I. REGULAR BOARD MEETING – 6:00 P.M. – Board Room

A. MEETING CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PUBLIC COMMENT

Public Conduct at Meetings. Comments by members of the public shall be made only during the “Public Comment” portion of the meeting or a specified “Public Hearing,” and shall be limited to three minutes per individual and five minutes per group spokesperson unless additional opportunity is given at the Board’s discretion. Each member of the public wishing to speak shall identify themselves by name, address, and agenda item, if any, to be addressed. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are prohibited. Such conduct may result in removal of person(s) responsible for such behavior from the meeting, a request for assistance from law enforcement, and criminal charges filed against such person(s).

E. INTRODUCTION

1. SMFR’s Medical Director Dr. Jonathan Apfelbaum - Curtis

F. PRESENTATION

1. CFSI Excellence in Fire Service-Based EMS Award - Curtis

G. CONSENT AGENDA

Consent Agenda items are provided for study in the Board packets and introduced in the General Session for the Board’s review. They can be adopted by a single motion. All resolutions and proposed actions must be read by title prior to a vote on the motion. Any Consent Agenda items may be removed at the request of a Director and heard separately or tabled.

1. February 7, 2022 South Metro Fire Rescue Fire Protection District Regular Board Meeting Minutes

2. February 28, 2022 South Metro Fire Rescue Fire Protection District Special Board Meeting Minutes

H. ACTION ITEMS

1. Public Hearing: Order by Board of Directors of the South Metro Fire Rescue Fire Protection District for Exclusion of Real Property – Matthew and Allison Eckblad – Dell’Orfano

2. SMFR Resolution No. 2022-04 – Adopting the Colorado Statewide Investment Pool - Miskimins

I. DISCUSSION ITEMS
   1. Year End Response Statistics - McAndrews

J. INFORMATION ITEMS

K. EXECUTIVE SESSION (upon motion)

L. NEXT MEETING(S)
   Special Board of Directors’ Meeting to be held on March 21, 2022, 6:00 p.m. at Station 21, 2250 S. Emporia Street, Denver, CO.

M. ADJOURNMENT
MEETING CALL TO ORDER
Chair Albee called the Regular Meeting of the South Metro Fire Rescue Fire Protection District to order at 6:00 p.m. and welcomed everyone to the meeting.

PLEDGE OF ALLEGIANCE
Chair Albee led the Pledge of Allegiance to the United States of America.

ROLL CALL
All of the members of the Board were present in person.

PUBLIC COMMENT
N/A

PRESENTATION
Station 20 Plaque Presentation – OZ Architecture – Chief Milan introduced Civic Practice Area Leaders Joe Levi, Eric Becker and Kevin Schaefer from OZ Architecture, who were all involved in the creation of the station. Mr. Levi, Becker and Schaefer each provided a short professional bio.

Mr. Becker stated that OZ Architecture has been working with SMFR on station design for over 10 years. Mr. Levi thanked the organization for allowing them to be a part of the creation process and stated they are all very proud of the end product.

Mr. Schaefer displayed the plaque for SMFR that recognizes the team for winning the Station Design Award’s Bronze Career 2 noting that the committee liked the clean lines of the interior, natural lighting in the sleep rooms and appreciated the focus on the mental health of firefighters with an exterior design that appeared to fit well in the natural surroundings.

Director Eng stated that the beginning process for each of these stations is how much does it cost and then look at how to reduce the cost, but if we are looking at the well-being and health of the people who have to live in those stations, there were a lot of things that Oz proposed to make positive changes, although more expensive, but there is a cost to what we do much of which was pioneered by Chief Jackson and thanked Oz for leading the organization to create nationally recognized stations.
CONSENT AGENDA
January 10, 2022 South Metro Fire Rescue Fire Protection District Regular Board Meeting Minutes
January 24, 2022 South Metro Fire Rescue Fire Protection District Special Board Meeting Minutes

A motion was made by Sue Roche and seconded by Hank Eng to approve the consent agenda as presented. All were in favor and the motion carried.

ACTION ITEMS
December 2021 Financial Statements – CFO Miskimins reviewed the financial statements, highlighting:
1. Fund balance decreased by $12 million compared to the prior month bringing the fund balance to a total of $61.3 million.
2. Through December, the District has collected $114.6 million in property and $9.4 million in specific ownership tax revenue, which reflects 99.50% collection vs. 99.26% at this time last year for property taxes, and 108.84% vs. 91.87% for specific ownership taxes. A total of $778,563 of property taxes have been diverted to TIF in 2021. Due to abatements and current year taxes adjustments, the District has reported negative property taxes in December.
3. As of December 31st, the District has expended $138.6 million in the General Fund related to operations or 99.64% of the annual budget not including Capital Project transfers.
4. The large increase in prepaids is related to purchase of annual renewals and will lower over the course of the year.
5. Through December, the District has expended $4.5 million or 69.54% of our total budgeted expenditures in the Capital Fund.
6. Through December, salaries are $860K under budget while benefits are $504K over budget and project/meeting overtime is $558K under budget. Salaries ended the year under budget due to hirer attrition than planned. Minimum staffing has continued to trend upward to cover for the higher attrition rate.

At Director Shriver’s request, CFO Miskimins reminded that virtually no property taxes are collected in December and that is why there were no diverted TIF funds to report.

CFO Miskimins presented a 2021 Ambulance Revenues Review, highlighting the cumulative number of transports, gross revenues, net revenues; gross revenue relative to the number of transports by month; net sales relative to budget by month; cumulative ambulance bad debt, collection fees; and average gross revenues per call, average net revenues per call.

At Director Rausch request, CFO Miskimins stated that Staff backs the bad debt into the total ambulance revenue budget number and can look at ways to provide better representation of the budgeted and net revenue.

A motion was made by Bill Shriver and seconded by Hank Eng to accept the December 2021 Financial Statements as presented. All were in favor and the motion carried.

SMFR Resolution No. 2022-03 Adopting the 2021 International Fire Code – Chief Valdez stated that as presented in last months’ Board meeting, it is time for the District to adopt the latest edition of the International Fire Code in order to be aligned with the applicable city and county codes. A resolution adopting the 2021 International Fire Code was presented as amended, with amendments within the document for the Board’s consideration and are consistent with our other municipal 2021 fire code amendments. This adoption is anticipated to be enforceable within the District’s portions of Unincorporated Arapahoe County and the Town of Parker, after each entity respectively adopts a resolution recognizing the District’s adoption.

A motion was made by Alison Roche and seconded by Sue Roche to approve SMFR Resolution No. 2022-03 A resolution adopting the 2021 Edition of the International Fire Code, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices,
and from conditions hazardous to life or property in the occupancy of buildings and premises in the South Metro Fire
Rescue Fire Protection District; providing for the issuance of permits and collection of fees therefor as presented. All were
in favor and the motion carried.

Joint Services Facility Remodel – Chief Milan reminded that in early 2021, SMFR engaged Kieding Architects to complete
design development documents for remodel of the Joint Services Facility (JSF) bathrooms, locker rooms, showers, and
fleet offices. Design-Build proposals were solicited from three prequalified contractors. A&P Construction was the
successful/lowest cost proposal with a Rough Order of Magnitude (ROM) for the project ranging from a low of $532K to a
high of $689K. The construction documents (CDs) were completed in late 2021 and work began. The bathrooms are now
complete; the cost for the bathrooms is approximately $128K, and expenses for completion of the CDs was approximately
$14K. The project is now moving to the locker room, and the ‘High ROM’ estimate on this portion of the work is
approximately $490K. With the lease of a Logistics Warehouse an additional area of the remodel is contemplated. This
project would transform the existing warehouse into a gymnasium, treatment, and break areas to support recruit training.
Staff has asked the contractor to provide cost estimates for design build of this space was received. There will be a cost
sharing by the DCSD for the bath and locker room projects based on our ownership percentages outlined in the JSF MOU.
Final SMFR costs estimates for this additional project were two to three times what was originally discussed. So, Staff is
requesting authorization for completion of the current project, not to exceed $1 million as budgeted, authorization for
the Fire Chief or Designee to authorize additional scope; and consider additional scope/new contract for warehouse to
wellness conversion at a future date.

A motion was made by Renee Anderson and seconded by Renee Hathaway to approve the current Joint Services Facility
Remodel project as presented on February 7, 2022, not to exceed $1 million; authorizing the Fire Chief or his/her designee
to sign any purchase orders or contracts related to the project; and consider additional scope or new contract for the
Warehouse to Wellness conversion at a future date. All were in favor and the motion carried.

DISCUSSION ITEMS

N/A

INFORMATION ITEMS

Correspondence items in the Board’s packet are summarized below as well as other information items that were
communicated:

- Chief Baker noted there was a fire in Baltimore and three line of duty deaths, fighting in a row home and
  building collapsed, we sent a team of Honor Guard/Pipes & Drums to help and participate in the recognition and
  the ceremony.
- Chief Baker informed that he received a request for assistance from a fellow Metro Chief, Richard Liebmann,
  who is putting together a business case for rebuilding a public information office for the Montreal Fire
  Department. Chief Liebmann stated that he has seen SMFR’s social media presence and the dynamic of our PIOs
  and he finds SMFR “absolutely inspiring and a model for how a fire service should keep both its members and
  the public informed”. Chief Baker added that there is certainly a sense of pride in the recognition & since she is
  the one responsible for such a great team, Chief Communications Officer Eckmann will be in contact with Chief
  Liebmann to discuss how our structure was developed into the team that it has become today.
- Chair Albee noted at the last meeting when Dr. Riccio was recognized for his 30+ years of service, 20 of which
  were with the District, in the three years that he has served on the Authority and now District Board that is the
  first time that he had seen him. Adding that the Board takes it as reasonable reliance that Dr. Riccio and other
  employees work in the best interest of the District. Director Eng added that there are a lot of people that we
  rely on to contribute to the well working of the district & the need for the Board to take opportunities to thank
  them. Chief Adams explained the advantages of an in-house physician advisor & Chief Kirschke interjected a
  perspective on the respectful humility of Dr. Riccio. Chief Baker noted that the department has grown to the
  point that Dr. Ricco went from a resource for EMS Chief and Bureau to where for a department of this size the
  position would report to the Fire Chief in order to provide an objective unfiltered perspective. He has talked to
Dr. Apfelbaum about this change and that at least once a year he is in front of the board and a resource to the Board as well. The Board suggested periodic recognition of current and past staff members.

- Director Anderson reported that she attended the Drowning Prevention Efforts presentation last Friday conducted by Risk Reduction Specialist Jensen. In partnership with the Rotary Club of Highlands Ranch, HD Signs & SMFR Safety Foundation, signage was created stressing the importance of life jackets that were posted at Chatfield and Cherry Creek State Parks. Another session is scheduled for February 10th at Station 31 and recommended Board representation at that session.
- A copy of the Dispatch Dashboard for January was included in the Board packet.
- A copy of the Declaration of Dissolution for the Cunningham Fire Protection District was included in the Board packet. Additional actions will be necessary for completion of this process.
- *Mitigating the Threat of Terrorist-Initiated Arson Attacks on Wildland-Urban Interface Areas* article from the First Responder’s Toolbox of the NCTC was included in the packet.
- Email received from Lieutenant Jacoway reporting that SMFR was the number one in the State of Colorado, second in the western region and seventh in the nation overall for collecting $108,691 for MDA. The note also included a thank you to Chief Baker’s wife Denise for her amazing work on the SMFR quilt, which definitely had an impact on the amount SMFR raised.
- A kudo letter from EFI Global Inc. Senior Fire Investigator Mulder to Fire Investigator Titzler for an excellent report and job well done regarding an incident at 8000 E. Prentice.
- A thank you note was received from Afton Jerroto, a Coal Creek Elementary student, to the Firefighters for their service and for stopping the fires in Louisville and Boulder.

**EXECUTIVE SESSION (UPON MOTION)**
A motion was made by Jim Albee and seconded by Bill Shriver at 7:16 p.m. to move to executive session pursuant to Section 24-6-402(f), C.R.S., for the purposes of receiving legal advice regarding personnel matters related to the Fire Chief’s Performance Evaluation.

The regular meeting reconvened at 8:47 p.m. with no action taken.

**NEXT MEETING**
The next Special South Metro Fire Rescue District Board of Directors’ meeting will take place on February 28, 2022, at 6:00 p.m. at Station 13, 6260 W. Coal Mine Avenue, Littleton, CO.

**ADJOURNMENT**
The meeting was adjourned by Chair Albee at 8:49 pm.

Attested by: ___________________________ Date: ___________________________
I. DISCUSSION ITEMS
   1. Year End Response Statistics - McAndrews

J. INFORMATION ITEMS

K. EXECUTIVE SESSION (upon motion)

L. NEXT MEETING(S)
   Special Board of Directors’ Meeting to be held on March 21, 2022, 6:00 p.m. at Station 21, 2250 S. Emporia Street, Denver, CO.

