



# Aspen Fire Protection District Board of Directors Regular Monthly Meeting

MEETING DATE: March 9, 2021  
MEETING TIME: 5:00pm

LOCATION: 420 E Hopkins

**Due to COVID-19, this meeting will be held virtually through Zoom. To join, please go to:**<https://us02web.zoom.us/j/81866250163?pwd=eVEvSkRrdDZNYW9BZ0dwY0dUSkphdz09> **Meeting ID: 818 6625 0163 Passcode: 365443. Please contact Nikki Lapin, District Administrator at [nikki.lapin@aspensfire.com](mailto:nikki.lapin@aspensfire.com) if you need additional information.**

## AGENDA

- I. Meeting called to order
- II. Roll Call
- III. Approval of Minutes
  - a) Motion to approve minutes from Regular Meeting February 9, 2021.
- IV. Public Comment
- V. AVFD Inc. – Ryan Warren, President
- VI. North 40 Housing Project Update – Paul Broome
  - a) Project Budget Update
  - b) FCI Contract
  - c) Permit Status Update
  - d) RFP Owner’s Representative
  - e) Occupancy Covenant Agreement
  - f) Surety Performance Bond
- VII. Financials
  - a) FPPA 4<sup>th</sup> Quarter 2020 Report
- VIII. Board Member Comments & Action Items
  - a) Chief Contract
- IX. Fire Marshal Report
- X. Training Report
- XI. CEO/Fire Chief & Good of District
  - a) Personnel Update
  - b) Strategic Plan
- XII. Old Business

a) North 40 Umbrella Roofing Update/Proposal

**XIII. New Business**

a) Letter of Intent to participate in Pitkin County Multi-Jurisdictional Hazard Mitigation Plan

# Aspen Fire Protection District

420 E Hopkins Avenue • Aspen, CO 81611 • 970-925-5532 • www.aspenfire.com



## Board of Directors Regular Meeting February 9, 2021

The Board of Directors of the Aspen Fire Protection District met for their regular meeting. The meeting was available virtually via Zoom.

**Meeting called to order by John at 5:10pm**

### **Roll Call:**

- Board of Directors Present: John Ward, Denis Murray, Dave (Wabs) Walbert, Michael Buglione, Stephen Wertheimer
- Board of Directors Absent: None
- Staff/Volunteers Present: Rick Balentine, Nikki Lapin, Jan Schubert, Jan Legersky, Ryan Warren, Mike Haman
- Public/Others: Karl Hanlon, Paul Broome, Carolyn Sackariaison

### **Approval of Minutes:**

**MOTION: Motion by Wabs to approve minutes from Regular Meeting held on January 12, 2021. Steve second. All approved.**

**Public Comment:** None

### **North 40 Housing Project Update: Paul Broome**

- Schedule of Values from FCI for GMP Contract: The current budget as of end of month is \$17,013,781. Once comments are back from the building department, we will do a CD document set that will bring things up to speed and do a change order at that time. Paul expects the budget to hover around this number.
- FCI Contract Update: Plan to mobilize February 15th. Karl Hanlon's team has reviewed the general content. Paul and Rick will get their reviews done and it will be resent to Karl Hanlon.
- Permit Status Update: Assuming all requirements have been met the permit could be received by the end of the week. They will work to get trailer onsite and get sound fencing up around perimeter.
- McBride Property Usage: Staff is still waiting for an answer if this property can be used. Rick did meet with North 40 HOA. There was an overall agreement of support of using the property for staging. FCI is carrying funds in case this is not available.
- Paul Broome's Status: Paul announced that he is leaving due to housing situation and family travel, but he will be available to help get a new person on board and available to help with anything that can be done remote. John brought up having someone else to help with day-to-day as Rick will need to be focused on fire department. There was discussion of what is needed and how much oversight is needed per week. No decision was made. It was suggested looking at the last bids and Paul offered to put some feelers out there.

**AVFD Inc - Ryan Warren, President:**

- AVFD Inc. and Aspen Fire Protection District: Ryan reviewed the separation again of AVFD Inc. and Aspen Fire Protection District. AVFD Inc. is its own corporation and has its own board.
- AVFD Inc. Membership Meeting: AVFD Inc. held a membership meeting prior to the monthly District Operation meeting. Discussion of the expansion and making it a more robust organization.
- Junior Firefighter Program: It is AVFD Inc.'s desire to put together a Junior Firefighter program. Charlie Curtis will be heading this up and will roll it out slowly. There may be a summer camp. AVFD Inc. is looking to partner with some other agencies in the valley. This will require a close agreement with the district to utilize district apparatus and district staff.
- AVFD Inc. discussed and voted to increase community outreach.
- Scholarships: Ryan spoke to the scholarships. The board is looking to enhance the program with one or more additional scholarships.
- AVFD Inc. will be creating a website.
- It is the AVFD Inc. board's desire is to become the voice of the firefighters. The Chief has agreed to have a monthly meeting with Ryan each month to discuss concerns from firefighters.

### **Financials:**

- Starwood Rent: Rent will be run through the district and the district will pay Starwood directly on a quarterly basis.
- FPPA Actuarial: Staff reached out to FPPA after discussion at last meeting in regards to putting more money in. For additional \$1300 they can do up to three more comparisons. At one point it was discussed to increase FPPA to reflect cost of living. The last increase was in 2015. There was discussion of decreasing the amount of unfunded.

**MOTION: Motion by John to do actuarial study on \$650, \$700 and \$750. Denis second. Wabs recused himself due to being recipient. All approved.**

### **Board Comments & Action Items:**

- Michael: Michael brought up hiring process for Deputy Chief. Question was asked if this is an immediate need or is there another position needed. Rick gave an overview. There have been 12 applications received, both internal and external. Michael and Wabs will be participating in the oral board. There is a robust process put in place similar to Captain hiring. Rick discussed the replacement of Grant's position. It was decided by the Officer's to move forward.
- Steve: Great job getting the North 40 project to this point. Steve would like to see continued consideration and importance of a Wildfire position.
- Wabs: Wabs would like to see additional funds put into FPPA and not wait for the audit. There was further discussion of how much should be put into FPPA budget in 2021. There is an audit for end of year budget for 2020 with expectation there will be excess funds that can be allocated. After much discussion, it was decided to wait and add funds in until after the audit.
- Denis: Discussion of Chief's contract. Karl will write the task list and give it to Rick for signature.
- John: There is a suggestion of this meeting being put on Grass Roots TV. John mentioned it is great to see two volunteers running for City Council.

### **Fire Marshal Report:**

- Aspen will be hosting World Snowboard Championship.

### **Training Report:**

- Captains will be taking on the training, both Career and Volunteer. They will be co-Captains on training.
- Jeff Edelson stepped down as Training Captain and will be moving to volunteer firefighter.
- Recent SCBA training had 16 members participate. There is plenty of training coming up.

- Aspen Fire will be proving EMT's to help with vaccinations on Friday to distribute 1,380 vaccines.

**CEO/Fire Chief & Good of District**

- Personnel Update: The position, previously held by Grant Jahnke, has been filled by Dan Palmer. Thank you to Jan Legersky for accepting Interim Fire Marshal position. We will be hiring a Deputy Fire Marshal position in the near future. The Fire Marshal position will need to be posted as well. Parker is currently on contract if he is needed.
- Deputy Chief Position: There are a variety of people helping with this selection process. The goal is to make a selection by February 26th.
- Volunteer Recruits: There are 25 applications received for new volunteer recruit class. The SAFER Grant will help pay for 8 new firefighters via FEMA. There was an informational meeting last Thursday with 16 participants. Interviews will be held February 16th, 17<sup>th</sup> and 18<sup>th</sup>.
- Strategic Planning: This will be held April 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup>. The Board will meet with them on April 8<sup>th</sup> 5pm- 7pm. The citizen outreach was completed.

**Old Business:**           None

**New Business:**       None

**MOTION:     Motion by Michael to adjourn at 6:52pm. Wabs second. All approved.**

**AFPD - North 40 Housing - "Fire Place"  
Monthly Budget Update - March 9, 2021**

Description Scope of Work	Current Budget	Spent To Date 2/03/21	Balance To Complete	Clarifications & Remarks
<b>Soft Cost Budget</b>				
<b>Architect Selection process</b>		-	-	
Harry Teague	5,000.00	5,000.00	-	Conceptual drawings
Stryker/Brown	5,050.50	5,050.50	-	Conceptual drawings
		-	-	
<b>Consultants</b>		-	-	
BendonAdams - Land Consultant	20,000.00	18,810.48	1,189.52	
		-	-	
Broome Construction Management Inc. - Owners Rep.	190,000.00	86,716.74	103,283.26	
Stryker/Brown - Architects	861,763.14	730,791.54	130,971.60	654,679.14
KL&A Structural Engineer		-	-	78,000.00
BG Works - MEP		-	-	121,800.00
Confluence Architecture		-	-	7,284.00
Fee adjustment based on GMP cost of construction @ 4.4%	42,311.41	-	42,311.41	42,311.41
		-	-	
SGM	90,000.00	85,626.00	4,374.00	Allowance
Civil Design		-	-	Cost included above
Traffic Study		-	-	Cost included above
Surveying		-	-	Prior to construction
Final Plat	5,000.00	-	5,000.00	Allowance
		-	-	
Land Design 39 - WELS permit	5,500.00	4,490.00	1,010.00	Need to update drawings
Hines Irrigation - WELS permit	2,650.00	2,650.00	-	Complete
		-	-	
Kubed - Fire sprinkler design	1,750.00	1,750.00	-	Complete
		-	-	
<b>Special Inspections</b>		-	-	
Kumar - Geo-Engineers	29,500.00	3,500.00	26,000.00	Allowance
Soils report		-	-	Budget included above
Soils testing		498.50	(498.50)	Budget included above
Materials testing		-	-	Budget included above
Special inspections		-	-	Budget included above
		-	-	
<b>Miscellaneous fees</b>		-	-	
Aspen Reprographics	3,500.00	1,145.84	2,354.16	Allowance
Aspen Times	1,500.00	414.94	1,085.06	Allowance
Stewart Title	300.00	300.00	-	Complete
Pitkin County	2,654.00	2,654.00	-	Complete
City of Aspen development review	37,604.20	37,604.20	-	Complete

