ESTES VALLEY FIRE PROTECTION DISTRICT

BOARD MEETING

MONDAY, JULY 27, 2026

4:30 PM

AGENDA

1. CALL TO ORDER – President, Sandi Smith
2. PLEDGE OF ALLEGIANCE - Chief Nunn
3. ROLL CALL - Rebecca Gelsinger
4. APPROVAL OF AGENDA
5. PUBLIC COMMENT * Public comments are limited to 3 minutes per person
6. APPROVAL OF MINUTES: Meeting minutes from June 22, 29 & July 14, 2026
7. PUBLIC HEARINGS/ITEMS OF BUSINESS
    a. Election Update
        i. Resolution Calling for a November 3, 2026, Special Election and Appointing a Designated Election Official – Ashley Hernandez-Schlagel
        ii. HB24B-101 Property Tax Revenue Growth Limit - Ashley Hernandez-Schlagel
    b. Financial Matter
        i. 2025 Audit Report – Steve Dazzio
        ii. Treasurer's Report – Treasurer, Ryan Leahy
        iii. Approval of June 2026 Paid Bills – Treasurer, Ryan Leahy
    c. Welcome New Fire Chief, Kevin Nunn – President, Sandi Smith
    d. Wildfire Resiliency Code Cooperative Agreement – Div. Chief, Jon Landkamer
    e. Larimer County Emergency Management OEM Grant Agreement - Div. Chief, Jon Landkamer
    f. CWDG Thunder Mountain Mitigation Project Contractor Award - Div. Chief, Jon Landkamer
8. REPORTS
    a. Community Risk Reduction Division
    b. Operations & Training Division
    c. Volunteer Captain Report
    d. Chief's Report
9. MINI BRIEFING
    a. Wildland Response

10. UNFINISHED OR OLD BUSINESS
11. NEW BUSINESS – President, Sandi Smith, to call for board members to state any new business.
12. ANNOUNCEMENTS
    a. NEXT REGULARLY SCHEDULED MEETING: Monday, August 24, 2026, at 4:30 pm.
13. ADJOURNMENT

The Mission of the Estes Valley Fire Protection District is to provide the citizens of and visitors to the Estes Valley with superior fire prevention, fire protection, and emergency services in a safe and efficient manner.

“The Mission of the Board of Directors of the Estes Valley Fire Protection District is to establish policy, goals, strategies, and financial leadership that are the foundation for the long-term sustainability of the District.”

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #4

Agenda Title:
Discussion/action re: Agenda

Submitted by:
Sandi Smith, Board President

Background Information:

Attachments:

☒ Agenda	☐ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

A motion to (approve, deny, or modify) the agenda for the July 27, 2026, board meeting.

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

Meeting Minutes: June 22, 2026

RECORD OF PROCEEDINGS

Meeting Minutes of the Estes Valley Fire Protection District
June 22, 2026, 4:30 pm
Dannels Fire Station, 901 N. St. Vrain Ave., Estes Park, CO 80517

Board: Sandra Smith, Scott Dorman, Ryan Leahy, Jon Smith, Jeff Robbins

Absent:

Staff: Chief Warren Jones, Chief Justin Kearney, Division Chief Jon Landkamer, Captain Stacey Sutherland, Logan Lasley, Marinda Baxter, Rebecca Gelsinger, Sara Barden

Also Attending: Dot Dorman, Michael Barnthouse, Diana Ver Der Ploeg, Nathan Meulener, Patti Brown, Rick Spear, Jack & Kathy Kister, Ashley Hernandez-Schlagel, Jefferey Bear, Steven Rodriguez, Katie Stiner, Kevin Nunn, Marianne Baxter, Mark Igel, Dylan Wallace, Nola Greenwald, Peter Bryan, Rob Bruchwalski, Trevor Igel, Don Lombardi, Mike Sweezy, Nicole Friel, Julie Blaker, Randy Repola

Sandra Smith called the regularly scheduled board meeting to order at 4:54 pm.

APPROVAL OF AGENDA
Moved by Jon Smith and seconded by Ryan Leahy to approve the agenda.
Motion carried unanimously.

PUBLIC COMMENT
None

APPROVAL OF MINUTES
Moved by Jeff Robbins and seconded by Scott Dorman to approve the meeting minutes from the June 1 meeting.
Motion carried unanimously.

ITEMS OF BUSINESS

Financial Matters

2025 Audit
The Audit Committee reported that the Board has received and reviewed the draft 2025 audit, which satisfies current filing requirements. The Audit Committee plans to meet with the auditor in early July to review the audit in detail and will present the final audit to the Board at the July 27, 2025, meeting. No Board action was required at this time.

Treasurer's Report
Steven Rodriguez presented the May financial report. He reported that tax revenue collections were strong during the month, helping to recover much of a prior shortfall, although revenues remained below budget year-to-date. Sales tax revenues continued to exceed budget projections, while non-levy revenues were generally in line with expectations. Expenses remained consistent with budgeted trends, with higher professional fees in May primarily attributable to costs associated with the sales tax ballot measure and ongoing legal expenses. Steven also reported that the Wildland Risk Reduction Fund (1A) has been established as a separate QuickBooks file and financial reporting structure.

Process for Bill Approvals
Ryan Leahy provided an update on ongoing efforts to refine the district's bill payment process during personnel transitions. He explained that discussions have focused on invoice entry and payment dates within the bill payment system to ensure timely processing and avoid delays. Ryan noted that the current approach is intended to allow payments to be released promptly and

prevent invoices from becoming overdue with vendors. The Board discussed the issue and asked clarifying questions regarding delinquency notices and vendor payments. Ryan reported that no invoices are currently delinquent and that the process is still being evaluated and documented. No Board action was requested or taken.

<u>May Paid Bills</u>
Ryan Leahy reported that he reviewed all bills paid and due, as well as the financial statements received. He stated that the financial records accurately reflect the Fire District's operations and that all expenditures and financial activities appear appropriate.

Moved by Jeff Robbins and seconded by Jon Smith to approve the transactions listed on the Treasurer's report provided at the June 22, 2026, meeting.
Motion carried unanimously.

<u>2023 CWDG Larimer County Emergency Services Contract</u>
Sara Barden presented a proposal to begin fuel reduction work under the 2023 Community Wildfire Defense Grant (CWDG) Thunder Mountain Project. The project includes the treatment of 200 acres identified as high wildfire risk in the Community Wildfire Protection Plan. Sara requested authorization to expend $80,000 from 1A to contract with Larimer County Emergency Services' Phantom Canyon Crew for fuel reduction treatment on 20 acres adjacent to Rocky Mountain National Park and YMCA property.
Sara reported that the project is grant-funded and that expenditures will be reimbursed upon completion of work. The Board was informed that the grant provides $550,000 in funding, supplemented by a $175,000 contribution from the Town of Estes Park and an additional $10,000 contribution from the Estes Valley Watershed Coalition. No treatment work has yet been completed under the 200-acre project.
Board members discussed project costs, reimbursement procedures, project timelines, and remaining treatment acreage. It is noted that the project would be completed with the allocated funds. Jon and Sara explained that the initial 20 acres require hand-thinning and pile-building due to terrain limitations, while the remaining 180 acres are expected to be completed through a competitive bid process using mechanical treatment methods. Sara anticipates issuing a request for proposals by the end of June, with work on the remaining acreage potentially beginning in August. The grant completion deadline is July 30, 2029.

Moved by Scott Dorman and seconded by Jon Smith to approve the 2023 CWDG Larimer County Emergency Services Contract
Motion carried unanimously.

<u>Recommendation of the Fire Chief from the Search Committee</u>
Sandi presented the Fire Chief Search Committee recommendation for the appointment of the district's next Fire Chief. The Board was informed that the recruitment process included four finalist candidates and multiple interview panels composed of Board members, search committee members, community representatives, partner agencies, and stakeholders. Panel recommendations were reviewed by the search committee with assistance from the district's consultant.
Following a review of candidate qualifications, interview results, panel feedback, and reference checks, the Search Committee recommended appointing Kevin Nunn as Fire Chief. The committee cited Mr. Nunn's prior experience as a fire chief, wildfire mitigation and management expertise, experience with public funding initiatives, strategic planning background, leadership abilities, partnership-building skills, and strong professional references as key factors supporting the recommendation.
Board members discussed the recruitment process, the qualifications of the finalists, and the strengths identified in Mr. Nunn's candidacy. Board members expressed appreciation for the extensive community and stakeholder participation throughout the selection process and affirmed their commitment to supporting the successful onboarding of the new Fire Chief.

Meeting Minutes: June 22, 2026

Moved by Scott Dorman and seconded by Jeff Robbins to approve the recommendation of the Fire Chief from the Search Committee
Motion carried unanimously.

Appointment of the Chief Contract Negotiation Committee
The Board discussed forming a committee to negotiate an employment contract with the selected Fire Chief candidate, contingent upon the candidate's acceptance of the position. Following the discussion, the Board agreed to appoint a Fire Chief Contract Negotiation Committee consisting of John Smith and Sandra Smith.

Moved by Jeff Robbins and seconded by Ryan Leahy to the appointment of the chief contract negotiations.
Sandi Smith & Jon Smith did not vote
Motion carried.

Executive Session
Moved by Scott Dorman and seconded by Ryan Leahy to enter into executive session pursuant to C.R.S. 24-6-402(4)(b) for the purpose of receiving legal advice from the District's legal counsel related to the Fire Chief hiring process and Executive Session pursuant C.R.S. 24-6-402(4)(b) and 4(e) for the purpose of receiving legal advice from the District's legal counsel related to the Fire Chief hiring process and for purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators related to a Fire Chief contract.
Motion carried unanimously

REPORTS

Community Risk Reduction Division

Prevention Division:

- Wildland Fire Risk Reduction Educator, Lasley, has completed 66 home assessments & 9 neighborhood assessments YTD.
- Another reminder of our first pine needle & pinecone drop-off that will be on
  - July 18 (9:00 am – noon), located at the fairgrounds by the tennis courts
- Captain Sutherland is working on plan review experience with plan reviewer Whitney, providing comments for multiple projects, and getting started on more Stanley hotel projects. All new construction projects are going through Stacey for permit issuance and record keeping.
- Captain Sutherland is continuing inspections as needed, mostly on new construction and special events, annual inspections for the Expedition Lodge and Cheley camp.
- Captain Sutherland is reviewing and issuing permits for special events with tents and continuing food truck inspections.
- Sara is working on getting the 2025 COSWAP Grant project going, which is starting today on Prospect Mountain/Curry Drive with LCCC crews working for the 8-week project.
- Sara is preparing to release an RFP for hiring contractors for the CWDG Thunder Mountain Project.
- Sara is working on finalizing agreements between all parties to get the CWDG Thunder Mountain project started. Working with the Larimer County Sheriff's Department/Emergency Services to get work done on the CWDG project along the boundary with RMNP.
- DC Landkamer and Captain Sutherland will be attending the Town Board Meeting on Tuesday, June 23rd, as they are expected to adopt the WFRC by resolution. They will also be considering adopting a cooperative agreement with the FD, clarifying roles in implementation and enforcement of the WFRC.
- DC Landkamer is working on grant management for the 2022 FR-WRM
- DC Landkamer and Chief Jones will be meeting with Town leadership on Wednesday
- DC Landkamer continues to attend partner meetings when possible, including CWDG, BTWHP, NCFC, FACO, EVWC, Larimer County Woody Biomass Stakeholders, and TOEP Water Master Plan.
- Larimer County will be hosting a 50-year commemoration of the Big Thompson Flood on July 31, 2026. I will keep the district notified of this event so we can attend.

Meeting Minutes: June 22, 2026

<u>Operations & Training Division</u>
Training:

- Upcoming training includes Helicopter LZ training, Membership meeting, Ladders, Forcible entry and Search and rescue. Wildland scenario this week
- The new recruitment: Recruitment meeting, no one showed up. However, we have received a few new applications that Captain Thomas will be working on.
- The next big thing for training is Fire Academy, which starts next month. Preparations for the training ground will be underway this month.
- Engineering Academy started, 6 members in the class (52 hours)

Operations:

- Planning for the July 4th Incident Action Plan (IAP) is underway. Staff are working with representatives from Police and EMS to finalize operational details. We are also coordinating with our mutual aid partners to secure additional apparatus coverage within town for the event.
- AFG grant has been submitted; Requested $400,000 for SCBA replacement on all apparatus including some spare bottles and masks
- Captain and Lieutenant promotional interviews. We have interviewed 3 Lieutenant candidates, one more Lieutenant and 2 captain interviews scheduled for the 25th
- Apparatus maintenance issues that came out of the Preventive maintenance are being scheduled each week
- Thanks to Marinda, Rebecca and Auxiliary for support in the Fire Chief process. A lot of people to coordinate and documents.

<u>Chief's Report</u>
Chief Jones reported on the high level of operational activity occurring during the summer season, including training programs, volunteer recruitment, Fire Academy preparations, community risk reduction efforts, and wildfire mitigation projects. He commended staff, volunteers, and auxiliary personnel for their contributions and noted that these efforts enhance service delivery to the community. Chief Jones also discussed the importance of planning for a smooth leadership transition following the selection of a new Fire Chief. He emphasized the value of a formal transition process to ensure organizational continuity and support the successful onboarding of the incoming chief. He expressed appreciation for the extensive participation by District personnel, Board members, and community stakeholders in the Fire Chief recruitment process, noting that the level of involvement demonstrated the organization's strength and commitment.

<u>UNFINISHED OR OLD BUSINESS</u> -- None

<u>NEW BUSINESS</u> -- None

<u>ANNOUNCEMENTS</u>

The next (special) board meeting is scheduled for Monday, June 29, 2026, at 4:30 pm.
The next regular board meeting is scheduled for Monday, July 27, 2026, at 4:30 pm.

<u>ADJOURNMENT</u>
Moved by Ryan Leahy and seconded by Jon Smith to adjourn the meeting.
Motion carried unanimously.

The meeting adjourned at 6:37 pm.

____
Secretary

The Mission of the Estes Valley Fire Protection District is to provide the citizens of and visitors to the Estes Valley with superior fire prevention, fire protection and emergency services in a safe and efficient manner."

Meeting Minutes: June 22, 2026

"The Mission of the Board of Directors of the Estes Valley Fire Protection District is to establish policy, goals, strategies and financial leadership that are the foundation for the long-term sustainability of the District."

RECORD OF PROCEEDINGS

Meeting Minutes of the Estes Valley Fire Protection District
June 29, 2026, 4:30 pm
Dannels Fire Station, 901 N. St. Vrain Ave., Estes Park, CO 80517

Board: Sandra Smith, Scott Dorman, Ryan Leahy, Jon Smith, Jeff Robbins

Absent:

Staff: Chief Warren Jones, Chief Justin Kearney, Division Chief Jon Landkamer, Logan Lasley, Marinda Baxter, Rebecca Gelsinger, Sara Barden

Also Attending: Michael Barnthouse, Patti Brown, Kevin Nunn, Marianne Baxter, Mark Igel, Randy Repola, Ron Bruchwalski, Cassandra Ray, Steve Welchert, Jason Damweber

Sandra Smith called the regularly scheduled board meeting to order at 4:31 pm.

APPROVAL OF AGENDA
Moved by Jon Smith and seconded by Ryan Leahy to approve the agenda.
Motion carried unanimously.

PUBLIC COMMENT
None

ITEMS OF BUSINESS

Presentation of Research Pertaining to a Possible 2026 Sales Tax Election
The Board received a presentation regarding the recent community survey conducted to gauge support for a potential fire district sales tax. A total of 376 residents participated in the survey, which showed strong community support for the district and a proposed half-cent sales tax measure. Key findings identified wildfire response, maintaining volunteer firefighter response times through communication system improvements, and the value provided by the district's volunteer firefighter model. Staff and consultants reviewed preliminary revenue projections, apparatus replacement funding needs, facility improvement considerations, election timelines, and estimated election and public education costs. Discussion focused on long-term funding needs, capital replacement planning, facility improvements, and ensuring accurate public communication regarding the proposed use of funds.

Discussion on the estimated cost of participation would be $100,000 - $150, 000. It is consistent with feedback received from other jurisdictions and districts that have reported election costs ranging from $100,000 to $150,000. Chief Jones explained that $30,000 has already been approved and spent on election-related expenses, including the survey and one month of consulting services. In addition, the district’s 2026 budget includes a planned $147,000 contribution to the Capital Fund that has not yet been allocated or spent. The Board discussed the possibility of reallocating a portion of these funds to support election costs if participation is ultimately approved.

The Board discussed the ongoing work of staff and the consultant to evaluate and develop information regarding the potential participation of the Estes Valley Fire Protection District (EVFPD) in the November 2026 sales tax election. The Board supported the continuation of this work and requested that additional information and recommendations be brought forward for future consideration. The discussion did not constitute a commitment to participate in the election; any decision regarding participation will be made by the Board through a future resolution.

Moved by Jon Smith and seconded by Jeff Robbins to direct the staff to proceed with all the work necessary to, accomplish getting a ballot initiative on the November 2026 election, which would, request to the public a 0.50% sales tax.
Motion carried unanimously.

ADJOURNMENT
Moved by Ryan Leahy and seconded by Dorman to adjourn the meeting.
Motion carried unanimously.

The meeting adjourned at 6:09 pm.

____
Secretary

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Meeting Minutes: July 14, 2026

RECORD OF PROCEEDINGS

Meeting Minutes of the Estes Valley Fire Protection District
July 14, 2026, 4:30 pm
Dannels Fire Station, 901 N. St. Vrain Ave., Estes Park, CO 80517

Board: Sandra Smith, Scott Dorman, Ryan Leahy, Jon Smith, Jeff Robbins

Absent:

Staff: Division Chief Jon Landkamer, Logan Lasley, Marinda Baxter, Rebecca Gelsinger, Sara Barden, Jael Morgan

Also Attending: Nola Greenwald, Kevin Nunn, Patti Brown

Sandra Smith called the regularly scheduled board meeting to order at 4:32 pm.

APPROVAL OF AGENDA
Moved by Jon Smith and seconded by Ryan Leahy to approve the agenda.
Motion carried unanimously.

PUBLIC COMMENT
None

ITEMS OF BUSINESS

Approval of Fire Chief Contract
Board President Sandra Smith asked whether everyone had had a chance to review the contract and whether there were any questions or comments. No questions or comments from the board.

Moved by Scott Dorman and seconded by Jeff Robbins to approve the Fire Chief contract.
Motion carried unanimously.

ADJOURNMENT
Moved by Jon Smith and seconded by Ryan Leahy to adjourn the meeting.
Motion carried unanimously.

The meeting adjourned at 4:34 pm.

____
Secretary

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ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #6

Agenda Title:	**Submitted by:**
Discussion/action re: Approval of Minutes	Sandi Smith, President

Background Information:

See attached meeting minutes from June 22, 29 & July 14, 2026, meetings.

Attachments:

☐ Agenda	☒ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

A motion to (approve, deny, or modify) the minutes from June 22, 29 & July 14, 2026.

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

A RESOLUTION CALLING FOR A NOVEMBER 3, 2026
SPECIAL ELECTION
AND APPOINTING A DESIGNATED ELECTION OFFICIAL

WHEREAS, the Estes Valley Fire Protection District ("District") is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, the Board of Directors of the District has determined and hereby determines and declares that the interest of the District and the public interest and necessity require that to carry out the objects and purposes of the District to levy a uniform sales tax and to collect, retain and spend all tax revenues received from such sales tax without regard to the restrictions set forth in Article X, Section 20 of the Colorado Constitution ("TABOR"), Section 29-1-301, C.R.S. and Section 29-1-1702, C.R.S.; and

WHEREAS, the District is authorized pursuant to Sections 32-1-1107 (1), C.R.S., to levy a uniform sales tax, at a rate determined by the Board, upon every transaction or other incident with respect to which a sales tax is levied by the State that occurs within any area of the District, excluding the sale of cigarettes and items exempt under Article 26 of Title 39, C.R.S., subject to approval of the eligible electors of the District; and

WHEREAS, it is necessary to submit to the eligible electors of the District the question of levying the sales tax and receiving and spending all revenues received by the District from its existing general operating mill levy rate and any other source, and the Board hereby determines that such question should be presented to the District's eligible electors at the election to be conducted on November 3, 2026 ("Election"), in accordance with the provisions of the Special District Act ("Act"), the Uniform Election Code of 1992 ("Code"), and TABOR (the Act, Code and TABOR being referred to jointly as the "Election Laws"); and

WHEREAS, the Election is required to be conducted as a coordinated election, and the Larimer County Clerk and Recorder ("County Clerk") is the Coordinated Election Official for the Election and shall be responsible for mailing the notice required pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR Notice"); and

WHEREAS, the District is required to enter into an Intergovernmental Agreement with the County Clerk regarding the conduct of the Election and mailing of the TABOR Notice on or before August 25, 2026; and

WHEREAS, the District intends to cooperate with the County Clerk to provide all necessary ballot titles and notices and various agreements with the County Clerk for the conduct of the Election and mailing of the TABOR Notice.

NOW, THEREFORE, be it resolved by the Board of Directors of the Estes Valley Fire Protection District in the County of Larimer, State of Colorado that:

1. A special election of the eligible electors of the District shall be held on Tuesday, November 3, 2026, at which Election there shall be submitted to the eligible electors of the District the question to be set subsequently by a separate resolution of the Board of Directors.

2. The Board hereby designates Kara Winters as the Designated Election Official for the conduct of the Election on behalf of the District, who is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of Election Laws or other applicable laws. The Election shall be conducted in accordance with the Election Laws, and other applicable laws. Among other matters, the Designated Election Official shall arrange for the required notices of election, including the TABOR Notice, and direct that all other appropriate actions be accomplished.

3. The Board hereby authorizes the Fire Chief or Board of Officers to execute the Intergovernmental Agreement with the County Clerk on behalf of the District, regarding the conduct of the Election and the mailing of the TABOR Notice. The Election and mailing of the District's TABOR Notice shall be in accordance with the provisions of such Intergovernmental Agreement.

4. The Election shall be conducted in coordination with the County Clerk in accordance with all relevant provisions of the Code. The County Clerk is the Coordinated Election Official for the Election and shall be responsible for mailing the TABOR Notice.

5. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five (5) days after the title of the ballot issue or ballot question is set.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official or the officers of the Board of Directors or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 27th day of July, 2026.

ESTES VALLEY FIRE PROTECTION DISTRICT

By: ____________________________________
Sandra Smith, Chair

ATTEST:

____
Secretary

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #7(a)(i)

Agenda Title:
Discussion/action re: Resolution Calling for a November 3, 2026, Special Election and Appointing a Designated Election Official

Submitted by:
Kevin Nunn, Fire Chief

Background Information:

Attachments:

☐ Agenda	☐ Minutes	☐ Report
☒ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed
A motion to (adopt, deny, or modify) Resolution Calling for a November 3, 2026, Special Election and Appointing a Designated Election Official

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #7(a)(ii)

Agenda Title:
Discussion/action re: HB24B-1001 Property Tax Revenue Growth Limit

Submitted by:
Kevin Nunn, Fire Chief, & Ashley Hernandez-Schlagel

Background Information:

Attachments:

☐ Agenda	☐ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed
No Action Required

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

ESTES VALLEY FIRE PROTECTION DISTRICT

Larimer County, Colorado

Financial Statements

December 31, 2025

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Required Supplementary Information (continued)

Supplementary Information

Other Information

Dazzio & Associates, PC
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Estes Valley Fire Protection District
Larimer County, Colorado

Opinions

We have audited the accompanying financial statements of the governmental activities the major fund, and the aggregate remaining fund information of the Estes Valley Fire Protection District (the District), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of December 31, 2025, and the respective changes in financial position, and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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303-905-0809 • info@dazziocpa.com
• Member American Institute of Certified Public Accountants • Member Colorado Society of Certified Public Accountants •

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages IV–IX and the pension schedules on pages 66 – 80 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Supplementary Information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The Other Information, as listed in the table of contents, does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Daggio & Associates, P.C.

June 22, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

ESTES VALLEY FIRE PROTECTION DISTRICT
MANAGEMENT'S DISCUSSION & ANALYSIS
DECEMBER 31, 2025

As management of Estes Valley Fire Protection District (the District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended December 31, 2025.

Based on the November 3, 2009, election results, the District was established by and in accordance with the Larimer County Court "Declaration of Organization" and "Decree of Formation" dated November 17, 2009. Effective January 1, 2010, the District assumed all responsibility for providing fire protection services, fire suppression and rescue services to the Town of Estes Park and the surrounding area of unincorporated Larimer County in accordance with the "Intergovernmental Agreement for Continuing Operations Between the Town of Estes Park and the Estes Valley Fire Protection District" dated December 8, 2009.

Financial Highlights

- Assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $4,692,407 at the close of the fiscal year. Of this amount, $1,515,130 is unrestricted and available to meet ongoing and future obligations of the District. Additionally, a 3.0% reserve, $79,300 for emergencies required by Colorado Statute, is restricted in the general fund. An additional $354,527 is restricted for Wildfire Mitigation representing unspent Ballot Issue 1A Sales tax collections.
- As of the close of the current fiscal year, the District's General Fund reported an ending fund balance of $1,993,674 which increased $413,362 from the prior year.
- Total net position increased $16,693 over the prior year.
- Total cash and investments increased $436,006 as compared to the prior year.
- Property tax revenue decreased $9,964 as compared to the prior year.
- Sales tax revenue increased $261,191 as compared to the prior year.
- General fund expenditures increased $75,014 as compared to the prior year.
- At the end of the current fiscal year, unassigned fund balances for the General Fund totaled $1,552,712, or 57% of total general fund expenditures.
- On March 31, 2025, the District entered into an Affiliation Agreement with the Fire & Police Pension Association of Colorado (FPPA). The Affiliation Agreement provides for FPPA to administer the plan and manage the plan's funds for investment. In accordance with the Affiliation Agreement, the District transferred the assets of the Volunteer Pension Fund to FPPA and the Volunteer Pension Fund was closed.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statement consists of three components: 1) the government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

***Government-wide Financial Statements*:** The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses reported in this statement for some items will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

The government-wide financial statements detail functions of the District that are principally supported by tax revenues, grants and charges for services. The governmental activity of the District is public safety, primarily fire and emergency services.

