

Station 16
8130 3rd Street
Wellington, CO 80549



Station 17
108 E County Road 66
Fort Collins, CO 80524

Wellington Fire Protection District

REGULAR BOARD MEETING AGENDA

The **Regular Board Meeting** of the Wellington Fire Protection District will be called to at **5:00 pm** on **September 20, 2023**. The meeting will be held at **Station 16** located at 8130 3rd St, Wellington, CO 80549. Please contact our administrative office for any attendance accommodations. **Zoom Meeting information is listed below.**

Pledge of Allegiance

Roll Call

Additions/Deletions to the Agenda

Conflicts of Interest

Correspondence

Public Comment

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

Employee Recognition

Guests or Presentations

Budget Presentation

Consent Agenda

- Regular Board Meeting Minutes for August 16th, 2023

Chief's Report

Employee Report

District Business

1. Financial Report
2. LETA Agreement
3. W-2 for Board of Directors
4. Discussion of Impact Fee Fund Debt
5. Union Request for Contract negotiations
6. Insurance Bill

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Wellington Fire Protection District

7. iHeart Media Contract
8. ColoTrust
9. Signing Bills and Bank Documents

Other

Calendar Items

Next Budget Committee Meeting – September 27th, 2023, Station 16 @ 5:00pm
Next Regular Board Meeting – October 18th, 2023, Station 16 @ 5:00 PM

Adjournment

Zoom Meeting Information

Wellington Fire Protection District is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/89786259772?pwd=MVhseVhqK2U2ZWZQ1pZSVVIZmFLUT09>

Meeting ID: 897 8625 9772

Passcode: 248824

One tap mobile

+17209289299,,89786259772#,,,,*248824# US (Denver)

+13017158592,,89786259772#,,,,*248824# US (Washington DC)

Dial by your location

• +1 720 928 9299 US (Denver)

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Meeting ID: 897 8625 9772

Passcode: 248824

Find your local number: <https://us02web.zoom.us/j/k7OXZqxc8>

Budget Presentation

WELLINGTON FIRE PROTECTION DISTRICT DISTRICT
2024 BUDGET
GENERAL FUND
MILL LEVY
ASSESSED VALUATION

	2022 Actual	2023 Budget	2023 estimated	2024 Budget	Change
INCOME					
TAX REVENUES					
4010 Larimer County Tax	3,032,860	3,062,704	3,062,704	3,716,912	654,208
Tax Rebate Payment	-	(14,269)	(14,269)	(14,269)	-
4011 Delq Tax & Interest	3,435	-	4,233	-	-
4012 Specific Ownership Tax	215,413	214,390	222,200	215,000	610
Total Tax Revenues	<u>3,251,709</u>	<u>3,262,825</u>	<u>3,274,868</u>	<u>3,917,643</u>	<u>654,818</u>
Non-Tax Levy Revenue					
Wildland Firefighting	-	150,000	-	60,000	(90,000)
4016 Service Fees	77,625	14,000	36,141	30,000	16,000
4017 Miscellaneous	36,312	5,000	23,335	5,000	-
400 Equipment Sold	480	-	-	-	-
4018 Donations	25,070	25,000	38,430	25,000	-
4020 Interest income	-	-	7,731	7,000	7,000
4019 Grants	29,850	21,200	-	-	(21,200)
Total Non-Tax Levy Revenues	<u>169,337</u>	<u>215,200</u>	<u>105,637</u>	<u>127,000</u>	<u>(88,200)</u>
Total INCOME	<u>3,421,046</u>	<u>3,478,025</u>	<u>3,380,505</u>	<u>4,044,643</u>	<u>566,618</u>
EXPENSES					
PERSONNEL COSTS					
WAGE EXPENDITURE					
5010 Salaries and Wages	1,736,906	1,577,416	1,577,416	1,577,416	-
5020 Wildland Salaries	-	90,000	-	45,000	(45,000)
5025 District Board Compensation	8,300	12,000	7,200	9,000	(3,000)
5030 Overtime	145,680	105,000	197,262	150,000	45,000
5040 Vacation Pay/Sick Pay	3,969	20,000	44,595	20,000	-
5060 Vol/Reserves	3,600	7,176	2,625	4,800	(2,376)
Total Wage Expenditure	<u>1,898,455</u>	<u>1,811,592</u>	<u>1,829,099</u>	<u>1,806,216</u>	<u>(5,376)</u>
EMPLOYER TAXES					
5110 Employer Taxes	41,602	47,807	40,814	54,186	6,379
Total Employer Taxes	<u>41,602</u>	<u>47,807</u>	<u>40,814</u>	<u>54,186</u>	<u>6,379</u>
EMPLOYEE BENEFITS					
5120 Workers Compensation	67,880	60,021	73,359	74,000	13,979
5210 Health, Dental & Vision Insurance	165,230	139,400	107,095	153,340	13,940
5220 Other Employee Benefits	533	37,499	2,905	3,000	(34,499)
5230 FPPA	201,746	203,487	181,771	204,000	513
5240 457 Expense	32,173	48,684	29,764	49,000	316
5260 Uniform Expense	3,231	9,000	5,885	9,000	-
5270 Awards & Recognition	2,672	2,146	505	250	(1,896)
Total Employee Benefits	<u>473,465</u>	<u>500,237</u>	<u>401,285</u>	<u>492,590</u>	<u>(7,647)</u>
Total Personnel Costs	<u>2,413,522</u>	<u>2,359,636</u>	<u>2,271,197</u>	<u>2,352,992</u>	<u>(6,644)</u>
BUILDINGS & LAND					
6010 Utilities	50,629	47,400	48,509	53,000	5,600
6020 Station Supplies	-	5,000	3,350	5,000	-
6030 Building Repairs & Maintenance	9,636	20,000	4,501	20,000	-
Total BUILDINGS & LAND	<u>60,265</u>	<u>72,400</u>	<u>56,360</u>	<u>78,000</u>	<u>5,600</u>
VEHICLES & EQUIPMENT					
6110 Firefighting Equipment	2,888	6,000	1,245	40,000	34,000
6120 Fuel Expenses	29,277	27,000	15,145	28,000	1,000
6130 EMS Supplies	1,861	6,000	2,843	6,000	-
6140 Vehicle Repairs and Maintenance	30,207	65,022	15,608	65,000	(22)
6150 EMS & Firefighting Equipment Mainte	-	5,000	2,847	15,000	10,000
6160 Small Equipment	158	225	-	225	-
6170 PPE	-	10,000	10,243	30,000	20,000
Total VEHICLES & EQUIPMENT	<u>64,391</u>	<u>119,247</u>	<u>47,932</u>	<u>184,225</u>	<u>64,978</u>
COMMUNICATIONS/IT					
6210 IT Expense	185	35,654	33,909	36,500	846
6220 Radio Maintenance	-	2,500	1,892	2,500	-

**WELLINGTON FIRE PROTECTION DISTRICT DISTRICT
2024 BUDGET
GENERAL FUND
MILL LEVY
ASSESSED VALUATION**

6230 Dispatch	-	14,463	11,185	14,500	37
6240 Computer Equipment/Supplies	-	1,500	-	1,500	-
Total COMMUNICATIONS/IT	185	54,117	46,987	55,000	883
TRAVEL, TRAINING & OPERATIONAL SUPPORT					
6310 Health & Safety	30,769	28,000	28,938	28,000	-
6320 Wildland Travel Expenses	745	15,000	-	15,000	-
6330 Training & Seminars	15,537	15,000	10,361	25,000	10,000
6340 Medical Training	1,304	6,682	264	7,000	318
6350 Firefighter Rehab	212	500	304	500	-
Total TRAVEL, TRAINING & OPERATIONAL SUPPORT	48,567	65,182	39,868	75,500	10,318
MANAGERIAL EXPENSES					
7010 Office Supplies	2,015	1,890	1,651	2,000	110
7020 Accounting/Finance	99,570	90,000	91,500	60,000	(30,000)
7025 Legal Expenses	7,188	10,000	2,898	10,000	-
7030 Professional Fees	2,506	7,500	10,959	72,525	65,025
7040 Leases	39,874	2,000	-	-	(2,000)
7050 Fees/Dues/Subscriptions	18,635	8,960	11,429	9,000	40
7060 Payroll Processing Fees	-	7,800	8,978	7,800	-
7070 County Treasurer Fees	60,690	65,256	61,254	74,338	9,082
7080 Bank Service Charge	(2,184)	282	-	300	18
7090 Miscellaneous	-	-	-	-	-
7100 Insurance	59,469	33,000	23,250	36,300	3,300
7110 District Board Expenses	989	2,500	658	2,500	-
7120 Election Costs	13,826	14,000	10,727	-	(14,000)
7130 Grant Expenses	-	3,200	-	-	(3,200)
Total MANAGERIAL EXPENSES	302,578	246,388	223,303	274,763	28,375
Contingencies					
6336 Contingencies (Funding Reserve)	-	48,997	-	80,000	31,003
8003 Volunteer Pension Contribution	105,876	105,876	105,876	105,876	-
Total Contingencies	105,876	154,873	105,876	185,876	31,003
Fire Prevention					
6401 Public Education	488	1,000	-	1,000	-
6402 Supplies-Enforcement/Investigate	4,762	2,823	1,442	3,000	177
Total Fire Prevention	5,250	3,823	1,442	4,000	177
Capital Outlay					
7942 C/O - Bunker Ger	-	-	-	20,000	20,000
7945 C/O - Communication Equipment	-	10,000	-	20,000	10,000
Total Capital Outlay	-	10,000	-	40,000	30,000
Debt Service					
9015 Debt Service (Bunker Gear)	-	23,359	23,359	23,359	-
9020 Debt Service (Station Alerting Upgrade)	-	24,987	24,987	24,987	-
9025 Debt Service (Fire Truck Refurb)	-	37,953	37,953	37,953	-
9030 Debt Service (Impact Fees)	-	69,000	-	-	(69,000)
9035 Highway 1 Land Purchase: Impact Fees	-	69,500	-	-	(69,500)
9040 Debt Service	107,595	300,000	250,000	-	(300,000)
Total Debt Service	107,595	524,799	336,299	86,299	(438,500)
Total EXPENSES	3,108,229	3,610,465	3,129,264	3,336,656	(273,809)
Transfer from (to) Impact Fee Fund	(279,406)	132,440	-	-	-
Gross Fund Balance/Profit	33,411	-	251,242	707,987	840,427

August 16th 2023 minutes



Wellington Fire Protection District REGULAR BOARD MEETING MINUTES

The **Regular Board Meeting** of the Wellington Fire Protection District was called to order at **4:00 pm** on **August 16, 2023**. The meeting was held at **Station 16** located at 8130 3rd St, Wellington, CO 80549.

Pledge of Allegiance

Roll Call: Bollinger, Gaiter, Hunter, Meyers present

Additions/Deletions to the Agenda

None

Conflicts of Interest

None

Correspondence

None

Public Comment

Sara Standing: Request to move meetings back to 5pm.

Sue Reed: Do the job descriptions meet NFPA?

E. Pettit: Complaint regarding this meeting not Zoomed and requesting 5pm meeting time.

Guests or Presentations

None

Consent Agenda

- Regular Board Meeting Minutes for July 19th, 2023
- Special Board Meeting Minutes for July 26th, 2023 with alteration

M/S Gaiter/Hunter: Accept minutes with alteration regarding director absence - Voice votes passed unanimously.

Chief's Report

Chief Cropp gave a report on his time so far as Acting Chief.

District Business

1. Financial Report

David Green presented a financial report



Wellington Fire Protection District

M/S Gaiter/Hunter: Accept financial report – Voice votes passed unanimously

2. Shift Captain wages

M/S Hunter/Gaiter: Accept captains wages – Voice votes 3 for 1 against

3. Hiring Admin full time

M/S Gaiter/Hunter: Hire a full time admin – Voice votes passed unanimously

4. Discussion to take action on the bylaws

M/S Gaiter/Hunter: Accept the bylaws with the amendment of moving the bylaws to 5pm – Voice votes passed unanimously

5. Withdraw the Org chart

M/S Gaiter/Bollinger: Withdraw the Org Chart – Voice votes passed unanimously

6. Meet and confer parameters for choosing a board members

M/S Gaiter/Hunter: Assign Chief to meet and confer with the Union – Voice votes passed unanimously

7. Appoint a new Director

M/S Bollinger/Gaiter: Appoint Jane Lopez as Director Pierson's replacement – Voice votes passed unanimously

8. Liquidation of assets

M/S Gaiter/Meyers: Chief to investigate the liquidation of some assets – Voice votes passed unanimously

9. Organizational assessment

M/S Gaiter/Hunter: Chief to get proposals for organizational assessment – Voice votes passed unanimously

Other

Budget committee August 30th and Sept 27th 5pm

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Wellington Fire Protection District

Director Gaiter requested to purchase business cards: The Board agreed

Bill 23108 – Proposition HH will change property tax

Public comment: Are the budget meetings public? Yes

Public comment: Was selling assets something the Chief thought of himself? Yes

Public comment: The Union will having a fund raiser 9/2 and 9/3

Executive session: Hiring Committee

Exempt from disclosure

Special Meeting – None Scheduled

Next Regular Board Meeting – September 20th, 2023, Station 16 @ 5:00 PM

Adjournment

Public comment by Bollinger: The reason we did not have Zoom for this meeting was our audio was not working

M/S Gaiter/Hunter: Motion to adjourn – Voice votes passed unanimously

1. Financial report

Wellington Fire Protection District
Balance Sheet Prev Year Comparison
As of August 31, 2023

	Aug 31, 23	Aug 31, 22	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
CASH-CAPITAL FUND			
107.400 · Town Impact Fees-PW-3768	18,616.77	88,358.10	-69,741.33
107.500 · County Impact Fees-PW-3818	32,271.33	22,005.35	10,265.98
107.600 · FNBO Town Impact Fees - 9432	200,000.00	200,000.00	0.00
Total CASH-CAPITAL FUND	250,888.10	310,363.45	-59,475.35
CASH - GENERAL FUND			
107.000 · Operating - Points West - 5485	98,717.30	106,072.21	-7,354.91
107.200 · Money Market - Points West 3800	1,445,708.67	1,195,221.61	250,487.06
Total CASH - GENERAL FUND	1,544,425.97	1,301,293.82	243,132.15
1072 · Bill.com Money Out Clearing	352.48	0.00	352.48
Total Checking/Savings	1,795,666.55	1,611,657.27	184,009.28
Other Current Assets			
Due from General Fund	1,501.36	0.00	1,501.36
OTHER CURRENT ASSETS			
110.000 · Cash with County Treasurer	17,098.00	0.00	17,098.00
120.000 · Property Tax Receivable	3,048,275.40	3,034,451.00	13,824.40
Total OTHER CURRENT ASSETS	3,065,373.40	3,034,451.00	30,922.40
1-140.0 · Prepaid Expense	38,377.33	28,554.00	9,823.33
1270 · Net Pension Asset	1,455,898.00	565,608.00	890,290.00
1275 · Deferred Outflows - Pension	844,801.00	1,048,031.00	-203,230.00
Total Other Current Assets	5,405,951.09	4,676,644.00	729,307.09
Total Current Assets	7,201,617.64	6,288,301.27	913,316.37
Other Assets			
FIXED ASSETS			
150.100 · Land	795,566.00	729,490.00	66,076.00
150.200 · Buildings and Improvements	2,841,483.00	2,841,483.00	0.00
150.300 · Fire Equipment	3,066,072.00	3,066,072.00	0.00
150.900 · Accumulated Depreciation	-3,550,744.00	-3,084,612.00	-466,132.00
Total FIXED ASSETS	3,152,377.00	3,552,433.00	-400,056.00
Total Other Assets	3,152,377.00	3,552,433.00	-400,056.00
TOTAL ASSETS	10,353,994.64	9,840,734.27	513,260.37
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · ACCOUNTS PAYABLE	25,520.14	-81.12	25,601.26
Total Accounts Payable	25,520.14	-81.12	25,601.26
Credit Cards			
2201 · Vectra Bank Colorado	717.84	0.00	717.84
Total Credit Cards	717.84	0.00	717.84
Other Current Liabilities			
Due to Impact Fee Fund	1,501.36	0.00	1,501.36
Payroll Liabilities			
2100 · Payroll Liabilities	26,777.59	68,167.06	-41,389.47
2101 · FIT Payable	7,226.49	0.00	7,226.49
2105 · 457 Plan Payable	1,289.00	0.00	1,289.00
2106 · Employee Insurance	116.59	0.00	116.59
2120 · Colorado Unemployment	-791.61	2,505.36	-3,296.97
2130 · FPPA Employer Share	10,849.98	0.00	10,849.98
2140 · FPPA Employee Share	7,436.22	0.00	7,436.22
2150 · FPPA Death & Disability	856.00	0.00	856.00
2160 · Health And Dental (Pre-Tax)	-1,671.44	-2,836.97	1,165.53

Wellington Fire Protection District
Profit & Loss
August 2023

	Aug 23	Jan - Aug 23
Ordinary Income/Expense		
Income		
Tax Levy Revenue		
4010 · PROPERTY TAXES	34,841.24	2,964,444.10
4011 · DELQ TAX & INTEREST	890.72	1,390.95
4012 · SPECIFIC OWNERSHIP	19,338.77	148,133.47
Total Tax Levy Revenue	55,070.73	3,113,968.52
Non Tax Levy Revenue		
4015 · IMPACT FEES	1,501.36	33,646.79
4016 · SERVICE FEES	0.00	24,094.00
4017 · MISCELLANEOUS	0.00	15,556.75
4018 · DONATIONS	0.00	25,620.00
1.400.0 · REVENUE		
4020 · EARNINGS ON DEPOSITS	3,221.24	7,996.05
Total 1.400.0 · REVENUE	3,221.24	7,996.05
Total Non Tax Levy Revenue	4,722.60	106,913.59
Total Income	59,793.33	3,220,882.11
Gross Profit	59,793.33	3,220,882.11
Expense		
Personnel Costs		
5010 · Salaries and Wages	91,590.66	944,949.83
5030 · Overtime	27,228.85	131,508.16
5025 · District Board Compensation	0.00	4,800.00
5040 · Vacation Pay/Sick Pay	2,022.33	31,752.53
5060 · Volunteer & Reserve Pay	0.00	1,750.00
5110 · Employer Taxes	3,317.49	27,209.28
5120 · Workers Compensation	5,075.99	48,905.99
5210 · Health, Dental & Visions Ins	8,089.56	71,396.92
5220 · Other Employee Benefits	782.76	1,936.56
5230 · FPPA Expense	13,969.67	121,180.69
5240 · 457 Expense	1,754.30	19,842.70
5260 · Uniform Expense	104.62	3,923.63
5270 · Awards & Recognition	112.19	336.55
Total Personnel Costs	154,048.42	1,409,492.84
Buildings & Land		
6010 · Utilities	3,893.92	32,339.32
6020 · Station Supplies	305.62	2,233.63
6030 · Building Repairs & Maintenance	0.00	3,000.65
Total Buildings & Land	4,199.54	37,573.60
Vehicles & Equipment		
6110 · Firefighting Equipment	312.19	1,142.50
6120 · Fuel Expense	1,644.31	10,096.89
6130 · EMS Supplies	0.00	1,895.65
6140 · Vehicles Repairs & Maintenance	416.66	10,405.42
6150 · EMS & Firefighting Equip Maint	0.00	1,897.93
6170 · PPE	0.00	6,828.68

Wellington Fire Protection District
Profit & Loss
August 2023

	Aug 23	Jan - Aug 23
Total Vehicles & Equipment	2,373.16	32,267.07
Communication & IT		
6210 · I.T. Expenses	1,354.47	22,590.17
6220 · Radio Maintenance	0.00	1,261.43
6230 · Dispatch	567.67	7,456.79
Total Communication & IT	1,922.14	31,308.39
Travel & Training & Oper Supp		
6310 · Health & Safety	1,500.00	20,792.00
6330 · Training & Seminars	0.00	5,407.38
6340 · Medical Training	0.00	176.28
6350 · Firefighter Rehab	32.59	202.73
Travel & Training & Oper Supp - Other	-30.00	-30.00
Total Travel & Training & Oper Supp	1,502.59	26,548.39
Managerial Expenses		
7010 · Office Supplies	88.42	1,100.27
7020 · Accounting & Finance	12,000.00	61,000.00
7025 · Legal Expenses	0.00	1,931.80
7030 · Professional Fees	0.00	7,305.98
7050 · Fees/Dues/Subscriptions	82.95	7,619.44
7060 · Payroll Processing Fees	1,186.54	5,985.22
7070 · County Treasurer Fees	714.68	59,316.06
7080 · Bank Service Charges		
600.236 · BANKING FEES	32.00	32.00
7080 · Bank Service Charges - Other	-0.09	75.91
Total 7080 · Bank Service Charges	31.91	107.91
7100 · Insurance Expenses	0.00	15,500.00
7110 · District Board Expenses	28.80	438.80
7120 · Elections Costs	0.00	10,726.60
7140 · Interest Expense	0.00	8,440.38
Total Managerial Expenses	14,133.30	179,472.46
Fire Prevention		
6402 · Supplies-Enforcement	0.00	961.04
Total Fire Prevention	0.00	961.04
Total Expense	178,179.15	1,717,623.79
Net Ordinary Income	-118,385.82	1,503,258.32
Net Income	-118,385.82	1,503,258.32