**AFPD - North 40 Housing - "Fire Place"**  
**Monthly Budget Update - March 9, 2021**

Description Scope of Work	Current Budget	Spent To Date 2/03/21	Balance To Complete	Clarifications & Remarks
		-	-	
<b>Utilities</b>		-	-	
Water tap fees	330,021.60	330,021.60	-	Complete
Sewer tap fees	145,621.59	145,621.59	-	Complete
Holy Cross deposit	30,500.00	30,500.00	-	Complete
Holy Cross, return deposit	(28,500.00)	(28,500.00)	-	Complete
Holy Cross construction cost	28,500.00	28,500.00	-	Complete
Phone	5,000.00	-	5,000.00	Allowance
CTV	5,000.00	-	5,000.00	Allowance
Black hills - gas line re-location	1,000.00	1,000.00	-	Complete
		-	-	
<b>Permit Fees</b>		-	-	
Building permit & plan check fees	285,958.54	121,510.00	164,448.54	Based on 2.7% of direct cost - permit intake fee
Permit intake fee	60,750.00	60,750.00	-	Complete
Access permit	675.75	675.75	-	Complete
Use tax		-	-	NIC
Road impact fees	60,530.13	-	60,530.13	Based on Bendon calcs 1/6/21 w/25% discount
		-	-	
<b>FF &amp; E</b>	5,000.00	-	5,000.00	Allowance
Bike racks		-	-	
Benches		-	-	
		-	-	
<b>Insurances</b>		-	-	
Builders Risk		-	-	In construction budget
Performance & payment Bond		-	-	In construction budget
General Liability insurance		-	-	In construction budget
		-	-	
<b>Legal Fees</b>		-	-	
Karp.Neu.Hanlon	20,000.00	7,940.00	12,060.00	Allowance
		-	-	
<b>Staging Area</b>		-	-	
Lease & insurance	20,000.00	-	20,000.00	Allowance
		-	-	
<b>AFPD Contingencies</b>	500,000.00	-	500,000.00	Allowance
Waterproofing special inspections		-	-	Allowance - If selected
		-	-	
<b>Work completed by AFPD</b>		-	-	
Re-locate water line	65,931.80	65,931.80	-	Complete
Re-locate gas line	16,931.01	16,931.01	-	Complete
Lower electric vault	8,915.25	8,915.25	-	Complete
		-	-	

**AFPD - North 40 Housing - "Fire Place"**  
**Monthly Budget Update - March 9, 2021**

Description Scope of Work	Current Budget	Spent To Date 2/03/21	Balance To Complete	Clarifications & Remarks
		-	-	
<b>Soft Cost Total</b>	<b>2,865,918.92</b>	<b>1,776,799.74</b>	<b>1,089,119.18</b>	
<b>FCI Construction Budget</b>				
<b>FCI's GMP contract budget</b>	<b>14,208,443.00</b>	<b>-</b>	<b>14,208,443.00</b>	Executed contract value
		-	-	
		-	-	
<b>Construction Cost Total</b>	<b>14,208,443.00</b>	<b>-</b>	<b>14,208,443.00</b>	
<b>Grand Total</b>	<b>17,074,361.92</b>	<b>1,776,799.74</b>	<b>15,297,562.18</b>	

Grand total 2/9/21	17,013,781.00
Delta Equals	60,580.92
Add laminate glazing for windows	2,500.00
Add stair canopy framing and panels	63,297.00



**Aspen Fire Protection District  
420 East Hopkins  
Aspen, Co. 81611**

## **North Forty Housing Project Aspen, Co.**

**“The Fire Place” **DRAFT****

### **Request for Proposals**



**Issue Date: March 10<sup>th</sup>, 2021**

**Submission Deadline: 5:00 PM MST –March 19th to the:  
Aspen Fire Protection District 420 East Hopkins Ave Aspen. Co. 81611**

**Requested To: Rick Balentine, AFD Fire Chief**

**Aspen Fire Protection District  
North Forty Housing “Fire Place”  
Request for Proposals**

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3. Enquiries
4. Selection Criteria
5. Submission Requirements
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7. Documents

**Aspen Fire Protection District  
North Forty Housing “Fire Place”  
Request for Proposals**

**1. Overview of the Proposal**

- 1.1 The main objective of this RFP is to select an Owners Representative based on their responses to this RFP and the interview process with the Aspen Fire District Board.
- 1.2 This RFP is intended for the Owners Representative to oversee the Design Team and Construction Team during the construction of the North Forty Housing project.
- 1.3 The Aspen Fire Protection District (AFPD) is the Owner of this project. The project is located directly east of the existing Aspen Fire Station within the North Forty Subdivision. The address is 62 Sage Way Aspen, Co. 81611
- 1.4 The project consists of the following:
  - 1.4.1 Four two story wood framed structures built on top of an 18,244 SF underground parking structure.

**2. Request for Proposals Definitions**

2.1 After review of the RFP’s submitted, a Zoom meeting will be scheduled March 23<sup>rd</sup> between the interviewing Owners Representative, Fire Chief and member(s) of the Aspen Fire Protection District Board of Directors. Times and link for these interviews will be sent to applicants for the Owners Representative position via. email.

**3. Enquiries**

3.1 All enquiries related to this RFP are to be directed, in writing via email to Paul Broome [broomebcmi@gmail.com](mailto:broomebcmi@gmail.com) current Owners Rep for the Aspen Fire Protection District. Any other source is not official and should not be relied upon.

3.2 **Closing Date** One electronic copy of each RFP response must be **received before 5:00 PM March 19<sup>th</sup>**, via email to Paul Broome [broomebcmi@gmail.com](mailto:broomebcmi@gmail.com) clearly marked with the name and address of the respondent plus the project title. **“RFP for The Fire Place”**

**Aspen Fire Protection District  
North Forty Housing “Fire Place”  
Request for Proposals**

**4. Selection Criteria**

**4.1** The Aspen Fire Protection District reserves the right to reject any or all proposals or accept what is, in its judgement, the proposal which is in the Aspen Fire Protection District best interest. The AFPD further reserves the right, in the best interests of the AFPD, to wave any technical defects or irregularities in any and all proposals submitted.

**4.2** Pursuant to the Colorado Open Records Act, C.R.S. Section 24-72-200.1 (CORA), any and all of the documents submitted to the AFPD may be deemed public records subject to examination and inspection by third parties. The AFPD reserves the right, at its sole discretion, to release for inspection or copying any documents or writing submitted pursuant to this request.

**5. Submission Requirements**

**5.1** The following criteria must be included within your RFP submission:

- 5.1.1 Describe your fee structure for the duration of the project with projected total cost
- 5.1.2 List any and all billable items over and above your fee structure

**6. Services**

**6.1** The following services will be required for the selected Owners Representative:

- 6.1.1 Work with the Owner, Architects, and their Consultants to maintain budgetary and schedule goals for the project.
- 6.1.2 Attend weekly OAC meeting on site or virtual as needed
- 6.1.3 Review monthly pay applications from the Design Team and the Construction Team
- 6.1.4 Review any change order request and recommend action by the AFPD
- 6.1.5 Monitor all allowances and keep the AFPD updated
- 6.1.6 Attend monthly AFPD Board meetings and update the Board on budget, schedule and any issues that may arise
- 6.1.7 Perform on site inspections as needed to review means & methods and quality control in the best interest of the AFPD
- 6.1.8 Create a final punch list with the Design Team and follow-up that the items are completed to the AFPD satisfaction

**7. Documents**

**7.1** Documents are available for your use to help you understand the size and scope of work for this project. Contact Paul Broome [broomebcmi@gmail.com](mailto:broomebcmi@gmail.com) for a copy of these documents.

**OCCUPANCY COVENANT AGREEMENT  
FOR EMPLOYEE DWELLING UNITS  
APPROVED PURSUANT TO BOARD OF COUNTY COMMISSIONER'S OF PITKIN  
COUNTY RESOLUTION NO. 098-2020**

THIS COVENANT AGREEMENT is made and entered into this 17<sup>th</sup> day of February 2021, between the ASPEN FIRE PROTECTION DISTRICT hereinafter ("Grantor"), whose address is 420 E. Hopkins Ave., Aspen, Colorado 81611 and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PITKIN, COLORADO ("Grantee") whose address is 530 E. Main St., Suite 302, Aspen, Colorado 81611.

**WITNESSETH**

WHEREAS, Grantor owns certain real property more specifically described on **Exhibit A** hereto (hereinafter referred to as "Real Property"), upon which fifteen (15) Employee Dwelling Units will be constructed. For purposes of this Covenant Agreement, the Employee Dwelling Units, the Real Property, and all appurtenances, improvements and fixtures associated therewith shall hereinafter be referred to as the "Property"; and

WHEREAS, this Agreement imposes certain covenants upon the Property which restrict the use and occupancy of the Employee Dwelling Units to emergency response personnel as set forth and made a condition of approval in BOCC Resolution No. 098-2020.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Grantor hereby covenants and agrees as follows:

1. Grantor hereby covenants that the Employee Dwelling Units described above shall at all times remain a rental unit and shall not be condominiumized.

2. The use and occupancy of the Employee Dwelling Units shall henceforth be for housing AFPD personnel and their families or other emergency response personnel from similar local agencies (i.e. Aspen Police Department, Ambulance District) and their families. In the event that no qualified AFPD or similar agency applicants apply the progression may include teachers and/or other qualified workers of Pitkin County as approved by the Aspen Fire Protection District Board of Directors.

3. Confirmation of the qualifications of tenants shall be obtained from the Grantee prior to occupancy by any tenant.

4. This Covenant Agreement shall constitute covenants running with the Property as a burden thereon for the benefit of, and shall be specifically enforceable by, the Board of County Commissioners of the County of Pitkin, Colorado, and their respective successors or assigns, as

applicable, by any appropriate action including, but not limited to, injunction, abatement, or eviction of non-qualified tenants. Moreover, the Grantee and its successors, assigns and agents shall be permitted access to, and to enter upon, the Property at reasonable times upon at least forty-eight (48) hours advance notice to the Grantor or Grantor's representative, solely for the purpose of monitoring, inspection, and if necessary, remediation of any violation of this Restrictive Covenant in order to enforce and assure compliance with the terms and conditions of this Restrictive Covenant.