The government-wide financial statements can be found on pages 1 – 2 of this report.

Fund Financial Statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the District are governmental funds.

Governmental funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds: the General Fund and the Impact Fee Capital Projects Fund. Information is presented in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances.

The District adopts an annual appropriated budget for the general fund. Budgetary comparison statements have been provided for in the basic financial statements to demonstrate compliance with the budget.

The governmental fund financial statements can be found on pages 3 through 8 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. Fiduciary funds provide the same type of information as the government-wide financial statements.

The fiduciary fund financial statements can be found on pages 9-10 of this report.

Notes to Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11 through 65 of this report.

***Required supplementary information*.** The required supplementary information to address pension data and statistics required by GASB 68 can be found on pages 66 – 82.

***Supplementary information*.** In addition to the basic financial statements and accompanying notes, this report also presents certain supplementary information. This supplementary information is located after the basic financial statements on page 83 - 84 of this report.

***Other Information*.** Other information includes the Summary of Assessed Valuation, Mill Levy and Property Taxes Collected. The other information is located after the supplementary information on page 85.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The District's assets and deferred outflows exceeded liabilities and deferred inflows of resources by $4,692,407 at the close of the most recent fiscal year.

Summary of Net Position

	2025	2024
Assets		
Current and Other Assets	$ 3,536,980	$ 3,117,358
Capital Assets, Net	2,818,918	3,113,218
Total Assets	6,355,898	6,230,576
Deferred Outflows of Resources		
Deferred Outflows of Resources Related to Pensions/OPEB	496,912	674,229
Liabilities		
Current Liabilities	277,953	306,942
Noncurrent Liabilities	126,478	74,200
Net Pension Liability	615,561	747,137
Net OPEB Liability	7,868	11,274
Total Liabilities	1,027,860	1,139,553
Deferred Inflows of Resources		
Property Tax Revenues and Other Inflows	1,083,150	1,080,808
Deferred Inflows of Resources Related to Pensions/OPEB	49,393	8,730
Total Deferred Inflows of Resources	1,132,543	1,089,538
Net Position		
Net Investment in Capital Assets	2,743,450	3,104,112
Restricted	616,030	399,388
Unrestricted	1,332,927	1,172,214
Total Net Position	$ 4,692,407	$ 4,675,714

Summary of Changes in Net Position

	2025	2024
Revenues		
Program Revenues		
Charges for Services	$ 53,810	$ 64,321
Operating Grants and Donations	1,817,187	1,536,795
Capital Grants and Contributions	-	37,760
General Revenues		
Property Taxes	1,068,656	1,078,620
Specific Ownership Tax	67,577	67,616
Net Investment Income	39,453	41,988
Other	12,111	159,567
Total Revenues	3,058,794	2,986,667
Expenses		
Fire Protection and Emergency Services	3,042,101	2,579,045
Total Expenses	3,042,101	2,579,045
Change in Net Position	16,693	407,622
Net Position - Beginning of Year	4,675,714	4,268,092
Net Position - End of Year	4,692,407	4,675,714

Financial Analysis of the District's Funds

As mentioned previously, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A discussion of the District's governmental funds follows.

Government Funds: The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and the balance of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the District's governmental funds reported an ending fund balance of $2,175,877. Of this fund balance, $616,030 is restricted, meaning it is not available for new spending, because it has already been committed for emergencies under the Taxpayers' Bill of Rights (TABOR), wildfire mitigation purposes and capital projects required because of District expansion. The remaining $1,552,712 of the fund balance constitutes unassigned fund balance, which is available for spending at the government's discretion.

General Fund Budgetary Highlights

The District's total expenditures for 2025 in the General Fund were under budget from the original appropriation by $311,665. This is primarily attributable to less personnel costs than anticipated along with related expenditures.

Capital Asset

The District had $2,818,918 in capital assets (net of accumulated depreciation) as of December 31, 2025. These capital assets include vehicles, furniture, educational statues and sculptures and equipment. During the year, the District invested $138,969 in capital asset additions and disposed of $81,344 in capital assets.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to: Office of Estes Valley Fire Protection District, 901 N. Saint Vrain Ave. Estes Park, CO 80517.

BASIC FINANCIAL STATEMENTS

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF NET POSITION

December 31, 2025

	Governmental Activities
Assets	
Cash and Investments	$ 1,354,239
Cash and Investments - Restricted	616,030
Receivable from County Treasurer	5,725
Intergovernmental Receivable	391,407
Accounts Receivable	76,344
Prepaid Items	7,135
Lease Deposit	2,950
Property Taxes Receivable	1,083,150
Capital Assets, Net	2,818,918
Total Assets	6,355,898
Deferred Outflows of Resources	
Pension Contributions Subsequent to Measurement Date	200,858
OPEB Contributions Subsequent to Measurement Date	1,860
Pension Related Deferrals	287,534
OPEB Related Deferrals	6,660
	496,912
Liabilities	
Accounts Payable	76,868
Accrued Payroll Liabilities	26,085
Unearned Revenue	175,000
Noncurrent Liabilities:	
Due Within One Year	
Compensated Absences	12,800
Lease Obligation	32,328
Due In More Than One Year	
Compensated Absences	38,210
Lease Obligation	43,140
Net Pension Liability - Volunteer Pension Fund	488,573
Net Pension Liability - PERA Pension Plan	126,988
Net OPEB Liability	7,868
Total Liabilities	1,027,860
Deferred Inflows of Resources	
Property Taxes	1,083,150
Pension Related Deferrals	45,142
OPEB Related Deferrals	4,251
Total Deferred Inflows of Resources	1,132,543
Net Position	
Investment In Capital Assets	2,743,450
Restricted	
Emergencies (TABOR)	79,300
Wildfire Mitigation Fund	354,527
Capital Projects	182,203
Unrestricted	1,332,927
Total Net Position	$ 4,692,407

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2025

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
Function/Program Activities	**Expenses**	**Permits, Fees, Fines, and Charges for Services**	**Operating Grants and Contributions**	**Capital Grants and Contributions**	**Governmental Activities**
Governmental Activities					
Fire Protection and Emergency Services	$ 3,042,101	$ 53,810	$ 1,817,187	$ -	$ (1,171,104)
Total Governmental Activities	$ 3,042,101	$ 53,810	$ 1,817,187	$ -	(1,171,104)
		General Revenues:			
		Property Taxes			1,068,656
		Specific Ownership Taxes			67,577
		Unrestricted Investment Earnings			39,453
		Miscellaneous			12,111
		Total General Revenues			1,187,797
		Changes In Net Position			16,693
		Net Assets - Beginning			4,675,714
		Net Position - Ending			$ 4,692,407

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2025

	General Fund	Impact Fee Fund	Total
Assets			
Cash and Investments	$ 1,354,239	$ -	$ 1,354,239
Cash and Investments - Restricted	433,827	182,203	616,030
Receivable from County Treasurer	5,725	-	5,725
Intergovernmental Receivable	391,407	-	391,407
Accounts Receivable	76,344	-	76,344
Lease Deposit	2,950	-	2,950
Prepaid Items	7,135	-	7,135
Property Taxes Receivable	1,083,150	-	1,083,150
Total Assets	$ 3,354,777	$ 182,203	$ 3,536,980
Liabilities			
Accounts Payable	$ 76,868	$ -	$ 76,868
Accrued Payroll Liabilities	26,085	-	26,085
Unearned Revenue	175,000	-	175,000
Total Liabilities	277,953	-	277,953
Deferred Inflows of Resources			
Property Taxes	1,083,150	-	1,083,150
Fund Balances			
Nonspendable			
Prepaid Expenditures	7,135	-	7,135
Restricted			
Emergencies (TABOR)	79,300	-	79,300
Wildfire Mitigation Fund	354,527	-	354,527
Capital Projects	-	182,203	182,203
Unassigned	1,552,712	-	1,552,712
Total Fund Balances	1,993,674	182,203	2,175,877
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 3,354,777	$ 182,203	$ 3,536,980

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION

December 31, 2025

Total Fund Balances - Governmental Fund		$ 2,175,877
Total net position reported for governmental activities in the statement of of net position is different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:		
Capital Assets	$ 5,952,464	
Accumulated Depreciation	(3,133,546)	2,818,918
Pension assets and liabilities and related deferred inflows and outflows of resources are not current financial resources and, therefore, are not reported in the fund financial statements.		
Balances at year-end are:		
Net Pension Liability	(615,561)	
Net OPEB Liability	(7,868)	
Deferred outflows of resources related to pensions	287,534	
Deferred inflows of resources related to pensions	(45,142)	
Deferred outflows of resources related to OPEB	6,660	
Deferred inflows of resources related to OPEB	(4,251)	
Pension Contributions Subsequent to the Measurement Date	200,858	
OPEB Contributions Subsequent to the Measurement Date	1,860	(175,910)
Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position.		
Balances at year-end are:		
Compensated Absences	(51,010)	
Lease Obligation	(75,468)	(126,478)
Net Position - Governmental Activities		$ 4,692,407

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2025

	General Fund	Impact Fee Fund	Total
Revenues			
Sales Tax - Town of Estes Park	$ 1,318,208	$ -	$ 1,318,208
Sales Tax - Ballot Issue 1A	417,904	-	417,904
Property Taxes	1,068,656	-	1,068,656
Specific Ownership Tax	67,577	-	67,577
Grants	32,475	-	32,475
State Participation Contribution	48,600	-	48,600
Plan Reviews and Inspection Income	18,793	-	18,793
Impact Fees	-	32,907	32,907
Operations Permits	2,110	-	2,110
Net Investment Income	39,453	-	39,453
Miscellaneous Income	12,111	-	12,111
Total Revenues	3,025,887	32,907	3,058,794
Expenditures			
District Overhead	1,197,113	-	1,197,113
Operations Division	511,907	-	511,907
Training Division	346,222	-	346,222
Prevention Division	236,299	-	236,299
Ballot Issue 1A	226,269	-	226,269
Debt Service	40,175	-	40,175
Capital Outlay	155,434	-	155,434
Total Expenditures	2,713,419	-	2,713,419
Excess Revenues Over (Under) Expenditures	312,468	32,907	345,375
Other Financing Sources			
Proceeds from Lease	100,894	-	100,894
Net Change in Fund Balances	413,362	32,907	446,269
Fund Balances - Beginning, as previously stated	1,729,608	-	1,729,608
Change Within Financial Reporting Entity:			
Creation of Impact Fee Fund	(149,296)	149,296	-
Fund Balances - Beginning, as adjusted	1,580,312	149,296	1,729,608
Fund Balances - Ending	$ 1,993,674	$ 182,203	$ 2,175,877

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE OF THE GOVERNMENTAL FUND TO THE STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2025

	$ 446,269
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.	
Capital outlay	138,969
Depreciation expense	(433,269)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The net effect of these differences in the treatment of long-term debt is as follows:	
Office Lease Proceeds	(100,894)
Office Lease Principal Payment	34,532
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	
Pension expense - Change in:	
Deferred Outflows Related to Pensions	(175,726)
Deferred Outflows Related to OPEB	(1,591)
Net pension liability	131,576
Net OPEB Liability	3,406
Deferred Inflows Related to Pensions	(39,918)
Deferred Inflows Related to OPEB	(745)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Compensated absences	14,084
Change in Net Position - Governmental Activities	$ 16,693

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended December 31, 2025

	Original & Final Budget	Actual Amounts	Variance with Final Budget
Revenues			
Sales Tax - Town of Estes Park	$ 1,290,280	$ 1,318,208	$ 27,928
Sales Tax - Ballot Issue 1A	392,716	417,904	25,188
Property Taxes	1,080,809	1,068,656	(12,153)
Specific Ownership Tax	81,061	67,577	(13,484)
Grants	90,000	32,475	(57,525)
State Participation Contribution	-	48,600	48,600
Plan Reviews and Inspection Income	31,535	18,793	(12,742)
Impact Fees	60,000	-	(60,000)
Operational Permits	5,000	2,110	(2,890)
Net Investment Income	37,022	39,453	2,431
Miscellaneous Income	17,868	12,111	(5,757)
Total Revenues	3,086,291	3,025,887	(60,404)
Expenditures			
Overhead and Administration			
Professional Services and Fees	204,527	318,524	(113,997)
Salaries and Benefits	536,234	560,638	(24,404)
Insurance	124,776	113,927	10,849
Membership Dues and Subscriptions	16,649	9,914	6,735
Catering and Special Circumstances	20,650	7,726	12,924
Stations Maintenance	107,412	58,059	49,353
Data Processing Equipment	10,000	2,965	7,035
Miscellaneous Equipment	6,000	2,536	3,464
Member Recognition	-	22,353	(22,353)
Pension Expense	54,000	68,096	(14,096)
LOSAP	84,340	32,375	51,965
Strategic Planning Implementation	62,500	-	62,500
Contingencies	5,000	-	5,000
Subtotal District Overhead	1,232,088	1,197,113	34,975
Operations and Training			
Salaries and Benefits	418,832	350,456	68,376
Membership Dues and Subscriptions	5,781	6,107	(326)
Conferences	17,000	10,940	6,060
Maintenance Contracts	-	37,434	(37,434)
Dispatching Services	26,753	28,286	(1,533)
Equipment Acquisition	-	47,466	(47,466)
Supplies - Consumables	6,500	6,871	(371)
Catering and Special Circumstances	5,000	4,775	225
Internal Training	32,000	3,872	28,128
External Training	15,670	10,723	4,947
Firefighter Recruitment	850	336	514
Contingencies	10,000	4,641	5,359
Subtotal Operations Division	538,386	511,907	26,479

(Continued)

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND

For the Year Ended December 31, 2025
(Continued)

	Original & Final Budget	Actual Amounts	Variance with Final Budget
Support Services			
Salaries and Benefits	$ 195,188	$ 195,007	$ 181
Facilities Maintenance	83,817	123,949	(40,132)
Equipment Maintenance	135,551	20,966	114,585
Equipment Acquisition	89,300	312	88,988
Contingencies	5,000	5,988	(988)
Subtotal Training Division	508,856	346,222	162,634
Prevention			
Salaries and Benefits	266,453	204,470	61,983
Membership Dues and Subscriptions	6,507	2,040	4,467
Public Education	13,330	2,183	11,147
Professional Services and Fees	-	27,209	(27,209)
Fuels Mitigation Crew	15,042	397	14,645
Contingencies	10,000	-	10,000
Subtotal Prevention Division	311,332	236,299	75,033
Ballot Issue 1A			
Salaries and Benefits	301,922	166,601	135,321
Membership Dues and Subscriptions	500	100	400
Public Education	2,500	1,261	1,239
Prevention	74,500	58,307	16,193
Contingencies	5,000	-	5,000
Subtotal Prevention Division	384,422	226,269	158,153
Debt Service			
Office Lease Principal	-	34,532	(34,532)
Office Lease Interest	-	5,643	(5,643)
Subtotal Debt Service	-	40,175	(40,175)
Capital Outlay			
Fleet	-	52,486	(52,486)
Buildings and Grounds	50,000	102,948	(52,948)
Subtotal Capital Outlay	50,000	155,434	(105,434)
Total Expenditures	3,025,084	2,713,419	311,665
Excess Revenues Over (Under) Expenditures	61,207	312,468	251,261
Other Financing Sources			
Lease Proceeds	-	100,894	100,894
Net Change in Fund Balance	61,207	413,362	352,155
Fund Balance - Beginning, as restated	1,639,894	1,580,312	(59,582)
Fund Balance - Ending	$ 1,701,101	$ 1,993,674	$ 292,573

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF FIDUCIARY NET POSITION
VOLUNTEER PENSION FUND

December 31, 2025

Assets	
Cash and Investments	$ -
Total Assets	-
Net Position	
Held in Trust for Pension Benefits	-
Total Net Position	$ -

The notes to the financial statements are an integral part of this statement.

ESTES VALLEY FIRE PROTECTION DISTRICT

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
VOLUNTEER PENSION FUND

For the Year Ended December 31, 2025

Additions	
Contributions:	
Estes Valley FPD Contribution	$ 14,096
Investment Income:	
Interest and Dividends	35,491
Less Investment Expense	(3,159)
Total Net Investment Income	32,332
Total Additions	46,428
Deductions	
Retiree Benefit Payments	38,171
Transfer to FPPA	1,709,235
Total Deductions	1,747,406
Change in Plan Net Position	(1,700,978)
Plan Net Position - Beginning	1,700,978
Plan Net Position - Ending	$ -

The notes to the financial statements are an integral part of this statement.

NOTE 1 – DEFINITION OF REPORTING ENTITY

The Estes Valley Fire Protection District (the District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court for Larimer County on November 17, 2009, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District provides fire protection services, fire suppression, and rescue services in the Town of Estes Park (Town) and surrounding areas of unincorporated Larimer County.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization, including a volunteer organization, Estes Park Volunteer Fire Department, which provides services for the District, but is not under the control of the District's Board of Directors. The District is not a component unit of any other primary governmental entity, including the Town of Estes Park.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. Governmental activities are normally supported by taxes, intergovernmental revenue and fees and charges.

The statement of net position reports all financial and capital resources of the District, the difference between the assets and deferred outflows, and liabilities and deferred inflows of the District being reported as net position.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenue. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenue* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as *general revenue*.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as is the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and shown as an operating expense. Expenditures for capital assets are shown as increases in assets. Employer and plan member contributions are recognized in the period that contributions are due.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, sales taxes, and payment for fire services. All other revenue items are measurable and available only when cash is received by the District. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is due.

The District reports the following major governmental funds:

The *General Fund* is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Impact Fee Fund* is a capital projects fund used to account for financial resources to be used for defraying projected impacts on capital facilities caused by new development.

Additionally, the District reports the following fiduciary fund type using the accrual basis of accounting:

The *Volunteer Pension Fund* is a pension trust fund and is used to account for transactions relating to assets held by the District in the capacity of trustee for its volunteer firefighters' pension plan.

On March 31, 2025, the District entered into an Affiliation Agreement with the Fire & Police Pension Association of Colorado (FPPA). The Affiliation Agreement provides for FPPA to administer the plan and manage the plan's funds for investment. In accordance with the Affiliation Agreement, the District transferred the assets of the Volunteer Pension Fund to FPPA and the Volunteer Pension Fund was closed.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year end. The District's Board of Directors may modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Excess Expenditures over Appropriation

The District incurred expenditures in excess of appropriation for the year ended December 31, 2025 in the Volunteer Pension Fund, which may be in violation of the State Budget Law. The over expenditure was caused by the funds transfer to FPPA.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash and investments. Investments are carried at fair value.

Cash and investments are presented on the balance sheet in the basic financial statements at fair value.

Capital Assets

Capital assets, which include property and equipment, are reported in the government-wide financial statements. Capital assets defined by the District as assets include improvements to buildings and equipment with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable. Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Buildings	15 years
Vehicles	5-20 years
Educational statues and sculptures	7 years
Furniture and fixtures	7 -20 years
General and office equipment	20 years

Property Taxes

Property taxes are levied by the District Board of Directors. The levy is based on assessed valuations determined by the County Assessors generally as of January 1 of each year. The levy is normally set December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurers collect the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and sales of the tax liens on delinquent properties are normally held in November or December. The County Treasurers remit the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. Property taxes are recorded as revenue in the year it is available or collected (the year it is levied for).

Impact Fees

In 2016, the State of Colorado passed House Bill 16-1088, *Fire Protection District Impact Fee* on new development. The legislation authorizes Fire Districts to impose an impact fee on the construction of new buildings, structures, facilities, or improvements, including oil and gas wells, on previously improved or unimproved real property for reasonable related added cost of fire protection services from the Fire Districts. Additionally, the County where the Fire District resides must be involved with the assessment and collection of the agreed impact fees.

In 2018 the District contracted for an Impact Fee Study and per the recommendations of that study, the District approved impact fees of $784 per residential (single-family) dwelling unit, $419 per residential (multi-family) dwelling unit and $.37 per square foot for commercial developments effective July 1, 2018. The fees are used to fund expenditures for capital facilities, including upgrading apparatus to increase their capabilities and the addition of new apparatus needed to serve new development within the District. For the year ending December 31, 2025, the District collected $32,907. As of December 31, 2025, the District has accumulated $182,203 of impact fees.

Compensated Absences

Compensated absences are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long Term Obligations

In the government-wide financial statements, debt premiums and discounts are deferred and amortized over the life of the issue using the percentage of current principal payments to total debt issue. Debt issuance costs, except any portion related to prepaid insurance costs, are expensed when incurred.

In the fund financial statements, governmental fund types recognize debt premiums and discounts, as well as debt issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The government only has two items that qualifies for reporting in this category. Accordingly, the items *pension and OPEB contributions subsequent to measurement date,* and *pension and OPEB related deferrals* are deferred and recognized as outflows of resources in the period that the amounts become available.

In addition to liabilities, the statement of net position and the fund balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net assets that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The government has two types of items that qualify for reporting in this category. Accordingly, the items, *deferred property tax revenue* and *pension and OPEB related deferrals,* are deferred and recognized as an inflow of resources in the period that the amounts become available.

Lease Obligation

In June 2017, the GASB issued GASB Statement No. 87, Leases. This standard requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and as inflows of resources or outflows of resources recognized based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financing of the right to use an underlying asset.

Under this standard, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset.

Pensions

FPPA. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Statewide Retirement Plan and additions to/deductions from Statewide Retirement Plan's fiduciary net position have been determined on the same basis as they are reported by the Fire & Police Pension Association of Colorado. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

PERA. The District participates in the Local Government Division Trust Fund (LGDTF), a cost-sharing multiple-employer defined benefit pension plan administered by the Public Employees' Retirement Association of Colorado (PERA). The net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position (FNP) and additions to/deductions from the FNP of the LGDTF have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Postemployment Benefits (OPEB).

The District participates in the Health Care Trust Fund (HCTF), a cost-sharing multiple-employer defined benefit OPEB fund administered by the Public Employees' Retirement Association of Colorado ("PERA"). The net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, OPEB expense, information about the fiduciary net position (FNP) and additions to/deductions from the FNP of the HCTF have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefits paid on behalf of health care participants are recognized when due and/or payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position and Fund Equity

Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.

Restricted net position is subject to restrictions by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provision or enabling legislation.

Unrestricted net position represents assets that do not have any third-party limitations on their use.

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balances

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned.

Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted fund balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed fund balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned fund balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned fund balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

Use of Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. An example of such an estimate that has been made by management is depreciation expense.

NOTE 3 – CASH AND INVESTMENTS

Cash and investments as of December 31, 2025, are classified in the accompanying financial statements as follows:

Statement of Net Position	
Cash and Investments	$ 1,354,239
Cash and Investments - Restricted -	
Held for emergency reserves, wildfire mitigation and capital projects	616,030
Total Cash and Investments	$ 1,970,269

Cash and investments as of December 31, 2025, consist of the following:

Deposits with Financial Institutions	$ 1,305,937
Investments	664,332
Total Cash and Investments	$ 1,970,269

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) governs the investment of public funds. PDPA requires that all units of local government deposit cash in eligible public depositories. State regulators determine eligibility. Amounts on deposit in excess of federal insurance levels ($250,000) must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The institution's internal records identify the collateral by depositor and as such, these deposits are uninsured but collateralized. The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2025, the District's deposits had a bank balance of $1,306,936 and a carrying balance of $1,305,937.

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to obligations of the United States, certain U.S. government agency securities and Local Government Investment Pools, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk disclosure requirements or subject to investment custodial credit risk for investments that are in the possession of another party.

Colorado Revised Statutes limit investment maturities to five years or less unless formally approved by the Board of Directors, such actions are generally associated with a debt service reserve or sinking fund requirements.

Colorado Revised Statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- Obligations of the United States, certain U.S. government agency securities and securities of the World Bank
- General obligation and revenue bonds of US local government entities
- Certain certificates of participation
- Certain securities lending agreements
- Bankers' acceptances of certain banks
- Commercial paper
- Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

As of December 31, 2025, the District had the following investments:

Investment	Maturity	Amount
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted Average under 60 Days	$ 664,332

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers two portfolios – CSAFE CASH FUND and CSAFE CORE.

CSAFE CASH FUND operations similar to a money market fund, with each share valued at $1.00. CSAFE may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds and highest rated commercial paper, any security allowed under Section 24-75-601, C.R.S.

CSAFE CORE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a $2.00 transactional share price. CSAFE CORE may invest in securities authorized by CRS 24-75-601, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S.

government agencies, highest rated commercial paper, and any security allowed under Section 24-75-601, C.R.S.

A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE CASH FUND is rated AAAmmf by Fitch Ratings and CSAFE CORE is rated AAAf/S1 by FitchRatings. CSAFE records its investments at amortized cost and the District records its investments in CSAFE using the amortized cost method. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

NOTE 4 – CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2025 follows.

	Beginning Balance	Additions	Deletions	Ending Balance
Capital Assets Not Being Depreciated				
Construction in Process	$ 409,378	$ 32,087	$ (441,465)	$ -
Capital Assets Being Depreciated				
Buildings	752,378	-	-	752,378
Vehicles	3,708,522	447,453	-	4,155,975
General Equipment	906,993	-	-	906,993
Educational Statues and Sculptures	29,204	-	-	29,204
Office Equipment	7,020	-	-	7,020
Right-to-Use Office Space	81,344	100,894	(81,344)	100,894
Total Capital Assets Being Depreciated	5,485,461	548,347	(81,344)	5,952,464
Less Accumulated Depreciation for				
Buildings	338,826	49,465	-	388,291
Vehicles	1,798,302	273,481	-	2,071,783
General Equipment	534,581	72,846	-	607,427
Educational Statues and Sculptures	29,204	-	-	29,204
Office Equipment	6,143	702	-	6,845
Right-to-Use Office Space	74,565	36,775	(81,344)	29,996
Total Accumulated Depreciation	2,781,621	433,269	(81,344)	3,133,546
Total Capital Assets Being Depreciated, Net	2,703,840	115,078	-	2,818,918
Total Capital Assets, Net	$ 3,113,218	$ 147,165	$ (441,465)	$ 2,818,918

All assets previously held by the Town were transferred to the District at net book value.