M. ADJOURNMENT
South Metro Fire Rescue Fire Protection District  
Special Board of Directors’ Meeting Minutes  
February 28, 2022

Present:

Jim Albee, Chair  
Renee Anderson, Vice Chair  
William Shriver, Treasurer  
Hank Eng, Secretary (excused absence)  
Cindy Hathaway  
Alison Rausch (excused absence)  
Sue Roche

Bob Baker, Fire Chief  
Mike Dell’Orfano, Assistant Chief  
Tobias Kirschke, Assistant Chief  
Kevin Milan, Assistant Chief (absent)  
Jon Adams, Assistant Chief  
Kristin Eckman, Chief Communications Officer  
Camie Chapman, Human Resources Director (absent)  
Dillon Miskimins, Chief Financial Officer  
Bob Cole, Legal Counsel

Others Present:  SMFR Staff

MEETING CALLED TO ORDER
Chair Albee called the special meeting of the South Metro Fire Rescue Fire Protection District to order at 6:08 p.m. at Station 13, 6290 W. Coal Mine Avenue, Littleton, CO and welcomed everyone to the meeting.

PLEDGE OF ALLEGIANCE
Chair Albee led the Pledge of Allegiance to the United States of America.

ROLL CALL
Directors Eng and Rausch’s absences were excused. All other Board Members were present in person.

PRESENTATION
Wildfire Messaging – CRRS Einar Jensen reminded the Board that the Community Risk Reduction Bureau determined the four main risks targeting our district are home fires, aging and the older adults already aged 65 and older, motor vehicle crashes and wildfires. The Marshall Fire changed the priorities to wildfire risks and Staff has spent most of this year partnering with more counties, cities, towns, metro districts, and HOAs than ever before. A document created by the Staff for guidance with entities that have open space was distributed & noted Staff is always willing to provide their expertise through meetings, review of mitigation plans for these entities as the group has done for businesses. CRRS Jensen provided a list of some of their other accomplishments.

At Director Anderson’s request, CRRS Jensen informed that Staff has worked with Highlands Ranch Community Association Director Mark Giebel in the past and he will reach out to see how they can work together on mitigation efforts.

Chief Dell’Orfano added that various agencies in Douglas County have also been working together on mitigation.

At Chair Albee’s request, CRS Jensen stated that usually within 8-10 weeks of disasters the attention shifts back to what is now the new normal & we are already seeing it pivot back to focus on Staff’s four major priorities & injury prevention.

At Chief Baker’s request, CRRS Jensen confirmed that the education program includes the CodeRed and reverse 911 programs.
The Board thanked CRRS Jensen for the informative presentation.

PFM Investments – PFM Managing Director Chris Blackwood presented the District’s Investment Performance Review for the fourth quarter of 2021. Blackwood reminded that PFM has been the investment advisor for six-seven years now and provided a market update as well as an account summary and portfolio review.

**ACTION ITEMS**

N/A

**DISCUSSION ITEMS**

Local Government Investment Pool – PFM Managing Director Chris Blackwood provided a short presentation on the program, which is a local government investment pool and recommended switching its participation from COLOTRUST to Colorado Statewide Investment Program (CSIP). A local government investment pool is similar to a money market mutual fund, where local governments across Colorado pool funds to invest in securities allowed under state statutes in order to take advantage of short-term investments and maximize net interest earnings. CSIP offers a Term Portfolio, that COLOTRUST does not, which will allow the district to invest excess liquidity in shares of fixed-rate, fixed-term investments from 60 days to one year, maximizing the District’s net interest. A sample resolution was included in the packet for the Board to consider adopting at a future meeting. Staff recommends the Board approve the resolution to participate in the Colorado Statewide Investment Program.

At Director Anderson’s request, Managing Director Blackwood confirmed this would be the same investment pool and strategies as he worked on with the Highlands Ranch Metro District. Director Anderson added that the Highlands Ranch Metro District has been very happy with CSIP.

At Director Shriver’s request, CFO Miskimins reported that District begins receiving tax revenue on March 10th and joining CSIP only requests a resolution approved by the governing body of the district.

CFO Miskimins will run the resolution draft through Cole’s office and may present it at the March 7th meeting for approval.

Reserve Policy – CFO Miskimins introduced the topic of updating the District’s reserve balance policy to codify a reserve balance. Staff has been unable to locate a formal policy but believes the reason we currently reserve 25% (22% for operational expenses and 3% for TABOR) is to ensure that we have sufficient funds to cover operating expenditures and everything else during the first quarter of the year. GFOA recommends a minimum of two months of operating expenditures amongst other best practices, which were reviewed. CFO Miskimins recommends using a net cash outflow, taking into account revenues that are received and separating the operations & other expenses (TABOR).

Director Anderson recommended the policy include information on how we came up with the percentage, how we analyze net cash outflow, and that the percentage can be reset in the future, it is not set in stone & stated she believes that recent boards decided 20% and in 2021 increased it to 25%

CFO Miskimins provided two potential options – keep reserves as is – 22% Operating Reserve and 3% TABOR = 25% or reduce Operating Reserve to 20% and TABOR remains at 3% = 23%.

Chair Albee stated that if the Board is not comfortable with the bottom number being zero, then we are not comfortable with the 20%, if we are budgeting correctly, both should be zero on March 9th. Chair Albee suggested any funds left over be moved to the Capital Projects Fund, something along those lines, or rotate which account receives the funds.

At Chair Albee’s request, CFO Miskimins stated that he likes option 2 because it has more methodology to it.
The Board agreed with the recommendation for option 2 and directed Staff to draft a policy for presentation & more discussion at a future meeting.

INFORMATION ITEMS

- Chief Baker reminded that he was on vacation last week and Kristin filled in as Fire Chief and everything went smoothly.
- Chief Baker stated he just received a text from Lieutenant Searcy’s wife, Jill, who informed that he was having some seizures but they believe it is from coming off of benzodiazepine & according to Lieutenant Richter and Engineer Federico, who have been serving as liaisons to the family, he is at home and recovering “miraculously”.
- Chief Baker informed that he will be in Utah March 9-11 helping the Board for the United Fire Authority select their next fire chief. He looks forward to seeing their process as they are very similar to our department.
- Chief Adams read a thank you letter received from a homeowner in Louisville to Brush 33, expressing appreciation for the crews’ efforts in saving their home and leaving a note explaining why they broke down the front door.
- Director Anderson reminded that March 12th is the one year anniversary of the opening of Station 20 & that she is excited to see how the new station has impacted the response system.
- Chief Baker stated that there is some information in the packet about the ultrasound program & training. Chief Curtis will be providing more information at the March 7th meeting.
- A letter of recognition was received for Fire Investigator Don Titzler from the Bennett-Watkins Fire Rescue for the outstanding assistance and professionalism provided on January 28th on a complex investigation of a fatality fire involving a commercial carrier.
- A thank you letter was received for the Station 34 C Shift crew who responded to a patient who ultimately had a subarachnoid head bleed and with their assessment and response, the patient was able to walk out of the hospital with no significant deficits.
- A thank you letter was received from Rocky Vista University thanking Chiefs Baker, Curtis and Mayhew for their collaborative efforts in research that was validated for others to learn from and improve their emergency service across the nation and possibly throughout the world.
- A thank you letter was received from Arvada Fire expressing appreciation for CFO Miskimins participation in their hiring process for a finance director position.
- A thank you letter was received from the Littleton Police Department in appreciation of Emergency Manager Jackie Erwin & RRS Einar Jensen and Selina Silva to help with a presentation and providing valuable information for their community on preparation and mitigation strategies.

STATION TOUR
Captain Jason Schierkolk and the crew provided the Board a tour of the station.

EXECUTIVE SESSION (UPON MOTION)
N/A

NEXT MEETING
The next Regular Board of Directors’ meeting to be held on March 7, 2022, 6:00 p.m. at 9195 East Mineral Avenue, Centennial, CO

ADJOURNMENT
Chair Albee adjourned the meeting at 7:52 p.m.

Attested by: ___________________________ Date: ___________________________
SOUTH METRO FIRE RESCUE
BOARD AGENDA

MEETING DATE: 3/7/2022

AGENDA ITEM TYPE: ACTION ITEM

SUBJECT: PUBLIC HEARING ORDER BY BOARD OF DIRECTORS OF THE SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT FOR THE EXCLUSION OF REAL PROPERTY (MATTHEW AND ALLISON ECKBLAD)

BACKGROUND: This parcel is one of 13 homes in the City of Aurora that are requesting to exclude from the District. The general area, east of E470 and south of Smoky Hill Rd., used to be in the Parker Fire Protection District boundaries and much of it has since been annexed into the City of Aurora. SMFR has been excluding parcels from our District over the past several years, as we discover parcels that were missing during annexation. The Matthew and Allison Eckblad property is located at 24222 E. Canyon Place, Aurora, CO 80016 and includes a single-family home. The property owners have submitted the attached Petition for Exclusion and the associated costs are being waived in accordance with policy. This property is capable of being served by the Aurora Fire Department although SMFR will continue assisting through auto aid agreements.

RECOMMENDATION: Staff recommends approval of the order

SUBMITTED BY: Mike Dell’Orfano
APPROVED BY: Bob Baker
ORDER BY BOARD OF DIRECTORS OF THE
SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT
FOR EXCLUSION OF REAL PROPERTY
(MATTHEW AND ALLISON ECKBLAD)

WHEREAS, there was filed with the Board of Directors of the South Metro Fire Rescue Fire Protection District (the "District") a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of Matthew Eckblad and Allison Eckblad, one hundred percent (100%) of the fee owners of the real property described in the Petition, requesting that the Board of Directors exclude such property within the District; and

WHEREAS, such Petition was heard at a public meeting of the Board of Directors of the District on March 7, 2022, at the hour of 6:00 p.m. at 9195 E. Mineral Avenue, Centennial, Colorado, after publication of notice of the filing of such Petition, the place, time and date of such meeting, the name and address of the Petitioner, and a general description of the property to be excluded, in the Douglas County News-Press, Littleton Independent and Golden Transcript on March 3, 2022, copies of which proofs of publication are attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, no written objection to the exclusion was filed by any person; and

WHEREAS, the Board of Directors, having reviewed such Petition and all relevant information related thereto, hereby determines that:

A. The exclusion of such property will be in the best interests of all of the following: (i) the property itself; (ii) the District; and (iii) the counties in which the District is located;

B. The relative costs and benefits to such property justify exclusion from the District’s services;

C. The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District’s boundaries will not be adversely affected;

D. The District will be able to provide services at a reasonable cost, but the costs that would be imposed by other entities in the surrounding area to provide similar services are also reasonable;

E. There will be no effect from either granting or denying the Petition on employment and other economic conditions in the District and surrounding area;
F. There will be no economic impact on the region, District, surrounding area, or State as a whole if the Petition is granted or denied;

G. There are economically feasible alternative services available from other entities in the surrounding area; and

H. The additional cost to be levied on other property within the District as a consequence of the exclusion is nominal.

WHEREAS, it is deemed to be in the best interest of the District and the Petitioner that such property be excluded from the District.

IT IS THEREFORE ORDERED that such Petition be granted as to the real property described herein, and that the boundaries of the District shall be altered by the exclusion of the real property described herein; and that the District Court of Douglas County, Colorado, in which Court an Order was entered establishing this District, be requested to enter an Order that such real property be excluded from the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of the South Metro Fire Rescue Fire Protection District, duly called and held on March 7, 2021, at the hour of 6:00 p.m., and that the undersigned is the duly acting and authorized Chairman of the District.

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

By: __________________________

James Albee, Chairman

ATTEST:

______________________________

Hank Eng, Secretary
EXHIBIT A TO BOARD ORDER OF EXCLUSION

(Petition for Exclusion)
PETITION FOR EXCLUSION OF LAND

IN THE MATTER OF SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of one hundred percent (100%) of the real property hereinafter described ("Property"), hereby prays that such Property be excluded from the South Metro Fire Rescue Fire Protection District, as provided by law, and for cause, states that:

1. Assent to the exclusion of such Property from the District is hereby given by the undersigned, who is the fee owner of such Property.

2. Petitioner understands that there shall be no withdrawal from this Petition after publication of notice by the Board, without the consent of the Board.

3. The exclusion of such Property from the District shall be subject to any statutory condition of exclusion, as well as all terms and conditions established by the Board and accepted by Petitioner.

4. This Petition is accompanied by a deposit of $\text{N/A}$, to be applied toward all costs of the exclusion proceedings, as required by statute.

5. The Property is accurately described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

6. It is in the best interests of the Property that the Property be excluded from the District.

7. It is in the best interests of the District that the Property be excluded from the District.

8. It is in the best interests of the county or counties within which the District is located that the Property be excluded from the District.

9. The relative costs and benefits to the Property justify the exclusion.

10. The District will still be able to provide economical and sufficient service to all of the properties within the District's boundaries following exclusion of the Property.
11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.

12. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.

13. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.

14. There is economically feasible alternative service available from another special district in the area of the Property.

15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner prays that the Board of Directors of the District:

A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.