11:24 AM

09/14/23

Accrual Basis

Wellington Fire Protection District Monthly Disbursements As of August 31, 2023

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
CASH-CAPITAL FUND									283,390.91
107.400 · Town Impact Fees-PW-3768									51,136.59
Transfer	08/15/2023			Funds Tra...	X	107.000 · ...		32,543.00	18,593.59
Deposit	08/17/2023			Interest	X	4020 · EAR...	23.18		18,616.77
Total 107.400 · Town Impact Fees-PW-3768							23.18	32,543.00	18,616.77
107.500 · County Impact Fees-PW-3818									32,254.32
Deposit	08/15/2023			Interest	X	4020 · EAR...	17.01		32,271.33
Total 107.500 · County Impact Fees-PW-3818							17.01	0.00	32,271.33
107.600 · FNBO Town Impact Fees - 9432									200,000.00
Total 107.600 · FNBO Town Impact Fees - 9432									200,000.00
Total CASH-CAPITAL FUND							40.19	32,543.00	250,888.10
CASH - GENERAL FUND									1,676,312.35
107.000 · Operating - Points West - 5485									146,404.43
Check	08/01/2023	EFT...	Rocky Mountain Reserve	HSA July ...	X	-SPLIT-		1,740.74	144,663.69
Bill Pmt -Check	08/01/2023	ACH	Standard Insurance Com...	VOID: # 0...	X	2000 · ACC...	0.00		144,663.69
Check	08/01/2023	EFT...	Colorado Department La...		X	2120 · Colo...		5,244.66	139,419.03
Transfer	08/01/2023			Life Assist	X	1072 · Bill...		170.60	139,248.43
Check	08/02/2023		Intuit		X	6210 · I.T. ...		20.00	139,228.43
Bill Pmt -Check	08/05/2023	BillPay	Larimer County Fleet Se...	March Fue...	X	2000 · ACC...		322.48	138,905.95
Check	08/08/2023	eft	Bill.com		X	6210 · I.T. ...		71.87	138,834.08
Deposit	08/08/2023			Deposit	X	-SPLIT-	352.48		139,186.56
Bill Pmt -Check	08/10/2023	ACH	Poudre Valley REA	County Ro...	X	2000 · ACC...		267.91	138,918.65
General Journal	08/11/2023	2022...		8.11.23 pa...	X	2140 · FPP...		39,101.17	99,817.48
General Journal	08/11/2023	2022...		8.11.23 pa...	X	2140 · FPP...		9,199.69	90,617.79
Transfer	08/11/2023			Funds Tra...	X	107.200 · ...	100,000.00		190,617.79
Bill Pmt -Check	08/14/2023	ACH	Pinnacol Assurance	31515	X	2000 · ACC...		4,833.00	185,784.79
General Journal	08/14/2023	2022...		8.14.23 su...	X	5010 · Sala...		4,420.28	181,364.51
General Journal	08/14/2023	2022...		8.14.23 su...	X	5010 · Sala...		785.31	180,579.20
Bill Pmt -Check	08/15/2023	ach	Northern Colorado Wate...	# 409.11 ...	X	2000 · ACC...		39.00	180,540.20
Bill Pmt -Check	08/15/2023	ACH	Northern Colorado Wate...	# 410.13 ...	X	2000 · ACC...		55.38	180,484.82
Bill Pmt -Check	08/15/2023		Northern Colorado Wate...	Account #...	X	2000 · ACC...		39.00	180,445.82
Bill Pmt -Check	08/15/2023		Northern Colorado Wate...	QuickBook...	X	2000 · ACC...	0.00		180,445.82
Bill Pmt -Check	08/15/2023	9999	AFLAC	June 2023...		2000 · ACC...		261.14	180,184.68
Bill Pmt -Check	08/15/2023	EFT...	BankCard Center		X	2000 · ACC...		2,275.47	177,909.21
Bill Pmt -Check	08/15/2023	9999	Bomgaars	Purchase ...	X	2000 · ACC...		13.86	177,895.35
Bill Pmt -Check	08/15/2023	9999	Christine Gaiter	Board of D...		2000 · ACC...		300.00	177,595.35
Bill Pmt -Check	08/15/2023	9999	David Pierson	Board of D...		2000 · ACC...		300.00	177,295.35
Bill Pmt -Check	08/15/2023	9999	DJs Sport Shoppe	Invoice #1...		2000 · ACC...		490.45	176,804.90
Bill Pmt -Check	08/15/2023	9999	First Responder Trauma ...	INVOICE ...	X	2000 · ACC...		1,500.00	175,304.90
Bill Pmt -Check	08/15/2023	9999	ICC-		X	2000 · ACC...		2,436.00	172,868.90
Bill Pmt -Check	08/15/2023	9999	John Alexander Hunter	Board Me...	X	2000 · ACC...		200.00	172,668.90
Bill Pmt -Check	08/15/2023	9999	Lyons Gaddis	196	X	2000 · ACC...		752.00	171,916.90
Bill Pmt -Check	08/15/2023	9999	Mr. Jason Meyers	Board of D...	X	2000 · ACC...		300.00	171,616.90
Bill Pmt -Check	08/15/2023	9999	Municipal Emergency Se...	IN1916069	X	2000 · ACC...		104.62	171,512.28
Bill Pmt -Check	08/15/2023	9999	Richard Bollinger			2000 · ACC...		500.00	171,012.28
Bill Pmt -Check	08/15/2023	9999	Standard Insurance Com...	July 2023	X	2000 · ACC...		661.25	170,351.03
Bill Pmt -Check	08/15/2023	9999	Wellington Professional ...	Union Due...	X	2000 · ACC...		290.78	170,060.25
Transfer	08/15/2023			Funds Tra...	X	107.400 · T...	32,543.00		202,603.25
Bill Pmt -Check	08/20/2023	EFT...	Northern Colorado Wate...	Account #...	X	2000 · ACC...		59.31	202,543.94
Bill Pmt -Check	08/20/2023	ACH	Republic Services	Waste Ser...	X	2000 · ACC...		192.87	202,351.07
Check	08/21/2023	ach	Paylocity		X	7060 · Payr...		1,186.54	201,164.53
Check	08/21/2023	ach	Rocky Mountain Reserve		X	2106 · Emp...		221.50	200,943.03
Bill Pmt -Check	08/22/2023	ACH	Town of Wellington		X	2000 · ACC...		252.13	200,690.90
Bill Pmt -Check	08/22/2023	ACH	Black Hills Energy		X	2000 · ACC...		122.41	200,568.49
Bill Pmt -Check	08/22/2023	ACH	Xcel Energy	839773058	X	2000 · ACC...		970.18	199,598.31
General Journal	08/25/2023	2022...		8.25.23 Pa...	X	5010 · Sala...		44,674.92	154,923.39
General Journal	08/25/2023	2022...		8.25.23 Pa...	X	5010 · Sala...		10,522.60	144,400.79
Check	08/28/2023	ach	Anthem Blue Cross & Bl...		X	2106 · Emp...		10,288.52	134,112.27
Bill Pmt -Check	08/31/2023	Auto...	Senergy Petroleum		X	2000 · ACC...		1,966.79	132,145.48
General Journal	08/31/2023	2022...		FPPA pay...	X	-SPLIT-		13,595.24	118,550.24
Check	08/31/2023			Service C...	X	600.236 · B...		32.00	118,518.24
Total 107.000 · Operating - Points West - 5485							132,895.48	160,781.67	118,518.24
107.200 · Money Market - Points West 3800									1,486,670.21
General Journal	08/10/2023	2022...			X	4010 · PR...	55,857.41		1,542,527.62
Transfer	08/11/2023			Funds Tra...	X	107.000 · ...		100,000.00	1,442,527.62

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09/14/23

Accrual Basis

Wellington Fire Protection District
Monthly Disbursements
 As of August 31, 2023

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
Deposit	08/15/2023			Interest	X	4020 · EAR...	3,181.05		1,445,708.67
Total 107.200 · Money Market - Points West 3800							59,038.46	100,000.00	1,445,708.67
108.000 · Operating - 1st National Bank									43,237.71
Total 108.000 · Operating - 1st National Bank									43,237.71
Total CASH - GENERAL FUND							191,933.94	260,781.67	1,607,464.62
1072 · Bill.com Money Out Clearing									352.48
Bill Pmt -Check	08/01/2023	Bill.c...	Life Assist	https://app...		2000 · ACC...		170.60	181.88
Transfer	08/01/2023			Life Assist		107.000 · ...	170.60		352.48
Total 1072 · Bill.com Money Out Clearing							170.60	170.60	352.48
TOTAL							192,144.73	293,495.27	1,858,705.20

Wellington Fire Protection District Profit & Loss Budget Performance August 2023

	Aug 23	Budget	\$ Over Budget	Jan - Aug 23	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
Tax Levy Revenue							
4010 · PROPERTY TAXES	34,841.24	27,008.38	7,832.86	2,964,444.10	2,954,731.03	9,713.07	3,062,694.01
4013 · Tax Rebate Payment	0.00	-1,189.00	1,189.00	0.00	-9,513.00	9,513.00	-14,269.00
4011 · DELQ TAX & INTEREST	890.72			1,390.95			
4012 · SPECIFIC OWNERSHIP	19,338.77	19,099.00	239.77	148,133.47	139,558.00	8,575.47	214,390.00
Total Tax Levy Revenue	55,070.73	44,918.38	10,152.35	3,113,968.52	3,084,776.03	29,192.49	3,262,815.01
Non Tax Levy Revenue							
4014 · WILDLAND FIREFIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00
4015 · IMPACT FEES	1,501.36			33,646.79			
4016 · SERVICE FEES	0.00	1,167.00	-1,167.00	24,094.00	9,336.00	14,758.00	14,000.00
4017 · MISCELLANEOUS	0.00	417.00	-417.00	15,556.75	3,332.00	12,224.75	5,000.00
4018 · DONATIONS	0.00	2,083.00	-2,083.00	25,620.00	16,668.00	8,952.00	25,000.00
4019 · GRANTS	0.00	1,767.00	-1,767.00	0.00	14,132.00	-14,132.00	21,200.00
1.400.0 · REVENUE							
4020 · EARNINGS ON DEPOSITS	3,221.24			7,996.05			
Total 1.400.0 · REVENUE	3,221.24			7,996.05			
Total Non Tax Levy Revenue	4,722.60	5,434.00	-711.40	106,913.59	43,468.00	63,445.59	215,200.00
Total Income	59,793.33	50,352.38	9,440.95	3,220,882.11	3,128,244.03	92,638.08	3,478,015.01
Gross Profit	59,793.33	50,352.38	9,440.95	3,220,882.11	3,128,244.03	92,638.08	3,478,015.01
Expense							
Personnel Costs							
5010 · Salaries and Wages	91,590.66	122,293.00	-30,702.34	944,949.83	1,030,947.00	-85,997.17	1,577,416.00
5030 · Overtime	27,228.85	8,100.00	19,128.85	131,508.16	68,800.00	62,708.16	105,000.00
5020 · Wildland Salaries	0.00	0.00	0.00	0.00	0.00	0.00	90,000.00
5025 · District Board Compensation	0.00	1,000.00	-1,000.00	4,800.00	8,000.00	-3,200.00	12,000.00
5040 · Vacation Pay/Sick Pay	2,022.33	1,500.00	522.33	31,752.53	12,800.00	18,952.53	20,000.00
5060 · Volunteer & Reserve Pay	0.00	598.00	-598.00	1,750.00	4,784.00	-3,034.00	7,176.00
5110 · Employer Taxes	3,317.49	3,700.00	-382.51	27,209.28	31,400.00	-4,190.72	47,807.00
5120 · Workers Compensation	5,075.99	5,002.00	73.99	48,905.99	40,013.00	8,892.99	60,021.00
5210 · Health, Dental & Visions Ins	8,089.56	10,700.00	-2,610.44	71,396.92	91,000.00	-19,603.08	139,400.00
5220 · Other Employee Benefits	782.76	2,900.00	-2,117.24	1,936.56	24,600.00	-22,663.44	37,499.00
5230 · FPPA Expense	13,969.67	15,700.00	-1,730.33	121,180.69	133,400.00	-12,219.31	203,487.00
5240 · 457 Expense	1,754.30	3,700.00	-1,945.70	19,842.70	31,500.00	-11,657.30	48,684.00
5260 · Uniform Expense	104.62	750.00	-645.38	3,923.63	6,000.00	-2,076.37	9,000.00
5270 · Awards & Recognition	112.19	179.00	-66.81	336.55	1,430.00	-1,093.45	2,146.00
Total Personnel Costs	154,048.42	176,122.00	-22,073.58	1,409,492.84	1,484,674.00	-75,181.16	2,359,636.00
Buildings & Land							
6010 · Utilities	3,893.92	3,950.00	-56.08	32,339.32	31,600.00	739.32	47,400.00
6020 · Station Supplies	305.62	417.00	-111.38	2,233.63	3,332.00	-1,098.37	5,000.00
6030 · Building Repairs & Maintenance	0.00	1,667.00	-1,667.00	3,000.65	13,332.00	-10,331.35	20,000.00
Total Buildings & Land	4,199.54	6,034.00	-1,834.46	37,573.60	48,264.00	-10,690.40	72,400.00
Vehicles & Equipment							
6110 · Firefighting Equipment	312.19	500.00	-187.81	1,142.50	4,000.00	-2,857.50	6,000.00
6120 · Fuel Expense	1,644.31	2,250.00	-605.69	10,096.89	18,000.00	-7,903.11	27,000.00
6130 · EMS Supplies	0.00	500.00	-500.00	1,895.65	4,000.00	-2,104.35	6,000.00
6140 · Vehicles Repairs & Maintenance	416.66	5,418.00	-5,001.34	10,405.42	43,350.00	-32,944.58	65,022.00
6150 · EMS & Firefighting Equip Maint	0.00	417.00	-417.00	1,897.93	3,332.00	-1,434.07	5,000.00
6160 · Small Equipment	0.00	19.00	-19.00	0.00	149.00	-149.00	225.00
6170 · PPE	0.00	833.00	-833.00	6,828.68	6,668.00	160.68	10,000.00
Total Vehicles & Equipment	2,373.16	9,937.00	-7,563.84	32,267.07	79,499.00	-47,231.93	119,247.00
Communication & IT							
6210 · I.T. Expenses	1,354.47	2,971.00	-1,616.53	22,590.17	23,770.00	-1,179.83	35,654.00
6220 · Radio Maintenance	0.00	208.00	-208.00	1,261.43	1,668.00	-406.57	2,500.00
6230 · Dispatch	567.67	1,205.00	-637.33	7,456.79	9,643.00	-2,186.21	14,463.00
6240 · Computer Equip & Maintenance	0.00	125.00	-125.00	0.00	1,000.00	-1,000.00	1,500.00
Total Communication & IT	1,922.14	4,509.00	-2,586.86	31,308.39	36,081.00	-4,772.61	54,117.00
Travel & Training & Oper Supp							
6310 · Health & Safety	1,500.00	2,333.00	-833.00	20,792.00	18,668.00	2,124.00	28,000.00
6320 · Wildland Travel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
6330 · Training & Seminars	0.00	925.00	-925.00	5,407.38	11,275.00	-5,867.62	15,000.00

Wellington Fire Protection District Profit & Loss Budget Performance

August 2023

	Aug 23	Budget	\$ Over Budget	Jan - Aug 23	YTD Budget	\$ Over Budget	Annual Budget
6340 · Medical Training	0.00	557.00	-557.00	176.28	4,456.00	-4,279.72	6,682.00
6350 · Firefighter Rehab	32.59	42.00	-9.41	202.73	332.00	-129.27	500.00
Travel & Training & Oper Supp - Other	-30.00			-30.00			
Total Travel & Training & Oper Supp	1,502.59	3,857.00	-2,354.41	26,548.39	34,731.00	-8,182.61	65,182.00
Managerial Expenses							
7010 · Office Supplies	88.42	158.00	-69.58	1,100.27	1,258.00	-157.73	1,890.00
7015 · Postage & Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7020 · Accounting & Finance	12,000.00	5,000.00	7,000.00	61,000.00	65,000.00	-4,000.00	90,000.00
7025 · Legal Expenses	0.00	833.00	-833.00	1,931.80	6,668.00	-4,736.20	10,000.00
7030 · Professional Fees	0.00	625.00	-625.00	7,305.98	5,000.00	2,305.98	7,500.00
7040 · Leases	0.00	167.00	-167.00	0.00	1,332.00	-1,332.00	2,000.00
7050 · Fees/Dues/Subscriptions	82.95	153.00	-70.05	7,619.44	8,343.00	-723.56	8,960.00
7060 · Payroll Processing Fees	1,186.54	650.00	536.54	5,985.22	5,200.00	785.22	7,800.00
7070 · County Treasurer Fees	714.68	1,900.00	-1,185.32	59,316.06	58,476.00	840.06	66,256.00
7080 · Bank Service Charges							
600.236 · BANKING FEES	32.00			32.00			
7080 · Bank Service Charges - Other	-0.09	23.00	-23.09	75.91	190.00	-114.09	282.00
Total 7080 · Bank Service Charges	31.91	23.00	8.91	107.91	190.00	-82.09	282.00
7100 · Insurance Expenses	0.00	2,750.00	-2,750.00	15,500.00	22,000.00	-6,500.00	33,000.00
7110 · District Board Expenses	28.80	208.00	-179.20	438.80	1,668.00	-1,229.20	2,500.00
7120 · Elections Costs	0.00	0.00	0.00	10,726.60	14,000.00	-3,273.40	14,000.00
7130 · Grant Expenses	0.00	267.00	-267.00	0.00	2,132.00	-2,132.00	3,200.00
7140 · Interest Expense	0.00	0.00	0.00	8,440.38	6,777.00	1,663.38	6,777.00
Total Managerial Expenses	14,133.30	12,734.00	1,399.30	179,472.46	198,044.00	-18,571.54	254,165.00
Fire Prevention							
6401 · Public Education	0.00	83.00	-83.00	0.00	668.00	-668.00	1,000.00
6402 · Supplies-Enforcement	0.00	235.00	-235.00	961.04	1,883.00	-921.96	2,823.00
Total Fire Prevention	0.00	318.00	-318.00	961.04	2,551.00	-1,589.96	3,823.00
Capital Outlay							
7945 · C/O - Communicaiton Equipment	0.00	833.00	-833.00	0.00	6,668.00	-6,668.00	10,000.00
Total Capital Outlay	0.00	833.00	-833.00	0.00	6,668.00	-6,668.00	10,000.00
Contingencies							
8002 · Contingencies (Funding Reserve)	0.00	0.00	0.00	0.00	0.00	0.00	48,997.00
8003 · Volunteer Pension Contribution	0.00	0.00	0.00	0.00	0.00	0.00	105,876.00
Total Contingencies	0.00	0.00	0.00	0.00	0.00	0.00	154,873.00
Total Expense	178,179.15	214,344.00	-36,164.85	1,717,623.79	1,890,512.00	-172,888.21	3,093,443.00
Net Ordinary Income	-118,385.82	-163,991.62	45,605.80	1,503,258.32	1,237,732.03	265,526.29	384,572.01
Net Income	-118,385.82	-163,991.62	45,605.80	1,503,258.32	1,237,732.03	265,526.29	384,572.01

Wellington Fire Protection District
Balance Sheet Prev Year Comparison
As of August 31, 2023

	Aug 31, 23	Aug 31, 22	\$ Change
2170 · End Leave Payout	59,246.99	92,316.44	-33,069.45
Payroll Liabilities - Other	-822.45	0.00	-822.45
Total Payroll Liabilities	110,513.36	160,151.89	-49,638.53
2022 · FNBO - Line Of Credit	0.00	455,027.00	-455,027.00
2023 · SH of Colorado - Hwy 1	139,000.00	142,424.00	-3,424.00
2024 · Larimer Cty Impact Fees for Hwy	227,920.00	386,280.00	-158,360.00
220.100 · Deferred Property Tax Revenue	3,048,274.76	3,034,451.00	13,823.76
2250 · Accrued Interest Payable	2,353.46	6,981.00	-4,627.54
2270 · Net Pension Liab	689,253.00	873,465.00	-184,212.00
2275 · Deferred Inflows - Pension	1,440,608.00	1,464,399.00	-23,791.00
Total Other Current Liabilities	5,659,423.94	6,523,178.89	-863,754.95
Total Current Liabilities	5,685,661.92	6,523,097.77	-837,435.85
Long Term Liabilities			
8.24700 · Loan Payable			
2350 · Bunker Gear Loan	44,764.69	66,207.23	-21,442.54
2360 · Station Alerting System Loan	47,546.25	70,158.62	-22,612.37
2370 · Fire Truck Refurb	36,689.79	72,158.06	-35,468.27
Total 8.24700 · Loan Payable	129,000.73	208,523.91	-79,523.18
Total Long Term Liabilities	129,000.73	208,523.91	-79,523.18
Total Liabilities	5,814,662.65	6,731,621.68	-916,959.03
Equity			
EQUITY			
300.050 · Reserved Cont.	42,360.00	42,360.00	0.00
300.100 · Fund Balance - Undesignated	1,314,455.00	1,314,455.00	0.00
300.150 · Reserved For Capital Outlay	1,316,815.00	1,316,815.00	0.00
300.200 · Fund Balance - Restricted	1,398,769.00	1,398,769.00	0.00
300.300 · Investment in Fixed Assets	2,883,430.00	2,883,430.00	0.00
399.999 · R.E. SUMMARY	-165,975.00	0.00	-165,975.00
Total EQUITY	6,789,854.00	6,955,829.00	-165,975.00
1.399.9 · RETAINED EARNINGS	-3,753,780.33	-4,951,418.74	1,197,638.41
Net Income	1,503,258.32	1,104,702.33	398,555.99
Total Equity	4,539,331.99	3,109,112.59	1,430,219.40
TOTAL LIABILITIES & EQUITY	10,353,994.64	9,840,734.27	513,260.37

Wellington Fire Protection District
Cash Analysis
For the Year Ending December 31, 2023

	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Beginning Cash balance	1,544,426	1,436,166	1,243,339	1,050,197	602,443	398,569	171,155
Transfers from impact fees	-	-	-	-	-	-	-
Property taxes	⌘ 84,567	-	-	-	-	-	-
Other expected income	⌘ 18,517	18,517	18,517	18,517	18,517	18,517	18,517
Interest	⌘ 3,000	3,000	3,000	3,000	3,000	3,000	3,000
Expected expenses	⌘ (214,344)	(214,344)	(214,658)	(469,271)	(225,391)	(225,391)	(225,391)
Loan payments						(23,539)	(62,939)
Expected cash available	1,436,166	1,243,339	1,050,197	602,443	398,569	171,155	(95,658)

- ⌘ This is based on avg monthly expenses for the year plus known payments coming up that are not monthly expenses
- ⌘ Specific ownership taxes based on average for the year
- ⌘ estimated
- ⌘ Calculated using amount collected to date vs the budgeted amount remaining.

2. LETA Agreement

**~~FOURTH~~FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE ESTABLISHMENT OF
LARIMER EMERGENCY TELEPHONE AUTHORITY**

This ~~Fifth~~fourth Amended Intergovernmental Agreement (“Agreement”) is entered into effective ~~November~~ November 1, 202~~3~~1, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as “Parties” and are referred to herein individually by name or as “Party.”

Counties (2~~1~~)/Cities (2)/Towns (6)

County of Larimer

County of Jackson

City of Fort Collins

City of Loveland

Town of Berthoud

Town of Estes Park

Town of Johnstown

Town of Timnath

Town of Wellington

Town of Windsor

Hospital/Health Services Districts (3)

Health District of Northern Larimer
County

Park Hospital District

Thompson Valley Health Services
District

State (1)

Colorado State University

Fire Authorities (2)

Loveland Fire Rescue Authority

Poudre Fire Authority

Fire Protection Districts (15)

Allenspark Fire Protection District

Berthoud Fire Protection District

Crystal Lakes Fire Protection District

Estes Valley Fire Protection District

Front Range Fire Rescue Fire Protection District
(f/k/a Johnstown Fire Protection District)

Glacier View Fire Protection District

Livermore Fire Protection District

Loveland Rural Fire Protection District

Lyons Fire Protection District

Pinewood Springs Fire Protection District

Poudre Canyon Fire Protection District

Poudre Valley Fire Protection District

Red Feather Lakes Fire Protection District

Wellington Fire Protection District

Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an “Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service” (“the IGA”) to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority (“LETA”);

WHEREAS, the IGA was thereafter amended ~~three~~four times effective July 7, 1999, April 5, 2002, ~~and~~ July 21, 2009, and November 1, 2021, with the November 1, 2021 July 21, 2009-amendment being known as the “Fourth Third-Amended IGA”;

WHEREAS, in Larimer County, there are also three volunteer fire departments organized as nonprofit corporations under Colorado law, which are not signatories to the IGA: Glen Haven Area Volunteer Fire Department, Rist Canyon Volunteer Fire Department, and Volunteer Fire

Department of Big Elk.

