ELK CREEK FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
Tuesday, December 2nd, 2026 @ 18:00 hrs
Via Zoom and In Person

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Additions or Deletions to, and Approval of the Agenda
4. New Business
    a. Review and Consider Adoption of the Annual Administrative Resolution (enclosure)
    b. Review and Consider Adoption of Resolution to Adopt 2027 Budget, Appropriate Sums of Money, and Set Mill Levies (enclosure)
    c. Consider Approval and Authorization to Execute and File the DLG-70 Certification of Tax Levies for 2027 with Jefferson and Park Counties
    d. Review and Consider Adoption of the Resolution Calling for the 2027 Regular District Election and Appointing A Designated Election Official (enclosure)
    e. Review and Ratify the Election Management Services Agreement (enclosure)
    f. Discussion and Possible Action Regarding: Director Newby's Request for Independent Investigation Regarding the November 3, 2026 Budget Work Session (enclosure)
5. Old Business
    a. Review and Consider Adoption of the Resolution Concerning the Adoption of the 2027-2029 Collective Bargaining Agreement (to be distributed electronically)
6. Adjournment

ELK CREEK FIRE PROTECTION DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2027)

WHEREAS, Elk Creek Fire Protection District (the "District") is a duly organized and existing special district and political subdivision of the State of Colorado pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the Board of Directors (the "Board") of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its staff and consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs the District's Fire Chief to cause an accurate map of the District's boundaries to be prepared in accordance with the standards specified by the Division of Local Government ("Division") and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District's accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) cause the audit to be filed with the State Auditor by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and §§ 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31 in accordance with § 29-1-604, C.R.S.

3. The Board directs the District's accountant to submit a proposed budget to the Board by October 15 and prepare the final budget and budget message, including any amendments thereto, if necessary. The Board also directs the District's accountant to perform the property tax limit calculation, if required by §§ 29-1-306, et seq., C.R.S., and to inform the Board of the result of such calculation. The Board directs the District's Fire Chief to ensure that the public hearing on the proposed 2028 budget is held at the November 18, 2027 regular Board meeting at 6:00 p.m., and that required notices are posted or published. The Fire Chief shall ensure that hearings on budget amendments are scheduled and noticed as applicable. The Board directs legal counsel to prepare all budget resolutions. The Board directs the District's Fire Chief to file the budget, budget resolution, and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, et seq., C.R.S.

4. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's Fire Chief, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs legal counsel to prepare all budget amendment resolutions. The Board directs the District's Fire Chief to schedule a public hearing on a proposed budget amendment and post or publish notices thereof in accordance with § 29-1-106, C.R.S. The Board directs the District's Fire Chief to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, et seq., C.R.S.

5. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13- 110, C.R.S.

6. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with § 39-5-128, C.R.S.

7. The Board directs that all legal notices shall be published in accordance with § 32- 1-103(15), C.R.S.

8. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

9. The Board hereby appoints the District's District Administrator as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with §§ 24-72- 202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, District Administrator, Fire Chief, and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

10. The Board directs the District's Fire Chief to ensure that notice is posted for all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates https://elkcreekfpd.colorado.gov/ as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, Elk Creek Fire Station 1, 11993 Blackfoot Road, Conifer, Colorado as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District's Fire Chief to ensure that the website address set forth above is provided to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32- 116, C.R.S.

11. The Board determines to hold regular meetings on the fourth Thursday of odd-numbered months, except November, when the meeting shall be held on the third Thursday, at 6:00 p.m., in person at Elk Creek Fire Station 1, 11993 Blackfoot Road, Conifer, Colorado, and electronically via Zoom. The regular meeting dates for 2027 are January 28, March 25, May 27, July 22, September 23, and November 18. All notices of meetings shall designate the physical location and the means by which members of the public may attend electronically, including the Zoom link or conference information.

12. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

13. The Board directs the District's Fire Chief to ensure that the District's website is maintained in compliance with state and federal requirements and that such documents and information required by § 32-1-104.5, C.R.S., and other applicable laws, rules and regulations, are made available to the public on the District's website.

14. The method of conducting each regular or special election of the District shall be established by separate election resolution adopted by the Board, in accordance with applicable Election Laws.

15. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby confirms the appointment of Sarah E. E. Shepherd of Circuit Rider as the Designated Election Official (the "DEO") for the 2027 regular election, pursuant to the separate election resolution, and authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation in accordance with § 1-13.5-513, C.R.S.

16. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District.

17. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, John Chmil of Lyons Gaddis, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

18. The Board directs the District's Fire Chief to ensure that proposals and/or renewals are obtained for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, et seq., C.R.S. The Board directs the District's Fire Chief to ensure that the District's property schedule is reviewed and updated as needed, and no less than annually. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints the District's Fire Chief to ensure designation of the proxy for the SDA Annual meeting for voting and quorum purposes.

19. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Fire Chief to obtain workers' compensation coverage for the District.

20. The Board hereby directs the District's Fire Chief to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: https://elkcreekfpd.colorado.gov/.

21. If applicable, the Board hereby directs legal counsel to prepare and record with the applicable County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

22. In accordance with § 38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

23. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

ADOPTED this _____ day of _____, 2026.

ELK CREEK FIRE PROTECTION DISTRICT

By: _____
Dominique Devaney, President

ATTEST:

_____
Kathleen Noonan, Secretary

ELK CREEK FIRE PROTECTION DISTRICT

RESOLUTION TO SET MILL LEVIES

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE 2027 TAX YEAR TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE ELK CREEK FIRE PROTECTION DISTRICT, FOR THE 2027 BUDGET YEAR.

WHEREAS, on December 2, 2026 the Board of Directors ("Board") of the Elk Creek Fire Protection District ("District") adopted the District's annual budget in accordance with the Local Government Budget Law;

WHEREAS, the amount of money necessary to balance the District's budget for the General Fund and Capital Projects Fund is $7,973,807, which includes a Mill Levy amount of $4,657,872;

WHEREAS, the amount of money necessary to balance the budget for the District's budget for the Debt Service Fund is $0; and,

WHEREAS, the valuation for assessment for the District as recently certified by the County Assessor(s) is $372,629,784;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELK CREEK FIRE PROTECTION DISTRICT, THAT:

Section 1. For the purpose of meeting all general operating expenses of the District during the District's 2027 budget year, there is hereby levied a tax of 12.5 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the previous year (tax year).