Depreciation expense is charged to the fire protection and emergency services program.

On April 7, 2020, the Town's electors voted to sell the Dannels Fire Station to the District for $1. Upon the transfer of the Dannels Fire Station building, parking lot, landscaping and all related appurtenances from the Town to the District, the Special Use Permit between the Town and the United States Department of the Interior was transferred to the District, causing the District to have sole responsibility the property and adherence to the General and Special Conditions under the License.

NOTE 5 – COMPENSATED ABSENCES

The District has a policy that allows employees to accumulate paid time off and sick pay up to certain maximum hours as stated in the District's Personnel Policy Manual. Vacation above the maximum allowable carry over is forfeited. Sick leave above the maximum allowable carryover is converted to vacation on a 2-for-1 basis. Conversion of any excess sick time to vacation is done prior to the calculation of compensated absences.

The District has recorded the accrued liability for these compensated absences in the government-wide financial statements as follows:

	Beginning Balance	Net Change	Ending Balance	Due Within One Year
Governmental Activities				
Compensated Absences	$ 65,094	$ (14,084)	$ 51,010	$ 12,800

NOTE 6 – LONG-TERM OBLIGATIONS

The following is an analysis of the changes in the District's long-term obligations for the year ended December 31, 2025:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Lease Obligation	$ 9,106	$ 100,894	$ 34,532	$ 75,468	$ 32,328

Lease Obligation

On April 1, 2023, the District entered into a lease for office space through March 31, 2024. On April 1, 2024, the lease term was extended through March 31, 2025. Interest on the lease is imputed at 8.25% per annum with monthly payments of $2,800 through March 1, 2024, and $4,600 through March 1, 2025. The lease contains a renewal option for the District to extend the lease. On December 20, 2024, the District terminated the lease effective February 28, 2025.

On March 1, 2025, the District entered into a lease for office space through February 28, 2026, with an option of two, twelve-month renewal terms. Interest on the lease is imputed at 7.50% per annum with monthly payments of $2,950 through February 1, 2026, $3,100 through February 1, 2027, and $3,250 through February 1, 2028.

The District's future payments for the lease are as follows:

Year Ending December 31,	Principal	Interest	Total
2026	$ 32,328	$ 4,572	$ 36,900
2027	36,700	2,000	38,700
2028	6,440	60	6,500
	$ 75,468	$ 6,632	$ 82,100

NOTE 7 – FUND EQUITY

Nonspendable Fund Balance

The nonspendable fund balance in the General Fund in the amount of $7,135 is comprised of prepaid amounts which are not in spendable form.

Restricted Fund Balance

The restricted fund balance in the General Fund in the amount of $79,300 is comprised of the Emergency Reserves that have been provided for as required by Article X, Section 20 of the Constitution of the State of Colorado (see NOTE 15).

The restricted fund balance in the General Fund in the amount of $354,527 represents the accumulation of funds for the implementation of a wildfire mitigation program by the District to encourage property owners to reduce fuels on their property and select landscaping choices and building materials for fire resistance. Funding is provided from a portion of a 1% sales tax that was approved by the Town's voters on April 2, 2024 (Ballot Issue 1A) (see NOTE 13).

At December 31, 2025, the District has $182,203 restricted for capital expenditures in the Impact Fee Fund.

NOTE 8 – NET POSITION

The District has net position consisting of three components – invested in capital assets, restricted, and unrestricted.

Net investment in capital assets amounting to $2,743,450 consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of obligations that are attributable to the acquisition, construction, or improvement of those assets, if any, calculated as follows:

Capital Assets, Net	$	2,818,918
Outstanding Long-Term Debt Applicable to Capital Assets		(75,468)
Net Investment in Capital Assets	$	2,743,450

The restricted component of net position consists of assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

The District had a restricted net position as of December 31, 2025, as follows:

Restricted net position:		
Emergency reserves (See Note 15)	$	79,300
Wildfire Mitigation Fund (see Note 13)		354,527
Capital Projects		182,203
Total	$	616,030

NOTE 9 – VOLUNTEERS FIREFIGHTERS' PENSION FUND – FPPA ADMINISTERED

As mentioned in Note 2, on March 31, 2025, the District entered into an Affiliation Agreement with FPPA. The Affiliation Agreement provides for FPPA to administer the plan and manage the plan's funds for investment. In accordance with the Affiliation Agreement, the District transferred the assets of the Volunteer Pension Fund to FPPA and the Volunteer Pension Fund was closed.

Plan Descriptions and Provisions

The District, on behalf of its volunteer firefighters, contributes to the Volunteer Firefighters' Pension Plan (VFPP), a defined benefit pension plan which is affiliated with the FPPA. The net pension asset, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the VFPP have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Assets of the plan are commingled for investment purposes in the Fire and Police Member's Benefit Fund, an agent multiple-employer defined benefit pension plan administered by FPPA.

The Volunteer Firefighters' Pension Plan Board of Trustees is comprised of the five Directors of the District and two District representatives that are either a volunteer, a retired volunteer, or an active retiree firefighter. The Colorado Revised Statues (CRS), as amended, establishes basic benefit provisions under the plan. The provisions of the Plan give the Board the right and authority to establish and amend the benefit provisions of the Plan. FPPA issues a publicly available comprehensive annual financial report that includes the assets of the volunteer plan. That report may be obtained at www.fppaco.org.

Volunteer firefighters who attain both the age of fifty and complete twenty years of active service shall be eligible for a monthly pension, currently $450. Volunteers who retire with ten years of credited service are entitled to a partial benefit. Based on the Board's discretion, surviving spouses may be eligible for benefits up to an amount of 100%.

Employees Covered by Benefit Terms

As of January 1, 2025 (the latest actuarial valuation performed), the following employees were covered by the benefit terms:

Retirees and Beneficiaries Currently Receiving Benefits	34
Inactive Participants, Entitled to but not yet Receiving Benefits	3
Active Participants	27

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2025, the District recognized pension expense of $14,886. At December 31, 2025, the District reported deferred outflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 27,269	$ (41,151)
Changes of assumptions or other inputs	3,309	-
Net difference between projected and actual earnings on pension plan investments	39,696	-
Contributions subsequent to the measurement date	102,600	-
Total	$ 172,874	$ (41,151)

$102,600 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31,	
2026	$ 28,192
2027	31,751
2028	(23,670)
2029	(7,150)
	$ 29,123

Actuarial Assumptions

The actuarial assumptions that determined the total pension liability as of December 31, 2023 were based on the following:

	Valuation Date	
	January 1, 2025	**January 1, 2023**
Measurement date	December 31, 2024	December 31, 2023
Inflation	2.25%	2.25%
Salary increases including inflation	2.25%	2.25%
Mortality	Pub-2010 Safety Employee/Retiree Mortality Tables, with generational projections using Table MP-2021	Pub-2010 Safety Employee/Retiree Mortality Tables, with generational projections using Table MP-2021
Actuarial cost method	Entry Age Normal	Entry Age Normal

There have been no significant changes between the valuation date and the fiscal year end.

Discount Rate

Measurement date	December 31, 2025	December 31, 2023
Discount rate	5.00%	5.00%
Long-term-expected rate of return, net of of investment expense	5.00%	5.00%
Bond Buyer General Obligation 20-Bond Municipal Bond Index	4.08%	3.26%

The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic nominal rates of return for each major asset class included in the Fund’s target asset allocation as of December 31, 2024 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Rate of Return
Global Public Equity	33.0%	7.00%
Equity Long Short	6.0%	6.20%
Private Markets	34.0%	8.80%
Fixed Income-Rates	7.0%	5.00%
Fixed Income-Credit	7.0%	6.50%
Absolute Return	9.0%	5.70%
Cash	4.0%	4.20%
Total	100.0%	

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances as of December 31, 2023	$ 2,269,033	$ 1,667,738	$ 601,295
Changes for the year			
Service Cost	23,882	-	23,882
Interest on Total Pension Liability	110,675	-	110,675
Effect of economic/demographic gains or losses	(53,254)	-	(53,254)
Effect of assumptions changes or inputs	-	-	-
Benefit payments	(160,785)	(160,785)	-
Employer contributions	-	102,600	(102,600)
Net investment income	-	93,440	(93,440)
Administrative expenses	-	(2,015)	2,015
Balances as of December 31, 2024	$ 2,189,551	$ 1,700,978	$ 488,573

Sensitivity of the net pension liability to the changes in the discount rate.

The following table presents the net pension liability of the District, calculated using the discount rate of 5.00%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (4.00%) or one percentage point higher (6.00%) than the current rate.

	1% Decrease 4.00%	Current Discount Rate 5.00%	1% Increase 6.00%
Total Pension Liability	$ 2,439,879	$ 2,189,551	$ 1,981,229
Fiduciary Net Position	1,700,978	1,700,978	1,700,978
Net Pension Liability	$ 738,901	$ 488,573	$ 280,251

NOTE 10 – EMPLOYEE RETIREMENT PLANS

Fire and Police Statewide Retirement Plan (FPPA)

Defined Benefit Pension Plan

General Information about the Pension Plan

The Statewide Retirement Plan (SRP) was created on January 1, 2023, when the Statewide Defined Benefit Plan (SWDB) and the Statewide Hybrid Plan were merged. At that time, the SWDB became the defined benefit component of the SRP. The Defined Benefit System comprises the Statewide Retirement Plan and the Colorado Springs New Hire Pension Plan.

The Defined Benefit Component and Supplemental Social Security Component of the Statewide Retirement Plan cover fire and police employees hired in the State of Colorado by affiliated employers on or after April 8, 1978.

The Hybrid Defined Benefit Component and Money Purchase Component of the Statewide Retirement Plan provide a combination of defined benefit and money purchase retirement benefits to the Members of those Employers who have either (1) established a local money purchase plan pursuant to C.R.S. § 31-30.5-801 or 31-31-601 or (2) withdrawn into the Statewide Money Purchase Plan pursuant to C.R.S. § 31-31-501 and subsequently elected to participate in the Hybrid Component under C.R.S. § 31-31-1101.

The Colorado Springs New Hire Pension Plan was formed as of October 1, 2006 from two plans merging into one plan document but with a fire and police component. The Plan covers firefighters and police officers who were hired by the City of Colorado Springs on or after April 8, 1978 but prior to October 1, 2006.

The SRP is a cost-sharing multiple-employer defined benefit pension plan. The Plan consists of four components: Defined Benefit Component, Hybrid Defined Benefit Component, Social Security Component and Money Purchase Component.

The Defined Benefit Component and Social Security Component cover substantially all full-time employees of participating fire or police departments in Colorado hired on or after April 8, 1978, provided that they are not already covered by a statutorily exempt plan. Employers once had the option to withdraw from the Plan, but a change in state statutes eliminated this option effective January 1, 1988, unless the employer elects and is determined to be eligible to participate in the Statewide Money Purchase Plan. In 2003, legislation was enacted that allows departments who cover their firefighters and police officers in money purchase plans to elect coverage under the Plan. As of August 5, 2003, clerical and other personnel from fire districts whose services are auxiliary to fire protection may also participate in the Plan.

Death and disability coverage is provided for members hired prior to January 1, 1997 through the Statewide Death and Disability Plan, which is also administered by the FPPA. This is a noncontributory plan. All full-time, paid firefighters of the District are members of the Statewide Defined Benefit Plan and the Statewide Death and Disability Plan. Local revenue sources are responsible for funding of the Death and Disability benefits for firefighters hired on or after January 1, 1997.

Colorado Revised Statutes Title 31, Article 31 grants the authority to establish benefit provisions to the state legislature. FPPA issues a publicly available annual financial report that includes financial statements and required supplementary information for both the SRP and the Statewide Death and Disability Plan. FPPA issues a publicly available financial report that includes information on the plan. That report may be obtained at www.fppaco.org.

Benefits Provided

A plan member is eligible for a normal retirement pension once the member has completed twenty-five years of credited service and has attained the age of 55. Effective January 1, 2021, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80).

The annual normal retirement benefit is 2% of the average of the member's highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5% for each year of service thereafter. The benefit earned prior to January 1, 2007, for members of affiliated Social Security employers will be reduced by the amount of Social Security income payable to the member annually. Effective January 1, 2007, members currently covered under Statewide Defined Benefit Social Security Component will receive half the benefit when compared to the Statewide Defined Benefit Plan. Benefit adjustments paid to retired members are evaluated annually and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from 0% to the higher of 3% or the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5% as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the Plan and remain eligible for a retirement pension at age 55 equal to 2% of the member's average highest three years' base salary for each year of credited service up to ten years, plus 2.5% for each year of service thereafter.

Contributions

Contribution rates for the Plan are set by state statute. Contribution rates for employers and members may be increased equally by the FPPA Board of Directors upon approval through an election by both the employers and members.

Members of the defined benefit component contributed 12.0% of base salary. In 2020, legislation was enacted to increase the employer contributions rate to the plan beginning in 2021. Employer contribution rates will increase 0.5% annually through 2030 to a total of 13.0% of base salary. These increases result in a combined contribution rate of 25.0% of base salary in 2030. In 2025, the members of the defined benefit component and their employers contributed at a rate of 12.0% and 10.5%, respectively, of base salary for a total contribution rate of 22.5%. The District's contributions to the plan of the year ended December 31, 2025, were $73,115, equal to the required contributions.

Contributions from Defined Benefit Component members and employers of plans reentering the Defined Benefit Component are established by resolution and approved by the FPPA Board of Directors. The continuing rate of contribution for reentry groups is determined for each reentry group. The additional contribution amount is determined locally and may be paid by the member, the employer or split 50/50. Per the 2020 legislation, the required employer contribution rate for reentry departments also increases 0.5% annually. These increases result in a minimum combined contribution rate of 25.2% in 2030.

Pension Asset, Pension Expense (Income), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At December 31, 2025, the District reported a net pension liability of $0, representing its proportionate share of the net pension liability of the plan. The net pension liability was measured at December 31, 2024. The collective total pension liability as of December 31, 2024 is based upon the January 1, 2025 actuarial valuation. The actuarially determined contributions as of December 31, 2024 are based upon the January 1, 2024 actuarial valuation.

The District's proportion of the net pension asset was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating Districts, actuarially determined. At December 31, 2024, the District's proportion was 0.0531%, which was a decrease of 0.0023% from its proportion measured as of December 31, 2023. For the year ended December 31, 2025, the District recognized pension income of $112,332.

At December 31, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 127,603	$ (3,991)
Changes of assumptions or other inputs	45,668	-
Net difference between projected and actual earnings on pension plan investments	18,127	-
Changes in proportion and differences between contributions recognized and proportionate share of contributions	(1,339)	-
Contributions subsequent to the measurement date	73,115	N/A
Total	$ 263,174	$ (3,991)

$73,115 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31,	
2026	$ 57,414
2027	80,213
2028	5,172
2029	4,568
2030	12,700
Thereafter	26,001
	$ 186,068

Actuarial assumptions

The actuarial valuations as of January 1, 2025, determined the total pension liability using the following actuarial assumptions and other inputs:

	Total Pension Liability	Actuarial Determined Contributions
Actuarial Valuation Date	January 1, 2025	January 1, 2024
Actuarial Method	Entry Age Normal	Entry Age Normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30 Years
Long-term Investment Rate of Return*	7.0%	7.0%
Projected Salary Increases	4.25% - 11.75%	4.25% - 11.75%
Cost of Living Adjustments (COLA)	0%	0%
*Includes Inflation at	2.5%	2.5%

For determining the total pension liability, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables for males and females, amount-weighted, and then projected using the ultimate values of the MP-2020 projection scale for all years. The pre-retirement mortality assumption uses Pub-2010 Safety Healthy Employee Mortality Tables for males and females, amount-weighted, and then projected with the MP-2020 Ultimate projection scale. The pre-retirement non-duty mortality tables are adjusted to 60% multiplier. The on-duty mortality rate is 0.00015.

For determining the actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables projected with the ultimate values of the MP-2020 projection scale. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2022 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Company, based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2023. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5%). Best estimates of arithmetic real rates of return for each major asset class included in the Fund’s target asset allocation as of December 31, 2024 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Rate of Return
Global Equity	38.0%	7.00%
Equity Long/Short	6.0%	6.20%
Private Markets	31.0%	8.80%
Fixed Income-Rates	7.0%	8.00%
Fixed Income-Credit	5.0%	4.30%
Diversifiers	9.0%	5.70%
Cash	4.0%	4.20%
Total	100.0%	

Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SRP plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

As of the measurement period ending December 31, 2024, the COLA assumption, which was previously 0.00%, was revised to reflect the true nature of Board's Benefits Policy which includes a variable COLA and supplemental payments. Consistent with Board's policy, the new COLA assumption will fluctuate from year to year depending on plan experience and is the long-term COLA assumption which results in no Net Pension Asset. If current assets do not support Total Pension Liabilities using a COLA assumption of greater than 0.00%, then a COLA assumption of 0.00% will be used and a Net Pension Liability will be reported.

Projected benefit payments are required to be discounted to their actuarial present values using a single discount rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of the valuation, the long-term expected rate of return on pension plan investments is 7.00%; the municipal bond rate is 4.08% (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting single discount rate is 7.00%.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate

Regarding the sensitivity of the net pension liability/(asset) to changes in the single discount rate, the following presents the plan's net pension liability/(asset), calculated using a single discount rate of 7.00%, as well as what the plan's net pension liability/(asset) would be if it were calculated using a single discount rate that is one percent lower or one percent higher:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Proportionate share of the net pension liability (asset)	$ 259,132	$ -	$ -

Pension Plan Fiduciary Net Position

Detailed information about the SRP's fiduciary net position is available in FPPA's annual comprehensive financial report, which can be obtained at http://www.fppaco.org.

Public Employees' Retirement Association of Colorado (PERA)

Defined Benefit Pension Plan

General Information about the Pension Plan

Plan description. Eligible employees of the District are provided with pensions through the Local Government Division Trust Fund (LGDTF) – a cost-sharing multiple-employer defined benefit pension plan administered by PERA. Plan benefits are specified in Title 24, Article 51 of the Colorado Revised Statutes (C.R.S.), administrative rules set forth at 8 C.C.R. 1502-1, and applicable provisions of the federal Internal Revenue Code. Colorado State law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at www.copera.org/investments/pera-financial-reports.

Benefits Provided as of December 31, 2024

PERA provides retirement, disability, and survivor benefits. Retirement benefits are determined by the amount of service credit earned and/or purchased, highest average salary, the benefit structure(s) under which the member retires, the benefit option selected at retirement, and age at retirement. Retirement eligibility is specified in tables set forth at C.R.S. § 24-51-602, 604, 1713, and 1714.

The lifetime retirement benefit for all eligible retiring employees under the PERA Benefit Structure is the greater of the:

- Highest average salary multiplied by 2.5% and then multiplied by years of service credit.
- The value of the retiring employee's member contribution account plus a 100% match on eligible amounts as of the retirement date. This amount is then annuitized into a monthly benefit based on life expectancy and other actuarial factors.

The lifetime retirement benefit for all eligible retiring employees under the Denver Public Schools (DPS) benefit structure is the greater of the:

- Highest average salary multiplied by 2.5% and then multiplied by years of service credit.
- $15 times the first 10 years of service credit plus $20 times service credit over 10 years plus a monthly amount equal to the annuitized member contribution account balance based on life expectancy and other actuarial factors.

In all cases the service retirement benefit is limited to 100% of highest average salary and also cannot exceed the maximum benefit allowed by federal Internal Revenue Code.

Members may elect to withdraw their member contribution accounts upon termination of employment with all PERA employers; waiving rights to any lifetime retirement benefits earned. If eligible, the member may receive a match of either 50% or 100% on eligible amounts depending on when contributions were remitted to PERA, the date employment was terminated, whether 5 years of service credit has been obtained and the benefit structure under which contributions were made.

Upon meeting certain criteria, benefit recipients who elect to receive a lifetime retirement benefit generally receive post-retirement cost-of-living adjustments, referred to as annual increases in the C.R.S. Subject to the automatic adjustment provision (AAP) under C.R.S. § 24-51-413, eligible benefit recipients under the PERA benefit structure who began membership before January 1, 2007, and all eligible benefit recipients of the DPS benefit structure will receive the maximum annual increase (AI) or AI cap of 1.00% unless adjusted by the AAP. Eligible benefit recipients under the PERA benefit structure who began membership on or after January 1, 2007, will receive the lesser of an annual increase of the 1.00% AI cap or the average increase of the Consumer Price Index for Urban Wage Earners and Clerical Workers for the prior calendar year, not to exceed a determined increase that would exhaust 10% of PERA's Annual Increase Reserve (AIR) for the LGDTF. The AAP may raise or lower the aforementioned AI cap by up to 0.25% based on the parameters specified in C.R.S. § 24-51-413.

Disability benefits are available for eligible employees once they reach five years of earned service credit and are determined to meet the definition of disability. For Safety Officers whose disability is caused by an on-the-job injury, the five-year service requirement is waived and they are immediately eligible to apply for disability benefits. The disability benefit amount is based on the lifetime retirement benefit formula(s) shown above considering a minimum 20 years of service credit, if deemed disabled.

Survivor benefits are determined by several factors, which include the amount of earned service credit, highest average salary of the deceased, the benefit structure(s) under which service credit was obtained, and the qualified survivor(s) who will receive the benefits.

Contributions Provisions as of December 31, 2025

Eligible employees of the District and the State are required to contribute to the LGDTF at a rate set by Colorado statute. The contribution requirements for the LGDTF are established under C.R.S. § 24-51-401, et seq. and § 24-51-413.

Employee contribution rates for the period of January 1, 2024, through December 31, 2025 are summarized in the table below:

	January 1, 2024 Through December 31, 2024	January 1, 2025 Through December 31, 2025
Employee contribution rate: (all employees other than State Troopers)	9.00%	9.00%
State Troopers	13.00%	13.00%

**Contribution rates for the LGDTF are expressed as a percentage of salary as defined in C.R.S. § 24-51-101(42).

The employer contribution requirements for all employees other than Safety Officers are summarized in the table below:

	January 1, 2024 Through December 31, 2024	January 1, 2025 Through December 31, 2025
Employer contribution rate	11.00%	11.00%
Amount of employer contribution apportioned to the Health Care Trust Fund as specified in C.R.S. § 24-51-208(1)(f)	(1.02)%	(1.02)%
Amount apportioned to the LGDTF	9.98%	9.98%
Amortization Equalization Disbursement (AED) as specified in C.R.S. § 24-51-411	2.20%	2.20%
Supplemental Amortization Equalization Disbursement (SAED) as specified in C.R.S. § 24-51-411	1.50%	1.50%
Defined Contribution Supplement as specified in C.R.S. § 24-51-415	0.08%	0.11%
Total employer contribution rate to the LGDTF	**13.76**	**13.79**

**Contribution rates for the LGDTF are expressed as a percentage of salary as defined in C.R.S. § 24-51-101(42).

Employer contributions are recognized by the LGDTF in the period in which the compensation becomes payable to the member and the District is statutorily committed to pay the contributions to the LGDTF. Employer contributions recognized by the LGDTF from the District were $25,143 for the year ended December 31, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The net pension liability for the LGDTF was measured as of December 31, 2024, and the total pension liability (TPL) used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2023. Standard update procedures were used to roll-forward the TPL to December 31, 2024. The District's proportion of the net pension liability was based on the District's contributions to the LGDTF for the calendar year 2024 relative to the total contributions of participating employers.

At December 31, 2025, the District reported a liability of $126,988 for its proportionate share of the net pension liability. At December 31, 2024, the District proportion was 0.0206956361%, which was an increase of 0.0008272782% from its proportion measured as of December 31, 2023.

For the year ended December 31, 2025, the District recognized pension expense of $55,108. At December 31, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 9,582	$ -
Changes of assumptions or other inputs	3,748	-
Net difference between projected and actual earnings on pension plan investments	11,950	-
Changes in proportion and differences between contributions recognized and proportionate share of contributions	1,921	-
Contributions subsequent to the measurement date	25,143	N/A
Total	$ 52,344	$ -

$25,143 reported as deferred outflows of resources related to pensions, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended December 31, 2026.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31,	
2026	$ 25,158
2027	30,278
2028	(20,227)
2028	(8,008)
	$ 27,201

Actuarial assumptions. The TPL in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs:

Actuarial Cost Method	Entry Age
Price Inflation	2.30%
Real wage growth	0.70%
Wage Inflation	3.00%
Salary increases, including wage inflations:	
Members other than State Troopers	3.20% - 11.30%
State Troopers	3.20% - 12.40%
Long-term Investment Rate of Return, net of pension plan investment expenses, including price inflation	7.25%
Discount Rate	7.25%
Post-retirement benefit increases: PERA benefit structure hired prior to 1/1/07 and DPS benefit structure (compounded annually)	1.00%
PERA benefit structure hired after 12/31/06 [1]	Financed by the AIR

[1] Post-retirement benefit increases are provided by the AIR, accounted separately within each Division Trust Fund, and subject to moneys being available; therefore, liabilities related to increases for members of these benefit tiers can never exceed available assets.

As of the December 31, 2024, measurement date, the FNP and related disclosure components for the Local Government Division reflect additional payments related to the disaffiliation of Tri-County Health Department as a PERA-affiliated employer, effective December 31, 2022. The additional employer disaffiliation payment allocations to the Local Government Division Trust Fund and HCTF were $0.486 million and $0.020 million, respectively.

All mortality assumptions are developed on a benefit-weighted basis and apply generational mortality. Note that in all categories, displayed as follows, the mortality tables are generationally projected using scale MP-2019.