WHEREAS, in April of 2023, the Jackson County Sheriff's Office reached out to LETA for advice and counsel on matters related to emergency telephone service and emergency notification service within Jackson County, Colorado;

WHEREAS, after some initial exploratory conversations and subsequent due diligence, the Jackson County Board of County Commissioners made a formal request that LETA's jurisdiction be expanded to include Jackson County and that Jackson County become an additional signatory to LETA's IGA;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the ~~25~~thirty (30) signatories to the ~~Third~~Fourth Amended IGA, the Parties desire to update the IGA, as amended, to reflect the expansion of changes LETA's jurisdiction to include Jackson County and the addition of Jackson County as a signatory to LETA's IGA in federal and state law, the signatories to the IGA, advancements in 911 call technology and infrastructure, and the intent and purposes as to Larimer Emergency Telephone Authority's operations;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in the jurisdiction Larimer County;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and
2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, ~~and~~ April 5, 2002, July 29, 2009, and the ~~Fourth~~Third Amended IGA.

III. DEFINITIONS

As used herein:

A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: “emergency telephone charge,” “911 access connection,” “911 call,” “911 surcharge,” “emergency notification service” “emergency service provider,” “public agency,” “public safety answering point” (“PSAP”), which is interchangeable with emergency communications center (“ECC”), “service supplier,” and “service user.”

B. “Agreement” means this ~~Fourth~~Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. “Board” means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. “Bylaws” means the bylaws of the Governing Body as described in Section V(7).

E. “Emergency telephone service” means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. “Governing Body” means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. “Governing Body's jurisdiction” means within the combined geographic boundaries of Larimer County and Jackson County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. “Governing Body's emergency telephone service area” means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

H.I. “Parties” means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party’s withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

H.J. “Proportional basis” as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in Larimer County~~the Governing Body’s jurisdiction~~. The Board shall determine the data to use for this calculation based on the Board’s determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) “Identified Political Subdivisions” means Larimer County and each city and town that is a Party, and excludes Jackson County, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority (“LETA”). The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act’s definition of a “public entity.” The Parties further intend that the Governing Body meet the definition of a “nonprofit organization” under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body’s jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution (“Amendment 1”), and, to the extent that

Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of eight (8) ~~seven (7)~~ directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official in or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The Jackson County Board of County Commissioners appoints the Jackson County Sheriff, or the Sheriff's designee who meets the qualifications to serve as the director, to represent Jackson County.

b.c. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e.d. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give

to the Governing Body notice of any change in its method for appointment.

~~d.e.~~ e. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e.f. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts; and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. ~~Directors may participate in a meeting remotely by means of telecommunication that permits the director to hear and be heard by all individuals in attendance (audio and/or video) and shall be deemed present for a quorum and entitled to vote at the meeting.~~ A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision in the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

c. adopting budgets, maintaining bank accounts, and investing funds.

d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.

e. negotiating, entering into, amending (if necessary), and performing contracts.

f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.

g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network

- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events
- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

h. determining who is authorized to send emergency alerts and the circumstances under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement

who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges, as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

On and after the effective date of this Agreement, Jackson County will promptly deliver, transfer, and assign to the Governing Body:

1. the entire balance of funds it holds for purposes of providing emergency telephone service and emergency notification service in Jackson County, but no less than \$55,000.00;
2. the entire balance of any funds it receives or has received from the state or federal government or grants for purposes of improving emergency telephone service and emergency notification service in Jackson County, but no less than \$70,000.00;
3. all rights, title, and interest to all charges and surcharges due Jackson County for

emergency telephone service under Colorado statute (Title 29, Article 11, Part 1) and deliver the same to the Governing Body, and Jackson County will execute all documents necessary for carriers and the Public Utilities Commission to deliver directly to the Governing Body all such charges and surcharges in the future; and

4. unencumbered title to any PSAP equipment or other assets owned by Jackson County that would assist the Governing Body in its administration and/or operation emergency telephone service and emergency notification service. Jackson County shall execute any documents reasonably necessary to effectuate the transfer of title.

Similar to Agreements with the Governing Body's other PSAPs, Jackson County agrees to (a) insure the Governing Body's equipment located in a PSAP in Jackson County, and (b) provide proof of insurance promptly upon the Governing Body's written request.

The Governing Body will not become a successor to or assignee of any contracts currently in place for purposes of providing emergency telephone service and emergency notification service in Jackson County, with the exception of the current tariff in place for the provision of basic emergency service in Colorado.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the

calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the Governing Body located within Larimer County shall be distributed on a proportional basis pursuant to Section III(J) either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. For purposes of this Agreement, all cash, bank, and investment accounts of LETA are deemed to be located within Larimer County. All assets of the Governing Body located within Jackson County shall be distributed to Jackson County either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS,
AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the

then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board of County Commissioners in the case of Larimer County and Jackson County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, Jackson County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

<p>COUNTY OF LARIMER STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p><u>William Ressue, County Attorney</u></p> <p>Date: _____</p>	
<p>COUNTY OF JACKSON STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>ALLENSPARK FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Jill Allington, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>CITY OF FORT COLLINS, COLORADO</p> <p>By: _____ Jeni Arndt, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p><u>Cyril Vidergar</u></p> <p>Date: _____</p>	<p>BERTHOUD FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Dan Hershman, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>CITY OF LOVELAND, COLORADO</p> <p>By: _____ <u>Jacki Marsh, Mayor</u>Stephen C. Adams, City Manager</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Laurie Stirman</p> <p>Date: _____</p>	<p>CRYSTAL LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Jody Sandquist, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>
<p>TOWN OF BERTHOUD, COLORADO</p> <p>By: _____ <u>William Karspeck, Mayor</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>	<p>ESTES VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Jon Hodde, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>
<p>TOWN OF ESTES PARK, COLORADO</p> <p>By: _____ Wendy Koenig-Schuett, Mayor</p> <p>ATTEST: _____ <u>Jackie Williamson, Town Clerk</u></p> <p>APPROVED AS TO FORM (if applicable): _____ Dan Kramer</p> <p>Date: _____</p>	<p>FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Darrin Rutt, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Date: _____</p>

<p>TOWN OF JOHNSTOWN, COLORADO</p> <p>By: _____ <u>Gary Lebsack, Mayor</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>GLACIER VIEW FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>David Burk, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF TIMNATH, COLORADO</p> <p>By: _____ <u>Mark Soukup, Mayor</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>LIVERMORE FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF WELLINGTON, COLORADO</p> <p>By: _____ <u>Troy Hamman, Tory Whanau, Mayor</u></p> <p>ATTEST: _____ <u>Krystal Eucker, Town Clerk</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Dan Sapienza</p> <p>Date: _____</p>	<p>LOVELAND RURAL FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Jeff Swanty, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF WINDSOR, COLORADO</p> <p>By: _____ <u>Paul Rennemeyer, Rosa Reynoza, Mayor</u></p> <p>ATTEST: _____ Karen Frawley, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____ Ian McCargar</p> <p>Date: _____</p>	<p>LYONS FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Paul Davidovich, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ _____</p> <p>Date: _____</p>
<p>HEALTH DISTRICT OF NORTHERN LARIMER COUNTY</p> <p>By: _____ <u>Michael D. Liggett, Molly Gutilla, Board President</u></p> <p>ATTEST: _____ <u>Anita Benavidez, Asst. to E.D.</u></p> <p>APPROVED AS TO FORM (if applicable): _____ _____</p> <p>Date: _____</p>	<p>PINEWOOD SPRINGS FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Michael Graham, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ _____</p> <p>Date: _____</p>
<p>PARK HOSPITAL DISTRICT</p> <p>By: _____ <u>Gary Hall, CIO/COO, Estes Park Health</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ _____</p>	<p>POUDRE CANYON FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Gene Mericle, Pat Conway, President</u></p> <p>ATTEST: _____ <u>Paula Collins, Secretary</u></p> <p>APPROVED AS TO FORM (if applicable): _____ _____</p>

<p>Date: _____</p> <p>THOMPSON VALLEY HEALTH SERVICES DISTRICT</p> <p>By: _____ <u>Tom Blomquist, Chair</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>Date: _____</p> <p>POUDRE VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Derek Bergsten, Chief</p> <p>ATTEST: _____ Sean Jones, Battalion Chief</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p><u>THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY</u></p> <p>By: _____ <u>Brendan Hanlon, VPUO</u></p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p><u>Linda Schutjer, Senior Legal Counsel</u></p> <p>Date: _____</p>	<p>RED FEATHER LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ <u>Dan Defibaugh, President</u></p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>LOVELAND FIRE RESCUE AUTHORITY</p> <p>By: _____ Jeff Swanty, Board Chair</p> <p>ATTEST: _____ Kristen Cummings</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p><u>Emily Powell</u></p>	<p>WELLINGTON FIRE PROTECTION DISTRICT</p> <p>By: _____ Gary Green, Chief <u>David Pierson, Vice President</u></p> <p>ATTEST: _____ Ashley Macdonald, Deputy District Manager</p> <p>APPROVED AS TO FORM (if applicable): _____</p>

Date: _____	Date: _____
POUDRE FIRE AUTHORITY	WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT
By: _____ <u>David Pusey, Chair</u>	By: _____ <u>Andrew Rosen, President</u>
ATTEST: _____	ATTEST: _____
APPROVED AS TO FORM (if applicable): _____	APPROVED AS TO FORM (if applicable): _____
<u>Emily Powell</u>	
Date: _____	Date: _____

**FIFTH AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE ESTABLISHMENT OF
LARIMER EMERGENCY TELEPHONE AUTHORITY**

This Fifth Amended Intergovernmental Agreement (“Agreement”) is entered into effective November 1, 2023, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as “Parties” and are referred to herein individually by name or as “Party.”

Counties (2) /Cities (2) /Towns (6)

County of Larimer
County of Jackson
City of Fort Collins
City of Loveland
Town of Berthoud
Town of Estes Park
Town of Johnstown
Town of Timnath
Town of Wellington
Town of Windsor

Hospital/Health Services Districts (3)

Health District of Northern Larimer
County
Park Hospital District
Thompson Valley Health Services
District

State (1)

Colorado State University

Fire Authorities (2)

Loveland Fire Rescue Authority
Poudre Fire Authority

Fire Protection Districts (15)

Allenspark Fire Protection District
Berthoud Fire Protection District
Crystal Lakes Fire Protection District
Estes Valley Fire Protection District
Front Range Fire Rescue Fire Protection District
(f/k/a Johnstown Fire Protection District)
Glacier View Fire Protection District
Livermore Fire Protection District
Loveland Rural Fire Protection District
Lyons Fire Protection District
Pinewood Springs Fire Protection District
Poudre Canyon Fire Protection District
Poudre Valley Fire Protection District
Red Feather Lakes Fire Protection District
Wellington Fire Protection District
Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an “Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service” (“the IGA”) to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority (“LETA”);

WHEREAS, the IGA was thereafter amended four times effective July 7, 1999, April 5, 2002, July 21, 2009, and November 1, 2021, with the November 1, 2021 amendment being known as the “Fourth Amended IGA”;

WHEREAS, in Larimer County, there are also three volunteer fire departments organized as nonprofit corporations under Colorado law, which are not signatories to the IGA: Glen Haven Area Volunteer Fire Department, Rist Canyon Volunteer Fire Department, and Volunteer Fire Department of Big Elk.

WHEREAS, in April of 2023, the Jackson County Sheriff's Office reached out to LETA for advice and counsel on matters related to emergency telephone service and emergency notification service within Jackson County, Colorado;

WHEREAS, after some initial exploratory conversations and subsequent due diligence, the Jackson County Board of County Commissioners made a formal request that LETA's jurisdiction be expanded to include Jackson County and that Jackson County become an additional signatory to LETA's IGA;

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the thirty (30) signatories to the Fourth Amended IGA, the Parties desire to update the IGA, as amended, to reflect the expansion of LETA's jurisdiction to include Jackson County and the addition of Jackson County as a signatory to LETA's IGA;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in the jurisdiction;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and
2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, April 5, 2002, July 29, 2009, and the Fourth Amended IGA.

III. DEFINITIONS

As used herein:

A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: “emergency telephone charge,” “911 access connection,” “911 call,” “911 surcharge,” “emergency notification service” “emergency service provider,” “public agency,” “public safety answering point” (“PSAP”), which is interchangeable with emergency communications center (“ECC”), “service supplier,” and “service user.”

B. “Agreement” means this Fifth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. “Board” means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. “Bylaws” means the bylaws of the Governing Body as described in Section V(7).

E. “Emergency telephone service” means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. “Governing Body” means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. “Governing Body's jurisdiction” means within the combined geographic boundaries of Larimer County and Jackson County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. “Governing Body's emergency telephone service area” means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

I. “Parties” means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party's withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

J. “Proportional basis” as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in Larimer County. The Board shall determine the data to use for this calculation based on the Board’s determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) “Identified Political Subdivisions” means Larimer County and each city and town that is a Party, and excludes Jackson County, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority (“LETA”). The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act’s definition of a “public entity.” The Parties further intend that the Governing Body meet the definition of a “nonprofit organization” under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body’s jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution (“Amendment 1”), and, to the extent that Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of

C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of eight (8) directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official in or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The Jackson County Board of County Commissioners appoints the Jackson County Sheriff, or the Sheriff's designee who meets the qualifications to serve as the director, to represent Jackson County.

c. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

d. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park

may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

f. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts; and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision in the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement

of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

c. adopting budgets, maintaining bank accounts, and investing funds.

d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.

e. negotiating, entering into, amending (if necessary), and performing contracts.

f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.

g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network
- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events

- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

h. determining who is authorized to send emergency alerts and the circumstances under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges, as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

On and after the effective date of this Agreement, Jackson County will promptly deliver, transfer, and assign to the Governing Body:

1. the entire balance of funds it holds for purposes of providing emergency telephone service and emergency notification service in Jackson County, but no less than \$55,000.00;
2. the entire balance of any funds it receives or has received from the state or federal government or grants for purposes of improving emergency telephone service and emergency notification service in Jackson County, but no less than \$70,000.00;
3. all rights, title, and interest to all charges and surcharges due Jackson County for emergency telephone service under Colorado statute (Title 29, Article 11, Part 1) and deliver the same to the Governing Body, and Jackson County will execute all documents necessary for carriers and the Public Utilities Commission to deliver directly to the Governing Body all such charges and surcharges in the future; and
4. unencumbered title to any PSAP equipment or other assets owned by Jackson County that would assist the Governing Body in its administration and/or operation emergency telephone service and emergency notification service. Jackson County

shall execute any documents reasonably necessary to effectuate the transfer of title.

Similar to Agreements with the Governing Body's other PSAPs, Jackson County agrees to (a) insure the Governing Body's equipment located in a PSAP in Jackson County, and (b) provide proof of insurance promptly upon the Governing Body's written request.

The Governing Body will not become a successor to or assignee of any contracts currently in place for purposes of providing emergency telephone service and emergency notification service in Jackson County, with the exception of the current tariff in place for the provision of basic emergency service in Colorado.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the

Governing Body located within Larimer County shall be distributed on a proportional basis pursuant to Section III(J) either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. For purposes of this Agreement, all cash, bank, and investment accounts of LETA are deemed to be located within Larimer County. All assets of the Governing Body located within Jackson County shall be distributed to Jackson County either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS,
AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board of County Commissioners in the case of Larimer County and Jackson County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to

the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, Jackson County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

<p>COUNTY OF LARIMER STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>William Ressue, County Attorney</p> <p>Date: _____</p>	
<p>COUNTY OF JACKSON STATE OF COLORADO</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Thomas Sharp</p> <p>Date: _____</p>	<p>ALLENSPARK FIRE PROTECTION DISTRICT</p> <p>By: _____ Jill Allington, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>CITY OF FORT COLLINS, COLORADO</p> <p>By: _____ Jeni Arndt, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>BERTHOUD FIRE PROTECTION DISTRICT</p> <p>By: _____ Dan Hershman, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>CITY OF LOVELAND, COLORADO</p> <p>By: _____ Jacki Marsh, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____ Laurie Stirman</p> <p>Date: _____</p>	<p>CRYSTAL LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ Jody Sandquist, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF BERTHOUD, COLORADO</p> <p>By: _____ William Karspeck, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>ESTES VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Jon Hodde, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF ESTES PARK, COLORADO</p> <p>By: _____ Wendy Koenig-Schuett, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Dan Kramer</p> <p>Date: _____</p>	<p>FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT</p> <p>By: _____ Darrin Rutt, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF JOHNSTOWN, COLORADO</p> <p>By: _____ Gary Lebsack, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>GLACIER VIEW FIRE PROTECTION DISTRICT</p> <p>By: _____ David Burk, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF TIMNATH, COLORADO</p> <p>By: _____ Mark Soukup, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>LIVERMORE FIRE PROTECTION DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>TOWN OF WELLINGTON, COLORADO</p> <p>By: _____ Tory Whanau, Mayor</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Dan Sapienza</p> <p>Date: _____</p>	<p>LOVELAND RURAL FIRE PROTECTION DISTRICT</p> <p>By: _____ Jeff Swanty, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>TOWN OF WINDSOR, COLORADO</p> <p>By: _____ Rosa Reynoza, Mayor</p> <p>ATTEST: _____ Karen Frawley, Town Clerk</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>LYONS FIRE PROTECTION DISTRICT</p> <p>By: _____ Paul Davidovich, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>HEALTH DISTRICT OF NORTHERN LARIMER COUNTY</p> <p>By: _____ Molly Gutilla, Board President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>PINEWOOD SPRINGS FIRE PROTECTION DISTRICT</p> <p>By: _____ Michael Graham, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>PARK HOSPITAL DISTRICT</p> <p>By: _____</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>POUDRE CANYON FIRE PROTECTION DISTRICT</p> <p>By: _____ Pat Conway, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>THOMPSON VALLEY HEALTH SERVICES DISTRICT</p> <p>By: _____ Tom Blomquist, Chair</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>POUDRE VALLEY FIRE PROTECTION DISTRICT</p> <p>By: _____ Derek Bergsten, Chief</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY</p> <p>By: _____ Brendan Hanlon, VPUO</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Linda Schutjer, Senior Legal Counsel</p> <p>Date: _____</p>	<p>RED FEATHER LAKES FIRE PROTECTION DISTRICT</p> <p>By: _____ Dan Defibaugh, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
<p>LOVELAND FIRE RESCUE AUTHORITY</p> <p>By: _____ Jeff Swanty, Board Chair</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>WELLINGTON FIRE PROTECTION DISTRICT</p> <p>By: _____ Richard Bollinger, Board President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>

<p>POUDRE FIRE AUTHORITY</p> <p>By: _____ David Pusey, Chair</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>	<p>WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT</p> <p>By: _____ Andrew Rosen, President</p> <p>ATTEST: _____</p> <p>APPROVED AS TO FORM (if applicable): _____</p> <p>Date: _____</p>
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4. Discussion of Impact Fee Fund Debt

Wellington Fire Protection District
Governmental Funds Balance Sheet
December 31, 2022

Assets	General Fund	Impact Fees Fund	Total
	<u> </u>	<u> </u>	<u> </u>
Cash and cash equivalents	\$ 405,040	240,902	\$ 645,942
Property taxes receivable	3,048,275	-	3,048,275
Prepaid items	20,105	-	20,105
Due from other funds	<u>32,543</u>	<u>-</u>	<u>32,543</u>
Total assets	<u>\$ 3,505,963</u>	<u>\$ 240,902</u>	<u>\$ 3,746,865</u>
Liabilities			
Accounts payable	20,237	-	20,237
Accrued liabilities	45,907	-	45,907
Line of credit	250,000	-	250,000
Due to other funds	<u>-</u>	<u>32,543</u>	<u>32,543</u>
Total liabilities	<u>316,144</u>	<u>32,543</u>	<u>348,687</u>
Deferred Inflows of Resources			
Deferred property tax revenue	<u>3,048,275</u>	<u>-</u>	<u>3,048,275</u>
Total deferred inflows of resources	<u>3,048,275</u>	<u>-</u>	<u>3,048,275</u>
Fund Balances			
Nonspendable:			
Prepaid items	20,105	-	20,105
Restricted:			
Emergencies	102,129	-	102,129
Assigned			
Impact fees	-	208,359	208,359
Unassigned	<u>19,310</u>	<u>-</u>	<u>19,310</u>
Total fund balances (deficit)	<u>141,544</u>	<u>208,359</u>	<u>349,903</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 3,505,963</u>	<u>\$ 240,902</u>	<u>\$ 3,746,865</u>

The accompanying notes are an integral part of these financial statements.

From: [Christine Gaiter](#)
To: [Christine Gaiter](#)
Subject: FW: \$69,000 Impact Fee
Date: Saturday, September 16, 2023 2:03:53 PM
Attachments: [image001.png](#)
[RE Wellington Open Items 7.18.23 - updated draft attached.msg](#)

From: Abbey Irvine <AbbeyI@hayniecpas.com>
Sent: Thursday, September 7, 2023 11:40 AM
To: Christine Gaiter <cgaiter@wfpd.org>; dgreen greencpafirm.com <dgreen@greencpafirm.com>
Cc: Christine McLeod <ChristineM@hayniecpas.com>
Subject: RE: \$69,000 Impact Fee

Hi Christine;

Attached is correspondence with us and your prior accountant regarding the classification of the impact fee loan repayments. This is the only history we have as this was new in 2022.

I don't recall anything specifically about \$69,000, except it is roughly the amount of the annual loan repayment from 2021 – 2024 to repay the impact fees collected previously from the developer who donated the land parcel to the district. This debt comes out of the impact fee fund, but it should have the cash already allocated to it to repay this debt.

I believe the general fund has repaid the impact fee fund for this by virtue of recording the transfer of fund balance and allocation of cash balances that occurred in 2022. A due to the general fund was setup to pay for expenses paid from the impact fee fund in 2022 and I believe the \$32k transfer we discussed previously made each fund whole and nothing else needs to occur.