5. This Covenant Agreement may only be released by Grantee upon request from the Grantor and only if the Property is no longer be capable of occupancy as a "dwelling unit" as defined in the Pitkin County Land Use Code and must meet otherwise applicable code requirements. Any modification or removal of this Covenant Agreement shall comply with Paragraph 15 below.

### GENERAL PROVISIONS

6. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods (1) hand-delivery or (2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

To County: Pitkin County Manager  
530 Main Street, Suite 301  
Aspen, CO 81611  
[Jon.Peacock@pitkincounty.com](mailto:Jon.Peacock@pitkincounty.com)

With copy to: Pitkin County Attorney  
530 Main Street, Suite 301  
Aspen, CO 81611  
[attorney@pitkincounty.com](mailto:attorney@pitkincounty.com)

To Owner: Aspen Fire Protection District  
420 E. Hopkins Ave  
Aspen, Colorado 81611  
[rick.balentine@aspensfire.com](mailto:rick.balentine@aspensfire.com)

With copy to: Karl Hanlon  
Karp Neu Hanlon P.C.  
P.O. Drawer 2030  
Glenwood Springs, CO 81602  
[kjh@mountainlawfirm.com](mailto:kjh@mountainlawfirm.com)

7. **Exhibits.** Any exhibits attached hereto are incorporated herein and by this reference, made a part hereof.

8. **Severability.** Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

9. **Choice of Law.** This Agreement and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado.

10. **Successors.** Except as otherwise provided herein, the provisions and covenant contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11. **Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Agreement. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition, provided that such waiver is in writing.

12. **Gender and Number.** Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

13. **Further Actions.** The parties to this Agreement agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

14. **Modifications.** The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of Pitkin County, Colorado.

15. **Attorney Fees.** In the event of any litigation arising hereunder, the substantially prevailing parties shall be entitled to the award of the costs thereof, together with reasonable attorney fees.

[Signature Page Follows]

IN WITNESS HEREOF, the parties hereto have executed this instrument on this date and year above first written.

GRANTOR:

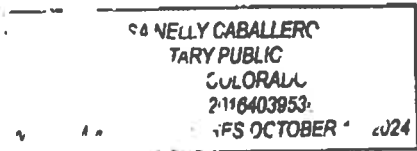
ASPEN FIRE PROTECTION DISTRICT

By:   
John Ward, Board President

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF PITKIN        )

The foregoing instrument was acknowledged before me this 8 day of FEB 2021 by John Ward, as President of the Board of Directors of the Aspen Fire Protection District. Witness my hand and official seal.

My commission expires: 10/17/2024



  
Notary Public



ACCEPTED by the Community Development Director this 17<sup>th</sup> day of February, 2021,  
pursuant to Pitkin County Board of County Commissioners Ordinance No. 032-2017:

Suzanne Wolff

Suzanne Wolff, Assistant Director  
Community Development Department

APPROVED AS TO FORM

Richard Y. Neiley

Richard Y. Neiley, Assistant County Attorney

**EXHIBIT A- LEGAL DESCRIPTION**

Lot 2, Block 2, North Forty Planned Unit Development Subdivision, according to the plat thereof recorded June 17, 1999 in Plat Book 50 at Page 18 as Reception No. 432251, and First Amendment to the Plat of the North Forty P.U.D. Subdivision FORTY P.U.D. SUBDIVISION recorded February 9, 2000 in Plat Book 52 at Page 47 as Reception No. 440303, County of Pitkin, State of Colorado.  
Parcel ID No. 2643-344-16-800

# CNA SURETY

## Performance Bond

Bond No. 30124723

**CONTRACTOR:**

(Name, legal status and address)

FCI Constructors, Inc.  
P.O. Box 1767  
Grand Junction, CO 81502

**SURETY:** Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

(Name, legal status and address)

Aspen Fire District  
420 E. Hopkins  
Aspen, CO 81611

**CONSTRUCTION CONTRACT**

Date: February 24, 2021

Amount: \$14,208,443.00 Fourteen Million Two Hundred Eight Thousand Four Hundred Forty Three Dollars and 00/100

**Description:**

(Name and location)

Aspen Fire Place - 62 Front Way, Aspen Airport Business Center - Aspen, CO 81611 LOT2, BLOCK 2, NORTH FORTY P.U.D. SUBDIVISION, PITKIN COUNTY, CO

**BOND**

Date: March 1, 2021

(Not earlier than Construction Contract Date)

Amount: \$14,208,443.00 Fourteen Million Two Hundred Eight Thousand Four Hundred Forty Three Dollars and 00/100

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

FCI Constructors, Inc.

Signature:

Name: Clayton T. Marshall  
and Title: CFO

(Any additional signatures appear on the last page of this Performance Bond.)



**SURETY**

Company:

Western Surety Company

Signature:

Name: Deborah L. Burton  
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

USI Holdings Corporation  
6501 S. Fiddlers Green Circle, Suite 100  
Greenwood Village, CO 80111  
800-873-8500

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Stryker Brown Architects, PC  
225 N. Mill Street, Suite 100  
Aspen, CO 81611

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

# CNA SURETY

## Payment Bond

Bond No. 30124723

**CONTRACTOR:**  
(Name, legal status and address)

FCI Constructors, Inc.  
P.O. Box 1767  
Grand Junction, CO 81502

**SURETY:** Western Surety Company  
(Name, legal status and principal place of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**  
(Name, legal status and address)

Aspen Fire District  
420 E. Hopkins  
Aspen, CO 81611

### CONSTRUCTION CONTRACT

Date: February 24, 2021

Amount: \$14,208,443.00 Fourteen Million Two Hundred Eight Thousand Four Hundred Forty Three Dollars and 00/100

Description:  
(Name and location)

Aspen Fire Place - 62 Front Way, Aspen Airport Business Center - Aspen, CO 81611 LOT2, BLOCK 2, NORTH FORTY P.U.D. SUBDIVISION, PITKIN COUNTY, CO

### BOND


Date: March 1, 2021  
(Not earlier than Construction Contract Date)

Amount: \$14,208,443.00 Fourteen Million Two Hundred Eight Thousand Four Hundred Forty Three Dollars and 00/100

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company:


FCI Constructors, Inc.

Signature:   
Name: Clayton T. Marshall  
and Title: CFJ  
(Any additional signatures appear on the last page of this Payment Bond.)



**SURETY**  
Company:

Western Surety Company

Signature:   
Name: Deborah L. Burton  
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

USI Holdings Corporation  
6501 S. Fiddlers Green Circle, Suite 100  
Greenwood Village, CO 80111  
800-873-8500

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Stryker Brown Architects, PC  
225 N. Mill Street, Suite 100  
Aspen, CO 81611

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Deborah L. Burton , Individually**

of Greenwood Village, CO its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: 30124723  
Principal: FCI Constructors, Inc.  
Obligee: Aspen Fire District

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**Aspen Fire Protection District**  
**Balance Sheet**  
 As of February 28, 2021

Feb 28, 21

**ASSETS**

**Current Assets**

**Checking/Savings**

**GENERAL FUND BANK ACCTS**

10100 · Alpine Bank--GF Checking	160,441.55
10401 · ColoTrust--GF General	509,810.75
10406 · ColoTrust--GF Emerg Reserve	201,852.37
10407 · ColoTrust--GF Operations Resrv	1,011,422.67
10409 · ColoTrust--GF FPPA	7,327.83
10545 · Grand Junction Fed Credit Union	83.40
10553 · Alpine Bank--HITF Barr	5,500.94

**Total GENERAL FUND BANK ACCTS** 1,896,439.51

**CAPITAL ACQ. FUND BANK ACCTS**

10700 · Alpine Bank--Cap Acq. Checking	8,419.59
10801 · ColoTrust--Cap Acq	14,666.69

**Total CAPITAL ACQ. FUND BANK ACCTS** 23,086.28

**DEBT SERVICE FUND BANK ACCTS**

11201 · ColoTrust--Debt Service	1,110,146.41
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**Total DEBT SERVICE FUND BANK ACCTS** 1,110,146.41

**HOUSING FUND BANK ACCOUNTS**

10890 · Alpine Bank--Housing Checking	195,288.04
10901 · ColoTrust--Housing	928,549.33
10905 · ColoTrust (UMB)-Construction	14,462,726.21
10906 · ColoTrust (UMB)--Cert Principal	9.75
10907 · ColoTrust (UMB)--Cert Interest	6.29

**Total HOUSING FUND BANK ACCOUNTS** 15,586,579.62

**Total Checking/Savings** 18,616,251.82

**Accounts Receivable**

**ACCOUNTS RECEIVABLE**

12235 · Receivable due - Pitkin County	18,866.94
12240 · Receivable due - CDPS / DFPC	123,907.42
12252 · Receivable due - AFD Staff	-1,348.70
12504 · Receivable due - Grants	80,000.00

**Total ACCOUNTS RECEIVABLE** 221,425.66

**Total Accounts Receivable** 221,425.66

# Aspen Fire Protection District Balance Sheet

As of February 28, 2021

Feb 28, 21

<b>Other Current Assets</b>	
<b>GENERAL FUND (Asset)</b>	
10450 · Property Tax Receivable	5,843,969.99
<b>Total GENERAL FUND (Asset)</b>	<u>5,843,969.99</u>
<b>BOND DEBT SERVICE FUND (Asset)</b>	
10750 · Property Tax Receivable	1,067,001.14
<b>Total BOND DEBT SERVICE FUND (Asset)</b>	<u>1,067,001.14</u>
10671 · Prepaid Expenses--General Fund	19,387.58
10672 · Apparatus Deposits--CA Fund	782,343.00
1499 · Undeposited Funds	86,700.65
<b>Total Other Current Assets</b>	<u>7,799,402.36</u>
<b>Total Current Assets</b>	<u>26,637,079.84</u>
<b>Fixed Assets</b>	
<b>GENERAL FIXED ASSET GROUP</b>	
10600 · Fire Trucks & Equip	4,429,722.00
10610 · Building Improvements	1,293,009.40
10615 · Buildings	13,398,373.00
10640 · Firefighting Equipment	375,665.98
10650 · Administrative	374,807.41
10660 · Construction in Progress	1,738,302.29
10665 · Land - North 40	1,700,000.00
10669 · Accumulated Depreciation	-7,676,469.82
<b>Total GENERAL FIXED ASSET GROUP</b>	<u>15,633,410.26</u>
<b>Total Fixed Assets</b>	<u>15,633,410.26</u>
<b>Other Assets</b>	
10593 · Deferred Refunding Cost	1,574,234.68
10594 · Deferred Refunding Costs-Accum.	-1,299,064.71
90103 · VPF-Def Oflow-Pens Inv Ret Diff	118,082.00
90105 · VPF-Def Oflow-Pens Contr After	382,000.00
90111 · SWDB-Def Oflow-Pens Exper Diff	70,656.34
90112 · SWDB-Def Oflow-Pens Chg Assum	39,642.24
90113 · SWDB-Def Oflow-Pens Inv Ret Dif	0.07
90115 · SWDB-Def Oflow-Pens Chg Propor	20,909.00
90116 · SWDB-Def Oflow-Pens Contr After	48,429.92
<b>Total Other Assets</b>	<u>954,889.54</u>
<b>TOTAL ASSETS</b>	<u><u>43,225,379.64</u></u>