Section 2. The District's Secretary is hereby authorized and directed to certify to the County Commissioners of Jefferson and Park Counties, Colorado, the mill levies for the District as hereinabove determined and set, and to execute such form or forms as may be required by the County Commissioners for such purposes; provided, however, that in the event that the final notice of assessed valuation will cause an adjustment to such mill levy in order to raise the amounts stated to balance the District's budget, the District's Budget Officer is authorized to make such adjustment based upon the final assessed valuations received from the County Assessors. In no event shall such adjustments result in any unauthorized non-voter approved increase in the mill levy.

ADOPTED: _____, 2026.

ELK CREEK FIRE PROTECTION DISTRICT

By: _____
Dominique Devaney, President

ATTEST:

_____
Kathleen Noonan, Secretary

ELK CREEK FIRE PROTECTION DISTRICT
A COMBINED RESOLUTION CONCERNING THE ADOPTION OF A BUDGET AND APPROPRIATION OF FUNDS FOR FISCAL YEAR 2027

A. A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING THE BUDGET FOR THE ELK CREEK FIRE PROTECTION DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2027 AND ENDING ON THE LAST DAY OF DECEMBER 2027.

WHEREAS, the Board of Directors of the Elk Creek Fire Protection District (District) has appointed the District's Budget Officer and Budget Committee to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the District's Budget Officer and Budget Committee submitted a proposed budget to this governing body on or before October 15, 2026, for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 19, 2026 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditure, like increases were added to the revenues or planned to be expended from reserves so that the budgets remain in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELK CREEK FIRE PROTECTION DISTRICT, THAT:

Section 1. The budget as submitted, and summarized by fund, is approved and adopted as the budget of the District for the year stated above.

Section 2. The budget hereby approved and adopted shall be signed by the President and Secretary and made a part of the public records of the District.

B. A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW FOR THE ELK CREEK FIRE PROTECTION DISTRICT FOR THE 2027 BUDGET YEAR.

WHEREAS, the Board of Directors of the District ("Board") has adopted the District's annual budget in accordance with the Local Government Budget Law; and

WHEREAS, the Board has made provision therein for revenues in an amount equal to, or greater than, the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary, to appropriate the revenues and reserves provided in the budgets to and for the purposes described below, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELK CREEK FIRE PROTECTION DISTRICT, THAT:

The following sums are hereby appropriated from the revenue of each Fund, to each Fund, for the purposes stated:

General Fund:

Current Operating Expenses	$ 7,973,807
Other Expenditures	$ 0
Capital Projects	$ 536,000
Debt Service	$ 0

ADOPTED AND APPROVED this ___ day of _____, 2026.

ELK CREEK FIRE PROTECTION DISTRICT

By: _____
Dominique Devaney, President

ATTEST:

_____
Kathleen Noonan, Secretary

CERTIFICATION OF 2027 BUDGET

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Elk Creek Fire Protection District, for the budget year ending December 31, 2027, as adopted on December 2, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand as President of the Elk Creek Fire Protection District in Jefferson County, Colorado, this 2nd day of December, 2026.

_____

Dominique Devnaey, President

ELK CREEK FIRE PROTECTION DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2027

ELK CREEK FIRE PROTECTION DISTRICT
2027 BUDGET
WITH 2025 ACTUAL
AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
BEGINNING FUND BALANCES	$ 8,210,983	$ 7,892,341	$ 9,093,541	$ 9,093,542	$ 10,045,387
REVENUES					
Tax Revenue					
Property Taxes	4,483,341	4,761,573	4,536,280	4,714,816	$4,662,189
Specific Ownership Taxes	321,272	275,000	143,564	287,128	282,006
Subtotal Tax Revenue	4,804,613	5,036,573	4,679,844	5,001,944	4,944,195
Non-Tax Revenue					
Net Ambulance Billings	837,789	500,000	227,579	455,158	500,000
CRRF Wildfire Reimbursements	1,156,883	1,461,582	31,778	1,461,582	1,561,582
Grants	642,660	-	270,074	270,074	50,000
Interest Income	368,953	382,000	79,539	159,078	100,000
Lease Revenue	68,224	60,000	16,100	32,200	60,000
IGA Reimbursements	304,009	96,000	67,768	135,536	71,000
Home Assessments	6,645	7,000	1,445	2,890	1,500
Permit Fees	6,245	5,000	2,522	5,044	4,100
Impact Fees	-	-	-	-	5,000
Donations	5,290	15,000	2,688	5,376	5,000
Mitigation Revenue	-	200,000	191,788	200,000	60,000
Revenue - Other	381,589	-	25	25	15,000
Subtotal Non-Tax Revenue	3,778,287	2,726,582	891,306	2,726,963	2,433,182
Total revenues	8,582,900	7,763,155	5,571,150	7,728,907	7,377,377
Total funds available	16,793,883	15,655,496	14,664,691	16,822,449	17,422,764
EXPENDITURES					
Administration	1,397,176	1,602,075	731,537	1,476,774	1,695,009
Facilities	126,568	132,737	65,035	130,070	155,244
Training	244,330	264,812	126,957	253,914	260,798
Emergency Medical and Fire Services	2,283,387	3,161,834	923,193	1,832,686	2,480,588
Fire Prevention	3,503	192,992	70,470	140,940	223,756
Out of District	1,113,449	1,124,294	534,787	1,069,574	1,177,757
Wildland	1,557,139	963,380	573,969	950,156	1,138,138
Fleet	387,116	482,985	188,289	376,578	582,378
Capital	587,673	-	546,370	546,370	536,000
Total expenditures	7,700,341	7,925,109	3,760,607	6,777,062	8,249,668
Total expenditures and transfers out requiring appropriation	7,700,341	7,925,109	3,760,607	6,777,062	8,249,668
ENDING FUND BALANCES	$ 9,093,542	$ 7,730,387	$ 10,904,084	$ 10,045,387	$ 9,173,096
EMERGENCY RESERVE	$ 257,500	$ 232,900	$ 167,200	$ 231,900	$ 221,400
BOARD DESIGNATED RESERVES	100,000	100,000	100,000	100,000	100,000
CAPITAL RESERVE FUND	3,450,000	2,668,000	2,668,000	2,668,000	1,605,500
UNRESTRICTED RESERVES	5,286,042	4,729,487	7,968,884	7,045,487	7,246,196
TOTAL RESERVE	$ 9,093,542	$ 7,730,387	$ 10,904,084	$ 10,045,387	$ 9,173,096