There was some commingling of fund activity, and the books weren't completely maintained on a fund basis so it was somewhat difficult to keep track of which fund paid for what.

I suggest keeping these activities separate for each fund for reporting purposes, which should help the Board have a clearer big picture.

I hope this helps,

Thank you,

Abbey Irvine, CPA

200 E. 7th Street
Suite 300
Loveland, CO 80537

o: 970-667-5316

c: 970-443-0936



[Click here](#) to upload files in Suralink.

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DISCLAIMER: Any accounting, business or tax advice contained in this communication, including attachments enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, we would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter, that would define the scope and limits of the desired consultation services.

From: Christine Gaiter <cgaiter@wfpd.org>

Sent: Thursday, August 31, 2023 6:59 AM

To: Abbey Irvine <AbbeyI@hayniecpas.com>

Subject: \$69,000 Impact Fee

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Abbey,

\$69,000 debt to impact fee account came up at our budget meeting last night.

I was wondering if you know any history about the District needing to pay our impact fee account back for \$69,000 in 2023.

A former board member was saying that the General Fund was used to pay Impact Fee expenses and so the District needed to transfer \$69,000 from GF to Impact Fee account.

I don't know anything more than that. I don't know what year these expenses were incorrectly paid in, all I have is an amount. It is in our 2023 budget.

I am just wondering if the \$32k transfer that was noted in the 2022 audit included this \$69k transfer amount or if this is a separate transfer (maybe from the year prior audit). My goal is to determine if this transfer has been completed yet.

Thank you!

Christine Gaiter
Treasurer
Wellington Fire Protection District
714-369-7679

Date	Amount	Notes	
12/20/2019	-\$10,000.00	Transfer to small business 5485	
2/18/2020	\$5,000.00	Transfer from MMDA 3818	From County Impact Fees
3/4/2020	-\$30,000.00	Transfer to small business 5485	
3/10/2020	\$30,000.00	Transfer from small business 5485	
4/7/2020	-\$37,953.39	Transfer to small business 5485	Lease purchase payment for Fire Truck Refurb
6/11/2020	-\$58,000.00	Loan Payment Real Estate - LOC Payment	LOC payment to cover Operating Funds - Shouldn't qualify for impact fee use
6/30/2020	-\$44,000.00	Transfer to small business 5485	
7/14/2020	\$102,000.00	Transfer from MMDA 3800	
10/29/2020	-\$50,000.00	Transfer to small business 5485	
11/3/2020	-\$25,000.00	Transfer to small business 5485	
11/5/2020	-\$50,000.00	Transfer to small business 5485	
11/12/2020	\$125,000.00	Transfer from small business 5485	
11/19/2020	-\$60,000.00	Transfer to small business 5485	
12/9/2020	-\$75,000.00	Transfer to small business 5485	
12/21/2020	\$60,000.00	Transfer from small business 5485	
12/30/2020	-\$60,000.00	Transfer to small business 5485	
2/19/2021	-\$50,000.00	Transfer to small business 5485	
3/1/2021	-\$50,000.00	Transfer to small business 5485	
3/4/2021	-\$65,000.00	Transfer to small business 5485	
3/18/2021	\$75,000.00	Transfer from small business 5485	
3/18/2021	\$2,060.07	Transfer from small business 5485	
4/9/2021	\$160,000.00	Transfer from small business 5485	
5/17/2021	-\$69,000.00	Transfer to small business 5485	
	-\$174,893.32	Total shortage to TOW Impact account including lease purchase payment	
	\$37,953.39	Lease purchase payment Truck Refurb (2020)	Paid from Operating Fund Checking Account 4/7/2020 Ck# 5861
	-\$136,939.93	Shortage owed back to TOW Impact Fee Account as of 5/2021	
	\$24,986.54	Lease purchase payment Station Alerting (2021)	Paid from Operating Fund Checking Account 4/1/2021 Ck# 6201
	\$37,953.39	Lease purchase payment Truck Refurb (2021)	Paid from Operating Fund Checking Account 4/1/2021 Ck# 6201
	\$24,986.54	Lease purchase payment Station Alerting (2022)	Paid from Operating Fund Checking Account 4/1/2022 Ck# 5995
	\$37,953.39	Lease purchase payment Truck Refurb (2022)	Paid from Operating Fund Checking Account 4/1/2022 Ck# 5995
	\$24,986.54	Lease purchase payment Station Alerting (2023)	Paid from Operating Fund Checking Account 4/2023 Verify date and check no
	\$37,953.39	Lease purchase payment Truck Refurb (2023)	Paid from Operating Fund Checking Account 4/2023 Verify date and check no
	\$51,879.86	Balance overpaid to TOW Impact Fee Account as of 9/2023	

5. Union Request for Contract Negotiations

From: [Christine Gaiter](#)
To: [WFPD Main Email](#)
Subject: FW: Contract Request
Date: Saturday, September 9, 2023 10:50:58 AM

Christine Gaiter
Treasurer
Wellington Fire Protection District
714-369-7679

From: President WFF Local <wfflocalpres@gmail.com>
Sent: Wednesday, August 16, 2023 8:43 AM
To: RICK BOLLINGER <rickbollinger@hotmail.com>; Christine Gaiter <cgaiter@wfpd.org>; ahunter@wfpd.org; David Pierson <dpierson@wfpd.org>; Jason Meyers <jmeyers@wfpd.org>
Cc: David Cropp <dcropp@wfpd.org>
Subject: Contract Request

Wellington Fire Protection District Board of Directors,

We are writing to you with the express intent that the District enter into contract negotiations with Wellington Professional Firefighters Local 5389. We are seeking to unify the District, the community, and the Wellington Professional Firefighters Local 5389 through obtaining a contract. We believe that a contract will directly benefit everybody involved by improving employee retention, recruitment, and overall morale. Please consider adding this to the agenda for the regular board meeting scheduled for August 16, 2023.

We look forward to hearing back from you, and thank you in advance for your consideration. If you have any questions or concerns, please do not hesitate to contact us.

Best Regards,

Shane Elder
Wellington Professional Firefighters Local 5389 President
970-590-4391

6. Insurance Bill

Rates and Benefits Quote

For Wellington Fire Protection District

Prepared on September 15, 2023

Effective date November 1, 2023

Quote ID #2693650

Presented by Sage Benefit Advisors

Sage Benefit Advisors

1501 S Lemay Ave Suite 200

FORT COLLINS CO, 80524

(970) 484-1250

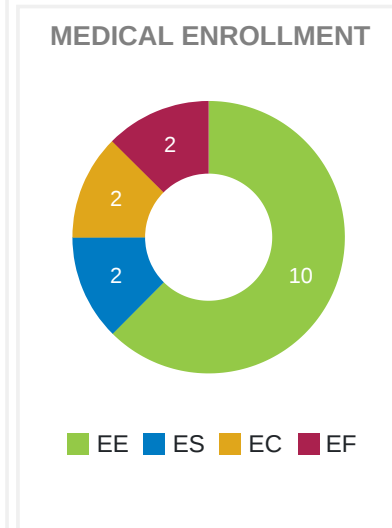
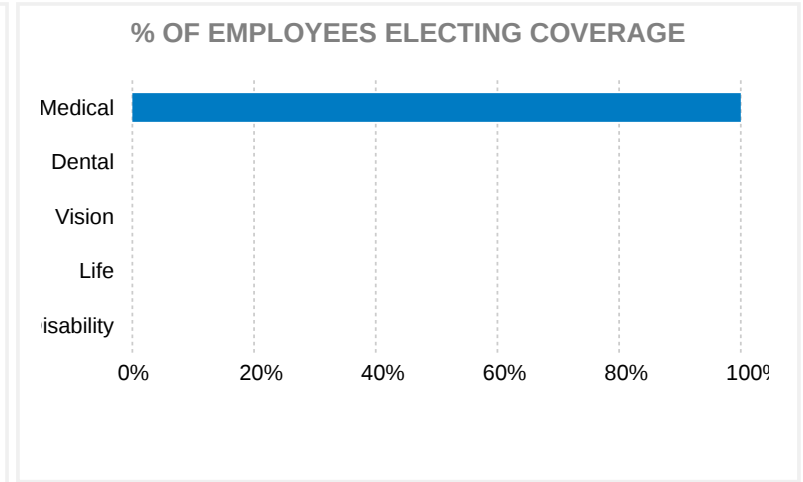
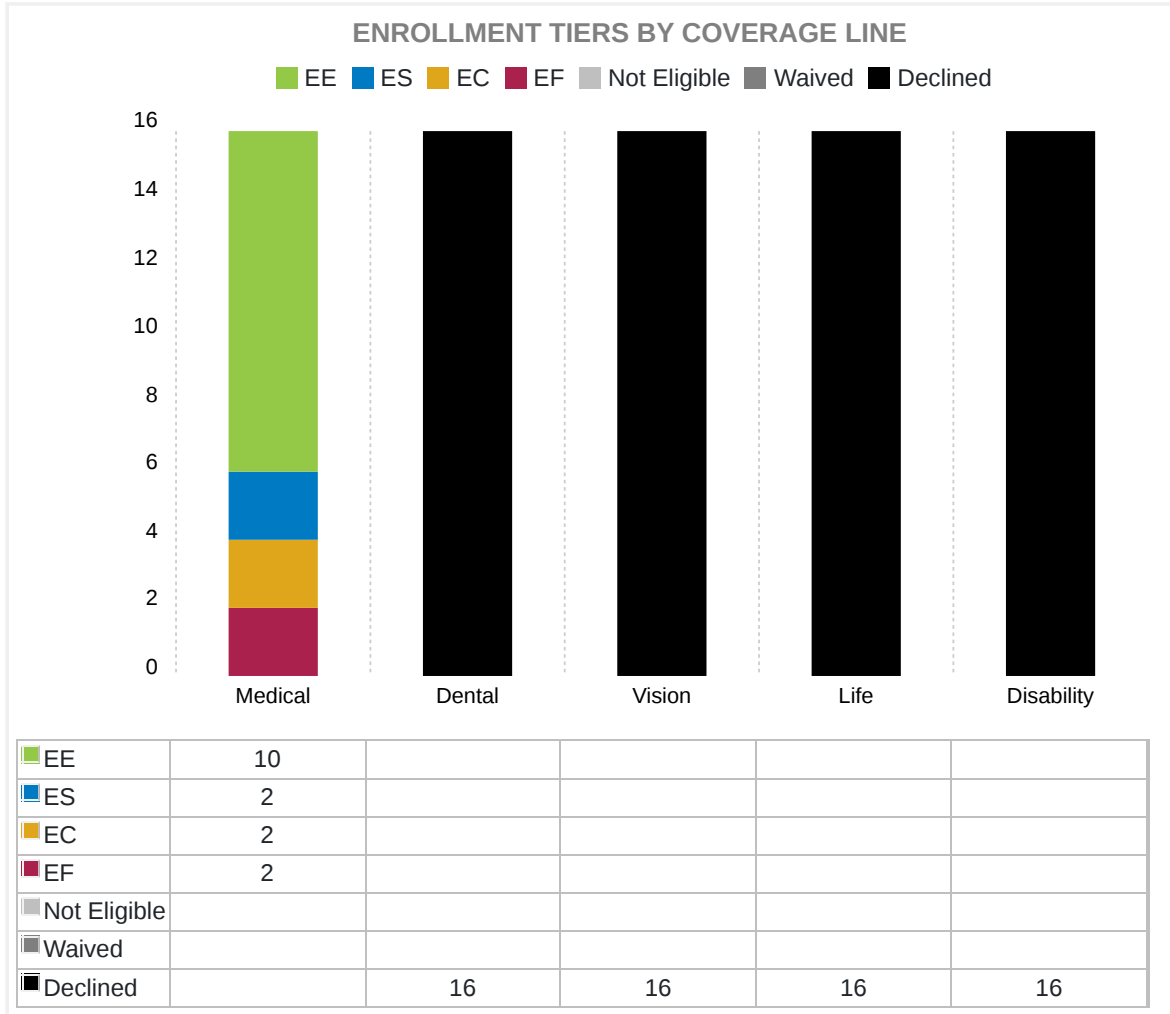
License # 103441



Report List

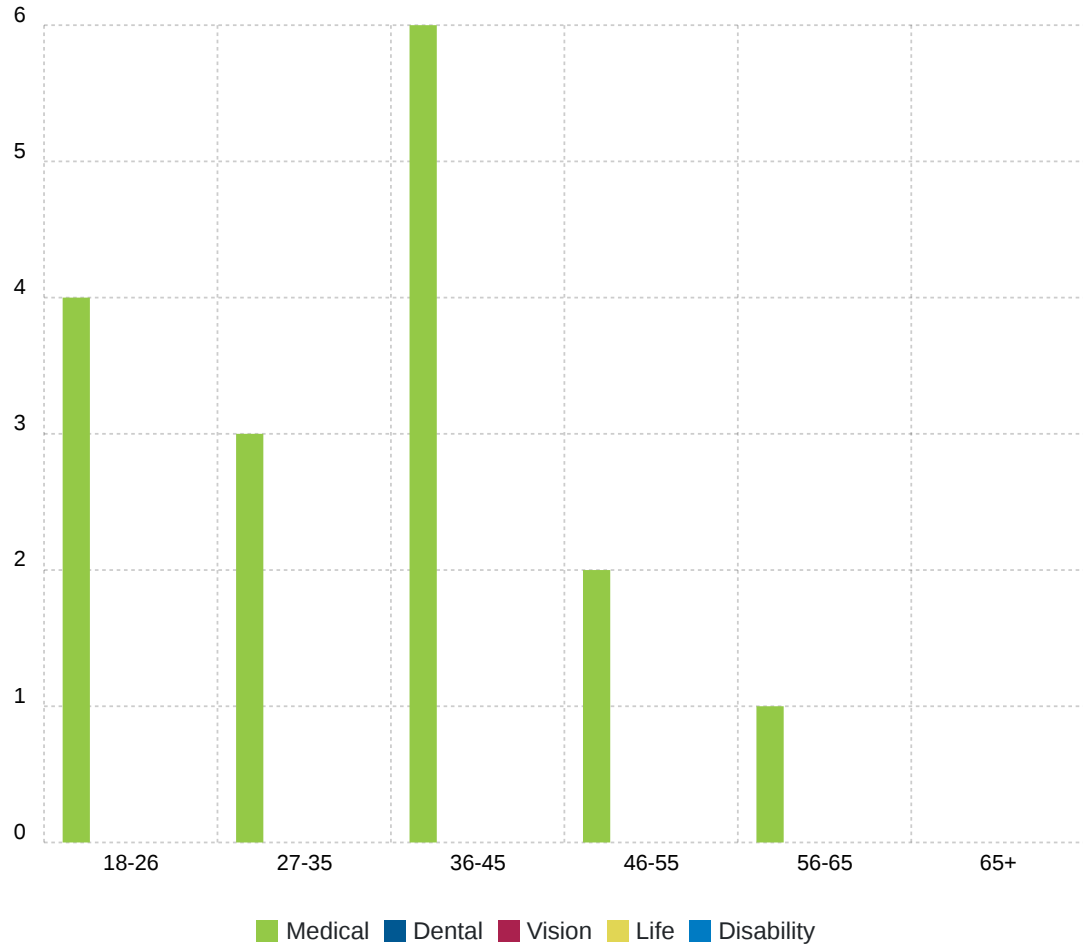
1. [Census](#) 1
 - Census Summary
 - Census Details
2. [Side by Side](#) 5
3. [Disclaimers](#) 14

Census Summary - 16 Employees



DENTAL ENROLLMENT
No Enrollees

ENROLLMENT BY AGE BAND



VISION ENROLLMENT

No Enrollees

LIFE ENROLLMENT

No Enrollees

DISABILITY ENROLLMENT

No Enrollees

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

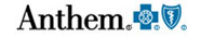
Current: 11/01/2022

Renewal

Current: 11/01/2022

Renewal

Medical Composite



Effective Date: 11/1/2023

[ABF Anthem Balanced Pathway EPO](#)

[ABF Anthem Balanced Pathway EPO](#)

[ABF Anthem Balanced Pathway EPO](#)

[ABF Anthem Balanced Pathway EPO](#)

SIC Code: 9224

[4500/0%/4500 w/HSA 67K5](#)

[5000/0%/5000 w/HSA 77KD](#)

[4500/30%/8700 Rx Copay 67K6](#)

[5500/30%/9000 Rx Copay 6V21](#)

LARIMER, CO

(WELLINGTON)

Zip Code: 80549

EPO/10 - 250

EPO/10 - 250

EPO/10 - 250

EPO/10 - 250

Pathway

Pathway PPO

Pathway

Pathway PPO

	In		Out		In		Out		In		Out		In		Out	
Deductible	\$4,500				\$5,000				\$4,500				\$5,500			
Family Deductible	\$9,000				\$10,000 Embedded				\$9,000				\$11,000 Embedded			
Coinsurance	100%				100%				70%				70%			
Out-Of-Pocket	\$4,500 (\$9,000)				\$5,000 (\$10,000)				\$8,700 (\$17,400)				\$9,000 (\$18,000)			
Office Visit	100% After Ded.				100% After Ded.				\$40 Copay				\$40 Copay			
Specialty Doctor Office Visit	100% After Ded.				100% After Ded.				\$60 Copay				\$80 Copay			
Inpatient Hospital Services	100% After Ded.				100% After Ded.				70% After Ded.				70% After Ded.			
Lab	100% After Ded.				100% After Ded.				70% After Ded.				70% After Ded.			
X-Ray	100% After Ded.				100% After Ded.				70% After Ded.				70% After Ded.			
Advanced Imaging	100% After Ded.				100% After Ded.				70% After Ded.				70% After Ded.			
Urgent Care	100% After Ded.				100% After Ded.				\$60 Copay				\$80 Copay			
Emergency Room	100% After Ded.				100% After Ded.				\$400 Copay After Ded., Wvd. If Adm.				\$400 Copay After Ded., Wvd. If Adm.			
RX	L1: 100% After Ded.; L2: 100% After Ded. Essential Drug List				100% After Ded.				L1: OT1a/10T1b/60T2/125T3 /500T4; L2: 10T1a/20T1b/70T2/135T 3/600T4 Essential Drug List				OT1a/10T1b/60T2/125T3 /500T4			
RX (Details)	-				-				-				-			
	<i>Monthly Rate</i>	<i>Monthly Premium</i>			<i>Monthly Rate</i>	<i>Monthly Premium</i>			<i>Monthly Rate</i>	<i>Monthly Premium</i>			<i>Monthly Rate</i>	<i>Monthly Premium</i>		
EE (10)	\$414.19 (1)	\$414.19			\$472.81 (1)	\$472.81			\$425.41 (0)	-			\$489.16 (0)	-		
ES (2)	\$911.21 (0)	-			\$1,040.18 (0)	-			\$935.89 (1)	\$935.89			\$1,076.15 (1)	\$1,076.15		
EC (2)	\$745.54 (0)	-			\$851.06 (0)	-			\$765.73 (0)	-			\$880.48 (0)	-		
EF (2)	\$1,283.98 (1)	\$1,283.98			\$1,465.71 (1)	\$1,465.71			\$1,318.76 (1)	\$1,318.76			\$1,516.39 (1)	\$1,516.39		
	\$1,698.17				\$1,938.52 14%				\$2,254.65				\$2,592.54 15%			
	Total Monthly Premium				Total Monthly Premium				Total Monthly Premium				Total Monthly Premium			

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

Zip Code: 80549

Current: 11/01/2022

Renewal

Current: 11/01/2022

Renewal



[ABF Anthem Balanced Pathway EPO
1500/20%/6000 Rx Copay 67KJ](#)

[ABF Anthem Balanced Pathway EPO
1500/20%/5700 Rx Copay 6V1R](#)

[ABF Anthem Balanced PPO 4500/0%/4500 w/HSA
67JP](#)

[ABF Anthem Balanced PPO 5000/0%/5000 w/HSA
6V18](#)

EPO/10 - 250
Pathway

EPO/10 - 250
Pathway PPO

PPO/10 - 250
Anthem PPO

PPO/10 - 250
Anthem PPO

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	EPO/10 - 250 Pathway		EPO/10 - 250 Pathway PPO		PPO/10 - 250 Anthem PPO		PPO/10 - 250 Anthem PPO	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$1,500		\$1,500		\$4,500	\$13,500	\$5,000	\$18,000
Family Deductible	\$3,000		\$4,500 Embedded		\$9,000	\$27,000	\$10,000 Embedded	\$36,000 Embedded
Coinsurance	80%		80%		100%	50%	100%	50%
Out-Of-Pocket	\$6,000 (\$12,000)		\$5,700 (\$11,400)		\$4,500 (\$9,000)	\$15,750 (\$31,500)	\$5,000 (\$10,000)	\$21,000 (\$42,000)
Office Visit	\$40 Copay		\$40 Copay		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
Specialty Doctor Office Visit	\$80 Copay		\$80 Copay		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
Inpatient Hospital Services	\$500 Copay Per Adm., then 80% After Ded.		\$500 Copay, then 80% After Ded. Per Adm.		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
Lab	80% After Ded.		80% After Ded.		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
X-Ray	80% After Ded.		80% After Ded.		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
Advanced Imaging	\$250 Copay, then 80% After Ded.		\$250 Copay, then 80% After Ded.		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
Urgent Care	\$80 Copay		\$80 Copay		100% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.
Emergency Room	\$300 Copay, Wvd. If Adm., then 80% After Ded.		\$300 Copay, Wvd. If Adm., then 80% After Ded.		100% After Ded.	As INN	100% After Ded.	As INN
RX	L1: 0T1a/10T1b/60T2/125T3/500T4; L2: 10T1a/20T1b/70T2/135T3/600T4 Essential Drug List		0T1a/10T1b/60T2/125T3/500T4		L1: 100% After Ded.; L2: 100% After Ded. Essential Drug List	50% After Ded.	100% After Ded.	50% After Ded.
RX (Details)	-	-	-	-	-	-	-	-
	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>
EE (10)	\$464.05 (2)	\$928.10	\$546.04 (2)	\$1,092.08	\$477.74 (6)	\$2,866.44	\$546.23 (6)	\$3,277.38
ES (2)	\$1,020.91 (1)	\$1,020.91	\$1,201.29 (1)	\$1,201.29	\$1,051.02 (0)	-	\$1,201.70 (0)	-
EC (2)	\$835.29 (0)	-	\$982.87 (0)	-	\$859.93 (2)	\$1,719.86	\$983.21 (2)	\$1,966.42
EF (2)	\$1,438.55 (0)	-	\$1,692.72 (0)	-	\$1,480.99 (0)	-	\$1,693.30 (0)	-
	\$1,949.01		\$2,293.37 18%		\$4,586.30		\$5,243.80 14%	
	Total Monthly Premium		Total Monthly Premium		Total Monthly Premium		Total Monthly Premium	

