



## Legislation Details (With Text)

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**Type:** Resolution      **Status:** Mayor's Office

**File created:** 10/14/2020      **In control:** City Council

**On agenda:** 10/27/2020      **Final action:** 10/27/2020

**Title:** A resolution adopting final form of the Agreement and Joint Plan for the Exclusion of Certain Property from the Falcon Fire Protection District

**Presenter:**  
Frederick Stein, Public Safety Attorney

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Falcon\_Fire\_Exclusion\_City\_Resolution-FINAL, 2. Falcon\_Fire\_AgreementJoint Plan for Exclusion-CLEAN-DRAFT-10-20-20, 3. Shilo\_Mesa\_Annex-GIS-ExA, 4. Quail Brush Creek Map Exhibit A-2, 5. Shiloh Mesa Exclusion Properties-Updated4-9-20

| Date       | Ver. | Action By                 | Action   | Result |
|------------|------|---------------------------|----------|--------|
| 10/27/2020 | 1    | City Council              | adopted  | Pass   |
| 10/26/2020 | 1    | City Council Work Session | referred |        |

A resolution adopting final form of the Agreement and Joint Plan for the Exclusion of Certain Property from the Falcon Fire Protection District

**Presenter:**  
Frederick Stein, Public Safety Attorney

**Summary:**

The resolution authorizes the Mayor to execute the Agreement and Joint Plan between the City and the Falcon Fire Protection District ("District") to implement a planned court Petition by the City for exclusion of District property which has been annexed into the City. The exclusion of the property will be effective on January 1, 2021.

**Background:**

The City authorized the annexation of property from within the boundaries of the portions of the District. The property seeking exclusion from the District is known as the Shiloh Mesa subdivision and the Quail Brush Creek subdivision ("Property"). The owners of the property are subject to annexation agreements that contain provisions related to fire protection, which state:

"The Owners acknowledge that the Property is located within the boundaries of the Falcon Fire Protection District (the "Fire District") and is subject to the property taxes payable to the Fire District for its services. The Owners further acknowledge that, after annexation of the Property to the City, the Property will continue to remain within the boundaries of the Fire District until such time as the Property is excluded from the boundaries of the Fire District. After annexation of the Property to the

City, fire protection services will be provided by the City through its Fire Department and by the Fire District unless and until the Property is excluded from the Fire District. After annexation, the Property will be assessed property taxes payable to both the City and the Fire District until such time as the Property is excluded from the boundaries of the Fire District.

The Owners understand and acknowledge that the Property may be excluded from the boundaries of the Fire District under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. Upon request by the City, the person who owns the Property at the time of the City's request agrees to apply to the Fire District for exclusion of the Property from the Fire District."

The District contacted the City and requested the City enter into an Agreement and Joint Plan as required under Colorado Revised Statute § 32-1-502(1) in order to facilitate an orderly transition of the fire protection and emergency first response services which are currently provided by both the City and District. The District and City negotiated the attached Agreement and Joint Plan which complies with Colorado law on property exclusions from special districts.

Once the exclusion Petition is granted by the court, the property will not be subject to any property tax levied by the District. The City will be solely responsible for the fire protection and emergency first response services. Both the District and the City have existing mutual aid agreements in place and nothing in the Agreement and Joint Plan will impair or negate the validity or effectiveness of these current mutual aid agreements.

**Previous Council Action:**

N/A

**Financial Implications:**

There will be some de minimis costs for court filing fees, publication fees, and document recording costs that the City will incur as part of the court petition process. There are no additional fire protection financial costs for the City as the City already provides fire protection and emergency first response services to the property.

**City Council Appointed Board/Commission/Committee Recommendation:**

N/A

**Stakeholder Process:**

The City has negotiated the attached Agreement and Joint plan with the District. Both the City and the District have received numerous comments from residents concerning the exclusion of the property which receives fire services from both the City and District.

**Alternatives:**

The Council could choose not to adopt the resolution authorizing execution of the Agreement and Joint Plan for the exclusion of property from the District.

**Proposed Motion:**

Approve resolution authorizing execution of the Agreement and Joint Plan for the exclusion of property from the District.

N/A