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT

PROPERTY TAX SUMMARY INFORMATION
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
ASSESSED VALUATION - Jefferson County					
Residential	$ 258,287,517	$ 267,024,890	$ 267,024,890	$ 267,024,890	$ 268,447,240
Commercial	33,034,493	33,804,728	33,804,728	33,804,728	31,197,731
Industrial	598,770	702,349	702,349	702,349	676,336
Agricultural	882,593	810,324	810,324	810,324	567,581
State assessed	356,669	311,298	311,298	311,298	159,239
Vacant land	23,153,205	26,841,874	26,841,874	26,841,874	24,180,131
Personal property	9,982,557	8,986,367	8,986,367	8,986,367	6,876,955
Natural Resources	1,479	1,432	1,432	1,432	1,378
Certified Assessed Value	$ 326,297,283	$ 338,483,262	$ 338,483,262	$ 338,483,262	$ 332,106,591
MILL LEVY					
General	12.500	12.500	12.500	12.500	12.500
Refund and abatements	0.040	0.027	0.027	0.027	0.013
Total mill levy	12.540	12.527	12.527	12.527	12.513
PROPERTY TAXES					
General	$ 4,078,716	$ 4,231,041	$ 4,231,041	$ 4,231,041	$ 4,151,332
Refund and abatements	13,052	9,139	9,139	9,139	4,317
Levied property taxes	4,091,768	4,240,180	4,240,180	4,240,180	4,155,649
Adjustments to actual/rounding	(97,466)	42,343	(160,350)	-	-
Refunds and abatements	-	-	-	(4,415)	-
Budgeted property taxes	$ 3,994,302	$ 4,282,523	$ 4,079,830	$ 4,235,765	$ 4,155,649
ASSESSED VALUATION - Park County					
Other	$ 39,121,565	$ 38,241,465	$ 38,241,465	$ 38,241,465	$ 40,523,193
Certified Assessed Value	$ 39,121,565	$ 38,241,465	$ 38,241,465	$ 38,241,465	$ 40,523,193
MILL LEVY					
General	12.500	12.500	12.500	12.500	12.500
Refund and abatements	0.027	0.027	0.027	0.027	0.000
Total mill levy	12.527	12.527	12.527	12.527	12.500
PROPERTY TAXES					
General	$ 489,020	$ 478,018	$ 478,018	$ 478,018	$ 506,540
Refund and abatements	1,056	1,033	1,033	1,033	-
Levied property taxes	490,076	479,051	479,051	479,051	506,540
Adjustments to actual/rounding	(1,037)	(1)	(22,601)	-	-
Budgeted property taxes	$ 489,039	$ 479,050	$ 456,450	$ 479,051	$ 506,540
BUDGETED PROPERTY TAXES					
General	**$ 4,483,341**	**$ 4,761,573**	**$ 4,536,280**	**$ 4,714,816**	**$ 4,662,189**
	$ 4,483,341	**$ 4,761,573**	**$ 4,536,280**	**$ 4,714,816**	**$ 4,662,189**

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
ADMINISTRATION
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Administration					
Salary and Wage Expense	5,244	512,855	231,102	462,204	468,286
Salary and Wage Expense OT	-	26,738	-	-	24,398
Payroll Taxes	274	10,577	7,366	14,732	9,946
Benefits	82	248,924	77,022	154,044	209,686
Administration Expenses	-	206,802	94,524	189,048	10,000
IT	-	-	-	-	40,000
Legal	-	-	-	-	81,150
Accounting	-	-	-	-	100,000
Audit	-	-	-	-	10,000
Awards/Recognition	-	3,308	837	1,674	3,000
Services/Fees	-	83,738	68,106	136,212	-
County Treasurer's Fees	-	-	-	-	69,933
Insurance	-	253,200	124,628	249,256	265,000
Meeting Expenses	-	5,250	1,373	2,746	5,000
Computer Equipment	-	5,000	1,046	2,092	5,000
Software	-	93,133	39,070	78,140	80,000
Conference/Seminars	-	1,738	40	80	1,500
Membership/Reg/Subscr	-	5,513	5,654	11,308	10,000
Elections	-	5,038	-	-	25,000
Furniture	-	3,859	677	1,354	3,000
Supplies	-	8,103	3,481	6,962	6,000
Health/Wellness	-	105,800	66,632	133,264	-
Training	-	1,000	252	504	3,000
Repairs/Maintenance	-	551	-	-	-
Honor Guard	-	-	-	13,700	6,500
Telephone/Cell	-	16,538	8,571	17,142	15,000
Leases	-	4,410	1,156	2,312	8,961
Unassigned from Old System	1,391,576	-	-	-	-
Subtotal Administration	1,397,176	1,602,075	731,537	1,476,774	1,460,360
Operational Communications					
Dispatch	-	-	-	-	51,497
JCMARS	-	-	-	-	18,152
Communications	-	-	-	-	65,000
Subtotal Operational Communications	-	-	-	-	134,649
Health and Wellness Mental					
Health	-	-	-	-	30,000
Physical Fitness	-	-	-	-	15,000
Wellness Exams	-	-	-	-	55,000
Subtotal Health and Wellness	-	-	-	-	100,000
Total Administration expenditures	1,397,176	1,602,075	731,537	1,476,774	1,695,009

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
FACILTIES
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Station 1					
Services/Fees	-	1,136	-	-	-
Supplies	-	4,000	1,297	2,594	8,000
Repairs/Maintenance	-	15,000	10,624	21,248	35,000
Telephone/Cell	-	5,670	1,685	3,370	1,200
Utilities	-	24,870	10,125	20,250	25,250
Facilities	6,948	26,171	19,165	38,330	-
Facilities Testing	-	-	-	-	2,500
Unassigned from Old System	119,620	-	-	-	-
Subtotal Station 1	126,568	76,847	42,896	85,792	71,950
Station 2					
Services/Fees	-	401	-	-	650
Supplies	-	500	34	68	4,500
Repairs/Maintenance	-	500	599	1,198	10,000
Telephone/Cell	-	3,308	1,195	2,390	5,670
Utilities	-	9,371	848	1,696	24,870
Facilities	-	11,758	6,080	12,160	-
Facilities Testing	-	-	-	-	2,000
Subtotal Station 2	-	25,838	8,756	17,512	47,690
Station 3					
Services/Fees	-	401	-	-	650
Repairs/Maintenance	-	600	430	860	5,000
Telephone/Cell	-	1,628	522	1,044	1,200
Utilities	-	13,283	5,864	11,728	9,371
Facilities	-	5,050	3,127	6,254	-
Facilities Testing	-	-	-	-	2,500
Subtotal Station 3	-	20,962	9,943	19,886	18,721
Station 4					
Services/Fees	-	401	-	-	-
Repairs/Maintenance	-	1,000	975	1,950	2,100
Telephone/Cell	-	1,628	507	1,014	1,000
Utilities	-	4,961	1,410	2,820	13,283
Facilities	-	1,100	548	1,096	-
Facilities Testing	-	-	-	-	500
Subtotal Station 4	-	9,090	3,440	6,880	16,883
Total Facilties expenditures	126,568	132,737	65,035	130,070	155,244