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

Zip Code: 80549

Current: 11/01/2022



[ABF Anthem Balanced PPO 4500/30%/8700 Rx Copay 67JK](#)

PPO/10 - 250
Anthem PPO

Renewal



[ABF Anthem Balanced PPO 5500/30%/9000 Rx Copay 6V0L](#)

PPO/10 - 250
Anthem PPO

Renewal (Scenario #1)



[ABF Anthem Balanced Pathway EPO 5000/0%/5000 w/HSA 77KD](#)

EPO/10 - 250
Pathway PPO

Renewal (Scenario #2)



[ABF Anthem Balanced Pathway EPO 5500/30%/9000 Rx Copay 6V21](#)

EPO/10 - 250
Pathway PPO

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	Current		Renewal		Renewal (Scenario #1)		Renewal (Scenario #2)	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$4,500	\$13,500	\$5,500	\$16,500	\$5,000		\$5,500	
Family Deductible	\$9,000	\$27,000	\$11,000 Embedded	\$33,000 Embedded	\$10,000 Embedded		\$11,000 Embedded	
Coinsurance	70%	50%	70%	50%	100%		70%	
Out-Of-Pocket	\$8,700 (\$17,400)	\$24,450 (\$48,900)	\$9,000 (\$18,000)	\$27,000 (\$54,000)	\$5,000 (\$10,000)		\$9,000 (\$18,000)	
Office Visit	\$40 Copay	50% After Ded.	\$40 Copay	50% After Ded.	100% After Ded.		\$40 Copay	
Specialty Doctor Office Visit	\$60 Copay	50% After Ded.	\$80 Copay	50% After Ded.	100% After Ded.		\$80 Copay	
Inpatient Hospital Services	70% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.		70% After Ded.	
Lab	70% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.		70% After Ded.	
X-Ray	70% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.		70% After Ded.	
Advanced Imaging	70% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.		70% After Ded.	
Urgent Care	\$60 Copay	50% After Ded.	\$80 Copay	50% After Ded.	100% After Ded.		\$80 Copay	
Emergency Room	\$400 Copay After Ded., Wvd. If Adm.	As INN	\$400 Copay After Ded., Wvd. If Adm.	As INN	100% After Ded.		\$400 Copay After Ded., Wvd. If Adm.	
RX	L1: OT1a/10T1b/60T2/125T3 /500T4; L2: 10T1a/20T1b/70T2/135T 3/600T4 Essential Drug List	50%	OT1a/10T1b/60T2/125T3 /500T4	50%	100% After Ded.		OT1a/10T1b/60T2/125T3 /500T4	
RX (Details)	-	-	-	-	-		-	-

	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium
EE (10)	\$495.13 (1)	\$495.13	\$570.55 (1)	\$570.55	\$472.81 (10)	\$4,728.10	\$489.16 (10)	\$4,891.60
ES (2)	\$1,089.29 (0)	-	\$1,255.20 (0)	-	\$1,040.18 (2)	\$2,080.36	\$1,076.15 (2)	\$2,152.30
EC (2)	\$891.23 (0)	-	\$1,026.99 (0)	-	\$851.06 (2)	\$1,702.12	\$880.48 (2)	\$1,760.96
EF (2)	\$1,534.90 (0)	-	\$1,768.70 (0)	-	\$1,465.71 (2)	\$2,931.42	\$1,516.39 (2)	\$3,032.78
	\$495.13		\$570.55 15%		\$11,442.00		\$11,837.64	
	Total Monthly Premium		Total Monthly Premium		Total Monthly Premium		Total Monthly Premium	

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

Zip Code: 80549

Renewal (Scenario #3)



[ABF Anthem Balanced Pathway EPO
1500/20%/5700 Rx Copay 6V1R](#)

EPO/10 - 250
Pathway PPO

Renewal (Scenario #4)



[ABF Anthem Balanced PPO 5000/0%/5000 w/HSA
6V1R](#)

PPO/10 - 250
Anthem PPO

Renewal (Scenario #5)



[ABF Anthem Balanced PPO 5500/30%/9000 Rx
Copay 6V0L](#)

PPO/10 - 250
Anthem PPO



[ABF Anthem Balanced Pathway EPO
7000/0%/7000 w/HSA 6V1L](#)

Underwritten Rates

EPO/10 - 250
Pathway PPO

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	Renewal (Scenario #3)		Renewal (Scenario #4)		Renewal (Scenario #5)		Renewal (Scenario #5)	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$1,500		\$5,000	\$18,000	\$5,500	\$16,500	\$7,000	
Family Deductible	\$4,500 Embedded		\$10,000 Embedded	\$36,000 Embedded	\$11,000 Embedded	\$33,000 Embedded	\$14,000 Embedded	
Coinsurance	80%		100%	50%	70%	50%	100%	
Out-Of-Pocket	\$5,700 (\$11,400)		\$5,000 (\$10,000)	\$21,000 (\$42,000)	\$9,000 (\$18,000)	\$27,000 (\$54,000)	\$7,000 (\$14,000)	
Office Visit	\$40 Copay		100% After Ded.	50% After Ded.	\$40 Copay	50% After Ded.	100% After Ded.	
Specialty Doctor Office Visit	\$80 Copay		100% After Ded.	50% After Ded.	\$80 Copay	50% After Ded.	100% After Ded.	
Inpatient Hospital Services	\$500 Copay, then 80% After Ded. Per Adm.		100% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.	
Lab	80% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.	
X-Ray	80% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.	
Advanced Imaging	\$250 Copay, then 80% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	50% After Ded.	100% After Ded.	
Urgent Care	\$80 Copay		100% After Ded.	50% After Ded.	\$80 Copay	50% After Ded.	100% After Ded.	
Emergency Room	\$300 Copay, Wvd. If Adm., then 80% After Ded.		100% After Ded.	As INN	\$400 Copay After Ded., Wvd. If Adm.	As INN	100% After Ded.	
RX	OT1a/10T1b/60T2/125T3 /500T4		100% After Ded.	50% After Ded.	OT1a/10T1b/60T2/125T3 /500T4	50%	100% After Ded.	
RX (Details)	-	-	-	-	-	-	-	-

	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium
EE (10)	\$546.04 (10)	\$5,460.40	\$546.23 (10)	\$5,462.30	\$570.55 (10)	\$5,705.50	\$419.18 (10)	\$4,191.80
ES (2)	\$1,201.29 (2)	\$2,402.58	\$1,201.70 (2)	\$2,403.40	\$1,255.20 (2)	\$2,510.40	\$922.20 (2)	\$1,844.40
EC (2)	\$982.87 (2)	\$1,965.74	\$983.21 (2)	\$1,966.42	\$1,026.99 (2)	\$2,053.98	\$754.53 (2)	\$1,509.06
EF (2)	\$1,692.72 (2)	\$3,385.44	\$1,693.30 (2)	\$3,386.60	\$1,768.70 (2)	\$3,537.40	\$1,299.46 (2)	\$2,598.92
	\$13,214.16		\$13,218.72		\$13,807.28		\$10,144.18 8%	
	Total Monthly Premium		Total Monthly Premium		Total Monthly Premium		Total Monthly Premium	

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

Zip Code: 80549



[ABF Anthem Balanced PPO 7000/0%/7000 w/HSA 6V0W](#)

Underwritten Rates

PPO/10 - 250

Anthem PPO



[ABF Anthem Balanced Pathway EPO 2500/30%/6000 Rx Copay 77K0](#)

Underwritten Rates

EPO/10 - 250

Pathway PPO



[Anthem Bronze Pathway EPO 7000/0%/7000 w/HSA 6U78](#)



EPO/1 - 100

Pathway



[Anthem Silver Pathway EPO 5500/30%/9000 Rx Copay 6U9V](#)



EPO/1 - 100

Pathway

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	Anthem PPO		Pathway PPO		Pathway		Pathway	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$7,000	\$21,000	\$2,500		\$7,000		\$5,500	
Family Deductible	\$14,000 Embedded	\$42,000 Embedded	\$5,000 Embedded		\$14,000 Embedded		\$11,000 Embedded	
Coinsurance	100%	50%	70%		100%		70%	
Out-Of-Pocket	\$7,000 (\$14,000)	\$24,500 (\$49,000)	\$6,000 (\$12,000)		\$7,000 (\$14,000)		\$9,000 (\$18,000)	
Office Visit	100% After Ded.	50% After Ded.	\$30 Copay		100% After Ded.		\$40 Copay	
Specialty Doctor Office Visit	100% After Ded.	50% After Ded.	\$60 Copay		100% After Ded.		\$80 Copay	
Inpatient Hospital Services	100% After Ded.	50% After Ded.	70% After Ded.		100% After Ded.		70% After Ded.	
Lab	100% After Ded.	50% After Ded.	70% After Ded.		100% After Ded.		70% After Ded.	
X-Ray	100% After Ded.	50% After Ded.	70% After Ded.		100% After Ded.		70% After Ded.	
Advanced Imaging	100% After Ded.	50% After Ded.	70% After Ded.		100% After Ded.		70% After Ded.	
Urgent Care	100% After Ded.	50% After Ded.	\$60 Copay		100% After Ded.		\$80 Copay	
Emergency Room	100% After Ded.	As INN	\$300 Copay After Ded., Wvd. If Adm.		100% After Ded.		\$400 Copay After Ded., Wvd. If Adm.	
RX	100% After Ded.	50% After Ded.	OT1a/10T1b/60T2/125T3 /500T4		100% After Ded.		OT1a/10T1b/60T2/125T3 /500T4	
RX (Details)	-	-	-	-	-	-	-	-
	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>
EE (10)	\$484.00 (10)	\$4,840.00	\$552.43 (10)	\$5,524.30	\$527.98 (10)	\$5,279.80	\$582.52 (10)	\$5,825.20
ES (2)	\$1,064.81 (2)	\$2,129.62	\$1,215.35 (2)	\$2,430.70	\$1,055.96 (2)	\$2,111.92	\$1,165.04 (2)	\$2,330.08
EC (2)	\$871.21 (2)	\$1,742.42	\$994.38 (2)	\$1,988.76	\$976.76 (2)	\$1,953.52	\$1,077.66 (2)	\$2,155.32
EF (2)	\$1,500.41 (2)	\$3,000.82	\$1,712.54 (2)	\$3,425.08	\$1,504.74 (2)	\$3,009.48	\$1,660.18 (2)	\$3,320.36
	\$11,712.86 7%	Total Monthly Premium	\$13,368.84 22%	Total Monthly Premium	\$12,354.72 12%	Total Monthly Premium	\$13,630.96 24%	Total Monthly Premium

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

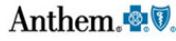
Effective Date: 11/1/2023

SIC Code: 9224

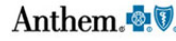
LARIMER, CO

(WELLINGTON)

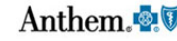
Zip Code: 80549



[Anthem Silver Pathway EPO 5000/0%/5000 w/HSA 6U8X](#)



[Anthem Silver Pathway EPO 4000/50%/8350 Rx Copay 6UAG](#)



[Anthem Bronze PPO 7000/0%/7000 w/HSA 6U9Y](#)



[Anthem Gold Pathway EPO 2500/30%/6000 Rx Copay 6UBM](#)

EPO/1 - 100

Pathway

EPO/1 - 100

Pathway

PPO/1 - 100

Anthem PPO

EPO/1 - 100

Pathway

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	EPO/1 - 100 Pathway		EPO/1 - 100 Pathway		PPO/1 - 100 Anthem PPO		EPO/1 - 100 Pathway	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$5,000		\$4,000		\$7,000	\$21,000	\$2,500	
Family Deductible	\$10,000 Embedded		\$8,000 Embedded		\$14,000 Embedded	\$42,000 Embedded	\$5,000 Embedded	
Coinsurance	100%		50%		100%	50%	70%	
Out-Of-Pocket	\$5,000 (\$10,000)		\$8,350 (\$16,700)		\$7,000 (\$14,000)	\$24,500 (\$49,000)	\$6,000 (\$12,000)	
Office Visit	100% After Ded.		\$50 Copay		100% After Ded.	50% After Ded.	\$30 Copay	
Specialty Doctor Office Visit	100% After Ded.		\$100 Copay		100% After Ded.	50% After Ded.	\$60 Copay	
Inpatient Hospital Services	100% After Ded.		50% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	
Lab	100% After Ded.		50% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	
X-Ray	100% After Ded.		50% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	
Advanced Imaging	100% After Ded.		50% After Ded.		100% After Ded.	50% After Ded.	70% After Ded.	
Urgent Care	100% After Ded.		\$100 Copay		100% After Ded.	50% After Ded.	\$60 Copay	
Emergency Room	100% After Ded.		\$500 Copay After Ded., Wvd. If Adm.		100% After Ded.	As INN	\$300 Copay After Ded., Wvd. If Adm.	
RX	100% After Ded.		OT1a/10T1b/60T2/125T3 /500T4		100% After Ded.		OT1a/10T1b/60T2/125T3 /500T4	
RX (Details)	-	-	-	-	-	-	-	-
	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>
EE (10)	\$584.41 (10)	\$5,844.10	\$586.99 (10)	\$5,869.90	\$606.79 (10)	\$6,067.90	\$652.41 (10)	\$6,524.10
ES (2)	\$1,168.82 (2)	\$2,337.64	\$1,173.98 (2)	\$2,347.96	\$1,213.58 (2)	\$2,427.16	\$1,304.82 (2)	\$2,609.64
EC (2)	\$1,081.16 (2)	\$2,162.32	\$1,085.93 (2)	\$2,171.86	\$1,122.56 (2)	\$2,245.12	\$1,206.96 (2)	\$2,413.92
EF (2)	\$1,665.57 (2)	\$3,331.14	\$1,672.92 (2)	\$3,345.84	\$1,729.35 (2)	\$3,458.70	\$1,859.37 (2)	\$3,718.74
	\$13,675.20 25%	Total Monthly Premium	\$13,735.56 25%	Total Monthly Premium	\$14,198.88 29%	Total Monthly Premium	\$15,266.40 39%	Total Monthly Premium

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

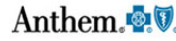
Zip Code: 80549



Anthem Gold Pathway EPO 1500/20%/5700 Rx Copay 6UBK

EPO/1 - 100

Pathway



Anthem Silver PPO 5500/30%/9000 Rx Copay 6U96

PPO/1 - 100

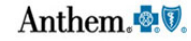
Anthem PPO



Anthem Silver PPO 5000/0%/5000 w/HSA 6UBL

PPO/1 - 100

Anthem PPO



Anthem Silver PPO 4000/50%/8350 Rx Copay 6UA6

PPO/1 - 100

Anthem PPO

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	EPO/1 - 100 Pathway		PPO/1 - 100 Anthem PPO		PPO/1 - 100 Anthem PPO		PPO/1 - 100 Anthem PPO	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$1,500		\$5,500	\$16,500	\$5,000	\$15,000	\$4,000	\$12,000
Family Deductible	\$3,000 Embedded		\$11,000 Embedded	\$33,000 Embedded	\$10,000 Embedded	\$30,000 Embedded	\$8,000 Embedded	\$24,000 Embedded
Coinsurance	80%		70%	50%	100%	50%	50%	50%
Out-Of-Pocket	\$5,700 (\$11,400)		\$9,000 (\$18,000)	\$27,000 (\$54,000)	\$5,000 (\$10,000)	\$17,500 (\$35,000)	\$8,350 (\$16,700)	\$25,050 (\$50,100)
Office Visit	\$40 Copay		\$40 Copay	50% After Ded.	100% After Ded.	50% After Ded.	\$50 Copay	50% After Ded.
Specialty Doctor Office Visit	\$80 Copay		\$80 Copay	50% After Ded.	100% After Ded.	50% After Ded.	\$100 Copay	50% After Ded.
Inpatient Hospital Services	\$500 Copay, then 80% After Ded. Per Adm.		70% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.	50% After Ded.	50% After Ded.
Lab	80% After Ded.		70% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.	50% After Ded.	50% After Ded.
X-Ray	80% After Ded.		70% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.	50% After Ded.	50% After Ded.
Advanced Imaging	\$250 Copay, then 80% After Ded.		70% After Ded.	50% After Ded.	100% After Ded.	50% After Ded.	50% After Ded.	50% After Ded.
Urgent Care	\$80 Copay		\$80 Copay	50% After Ded.	100% After Ded.	50% After Ded.	\$100 Copay	50% After Ded.
Emergency Room	\$300 Copay, Wvd. If Adm., then 80% After Ded.		\$400 Copay After Ded., Wvd. If Adm.	As INN	100% After Ded.	As INN	\$500 Copay After Ded., Wvd. If Adm.	As INN
RX	OT1a/10T1b/60T2/125T3 /475T4		OT1a/10T1b/60T2/125T3 /500T4		100% After Ded.		OT1a/10T1b/60T2/125T3 /500T4	
RX (Details)	-	-	-	-	-	-	-	-

	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium	Monthly Rate	Monthly Premium
EE (10)	\$659.05 (10)	\$6,590.50	\$669.58 (10)	\$6,695.80	\$671.60 (10)	\$6,716.00	\$674.67 (10)	\$6,746.70
ES (2)	\$1,318.10 (2)	\$2,636.20	\$1,339.16 (2)	\$2,678.32	\$1,343.20 (2)	\$2,686.40	\$1,349.34 (2)	\$2,698.68
EC (2)	\$1,219.24 (2)	\$2,438.48	\$1,238.72 (2)	\$2,477.44	\$1,242.46 (2)	\$2,484.92	\$1,248.14 (2)	\$2,496.28
EF (2)	\$1,878.29 (2)	\$3,756.58	\$1,908.30 (2)	\$3,816.60	\$1,914.06 (2)	\$3,828.12	\$1,922.81 (2)	\$3,845.62
	\$15,421.76 40%	Total Monthly Premium	\$15,668.16 43%	Total Monthly Premium	\$15,715.44 43%	Total Monthly Premium	\$15,787.28 44%	Total Monthly Premium

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

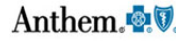
Zip Code: 80549



[Anthem Gold PPO 2500/30%/6000 Rx Copay 6UBE](#)

PPO/1 - 100

Anthem PPO



[Anthem Gold PPO 1500/20%/5700 Rx Copay 6U91](#)

PPO/1 - 100

Anthem PPO



[Bronze Choice Plus HSA CUNG Rx K17Y](#)

POS/2 - 100

Choice Plus



[Silver Choice Plus CUNE Rx N35Y](#)

POS/2 - 100

Choice Plus

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	Anthem Gold PPO 2500/30%/6000 Rx Copay 6UBE		Anthem Gold PPO 1500/20%/5700 Rx Copay 6U91		Bronze Choice Plus HSA CUNG Rx K17Y		Silver Choice Plus CUNE Rx N35Y	
	In	Out	In	Out	In	Out	In	Out
Deductible	\$2,500	\$7,500	\$1,500	\$4,500	\$6,300	\$7,500	\$5,000	\$7,500
Family Deductible	\$5,000 Embedded	\$15,000 Embedded	\$3,000 Embedded	\$9,000 Embedded	\$12,600 Embedded	\$15,000 Embedded	\$10,000 Embedded	\$15,000 Embedded
Coinsurance	70%	50%	80%	50%	90%	50%	80%	50%
Out-Of-Pocket	\$6,000 (\$12,000)	\$18,000 (\$36,000)	\$5,700 (\$11,400)	\$17,100 (\$34,200)	\$7,350 (\$14,700)	\$15,000 (\$30,000)	\$7,900 (\$15,800)	\$15,000 (\$30,000)
Office Visit	\$30 Copay	50% After Ded.	\$40 Copay	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.
Specialty Doctor Office Visit	\$60 Copay	50% After Ded.	\$80 Copay	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.
Inpatient Hospital Services	70% After Ded.	50% After Ded.	\$500 Copay, then 80% After Ded. Per Adm.	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50%
Lab	70% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.
X-Ray	70% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.
Advanced Imaging	70% After Ded.	50% After Ded.	\$250 Copay, then 80% After Ded.	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.
Urgent Care	\$60 Copay	50% After Ded.	\$80 Copay	50% After Ded.	90% After Ded.	50% After Ded.	80% After Ded.	50% After Ded.
Emergency Room	\$300 Copay After Ded., Wvd. If Adm.	As INN	\$300 Copay, Wvd. If Adm., then 80% After Ded.	As INN	90% After Ded.	As INN	80% After Ded.	As INN
RX	OT1a/10T1b/60T2/125T3/500T4		OT1a/10T1b/60T2/125T3/475T4		PlanDed-15T1/50T2/135T3/350T4/500T4S	PlanDed-15T1/50T2/135T3/350T4/500T4S	350Ded-20T1*/60T2/150T2S/110T3/350T3S/350T4/500T4S	350Ded-20T1*/60T2/150T2S/110T3/350T3S/350T4/500T4S
RX (Details)	-	-	-	-	Rx: K17Y		Rx: N35Y	
	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>	<i>Monthly Rate</i>	<i>Monthly Premium</i>
EE (10)	\$749.80 (10)	\$7,498.00	\$757.48 (10)	\$7,574.80	\$605.55 (10)	\$6,055.50	\$637.28 (10)	\$6,372.80
ES (2)	\$1,499.60 (2)	\$2,999.20	\$1,514.96 (2)	\$3,029.92	\$1,211.10 (2)	\$2,422.20	\$1,274.56 (2)	\$2,549.12
EC (2)	\$1,387.13 (2)	\$2,774.26	\$1,401.34 (2)	\$2,802.68	\$1,120.27 (2)	\$2,240.54	\$1,178.97 (2)	\$2,357.94
EF (2)	\$2,136.93 (2)	\$4,273.86	\$2,158.82 (2)	\$4,317.64	\$1,725.82 (2)	\$3,451.64	\$1,816.25 (2)	\$3,632.50
	\$17,545.32 60%	Total Monthly Premium	\$17,725.04 61%	Total Monthly Premium	\$14,169.88 29%	Total Monthly Premium	\$14,912.36 36%	Total Monthly Premium

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

12 of 15

License # 103441

Side by Side Comparison - Prepared for: Wellington Fire Protection District

Coverage Type:

Medical Composite

Effective Date: 11/1/2023

SIC Code: 9224

LARIMER, CO

(WELLINGTON)

Zip Code: 80549



[Silver Choice Plus CUNA Rx N35Y](#)



[Gold Choice Plus CUM5 Rx K22Y](#)



[Gold Choice Plus CUNJ Rx N37Y](#)



[Gold Choice Plus CUNC Rx K13Y](#)

POS/2 - 100

POS/2 - 100

POS/2 - 100

POS/2 - 100

Choice Plus

Choice Plus

Choice Plus

Choice Plus

- Deductible**
- Family Deductible**
- Coinsurance**
- Out-Of-Pocket**
- Office Visit**
- Specialty Doctor Office Visit**
- Inpatient Hospital Services**
- Lab**
- X-Ray**
- Advanced Imaging**
- Urgent Care**
- Emergency Room**
- RX**
- RX (Details)**

