agree to have an arbitration panel of three arbiters pursuant to the Colorado Arbitration Act arbitrate the distribution of the assets.

VIII. Miscellaneous.

A. Party Inclusions and Exclusions. During the term of this Agreement, and because of the potential impact on the service demands and revenues of the Authority, neither Party will include or exclude property pursuant to Parts 4 or 5 of Article 1, Title 32, C.R.S., without the written consent of the other Party.

B. Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the addresses as set forth on each signature page attached hereto, unless another address is certified to the Authority.

C. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

D. Existing Agreements. This Agreement shall not terminate any existing agreement of either Party, including mutual or automatic aid agreements between the Parties or between either or both Parties and any non-party.

E. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

F. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment will not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations. Permitted amendments may include, but shall not be limited to extensions of time for the completion of any matters described herein.

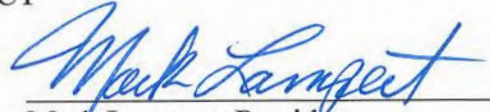
G. Duplicate Originals. This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated.

CUNNINGHAM FIRE PROTECTION
DISTRICT

By:

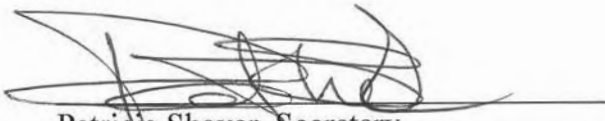

Mark Lampert, President

Date:

11/16/17


Address: 2015 S. Dayton Street
Denver, CO 80247

Attest:


Patricia Shaver, Secretary

SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT

By:


Laura Simon, President

Date:

11/15/17

Address: 9195 E. Mineral Ave.
Centennial, CO 80112

Attest:


Ronda Scholting, Secretary

ADDENDUM A

TRANSITION ELEMENTS

Position	<ul style="list-style-type: none">• Cunningham uniformed line employees through the rank of Battalion Chief will hold positions at the same rank or higher within the Authority as they did with Cunningham as of December 31, 2017.• Cunningham civilian employees and uniformed administrative employees will hold a position within the Authority which utilizes their knowledge, skills and abilities to the fullest extent. The positions will be mutually agreed upon by Cunningham and South Metro prior to December 31, 2017.• Cunningham uniformed and civilian employees will only be disciplined or terminated after the proper application of the progressive discipline and grievance processes in South Metro Policy #3.1.3, as amended from time to time, including the opportunity to improve job performance through a Performance Improvement Plan.
Training, Certifications and Education Requirements	<ul style="list-style-type: none">• For Cunningham incumbents who are assuming a position that requires a certification, training and/or formal degree, they will have the following timelines to obtain the necessary requirements for the position they are appointed to 1/1/2018:• Training and Certifications: Former Cunningham employees will be given two (2 years) from 1/1/2018 to obtain the required training and certifications. If they will not obtain the required training and certifications by 12/31/2019 they will be subject to disciplinary action up to and including demotion and/or termination.• Associates Degree: If the position they are placed in on 1/1/2018 requires an Associate's degree, former Cunningham employees will be given four (4 years) from 1/1/2018 to obtain the required Associates degree. If they will not obtain the required Associates degree by 12/31/2021 they will be subject to disciplinary action up to and including demotion and/or termination.• Bachelor's Degree: If the position they are placed in on 1/1/2018 requires an Bachelor's degree, former Cunningham employees will be given four (4 years) from 1/1/2018 to obtain the required Bachelor's degree. If they will not obtain the required Bachelor's degree by 12/31/2021 they will be subject to disciplinary action up to and including demotion and/or termination.<ul style="list-style-type: none">• If the employee does not have an Associate's degree at the time of unification and is required to obtain a Bachelor's degree, they may be provided up to an additional 2 years from 12/31/2021 to

	<p>obtain the required Bachelor's degree, depending on where they are in the process of obtaining their Associate's degree. Specific amount of additional time to be granted will be determined on a case by case basis by the respective Assistant Chief, Fire Chief and HR Director.</p> <ul style="list-style-type: none"> Master's Degree: If the position they are placed in on 1/1/2018 requires a Master's degree, former Cunningham employees will be given four (4 years) from 1/1/2018 to obtain the required Master's degree. If they will not obtain the required Master's degree by 12/31/2021 they will be subject to disciplinary action up to and including demotion and/or termination. <ul style="list-style-type: none"> If the employee does not have a Bachelor's degree at the time of unification and is required to obtain a Master's degree, they may be provided up to an additional 2 years from 12/31/21 to obtain the required Bachelor's and Master's degrees, depending on where they are in the process of obtaining their Bachelor's degree. Specific amount of additional time to be granted will be determined on a case by case basis by the respective Assistant Chief, Fire Chief and HR Director. If the employee does not have an Associate's degree at the time of unification and is required to obtain a Master's degree, they may be provided up to an additional 4 years from 12/31/21 to obtain the required Associate's, Bachelor's and Master's degrees, depending on where they are in the process of obtaining their Associate's degree. Specific amount of additional time to be granted will be determined on a case by case basis by the respective Assistant Chief, Fire Chief and HR Director. Summary: Post-Unification Training, Certification and Education Compliance <ul style="list-style-type: none"> Training = 2 years Certifications = 2 years AA = 4 years BA = 4 years <ul style="list-style-type: none"> BA with no AA = up to 6 years MA = 4 years <ul style="list-style-type: none"> MA with no BA = up to 6 years MA with no AA or BA = up to 8 years
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Benefit Eligibility	<ul style="list-style-type: none"> Effective January 1, 2018, Cunningham employees will become eligible for all benefits offered by South Metro without a waiting period and based upon the same eligibility requirements as current South Metro employees.
Time in Service	<ul style="list-style-type: none"> Cunningham employees will retain their time in service/seniority for all purposes including all employment related benefits, accruals, employer contributions, bidding and other processes which are based upon time in service/seniority. The Seniority Date will be based on employment with the Party employing the employee prior to their transfer to the Authority.
Wages	<ul style="list-style-type: none"> Effective January 1, 2018, Cunningham employees will earn the higher of either the Cunningham or South Metro wage for the position that they hold within the Authority. Effective January 1, 2018, Cunningham employees will become eligible for all differential pay offered by South Metro based upon the same eligibility requirements as current South Metro employees.
Acting Lists	<ul style="list-style-type: none"> Cunningham employees currently on the Engineer, Lieutenant, Captain and Battalion Chief Acting Lists will be placed on the South Metro Acting Lists effective January 1, 2018.
Promotional Lists	<ul style="list-style-type: none"> Cunningham Promotional Lists will expire on December 31, 2017.
Retirement Benefits	<ul style="list-style-type: none"> Cunningham uniformed and civilian employees will have the choice of remaining in FPPA or participating in the South Metro 401(a). Cunningham uniformed and civilian employees will be eligible to participate in the South Metro 457 Plan.
Sick Leave -Annual Accrual	<ul style="list-style-type: none"> Cunningham employees will accrue Sick Leave in accordance with South Metro Policy #3.1.13.
Sick Leave - Carryover	<p>Note: Before unification, Cunningham employees will receive a buyout, as approved by the Cunningham Board of Directors, of any accrued sick leave hours in excess of the South Metro allowed carryover, which is currently 1080 hours for Shift employees and 780 hours for Non-Shift employees.</p> <ul style="list-style-type: none"> Cunningham employees will carryover Sick Leave in accordance with South Metro Policy #3.1.13.
Sick Leave – Annual Buyout	<ul style="list-style-type: none"> Cunningham employees will receive their annual Sick Leave buyout in accordance with South Metro Policy #3.1.13.

Sick Leave – Buyout at Separation	<ul style="list-style-type: none"> • Cunningham employees who leave South Metro voluntarily and in good standing will receive their remaining unused Sick Leave in accordance with South Metro Policy #3.1.13.
Personal Emergency Leave	<ul style="list-style-type: none"> • Cunningham employees will receive their annual Bereavement/Personal Emergency Leave in accordance with South Metro Policy #3.1.1.
Vacation Leave -Annual Accrual	<ul style="list-style-type: none"> • Cunningham employees will accrue Vacation Leave in accordance with South Metro Policy #3.1.10.
Vacation Leave - Carryover	<ul style="list-style-type: none"> • Cunningham employees will carryover Vacation Leave in accordance with South Metro Policy #3.1.10.

EXHIBIT B

FORM OF BALLOT QUESTION

Shall the following described area become a part of the South Metro Fire Rescue Fire Protection District upon the following conditions?

Description of Area: All real property located within the boundaries of the City of Littleton.

Summary of Conditions:

1. If the proposed inclusion is approved by a majority of the eligible electors, City of Littleton shall reduce its property taxes by 4.662 mills for taxes collected for fiscal year 2020;
2. Unless otherwise approved by the voters in advance, the maximum mill levy that may be imposed by South Metro Fire Rescue Fire Protection District is 9.25 mills, exclusive of refunds and abatements; and
3. The proposed inclusion is subject to the terms and conditions of the South Metro District/City of Littleton Pre-Unification and Fire Authority Member Agreement dated April 18, 2018.

For inclusion

Against inclusion.....

EXHIBIT C
FIRE DEPARTMENT ASSETS

City of Littleton

2016 Fire Split Inventory

DRAFT

FE ASSET #	Date	Asset Description	Location	Useful Life	Purchase Price	Split	Split	Split
53	01-Jan-77	BUILDING - TRAINING CENTER (1/4 OWNERSHIP)	TRN CTR	50	\$20,457.32	\$0.00	\$0.00	\$20,457.32
94	01-Jan-79	FIRE STATION #11-CONTRIS IN PROG FOR 1979 (ACOT #24-221-789 FIRE STATION #1	FIRE STATION #1	50	\$8,304.64	\$0.00	\$0.00	\$0.00
122	31-Dec-80	FIRE STATION #11-CONSTRUCTION IN PROGRESS FM 1980-ENC 7 FIRE STATION #1	FIRE STATION #1	20	\$16,695.36	\$16,695.36	\$0.00	\$0.00
145	31-Dec-81	FIRE STATION #11-CONSTRUCTION - 1981	FIRE STATION #1	50	\$531,008.57	\$531,008.57	\$0.00	\$0.00
146	31-Dec-81	FIRE STRATION #11 CONSTRUCTION -1981 --12-602-781-03--	FIRE STAT #1	50	\$48,623.00	\$0.00	\$0.00	\$0.00
166	10-Nov-82	FIRE STATION #11 COSTS-1982	FIRE STATION #1	50	\$5,850.53	\$0.00	\$0.00	\$0.00
401	02-Feb-89	UNIT #314 TRUCK, RESCUE MACK - TECHNICAL RESCUE	RESERVE STATUS	6	\$92,086.00	\$46,043.00	\$0.00	\$46,043.00
403	21-Jun-89	CABINETS - KITCHEN	STA 14	20	\$5,361.00	\$2,144.40	\$1,072.20	\$2,144.40
440	22-Feb-91	1991 SIERRA GMC 3500 HD W/UTILITY BOX, MAINT VEHICLE	STATION 11	8	\$27,981.00	\$11,192.40	\$5,596.20	\$11,192.40
447	30-Jun-91	EXHAUST FAN SYSTEM 30" 3-PHASE	ENGINE 13	20	\$7,980.00	\$3,192.00	\$1,596.00	\$3,192.00
455	27-Sep-91	UNIT #351 1992 PIERCE LANCE CHASSIS PUMPER	ENGINE 13	12	\$105,999.00	\$52,999.50	\$0.00	\$52,999.50
482	08-Jan-92	PIERCE LANCE CHASSIS PUMPER - 1992 PAYMENT TO COMPLETE Reserve Engine #12	DATA PROCESSING	12	\$95,082.00	\$47,541.00	\$0.00	\$47,541.00
490	04-Mar-92	COMMUNITY MGMT SYSTEM SOFTWARE MODULES	STA #14	10	\$28,500.00	\$11,400.00	\$5,700.00	\$11,400.00
499	05-Aug-92	EXHAUST SYSTEM	STA #14	20	\$7,482.60	\$3,741.30	\$0.00	\$3,741.30
500	05-Aug-92	EXHAUST SYSTEM	STA 15	20	\$7,482.60	\$3,741.30	\$0.00	\$3,741.30
542	31-Dec-93	STATION NO. 16 DESIGN AND CONSTRUCTION COSTS - 1993	S. HWY 85	50	\$216,668.94	\$72,222.98	\$72,222.98	\$72,222.98
557	05-Oct-94	LANDSCAPING, SOD, TREES, IRRIGATION	STA 16	20	\$30,913.50	\$10,304.50	\$10,304.50	\$10,304.50
561	05-Dec-94	TRAFFIC LIGHT INSTALLATION @ BLAKELAND IND. PARK STA #16 S FEB/LAKLAND	S. HWY 85	20	\$17,249.00	\$5,749.67	\$5,749.67	\$5,749.67
566	31-Dec-94	STA NO. 16 DESIGN & CONSTRUCTION COSTS - 1994	S. HWY 85	50	\$803,170.55	\$267,723.52	\$267,723.51	\$267,723.52
626	07-Jun-96	OPTICOM UPGRADE & INSTALL - 1996 @ COLO BLVD & CO LINE RD		20	\$6,166.50	\$3,083.25	\$0.00	\$3,083.25
784	02-Oct-98	STATION #11 HVAC IMPROVEMENTS - ENGINEERING		20	\$6,367.70	\$6,367.70	\$0.00	\$0.00
789	14-Dec-98	SKILLMASTER ALS SYSTEM INTERACTIVE HEARTSIM 4000		6	\$5,695.25	\$2,278.10	\$1,139.05	\$2,278.10
797	31-Dec-98	UNIT #397, SUPERARC 1992 CHEVY CUSTOM K3500 HAZMAT VEH/ HAMMER 11		10	\$111,597.55	\$55,798.77	\$0.00	\$55,798.78
829	03-Mar-99	CONSOLETTTE, ASTRO DIGITAL	STA #11	20	\$7,000.00	\$2,800.00	\$1,400.00	\$2,800.00
846	30-May-99	HVAC UPGRADE	STA #11	20	\$74,441.70	\$74,441.70	\$0.00	\$0.00
855	20-Jul-99	ASTRO SPECTRA DIGITAL CONSOLETTTE (INCL ACCESSORIES)	EMERG PLANNING	10	\$5,128.00	\$5,128.00	\$0.00	\$0.00
860	19-Aug-99	NEDERMAN VEHICLE EXHAUST SYSTEM & INSTALLATION	STA #11	20	\$20,372.00	\$8,148.80	\$4,074.40	\$8,148.80
876	22-Dec-99	OPTICOM @ STATION #12, BROADWAY & DAVIES		20	\$7,600.00	\$3,800.00	\$0.00	\$3,800.00
923	03-Apr-00	EXTRICATION, HYDRAULIC POWER UNIT, CUTTER & SPREADER		10	\$6,161.00	\$2,464.40	\$1,232.20	\$2,464.40
924	03-Apr-00	EXTRICATION, HYDRAULIC POWER UNIT, CUTTER & SPREADER		10	\$6,161.00	\$2,464.40	\$1,232.20	\$2,464.40
937	22-Jun-00	EXHAUST SYSTEM, NEDERMAN MAGNA RAIL	STA #15	20	\$13,766.00	\$0.00	\$0.00	\$13,766.00
946	10-Jul-00	EXHAUST SYSTEM, NEDERMAN MAGNA RAIL	STA #17	20	\$24,825.00	\$24,825.00	\$0.00	\$0.00
966	07-Nov-00	UNIT #332, NEW RESCUE 13, MCCOY MILLER 2000, FORD E450	STATION 13	6	\$94,980.00	\$47,440.00	\$0.00	\$47,440.00
967	20-Nov-00	BOAT, DIVE RESCUE, ZODIAC MK11 FLUTUA-- GRANT FUNDED # DIVE TEAM		10	\$8,250.00	\$3,300.00	\$1,650.00	\$3,300.00
984	14-Feb-01	TNT RESCUE TOOL, BANTAM TYWIN HONDA 6.5 S-100 28"SPREADER SQUIRT #16		10	\$16,674.00	\$6,669.60	\$0.00	\$3,334.80
985	14-Feb-01	TNT RESCUE TOOL, BANTUM 2.5 HONDA POWER W/CC20 SPREAD ENGINE #13		10	\$8,369.00	\$3,347.60	\$1,673.80	\$1,673.80
1004	19-Apr-01	BULDER COMPRESSOR WITH CO MONITOR	STA #18	10	\$43,050.00	\$17,220.00	\$8,610.00	\$8,610.00
1013	10-May-01	W/ILAND FIRE SUPPRESSION TRUCK WITH EQUIPMENT UNIT #2, STA#18 UNIT#81		5	\$115,871.25	\$46,346.50	\$23,174.25	\$46,346.50
1014	21-May-01	CHEVY TAHOE 4X4 IN RED UNIT #300	FIRE/IRELAND	8	\$33,028.27	\$13,211.31	\$6,605.65	\$13,211.31
1015	21-May-01	CHEVY TAHOE 4X4 IN RED UNIT#308A	ZYGOMCZ	8	\$30,994.00	\$12,393.60	\$12,393.60	\$6,196.80
1016	21-May-01	CHEVY TAHOE 4X4 IN RED UNIT #320	FIRE/HOSTRA	8	\$30,994.00	\$12,393.60	\$12,393.60	\$6,196.80
1031	08-Jul-01	NEDERMAN MAGNA TRACK EXHAUST SYSTEM	STA #14	20	\$14,276.00	\$0.00	\$0.00	\$0.00
1046	05-Sep-01	NEDERMAN MAGNA TRACK & RAIL EXHAUST SYSTEM	FIRE ADMIN	20	\$27,676.00	\$11,150.40	\$5,575.20	\$11,150.40
1059	14-Dec-01	OFFICE FURNITURE IN TANNY MAPLE		10	\$65,960.38	\$0.00	\$0.00	\$65,960.38
1070	14-Dec-01	LAND PURCHASE FOR STATION #12 2001	6529 S BROADWAY	0	\$538,721.23	\$538,721.23	\$0.00	\$0.00
1072	31-Dec-01	ENGINE #15 EQUIPMENT #356	ENGINE #15	12	\$24,022.63	\$9,609.05	\$4,804.53	\$9,609.05
1080	01-Jan-02	AMERICAN LA FRANCE 148 #356	ENGINE #15	12	\$309,600.47	\$154,800.24	\$0.00	\$154,800.23
1081	01-Jan-02	TELESTAFF SOFTWARE LICENSE FOR 200 STAFF MEMBERS		3	\$43,000.00	\$17,200.00	\$8,600.00	\$17,200.00
1088	25-Jan-02	RADIO, ASTRO DIGITAL XTSS90 PORTABLE		10	\$14,428.00	\$5,771.20	\$2,885.60	\$5,771.20
1103	21-Mar-02	BASEMENT STORAGE	STATION #16	6	\$16,126.40	\$0.00	\$0.00	\$16,126.40
1126	07-May-02	2002 CLUB CAR ALL TERRAIN AMBUANCE	STATION 11	10	\$7,991.50	\$2,630.50	\$2,630.50	\$2,630.50
1130	22-May-02	T-1 HARDWARE & INSTALLATION		6	\$9,550.00	\$0.00	\$0.00	\$9,550.00
1148	06-Jun-02	2002 CHEVY SUBURBAN UNIT #361	Battalion chief	6	\$30,514.00	\$6,102.80	\$3,050.00	\$6,102.80
1157	20-Jun-02	PARAMEDIC RESCUE UNIT - 2002 MCCOY MILLER FORD E450 #354, RESCUE #15	Rescue #15	6	\$111,463.47	\$55,731.74	\$0.00	\$55,731.73
1178	28-Aug-02	JAVES OF LIFE		10	\$8,202.00	\$0.00	\$0.00	\$8,202.00
1189	10-Oct-02	AMERICAN LA FRANCE EAGLE 148 #316	ENGINE #11	12	\$366,463.82	\$183,231.91	\$0.00	\$183,231.91
1192	23-Oct-02	CMB 1250 VHS	FIRE	10	\$12,503.90	\$98.43	\$24.61	\$12,180.86
1193	31-Oct-02	INSTALL DAVID CLARK INTERCOM SYSTEM	RESCUE 11	10	\$5,756.52	\$0.00	\$0.00	\$5,756.52
1194	31-Oct-02	EMERGENCY LIGHTS & SIRENS ON UNIT #316	FIRE DEPT	12	\$5,766.72	\$4,614.86	\$1,153.74	\$4,614.86
1206	05-Dec-02	FIRE SAFETY HOUSE UNIT #388	FIRE DEPT	20	\$37,944.00	\$30,355.20	\$7,588.60	\$30,355.20
1215	27-Dec-02	FIRE STATION SIGNAL STATION 14	STATION 14	20	\$33,815.00	\$0.00	\$0.00	\$33,815.00
1216	30-Dec-02	STATION 15 PARKING LOT EXPANSION	STATION 15	25	\$7,507.00	\$0.00	\$0.00	\$7,507.00
1238	02-Jan-03	WALL CABINETS & COUNTERS FOR FIRE STATION		20	\$7,993.42	\$0.00	\$0.00	\$7,993.42
1259	01-Mar-03	MCCOY MILLER FORD E450 PARAMEDIC RESCUE UNIT #11 #31 Rescuer #11	STATION #5	6	\$111,178.60	\$55,559.30	\$0.00	\$55,559.30
1266	17-Mar-03	TRAFFIC SIGNAL #15	STATION #5	20	\$29,350.00	\$0.00	\$0.00	\$29,350.00
1258	08-Apr-03	TREADMILL PRECOR C966	STN 13	10	\$5,028.33	\$0.00	\$0.00	\$5,028.33
1259	08-Apr-03	TREADMILL PRECOR C966	STN 14	10	\$5,028.33	\$0.00	\$0.00	\$5,028.33
1299	09-Oct-03	RESTORATION OF 1915 FEDERAL FIRE ENGINE		5	\$13,380.10	\$5,352.04	\$2,676.02	\$5,352.04

