



# Aspen Fire Protection District Board of Directors Regular Monthly Meeting

MEETING DATE: March 12<sup>th</sup>, 2024  
MEETING TIME: 5:00pm

LOCATION: 420 E Hopkins

**The public is welcome to join this meeting 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 held February 13th, 2024.
- IV. Public Comment
- V. AVFD Inc.
- VI. Financials
  - a) Monthly Financial Review
  - b) FPPA Financial Review and Discussion
- VII. Board Member Comments & Action Items
  - a) IGA – Wildfire Monitoring Camera Funding and Operation
- VIII. Staff Report
  - a) Fire Marshal/Prevention – Jan Legersky
  - b) Operations Overview - Deputy Chief Andersen
  - c) Training
  - d) Recruiting
- IX. Wildfire Community Action Fund – Ali Hager Hammond
  - a) Project & Funding Update
- X. CEO/Fire Chief & Good of District
  - a) WE-CYCLE License Agreement - Draft
  - b) Honor Guard Update
  - c) WRCB Update
  - d) North 40 Project Update
- XI. Old Business
  - a) Woody Creek Project Update
  - b) Aspen Village Project
- XII. New Business

# Aspen Fire Protection District

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



## Board of Directors Regular Meeting February 13th, 2024

The Board of Directors of the Aspen Fire Protection District met for their regular meeting. The meeting was open to the public in person and virtually via Zoom.

**Meeting called to order by Parker Lathrop at 5:05pm**

### **Roll Call:**

- Board of Directors Present: Parker Lathrop (zoom), Dave "Wabs" Walbert, Charles Cunniffe, Emily Taylor (zoom)
- Board of Directors Absent: John Ward
- Staff/Volunteers Present: Rick Balentine, Jake Andersen, Jan Schubert, Ali Hammond, Amanda Perusse, Jan Legersky, Nikki Lapin (zoom), Ben Smith (zoom), Scott Arthur (zoom)
- Public/Others: Richard Peterson

**MOTION:** Motion by Wabs to approve minutes from Regular Meeting on January 9<sup>th</sup>, 2024.

**Second:** Charles Cunniffe

**Discussion:** None

**Vote:** All approved.

**Public Comment:** None

**AVFD Inc.:** None

### **Financials**

- Monthly Financial Review included in the packet.
  - Discussion to clarify ski pass funds: Aspen Fire pays Aspen Ski Co upfront for passes and our members reimburse Aspen Fire.
  - Discussion on FPPA pension board
    - 2 volunteer members were voted in to the FPPA pension board, we need 3 Aspen Fire Board Members to join and complete the board. Emily Taylor, Charles Cunniffe and John Ward were volunteered to join.
    - Next FPPA Pensions Board meeting will be next month, TBD
    - They need to review how FPPA is currently funded and if there is a higher percentage to yield if money is funded sooner than December, and look into options for a more conservative investment program.
    - Rick Balentine will send out FPPA Pension informational phone call information to the new board members, Nikki will send a google invite to all pension board members as well.

### **Board member comments/action items:**

Discussion: How many board meetings can a board member miss? Nikki will review previous verbiage and send out to all board members.

Adopt Resolution 2024-02-01 to Establish The Public Places For Posting Notice

**Motion made by Charles to adopt Resolution 2024-02-01 to Establish the Public Places For Posting Notice**

**Second: Wabs**

**Discussion: None**

**Vote: All approved**

**Staff Report:**

- Fire Marshal – Jan Legerksy reviewed the report provided in the board packet.
  - Bar checks went as expected, Ben Smith did all of them
  - Winterskol had zero issues. Thanks to Thom and Drew Barr and Family for staffing the event/bonfire
  - XGames went well, somewhat scaled back this year and very well organized.
  - Fire Inspector position – applications closed on the 11<sup>th</sup>. Have 9 applicants. Interviews will begin next week. Hope to have them on board by mid-March.
  - Upcoming events: World Cup and Palm Tree Festival
- Deputy Fire Marshal - Ben Smith
  - Mutual aid agreement with RFFR and Eagle Fire with First Due apparatus tracking, huge milestone for him and a lot of work on his part.
  - Discussion on First Due Platform and utilizing it for more (power pole placement maps, hydrants etc)
- Operations Report – Deputy Chief Andersen reviewed the report provided in the board packet by BC Arnold Nimmo.
  - Reviewed photos: continuing to save tax payers money by being very thorough on all calls and providing outstanding service.
  - Our volunteers had a robust response and were able to run multiple calls at the same time and remain in service during the last snow storm, really well done.
- Training Report and Recruitment– Scott Arthur reviewed the report provided in the board packet.
  - Recruit class update: We have 5 going through academy now. Discussing prospect of future classes, maybe recruitment this summer for a class this fall? Would use remaining money in FEMA grant that is specifically for volunteers.

**Wildfire Community Action Fund:** Ali Hammond reviewed report in the board packet.

- Looking to expand our educational offerings this year, every month of the summer, with the Roaring Fork Valley Wildfire Collaborative. Will start in April at TACAW, another showing of Elemental.
- Working with Firewise and HOAs to update their plans over several years to help with insurance issues, starting with Starwood.
- Aspen Wildfire Foundation 501c3 status is in progress.
- Maybe a collaborative fund-raising event with St. Regis this spring.
- Wildfire Resilience Project Coordinator job is posted and open until 2/20/24.

**CEO/Fire Chief and Good of the District:**

- Honor Guard
  - We are bringing in a trainer May 31-June 3<sup>rd</sup> to have a honor guard academy here in Aspen. \$250/pp.
  - Posting colors for the opening and closing ceremonies for the National Disabled Veterans here in Aspen April 2<sup>nd</sup> and April 7<sup>th</sup>.
- WRCB update - new wildfire risk map for the state, very high level, but not quite as accurate as our current map. Working to see if districts like ours can use input from our mapping to offset what the state has. More to come on this.
- North 40 Project
  - Board member Charles Cunniffe put together some drawings. We have a meeting with McBride on Friday to show them the renderings. Thank you to Charles for putting this together for us.

- Updated staffing levels
  - We have started our updated staffing levels. The interaction between all of our members is encouraging, as they feel they are all getting better training and better experience through this. Thank you to the board for allowing this to happen.

**Old Business:**

- Woody Creek Project Update
  - Discussion is ongoing about possible funding.
- Aspen Village Project
  - Updating some office space for a few administrative folks from headquarters to start working down at Aspen Village station a few days a week. Minimal upgrades, almost complete.

**New Business: none**

**MOTION:        Motion by Wabs to adjourn at 5:46pm**  
**Second:        Charles Cunniffe**  
**Discussion:    None**  
**Vote:            All approved.**

**\*\*\* A full recording of this meeting can be requested by contacting the District Administrator at [nikki.lapin@aspensfire.com](mailto:nikki.lapin@aspensfire.com) or by calling 970-925-5532.**

**Aspen Fire Protection District**  
**Balance Sheet**  
 As of February 29, 2024

Feb 29, 24

**ASSETS**

**Current Assets**

**Checking/Savings**

**GENERAL FUND BANK ACCTS**

10100 · Alpine Bank--GF Checking	76,771.91
10401 · ColoTrust--GF General	739,351.57
10406 · ColoTrust--GF Emerg Reserve	379,379.51
10407 · ColoTrust--GF Operations Resrv	1,310,532.80
10409 · ColoTrust--GF FPPA	19,119.31
10545 · Grand Junction Fed Credit Union	74.00

<b>Total GENERAL FUND BANK ACCTS</b>	<b>2,525,229.10</b>
--------------------------------------	---------------------

**CAPITAL ACQ. FUND BANK ACCTS**

10700 · Alpine Bank--Cap Acq. Checking	5,367.73
10801 · ColoTrust--Cap Acq	282,166.77

<b>Total CAPITAL ACQ. FUND BANK ACCTS</b>	<b>287,534.50</b>
---	-------------------

**HOUSING FUND BANK ACCOUNTS**

10890 · Alpine Checking--Housing	324.86
10901 · ColoTrust--Housing	1,016,682.98

**FIRE PLACE OPERATIONS**

10851 · Alpine Checking--FP Ops (RG)	69,458.00
10850 · AlpineChecking--FP Deposits(RG)	36,603.00
10855 · ColoTrust--FP Reserves (AFPD)	131,704.39

<b>Total FIRE PLACE OPERATIONS</b>	<b>237,765.39</b>
------------------------------------	-------------------

<b>Total HOUSING FUND BANK ACCOUNTS</b>	<b>1,254,773.23</b>
---	---------------------

**WILDFIRE C.A. FUND BANK ACCTS**

10950 · Alpine Bank--WCAF Checking	16,084.26
10951 · ColoTrust--WCAF Reserves	244,092.73

<b>Total WILDFIRE C.A. FUND BANK ACCTS</b>	<b>260,176.99</b>
--	-------------------