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION
DISTRICT TRAINING
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Training					
Salary and Wage Expense	1,501	116,026	58,674	117,348	107,488
Salary and Wage Expense OT	-	25,471	5,487	10,974	5,600
Payroll Taxes	53	1,914	1,474	2,948	1,774
Benefits	625	46,093	20,580	41,160	31,936
Rookie Academy	-	6,000	2,507	5,014	6,000
Conference/Seminars	-	5,000	2,620	5,240	-
Membership/Reg/Subscr	-	8,500	9,133	18,266	10,000
Supplies	-	2,500	355	710	2,500
Tools/Equipment	-	8,000	140	280	10,000
Training	750	25,308	20,241	40,482	45,000
Travel	-	20,000	5,746	11,492	20,000
P-School/EMT	-	-	-	-	15,000
Cadet Program	-	-	-	-	5,500
Unassigned from Old System	241,401	-	-	-	-
Subtotal Training	244,330	264,812	126,957	253,914	260,798
Total Training expenditures	244,330	264,812	126,957	253,914	260,798

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
EMERGENCY MEDICAL & FIRE SERVICES
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Emergency Medical					
Salary and Wage Expense	16,422	699,311	298,210	596,420	804,914
Salary and Wage Expense OT	-	121,938	19,470	38,940	41,936
Payroll Taxes	589	11,539	5,944	11,888	13,281
Benefits	6,383	298,446	99,165	198,330	362,722
Services/Fees	-	18,428	6,619	13,238	18,500
Computer Equipment	-	11,603	261	522	11,500
Software	-	14,569	943	1,886	15,000
Membership/Reg/Subscr	-	9,374	6,098	12,196	5,000
Supplies	-	63,000	27,527	55,054	65,000
Tools/Equipment	-	10,000	2,606	5,212	30,000
PPE/Clothing	-	10,000	2,847	5,694	6,500
Training	-	17,910	13,412	26,824	-
Repairs/Maintenance	-	12,600	6,821	13,642	15,000
Dispatch	-	55,000	24,956	49,912	-
Volunteer Pension Contrib	-	9,923	-	-	-
Uncollectible Account	-	60,000	-	-	60,000
Volunteer Incentives	-	27,038	14,024	28,048	-
Capital	-	515,000	-	-	-
Unassigned from Old System	1,388,296	-	-	-	-
Subtotal Emergency Medical	1,411,690	1,965,679	528,903	1,057,806	1,449,353
Fire					
Salary and Wage Expense	-	466,207	212,755	425,510	536,609
Salary and Wage Expense OT	-	71,385	12,980	25,960	27,957
Payroll Taxes	-	7,692	4,308	8,616	8,854
Benefits	-	200,067	106,797	213,594	241,815
Honor Guard	-	11,025	6,850	-	-
Services/Fees	-	6,000	-	-	6,000
Computer Equipment	-	6,000	-	-	6,000
Software	-	3,859	-	-	5,000
Membership/Reg/Subscr	-	1,103	540	1,080	5,000
Supplies	-	7,277	1,694	3,388	8,000
Tools/Equipment	-	15,000	1,407	2,814	18,500
PPE/Clothing	-	66,150	15,618	31,236	50,000
Training	-	3,000	253	506	-
Travel	-	1,000	1,170	2,340	2,000
SCBA	-	-	-	-	10,000
Repairs/Maintenance	-	36,750	14,934	29,868	30,000
Volunteer Pension Contrib	-	6,615	-	-	27,000
Volunteer Incentives	-	20,025	14,984	29,968	48,500
Capital	-	267,000	-	-	-
Unassigned from Old System	871,697	-	-	-	-
Subtotal Fire	871,697	1,196,155	394,290	774,880	1,031,235
Total expenditures	2,283,387	3,161,834	923,193	1,832,686	2,480,588

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
FIRE PREVENTION
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Fire Prevention					
Salary and Wage Expense	2,372	104,572	52,253	104,506	128,070
Salary and Wage Expense OT	-	5,870	396	792	6,672
Payroll Taxes	84	1,725	728	1,456	2,113
Benefits	1,047	26,195	10,034	20,068	37,939
Services/Fees	-	735	-	-	-
Software	-	7,000	584	1,168	13,000
Membership/Reg/Subscr	-	17,500	578	1,156	2,000
Tools/Equipment	-	3,700	3,337	6,674	3,700
PPE/Clothing	-	3,045	341	682	3,045
Training	-	3,000	302	604	4,000
Travel	-	2,100	1,217	2,434	4,000
Contract Labor	-	-	-	-	10,000
Public Outreach	-	3,250	-	-	4,000
Subtotal Fire Prevention	3,503	178,692	69,770	139,540	218,539
PIO					
Administration Expenses	-	14,300	700	1,400	5,217
Subtotal PIO	-	14,300	700	1,400	5,217
Total Fire Prevention expenditure	3,503	192,992	70,470	140,940	223,756