1301	27-Oct-03 UNIT #360 2004 CHEVY VAN	FIRE	8	\$26,949.96	\$10,792.38	\$5,396.20	\$10,792.38
1308	31-Dec-03 NETWORK EQUIPMENT (COMPATIBLE W/ PBX SYSTEM)		10	\$20,649.00	\$0.00	\$0.00	\$0.00
1327	23-Jan-04 Unit #372 - Wildland Brush Truck	FIRE	5	\$115,941.00	\$46,136.40	\$23,068.20	\$46,136.40
1340	22-Mar-04 FIRE STATION #12		50	\$2,655,325.78	\$2,655,325.78	\$0.00	\$0.00
1369	11-Jun-04 REMODEL KITCHEN IN STATION #13		3	\$28,520.71	\$0.00	\$0.00	\$28,520.71
1398	10-Dec-04 MC Kelly VISM day-US-STD FCC Var		10	\$7,026.08	\$7,026.08	\$0.00	\$0.00
1418	08-Feb-05 Squirr #12- 2004 AmIaFrAnce E134		10	\$539,517.80	\$269,258.90	\$0.00	\$269,258.90
1419	15-Mar-05 #328 2004 LAFRANCE EAGLE FIRE ENGINE (REPLACEMENT)		10	\$313,951.01	\$156,925.51	\$0.00	\$156,925.50
1443	28-Jul-05 PRECOR TREADMILL (FIRE)		10	\$5,190.00	\$0.00	\$0.00	\$0.00
1449	22-Sep-05 2006 CHEVY EXPRESS VAN (FIRE)	FIRE	5	\$32,011.50	\$12,804.60	\$6,402.30	\$12,804.60
1451	23-Sep-05 THERMAL IMAGING CAMERA ENG13		5	\$9,212.13	\$3,684.85	\$1,842.43	\$3,684.85
1457	30-Nov-05 Engine 14- 2006 LaFrAnce 148 Eagle	FIRE	10	\$342,000.00	\$171,000.00	\$0.00	\$171,000.00
1486	14-Feb-06 Power Pro XT 6500 Ambulance Cot		10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1487	14-Feb-06 Power Pro XT 6500 Ambulance Cot		10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1489	16-Feb-06 Power Pro XT 6500 Ambulance Cot	FIRE	10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1490	16-Feb-06 Power Pro XT 6500 Ambulance Cot	FIRE	10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1491	18-Feb-06 Power Pro XT 6500 Ambulance Cot	FIRE	10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1527	18-Sep-06 Duralda Roof		20	\$22,458.00	\$22,458.00	\$0.00	\$0.00
1540	31-Dec-06 2006 MCCOY MILLER FORD E450 RESCUE #13	FIRE	10	\$198,283.12	\$68,141.56	\$0.00	\$68,141.56
1547	05-Jan-07 2006 Pierce Squirt #16	FIRE	10	\$638,990.81	\$212,763.60	\$212,763.60	\$212,763.60
1550	19-Mar-07 Eagle Imager 160 Digital Readout	FIRE	5	\$6,248.75	\$2,499.50	\$1,249.75	\$2,499.50
1551	19-Mar-07 800 MHZ Inband Repeater	FIRE	5	\$9,114.30	\$3,645.72	\$1,822.86	\$3,645.72
1552	19-Mar-07 800 MHZ Inband Repeater	FIRE	5	\$9,114.30	\$3,645.72	\$1,822.86	\$3,645.72
1555	06-Mar-07 THERMAL IMAGING CAMERA ENG14	FIRE	5	\$6,792.50	\$2,717.00	\$1,358.50	\$2,717.00
1556	06-Mar-07 THERMAL IMAGING CAMERA ENG17	FIRE	5	\$6,792.50	\$2,717.00	\$1,358.50	\$2,717.00
1557	08-Mar-07 THERMAL IMAGING CAMERA ENG16	FIRE	5	\$6,792.50	\$2,717.00	\$1,358.50	\$2,717.00
1564	18-Apr-07 Dive Van #16	FIRE	10	\$125,000.00	\$50,000.00	\$25,000.00	\$50,000.00
1569	17-May-07 2007 Chevy Fire Prevention Van	FIRE	3	\$29,999.74	\$11,999.90	\$5,999.94	\$11,999.90
1582	14-Nov-07 Carbon Monoxide Oximeter Detector	FIRE	5	\$6,250.00	\$2,500.00	\$1,250.00	\$2,500.00
1583	14-Nov-07 Carbon Monoxide Oximeter Detector	FIRE	5	\$6,250.00	\$2,500.00	\$1,250.00	\$2,500.00
1587	11-Dec-07 Drug Dispensing Vending Machine	FIRE	5	\$6,522.50	\$3,409.00	\$1,704.50	\$3,409.00
1608	12-Mai-08 2007 FORD E-450 AMBULANCE	FIRE	10	\$136,980.00	\$68,440.00	\$0.00	\$68,440.00
1613	03-Jul-08 Hazmat Aidnch 1 Chem Library	FIRE	3	\$15,250.00	\$5,083.33	\$5,083.33	\$5,083.34
1646	07-Jul-08 Unit #321 - 08 CHEV SUBURB	FIRE	3	\$57,041.29	\$22,816.52	\$11,408.26	\$22,816.52
1669	17-Dec-08 FIRE RECORDS MGMT SYSTEM	FIRE	8	\$157,325.00	\$62,930.00	\$31,465.00	\$62,930.00
1743	25-Jun-09 UNIT #300 2009 FORD EXPLORER	FIRE	8	\$28,599.15	\$28,599.15	\$0.00	\$0.00
1744	25-Jun-09 UNIT #306 2009 FORD EXPLORER	FIRE	8	\$27,548.84	\$11,019.94	\$5,509.96	\$11,019.94
1745	25-Jun-09 UNIT #350 2009 FORD EXPLORER	FIRE	8	\$28,201.65	\$11,280.68	\$5,640.33	\$11,280.66
1756	03-Sep-09 2009 FORDBRAUN E-450 AMBULANC	FIRE	6	\$177,166.90	\$68,583.45	\$0.00	\$68,583.45
1761	16-Sep-09 CAPNOGRAPH #1	FIRE	10	\$18,027.81	\$7,211.12	\$3,605.57	\$7,211.12
1762	16-Sep-09 CAPNOGRAPH#2	FIRE	10	\$18,027.81	\$7,211.12	\$3,605.57	\$7,211.12
1773	04-Nov-09 OPTICOM UPGRADE/INSTALL	FIRE	5	\$15,500.00	\$7,750.00	\$0.00	\$7,750.00
1824	07-Apr-10 ELECTRIC COT	FIRE	5	\$11,517.60	\$4,607.04	\$2,303.52	\$4,607.04
1830	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #1	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1831	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #2	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1832	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #3	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1833	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #4	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1834	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #5	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1835	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #6	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1836	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #7	FIRE	5	\$25,616.46	\$10,247.38	\$5,123.69	\$10,247.38
1837	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #8	FIRE	5	\$25,618.46	\$10,247.38	\$5,123.69	\$10,247.38
1844	19-May-10 KIP COLOR COPIER	FIRE	5	\$3,147.70	\$1,259.08	\$629.54	\$1,259.08
1858	29-Jun-10 PORTACOUNT PRO & RESPIRATOR FIT TESTER	FIRE	5	\$12,075.00	\$12,075.00	\$0.00	\$0.00
1877	15-Sep-10 UNIT 370 2011 FORD TRUCK	FIRE	5	\$29,648.46	\$11,859.38	\$5,929.69	\$11,859.38
1878	30-Sep-10 FIRE STATION #11 ADDITION	FIRE	20	\$330,815.15	\$330,815.15	\$0.00	\$0.00
1893	03-Nov-10 UNIT 309 2011 FORD TRUCK	FIRE	3	\$23,995.07	\$9,598.03	\$4,799.01	\$9,598.03
1894	03-Nov-10 UNIT 307 2011 FORD TRUCK	FIRE	3	\$30,660.11	\$12,264.04	\$6,132.02	\$12,264.04
1843	11-May-11 UNIT 370 LIGHTS	FIRE	3	\$5,520.20	\$2,208.08	\$1,104.04	\$2,208.08
1944	04-May-11 TELECONFERENCING EQUIPMENT	FIRE	5	\$99,694.18	\$39,877.67	\$19,938.84	\$39,877.67
1945	30-Dec-11 MDT UNIT 315	FIRE	5	\$6,660.96	\$2,744.39	\$1,372.20	\$2,744.39
1946	30-Dec-11 MDT UNIT 335	FIRE	3	\$6,662.42	\$2,744.97	\$1,372.48	\$2,744.97
1947	30-Dec-11 MDT UNIT 332	FIRE	3	\$6,662.42	\$2,744.97	\$1,372.48	\$2,744.97
1948	30-Dec-11 MDT UNIT 334	FIRE	3	\$6,271.27	\$2,508.51	\$1,254.25	\$2,508.51
1949	30-Dec-11 MDT UNIT 316	FIRE	3	\$6,034.27	\$2,413.71	\$1,206.85	\$2,413.71
1950	30-Dec-11 MDT UNIT 328	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1951	30-Dec-11 MDT UNIT 336	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1952	30-Dec-11 MDT UNIT 346	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1953	30-Dec-11 MDT UNIT 356	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1954	30-Dec-11 MDT UNIT 367	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1955	30-Dec-11 MDT UNIT 370	FIRE	3	\$6,252.93	\$2,501.17	\$1,250.59	\$2,501.17
1956	07-Dec-11 OPTICOM AT ARAPAHOE & FOREST	FIRE	5	\$7,455.00	\$3,727.50	\$0.00	\$3,727.50
2024	31-Dec-12 STATION 16 FURNACE #2	FIRE	10	\$8,606.60	\$2,869.60	\$2,869.60	\$2,869.60