**DEBT SERVICE FUND BANK ACCTS**

11201 · ColoTrust--Debt Service	1,174,427.64
---------------------------------	--------------

<b>Total DEBT SERVICE FUND BANK ACCTS</b>	<b>1,174,427.64</b>
---	---------------------

<b>Total Checking/Savings</b>	<b>5,502,141.46</b>
-------------------------------	---------------------

**Aspen Fire Protection District**  
**Balance Sheet**  
 As of February 29, 2024

Feb 29, 24

<b>Accounts Receivable</b>	
<b>ACCTS RECEIVABLE--by Fund</b>	
<b>Accts Receivable--General Fund</b>	
12235 · Receivable due - Pitkin County	16,268.29
12252 · Receivable due - AFD Staff	7,745.53
12504 · Receivable due - Grants	57,026.50
12254 · Receivable due - Romero Group	9,817.50
<b>Total Accts Receivable--General Fund</b>	<u>90,857.82</u>
<b>Accts Receivable--Housing Fund</b>	
<b>FIRE PLACE OPERATIONS</b>	
12560 · A/R--Fire Place Ops (RG)	808.00
<b>Total FIRE PLACE OPERATIONS</b>	<u>808.00</u>
<b>Total Accts Receivable--Housing Fund</b>	<u>808.00</u>
<b>Total ACCTS RECEIVABLE--by Fund</b>	<u>91,665.82</u>
<b>Total Accounts Receivable</b>	91,665.82
<b>Other Current Assets</b>	
<b>GENERAL FUND (Asset)</b>	
10450 · Property Tax Receivable	-98,622.78
<b>Total GENERAL FUND (Asset)</b>	<u>-98,622.78</u>
10671 · Prepaid Expenses--General Fund	24,356.08
<b>BOND DEBT SERVICE FUND (Asset)</b>	
10750 · Property Tax Receivable	-376.64
<b>Total BOND DEBT SERVICE FUND (Asset)</b>	<u>-376.64</u>
<b>HOUSING FUND (Asset)</b>	
<b>FIRE PLACE OPERATIONS</b>	
10674 · FP--Prepaid Other Expenses (RG)	1,594.00
10675 · FP--Prepaid Insurance (RG)	7,200.00
<b>Total FIRE PLACE OPERATIONS</b>	<u>8,794.00</u>
<b>Total HOUSING FUND (Asset)</b>	<u>8,794.00</u>
<b>Total Other Current Assets</b>	<u>-65,849.34</u>
<b>Total Current Assets</b>	<u>5,527,957.94</u>

**Aspen Fire Protection District**  
**Balance Sheet**  
 As of February 29, 2024

	<b>Feb 29, 24</b>
<b>Fixed Assets</b>	
<b>GENERAL FIXED ASSET GROUP</b>	
10600 · Fire Trucks & Equip	5,678,654.67
10610 · Building Improvements	1,454,014.73
10615 · Buildings	30,646,666.37
10640 · Firefighting Equipment	356,066.19
10650 · Administrative	380,490.41
10665 · Land - North 40	1,700,000.00
10669 · Accumulated Depreciation	-8,461,198.93
<b>Total GENERAL FIXED ASSET GROUP</b>	<b>31,754,693.44</b>
<b>Total Fixed Assets</b>	<b>31,754,693.44</b>
<b>Other Assets</b>	
10593 · Deferred Refunding Cost	1,574,234.68
10594 · Deferred Refunding Costs-Accum.	-1,461,597.96
90103 · VPF-Def Oflow-Pens Inv Ret Diff	36,097.00
90105 · VPF-Def Oflow-Pens Contr After	150,000.00
90111 · SWDB-Def Oflow-Pens Exper Diff	208,886.34
90112 · SWDB-Def Oflow-Pens Chg Assum	104,026.24
90113 · SWDB-Def Oflow-Pens Inv Ret Dif	0.07
90114 · SWDB-Def Oflow-Pens Act/Rep Dif	14.00
90115 · SWDB-Def Oflow-Pens Chg Propor	15,413.00
90116 · SWDB-Def Oflow-Pens Contr After	132,994.92
<b>Total Other Assets</b>	<b>760,068.29</b>
<b>TOTAL ASSETS</b>	<b>38,042,719.67</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
<b>ACCOUNTS PAYABLE--by Fund</b>	
2000 · Accts Payable--General Fund	39,661.39
Accts Payable--Housing Fund	
<b>FIRE PLACE OPERATIONS</b>	
2005 · A/P--Fire Place Ops (RG)	25,700.00
<b>Total FIRE PLACE OPERATIONS</b>	<b>25,700.00</b>
<b>Total Accts Payable--Housing Fund</b>	<b>25,700.00</b>
<b>Total ACCOUNTS PAYABLE--by Fund</b>	<b>65,361.39</b>
<b>Total Accounts Payable</b>	<b>65,361.39</b>

**Aspen Fire Protection District**  
**Balance Sheet**  
 As of February 29, 2024

Feb 29, 24

<b>Other Current Liabilities</b>	
<b>CURRENT LIABILITIES</b>	
20120 · State Withholding Tax Accrual	-34.00
20125 · State Unemployment Accrual	878.83
20130 · FICA Tax Accrual	-145.36
20135 · HSAs Accrual	208.33
20160 · 457(b) Accrual	1,473.10
20162 · Vol FFs Insurances Accrual	548.28
20163 · FPPA Accrual	20.00
20310 · Federal Withholding Tax Accrual	-81.00
20317 · AVFD T-shirt Sales (+) Accrual	1,154.40
20318 · Stn Tenants' Deposits/Last Rent	3,100.00
21000 · Deferred Revenue--Prop. Tax	-98,622.78
<b>Total CURRENT LIABILITIES</b>	<u>-91,500.20</u>
<b>HOUSING FUND (Liability)</b>	
<b>FIRE PLACE OPERATIONS</b>	
23020 · FP--Security & Pet Deposits(RG)	17,700.00
23021 · FP--Last Month Rents (RG)	18,903.00
23022 · FP--Prepaid Rents (RG)	7,160.00
23024 · FP--Reserves (Maint&Cap) (AFPD)	137,445.00
<b>Total FIRE PLACE OPERATIONS</b>	<u>181,208.00</u>
<b>Total HOUSING FUND (Liability)</b>	181,208.00
2110 · Direct Deposit Liabilities (Direct Deposit Liabilities)	-93,946.87
23050 · Accrued Int. Payable--Bond Debt	37,833.75
<b>Total Other Current Liabilities</b>	<u>33,594.68</u>
<b>Total Current Liabilities</b>	<u>98,956.07</u>