# Aspen Fire Protection District Balance Sheet

As of February 28, 2021

Feb 28, 21

## LIABILITIES & EQUITY

### Liabilities

#### Current Liabilities

##### Accounts Payable

2002 · 20120 - Accts Payable--CA Fund 21,038.74

Total Accounts Payable 21,038.74

##### Other Current Liabilities

#### CURRENT LIABILITIES

20125 · State Unemployment Accrual 716.99

20135 · HSAs Accrual 1,033.34

20140 · Section 125 Accrual -8,288.77

20160 · 457(b) Accrual 55.52

20162 · Vol FFs Insurances Accrual -2,199.12

20165 · 401(a) Accrual 79.11

20310 · Federal Withholding Tax Accrual -100.00

20314 · Stationkeepers' Fund Accrual 4,999.01

21000 · Deferred Revenue--Prop. Tax 5,843,969.99

21010 · Deferred Revenue--Other 21,256.00

Total CURRENT LIABILITIES 5,861,522.07

23050 · Accrued Int. Payable--Bond Debt 43,121.27

Total Other Current Liabilities 5,904,643.34

Total Current Liabilities 5,925,682.08

#### Long Term Liabilities

##### BOND DEBT SERVICE FUND (Liab.)

22000 · Deferred Revenue--Prop.Tax 1,067,001.14

23000 · Bonds Payable 4,850,000.00

23010 · Current Portion - Bonds Payable 880,000.00

22900 · Bond Premium 1,100,512.25

22901 · Bond Premium- Accumulate Amort. -955,334.34

Total BOND DEBT SERVICE FUND (Liab.) 6,942,179.05

# Aspen Fire Protection District Balance Sheet

As of February 28, 2021

Feb 28, 21

<b>HOUSING DEBT SERVICE (Liab.)</b>		
22902 · COPs Payable		13,305,000.00
22903 · Current Portion - COPs Payable		550,000.00
22904 · COPs Premium		1,836,645.45
<b>Total HOUSING DEBT SERVICE (Liab.)</b>		<u>15,691,645.45</u>
90200 · VPF--Net Pension Liability		880,302.00
90202 · VPF--Def Iflow--Pens Chg Assum		180,279.00
90210 · SWDB--Net Pension Liability		-20,877.42
90211 · SWDB-Def Iflow-Pens Exp Diff		409.29
90213 · SWDB-Def Iflow-Pens Inv Ret Dif		32,820.00
90214 · SWDB-Def Iflow-Pens Act/Rep Dif		7,951.76
90215 · SWDB-Def Iflow-Pens Chg Propor		33,325.97
90220 · Compensated Absences / PTO		193,159.81
<b>Total Long Term Liabilities</b>		<u>23,941,194.91</u>
<b>Total Liabilities</b>		<u>29,866,876.99</u>
<b>Equity</b>		
<b>FUND BALANCES</b>		
30005 · LT Assets minus LT Debt		-7,903,918.70
30015 · Capital Acq. Fund Balance		655,027.00
30020 · Debt Svc Fund Balance		1,091,188.00
30025 · Housing Fund Balance		17,021,048.00
30300 · Net Pension Liab. & Deferrals		-860,120.00
30600 · Contingency Reserve (TABOR)		186,000.00
37500 · GF - Unrestricted Fund Balance		1,664,931.00
37501 · GF - Restricted Fund Balance		22,002.00
<b>Total FUND BALANCES</b>		<u>11,876,157.30</u>
3900 · Retained Earnings		2,576,633.32
Net Income		-1,094,287.97
<b>Total Equity</b>		<u>13,358,502.65</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<u><u>43,225,379.64</u></u>



**Aspen Fire Protection District**  
**Profit & Loss Budget Performance**  
February 2021

	<u>Feb 21</u>	<u>Jan - Feb 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>GENERAL (Income)</b>				
<b>31100 · General Property Tax</b>				
31102 · Allocation--to Cap Acq Fund	0.00	250,000.00	250,000.00	600,000.00
31103 · Allocation--to Housing Fund	0.00	0.00	0.00	1,100,000.00
31104 · Allocation--to GF General	241,780.94	-8,219.06	0.00	3,580,408.00
31105 · Allocation--to GF Emerg Reserve	0.00	0.00	0.00	50,000.00
31106 · Allocation--to GF Ops Reserve	0.00	0.00	0.00	200,000.00
31107 · Allocation--to GF FPPA Annual	0.00	0.00	0.00	250,000.00
31109 · Allocation--for Treasurer Fee	12,725.82	12,725.82	50,705.40	304,232.00
<b>Total 31100 · General Property Tax</b>	<u>254,506.76</u>	<u>254,506.76</u>	<u>300,705.40</u>	<u>6,084,640.00</u>
<b>31200 · Specific Ownership Taxes</b>	16,230.64	32,230.79	30,833.40	185,000.00
<b>36100 · Interest Earned--Prop. Taxes</b>	0.91	0.91	1,666.70	10,000.00
<b>36200 · Interest on Investments</b>	48.38	132.54	1,666.70	10,000.00
<b>37100 · Delinquent Taxes</b>	9.36	9.36	-666.70	-4,000.00
<b>38000 · North 40 Lease to County</b>	4,139.88	8,210.56	8,365.90	50,195.00
<b>38010 · County Share of Expenses @N40</b>	0.00	0.00	5,000.00	30,000.00
<b>38015 · Tenants' Share of Expenses@Stwd</b>	435.50	2,176.00	666.70	4,000.00
<b>38050 · WFAC (Wildfire Mapping) Project</b>	41,180.00	41,180.00	40,000.00	40,000.00
<b>38100 · Other Income (vs. Expense)</b>	708.00	1,416.00		
<b>38101 · Grants</b>	0.00	0.00	6,666.70	40,000.00
<b>38103 · CDPS DFPC--Cooperator Incident</b>	0.00	0.00	16,666.70	100,000.00
<b>38109 · Donations/Contrib (GF-Assigned)</b>	3,924.48	3,924.48		
<b>38110 · Sprinkler Permit Fees(PlansChk)</b>	0.00	0.00	5,833.40	35,000.00
<b>Total GENERAL (Income)</b>	<u>321,183.91</u>	<u>343,787.40</u>	<u>417,404.90</u>	<u>6,584,835.00</u>
<b>Total Income</b>	<u>321,183.91</u>	<u>343,787.40</u>	<u>417,404.90</u>	<u>6,584,835.00</u>
<b>Gross Profit</b>	<u>321,183.91</u>	<u>343,787.40</u>	<u>417,404.90</u>	<u>6,584,835.00</u>
<b>Expense</b>				
<b>PERSONNEL - District Staff</b>				
41110 · Wages - Career Duty FFs	54,934.25	112,780.90	135,513.40	813,080.00
41111 · Salaries & Wages-All Other Paid	42,478.50	93,075.70	140,944.00	845,664.00
41120 · Misc. Payroll Expenses	0.00	91.00	200.00	1,200.00
41125 · Employer SUI--Staff	408.39	716.99	851.90	5,111.00
41130 · Retirement Plan--401(a)	13,530.75	21,379.03	19,483.00	116,898.00
41132 · Pension Plan--FPPA SWDB	5,544.57	12,170.67	16,847.90	101,087.00
41135 · Employer Medicare--Staff	2,013.75	3,534.88	4,117.70	24,706.00
41140 · All Insurances & HSA Contrib.	14,340.28	35,846.04	43,577.70	261,466.00
41141 · Board Match--457(b) Plan	2,686.66	4,725.29	5,117.00	30,702.00
41142 · Fit/Wellness Allowance--Staff	0.00	0.00	3,466.70	20,800.00
41143 · Health Insur--Staff Dependents	3,120.24	6,942.39	9,764.90	58,589.00
41144 · Benefits Contingency - PTO Cash	43,216.55	43,216.55	4,047.40	24,284.00
<b>Total PERSONNEL - District Staff</b>	<u>182,273.94</u>	<u>334,479.44</u>	<u>383,931.60</u>	<u>2,303,587.00</u>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2021