2025	31-Dec-12 STATION 16 FURNACE #3	Fire	10	\$8,608.80	\$2,869.60	\$2,869.60	\$2,869.60
2074	05-Jun-12 UNIT 313 MDT	Fire	3	\$7,012.30	\$2,103.69	\$2,103.69	\$2,804.92
2075	05-Jun-12 UNIT 364 MDT	Fire	3	\$7,012.30	\$2,103.69	\$2,103.69	\$2,804.92
2076	25-Apr-12 UNIT 353MEDIC 13 MDT	Fire	3	\$6,867.89	\$2,060.37	\$2,060.37	\$2,747.15
2077	25-Apr-12 UNIT 373MEDIC 17 MDT	Fire	3	\$6,867.89	\$2,060.37	\$2,060.37	\$2,747.15
2078	25-Apr-12 UNIT 372BRUSH 17 MDT	Fire	3	\$6,867.89	\$2,060.36	\$2,060.36	\$2,747.16
2079	20-Dec-12 UNIT 381BRUSH 18 MDT	Fire	3	\$5,095.46	\$1,528.64	\$1,528.64	\$2,038.18
2080	20-Dec-12 UNIT 363DIVE 16 MDT	Fire	3	\$5,095.46	\$1,528.64	\$1,528.64	\$2,038.18
2081	20-Dec-12 UNIT 363DIVE 16 MDT	Fire	3	\$5,763.66	\$1,729.10	\$1,729.10	\$2,305.46
2082	20-Dec-12 UNIT 397/HAZMAT 17 MDT	Fire	3	\$5,413.67	\$1,624.10	\$1,624.10	\$2,165.47
2087	21-May-13 STATION 16 KITCHEN REMODEL	Fire	10	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2099	16-Mar-13 2012 PIERCE DASH COMPRESSED FOAM PUMPER - ENGINE 11	Fire	10	\$596,220.96	\$298,115.48	\$0.00	\$298,115.48
2100	31-May-13 2012 INTERNATIONAL TERRASTAR-BRAUN	Fire	10	\$270,052.92	\$135,026.46	\$0.00	\$135,026.46
2101	03-Sep-13 2013 CHEVROLET TAHOE - UNIT 510	Fire	3	\$36,939.56	\$11,081.87	\$11,081.87	\$14,775.82
2156	20-Feb-13 BASE RADIO 1	Fire	3	\$5,017.95	\$1,505.39	\$1,505.39	\$2,007.17
2159	20-Feb-13 BASE RADIO 2	Fire	3	\$5,017.95	\$1,505.39	\$1,505.39	\$2,007.17
2173	23-Dec-13 THERMAL IMAGING CAMERA	Fire	3	\$6,000.00	\$1,800.00	\$1,800.00	\$2,400.00
2186	04-Dec-13 MDTs FRONT LINE VEHICLES	Fire	3	\$28,152.36	\$8,445.71	\$8,445.71	\$2,400.00
2187	03-Apr-14 STATION #12 CONCRETE	Fire	20	\$14,181.68	\$4,254.56	\$0.00	\$0.00
2188	01-May-14 UNIT 341 - 2014 FORD INTERCEPTOR	Fire	3	\$36,849.23	\$11,054.76	\$11,054.77	\$14,739.70
2189	01-May-14 UNIT 391 - 2014 FORD INTERCEPTOR	Fire	3	\$36,371.75	\$10,911.53	\$10,911.52	\$14,548.70
2190	01-May-14 UNIT 305 - 2014 FORD INTERCEPTOR	Fire	3	\$35,944.27	\$10,783.28	\$10,783.28	\$14,377.71
2191	01-Nov-14 FIRE ENGINE #15	Fire	10	\$627,026.36	\$313,513.18	\$0.00	\$313,513.16
2192	22-Oct-14 TREADMILL	Fire	3	\$5,795.53	\$1,738.66	\$1,738.66	\$2,318.21
2193	12-Nov-14 SELF CONTAINED BREATHING APPARATUS	Fire	3	\$5,795.52	\$1,738.66	\$1,738.66	\$2,318.20
2194	31-Oct-14 COMMUNICATIONS RADIOS	Fire	10	\$699,850.00	\$208,955.00	\$208,955.00	\$279,940.00
2250	30-Mar-14 MDTs FRONT LINE VEHICLES	Fire	10	\$297,308.30	\$86,192.49	\$86,192.49	\$118,923.32
2251	02-May-14 UNIT 331 - 2014 FORD INTERCEPTOR	Fire	3	\$17,587.96	\$5,276.39	\$5,276.39	\$7,035.18
2252	22-Aug-14 ELECTRIC PRAM #1	EMT	3	\$36,403.60	\$10,921.08	\$10,921.08	\$14,561.44
2253	22-Aug-14 ELECTRIC PRAM #2	EMT	5	\$13,952.31	\$4,185.70	\$4,185.69	\$5,580.92
2254	22-Aug-14 ELECTRIC PRAM #3	EMT	5	\$13,952.30	\$4,185.69	\$4,185.69	\$5,580.92
2294	22-Aug-14 ELECTRIC PRAM #4	EMT	5	\$13,952.30	\$4,185.69	\$4,185.69	\$5,580.92
	30-Mar-14 RMS LAPTOPS	EMT	3	\$16,956.20	\$5,086.86	\$5,086.86	\$6,782.48
	04-Sep-15 COMPRESSOR AT IMTC	Fire	5	\$49,846.00	\$24,923.00	\$0.00	\$24,923.00
	07-Jul-15 MDTs FRONT LINE VEHICLES	Fire	3	\$33,252.50	\$9,975.75	\$9,975.75	\$13,301.00
	04-Dec-15 RMS LAPTOP REPLACEMENT	Fire	3	\$23,506.00	\$7,051.80	\$7,051.80	\$9,402.40
	10-Aug-15 2015 PIERCE VELOCITY FIRE ENGINE	Fire	10	\$947,700.62	\$473,850.31	\$0.00	\$473,850.31
	01-Jun-15 2014 BRAUN DODGE CHIEF XL - MEDIC	Fire	10	\$260,675.64	\$130,337.82	\$0.00	\$130,337.82
	21-Aug-15 UNIT 322 - 2016 FORD EXPEDITION	Fire	3	\$71,852.02	\$21,555.61	\$21,555.61	\$28,740.61
	11-Sep-15 UNIT 311 - 2015 FORD F-150 4x4	Fire	3	\$46,563.00	\$13,974.90	\$13,974.90	\$18,633.20
	11-Sep-15 UNIT 318 - 2015 FORD F-150 4x4	Fire	3	\$46,778.00	\$14,033.40	\$14,033.40	\$18,711.20
	17-Sep-15 UNIT 323 - 2015 FORD F-150 4x4	Fire	3	\$92,803.38	\$24,841.01	\$24,841.02	\$33,121.35
	17-Sep-15 UNIT 324 - 2015 FORD F-150 4x4	Fire	3	\$83,253.38	\$24,976.01	\$24,976.01	\$33,301.36
	08-Apr-15 SCBA REPLACEMENTS	Fire	5	\$106,600.09	\$31,960.03	\$31,960.03	\$42,640.03
	01-Feb-15 SCBA FILLING STATION #1	Fire	5	\$9,319.00	\$0.00	\$0.00	\$0.00
	01-Feb-15 SCBA FILLING STATION #2	Fire	5	\$9,319.00	\$0.00	\$0.00	\$0.00
	07-Oct-15 OPTICOM INSTALLATIONS	Fire	5	\$4,134.09	\$2,067.05	\$0.00	\$2,067.05
	30-Jan-15 LUCAS MACHINE #1	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #2	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #3	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #4	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #5	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #6	Fire	5	\$10,206.53	\$3,061.96	\$3,061.95	\$4,082.62
	30-Jan-15 LUCAS MACHINE #7	Fire	5	\$10,206.52	\$3,061.95	\$3,061.96	\$4,082.61
	01-Jan-15 FIRE COMM RADIOS	Fire	3	\$15,326.85	\$4,598.06	\$4,598.06	\$6,130.73
	11-Jun-15 LIFEPAK - 50% GRANT FUNDED	EMT	5	\$31,757.75	\$9,527.33	\$9,527.33	\$12,703.10
	15-Dec-15 FIRSTWATCH SOFTWARE	EMT	5	\$46,500.00	\$13,950.00	\$13,950.00	\$18,600.00
	15-Aug-16 FIRE STATION #19	Fire	50	\$2,629,629.08	\$2,629,629.08	\$0.00	\$0.00
	08-May-16 BURN BUILDING PROP (SHIPPING CONTAINERS)	Fire	20	\$119,287.15	\$119,287.15	\$0.00	\$0.00
	28-Oct-16 ACCESS CONTROL SYSTEM @ STATION 19	Fire	5	\$11,698.52	\$11,698.52	\$0.00	\$0.00
	10-Aug-16 STATION 19 OPTICOM	Fire	5	\$13,525.00	\$13,525.00	\$0.00	\$0.00
	15-Aug-16 STATION 19 APPLIANCES	Fire	5	\$15,761.48	\$15,761.48	\$0.00	\$0.00
	15-Aug-16 STATION 19 FURNITURE	Fire	5	\$11,966.34	\$11,966.34	\$0.00	\$0.00
	15-Aug-16 STATION 19 FITNESS EQUIPMENT	Fire	5	\$18,535.41	\$18,535.41	\$0.00	\$0.00
	11-Mar-16 2016 FIRE RADIO REPLACEMENT	Fire	8	\$777,670.82	\$233,301.25	\$233,301.25	\$311,068.32
	30-Mar-16 MDT FOR CHIEF VEHICLE #1	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07
	30-Mar-16 MDT FOR CHIEF VEHICLE #2	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07
	30-Mar-16 MDT FOR CHIEF VEHICLE #3	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07
	30-Mar-16 MDT FOR CHIEF VEHICLE #4	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07

2415	30-Mar-16	MDT FOR CHIEF VEHICLE #5	Fire	3	\$6,902.68	\$2,070.80	\$2,070.81	\$2,761.07
2416	30-Mar-16	UNIT 340 - 2015 FORD F150 4X4	Fire	8	\$43,165.30	\$12,949.59	\$12,949.59	\$17,286.12
2417	20-Dec-16	1998 PIERCE LADDER TRUCK	Fire	5	\$81,853.03	\$81,853.03	\$0.00	\$0.00
2418	06-Dec-16	MEDIC #1 W/COT LIFT SYSTEM	Fire	10	\$310,327.62	\$155,163.81	\$0.00	\$155,163.81
2419	30-Mar-16	THERMAL IMAGING CAMERA W/CHARGER #1	Fire	5	\$5,461.60	\$1,638.48	\$1,638.48	\$2,184.64
2420	30-Mar-16	THERMAL IMAGING CAMERA W/CHARGER #2	Fire	5	\$5,461.60	\$1,638.48	\$1,638.48	\$2,184.64
2421	30-Mar-16	THERMAL IMAGING CAMERA W/CHARGER #3	Fire	5	\$5,461.60	\$1,638.48	\$1,638.48	\$2,184.64
2422	29-Jan-16	LIFEPAK 15 MONITOR/DEFIBRILLATOR	Fire	5	\$26,642.20	\$7,992.66	\$7,992.66	\$10,656.88
2423	29-Jan-16	LIFEPAK 15 MONITOR/DEFIBRILLATOR	Fire	5	\$26,642.20	\$7,992.66	\$7,992.66	\$10,656.88
2424	29-Jan-16	LIFEPAK 15 MONITOR/DEFIBRILLATOR	Fire	5	\$26,642.20	\$7,992.66	\$7,992.66	\$10,656.88
2425	29-Jan-16	LUCAS MACHINE	Fire	5	\$15,350.67	\$4,605.20	\$4,605.20	\$6,140.27
2426	12-May-16	DIVE TEAM JET SKI 2016 SEA-DOO 611130	Fire	5	\$10,447.57	\$10,447.57	\$0.00	\$0.00
2427	30-Aug-16	COT LIFT SYSTEM FOR MEDIC #13 UNIT 334	Fire	5	\$23,857.84	\$11,928.92	\$0.00	\$11,928.92
2428	15-Aug-16	STATION 19 LANDSCAPE	Fire	20	\$25,231.63	\$25,231.63	\$0.00	\$0.00
2429	28-Oct-16	MDT REPLACEMENT	Fire	3	\$45,650.94	\$13,695.28	\$13,695.28	\$18,280.38
2430	30-Nov-16	RMS LAPTOP REPLACEMENT	Fire	3	\$21,740.00	\$6,522.00	\$6,522.00	\$8,696.00
2506	01-Jan-16	THERMAL IMAGING CAMERA FOR MEDICAL OFFICER VEHICLE	EMT	5	\$6,290.00	\$1,887.00	\$1,887.00	\$2,516.00
12/31/2016 Asset Lifting Totals					\$20,596,606.63	\$12,784,238.48	\$1,940,776.49	\$5,871,590.89

**SOUTH METRO DISTRICT/CITY OF LITTLETON
PRE-UNIFICATION**

AND

**FIRE AUTHORITY MEMBER
AGREEMENT**

By and Among

City of Littleton

and

South Metro Fire Rescue Fire Protection District

and

South Metro/Cunningham Fire Rescue Authority

Dated , April 18, 2018

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**SOUTH METRO DISTRICT/CITY OF LITTLETON
PRE-UNIFICATION AND
FIRE AUTHORITY MEMBER
AGREEMENT**

THIS SOUTH METRO DISTRICT/CITY OF LITTLETON PRE-UNIFICATION AND FIRE AUTHORITY MEMBER AGREEMENT (“Agreement”) is made and entered into this 18th day of April, 2018 by and among the CITY OF LITTLETON (“City”), SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro District”), and the SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY (“Fire Authority”) (individually, a “Party” and collectively, the “Parties”).

RECITALS

A. South Metro District is a fire protection district authorized to provide, and is providing, fire protection, ambulance and emergency medical and rescue services, operation of the ~~fire~~Fire Marshal’s office, enforcement of fire prevention codes and fire code permitting, fire investigation, hazardous materials response, and other emergency services authorized by statute and typically provided by a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S. (collectively, the “Fire Department Services”).-

B. The City is a home rule municipality organized and existing pursuant to Article XX, Section 6 of the Constitution of the State of Colorado and its Home Rule Charter, and has all powers, functions, rights and privileges in the operation of a municipality, except those powers, functions, rights and privileges expressly forbidden to home rule municipal corporations and cities by the Constitution of the State of Colorado.

C. The Fire Authority is a separate legal entity that is a political subdivision and public corporation of the state, separate from its members, organized pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, Section 29-1-203.5, C.R.S. and the South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification Agreement dated November 16, 2017 (“Fire Authority Agreement”), attached hereto and incorporated herein as **Exhibit A**.

D. The Parties’ boundaries include portions of Douglas, Arapahoe and Jefferson Counties.

E. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

F. For many years, the City has provided Fire Department Services to the citizens and property within its jurisdiction through Littleton Fire Rescue, which is operated by the City in partnership with Littleton Fire Protection District (“Littleton Fire”) and Highlands Ranch Metropolitan District (“Highlands Ranch”). The partnership between the City, Littleton Fire and Highlands Ranch is set forth in an Intergovernmental Agreement dated January 17, 2012, and subsequent amendments thereto (“Littleton Fire Rescue IGA”).

G. In late 2016, discussions began by the respective Fire Chiefs regarding the possible unification of the Fire Department Services being provided by Cunningham Fire Protection District (“Cunningham”), South Metro District, Littleton Fire, Highlands Ranch and the City. On May 2, 2017, the Fire Chiefs of South Metro District, Littleton Fire Rescue, and Cunningham issued the 2017 Unification Proposal. On August 16, 2017 the Fire Chiefs issued a Response to Questions, which addressed specific questions by the Boards for Littleton Fire and Highlands Ranch related to the 2017 Unification Proposal. The 2017 Unification Proposal and Response to Questions are collectively referred to as the “Unification Proposal.”

H. As stated in the Unification Proposal, the ultimate goal is to have a single, unified fire protection district provide Fire Department Services to all of the communities, citizens and property within the South Metro District, Littleton Fire Rescue, and Cunningham (“Unified Fire District”).

I. Over the last year, there has been extensive discussion and analysis regarding unification and the Unification Proposal, with the governing bodies of these fire departments evaluating whether unification would be in their best interests and in the best interests of their communities and the personnel who provide Fire Department Services to their communities. Simultaneously, the City commenced an evaluation of the future of fire service in the City and the possibility of unification.

J. In November 2017, Cunningham and South Metro District created the Fire Authority pursuant to the Fire Authority Agreement. The Fire Authority began operations on January 1, 2018 and is intended as an interim step in the unification process between Cunningham and South Metro District, whereby the Fire Authority will provide Fire Department Services within the jurisdictional boundaries of Cunningham and South Metro District until Cunningham has been fully unified with South Metro District into a single fire protection district.

K. In November and December 2017, Littleton Fire and Highlands Ranch each entered into a Memorandum of Understanding with South Metro District for Establishment of a Unified Fire Protection District and a Pre-Unification and Fire Authority Member Agreement. Subsequently, Littleton Fire and Highlands Ranch each gave each other and the City notices terminating their participation under the Littleton Fire Rescue IGA effective January 1, 2019.

L. In November and December, 2017, the City's Council instructed the City to commence negotiations with South Metro District. South Metro District and the City desire to legally unify their Fire Department Services into a single fire protection district and to establish the actions to be taken to seek voter approval to include into South Metro District, effective January 1, 2019, the area that is within the City. In the event that such inclusion election is unsuccessful, ~~to South Metro District and the City shall~~ continue to seek inclusion of the City into South Metro District and to provide through the Fire Authority all of the Fire Department Services which are currently being provided separately by each of the Parties until the area within the City is included into South Metro District or this Agreement terminates.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Pre-Unification Agreement

Creation of Single, Integrated Fire Protection District

. The Parties intend to form a single, integrated fire protection district to serve all areas currently served by the Parties by including all territory currently within the City into South Metro District (the "Inclusion") by election pursuant to Section 32-1-401(2)(a)(II)(b) – (e), C.R.S. Unless mutually agreed to otherwise by the Parties, the Parties shall take the following actions to seek approval for the Inclusion at a coordinated mail ballot election to be held on ~~a~~ November 6, 2018 (the "Initial Inclusion Election"):

Initial Inclusion Resolution

. Upon its determination to proceed with the Initial Inclusion Election, the South Metro District Board of Directors will, pursuant to Section 32-1-401(2)(a)(II), C.R.S., adopt a resolution proposing the ~~inclusion~~Inclusion and setting a public hearing to adopt a Resolution Initiating Inclusion Election. Thereafter, South Metro District shall publish and mail notices as required by Section 32-1-401(2)(b) and (3), C.R.S.-

Resolution Initiating the Initial Inclusion Election

. At its meeting specified in the resolution and notice referenced above in paragraph 1(a)(i), South Metro District shall conduct a public hearing and consider adoption of a Resolution Initiating Inclusion Election pursuant to Section 32-1-401(2)(b), C.R.S. The Resolution Initiating Inclusion Election shall include, as conditions of the Inclusion, that if the voters approve the Inclusion, the City shall discontinue providing Fire Department Services. Prior to the ~~election~~Initial Inclusion Election, it is the City's intent to adopt an ordinance providing for a reduction in its property tax mill levy rate by 4.662 mills should the qualified electors of the City approve the Inclusion into the South Metro

District. If the ordinance is not approved prior to South Metro District seeking a Court Order ~~calling~~ for the ~~Initial Inclusion election~~Election, the South Metro District can discontinue the Inclusion proceedings and this Agreement will terminate.

Request Court Order for Inclusion Election

. If South Metro District approves the Resolution Initiating Inclusion Election following the public hearing, it shall immediately file a motion requesting an order from the Douglas County District Court setting a coordinated mail ballot election to seek voter approval of the Inclusion, appointing the Designated Election Official, and approving the ballot question in substantially the form attached hereto and incorporated herein as **Exhibit B**.

Conduct of the Initial Inclusion Election

. Upon receipt of the order from the Douglas County District Court, South Metro District, through its Designated Election Official, shall certify the ballot no later than sixty (60) days prior to the ~~election~~Initial Inclusion Election date, and take all actions necessary or desirable to conduct the Initial Inclusion Election pursuant to the Colorado Local Government Election Code and the Special District Act.

Court Order of Inclusion

. If a majority of the voters approve the Inclusion, South Metro District shall immediately seek a final Order of Inclusion from the Douglas County District Court and record and file the same as necessary to make the Order of Inclusion effective as required by the Colorado Local Government Election Code and the Special District Act. Upon the effective date of the Order of Inclusion, South Metro District, either directly or through the Fire Authority, will provide within the area of the Inclusion the Fire Department Services typically provided throughout the South Metro District, including enforcement of fire codes as adopted by the City; any future amendments, repeals, revisions or adoptions of fire codes by the City will be done only after written notice from the City to, and consultation with, the South Metro District. The ~~parties~~Parties acknowledge that the Court Order of Inclusion resulting out of the November 6, 2018 Initial Inclusion Election will likely not be issued until after January 1, 2019 and that for the tax year commencing on January 1, 2019 and ending on December 31, 2019, Fire Department Services will be provided through the Fire Authority.

Subsequent Inclusion Elections

. If a majority of electors at the Initial Inclusion Election do not approve the Inclusion, South Metro District shall have the option to conduct a mail ballot or polling place inclusion election in the subsequent year (the “Second Inclusion Election”), and if the Second Inclusion Election fails, South Metro District shall have the option to conduct a

similar Inclusion election in the same or subsequent year as the Second Inclusion Election (the “Third Inclusion Election”), based on timing within any given year as mutually agreed upon by the City and South Metro District. If the Inclusion is not approved by a majority of the eligible electors at the Initial, Second or Third Inclusion Election, at the request of South Metro District, the City shall reimburse South Metro District for all costs associated with additional, annual Inclusion elections until this Agreement is either terminated or the Inclusion is approved by the eligible electors. Pursuant ~~to Colorado Revised Statutes~~, Section 39-1-110, C.R.S., an ~~Inclusion-Election~~inclusion election that has not been approved by the District Court and recorded with the County prior to July 1, shall result in the City receiving Fire Department Services through the Fire Authority until the end of the calendar year following the year of the inclusion election.

Payment of Inclusion Election Costs

. For the Initial, Second, and Third Inclusion Elections pertaining only to the City, the City shall pay fifty percent (50%) of the cost of conducting the election, including, but not limited to, costs associated with public education and election consulting services. All costs incurred by South Metro District associated with Inclusion elections following the Initial, Second, and Third Inclusion Elections shall be reimbursed in full by the City, as set forth above.