Pre-Retirement	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubG-2010 Employee	N/A
Safety Officers	PubS-2010 Employee	N/A
Post-Retirement (Retiree), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubG-2010 Healthy Retiree	**Males**: 94% of the rates prior to age 80/ 90% of the rates age 80 and older **Females**: 87% of the rates prior to age 80/ 107% of the rates age 80 and older
Safety Officers	PubS-2010 Healthy Retiree	N/A
Post-Retirement (Beneficiary), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
All Beneficiaries	Pub-2010 Contingent Survivor	**Males**: 97% of the rates for all ages **Females**: 105% of the rates for all ages
Disabled	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubNS-2010 Disabled Retiree	99% of the rates for all ages
Safety Officers	PubS-2010 Disabled Retiree	N/A

The actuarial assumptions used in the December 31, 2023, valuations were based on the 2020 experience analysis, dated October 28, 2020, for the period January 1, 2016, through December 31, 2019. Revised economic and demographic assumptions were adopted by the PERA Board on November 20, 2020.

Based on the 2024 experience analysis, dated January 3, 2025, for the period January 1, 2020, to December 31, 2023, revised actuarial assumptions were adopted by PERA's Board on January 17, 2025, and were effective as of December 31, 2024.

The following assumptions were reflected in the roll forward calculation of the total pension liability from December 31, 2023, to December 31, 2024.

Salary increases, including wage inflation:	
Members other than Safety Officers	3.40%-13.00%
Safety Officers	3.20%-16.30%

Salary scale assumptions were altered to better reflect actual experience.

Rates of termination/withdrawal, retirement, and disability were revised to more closely reflect actual experience.

The estimated administrative expense as a percentage of covered payroll was increased from 0.40% to 0.45%.

The adjustments for credibility applied to the Pub-2010 mortality tables for active and retired lives, including beneficiaries, were updated based on the experience. All mortality assumptions are developed on a benefit-weighted basis. Note that in all categories, displayed as follows, the mortality tables are generationally projected using the 2024 adjusted MP-2021 projection scale.

Pre-Retirement	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubG-2010 Employee	N/A
Safety Officers	PubS-2010 Employee	N/A
Post-Retirement (Retiree), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubG-2010 Healthy Retiree	**Males**: 90% of the rates for all ages **Females**: 85% of the rates prior to age 85/ 105% of the rates age 85 and older
Safety Officers	PubS-2010 Healthy Retiree	N/A
Post-Retirement (Beneficiary), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
All Beneficiaries	Pub-2010 Contingent Survivor	**Males**: 92% of the rates for all ages **Females**: 100% of the rates for all ages

Disabled	Mortality Table	Adjustments, as Applicable
Members other than Safety Officers	PubNS-2010 Disabled Retiree	95% of the rates for all ages
Safety Officers	PubS-2010 Disabled Retiree	N/A

The long-term expected return on plan assets is monitored on an ongoing basis and reviewed as part of periodic experience studies prepared every four years, and asset/liability studies, performed every three to five years for PERA. The most recent analyses were outlined in the 2024 Experience Study report dated January 3, 2025.

Several factors are considered in evaluating the long-term rate of return assumption, including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentages and then adding expected inflation.

The PERA Board first adopted the 7.25% long-term expected rate of return as of November 18, 2016. Following an asset/liability study, the Board reaffirmed the assumed rate of return at the November 15, 2019, meeting, and again at the Board's September 20, 2024, meeting. As of the most recent reaffirmation of the long-term rate of return, the target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the table as follows:

Asset Class	Target Allocation	30 Year Expected Geometric Real Rate of Return
Global Equity	51.00%	5.00%
Fixed Income	23.00%	2.60%
Private Equity	10.00%	7.60%
Real Estate	10.00%	4.10%
Alternatives	6.00%	5.20%
Total	**100.00%**	

Note: In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long- term expected nominal rate of return assumption of 7.25%.

Discount Rate

The discount rate used to measure the TPL was 7.25%. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.00%.

- Employee contributions were assumed to be made at the member contribution rates in effect for each year, including the required adjustments resulting from the 2018 and 2020 AAP assessments. Employee contributions for future plan members were used to reduce the estimated amount of total service costs for future plan members.

- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law for each year, including the required adjustments resulting from the 2018 and 2020 AAP assessments. Employer contributions also include current and estimated future AED and SAED, until the actuarial value funding ratio reaches 103%, at which point the AED and SAED will each drop 0.50% every year until they are zero. Additionally, estimated employer contributions reflect reductions for the funding of the AIR and retiree health care benefits. For future plan members, employer contributions were further reduced by the estimated amount of total service costs for future plan members not financed by their member contributions.

- Employer contributions and the amount of total service costs for future plan members were based upon a process to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.

- The AIR balance was excluded from the initial FNP, as, per statute, AIR amounts cannot be used to pay benefits until transferred to either the retirement benefits reserve or the survivor benefits reserve, as appropriate. AIR transfers to the FNP and the subsequent AIR benefit payments were estimated and included in the projections.

- Benefit payments and contributions were assumed to be made at the middle of the year.

- Beginning with the December 31, 2023, measurement date and thereafter, the FNP as of the current measurement date is used as a starting point for the GASB 67 projection test.

- As of the December 31, 2024, measurement date, the FNP and related disclosure components for the Local Government Division reflect additional payments related to the disaffiliation of Tri-County Health Department as a PERA-affiliated employer, effective December 31, 2022. The additional disaffiliation payment allocations to the Local Government Division Trust Fund and HCTF were $0.486 million and $0.020 million, respectively.

Based on the above assumptions and methods, the LGDTF's FNP was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25% on pension plan investments was applied to all periods of projected benefit payments to determine the TPL. The discount rate determination does not use the municipal bond index rate, and therefore, the discount rate is 7.25%. There was no change in the discount rate from the prior measurement date.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate

The following presents the proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current rate:

	1% Decrease 6.25%	Current Discount Rate 7.25%	1% Increase 8.25%
Proportionate share of the net pension liability (asset)	$ 277,951	$ 126,988	$ 162

Pension plan fiduciary net position

Detailed information about the LGDTF's FNP is available in PERA's ACFR which can be obtained at www.copera.org/investments/pera-financial-reports.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS

Health Care Trust Fund

Plan Description

Eligible employees of the District are provided with OPEB through the HCTF—a cost-sharing multiple-employer defined benefit OPEB plan administered by PERA. The HCTF is established under Title 24, Article 51, Part 12 of the Colorado Revised Statutes (C.R.S.), as amended. Colorado State law provisions may be amended from time to time by the Colorado General Assembly, Title 24, Article 51, Part 12 of the C.R.S., as amended, sets forth a framework that grants authority to the PERA Board to contract, self-insure, and authorize disbursements necessary in order to carry out the purposes of the PERACare program, including the administration of the premium subsidies. Colorado State law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available annual comprehensive financial report (ACFR) that can be obtained www.copera.org/forms-resources/financial-reports-and-studies.

Benefits provided

The HCTF provides a health care premium subsidy to eligible participating PERA benefit recipients and retirees who choose to enroll in one of the PERA health care plans, however, the subsidy is not available if only enrolled in the dental and/or vision plan(s). The health care premium subsidy is based upon the benefit structure under which the member retires and the member's years of service credit. For members who retire having service credit with employers in the Denver Public Schools (DPS) Division and one or more of the other four Divisions (State, School, Local Government and Judicial), the premium subsidy is allocated between the HCTF and the Denver Public Schools Health Care Trust Fund (DPS HCTF). The basis for the amount of the premium subsidy funded by each trust fund is the percentage of the member contribution account balance from each division as it relates to the total member contribution account balance from which the retirement benefit is paid.

C.R.S. § 24-51-1202 *et seq*. specifies the eligibility for enrollment in the health care plans offered by PERA and the amount of the premium subsidy. The law governing a benefit recipient's eligibility for the subsidy and the amount of the subsidy differs slightly depending under which benefit structure the benefits are calculated. All benefit recipients under the PERA benefit structure and all retirees under the DPS benefit structure are eligible for a premium subsidy, if enrolled in a health care plan under PERACare. Upon the death of a DPS benefit structure retiree, no further subsidy is paid.

Enrollment in the PERACare health benefits program is voluntary and is available to benefit recipients and their eligible dependents, certain surviving spouses, and divorced spouses and guardians, among others. Eligible benefit recipients may enroll into the program upon retirement, upon the occurrence of certain life events, or on an annual basis during an open enrollment period.

PERA Benefit Structure

The maximum service-based premium subsidy is $230 per month for benefit recipients who are under 65 years of age and who are not entitled to Medicare; the maximum service-based subsidy is $115 per month for benefit recipients who are 65 years of age or older or who are under 65 years of age and entitled to Medicare. The maximum service-based subsidy, in each case, is for benefit recipients with retirement benefits based on 20 or more years of service credit. There is a 5% reduction in the subsidy for each year less than 20. The benefit recipient pays the remaining portion of the premium to the extent the subsidy does not cover the entire amount.

For benefit recipients who have not participated in Social Security and who are not otherwise eligible for premium-free Medicare Part A for hospital-related services, C.R.S. § 24-51-1206(4) provides an additional subsidy. According to the statute, PERA cannot charge premiums to benefit recipients without Medicare Part A that are greater than premiums charged to benefit recipients with Part A for the same plan option, coverage level, and service credit. Currently, for each individual PERACare enrollee, the total premium for Medicare coverage is determined assuming plan participants have both Medicare Part A and Part B and the difference in premium cost is paid by the HCTF or the DPS HCTF on behalf of benefit recipients not covered by Medicare Part A.

DPS Benefit Structure

The maximum service-based premium subsidy is $230 per month for retirees who are under 65 years of age and who are not entitled to Medicare; the maximum service-based subsidy is $115 per month for retirees who are 65 years of age or older or who are under 65 years of age and entitled to Medicare. The maximum service-based subsidy, in each case, is for retirees with retirement benefits based on 20 or more years of service credit. There is a 5% reduction in the subsidy for each year less than 20. The retiree pays the remaining portion of the premium to the extent the subsidy does not cover the entire amount.

For retirees who have not participated in Social Security and who are not otherwise eligible for premium-free Medicare Part A for hospital-related services, the HCTF or the DPS HCTF pays an alternate service-based premium subsidy. Each individual retiree meeting these conditions receives the maximum $230 per month subsidy reduced appropriately for service less than 20 years, as described above. Retirees who do not have Medicare Part A pay the difference between the total premium and the monthly subsidy.

Contributions

Pursuant to Title 24, Article 51, Section 208(1) (f) of the C.R.S., as amended, certain contributions are apportioned to the HCTF. PERA-affiliated employers of the State, School, Local Government, and Judicial Divisions are required to contribute at a rate of 1.02% of PERA-includable salary into the HCTF.

Employer contributions are recognized by the HCTF in the period in which the compensation becomes payable to the member and the District is statutorily committed to pay the contributions. Employer contributions recognized by the HCTF from the District were $1,860 for the year ended December 31, 2025.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2025, the District reported a liability of $7,868 for its proportionate share of the net OPEB liability. The net OPEB liability for the HCTF was measured as of December 31, 2024, and the total OPEB liability (TOL) used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2023. Standard update procedures were used to roll-forward the TOL to December 31, 2024. The District proportion of the net OPEB liability was based on District contributions to the HCTF for the calendar year 2024 relative to the total contributions of participating employers to the HCTF.

At December 31, 2024, the District proportion was 0.00164548460%, which was an increase of 0.0000659324% from its proportion measured as of December 31, 2024. For the year ended December 31, 2025, the District recognized OPEB expense of $790. At December 31, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ -	$ (1,736)
Changes of assumptions or other inputs	90	(2,515)
Net difference between projected and actual earnings on pension plan investments	27	-
Changes in proportion and differences between contributions recognized and proportionate share of contributions	6,543	-
Contributions subsequent to the measurement date	1,860	N/A
Total	$ 8,520	$ (4,251)

$1,860 reported as deferred outflows of resources related to OPEB, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net OPEB liability in the year ended December 31, 2026.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31,	
2026	$ 418
2027	873
2028	640
2029	526
2030	119
2031	(167)
	$ 2,409

Actuarial assumptions. The December 31, 2023, actuarial valuation used the following actuarial cost method and key actuarial assumptions and other inputs:

	State Division	School Division	Local Government Division	Judicial Division
Actuarial cost method		Entry age		
Price inflation		2.30%		
Real wage growth		0.70%		
Wage inflation		3.00%		
Salary increases, including wage inflation				
Members other than Safety Officers	3.30%-10.90%	3.40%-11.00%	3.20%-11.30%	2.80%-5.30%
Safety Officers	3.20%-12.40%	N/A	3.20%-12.40%	N/A
Long-term investment rate of return, net of OPEB plan investment expenses, including price inflation		7.25%		
Discount rate		7.25%		
Health care cost trend rates				
PERA benefit structure:				
Service-based premium subsidy		0.00%		
PERACare Medicare plans		16.00% in 2024, then 6.75% in 2025, gradually decreasing to 4.50% in 2034		
MAPD PPO #2		105.00% in 2024, then 8.55% in 2025, gradually decreasing to 4.50% in 2034		
Medicare Part A premiums		3.50% in 2024, gradually increasing to 4.50% in 2033		
DPS benefit structure:				
Service-based premium subsidy		0.00%		
PERACare Medicare plans		N/A		
Medicare Part A premiums		N/A		

As of the December 31, 2024, measurement date, the FNP and related disclosure components for the HCTF reflect additional payments related to the disaffiliation of Tri-County Health Department (Tri-County Health) as a PERA-affiliated employer, effective December 31, 2022. The additional employer disaffiliation payment allocations to the HCTF and Local Government Division Trust Fund were $0.020 million and $0.486 million, respectively.

Each year the per capita health care costs are developed by plan option. As of the December 31, 2023, actuarial valuation, costs are based on 2024 premium rates for the UnitedHealthcare Medicare Advantage Prescription Drug (MAPD) PPO plan #1, the UnitedHealthcare MAPD PPO plan #2, and the Kaiser Permanente MAPD HMO plan. Actuarial morbidity factors were then applied to estimate individual retiree and spouse costs by age, gender, and health care cost trend. This approach applies for all members and is adjusted accordingly for those not eligible for premium-free Medicare Part A for the PERA benefit structure.

Age-Related Morbidity Assumptions

Participant Age	Annual Increase (Male)	Annual Increase (Female)
65-68	2.2%	2.3%
69	2.8%	2.2%
70	2.7%	1.6%
71	3.1%	0.5%
72	2.3%	0.7%
73	1.2%	0.8%
74	0.9%	1.5%
75-85	0.9%	1.3%
86 and older	0.0%	0.0%

Sample Age	MAPD PPO #1 with Medicare Part A		MAPD PPO #2 with Medicare Part A		MAPD HMO (Kaiser) with Medicare Part A	
	Retiree/Spouse		Retiree/Spouse		Retiree/Spouse	
	Male	Female	Male	Female	Male	Female
65	$1,710	$1,420	$585	$486	$1,897	$1,575
70	$1,921	$1,589	$657	$544	$2,130	$1,763
75	$2,122	$1,670	$726	$571	$2,353	$1,853

Sample Age	MAPD PPO #1 without Medicare Part A		MAPD PPO #2 without Medicare Part A		MAPD HMO (Kaiser) without Medicare Part A	
	Retiree/Spouse		Retiree/Spouse		Retiree/Spouse	
	Male	Female	Male	Female	Male	Female
65	$6,536	$5,429	$4,241	$3,523	$7,063	$5,866
70	$7,341	$6,073	$4,764	$3,941	$7,933	$6,563
75	$8,110	$6,385	$5,262	$4,143	$8,763	$6,990

The 2024 Medicare Part A premium is $505 per month.

All costs are subject to the health care cost trend rates, as discussed below.

Health care cost trend rates reflect the change in per capita health costs over time due to factors such as medical inflation, utilization, plan design, and technology improvements. For the PERA benefit structure, health care cost trend rates are needed to project the future costs associated with providing benefits to those PERACare enrollees not eligible for premium-free Medicare Part A.

Health care cost trend rates for the PERA benefit structure are based on published annual health care inflation surveys in conjunction with actual plan experience (if credible), building block models, and industry methods developed by health plan actuaries and administrators. In addition, projected trends for the Federal Hospital Insurance Trust Fund (Medicare Part A premiums) provided by the Centers for Medicare & Medicaid Services are referenced in the development of these rates. PERACare Medicare plan rates are applied where members have no premium-free Part A and where those premiums are already exceeding the maximum subsidy. MAPD PPO #2 has a separate trend because the first year rates are still below the maximum subsidy and to reflect the estimated impact of the Inflation Reduction Act for that plan option.

The PERA benefit structure health care cost trend rates used to measure the TOL are summarized in the table below:

Year	PERACare Medicare Plans[1]	MAPD PPO #21	Medicare Part A Premiums
2024	16.00%	105.00%	3.50%
2025	6.75%	8.55%	3.75%
2026	6.50%	8.10%	3.75%
2027	6.25%	7.65%	4.00%
2028	6.00%	7.20%	4.00%
2029	5.75%	6.75%	4.25%
2030	5.50%	6.30%	4.25%
2031	5.25%	5.85%	4.25%
2032	5.00%	5.40%	4.25%
2033	4.75%	4.95%	4.50%
2034+	4.50%	4.50%	4.50%

[1] Increase in 2024 trend rates due to the effect of the Inflation Reduction Act.

Mortality assumptions used in the December 31, 2023, valuation for the Division Trust Funds as shown in the following table, reflect generational mortality and were applied, as applicable, in the December 31, 2023, valuation for the HCTF, but developed using a headcount-weighted basis. Note that in all categories, displayed as follows, the mortality tables are generationally projected using scale MP-2019. Affiliated employers of the State, School, Local Government, and Judicial Divisions participate in the HCTF.

Pre-Retirement	Mortality Table	Adjustments, as Applicable
State and Local Government Divisions (members other than Safety Officers)	PubG-2010 Employee	N/A
Safety Officers	PubS-2010 Employee	N/A
School Division	PubT-2010 Employee	N/A
Judicial Division	PubG-2010(A) Above-Median Employee	N/A

Post-Retirement (Retiree), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
State and Local Government Divisions (members other than Safety Officers)	PubG-2010 Healthy Retiree	**Males**: 94% of the rates prior to age 80/ 90% of the rates age 80 and older **Females**: 87% of the rates prior to age 80/ 107% of the rates age 80 and older
Safety Officers	PubS-2010 Healthy Retiree	N/A
School Division	PubT-2010 Healthy Retiree	**Males**: 112% of the rates prior to age 80/ 94% of the rates age 80 and older **Females**: 83% of the rates prior to age 80/ 106% of the rates age 80 and older
Judicial Division	PubG-2010(A) Above-Median Healthy Retiree	N/A
Post-Retirement (Beneficiary), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
All Beneficiaries	Pub-2010 Contingent Survivor	**Males**: 97% of the rates for all ages **Females**: 105% of the rates for all ages
Disabled	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubNS-2010 Disabled Retiree	99% of the rates for all ages
Safety Officers	PubS-2010 Disabled Retiree	N/A

The following health care costs assumptions were updated and used in the roll-forward calculation for the HCTF:

- Per capita health care costs in effect as of the December 31, 2023, valuation date for those PERACare enrollees under the PERA benefit structure who are expected to be age 65 and older and are not eligible for premium-free Medicare Part A benefits were updated to reflect costs for the 2024 plan year.

- The health care cost trend rates applicable to health care premiums were revised to reflect the current expectation of future increases in those premiums. A separate trend rate assumption set was added for MAPD PPO #2 as the first-year rate is still below the maximum subsidy and also the assumption set reflects the estimated impact of the Inflation Reduction Act for that plan option.

- The Medicare health care plan election rate assumptions were updated effective as of the December 31, 2023, valuation date based on an experience analysis of recent data.

The actuarial assumptions used in the December 31, 2023, valuations were based on the 2020 experience analysis, dated October 28, 2020, and November 4, 2020, for the period January 1, 2016, through December 31, 2019. Revised economic and demographic assumptions were adopted by PERA's Board on November 20, 2020.

Based on the 2024 experience analysis, dated January 3, 2025, for the period January 1, 2020, to December 31, 2023, revised actuarial assumptions were adopted by PERA's Board on January 17, 2025, and were effective as of December 31, 2024. The following assumptions were reflected in the roll forward calculation of the total OPEB liability from December 31, 2023, to December 31, 2024.

	State Division	School Division	Local Government Division	Judicial Division
Salary increases, including wage inflation:				
Members other than Safety Officers	2.70%-13.30%	4.00%-13.40%	3.40%-13.00%	2.30%-4.70%
Safety Officers	3.20%-16.30%	N/A	3.20%-16.30%	N/A

The following health care costs assumptions were used in the roll forward calculation for the HCTF:

- Salary scale assumptions were altered to better reflect actual experience.
- Rates of termination/withdrawal, retirement, and disability were revised to more closely reflect actual experience.
- Participation rates were reduced.
- MAPD premium costs are no longer age graded.

Plan	With Medicare Part A	Without Medicare Part A
MAPD PPO #1	$1,824	$6,972
MAPD PPO #2	624	4,524
MAPD HMO (Kaiser)	2,040	7,596

The adjustments for credibility applied to the Pub-2010 mortality tables for active and retired lives, including beneficiaries, were updated based on the experience. Note that in all categories, the mortality tables are generationally projected using the 2024 adjusted MP-2021 project scale. These assumptions updated for the Division Trust Funds, were also applied in the roll forward calculations for the HCTF using a headcount-weighted basis. Affiliated employers of the State, School, Local Government, and Judicial Divisions participate in the HCTF.

Pre-Retirement	**Mortality Table**	**Adjustments, as Applicable**
State and Local Government Divisions (members other than Safety Officers)	PubG-2010 Employee	N/A
Safety Officers	PubS-2010 Employee	N/A
School Division	PubT-2010 Employee	N/A
Judicial Division	PubG-2010(A) Above-Median Employee	N/A
Post-Retirement (Retiree), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
State and Local Government Divisions (members other than Safety Officers)	PubG-2010 Healthy Retiree	**Males**: 90% of the rates for all ages **Females**: 85% of the rates prior to age 85/ 105% of the rates age 85 and older
Safety Officers	PubS-2010 Healthy Retiree	N/A
School Division	PubT-2010 Healthy Retiree	**Males**: 106% of the rates for all ages **Females**: 86% of the rates prior to age 85/ 115% of the rates age 85 and older
Judicial Division	PubG-2010(A) Above-Median Healthy Retiree	N/A
Post-Retirement (Beneficiary), Non-Disabled	**Mortality Table**	**Adjustments, as Applicable**
All Beneficiaries	Pub-2010 Contingent Survivor	**Males**: 92% of the rates for all ages **Females**: 100% of the rates for all ages
Disabled	**Mortality Table**	**Adjustments, as Applicable**
Members other than Safety Officers	PubNS-2010 Disabled Retiree	95% of the rates for all ages
Safety Officers	PubS-2010 Disabled Retiree	N/A

The actuarial assumptions pertaining to per capita health care costs and their related trend rates are analyzed annually and updated, as appropriate, by the PERA Board's actuary.

The long-term expected return on plan assets is monitored on an ongoing basis and reviewed as part of periodic experience studies prepared every four years, and asset/liability studies, performed every three to five years for PERA. The most recent analyses were outlined in the 2024 Experience Study report dated January 3, 2025.

Several factors are considered in evaluating the long-term rate of return assumption, including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentages and then adding expected inflation.

The PERA Board first adopted the 7.25% long-term expected rate of return as of November 18, 2016. Following an asset/liability study, the Board reaffirmed the assumed rate of return at the November 15, 2019, meeting, and again at the Board's September 20, 2024, meeting. As of the most recent reaffirmation of the long-term rate of return, the target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the table as follows:

Asset Class	Target Allocation	30 Year Expected Geometric Real Rate of Return
Global Equity	51.00%	5.00%
Fixed Income	23.00%	2.60%
Private Equity	10.00%	7.60%
Real Estate	10.0%	4.10%
Alternatives	6.00%	5.20%
Total	100.00%	

Note: In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long-term expected nominal rate of return assumption of 7.25%.

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the Health Care Cost Trend Rates. The following presents the net OPEB liability using the current health care cost trend rates applicable to the PERA benefit structure, as well as if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rates:

	1% Decrease in Trend Rates	Current Trend Rates	1% Increase in Trend Rates
Initial PERACare Medicare trend rate[1]	5.75%	6.75%	7.75%
Ultimate PERACare Medicare trend rate	3.50%	4.50%	5.50%
Initial MAPD PPO#2 trend rate[1]	7.55%	8.55%	9.55%
Ultimate MAPD PPO#2 trend rate	3.50%	4.50%	5.50%
Initial Medicare Part A trend rate[1]	2.75%	3.75%	4.75%
Ultimate Medicare Part A trend rate	3.50%	4.50%	5.50%
Net OPEB Liability	$7,656	$7,868	$8,108

[1]For the January 1, 2025, plan year.

Discount Rate

The discount rate used to measure the TOL was 7.25%. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Updated health care cost trend rates for Medicare Part A premiums as of the December 31, 2024, measurement date.

- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.00%.

- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law and effective as of the measurement date.

- Employer contributions and the amount of total service costs for future plan members were based upon a process to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.

- Estimated transfers of dollars into the HCTF representing a portion of purchase service agreements intended to cover the costs associated with OPEB benefits.
- Benefit payments and contributions were assumed to be made at the middle of the year.
- As of the December 31, 2024, measurement date, the FNP and related disclosure components for the HCTF reflect additional payments related to the disaffiliation of Tri-County Health as a PERA-affiliated employer, effective December 31, 2022. The additional employer disaffiliation payment allocations to the HCTF and Local Government Division Trust Fund were $0.020 million and $0.486 million, respectively.

Based on the above assumptions and methods, the FNP for the HCTF was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25% on OPEB plan investments was applied to all periods of projected benefit payments to determine the TOL. The discount rate determination does not use the municipal bond index rate, and therefore, the discount rate is 7.25%. There was no change in the discount rate from the prior measurement date.