**Aspen Fire Protection District**  
**Balance Sheet**  
As of February 29, 2024

	<b>Feb 29, 24</b>
<b>Long Term Liabilities</b>	
<b>HOUSING DEBT SERVICE (Liab.)</b>	
22902 · FP--COPs Payable	12,155,000.00
22903 · FP-Current Portion-COPs Payable	585,000.00
22904 · FP--COPs Premium	1,836,645.45
22905 · FP--COPs Prem. Amortization	-341,689.78
<b>Total HOUSING DEBT SERVICE (Liab.)</b>	14,234,955.67
<b>G.O.BOND DEBT SERV FUND (Liab.)</b>	
22000 · Deferred Revenue--Prop.Tax	-376.64
22900 · Bond Premium	1,100,512.25
22901 · Bond Premium- Accumulate Amort.	-1,041,086.37
23000 · Bonds Payable	3,010,000.00
23010 · Current Portion - Bonds Payable	935,000.00
<b>Total G.O.BOND DEBT SERV FUND (Liab.)</b>	4,004,049.24
90200 · VPF--Net Pension Liability	-423,406.00
90203 · VPF--Def Iflow-Pens Inv Ret Dif	403,500.00
90210 · SWDB--Net Pension Liability	-729,461.42
90211 · SWDB-Def Iflow-Pens Exp Diff	17,013.29
90213 · SWDB-Def Iflow-Pens Inv Ret Dif	488,196.00
90214 · SWDB-Def Iflow-Pens Act/Rep Dif	-27,107.24
90215 · SWDB-Def Iflow-Pens Chg Propor	630,987.97
90220 · Compensated Absences / PTO	293,932.48
<b>Total Long Term Liabilities</b>	18,892,659.99
<b>Total Liabilities</b>	18,991,616.06
<b>Equity</b>	
<b>FUND BALANCES</b>	
30005 · LT Assets minus LT Debt	13,433,883.85
30015 · Capital Acq. Fund Balance	334,920.00
30020 · Bond Debt Svc Fund Balance	1,096,483.00
30026 · Housing Fund Balance	726,552.00
30030 · WildfireCommAction Fund Balance	196,336.00
30600 · Contingency Reserve (TABOR)	236,000.00
37500 · GF - Unrestricted Fund Balance	3,172,460.00
<b>Total FUND BALANCES</b>	19,196,634.85
3900 · Retained Earnings	631,403.99
<b>Net Income</b>	-776,935.23
<b>Total Equity</b>	19,051,103.61
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>38,042,719.67</b>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	Feb 24	Jan - Feb 24	YTD Budget	Annual Budget
<b>Income</b>				
<b>GENERAL (Income)</b>				
<b>General Property Tax</b>				
31102 · Allocation--to Cap Acq Fund	0.00	0.00	141,666.70	850,000.00
31103 · Allocation--to Housing Fund	0.00	0.00	317,803.20	1,906,819.00
31104 · Allocation--to GF General	91,558.19	91,558.19	1,045,825.90	6,274,955.00
31105 · Allocation--to GF Emerg Reserve	0.00	0.00	8,333.40	50,000.00
31107 · Allocation--to GF FPPA Annual	0.00	0.00	50,000.00	300,000.00
31109 · Allocation--for Treasurer Fee	4,781.17	4,781.17	82,217.50	493,305.00
<b>Total General Property Tax</b>	96,339.36	96,339.36	1,645,846.70	9,875,079.00
31200 · Specific Ownership Taxes	24,288.56	24,288.56	41,666.70	250,000.00
36100 · Interest Earned--Prop. Taxes	-77.85	-77.85	3,000.00	18,000.00
36200 · Interest on Investments	11,514.47	25,456.62	33,333.40	200,000.00
37100 · Delinquent Taxes	-715.99	-715.99	-666.70	-4,000.00
38000 · North 40 Lease to County	4,967.21	9,693.38	10,000.00	60,000.00
38010 · County Share of Expenses @N40	0.00	0.00	6,333.40	38,000.00
38015 · Tenants' Rent & Utilities @Stwd	468.25	2,341.25	2,833.40	17,000.00
38020 · Tenants' Rent @ N40 & Woody Crk	1,170.00	2,340.00	2,500.00	15,000.00
38051 · Pano AI Cost-Sharing	0.00	0.00	20,000.00	120,000.00
38100 · Other Income (vs. Expense)	290.40	3,050.40		
38101 · Grants	0.00	0.00	29,580.20	177,481.00
38110 · Sprinkler Permit Fees(PlansChk)	2,355.90	2,355.90	10,833.40	65,000.00
<b>Total GENERAL (Income)</b>	140,600.31	165,071.63	1,805,260.50	10,831,560.00
<b>Total Income</b>	140,600.31	165,071.63	1,805,260.50	10,831,560.00
<b>Gross Profit</b>	140,600.31	165,071.63	1,805,260.50	10,831,560.00
<b>Expense</b>				
<b>PERSONNEL - District Staff</b>				
41110 · Wages & HolidayPay--Career FFs	151,503.45	282,184.53	328,934.90	1,973,609.00
41115 · Overtime (NOT TR) - Career FFs	6,874.71	9,905.16	25,000.00	150,000.00
41111 · Salaries & Wages-All Other Paid	91,048.93	173,345.20	212,553.00	1,275,318.00
41120 · Misc. Payroll Expenses	217.00	548.00	333.40	2,000.00
41125 · Employer SUI--Staff	465.33	878.83	1,167.70	7,006.00
41130 · Retirement Plan--401(a)	16,516.29	30,237.14	34,728.50	208,371.00
41132 · Pension Plan--FPPA SRP - DB	17,917.54	34,079.48	44,977.20	269,863.00
41135 · Employer Medicare--Staff	3,528.55	6,587.48	8,465.90	50,795.00
41140 · All Insurances & HSA Contrib.	42,197.78	98,269.68	105,662.90	633,977.00
41141 · Board Match--457(b) Plan	4,849.85	9,058.66	10,920.50	65,523.00
41142 · Fit/Wellness Allowance--Staff	0.00	0.00	7,500.00	45,000.00
41143 · Health Insur--Staff Dependents	7,747.64	15,483.03	20,948.70	125,692.00
41144 · Benefits Contingency - PTO Cash	0.00	0.00	5,217.20	31,303.00
<b>Total PERSONNEL - District Staff</b>	342,867.07	660,577.19	806,409.90	4,838,457.00

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	Feb 24	Jan - Feb 24	YTD Budget	Annual Budget
<b>ADMINISTRATION</b>				
41149 · County Treasurer Fee	4,781.17	4,781.17	82,217.50	493,305.00
41150 · Employer Medicare--AVFD+	0.00	0.00	125.00	750.00
41155 · Employer Social Security--AVFD+	488.79	866.08	1,666.70	10,000.00
41160 · Employer SUI--AVFD+	0.00	0.00	58.40	350.00
41180 · Employee Wellness & PeerSupport	103.50	400.65	11,666.70	70,000.00
41208 · RFV Wildfire Collaborative	10,000.00	10,000.00	1,666.70	10,000.00
41210 · Contr Labor/ Special Projects	0.00	0.00	5,000.00	30,000.00
41211 · Supplies & Expenses	3,306.76	5,459.83	6,035.20	36,211.00
41212 · Telephone Expense	2,581.67	5,269.84	6,000.00	36,000.00
41214 · Info. Systems & Support	4,923.08	7,175.41	7,500.00	45,000.00
41500 · Audit & Budget	0.00	0.00	3,916.70	23,500.00
<b>Insurance</b>				
41510 · Gen Liability/Accident & Other	0.00	-702.00	9,166.70	55,000.00
41511 · Workers' Comp	8,893.08	9,032.67	16,666.70	100,000.00
<b>Total Insurance</b>	8,893.08	8,330.67	25,833.40	155,000.00
41520 · Legal	0.00	2,767.50	8,333.40	50,000.00
41770 · Equip Repair/Replace	0.00	0.00	833.40	5,000.00
<b>Staff Vehicle Expenses</b>				
41820 · Fuel & Other	668.90	668.90		
Staff Vehicle Expenses - Other	0.00	0.00	2,500.00	15,000.00
<b>Total Staff Vehicle Expenses</b>	668.90	668.90	2,500.00	15,000.00
41840 · Administrative	4,209.10	9,418.34	10,000.00	60,000.00
41920 · Capital Outlay - Computers +	0.00	16,178.37	1,666.70	10,000.00
<b>Total ADMINISTRATION</b>	39,956.05	71,316.76	175,019.80	1,050,116.00
<b>PERSONNEL - Volunteer Staff</b>				
41860 · Vol. Fit/Wellness Allowance	0.00	0.00	8,250.00	49,500.00
41861 · Volunteer Health Insur/HSA/HRA	20,243.02	46,641.09	48,661.40	291,968.00
41870 · Volunteer Health Screenings	0.00	0.00	250.00	1,500.00
41875 · LOSAP(Length-of-Service Awards)	0.00	0.00	9,166.70	55,000.00
Volunteer Incentive Programs	0.00	0.00	3,333.40	20,000.00
<b>Total PERSONNEL - Volunteer Staff</b>	20,243.02	46,641.09	69,661.50	417,968.00