South Metro District Director District Boundary Changes

. South Metro District is governed by a seven (7) person Board of Directors elected from director districts. Following the effective date of the Court order approving the Inclusion and prior to the next regular Board of Directors election, South Metro District shall take such action, as necessary, to reestablish the South Metro District Board of Directors director districts to account for the Inclusion. Such redistricting shall comply with Section 32-1-804(1), C.R.S., which requires that director districts have, as nearly as possible, the same number of eligible electors, and any other applicable state and federal law regarding redistricting.

Transfer of City Fire Department Assets

. As of January 1, 2019, the City shall discontinue providing Fire Department Services. As of the recording of a final District Court Order of Inclusion, and subject to subsections 2(e), 2(f), and 2(g) below, the City shall transfer to South Metro District all legal and equitable title of the City’s interest in any assets and property currently used by Littleton Fire Rescue, free and clear of all liens and encumbrances. The City agrees to use its best efforts to assist Littleton Fire ~~Protection District~~ and Highlands Ranch ~~Metropolitan District~~ in the transfer of any property used by Littleton Fire Rescue and owned by either District. Assets and property

include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, and machinery, with the exception of telephones and computers owned by the City. The City will provide a list of intangible personal property, warranties, licenses, permits, leases, guarantees, indemnifications and agreements which will be assigned to South Metro District, together with cash paid to the City for Fire Department Services provided before January 1, 2019, with the exception of account receivables for Fire Department Services provided on or after January 1, 2019 (collectively, the “City Fire Department Assets”). Any City funds transferred to South Metro District will be used only for the betterment of Fire Department Services to the territory within the City’s boundaries.

Property Insurance:-

. The City is a member of the Colorado Intergovernmental Risk Sharing Agency, a municipal risk retention pool. The Fire Authority is ~~a member of~~ insured for property, casualty and liability coverage by Arch Insurance and for workers compensation coverage by the Colorado Special District Association insurance pool. The City will cooperate with the Fire Authority in the transfer and insurance of property.–

Contracts for Service:-

. The City has two contracts for the provision of fire and emergency medical services.

Lockheed Martin

. The City has entered into an Agreement dated January 19, 2016 with Lockheed Martin Corporation, acting through its Lockheed Martin Space Systems business (“LMSSC Agreement”). The City has notified LMSSC of its desire to amend the LMSSC Agreement providing for assignment for a short-term period not to exceed two years of the current LMSSC Agreement to the South Metro District. It is the intent of the City and South Metro District that the South Metro District will provide services on an interim basis under the same terms and conditions applicable to the City under the LMSSC Agreement for a two (2) year period commencing on January 1, 2019. Neither South Metro District nor the Fire Authority, by this Agreement, undertake an obligation to serve LMSSC, beyond the two (2) year period commencing on January 1, 2019 and no third-parties shall be a beneficiary of this subsection.

Meadowbrook-Fairview Metropolitan District

. The City has entered into a Service Agreement with the Meadowbrook-Fairview Metropolitan District (“Meadowbrook-Fairview Service Agreement”). The City and

Meadowbrook have entered into discussion and Meadowbrook has agreed to the termination of the existing ~~agreement~~ Meadowbrook-Fairview Service Agreement with the City effective January 1, 2019. It is the intent of the City and Meadowbrook that Meadowbrook will either annex into South Metro District or enter into the Fire Authority. Neither South Metro District nor the Fire Authority, by this Agreement, undertake an obligation to serve Meadowbrook.

Fire Authority

. As of January 1, 2018, pursuant to the Fire Authority Agreement, the Fire Authority began operating and providing Fire Department Services to South Metro District and Cunningham until such time as all of the territory within Cunningham can be included into South Metro District. Other entities may be made members of the Fire Authority upon terms and conditions approved by a two-thirds (2/3) vote of the Fire Authority Board. Approval of this Agreement by a two-thirds (2/3) vote of the Fire Authority Board shall constitute approval of the Fire Authority Board to the City's membership in the Fire Authority, pursuant to the provisions of this Agreement and the terms of the Fire Authority Agreement.

Fire Authority Membership and Service

. Pursuant to Section 39-1-110, C.R.S, as the notification deadline to the County will not be met by July 1, 2018, and regardless of the outcome of the Initial Inclusion Election, the City shall become a member of the Fire Authority and receive Fire Department Services from the Fire Authority as of January 1, 2019. Except as otherwise provided in this Agreement, the terms of the Fire Authority Agreement are incorporated herein. The City will no longer be a member of the Fire Authority following approval by the voters of the Inclusion effective January 1st of the first year during which South Metro District will receive property tax revenue from property being included. If the Initial, Second, and Third Inclusion Elections fail to approve the Inclusion, the City shall continue to be a member of the Fire Authority until this Agreement is terminated as set forth herein.

Fire Authority Board

. During its membership in the Fire Authority, the City shall be entitled to one (1~~);~~) voting member on the Fire Authority Board.

Financial Contribution

. The City's annual payment to the Fire Authority for Fire Department Services shall be equal to the revenue that would be generated by imposing a tax of 9.25 mills on the assessed valuation of all taxable property within the City's boundaries. Because the City's actual property tax mill levy rate is less than 9.25 mills, and because specific

ownership tax is distributed based on property tax rates, the City shall also contribute to the Fire Authority all revenue ~~the~~ City actually receives from its specific ownership tax in the applicable year. In any year during which the City would otherwise be a member of, and receive services from, the Fire Authority but the City does not, or is not able to, contribute such revenue to the Fire Authority, the City shall cease to be a member of the Fire Authority, this Agreement shall terminate, and neither the Fire Authority nor South Metro District shall have any obligation to provide the Fire Department Services within ~~the~~ City's boundaries. Payments shall be made by the City to the Fire Authority in two (2) equal installments on January 15 and July 15 of each year, based on the final certified assessed valuation provided by the County Assessor in the prior year and the estimated specific ownership tax revenue, with a true-up payment or credit to be provided on December 31 of each year based on actual specific ownership tax revenue received by the City within such year. Notwithstanding the foregoing, if the voters at the Initial Inclusion Election approve ~~inclusion~~Inclusion into South Metro, ~~City's payment District, the City may choose to pay~~ the Fire Authority for ~~services~~Fire Department Services provided in 2019 ~~shall be as set forth above, or may pay~~ as follows:

(i) ~~The~~ City shall pay the Fire Authority in 2019 an amount equal to the amount paid by the City for Fire Department Services provided by Littleton Fire Rescue in 2018; and

(ii) ~~The~~ City shall pay the Fire Authority in 2020 the difference between the amount owed under Section 2(c) of this Agreement and the amount paid in 2019 pursuant to Section 2(c)(i); and

(iii) ~~The~~ City shall include the payments set forth in Sections 2(c)(i) and (ii) of this Agreement in its budgets and appropriations presented by City staff for final consideration by the City's Council for the years in which the payments are due.

Transfer and Lease of City Fire Department Assets

. In consideration of the Fire Authority's obligations to provide Fire Department Services to the City, upon the City becoming a member of the Fire Authority without its Inclusion into the South Metro District, the City will, for no additional consideration, transfer, convey or assign all legal and equitable title to the City Fire Department Assets to the Fire Authority, free and clear of all liens and encumbrances, except as set forth in subsections 2(e), 2(f), and 2(g) below. The ~~parties~~Parties agree to execute all documents necessary to accomplish the transfer of City Fire Department Assets. Thereafter, the Fire Authority will be responsible for all maintenance and repair of the ~~capital assets~~City Fire Department Assets. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate this Agreement, the City Fire Department Assets shall be returned to the City as is, unless the ~~assets~~City Fire Department Assets have been disposed of previously. If the Inclusion has not been successful and the City terminates

the Agreement, the City Fire Department Assets shall remain the property of the Fire Authority.

Fire Station 11 Lease

. Notwithstanding subsection 2(d) above, prior to January 1, 2019, the City will take actions to seek subdivision approval of the land upon which Fire Station 11 is located, and shall, at no cost, lease the land and Fire Station 11 to the Fire Authority and South Metro District for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority, but with a provision that the lease will terminate upon the Fire Authority or South Metro District bringing into operation a fire station intended to replace and provide primary response to the primary response area currently served by Fire Station 11. Additionally, if the Inclusion has not been successful and either the City, the Fire Authority or South Metro District terminate this Agreement, the Fire Station 11 lease shall terminate and Fire Station 11 shall be returned to the City subject to reasonable wear and tear. During the term of the lease, the Fire Authority or South Metro District shall only be responsible for routine maintenance; any maintenance in excess of \$5,000 per year and all capital improvement or replacement shall be the responsibility of the City.

Stations 12 and 19, and Fire Department Capital Assets

. Notwithstanding subsection 2(d) above, as of January 1, 2019, the City shall lease, at no cost, to the Fire Authority and South Metro ~~Districts~~District, Fire Stations 12 and 19 and their associated land, as well as the capital assets listed on **Exhibit C** attached hereto and incorporated herein (the “Fire Department Capital Assets”). Such leases shall be for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority. During the term of the leases, the Fire Authority or South Metro District shall only be responsible for routine maintenance; any maintenance in excess of \$5,000 per year and all capital improvement or replacement shall be the responsibility of the City. ~~The lease~~leases shall provide that upon the recording of a final District Court Order of Inclusion, the City shall transfer to South Metro District all legal and equitable title of the City’s interest in Station 12 and 19 and the Fire Department Capital Assets, free and clear of all liens and encumbrances. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate this Agreement, the leases shall terminate and Stations 12 and 19 and the Fire Department Capital Assets shall be returned to the City as is. If the Inclusion has not been successful and the City terminates the Agreement, the leases shall terminate and only Stations 12 and 19 shall be returned to the City and the Fire Department Capital Assets shall be conveyed to South Metro District or the Fire Authority.

Station 12 Information Technology Space

. Notwithstanding subsection 2(d) above, as of January 1, 2019, the Fire Authority and South Metro District shall enter into a separate agreement with the City to allow the City, at no cost, to continue to occupy space at Fire Station 12 that is currently used by the City for a backup information technology system. Such agreement shall allow the City to occupy such space regardless of whether Station 12 is leased or conveyed to the Fire Authority or South Metro District.

~~(e)~~ Transfer of Personnel

. The Parties' intent is that all Littleton Fire Rescue personnel will, on January 1, 2019, be transferred without a break in service ~~to~~ and become employees of the Fire Authority, in positions available within the Fire Authority similar to the positions they held with Littleton Fire Rescue. The transfer of employment is subject to the individual acceptance of the transfer by each such employee based on employment terms set by the Fire Authority. Failure to accept the transfer will result in the employee being deemed terminated by the City. However, that if the Inclusion is not approved by the voters and this Agreement is terminated, the City agrees that any of the former ~~city~~City employees transferred to South Metro District may reapply for positions with the City with no loss in seniority or service should they be rehired by the City. For a period of one (1) year from the transfer, no Party shall otherwise attempt to employ any employee of another Party without the other Party's prior written consent.

Dispatch Services

. As of January 1, 2019, dispatch services shall be provided at no additional charge and the existing User Agreement, effective date October 25, 2017 ("Dispatch Services Agreement"), will be terminated as between the City and South Metro District.

EMS, Fire and Emergency Service Billing

. The Fire Authority shall be responsible for all billing, payment account management and accounts receivables for emergency medical, ambulance, fire and other emergency services provided by the Fire Authority beginning January 1, 2019, and thereafter. For all emergency medical, ambulance, fire and other emergency services provided by the City prior to January 1, 2019, the City shall be responsible for all billing, payment account management and accounts receivables and shall retain ownership of the accounts receivables.—

Fire Department Services – Standards of Coverage

. During any period that the Fire Authority or South Metro District ~~provides~~provide Fire Department Services to the area currently within the City, South Metro District and the Fire Authority expect that Fire Department Services standards to all areas currently within the City will meet or exceed those currently being provided by Littleton Fire

Rescue. It is not possible to define precisely when, how, and by how much the Fire Authority or South Metro District will improve service standards and response times to the City. However, to extend accreditation to the the City area, the Fire Authority will develop and pursue a specific improvement plan.

Colorado Fire Fighters Cancer and Heart Benefit Trusts

. Both the City and the Fire Authority are members of the Colorado Fire Fighters Cancer and Heart Benefit Trust- (the "Trust"). The City will remain a member for a period not to exceed Tenten (10) years commencing on January 1, 2019 to provide coverage under the Trust to any firefighter employed by Littleton Fire Rescue as of December 31, 2018 who makes a claim that a cancer or covered condition which they have developed occurred as the result of service as a fire fighter for Littleton Fire Rescue prior to December 31, 2018. All claims arising out of an individual claim of cancer that developed after December 31, 2018 shall be the responsibility of the Fire Authority.

Fire and Police Pension Association of Colorado ~~("FPPA")~~

. Both the City and the Fire Authority participate in the FPPA Statewide Defined Benefit Plan for eligible employees as determined by the FPPA. As set forth in subsection 2-(e) above, the City and the Fire Authority shall cooperate to affect a transfer of employees to the Fire Authority so as to avoid a break in service, thus allowing their participation in the FPPA Statewide Defined Benefit Plan and the Statewide Death and Disability Plan based on a continuation of service begun with the City. Notwithstanding the foregoing, all questions of transfer, eligibility, enrollment and benefit calculation shall be solely determined by the FPPA and not under any provision of this Agreement.

Environmental Assessment of Property-

. The City has disclosed to South Metro District that above ground fuel storage tanks ("ASTs") are located on the station sites for Fire Stations 13, 14, 16, and 17. The City shall disclose to South Metro District, any knowledge or information it has with regard to any current or historical environmental contamination of property associated with the ASTs. The City agrees to provide South Metro District within ninety (90) days following the execution of this Agreement with a Phase I Environmental Assessment (the "Assessment") for all four (4) station sites. The City shall remove all of the ASTs prior to December 31, 2018, unless South Metro District requests the City to retain any or all of them. Fire Stations 13 and 14 are owned by Littleton Fire, and Fire Station 17 is owned by Highlands Ranch. If the Assessment indicates that a Phase II Environmental Assessment ("Phase II Assessment") is warranted on Station 16, the City and South Metro District shall meet and jointly obtain a Phase II Assessment, with the costs to be born equally by the partiesParties. In the event the Assessment indicates that a Phase II Assessment should be conducted for Fire Stations 13, 14 or 17, South Metro District may take such action as it deems appropriate. In the event that the Phase II Assessment

indicates that remediation is required for Station 16, the City shall undertake such remediation as it determines appropriate. South Metro District shall not be required to take possession or title to any station site associated with an AST until it determines, in its reasonable discretion, that any environmental contamination has been adequately remediated.

Operational Standards

. Both the City and the Fire Authority agree that there may be one or more MemorandumsMemorandum of Understanding between the partiesParties executed by the Fire Authority Fire Chief and the City Manager covering operational and administrative matters necessary to implement the terms of this Agreement.

Term and Termination

Term

. This Agreement shall become effective immediately upon execution by the Parties. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

Termination

. This Agreement shall automatically terminate on January 1st of the first year during which the Fire Authority will receive property tax revenue from property within the City following approval by the voters of the Inclusion. This Agreement may also be terminated upon either South Metro District or the City giving written notice to the other twelve (12) months prior to the first day of January of the year in which the Agreement will be terminated. If the Agreement is terminated based on the Inclusion, the provisions herein obligating the City to transfer ~~of~~ City Fire Department Assets and property shall survive such termination until satisfied.-

Payments Subject to Annual Appropriations

. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, and therefore shall not constitute a multiple fiscal year financial obligation. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this Agreement shall terminate as of January 1 of the year in which such payment is due.

Miscellaneous

.

Party Inclusions and Exclusions

. During the term of this Agreement, and because of the potential impact on the service demands and revenues of South Metro District and the Fire Authority, ~~the~~ City will not annex property outside the current boundaries of the South Metro District without written notice to South Metro District and the Fire Authority. Neither the Fire Authority nor South Metro ~~District~~ shall have any obligation to serve property annexed by the City that is located outside of the current boundaries of ~~the~~ South Metro District, unless ~~the~~ South Metro District has given its prior written consent.

Notices

. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be given in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the addresses set forth on each signature page attached hereto, unless another address is certified to the Parties. If sent by registered or certified mail, the notice shall be deemed given seventy-two (72) hours after being placed in the U.S. Mail.

No Third-Party Beneficiaries

. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a ~~Party~~party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

Severability

. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

Amendments

. This Agreement may be amended only by a signed, written document approved by formal authority of the governing bodies of all of the Parties.

Duplicate Originals

. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be an original, but all of which, together, shall constitute one in the same instrument.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated.

CITY OF LITTLETON

By: _____
Debbie Brinkman, Mayor

Date: _____

Address: 2255 W. Berry Ave.
Littleton, CO 80120

Attest:

Wendy Heffner, City Clerk

SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT

By: _____
Laura Simon, President

Date: _____

Address: 9195 E. Mineral Ave.
Centennial, CO 80112

Attest:

Ronda Scholting, Secretary

SOUTH METRO/CUNNINGHAM FIRE
RESCUE AUTHORITY

By: _____
Laura Simon, President

Date: _____

Address: 9195 E. Mineral Ave.
Centennial, CO 80112

Attest:

Ronda Scholting, Secretary

DRAFT

DRAFT

EXHIBIT A

South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification
Agreement

DRAFT

EXHIBIT

DRAFT

EXHIBIT B

FORM OF BALLOT QUESTION

Shall the following described area become a part of the South Metro Fire Rescue Fire Protection District upon the following conditions?

Description of Area: All real property located within the boundaries of the City of Littleton.

Summary of Conditions:

1. If the proposed inclusion is approved by a majority of the eligible electors, City of Littleton shall reduce its property taxes by 4.662 mills for taxes collected for fiscal year ~~2019~~2020;
2. Unless otherwise approved by the voters in advance, the maximum mill levy that may be imposed by South Metro Fire Rescue Fire Protection District is 9.25 mills, exclusive of refunds and abatements; and
3. The proposed inclusion is subject to the terms and conditions of the South Metro District/City of Littleton Pre-Unification and Fire Authority Member Agreement dated _____, April 18, 2018.