	In		Out		In		Out		In		Out		In		Out	
Deductible	\$4,000		\$7,500		\$2,500		\$7,500		\$1,000		\$7,500		\$1,750		\$7,500	
Family Deductible	\$8,000 Embedded		\$15,000 Embedded		\$5,000 Embedded		\$15,000 Embedded		\$2,000 Embedded		\$15,000 Embedded		\$3,500 Embedded		\$15,000 Embedded	
Coinsurance	70%		50%		80%		50%		80%		50%		80%		50%	
Out-Of-Pocket	\$8,850 (\$17,700)		\$15,000 (\$30,000)		\$5,000 (\$10,000)		\$15,000 (\$30,000)		\$6,950 (\$13,900)		\$15,000 (\$30,000)		\$8,150 (\$16,300)		\$15,000 (\$30,000)	
Office Visit	\$40 Copay		50% After Ded.		\$25 Copay		50% After Ded.		\$35 Copay		50% After Ded.		\$25 Copay		50% After Ded.	
Specialty Doctor Office Visit	\$80 Copay		50% After Ded.		\$50 Copay		50% After Ded.		\$70 Copay		50% After Ded.		\$50 Copay		50% After Ded.	
Inpatient Hospital Services	70% After Ded.		50%		80% After Ded.		50%		80% After Ded.		50%		80% After Ded.		50%	
Lab	70% After Ded.		50% After Ded.		80% After Ded.		50% After Ded.		80% After Ded.		50% After Ded.		\$25 Copay		50% After Ded.	
X-Ray	70% After Ded.		50% After Ded.		80% After Ded.		50% After Ded.		80% After Ded.		50% After Ded.		\$25 Copay		50% After Ded.	
Advanced Imaging	\$500 Copay		50% After Ded.		80% After Ded.		50% After Ded.		80% After Ded.		50% After Ded.		80% After Ded.		50% After Ded.	
Urgent Care	\$75 Copay		50% After Ded.		\$25 Copay		50% After Ded.		\$50 Copay		50% After Ded.		\$25 Copay		50% After Ded.	
Emergency Room	70% After Ded.		As INN		80% After Ded.		As INN		80% After Ded.		As INN		80% After Ded.		As INN	
RX	350Ded- 20T1*/60T2/150T2S/110 T3/350T3S/350T4/500T4 S		350Ded- 20T1*/60T2/150T2S/110 T3/350T3S/350T4/500T4 S		250Ded- 15T1*/55T2/150T2S/105 T3/350T3S/350T4/400T4 S		250Ded- 15T1*/55T2/150T2S/105 T3/350T3S/350T4/400T4 S		15T1/55T2/135T3/350T4 /500T4S		15T1/55T2/135T3/350T4 /500T4S		10T1/40T2/150T2S/85T3 /250T3S/250T4/250T4S		10T1/40T2/150T2S/85T3 /250T3S/250T4/250T4S	
RX (Details)	Rx: N35Y				Rx: K22Y				Rx: N37Y				Rx: K13Y			
EE (10)	Monthly Rate \$668.10 (10)		Monthly Premium \$6,681.00		Monthly Rate \$765.55 (10)		Monthly Premium \$7,655.50		Monthly Rate \$769.87 (10)		Monthly Premium \$7,698.70		Monthly Rate \$790.97 (10)		Monthly Premium \$7,909.70	
ES (2)	Monthly Rate \$1,336.20 (2)		Monthly Premium \$2,672.40		Monthly Rate \$1,531.10 (2)		Monthly Premium \$3,062.20		Monthly Rate \$1,539.74 (2)		Monthly Premium \$3,079.48		Monthly Rate \$1,581.94 (2)		Monthly Premium \$3,163.88	
EC (2)	Monthly Rate \$1,235.99 (2)		Monthly Premium \$2,471.98		Monthly Rate \$1,416.27 (2)		Monthly Premium \$2,832.54		Monthly Rate \$1,424.26 (2)		Monthly Premium \$2,848.52		Monthly Rate \$1,463.29 (2)		Monthly Premium \$2,926.58	
EF (2)	Monthly Rate \$1,904.09 (2)		Monthly Premium \$3,808.18		Monthly Rate \$2,181.82 (2)		Monthly Premium \$4,363.64		Monthly Rate \$2,194.13 (2)		Monthly Premium \$4,388.26		Monthly Rate \$2,254.26 (2)		Monthly Premium \$4,508.52	
	\$15,633.56 42%		Total Monthly Premium		\$17,913.88 63%		Total Monthly Premium		\$18,014.96 64%		Total Monthly Premium		\$18,508.68 69%		Total Monthly Premium	

Accepted By:

Print Name and Title

Signature

Date

Quote ID # 2693650 Prepared By: Sage Benefit Advisors

13 of 15

License # 103441

Effective Date: 11/1/2023
SIC Code: 9224

WELLINGTON, CO (LARIMER)
Zip Code: 80549

Prepared on 9/15/2023
for Wellington Fire Protection District

Disclaimers

Medical

Anthem

Plans

Anthem Bronze Pathway EPO 7000/0%/7000 w/HSA 6U78, Anthem Silver Pathway EPO 5500/30%/9000 Rx Copay 6U9V, Anthem Silver Pathway EPO 5000/0%/5000 w/HSA 6U8X, Anthem Silver Pathway EPO 4000/50%/8350 Rx Copay 6UAG, Anthem Bronze PPO 7000/0%/7000 w/HSA 6U9Y, Anthem Gold Pathway EPO 2500/30%/6000 Rx Copay 6UBM, Anthem Gold Pathway EPO 1500/20%/5700 Rx Copay 6UBK, Anthem Silver PPO 5500/30%/9000 Rx Copay 6U96, Anthem Silver PPO 5000/0%/5000 w/HSA 6UBL, Anthem Silver PPO 4000/50%/8350 Rx Copay 6UA6, Anthem Gold PPO 2500/30%/6000 Rx Copay 6UBE, Anthem Gold PPO 1500/20%/5700 Rx Copay 6U91

Disclaimers

All Partially Self-Funded (LFP) Quotes must be underwritten and assumes all Underwriting Guidelines have been met. This quote is subject to change based on additional information submitted and/or changes to the census. This illustrative quote applies to All Partially Self-Funded (LFP) Plans Quoted.
Colorado Standard Options Medical plans cannot be combined with Colorado Non-Standard Options Medical plans.

UnitedHealthcare

Plans

Bronze Choice Plus HSA CUNG Rx K17Y, Silver Choice Plus CUNE Rx N35Y, Silver Choice Plus CUNA Rx N35Y, Gold Choice Plus CUM5 Rx K22Y, Gold Choice Plus CUNJ Rx N37Y, Gold Choice Plus CUNC Rx K13Y

Disclaimers

All pharmacy plans include an ancillary charge program (also known as a generic pharmacy program). This type of pharmacy program includes out of pocket expenses when a member fills a brand name or higher tier generic prescription but there is a chemically equivalent lower tier brand or generic available. Engineering Companies with the SIC of 8711 may be eligible for discounted medical rates through the American Council of Engineering Companies (ACEC) Life and Health Trust. Restaurants and Hotels with SIC of 5812, 5813, 7000, 7011, 7012, or 7993 may also be eligible for discounted rates (medical 51+, specialty 2-99) through the National Restaurant Association. Please contact your account executive for additional details.

General Disclaimers

The actual rates for this census are determined by the carrier, only after submission of completed applications.

This information is intended as a summary only; benefits may contain limitations and exclusions. Actual rates and benefits are based on actual enrollment, insurer-specific underwriting guidelines, utilization, and must be approved by the insurer. Rates and benefits cannot be guaranteed in advance and are subject to change by the insurer without notice. This is not a contract and does not replace the master or any other insurer documentation. Always refer to insurer publications to verify benefits and plan availability.

Proposal may include Medical plans that do not include Pediatric Dental Benefits; and according to the PPACA law, an employer must purchase a separate dental plan with Pediatric Dental from another carrier to meet the requirements. The employer can choose to purchase a dental plan with Pediatric Dental from another carrier but the Medical carrier may require an "attestation" from the employer that they have done this. The actual rates for this group will be determined by the carrier, only after submission of completed applications and may be based on a variety of underwriting factors. Monthly Cost Analysis is based on current census. It does not include any monthly fees.

Rates could represent either EE + 1 child or EE + multiple children depending on carrier rating guidelines. Please refer to Additional Plan Information section of proposal for details. Due to ACA related changes date of birth or age and gender of all dependents is required for the most accurate rating. In addition tobacco status is required by some of the carriers. If any assumptions were used, final enrollment may result in a change in the rates. Final rates are provided by the carrier. For any plans added to the proposal with Manual Rates, please refer to the specific Carrier's Proposal for all disclaimers and notices.

7. iHeart Media Contract

FTC-0083

CLEAR CHANNEL
Facsimile Transmittal Sheet

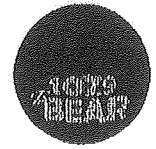
To: Susan	From: Kym McElyea
Company:	Date: 7/12/10
Fax Number: 813-349-8730	Total No. of Pages: 21
Phone Number:	Sender's Email: KymMcElyea@ClearChannel.com
Re: Your voice mail	Your Ref No.:

- Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Notes/Comments:

Wellington Fire Dept lease is now \$365.00 per month. The lease apparently ended in Feb and we didn't receive a request to extend although I'm assuming they wish to continue the lease.

4270 Byrd Drive ♦ Loveland, Colorado 80538 ♦ 970-461-2560 ♦ Fax: 970-461-0118



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made as of this 22 day of February 2005, between Citicasters, Co. a Ohio corporation ("LESSOR"), and Wellington Fire Protection District a Colorado county volunteer fire department ("LESSEE").

RECITALS:

- A. Lessor is the owner of a broadcast transmission tower (the "Tower") and a transmission building (the "Transmitter Building") located on real property owned or leased by Lessor described in Exhibit C (the "Property"), attached hereto;
- B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain space on the Tower and certain space on the Property or certain space in the Transmitter Building as more particularly described in Exhibit B of this Lease, all under the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee:

1.1 Antenna Space. Space on the Tower as described in Exhibit B (the "Antenna Space").

1.2 Transmitter Building. Space in the Transmitter Building for the installation of Lessee's Equipment described in Exhibit B or space on the Property for the construction of Lessee's transmitter building, shelter, equipment cabinets, and other associated equipment as described in Exhibit B.

1.3 Access. A nonexclusive right to have transmission lines run from the Transmitter Building to the Antenna Space for the sole purpose of enabling Lessee to service the Antenna mounted in the Antenna Space.

1.4 Utilities. The right, in common with others, to maintain such power, telephone and utility lines within the Property as may be necessary for the operation of Lessee's Equipment.

All of the foregoing shall be collectively referred to herein as the "Premises."

2. Lessee's Equipment. The term "Lessee's Equipment" shall mean Lessee's antennas, coax cables and other associated equipment more particularly described in Exhibit B of this Lease, and any replacement or additions permitted by this Lease.

3. Term. The Initial Term of this Lease shall commence on the "Commencement Date" described in Exhibit A, and shall end and terminate, subject to any early termination as specifically provided in this Lease, at midnight, on the final day of the Initial Term. So long as Lessee is not in material default under the terms of this Lease, Lessee shall have an option to extend the term of this Lease for the number of Extended Terms described in Exhibit A, following the Initial Term (the "Extended Term(s)"). Each Extended Term option shall be exercised only by written notice from Lessee to Lessor, given no less than six (6) months prior to the expiration of the Initial Term or subsequent Extended Term, as applicable. Lessee shall hold the Premises during the Extended Terms upon the same terms, covenants and conditions herein contained, except that the Rent (as defined in Section 4) shall be adjusted in accordance with Section 4. Collectively, the Initial Term and Extended Terms are sometimes referred to hereinafter as the "Term".

4. Rent. During the Term, Lessee shall pay as rent for the use of the Premises the Basic Rent, as defined in Section 4.1, and the Additional Rent, as defined in Section 4.2. The term "Rent" as used in this Lease shall mean, collectively, Basic Rent and Additional Rent.

4.1 Basic Rent. Lessee shall pay Lessor the basic rent set forth on Exhibit A as fixed minimum rent (herein called "Basic Rent") for the first year of the Term; payable in equal monthly installments in advance on or before the first business day of each calendar month during the Term. At the end of the first year and every Lease Year thereafter Rent automatically shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent for the immediately preceding Lease Year. Lessee shall pay such increased Rent during each succeeding Lease Year without notice from Lessor. The term "Lease Year" as used in this Lease shall mean each consecutive twelve (12) month calendar period, the first of which shall commence on

the first day of the month during which the Commencement Date occurs and the last of which shall end at the termination of the Lease.

4.2 Additional Rent. Lessee shall pay as additional rent (herein sometimes called "Additional Rent"), all sums of money or charges of whatsoever nature (except Basic Rent) required to be paid by Lessee to Lessor pursuant to this Lease, whether or not the same is designated specifically as Additional Rent.

4.3 Payment of Rent.

(a) Lessee covenants to pay all Rent when due and payable without any prior demand therefor whatsoever.

(b) Any Additional Rent provided for in this Lease shall become payable, unless otherwise provided herein, within ten (10) days after the date Lessor renders a statement therefor.

(c) Rent shall be paid to Lessor at the address for notices as provided in Section 29, or at such other place as Lessor may, from time to time, designate in a notice to Lessee.

(d) Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. No acceptance of any payment by Lessor from Lessee after termination of this Lease, or after the service of any notice or commencement of any suit shall renew, reinstate, continue or extend the Term or affect any such notice, demand or suit, unless otherwise agreed by Lessor in writing.

(e) Any Rent or other charge not paid when due shall bear interest at the rate of one and one-half percent (1-1/2%) per month from and after Five (5) days after its due date until paid, which interest shall be paid by Lessee as Additional Rent.

(f) All Rent shall be paid in lawful money of the United States of America.

5. Uses of Premises. The Premises is to be used for the installation, removal, operation, repair, and maintenance of the Lessee's Equipment. Operation of Lessee's Equipment shall be conducted in accordance with the standards imposed by the FCC and any other governmental body or agency as shall have jurisdiction over the installation, repair, alteration, operation, or replacement of Lessee's Equipment or with any activities of Lessee on the Premises.

5.1 Lessor shall have the right to lease space on the Tower to any other person or persons desiring to engage in any form of broadcasting and/or electromagnetic communication.

5.2 Interference.

(a) Lessee's operation of the Equipment shall not cause any interference with the signal of any other transmitter/receiver for two-way channels, television, radio or microwave utilization, whether on or off the Premises or the Property or whether transmitted or received by Lessor or Lessor's other lessees or licensees. Furthermore, Lessee agrees that any interference with the signal of any other transmitter/receiver caused by the operation of the Equipment shall be the responsibility of Lessee to immediately correct and eliminate. Should Lessee fail to immediately correct any such interference within forty-eight (48) hours of notice by Lessor of such interference, then Lessor may, at its option, enter the Premises, correct such interference and invoice the costs of such correction to Lessee, which invoice shall be payable within ten (10) days of receipt by Lessee. If Lessor does not exercise its option to correct the interference and if Lessee fails to correct the interference within thirty (30) days of Lessor's notification of the same, Lessor shall have the option to terminate this Lease and thereafter shall have no further obligations to Lessee.

(b) Lessor shall use all reasonable efforts to ensure that other tenants on the Tower do not cause interference to the operation of Lessee's Equipment, to the extent the equipment of such other tenants was installed subsequent to the installation of Lessee's Equipment ("Objectionable Interference"). Should Objectionable Interference be experienced by Lessee, Lessee shall provide notice in writing of such Objectionable Interference to Lessor, and Lessor shall cooperate with Lessee in identifying the source of the Objectionable Interference and in causing the responsible party to take such reasonable steps necessary to eliminate the Objectionable Interference. In the event such party causing the Objectionable Interference fails to correct such problem and Lessee's broadcast

continues to be materially affected within thirty (30) days of Lessee notifying Lessor of such problem, Lessee shall have the right to terminate this Lease by written notice to Lessor at any time thereafter unless such Objectionable Interference is eliminated within the aforesaid 30-day period.

5.3 Lessee shall comply with all laws and regulations of the federal, state, county and municipal authorities applicable to the Premises, the housing and operation of Lessee's Equipment therein, and the exercise of the rights conferred hereunder, including, but not limited to, the land use requirement of the county in which the Tower is located and the biological harm regulations of the FCC and the Occupational Safety and Health Administration ("OSHA").

5.4 Lessee shall conduct its business in such a manner as regards noise, other nuisances or otherwise, as will not unreasonably and unnecessarily interfere with, annoy or disturb the Lessor in the conduct of the main purpose of the Transmitter Building, other lessees of the Tower, or area landowners and their tenants, provided however, that nothing said herein is intended to preclude Lessee's quiet enjoyment of the Premises afforded herein. The sidewalks, entrances, and parking areas of the Transmitter Building shall not be obstructed or encumbered by Lessee or used for any other purpose other than normal ingress or egress to and from the Premises, except as may be necessary to permit Lessee to exercise its rights hereunder.

5.5 Lessee's Risks. All Lessee's Equipment and personal property of every kind or description which may at any time be in the Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for damage to or theft of or misappropriation of such property, any injury or damage to persons or property resulting from or related to Lessee's Equipment or personal property or any latent defect in any improvements located upon the Property; *provided, however*, the foregoing limitation on Lessor's liability shall not apply to Lessor's acts of gross negligence and/or willful misconduct.

5.6 Non-Exclusive Antenna Space. Notwithstanding anything to the contrary herein, Lessor hereby grants to Lessee a nonexclusive right to the Antenna Space on the Tower. In the event Lessor elects to lease space on the Tower that conflicts with the Antenna Space in this Lease, Lessor may, at Lessor's sole cost and expense, initiate the relocation of Lessee's Equipment on the Tower, provided that the relocation of Lessee's Equipment does not materially affect Lessee's ability to transmit or receive radio signals as provided for herein.

6. Lessee's Rights to Access. Lessor hereby grants to Lessee a nonexclusive right to access the Premises for the employees, agents or representatives designated by Lessee to the extent reasonably necessary to enable Lessee to install, operate, maintain and monitor Lessee's Equipment, as follows:

6.1 Lessee shall have access to the ground portions of the Premises, including Lessee's equipment shelter, if any, twenty-four hours a day, seven days a week; however, Lessee shall not enter Lessor's Transmitter Building without first providing Lessor prior notice. Lessee acknowledges that Lessor may require that Lessor's representative be present in the event of access of the Tower by Lessee. Lessee acknowledges that Lessor's control of access to the tower is essential to the safe operations of all parties utilizing the Tower. In the event that Lessee wishes to access the Tower, Lessee shall provide notice to Lessor of its need to do so, and Lessor will arrange to have its representative available at a mutually agreeable time.

6.2 Lessee's Contractors.

(a) All contractors and subcontractors (sometimes collectively referred to herein as "Contractor") of Lessee who shall perform any service for Lessee on the Premises shall hold licenses and/or governmental authorizations appropriate to and necessary for the work being performed. Lessor may require that Lessee secure a performance bond, in form and amount reasonably satisfactory to Lessor, covering any normal scheduled proposed construction or installation before Lessee can commence such construction or installation of equipment on the Tower, in the Transmitter Building, or on the Premises. In addition, prior to commencing performance of such services, providing any products or commencing any operations in respect thereto, all contractors and subcontractors used by Lessee in connection with the construction, installation, maintenance, repair or replacement of Lessee's Equipment shall first be approved by Lessor; and all such contractors and subcontractors shall carry insurance of the type and in the amount provided in Section 10, issued by companies licensed in the states where the services are to be performed with Lessor's prior approval of such companies a prerequisite to their performing any such services at the Premises, which approval shall not be unreasonably withheld. In addition, prior to commencement and upon Lessor's request at any time, Contractor shall provide Lessor with certificates or other proof of insurance which shall name Lessor, its Affiliates (defined below), and all partners, officers, directors, employees, agents and representatives of Lessor and its Affiliates, as "additional insureds" on all such policies

identified below and such other documentation as Lessor may reasonably request showing Contractor's compliance with this Section 6.2. For the purpose of this Lease, "Affiliate(s)" of Lessor means any other entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, Lessor.

(b) Without limitation as to any other indemnification requirements contained in this Lease, Lessee further agrees to indemnify and hold harmless Lessor for any claims related to Lessee's access (whether by Lessee or Lessee's employees, agents, contractors and/or subcontractors) to the Tower, including any claims related to health, safety, RF energy exposure, or equipment damage (including damage to Lessor's equipment or other third-party equipment) resulting from such access.

6.3 In order to maintain the integrity of the operations of Lessor, Lessee and other Tower tenants, Lessor shall have the right to restrict certain individuals or companies from Lessee's maintenance services on the Premises, provided that such right shall not be unreasonably or illegally exercised. Lessee shall comply with any applicable instructions regarding any site security system. All gates shall remain closed and locked (if applicable) at all times unless entering or exiting the premises. When leaving any building, Lessee shall ensure that all doors are locked and the security system (if any) is armed.

6.4 If Lessee leases space inside Lessor's Transmitter Building, Lessor shall provide to Lessee a key by which Lessee may unlock the Transmitter Building for maintenance purposes. If this key is lost, Lessee shall be responsible for the expense of retooling the locks and providing new keys for all authorized persons. Such new keys and locks will be provided by Lessor and billed to the Lessee.

7. Utilities. Lessor shall provide Lessee with connectivity to Lessor's electrical service at the Premises. At Lessee's sole cost and expense, any installation costs associated with Lessor's providing electrical service to Lessee shall be initiated, contracted for, obtained and paid for by Lessee. Lessee agrees to cooperate with Lessor's reasonable requests regarding the manner and timing of the installation of Lessee's utilities. No other utilities (water, sewer or gas) will be available at the Premises during the Term. In no event shall Lessor be liable for the quality, quantity, failure or interruption of electrical service to the Premises or damages resulting directly or indirectly therefrom by reason of or resulting from any accident, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or strikes, riots, insurrections or invasions, or any other reason beyond the control of Lessor.

8. Taxes. Lessor will pay all real property taxes assessed against the Premises. Lessee will pay when due any taxes levied against the Lessee's Equipment and any other personal property of Lessee located on the Premises or any increase in real property taxes as a result of Lessee's Equipment being located on the Property or Premises. Where possible, Lessee shall cause the Lessee's Equipment or other personal property to be assessed and billed separately from the Property.

