

SUMMIT FIRE & EMS FIRE PROTECTION DISTRICT INCLUSION PROCESS

The Summit Fire & EMS Fire Protection District ("**Summit Fire & EMS**") provides fire suppression, fire prevention and public education, emergency medical, ambulance, emergency rescue, and hazardous materials services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction.

If your property currently is not within the jurisdiction of Summit Fire & EMS, but you would like it to be, you may "petition", or apply, to Summit Fire & EMS for inclusion of your property into Summit Fire & EMS's boundaries. The process for seeking inclusion of your property into Summit Fire & EMS's boundaries is below. Please note that if your property currently is within the jurisdiction of another fire protection district at the time you petition for inclusion of the property into Summit Fire & EMS's boundaries, you must also file a petition for **exclusion** of the property from the jurisdiction of the other fire protection district at the same time. You will need to contact the other fire protection district directly for instructions on its property exclusion procedures.

Process for Including Property Into Summit Fire & EMS's Boundaries

Complete one of the attached Petitions for Inclusion of Property ("**Inclusion Petition**"), including attaching a complete and accurate copy of the property's legal description to the Inclusion Petition. Attaching a complete copy of the property's deed to the Inclusion Petition is recommended. Please check to confirm you have used the appropriate Inclusion Petition form for your property:

) **FORM A** – Use this form if your property **is not** within the boundaries of another fire protection district at the time you petition for inclusion of the property into Summit Fire & EMS's boundaries.

) **FORM B** – Use this form if your property **is** within the boundaries of another fire protection district at the time you petition for inclusion of the property into Summit Fire & EMS's boundaries.

Ensure that the Inclusion Petition is signed by **all** owners of the property (*i.e.*, by all owners as shown on the property's deed) **and** that each signature is notarized. If there are more than two property owners, please duplicate the signature page as needed.

Submit the completed Inclusion Petition to:

By UPS/Fed-Ex
Summit Fire & EMS
0035 County Shops Road
Frisco, CO 80443

or

By U.S. Mail
Summit Fire & EMS
P.O. Box 4910
Frisco, CO 80443

Once you have submitted the Inclusion Petition to Summit Fire & EMS, the Board of Directors ("**Board**") will hold a public hearing on the Inclusion Petition at a public meeting, and will publish advance notice of the public hearing in the local newspaper. The Petition for Inclusion cannot be withdrawn without the consent of Summit Fire & EMS once the notice is published in the newspaper. If you would like to, you may attend the public hearing to support the Inclusion Petition or to hear the Board's discussion and decision on the Inclusion Petition.

If, after conducting the public hearing, the Board grants the Inclusion Petition, Summit Fire & EMS will then ask the Summit County District Court to approve the property's inclusion into Summit Fire & EMS's boundaries. Summit Fire & EMS will record the Court Order including the property with the Summit County Clerk and Recorder, and the property will be officially included into Summit Fire & EMS on the day the Court Order is recorded. Should you have any questions, please do not hesitate to contact Summit Fire & EMS Finance Manager Mary Hartley at 970-262-5100.

Please note that this document provides only general information, not legal advice, and it is important that you seek the advice of an attorney to understand your specific rights in connection with the inclusion process.

FORM A

**PETITION TO THE SUMMIT FIRE & EMS FIRE PROTECTION DISTRICT
FOR INCLUSION OF PROPERTY**

WHEREAS, the undersigned Petitioner(s), referred to collectively herein as the "Petitioner", is/are the 100% fee owner(s) of certain real property, the legal description of which is attached hereto as Exhibit A ("Property");

WHEREAS, the Property is not currently within the jurisdiction of another fire protection district;

WHEREAS, the Petitioner believes that, given the location and nature of the Property, and the response time, equipment, staff, and quality of fire and emergency services that would be provided to the Property by the Summit Fire & EMS Fire Protection District ("Summit Fire & EMS"), Summit Fire & EMS would be best suited to the needs of the persons owning and occupying the Property to provide fire and emergency services to the Property; and