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the discount rate.

The following presents the proportionate share of the net OPEB liability calculated using the discount rate of 7.25%, as well as what the proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one-percentage-point lower (6.25%) or one-percentage-point higher (8.25%) than the current rate:

	1% Decrease 6.25%	Current Discount Rate 7.25%	1% Increase 8.25%
Proportionate share of the net OPEB liability	$ 9,643	$ 7,868	$ 6,338

OPEB plan fiduciary net position. Detailed information about the HCTF's FNP is available in PERA's ACFR which can be obtained at www.copera.org/forms-resources/financial-reports-and-studies.

NOTE 12 - LENGTH OF SERVICE AWARD PROGRAM (LOSAP)

On January 1, 2018, the District created the Hero Plus Program (HPP) in accordance with Internal Revenue Code Section 457(e)(11). The program is administered by Lincoln Financial Group Trust Company, Inc. (LFG). The District funds the HPP annually based upon the individual amounts earned each year.

During the year ended December 31, 2025, the District transferred $32,375 to the HPP.

NOTE 13 – INTERGOVERNMENTAL AGREEMENTS

The District has entered into intergovernmental agreements with the Town as a result of the District's organization and the continuation of fire protection services for the Town. Specifically, the Town has agreed to remit to the District 7% of sales tax revenue it receives. These taxes are remitted to the District monthly. During 2025, 2024, and 2023, the District received $1,318,208, $1,240,007, and $1,279,907, respectively, in sales taxes from the Town.

On April 2, 2024, the voters of the Town passed Ballot Issue 1A, approving the renewal of the additional 1% sales tax that was originally approved on April 1,2014 and had expired on June 30, 2024. Ballot Issue 1A provides for 9% of the 1% sales tax revenue to be transferred to the District to fund the implementation of a wildfire mitigation program by the District to encourage property owners to reduce fuels on their property and select landscaping choices and building materials for fire resistance. During 2025 and 2024, the District received $417,904 and $234,914, respectively, in sales taxes from the Town. Unpent funds accumulated from the 1A Taxes are reported as restricted net position/fund balance on the Statement of Net Position and Balance Sheet, respectively.

The Town provides dispatching and communication services to the District for an appropriate annual amount to be agreed upon by the parties during September of each calendar year for the subsequent year. During 2025, the District paid the Town $28,286 for dispatching services.

During 2025, the Town continued to provide essential support services such as information technology support and fleet maintenance at an agreed upon amount which is set annually. The total amount paid to the Town for these services in 2025 was $93,955.

NOTE 14 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; or natural disasters.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2025. The Pool is an organization created by intergovernmental agreement to provide public officials' liability and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for public officials' liability and workers compensation coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

The District continues to carry commercial insurance for all other risks of loss. The District did not have any claim settlements in excess of coverage in any of the past three fiscal years.

NOTE 15 – TAX, SPENDING AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR) contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

Enterprises, defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10% of annual revenue in grants from all state and local governments combined, are excluded from the provisions of TABOR.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 3, 2009, a majority of the District's electors authorized the District to collect, retain and spend all revenues and other funds from any revenue source, provided that the District's 1.95 mill levy tax rate shall not be increased without further voter approval and the revenues from all such sources be spent as voter approved revenue changes and as an exception to the limits which would otherwise apply, including without limitation to TABOR.

On November 6, 2018, a majority of the District's electors approved the following ballot question: Shall Estes Valley Fire Protection District be authorized to offset revenue losses from refunds, abatements and changes to the percentage of actual valuation used to determine assessed valuation (in particular to offset revenues that would otherwise be lost due to the "Gallagher Amendment" to the Colorado constitution) by increasing its operating mill levy beginning in collection year 2020 and annually thereafter, so that to the extent possible the actual tax revenue collected is the same as if such changes had not occurred?

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

Taxpayer's Bill of Rights

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

Section 29-1-1702 Revenue Limitations 5.25% Rule

Part 17 of Article 1 of Title 29 of the Colorado Revised Statutes contains limitations on the amount of revenues that can be generated from property taxes that apply to certain local governments within the State of Colorado.

Subject to certain exclusions and exemptions, property tax revenue is limited to a 5.25% increase (or 10.50% over a two year assessment period).

The District's management believes the District is in compliance with the provisions of the statute; however, the statute is complex and subject to interpretation.

NOTE 16 – ACCOUNTING CHANGES AND RESTATEMENTS

Change within the Financial Reporting Entity

Effective January 1, 2025, the District established the Impact Fee Fund to provide clearer segregation and tracking of revenues dedicated exclusively to infrastructure and capital outlays related to District expansion requirements. Historically, these revenues and their accumulated balances were accounted for within the General Fund. To align with this new reporting structure, the beginning fund balances of the affected reporting units have been restated to reflect this internal reclassification as if it occurred on the first day of the period. The impact of this change within the reporting entity on the beginning fund balances is summarized below:

- General Fund: Decreased by $149,296 from $1,729,608 to $1,580,312.
- Impact Fee Fund: Increased by $149,296 from $0 to $149,296.

This reclassification represents an internal reallocation of existing resources and has no effect on the aggregate beginning fund balance of the Total Governmental Funds.

REQUIRED SUPPLEMENTARY INFORMATION

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
VOLUNTEER PENSION FUND
LAST TEN YEARS

Measurement period ending December 31,	2024	2023	2022	2021
Total Pension Liability				
Service Cost	$ 23,882	$ 23,882	$ 20,976	$ 20,514
Interest on Total Pension Liability	110,675	111,785	108,904	109,868
Effect of Plan Changes	-	-	-	-
Effect of economic/demographic gains or losses	(53,254)	-	74,413	-
Effect of assumptions changes or inputs	-	-	3,590	-
Benefit payments	(160,785)	(155,015)	(151,342)	(148,963)
Net Change in Total Pension Liability	(79,482)	(19,348)	56,541	(18,581)
Total Pension Liability - Beginning	2,269,033	2,288,381	2,231,840	2,250,421
Total Pension Liability - Ending (a)	$ 2,189,551	$ 2,269,033	$ 2,288,381	$ 2,231,840
Plan Fiduciary Net Position				
Employer Contributions	$ 102,600	$ 102,600	$ 90,000	$ 76,000
Net investment income	93,440	125,011	(137,523)	153,647
Benefit payments	(160,785)	(155,015)	(151,342)	(148,963)
Administrative expense	(2,015)	(10,000)	(1,180)	(11,153)
Net Change in Plan Fiduciary Net Position	33,240	62,596	(200,045)	69,531
Plan Fiduciary Net Position - Beginning	1,667,738	1,605,142	1,805,187	1,735,656
Plan Fiduciary Net Position - Ending (b)	$ 1,700,978	$ 1,667,738	$ 1,605,142	$ 1,805,187
Net Pension Liability/(Asset) - Ending (a)-(b)	$ 488,573	$ 601,295	$ 683,239	$ 426,653
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	77.69%	73.50%	70.14%	80.88%
Covered Payroll	N/A	N/A	N/A	N/A
Contributions as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A

Information above is presented as of the measurement date.

	2020	2019	2018	2017	2016	2015
	$ 13,760	$ 13,760	$ 30,655	$ 30,655	$ 40,090	$ 40,090
	99,592	100,865	108,785	108,395	109,590	109,045
	238,367	-	-	-	-	-
	70,662	-	(97,738)	-	(39,766)	-
	105,119	-	(40,482)	-	13,724	-
	(146,205)	(129,573)	(127,097)	(136,697)	(135,192)	(143,152)
	381,295	(14,948)	(125,877)	2,353	(11,554)	5,983
	1,869,126	1,884,074	2,009,951	2,007,598	2,019,152	2,013,169
	$ 2,250,421	$ 1,869,126	$ 1,884,074	$ 2,009,951	$ 2,007,598	$ 2,019,152
	$ 88,605	$ 128,605	$ 128,605	$ 128,605	$ 118,605	$ 128,605
	75,013	168,084	(106,028)	100,852	90,802	(32,207)
	(146,205)	(129,573)	(127,097)	(136,697)	(135,192)	(143,152)
	(2,310)	(10,902)	(3,947)	(9,246)	(3,606)	(7,914)
	15,103	156,214	(108,467)	83,514	70,609	(54,668)
	1,720,553	1,564,339	1,672,806	1,589,292	1,518,683	1,573,351
	$ 1,735,656	$ 1,720,553	$ 1,564,339	$ 1,672,806	$ 1,589,292	$ 1,518,683
	$ 514,765	$ 148,573	$ 319,735	$ 337,145	$ 418,306	$ 500,469
	77.13%	92.05%	83.03%	83.23%	79.16%	75.21%
	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF NET PENSION LIABILITY
VOLUNTEER PENSION FUND
LAST TEN YEARS

	2024	2023	2022
Net Pension Liability			
Total Pension Liability	$ 2,189,551	$ 2,269,033	$ 2,288,381
Fiduciary Net Position	1,700,978	1,667,738	1,605,142
Net Pension Liability	$ 488,573	$ 601,295	$ 683,239
Fiduciary Net Position as a % of Total Pension Liability	77.69%	73.50%	70.14%
Covered Payroll	N/A	N/A	N/A
Net Pension Liability as a % of Covered Payroll	N/A	N/A	N/A
The total pension liability was determined by an actuarial valuation as of the valuation date using the following actuarial assumptions:			
Discount Rate	5.00%	5.00%	5.00%
Investment Rate of Return	5.00%	5.00%	5.00%
Cost of Living Adjustments	None	None	None

Other Key Actuarial Assumptions:		
Actuarial valuation date	January 1, 2025	January 1, 2023
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Amortization Method	Level Dollar - Closed	Level Dollar - Closed
Remaining Amortization Period	12 years	14 years
Asset Valuation Method	Market Value of Assets	Market Value of Assets
Inflation	2.25%	2.25%
Salary Increases	N/A	N/A
Mortality	Pub-2010 Safety Employee/Retiree Mortality Tables, with generational projections using Table MP-2021	Pub-2010 Safety Employee/Retiree Mortality Tables, with generational projections using Table MP-2021

2021	2020	2019	2018	2017	2016	2015
$ 2,231,840	$ 2,250,421	$ 1,869,126	$ 1,884,074	$ 2,009,951	$ 2,007,598	$ 2,019,152
1,805,187	1,735,656	1,720,553	1,564,339	1,672,806	1,589,292	1,518,683
$ 426,653	$ 514,765	$ 148,573	$ 319,735	$ 337,145	$ 418,306	$ 500,469
80.88%	77.13%	92.05%	83.03%	83.23%	79.16%	75.21%
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
5.00%	5.00%	5.50%	5.50%	5.50%	5.50%	5.50%
5.00%	5.00%	5.50%	5.50%	5.50%	5.50%	5.50%
None	None	None	None	None	None	None
January 1, 2021		January 1, 2019		January 1, 2017		January 1, 2015
Entry Age Normal		Entry Age Normal		Entry Age Normal		Entry Age Normal
Level Dollar - Closed		Level Dollar - Closed		Level Dollar - Closed		Level Dollar - Closed
16 years		18 years		20 years		22 years
Market Value of Assets		Market Value of Assets		Market Value of Assets		Market Value of Assets
2.25%		2.50%		2.50%		2.50%
N/A		N/A		N/A		N/A
Pub-2010 Safety Employee/Retiree Mortality Tables, with generational projections using Table MP-2020		Pub-2010 Public Retirement Plans Mortality Tables, with generational projections using Table MP-2018		RP-2014 Healthy Annuitant and Employee Mortality Tables		RP-2014 Healthy Annuitant and Emplyee Mortality Tables

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF DISTRICT CONTRIBUTIONS
VOLUNTEER PENSION FUND
LAST TEN YEARS

Year Ending December 31,	Actuarially Determined Contribution	Actual Employer Contribution *	Contribution Deficency (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2016	$ 81,151	$ 118,605	$ (37,454)	N/A	N/A
2017	$ 76,302	$ 128,605	$ (52,303)	N/A	N/A
2018	$ 76,302	$ 128,605	$ (52,303)	N/A	N/A
2019	$ 50,677	$ 128,605	$ (77,928)	N/A	N/A
2020	$ 50,677	$ 88,605	$ (37,928)	N/A	N/A
2021	$ 77,184	$ 76,000	$ 1,184	N/A	N/A
2022	$ 77,184	$ 90,000	$ (12,816)	N/A	N/A
2023	$ 101,756	$ 102,600	$ (844)	N/A	N/A
2024	$ 101,756	$ 102,600	$ (844)	N/A	N/A
2025	$ 89,297	$ 102,600	$ (13,303)	N/A	N/A

Note, full valuations are performed biannually on odd numbered years. The members of the plan are volunteers, so as such there is no covered payroll.

* Includes State Fire pension contribuion

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF INVESTMENT RETURNS
VOLUNTEER PENSION FUND
LAST TEN YEARS

Year Ending December 31,	Net Money-Weighted Rate of Return
2015	-2.11%
2016	6.12%
2017	6.48%
2018	-6.38%
2019	10.74%
2020	4.47%
2021	9.18%
2022	-7.78%
2023	8.04%
2024	5.86%

The money weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)

FPPA PENSION PLAN - STATEWIDE DEFINED BENEFIT PLAN FUND

LAST TEN YEARS

	2024	2023	2022	2021
District's Proportion of the Net Pension Liability (Asset)	0.0531019%	0.0554493%	0.0599097%	0.0496808%
District's Proportionate Share of the Net Pension Liability (Asset)	$ -	$ -	$ 53,176	$ (269,237)
Covered Payroll	$ 561,540	$ 519,905	$ 507,389	$ 401,576
Proportionate Share of Net Pension Liability (Asset) as a Percentage of Covered Payroll	0.000%	0.000%	10.480%	(67.045)%
Calculation of Collective Net Pension Liability:				
Total Pension Liability	$ 4,716,284,644	$ 4,212,130,287	$ 3,752,109,029	$ 3,352,605,624
Plan Fiduciary Net Position	4,716,284,644	4,212,130,287	3,663,348,061	3,894,539,387
Net Pension Liability (Asset)	$ -	$ -	$ 88,760,968	$ (541,933,763)
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)	100.00%	100.00%	97.63%	116.16%

Information above is presented as of the measurement date.

2020	2019	2018	2017	2016	2015
0.0389952%	0.0341250%	0.0375472%	0.0425350%	0.0530987%	0.0459829%
$ (84,659)	$ (19,300)	$ 47,470	$ (61,193)	$ 19,187	$ (811)
$ 327,038	$ 301,900	$ 251,513	$ 248,806	$ 282,784	$ 223,653
(25.887)%	(6.393)%	18.874%	(24.595)%	6.785%	(0.363)%
$ 3,230,485,701	$ 2,919,378,738	$ 2,653,120,261	$ 2,269,410,684	$ 2,021,526,883	$ 1,846,961,999
3,447,586,098	2,975,935,079	2,526,692,808	2,413,276,447	1,985,393,043	1,848,724,853
$ (217,100,397)	$ (56,556,341)	$ 126,427,453	$ (143,865,763)	$ 36,133,840	$ (1,762,854)
106.72%	101.94%	95.23%	106.34%	98.21%	(100.10)%

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF DISTRICT CONTRIBUTIONS
FPPA PENSION PLAN - STATEWIDE DEFINED BENEFIT PLAN FUND
LAST TEN YEARS

Year Ending December 31,	Statutorily Required Contribution	Actual Employer Contribution	Contribution Deficency (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2016	$ 22,623	$ 22,623	$ -	$ 282,784	8.00%
2017	$ 19,904	$ 19,904	$ -	$ 248,806	8.00%
2018	$ 20,121	$ 20,121	$ -	$ 251,513	8.00%
2019	$ 24,152	$ 24,152	$ -	$ 301,900	8.00%
2020	$ 26,163	$ 26,163	$ -	$ 327,038	8.00%
2021	$ 34,134	$ 34,134	$ -	$ 401,576	8.50%
2022	$ 45,665	$ 45,665	$ -	$ 507,389	9.00%
2023	$ 49,391	$ 49,391	$ -	$ 519,905	9.50%
2024	$ 56,154	$ 56,154	$ -	$ 561,540	10.00%
2025	$ 73,115	$ 73,115	$ -	$ 696,333	10.50%

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
PERA PENSION PLAN - LOCAL GOVERNMENT DIVISION TRUST FUND

LAST TEN YEARS

	2024	2023	2022
District's Proportion of the Net Pension Liability (Asset)	0.0206956%	0.0198684%	0.0127348%
District's Proportionate Share of the Net Pension Liability (Asset)	$ 126,988	$ 145,842	$ 127,675
Covered Payroll	$ 198,597	$ 175,012	$ 104,140
Proportionate Share of Net Pension Liability (Asset) as a Percentage of Covered Payroll	63.943%	83.333%	122.599%
Calculation of Collective Net Pension Liability ($ in thousands):			
Total Pension Liability	$ 6,426,530	$ 6,131,113	$ 5,895,159
Plan Fiduciary Net Position	5,812,932	5,397,072	4,892,596
Net Pension Liability (Asset)	$ 613,598	$ 734,041	$ 1,002,563
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)	90.45%	88.03%	82.99%

Information above is presented as of the measurement date.

2021	2020	2019	2018	2017	2016	2015
0.0087213%	0.0090842%	0.0088118%	0.0085772%	0.0077913%	0.0072101%	0.0074612%
$ (7,477)	$ 47,340	$ 64,449	$ 107,833	$ 86,751	$ 97,361	$ 82,191
$ 64,890	$ 66,485	$ 60,680	$ 55,974	$ 48,795	$ 43,798	$ 42,439
-11.523%	71.204%	106.211%	192.648%	177.787%	222.296%	193.669%
$ 5,758,380	$ 5,715,765	$ 5,324,353	$ 5,228,602	$ 5,396,516	$ 5,123,847	$ 4,762,090
5,844,117	5,194,638	4,592,962	3,971,389	4,283,086	3,773,506	3,660,509
$ (85,737)	$ 521,127	$ 731,391	$ 1,257,213	$ 1,113,430	$ 1,350,341	$ 1,101,581
101.49%	90.88%	86.26%	75.96%	79.37%	73.65%	76.87%

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF DISTRICT CONTRIBUTIONS
PERA PENSION PLAN - LOCAL GOVERNMENT DIVISION TRUST FUND
LAST TEN YEARS

Year Ending December 31,	Statutorily Required Contribution	Actual Employer Contribution	Contribution Deficency (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2016	$ 5,554	$ 5,554	$ -	$ 43,798	12.68%
2017	$ 6,187	$ 6,187	$ -	$ 48,795	12.68%
2018	$ 7,098	$ 7,098	$ -	$ 55,974	12.68%
2019	$ 7,694	$ 7,694	$ -	$ 60,680	12.68%
2020	$ 8,596	$ 8,596	$ -	$ 66,485	12.93%
2021	$ 8,565	$ 8,565	$ -	$ 64,890	13.20%
2022	$ 14,035	$ 14,035	$ -	$ 104,140	13.48%
2023	$ 24,047	$ 24,047	$ -	$ 175,012	13.74%
2024	$ 27,327	$ 27,327	$ -	$ 198,597	13.76%
2025	$ 25,143	$ 25,143	$ -	$ 182,330	13.79%

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY
PERA - HEALTH CARE TRUST FUND
LAST NINE YEARS *

	2024	2023	2022
District's Proportion of the Net OPEB Liability	0.0016455%	0.0015796%	0.0010262%
District Proportionate Share of the Net OPEB Liability (Asset)	$ 7,868	$ 11,274	$ 8,379
Covered Payroll	$ 198,597	$ 175,012	$ 104,140
Proportionate Share of Net OPEB Liability as a Percentage of its Covered Payroll	3.962%	6.442%	8.046%
Calculation of Collective Net Pension Liability ($ in thousands):			
Total OPEB Liability	$ 1,190,476	$ 1,325,637	$ 1,329,183
Plan Fiduciary Net Position	712,309	611,911	512,704
Net OPEB Liability (Asset)	$ 478,167	$ 713,726	$ 816,479
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	59.83%	46.16%	38.57%

The amounts presented for each fiscal year were determined as of December 31st, the measurement date used by the District.

* This schedule will report ten years of data when it is available

2021	2020	2019	2018	2017	2016
0.0006780%	0.0006933%	0.0006749%	0.0006652%	0.0006054%	0.0005535%
$ 5,846	$ 6,588	$ 7,586	$ 9,050	$ 7,868	$ 7,176
$ 64,890	$ 66,485	$ 60,680	$ 55,974	$ 48,795	$ 43,798
9.009%	9.909%	12.502%	16.168%	16.125%	16.384%
$ 1,423,054	$ 1,413,526	$ 1,488,508	$ 1,639,734	$ 1,575,822	$ 1,556,762
560,749	463,301	364,510	279,192	276,222	260,228
$ 862,305	$ 950,225	$ 1,123,998	$ 1,360,542	$ 1,299,600	$ 1,296,534
39.40%	32.78%	24.49%	17.03%	17.53%	16.72%

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF DISTRICT CONTRIBUTIONS
PERA - HEALTH CARE TRUST FUND
LAST TEN YEARS

Year Ending December 31,	Statutorily Required Contribution	Actual Employer Contribution	Contribution Deficency (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2016	$ 447	$ 447	$ -	$ 43,798	1.02%
2017	$ 498	$ 498	$ -	$ 48,795	1.02%
2018	$ 571	$ 571	$ -	$ 55,974	1.02%
2019	$ 619	$ 619	$ -	$ 60,680	1.02%
2020	$ 678	$ 678	$ -	$ 66,485	1.02%
2021	$ 663	$ 663	$ -	$ 64,890	1.02%
2022	$ 1,062	$ 1,062	$ -	$ 104,140	1.02%
2023	$ 1,785	$ 1,785	$ -	$ 175,012	1.02%
2024	$ 2,026	$ 2,026	$ -	$ 198,597	1.02%
2025	$ 1,860	$ 1,860	$ -	$ 182,330	1.02%

Public Employees' Retirement Association of Colorado (PERA)

Defined Benefit Pension Plan

Note 1—Significant Changes in Plan Provisions Affecting Trends in Actuarial Information

2024 Changes in Plan Provisions Since 2023

- As of the December 31, 2024, measurement date, the FNP and related disclosure components for the Local Government Division reflect additional payments related to the disaffiliation of Tri-County Health Department as a PERA-affiliated employer, effective December 31, 2022. The additional employer disaffiliation payment allocations to the Local Government Division Trust Fund and HCTF were $0.486 million and $0.020 million, respectively.

Note 2—Significant Changes in Assumptions or Other Inputs Affecting Trends in Actuarial Information

2024 Changes in Assumptions or Other Inputs Since 2023

- Salary scale assumptions were altered to better reflect actual experience.
- Rates of termination/withdrawal, retirement, and disability were revised to more closely reflect actual experience.
- The Pub-2010 Public Retirement Plans Mortality base tables were retained for purposes of active, retired, disabled, and beneficiary lives, with revised adjustments for credibility and gender, where applicable. In addition, the applied generational projection scale was updated to the 2024 adjusted scale MP-2021.
- The estimated administrative expense as a percentage of covered payroll was increased from 0.40% to 0.45%.

Health Care Trust Fund

Note 1—Significant Changes in Plan Provisions Affecting Trends in Actuarial Information

2024 Changes in Plan Provisions Since 2023

- As of the December 31, 2024, measurement date, the FNP and related disclosure components for HCTF reflect additional payments related to the disaffiliation of Tri-County Health Department as a PERA-affiliated employer, effective December 31, 2022. The additional employer disaffiliation payment allocations to the HCTF and Local Government Division Trust Fund were $0.020 million and $0.486 million, respectively.

Note 2—Significant Changes in Assumptions or Other Inputs Affecting Trends in Actuarial Information

2024 Changes in Assumptions or Other Inputs Since 2023

- Salary scale assumptions were altered to better reflect actual experience.
- Rates of termination/withdrawal, retirement, and disability were revised to more closely reflect actual experience.
- The adjustments for credibility applied to the Pub-2010 mortality tables for active and retired lives, including beneficiaries, were updated based on experience. In addition, the mortality projection scale was updated to the 2024 adjusted scale MP-2021 to reflect future improvements in mortality for all groups.
- Participation rates were reduced.
- MAPD premium costs are no longer age graded.