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
FLEET
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Fleet					
Salary and Wage Expense	2,020	155,065	45,686	91,372	208,885
Salary and Wage Expense OT	-	8,794	5,754	11,508	10,883
Payroll Taxes	71	2,559	1,013	2,026	5,207
Benefits	689	73,114	28,282	56,564	91,903
Services/Fees	-	1,000	105	210	1,000
Services - Towing	-	3,150	-	-	3,150
Software	-	3,675	1,440	2,880	3,500
Membership/Reg/Subscr	-	1,000	295	590	1,000
Supplies	-	1,000	45	90	-
Tools/Equipment	-	19,425	6,378	12,756	14,350
PPE/Clothing	-	4,725	587	1,174	2,500
Training	-	5,000	504	1,008	2,500
Repairs/Maintenance	-	21,000	18,211	36,422	-
Maintenance - Diesel Fuel	-	38,036	12,923	25,846	35,000
Maintenance - Gas Fuel	-	18,191	11,806	23,612	28,000
Maintenance - Hose /Ladder	-	7,000	-	-	10,000
Outside Repairs	-	16,597	900	1,800	3,500
SCBA	-	10,500	4,818	9,636	-
Contract Maintenance	-	5,250	17,925	35,850	10,000
Internships	-	-	-	-	500
Unassigned from Old System	384,336	-	-	-	-
Subtotal Fleet	387,116	395,081	156,672	313,344	431,878
Maintenance - Ambulance					
Repairs/Maintenance	-	12,600	7,186	14,372	12,500
Maintenance - Tires	-	3,675	-	-	6,500
Outside Repairs	-	1,126	75	150	10,500
Subtotal Maintenance - Ambulance	-	17,401	7,261	14,522	29,500
Maintenance - Fire					
Repairs/Maintenance	-	36,750	8,923	17,846	30,000
Maintenance - Tires	-	15,750	-	-	16,000
Outside Repairs	-	10,916	75	150	25,000
Subtotal Maintenance - Fire	-	63,416	8,998	17,996	71,000
Maintenance - Wildland					
Repairs/Maintenance	-	-	5,337	10,674	13,500
Maintenance - Tires	-	5,250	-	-	6,500
Outside Repairs	-	1,837	10,021	20,042	15,000
Subtotal Maintenance - Wildland	-	7,087	15,358	30,716	35,000
Maintenance - Staff					
Repairs/Maintenance	-	-	-	-	8,500
Maintenance - Tires	-	-	-	-	1,500
Outside Repairs	-	-	-	-	5,000
Subtotal Maintenance - Staff	-	-	-	-	15,000
Total Fleet expenditures	387,116	482,985	188,289	376,578	582,378

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
OUT OF DISTRICT
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Out of District					
Salary and Wage Expense	-	336,004	258,721	517,442	348,431
Salary and Wage Expense OT	-	498,935	201,197	402,394	517,386
Payroll Taxes	-	8,255	3,075	6,150	8,225
Benefits	-	120,562	4,312	8,624	143,177
OOD Expenses	-	100,538	66,130	132,260	100,538
Travel	-	60,000	1,352	2,704	60,000
Unassigned from Old System	1,113,449	-	-	-	-
Subtotal Out of District	1,113,449	1,124,294	534,787	1,069,574	1,177,757
Total Out of District expenditures	1,113,449	1,124,294	534,787	1,069,574	1,177,757

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION
DISTRICT WILDLAND
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Wildland					
Salary and Wage Expense	1,324		-	-	857,540
Payroll Taxes	45		-	-	9,810
Benefits	568		-	-	219,288
Computer Equipment	-		-	-	3,500
Software	-		-	-	2,000
Membership/Reg/Subscr	-		-	-	1,000
Supplies	-		-	-	5,000
Tools/Equipment	-		-	-	4,000
PPE/Clothing	-		-	-	10,000
Training	-		-	-	13,000
Repairs/Maintenance	-		-	-	6,000
Home Assessments	-		-	-	7,000
Grant Expenditures	14,850		197,782	197,782	-
Unassigned from Old System	1,066,735		-	-	-
Subtotal Wildland	1,083,522		197,782	197,782	1,138,138
Module					
Salary and Wage Expense	-	358,584	120,722	241,444	-
Salary and Wage Expense OT	-	8,218	367	734	-
Payroll Taxes	-	13,616	5,699	11,398	-
Benefits	-	102,150	64,254	128,508	-
Computer Equipment	-	-	5,984	11,968	-
Software	-	3,000	3,909	7,818	-
Membership/Reg/Subscr	-	-	2,119	4,238	-
Supplies	-	7,588	2,567	5,134	-
Tools/Equipment	-	20,000	12,561	25,122	-
PPE/Clothing	-	12,500	14,557	29,114	-
Training	-	10,000	4,059	8,118	-
Communications	-	33,000	4,824	9,648	-
Subtotal Module		568,656	241,622	483,244	
Fuels					
Salary and Wage Expense	1,543	147,663	57,328	114,656	-
Salary and Wage Expense OT	-	3,522	930	1,860	-
Payroll Taxes	52	4,884	2,841	5,682	-
Benefits	651	48,511	27,184	54,368	-
Supplies	-	2,000	870	1,740	-
Training	-	1,500	840	1,680	-
Repairs/Maintenance	-	3,000	1,553	3,106	-
Unassigned from Old System	245,882	-	-	-	-
Subtotal Fuels	248,128	211,080	91,546	183,092	-
Mitigation Specialist					
Salary and Wage Expense	2,273	118,002	29,912	59,824	-
Salary and Wage Expense OT	-	13,600	435	870	-
Payroll Taxes	80	2,171	745	1,490	-
Benefits	839	38,771	8,657	17,314	-

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION
DISTRICT WILDLAND
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

					11/13/2026
Home Assessments	-	11,100	3,270	6,540	-
Unassigned from Old System	222,297	-	-	-	-
Subtotal Mitigation Specialist	225,489	183,644	43,019	86,038	-
Total Wildland expenditures	1,557,139	963,380	573,969	950,156	1,138,138

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION
DISTRICT CAPITAL IMPROVEMENTS
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

11/13/2026

	ACTUAL 2025	BUDGET 2026	UNAUDITED 6/30/2026	ESTIMATED 2026	BUDGET 2027
EXPENDITURES					
Capital					
Capital	587,673	-	546,370	546,370	-
Capital - Fire	-	-	-	-	402,000
Capital - Training	-	-	-	-	100,000
Capital - Station 1	-	-	-	-	11,500
Capital - Station 4	-	-	-	-	11,500
Capital - Fire Prevention	-	-	-	-	11,000
Total Capital expenditures	587,673	-	546,370	546,370	536,000

See summary of significant assumptions.