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	Feb 24	Jan - Feb 24	YTD Budget	Annual Budget
<b>FIRE FIGHTING</b>				
42205 · Firefighters' Logistics/Support	1,124.01	3,248.24	11,666.70	70,000.00
42206 · Uniforms	624.75	2,843.70	8,333.40	50,000.00
42211 · Operational Supplies & Expenses	2,372.16	5,088.98	33,333.40	200,000.00
42212 · Rescue Supplies & Expenses	0.00	620.40	2,500.00	15,000.00
42213 · EMS Supplies & Expenses	49.29	733.71	3,333.40	20,000.00
42214 · Wildfire Supplies & Expenses	1,766.50	1,788.35	5,833.40	35,000.00
42220 · Pano AI Project	0.00	0.00	26,666.70	160,000.00
42300 · Fuel	1,500.00	1,805.83	4,166.70	25,000.00
42400 · Subscriptions & Dues	1,410.00	1,410.00	583.40	3,500.00
42402 · Honor Guard	2,850.00	2,850.00	1,000.00	6,000.00
<b>Total FIRE FIGHTING</b>	<b>11,696.71</b>	<b>20,389.21</b>	<b>97,417.10</b>	<b>584,500.00</b>
<b>TRAINING</b>				
44102 · EMS Training & Records	156.13	3,272.63	5,000.00	30,000.00
44103 · FF Training & Records	2,129.88	6,942.45	16,666.70	100,000.00
44105 · Career FF Training Compensation	0.00	0.00	16,666.70	100,000.00
44211 · Supplies & Expenses	609.84	739.82	5,000.00	30,000.00
<b>Total TRAINING</b>	<b>2,895.85</b>	<b>10,954.90</b>	<b>43,333.40</b>	<b>260,000.00</b>
<b>FIRE PREVENTION</b>				
43200 · Training	316.00	1,376.32	1,666.70	10,000.00
43211 · Supplies & Expenses	2,225.22	3,013.14	1,000.00	6,000.00
43212 · Public Fire Education	0.00	1,705.00	1,166.70	7,000.00
43213 · Outsourced Plans Checks	0.00	0.00	333.40	2,000.00
43214 · Advertising--Public Education	650.00	1,300.00	1,166.70	7,000.00
<b>Total FIRE PREVENTION</b>	<b>3,191.22</b>	<b>7,394.46</b>	<b>5,333.50</b>	<b>32,000.00</b>
<b>COMMUNICATIONS</b>				
45211 · Supplies & Expenses	3,125.74	3,950.74	1,666.70	10,000.00
<b>Administration</b>				
45300 · County Dispatch Services	0.00	0.00	13,666.70	82,000.00
45301 · County Radio Services	0.00	0.00	6,666.70	40,000.00
<b>Total Administration</b>	<b>0.00</b>	<b>0.00</b>	<b>20,333.40</b>	<b>122,000.00</b>
45910 · Radio Capital Outlay	0.00	0.00	4,166.70	25,000.00
<b>Total COMMUNICATIONS</b>	<b>3,125.74</b>	<b>3,950.74</b>	<b>26,166.80</b>	<b>157,000.00</b>
<b>REPAIR SERVICES (Fleet &amp; Equip)</b>				
46200 · Pump & Equipment Testing	0.00	0.00	3,333.40	20,000.00
46211 · Supplies & Expenses & Parts	2,379.45	5,226.28	5,000.00	30,000.00
<b>Out-Source Maintenance &amp; Repair</b>				
46212 · Labor--at Other	728.11	728.11		
46213 · Labor--at County Fleet	960.00	960.00		
Out-Source Maintenance & Repair - Other	0.00	0.00	9,166.70	55,000.00
<b>Total Out-Source Maintenance &amp; Repair</b>	<b>1,688.11</b>	<b>1,688.11</b>	<b>9,166.70</b>	<b>55,000.00</b>
<b>Total REPAIR SERVICES (Fleet &amp; Equip)</b>	<b>4,067.56</b>	<b>6,914.39</b>	<b>17,500.10</b>	<b>105,000.00</b>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	Feb 24	Jan - Feb 24	YTD Budget	Annual Budget
<b>STATIONS, BUILDINGS &amp; GROUNDS</b>				
<b>Headquarters Station</b>				
48209 · Alarm Monitoring and T&I--HQ	0.00	220.00	291.70	1,750.00
48210 · Repairs & Maint. - Headquarters	6,855.17	8,136.91	3,333.40	20,000.00
48211 · Supplies & Exp. - Headquarters	365.02	1,216.40	2,166.70	13,000.00
48214 · Utilities - Headquarters	4,719.72	10,818.33	7,500.00	45,000.00
48215 · Cleaning - Headquarters	595.10	1,190.20	1,666.70	10,000.00
<b>Total Headquarters Station</b>	<b>12,535.01</b>	<b>21,581.84</b>	<b>14,958.50</b>	<b>89,750.00</b>
<b>North 40 Station</b>				
48299 · Residential Apartment --N40	0.00	0.00	83.40	500.00
48309 · Alarm Monitoring and T&I--N40	0.00	220.00	200.00	1,200.00
48311 · Repairs & Maint. - North 40	4,535.20	9,193.20	10,000.00	60,000.00
48315 · Supplies & Expenses - North 40	358.94	473.70	2,000.00	12,000.00
48320 · Utilities - North 40	4,737.27	10,267.71	10,000.00	60,000.00
<b>Total North 40 Station</b>	<b>9,631.41</b>	<b>20,154.61</b>	<b>22,283.40</b>	<b>133,700.00</b>
<b>Aspen Village Substation</b>				
48016 · Supplies & Exp.- Aspen Village	0.00	0.00	125.00	750.00
48400 · Utilities - Aspen Village	1,041.07	2,164.43	1,416.70	8,500.00
48409 · Alarm Monitoring and T&I--AV	0.00	220.00	166.70	1,000.00
48410 · Repairs & Maint.- Aspen Village	14,002.70	14,470.20	666.70	4,000.00
<b>Total Aspen Village Substation</b>	<b>15,043.77</b>	<b>16,854.63</b>	<b>2,375.10</b>	<b>14,250.00</b>
<b>Starwood Substation</b>				
48411 · Tenants' Rent - Starwood	0.00	2,809.50	1,833.40	11,000.00
48412 · Utilities & Expenses - Starwood	1,590.38	3,116.93	2,333.40	14,000.00
<b>Total Starwood Substation</b>	<b>1,590.38</b>	<b>5,926.43</b>	<b>4,166.80</b>	<b>25,000.00</b>
<b>Woody Creek Substation</b>				
47299 · Residential Apartment--WC	0.00	0.00	83.40	500.00
47301 · Supplies & Exp. - Woody Creek	0.00	0.00	83.40	500.00
47302 · Utilities - Woody Creek	1,254.27	2,587.95	2,000.00	12,000.00
47309 · Alarm Monitoring and T&I--WC	0.00	220.00	166.70	1,000.00
47310 · Repairs & Maint. - Woody Creek	460.00	797.31	500.00	3,000.00
<b>Total Woody Creek Substation</b>	<b>1,714.27</b>	<b>3,605.26</b>	<b>2,833.50</b>	<b>17,000.00</b>
<b>Total STATIONS, BUILDINGS &amp; GROUNDS</b>	<b>40,514.84</b>	<b>68,122.77</b>	<b>46,617.30</b>	<b>279,700.00</b>
<b>TRANSFER TO OTHER FUNDS</b>				
49502 · Transfer to CapAcquisition Fund	0.00	0.00	141,666.70	850,000.00
49503 · Transfer to Housing Fund	0.00	0.00	317,803.20	1,906,819.00
49507 · Xfer to Emergency Reserve Fund	0.00	0.00	8,333.40	50,000.00
49515 · Contribution--FPPA Vol. Pension	0.00	0.00	0.00	300,000.00
<b>Total TRANSFER TO OTHER FUNDS</b>	<b>0.00</b>	<b>0.00</b>	<b>467,803.30</b>	<b>3,106,819.00</b>
<b>Total Expense</b>	<b>468,558.06</b>	<b>896,261.51</b>	<b>1,755,262.70</b>	<b>10,831,560.00</b>
<b>Net Income</b>	<b>-327,957.75</b>	<b>-731,189.88</b>	<b>49,997.80</b>	<b>0.00</b>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	<u>Feb 24</u>	<u>Jan - Feb 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>CAPITAL ACQUISITION (Income)</b>				
30075 · General Property Tax Allocation	0.00	0.00	141,666.70	850,000.00
30100 · Sale of Apparatus	0.00	0.00	1,666.70	10,000.00
60100 · Interest on Investments	1,231.03	3,005.83	3,666.70	22,000.00
<b>Total CAPITAL ACQUISITION (Income)</b>	<u>1,231.03</u>	<u>3,005.83</u>	<u>147,000.10</u>	<u>882,000.00</u>
<b>Total Income</b>	<u>1,231.03</u>	<u>3,005.83</u>	<u>147,000.10</u>	<u>882,000.00</u>
<b>Gross Profit</b>	1,231.03	3,005.83	147,000.10	882,000.00
<b>Expense</b>				
<b>CAPITAL ACQ. Fund (Expenses)</b>				
<b>Cap. Outlay/Equipment/Projects</b>				
60077 · 2 fleet vehicles (response EVs)	0.00	116,746.00	26,666.70	160,000.00
60078 · drone equipment	0.00	0.00	5,000.00	30,000.00
60079 · facilities improvements	0.00	0.00	12,500.00	75,000.00
<b>Total Cap. Outlay/Equipment/Projects</b>	<u>0.00</u>	<u>116,746.00</u>	<u>44,166.70</u>	<u>265,000.00</u>
<b>Total CAPITAL ACQ. Fund (Expenses)</b>	<u>0.00</u>	<u>116,746.00</u>	<u>44,166.70</u>	<u>265,000.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>116,746.00</u>	<u>44,166.70</u>	<u>265,000.00</u>
<b>Net Income</b>	<u><u>1,231.03</u></u>	<u><u>-113,740.17</u></u>	<u><u>102,833.40</u></u>	<u><u>617,000.00</u></u>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	Feb 24	Jan - Feb 24	YTD Budget	Annual Budget
<b>Income</b>				
<b>HOUSING (Income)</b>				
31175 · General Property Tax Allocation	0.00	0.00	317,803.20	1,906,819.00
31190 · Interest on Investments	4,433.25	9,186.45	13,666.70	82,000.00
<b>FIRE PLACE OPERATIONS</b>				
31195 · FP--Total Operating Income (RG)	0.00	0.00	39,692.00	238,152.00
31196 · FP--Reserves Interest Inc(AFPD)	574.30	1,121.35	333.40	2,000.00
<b>Total FIRE PLACE OPERATIONS</b>	574.30	1,121.35	40,025.40	240,152.00
<b>Total HOUSING (Income)</b>	5,007.55	10,307.80	371,495.30	2,228,971.00
<b>Total Income</b>	5,007.55	10,307.80	371,495.30	2,228,971.00
<b>Gross Profit</b>	5,007.55	10,307.80	371,495.30	2,228,971.00
<b>Expense</b>				
<b>HOUSING Fund (Expenses)</b>				
<b>N40 Project COPs-Lease Pymts</b>				
70301 · Interest Payments	0.00	0.00	0.00	486,200.00
70302 · Principal Payments	0.00	0.00	0.00	605,000.00
<b>Total N40 Project COPs-Lease Pymts</b>	0.00	0.00	0.00	1,091,200.00
<b>FIRE PLACE OPERATIONS</b>				
70201 · FP--Total OperatingExpenses(RG)	0.00	0.00	18,694.70	112,168.00
70202 · FP--to Reserves (RG)	0.00	0.00	19,635.00	117,810.00
<b>Total FIRE PLACE OPERATIONS</b>	0.00	0.00	38,329.70	229,978.00
<b>Total HOUSING Fund (Expenses)</b>	0.00	0.00	38,329.70	1,321,178.00
<b>Total Expense</b>	0.00	0.00	38,329.70	1,321,178.00
<b>Net Income</b>	<u>5,007.55</u>	<u>10,307.80</u>	<u>333,165.60</u>	<u>907,793.00</u>

## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	<u>Feb 24</u>	<u>Jan - Feb 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>WILDFIRE COMM. ACTION (Income)</b>				
31575 · Contributions Received	0.00	5,000.00	1,666.70	10,000.00
31576 · Contributions (WCAF--Assigned)	0.00	50,000.00		
31577 · Transfers from 501(c)(3)	0.00	0.00	38,333.40	230,000.00
31580 · Grants Received	0.00	1,000.00	7,500.00	45,000.00
31590 · Interest on Investments	1,065.05	1,928.60	2,000.00	12,000.00
<b>Total WILDFIRE COMM. ACTION (Income)</b>	<u>1,065.05</u>	<u>57,928.60</u>	<u>49,500.10</u>	<u>297,000.00</u>
<b>Total Income</b>	<u>1,065.05</u>	<u>57,928.60</u>	<u>49,500.10</u>	<u>297,000.00</u>
<b>Gross Profit</b>	1,065.05	57,928.60	49,500.10	297,000.00
<b>Expense</b>				
<b>WILDFIRE C.A. Fund (Expenses)</b>				
<b>Operating Expenses</b>				
80101 · Administrative Expenses	534.12	584.12	1,000.00	6,000.00
80103 · Consultant Fees	0.00	0.00	2,500.00	15,000.00
80104 · Project Manager	0.00	0.00	25,000.00	150,000.00
80109 · Marketing	0.00	1,100.00	1,333.40	8,000.00
80111 · Other / Unanticipated	0.00	0.00	500.00	3,000.00
<b>Total Operating Expenses</b>	<u>534.12</u>	<u>1,684.12</u>	<u>30,333.40</u>	<u>182,000.00</u>
80200 · Project Expenses	0.00	0.00	16,666.70	100,000.00
<b>Total WILDFIRE C.A. Fund (Expenses)</b>	<u>534.12</u>	<u>1,684.12</u>	<u>47,000.10</u>	<u>282,000.00</u>
<b>Total Expense</b>	<u>534.12</u>	<u>1,684.12</u>	<u>47,000.10</u>	<u>282,000.00</u>
<b>Net Income</b>	<u><u>530.93</u></u>	<u><u>56,244.48</u></u>	<u><u>2,500.00</u></u>	<u><u>15,000.00</u></u>



## Aspen Fire Protection District Profit & Loss Budget Performance February 2024

	<u>Feb 24</u>	<u>Jan - Feb 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
<b>BOND DEBT SERVICE FUND (Income)</b>				
35250 · Interest on Investments	5,143.51	10,648.93	666.70	4,000.00
<b>Total BOND DEBT SERVICE FUND (Income)</b>	<u>5,143.51</u>	<u>10,648.93</u>	<u>666.70</u>	<u>4,000.00</u>
<b>Total Income</b>	<u>5,143.51</u>	<u>10,648.93</u>	<u>666.70</u>	<u>4,000.00</u>
<b>Gross Profit</b>	5,143.51	10,648.93	666.70	4,000.00
<b>Expense</b>				
<b>BOND DEBT SERVICE Fund (Expns.)</b>				
50010 · Interest Payments	0.00	0.00	0.00	105,350.00
50011 · Principal Payments	0.00	0.00	0.00	965,000.00
50020 · Fees & Expenses	0.00	0.00	366.70	2,200.00
<b>Total BOND DEBT SERVICE Fund (Expns.)</b>	<u>0.00</u>	<u>0.00</u>	<u>366.70</u>	<u>1,072,550.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>366.70</u>	<u>1,072,550.00</u>
<b>Net Income</b>	<u><u>5,143.51</u></u>	<u><u>10,648.93</u></u>	<u><u>300.00</u></u>	<u><u>-1,068,550.00</u></u>

**Fire and Police Pension Association  
Aspen FPD Volunteers 711-5  
For the Twelve Months Ending December 31, 2023**

Beginning Balance	\$3,925,417.60
<b>Plan Direct Inflows and Outflows</b>	
Member Contributions	
Employer Contributions	\$150,000.00
Contributions from the SWDD Plan	
Refunds	
Affiliations/(Disaffiliations)	
Plan Transfers	
Net Benefits	(\$395,958.06)
Plan Directed Expenses	(\$1,400.00)
State Funding	\$40,000.00
Plan Direct Inflows and Outflows Sub-Total	<u>(\$207,358.06)</u>
<b>Allocated Income and Expense</b>	
Interest	\$25,842.51
Dividends	\$19,270.30
Other Income	\$3,537.53
Net Change Accrued Income	\$2,122.46
Unrealized Gain/Loss	\$276,834.01
Realized Gain/Loss	\$69,772.56
Defined Contribution Earnings (Net)	
Investment Expenses	(\$32,255.86)
Direct Expense Allocation	(\$1,558.08)
Other Expenses	(\$19,449.72)
Allocated Income and Expense Sub-Total	<u>\$344,115.71</u>
Ending Balance	<u><u>\$4,062,175.25</u></u>

**MEMORANDUM**

**To:** Affiliated Volunteer Pension Plan Employers  
**From:** Peggy Job, Senior Accountant  
**Re:** Year Ending December 31, 2024  
 Allocation Report, Annual Contributions Received & Direct Expense Allocation Summary  
**Date:** February 14, 2024

**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 12/31/2023	Quarter	Year to Date	1 Year	3 Years	5 Years
Total Pool Net of Investment Expense*	5.02%	9.97	9.97	5.29	8.76

\*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
2023	0.17%	0.83%	1.00%
2022	0.14%	0.80%	0.94%
2021	0.12%	0.81%	0.93%
2020	0.13%	0.79%	0.92%
2019	0.13%	0.80%	0.93%

**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 Annual Comprehensive 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 amount is not correct, please send a written response to FPPA by March 31, 2024. If FPPA does not receive a response March 31, 2024, you are confirming that these report items are correct.**

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

FPPA provides a schedule of your 2023 contributions received by FPPA year to date. This schedule compares contributions received in the current year to the actuarial required contributions for 2023. **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.**

### ***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.

#### **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).

---

**Allocation Report Descriptions**

---

*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.

# Fire and Police Pension Association

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

For the Reporting Period: 01/01/2023 through 12/31/2023

<b>Deposit Date</b>	<b>Employer Contributions</b>	<b>State Matching Funds</b>	<b>Total Remittance</b>
11/21/2023	\$0.00	\$40,000.00	\$40,000.00
12/21/2023	\$150,000.00	\$0.00	\$150,000.00
<b>Total Remittance</b>			\$190,000.00
<b>Calculated Contribution per the 01/01/2021 Actuarial Study</b>			\$141,868.00
<b>Difference Over/(Under)</b>			\$48,132.00

**Note: The Calculated Contribution amount is due to FPPA before 12/31/2023**

**Fire and Police Pension Association  
 Direct Expense Allocation Summary  
 Aspen FPD Volunteers 711-5  
 For the Twelve Months Ending December 31, 2023**

Type of Expense	2023 Budget	Year-to-Date Expenses	Payment of 2023 Expenses
Actuarial Expenses	\$1,388.40	\$1,282.06	
Audit Expenses	\$160.33	\$160.32	
Other Asset Allocation Study Expenses			
<b>Total Direct Allocated Expenses &amp; Payments</b>	<b>\$1,548.73</b>	<b>\$1,442.38</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.**

INTERGOVERNMENTAL AGREEMENT  
For Wildfire Monitoring Camera Funding and Operation

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Aspen, whose address is 427 Rio Grande Place, Aspen Colorado 81611 (the “City”), the Board of County Commissioners of Pitkin County Colorado, whose address is 530 East Main St., Aspen Colorado 81611 (the “County”), the Town of Snowmass Village, whose address is 130 Kearns Road, Snowmass, Colorado 81615 (the “Town”), the Aspen Fire Protection District, whose address is 420 East Hopkins Avenue, Aspen, Colorado 81611 (“AFPD”), and Roaring Fork Fire Rescue Authority, whose address is 1089 JW Drive, Carbondale, Colorado, 81623 (“RFFRA”)

RECITALS

There currently exists four (4) wildfire monitoring camera stations located on Pitkin County Communication sites that monitor strategic wildland areas for smoke and allows for early wildfire detection and response, and

The County, the City, and the AFPD have jointly funded the annual expense and operation of the camera network to date, and

The County, the City, the Town, AFPD, and RFFRA desire to continue the operation and upkeep of the wildfire camera monitoring system, and

The operation of the camera system aims to reduce the response time of wildfires, and reduce chances that those small fires become large and catastrophic wildfires, and

The parties desire that this Agreement supersedes all prior agreements regarding Wildfire Monitoring Camera funding.