B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

PETITIONER:

By: [Signature]
Name: Matthew Eckblad
Title: Owner

STATE OF COLORADO

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 11th day of February, 2022 by Dawn Marie Hicklin as Representative of South Metro Fire Rescue

Witness my hand and official seal.

My commission expires: September 24, 2024

Dawn Marie Hicklin
Notary Public
11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.

12. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.

13. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.

14. There is economically feasible alternative service available from another special district in the area of the Property.

15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner prays that the Board of Directors of the District:

A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.

B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

PETITIONER:

By: [Signature]
Name: Allison Eckblad
Title: Co-Owner

STATE OF COLORADO
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 11th day of February, 2022 by Dawn Marie Hicklin as Representative of South Metro Fire Rescue

Witness my hand and official seal.

My commission expires: September 24, 2024

Notary Public
EXHIBIT A
Lot 10 Blk 1 Timber Ridge Subdivision Filing No 1
aka 24222 E. Canyon Place
Aurora, CO 80016
EXHIBIT B TO BOARD ORDER OF EXCLUSION

(Proof of Publication)
November 17, 2021

Matthew L Eckblad and Allison M Eckblad
24222 East Canyon Place
Aurora, CO 80016

Re: Fire District Exclusion

Dear Property Owner(s):

This letter is to inform you that your residence is currently located within both the City of Aurora and the South Metro Fire Rescue Fire Protection District (SMFR). Since the City serves you through the Aurora Fire Department, it is no longer necessary to also be within SMFR’s boundaries. **Therefore, you are eligible to remove (or exclude) your property from SMFR.**

SMFR has sent notices to your address on September 24, 2020 and November 2, 2020. We encourage you to take advantage of this notice, as you are currently paying extra taxes for your fire service. In order for you to discontinue paying SMFR taxes in 2023, we need to have the exclusion process completed by May 1, 2022. Therefore, we need your portion of the process completed by January 31, 2022.

The property “exclusion” process requires the following:

- Enclosed Petition must be completed by the property owner(s)
- Enclosed Petition must be notarized
- A legal description of your property (e.g., legal description from deed)

SMFR will not charge you fees to exclude your property. You have several options to complete this process:

- We can set up an appointment at your home with a Notary Public, or
- E-mail the petition to Dawn Hicklin at dawn.hicklin@southmetro.org, or
- Mail the petition to Dawn Hicklin at 9195 East Mineral Avenue, Centennial, CO 80112

We appreciate your time. If you have any questions about the process, please contact us at (720) 989-2422.

Sincerely,

Michael E. Dell’Orfano
Assistant Chief, Business Services

VIA Certified Mail
Property Information

Address: 24222 E CANYON PL, AURORA 80016

County Info:
County: Arapahoe County
Property Parcel ID: 2071-31-1-09-010
Lot: 010 Block: 001 map
Plat Page/Quarter Section: 27V map

Subdivision Info:
Subdivision Name: TIMBER RIDGE SUBDIVISION FLG NO 1
Subdivision Case Number: 2013-3016
Annexation Ordinance: 04-088 map

Zoning and Special Districts: map
Zoned: R-1 (Low-Density Single-Family Residential District)
Title32 Metro District: WHISPERING PINES #1-2 map
Urban Renewal Area: map

City Maintained Trees: map
None
**REAL PROPERTY TAX STATEMENT**

**Tax Year / Payable**
- **2021**
- **2022**

**Bill #: 2021310891**

**PIN:** 035085180  **AIN:** 2071-31-1-09-010  **TAG:** 0211

---

**Property Address:** 24222 East CANYON PL

**Current Owner:**
- ECKBLAD MATTHEW
- ECKBLAD ALLISON M

---

**Legal Description:**
LOT 10 BK 1 TIMBER RIDGE SUB DIVISION NO 1 EX OF TOWNSHIP 5 N MAP PLAT 445 MAP PAR 52 Subdivision No 52068 SUBDIVISION TIMBER FOR FULL LEGAL DESCRIPTION CONTACT THE ASSESSORS OFFICE Pay online at www.arapahoe.gov/departments/tr Pay by phone at 1-877-377-7073 Visit our website or call 303-795-4550 for all payment options Note: Service fee applies to e-check and credit card payments. See reverse side of this form for additional information.

---

**Tax Authority / Other Charges**

<table>
<thead>
<tr>
<th>Tax Authority</th>
<th>Tax Rate</th>
<th>Original Amount Due</th>
<th>Valuation</th>
<th>Actual</th>
<th>Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHERRY CRK SCHOOL DIST 5</td>
<td>0.049012</td>
<td>1,845.75</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*ARAPAHOE COUNTY</td>
<td>0.011762</td>
<td>442.95</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*CITY OF AURORA</td>
<td>0.008073</td>
<td>304.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARAPAHOE LIBRARY DISTRICT</td>
<td>0.005790</td>
<td>218.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*CHERRY CREEK BASIN AUTH</td>
<td>0.009479</td>
<td>18.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEVELOPMENTAL DISABILITY</td>
<td>0.001000</td>
<td>37.66</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMFR FIRE PROTECTION DISTRICT</td>
<td>0.009319</td>
<td>350.94</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>URBAN DRAINAGE &amp; FLOOD</td>
<td>0.000990</td>
<td>33.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>URBAN INGEGNIERY (S PLATTE)</td>
<td>0.000100</td>
<td>3.77</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub Total** 0.086435 3,255.07

**Total** 3,255.07

---

**Type**  **Charge/Adjustment**

<table>
<thead>
<tr>
<th>Original</th>
<th>Exemptions/Credits</th>
<th>Delinquent Interest</th>
<th>Payments</th>
<th>Current Year Taxes Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,255.07</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3,255.07</td>
</tr>
</tbody>
</table>

---

**TAXES DUE IN 2022**

<table>
<thead>
<tr>
<th><strong>2nd Half Coupon</strong></th>
<th><strong>2021</strong></th>
<th><strong>2022</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>035085180</td>
<td>2071-31-1-09-010</td>
<td></td>
</tr>
</tbody>
</table>

**SECON HALF DUE BY JUNE 15, 2022** 1,627.53

---

**REAL PROPERTY TAXES DUE IN 2022**

<table>
<thead>
<tr>
<th><strong>Full Payment or 1st Half Coupon</strong></th>
<th><strong>2021</strong></th>
<th><strong>2022</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>035085180</td>
<td>2071-31-1-09-010</td>
<td></td>
</tr>
</tbody>
</table>

**FIRST HALF DUE BY FEBRUARY 28, 2022** 1,627.54
**FULL AMOUNT DUE BY MAY 2, 2022** 3,255.07
Failure to receive a tax notice does not relieve the owner’s responsibility or liability for paying taxes on time.

Tax bills totaling less than $25.00 must be paid in full in one payment by April 30th.

If your taxes are paid by a mortgage company, use this notice for your own information. Your mortgage company will be notified of your tax amount at their request. If your mortgage company is responsible for paying your taxes and you receive a delinquent notice, please contact your mortgage company for resolution.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account on the same day your payment is received, and you will not receive your check back from your financial institution.

For information about deferral of property taxes for active military personnel or seniors, please contact the Treasurer’s office before April 1.

THERE IS A $20.00 FEE FOR ALL RETURNED AND INSUFFICIENT FUND PAYMENTS.

Due Dates
If the due date for filing any of the optional payments falls on Saturday, Sunday or a legal holiday, the tax will be timely filed if paid on the next business day. CRS 39-10-104.5.

General Property Taxes are due January 1st of each year
FIRST HALF - The first half becomes delinquent after the last day of February.
SECOND HALF - The second half becomes delinquent after June 15th.
FULL AMOUNT - The full amount becomes delinquent after the last day of April (unless the first half was paid).

<table>
<thead>
<tr>
<th>GENERAL PROPERTY TAX DELINQUENT INTEREST 39-10-104.5 CRS</th>
<th>FULL TAX OPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1ST INSTALLMENT</td>
</tr>
<tr>
<td>REQUIRED DATE OF PAYMENT</td>
<td>LAST DAY OF</td>
</tr>
<tr>
<td>MONTH PAID</td>
<td>FEBRUARY</td>
</tr>
<tr>
<td>MARCH</td>
<td>1%</td>
</tr>
<tr>
<td>APRIL</td>
<td>2%</td>
</tr>
<tr>
<td>MAY</td>
<td>3%</td>
</tr>
<tr>
<td>JUNE 1-15</td>
<td>4%</td>
</tr>
<tr>
<td>JUNE 16-30</td>
<td>4%</td>
</tr>
<tr>
<td>JULY</td>
<td>5%</td>
</tr>
<tr>
<td>AUGUST</td>
<td>6%</td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>7%</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>8%</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>9%</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>10%</td>
</tr>
</tbody>
</table>
PIN: 035085180
AIN: 2071-31-1-09-010
Situs Address: 24222 East Canyon Pl
Situs City: Aurora

Full Owner List: Eckblad Matthew L, Eckblad Allison M
Ownership Type: Joint Tenancy
Owner Address: 24222 E Canyon Pl
City/State/Zip: Aurora, CO 80016-4423

Neighborhood: Timber Ridge/Whispering Pines
Neighborhood Code: 2297.00
Acreage: 0.1270
Land Use: Single Family
Legal Desc: Lot 10 Blk 1 Timber Ridge Sub Filing No 1 Ex M/R's

<table>
<thead>
<tr>
<th>2021 Appraised Value</th>
<th>Total</th>
<th>Building</th>
<th>Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>526,700</td>
<td>389,200</td>
<td>9,831</td>
<td></td>
</tr>
<tr>
<td>37,659</td>
<td>27,828</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2021 Assessed Value

2021 Mill Levy: 86.435

Sale
<table>
<thead>
<tr>
<th>Book Page</th>
<th>Date</th>
<th>Price</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>D703 9012</td>
<td>03-23-2017</td>
<td>470,306</td>
<td></td>
</tr>
<tr>
<td>D401 8227</td>
<td>02-28-2014</td>
<td>4,150,000</td>
<td></td>
</tr>
</tbody>
</table>

Building
<table>
<thead>
<tr>
<th>Attributes</th>
<th>Recorded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Grade</td>
<td>Good</td>
</tr>
<tr>
<td>Improvement Type</td>
<td>Single Family</td>
</tr>
<tr>
<td>Bedrooms</td>
<td>3.00</td>
</tr>
<tr>
<td>Bathrooms</td>
<td>3.00</td>
</tr>
<tr>
<td>Architectural</td>
<td>2 Story</td>
</tr>
<tr>
<td>Heat Method</td>
<td>Forced Air Unit</td>
</tr>
<tr>
<td>Cool Method</td>
<td>Central Air</td>
</tr>
<tr>
<td>Year Built</td>
<td>2016</td>
</tr>
<tr>
<td>Roof</td>
<td>Asphalt/Composition Shingle Roof</td>
</tr>
<tr>
<td>Exterior Wall</td>
<td>Wood Siding</td>
</tr>
<tr>
<td>Construction Type</td>
<td>D - Wood or Steel Studs Frame</td>
</tr>
</tbody>
</table>

Area
<table>
<thead>
<tr>
<th>Building</th>
<th>Description</th>
<th>SqFt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Attached Garage</td>
<td>441</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>1293</td>
</tr>
<tr>
<td></td>
<td>First Floor</td>
<td>1125</td>
</tr>
<tr>
<td></td>
<td>Covered Porch</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>Basement Total</td>
<td>1125</td>
</tr>
<tr>
<td></td>
<td>Covered Porch</td>
<td>66</td>
</tr>
<tr>
<td>Bldg Total Area:</td>
<td></td>
<td>2418</td>
</tr>
</tbody>
</table>

Land Line
<table>
<thead>
<tr>
<th>Units</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0000 LT</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

Note: Land Line data above corresponds to the initial appraised value and does not reflect subsequent appeal related adjustments, if any.

* Not all parcels have available photos / sketches.
In some cases a sketch may be difficult to read. Please contact the Assessors Office for assistance. Measurements taken from the exterior of the building. The Arapahoe County Assessors Office does not warranty the accuracy of any sketch, nor assumes any responsibility or liability to any user.

Although some parcels may have multiple buildings and photos, at this time our system is limited to 1 sketch and 1 photo per parcel number. Sorry for any inconvenience.

New Search

https://parcelsearch.arapahoegov.com/PPINum.aspx?PPINum=2071-31-1-09-010&IsPrint=true
SOUTH METRO FIRE RESCUE
BOARD AGENDA

MEETING DATE: 3/7/2022

AGENDA ITEM TYPE: ACTION ITEM


BACKGROUND: Staff is recommending the District participates in the Colorado Statewide Investment Program (CSIP).

RECOMMENDATION: Staff recommends the Board approve the resolution provided to participate in the Colorado Statewide Investment Program.