	Feb 21	Jan - Feb 21	YTD Budget	Annual Budget
<b>ADMINISTRATION</b>				
41149 · County Treasurer Fee	12,725.82	12,725.82	50,714.50	304,287.00
41150 · Employer Medicare--AVFD+	0.00	0.00	416.70	2,500.00
41155 · Employer Social Security--AVFD+	390.36	794.10	2,500.00	15,000.00
41160 · Employer SUI--AVFD+	0.00	0.00	104.20	625.00
41146 · Employee Wellness Program	581.55	581.55	1,333.40	8,000.00
41200 · Other Expense (vs. Income)				
COVID-related reimbs--part 3	23,366.96	30,880.64		
<b>Total 41200 · Other Expense (vs. Income)</b>	<b>23,366.96</b>	<b>30,880.64</b>		
41209 · WFAC (Wildfire Mapping) Project	0.00	0.00	6,666.70	40,000.00
41210 · Contr Labor/ Special Projects	0.00	0.00	7,500.00	45,000.00
41211 · Supplies & Expenses	1,045.39	4,965.40	3,870.70	23,224.00
41212 · Telephone Expense	2,686.67	5,268.08	5,000.00	30,000.00
41214 · Info. Systems & Support	3,533.00	5,632.00	5,000.00	30,000.00
41500 · Audit & Budget	0.00	0.00	3,000.00	18,000.00
41510 · Insurance				
Gen Liability/Accident & Other	0.00	0.00	8,333.40	50,000.00
Workers' Comp	0.00	45,538.00	7,500.00	45,000.00
<b>Total 41510 · Insurance</b>	<b>0.00</b>	<b>45,538.00</b>	<b>15,833.40</b>	<b>95,000.00</b>
41520 · Legal	1,484.50	4,732.00	4,166.70	25,000.00
41770 · Equip Repair/Replace	0.00	0.00	833.40	5,000.00
41820 · Staff Vehicle Expense	200.00	262.35	2,833.40	17,000.00
41840 · Administrative	4,246.98	7,634.22	7,500.00	45,000.00
41920 · Capital Outlay - Computers +	0.00	0.00	4,166.70	25,000.00
<b>Total ADMINISTRATION</b>	<b>50,261.23</b>	<b>119,014.16</b>	<b>121,439.80</b>	<b>728,636.00</b>
<b>PERSONNEL - Volunteer Staff</b>				
41860 · Vol. Fit/Wellness Allowance	0.00	0.00	8,016.70	48,100.00
41861 · Volunteer Health Insur/HSA/HRA	21,382.39	34,549.47	51,527.00	309,162.00
41870 · Volunteer Health Screenings	0.00	0.00	833.40	5,000.00
41875 · LOSAP	0.00	0.00	33,000.00	33,000.00
41892 · ALL Volunteer Incentives	0.00	0.00	13,333.40	80,000.00
<b>Total PERSONNEL - Volunteer Staff</b>	<b>21,382.39</b>	<b>34,549.47</b>	<b>106,710.50</b>	<b>475,262.00</b>
<b>FIRE FIGHTING</b>				
42205 · Firefighters' Logistics/Support	696.35	951.17	4,166.70	25,000.00
42206 · Uniforms	0.00	4,348.92	5,000.00	30,000.00
42211 · Operational Supplies & Expenses	2,675.78	3,687.78	20,833.40	125,000.00
42212 · Rescue Supplies & Expenses	774.00	774.00	2,500.00	15,000.00
42213 · EMS Supplies & Expenses	343.54	818.52	2,500.00	15,000.00
42214 · Wildfire Supplies & Expenses	0.00	0.00	1,666.70	10,000.00
42215 · Wildfire Program (Seasonal FFs)	0.00	0.00	0.00	25,000.00
42300 · Fuel	506.60	763.39	2,500.00	15,000.00
42400 · Subscriptions & Dues	0.00	825.00	250.00	1,500.00
42402 · Honor Guard	0.00	0.00	1,250.00	7,500.00
<b>Total FIRE FIGHTING</b>	<b>4,996.27</b>	<b>12,168.78</b>	<b>40,666.80</b>	<b>269,000.00</b>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2021

	Feb 21	Jan - Feb 21	YTD Budget	Annual Budget
<b>TRAINING</b>				
44102 · EMS Training & Records	1,201.00	1,201.00	4,000.00	24,000.00
44103 · FF Training & Records	30.00	970.00	7,000.00	42,000.00
44211 · Supplies & Expenses	89.94	89.94	1,666.70	10,000.00
<b>Total TRAINING</b>	<b>1,320.94</b>	<b>2,260.94</b>	<b>12,666.70</b>	<b>76,000.00</b>
<b>FIRE PREVENTION</b>				
43200 · Training	1,107.58	1,107.58	833.40	5,000.00
43211 · Supplies & Expenses	1,575.00	1,575.00	1,500.00	9,000.00
43212 · Public Fire Education	0.00	0.00	1,000.00	6,000.00
43214 · Advertising--Public Education	440.00	730.00	2,000.00	12,000.00
<b>Total FIRE PREVENTION</b>	<b>3,122.58</b>	<b>3,412.58</b>	<b>5,333.40</b>	<b>32,000.00</b>
<b>COMMUNICATIONS</b>				
45211 · Supplies & Expenses	0.00	100.00	1,666.70	10,000.00
<b>45300 · Administration</b>				
County Dispatch Services	0.00	0.00	7,500.00	45,000.00
County Radio Services	0.00	0.00	5,000.00	30,000.00
<b>Total 45300 · Administration</b>	<b>0.00</b>	<b>0.00</b>	<b>12,500.00</b>	<b>75,000.00</b>
45910 · Radio Capital Outlay	4,917.16	4,917.16	3,333.40	20,000.00
<b>Total COMMUNICATIONS</b>	<b>4,917.16</b>	<b>5,017.16</b>	<b>17,500.10</b>	<b>105,000.00</b>
<b>CDPS COOPERATOR INCIDENTS</b>				
42600 · Cooperator Incident--Misc.	0.00	0.00	0.00	8,000.00
42601 · Cooperator Incident--Personnel	0.00	0.00	0.00	42,000.00
<b>Total CDPS COOPERATOR INCIDENTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
<b>REPAIR SERVICES (Fleet &amp; Equip)</b>				
46200 · Pump & Equipment Testing	3,600.00	3,600.00	3,833.40	23,000.00
46211 · Supplies & Expenses & Parts	1,120.47	2,046.00	5,000.00	30,000.00
<b>46212 · Out-source Maint&amp; Repair</b>				
Labor--at County Fleet	800.00	800.00		
46212 · Out-source Maint& Repair - Other	0.00	0.00	14,166.70	85,000.00
<b>Total 46212 · Out-source Maint&amp; Repair</b>	<b>800.00</b>	<b>800.00</b>	<b>14,166.70</b>	<b>85,000.00</b>
<b>Total REPAIR SERVICES (Fleet &amp; Equip)</b>	<b>5,520.47</b>	<b>6,446.00</b>	<b>23,000.10</b>	<b>138,000.00</b>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2021

	Feb 21	Jan - Feb 21	YTD Budget	Annual Budget
<b>STATIONS, BUILDINGS &amp; GROUNDS</b>				
<b>Headquarters Station</b>				
48209 · Alarm Monitoring and T&I--HQ	0.00	0.00	283.40	1,700.00
48210 · Repairs & Maint. - Headquarters	1,105.00	3,195.98	3,833.40	23,000.00
48211 · Supplies & Exp. - Headquarters	210.10	810.53	2,000.00	12,000.00
48214 · Utilities - Headquarters	4,947.57	10,785.20	6,000.00	36,000.00
48215 · Cleaning - Headquarters	496.00	1,240.00	1,666.70	10,000.00
<b>Total Headquarters Station</b>	<b>6,758.67</b>	<b>16,031.71</b>	<b>13,783.50</b>	<b>82,700.00</b>
<b>North 40 Station</b>				
48309 · Alarm Monitoring and T&I--N40	0.00	0.00	200.00	1,200.00
48311 · Repairs & Maint. - North 40	2,474.53	3,158.03	3,333.40	20,000.00
48315 · Supplies & Expenses - North 40	167.28	605.54	2,000.00	12,000.00
48320 · Utilities - North 40	3,366.34	7,804.58	6,333.40	38,000.00
<b>Total North 40 Station</b>	<b>6,008.15</b>	<b>11,568.15</b>	<b>11,866.80</b>	<b>71,200.00</b>
<b>Aspen Village Substation</b>				
48016 · Supplies & Exp.- Aspen Village	0.00	0.00	333.40	2,000.00
48400 · Utilities - Aspen Village	651.41	1,434.66	908.40	5,450.00
48409 · Alarm Monitoring and T&I--AV	0.00	0.00	125.00	750.00
48410 · Repairs & Maint.- Aspen Village	2,647.00	2,747.00	3,333.40	20,000.00
<b>Total Aspen Village Substation</b>	<b>3,298.41</b>	<b>4,181.66</b>	<b>4,700.20</b>	<b>28,200.00</b>
<b>Starwood Substation</b>				
48411 · Supplies & Exp. - Starwood	0.00	2,613.00	166.70	1,000.00
48412 · Utilities - Starwood	1,466.09	2,880.06	1,333.40	8,000.00
<b>Total Starwood Substation</b>	<b>1,466.09</b>	<b>5,493.06</b>	<b>1,500.10</b>	<b>9,000.00</b>
<b>Woody Creek Substation</b>				
47301 · Supplies & Exp. - Woody Creek	0.00	0.00	250.00	1,500.00
47302 · Utilities - Woody Creek	932.63	1,998.51	1,483.40	8,900.00
47309 · Alarm Monitoring and T&I--WC	0.00	0.00	141.70	850.00
47310 · Repairs & Maint. - Woody Creek	2,233.00	2,333.00	833.40	5,000.00
<b>Total Woody Creek Substation</b>	<b>3,165.63</b>	<b>4,331.51</b>	<b>2,708.50</b>	<b>16,250.00</b>
<b>Total STATIONS, BUILDINGS &amp; GROUNDS</b>	<b>20,696.95</b>	<b>41,606.09</b>	<b>34,559.10</b>	<b>207,350.00</b>
<b>TRANSFER TO OTHER FUNDS</b>				
49502 · Transfer to CapAcquisition Fund	0.00	250,000.00	250,000.00	600,000.00
49503 · Transfer to Housing Fund	0.00	0.00	0.00	1,100,000.00
49507 · Xfer to Emergency Reserve Fund	0.00	0.00	0.00	50,000.00
49508 · Xfer to Operations Reserve Fund	0.00	0.00	0.00	200,000.00
49509 · Xfer to FPPA Annual Accrual Fnd	0.00	0.00	0.00	250,000.00
<b>Total TRANSFER TO OTHER FUNDS</b>	<b>0.00</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>2,200,000.00</b>
<b>Total Expense</b>	<b>294,491.93</b>	<b>808,954.62</b>	<b>995,808.10</b>	<b>6,584,835.00</b>
<b>Net Income</b>	<b>26,691.98</b>	<b>-465,167.22</b>	<b>-578,403.20</b>	<b>0.00</b>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2021