9. Indemnification. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND LESSOR'S AGENTS, EMPLOYEES, CONTRACTORS, TENANTS, CUSTOMERS AND INVITEES ("LESSOR INDEMNITEES") HARMLESS FROM ALL CLAIMS FOR LOSS OR DAMAGE ON ACCOUNT OF INJURY OR DEATH TO ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY PERSON OR PERSONS OCCURRING ON THE PROPERTY, TO THE EXTENT CAUSED BY (A) LESSEE'S EQUIPMENT, OR (B) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S AGENTS, EMPLOYEES, CONTRACTORS OR INVITEES IN CONNECTION WITH LESSEE'S USE OF THE PROPERTY UNDER THIS AGREEMENT. LESSEE WAIVES ALL CLAIMS AGAINST LESSOR AND THE OTHER LESSOR INDEMNITEES, WHICH LESSEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST LESSOR OR ANY OTHER LESSOR INDEMNITEE FOR LOSS, THEFT OR DAMAGE TO PROPERTY OR LESSEE'S EQUIPMENT OR FOR INJURIES TO PERSONS IN, UPON OR ABOUT THE PROPERTY OR THE TOWER FROM ANY CAUSE WHATSOEVER, OTHER THAN LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WITHOUT LIMITING THE FOREGOING, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL COSTS, LOSSES, CLAIMS, DEMANDS, SUITS AND PROCEEDINGS, INCURRED, MADE OR COMMENCED BY ANY PARTY AGAINST ANY OF THE FOREGOING, FOR PERSONAL, PROPERTY OR OTHER DAMAGE, CAUSED BY, RESULTING FROM, OR ARISING OUT OF, OR BY VIRTUE OF (I) THE USE BY LESSEE, ITS AGENTS, SERVANTS, EMPLOYEES OR INVITEES OF

THE TOWER, THE TRANSMISSION BUILDING OR PREMISES, OR (II) THE PERFORMANCE BY, OR CARRYING OUT BY IT, HIM OR THEM, OF ANY TERMS AND CONDITIONS HEREOF, OR (III) THE FAILURE TO PERFORM ANY TERM, COVENANT OR CONDITION REQUIRED TO BE PERFORMED BY LESSEE HEREUNDER, OR (IV) ANY DAMAGE OR INJURY THAT MAY OCCUR AS A RESULT OF AN UNSAFE CONDITION, OR OF ANY NEGLIGENT INSTALLATION OR MAINTENANCE, OF LESSEE'S EQUIPMENT, OR (V) LESSEE'S FAILURE TO COMPLY WITH ANY APPLICABLE STATUTE, RULE, REGULATION, ORDER OR OTHER STANDARD PERTAINING TO THE USE OR INSTALLATION OR MAINTENANCE OF LESSEE'S EQUIPMENT; AND FROM AND AGAINST ANY AND ALL EXPENSES AND LOSSES THAT MAY BE INCURRED BY LESSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AS A RESULT OF ANY SUCH CLAIM, DEMAND SUIT OR PROCEEDING, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS AND EXPENSES INCURRED IN RESPONDING TO OR DEFENDING ANY SUCH CLAIM, DEMAND SUIT OR PROCEEDING. IN PARTICULAR, AND NOT IN LIMITATION OF THE FOREGOING, LESSEE AGREES TO INDEMNIFY AND HOLD THE LESSOR INDEMNITEES HARMLESS FROM ANY LIABILITY, LOSS OR EXPENSE THAT MAY OCCUR OR ARISE OUT OF ANY INTERFERENCE CAUSED BY THE LESSEE'S EQUIPMENT TO TWO-WAY CHANNELS, TELEVISION OR RADIO TRANSMITTERS/RECEIVERS OR MICROWAVE INSTALLATIONS, WHETHER ON OR OFF THE PREMISES OR THE PROPERTY.

LESSEE'S OBLIGATIONS HEREUNDER ARE SUBJECT TO APPLICABLE LAWS OF COLORADO REGARDING INDEMNIFICATION. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY LESSEE OF ANY IMMUNITY, DEFENSE OR PRIVILEGE AFFORDED TO IT BY THE COLORADO GOVERNMENTAL IMMUNITY ACT, SECTION 24-10-101, *ET SEQ.*, C.R.S., AS IT MAY BE AMENDED FROM TIME TO TIME.

THE INDEMNITY OBLIGATIONS OF LESSEE UNDER THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

10. Liability Insurance. Lessee shall obtain, and at all times thereafter shall maintain, at a minimum, the policies of insurance set forth below and otherwise acceptable to Lessor, issued by companies licensed in the states where the Tower is located. In addition, prior to commencement and upon Lessor's request at any time, Lessee shall provide Lessor with certificates or other proof of insurance which shall name Lessor, its Affiliates (defined below), and all partners, officers, directors, employees, agents and representatives of Lessor and its Affiliates, as "additional insureds" on all such policies identified below and such other documentation as Lessor may reasonably request showing Lessee's compliance with this Section 10. For the purpose of this Agreement, "Affiliate(s)" of Lessor means any other entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, Lessor.

10.1 Commercial General Liability Insurance. Lessee shall obtain, and at all times thereafter shall maintain Commercial General Liability Insurance for bodily injury and property damage, which includes products/completed operations and all standard broad form comprehensive general liability extensions without limitations. Contractual liability, if not written on a blanket basis, must be endorsed to cover the indemnities specified herein. This policy shall be written on an "occurrence" basis. It shall provide for bodily injury and property damage coverage with limits no less than \$2,000,000 aggregate per location and no less than \$1,000,000 per occurrence.

10.2 [Reserved.]

10.3 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation and Employer's Liability Insurance affording coverage under the workers' compensation laws of the state in which the Tower is located, with Employer's Liability Insurance having minimum limits of \$1,000,000.00 for injury by accident and \$1,000,000.00 for injury by disease. Such coverage shall provide a standard waiver of subrogation endorsement in favor of Lessor, and its Affiliates.

10.4 Automobile Liability Insurance. Automobile Liability Insurance at no less than \$1,000,000 per occurrence combined single limit for injury or property damage. All owned, leased, non-owned, and hired automobiles used in connection with the activities on the Property shall be covered.

10.5 Umbrella Liability Insurance. Umbrella Liability Insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverages noted in Sections 10.1, 10.3, and 10.4 above. This policy shall be written on an "occurrence" basis.

10.6 [Reserved.]

10.7 Insurance Requirements. All of Lessee's insurance required hereunder shall be with insurance carriers licensed to do business in the state where the Tower is located, and rated no lower than A-X in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. Lessee shall deliver to Lessor certificates evidencing the insurance required to be maintained by Lessee hereunder prior to Lessee's installation of the Lessee's Equipment and annually thereafter. Without limitation upon the other terms and provisions of this Section 10, each insurance policy maintained by Lessee with respect to the Premises shall be endorsed to provide (i) that in the event of cancellation, non-renewal or material modification, Lessor shall receive 30-days advance written notice thereof and (ii) that Lessor shall receive renewal Certificates of Insurance no later than 30-days in advance of each renewal.

11. Maintenance of Premises. Lessor shall maintain the Premises (but not Lessee's Equipment housed thereon), including all required Tower marking and lighting, in reasonable condition for the intended use by Lessee and in compliance with all Federal Aviation Administration and FCC rules and regulations, and shall promptly repair any material damage to the Premises; all necessary maintenance and repairs; provided, however, that when such maintenance and repair is made necessary by or because of the fault or negligence of Lessee (reasonable wear and tear excepted), Lessee shall reimburse Lessor for the cost thereof. In the performance of its obligation to maintain and repair the Tower, and to allow other lessees to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for the Lessor to require Lessee to temporarily cease transmission activities, to turn off electrical power, and/or to make other adjustments to its equipment and operations. Lessor shall use commercially reasonable efforts to schedule such work so as to cause minimum disruption to Lessee's operations. Lessee agrees to cooperate with Lessor and to comply with and honor Lessor's requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of such work.

11.1 [Reserved.]

11.2 Lessor shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration, the Federal Communications Commission, and all other applicable governmental authorities.

11.3 Lessee, at its own expense, shall carry out maintenance of Lessee's Equipment, including, but not limited to, the electrical and mechanical maintenance of Lessee's equipment. Maintenance shall be conducted by Lessee in accordance with standards of good engineering practice to assure that at all times, Lessee's Equipment conforms with the requirements of the FCC and all other government bodies or agencies with jurisdiction over Lessee.

12. Lessee Construction. Lessee shall have the right at its cost and expense, to install, renovate, alter, and remove the Lessee Equipment, detailed in Exhibit B, located in or on the Premises as its operation may require; provided however, that:

(1) such installation is in compliance with standards of good engineering practice and, if necessary, have been approved and are in compliance with standards imposed by the FCC and any other governmental body or agency as referred to in Section 5 hereof;

(2) Lessee submits plans and specifications to Lessor and Lessor, whose approval shall not be unreasonably withheld; approves plans in writing;

(3) Lessee installation is in compliance with the Antenna Site Technical Standards attached hereto as Exhibit D;

(4) Lessee provides, at Lessor's request, an independent professional analysis of "Wind Loading" and "Weight Loading" to determine any structural load changes that the installation of Lessee Equipment would cause to the Tower. Any proposed changes that increase the "Wind Loading" or "Weight Loading" of the Tower

shall not exceed the current TIA/EIA/IBC standards. The selection of the independent professional to conduct said analysis shall be subject to the approval of Lessor, which will not be unreasonably withheld;

(5) Lessee's proposed changes do not involve any change to the frequency and/or effective radiated power ("ERP") of Lessee's Equipment.

Construction of Lessee's Equipment on the Tower shall not commence without written consent from the Lessor. Lessee shall give Lessor no less than five (5) business day's advance written notice of commencement of initial construction, and no less than ten (10) business day's advance written notice of commencement of any alterations to the of Lessee's Equipment within the Premises or on the Tower, and twenty (20) business day's advance written notice of commencement of any structural modifications to the Tower.

Whenever possible, Lessee shall schedule such work between 12 o'clock midnight and 6 a.m. so as to minimize disruption to the operations of the tenants on the Tower. Such installation work may require the cessation of operation of other tenants on the Tower, however, and there can be no assurance that each will agree to the precise schedule requested by Lessee. Lessor shall use reasonable efforts to coordinate this work with the other tenants to permit construction at the time(s) and date(s) requested.

Lessee shall give Lessor no less than five (5) business days advance written notice of any maintenance of Lessee's Equipment on the Tower. Such maintenance or installation work may require the cessation of operation of other tenants on the Tower, however, and there can be no assurance that each will agree to the precise schedule requested by Lessee. Lessor shall use reasonable efforts to schedule this work with the other tenants at the time requested.

LESSEE SHALL DELIVER, PURSUANT TO THE TIMELINES DESCRIBED IN THIS SECTION 12, TO LESSOR PRIOR TO COMMENCEMENT OF CONSTRUCTION ALL COPIES OF ANY STRUCTURAL STUDY, LOAD ANALYSIS, TOWER MAPPING, SITE SURVEY, CONSTRUCTION DRAWINGS, REINFORCEMENT DESIGNS, ENVIRONMENTAL REPORTS, PERMITS, INSURANCE CERTIFICATES, AND OTHER RELATED DUE DILIGENCE PURSUANT TO THIS LEASE.

12.1 Permanent Improvements. In the event structural alterations or reinforcements that modify or alter the permanent structural condition of the Tower or Building ("Permanent Improvements") are required for the installation of Lessee's Equipment, Lessee shall have the right at its sole cost and expense to make such modifications to the structure of the Tower, as more particularly described in Exhibit F. Any such Permanent Improvements of the Tower or the Building shall become the property of Lessor.

12.2 Alterations by Lessee. Lessee shall be permitted to make replacements or repairs to Lessee's Equipment without completing the steps described at (2) and (4) above in Section 12, to the extent such changes utilize physically identical equipment as that being replaced and/or repaired.

12.3 Liens. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Property, Building, Tower, or Premises, any and all liens and encumbrances created by Lessee shall attach to Lessee's interest only. Lessee covenants and agrees not to suffer or permit any lien of mechanics, suppliers, materialmen or others to be placed against the Building, Tower, or Property, and Lessee covenants and agrees within thirty (30) days after written notice by any entity of the filing of such lien to cause it to be release and removed of record. If Lessee shall fail to cause such lien or encumbrance to be discharged, then, in addition to any other right or remedy Lessor may, but shall not be obligated to, discharge the same either by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action of the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Lessor, and all costs and expenses, including attorneys' fees, incurred by Lessor in connection therewith, shall constitute Additional Rent.

12.4 Title. Lessor's title to the Property (if owned by Lessor), Building, Tower, and Premises is and always shall be paramount to the interest of Lessee and nothing herein contained shall empower Lessee to do any act or to omit any act which would encumber Lessor's title.

13. Tower Damage. In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other

casualty so as to be unfit for Lessee's occupancy and intended use hereunder and the Tower cannot be restored or rebuilt by Lessor within 180 days, then either Lessee or Lessor may elect to terminate this Lease by written notice to the other party. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, vandalism, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antennas, then Lessor may remove Lessee's antennas and interrupt Lessee's operations, thereafter replacing the antennas as soon as reasonably possible. Lessee shall be entitled to a pro rata refund of its prepaid Monthly Rent for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Lessor be liable for any financial loss due to business interruption caused by the aforementioned circumstances.

14. Hazardous Materials.

14.1 (a) "Claim" shall mean and include any demand, cause of action, proceeding or suit and the results thereof (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, expenses, liabilities, interest, contribution or settlement (including, without limitation, attorneys' fees, court costs and disbursements), (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response actions, and (iii) for enforcing contribution, or indemnification agreements.

(b) "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq. (including 47 C.F.R. Section 1.1301 et seq.); the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Oregon ("IEPA"), Ill. Rev. Stat. ch. 111, para. 1001 et seq., and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(d) "Manage" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration from adjacent property or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(f) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

14.2 Lessee covenants that (a) Lessee shall at its own cost comply with all Environmental Laws with respect to its operations on the Property; (b) Lessee shall not Manage any Hazardous Materials on the Premises, nor conduct nor authorize the same, including installation of any underground storage tanks, without prior written disclosure to and approval of the Lessor, which approval shall not be unreasonably withheld; (c) Lessee shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (d) Lessee shall not dispose of Hazardous Materials on the Premises; (e) Lessee shall not discharge Hazardous Materials into drains or sewers in violation of environmental laws; (f) Lessee shall not suffer, cause or allow the Release of any Hazardous Materials on, to or from the Premises in violation of environmental law or in quantities requiring a permit; and (g) Lessee shall at its own cost arrange for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.

14.3 During the Term of this Lease, Lessee shall promptly, upon Lessee's receipt thereof, provide Lessor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration or other federal, state or local agency or authority or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Premises or Property; (b) the imposition of any lien on the Premises or Property; or (c) any alleged violation of or responsibility under Environmental Laws. Lessor and Lessor's employees shall, upon reasonable notice to Lessee, have the right to enter the Premises and conduct appropriate inspections or tests in order to determine Lessee's compliance with this Section 14.

14.4 Lessee shall indemnify, defend and hold harmless Lessor from all Claims suffered or incurred by Lessor arising from or attributable to any breach by Lessee of any of its warranties, representations or covenants in this Section 14. In the event any Claims or other assertion of liability shall be made against Lessor for which Lessor is entitled to indemnity hereunder, Lessor shall promptly notify Lessee of such Claim or assertion of liability and thereupon Lessee shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. Lessee's obligations hereunder shall survive the termination or expiration of this Lease, but shall apply only to Claims that arise from Lessee's occupancy of the Premises.

15. Limitation of Liability. Lessor, its agents or employees, shall not be liable for (and to the extent permitted by law, Lessee hereby releases Lessor and its agents and employees from) any loss of or damage to property of Lessee or of Lessee's agent, contractors, employees, invitees, or licensees, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature unless proximately caused by the gross negligence or willful misconduct of Lessor or its agents, employees or contractors. Without limiting the foregoing, neither Lessor, nor its agents or employees, shall be liable for any such damage caused by other Tenants of Lessor or persons in, upon or about the Building, Tower, Property or Premises, or caused by bursting, stoppages, or leaking, of water, gas, sewage or steam pipes, transmissions, electrical systems, flooding or damage caused by sprinkling devices, air conditioning apparatus, water, snow, ice, frost, steam, excessive heat or cold, broken glass, odor, noise, or collisions, unless any such loss or damage is proximately caused by the willful or negligent acts of Lessor, its agents, employees or contractors. All property belonging to Lessee or any occupant of the Property that is in the Building, Tower, Property or Premises, shall be there at the risk of Lessee or other occupant only; and Lessor shall not be liable for loss or damage thereto or theft or misappropriation thereof except as provided herein above. Any liability of the Lessor to Lessee under this Lease shall be recoverable only from the interest of Lessor in the Tower and Property, and neither Lessor nor any of its owners, officers, directors, employees or affiliates shall have any personal liability therefor.

16. Service Interruption. Lessor shall incur no liability to Lessee for failure to furnish space, as provided herein, or the rendition of any services, if prevented by war, fires, strikes, or other labor troubles, accidents acts of God, or other causes beyond its control, including but not limited to, temporary or intermittent service interruptions resulting from maintenance and repair work to the facilities of Lessor or other tenants on the Tower, or alterations to the Tower required by any tenants on the Tower, or alterations to the Tower required by any governmental authority. Lessee is hereby put on notice that service interruptions will be required in order that

maintenance and repair work may be accomplished consistent with the requirements of OST 65 and the rules and regulations of OSHA. Except as otherwise provided in Section 13 of this Lease, any delay, disruption or hindrance caused by Lessee, its transmission or business occasioned by the installation, relocation or removal by good engineering practices or by any governmental agency shall not affect or impair Lessee's obligation to pay Monthly Rent hereunder.

17. Eminent Domain. If the land which Lessor's Tower, foundation, guy wire anchors or building is located, or the Premises are acquired or condemned under the power of eminent domain whether by public authority, public utility, or otherwise, then this Lease shall terminate as of the date title shall have vested in public authority. Lessor shall be entitled to the entire amount of any condemnation award, except the Lessee shall be entitled to make claim for and retain a condemnation award based on and attributed to the expense of removing its fixtures.

18. Assignment. Lessee shall not sublet, assign, mortgage, or encumber this Lease without the express written consent of Lessor which shall not be unreasonably withheld. Lessee acknowledges and agrees that it shall not have any rights to sublet or permit the Premises or any part thereof to be used by others, and that, in any event, no sublet or use by others shall relieve Lessee of its obligations under this Lease.

19. Termination. In the event Lessee shall: (i) default in the payment of Rent or any other sum payable by Lessee hereunder, and such default shall continue for a period of five (5) business days after receipt of written notice by Lessor; or (ii) default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) days after Lessee's receipt of written notice thereof; or (iii) become bankrupt or insolvent or should any debtor proceeding be initiated by or against Lessee, then Lessor may pursue the following rights and remedies:

- (a) Terminate this Lease and retake possession of the Premises;
- (b) Enter the Premises and relet the same without termination of the Lease, in which event Lessee covenants and agrees to pay any deficiency after Lessee is credited with the Rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession);
- (c) Cure any such default and invoice Lessee for the costs and expenses of the same, which invoice shall be payable within ten (10) days of its receipt by Lessee; and
- (d) Exercise any other remedy available at law or in equity.

If Lessee remains in default beyond any applicable cure period, whether or not Lessor shall have terminated this Agreement, Lessor may demand immediate removal by Lessee of Lessee's Equipment (except for Permanent Improvements) from the Property, and if Lessee fails to do so within thirty (30) days of Lessor's demand, Lessor may remove and store the Lessee's Equipment at Lessee's sole cost. In such event, Lessor shall not be liable to Lessee for damage to the Lessee's Equipment in the course of such removal, and Lessee shall reimburse Lessor for any damages to the Property caused by such removal.

Lessor shall in no event be liable in any way whatsoever for failure to relet the Premises, or, in the event that the Premises are relet, for failure to collect the rent thereof under such reletting. Lessor's exercise of any particular remedy shall not preclude Lessor from exercising any other remedy available to Lessor, whether under this Lease, at law or in equity. Lessee hereby expressly waives any and all rights of redemption, whether statutory or otherwise, granted by or under any present or future laws in the event of Lessor's obtaining possession of the Premises. Lessee further agrees to pay the reasonable attorney's fees and costs of Lessor, including court costs, if Lessor engages an attorney to collect Rent or otherwise enforce the terms and provisions of this Lease.

Lessor and Lessee agree that Lessee's ability to commence this Lease is contingent upon a passing structural study, if required and as detailed in Section 12, of the Tower, including Lessee's Equipment as described in Exhibit B, and Lessee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Lessee for its use of the Property and the Tower, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). It shall be Lessee's sole responsibility to obtain Governmental Approvals for Lessee's use under this Agreement and Lessor agrees to reasonably assist Lessee with such applications. In the event Lessee is unable to secure a passing structural (as determined by Lessor in its reasonable discretion) or Governmental Approvals, this Lease may be terminated by Lessee at any time prior to commencement of construction (but not later than ninety (90) days after the date of this Lease).

The financial obligations of the Lessee as contained herein, absent approval by the Lessee's electorate, shall not be deemed to be a "multi-year financial obligation" under Article X, Section 20 of the Colorado Constitution. Accordingly, Lessee shall have the right to terminate this Lease at the end of any fiscal year of the Lessee in the event that the Lessee's Board of Directors fails to appropriate money sufficient for the continued performance of this Lease by the Lessee after the end of such fiscal year, such non-appropriation being within the sole discretion of the Board. Appropriation shall be evidenced by the passage of a budget resolution which specifically provides for or appropriates funds for the Lease payments. Absent such an appropriation of funds, Colorado law prohibits the Lessee from performing its financial obligations under this Lease for that ensuing fiscal year. Lessee may effect such termination by giving Lessor written notice of the non-appropriation within 30 days prior to the end of the then current fiscal year, but not less than 90 days prior to the end of the calendar year. In the event of termination, Lessee shall pay all accrued liabilities through the last day of the then current fiscal year but shall not be subject to any other penalty or assessment. Nothing herein shall be construed as an obligation by any Board of Directors to appropriate such funds.

20. Removal of Lessee's Equipment. Lessee shall, at the termination of this Lease, surrender possession of the Premises to Lessor in as good a condition as prior to the commencement of this Lease, reasonable wear and tear excepted. At the termination of this Lease, whether it expires by its own terms or is canceled for any reason, Lessor agrees to give Lessee access to remove Lessee's Equipment for a period of no more than thirty (30) days after such termination. Lessee agrees at the termination of this Lease to remove Lessee's Equipment (except for Permanent Improvements) and to pay all cost in connection with such removal, provided, however, that, upon request of Lessor, Lessee shall leave Lessee's antennas and transmission line affixed to the Tower and shall surrender title and ownership of such to Lessor.