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
2027 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The Elk Creek Fire Protection District (the District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized in 1981 and is governed pursuant to the provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The function of the District is to provide fire protection and rescue services to residents in the area through its fire department located in Conifer, Colorado. The District employs paid firefighters, including a Fire Chief and Fire Marshal and additionally utilizes volunteer fire fighters to supplement services provided.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actios. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2027, HB24B-1001 set the assessment rates as follows:

Category	Rate
Single-Family Residential	6.80%
Multi-Family Residential	6.80%
Commercial	25.00%
Industrial	26.00%
Lodging	26.00%
Agricultural Land	25.00%

Category	Rate

DRAFT - SUBJECT TO REVISION

ELK CREEK FIRE PROTECTION DISTRICT
2027 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Renewable Energy Land	26.00%
Vacant Land	26.00%
Personal Property	26.00%
State Assessed	26.00%
Oil & Gas Production	87.50%
Oil & Gas Pipelines	26.00%

Actual Value Reduction	**Amount**
Single-Family Residential	10% capped at $70,000

DRAFT - SUBJECT TO REVISION

Revenues - Continued

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 8.50% and 5.75% of the property taxes collected for Park and Jefferson County, respectively.

Net Ambulance Billings

The District provides emergency medical transportation services. The revenue is recorded net of contractual adjustments provided by the third-party biller, Ambulance Systems.

CRRF Wildfire Reimbursements

The District provides services reimbursable through the Colorado Resource Rate Form (CRRF) Program for Wildland Fire Management. The CRRF program documents the equipment and resources made available for emergency response, as outlined in the Colorado Resource Mobilization Plan. The District receives reimbursement for the use of its resources in accordance with the CRRF program.

Grants

The District intends to actively pursue local, state, federal, and private grants and donations to support items such as operating costs, planning, facility improvements, fleet and equipment acquisition. Grant revenue is budgeted only to the extent anticipated to be available for eligible activities.

Lease Revenue

The District has a site lease agreement with T-Mobile with six renewal periods with the final renewal terms expiring in 2051. The agreement calls for annual payments with a 3.00% increase annually from 2024 to 2030 and a 4.00% increase annually from 2031 to 2051.

Interest Income

Interest earned on the District's available funds has been estimated based on historical information.

Intergovernmental Reimbursements

The District provides services for other local government agencies via the Fire Marshal duties and Fleet Maintenance in which it is reimbursed for at set hourly rates set by the Board.

Mitigation Revenue

The District anticipate receiving revenue in relation to its ongoing Mitigation efforts.

Expenditures

Administrative and Operational Expenditures

Administrative, operations and maintenance expenditures have been provided based on estimates of the District's Board of Directors and internal staff and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, salaries and wages and associated payroll expenses and other administrative expenses.

Facilities

The District maintains four fire stations that require annual and intermittent repairs and maintenance as well as regular upkeep. In addition, the District pays for all utilities and testing on site for each station.

Training

The District has allocated funds for the purpose of training its current and future staff, including instructor salaries, the Rookie Academy, conferences and seminars, the Cadet Program, and associated travel expenses.

Emergency Medical and Fire Services

The District provides emergency medical services and fire services, as such this category of expenditures includes the salaries and wages, equipment, supplies, personal protective equipment, and maintenance of equipment to provide these services.

Fire Prevention

The District employees a Fire Marshal that completes fire inspections, reviews building plans and works with the appropriate counties on fire code compliance, inspections and other preventive work throughout the District. This also includes community programs such as community CPR classes, and public fire safety education. These expenditures include the salaries and wages, equipment, personal protective equipment, training, etc., to provide this service.

Out of District

The District has allocated expenditures for services provided out of the District boundaries that are reimbursable. This includes but is not limited to salaries and wages and associated payroll expenses, costs expended on these services, and travel to and from the site.

Wildland

The District has allocated expenditures for dedicated wildland firefighters that work on emergency response as well as fire mitigation, fuels reduction projects and home assessments. which includes but is not limited to the salaries and wages and associated payroll expenses, equipment, personal protective equipment, training, etc., necessary to provide these services.

Expenditures – Continued

Fleet

The District owns and maintains multiple vehicles such as fire trucks, ambulances, other vehicles (the Fleet) needed to administer the services of the District. The expenditures reflected in this category include but are not limited to salaries and wages and associated payroll expenses, tools and equipment, maintenance and repair of the fleet.

Capital

The District has allocated funds for capital improvements and acquisitions related to fire trucks, training, station improvements and fire prevention.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2027, as defined under TABOR.

Board Designated Reserve

The Board has designated that $100,000 be held in reserves.

Capital Reserve

The District anticipates using approximately $536,000 of the Capital Reserve funds for projects in 2027, leaving $1,605,500 remaining.

Unrestricted Reserves

The District has Unrestricted Reserves available for use. At the time of the 2027 Budget preparation, it is anticipated that the District will use approximately $336,000 of these funds for operational expenditures.

This information is an integral part of the accompanying budget.

ELK CREEK FIRE PROTECTION DISTRICT

A RESOLUTION CALLING FOR THE 2027 REGULAR DISTRICT ELECTION AND APPOINTING A DESIGNATED ELECTION OFFICIAL

WHEREAS, the Elk Creek Fire Protection District (the "District") is a quasi- municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the terms of office of Directors Dominique Devaney, Sharon Woods and Charles Newby expire after the successors are elected at the regular special district election to be held on May 4, 2027 (the "Election") and have taken office; and

WHEREAS, Director Sharon Woods is term-limited and is not eligible for reelection at the Election; and

WHEREAS, in accordance with the provisions of the Special District Act (the "Act") and the Colorado Local Government Election Code (the "Code") (the Act and the Code being referred to jointly as the "Election Laws"), the Election must be conducted to elect three (3) Directors to serve for a term of four years.

NOW, THEREFORE, be it resolved by the Board of Directors of the Elk Creek Fire Protection District in the State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 4, 2027, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, three (3) Directors may be elected to serve a four-year term.

2. The Election shall be conducted as a polling place election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall establish the election precinct or precincts and designate the polling place or places, and shall arrange for absentee voting in accordance with the Election Laws.

3. The Board of Directors hereby designates Sarah E. E. Shepherd of Circuit Rider as the Designated Election Official for the conduct of the Election on behalf of the District and she is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall provide the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Self-Nomination and Acceptance forms are available from the Designated Election Official upon request. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2027, nor later than the close of business on Friday, February 26, 2027.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 2, 2027, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 1, 2027, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board of Directors, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this ____ day of _____, 20____.

ELK CREEK FIRE PROTECTION DISTRICT

By: _____
Dominique Devaney, President

ATTEST:

_____
Kathleen Noonan, Secretary

ELECTION MANAGEMENT SERVICES AGREEMENT

Subject: 2027 Election Services

Date: December ___, 2026

Description: Elk Creek Fire Protection District – Election Services

CIRCUIT RIDER OF COLORADO, LLC ("Consultant") agrees to perform professional consulting and management services for the ELK CREEK FIRE PROTECTION DISTRICT ("District"), in accordance with the terms of this Management Services Agreement ("Agreement"), effective December ___, 202_ ("Effective Date").