	<u>Feb 21</u>	<u>Jan - Feb 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>CAPITAL ACQUISITION (Income)</b>				
30075 · General Property Tax Allocation	0.00	250,000.00	250,000.00	600,000.00
60100 · Interest on Investments	0.82	9.25	666.70	4,000.00
<b>Total CAPITAL ACQUISITION (Income)</b>	<u>0.82</u>	<u>250,009.25</u>	<u>250,666.70</u>	<u>604,000.00</u>
<b>Total Income</b>	<u>0.82</u>	<u>250,009.25</u>	<u>250,666.70</u>	<u>604,000.00</u>
<b>Gross Profit</b>	0.82	250,009.25	250,666.70	604,000.00
<b>Expense</b>				
<b>CAPITAL ACQ. Fund (Expenses)</b>				
60110 · Cap. Outlay/Equipment/Projects				
equiping Engines 61 + 62	0.00	0.00	0.00	100,000.00
air conditioning @Stations61+63	0.00	0.00	6,666.70	40,000.00
replacement Engine 62	0.00	782,343.00	781,239.00	781,239.00
new fleet vehicle(s)	0.00	0.00	8,333.40	50,000.00
<b>Total 60110 · Cap. Outlay/Equipment/Projects</b>	<u>0.00</u>	<u>782,343.00</u>	<u>796,239.10</u>	<u>971,239.00</u>
<b>Total CAPITAL ACQ. Fund (Expenses)</b>	<u>0.00</u>	<u>782,343.00</u>	<u>796,239.10</u>	<u>971,239.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>782,343.00</u>	<u>796,239.10</u>	<u>971,239.00</u>
<b>Net Income</b>	<u><u>0.82</u></u>	<u><u>-532,333.75</u></u>	<u><u>-545,572.40</u></u>	<u><u>-367,239.00</u></u>

**Aspen Fire Protection District**  
**Profit & Loss Budget Performance**  
February 2021

	<u>Feb 21</u>	<u>Jan - Feb 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>HOUSING (Income)</b>				
31175 · General Property Tax Allocation	0.00	0.00	183,333.40	1,100,000.00
31190 · Interest on Investments	434.90	1,047.97	8,333.40	50,000.00
<b>Total HOUSING (Income)</b>	<u>434.90</u>	<u>1,047.97</u>	<u>191,666.80</u>	<u>1,150,000.00</u>
<b>Total Income</b>	<u>434.90</u>	<u>1,047.97</u>	<u>191,666.80</u>	<u>1,150,000.00</u>
<b>Gross Profit</b>	434.90	1,047.97	191,666.80	1,150,000.00
<b>Expense</b>				
<b>HOUSING Fund (Expenses)</b>				
<b>70100 · North 40 Pre-Construction</b>				
Architectural Services	7,595.96	15,798.42		
Construction Mgmt. Services	4,993.75	8,585.00		
Other Services / Fees	121,790.00	123,083.75		
<b>Total 70100 · North 40 Pre-Construction</b>	<u>134,379.71</u>	<u>147,467.17</u>		
70200 · North 40 Construction	0.00	0.00	1,958,333.40	11,750,000.00
<b>70300 · COPs--Lease Payments</b>				
70301 · Interest Payments	0.00	0.00	0.00	543,050.00
70302 · Principal Payments	0.00	0.00	0.00	550,000.00
<b>Total 70300 · COPs--Lease Payments</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,093,050.00</u>
70305 · Bank (UMB) Sweep / Admin Fees	120.79	242.04	1,158.40	6,950.00
<b>Total HOUSING Fund (Expenses)</b>	<u>134,500.50</u>	<u>147,709.21</u>	<u>1,959,491.80</u>	<u>12,850,000.00</u>
<b>Total Expense</b>	<u>134,500.50</u>	<u>147,709.21</u>	<u>1,959,491.80</u>	<u>12,850,000.00</u>
<b>Net Income</b>	<u><u>-134,065.60</u></u>	<u><u>-146,661.24</u></u>	<u><u>-1,767,825.00</u></u>	<u><u>-11,700,000.00</u></u>

**Aspen Fire Protection District**  
**Profit & Loss Budget Performance**  
 February 2021

	<u>Feb 21</u>	<u>Jan - Feb 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>BOND DEBT SERVICE FUND (Income)</b>				
35100 · General Property Tax	46,295.01	46,295.01	181,252.40	1,087,514.00
35200 · Specific Ownership Taxes	2,952.37	5,819.16	5,833.40	35,000.00
35210 · Interest Earned--Prop. Taxes	0.16	0.16	333.40	2,000.00
35250 · Interest on Investments	29.48	73.05	1,166.70	7,000.00
35700 · Delinquent Taxes	1.70	1.70	-833.40	-5,000.00
<b>Total BOND DEBT SERVICE FUND (Income)</b>	<u>49,278.72</u>	<u>52,189.08</u>	<u>187,752.50</u>	<u>1,126,514.00</u>
<b>Total Income</b>	<u>49,278.72</u>	<u>52,189.08</u>	<u>187,752.50</u>	<u>1,126,514.00</u>
<b>Gross Profit</b>	49,278.72	52,189.08	187,752.50	1,126,514.00
<b>Expense</b>				
<b>BOND DEBT SERVICE Fund (Expns.)</b>				
50005 · County Treasurer Fee	2,314.84	2,314.84	9,062.70	54,376.00
50010 · Interest Payments	0.00	0.00	0.00	191,625.00
50011 · Principal Payments	0.00	0.00	0.00	880,000.00
50020 · Fees & Expenses	0.00	0.00	0.00	200.00
<b>Total BOND DEBT SERVICE Fund (Expns.)</b>	<u>2,314.84</u>	<u>2,314.84</u>	<u>9,062.70</u>	<u>1,126,201.00</u>
<b>Total Expense</b>	<u>2,314.84</u>	<u>2,314.84</u>	<u>9,062.70</u>	<u>1,126,201.00</u>
<b>Net Income</b>	<u><u>46,963.88</u></u>	<u><u>49,874.24</u></u>	<u><u>178,689.80</u></u>	<u><u>313.00</u></u>

**Fire and Police Pension Association  
 Direct Expense Allocation Summary  
 Aspen FPD Volunteers 711-5  
 For the Twelve Months Ending December 31, 2020**

Type of Expense	2020 Budget	Year-to-Date Expenses	Payment of 2020 Expenses
Actuarial Expenses	\$306.91	\$327.02	
Audit Expenses	\$141.64	\$141.64	
Other Asset Allocation Study Expenses			
<b>Total Direct Allocated Expenses &amp; Payments</b>	<b>\$448.55</b>	<b>\$468.66</b>	

*Actuarial expenses may exceed the budget related to asset allocation studies and implementation.*

*Contact Peggy Job at 720-479-2345 to obtain a detailed expense listing.*



# Fire and Police Pension Association

## Volunteer Fire Pension Plan Contributions ASPEN FPD 711-5

For the Reporting Period: 01/01/2020 through 12/31/2020

<b>Deposit Date</b>	<b>Employer Contributions</b>	<b>State Matching Funds</b>	<b>Total Remittance</b>
12/14/2020	\$382,000.00	\$0.00	\$382,000.00
12/24/2020	\$0.00	\$40,000.00	\$40,000.00
<b>Total Remittance</b>			\$422,000.00
<b>Calculated Contribution per the 01/01/2019 Actuarial Study</b>			\$122,174.00
<b>Difference Over/(Under)</b>			\$299,826.00

*Note: The Calculated Contribution amount is due to FPPA before 12/31/2020*

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**Allocation Report Descriptions**

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*This report provides the beginning of year plan balance, year-to-date totals, and an ending plan balance as of the report date*

<b>Beginning Balance</b>	Plan assets at the beginning of the year
<b>Plan Direct Inflows and Outflows</b>	
Member Contributions	Member Contributions made to the plan
Employer Contributions	Employer Contributions made to the plan
Contributions from the SWDD Plan	Contributions received for a member on disability rolling to a normal retirement
Refunds	Member withdrawal of funds from the plan
Affiliations/(Disaffiliations)	Plan affiliation or disaffiliation or idle funds distribution (typically a Volunteer Fire Plan matter)
Net Benefits	Benefits paid to retired members
Plan Directed Expenses	Payments from plan assets directed by the department Examples: legal, actuarial, and insurance expense
State Funding	State funding for volunteer plans
<b>Plan Direct Inflows and Outflows Sub-Total</b>	Sub-Total of the above activity
<b>Allocated Income and Expense</b>	
Interest*	Interest on investments
Dividends*	Dividends on investments
Other Income*	Other investment income
Net Change Accrued Income*	Change in accrued earnings for interest and dividends
Unrealized Gain/Loss*	Unrealized Gain/Loss on investments
Realized Gain/Loss*	Realized Gain/Loss on investments
Defined Contribution Earnings (Net)	Not applicable for Defined Benefit plans
Investment Expenses	Allocated share of FPPA investment expense
Direct Expense Allocation	Expenses directly allocated to the plan Examples: actuarial and audit fees
Other Expenses	Allocated share of FPPA administrative expense
<b>Allocated Income and Expense Sub-Total</b>	Sub-Total of the above activity
<b>Ending Balance</b>	Plan assets at period end

*\* Allocated from the Fire & Police Members' Benefit Investment Fund – Long Term Pool.*

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**amount is not correct, please send a written response to FPPA by March 31, 2021. If FPPA does not receive a response by March 31, 2021, you are confirming that these report items are correct.**

### ***Annual Contributions Received***

FPPA provides a schedule of your 2020 contributions received by FPPA year to date. This schedule compares contributions received in the current year to the actuarial required contributions for 2020. **Please be aware that this report shows contributions based on the date received by FPPA and does not consider if contributions relate to a prior year.** All required contributions were due to FPPA before December 31, 2020 to be include in this report. *Please be aware that most state matching funds received from DOLA for 2020 were received by FPPA in 2021. These will be included in the 2021 reports and support.*

### ***Direct Expense Allocation Summary***

#### **Direct Expense Allocation**

FPPA provides a summary of expenses directly allocated to your plan, payments received related to these expenses and the related annual budgeted amounts. These costs are identified as direct plan expenses and are charged directly to the plan as a reduction of plan assets. They are reflected in the *Direct Expense Allocation* row of your Allocation Report. You may contact me to request a detailed summary of these allocated expenses.

The direct expense allocation is comprised of costs for audit and actuarial services. The audit services relate to the SOC 1 Type 2 report over the operating effectiveness of FPPA's controls for processing data and transactions related to your plan. The SOC 1 Type 2 report has been provided since 2014 to assist employers in reporting in accordance with Governmental Accounting Standards Board Statement No. 68 (GASB 68), *Accounting and Financial Reporting for Pensions*. Actuarial services include the biennial funding valuation report (issued in odd years for Volunteer Firefighter plans and even years for Old Hire plans) and the annual GASB 68 report. Actuarial services are provided by Gabriel Roeder Smith & Co. Audit services are provided by Eide Bailly LLP.