For inclusion

Against inclusion.....

EXHIBIT EXHIBIT C

FIRE DEPARTMENT ASSETS FIRE DEPARTMENT ASSETS

DRAFT



Staff Communication

File #: Ordinance 14-2018, **Version:** 1

Agenda Date: 04/03/2018

Subject:

An ordinance on first reading establishing a Capital Projects Reserve Account should the voters of the City of Littleton approve inclusion into South Metro Fire Rescue for fire and emergency medical services.

Presented By: Tiffany Hooten, Finance Director
--

REQUESTED COUNCIL ACTION:

Does city council support establishing a Capital Projects Reserve Account should City of Littleton voters approve inclusion into South Metro Fire Rescue (SMFR) for fire and emergency medical services?

BACKGROUND:

The city funds its contribution to the Littleton Fire Rescue partnership through several sources of revenue including sales tax, emergency medical services transport fees, property taxes and other fire-related revenues. The city's total fire expense in 2018 is approximately \$7.1 million. The city does not have a dedicated revenue source to fund fire services. Unlike the city, special districts in Colorado are funded primarily by mill levies assessed on real and personal property within the district. SMFR imposes a mill levy of 9.25 mills. Future increases in mill levies are subject to voter approval due to the Colorado Taxpayer's Bill of Rights (TABOR).

At its workshop on February 3, the council discussed inclusion with SMFR. The council reached consensus on the following:

1. Should a majority of the voters approve inclusion into SMFR and once the SMFR mill levy becomes effective, the city will reduce its mill levy by 4.662; thereby retaining 2 mills.
2. Should a majority of the voters approve inclusion into SMFR and once the SMFR mill levy becomes effective, the city will redirect a portion of revenues budgeted for fire and emergency medical services to fund improvements to city streets and transportation.

PRIOR ACTIONS OR DISCUSSIONS:

A draft of this ordinance was presented to council during its study session on March 13.

STAFF ANALYSIS:

The city attorney has prepared an ordinance for council. This ordinance is intended to be submitted with the proposed Pre-Inclusion Agreement between the City of Littleton and SMFR. The concept of the ordinance is to establish a formal policy of the city council that would be enacted into legislation. This enactment will provide that the consensus reached in the study session upon council approval and voter approval will be implemented.

The ordinance is uncommon from a city legislative enactment in that it is a conditional enactment. The ordinance only goes into effect if a specified condition occurs. In this case, the specified condition is that a

majority of the voters in the November 2018 election approve inclusion of the City of Littleton into SMFR.

FISCAL IMPACTS:

If voters approve the inclusion, the ordinance creates a Capital Projects Reserve Account and provides:

1. Deposit of an amount equivalent to the savings from the reduction in fire costs and the reduction in property tax revenues into the Capital Projects Reserve Account and restricts its use for qualified capital expenditures. In 2020 and beyond, this funding will be from retail sales tax revenues.
2. Directs the city manager to prepare the 2020 budget providing for a reduction in the city's mill levy from 6.662 mills to 2 mills.

The proposal is designed to meet the city council's third goal in the discussion of fire and emergency medical services to move to a more financially stable operation and capital structure. The use of the sales tax revenues for qualified capital projects such as improvements to streets and transportation is critical in moving the capital plan towards a sustainable position. The proposal also provides assurance that the commitments are kept.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance on first reading establishing a Capital Projects Reserve Account.

PROPOSED MOTION:

I move to approve the ordinance on first reading establishing a Capital Projects Reserve Account should the voters of the City of Littleton approve inclusion into South Metro Fire Rescue in the November 2018 election and to set the second reading and public hearing for April 17, 2018.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 14**

4
5 **Series, 2018**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, ESTABLISHING A CAPITAL PROJECTS**
11 **RESERVE ACCOUNT SHOULD THE VOTERS OF THE**
12 **CITY OF LITTLETON APPROVE INCLUSION**
13 **INTO SOUTH METRO FIRE RESCUE FOR FIRE AND**
14 **EMERGENCY MEDICAL SERVICES**

15
16 **WHEREAS,** the Mayor and Council find and determine that there is not
17 sufficient funding to meet the minimum street maintenance needs of the City in order to preserve
18 the existing streets, and

19
20 **WHEREAS,** the intent of creating a Capital Projects Reserve Account is to
21 provide a source of funding to better enable the City to meet its minimum street maintenance
22 needs and to preserve its existing streets and transportation improvements, and

23
24 **WHEREAS,** should the voters of the City of Littleton approve the inclusion of
25 the City into the South Metro Fire and Rescue District, there would be an amount of funds
26 available from sources other than property taxes that were previously used for fire and
27 emergency services and the city council finds and determines that such funds should be used as
28 providing a source of revenue to preserve the existing streets and transportation improvements of
29 the City and that an ordinance should be enacted to establish the public policy for the use of such
30 revenues to insure that the city council policy be implemented

31
32 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
33 **THE CITY OF LITTLETON, COLORADO, THAT:**

34
35 **Section 1:** Title 1, Chapter 10 of the municipal code is amended as follows:

36
37 **1-10-1: CAPITAL IMPROVEMENT FUND:**

38
39 **1-10-1: CAPITAL IMPROVEMENT FUND:**

40
41 (A) Creation Of Fund: There is hereby created a special fund to be known as the
42 Capital Improvement Fund. This Fund shall be subject to annual audit in accordance with the
43 provisions of section 33 of the Charter. (Ord. 26, Series of 1972; amd. Ord. 20, Series of 1973)

44
45 (B) Sources Of Revenue: Monies collected by the City from the following
46 revenue sources shall be deposited in the Capital Improvement Fund:

- 47
48 1. Such amount or portion of the City use tax imposed on building materials
49 and supplies that are incorporated into buildings, dwellings for other

1 structures or improvements to realty within the City as required by
2 subsections 3-9-4-4(B) and (C) of this Code, as the City Council shall,
3 from time to time, determine as necessary and appropriate. (Ord. 50,
4 Series of 1984)
5

6 2. All monies collected by the City from land subdivision fees, as provided
7 for in Section 11-4-2 of this Code in its present form and as the said
8 Chapter may be hereafter amended. (Ord. 26, Series of 1972; amd. Ord.
9 20, Series of 1973)
10

11 3. All revenues collected pursuant to the terms of the State and Local Fiscal
12 Assistance Act of 1972, and all amendments thereto: unless transferred by
13 the City Council pursuant to a resolution passed by not less than five (5)
14 affirmative votes of that body. (Ord. 5, Series of 1977)
15

16 4. Funds from other sources as directed by the City Council.
17

18 (C) Expenditures From Capital Improvement Fund: Except as herein provided, all
19 Capital Improvement Fund expenditures shall be appropriated as a part of the Annual Budget and
20 Annual Appropriation Ordinance. The City Council shall determine each year what may or may
21 not be defined as a Capital Improvement Fund expenditure. Funds received by the City pursuant
22 to subsection (B)4 of this Section may be used only for priority expenditures as provided in the
23 State and Local Fiscal Assistance Act of 1972. In the case of revenues collected from land
24 subdivision fees (subsection (B)2 of this Section), expenditures may be authorized by ordinance
25 during the then current fiscal year. (Ord. 26, Series of 1972; amd. Ord. 20, Series of 1973)
26
27

28 **1-10-2: CAPITAL PROJECT RESERVE ACCOUNT**

29

30 (A) THERE IS CREATED A CAPITAL PROJECT RESERVE ACCOUNT.
31 THIS ACCOUNT SHALL BE SUBJECT TO ANNUAL AUDIT.
32

33 (B) SOURCES OF REVENUE: THE CITY SHALL DEPOSIT MONIES
34 COLLECTED FROM THE FOLLOWING REVENUE SOURCES INTO THE CAPITAL
35 PROJECT RESERVE ACCOUNT:
36

37 1. BASE REVENUES COMMENCING IN FISCAL YEAR 2020, THE
38 CITY SHALL DEPOSIT THE AMOUNT OF THREE MILLION ONE
39 HUNDRED THOUSAND DOLLARS (\$3,100,000.00).
40

41 2. FOR EACH SUBSEQUENT FISCAL YEAR AFTER 2020, BASED ON
42 THE BASE REVENUES, USING A THREE YEAR AVERAGE WITH
43 THE FIRST YEAR BEING 2018, THE AMOUNT DEPOSITED SHALL
44 DECREASE BY THE PERCENTAGE THAT OVERALL CITY
45 TRANSACTION PRIVILEGE TAX REVENUES IN THE RETAIL
46 CATEGORY COLLECTIONS DECREASED, IF SUCH A
47 DECREASED OCCURRED OR IF CITY TRANSACTION PRIVILEGE

1 TAX REVENUES IN THE RETAIL CATEGORY HAVE INCREASED
2 THEN BY THE PERCENTAGE INCREASE IN REVENUES IN THE
3 RETAIL TRANSACTION PRIVILEGE TAX CATEGORY USING A
4 THREE YEAR AVERAGE WITH THE FIRST YEAR BEING 2018 OR
5 THE PERCENTAGE ADJUSTMENT ON AN ANNUAL BASIS FOR
6 THE PRIOR YEAR FOR THE METRO DENVER, BOULDER,
7 GREELEY CONSUMER PRICE INDEX AS ESTABLISHED BY THE
8 UNITED STATES DEPARTMENT OF LABOR, WHICHEVER IS
9 LESS.

10
11 (C) PERMITTED EXPENDITURES FROM CAPITAL PROJECT
12 RESERVE ACCOUNT. THE CITY MAY MAKE SUCH PERMITTED EXPENDITURES
13 INDEPENDENTLY OR PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT
14 WITH ANOTHER POLITICAL SUBDIVISION OF THIS STATE:
15

- 16 1. DESIGN, ENGINEERING, ACQUISITION OF RIGHT OF WAY BY
17 PURCHASE OR CONDEMNATION, CONSTRUCTION AND
18 RECONSTRUCTION OF MULTI-MODAL TRANSPORTATION
19 PROJECTS, INCLUDING BUT NOT LIMITED TO MUNICIPAL
20 BRIDGES, STREETS, SIDEWALKS, CURBS, GUTTERS, DRAINAGE
21 INLETS AND DRAINAGE STRUCTURES, AND DRIVEWAY
22 ENTRANCES.
23
- 24 2. DESIGN, ENGINEERING, ACQUISITION, REHABILITATION OR
25 UPGRADES BY THE CITY OR IN CONJUNCTION WITH OTHER
26 GOVERNMENTS OF TRAFFIC SIGNALS AND TRAFFIC CONTROL
27 DEVICES.
28
- 29 3. DESIGN, ENGINEERING, CONSTRUCTION AND
30 RECONSTRUCTION OF TRAFFIC MITIGATION DEVICES.
31
- 32 4. DESIGN, ENGINEERING, ACQUISITION OF RIGHT OF WAY BY
33 PURCHASE OR CONDEMNATION, CONSTRUCTION AND
34 RECONSTRUCTION OF PEDESTRIAN CROSSING AND BICYCLE
35 LANES ON MUNICIPAL ROADWAYS.
36
- 37 5. DESIGN, ENGINEERING FOR THE RELOCATION OF UTILITY
38 AND TELECOMMUNICATION PROJECTS REQUIRED BY THE
39 CONSTRUCTION OF CAPITAL PROJECTS.
40
- 41 6. ADMINISTRATIVE AND INTERNAL SERVICE COSTS INCURRED
42 BY THE CITY IN THE FUNDING OF A CAPITAL PROJECT UNDER
43 THIS SECTION.
44
- 45 7. PAYMENT OF ANY FINANCING AND DEBT SERVICE COSTS
46 INCURRED BY THE CITY IN THE FUNDING OF A CAPITAL
47 PROJECT UNDER THIS SECTION.

1
2 (D) ALL FUNDS IN THE CAPITAL PROJECTS RESERVE ACCOUNT
3 SHALL NOT LAPSE UPON THE END OF THE YEAR APPROPRIATION BUT SHALL
4 REMAIN IN THE ACCOUNT, TOGETHER WITH NEW FUNDS APPROPRIATED
5 PURSUANT TO THIS SECTION.
6

7 THAT THE CITY MANAGER OF THE CITY OF LITTLETON SHALL SUBMIT A
8 BUDGET PROVIDING FOR A REDUCTION IN THE CITY OF LITTLETON MILL LEVY
9 FROM 6.662 MILLS TO 2.000 MILLS FOR THE FISCAL YEAR COMMENCING IN 2020
10 SHOULD A MAJORITY OF THE VOTERS OF THE CITY OF LITTLETON APPROVE A
11 REFERRED ITEM PLACED ON THE NOVEMBER 2018 BALLOT PROVIDING FOR
12 INCLUSION OF THE CITY OF LITTLETON INTO THE SOUTH METRO FIRE AND
13 RESCUE DISTRICT AS SET FORTH IN THE OFFICIAL CANVASS OF ELECTION
14 CERTIFIED BY THE DOUGLAS COUNTY, COLORADO RECORDER AND ANY OTHER
15 COUNTY RECORDERS HAVING JURISDICTION.
16

17 THIS ORDINANCE SHALL BE CONDITIONALLY ENACTED AND SHALL GO INTO
18 EFFECT UPON CERTIFICATION BY THE DOUGLAS COUNTY, COLORADO
19 RECORDER AND OR ANY OTHER COUNTY RECORDERS HAVING JURISDICTION OF
20 THE OFFICIAL CANVASS OF ELECTION THAT A REFERRED ITEM PLACED ON THE
21 BALLOT BY THE SOUTH METRO FIRE AND RESCUE DISTRICT PROVIDING FOR THE
22 INCORPORATION OF THE CITY OF LITTLETON RECEIVED A MAJORITY OF THE
23 VOTES CAST IN THE ELECTION HELD ON NOVEMBER 6, 2018 AND THAT THE
24 INCORPORATION OF THE CITY OF LITTLETON INTO THE SOUTH METRO FIRE AND
25 RESCUE DISTRICT HAS BEEN APPROVED, AND SUCH PROCEEDINGS HAVE BEEN
26 APPROVED BY THE DISTRICT COURT OF THIS STATE HAVING JURISDICTION. IN
27 THE EVENT THAT THE OFFICIAL CANVASS OF ELECTION CERTIFIED BY THE
28 DOUGLAS COUNTY, COLORADO, RECORDER AND ANY OTHER COUNTY
29 RECORDERS HAVING JURISDICTION FINDS THAT THE REFERRED ITEM PLACED
30 ON THE BALLOT BY THE SOUTH METRO FIRE AND RESCUE DISTRICT PROVIDING
31 FOR THE INCORPORATION OF THE CITY OF LITTLETON INTO THE SOUTH METRO
32 FIRE AND RESCUE DISTRICT FAILED TO RECEIVE A MAJORITY OF THE VOTES
33 CAST IN THE ELECTION HELD ON NOVEMBER 6, 2018, THEN THIS ORDINANCE
34 SHALL BE DEEMED TO BE REPEALED AND OF NO FURTHER FORCE AND EFFECT.
35

36 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
37 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
38 validity of the remaining sections of this ordinance. The City Council hereby declares that it
39 would have passed this ordinance, including each part, section, subsection, sentence, clause or
40 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
41 clauses or phrases may be declared invalid.
42

43 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
44 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
45 repealer clauses of such ordinance nor revive any ordinance thereby.
46
47

1 INTRODUCTION AS A BILL at a regularly scheduled meeting of the City Council
2 of the City of Littleton on the 3rd day of April, 2018, passed on first reading by a vote of ____
3 FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis Library,
4 the Municipal Courthouse and on the City of Littleton Website.

5 PUBLIC HEARING on the Ordinance to take place on the 17th day of April,
6 2018, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
7 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

8 PASSED on second and final reading, following public hearing, by a vote of _____FOR
9 and _____ AGAINST on the 17th day of April, 2018 and ordered published by posting at
10 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

11 ATTEST:

12 _____
13 Wendy Heffner
14 CITY CLERK

15 _____
16 Debbie Brinkman
17 MAYOR

18 _____
19 Lena McClelland
ASSISTANT CITY ATTORNEY



Staff Communication

File #: Resolution 21-2018, **Version:** 1

Agenda Date: 04/03/2018

Subject:

A resolution supporting an application by the city on behalf of Littleton Public Schools for an Arapahoe County Open Space grant for playground improvements at Field Elementary School

Presented By: Keith Reester, Public Works Director
--

REQUESTED COUNCIL ACTION:

Does city council support submitting an application on behalf of Littleton Public Schools (LPS) for playground improvements at Field Elementary School?

BACKGROUND:

City council has partnered with LPS to address playground improvements at Euclid Middle School, and Centennial and Damon Runyon Elementary Schools, providing \$50,000 in matching funds to each project and submitting grant applications on behalf of LPS. This project continues that trend and partnership. Staff proposes to address playground improvements at Field Elementary School through a grant application to Arapahoe County Open Space.

Although Field Elementary School is located outside the city limits of Littleton, the current enrollment in the school consists of 288 homes within the city limits of Littleton out of 308 total families enrolled. City of Littleton residents comprise 93.51% of the students currently enrolled in Field Elementary School.

PRIOR ACTIONS OR DISCUSSIONS:

None.

STAFF ANALYSIS:

The city recognizes the role of school playgrounds in providing community recreation areas. In some instances, school playgrounds serve as the closest “parks” for children and their families to recreate and play.

LPS is not an eligible applicant for Arapahoe County Open Space Funds, but Arapahoe County allows the city to apply on behalf of LPS. Should the grant request be funded, the city will provide \$50,000 in funds toward the project. LPS staff will administer the project and prepare all reports for Arapahoe County. The city acts as a pass-through administrator for the project reviewing and submitting the reports that LPS prepares for the county. The city staff will review and sign the reports prior to submission to Arapahoe County Open Space.

As a condition of the grant, council will be asked to approve a public use agreement with Littleton Public Schools for the playground at Field Elementary School, ensuring the playground is available to the public outside of school use.

OPTIONS/ALTERNATIVES:

If approval is given for the grant application, the playground equipment at Field Elementary School will be replaced. If approval is denied, the playground equipment will not be replaced.