AGREEMENT

NOW, THEREFORE, for in consideration of the mutual promises and agreements of the parties and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. The City, the County, the Town, AFPD, and RFFRA hereby agree to share the costs of the camera system equally. In 2024, annual costs are estimated at \$32,000 per entity, which may be subject to increase in each subsequent year.
2. The AFPD shall be the primary contractor and financial agent between the camera vendor and the members of this agreement.
3. The proposed and estimated annual expenses for the operation of the cameras shall be provided by AFPD to other parties of this IGA by August 1 of each year for incorporation into each agency’s annual budgets.



4. The parties acknowledge that needs may arise for the maintenance of the equipment that could not be anticipated in the annual budget, due to unforeseen failures. Should the need for such unforeseen expenditures arise, the AFPD shall notify the parties as promptly as possible. The parties agree to work cooperatively and promptly in this circumstance to make necessary funding available to keep the wildfire camera program operating while budget revisions are processed in accordance with the applicable budget protocols.
5. Terms and Extensions. This agreement shall commence upon the date first written above and shall continue each year through written consent as determined by the Participating Members.
6. Assignability. This agreement is not assignable by any party hereto.
7. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.
8. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.
9. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
10. Termination Prior to Expiration of Term. Any Party has the right to terminate or withdraw from this Agreement, with or without cause, by giving written notice to the other Parties of such termination and specifying the effective date thereof. Such notice shall be given at least sixty (60) days before the effective date of such termination. Termination of the Agreement relieves the cancelling or withdrawing Party of any further responsibility under this Agreement.
11. Notice. 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: Pitkin County  
Jon Peacock, County Manager  
530 East Main Street, Ste 302  
Aspen, CO 81611  
Jon.peacock@pitkincounty.com

With copies to:  
Pitkin County Attorney's Office  
530 East Main Street, Ste. 301  
Aspen, CO 81611  
attorney@pitkincounty.com

To: City of Aspen  
Sara Ott, City Manager

With Copies to:  
City of Aspen Attorney

130 South Galena St  
Aspen CO 81611  
Sara.ott@cityofaspen.com

130 South Galena Street  
Aspen, CO 81611  
attorney@cityofaspen.com

To: Aspen Fire Protection District  
Rick Balentine, Chief  
420 E. Hopkins Ave.  
Aspen, CO 81611  
rick.balentine@aspenfire.com

To: Town of Snowmass Village  
Clint Kinney, Town Manager  
130 Kearns Road  
Snowmass Village, CO 81615  
ckinney@tosv.com

With Copies To:  
Town of Snowmass Village Attorney  
130 Kearns Road  
Snowmass Village, CO 81615  
jdresser@tosv.com

To: Roaring Fork Fire Rescue Authority  
Scott Thompson, Chief  
1089 JW Drive  
Carbondale, Colorado, 81623  
sthompson@roaringforkfire.org

12. Government Immunity. The parties agree and understand that all parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.
13. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the parties' bonds or any obligations payable from any class or source of each individual party's money.
14. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
15. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

16. Attorney Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney fees.
17. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
18. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The foregoing Agreement is approved by the Aspen City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

The foregoing Agreement is approved by the Town of Snowmass Village Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

The foregoing Agreement is approved by the Board of the Aspen Fire Protection District at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

The foregoing Agreement is approved by the Board of the Roaring Fork Fire Rescue Authority at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

In witness whereof the parties hereto have caused this agreement to be executed as of the day and year first written.

BOARD OF COUNTY COMMISSIONERS  
OF PITKIN COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeanette Jones  
Deputy County Clerk

By: \_\_\_\_\_  
Steven F. Child, Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MANAGER APPROVAL

\_\_\_\_\_  
John Ely, County Attorney

\_\_\_\_\_  
Jon Peacock, County Manager

\_\_\_\_\_  
Jeff Krueger, Telecommunications  
Manager

ATTEST

ASPEN CITY COUNCIL

By: \_\_\_\_\_  
City of Aspen Clerk

By: \_\_\_\_\_  
Torre, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM

MANAGER APPROVAL

\_\_\_\_\_  
Austin Weiss, Parks and  
Recreation Director

\_\_\_\_\_  
Sara Ott, City Manager

\_\_\_\_\_  
Jim True, City of Aspen Attorney

ATTEST

SNOWMASS TOWN COUNCIL

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Bill Madsen, Mayor

Date: \_\_\_\_\_

MANAGER APPROVAL

\_\_\_\_\_  
Clint Kinney, Town Manager

\_\_\_\_\_  
Jeff Conklin, Town Attorney

ATTEST

ASPEN FIRE PROTECTION DISTRICT

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

By: \_\_\_\_\_  
John Ward, Board President

Date: \_\_\_\_\_

FIRE CHIEF APPROVAL

\_\_\_\_\_  
Rick Balentine, Fire Chief

Date: \_\_\_\_\_

ATTEST

ROARING FORK FIRE RESCUE  
AUTHORITY

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

By: \_\_\_\_\_  
Ed Van Walraven, Board President

Date: \_\_\_\_\_

FIRE CHIEF APPROVAL

\_\_\_\_\_  
Scott Thompson, Fire Chief

Date: \_\_\_\_\_





# Aspen Fire Protection District Monthly Staff Report - February 2024

---

## Fire Marshal Report:

ACTIVITY	QUANTITY
<b>Inspections</b> (sprinkler, alarm, tents, tanks)	33
<b>Plan Reviews</b> (Sprinkler, alarm, preliminary building review, access, tent, solar, Ansul system, hood systems)	30
<b>Site Visits / Meetings</b>	31
<b>Fire &amp; Life Safety Inspections</b> (including Tents)	3

- **Prevention Activities:**

- Our Fire Inspector has been hired!!! Zachary Abley will be joining us. He has an extensive career in the fire service and has been a member of Las Vegas Fire Rescue. Fortunately for us, he and his family moved to the Roaring Fork Valley about six months ago and decided to make it home. Welcome, Zachary!
- The major events this past month included the Palm Tree Festival, followed by World Cup. Both involved a number of pre-event meetings, followed by various inspections of the respective sites.
- School Safety Meeting: Ben will be meeting with the School to as they update their evacuation route plan. This planning is being done as a follow-up to address issues identified during their last fire drill. They are looking at doing a table top with school resource officers, principals, and Aspen Fire to better handle evacuations.
- I did a site visit recently at one of our multi-family residential buildings to answer questions pertaining to plans to retrofit their building for fire sprinklers. This is being insurance driven. Besides sprinklers, they are also looking at upgrading the building fire alarm system and electrical system. I'm quite sure this won't be the last such site visit we do.

- **Prevention Trainings:**

- I attended a virtual ICC Educational Conference the week of February 26, which proved to be a very worthwhile week of classes. It was a great learning experience, along with an opportunity to gain continuing educational units.
- Ben attended the in-person ICC Conference in Loveland the week of March 3. Besides earning CEU's, this conference was a good networking opportunity for him, as well as a great learning experience.
- Ben and I will both be participating in a training March 14 & 15, Assessing Structure Ignition Potential. This is an NFPA (Nat'l Fire Protection Assoc.) course, described as interactive, which should prove to be very interesting and valuable.