SUBMITTED BY: Dillon Miskimins

APPROVED BY: Bob Baker
SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT
RESOLUTION NO. 2022-04
RESOLUTION ADOPTING THE COLORADO STATEWIDE INVESTMENT POOL

WHEREAS, South Metro Rescue Fire Protection District ("Participant") desires to join with other Local Governments to pool funds for investment; and

WHEREAS, pursuant to Article 24, Part 7, (C.R.S.), it is lawful for any Local Government to pool any moneys in its treasury, which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments and maximize net interest earnings; and

WHEREAS, the Trust is a statutory trust formed under the laws of the State of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment and protection of public funds;

NOW, THEREFORE, it is hereby RESOLVED as follows:

1. The Board of Directors of the South Metro Rescue Fire Protection District hereby approves and adopts, and thereby joins as a Participant with other Local Governments pursuant to Title 24, Article 75, Part 7 of the Colorado Revised Statutes, that certain Indenture of Trust entitled the Colorado Statewide Investment Pool as amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and

The undersigned hereby certifies that: South Metro Rescue Fire Protection District has enacted:

☐ This Resolution, or

☐ Another form of Resolution, a copy of which is enclosed and that such Resolution is a true and correct copy of the original which is in my possession.

Name of Local Government: South Metro Rescue Fire Protection District

By: Jim Albee, Board Chair

Date: __________________________

Attest: __________________________
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I – DEFINITIONS</th>
<th>Page No.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ARTICLE II – CREATION OF TRUST</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Creation of Trust</td>
<td>4</td>
</tr>
<tr>
<td>2.2 Contributions to the Trust</td>
<td>4</td>
</tr>
<tr>
<td>2.3 Trustees’ Duties</td>
<td>4</td>
</tr>
<tr>
<td>2.4 Qualification of Trust</td>
<td>4</td>
</tr>
<tr>
<td>2.5 Purpose; Participant Requirements; Changes of Incumbency</td>
<td>5</td>
</tr>
<tr>
<td>2.6 Trustees; Signatory Public Agencies And Participants</td>
<td>5</td>
</tr>
<tr>
<td>2.7 Voting</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE III - TRUST OPERATIONS</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Powers of the Board of Trustees</td>
<td>6</td>
</tr>
<tr>
<td>3.2 Permitted Investments</td>
<td>6</td>
</tr>
<tr>
<td>3.3 Legal Title</td>
<td>6</td>
</tr>
<tr>
<td>3.4 Disposition of Assets</td>
<td>7</td>
</tr>
<tr>
<td>3.5 Taxes</td>
<td>7</td>
</tr>
<tr>
<td>3.6 Rights as Holders of Trust Property</td>
<td>7</td>
</tr>
<tr>
<td>3.7 Delegation: Committees</td>
<td>7</td>
</tr>
<tr>
<td>3.8 Collection Powers</td>
<td>8</td>
</tr>
<tr>
<td>3.9 Powers: Payment of Expenses</td>
<td>8</td>
</tr>
<tr>
<td>3.10 Borrowing and Indebtedness</td>
<td>9</td>
</tr>
<tr>
<td>3.11 Deposits</td>
<td>9</td>
</tr>
<tr>
<td>3.12 Valuation</td>
<td>9</td>
</tr>
<tr>
<td>3.13 Fiscal Year; Accounts</td>
<td>9</td>
</tr>
</tbody>
</table>
7.3 Evidence of Investment ................................................................. 16
7.4 Redemptions ................................................................................... 16
7.5 Suspension of Redemption; Postponement of Payment ...................... 16
7.6 Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges ................................................................. 17
7.7 Redemptions Pursuant to Constant Net Asset Value Policy ............... 17
7.8 Redemptions in Kind ....................................................................... 17
7.9 Defective Redemption Requests ......................................................... 18
7.10 Series or Portfolio Designations ....................................................... 18

ARTICLE VIII - RECORD OF SHARES ......................................................... 18

8.1 Share Register .................................................................................. 18
8.2 Registrar ............................................................................................. 18
8.3 Owner of Record ................................................................................ 19
8.4 No Transfers of Shares ..................................................................... 19
8.5 Limitation of Fiduciary Responsibility ................................................ 19
8.6 Notices ............................................................................................... 19

ARTICLE IX – RECORDS AND REPORTS .................................................. 19

9.1 Inspection of Records ......................................................................... 19
9.2 Reports ............................................................................................... 19

ARTICLE X - TRUSTEES AND OFFICERS ............................................... 20

10.1 Number, Qualification and Succession of Trustees ......................... 20
10.2 Signatory Local Governments and Trustees .................................... 20
10.3 Vacancies .......................................................................................... 21
10.4 Elections and Appointments; Term of Office .................................... 21
10.5 Resignation and Removal .................................................................. 22
10.6 Officers and Advisers ....................................................................... 22
10.7 By-Laws; Quorum of Trustees ......................................................... 22
ARTICLE XI - DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS

11.1 Net Asset Value

11.2 Retained Reserves

ARTICLE XII – CUSTODIAN

12.1 Duties

12.2 Appointment

12.3 Disbursement and Collection Agent

12.4 Successors

ARTICLE XIII - RECORDING OF INDENTURE

13.1 Recording

ARTICLES XIV - AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Indenture or Permitted Investments List; Termination

14.2 Duration

ARTICLE XV – MISCELLANEOUS

15.1 Governing Law

15.2 Counterparts

15.3 Reliance by Third Parties

15.4 Provisions in Conflict with Law

15.5 Section Headings

15.6 Adoption by Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants
INDENTURE OF TRUST

Colorado Statewide Investment Pool

WITNESSETH:

WHEREAS, the provisions of Title 24, Article 75, Part 7 of the Colorado Revised Statutes entitled “Investment Funds – Local Government Pooling” (the “Investment Pooling Act”) enable any county, city and county, city, town, school district or special district, or any other political subdivision of the State of Colorado, or any department, agency, or instrumentality thereof, or any political or public corporation of the State of Colorado (a “Local Government”) to pool any moneys in the treasury of such Local Government which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments seeking to maximize net interest earnings; and,

WHEREAS, it is the intent of the initial Local Governments signatory hereto (such Local Governments, the “Signatory Local Governments”) to create a local government investment pool, known as the Colorado Statewide Investment Pool (the “Trust”), pursuant to the Investment Pooling Act and that this Indenture of Trust (the “Indenture”) shall serve as the agreement for such purpose; and,

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds in only those legal investments for Local Governments in accordance with Title 24, Article 75, Part 6 of the Colorado Revised Statutes (the “Legal Investments Act”) and Title 11, Articles 10.5 and 47 of the Colorado Revised Statutes entitled the Public Deposits Protection Act (the “PDPA”); and,

WHEREAS, by resolutions duly adopted, the Signatory Local Governments hereby create the Trust as a local government investment pool pursuant to this Indenture, which action serves a governmental purpose for said Local Governments and is therefore in the best interests of said Local Governments, their officials, officers, and citizens in that such a program will offer professionally managed portfolios to meet investment needs, will result in economies of scale that will create greater purchasing powers, and will thereby lower the costs traditionally associated with the investment of the assets of said Local Governments; and,

WHEREAS, each of the Signatory Local Governments has duly undertaken all official actions necessary and appropriate to become a party to this Indenture for the purpose of establishing the Trust, and to perform hereunder, including, without limitation, the establishment of written investment policies and the enactment of any resolutions or the undertaking of other actions required pursuant to the Investment Pooling Act or other applicable law and regulations; and,
WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or by the Administrator; and,

WHEREAS, the Signatory Local Governments anticipate that other Local Governments may wish to become Participants by adopting this Indenture and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Indenture of Trust. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of Shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I – DEFINITIONS

For purposes of this Indenture, the following terms shall have the meanings set forth:

“Administrator” means the Trust Administrator appointed by the Trustees pursuant to Section 4.1 hereof and as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Trust or any aspects of it.

“Adviser” means the Investment Adviser appointed by the Trustees pursuant to Section 4.1 hereof and constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases, sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

“Affiliate” means with respect to a person another person directly or indirectly controlled, controlled by or under the common control with such person, or any officer, director, partner or employees of such person.

“Code” means the Internal Revenue Code and any regulations promulgated pursuant thereto.

“Custodian” means a qualified financial institution selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

“Custodian Agreement” means the agreement between the Trustees on behalf of the Trust and Custodian.

“Designee” shall mean the individual designated as such by a Participant in writing. Such
Designee shall be the legal representative to act on behalf of each Participant. Each Participant may designate Alternate Designees.

“Eligible Public Depository” means an eligible public depository as defined in the PDPA.

“Indenture” means this Indenture of Trust as it may be amended from time to time.

“Investment Pooling Act” means Title 24, Article 75, Part 7 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Legal Investments Act” means Title 24, Article 75, Part 6 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Local Government” means any county, city and county, city, town, school district or special district, or any other political subdivision of the State of Colorado, or any department, agency, or instrumentality thereof, or any political or public corporation of the State of Colorado.

“Participants” means the Local Governments which adopt a Resolution to join and execute this Indenture.

“PDPA” means Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

“Permitted Investments” means those investments in Part 6, Article 75, Title 24 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.


“Shares” shall have the meaning ascribed to such term in Section 7.1 hereof.

“Signatory Local Government” means a Local Government which has agreed to be a signatory to this Indenture for the purpose of creating a statutory trust as authorized by the Investment Pooling Act.

“Trust” means the trust created by this Indenture.

“Trust Property” means any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust and all income, profits and gains therefrom and which, at such time, is owned or held by, for the account of the Trust.

“Trustee” means any member of the Board.

“Trustees” means individuals appointed by the Board of Trustees and, unless otherwise provided herein, approved by the Participants to administer and supervise the affairs of the Trust.
ARTICLE II – CREATION OF TRUST

2.1 Creation of Trust. By these present, a Colorado statutory trust is hereby established by this Indenture. The Trust shall be called the “Colorado Statewide Investment Pool”. The Trustees may use such other designations, including “CSIP”, as the Trustees deem proper. So far as may be practicable, the Trustees shall conduct the Trust’s activities, execute all documents and sue or be sued under that name or designation, which name or designation (and the word “Trust”) wherever used in this Indenture, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, or accountants of the Trustee, nor shall such term refer to the Signatory Local Governments or Participants. Should the Trustees determine that the use of such name or designation is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name or designation in accordance with the laws of the State of Colorado or the United States of America so as to protect and reserve the right of the Trust in and to such name or designation.

2.2 Contributions to the Trust.

(a) All contributions that a Participant makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.

2.3 Trustees’ Duties. The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants, or from any other person or entity, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust fund in accordance with the terms of this Indenture.

The powers, rights, and obligations of the Trustees shall be established and governed solely by this Indenture.

2.4 Qualification of Trust. This Trust is intended to be exempt from income tax pursuant to Section 115 of the Code, and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.
2.5 Purpose; Participant Requirements; Changes of Incumbency.

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with Colorado law permitting Local Governments to pool monies available in their treasuries, which are not immediately required to be disbursed, with the same such monies in the treasuries of other Local Governments, in order to invest them and earn interest in accordance with, and as permitted by, the provisions of the Investment Pooling Act and the Legal Investments Act or other laws of the State of Colorado governing the investment of monies of a Local Government, and as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish or contribute to this Trust. The Trustees may provide for the payment or repayment of any expenses from the earnings of the Trust.

(b) Only those Local Governments which adopt this Indenture and have complied with the provisions of this section may become Participants. The Designee empowered to invest funds of each Local Government or such other person designated by the Participant to serve in such capacity (an “Alternate Designee”), shall be the legal representative to act for and on behalf of such Local Government for purposes of this Indenture.

(c) Each Local Government adopting this Indenture, and otherwise complying with the provisions hereof, shall become a Participant only upon adopting this Indenture and depositing into the Trust the minimum total investment as that amount is established from time to time by the Trustees. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the Shares and close the account; provided that thirty (30) days’ prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Designee shall no longer be authorized to act on behalf of such Participant as a Designee, and in the absence of any duly-appointed Alternate Designee, any funds placed in the Trust by such Designee shall be held hereunder for the benefit of the Local Government for which he or she was acting at the time the vacancy or termination of authority occurred. Any Designee assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Designee on behalf of such Participant, shall become the succeeding legal representative of the Local Government by the Local Government filing written notification of such with the Trustees in a form acceptable to the Trustees.

2.6 Trustees; Signatory Public Agencies and Participants. No Signatory Local Government or Participant, nor any or its officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Designee as a Trustee.

2.7 Voting. Each Participant of record holding Shares shall be entitled to vote, through its Designee or an Alternate Designee, on the following matters: (a) Election of the Board, (b)
Amendment of this Indenture, (c) Termination of the Trust, and (d) Reorganization of the Trust. Each Participant shall be entitled to one vote for each whole share held by the Participant and each Participant shall be entitled to one fractional vote for each fractional share held by the Participant. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. The Trustees shall determine any such challenge and their decision shall be final. The approval of a simple majority of the voting Shares shall be sufficient to approve any action at a meeting or other election of the Participants except as provided in Sections 10.4. and 14.1.

All matters other than the (a) Election of the Board, (b) Amendment of this Indenture, (c) Termination of the Trust, and (d) Reorganization of the Trust shall be decided through a vote of the Board of Trustees. Each Trustee shall be entitled to cast one vote and such vote shall not be allocated on the basis of the number of Shares held by that Trustee’s Local Government.