The Colorado Revised Statutes allow FPPA to allocate expenses that are directly related to the administration of the local affiliated plans from those plan's assets. For additional information, please see C.R.S. 31-31-701(7)(a)(VI) for old hire plans and C.R.S. 31-31-705(2)(f) for volunteer fire plans.

#### **Payment of Settlor Expenses**

Please discuss these direct plan expenses with your legal counsel to determine if they are a "settlor" expense. The Department of Labor believes that the employer should bear the cost of settlor expenses. If you agree, you should reimburse the plan for these expenses. This payment is in addition to any employer contributions made to the plan or as determined by the actuary (the actuarially determined contribution).

To reimburse the plan for these costs, please send payment via ACH or wire to FPPA. These payments need to be identified separately from your actuarial required contribution in order to net out the expense. Please contact FPPA for ACH or wire Instructions.

If you have any questions regarding your allocation report or the direct allocated plan expenses, please call me at 303-770-3772 in Metro Denver or 800-332-3772 or email me at [pjob@fppaco.org](mailto:pjob@fppaco.org).

**MEMORANDUM**

**To:** Affiliated FPPA Volunteer Pension Plan Employers  
**From:** Peggy Job, Senior Accountant  
**Re:** Year Ended December 31, 2020  
 Allocation Report, Annual Contributions Received & Direct Expense Allocation Summary  
**Date:** 2/24/2021

**Allocation Report**

**Investment Performance**

Your plan assets are commingled for investment purposes in the Members' Benefit Investment Fund – Long Term Pool ("Pool"). Returns for the Pool are as follows (returns for periods longer than one year are annualized):

As of 12/31/2020	Quarter	Year to Date	1 Year	3 Years	5 Years
Total Pool Net of Investment Expense*	9.57%	13.59%	13.59%	9.27%	9.61%

\*FPPA Administrative Expenses are not included in the Total Pool Net of Investment Expense percentages.

The table below summarizes expenses as a percentage of net assets for the Pool:

Year	FPPA Administrative Expense*	Investment Management Expense	Total Expense Ratio
2020	0.13%	0.79%	0.92%
2019	0.13%	0.80%	0.93%
2018	0.16%	0.88%	1.04%
2017	0.23%	0.89%	1.12%
2016	0.24%	0.79%	1.03%

**How to Calculate Your Plan Specific Expense Ratio**

Your Allocation Report may reflect expenses specific to your plan such as actuarial expense and legal fees as well as expenses you directed FPPA to pay from your plan assets. These expenses are reflected in the line items *Plan Directed Expenses* and *Direct Expense Allocation*. As such, your plan's administrative expenses may differ from the Pool. In order to calculate your plan's administrative expense ratio, you will need to add the line items *Plan Directed Expenses*, *Direct Expense Allocation* and *Allocated Fees & Expenses* and divide by the *Ending Balance*.

**Allocation Methodology**

*Investment Expenses* and *Allocated Fees & Expenses* are separately allocated and separately reported in the Allocation Report. The *Investment Expenses* are allocated to each plan based on the plan's proportion of total assets. The *Allocated Fees & Expenses* are allocated based on the plan's proportion of total membership, including active, inactive and retired members as of December 31 of the prior year as defined by the guidelines within the Comprehensive Annual Financial Report. Member counts may be adjusted during the year for plan affiliation, disaffiliation, or reentry.

**Review of the Report**

Review the items *Member Contributions*, *Employer Contributions*, *Refunds*, *Affiliations*, *Net Benefits*, *Plan Directed Expenses* and *State Funding* and confirm that these amounts are correct year-to-date. **If any**

**Fire and Police Pension Association  
Aspen FPD Volunteers 711-5  
For the Twelve Months Ending December 31, 2020**

Beginning Balance	\$3,070,172.77
<b>Plan Direct Inflows and Outflows</b>	
Member Contributions	
Employer Contributions	\$382,000.00
Contributions from the SWDD Plan	
Refunds	
Affiliations/(Disaffiliations)	
Net Benefits	(\$294,834.00)
Plan Directed Expenses	
State Funding	\$40,000.00
Plan Direct Inflows and Outflows Sub-Total	\$127,166.00
<b>Allocated Income and Expense</b>	
Interest	\$9,728.72
Dividends	\$15,135.56
Other Income	\$11,732.09
Net Change Accrued Income	(\$1,001.21)
Unrealized Gain/Loss	\$239,287.97
Realized Gain/Loss	\$129,867.71
Defined Contribution Earnings (Net)	
Investment Expenses	(\$23,502.67)
Direct Expense Allocation	(\$468.66)
Other Expenses	(\$12,716.28)
Allocated Income and Expense Sub-Total	\$368,063.23
Ending Balance	\$3,565,402.00

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Aspen Fire Protection District (hereinafter "Employer" or the "District"), and Rick Balentine (hereinafter "Employee") this \_\_\_\_ day of \_\_\_\_\_ 2021.

### RECITALS

- A. Employer is a Fire District and is desirous of continuing the appointment of Employee to serve as Fire Chief; and
- B. Employee is qualified to serve as Fire Chief and has served in that capacity since 2014. Employee desires to enter into this Agreement on the terms and conditions hereinafter set forth.
- C. For and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### SECTION I

#### EMPLOYMENT

- A. Employer hereby agrees to employ Employee as Fire Chief and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of Employer.
- B. Employee's employment as Fire Chief under this Agreement shall commence effective on January 1, 2021. Employee shall perform all duties required of the Fire Chief, and as requested by the District. Employee shall also be responsible for performance of duties set forth in Section II below and such other legally permissible and proper duties and functions as may be assigned from time to time.
- C. Employment of the Employee shall be at the will of the District. Employee may be suspended or removed from office upon a majority vote of all the Board of the District, subject to the terms and conditions of this Agreement. Employee shall report directly to the District Board.

### SECTION II

#### DUTIES

- A. Plan, supervise, and participate in all activities and operations of the Fire District including fire suppression, pre-fire planning, fire prevention, fire investigation and volunteer fire service.
- B. Perform public relations duties, including developing and maintaining a collaborative relationship with the public and public safety agencies, community

groups, etc.; act as an information liaison to the public regarding public safety issues, AFPD policies, procedures, and services: represent AFPD at local, regional, and national functions as needed and approved by the Board from time to time.

- C. Coordinate, where necessary or appropriate, intergovernmental agreements with other agencies and departments.
- D. Create annual budgets for approval by the AFPD Board, administer approved budget, monitor and update annual budgets, and manage the property tax and other revenue for the AFPD.
- E. Direct the development and implementation of goals, objectives, standard operating guidelines, policies and procedures, and Personnel Manual for all divisions and departments.
- F. Monitor and evaluate the efficiency and effectiveness of service delivery, personnel workloads and productivity; identify opportunities for improvement.
- G. Hire, train, motivate and evaluate AFPD personnel: work with personnel to correct deficiencies: discipline, coach/counsel and terminate personnel as appropriate; prepare and present annual performance reviews.
- H. Act as the primary liaison between the Board and the AFPD volunteers.
- I. Work directly with and be accountable to the AFPD Board of Directors regarding all AFPD business.
- J. Participate and moderate Board appointed special committees.
- K. Oversee the management of fire suppression, emergency rescue, hazardous materials, and emergency medical services; fire prevention and public education, code development and enforcement.
- L. Oversee elections for the District as required by law.
- M. Within the budget approved by the Board and within limits established by the Board, responsible for the purchase, upgrade, usage, maintenance and security of District equipment, apparatus, facilities, and other real and personal property.
- N. Monitor the laws of the State of Colorado to ensure compliance by the AFPD.

### **SECTION III**

#### **TERM OF EMPLOYMENT**

The term of this Agreement shall be for six (6) months from January 1, 2021 to June 30, 2021, subject to annual appropriation in the District's normal budget process at the salary stated in Section Four below. For the 2021 contract term Employee shall meet milestones established by the Board. The Agreement may be extended by mutual agreement of the Parties.

## SECTION IV

### SALARY AND BENEFITS

- A. Compensation. AFPD agrees to pay Employee for his services rendered pursuant hereto, an annual base salary of \$161,832.00 per calendar year, payable in installments at the same time as other employees of the District are paid.
- B. Benefits. Employer shall provide Employee with those health, retirement and other employment benefits offered to its full-time employees as set forth in its Personnel Manual, as such manual may be amended by the District in its discretion from time to time
- C. Vacation. Employee to receive PTO benefits as offered to other fulltime staff as set forth in the Personnel Manual (Revised 2016).
- D. Equipment. The District will provide and pay for a cell phone, command vehicle and laptop computer as needed and required for the Employee's use to ensure Employee availability and responsiveness on a 24/7 basis when not on vacation.

## SECTION V

### TERMINATION AND SEVERANCE PAY

- A. For the purpose of this provision, termination shall occur whenever the majority of the Board of Directors of the District votes to terminate Employee at a duly authorized District Board meeting.
- B. In the event Employee is terminated by Employer prior to the end of the employment term without cause or the District fails to appropriate funds to pay the Employee, and Employee is willing and able to satisfactorily perform the duties of Fire Chief at the time of termination, Employer agrees to pay Employee as severance pay and liquidated damages and in full settlement, satisfaction and release of all claims by Employee a sum equal to three (3) months of salary plus a sum equal to three (3) months of COBRA coverage comparable to the insurance benefits provided to Employee at the time of termination.
- C. Any severance payment made under the terms of this Agreement shall be paid in monthly installments or as a lump sum, at Employee's discretion.
- D. Any severance payment made under any provision of this Agreement shall be contingent on Employee's execution of a full and complete waiver and release of claims or actions arising out of Employee's employment, or termination thereof. No severance payments shall be made under this Agreement until after expiration of any statutory period of revocation to which Employee might be entitled.
- E. If Employee is terminated for cause, Employer is not obligated to pay severance under this Section. For purposes of this Agreement, "cause" means:



- i. Employee's gross negligence or willful malfeasance of his duties and responsibilities required under this Agreement;
- ii. Employee's conviction of a felony or crime of moral turpitude (a plea of "no contest" or acceptance of a deferred judgment or any similar arrangement concerning such an offense shall be deemed a conviction); or
- iii. Executive's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

## **SECTION VI**

### PROFESSIONAL DEVELOPMENT

Subject to such amounts as may be budgeted and appropriated by the District in its sole discretion, the District agrees to pay the registration fees, travel, and subsistence expenses of Employee for professional certifications, professional development, official travel and meetings, occasions adequate to continue the professional development of Employee and to pursue necessary official and other functions for the District as may be determined and with the prior approval by the Board on a case by case basis.