21. Subordination.

21.1 Notwithstanding anything herein to the contrary, if the Property is leased by Lessor, then (i) this Lease shall be subject and subordinate to the terms of such Property lease (the "Ground Lease"), (ii) Lessee shall not take any action that would cause Lessor to be in breach or default under the Ground Lease, (iii) if the Ground Lease expires or is terminated for any reason, then the Term of this Lease shall thereupon end, and (iv) if required by the terms of the Ground Lease, this Lease shall be subject to the consent of the Ground Lease lessor as provided therein.

21.2 Upon written request by Lessor, Lessee agrees to subordinate its rights under this Lease to the lien of all mortgages (regardless of whether such mortgages now exist or may hereafter be created) with regard to all or any part of the Building, Tower or Property, and to any and all advances to be made thereunder and all modifications, consolidations, renewals, replacements and extensions thereof provided the mortgagee(s) shall agree to recognize the Lease of Lessee (if Lessee is not then in default hereunder) in the event of foreclosure under any such mortgage. Lessee also agrees that any mortgagee may elect to have this Lease prior to any lien of its mortgage and in the event of such election and upon notification by such mortgagee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage, whether this Lease is dated prior to or subsequent to the date of said mortgage.

21.3 Lessee shall, in the event of the sale or transfer of Lessor's interest in the Property or Premises, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Property or Premises, attorn and by the execution of this Lease does so attorn to and recognize such purchaser or assignee or mortgagee as Lessor under this Lease.

21.4 Lessee agrees that, upon the request of Lessor or any such assignee or mortgagee, Lessee shall execute and deliver whatever instruments may be required to carry out the intent of this Section 21 and Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact in its name, place and stead so to do in the event Lessee fails to comply with this Section 21.4 within the ten (10) days after demand therefor in writing.

22. Remedies Cumulative. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of and other remedies against the other party hereto.

23. No Waiver. Should Lessor permit a continuing default of Lessee in Lessee's performance of the terms of this Lease, the obligations of Lessee hereunder shall continue and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Lessor or obligations of Lessee hereunder.

24. Relationship of Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant, nor cause Lessor to be responsible in any way for the acts, debts or obligations of Lessee.

25. Broker. Lessee warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease and Lessor warrants that it has dealt with no broker, commission agent, finder or other person or entity with respect to this Lease. Each party shall indemnify and hold harmless the other party from any and all claims, actions, damages, costs, expenses, and liability whatsoever, including reasonable attorney's fees, that may arise from any claims for commission or finder's fees in connection with this Lease, the Property, or Premises.

26. Applicable Law. This Lease shall be construed and governed in accordance with the internal laws of the State in which the Property is located and without regard to the conflict of laws provisions thereof.

27. Entire Agreement. This Lease and any other documents referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than expressly set forth herein. This Lease supersedes all prior agreements and understandings between the parties. No modification of this Lease shall be effective unless contained in writing signed by the authorized representative of both parties.

28. Headings. The section and paragraph headings contained in this Lease are for reference purpose only and shall not affect in any way the meaning or interpretation of this Lease.

29. Notice. Except as otherwise expressly provided herein, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered if mailed (certified mail, postage prepaid, return receipt requested), sent by fax, or sent by overnight delivery service as described in Exhibit A, or to such address or fax number as any party may have furnished to the other in writing in accordance herewith, except that notices of change in address shall only be effective upon receipt.

30. Counterparts: Faxed Signature Pages. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any faxed signature page hereof shall be considered an original signature page and be effective for all purposes to evidence such party's execution hereof.

31. Severability. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Lessee Entity. Lessee hereby covenants and warrants that: the Lessee is a duly constituted organization (corporation, limited partnership, limited liability company, partnership non-profit corporation, etc.) qualified to do business in the state in which the Property is located; all Lessee's corporate franchise or other entity-related taxes have been paid to date; all future forms, reports, fees and other documents necessary for Lessee to comply with applicable laws will be filed by Lessee when due; and such person is duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

33. Successor and Assigns. This Lease shall inure to the benefit of and be binding upon Lessor, its successors and assigns, and shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of

Wellington Fire Protection District @ KPAW Ft Collins, CO & KQLF Wellington CO

Lessee and only such assigns of Lessee as are permitted herein. Except as expressly provided otherwise, nothing contained in this Lease shall be construed so as to confer upon any persons rights of a third party beneficiary.

34. Representations and Warranties. Lessor and Lessee each represent and warrant to the other that it is legally qualified, empowered and able to enter into this Lease, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation or any kind to which the party is subject or by which it is bound.

35. Survival. The indemnification outlined in Sections 6.2(b) 9, 14 and 25 shall survive termination of this agreement and be binding on Lessee, any successors, heirs, and assigns.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease has been duly executed and delivered by the Lessor and the Lessee on the date first above written.

LESSOR:

Citicasters, Co

By: 

Name: Jeff Littlejohn

Title: SVP Engineering Services

LESSEE:

Wellington Fire Protection District

By: 

Name: Jim Flowers

Title: Board President

Schedule of Exhibits:

Exhibit A Terms & Notices

Exhibit B Lessee Equipment Schedule & Drawings (if any)

Exhibit C Legal Description of Property

Exhibit D Antenna Site Technical Standards

Exhibit E Ground Lease (if any)

EXHIBIT B
LESSEE EQUIPMENT SCHEDULE

LESSOR: Citicasters, Co
LESSEE: Wellington Fire Protection District

Lessee Site # NA Lessor ASR # 1058302 - KQLF
1024111 - KPAW
Property Location: KQLF Sctn 30, Twnshp 11 N, Range 69 W, Wellington, CO
KPAW 46870 Weld County Road 13 Fort Collins, CO

ANTENNA SPACE AND EQUIPMENT



Type	Folded Di-Pole	Folded Di-Pole
Quantity	1	1
Weight	40 lbs	40 lbs
Dimensions	23'	23'
Mount Height	150'	150'
Line Diameter	7/8"	7/8"
# Lines/Antenna	1	1

TRANSMITTER EQUIPMENT AND BUILDING or SHELTER SPACE



Type of Service	2-way	2-way
Tx Frequency	154 Mhz	154 Mhz
Rx Frequency	154 Mhz	154 Mhz
Tx Output Power	40W	40W

Other:

Lease Area Dimensions	Space for 1 Radio	Power Requirements	110V
Lessor Building	YES	Telco Requirements	NONE
Lessee Shelter or Outdoor Cabinets	NO	Access to Lessor Generator	YES

Other:

LESSOR INITIALS

LESSEE INITIALS

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

[See attached legal description of Property]

EXHIBIT E

GROUND LEASE

[See attached Master Lease]

EXHIBIT D

ANTENNA SITE TECHNICAL STANDARDS

I. General

All users shall furnish the following prior to installation of any equipment:

- 1) Copies of FCC licenses/construction permits.
- 2) Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.
- 3) Copies of manufacturer's equipment specifications.

The following will not be permitted without prior written:

- 1) Equipment which does not conform to FCC Rules and Regulations.
- 2) Any equipment without FCC type acceptance.
- 3) Non-continuous duty rated transmitters used in continuous duty applications.
- 4) Equipment not designed for high-density applications.
- 5) Nickel plated connectors.
- 6) Add-on power amplifiers.
- 7) Transmitter outputs without a harmonic filter and antenna matching circuitry.
- 8) Changes in operating frequencies.

II. Antennas

- 1) Mounted only on posts or other specified mounts and only one per mount unless authorized in writing.
- 2) All mounting hardware shall be galvanized or made of non-corroding metal.
- 3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Must be DC grounded type or have appropriate lightning protection installed.
- 5) Must meet manufacturer's VSWR specifications.
- 6) Antennas with corroded elements must be repaired or replaced.

III. Antenna Mounts

- 1) 2" or greater heavy wall galvanized mounting pipes must be used.
- 2) No welding or drilling on mounts will be permitted.
- 3) Any corroding hardware must be replaced.

IV. Cable

- 1) All antenna transmission lines shall be grounded, with appropriate grounding kits, to the tower at the antenna, at the base of the tower and to the building ground system in the equipment room.
- 2) All antenna lines to be jacketed Heliax (or equivalent), 1/2" or greater.
- 3) Transmission lines must be secured to the antenna mounting posts.
- 4) Transmission lines must be secured to the tower at intervals no less than the manufacturers minimum specification.
- 5) When transmission lines are mounted to the exterior face of the Tower, transmission lines shall be painted to match the color(s) of the tower.
- 6) Transmission lines must be similarly tagged at both ground elevation and immediately below the point at which they connect to Lessee's Antennas.
- 7) All corroded or broken transmission line hangars shall be replaced.
- 8) Where no troughs or cable trays exist, all cable must be tied and bundled at not less than 2' intervals.
- 9) No kinked or cracked cable will be permitted.
- 10) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel.
- 11) All inside cables must be run in troughs where provided.
- 12) All unused transmission lines and cables must be removed.
- 13) All AC power cords must be 3 conductor with grounding plugs.
- 14) The use of extension cords will not be allowed.

V. Transmitters

- 1) Must meet original manufacturer's specifications.

- 2) All shielding must be in place and secure.
- 3) Must have a visual indication of transmitter operation.
- 4) Must be tagged with Lessee's name, equipment model number, serial number and operating frequencies.
- 5) All low lever, pre-driver, and driver stages in exciters must be shielded.
- 6) All power amplifiers must be shielded.

VI. Indoor/Outdoor Cabinets & Shelters

- 1) All cabinets and shelters must be bonded together and grounded to the supplied grounding point or grounding ring.
- 2) Tower mounted cabinets must be securely mounted with stainless steel hardware.
- 3) Tower mounted cabinets which are corroded or otherwise structurally unsound must be replaced.

VII. Installation Procedure

- 1) Installation may take place only after ClearChannel Tower Site Manager and Director of Vertical Real Estate have been notified in writing 7 days prior to the date and time for the proposed installation.
- 2) Equipment may not be operated until the Tower Site Manager has approved the installation in writing.
- 3) Equipment must remain within its designated tower or floor/ground space at all times.

VIII. Miscellaneous

- 1) The Tower Site Manager must approve access to the tower and elevator in advance.
- 2) All FCC licenses must be current.
- 3) All installations must be maintained in a neat and orderly manner.
- 4) Doors to equipment and building spaces shall be closed and locked at all times.



iHeartMedia + Entertainment, Inc.
125 W 55th Street
New York, New York 10019

September 1, 2023

Wellington Fire Protection District
8130 3rd Street
Wellington, CO 80549
Attn: Board President

RE: [FTC-009s2]; that certain Tower Lease Agreement, dated February 22, 2005, by and between iHeartMedia + Entertainment, Inc. ("Landlord"), ultimate successor to Citicasters, CO and Wellington Fire Protection District ("Tenant"); (the "Lease") for Premises located at 6445 West County Road 23, Wellington, CO, 80536. (the "Premises").

Ladies and Gentlemen:

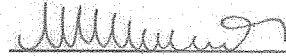
iHeartMedia + Entertainment, Inc., the Landlord of the referenced Lease, intends to enter into a definitive agreement with Vertical Bridge Acquisitions, LLC or its affiliate ("Vertical Bridge"), pursuant to which Landlord shall sell a select portfolio of its tower assets to Vertical Bridge (the "Transaction").

On or about the date of closing of the Transaction: (1) the Lease will be assigned to Vertical Bridge and (2) Landlord will sell and transfer title to the tower assets located on the Premises to Vertical Bridge (the "Transfers"). Some or all of such Transfers may require your consent pursuant to the terms of the Lease. This letter constitutes our notice to you regarding the Transaction and the Transfers pursuant to the terms of the Lease. By countersigning below, you hereby consent to and acknowledge the Transfers and agree that this letter satisfies all notice and consent requirements under the Lease with respect to the Transfers and constitutes your waiver of any rights that may arise under the Lease as a result of the Transfers and the consummation of the Transaction. Following the Transfers and the Transaction, the Lease shall remain in full force and effect, and nothing contained herein shall be construed as a waiver or modification of any existing

Transaction. Following the Transfers and the Transaction, the Lease shall remain in full force and effect, and nothing contained herein shall be construed as a waiver or modification of any existing rights thereunder, except as such rights are expressly modified by this letter. Please indicate that you acknowledge and agree to the foregoing by signing both copies of this letter.

Also enclosed is a form of estoppel certificate to confirm certain terms of the Lease for the benefit of Vertical Bridge. Please fill out and sign both copies of the estoppel certificate and attach the underlying Lease. Please retain one copy of this letter and one copy of the estoppel certificate for your files and return the other originals of this letter and the estoppel certificate as soon as possible to the attention of our real estate administrator, Caroline Palmer, Cushman & Wakefield, One Tampa City Center, Suite 3300, Tampa, Florida 33602. You may also send a scanned copy to Caroline.Palmer@cushwake.com. If you have any additional questions or concerns you may contact our attorney, Louis J. Donofrio, Esq., ljd@rrlawpc.com; [860] 240-1042. Please feel free to contact Attorney Donofrio directly if you have any questions regarding this letter or the Transaction.

Sincerely,



Molly Winkler
Senior Vice President, Real Estate &
Facilities

Acknowledged and Agreed this ____ day of _____, 2023.

TENANT:

Wellington Fire Protection District

By: _____

Name: _____

Title: _____

TENANT ESTOPPEL CERTIFICATE

[ADDRESS TO LENDER AND BUYER]

Re: Lease Agreement ("Lease") dated February 22, 2005 between iHeartMedia + Entertainment, Inc. ("Landlord"), as landlord, and Wellington Fire Protection District ("Tenant") as tenant ("Lease"), a full copy of which Lease (including any amendments is attached hereto and incorporated herein as Exhibit A). This Tenant Estoppel Certificate shall be considered to include all Exhibits.

Ladies and Gentlemen:

Tenant hereby certifies to _____ ("Lender") and Vertical Bridge Acquisitions or any of its affiliates ("Buyer") in connection with any Lender's loan to Buyer and Buyer's acquisition of the real property interests where the lease premises (the "Premises") is located as follows:

1. The term of the Lease commences on January 1, 2014 and will expire on August 31, 2024, with two 1-year renewal options remaining.

2. The Lease as described above constitutes the entire agreement of Landlord and Tenant with respect to the Premises, is true, correct and complete, has not been modified or amended except as described above, and is in good standing and in full force and effect.

3. Tenant has commenced payment of monthly fixed base rent under the Lease in the amount of \$551.14 per month and has paid additional rent in the amount of \$0.00 per month. The last rental payment was made on August 1, 2023. No rent has been paid by Tenant more than one month in advance.

4. Tenant has paid a security deposit or other security under the Lease in the amount of \$0.00.

5. There are no defaults of Landlord or Tenant under the Lease and there are no existing circumstances which with the passage of time, or notice, or both, would give rise to a default under the Lease.

6. Tenant has no charge, lien, claim of set-off or defense against rents or other charges due or to become due under the Lease or otherwise under any of the terms, conditions, or covenants contained therein.

7. Tenant has not received any concession (rental or otherwise) in connection with renting the Premises except as follows: None

8. Tenant has received no notice from any insurance company or any governmental authority of any defects, violations or inadequacies in the Premises, or any part thereof.

9. There are no pending suits, proceedings, judgments, bankruptcies, liens or executions against Tenant or any affiliate of Tenant, that may give rise to affect the Premises.

10. Tenant does not have any rights or options to purchase any portion of the Premises.

11. Tenant has no knowledge of any assignment by Landlord of its interest in the Lease other than to _____.

12. From and after the date hereof, Tenant will not pay any rent under the Lease more than thirty (30) days in advance of its due date.

13. The individual executing this Tenant Estoppel Certificate on behalf of Tenant has the power and authority to execute same and has obtained all necessary consents and approvals from all parties (including, without limitation, all partners, members or managers of Tenant) whose consent or approval is required.

14. The certifications contained herein are made in the knowledge that Buyer, as a prospective purchaser of the Premises and Lender, as a prospective mortgagee of the Premises, will place substantial reliance thereon. This Tenant Estoppel Certificate shall inure to the benefit of Landlord, Buyer and Lender and their respective successors and assigns, and shall be binding upon Tenant and Tenant's successors and assigns.

15. To the extent any such consent is required by the Lease, Tenant hereby consents to the assignment to and/or acquisition by Vertical Bridge or its affiliates, directly or indirectly, of Landlord's interest in the Lease.

16. Any notice or demand required to be given under the Lease shall be made pursuant to the proper notice method prescribed by the Lease to the address of the Tenant set forth below:

Wellington Fire Protection District

By: _____

Name:

Title:

Date: _____, 2023



iHeart
MEDIA

iHeartMedia + Entertainment, Inc.
125 W 55th Street
New York, New York 10019

EXHIBIT A (enclosed)

8. ColoTrust



What is COLOTRUST?

Colorado Local Government Liquid Asset Trust (COLOTRUST) is Colorado's original and largest pooled investment trust. Designed specifically for Colorado's local governments, COLOTRUST began operations on January 1, 1985. The purpose of COLOTRUST is to provide Colorado local governments with a convenient option for investing in short-term investments carefully chosen with the goal of maximizing safety, liquidity, and interest earnings.

Who oversees and manages COLOTRUST?

The COLOTRUST Board of Trustees, who are active members of the pool elected by the Participants, oversees the management of COLOTRUST. The Board retains the services of Public Trust Advisors, LLC (Public Trust) located in Denver. Public Trust serves as the investment advisor and provides administrative and marketing services for COLOTRUST.

How can you participate in COLOTRUST?

Enrolling in COLOTRUST is simple. After reading the Indenture of Trust and Information Statement (available at www.colotruster.com), follow these steps:

- 1 Adopt an authorizing resolution. COLOTRUST can provide you with a basic model resolution form or you can create your own.
- 2 Submit the resolution together with the Trust Registration to COLOTRUST Client Services.
- 3 After we review and approve the above documents, you will receive confirmation that you have been accepted as a COLOTRUST Participant.

COLOTRUST FEATURES

As a COLOTRUST Participant, you have access to many convenient features:

- Same-day availability of funds (11:00 a.m. MT cut-off)
- Deposits by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed since 1985
- Competitive daily yields
- Unlimited subaccounts
- No minimum balance requirements
- No transaction fees*
- Audited annually by an independent auditing firm**
- Direct deposit of state and Federal payments
- Dedicated client service representatives available via phone, fax, or email on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from COLOTRUST for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of COLOTRUST?

Safety

The primary investment objective of COLOTRUST is the safety of public funds. Our conservative investment policies and emphasis on safety have helped us earn S&P Global Ratings' highest money market rating, 'AAAm.' To meet your own investment objectives, you can choose between two different portfolios. COLOTRUST PRIME can invest in U.S. Treasury securities, Federal instrumentality securities, agency securities, repurchase agreements, and tri-party repurchase agreements. COLOTRUST PLUS+ can invest in all of the above as well as collateralized bank deposits, commercial paper that, at the time of purchase, is rated in its highest rating category by one or more nationally recognized organizations that regularly rate such obligations, and corporate bonds. No matter which fund you choose, all COLOTRUST portfolios include only securities authorized for use by Colorado local governments under Colorado Revised Statutes. The custodian for all COLOTRUST cash and securities is UMB Bank, N.A.

Liquidity

COLOTRUST provides daily liquidity to Participants of the program. Portfolio maturity and duration parameters are established to provide for the liquidity needs of the Participants.

Flexibility

You may establish multiple COLOTRUST accounts to track and parallel your own internal fund accounting structures. You will have access to comprehensive monthly statements online that show your transaction activity, interest postings, and rate summaries. These statements

have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

COLOTRUST Participants can benefit from the professional investment expertise provided by Public Trust. Participants in COLOTRUST can take advantage of economies of scale relative to purchasing power, transaction, and clearance costs as well as custody arrangements. Overall portfolio performance is enhanced by the different cash flow cycles of the various Participants.

Convenience

To make cash management simple and efficient, COLOTRUST includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the COLOTRUST Online Transaction Portal at www.colotrust.com and may be entered at any time - up to 365 days in advance.

Our dedicated Client Service team is available to assist with your unique investment needs and can be reached by email at clientservices@colotrust.com, by phone at (877) 311-0219, by fax at (877) 311-0220, or via the COLOTRUST Online Transaction Portal at www.colotrust.com.

Legality

COLOTRUST invests only in investments legally permitted under Colorado State Law.

Have Questions? Contact us or visit www.colotrust.com for more information.

Casey Gunning



Senior Director, Investment Services
casey.gunning@colotrust.com
(720) 217-9599

Dylana Gross



Director, Investment Services
dylana.gross@colotrust.com
(970) 250-6158

Brett Parsons



Director, Investment Services
brett.parsons@colotrust.com
(936) 526-9249

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. **Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.** A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.

WHAT IS COLOTRUST?

COLOTRUST PRIME and COLOTRUST PLUS+ are local government investment pools (LGIP) that allow local governments to pool funds together collectively while earning interest on their investments.

WHO CAN PARTICIPATE?



Participation is available to any local government under Colorado state statute.

PERMISSIBLE INVESTMENTS

Investments are made in accordance with Colorado state statutes and the COLOTRUST Investment Policies.

Permissible Investments	PLUS+	PRIME
U.S. Treasury Securities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Repurchase Agreements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank Deposits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
U.S. Government Agencies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certificates of Deposit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Highly Rated Commercial Paper	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

COLOTRUST FEATURES

SAFETY

'AAAAm' rated by S&P Global Ratings

Investments are made in accordance with Colorado State Statute

Overseen by a Participant-elected Board of Trustees

LIQUIDITY

Same-day availability of funds

No minimum balance requirements or transaction fees

YIELD

Competitive daily yields

Interest compounds and pays daily

Professionally managed since 1985

CONVENIENCE

Deposits by wire or ACH

Online access for transactions and account statements

Unlimited subaccounts

GET STARTED TODAY

Enrolling in COLOTRUST is simple.

Go to colotruster.com/join for a step-by-step guide on how to become a Participant.

A Few Questions to Ask Yourself When Evaluating an LGIP

- 1 Check the rating of the fund; is it rated 'AAAAm'?
- 2 Does the LGIP provide daily liquidity?
- 3 How often does interest compound?
- 4 Are there minimum balance requirements?
- 5 How does the rate compare to other daily liquid investment options?
- 6 Are transaction fees incurred?



You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from COLOTRUST for such transactions. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

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CONTACT US

Our team of dedicated professionals are committed to assisting Colorado local governments with their cash investment needs.



Casey Gunning
Senior Director,
Investment Services
casey.gunning@colotrusted.com
(720) 217-9599



Dylana Gross
Director, Investment Services
dylana.gross@colotrusted.com
(970) 250-6158



Brett Parsons
Director, Investment Services
brett.parsons@colotrusted.com
(936) 526-9249



www.colotrusted.com



info@colotrusted.com



717 17th Street, Suite 1850
Denver, CO 80202

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