ARTICLE III - TRUST OPERATIONS

3.1 Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.16 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

3.2 Permitted Investments. The Trustees shall have the following investment powers:

(a) To conduct, operate and provide an investment program for the pooling of surplus funds of a Local Government to invest in the Permitted Investments as may be modified from time to time as provided in this Indenture;

(b) For such consideration as they may deem proper and as may be required by law, to subscribe for, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

3.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete
power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.4 Disposition of Assets. In winding up the affairs of the Trust, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

3.5 Taxes. The Trustees shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To dispute, settle and compromise tax liabilities; and

(c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

3.6 Rights as Holders of Trust Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust corpus to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property), in addition to the delegation powers set forth in Section 3.16 hereof, to delegate from time to time to such one or more of their number (who may be designated as constituting a
Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments, either in the name of the Trust or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

3.8 **Collection Powers.** The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;

(d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;

(g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

3.9 **Powers: Payment of Expenses.** The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefor; and
(c) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Trust has contracted or transacted business.

The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Indenture to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than Trust Property.

3.10 Borrowing and Indebtedness. The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) hereof.

3.11 Deposits. The Trustees shall have full and complete power to deposit, subject to the provisions of the PDPA, in such a manner as may now and hereafter be permitted by this Indenture or applicable law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, with the PDPA.

3.12 Valuation. The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Indenture.

3.13 Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The fiscal year shall be as set forth in the By-Laws.

3.14 Self-Dealing Prohibited.

(a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Adviser or the Administrator or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may deposit moneys and purchase and sell Permitted Investments from and to the Custodian or an Affiliate
of the Custodian.

3.15 Investment Program. The Trustees shall use their best efforts to obtain, through the Adviser or other qualified persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other persons. Subject to the provisions of this Indenture, the Trustees may delegate functions arising under this Section 3.15 to one or more of their number or to the Adviser.

3.16 Power to Contract, Appoint, Retain and Employ. Subject to the provisions of this Indenture, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

(a) Serve as the Trust's investment Adviser administrator or co-administrator pursuant to Article IV;

(b) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;

(c) Act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;

(d) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;

(e) Substitute any other person possessing the same minimum qualifications for any such person, such replacement to be made in the same manner as the original selection;

(f) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and

(g) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

3.17 Indemnification. Upon advice of counsel, the Trustees shall have full and complete power, to the extent of Trust property (as provided in Section 6.1) and as permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any person with whom the Trust has dealings, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.
3.18 Remedies. Notwithstanding any provision in this Indenture, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.19 Further Powers. The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Indenture, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

ARTICLE IV- INVESTMENT ADVISER AND ADMINISTRATOR

4.1 Appointment. The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisers, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser and an Administrator, and may grant or delegate such authority to the Adviser and the Administrator or to any other Person whose services are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries.

4.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Indenture, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Adviser Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days’ written notice to the Adviser. Nothing in this Indenture or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Adviser to act for or on behalf of the Trust immediately upon written notice to the Adviser, upon a
showing of reasonable cause to believe that the Adviser has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

4.3 **Duties of the Administrator.** The duties of the Administrator shall be those set forth in an Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days’ written notice to the Administrator. Nothing in this Indenture or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

4.4 **Successors.** In the event that, at any time, the position of Adviser or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser or Administrator.

**ARTICLE V - INVESTMENTS**

5.1 **Statement of Investment Policy and Objective.** Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Indenture and any other applicable provisions of law, as the same may be amended from time to time.

5.2 **Restrictions Fundamental to the Trust.** Notwithstanding anything in this Indenture which may be deemed to authorize the contrary, the Trust:

(a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same shall may be amended from time to time;

(b) May not borrow money or incur indebtedness except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;

(c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending); and

(d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law.

5.3 **Amendment of Restrictions.** The restrictions set forth in Section 5.2 hereof are
fundamental to the operation and activities of the Trust and may not be changed without the consent of a majority of the Participants, except that such restrictions may be changed by the Trustees, without Participant consent, when necessary to conform the investment program and activities of the Trust to the laws of the State of Colorado and the United States of America as they may from time to time be amended.

ARTICLE VI - LIMITATIONS OF LIABILITY

6.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Adviser, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Adviser and the Administrator shall each have liability for its, his or her failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. All persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, Adviser, consultant, administrator, etc., employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law.

6.2 Liability to the Trust or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Adviser shall have liability for the failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture; provided, however, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

6.3 Indemnification.

(a) As used in this Section 6.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer,
employee, or agent (including without limitation the Adviser, the Administrator, and the Custodian).

(2) "Expenses" includes attorney fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he or she conducted him or herself in good faith, and (i) he or she reasonably believed that his or her conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(c) In no event may the Trust indemnify the Adviser or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him or her, in which such person was adjudged liable on the basis that such personal benefit was improperly received by him or her in connection with a proceeding by or in the right of the Trust. Indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal
counsel selected by a vote of the Trustees or the committee as specified above. If independent
counsel determines that indemnification is required under this Section, authorization of
indemnification and evaluation as to reasonableness of expenses shall be made by the body that
selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust
Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust
Representative furnishes the Trust a written affirmation of his good faith belief that he or she has
met the standard of conduct described in subsection (b) of this Section and a written undertaking
executed personally to repay the advance if it is ultimately determined that indemnification is not
authorized under this Section, and (ii) it is determined as provided in subsection (e) above that the
facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to
this Section shall be reported in writing to the Participants as soon as practicable, if such
indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same
except out of the earnings of the Trust, and no Participant shall be personally liable to any such
Trust Representative for all or any portion of such indemnity.

6.4 **Surety Bonds.** No Trustee shall, as such, be obligated to give any bond or surety or
other security for the performance of any of his duties.

6.5 **Apparent Authority.** No purchaser, seller, transfer agent or other person dealing
with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry
concerning the validity of any transaction purporting to be made by the Trustees or by such officer,
employee or agent or make inquiry concerning or be liable for the application of money or property
paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or
agent.

6.6 **Representative Capacity; Recitals.** Any written instrument creating an obligation
of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee
or agent of the Trust only in his capacity as a Trustee under this Indenture or in his or her capacity
as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the
Trust shall refer to this Indenture and shall contain a recital to the effect that the obligations
thereunder are not personally binding upon, nor shall resort be had to the property of, any of the
Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property
or a specific portion thereof shall be bound, and such written instrument may contain any further
similar recital which may be deemed appropriate; provided however, that the omission of any
recital pursuant to this Section 6.6 shall not operate to impose personal liability on any of the
Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created
in the instrument.

6.7 **Reliance on Experts.** Each Trustee, officer and employee of the Trust shall, in
the performance of his or her duties, be fully and completely justified and protected with regard to
any act or any failure to act resulting from reliance in good faith upon the books of account or
other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 **Insurance.** The Trustees shall obtain general and official liability and property damage insurance, errors and omission insurance and such other insurance as the Trustees may deem advisable for the protection of the Trust Property and the Trustees, Treasurers officers and employees of the Trust in the operation and conduct of the Trust in such amounts as the Trustees deem adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates. The cost of any and all such insurance shall be paid from Trust property as an expense of administration of the Trust.

**ARTICLE VII - INTERESTS OF PARTICIPANTS**

7.1 **Beneficial Interest.** The interest of the beneficiaries hereunder shall be divided into transferable units to be called Shares, all of one series except as permitted by Section 7.10, without par value. The number of Shares authorized hereunder is unlimited. Except as otherwise permitted under Section 7.10 hereof, each Share shall represent an equal proportionate interest in the net assets of the applicable series within the Trust. All Shares issued hereunder including, without limitation, Shares issued in connection with a dividend in Shares or a split of Shares, shall be fully paid and nonassessable.

7.2 **Title to Trust Property.** Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Indenture. Provided, further, that this provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Indenture or as provided by law. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property, except as the Trustees may determine.

7.3 **Evidence of Investment.** Evidence of each Participant’s investment shall be reflected in a Share Register maintained by or on behalf of the Trust in accordance with Section 8.1 hereof, and the Trust shall not be required to issue certificates as evidence of Share allocation.

7.4 **Redemptions.** In case any Participant at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the transfer agent or at the office of any bank or trust company, either in or outside of Colorado which is a member of the Federal Reserve System and which the transfer agent has designated by the Trust for that purpose, together with an irrevocable offer in writing in a form acceptable to the Trustees to have the Shares redeemed by the Trust at the net asset value thereof per share, next determined as provided in the Information Statement after such deposit. Payment for
redemption shall be made to the Participants within the number of business days specified in the Trust's current Information Statement, unless the date of payment is postponed pursuant to Section 7.5 hereof, in which event payment may be delayed beyond such period.

7.5 **Suspension of Redemption; Postponement of Payment.** Each Participant, by its adoption of this Indenture, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for withdrawal of funds from the Trust for the whole or any part of any period;

(a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of Colorado or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment to a Participant, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value next determined after the termination of the suspension.

7.6 **Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges.** The Trustees shall have the power to redeem Shares owned by any Participant to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Participant to make full payment for Shares purchased by such Participant, or (ii) to collect any charge relating to a transaction effected for the benefit of such Participant which is applicable to Shares as provided in the Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 7.4. hereof.

7.7 **Redemptions Pursuant to Constant Net Asset Value Policy.** The following provisions shall apply to any series or portfolio of investments of the Trust during any period that the Trustees, in their discretion, establish a policy of maintaining a constant net asset value per Share. If for any reason the net income of the Trust attributable to such Shares invested in the same portfolio shall, at the time of any determination thereof in accordance with the provisions set forth in the Information Statement be a negative amount, then the Trustees shall have power to cause the number of outstanding Shares of such series or portfolio to be reduced by requiring each Participant to contribute to the capital of the Trust such Participant’s proportionate part of the total number of
Shares which have an aggregate current net asset value equal as nearly as may be practicable to the amount of the Trust’s net loss in respect of such series or portfolio. Each Participant, by becoming a registered holder of Shares, agrees to make any such contribution which may be required.

7.8  **Redemptions in Kind.** Payment for Shares redeemed pursuant to Section 7.4. may, at the option of the Trustees, or such officer or officers as they may duly authorize for the purpose, in their complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Trustees, or their delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

7.9  **Defective Redemption Requests.** In the event that a Participant shall submit a request for the redemption of a greater amount than is then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Indenture, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

7.10  **Series or Class Designations.** The Trustees, in their discretion, may authorize the division of Shares into two or more series, and within a series into two or more classes, and the different series or classes shall be established and designated, and the variations in the relative rights and preferences as between the different series or classes within a series shall be fixed and determined by the Trustees; provided that, all Shares shall be identical except there may be variations so fixed and determined between different series or classes within a series as to purchase price, right of redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions.

**ARTICLE VIII - RECORD OF SHARES**

8.1  **Share Register.** The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.

8.2  **Registrar.** The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator.
which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

8.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

8.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to a Local Government, or the Trust itself for purposes of redemption. Any attempted transfer to any other person shall be void and of no effect.

8.5 Limitation of Fiduciary Responsibility. The receipt of the Participant in whose name any Share is recorded or of any party or agent in whose name any Share is recorded for the benefit of the Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

8.6 Notices. Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Participant’s Designee.

ARTICLE IX – RECORDS AND REPORTS

9.1 Inspection of Records. The records of the Trust shall be open to inspection by any Participant at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants through a website to be established by the Trust.

9.2 Reports. The Trustees shall cause to be prepared at least annually: (i) a report or statements of financial operations of the Trust; (ii) an opinion of an independent certified public accountant on such report or financial statements based on an examination of the books and records of the Trust; and (iii) such other information as may be required by the Investment Pooling Act or by Rules and regulations promulgated thereunder. A signed copy of such report and opinion shall be filed with the Trustees within one hundred twenty (120) days after the close of the period covered thereby. The Trustees shall cause copies of the annual report to be delivered to the Participants of record within one hundred twenty (120) days after the close of the period covered thereby.
In addition, the Trustees shall furnish to the Participants at least quarterly an interim report containing such information as may be required by statute or regulation.

**ARTICLE X - TRUSTEES AND OFFICERS**

10.1 **Number, Qualification and Succession of Trustees.**

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided and as provided in the By-Laws.

(b) The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided that, the number of Trustees shall be at no time less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term.

(c) The majority of Trustees shall be Designees of Participants. Any Trustee who at the time of election or appointment is not a Designee of a Participant is referred to herein as a “Non-Designee Trustee.” The number and qualifications of Non-Designee Trustees shall be as provided in the By-Laws. If a Designee of a Participant serves as a Trustee, and ceases to be a Designee, such person shall no longer be qualified to serve as a Trustee, and shall not, by virtue of ceasing to qualify as a Designee, be deemed to be a Non-Designee Trustee. The Trustees shall be natural persons.