WHEREAS, Petitioner therefore desires to include the Property into Summit Fire & EMS's jurisdiction, stating:

1. The Petitioner assents to and requests the inclusion of the Property into Summit Fire & EMS's jurisdiction;
2. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-401(1)(c)(I), the Summit Fire & EMS Board of Directors ("Board") may grant or deny this Petition in whole or in part, and with any conditions it deems necessary and appropriate;
3. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-402, upon inclusion into Summit Fire & EMS's jurisdiction, the Property shall be subject to all of the taxes and charges imposed by Summit Fire & EMS and shall be liable for its proportionate share of existing bonded indebtedness of Summit Fire & EMS; but the Property shall not be liable for any taxes or charges levied or assessed prior to its inclusion into Summit Fire & EMS; nor shall inclusion of the Property be made subject to or contingent upon the payment or assumption of any tax, rate, fee, toll, or charge, other than the taxes, rates, fees, tolls, and charges which are uniformly made, assessed, or levied for all of Summit Fire & EMS, without the prior consent of the Petitioner. The Property shall also be liable for its proportionate share of annual operation and maintenance charges and the cost of facilities of Summit Fire & EMS and taxes, rates, fees, tolls, or charges shall be certified and levied or assessed therefore; and
4. The Petitioner understands and agrees it cannot withdraw this Petition without the consent of the Summit Fire & EMS Board after Summit Fire & EMS has published notice of a public hearing on the Petition.

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FORM B

**PETITION TO THE SUMMIT FIRE & EMS FIRE PROTECTION DISTRICT
FOR INCLUSION OF PROPERTY**

WHEREAS, the undersigned Petitioner(s), referred to collectively herein as the "Petitioner", is/are the 100% fee owner(s) of certain real property, the legal description of which is attached hereto as Exhibit A ("Property");

WHEREAS, the Property currently is within, and receives fire and emergency services from, the _____ Fire Protection District ("Current Fire District");

WHEREAS, the Petitioner believes that, given the location and nature of the Property, and the response time, equipment, staff, and quality of fire and emergency services that would be provided to the Property by the Summit Fire & EMS Fire Protection District ("Summit Fire & EMS"), Summit Fire & EMS would be best suited to the needs of the persons owning and occupying the Property to provide fire and emergency services to the Property; and

WHEREAS, Petitioner has petitioned the Board of Directors of the Current Fire District to exclude the Property from the Current Fire District's jurisdiction, and desires to include the Property into Summit Fire & EMS's jurisdiction immediately upon its exclusion from the Current Fire District, stating:

1. The Petitioner assents to and requests the inclusion of the Property into Summit Fire & EMS's jurisdiction;
2. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-401(1)(c)(I), the Summit Fire & EMS Board of Directors ("Board") may grant or deny this Petition in whole or in part, and with any conditions it deems necessary and appropriate;
3. The Petitioner understands and agrees that, pursuant to C.R.S. § 32-1-402, upon inclusion into Summit Fire & EMS's jurisdiction, the Property shall be subject to all of the taxes and charges imposed by Summit Fire & EMS and shall be liable for its proportionate share of existing bonded indebtedness of Summit Fire & EMS; but the Property shall not be liable for any taxes or charges levied or assessed prior to its inclusion into Summit Fire & EMS; nor shall inclusion of the Property be made subject to or contingent upon the payment or assumption of any tax, rate, fee, toll, or charge, other than the taxes, rates, fees, tolls, and charges which are uniformly made, assessed, or levied for all of Summit Fire & EMS, without the prior consent of the Petitioner. The Property shall also be liable for its proportionate share of annual operation and maintenance charges and the cost of facilities of Summit Fire & EMS and taxes, rates, fees, tolls, or charges shall be certified and levied or assessed therefore; and
4. The Petitioner understands and agrees it cannot withdraw this Petition without the consent of the Summit Fire & EMS Board after Summit Fire & EMS has published notice of a public hearing on the Petition.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