SUPPLEMENTARY INFORMATION

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
IMPACT FEE FUND
For the Year Ended December 31, 2025

	Original and Final Budget	Actual Amounts	Variance with Final Budget
Revenues			
Impact Fees	$ -	$ 32,907	$ 32,907
Expenditures			
Capital	-	-	-
Net Change in Fund Balance	-	32,907	32,907
Fund Balance - Beginning, as restated	-	149,296	149,296
Fund Balance - Ending	$ -	$ 182,203	$ 182,203

See the Accompanying Independent Auditor's Report

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF CHANGES IN FIDUCIARY NET POSITION
BUDGET AND ACTUAL
VOLUNTEER PENSION FUND

For the Year Ended December 31, 2025

	Original & Final Budget	Actual Amounts	Variance with Final Budget
Additions			
Interest and Dividends	$ 115,000	$ 35,491	$ (79,509)
Estes Valley FPD Contribution	54,000	14,096	(39,904)
State Participation Contribution	48,605	-	(48,605)
Total Additions	217,605	49,587	(168,018)
Deductions			
Retiree Benefit Payments	158,985	38,171	120,814
Audit Fees	2,500	-	2,500
Actuarial Study	1,200	-	1,200
Investment Fees	10,000	3,159	6,841
Miscellaneous	5,000	-	5,000
Transfer to FPPA	-	1,709,235	(1,709,235)
Contingency	2,700	-	2,700
Total Deductions	180,385	1,750,565	(1,570,180)
Change in Plan Net Position	37,220	(1,700,978)	(1,738,198)
Plan Net Position - Beginning	1,715,397	1,700,978	(14,419)
Plan Net Position - Ending	$ 1,752,617	$ -	$ (1,752,617)

See the Accompanying Independent Auditor's Report

OTHER INFORMATION

ESTES VALLEY FIRE PROTECTION DISTRICT

SCHEDULE OF ASSESSED VALUATION, MILL LEVY AND PROPERTY TAXES COLLECTED

Levy Year	Collection Year	Assessed Valuation	Mill Levy General	Mill Levy Debt	Mill Levy Total	Total Levy	Current Collection	Collection Rate
2011	2012	$ 297,268,990	1.950	0.000	1.950	$ 579,675	$ 575,944	99.36%
2012	2013	296,738,190	1.950	0.000	1.950	578,639	577,955	99.88%
2013	2014	282,549,790	1.950	0.000	1.950	550,972	547,294	99.33%
2014	2015	274,499,120	1.950	0.000	1.950	535,273	531,439	99.28%
2015	2016	302,715,411	1.950	0.000	1.950	590,295	585,765	99.23%
2016	2017	304,403,755	1.950	0.000	1.950	593,587	590,780	99.53%
2017	2018	322,076,550	1.950	0.000	1.950	628,049	625,517	99.60%
2018	2019	322,813,933	1.950	0.000	1.950	629,487	629,104	99.94%
2019	2020	371,047,013	1.950	0.000	1.950	723,542	718,784	99.34%
2020	2021	371,349,506	1.958	0.000	1.958	727,102	724,129	99.59%
2021	2022	398,442,345	1.958	0.000	1.958	780,150	779,470	99.91%
2022	2023	391,417,940	1.997	0.000	1.997	781,663	783,206	100.20%
2023	2024	521,962,677	2.069	0.000	2.069	1,079,941	1,078,620	99.88%
2024	2025	522,382,044	2.069	0.000	2.069	1,080,808	1,068,656	98.88%
Estimated for year ending December 31, 2026		$ 523,513,851	2.069	0.000	2.069	$ 1,083,150		

Note:
Property taxes collected in any one year include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

Source: Larimer County Assessor and Treasurer

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #7(b)(i)

Agenda Title:

Discussion/action re: Approval of the 2025 Audit

Submitted by:

Steve Dazzio, Auditor, Jeff Robbins and Ryan Leahy, Audit Subcommittee

Background Information:

Attached are the 2025 audit and transmittal letter from our auditor Steven Dazzio. If approved by the board this audit will be submitted to the Office of the State Auditor before the required deadline of July 31, 2026.

The board audit subcommittee comprised of Treasurer Brian Leahy and Secretary Jeff Robbins, with the assistance of our accountants, met twice to review the draft audit prepared by Steve Dazzio. One issue was identified and will be corrected.

This issue involved how our impact fees have been accounted for since the inception of this program in 2018. When this program was established in 2018, Resolution 2018-01 required that funds collected from the impact fee be deposited into a Capital Fee (Impact Fee) Fund separate from the general fund. After the program was established, a new bank account titled Impact Fee Funds was established. Since 2018 the impact fees collected have been deposited in our general savings account and not in the special impact fee account.

This has been solved by transferring the accumulated impact fees to the impact fee fund as required by the original resolution. The total amount of impact fees collected since 2028 is approximately $318,000. Of this amount, $136,000 will be applied for the purchase of Engine 723 in 2021. This is the amount of impact fees accumulated from 2018 to the purchase of Engine 723. The remaining $182,000 will be transferred to the impact fee fund. The reason $136,000 was applied to this purchase is that this engine was added to our fleet to address the increased wildfire urban interface risk posed by new development.

Steve Dazzio can explain this in more detail if desired by the board.

Attachments:

☐ Agenda	☐ Minutes	☒ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

A motion to (approve, deny, or modify) the 2025 Audit provided at the July 27, 2026, meeting.

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

Estes Valley Fire Protection District

Monthly Financial Report

Monthly Financial Report – June 2026

Attached are the following for your information and review:

1. District & Wildland Risk Reduction Fund Balance Sheets as of June 30, 2026.
2. Summary of reconciled cash balances on June 30, 2026.
3. District & Wildland Risk Reduction Fund - Income Statements of Revenues and Expenditures for the month of June 2026, including budget to actual and year-to-date balances.
4. Monthly Disbursement Report.
5. 12-Month Cash Flow.

Key points:

- Total operating revenue for June was $190,363 which was $170,958 under budget.
  - Tax revenue for the month of June was $150,478 which was $193,888 under budget.
  - Non-Tax revenue for June was $39,884 which was over budget by $22,930.
- Total expenses for June were $181,673 which was under budget by $411.
- Total revenue YTD is $1,503,539 which was under budget by $84,759.
- Total expenses YTD are $1,045,896 which was under budget by $183,381.

Please contact the Finance Director for any questions or concerns regarding this report.

Estes Valley Fire Protection District
Balance Sheet
As of June 30, 2026

	Jun 30, 26	Jun 30, 25	$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000 · Bank of Colorado - Checking	70,359.14	87,790.12	-17,430.98
1010 · Checking (8495)	27,771.46	27,751.38	20.08
1020 · Savings (1262)	1,678,437.12	1,094,832.38	583,604.74
1030 · CSAFE - Core	677,071.74	650,181.02	26,890.72
1040 · Impact Fee Funds	22,571.29	22,427.95	143.34
1070 · Petty Cash	-83.25	-83.25	0.00
1072 · Bill.com	0.00	513.18	-513.18
Total Checking/Savings	2,476,127.50	1,883,412.78	592,714.72
Accounts Receivable			
1100 · Accounts Receivable	76,343.48	64,073.53	12,269.95
Total Accounts Receivable	76,343.48	64,073.53	12,269.95
Other Current Assets			
1200 · Due from County Treasurer	5,724.65	215,960.99	-210,236.34
1220 · Property Tax Receivable	1,083,150.00	68,349.43	1,014,800.57
1230 · Sales Tax Receivable	76,563.64	68,637.66	7,925.98
1240 · Prepaid Expense	44,089.08	0.00	44,089.08
1250 · Due from Other Fund	0.00	63,860.86	-63,860.86
Total Other Current Assets	1,209,527.37	416,808.94	792,718.43
Total Current Assets	3,761,998.35	2,364,295.25	1,397,703.10
Other Assets			
1410 · Due from Sales Tax 1A	0.00	83,552.75	-83,552.75
1420 · Lease Deposit	2,800.00	2,800.00	0.00
Total Other Assets	2,800.00	86,352.75	-83,552.75
TOTAL ASSETS	**3,764,798.35**	**2,450,648.00**	**1,314,150.35**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	57,189.74	102,247.41	-45,057.67
Total Accounts Payable	57,189.74	102,247.41	-45,057.67
Other Current Liabilities			
2100 · Accrued Payroll	0.00	-120.40	120.40
2110 · Accrued Wages	51,217.53	32,942.69	18,274.84
2120 · Accrued Benefits	40,089.41	-14,279.73	54,369.14
2130 · Accrued FPPA	789.18	0.00	789.18
2150 · Accrued Taxes	4,031.04	-693.45	4,724.49
2200 · Deferred Property Taxes	1,083,150.00	68,349.43	1,014,800.57
2220 · Deferred Revenue	175,000.00	175,000.00	0.00
2310 · Due to General Fund	0.00	147,413.61	-147,413.61
2320 · Due to Sales Tax 1A	404,869.25	0.00	404,869.25
Total Other Current Liabilities	1,759,146.41	408,612.15	1,350,534.26
Total Current Liabilities	1,816,336.15	510,859.56	1,305,476.59
Total Liabilities	1,816,336.15	510,859.56	1,305,476.59

Estes Valley Fire Protection District
Balance Sheet
As of June 30, 2026

	Jun 30, 26	Jun 30, 25	$ Change
Equity			
3000 · Opening Balance Equity	0.00	6,653.65	-6,653.65
3010 · Volunteer Fire Fund Equity	35,253.27	35,253.27	0.00
3020 · Committed Fund Balance	162,892.00	162,892.00	0.00
3030 · Restricted for TABOR	87,200.00	87,200.00	0.00
3040 · Committed for LOSAP	2,050.00	2,050.00	0.00
3050 · Unrestricted Fund Balance	1,017,880.72	1,240,627.63	-222,746.91
3060 · Nonspendable	103,044.00	103,044.00	0.00
3070 · Committed Contractual	82,500.00	82,500.00	0.00
Net Income	457,642.21	219,567.89	238,074.32
Total Equity	1,948,462.20	1,939,788.44	8,673.76
TOTAL LIABILITIES & EQUITY	**3,764,798.35**	**2,450,648.00**	**1,314,150.35**

EVFPD Wildland Risk Reduction Fund
Balance Sheet
As of June 30, 2026

	Jun 30, 26
ASSETS	
Current Assets	
Other Current Assets	
1250 · Due from General Fund	404,869.25
Total Other Current Assets	404,869.25
Total Current Assets	404,869.25
TOTAL ASSETS	**404,869.25**
LIABILITIES & EQUITY	
Equity	
3050 · Retained Earnings	358,445.00
Net Income	46,424.25
Total Equity	404,869.25
TOTAL LIABILITIES & EQUITY	**404,869.25**

Estes Valley Fire Protection District

Summary of Reconciled Cash Balances

Period Ending
06/30/26

	BOC Operating 6/30/2026	BOC Benefits 6/30/2026	BOC Savings 6/30/2026	BOC Impact Fees 6/30/2026	CSAFE 6/30/2026
Beginning Balance	48,820.17	27,770.24	1,638,432.54	22,543.19	674,949.88
Cleared Transactions					
Checks and Payments	(147,865.88)	-	(135,064.44)	-	-
Deposits and Credits	169,404.85	1.22	175,983.97	28.10	2,121.86
Total Cleared Transactions	21,538.97	1.22	40,919.53	28.10	2,121.86
Cleared Balance	**70,359.14**	**27,771.46**	**1,679,352.07**	**22,571.29**	**677,071.74**
Uncleared Transactions					
Checks and Payments	-	-	(914.95)	-	-
Deposits and Credits	-	-	-	-	-
Total Uncleared Transactions	-	-	(914.95)	-	-
Register Balance as of 06/30/26	**70,359.14**	**27,771.46**	**1,678,437.12**	**22,571.29**	**677,071.74**

For Internal Use Only

Estes Valley Fire Protection District
Profit & Loss Budget Performance
June 2026

	Jun 26	Budget	$ Over Budget	Jan - Jun 26	YTD Budget	$ Over Budget	Annual Budget
Income							
4000 · Tax Revenue	150,478.15	344,366.00	-193,887.85	1,382,784.07	1,491,081.00	-108,296.93	2,452,729.00
4100 · Non Tax Levy Revenue	39,884.63	16,955.00	22,929.63	120,755.08	97,217.00	23,538.08	264,404.00
Total Income	190,362.78	361,321.00	-170,958.22	1,503,539.15	1,588,298.00	-84,758.85	2,717,133.00
Expense							
5000 · Personnel Expenses	106,093.13	109,989.00	-3,895.87	575,037.30	712,791.00	-137,753.70	1,481,580.00
6000 · Buildings & Land	7,083.78	9,392.00	-2,308.22	58,140.18	56,352.00	1,788.18	112,713.00
6100 · Vehicles & Equipment	8,518.97	20,579.00	-12,060.03	52,709.09	123,474.00	-70,764.91	246,944.00
6200 · Communications & IT	7,005.79	10,479.00	-3,473.21	63,331.77	71,457.00	-8,125.23	134,328.00
6300 · Travel & Training	363.17	12,364.00	-12,000.83	43,320.69	74,184.00	-30,863.31	148,358.00
7000 · Managerial Expenses	52,608.24	19,281.00	33,327.24	253,357.91	191,020.00	62,337.91	408,949.00
Total Expense	181,673.08	182,084.00	-410.92	1,045,896.94	1,229,278.00	-183,381.06	2,532,872.00
Net Income	**8,689.70**	**179,237.00**	**-170,547.30**	**457,642.21**	**359,020.00**	**98,622.21**	**184,261.00**

Estes Valley Fire Protection District
Profit & Loss Budget Performance
June 2026

	Jun 26	Budget	$ Over Budget	Jan - Jun 26	YTD Budget	$ Over Budget	Annual Budget
Income							
4000 · Tax Revenue							
4010 · Property Tax Revenues	73,473.91	210,625.00	-137,151.09	789,000.18	1,033,435.00	-244,434.82	1,083,150.00
4020 · Sales Tax	71,945.32	127,104.00	-55,158.68	562,383.48	417,789.00	144,594.48	1,288,417.00
4030 · Sales Tax - Ballot Issue 1A	0.00			0.00			
4040 · Specific Ownership	5,058.92	6,637.00	-1,578.08	31,400.41	39,857.00	-8,456.59	81,162.00
Total 4000 · Tax Revenue	150,478.15	344,366.00	-193,887.85	1,382,784.07	1,491,081.00	-108,296.93	2,452,729.00
4100 · Non Tax Levy Revenue							
4050 · Impact Fees	32,199.22	7,421.00	24,778.22	63,410.00	40,013.00	23,397.00	60,000.00
4130 · Investment Income	4,267.78	5,000.00	-732.22	16,494.38	30,000.00	-13,505.62	60,000.00
4140 · Grants	0.00	0.00	0.00	19,362.92	0.00	19,362.92	90,000.00
4150 · Plan Reviews & Inspections	2,652.00	2,628.00	24.00	5,965.00	15,768.00	-9,803.00	31,536.00
4160 · Operational Permits	200.00	417.00	-217.00	1,400.00	2,502.00	-1,102.00	5,000.00
4170 · Miscellaneous Revenue	565.63	1,489.00	-923.37	14,122.78	8,934.00	5,188.78	17,868.00
Total 4100 · Non Tax Levy Revenue	39,884.63	16,955.00	22,929.63	120,755.08	97,217.00	23,538.08	264,404.00
Total Income	190,362.78	361,321.00	-170,958.22	1,503,539.15	1,588,298.00	-84,758.85	2,717,133.00
Expense							
5000 · Personnel Expenses							
5010 · Salaries & Wages	77,211.20	67,854.00	9,357.20	394,534.11	441,052.00	-46,517.89	882,102.00
5020 · Part Time Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5030 · 1A Salaries	0.00			0.00			
5040 · Overtime	0.00	143.00	-143.00	0.00	929.00	-929.00	1,854.00
5060 · FF Call Reimbursements	0.00	6,000.00	-6,000.00	0.00	39,000.00	-39,000.00	78,000.00
5070 · Non-Travel Mileage Reimb.	0.00	88.00	-88.00	0.00	528.00	-528.00	1,050.00
5100 · Payroll Tax Expense	874.34	1,402.00	-527.66	4,916.43	9,114.00	-4,197.57	18,234.00
5200 · Retirement Expense	10,204.70	17,164.00	-6,959.30	86,521.28	111,566.00	-25,044.72	223,136.00
5210 · Medical Insurance	9,870.12	13,144.00	-3,273.88	58,652.20	85,438.00	-26,785.80	170,884.00
5220 · Workers Comp	0.00	0.00	0.00	-101.05	0.00	-101.05	56,000.00
5230 · EE Physicals/Wellness	0.00	977.00	-977.00	5,740.00	5,862.00	-122.00	11,720.00
5240 · Recruitment & Retention	7,932.77	3,217.00	4,715.77	24,774.33	19,302.00	5,472.33	38,600.00
Total 5000 · Personnel Expenses	106,093.13	109,989.00	-3,895.87	575,037.30	712,791.00	-137,753.70	1,481,580.00
6000 · Buildings & Land							
6010 · Utilities	1,748.21	3,245.00	-1,496.79	18,117.98	19,470.00	-1,352.02	38,946.00
6020 · Building Repairs & Maintenance	2,048.00	2,164.00	-116.00	18,306.17	12,984.00	5,322.17	25,967.00
6030 · Station Supplies	112.57	108.00	4.57	2,666.03	648.00	2,018.03	1,300.00
8200 · Office Rent	3,175.00	3,875.00	-700.00	19,050.00	23,250.00	-4,200.00	46,500.00
Total 6000 · Buildings & Land	7,083.78	9,392.00	-2,308.22	58,140.18	56,352.00	1,788.18	112,713.00
6100 · Vehicles & Equipment							
6110 · Vehicle Fuel	1,647.30	1,667.00	-19.70	10,612.31	10,002.00	610.31	20,000.00

Estes Valley Fire Protection District
Profit & Loss Budget Performance
June 2026

	Jun 26	Budget	$ Over Budget	Jan - Jun 26	YTD Budget	$ Over Budget	Annual Budget
6120 · Vehicle Repair & Maint	515.52	8,402.00	-7,886.48	21,561.08	50,412.00	-28,850.92	100,829.00
6130 · PPE	1,869.79	6,650.00	-4,780.21	9,766.74	39,900.00	-30,133.26	79,800.00
6140 · Fire Tools & Equipment	584.28	2,017.00	-1,432.72	954.04	12,102.00	-11,147.96	24,200.00
6150 · Equipment Maintenance	3,592.12	1,543.00	2,049.12	9,039.74	9,258.00	-218.26	18,515.00
6160 · EMS Supplies & Equipment	309.96	300.00	9.96	775.18	1,800.00	-1,024.82	3,600.00
Total 6100 · Vehicles & Equipment	8,518.97	20,579.00	-12,060.03	52,709.09	123,474.00	-70,764.91	246,944.00
6200 · Communications & IT							
6210 · IT Support	3,609.86	3,333.00	276.86	26,354.13	19,998.00	6,356.13	40,000.00
6220 · Hardware & Software	1,078.73	2,520.00	-1,441.27	21,182.33	15,120.00	6,062.33	30,234.00
6230 · Dispatch	2,317.20	2,750.00	-432.80	4,674.40	16,500.00	-11,825.60	33,000.00
6240 · Radio Purchase & Maint.	0.00	1,876.00	-1,876.00	11,120.91	19,839.00	-8,718.09	31,094.00
Total 6200 · Communications & IT	7,005.79	10,479.00	-3,473.21	63,331.77	71,457.00	-8,125.23	134,328.00
6300 · Travel & Training							
6310 · Training & Seminars	49.99	3,387.00	-3,337.01	4,799.17	20,322.00	-15,522.83	40,645.00
6320 · Training Tools & Supplies	59.98	1,196.00	-1,136.02	189.98	7,176.00	-6,986.02	14,342.00
6330 · Travel & Meeting Expense	253.20	2,513.00	-2,259.80	20,465.80	15,078.00	5,387.80	30,150.00
6340 · Fire Prev & Pub Ed	0.00	5,185.00	-5,185.00	17,865.74	31,110.00	-13,244.26	62,221.00
6350 · Community Outreach	0.00	83.00	-83.00	0.00	498.00	-498.00	1,000.00
Total 6300 · Travel & Training	363.17	12,364.00	-12,000.83	43,320.69	74,184.00	-30,863.31	148,358.00
7000 · Managerial Expenses							
7010 · County Treasurer Fees	1,473.06	3,082.00	-1,608.94	15,743.84	15,108.00	635.84	15,863.00
7020 · Office Supplies	0.00	688.00	-688.00	0.00	4,128.00	-4,128.00	8,250.00
7030 · Fees/Dues//Subscriptions	142.39	2,216.00	-2,073.61	7,342.26	13,296.00	-5,953.74	26,588.00
7040 · Professional Services	37,120.75	5,142.00	31,978.75	63,945.48	30,852.00	33,093.48	61,705.00
7050 · Finance/Audit Expense	5,331.60	3,000.00	2,331.60	37,781.60	41,718.00	-3,936.40	59,718.00
7060 · Legal Expense	8,136.00	4,167.00	3,969.00	72,762.00	25,002.00	47,760.00	50,000.00
7070 · Bank & Service Fees	64.44	569.00	-504.56	596.64	3,414.00	-2,817.36	6,825.00
7080 · Liability Insurance	0.00	0.00	0.00	54,799.25	55,000.00	-200.75	55,000.00
7090 · Elections	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00
8000 · Grant Expense	0.00	0.00	0.00	0.00	0.00	0.00	90,000.00
8100 · Miscellaneous	340.00	417.00	-77.00	386.84	2,502.00	-2,115.16	5,000.00
Total 7000 · Managerial Expenses	52,608.24	19,281.00	33,327.24	253,357.91	191,020.00	62,337.91	408,949.00
Total Expense	181,673.08	182,084.00	-410.92	1,045,896.94	1,229,278.00	-183,381.06	2,532,872.00
Net Income	**8,689.70**	**179,237.00**	**-170,547.30**	**457,642.21**	**359,020.00**	**98,622.21**	**184,261.00**

EVFPD Wildland Risk Reduction Fund
Profit & Loss Budget Performance
June 2026

	Jun 26	Budget	$ Over Budget	Jan - Jun 26	YTD Budget	$ Over Budget	Annual Budget
Income							
4000 · Tax Revenue							
4030 · Sales Tax - Ballot Issue ...	23,125.28	23,012.00	113.28	180,573.91	111,872.00	68,701.91	393,847.00
Total 4000 · Tax Revenue	23,125.28	23,012.00	113.28	180,573.91	111,872.00	68,701.91	393,847.00
Total Income	23,125.28	23,012.00	113.28	180,573.91	111,872.00	68,701.91	393,847.00
Gross Profit	23,125.28	23,012.00	113.28	180,573.91	111,872.00	68,701.91	393,847.00
Expense							
5000 · Personnel Expenses							
5030 · 1A Salaries	9,701.44	15,757.00	-6,055.56	55,080.41	102,421.00	-47,340.59	204,842.00
5050 · 1A Overtime	0.00	178.00	-178.00	187.20	1,157.00	-969.80	2,317.00
5060 · Call Credits	0.00			240.00			
5100 · Payroll Tax Expense	143.40	273.00	-129.60	833.27	1,775.00	-941.73	3,554.00
5200 · Retirement Expense	1,717.42	2,696.00	-978.58	10,407.09	17,524.00	-7,116.91	35,052.00
5210 · Medical Insurance	3,736.77	4,551.00	-814.23	16,030.37	29,582.00	-13,551.63	59,168.00
Total 5000 · Personnel Expenses	15,299.03	23,455.00	-8,155.97	82,778.34	152,459.00	-69,680.66	304,933.00
6000 · Buildings & Land							
6030 · Station Supplies	0.00			20.88			
Total 6000 · Buildings & Land	0.00			20.88			
6100 · Vehicles & Equipment							
6110 · Vehicle Fuel	114.80			290.51			
6130 · PPE	0.00	458.00	-458.00	0.00	2,748.00	-2,748.00	5,500.00
6140 · Fire Tools & Equipment	0.00	417.00	-417.00	1,059.93	2,502.00	-1,442.07	5,000.00
Total 6100 · Vehicles & Equipment	114.80	875.00	-760.20	1,350.44	5,250.00	-3,899.56	10,500.00
6200 · Communications & IT							
6220 · Hardware & Software	0.00	333.00	-333.00	0.00	1,998.00	-1,998.00	4,000.00
Total 6200 · Communications & IT	0.00	333.00	-333.00	0.00	1,998.00	-1,998.00	4,000.00
6300 · Travel & Training							
6310 · Training & Seminars	0.00	208.00	-208.00	0.00	1,248.00	-1,248.00	2,500.00
6350 · Community Outreach	0.00	0.00	0.00	50,000.00	50,000.00	0.00	50,000.00
Total 6300 · Travel & Training	0.00	208.00	-208.00	50,000.00	51,248.00	-1,248.00	52,500.00
7000 · Managerial Expenses							
7030 · Fees/Dues//Subscriptions	0.00	42.00	-42.00	0.00	252.00	-252.00	500.00
Total 7000 · Managerial Expenses	0.00	42.00	-42.00	0.00	252.00	-252.00	500.00

EVFPD Wildland Risk Reduction Fund
Profit & Loss Budget Performance
June 2026

	Jun 26	Budget	$ Over Budget	Jan - Jun 26	YTD Budget	$ Over Budget	Annual Budget
Total Expense	15,413.83	24,913.00	-9,499.17	134,149.66	211,207.00	-77,057.34	372,433.00
Net Income	**7,711.45**	**-1,901.00**	**9,612.45**	**46,424.25**	**-99,335.00**	**145,759.25**	**21,414.00**