(d) Trustees shall be elected or appointed as provided in Section 10.4 hereof. No such election or appointment shall become effective, however, until the elected or appointed person qualifies for such office by delivering to the President of the Board of Trustees a writing signed by him or her (i) accepting such election or appointment, and (ii) agreeing to be bound by the terms of this Indenture. Qualification must be completed within twenty (20) days after such person is notified of his or her appointment or election, and failure to meet this requirement shall void the appointment or election.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Indenture.

(f) Upon the appointment or election and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

10.2 **Signatory Local Governments and Trustees.** In accordance with Section 10.1(b), by the execution of this Indenture, the Signatory Local Governments appoint the following persons as initial Trustees (the “Initial Trustees”):

- John Lefebvre, Treasurer, Weld County
- Rick Hinman, Asset and Revenue Manager, Centennial Water & Sanitation District
• Stephanie Stanley, Financial and Budgeting Analysis Manager, Highlands Ranch Metro District
• Jean Kinney, Treasurer, City of Fort Morgan

The Initial Trustees shall have all the powers of Trustees provided herein and shall have the power to appoint up to seven (7) additional Trustees, to serve until the Board of Trustees has been elected in accordance with Section 10.4 hereof. The initial terms of the Initial Trustees shall be as follows: John Lefebvre’s term shall be three years, Stephanie Stanley’s term shall be three years, Rick Hinman’s term shall be two years, and Jean Kinney’s term shall be one year. All terms of the Initial Trustees following their initial terms shall be three year terms, as set forth in section 10.4 of this Indenture.

10.3 Vacancies.

(a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:

(i) If a person who was duly appointed or elected fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment or election;

(ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;

(iii) If a person who was duly appointed becomes disabled or dies during his or her term of office, or for whom a guardian or conservator has been appointed;

(iv) If a person who was duly appointed ceases to meet the requirements for the office of Trustee, as provided herein and in the By-Laws;

(v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 U.S.C. § 101 et seq.);

(vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or

(vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Indenture or to revoke any existing agency created pursuant to the terms of this Indenture, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without
necessity of any further act or conveyance. In the case of a vacancy, the majority of the Board continuing in office acting by resolution, may fill such vacancy.

10.4 Elections and Appointments; Term of Office.

(a) Except for the initial terms of the Initial Trustees set forth in section 10.2 of this Indenture, and except as provided in subsection 10.4(c) of this Indenture, Trustees are elected for overlapping terms of three years by a majority vote of the voting Shares, as set forth in section 2.7 of this Indenture, entitled to vote at an annual meeting or voting in an annual vote of Participants, herein called an "Annual Election." Trustees may succeed themselves in office. Candidates shall be nominated as provided in the By-Laws. The candidate(s) with the highest number of votes will be elected. The Board shall, at the next meeting following the election, review the election returns and declare the appropriate candidate(s) elected.

(b) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.

(c) At any time the Board increases the number of Trustees, it shall by the same action specify the number and length of the terms of newly added Trustees. The Board shall have discretion to set the length of the Initial term of each newly added Trustee, but in no event may the initial term exceed three years, and each term following an initial term shall be for a period of three years. The selection of Trustees to newly added Trustees shall be for a period of three years to be filled at each subsequent Annual Election.

10.5 Resignation and Removal.

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the President and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed with or without cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

10.6 Officers and Advisers. The Trustees shall annually designate a President who shall be the Chief Executive Officer of the Trust and a Vice President, who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the President to appoint, one or more Assistant Secretaries and Assistant Treasurers, and such other officers or
agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more offices, except those of President and Vice President, may be held by the same person.

10.7 By-Laws; Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Indenture, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

ARTICLE XI -
DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS

11.1 Net Asset Value. The net asset value of each allocated Share of the Trust shall be determined by the method and frequency established by the Trustees and shall be set forth in an Information Statement as the same may be amended from time to time. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other person as the Trustees by resolution may designate.

11.2 Retained Reserves. The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE XII – CUSTODIAN

12.1 Duties. The Trustees shall employ a bank or trust company organized under the laws of the United States of America or of the State of Colorado as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Indenture, the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be designated as an “eligible public depository” as provided in the PDPA.

12.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without
the payment of any penalty by the Trust on not less than sixty (60) days' written notice to the Custodian.

12.3 Disbursement and Collection Agent. The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; provided, however, that, in every case, such Disbursement and Collection Agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state-designated “eligible public depository.”

12.4 Successors. In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XIII - RECORDING OF INDENTURE

13.1 Recording. This Indenture and any amendments hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto.

ARTICLES XIV

AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Indenture or Permitted Investments List; Termination.

(a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Section 2.7 hereof. The Trustees may, from time to time by a two-thirds vote of the Trustees, and after 20 days prior written notice to the Participants, amend or alter the provisions of the Indenture, without the vote or assent of the Participants, which the Trustees, in good faith deem necessary or convenient for the administration and operation of the Trust, to establish and designate additional series or portfolios pursuant to Section 7.10 hereof, or to the extent deemed by the Trustees in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section which would:

(i) change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the series or portfolio or which would diminish or eliminate any voting rights of the Participants, except with the vote or
written consent of two-thirds of the Participants entitled to vote thereon;

(ii) Cause any of the investment restrictions contained herein to be less restrictive without the affirmative vote of a majority of the Participants;

(iii) Change the limitations on personal liability of the Participants and Trustees; or

(iv) Change the prohibition of assessments upon Participants.

A certification signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees or a copy of the Indenture, as amended, executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

(b) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the approval of the holders of not less than two-thirds of outstanding Shares, subject to the provisions of Section 2.7 hereof. Upon the termination of the Trust pursuant to this Section 14.1(b), (i) the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Indenture shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees as aforesaid or a copy of the Indenture, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

14.2 Duration. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.
ARTICLE XV – MISCELLANEOUS

15.1 Governing Law. This Indenture is executed by the Signatory Local Governments and delivered in the State of Colorado and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Colorado (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the City and County of Denver, Colorado.

15.2 Counterparts. This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

15.3 Reliance by Third Parties. Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Indenture, or the form of any By-Laws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.

15.4 Provisions in Conflict with Law. The provisions of this Indenture are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Colorado laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture, provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Indenture or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

15.5 Section Headings. Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

15.6 Adoption by Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any Local Government meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt to a Resolution authorizing the execution of this Indenture including, without limitation, adopting or otherwise having in effect a written investment policy consistent with this Indenture and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Indenture or the Permitted Investments list, and (ii) furnishing the Trustees with satisfactory evidence that such
official action has been taken. A copy of this Indenture may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) By joining in or adopting this Indenture, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Indenture and the Permitted Investments list, as each of the same is amended from time to time.

(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the President of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the President of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

IN WITNESS WHEREOF, the Local Governments of the State of Colorado acting in the capacity of Signatory Local Governments of the Trust have executed this Indenture together with the Trustees by the execution of the addenda, which are attached to this Indenture. By the execution of the addenda, the respective Trustees and Signatory Local Governments are intending to adopt and be bound by the terms of this Indenture.
South Metro Fire Rescue

Monthly Financial Reports

For the Month Ending
January 31, 2022
January 2022 Financial Update
Executive Summary

1. Fund balance decreased by $7 million compared to the prior month bringing fund balance to a total of $54.1 million.

2. Through January, the District has collected $1.8 million in property and $756 thousand in specific ownership tax revenue, which reflects 1.42% collection vs. 2.12% at this time last year for property taxes, and 7.08% vs. 9.16% for specific ownership taxes. A total of $7,083 of property taxes have been diverted to TIF in 2022.

3. As of January 31st, the District has expended $11.2 million in the General Fund related to operations or 7.27% of the annual budget not including Capital Project transfers.

4. In January, ambulance number of transports of 2,090 was our highest month ever. The District has made 564 more transports this January than in the same period last year and 577 transports over our expected amount. The District’s net revenue is $393K over budgeted amounts and $459k more than the same period last year.

5. Through January, the District has expended $382.7 thousand or 2.82% of our total budgeted expenditures in the Capital Fund. The schedule of expenditures from the capital projects fund is included on page 12.

6. The bond market environment has caused investment income to be drastically under budget largely due to losses in the value of our portfolios. In January, the District has collected $30k in interest income and had a market loss of $227k bringing our year-to-date actuals under the annual budget by 42%.

7. In January, the District has billed $213 thousand in Plan Review Fees or 11.7% of the total budgeted amount. January was our busiest month since August of 2019.

8. Included at the end of the financial reports:
   a. Schedule of taxes collected by month.
   b. Schedule of capital outlay expenditures.
   d. Definitions to the columns used in the financial reports.
## General Capital Projects Building Rental Self Insured Medical Total Prior Month Variance from Prior Month

### Assets

- **Checking**: $2,863,835 $47,312 $202,567 $121,823 $3,325,537 $3,566,272 $3,566,272 $3,325,537 $3,040,735
- **Money market**: $134,446 - - - $134,446 $166,281 $166,281 $134,446 $31,835
- **Colortrust**: $6,062,849 $5,996,415 $356,419 $1,850,845 $14,266,528 $24,842,831 $24,842,831 $10,576,303 $14,266,528
- **Investments**: $22,032,517 - - - $22,032,517 $22,229,967 $22,229,967 $22,229,967 $197,450
- **Accounts receivable**: $8,246,667 - - - $8,247,758 $6,357,566 $6,357,566 $6,357,566 $1,890,192
- **Interest receivable**: $80,060 - - - $80,060 $82,077 $82,077 $82,077 $(2,017)
- **Prepaids**: $3,121,308 $5,478,754 $4,714 - - $8,604,776 $7,907,082 $7,907,082 $7,907,082 $697,694
- **Inventory**: $1,358,345 - - - - $1,358,345 $1,332,773 $1,332,773 $1,332,773 $25,572

**Total Assets**: $43,900,027 $11,522,481 $563,700 $1,973,759 $57,959,967 $66,701,584 $66,701,584 $8,741,617 $78,033,427

### Liabilities

- **Accounts payable - general**: $2,213,540 $439,126 $179,725 $560,280 $3,392,672 $2,432,893 $2,432,893 $959,779
- **Accounts payable - payroll and benefits**: $311,731 - - - $311,731 $2,702,683 $2,702,683 $(2,390,952)
- **Deferred revenue**: $111,482 - - - $111,482 $123,026 $123,026 $(11,544)

**Total Liabilities**: $2,636,753 $439,126 $179,725 $560,280 $3,815,885 $5,258,602 $5,258,602 $(1,442,717)

### Nonspendable:

- **Prepaid Items**: $3,121,308 $5,478,754 $4,714 - - $8,604,776
- **Inventory**: $1,358,345 - - - - $1,358,345

**Restricted:**

- **TABOR Reserve (3%)**: $4,613,273 - - - - $4,613,273
- **Excise Tax Reserve**: - $727,722 - - $727,722
- **Self Insurance**: - - - $1,413,479 - $1,413,479

**Total Restricted**: $4,613,273 $727,722 $1,413,479 $6,754,474

### Committed:

- **Capital Projects Reserve**: - $4,876,879 - - $4,876,879
- **Operating Reserve (21%)**: $31,788,485 - - - $31,788,485

**Total Committed**: $36,665,364

### Assigned:

- **Building Rental**: - - $379,261 - - $379,261
- **JACC Projects**: $381,863 - - - - $381,863

**Total Assigned**: $761,124

### Unassigned

- - - - - -

**Fund Balances**: $41,263,274 $11,083,355 $383,975 $1,413,479 $54,144,082 $54,144,082

---

**South Metro Fire Rescue**

**Balance Sheet**

**January 31, 2022**

---

**Current Year Subtotals**

**Nonspendable**: $9,963,121

**Restricted**: $6,754,474

**Committed**: $36,665,364

**Assigned**: $761,124

**Unassigned**: -

**Fund Balances**: $54,144,082
### Current Period Actuals
<table>
<thead>
<tr>
<th>Revenues</th>
<th>YTD Actuals</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>% Received</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property tax</td>
<td>$1,787,119</td>
<td>$1,787,119</td>
<td>$123,723,047</td>
<td>1.42%</td>
<td>$2,446,626</td>
<td>$(659,507)</td>
</tr>
<tr>
<td>Specific ownership tax</td>
<td>756,109</td>
<td>756,109</td>
<td>10,686,459</td>
<td>7.08%</td>
<td>790,888</td>
<td>(34,779)</td>
</tr>
<tr>
<td>Ambulance transport services</td>
<td>1,236,289</td>
<td>1,236,289</td>
<td>12,371,288</td>
<td>9.99%</td>
<td>747,384</td>
<td>488,905</td>
</tr>
<tr>
<td>Medicare/medicaid supplemental payment</td>
<td>-</td>
<td>6,377,395</td>
<td>(6,377,395)</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net investment earnings</td>
<td>$(197,004)</td>
<td>400,000</td>
<td>(667,004)</td>
<td>-41.92%</td>
<td>269,537</td>
<td>(466,541)</td>
</tr>
<tr>
<td>Rental income</td>
<td>19,788</td>
<td>19,788</td>
<td>190,171</td>
<td>10.41%</td>
<td>18,295</td>
<td>(1,415)</td>
</tr>
<tr>
<td>Permit / Plan review</td>
<td>213,430</td>
<td>213,430</td>
<td>1,823,500</td>
<td>11.70%</td>
<td>122,065</td>
<td>91,365</td>
</tr>
<tr>
<td>Reimbursements</td>
<td>338,797</td>
<td>338,797</td>
<td>3,546,127</td>
<td>2.99%</td>
<td>65,718</td>
<td>(24,330)</td>
</tr>
<tr>
<td>Dispatch fees</td>
<td>37,438</td>
<td>37,438</td>
<td>121,721</td>
<td>30.76%</td>
<td>3,603</td>
<td>(1,415)</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>15,680</td>
<td>15,680</td>
<td>403,990</td>
<td>3.88%</td>
<td>25,505</td>
<td>(9,825)</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$4,207,646</td>
<td>$4,207,646</td>
<td>$160,278,545</td>
<td>2.63%</td>
<td>$4,522,041</td>
<td>(314,395)</td>
</tr>
</tbody>
</table>