FISCAL IMPACTS:

The grant application requires a 25% cash match. The total project cost will be \$385,942. Field Elementary School's match will be \$10,000, LPS Operation's match will be \$38,000, and the city's match will be \$50,000, for a total match of \$98,000. The grant request is for \$287,942.

It is anticipated that a supplemental budget appropriation will be presented to council during the second quarter of 2018 to appropriate the city's match of \$50,000 from the Open Space Fund, as well as the grant amount of \$287,942 from Arapahoe County. The estimated ending fund balance for the Open Space Fund at the end of 2018 is \$2,139,800. There is adequate fund balance in the Open Space Fund for this matching grant.

STAFF RECOMMENDATION:

Staff recommends approval.

PROPOSED MOTION:

I move to approve the resolution supporting an application by the city on behalf of Littleton Public Schools for an Arapahoe County Open Space grant for playground improvements at Field Elementary School.

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CITY OF LITTLETON, COLORADO

Resolution No. 21

Series, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LITTLETON, COLORADO, SUPPORTING AN APPLICATION BY THE
CITY OF LITTLETON ON BEHALF OF LITTLETON PUBLIC
SCHOOLS FOR AN ARAPAHOE COUNTY OPEN SPACE GRANT FOR
PLAYGROUND IMPROVEMENTS AT FIELD ELEMENTARY SCHOOL**

WHEREAS, Littleton Public Schools desires to replace outdated playground equipment at Field Elementary School; and

WHEREAS, the city has been cooperating with Littleton Public Schools to address playground improvements at their facilities attended by students residing within the City of Littleton; and

WHEREAS, the current enrollment in Field Elementary School consists of 288 homes within the city limits of Littleton out of 308 total families enrolled; and

WHEREAS, the proposed playground improvements at Field Elementary School will address safety, accessibility, and improve the general appeal of the play area and include new play equipment, shade structures, student gardening area, ball courts, music and sand play areas, and seating areas, among other improvements; and

WHEREAS, the city's matching funds portion of \$50,000 will be presented to the city council during the second quarter of 2018 as a supplemental budget appropriation to secure the funds; and

WHEREAS, the city will act as the submitting entity for the application and should the grant be funded, will also act as the pass-through administrator of the grant; and

WHEREAS, should the project be funded, the city council authorizes the city manager or his designee to sign a grant agreement and grant reports with Arapahoe County; and

WHEREAS, should the project be funded, the city and Littleton Public Schools will enter into a public use agreement for the Field Elementary School playground that will ensure public access to the playground outside of school use.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

The City of Littleton supports and agrees to submit on behalf of Littleton Public Schools a grant application for 2018 Arapahoe County Open Space funds for playground

improvements at Field Elementary School.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the

City Council of the City of Littleton, Colorado, on the 3rd day of April, 2018, at 6:30 p.m. at the

Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

Wendy Heffner
CITY CLERK

Debbie Brinkman
MAYOR

APPROVED AS TO FORM:

Lena McClelland
ASSISTANT CITY ATTORNEY

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds
Arapahoe County Open Spaces Grant	8/1/2018	\$287,942		\$287,942
Applicant Cash Match	2/15/2018	\$287,942	\$50,000	\$50,000
Field Elementary School Partner Cash Match/Other Funding Source	10/1/2017		\$10,000	\$10,000
LPS Operation Partner Cash Match/Other Funding Source	10/1/2017		\$38,000	\$38,000
(Specify) Partner Cash Match/Other Funding Source				\$0
Totals		\$287,942	\$98,000	\$385,942

MATCH REQUIREMENTS				Minimum Met? Y or N	
Total Project Cost:		\$385,941.75			
Cash Match % Required:		25%			
Required Cash Match Amount:		\$96,485.44			
Project Cash Match Budgeted:		\$98,000.00			

Applicant:

Project Title:

** Please do not include in-kind match on the Budget Forms. Describe in-kind match in the budget narrative and project narrative.*

All Around Recreation, LLC



Quotation

6614 S Franklin Street
Centennial CO 80121
Phone: **720-270-5879**
Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 2/19/2018
Quotation # CO-2600
Customer ID

Quotation For:

Robyn Zagoren - Carla Bryant
Littleton Public Schools
5776 S. Crocker Street
Littleton CO 80120

Email: rzagoren@lps.k12.co.us *Updated 2-19-18*

Phone: 303-347-3374
Fax:

Comments or Special Instructions:

Field Elementary - 3-5 Grades Play Area Renovation

Preliminary Costs

Actual installation date may vary due to schedules

District Staff to remove & demo existing play equipment and footings

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA		TERMS
MSphatt		14 weeks from order date			50% upon order
QTY.	DESCRIPTION		UNIT PRICE		AMOUNT
1	Excavate approx 8800sf gravel, 9"-12" depth		\$11,423.00		\$11,423.00
					\$0.00
1	New concrete path with curb-approx 81LF curb, 740sf concrete flat		\$15,425.00		\$15,425.00
1	Henderson Custom play structure #B304169r0 for ages 5-12 years		\$43,219.00		\$43,219.00
1	Tripod Heavy Duty Swings - 8 ft high with 10 swing seats		\$3,517.00		\$3,517.00
1	Berliner Neptun climber with slide and access net #USP26990		\$42,446.00		\$42,446.00
1	Berliner Double Cloud 9 Swings		\$14,011.00		\$14,011.00
1	Berliner Net Helix Terranos Climber		\$4,751.00		\$4,751.00
1	Berliner Discount to Littleton Public Schools		(\$3,061.00)		-\$3,061.00
2	Superior 6 ft picnic tables - with bench seats - portable		\$843.20		\$1,686.40
2	Anchor brackets for picnic tables		\$13.66		\$27.32
1	Geotextile fabric for underneath wood fiber surfacing		\$791.00		\$791.00
500	Engineered wood fiber safety surfacing-12" deep compacted depth		\$22.67		\$11,335.00
	500 CY, approx 8830 SF.				\$0.00

Equipment quoted prices are valid for 30 days from date of quote. Owner is responsible for location of all irrigation and drainage system components. All Around Recreation, LLC is not responsible for system damage caused by failure to properly locate components or construction delays due to improper site preparation. Site preparation and installation is the responsibility of the owner/customer unless noted on quote. Final Freight costs will be determined at time of order. Installation costs, all permits, engineer inspections, soils reports are excluded unless specifically noted in detail on quote. **ADDITIONAL 5% FEE will apply for ALL Payments made with a Credit Card.**

SUBTOTAL	\$ 145,570.72
TAX RATE	
SALES TAX	-
Other	
Sub-TOTAL Pg 1	\$ 145,570.72

Quotation does NOT include applicable state and local taxes, unless otherwise noted. To accept this quotation, please sign and return to All Around Recreation:

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

All Around Recreation, LLC



Quotation

6614 S Franklin Street
Centennial CO 80121
Phone: **720-270-5879**
Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 2/19/2018
Quotation # CO-2600
Customer ID
Page 2 of 2

Quotation For:

Robyn Zagoren - Carla Bryant
Littleton Public Schools
5776 S. Crocker Street
Littleton CO 80120

Email: rzagoren@lps.k12.co.us Updated 2-19-18

Phone: 303-347-3374
Fax:

Comments or Special Instructions:

Field Elementary - 3-5 Grades Play Area Renovation

Preliminary Costs

Actual installation date may vary due to schedules

District Staff to remove & demo existing play equipment and footings

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA	TERMS
MSphatt		14 weeks from order date		50% upon order
QTY.	DESCRIPTION	UNIT PRICE		AMOUNT
				\$0.00
				\$0.00
1	Freight for play equipment and surfacing; excludes unloading	\$6,860.00		\$6,860.00
1	Installation of play equipment and surfacing in prepared play pit.	\$34,774.00		\$34,774.00
	Includes unloading, receiving & 30 day storage, all labor & materials			\$0.00
	and state permits & inspections. Add'l costs apply if broken into phases			\$0.00
				\$0.00
1	Performance & Payment Bond based on total	\$3,744.00		\$3,744.00
1	Sub Total from Page One Quote	\$145,570.72		\$145,570.72
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Equipment quoted prices are valid for 30 days from date of quote. Owner is responsible for location of all irrigation and drainage system components. All Around Recreation, LLC is not responsible for system damage caused by failure to properly locate components or construction delays due to improper site preparation. Site preparation and installation is the responsibility of the owner/customer unless noted on quote. Final Freight costs will be determined at time of order. Installation costs, all permits, engineer inspections, soils reports are excluded unless specifically noted in detail on quote. **ADDITIONAL 5% FEE will apply for ALL Payments made with a Credit Card.**

SUBTOTAL	\$ 190,948.72
TAX RATE	
SALES TAX	-
Other	
TOTAL	\$ 190,948.72

Quotation does NOT include applicable state and local taxes, unless otherwise noted. To accept this quotation, please sign and return to All Around Recreation:

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

All Around Recreation, LLC



Quotation

6614 S Franklin Street
Centennial CO 80121
Phone: **720-270-5879**
Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 2/20/2018
Quotation # CO-2600
Customer ID
Page 1 of 2

Quotation For:

Robyn Zagoren - Carla Bryant
Littleton Public Schools
5776 S. Crocker Street
Littleton CO 80120

Email: rzagoren@lps.k12.co.us Updated 2-19-18
Phone: 303-347-3374
Fax:

Comments or Special Instructions:

Field Elementary - South Side K-2 Play Area Renovation

Preliminary Costs

Actual installation date may vary due to schedules

District Staff to remove & demo existing play equipment and footings

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA	TERMS
MSphatt		14 weeks from order date		50% upon order
QTY.	DESCRIPTION		UNIT PRICE	AMOUNT
1	Excavate gravel for play area, 4000 sf x 9", will be new play pit		\$9,809.00	\$9,809.00
	Includes demo of existing curb for expansion of play pit & mid asphalt area			\$0.00
1	Excavate gravel in mid section, 7787sf x 2". Area to have new asphalt		\$6,425.00	\$6,425.00
1	Phase 2 Asphalt - 2" mill, add 2" Overlay on exist'g- 4600 SF		\$18,420.00	\$18,420.00
1	Phase 3 Asphalt - New 4" deep, plus new road base 7787sf-SW area		\$46,026.00	\$46,026.00
1	Berliner UFO.M3 Net climber play structure #90.220.030		\$25,662.00	\$25,662.00
1	Berliner Discount for Littleton Public Schools		(\$1,283.00)	-\$1,283.00
1	Henderson Custom play structure #B304168r0		\$23,236.00	\$23,236.00
1	Tripod Heavy Duty Swings- 8 ft high with 6 swing seats		\$2,285.00	\$2,285.00
1	Seated Spinner TE046		\$1,454.00	\$1,454.00
8	Dynacushion Swing/Slide rubber exit mats 4'x6' x 2" thick		\$207.00	\$1,656.00
1	Dynacushion Spinner rubber wear mat		\$367.00	\$367.00
1	Geotextile fabric for under wood fiber/landscape mulch		\$791.00	\$791.00
1	Freight for play equipment,surfacing & landscape mulch shipped to CO.		\$9,462.00	\$9,462.00
	Excludes unloading, installation or site preparation			\$0.00

Equipment quoted prices are valid for 30 days from date of quote. Owner is responsible for location of all irrigation and drainage system components. All Around Recreation, LLC is not responsible for system damage caused by failure to properly locate components or construction delays due to improper site preparation. Site preparation and installation is the responsibility of the owner/customer unless noted on quote. Final Freight costs will be determined at time of order. Installation costs, all permits, engineer inspections, soils reports are excluded unless specifically noted in detail on quote. **ADDITIONAL 5% FEE will apply for ALL Payments made with a Credit Card.**

SUBTOTAL	\$ 144,310.00
TAX RATE	
SALES TAX	-
Other	
Sub-TOTAL Pg 1	\$ 144,310.00

Quotation does NOT include applicable state and local taxes, unless otherwise noted.To accept this quotation, please sign and return to All Around Recreation:

THANK YOU FOR YOUR BUSINESS!

Signature: _____ Date: _____

All Around Recreation, LLC



Quotation

6614 S Franklin Street
Centennial CO 80121
Phone: **720-270-5879**
Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 2/20/2018
Quotation # CO-2600
Customer ID
Page 2 of 2

Quotation For:

Robyn Zagoren - Carla Bryant
Littleton Public Schools
5776 S. Crocker Street
Littleton CO 80120

Email: rzagoren@lps.k12.co.us Updated 2-19-18

Phone: 303-347-3374
Fax:

Comments or Special Instructions:

Field Elementary - South Side K-2 Play Area Renovation

Preliminary Costs

Actual installation date may vary due to schedules

District Staff to remove & demo existing play equipment and footings

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA		TERMS
MSphatt		14 weeks from order date			50% upon order
QTY.	DESCRIPTION		UNIT PRICE		AMOUNT
55	CY- Landscape mulch-Harvest brown or red-6" deep approx 2300 sf		\$23.00		\$1,265.00
225	Engineered wood fiber safety surfacing-12" deep compacted depth		\$22.67		\$5,100.75
	225 CY, approx 3900 SF. Installation is separate cost.				\$0.00
					\$0.00
1	Installation of play equipment, wood fiber & landscape mulch in		\$29,738.00		\$29,738.00
	in prepared pit. Includes unloading, receiving & 30 day storage, all labor & materials,				\$0.00
	and state permit & inspections. Add'l costs apply if broken into phases.				\$0.00
1	Payment & Performance Bond- based on total		\$3,608.00		\$3,608.00
1	Sub Total from Page One Quote		\$144,310.00		\$144,310.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

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SUBTOTAL	\$ 184,021.75
TAX RATE	
SALES TAX	-
Other	
TOTAL	\$ 184,021.75

Quotation does NOT include applicable state and local taxes, unless otherwise noted. To accept this quotation, please sign and return to All Around Recreation:

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

All Around Recreation, LLC



Quotation

6614 S Franklin Street
Centennial CO 80121
Phone: **720-270-5879**
Fax: 303-798-0291

Email: melissa@allaroundrec.com
www.allaroundrec.com

DATE 2/23/2018
Quotation # CO-2600
Customer ID
Updated 2-23-18

Quotation For:

Robyn Zagoren - Carla Bryant
Littleton Public Schools
5776 S. Crocker Street
Littleton CO 80120

Email: rzagoren@lps.k12.co.us

Phone: 303-347-3374
Fax:

Comments or Special Instructions:

Field Elementary - Basketball Add on Play Area Renovation

Preliminary Costs

Actual installation date may vary due to schedules

District Staff to remove & demo existing play equipment and footings

SALES	PO NUMBER	Estimated SHIP DATE	SHIP VIA		TERMS
MSphatt		6-8 weeks from order date			50% upon order
QTY.	DESCRIPTION		UNIT PRICE		AMOUNT
6	Porter Athletics Outdoor Basketball System- 3.5" post, 4 foot		\$732.00		\$4,392.00
	extension, Heavy Duty Goal, Nylon Net #174-340				\$0.00
4	Porter Athletics Tetherball post with ball- #763200		\$181.34		\$725.36
4	Porter Ground Sleeve for tetherball post #402000-		\$112.33		\$449.32
					\$0.00
1	Freight for the above items shipped to CO- excludes unloading		\$725.00		\$725.00
1	Installation for 6 basketball systems, and four tetherball posts		\$4,680.00		\$4,680.00
	installed with other play equipment and site work is ongoing.				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

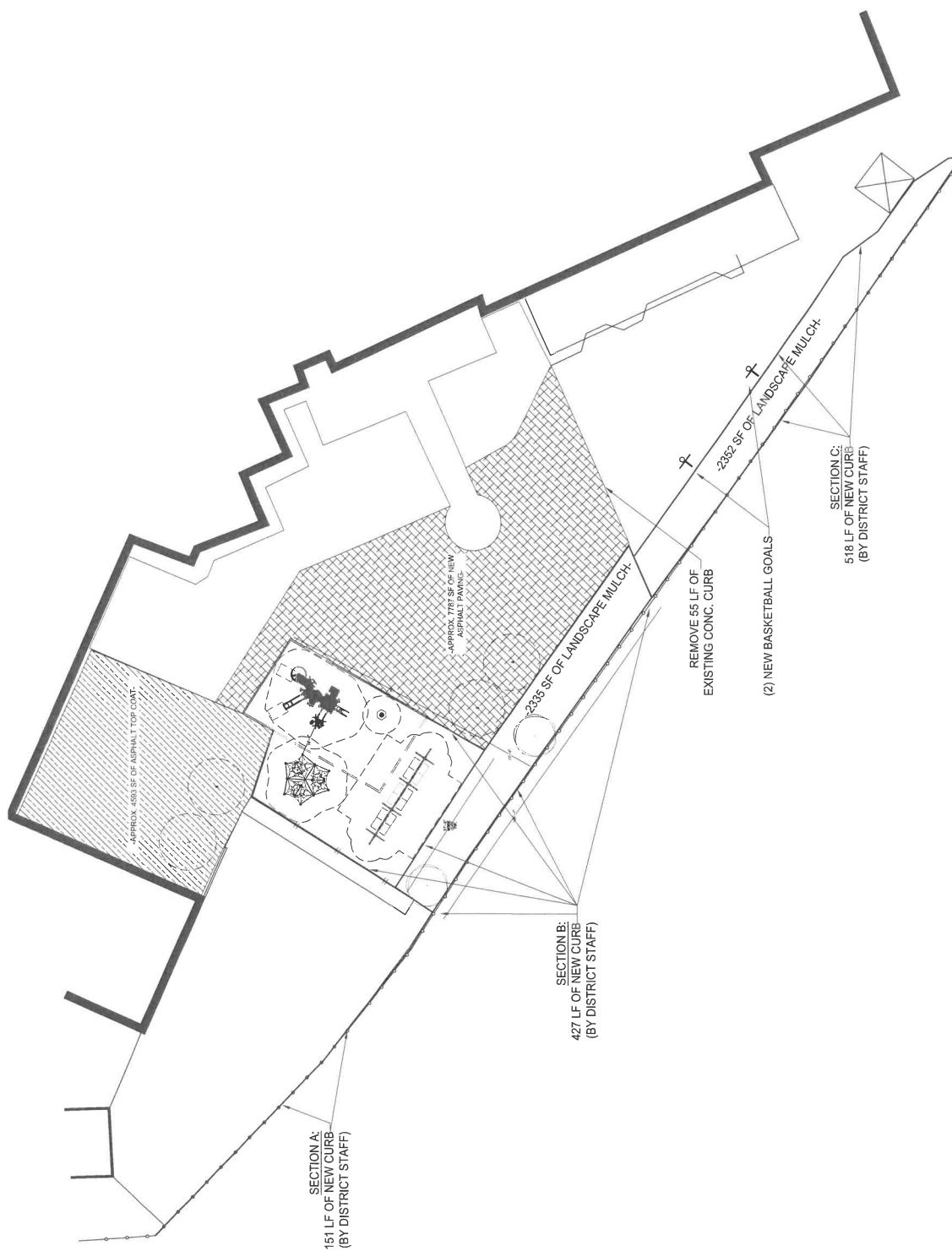
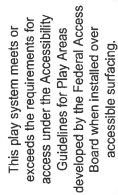
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SUBTOTAL	\$ 10,971.68
TAX RATE	
SALES TAX	-
Other	
TOTAL	\$ 10,971.68