Estes Valley Fire Protection District
Monthly Disbursements
June 2026

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
1000 · Bank of Colorado - Checking										
General Journal	06/03/2026	170		BILL 06/03/26 Credit P26022...		X	1072 · Bill.com	525.00		525.00
General Journal	06/03/2026	176		BILL 06/03/26 Payables Fun...		X	1072 · Bill.com		4,759.07	-4,234.07
General Journal	06/08/2026	171		BILL 06/08/26 Payables Fun...		X	1072 · Bill.com		490.00	-4,724.07
Deposit	06/08/2026			Deposit		X	4170 · Miscellaneous Re...	314.09		-4,409.98
Check	06/09/2026	EFT	Bill.com	Bill.com Monthly Billing		X	7030 · Fees/Dues//Subs...		142.39	-4,552.37
General Journal	06/10/2026	172		BILL 06/10/26 Payables Fun...		X	1072 · Bill.com		3,555.66	-8,108.03
Liability Check	06/11/2026		QuickBooks Payroll S...	Created by Payroll Service o...		X	2111 · *Direct Deposit Li...		24,972.26	-33,080.29
Liability Check	06/11/2026	E-pay	Colorado Department...	01286505 QB Tracking # 47...		X	2150 · Accrued Taxes		1,151.00	-34,231.29
Liability Check	06/11/2026	E-pay	United States Treasury	27-1298673 QB Tracking # 4...		X	-SPLIT-		3,966.40	-38,197.69
General Journal	06/11/2026	173		BILL 06/11/26 Payables Fun...		X	1072 · Bill.com		23,314.93	-61,512.62
Transfer	06/11/2026			Funds Transfer		X	1020 · Savings (1262)	75,000.00		13,487.38
Paycheck	06/12/2026	DD1114	Christopher Thomas	Direct Deposit	Operations...	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1115	Jon Landkamer	Direct Deposit	Support Se...	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1116	Justin Kearney	Direct Deposit	Operations...	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1117	Logan Lasley	Direct Deposit	1A	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1118	Marinda Baxter	Direct Deposit	Overhead ...	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1119	Rebecca A Domenic...	Direct Deposit	Overhead ...	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1120	Sara J Barden	VOID: Direct Deposit	1A	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1121	Stacey Sutherland	Direct Deposit	Prevention	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1122	Warren D Jones	Direct Deposit	Overhead ...	X	-SPLIT-	0.00		13,487.38
Paycheck	06/12/2026	DD1123	Sara J Barden	Direct Deposit	1A	X	-SPLIT-	0.00		13,487.38
Liability Check	06/12/2026	EFT	PERA			X	-SPLIT-		1,930.38	11,557.00
Liability Check	06/12/2026	EFT	FPPA			X	-SPLIT-		8,096.91	3,460.09
General Journal	06/18/2026	171		BILL 06/18/26 Payables Fun...		X	1072 · Bill.com		32,562.88	-29,102.79
Deposit	06/22/2026			Deposit		X	-SPLIT-	33,314.22		4,211.43
Deposit	06/22/2026			Deposit		X	4170 · Miscellaneous Re...	251.54		4,462.97
Liability Check	06/23/2026	E-pay	Colorado Department...	01286505 QB Tracking # 96...		X	2150 · Accrued Taxes		1,152.00	3,310.97
Liability Check	06/23/2026	E-pay	United States Treasury	27-1298673 QB Tracking # 9...		X	-SPLIT-		4,116.32	-805.35
General Journal	06/23/2026	167		BILL 06/23/26 Payables Fun...		X	1072 · Bill.com		219.01	-1,024.36
Transfer	06/24/2026			Funds Transfer		X	1020 · Savings (1262)	60,000.00		58,975.64
Liability Check	06/25/2026		QuickBooks Payroll S...	Created by Payroll Service o...		X	2111 · *Direct Deposit Li...		25,958.38	33,017.26
Liability Check	06/25/2026	EFT	PERA			X	-SPLIT-		2,235.38	30,781.88
Paycheck	06/26/2026	DD1124	Christopher Thomas	Direct Deposit	Operations...	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1125	Jon Landkamer	Direct Deposit	Support Se...	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1126	Justin Kearney	Direct Deposit	Operations...	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1127	Logan Lasley	Direct Deposit	1A	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1128	Marinda Baxter	Direct Deposit	Overhead ...	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1129	Rebecca A Domenic...	Direct Deposit	Overhead ...	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1130	Sara J Barden	Direct Deposit	1A	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1131	Stacey Sutherland	Direct Deposit	Prevention	X	-SPLIT-	0.00		30,781.88
Paycheck	06/26/2026	DD1132	Warren D Jones	Direct Deposit	Overhead ...	X	-SPLIT-	0.00		30,781.88
Liability Check	06/26/2026	FT	FPPA			X	-SPLIT-		8,096.91	22,684.97
Total 1000 · Bank of Colorado - Checking								169,404.85	146,719.88	22,684.97
1010 · Checking (8495)										

Estes Valley Fire Protection District
Monthly Disbursements
June 2026

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Deposit	06/30/2026			Interest		X	4130 · Investment Income	1.22		1.22
Total 1010 · Checking (8495)								1.22	0.00	1.22
1020 · Savings (1262)										
Check	06/01/2026	EFT	Intuit			X	7070 · Bank & Service F...		2.99	-2.99
Deposit	06/01/2026			Deposit		X	4160 · Operational Perm...	100.00		97.01
Check	06/10/2026	EFT	Intuit			X	7070 · Bank & Service F...		38.39	58.62
General Journal	06/10/2026	166		June Tax Revenue		X	-SPLIT-	77,215.43		77,274.05
Deposit	06/10/2026			Deposit		X	-SPLIT-	1,284.00		78,558.05
Transfer	06/11/2026			Funds Transfer		X	1000 · Bank of Colorado...		75,000.00	3,558.05
Check	06/12/2026	EFT	Intuit			X	7070 · Bank & Service F...		2.99	3,555.06
Deposit	06/12/2026			Deposit		X	4160 · Operational Perm...	100.00		3,655.06
Check	06/15/2026	EFT	Intuit			X	7070 · Bank & Service F...		7.57	3,647.49
Deposit	06/15/2026			Deposit		X	-SPLIT-	253.00		3,900.49
General Journal	06/17/2026	165		Salex Tax Revenue 06/30/20...		X	-SPLIT-	23,125.28		27,025.77
General Journal	06/17/2026	165		Salex Tax Revenue 06/30/20...		X	1020 · Savings (1262)	71,945.32		98,971.09
Transfer	06/24/2026			Funds Transfer		X	1000 · Bank of Colorado...		60,000.00	38,971.09
Check	06/30/2026	EFT				X	7070 · Bank & Service F...		12.50	38,958.59
Deposit	06/30/2026			Interest		X	4130 · Investment Income	1,960.94		40,919.53
Total 1020 · Savings (1262)								175,983.97	135,064.44	40,919.53
1030 · CSAFE - Core										
Deposit	06/30/2026			Interest		X	4130 · Investment Income	2,121.86		2,121.86
Total 1030 · CSAFE - Core								2,121.86	0.00	2,121.86
1040 · Impact Fee Funds										
Deposit	06/30/2026			Interest		X	4130 · Investment Income	28.10		28.10
Total 1040 · Impact Fee Funds								28.10	0.00	28.10
1072 · Bill.com										
Bill Pmt -Check	06/03/2026	Bill.com	Bearcom	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,205.00	-1,205.00
Bill Pmt -Check	06/03/2026	Bill.com	Connecting Point	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		2,053.43	-3,258.43
Bill Pmt -Check	06/03/2026	Bill.com	Town of Estes Park ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		48.52	-3,306.95
Bill Pmt -Check	06/03/2026	Bill.com	Town of Estes Park ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		454.94	-3,761.89
Bill Pmt -Check	06/03/2026	Bill.com	Frontier Communicati...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		228.70	-3,990.59
Bill Pmt -Check	06/03/2026	Bill.com	Trailblazer Broadband	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		429.85	-4,420.44
Bill Pmt -Check	06/03/2026	Bill.com	Town of Estes Park ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		93.13	-4,513.57
Bill Pmt -Check	06/03/2026	Bill.com	Town of Estes Park ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		245.50	-4,759.07
General Journal	06/03/2026	170		BILL 06/03/26 Credit P26022...			1000 · Bank of Colorado...		525.00	-5,284.07
General Journal	06/03/2026	176		BILL 06/03/26 Payables Fun...			1000 · Bank of Colorado...	4,759.07		-525.00
Bill Pmt -Check	06/08/2026	Bill.com	MASA MTS	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		490.00	-1,015.00
General Journal	06/08/2026	171		BILL 06/08/26 Payables Fun...			1000 · Bank of Colorado...	490.00		-525.00
Bill Pmt -Check	06/10/2026	Bill.com	Crexendo Business S...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		231.21	-756.21
Bill Pmt -Check	06/10/2026	Bill.com	CPS HR Consulting	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		2,578.75	-3,334.96
Bill Pmt -Check	06/10/2026	Bill.com	NAPA Auto Parts	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		12.67	-3,347.63

Estes Valley Fire Protection District
Monthly Disbursements
June 2026

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Bill Pmt -Check	06/10/2026	Bill.com	Waste Management -...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		192.39	-3,540.02
Bill Pmt -Check	06/10/2026	Bill.com	Streamline	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		367.00	-3,907.02
Bill Pmt -Check	06/10/2026	Bill.com	Skaggs Companies, I...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		38.00	-3,945.02
Bill Pmt -Check	06/10/2026	Bill.com	AT&T Mobility	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		135.64	-4,080.66
General Journal	06/10/2026	172		BILL 06/10/26 Payables Fun...			1000 · Bank of Colorado...	3,555.66		-525.00
Bill Pmt -Check	06/11/2026	Bill.com	Frontier Communicati...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		396.21	-921.21
Bill Pmt -Check	06/11/2026	Bill.com	American Legion Pos...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		3,000.00	-3,921.21
Bill Pmt -Check	06/11/2026	Bill.com	Park Supply	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		124.58	-4,045.79
Bill Pmt -Check	06/11/2026	Bill.com	Rick Spear.	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		58.59	-4,104.38
Bill Pmt -Check	06/11/2026	Bill.com	Witmer Public Safety ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		106.71	-4,211.09
Bill Pmt -Check	06/11/2026	Bill.com	Vistabeam	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		87.95	-4,299.04
Bill Pmt -Check	06/11/2026	Bill.com	Trinity Group Compa...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		297.74	-4,596.78
Bill Pmt -Check	06/11/2026	Bill.com	Anaconda Networks, ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		945.00	-5,541.78
Bill Pmt -Check	06/11/2026	Bill.com	3E Fire Marshal Servi...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,778.00	-7,319.78
Bill Pmt -Check	06/11/2026	Bill.com	Anaconda Networks, ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		320.00	-7,639.78
Bill Pmt -Check	06/11/2026	Bill.com	Your Swag Squad	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		340.00	-7,979.78
Bill Pmt -Check	06/11/2026	Bill.com	Connecting Point	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		467.00	-8,446.78
Bill Pmt -Check	06/11/2026	Bill.com	Elizabeth Repola	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		52.75	-8,499.53
Bill Pmt -Check	06/11/2026	Bill.com	Mountain View Com...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		700.00	-9,199.53
Bill Pmt -Check	06/11/2026	Bill.com	Anaconda Networks, ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		945.00	-10,144.53
Bill Pmt -Check	06/11/2026	Bill.com	Elizabeth Repola	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		201.01	-10,345.54
Bill Pmt -Check	06/11/2026	Bill.com	XCEL ENERGY INC	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		169.15	-10,514.69
Bill Pmt -Check	06/11/2026	Bill.com	Anaconda Networks, ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,295.00	-11,809.69
Bill Pmt -Check	06/11/2026	Bill.com	GMP Consulting LLC	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		6,000.00	-17,809.69
Bill Pmt -Check	06/11/2026	Bill.com	Witmer Public Safety ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		298.40	-18,108.09
Bill Pmt -Check	06/11/2026	Bill.com	Marinda Baxter*	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		16.32	-18,124.41
Bill Pmt -Check	06/11/2026	Bill.com	Capital Commercial ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		3,175.00	-21,299.41
Bill Pmt -Check	06/11/2026	Bill.com	LAURA BLEVINS	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,500.00	-22,799.41
Bill Pmt -Check	06/11/2026	Bill.com	Front Range Fire App...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		515.52	-23,314.93
General Journal	06/11/2026	173		BILL 06/11/26 Payables Fun...			1000 · Bank of Colorado...	23,314.93		0.00
Bill Pmt -Check	06/18/2026	Bill.com	Verizon Wireless	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		67.97	-67.97
Bill Pmt -Check	06/18/2026	Bill.com	Next Level Auto Wash	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		21.04	-89.01
Bill Pmt -Check	06/18/2026	Bill.com	J&S Excavating	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		345.00	-434.01
Bill Pmt -Check	06/18/2026	Bill.com	ROI Fire & Ballistics ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		545.00	-979.01
Bill Pmt -Check	06/18/2026	Bill.com	MASA MTS	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		518.00	-1,497.01
Bill Pmt -Check	06/18/2026	Bill.com	Bank of Colorado - B...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,966.62	-3,463.63
Bill Pmt -Check	06/18/2026	Bill.com	CEBT Payments	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		17,207.84	-20,671.47
Bill Pmt -Check	06/18/2026	Bill.com	Skaggs Companies, I...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		38.00	-20,709.47
Bill Pmt -Check	06/18/2026	Bill.com	Estes Park School Di...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,741.06	-22,450.53
Bill Pmt -Check	06/18/2026	Bill.com	James Vincent Group	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		4,750.00	-27,200.53
Bill Pmt -Check	06/18/2026	Bill.com	Kelly Brenner.	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		29.99	-27,230.52
Bill Pmt -Check	06/18/2026	Bill.com	Dr. Teresa A Richards	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,542.00	-28,772.52
Bill Pmt -Check	06/18/2026	Bill.com	Skaggs Companies, I...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		105.00	-28,877.52
Bill Pmt -Check	06/18/2026	Bill.com	Bank of Colorado-Th...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,796.72	-30,674.24
Bill Pmt -Check	06/18/2026	Bill.com	Bank of Colorado - L...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		581.60	-31,255.84
Bill Pmt -Check	06/18/2026	Bill.com	Valley Fire Extinguish...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		1,130.00	-32,385.84
Bill Pmt -Check	06/18/2026	Bill.com	Frontier Business Pro...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		11.00	-32,396.84

Estes Valley Fire Protection District
Monthly Disbursements
June 2026

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Bill Pmt -Check	06/18/2026	Bill.com	TLS Emergency Equi...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		136.05	-32,532.89
Bill Pmt -Check	06/18/2026	Bill.com	Dylan Wallace	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		29.99	-32,562.88
General Journal	06/18/2026	171		BILL 06/18/26 Payables Fun...			1000 · Bank of Colorado...	32,562.88		0.00
Bill Pmt -Check	06/23/2026	Bill.com	Witmer Public Safety ...	https://app01.us.bill.com/Bill...			2000 · Accounts Payable		219.01	-219.01
General Journal	06/23/2026	167		BILL 06/23/26 Payables Fun...			1000 · Bank of Colorado...	219.01		0.00
General Journal	06/30/2026	171		To post the Bills not snyced t...			-SPLIT-		612.57	-612.57
Total 1072 · Bill.com								64,901.55	65,514.12	-612.57
TOTAL								**412,441.55**	**347,298.44**	**65,143.11**

Estes Valley Fire Protection District

Twelve-Month Cash Flow

Fiscal Year Begins: Jan-26

	Beginning	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Monthly Average	Overview
Cash Summary															
Cash on Hand (beginning of month)	1,930,713	1,930,713	2,018,920	2,036,288	2,189,957	2,208,936	2,382,602	2,448,356	2,441,574	2,437,618	2,543,125	2,467,941	2,463,885	2,297,493	
Cash Available (on hand + receipts, before cash out)	1,930,713	2,237,401	2,177,077	2,487,549	2,493,483	2,550,162	2,595,141	2,649,976	2,645,879	2,751,309	2,740,683	2,672,045	2,788,110	2,565,735	
Cash Position (end of month)	1,930,713	2,018,920	2,036,288	2,189,957	2,208,936	2,382,602	2,448,356	2,441,574	2,437,618	2,543,125	2,467,941	2,463,885	2,434,041	2,339,437	
Cash Receipts															
Tax Levy Revenue		205,345	154,311	424,507	196,393	332,775	172,286	185,392	186,372	301,682	187,431	198,344	224,695	230,794	
Non-Tax Levy Revenue		101,343	3,846	26,754	107,133	8,451	40,253	16,228	17,933	12,009	10,127	5,760	99,530	37,447	
Transfer in		0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Cash Receipts		306,688	158,157	451,261	303,526	341,226	212,539	201,620	204,305	313,691	197,558	204,104	324,225	268,242	
Cash Paid Out															
Disbursements		218,481	140,789	297,592	284,547	167,560	146,784	208,402	208,261	208,184	272,742	208,160	354,069	226,298	
Transfer out		0	0	0	0	0	0	0	0	0	0	0	0	0	
Repayment of LOC		0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Cash Paid Out		218,481	140,789	297,592	284,547	167,560	146,784	208,402	208,261	208,184	272,742	208,160	354,069	226,298	
		(Actual)	(Actual)	(Actual)	(Actual)	(Actual)	(Actual)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)	(Budget)		

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – June 27, 2026

Agenda Item #7(b)(iii)

Agenda Title:

Discussion/action re: Approval of Transactions

Submitted by:

Ryan Leahy, Treasurer

Background Information:

See attached financial reports

Attachments:

- ☐ Agenda
- ☐ Minutes
- ☒ Report
- ☐ Resolution
- ☐ Contract
- ☐ Map
- ☐ Letter
- ☐ Other

Board Action Needed

A motion to (approve, deny, or modify) the transactions listed on the Treasurer's report provided at the July 27, 2026, meeting

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item # 7(c)

Agenda Title:

Discussion/action re: Welcome New Fire Chief, Kevin Nunn

Submitted by:

Sandi Smith, Board President

Background Information:

Attachments:

☐ Agenda	☐ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

No Board Action Required

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

Report

To: EVFPD Board of Directors

Through: Fire Chief Kevin Nunn

From: Jon Landkamer, Division Chief Community Risk Reduction
Stacey Sutherland, Captain – Inspector II

Date: *July 27, 2026*

RE: *WFRC Cooperative Agreement*

Purpose of Board Session Item:
Provide the District Board with a cooperative agreement with the Town of Estes Park and Larimer County.

District Board Action Requested:
Signature of the previously adopted cooperative agreement with the Town of Estes Park. The Town of Estes Park trustees have agreed to the cooperative agreement but are awaiting signature from the EVFPD board prior to their signature.

Adoption and signature of the cooperative agreement with Larimer County as presented tonight. Larimer County made some revisions as presented in the attached document. We are requesting that this cooperative agreement be approved and signed by EVFPD board so we can get it to Larimer County to be signed as well.

Present Situation:
The EVFPD board has adopted and implemented the Wildfire Resiliency Code with an effective date of July 1, 2026. These cooperative agreements are needed to provide clarity on responsibilities between the partner organizations on plan review, inspection, and enforcement. Reporting on WFRC adoption, implementation, and enforcement is due to Colorado Division of Fire Prevention and Control by July 31, 2026.

Advantages:
- Increased protection of life and property from wildfire hazards
- Implementing measures to protect life and property from wildfire hazards is an established goal within the Estes Valley Community Wildfire Protection Plan

Disadvantages:

- None

Finance/Resource Impact:
Added inspections for this code may require added capacity to accomplish this new workload, which we have addressed with the additional Fire Code Inspector position.

Level of Public Interest
It is anticipated that public interest will be low.

Attachments:

1. Resolution for adoption with Larimer County.

901 N. SAINT VRAIN AVE. ESTES PARK CO 80517 970-577-0900 FAX 970-577-0923

COOPERATIVE AGREEMENT
Wildfire Resiliency Code Administration & Enforcement

The parties to this Cooperative Agreement (Agreement) are the Estes Valley Fire Protection District (Fire District) and the Town of Estes Park (Town).

WHEREAS, SB23-166 requires adopting governing bodies with jurisdiction in wildland-urban interface areas to adopt wildfire resiliency codes meeting state minimum standards; and

WHEREAS, SB25-142 amended the original requirements to allow for cooperative agreements and extended implementation timelines; and

WHEREAS, the definition of "cooperative agreement" is codified at C.R.S. section 24-33.5-1237(c.5) and means an agreement entered into by the adopting governing body and at least one other entity, such as a third-party contractor or another governing body, that provides for the enforcement of the codes; and

WHEREAS, the District adopted a Wildfire Resiliency Code on March 23, 2026, that meets or exceeds the standards set forth in the Colorado Wildfire Resiliency Code Board's Model Code, and adopted associated Resolution No. 2026-05, which will take effect and be enforced beginning on July 1, 2026; and

WHEREAS, the Town plans to adopt the District's Wildfire Resiliency Code and enforce it in accordance with this Agreement; and

WHEREAS, the Wildfire Resiliency Code contains both building code elements and fire code elements requiring different expertise for enforcement; and

WHEREAS, multiple jurisdictions may have overlapping authority creating potential conflicts and duplicative efforts; and

WHEREAS, the parties seek to establish clear enforcement responsibilities through a cooperative agreement as authorized under C.R.S. section 24-33.5-1237, *et seq.,* as in effect now and amended hereafter; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a cooperative agreement for the administration and enforcement of the Wildfire Resiliency Code as required by SB23-166 and amended by SB25-142, codified at C.R.S. section 24-33.5-1237, to eliminate duplicative enforcement efforts, clarify jurisdictional responsibilities, and ensure consistent application of building code and fire code elements within the wildland-urban interface areas.

2. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon ninety (90) days written notice, which notice shall be delivered by hand to the District's Fire Chief or the Town Manager, or by certified mail, to allow for transition of pending permits and inspections.

3. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement. Each party shall retain fees collected for services performed under their respective responsibilities. Any civil penalties collected pursuant to C.R.S. section 24-33.5-1213(4) shall be deposited according to C.R.S. section 24-33.5-1213(4(6).

4. **Responsibilities of the Town of Estes Park.** The Town shall:

   a. Administer and enforce all building code elements and construction hardening requirements of the Wildfire Resiliency Code throughout the incorporated areas of the Town, including but not limited to:

      i. Requirements for non-combustible building materials.

      ii. Roof and exterior wall construction standards.

      iii. Window and door specifications.

      iv. Deck and attachment requirements.

      v. Other construction-related provisions.

   b. Issue all building permits related to wildfire resiliency requirements and conduct associated plan reviews and inspections.

   c. Maintain primary enforcement authority for all building code violations related to the Wildfire Resiliency Code.

   d. Provide enforcement of the complete Wildfire Resiliency Code in incorporated areas of the Town within Fire District boundaries.

   e. Coordinate with the Fire District on overlapping requirements and refer fire code elements to the Fire District for properties within Fire District boundaries.

   f. Participate in joint inspections, upon request, when both building and fire code elements are involved.

   g. Share information regarding permits, inspections, and violations with the Fire District as needed for coordinated enforcement.

   h. Maintain records of all enforcement actions taken under this Agreement and provide reports to the Wildfire Resiliency Code Board ("Board") as required.

5. **Responsibilities of Fire District.** The Fire District shall:

   a. The Fire District shall administer and enforce all fire code elements and site/area management requirements of the Wildfire Resiliency Code within Fire District boundaries, including but not limited to:

      i. Vegetation management and defensible space requirements.

      ii. Tree and shrub spacing standards.

      iii. Fuel break requirements.

      iv. Access road and driveway standard.

      v. Water supply requirements for fire protection.

      vi. Other fire prevention and site management provisions.

   b. Conduct site inspections and issue notices of violation for fire code elements within its jurisdiction.

   c. Coordinate with the Town on properties requiring both building permits and fire code compliance.

   d. Refer building code violations within the incorporated Town boundaries to the Town for enforcement.

   e. Participate in joint inspections, upon request, when both building and fire code elements are involved.

   f. Share information regarding inspections and violations with the Town as needed for coordinated enforcement.

   g. Maintain records of all enforcement actions taken under this Agreement and provide reports to the Wildfire Resiliency Code Board as required.

6. **Annual Appropriation.** The parties' obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the parties' governing bodies.

7. **Special Provisions.**

   a. **Code Modifications.** The parties agree to coordinate any petitions for modification of the Wildfire Resiliency Code submitted to the Board pursuant to C.R.S. section 24-33.5-1236(4)(b)(IV). Any party seeking a modification shall provide written notice to the other party through the Fire Chief or the Town Manager at least thirty (30) days before submitting a petition to the Board.

b. **Hazard Area Mapping.** The parties agree to use the wildland-urban interface maps as adopted by the Fire District and updated from time to time.

c. **Most Restrictive Standard.** When overlapping requirements exist, the most restrictive standard shall apply, and the agency responsible for that standard shall have enforcement authority.

d. **Board Review & Cooperation.** The parties acknowledge that the Board may review codes adopted by the parties and their application of such codes to determine compliance with C.R.S. section 24-33.5-1237. The parties agree to cooperate with the Board to the extent possible, and to be responsive to any appropriate requests for information from the Board made pursuant to the Board's review authority under C.R.S. section 24-33.5-1237(2)(c).

8. General Provisions.

a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. **Choice of Law, Jurisdiction, & Venue.** Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. All legal actions related to this Agreement shall be filed and proceedings held in the State of Colorado.

c. **Prohibition of Pledging Credit & No Aid to Corporations.** Pursuant to Colorado Constitution Article Xl, Sections 1 and 2 and Article X, section 20, neither the Town nor the Fire District shall indemnify or hold harmless any party related or operating under this Agreement. No provision in the Agreement shall limit or set the amount of damages available to the Town or the Fire District to any amount other than the actual direct and indirect damages to the Town or Fire District, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

d. **Separate Entities.** Both parties shall perform their duties hereunder as independent entities, and neither shall be deemed an employee or agent of the other.

e. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

f. **Sovereign Immunity.** The parties do not waive sovereign or governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement. This includes, but is not limited to, the understanding that no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. section 24-10-101, *et seq.,* as applicable now or hereafter amended. Neither party intends to waive or restrict governmental immunity.

g. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

h. **Entirety of Agreement.** This Agreement and its attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

i. **Signature Authority.** This Agreement shall not be valid until it has been approved and signed by an individual with authority to sign on behalf of the Fire District and the Town. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. section 24-71.3-101 *et seq*.

j. **Enforcement & Regulatory Authority.** This Agreement is not intended to and does not remove or modify the parties' rights as otherwise outlined in law to adopt and enforce regulations. Each party is responsible for following the appropriate procedures such that any applicable codes or regulations are appropriately adopted.

SIGNATURE PAGE TO FOLLOW.

k. **Signatures.** The parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the dates set out below; and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

l. **Effective Date.** The effective date of this Agreement is the date of the signature last affixed to this page.

TOWN OF ESTES PARK:

Board of Trustees

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Attest:
By: ______________________________

FIRE DISTRICT:

Estes Valley Fire Protection District

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Attest:
By: ______________________________

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #7(d)

Agenda Title:	**Submitted by:**
Discussion/action re: Wildfire Resiliency Code Cooperative Agreement	Jon Landkamer, Div. Chief, Community Risk Reduction

Background Information:

Attachments:

☐ Agenda	☐ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

A motion to (approve, deny, or modify) the Wildfire Resiliency Code Cooperative Agreement

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

Report

To: EVFPD Board of Directors

Through: Fire Chief Kevin Nunn

From: Jon Landkamer, EVFPD Division Chief of Community Risk Reduction

Date: July 27, 2026

RE: Larimer County OEM Community Mitigation Grant Pilot Program

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Purpose of Board Session Item:
Provide the District Board with a request from Division Chief Landkamer to initiate the proposed IGA for the pilot program to supplement the existing Larimer County OEM Community Mitigation Grant.