### Expenditures
<table>
<thead>
<tr>
<th>Expenditures</th>
<th>% Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>6.09%</td>
</tr>
<tr>
<td>Overtime - minimum staffing</td>
<td>8.86%</td>
</tr>
<tr>
<td>Overtime - other</td>
<td>2.99%</td>
</tr>
<tr>
<td>Benefits</td>
<td>10.99%</td>
</tr>
<tr>
<td>Supplies</td>
<td>7.27%</td>
</tr>
<tr>
<td>Equipment</td>
<td>1.61%</td>
</tr>
<tr>
<td>Memberships and certifications</td>
<td>8.41%</td>
</tr>
<tr>
<td>Uniforms</td>
<td>5.34%</td>
</tr>
<tr>
<td>Software maintenance</td>
<td>7.27%</td>
</tr>
<tr>
<td>Hardware maintenance</td>
<td>7.89%</td>
</tr>
<tr>
<td>Utilities</td>
<td>4.14%</td>
</tr>
<tr>
<td>Fuel</td>
<td>7.99%</td>
</tr>
<tr>
<td>Fleet supplies</td>
<td>4.78%</td>
</tr>
<tr>
<td>Physicals</td>
<td>0.05%</td>
</tr>
<tr>
<td>Bank and credit card fees</td>
<td>10.53%</td>
</tr>
<tr>
<td>Equipment lease</td>
<td>6.77%</td>
</tr>
<tr>
<td>Vehicle lease</td>
<td>8.35%</td>
</tr>
<tr>
<td>Audit</td>
<td>0.00%</td>
</tr>
<tr>
<td>Legal</td>
<td>6.49%</td>
</tr>
<tr>
<td>Professional services</td>
<td>2.04%</td>
</tr>
<tr>
<td>Insurance</td>
<td>7.23%</td>
</tr>
<tr>
<td>Seminars, conferences and travel</td>
<td>3.80%</td>
</tr>
<tr>
<td>Meeting expense</td>
<td>3.45%</td>
</tr>
<tr>
<td>Repairs and maintenance</td>
<td>6.51%</td>
</tr>
<tr>
<td>Outside rental</td>
<td>1.94%</td>
</tr>
<tr>
<td>Tuition assistance, EAP, and other programs</td>
<td>5.18%</td>
</tr>
<tr>
<td>Treasurer’s fees</td>
<td>1.42%</td>
</tr>
<tr>
<td>Buildings and grounds</td>
<td>0.03%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>7.27%</td>
</tr>
</tbody>
</table>

| South Metro Fire Rescue FPD           |
| Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual |
| General Fund                          |
| For the period ending January 31, 2022 |

<table>
<thead>
<tr>
<th>Current Period Actuals</th>
<th>YTD Actuals</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>% Received</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$11,173,637</td>
<td>$11,173,637</td>
<td>$153,775,761</td>
<td>7.27%</td>
<td>$9,743,609</td>
<td>$(1,480,028)</td>
</tr>
</tbody>
</table>
## South Metro Fire Rescue FPD
### Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
#### General Fund
For the period ending January 31, 2022

<table>
<thead>
<tr>
<th>Current Period Actuals</th>
<th>YTD Actuals</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>[6,965,991]</td>
<td>(6,965,991)</td>
<td>6,502,784</td>
<td>(13,468,775)</td>
<td>(5,221,568)</td>
<td>(1,744,423)</td>
</tr>
</tbody>
</table>

**Excess of Revenues Over (Under) Expenditures**

<table>
<thead>
<tr>
<th>Other Financing Sources (Uses)</th>
<th>Excess of Revenues Over (Under) Expenditures</th>
<th>Other Financing Sources (Uses)</th>
<th>Total Other Financing Sources (Uses)</th>
<th>Net Change in Fund Balances</th>
<th>Fund Balances - Beginning of Year</th>
<th>Fund Balances - End of Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>[6,965,991]</td>
<td>48,229,265</td>
<td>$ 41,263,274</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(6,965,991)</td>
<td>48,229,265</td>
<td>$ 41,263,274</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(8,497,216)</td>
<td>49,541,009</td>
<td>$ 41,043,793</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>[5,382,560]</td>
<td>(1,311,744)</td>
<td>$ 219,481</td>
</tr>
</tbody>
</table>

DRAFT
# South Metro Fire Rescue FPD

## Schedule of Expenditures - Budget to Actual - Salaries and Benefits

### General Fund

**For the period ending January 31, 2022**

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Current Period Actuals</th>
<th>YTD Actuals</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>% Used</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>5,096,833</td>
<td>5,096,833</td>
<td>5,261,350</td>
<td>164,517</td>
<td>83,418,135</td>
<td>78,321,302</td>
<td>6.11%</td>
<td>4,920,160</td>
<td>(176,673)</td>
</tr>
<tr>
<td>Buyouts</td>
<td>118,313</td>
<td>118,313</td>
<td>83,508</td>
<td>(34,805)</td>
<td>2,263,947</td>
<td>2,145,634</td>
<td>5.23%</td>
<td>27,831</td>
<td>(90,482)</td>
</tr>
<tr>
<td>Overtime - minimum staffing</td>
<td>523,513</td>
<td>523,513</td>
<td>396,886</td>
<td>(126,627)</td>
<td>5,159,516</td>
<td>4,636,003</td>
<td>10.15%</td>
<td>86,101</td>
<td>(437,412)</td>
</tr>
<tr>
<td>Overtime - FLSA</td>
<td>-</td>
<td>-</td>
<td>31,449</td>
<td>31,449</td>
<td>750,000</td>
<td>750,000</td>
<td>0.00%</td>
<td>29,244</td>
<td>29,244</td>
</tr>
<tr>
<td>Overtime - Wildland deployment</td>
<td>6,614</td>
<td>6,614</td>
<td>-</td>
<td>(6,614)</td>
<td>825,000</td>
<td>818,386</td>
<td>0.80%</td>
<td>-</td>
<td>(6,614)</td>
</tr>
<tr>
<td>Overtime - USAR deployment &amp; training</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>184,760</td>
<td>184,760</td>
<td>0.00%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Overtime - other</td>
<td>99,532</td>
<td>99,532</td>
<td>195,105</td>
<td>(95,573)</td>
<td>2,536,367</td>
<td>2,436,835</td>
<td>3.92%</td>
<td>81,816</td>
<td>(17,716)</td>
</tr>
<tr>
<td>Benefits</td>
<td>2,406,707</td>
<td>2,406,707</td>
<td>2,332,410</td>
<td>(74,297)</td>
<td>32,991,499</td>
<td>30,584,792</td>
<td>7.29%</td>
<td>1,915,987</td>
<td>(490,720)</td>
</tr>
<tr>
<td>HSA contributions</td>
<td>1,399,500</td>
<td>1,399,500</td>
<td>1,432,498</td>
<td>32,998</td>
<td>1,630,998</td>
<td>231,498</td>
<td>85.81%</td>
<td>1,532,000</td>
<td>132,500</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>9,651,012</td>
<td>9,651,012</td>
<td>9,733,206</td>
<td>82,194</td>
<td>129,760,222</td>
<td>120,109,210</td>
<td>7.44%</td>
<td>8,593,139</td>
<td>(1,057,873)</td>
</tr>
</tbody>
</table>
### South Metro Fire Rescue

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual**  
**Capital Projects Fund**  
**For the period ending January 31, 2022**

#### Revenues

<table>
<thead>
<tr>
<th></th>
<th>Current Period Actuals</th>
<th>YTD Actuals</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>% Received</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Excise tax</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ 480,000</td>
<td>(480,000)</td>
<td>0.00%</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>% Used</th>
<th></th>
<th>% Used</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Buildings and grounds</strong></td>
<td>366,535</td>
<td>366,535</td>
<td>8,099,825</td>
<td>7,733,290</td>
</tr>
<tr>
<td><strong>Vehicles and apparatus</strong></td>
<td>-</td>
<td>-</td>
<td>5,386,499</td>
<td>5,386,499</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td>16,159</td>
<td>16,159</td>
<td>106,311</td>
<td>90,152</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>382,694</td>
<td>382,694</td>
<td>13,592,635</td>
<td>13,209,941</td>
</tr>
<tr>
<td><strong>Excess of Revenues Over (Under) Expenditures</strong></td>
<td>(382,694)</td>
<td>(382,694)</td>
<td>(13,112,635)</td>
<td>12,729,941</td>
</tr>
</tbody>
</table>

#### Other Financing Sources (Uses)

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transfers from other funds</strong></td>
<td>-</td>
<td>-</td>
<td>15,000,000</td>
<td>(15,000,000)</td>
</tr>
<tr>
<td><strong>Sale of assets</strong></td>
<td>-</td>
<td>-</td>
<td>1,635,000</td>
<td>(1,635,000)</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources (Uses)</strong></td>
<td>-</td>
<td>-</td>
<td>16,635,000</td>
<td>(16,635,000)</td>
</tr>
</tbody>
</table>

#### Net Change in Fund Balances

|                      | (382,694) | (382,694) | 3,522,365   | (3,905,059)   |            | (382,694)     |

#### Fund Balances - Beginning of Year

|                      | 11,466,049| 10,847,459| 618,590     |            |            |              |

#### Fund Balances - End of Year

|                      | 11,083,355| 14,369,824| (3,286,469) |            |            |              |
**South Metro Fire Rescue**  
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual  
Building Rental Fund  
For the period ending January 31, 2022

<table>
<thead>
<tr>
<th>Current Period Actuals</th>
<th>YTD Actuals</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>% Received</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental income</td>
<td>$62,882</td>
<td>$62,882</td>
<td>$757,138</td>
<td>$(694,256)</td>
<td>8.31%</td>
<td>$74,003</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$62,882</td>
<td>$62,882</td>
<td>$757,138</td>
<td>$(694,256)</td>
<td>8.31%</td>
<td>$76,009</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>284</td>
<td>284</td>
<td>29,771</td>
<td>29,487</td>
<td>0.95%</td>
<td>-</td>
</tr>
<tr>
<td>Utilities</td>
<td>22,642</td>
<td>22,642</td>
<td>272,823</td>
<td>250,181</td>
<td>8.30%</td>
<td>19,591</td>
</tr>
<tr>
<td>Professional services</td>
<td>-</td>
<td>-</td>
<td>5,000</td>
<td>5,000</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>Routine maintenance</td>
<td>4,716</td>
<td>4,716</td>
<td>130,114</td>
<td>125,398</td>
<td>3.62%</td>
<td>7,786</td>
</tr>
<tr>
<td>Outside services</td>
<td>9,145</td>
<td>9,145</td>
<td>116,444</td>
<td>107,299</td>
<td>7.85%</td>
<td>8,845</td>
</tr>
<tr>
<td>Outside repairs</td>
<td>2,215</td>
<td>2,215</td>
<td>93,150</td>
<td>90,935</td>
<td>2.38%</td>
<td>2,215</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,578</td>
<td>5,578</td>
<td>10,100</td>
<td>10,100</td>
<td>55.23%</td>
<td>5,608</td>
</tr>
<tr>
<td>Building and grounds</td>
<td>-</td>
<td>-</td>
<td>69,875</td>
<td>69,875</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>44,580</td>
<td>44,580</td>
<td>727,277</td>
<td>682,697</td>
<td>6.13%</td>
<td>42,340</td>
</tr>
<tr>
<td><strong>Net Change in Fund Balances</strong></td>
<td>18,302</td>
<td>18,302</td>
<td>29,861</td>
<td>$(11,559)</td>
<td>33,669</td>
<td>($10,887)</td>
</tr>
<tr>
<td><strong>Fund Balances - Beginning of Year</strong></td>
<td>365,673</td>
<td>405,595</td>
<td>(39,922)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balances - End of Year</strong></td>
<td>$383,975</td>
<td>$435,456</td>
<td>$(51,481)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## South Metro Fire Rescue FPD
### Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual
#### Self-Insured Medical Fund
For the period ending January 31, 2022