Quotation does NOT include applicable state and local taxes, unless otherwise noted. To accept this quotation, please sign and return to All Around Recreation:

Signature: _____ Date: _____

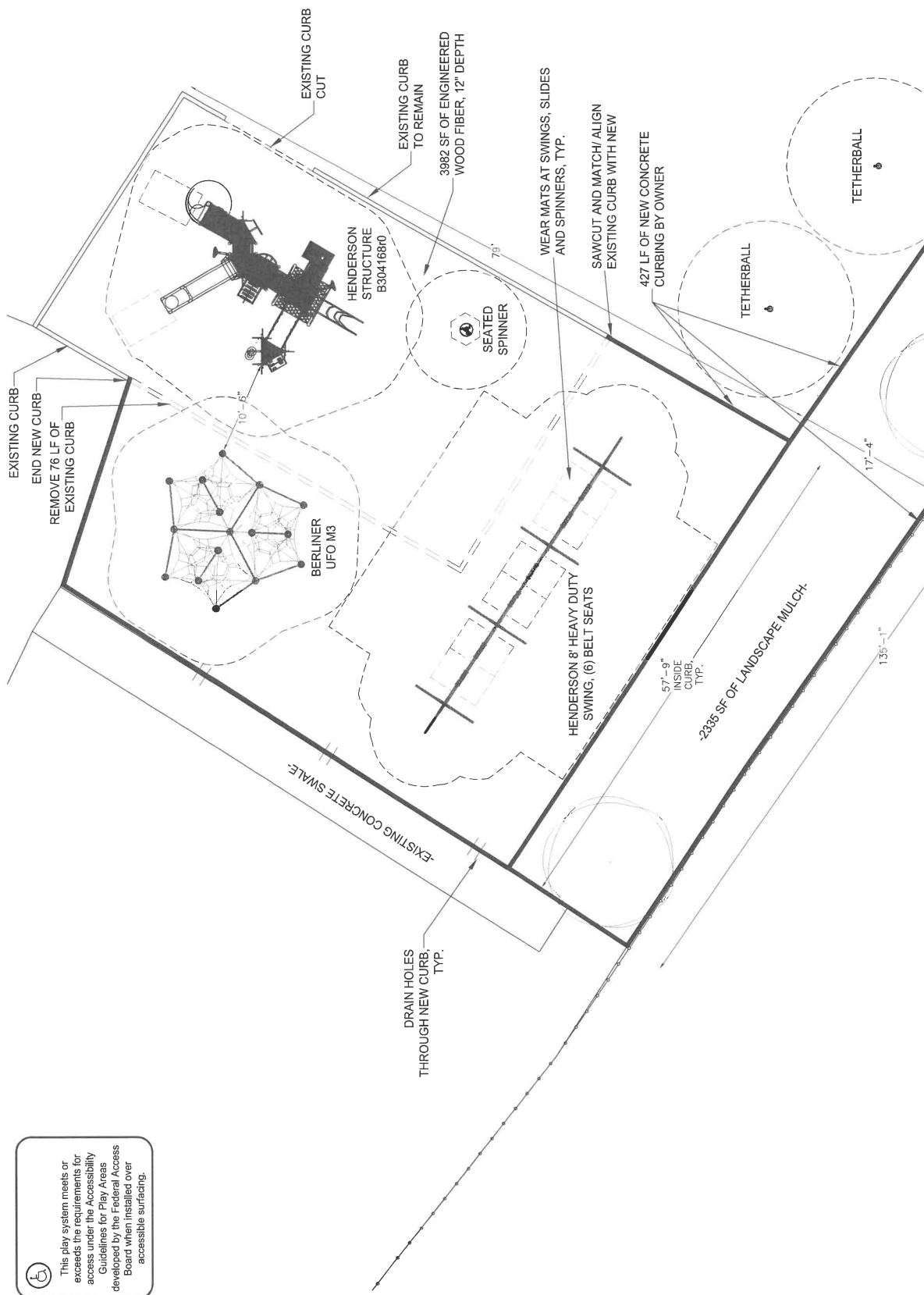
THANK YOU FOR YOUR BUSINESS!



Grades K-2 Overall Plan

 All Around Recreation <small>LLC</small>	Centennial, CO v. 720-270-5879 f. 303-798-0291	FIELD ELEMENTARY LITTLETON, CO	Job # CO-2600 Scale: NTS Date: 12/29/17	Sheet: 1 of 1 Designer: TKA Revision: 2/23/18
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 This play system meets or exceeds the requirements for access under the Accessibility Guidelines for Play Areas developed by the Federal Access Board when installed over accessible surfacing.

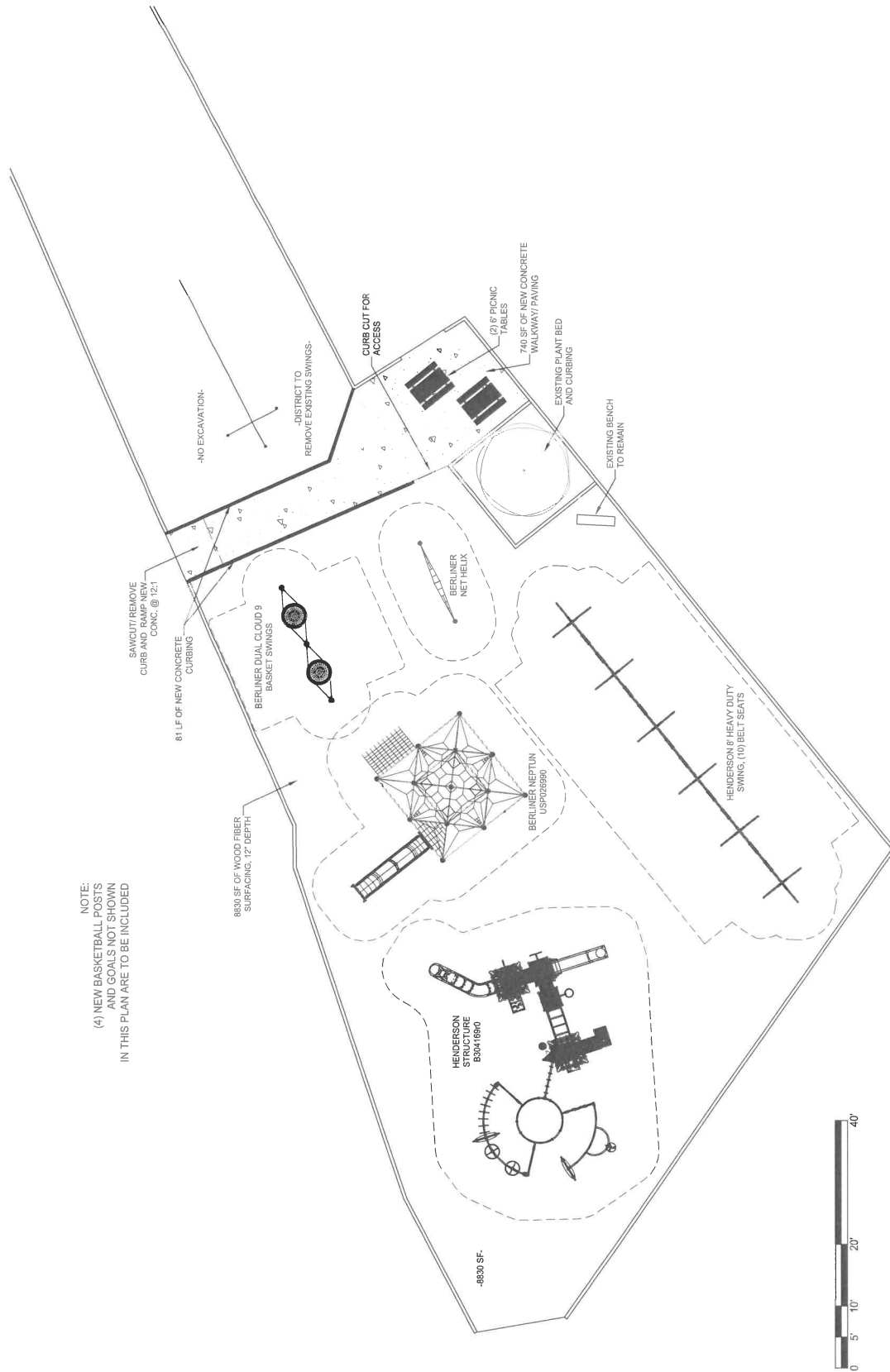


Grades K-2 Plan

All Around Recreation Centennial, CO v: 720-270-5879 f: 303-798-0291	FIELD ELEMENTARY LITTLETON, CO	Job # CO-2600 Scale: 3/32" = 1'-0" Date: 8/15/17	Sheet: 2 of 2 Designer: TKA Revision: 2/20/18
--	--	--	---

 This play system meets or exceeds the requirements for access under the Accessibility Guidelines for Play Areas developed by the Federal Access Board when installed over accessible surfacing.

NOTE:
(4) NEW BASKETBALL POSTS
AND GOALS NOT SHOWN
IN THIS PLAN ARE TO BE INCLUDED



Grades 3-5 Plan

 All Around Recreation Centennial, CO v: 720-270-5879 f: 303-798-0291	FIELD ELEMENTARY LITTLETON, CO	Job # CO-2600	Sheet: 1 of 1
		Scale: 1/16" = 1'-0"	Designer: TKA
		Date: 8/15/17	Revision: 2/23/18



Field E.S. Grades 3-5

Littleton, CO

CO-2600

2-23-18





Henderson
PLAYGROUND EQUIPMENT

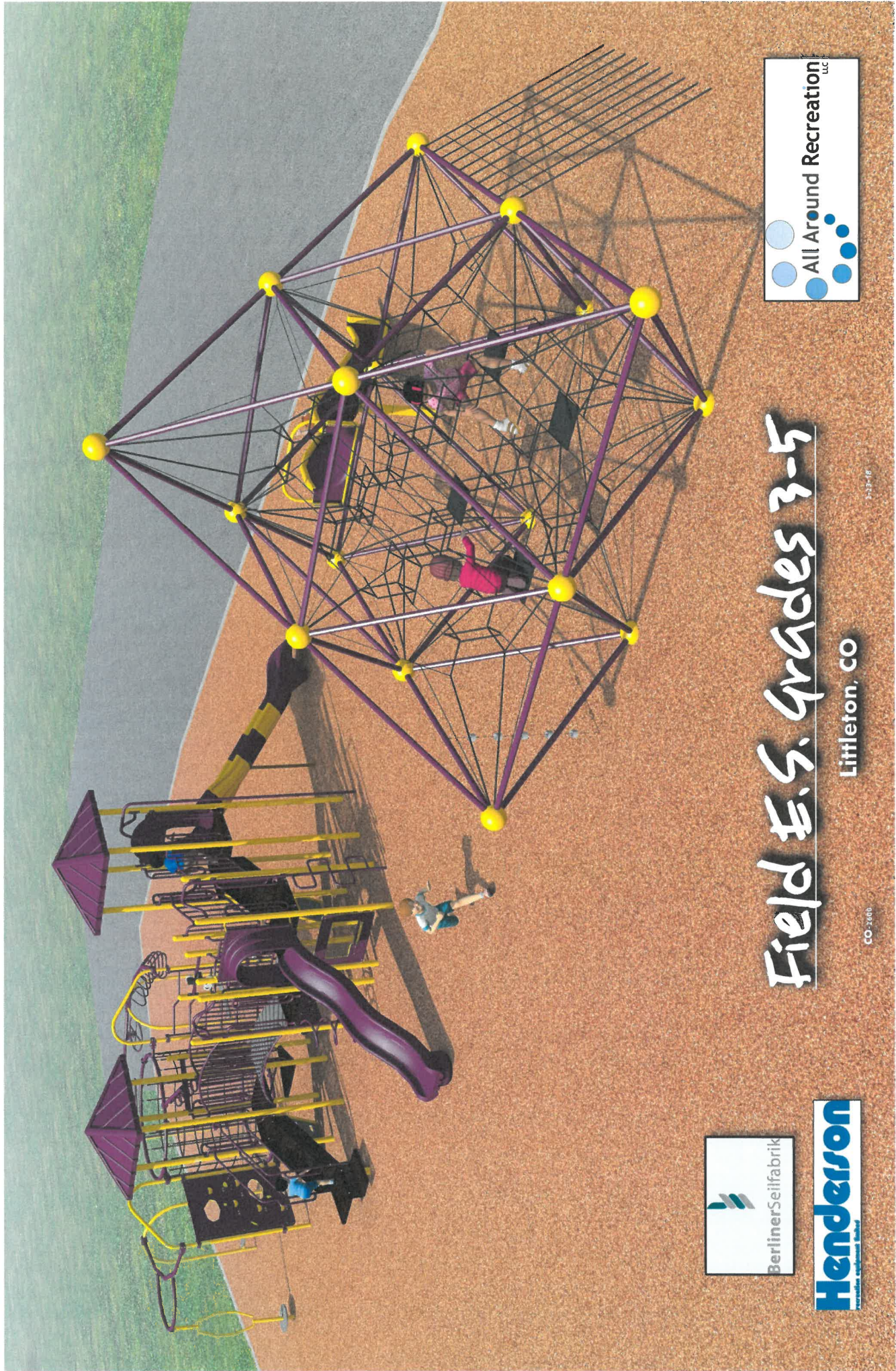
Field E.S. Grades 3-5

Littleton, CO

CO-2400

2-23-18





Field E.S. Grades 3-5

Littleton, CO

CO-3600

3-5-16



Project Timeline Form

Task	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Apr 19	May 19	June 19	Jul 19	Aug 19	September 19
Grant Notification												
IGA Execution/Project Start Date												
Order Materials												
Ground/Site Prep												
Construction												
Installation												
Grand Opening												
Final Report												

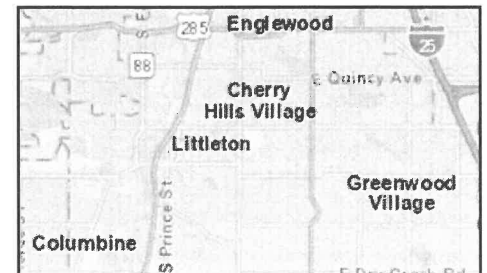
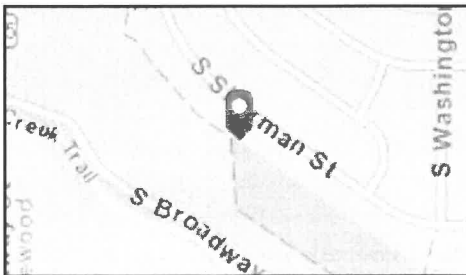
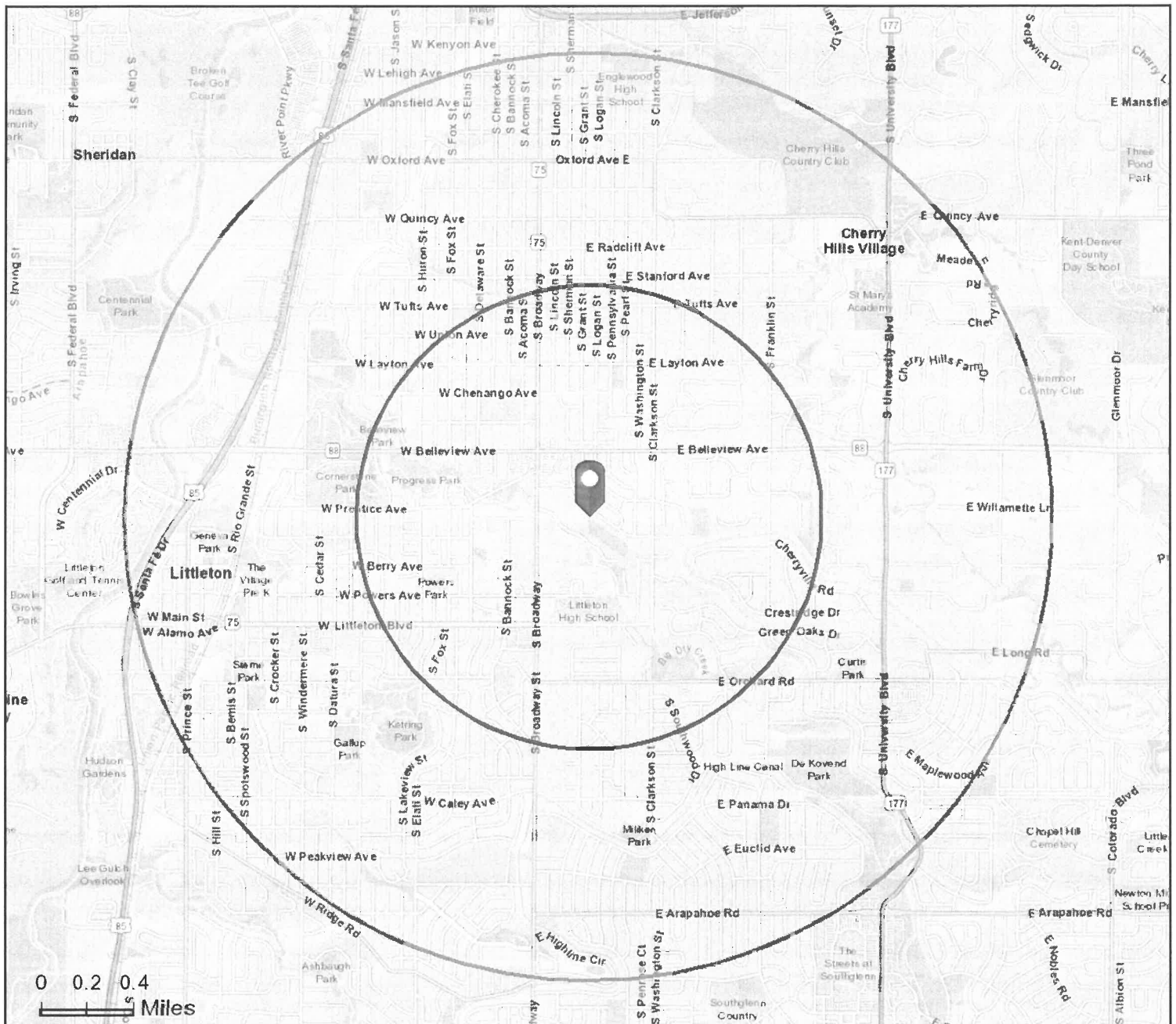
Site Map

Field Elementary
5402 S Sherman Way, Littleton, Colorado, 80121
Rings: 1, 2 mile radii

Prepared by Esri

Latitude: 39.61993

Longitude: -104.98377



February 01, 2018



Staff Communication

File #: ID# 18-110, **Version:** 1

Agenda Date: 04/03/2018

Subject:

Motion to confirm the appointment of Vincent Atencio as an associate municipal judge

Presented By: Steve Kemp, City Attorney

REQUESTED COUNCIL ACTION:

Does city council support confirming the appointment of an associate municipal judge for the Littleton Municipal Court?