## Aspen Fire Protection District Monthly Staff Report - February 2024

---

### OPERATIONAL RESPONSE REPORT (report #849):

TOTAL CALLS	193
<b>(100) Fire</b> (i.e. structure, cooking fire, dumpster, wildland)	1
<b>(200) Overpressure Rupture, Explosion, Overheat (No Fire)</b> (i.e. rupture from steam, overpressure rupture from air or gas, chemical reaction, explosion, excessive heat/scorch burns)	0
<b>(300) Rescue &amp; Emergency Medical</b> (i.e. medical assist, vehicle accidents, removal from elevator, extrications, water/ice rescue)	26
<b>(400) Hazardous Condition</b> (i.e. gas leak, chemical spill, electrical/wiring problem, carbon monoxide, aircraft standby, vehicle accident clean up)	17
<b>(500) Service Call</b> (i.e. smoke/odor removal, assist other agency, person in distress, water problem, animal problem)	7
<b>(600) Good Intent Call</b> (i.e. dispatched and cancelled enroute, authorized controlled burning, steam/vapor/dust thought to be smoke, hazmat release with no hazmat)	57
<b>(700) False Alarm, False Call</b> (i.e. alarms due to malfunction, unintentional alarms, pull station alarm activated maliciously or by accident)	83
<b>(800) Severe Weather &amp; Natural Disaster</b> (i.e. flood, windstorm, lightning strike with no fire, earthquake)	0
<b>(900) Special Incident Type</b> (calls mistakenly paged out, informational pages, alarm tests)	2

### February 2024 Operations Overview

**Incidents: Fire at Willows Condos in Snowmass, 3.6.24.**



# Aspen Fire Protection District Monthly Staff Report - February 2024

---







# Aspen Fire Protection District Monthly Staff Report - February 2024

---





# Aspen Fire Protection District Monthly Staff Report - February 2024

---





# Aspen Fire Protection District Monthly Staff Report - February 2024

---







# Aspen Fire Protection District Monthly Staff Report - February 2024

---





# Aspen Fire Protection District Monthly Staff Report - February 2024

---







# Aspen Fire Protection District Monthly Staff Report - February 2024

---





# Aspen Fire Protection District Monthly Staff Report - February 2024

---







# Aspen Fire Protection District Monthly Staff Report - February 2024

---





# Aspen Fire Protection District Monthly Staff Report - February 2024

---

## Events: birthday party at the station







# Aspen Fire Protection District Monthly Staff Report - February 2024

---

## Training Report (Report #1625)

Type of Class	# Classes	Total Class Hours	Total # Members Attended	Total Combined Member Hours
In House - DO Aerial Ops				
In House - DO Driving	1	2:00	4	8:00
In House - DO Pumping	3	3:05	11	10:45
In House - EMS	10	15:19	86	135:31
In House - Fire Officer / Command	10	8:15	41	36:00
In House - Firefighter	25	46:55	120	246:04
In House - Monthly Training				
In House - Hazmat				
In House - Tech Rescue	7	13:00	53	102:00
In House - Wildland FF	1	1:00	5	5:00
Miscellaneous	2	4:00	7	14:00
Outside Training	6	53:00	7	89:00
<b>TOTAL</b>	<b>65</b>	<b>146:34</b>	<b>334</b>	<b>646:20</b>



## Aspen Fire Protection District Monthly Staff Report - February 2024

---

### Aspen Fire Training Division Report - March 2024

The February fire training was on Photovoltaic systems and the hazards they create for firefighters taught by Lt Arywitz.

The medical training was on Cold Emergencies taught by our two newest lateral hires, Mo McPhee and Claudia Kirby

We had a special training for Ice Rescue at the golf course pond which included individual rescues and use of our inflatable craft for multiple rescues.



Another special training coming up will be on Urban Avalanche Rescue. These are offered over and above our normal monthly trainings.

The Class of 2024 are progressing well in their academy. They will begin their testing processes to complete the academy soon. Once their academy is complete, they will move directly into Hazmat class and it's testing processes.



Pictured here is Recruit Lance Ammerman who showed up on the Willows Fire in Snowmass and was put to work by the incident commander doing accountability on a very complicated scene.



## Aspen Fire Protection District Monthly Staff Report - February 2024

---

With the wildland season just around the corner we have a large number of firefighters who will be attending a number of classes including Advanced Firefighter, Portable Pumps, Sawyer, Crew Leadership, Fire Operations in the WUI, Task Force Leader and Helitack Crew Member.

We have a number of firefighters who are advancing themselves through multiple outside training programs. Here is a listing of the classes that we have firefighters enrolled in over the next few months:

- Paramedic Class - 1 firefighter
- Chief Officer Training Curriculum - 2 Battalion Chiefs (18 month class)

### Wildfire Report

	# Completed for Month	Year-to-date
Wildfire Risk Assessments (Not available from Nov 1 <sup>st</sup> - April 30 <sup>th</sup> )	0	75
Wildfire Risk Map Curbside Assessments	0	510

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this “Agreement”) is made as of the **X day of Month, 2024**, by and between the Aspen Fire Protection District (“Licensor”), and WE-CYCLE, a Colorado not-for-profit corporation (“Licensee”), with reference to the following recitals. Licensor and Licensee may each be referred to herein as a “Party” and collectively as the “Parties”.

### RECITALS

- A. Licensor is the owner of that certain real property described on Exhibit A attached hereto and commonly known Fire Place, located at 62 Front Way, together with any improvements thereon and appurtenances thereto.
- B. Licensee desires to use a **30' x 6'** portion of the outdoor area of Licensor’s Property as shown on Exhibit B attached hereto (the “Premises”) for the installation and operation of a WE-cycle bicycle sharing station (the “Station”).
- C. Subject to the terms and conditions of this Agreement, Licensor agrees to permit Licensee to use the Premises, all as more fully described herein.

### **A G R E E M E N T**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with reference to the foregoing Recitals (which are, by this reference, incorporated herein), Licensor and Licensee hereby agree as follows:

- License**. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the License Term (defined below), a license over, across and under the Premises, together with access rights over the Property for ingress and egress to and from the Premises (collectively, the “License”). Licensee shall use the License for the installation, operation, use, repair and replacement of the Station. During the License Term, Licensee, and any employees, agents, members, officers, directors, guests, users, invitees and permittees of Licensee, may access the Premises and use the Station in connection with Licensee’s operation of a bicycle share program, which use shall include the taking, dropping-off and storage of bicycles and electric bicycles, twenty-four hours per day, seven days per week. Except for construction, installation, repair and replacement of the Station, together with any improvements, equipment, facilities and signage used in connection therewith, Licensee shall not construct any other improvements on the Property.



2. **License Term.** The License granted herein shall commence on \_\_\_\_\_, 2024 and expire on \_\_\_\_\_ (the "License Term"). The License Term shall automatically renew for successive one (1) year periods unless either party provides written notice of termination to the other Party at least thirty (90) days prior to the end of the current License Term.
3. **License Fee.** No fee or payment shall be due from Licensee on account of the License; provided, however, the parties agree that his Agreement is supported by other good and valuable consideration and the other mutual benefits and detriments of this Agreement.
4. **Terms and Conditions of License.**
  - (a) Licensee shall use the License in accordance and compliance with all applicable laws, regulations and requirements of all governmental bodies and authorities, whether federal, state or local.
  - (b) Licensee shall not permit any claim, lien or other encumbrance arising from its use of Licensor's Property to accrue against or attach to the Property. In the event of any claim, lien or other encumbrance against the Property arising from Licensee's use of the Premises, License shall cause such claim, lien or encumbrance to be released, terminated or bonded over within thirty (30) days after Licensee becomes aware of such lien, claim or encumbrance.
  - (c) Licensee shall not impair or impeded Licensor's access to the Property at any time. During WE-cycle's Operating Season, **May through October**, (the "Operating Season") the bicycle sharing station will be regularly used and maintained. **During the Off-Season, the months of November through April (the "Off-Season")**, the bicycle sharing station will be maintained but not operational.
  - (d) Licensee hereby expressly agrees not to cause any material damage to the Licensor's Property and expressly agrees that in the event of any such material damage, Licensee shall pay to Licensor all costs and expenses incurred by Licensor to repair such damage. Licensee shall not be responsible for damage caused by persons other than Licensee or Licensees users.
  - (e) Licensee shall not (i) use the Premises in any manner which constitutes a public or private nuisance or waste, (ii) use, treat, store or dispose of hazardous or toxic materials on the Premises, or (iii) use the Premises in any

manner which renders the insurance on the Premises void, provided that Licensor delivers written notice of such voiding of insurance and Licensee has at least a twenty (20) day period to resolve such issue.