1. DESCRIPTION OF SERVICES TO BE PERFORMED:

Consultant shall provide to the District the special district management/election services as more fully described in the Scope of Work prepared by Consultant and attached as **Exhibit A** ("Services").

2. TERM OF AGREEMENT:

A. The term of this Agreement shall begin as of the Effective Date and shall expire on December 31, 2027. As a condition precedent to signing/each renewal, the District must make an appropriation of funds sufficient to meet its financial obligations for the Services for the ensuing year.

B. This Agreement also may be terminated by either party in accordance with Section 10, below.

3. COMPENSATION:

In 2027, all services provided by the Consultant are provided at fixed not-to-exceed rate of $10,500, ($5,250 due at execution of this contract, and $5,250 due upon the "running of the election", that is, if the election is not cancelled), plus mileage and supply/mailing/counting/publication/list cost reimbursements.

Additional work above the $10,500 not-to-exceed amount must be approved prior to the Consultant incurring the expenses, except for mileage and expenses. Any such additional work shall be memorialized by email or letter by authorized staff or in the official minutes of the Board meetings. Such additional work that is authorized by the District will be billed at the rate of $195 per hour.

4. PAYMENT SCHEDULE, TERMS AND CONDITIONS:

Billings for mileage and expenses, and additional pre-approved fees (if any), will be submitted at the beginning of each month for Services performed the previous month. Payment is due within thirty-one (31) days of receipt of invoice. All accounts not paid within sixty (60) days of Invoice Date may be subject to a

finance charge of 18% per annum on the unpaid balance. Late payments will not apply if Consultant is responsible for processing Claims.

5. OWNERSHIP OF WORK PRODUCT/DISCLOSURE:

All information gathered generated, and/or produced in connection with Consultant's performance of this Agreement ("Work Product") shall be and remain the property of the District, whether or not in final form. The District shall be entitled to obtain possession of the entire Work Product at any time. Should the District make use of the Work Product for a use not included under the scope of this Agreement, District shall assume all liability for such reuse.

6. INDEPENDENT CONTRACTOR:

It is understood and agreed by and between the parties that the status of Consultant shall be that of an independent contractor and of a corporation retained on a contractual basis to perform professional or technical services, and it is not intended, nor shall it be construed, that Consultant, or any of its owners, employees, agents or representatives, are an employee of the District, or for any other purpose whatsoever. Without limiting the foregoing, the parties hereby specifically acknowledge that consultant and its owners, employees and agents are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by consultant or some other entity besides the District, that consultant and its owners, employees and agents are not entitled to workers' compensation benefits from the District, and that consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this agreement.

7. INSURANCE:

The Consultant shall maintain, at the Consultant's expense, insurance with the amounts set forth below:

A. Worker's Compensation and Employees Liability: At least statutory limits of $100,000 each accident; $500,000 policy limit; and $100,000 for each employee of Consultant.

B. Comprehensive General Liability: $1,000,000 each occurrence and in the aggregate in combined single coverage for bodily injury and property damage.

C. Automobile Liability: $500,000 each accident for bodily injury; $300,000 each person for bodily injury;
$500,000 each accident property damage or: a combined single limit of $500,000.

D. Professional Liability: $2,000,000 aggregate limit.

Certificates of Insurance showing the Consultant is carrying the above-described insurance will be provided to the District, upon request. All certificates of insurance will include language stating that should the insurance policy be canceled before its expiration date the insurance company shall provide 30 days written notice to the District. The District shall be listed as "additional insured" on the comprehensive liability insurance policy/certificates and all automobile liability insurance policy/certificates, upon request. All sub-contractors will be required to meet the same insurance provisions outlined above.

8. INDEMNIFICATION:

Consultant agrees to indemnify and the District harmless from and against all claims, liability, damages, suits or actions, and all attorneys' fees, costs and expenses, which may be incurred by or brought against the District on account of an error, omission or negligent or intentional act in the performance of Consultant's Services under this Agreement.

9. COLORADO GOVERNMENTAL IMMUNITY ACT NOT WAIVED:

This Agreement is not intended to waive, and shall not be construed as a waiver of, the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current and former directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

10. TERMINATION:

Either party may terminate this Agreement upon thirty days written notice without cause. The Consultant may terminate this Agreement for non-payment by the District upon 30 days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven days of being notified in writing of any such deficiency(s). If the District makes payment in full within 15 days of receipt of the written notice, the grounds for termination shall be deemed cured. If the Consultant corrects the deficiency identified in the written notice within seven calendar days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven calendar days, and the Consultant commences a good faith effort to correct the deficiency within 15 days of receipt of notice, the grounds for the termination shall be deemed cured.

11. APPROPRIATIONS STATEMENT:

All direct and indirect financial obligations of District under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge District's credit or faith, directly or indirectly, to Consultant. In the event the District's governing body fails to appropriate funds for the District's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately upon the

expiration of 30 days from the date of non-appropriation as if notice had been provided by the District to the Consultant in accordance with paragraph 10, and the District shall no further obligation to Consultant under this Agreement. No provision of this Agreement shall be construed or interpreted (i) to directly or indirectly obligate the District to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (iii) as a delegation of governmental powers by the District; (iv) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (v) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

12. MISCELLANEOUS:

Colorado law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable by Consultant or the District without the prior written consent of both parties. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13. FORCE MAJEURE:

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including weather, acts of god, or COVID conditions and compliance to State and County Health Department requirements. Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party.

14. ACCEPTANCE OF AGREEMENT:

Consultant and the District herewith accept the terms and conditions of this Agreement as acknowledged below:

DISTRICT: ELK CREEK FIRE PROTECTION DISTRICT

By: _____
_____, President Date:_____

ATTESTED:

By: _____
_____, Secretary Date:_____

CONSULTANT: CIRCUIT RIDER OF COLORADO, LLC

By: _____
Name: Sarah E. E. Shepherd
Title: President
Address: P.O. Box 359
Littleton, Colorado 80160

Date: November 16, 2026

EXHIBIT A: SCOPE OF WORK

As the District's Designate Election Official (DEO) and Administrative Manager, Circuit Rider of Colorado, LLC is designated as a representative of the District. Circuit Rider of Colorado, LLC is authorized to act for and on behalf of the District within the scope of this Agreement, and any additional work authorized by the Board. The DEO/Election Manager will enforce, adhere to and be bound by the established policies and the direction of the Board of Directors of the District. The District Election Administrative Manager will serve the District in accordance with all prevailing applicable laws of any governmental body or agency having jurisdiction over the District, the DEO/Election Manager, and its agents and consultants.