BACKGROUND:

Judge Feldman was reappointed by the city council as the presiding municipal court judge on February 1, 2017. As the presiding municipal judge he will recommend the confirmation of associate municipal judges as necessary to the council. The associate municipal judges work on a part time basis as needed to assist in the court's caseload. They are paid on an hourly basis of \$90.00 per hour. Based on the current caseload of the court and the availability of other associate judges, the presiding municipal judge has recommended the appointment of Vincent Atencio as an associate municipal judge. Judge Atencio was the presiding municipal judge in Englewood and has extensive experience as a municipal judge. This appointment will allow for effective management of the Court's caseload.

PRIOR ACTIONS OR DISCUSSIONS:

None.

STAFF ANALYSIS:

On behalf of the presiding municipal judge, the city attorney recommends confirmation of this appointment

OPTIONS/ALTERNATIVES:

None.

FISCAL IMPACTS:

No additional fiscal impact is anticipated.

STAFF RECOMMENDATION:

Judge Feldman recommends the Council confirm the appointment of Vincent Atencio as an associate municipal judge

PROPOSED MOTION:

I move to confirm the appointment by the Presiding Municipal Judge of Vincent Atencio as an associate municipal judge

JUDGE VINCENT ATENCIO

EDUCATION

Undergraduate: Brown University, graduated 1972

Law School: University of Denver, graduated 1976

PROFESSIONAL EXPERIENCE

Private practice 21 years

Associate Judge, Englewood, 11 years while also in private practice

Presiding Judge, Englewood Municipal Court, 20 years until 2018



Staff Communication

File #: ID# 18-117, **Version:** 1

Agenda Date: 04/03/2018

Subject:

Confirmation of designation by the presiding municipal judge of the Lakewood Municipal Court for conflict of interest matters.

Presented By: Steve Kemp, City Attorney

REQUESTED COUNCIL ACTION:

Does city council support the designation by the presiding municipal judge to assign potential conflict of interest matters in the Littleton Municipal Court to the Lakewood Presiding Municipal Court Judge?

BACKGROUND:

Judge Feldman was reappointed by the city council as the presiding municipal court judge on February 1, 2017. Occasionally, matters arise that are a conflict of interest for Judge Feldman when a present or former public official appears in the Littleton Municipal Court. Currently, the court does not have a process to address such matters. The city attorney refers these matters to another city to handle as under the Colorado Rules of Professional Conduct; it would not be appropriate for his office to be involved.

The court has similar rules known as the Colorado Rules of Judicial Conduct. It would be inappropriate for judges appointed and confirmed by city council to handle conflict of interest matters. To address this issue, the city attorney requests city council support assigning potential conflict of interest municipal court matters to the Lakewood Presiding Municipal Judge and give him the authority to assign such a case to any associate municipal judge in the Lakewood Municipal Court.

PRIOR ACTIONS OR DISCUSSIONS:

This item was discussed at the study session on January 17, 2017 for Judge Feldman's performance review.

STAFF ANALYSIS:

There may be occasions where a case arises in the Municipal Court involving a current or former public official of the city. It is not appropriate for an official appointed by the council or confirmed by the council to handle these cases. Similarly under the Colorado Rules of Professional Conduct, a lawyer may not handle these cases. This proposed process has been reviewed by the city attorney and addresses this issue.

OPTIONS/ALTERNATIVES:

Continue to have no process to assign conflict of interest cases. Adopt proposed process and place conflict matters in another court.

FISCAL IMPACTS: No fiscal impact projected at this time.

STAFF RECOMMENDATION: With the concurrence of the presiding judge of the Littleton Municipal Court, staff recommends the designation of the Lakewood Municipal Court to handle conflict of interest matters as determined by the presiding judge of that court.

PROPOSED MOTION:

I move to confirm the designation of the Lakewood Municipal Court, through its presiding judge, to handle matters referred to that court by the Presiding Municipal Judge of the Littleton Municipal Court due to conflict of interest.



Staff Communication

File #: ID# 18-114, Version: 1

Agenda Date: 04/03/2018

Subject:

Approval of the March 20, 2018 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that the attached minutes are an accurate representation of motions made and action taken at the March 20, 2018, regular meeting of the city council. I have also reviewed the video recording for the March 20, 2018 regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording.

PROPOSED MOTION:

I move to approve the minutes for the March 20, 2018 regular meeting of the Littleton City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, March 20, 2018

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

**Council Member Fey arrived at 6:31 p.m.*

**Council Member Schlachter arrived during Public Comment*

Present: 7 - Council Member Cole, Mayor Brinkman, Mayor Pro-Tem Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey and Council Member Schlachter

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

John Watson - Thank you to the Mayor and Council Member Driscoll for setting up the Columbine Square Advisory Group. / Would like to see ordinances for greater impact fees and the abatement of nuisances. With three large projects coming up, we need more appropriate impact fees.

Kent Bagley - Thank you to council for some specific things that are being done. This new council has a full plate of things you're working on: the city Comp Plan Update, Mineral Station Area Framework (which is a guide), Belleview Corridor. Appreciate that council is reaching out to other jurisdictions and adjacent communities. The implementation of the Housing Study is critical and needs to move forward. This is a lot of work for a council that has only been seated for a little over three months. Thank you Council Member Valdes for your courageous vote a year ago to preserve urban renewal and the Belleview Corridor. Thank you for your service.

Pam Chadbourne - Agrees with Mr. Bagley. The Mineral Station Area Framework is a guide as there is not much frame or structure. Glad that there are positive statements included but feels they may have been cherry-picked from past hearings. Feels there should be equal weight with other statements as well. The Framework states that the City-Wide Plan articulates the goals of the community. I feel it does not. These are the goals of the Planning Commission and a few other people. Would like to see the South Platte River Corridor Development Design Objectives respected. These have been ignored in recently made decisions. The transportation section refers to projected growth in Douglas and Jefferson Counties as well as Denver. What has been left out is the circulator/connector bus. That has to be part of the plan along with a way to fund it.

If you wish to address the city council under Public Comment, please sign-in on the public speaker form, before the call to order for this meeting. Each speaker will be limited to three minutes. The city council is not authorized by the Colorado Open Meetings Law to discuss comment or take action at the meeting on any issue raised by public comment. The Mayor may refer the matter to staff to obtain additional information and report back to the Council as appropriate.

5. Consent Agenda Items

- a) [Resolution 18-2018](#) A resolution requesting coverage under the FPPA Defined Benefit System for police officers for the City of Littleton
approved
- b) [Resolution 19-2018](#) A resolution supporting the reauthorization by the General Assembly of the Colorado Lottery Division in 2018
approved
- c) [ID# 18-105](#) A motion to approve the cancellation of the June 19, 2018 and July 3, 2018 regular city council meetings
approved
- d) [Resolution 20-2018](#) A resolution regarding adoption of the Mineral Station Area Framework
approved
- e) [ID# 18-100](#) Approval of the March 6, 2018 regular meeting minutes
approved

Approval of the Consent Agenda

Mayor Pro Tem Valdes moved and Council Member Elrod seconded to approve the consent agenda. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Council Member Cole, Mayor Brinkman, Mayor Pro Tem Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey and Council Member Schlachter

6. General Business

7. Ordinances on Second Reading and Public Hearing

- a) [Ordinance 07-2018](#) An ordinance on second reading amending Ordinance No. 23, series of 2017, known as the Annual Appropriation Bill

Mayor Brinkman opened the public hearing at 6:50 p.m. and with no public comment, closed the meeting at 6:51 p.m.

Council Member Driscoll moved and Council Member Cole seconded to approve the ordinance on second reading amending Ordinance No. 23, series of 2017, known as the Annual Appropriation Bill. The vote is 7-0. The motion carries

unanimously.

Aye: 7 - Council Member Cole, Mayor Brinkman, Mayor Pro Tem Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey and Council Member Schlachter

- b) [Ordinance 08-2018](#) An ordinance on second reading amending the 2018 Littleton Sewer Utility Enterprise budget

Mayor Brinkman opened the public hearing at 6:51 p.m. and with no public comment, closed the meeting at 6:51 p.m.

Council Member Elrod moved and Council Member Cole seconded to approve the ordinance on second reading amending the 2018 Littleton Sewer Utility Enterprise Budget. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Council Member Cole, Mayor Brinkman, Mayor Pro Tem Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey and Council Member Schlachter

- c) [Ordinance 09-2018](#) An ordinance on second reading amending the 2018 Littleton Stormwater and Flood Management Utility Enterprise budget

Mayor Brinkman opened the public hearing at 6:52 p.m. and with no public comment, closed the meeting at 6:52 p.m.

Council Member Elrod moved and Council Member Cole seconded to approve the ordinance on second reading amending the 2018 Littleton Stormwater and Flood Management Utility Enterprise budget. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Council Member Cole, Mayor Brinkman, Mayor Pro Tem Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey and Council Member Schlachter

- d) [Ordinance 10-2018](#) An ordinance on second reading amending title 6, chapter 1 of the municipal code to provide for the safety and protection of wildlife

Mayor Brinkman opened the public hearing at 7:02 p.m.

Don Bruns - Thank you to City Attorney Kemp for the opportunity to address some of my concerns with this ordinance. Is grateful that the scope of the ordinance is limited to designated wildlife habitats and that state wildlife nuisances will be handled by Colorado Parks and Wildlife. (see handout included in packet for details)

Pam Chadbourne - Is sorry this ordinance was watered down and weakened. The city needs stronger influence in enforcement in things like this because it prevents potential human conflict as well as degradation of wildlife. I live near the river and have seen a decline in wildlife because of the development upstream.

Mayor Brinkman closed the public hearing at 7:09 p.m.

Council Member Schlachter moved and Council Member Driscoll seconded to approve the ordinance on second reading amending title 6, chapter 1 of the municipal code to provide for the safety and protection of wildlife, as amended.

Council Member Cole moved and Council Member Driscoll seconded to amend the main motion to change the definition of Hazing: "a method that employs

immediate use of deterrents to move an animal out of an area or discourage an undesirable behavior or activity. Hazing techniques included , but not limited to loud noises, spraying water, bright lights, throwing non edible objects, shouting. Hazing can help maintain a coyote's fear of humans and deter them from neighborhood spaces such as backyards and play spaces. Hazing does not do damage to animals, humans or property." The motion carried unanimously, 7-0.

Council Member Elrod moved and Council Member Schlachter seconded to remove the specification of the word "coyote's" and change it to "wildlife". The vote is 7-0. The motion carries unanimously.

Council Member Schlachter moved and Council Member Elrod seconded to amend the main motion to include "hazing techniques include but are not limited to...". The vote is 7-0. The motion carries unanimously.

The vote on the main motion is 6-1, with Council Member Fey voting no. The motion carries.

Aye: 6 - Council Member Cole, Mayor Brinkman, Mayor Pro Tem Valdes, Council Member Driscoll, Council Member Elrod and Council Member Schlachter

Nay: 1 - Council Member Fey

8. Comments / Reports

a) City Manager

No report

City Attorney

No report

b) Council Members

Council Member Cole - No report

Council Member Driscoll - Attended LIFT Meeting / Reminder that on April 12, the Littleton Business Chamber will have a member meeting at the Little Town Building

Mayor Pro Tem Valdes - No report

Council Member Schlachter - Attended Youth Leadership Jefferson County Program, sat on the panel of city council members from different municipalities. Would like to do something similar in Littleton.

Council Member Fey - District III quarterly district meeting April 21 at 9:30 a.m. at the museum.

Council Member Elrod - Attended the DC Fly-In hosted by the South Metro Chamber of Commerce. Contingent from Colorado were council members or mayors from Lone Tree, Centennial and Littleton; members from RTD. Chamber of Commerce or Economic Development groups from Parker, Douglas County and South Metro; business leaders Lockheed, and the law, insurance, health care, and higher education industries. Great diverse group with a focus of bringing the agenda of the

South Metro region.

c) Mayor

Thank you to Council Member Elrod for taking the trip to DC. It's crucial to have Littleton represented, especially when we are looking at incredibly challenging and expensive infrastructure projects.

9. Adjournment

Mayor Brinkman adjourned the March 20, 2018 regular city council meeting at 7:32 p.m.

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: ID# 18-122, **Version:** 1

Agenda Date: 04/03/2018

Subject:

Motion to appoint Channing O'Dell to the board of directors of the Highline Business Improvement District

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does council support the appointment of Channing O'Dell to the Highline Business Improvement District Board of Directors?

STAFF ANALYSIS:

Colorado statute and the district's operating plan require that city council appoint the members of the board of directors for the district. The district has submitted a request for the appointment of Channing O'Dell to fill the recent vacancy.

As noted on the attached Designation of Elector form Mr. O'Dell was designated by MIE Business Center at the Ridge at South p0ark Maintenance Association, an owner of taxable property in the district. Mr. O'Dell is a registered voter in Colorado, and as such, is qualified to be appointed as a board member to the Highline Business Improvement District.

FISCAL IMPACTS:

None.

STAFF RECOMMENDATION:

Staff recommends the appointment of Mr. O'Dell

PROPOSED MOTION:

Motion to appoint Channing O'Dell to the board of directors of the Highline Business Improvement District

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

March 14, 2018

Wendy Heffner, City Clerk
City of Littleton
2255 W. Berry Ave.
Littleton, CO 80165

Re: Appointment of Highline Business Improvement District Board Member

The Board of Directors of the Highline Business Improvement District would like to recommend to the City of Littleton Mr. Channing O'Dell for appointment to the Board of Directors of the District.

Mr. O'Dell has been designated by MIE Business Center at the Ridge at Southpark Maintenance Association, replacing Mr. Steve Rasmussen who has resigned (Designation of Elector attached). Verification that Mr. O'Dell is a registered voter in the State of Colorado has also been conducted. Having both credentials, Mr. O'Dell is qualified to serve on the Highline Business Improvement District.

Please be so kind as to address Mr. O'Dell's appointment at the next City Council meeting and advise me when action is taken.

If you have any questions or comments, please do not hesitate to call me.

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

A handwritten signature in black ink, reading "Lisa A. Jacoby". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Lisa A. Jacoby
District Manager

cc: Rick Kron, Spencer Fane LLP

DESIGNATION OF ELECTOR

HIGHLINE BUSINESS IMPROVEMENT DISTRICT CITY OF LITTLETON, ARAPAHOE COUNTY, COLORADO

To the Secretary of the District:

1. Channing O'Dell, the designated elector, who is a natural person who is a citizen of the United States and a resident of the State of Colorado, and who is eighteen years of age or older, and registered to vote in general elections in Colorado, is hereby designated by the entity identified below, as an owner or lessee of taxable real or personal commercial property in the District, which is not a natural person, to vote for such owner or lessee as an "elector" of the District. This designation supersedes and replaces any prior designation (in any) by the entity identified below.

2. MIE Business Center at the Ridge at Southpark Maintenance Association
Designating Entity

3. BY: [Signature]
Authorized Signature
Michael D. McCrory
Printed Name

4. ITS: President
Title

ADDRESS OF AT LEAST ONE TAXABLE REAL OR PERSONAL PROPERTY IN THE DISTRICT OWNED OR LEASED BY THE ENTITY.

5. ✓ PO Box 4318
Englewood, CO 80155-4318

6. ✓ Designating Entity is: Owner ☒
(check one) Lessee ☐

7. ✓ DESIGNATION IS EFFECTIVE AS OF THIS DATE: MARCH 5, 2018

8	The address to be used for mailing a ballot to the designated elector is:	15912 Parkside Dr., Parker, CO, 80134-3741
9	The residence address in Colorado where the designated elector is registered to vote is:	15912 Parkside Dr., Parker, CO, 80134-3741

1 0	The designated elector's year of birth is:	1959
1 1	The designated elector's daytime telephone number is (optional):	
1 2	The designated elector's email address is (optional):	

This designation is filed with the Secretary of the District or the Designated Election Officials (see below). Only one such person may be designated by an owner or lessee regardless of the number of properties or lots owned by such owner or lessee. No elector shall be allowed to cast more than one vote even if the person is designated by more than one entity or even if the person is eligible as an individual and also as a designee. See Section 31-25-1203(4)(a)(IV), C.R.S.