## **SECTION VII**

### ADDITIONAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements.
- B. The Agreement is personal to each of the parties hereto and neither party may assign nor delegate and of its rights or obligations hereunder without first obtaining written consent of the other party.
- C. Any promises or covenants of the District pursuant to this Agreement requiring the payment or disbursement of any money by the District shall be subject to annual budgeting and appropriation.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.
- F. Any dispute between the parties arising out of this Agreement shall be resolved by the filing of an action in Pitkin County, the parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial

misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed by its duly authorized officer and its seal to be affixed hereto, and Employee has executed this Agreement at Aspen, Colorado, effective the day and year first written above.

EMPLOYER:  
ASPEN FIRE PROTECTION DISTRICT

EMPLOYEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

# ASPEN FIRE PROTECTION DISTRICT

## MEMORANDUM

DATE: March 6, 2021  
TO: Rick Balentine, Fire Chief  
FROM: Board of Directors  
RE: Employment Milestones

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Employee, Rick Balentine, Fire Chief shall meet the following goals and milestones:

1. Organizational Growth.
  - a. Allow internal leaders to lead / grow. Increased focus on organizational management at a strategic level rather than tactical management of operations or individual incidents.
  - b. Focus on leadership opportunities and training for Officers.
  - c. Forster a strong relationship between volunteers and paid firefighters
2. Decision making and internal communications.
  - a. Involve Officers in the decision-making process.
  - b. Ensure input is heard from organizational leaders and decisions are well thought out. Work to communicate that input is valued and taken into consideration.
  - c. Promote the “we” made the decision mentality vs “The Chief made that decision.”
  - d. Focus on decisional buy in by the department on both decision-making process as well as final decisions.
3. Continued development of stakeholder relationships and external communications.
  - a. Ambulance
  - b. Police
  - c. Sherriff
  - d. City
  - e. County
  - f. Other agencies that are critical to delivery on the AFPD mission.
5. Implement a comprehensive wildfire program
  - a. Increased focus
  - b. Wildfire officer
  - c. Public outreach / education
  - d. Quick response team
  - e. Integration/cooperation with other fire districts and USFS

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Countersignature:

I, Rick Balentine understand and agree to undertake the above requirements during the current term of my employment.

---

Rick Balentine, Fire Chief

Monthly Training (Led by Training Division)	
Month	Topic
January	Pre-plans/Special Hazards
February	Rapid Intervention/Mayday
March	PPV/H&V Ventilation
April	Wildland Refresher
May	EVOC Class
June	Rope Rescue Scenarios
July	Live Fire Evolutions
August	Ladders/Roof Operations
September	Extrication
October	Driving Simulator
November	Propane Fires
December	BLS/CPR/Medical

Date/Times			
Date	Time	Date	Time
1/14	0900	1/21	1800
2/18	1800	2/25	0900
3/18	1800	3/25	0900
4/8	0900	4/22	1800
5/13	0900	5/20	1800
6/10	0900	6/17	1800
July 6th through 9th, Times TBD			
8/19	0900	8/26	1800
9/16	0900	9/23	1800
October 21st through 24th, Times TBD			
11/11	0900	11/18	1800
12/9	0900	12/12	0900
		12/16	1800

In-Service Training Led by Captains		
Month	Fire/Rescue Topic	EMS Topic
January	SCBA Competency	iGel & BVM Use
February	Ventilation Fans/Saws	Oxygen & Airway Skills - OPA/NPA/Gel
March	Forcible Entry	Vitals Signs
April	Brush Truck Competencies	Patient Assessments
May	Swiftwater Shore Person	Bandaging/Splinting
June	Rope Rescue Knot and Equipment Review	
July	Water Shuttle/Drafting	
August	Extrication Tool Review	
September	Hose Handling Olympics	
October	Salvage/Overhaul/TICs	
November	Winter Driving/Tire Chains	
December	As Needed for Crew JPRs/Training Hours	

Date/Times				Truck of the Month (Reviewed with Captains during month)	
612 / 615		610 / 611		613 / 614	
Date	Time	Date	Time	Date	Time
1/27	0900	1/11	1800	1/19	1800
2/1	1800	2/9	0900	2/17	1800
3/9	1800	3/17	1800	3/1	0900
4/21	0900	4/5	1800	4/13	1800
5/3	1800	5/11	0900	5/19	1800
6/7	1800	6/15	1800	6/23	0900
7/13	0900	7/21	1800	7/5	1800
8/18	1800	8/2	0900	8/10	1800
9/6	1800	9/14	1800	9/22	0900
10/12	0900	10/20	1800	10/4	1800
11/17	1800	11/1	0900	11/9	1800
12/22	1800	12/6	1800	12/14	0900
					Engine 61
					Engine 61
					Ladder 61
					Brush 61
					Brush 63 & Tender 62
					Engine 69
					Ranger 61
					Rescue 62
					Engine 63
					Engine 62
					Engine 65
					Engine 64

# Aspen Fire Protection District

420 E Hopkins Ave. Aspen, Colorado 81611  
(970) 925-5532



## Press Release

For Immediate Release

**Aspen, Colorado – March 5, 2021** Aspen Fire Protection District is extremely happy to announce the hiring of Jacob Andersen to the position of Deputy Chief of Operations for Aspen Fire. Deputy Chief Andersen comes to us with over 20 years in the fire service which includes working at the US Forest Service and the National Park Service where he worked for over 8 seasons as a Helitack Lead Crewmember, Incident Commander and on fuels mitigation programs.

Deputy Chief Andersen started his career as a Volunteer Firefighter at Burning Mountain Fire Protection District before getting hired on as a firefighter at the City of Tucson Fire Department where he served for 5 years. In 2011 Deputy Chief Andersen moved back to Colorado to work at the Snowmass-Wildcat Fire District as well as the Snowmass Ski Patrol and in 2019 was promoted to Battalion Chief with Roaring Fork Fire Rescue Authority.

Deputy Chief Andersen brings with him a wealth of knowledge due to his extensive fire service background and his long history serving the citizens of the upper Roaring Fork Valley. We are blessed to have him join our Aspen Fire Team.

"I am very happy to welcome Jake, his wife Lauren, daughter Hazel and son Everett to the Aspen Fire Family."

Rick Balentine, Fire Chief/CEO  
[rick.balentine@aspenfire.com](mailto:rick.balentine@aspenfire.com)



###





**Drew Barr**



**Spencer Keep**



**Reaves Forrest**



**Terry Leitch**



**Hutch Foster**



**Jeff McMahan**



**Mariah Johnson**



**Elijah Olmert**



**Jack Orsi**



**Andrew Parrott**



**Connor Peirce**



**Andy Reid**



**2021 AFD  
Recruit Class**



February 26, 2021

RE: Resolution of issues arising from replacement of Aspen Fire Station #62 roof

Dear Aspen Fire Department Board of Directors,

We respectfully submit the following resolutions regarding the issues that have arisen from our replacement of the membrane roof at the Aspen Fire Station #62, located at 43 Sage Way, Aspen, CO 81611. This course of action is based on an extensive conversation with Firestone, the manufacturer of the product being installed, and the entity ultimately responsible for the 25-year warranty.

Resolutions:

-As soon as weather permits, Umbrella Roofing will coordinate with Firestone to perform an interim inspection of the portion of the project that has already been installed. Firestone will also observe any active roofing activities and will address any specific questions or concerns while on site.

-Following interim inspection, Firestone will provide a punch list of items needing correcting for a fully warrantable roof, and Umbrella Roofing will perform repairs as required.

-Following completion of all roof areas, Firestone will perform a final inspection verifying completion of the previous punch list items. Firestone will also inspect the remaining roof areas.

-Following final inspection, Firestone will provide another punch list of items needing correcting prior to issuance of warranty. Firestone will also identify if any further inspections are required at that time.

-Umbrella Roofing will provide the required staff to perform project in a timely manner, including new project management.

-Umbrella Roofing will provide daily communication, including progress photos, with the Aspen Fire Department.

It is Umbrella Roofing's goal to rectify this situation, and we sincerely hope we will be allowed to complete the entire project. We have been in business for a long time, with a great history of successful similar projects, as well as being a strong community member in the Roaring Fork Valley. We will rise to the challenge and will not stop until you are satisfied with the results.

Sincerely,

Trevor H. Cannon  
President  
Umbrella Roofing, Inc.



# Aspen Fire Protection District



420 E Hopkins Avenue • Aspen, CO 81611 • 970-925-5532 • [www.aspenfire.com](http://www.aspenfire.com)

## LETTER OF INTENT TO PARTICIPATE

February 26, 2021

Valerie MacDonald  
Pitkin County  
530 E. Main St., Suite 103  
Aspen, CO 81611

Re: "Statement of Intent to Participate" as a participating jurisdiction in Pitkin County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Valerie,

In accordance with the Federal Emergency Management Agency's (FEMA) Local Hazard Mitigation Plan (HMP) requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Aspen Fire Protection District is submitting this letter of intent to confirm that Aspen Fire Protection District has agreed to participate in the Pitkin County Multi-Jurisdictional Hazard Mitigation Planning effort.

Further, as a condition to participating in the mitigation planning, Aspen Fire Protection District agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Pitkin County to complete the plan in conformance with FEMA requirements.

The Aspen Fire Protection District understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* dated March 2013 including, but not limited to:

- Identification of hazards unique to the jurisdiction;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by an agreement between the Lead Jurisdiction and the Participating Jurisdiction, I Rick Balentine, Fire Chief, The Aspen Fire Protection District to the Pitkin County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed this 26th day of February, 2021

A handwritten signature in blue ink, appearing to be 'Rick Balentine', written over a horizontal line.

Rick Balentine, Fire Chief/CEO Aspen Fire Protection District