- 5. Termination.** Unless terminated earlier in accordance with the terms and conditions of this Agreement, the License shall automatically terminate and be of no further force as of the expiration of the License Term (including any renewal term). Notwithstanding anything to the contrary contained herein, this Agreement and the License granted herein may be terminated by either Party upon any breach by the other Party of any of the provisions, terms and conditions contained in this Agreement; provided, however, that the non-breaching Party is provided written notice of such breach and at least a twenty (20) day opportunity to cure such breach prior to termination. Upon the termination of this Agreement, Licensee shall immediately remove from Licensor's Property all personal property of Licensee and shall deliver it to Licensor in the same condition as of the date hereof. If Licensee does not vacate the Premises at the end of the License Term, in addition to all other remedies available to Licensor at law or in equity, Licensee shall pay to Licensor the sum of \$50.00 per day for each day until it vacates the Premises. Licensor shall also have the right to remove all personal property of Licensee from the Premises and to store the same at Licensee's cost or to sell or dispose of the same in accordance with applicable laws.
- 6. Insurance.** Licensee shall at all times during the term of this Agreement and at its own cost and expense procure and maintain, general liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and \$3,000,000 in the aggregate to protect Licensor against liability for injury to or death of any person or damage to property in connection with the use, occupancy, operation or condition of Licensor's Property. Such policy shall name Licensor as an additional insured and a certificate evidencing the existence and amount of such insurance shall be delivered to Licensor by Licensee upon commencement of the License Term (including any renewal term) or use of the Premises. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section 6 shall be deemed to limit or restrict in any way Licensee's liability arising under or out of this Agreement. The Licensee's insurance policy referred to above shall be the primary coverage in the event of any claims made against Licensor by reason of the acts of Licensee (or its members, agents, employees, officers, directors, customers, invitees or licensees) in or about Licensor's Property, and shall contain contractual liability coverage. Licensee shall also maintain Workers' Compensation Insurance in respect of bodily injury, sickness, disease or death of any personnel as required by any employee benefits acts or other applicable statutes in effect in Colorado.

7. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor and its agents, members, managers, officers, directors, and employees from and against any and all claims, damages, fines, penalties, losses and expenses, whether direct, indirect or consequential, including but not limited to attorneys' fees and costs, arising out of or resulting from the use by Licensee (or its members, agents, employees, officers, directors, customers, invitees or licensees) of the Premises or as a result of Licensee's breach of this Agreement. This indemnity shall survive the termination of this Agreement. To the fullest extent permitted by law, Licensor shall indemnify, defend and hold harmless Licensee and its agents, members, managers, officers, directors, and employees from and against any and all claims, damages, fines, penalties, losses and expenses, whether direct, indirect or consequential, including but not limited to attorneys' fees and costs, arising out of or resulting from damage to the Station caused by Licensor or any invitees or permittees of Licensor or as a result of Licensor's breach of this Agreement. These indemnities contained herein shall survive the termination of this Agreement.
8. **Release, Repairs and Alterations.** Licensee acknowledges and agrees that the Premises shall be delivered to Licensee in its "as-is, where-is" condition with all faults. Licensor makes no representations or warranties of any kind or nature regarding the condition of the Property, and Licensee hereby acknowledges and agrees that no such warranties or representations have been made. Licensee's use of the Premises and any personal property of Licensee located thereon shall be at Licensee's sole risk. Licensee and its agents, employees, members, managers, officers and directors hereby waive and release Licensor and its employees, member, and managers from any and all claims, causes of action, liabilities, costs, damages (including those for personal injury) and expenses which Licensee or its members, agents, employees, officers or directors may suffer in connection with the entry upon or use of Premises. In order to render the Premises functional for installation and operation of the Station, Licensor shall allow Licensee to make the alterations listed on Exhibit B, Figure B. Any repairs required to be made to the Premises during the term of the License shall be made by Licensee at its sole cost and expense. Licensee shall not make any alterations to the Premises without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.
9. **Governing Law.** The provisions of this Agreement shall be governed and construed according to the laws of the State of Colorado.
10. **Modification.** This Agreement contains the entire understanding of Licensor and Licensee with respect to the subject matter thereof and hereof and supersede all prior understandings and agreements, whether oral or written, between them with respect to

the subject matter hereof and thereof. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom any change, modification or discharge is sought.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall constitute one and the same instrument. Counterparts exchanged by electronic mail transmission shall be valid as original counterparts.
12. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served (a) if delivered in person to the party to whom it is addressed or (b) three (3) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, or (c) when delivered by a nationally recognized overnight delivery courier, addressed to the addresses set forth below or (d) when sent by e-mail or facsimile upon the receipt by the sending party of a reply email from the receiving party or other confirmation of delivery.

If to Licensor: Aspen Fire Protection District

420 East Hopkins Ave.

Aspen, CO 81611

Attn: Rick Balentine

If to Licensee: WE-cycle

465 North Mill Street, Unit #3

Aspen, Colorado 81611

Attn: Mirte Mallory

Either party may change the name of the person or address to which notices or other communications are to be given by so notifying the other party in the manner provided herein.

13. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.
14. **Assignment or License.** In no event shall Licensee assign this Agreement or allow all or any portion of the Premises to be sublet or licensed to any other party, except as otherwise provided here.

**LICENSOR:**

Name

By:

---

John Ward

Its: President **AFPD Board of Directors**

**LICENSEE:**

WE-CYCLE, a Colorado not-for-profit corporation

By:

---

Mirte Mallory

Its: Executive Director

# ASPEN FIRE DISTRICT | NORTH FORTY

Figure A: Context

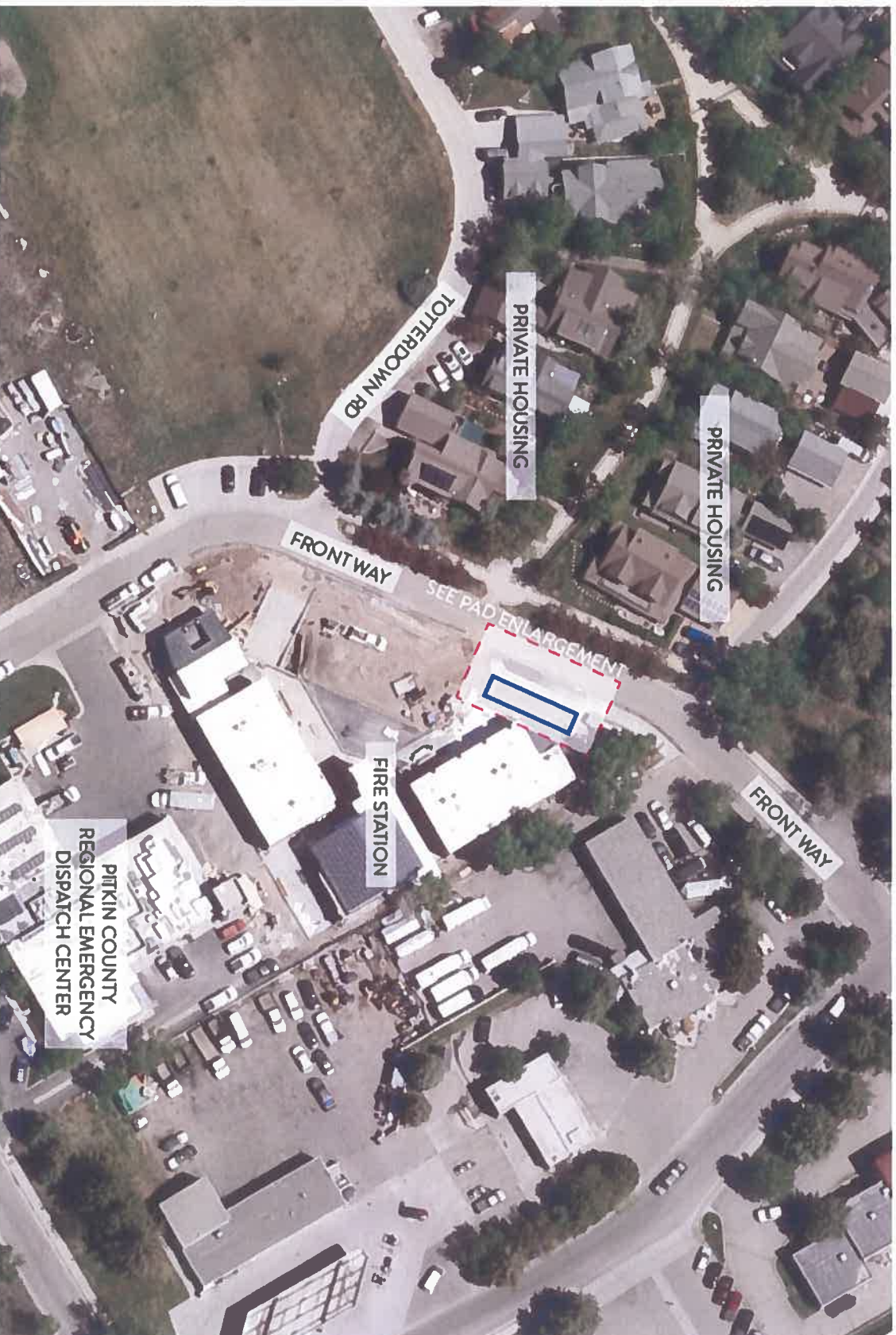




Figure B: Specific Location, Footprint, Alterations

**ASPEN FIRE DISTRICT | NORTH FORTY - PAD ENLARGEMENT**