Circuit Rider of Colorado, LLC will have no right or interest in any of the District's assets, nor any claims or liens with respect thereof, arising out of this Agreement, other than payment for the performance of the duties and responsibilities contained in this Agreement, or, for the performance of the additional special services subsequently assigned by the Board. The DEO may not bind the District to any financial obligation, or obligate the District in any manner, financial or otherwise, except to the extent specifically provided in this Agreement or authorized and/or ratified by the Board.

Circuit Rider of Colorado, LLC will perform the following duties and have corresponding authority to act on behalf of the District in the following matters and in all matters subsequently directed by the Board or Designated Election Official. Circuit Rider of Colorado, LLC will keep the Board and Designated Election Official informed as to the services it provides the District.

GENERAL SERVICES

A. **Agent of the District:** Circuit Rider of Colorado, LLC and its professional and administrative staff will serve the District and its Board and as the Election Manager "Manager," and Sarah Shepherd will serve at the Designated Election Official, "DEO," and Barbara Stockton will serve as Deputy DEO. The Manager and DEO will communicate with constituents, consultants, governmental and regulatory agencies, on behalf of the District and its Board and Deputy DEO, as requested, during the election process and completion.

B. **Bi-Annual Elections:** The Election Manager will coordinate with Legal Counsel to provide election administration, including preparation of election materials, lists, and publications, meeting the compliance calendar, legal notices, coordinate with the Department of Local Affairs, County department, for election trainings, voter lists, and conduct of the election.

Circuit Rider of Colorado, LLC and its professional and administrative staff will communicate with constituents, consultants, governmental and regulatory agencies, on behalf of the District and its Board. The Election Manager will coordinate with the Designated Election Official regarding the supervision of the election operations.

C. **Advisor to the Board:** The Election Manager and DEO will act as advisor and consultant to the District, its Board, and Deputy Designated Election

Official. The Election Manager and DEO will keep the Board and Deputy Designated Election Official informed of any matters that, in the opinion of the Designated Election Official, requires the attention of the Board.

D. **Reports to the Board, Consultants, and Constituents:** The Election Manager will provide reports in person, by telephone and electronic media (e-mail), and written communications, regarding matters of a material nature in a timely manner to the Board, Deputy Designated Election Official, other consultants, contractors and constituents. Through coordination with Legal Counsel, the Election Manager will respond to reasonable requests for information in accordance with the Open Records Act and other federal, state, and local laws. Upon reasonable notice, the District's employees, representatives, and agents shall have access to all records generated, received and/or maintained by Consultant in the performance of this Agreement during normal business hours.

E. **Coordination with Other Governments/Agencies/Associations:** Circuit Rider of Colorado, LLC will coordinate with the Board, Deputy Designated Election official, County officials, accountant, auditor, and with Legal Counsel, as needed, for proper and timely compliance and report submissions with/to Federal, State, the judicial court system, and other local governments and their departments with regulatory agencies as required by law; and with associations such as the Special District Association.

F. **Elections Judge Training and Election Day Oversight:** The Election Manager will coordinate with the Deputy Designated Election Official, legal counsel, and its staff and/or district residents or representatives to serve as election judges upon request to ensure the proper coordination and procedures for ballot processing and counting.

EXHIBIT B

2025 ELECTION COST ESTIMATE to be inserted from proposal:
*Note that mailing and expenses are estimates only, as these services and materials are subject to change and are not directly provided by the contractor.

Estimated costs (all at-cost)

CIRCUIT RIDER
OF COLORADO

Elk Creek Fire Protection District
Election Management Consultant and
Designated Election Official (DEO) Proposal
For May 4, 2027 Regular Polling Place Election

Circuit Rider of Colorado specializes in helping special Districts achieve great results with their election process.

We have diverse expertise in its management team approach. We offer local and professional, yet personal presence. Our approach supports and enables all our team and the Board, contractors and staff we work with, to provide the best in their area of expertise, in service of our client, the District, and its constituents.

General Overview – The election administrator and DEO serves the District, and receives direction from the Board of Directors in collaboration with staff and other contractors for a polling place election.

This proposal is to provide administrative election services, per budget and appropriations.

Specific Challenges – Please note that if the election cancels, we would recommend working in the "off-season" to keep the Permanent Mail-in Voter list for future elections in good working order.

Key Deliverables

Deliverable	Description
General election management (DEO)	DEO will provide documents for call for nomination, resolutions, and requests for voter lists from appropriate governmental entities. If election runs, DEO will update eligible voter lists, PAV, ballot and election plan, conduct judge trainings, produce mail-ballot, UOCAVA and polling place ballot packets and coordinate with District staff in delivering/mailing ballots and administering election on Election Day. Ballot count, Oaths of Office and Official results filing, including being on-site as needed and to respond to issues/pick up ballots and boxes. Our office is set up with phone service, online filing, manager support, customer support, etc. The District and Support Managers work together with filings, deadlines and communications with consultants, community members and the Board.

Contractual Considerations

We are well-equipped provide all of the services that have been requested at a cost that will yield quality results and successful outcomes and meets all required State and local statutory regulations.

Fee and Expense Schedule

Fees for services	Costs
If Polling Place Election Runs for 1 polling place: ½ due prior to cancellation, if cancelled, ½ due is election is not cancelled. ***While the District moves forward with each step of the election process prior to a cancellation event, whether by an event where the DEO can cancel the election, or the Board due to pending legal activities, hourly time spent will be tracked toward a refund if the District election is no longer required.***	$10,500
Estimated costs (all at-cost)* • UOCAVA Ballot Mailing and Printing (in-house): • Poll Book, Retention/Filing Documents: • Election Voter Lists (County assessor and clerk): • Publication of notices: • Mileage (Trips to District Offices): • Ballot Postage: • Ballot Printing for Polling Place/Ballot Mailing Packets: • Election Judges/Counting Judges, as needed: (counting as poll judges and processing planned at District location with appointed staff as polling place judges): *Note costs are pass through, as cost.	 $265 $200 $100 $200 $350 $150 $6,000 $300/day
Special services beyond scope, legal considerations:	$195 per hour
Total Fee/Expense Estimate:	$19,280

END OF DOCUMENT