<table>
<thead>
<tr>
<th></th>
<th>Current Period Actuals</th>
<th>YTD Actuals</th>
<th>Annual Budget</th>
<th>Annual Variance</th>
<th>% Received</th>
<th>PY Actual YTD</th>
<th>Variance CY to PY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premiums</td>
<td>$1,168,086</td>
<td>$1,168,086</td>
<td>$14,148,627</td>
<td>($12,980,541)</td>
<td>8.26%</td>
<td>$1,109,118</td>
<td>$58,968</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>1,866</td>
<td>1,866</td>
<td>500,000</td>
<td>(598,134)</td>
<td>0.00%</td>
<td>-</td>
<td>1,866</td>
</tr>
<tr>
<td>Stop loss refunds</td>
<td>-</td>
<td>-</td>
<td>50,000</td>
<td>(50,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net investment earnings</td>
<td>97</td>
<td>97</td>
<td>500</td>
<td>(403)</td>
<td>19.40%</td>
<td>47</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$1,170,049</td>
<td>$1,170,049</td>
<td>$14,799,127</td>
<td>($13,629,078)</td>
<td>7.91%</td>
<td>$1,109,165</td>
<td>$60,884</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical payments</td>
<td>$1,047,753</td>
<td>$1,047,753</td>
<td>$12,559,619</td>
<td>$11,511,866</td>
<td>8.34%</td>
<td>$185,457</td>
<td>($862,296)</td>
</tr>
<tr>
<td>Stop loss insurance / admin fees</td>
<td>90,803</td>
<td>90,803</td>
<td>1,120,381</td>
<td>1,029,578</td>
<td>8.10%</td>
<td>47,555</td>
<td>(43,248)</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$1,138,556</td>
<td>$1,138,556</td>
<td>$13,680,000</td>
<td>$12,541,444</td>
<td>8.32%</td>
<td>$233,012</td>
<td>($905,544)</td>
</tr>
<tr>
<td><strong>Excess of Revenues Over (Under) Expenditures</strong></td>
<td>31,493</td>
<td>31,493</td>
<td>1,119,127</td>
<td>($1,087,634)</td>
<td>876,153</td>
<td>966,428</td>
<td></td>
</tr>
<tr>
<td><strong>Net Change in Fund Balances</strong></td>
<td>31,493</td>
<td>31,493</td>
<td>1,119,127</td>
<td>($1,087,634)</td>
<td>876,153</td>
<td>966,428</td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balances - Beginning of Year</strong></td>
<td>1,381,986</td>
<td>1,239,669</td>
<td>142,317</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balances - End of Year</strong></td>
<td>$1,413,479</td>
<td>$2,358,796</td>
<td>($945,317)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## South Metro Fire Rescue
### Capital Details
1/31/2022

### Buildings and Grounds - General Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mineral HQ - Aluminum Blinds</td>
<td>$210</td>
</tr>
<tr>
<td><strong>Total Buildings and Grounds</strong></td>
<td><strong>210</strong></td>
</tr>
</tbody>
</table>

### Buildings and Grounds - Capital Projects Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station 34 - Concrete repairs</td>
<td>$4,500</td>
</tr>
<tr>
<td>Station 14 - Roof remodel</td>
<td>$1,875</td>
</tr>
<tr>
<td>Station 15 - Roof remodel</td>
<td>$2,478</td>
</tr>
<tr>
<td>Station 41 - Restroom remodel</td>
<td>$47,076</td>
</tr>
<tr>
<td>JSF - Locker room remodel</td>
<td>$118,302</td>
</tr>
<tr>
<td>TJTC - Buy out Englewood portion of TJTC</td>
<td>$192,304</td>
</tr>
<tr>
<td><strong>Total Buildings and Grounds</strong></td>
<td><strong>366,535</strong></td>
</tr>
</tbody>
</table>

### Equipment Lease - Capital Projects Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance pram lease</td>
<td>$8,859</td>
</tr>
<tr>
<td>Royal Restrooms rental</td>
<td>$7,300</td>
</tr>
<tr>
<td><strong>Total Equipment</strong></td>
<td><strong>16,159</strong></td>
</tr>
</tbody>
</table>

**Total Capital Purchases**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$382,904</strong></td>
</tr>
</tbody>
</table>

*Current period expenses.*
## Schedule of Property Tax Collections
**Arapahoe, Douglas, and Jefferson Counties**
2022

<table>
<thead>
<tr>
<th>Month</th>
<th>Current Year</th>
<th>PY Adj</th>
<th>TIF</th>
<th>Interest</th>
<th>Specific Ownership</th>
<th>Treasurer's Fee</th>
<th>2022 Total</th>
<th>Percent Collected</th>
<th>2021 Collections</th>
<th>Percent Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1,797,993</td>
<td>(3,791)</td>
<td>(7,083)</td>
<td>311</td>
<td>756,109</td>
<td>(26,807)</td>
<td>2,516,732</td>
<td>1.87%</td>
<td>3,196,435</td>
<td>2.61%</td>
</tr>
<tr>
<td>February</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>March</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>April</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>May</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>June</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>July</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>August</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>September</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>October</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>November</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>December</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,797,993</td>
<td>(3,791)</td>
<td>(7,083)</td>
<td>311</td>
<td>756,109</td>
<td>(26,807)</td>
<td>2,516,732</td>
<td>1.87%</td>
<td>122,360,471</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>sum of all Property Tax sub categories =</strong></td>
<td>1,787,119</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Budget</strong></td>
<td>126,553,201</td>
<td>-</td>
<td>(830,154)</td>
<td>30,000</td>
<td>10,686,459</td>
<td>(1,885,846)</td>
<td>134,553,660</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

## Schedule of TIF Diverted By County
2022

<table>
<thead>
<tr>
<th>Month</th>
<th>Arapahoe County</th>
<th>Douglas County</th>
<th>2021 Total TIF</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>-</td>
<td>(7,083)</td>
<td>(7,083)</td>
</tr>
<tr>
<td>February</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>March</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>April</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>May</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>June</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>July</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>August</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>September</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>October</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>November</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>December</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>-</td>
<td>(7,083)</td>
<td>(7,083)</td>
</tr>
</tbody>
</table>

---

## South Metro Fire Rescue Excise Tax Collections
2022

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>-</td>
</tr>
<tr>
<td>Q2</td>
<td>-</td>
</tr>
<tr>
<td>Q3</td>
<td>-</td>
</tr>
<tr>
<td>Q4</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>17,761.00</td>
</tr>
<tr>
<td>2020</td>
<td>347,055.96</td>
</tr>
<tr>
<td>2021</td>
<td>577,987.65</td>
</tr>
<tr>
<td><strong>Grand total</strong></td>
<td>925,043.61</td>
</tr>
</tbody>
</table>

---

DRAFT
South Metro Fire Rescue
Capital Details
1/31/2022

**Buildings and Grounds - General Fund**
- Mineral HQ - Aluminum Blinds $210
- Total Buildings and Grounds $210

**Buildings and Grounds - Capital Projects Fund**
- Station 34 - Concrete repairs $4,500
- Station 14 - Roof remodel $1,875
- Station 15 - Roof remodel $2,478
- Station 41 - Restroom remodel $47,076
- JSF - Locker room remodel $118,302
- TJTC - Buy out Englewood portion of TJTC $192,304
- Total Buildings and Grounds $366,535

**Equipment Lease - Capital Projects Fund**
- Ambulance pram lease $8,859
- Royal Restrooms rental $7,300
- Total Equipment $16,159

**Total Capital Purchases**
- $382,904
## South Metro Fire Rescue
### Budget Worksheet

**Department(s): Operations**  
**Fund(s): General Fund**  
**Program/Location: COVID-19**

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>2020 YTD Actual</th>
<th>2021 YTD Actual</th>
<th>2022 YTD Actual</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4700</td>
<td>Contributions/Donations</td>
<td>(501,731)</td>
<td>(690)</td>
<td>(50,000)</td>
<td>(552,421)</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>(501,731)</strong></td>
<td><strong>(690)</strong></td>
<td><strong>(50,000)</strong></td>
<td><strong>(552,421)</strong></td>
</tr>
<tr>
<td>5000</td>
<td>Salaries</td>
<td>-</td>
<td>168</td>
<td>675</td>
<td>843</td>
</tr>
<tr>
<td>5200</td>
<td>Minimum Staffing</td>
<td>866,403</td>
<td>53,836</td>
<td>2,028</td>
<td>922,267</td>
</tr>
<tr>
<td>5400</td>
<td>Project/Meeting OT</td>
<td>13,299</td>
<td>6,284</td>
<td>357</td>
<td>19,939</td>
</tr>
<tr>
<td></td>
<td><strong>Salary and Benefit Sub-total</strong></td>
<td><strong>879,701</strong></td>
<td><strong>60,287</strong></td>
<td><strong>3,060</strong></td>
<td><strong>943,049</strong></td>
</tr>
<tr>
<td>7000</td>
<td>Supplies</td>
<td>248,486</td>
<td>17,412</td>
<td>3,270</td>
<td>269,169</td>
</tr>
<tr>
<td>7100</td>
<td>Equipment</td>
<td>17,346</td>
<td>1,828</td>
<td>6,072</td>
<td>25,246</td>
</tr>
<tr>
<td>8125</td>
<td>Accounting/Auditing</td>
<td>-</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>8175</td>
<td>Professional Services</td>
<td>21,315</td>
<td>26,100</td>
<td>-</td>
<td>47,415</td>
</tr>
<tr>
<td>8250</td>
<td>Travel/Lodging</td>
<td>5,995</td>
<td>-</td>
<td>-</td>
<td>5,995</td>
</tr>
<tr>
<td>8300</td>
<td>Business/Meeting Expense</td>
<td>1,522</td>
<td>531</td>
<td>-</td>
<td>2,053</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-total</strong></td>
<td><strong>294,664</strong></td>
<td><strong>55,871</strong></td>
<td><strong>9,342</strong></td>
<td><strong>359,877</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total expenditures</strong></td>
<td><strong>1,174,365</strong></td>
<td><strong>116,159</strong></td>
<td><strong>12,402</strong></td>
<td><strong>1,302,926</strong></td>
</tr>
</tbody>
</table>
South Metro Fire Rescue
Population and Demographics 2022

**GEOGRAPHY**
- Total Service Area (sq mi): 285
- Contract Area (sq mi): 7
- Legal Area (sq mi): 278

**POPULATION DENSITY**
- Urban population, 104 sq mi: 441,000
- Suburban population, 53 sq mi: 88,000
- Rural population, 129 sq mi: 26,000

**POPULATION**
- 2021 Total Population: 555,000
- Estimated 2026 Total Population: 585,000

**HOUSEHOLDS**
- Households: 210,000
- Average Household Size: 2.6
- Median Household Income: $112,593
- Median Home Value: $508,195
- Households Below the Poverty Level (2019): 5%

**EDUCATION**
- No High School Diploma: 2%
- High School Diploma: 10%
- Some College: 25%
- Bachelor's/Grad/Prof Degree: 61%

**GENDER/AGE**
- Median Age: 39
- Female Population: 51%
- Male Population: 49%
- Age <18: 24%
- Age 18-64: 61%
- 65+: 14%

**DIVERSITY**
- White Population: 85%
- Hispanic Population: 10%
- Asian Population: 7%
- Black Population: 4%
- Other Race Population: 2%
- American Indian Population: 0%
- Pacific Islander Population: 0%

Email Strategic Services with any questions
Kim McAndrews at kim.mcandrews@southmetro.org or
Scot Swindall at scot.swindall@southmetro.org
2021 data

This infographic contains data provided by American Community Survey (ACS), Esri, GfK MRI, and Data Axle.
The vintage of the data is 2015-2019, 2021, 2026.
A, B, C Shift Performance from 2/1/2022 to 2/28/2022

Received to Queue 95th PCTL: 45.0
Queue to Assign 95th PCTL: 28.0
Dispatch Time 95th PCTL: 54.0

Number of Calls: 4,029

Number of Calls by Hour

(CAD to CAD Calls) (MetCom Calls)

Hour of Call

SOUTH METRO FIRE RESCUE
Dear Fire Department,

Thank you for the patch. I have added it to my collection. I apologize for my delayed response, but the response from yours and other Fire Departments has been tremendously fruitful. All the patches I have received are works of art in their own right. They will all be made into a quilt.

Thank you very much for the additions to my collection. I have received over 100 patches since starting in 2021. Thank you again for your service to your community.

Sincerely,

[Signature]

Colin Olenick
17655 W 111th Place
Olathe, KS 66061
Retired Firefighters Association of Denver

Dear Chief Baker,

As you may be aware, we have an antique fire truck, E-04, that serves as a hearse for our departed members. On Friday, February 4th, we had a funeral to attend and the roads were still sloppy from a recent snow. The crew at Station 12, with Capt. Amend, allowed us to bring E-04 into the firehouse and helped us wash the rig so it looked its best for the funeral. This is not the first time South Metro has helped us out. The fire service is unique in its camaraderie and we wanted to make sure you were aware of the extra effort your firefighters showed on that day. We are profoundly grateful for their willingness to help.

With Respect,
Retired Firefighters Association of Denver
Don Baldwin, President