District Board Action Requested:
Approval of the 2026 funding agreement as presented by Division Chief Landkamer and authorizing DC Landkamer or the EVFPD Board President to sign the agreement.

Present Situation:
The EVFPD has been annually supporting the Larimer County Community Mitigation Grant with community wildfire risk reduction project development for the last few years of this grant program. The work WFRR Educator Lasley does with assisting local communities develop neighborhood projects has overwhelmed the grant program with Estes Valley requests for funding. To encourage more participation by increased funding for grant requests within our fire district, we are requesting to supplement the grant program with 1A funds.

Proposal:
DC Landkamer is recommending approval of the IGA between Larimer County and EVFPD financial support for the Larimer County OEM Community Mitigation Grant wildfire mitigation projects for use within our district up to $36,000 as approved at the June 1, 2026, EVFPD Board meeting for distribution in 2026. The IGA has been reviewed and approved by legal counsel as per email on July 22, 2026.

Advantages:
- Increased protection of life and property from wildfire hazards

- Implementing measures to protect life and property from wildfire hazards by expanding our outreach in project development

Disadvantages:
- None identified

Finance/Resource Impact:
This is a budget request that was not part of the original 1A budget for 2026. This funding was made available from our 1A revenue in the 2026 budget due to the reorganization of staffing levels in the WFRR program. This request is in line with the 1A requirements of being used for wildfire mitigation projects.

Level of Public Interest
It is anticipated that public interest will be moderate.

Attachments:
1. Intergovernmental Agreement between Larimer County and EVFPD

INTERGOVERNMENTAL AGREEMENT BETWEEN
LARIMER COUNTY, COLORADO
and the
ESTES VALLEY FIRE PROTECTION DISTRICT

PARTIES. The Parties to this Intergovernmental Agreement ("Agreement") are the Board of County Commissioners of LARIMER COUNTY ("County") and the ESTES VALLEY FIRE PROTECTION DISTRICT ("EVFPD"). The County and EVFPD are referred to collectively as the "Parties" and individually as a "Party."

1. AUTHORITY.

a. This Agreement is authorized pursuant to the Parties' respective statutory and governmental authorities, including applicable provisions of Colorado law authorizing intergovernmental cooperation between political subdivisions for the provision of public services, programs, and functions. Each Party represents that it has the authority to enter into this Agreement and to perform the responsibilities described herein.

2. PURPOSE.

a. The purpose of this Agreement is to establish the terms under which EVFPD will provide funding to Larimer County to support selected community wildfire mitigation projects through Larimer County Community Mitigation Grant program. The Parties share a mutual interest in reducing wildfire risk, supporting neighborhood-scale mitigation, increasing community resilience, and encouraging local wildfire mitigation action in areas served by EVFPD and Larimer County.

3. BACKGROUND.

a. Larimer County administers the Community Mitigation Grant program, which provides funding support to community groups, neighborhoods, homeowner associations, road associations, fire-adapted communities, and similar local groups for wildfire risk reduction and community mitigation projects.

b. EVFPD desires to partner with Larimer County in the current Community Mitigation Grant program cycle by providing supplemental funding for selected community mitigation projects located within or benefiting the Estes Valley Fire Protection District service area.

c. EVFPD will provide up to $36,000 to support selected community groups through the Community Mitigation Grant program. The community groups that will receive funding from the EVFPD through the Community Mitigation Grant program are listed in Exhibit A.

d. Larimer County will administer the grant awards, coordinate with recipients, review project completion documentation, reimburse recipients for eligible completed work, and invoice EVFPD for the actual EVFPD-supported amount owed under this Agreement.

4. **RESPONSIBILITIES**.

a. LARIMER COUNTY. The County shall be responsible for administering the Community Mitigation Grant program and the selected awards supported by this Agreement, as follows:

    i. Maintain primary formal grant communication with selected community group recipients regarding award requirements, project completion, documentation, and reimbursement procedures.

    ii. Establish reimbursement requirements for each selected community group recipient and review documentation submitted by community group recipients, including invoices, receipts, proof of payment, project summaries, photographs, or other documentation required by the Community Mitigation Grant program.

    iii. Determine whether submitted costs are eligible for reimbursement under the Community Mitigation Grant program and reimburse community recipients directly for approved eligible project costs after completion of approved project work and submission of required documentation.

    iv. Maintain records sufficient to document reimbursements made to each selected community group recipient.

    v. Provide EVFPD with an invoice and supporting summary documentation for the actual amount owed by EVFPD toward reimbursement of the Community Group Recipients in the amounts specified on Exhibit A.

    vi. Notify EVFPD of any significant issue affecting project completion, reimbursement eligibility, or the expected use of EVFPD funds.

    vii. The County shall not charge EVFPD an administrative fee for the responsibilities it assumes under this Agreement unless otherwise agreed to in writing by the Parties.

b. EVFPD. EVFPD shall be responsible for providing funding to the County in accordance with this Agreement as follows:

    i. EVFPD's contribution shall be in the amounts specified for each community group listed on Exhibit A and based on the actual eligible reimbursement amounts determined and paid by the County to said groups. EVFPD's contribution shall not exceed the maximum total contribution of $36,000.

    ii. Review invoices submitted by the County and remit payment to the County within thirty (30) days of receipt of a complete invoice and supporting summary documentation.

iii. EVFPD shall not be responsible for costs that exceed the amount authorized under this Agreement unless EVFPD approves such additional costs in writing through a formal amendment to this Agreement.

iv. Identify a primary point of contact for coordination.

5. USE OF FUNDS.

a. EVFPD funds shall be used only to support eligible Community Mitigation Grant program costs, such as for reimbursements to community group recipients. Ineligible costs shall not be reimbursed to community group recipients and shall not be included in the amount invoiced to EVFPD.

6. PAYMENTS AND INVOICING.

a. Community group recipients of Community Mitigation Grant program grant awards will complete their approved projects and submit reimbursement documentation to Larimer County. Larimer County will review the submitted documentation and determine the approved reimbursement amount for each recipient, and the County shall reimburse the community group recipients directly for approved eligible costs.

b. After the County has reimbursed the recipients, the County shall invoice EVFPD for the actual EVFPD-supported amount owed under this Agreement. EVFPD shall remit payment to the County within thirty (30) days of receipt of a complete invoice.

c. If a selected community group recipient does not complete its approved project, does not submit required documentation, or is otherwise determined by Larimer County to be ineligible for reimbursement, the County shall have no obligation to reimburse that recipient and EVFPD shall have no obligation to provide funding for that recipient's unallowable or incomplete project costs.

d. EVFPD's total financial obligation under this Agreement shall not exceed $36,000. The County shall not invoice EVFPD for any amount exceeding this maximum unless the Parties execute a written amendment to this Agreement.

7. PROJECT IMPLEMENTATION.

a. The Parties acknowledge that the community group recipients, and not EVFPD or the County, are generally responsible for implementing their approved neighborhood projects, unless otherwise separately agreed in writing.

b. The County's role is limited to administering the Community Mitigation Grant program, reviewing reimbursement requests, determining eligibility, and reimbursing approved costs.

c. EVFPD's role is limited to providing funding support under this Agreement and coordinating with the County as needed.

8. DOCUMENTATION, REPORTING AND RECORDS.

a. The County shall maintain records related to reimbursements made under this Agreement in accordance with its standard records retention policies and applicable law.

b. Upon reasonable request, the County shall provide EVFPD with documentation sufficient to verify the amounts invoiced under this Agreement.

c. The Parties shall retain records associated with this Agreement for the period required by their respective records retention policies and applicable law.

9. INSPECTION AND MONITORING.

a. Upon reasonable request, each Party shall permit the other Party to review records directly related to the performance of this Agreement and the payment obligations described herein. Any such review shall be conducted during normal business hours and in a manner that does not unduly interfere with the operations of either Party. This section does not require either Party to disclose records that are confidential, privileged, protected from disclosure, or otherwise exempt from disclosure under applicable law.

10. PUBLIC INFORMATION AND ACKNOWLEDGEMENT.

a. The Parties may mutually coordinate public communications regarding this partnership. The County may acknowledge EVFPD’s funding contribution in Community Mitigation Grant program materials, recipient communications, press releases, website updates, reports, or other public-facing materials. EVFPD may acknowledge its partnership with Larimer County and its support for the Community Mitigation Grant program in its own public communications.

11. TERM.

a. This Agreement shall become effective upon the date of the last signature by the Parties and shall remain in effect until all obligations of the Parties have been completed, unless earlier terminated in accordance with this Agreement. Unless extended by written amendment, the anticipated project completion and reimbursement period shall conclude no later than **November 2, 2026.**

b. The Parties agree and understand that this Agreement does not create a multiple fiscal year payment obligation for either Party. Any financial obligations under this Agreement are subject to funds being appropriated, budgeted, and otherwise made available by the respective governing bodies of the Parties.

12. TERMINATION.

a. Either Party may terminate this Agreement for convenience upon thirty (30) days’ written notice to the other Party.

b. If this Agreement is terminated, EVFPD shall remain responsible for eligible costs incurred, approved and/or reimbursed by the County prior to the effective date of termination, provided such costs are consistent with this Agreement and do not exceed EVFPD's maximum financial obligation.

13. INTENT OF AGREEMENT; NO JOINT VENTURE.

a. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to confer rights upon any persons or entities not named as Parties. Nothing contained herein shall be deemed to create a partnership, joint venture, agency relationship, or employment relationship between the County and EVFPD with respect to the subject matter of this Agreement.

14. LIABILITY AND GOVERNMENTAL IMMUNITY.

a. The Parties intend that nothing in this Agreement shall be deemed or construed as a waiver by either Party of any rights, limitations, defenses, immunities, or protections afforded to them under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now or hereafter amended, or otherwise available at law or equity.

b. Each Party shall be responsible for its own acts and omissions and for the acts and omissions of its officers, officials, employees, and agents, to the extent required by law.

c. No provision of this Agreement shall be construed to create any right of indemnification unless expressly approved by the Parties in writing.

15. COOPERATION IN DEFENSE OF CLAIMS.

a. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, the Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

16. COMPLIANCE WITH LAWS.

a. The Parties shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures in carrying out their respective obligations under this Agreement.

17. MISCELLANEOUS PROVISIONS.

a. <u>Notice.</u> Any notice or communication given pursuant to this Agreement shall be given in writing, either in person, by certified mail, return receipt requested, or by another method agreed to by the Parties in writing. If given in person, notice shall be deemed given when delivered. If given by certified mail, notice shall be deemed given at the time indicated in the duly completed return receipt.

Notice to EVFPD shall be delivered or mailed to:

Estes Valley Fire Protection District
Attn: Jon Landkamer
Division Chief of Community Risk Reduction
901 N St Vrain Ave
Estes Park, CO 80517

Larimer County
Attn: Josh Roberts
Mitigation Coordinator
Office of Emergency Management
4872 Endeavor Dr, Suite 150
Johnstown, CO 80534

The Parties shall give written notice of any change of address.

b. Entire Agreement. This Agreement, including any attached exhibits, represents the entire agreement between the Parties regarding the subject matter herein, and there are no oral or collateral agreements or understandings.

c. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Larimer County, Colorado.

d. Modification. No modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment that is properly executed and approved in accordance with applicable law.

e. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

f. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

g. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

h. Officials Not To Benefit. No member, officer, official, or employee of either Party shall receive any share or part of this Agreement or any benefit that may arise therefrom, except as otherwise permitted by law.

i. <u>Counterparts and Electronic Signatures.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. The use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

APPROVED BY:

ESTES VALLEY FIRE PROTECTION DISTRICT

By: ___________________________________ this ____ day of ____________, 20

Name: _________________________________

Title: _________________________________

LARIMER COUNTY

By: ___________________________________ this ____ day of ____________, 20

Name: _________________________________

Title: _________________________________

Approved as to form:

____
County Attorney

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #7(e)

Agenda Title:

Discussion/action re: Larimer County Emergency Management OEM Grant Agreement

Submitted by:

Jon Landkamer, Div. Chief, Community Risk Reduction

Background Information:

Attachments:

☐ Agenda	☐ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

A motion to (approve, deny, or modify) the Larimer County Emergency Management OEM Grant Agreement

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No

Report

To: EVFPD Board of Directors

Through: Fire Chief Kevin Nunn

From: Sara Barden, WFRR Project Specialist
Jon Landkamer, Division Chief of Community Risk Reduction

Date: July 27, 2026

RE: CWDG Thunder Mountain Mitigation Project Contractor Award

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Purpose of Board Session Item:
Provide the District Board with a request from WFRR Project Specialist Barden to award the mitigation contract for Unit 2 & 3 of the Community Wildfire Defense Grant (CWDG) Thunder Mountain Mitigation Project to as selected by the project management team.

District Board Action Requested:
Approval of the CWDG Thunder Mountain Mitigation Project contractor for Units 2 & 3 as recommended by WFRR-PS Barden and authorizing the EVFPD Board President to sign the agreement at a later date if it needs to be reviewed by legal.

Present Situation:
The EVFPD, in collaboration with the EVWC, was awarded the 2024 CWDG with a start date of September 1, 2024. This CWDG grant is managed by CSFS and EVFPD is the subaward recipient. The planning process is complete, and we are ready to initiate the remaining 180 acres in Units 2 & 3 not already under contract to the successful contractor as determined through the RFP and bidding process.

Proposal:
WFRR-PS Barden is recommending Pittington for a total project cost of $540,000.

Advantages:
- Increased protection of life and property from wildfire hazards
- Implementing measures to protect life and property from wildfire hazards by expanding our outreach in project development

Disadvantages:
- None identified

Finance/Resource Impact:
This is a budgeted grant request that is fully funded, including cash match funds received by the Town of Estes Park ($175,000), and EVFPD/EVWC project management as in-kind match ($40,000). This match funding was made available from our 1A revenue and management time is applied directly to this project and will be reported as such. This request is in line with the 1A requirements for funds being used to implement wildfire mitigation projects.

Level of Public Interest
It is anticipated that public interest will be moderate.

Attachments:
1. Draft contract
2. Power Point presentation by Barden

INDEPENDENT SERVICES CONTRACT

Estes Valley Fire Protection District EVFPD

Thunder Mountain Project Unit

I. PARTIES

THIS AGREEMENT is made this ________ day of August 2026, by and between the Estes Valley Fire Protection District (hereinafter referred to as "EVFPD") whose address is 901 N. Saint Vrain Ave Estes Park, CO 80517 and (hereinafter referred to as "Contractor") whose address is

II. RECITALS

1. EVFPD is a quasi-municipal corporation and political subdivision of the State of Colorado
2. It would be beneficial to EVFPD to utilize the Contractor as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the Thunder Mountain Project ("Project").
3. The EVPRD desires to obtain services during the period from the "Effective Date", being , through the "End Date" of , in connection with the procurement of the Project as more fully described in the Scope of Work
4. The Contractor provides a wide range of professional services to promote and enhance forest health and wildfire mitigation and has experience in providing such services needed by EVFPD in connection with the Project.

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the EVFPD and the Contractor agree as follows:

III. TERM

Effective Date:

This Agreement shall commence on the Effective Date, which shall be the date that it is signed by Estes Valley Fire Protection District or authorized delegate. This Agreement shall not be effective or enforceable and Estes Valley Fire Protection District shall not be liable to pay the Contractor for performance hereunder until it is approved and signed by the Estes Valley Fire Protection District or authorized designee. The Contractor shall not begin work before receiving a fully executed agreement and instructions to proceed.

Initial Term:

The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on , unless sooner terminated or further extended as specified elsewhere herein.

Option to Extend:

This Agreement may be extended at the discretion of EVFPD. Request for extensions must be made in writing at least 90 days before the termination date. Requests must include a reason why the extension is needed and a new timeline for completion. EVFPD will review for approval. Approvals will be given in writing to the Contractor.

IV. PURPOSE / SCOPE OF WORK

Purpose:

The purpose of this Agreement is to perform the Thunder Mountain Project by treating acres to reduce wildfire risk and improve overall forest health.

Scope of Work:

Contractor shall complete its obligations as described in the Scope of Work attached hereto as **Exhibit A** on or before the end of the Initial Term or such other date(s) for completion of the Scope of Work or portions of the Scope of Work as may be specified in **Exhibit A.** Contractor shall procure goods and services necessary to complete the Scope of Work. Such procurement shall be accomplished using the contract funds paid hereunder and shall not increase the maximum amount payable by the EVFPD unless otherwise specifically authorized in the Scope of Work.

V. PAYMENT TERMS

This is a fixed-price Agreement

Payment for all services performed by Contractor under this Agreement shall be in the fixed sum of $ payable upon invoice after satisfactory completion of work, except insofar as a payment schedule or other terms and conditions are set forth in **Exhibit B**, which, if applicable, is attached hereto and incorporated by this reference.

VI. REPRESENTATIVE AND NOTICES

The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required OR sent by certified or registered mail to such Party's designated representative at the address set forth below. In addition to, but not in lieu of, a hard copy notice, notice also may be sent to the email addresses set forth below. Either Party may from time to time designate substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt:

Estes Valley Fire Protection District	**Contractor**
Jon Landkamer Division Chief of Community Risk Reduction 901 N. St. Vrain Ave Estes Park, CO 80517 Phone: 970-577-3689 jlandkamer@estesvalleyfire.org Sara Barden Wildfire Risk Reduction Project Specialist 901 N. St. Vrain Ave Estes Park, CO 80517 Phone: 970-577-3684 sbarden@estesvalleyfire.og	

VII. EXHIBITS

The following exhibits are attached and hereby made a part of this Agreement:

Exhibit A: Scope of work

Exhibit B: Payment Schedule

Exhibit C: Federal Funds Addendum

VIII. GENERAL TERMS AND CONDITIONS

1. **Independent Contractor**: Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of EVFPD. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Scope of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Agreement. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the EVFPD and the EVFPD shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind the EVFPD to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the EVFPD, and (c) be solely responsible for its acts and those of its employees and agents.
2. **Inspection/Monitoring**: EVFPD reserves the right to inspect Contractor's performance at all reasonable times and places during the term of this Agreement, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Agreement, EVFPD may require Contractor promptly to come into conformance by such corrective measures, the EVFPD may exercise any or all of the remedies available under this Agreement, at law or in equity. Contractor shall permit the EVFPD, the federal government,

and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Agreement using any reasonable procedure.

3. **Late Payments/Interest**: Per C.R.S. § 24-30-202(24) EVFPD shall pay each invoice within 30 days of receipt thereof, for the work performed by Contractor and accepted by the EVFPD. If the EVFPD contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the EVFPD within 45 days after due date shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent (1.0%) per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the EVFPD separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid, and the interest rate.
4. **Fund Availability**: Financial obligations of the EVFPD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If federal funds are used to fund this Agreement, in whole or in part, the EVFPD's performance hereunder is contingent upon the continuing availability of such funds and **Exhibit C** attached hereto is incorporated herein by this reference. If such funds are not appropriated, or otherwise become unavailable, EVFPD may terminate this Agreement immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for its performance prior to termination. If the amount due cannot readily be determined from this Agreement, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of Work that was completed and accepted by EVFPD.
5. **Contractor Records**: Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three (3) years until the last to occur of: (i) the date this Agreement expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending Agreement matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). Contractor shall permit EVFPD (and, if federal funds are used in the payment of this Agreement, the federal government), and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.
6. **Confidential Information**: Confidential Information (or "CI") as used in this Agreement, shall include any and all documents, materials, data or information disclosed by one Party

(the "Disclosing Party") to the other Party (the "Recipient") that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Agreement; or was in the possession of the Recipient at the time of disclosure. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S §§ 24-72-200.1, *et seq.* ("CORA"). The Parties shall keep all CI secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI shall be immediately forwarded to the Disclosing Party's designated representative. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action but shall always have the right to proceed as it believes, in its sole discretion and judgement, to be required in accordance with the law.

7. **Licenses, Permits and Other Authorizations**: Contractor represents and warrants that as of the Effective Date it has, and that all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any similar requirements necessary for Contractor to properly perform the terms of this Agreement is a material breach by Contractor and constitutes grounds for termination of this Agreement.
8. **Compliance with Law**: Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor agrees to comply with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR") and all such regulations and orders as currently in effect or hereafter amended. Contractor shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to EVFPD without prior written notice. In the event that EVFPD agrees to receive such export-controlled information, equipment or materials, Contractor shall (i) include the Export Control Classification Number (ECCN) or

ITAR notice on the packing documentation, and (ii) send an electronic copy of the ECCN number or ITAR notice documentation to

9. **Discrimination Prohibited**: Contractor and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and its subcontractors shall also abide by 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans.
10. **Insurance**:
    A. Contractor shall obtain, and always maintain during the term of this Agreement, insurance in the following kinds and amounts:
        1. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Contractor's employees acting within the course and scope of their employment.
            a. $1,000,000 Bodily Injury for Each Accident
            b. $1,000,000 Each Employee Disease
            c. $1,000,000 Disease Aggregate
        2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
            a. $1,000,000 each occurrence;
            b. $2,000,000 general aggregate;
            c. $2,000,000 products and completed operations aggregate
            d. $1,000,000 personal and advertising injury limit; and
            e. $50,000 any one fire.
        3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows:
            a. $1,000,000 Bodily Injury and Property Damage each accident combined single limit.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to EVFPD a certificate or other document satisfactory to EVFPD showing compliance with this provision. Notwithstanding this subsection A, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.,* as amended ("CGIA"), the Contractor shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Upon request by EVFPD, the Contractor shall show proof of such insurance satisfactory to EVFPD.

B. The Estes Valley Fire Protection District shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required under the Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.
C. Contractor will notify EVFPD at least 45 days prior to cancellation or non-renewal of the required insurance coverage.
D. The Contractor will require all insurance policies in any way related to the Agreement and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights to recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
E. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to EVFPD.
F. Upon written request, the Contractor shall, within ten (10) days, provide to EVFPD certificates showing insurance coverage required by this Agreement. If requested by EVFPD, no later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to EVFPD certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, EVFPD may request in writing, and the Contractor shall thereupon within ten (10) days' supply to EVFPD, evidence satisfactory to EVFPD of compliance with the provisions of this section.
G. Self-insurance programs do not meet EVFPD insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

11. **Default**: The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within 30 days of receipt of written notice, or if a cure cannot reasonably be

expected to be completed within 30 days, or if cure has not begun within 30 days and pursued with due diligence, then the defaulting Party shall be in breach of this Agreement, and the non-defaulting Party may terminate the Agreement pursuant to any of the remedies contained herein. Notwithstanding anything to the contrary herein, EVFPD, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.

12. **Remedies for Default – Termination**: In the event of default, either Party may terminate this Agreement in its entirety upon written notice. EVFPD may terminate this Agreement in whole or in part. Exercise by EVFPD of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Agreement to the extent not terminated, if any and may incur obligations as are necessary to do so within the Agreement's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which EVFPD has an interest. All materials owned by EVFPD in the possession of the Contractor shall be immediately returned to EVFPD. Any completed deliverables, at the option of EVFPD, shall be delivered by Contractor to EVFPD and shall become EVFPD's property. EVFPD shall remunerate Contractor only for accepted performance up to the date of termination.

    Notwithstanding any other remedial action by EVFPD, Contractor shall remain liable to EVFPD for any damages sustained by EVFPD by virtue of any default under this Agreement by Contractor and EVFPD may withhold any payment to Contractor for the purpose of mitigating EVFPD's damages, until such time as the exact amount of damage due to EVFPD from Contractor is determined. Contractor shall be liable for excess costs incurred by EVFPD in procuring from third parties replacement goods and services as cover.

13. **Remedies for Default – Not Involving Termination**: EVFPD, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:
    A. Suspend Contractor's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by EVFPD without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with EVFPD's directive and EVFPD shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

B. Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.
C. Deny payment for those obligations not performed that, due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to EVFPD; provided, that any denial of payment shall be reasonably related to the value to EVFPD of the obligations not performed.
D. Notwithstanding any other provision herein, EVFPD may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom EVFPD deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or EVFPD's best interest.

14. **Intellectual Property Infringement**: If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Contractor shall, at EVFPD's option (i) obtain for EVFPD or Contractor the right to use such products and services; (ii) replace any good, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to EVFPD.
15. **Termination for Convenience**: This Agreement may be terminated by EVFPD for its convenience and without cause of any nature by giving the Contractor written notice at least (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for all services rendered to the date of termination, except as set forth upon such payment, all obligations of EVFPD to the Contractor under this Agreement shall cease.
16. **Work Product/Rights in Data, Documents and Computer Software**: Any software, research, reports, studies, date, photographs, negatives or other documents, drawings, models, material, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Agreement ("Work Product") shall be the exclusive property of EVFPD and all Work Product shall be delivered to EVFPD by Contractor upon completion or termination hereof. EVFPD's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consents of EVFPD. Work Product shall not include the material, methods, software, or other intellectual property in existence and owned by the Contractor prior to the Effective Date which is subsequently utilized in the Contractor's performance hereunder.

Any EVFPD data or EVFPD-provided data utilized by Contractor in performance hereunder shall remain the property of EVFPD and shall be destroyed upon Contractor's completion of performance hereunder, using industry standard methods.

17. **District Liability / Governmental Immunity**: Liability for claims for injuries to persons or property arising from the negligence of the District, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the CGIA, as now and hereafter amended. Nothing in this Agreement shall be deemed or applied as a waiver of such immunities. In no event will the EVFPD be liable for any special, indirect, or consequential damages, even if EVFPD has been advised of the possibility thereof. As a public entity of the State of Colorado, EVFPD is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.
18. **Contractor Indemnification**: Contractor shall indemnify, save, and hold harmless EVFPD and their employees, agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA as applicable, as now or hereafter amended.
19. **Assignment and Subcontracts**: Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior written consent of EVFPD. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or EVFPD are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to EVFPD or its designated representative upon request by EVFPD. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.
20. **Complete Agreement**: This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted

assigns. The captions and headings in the Agreement are for convenience or reference only, and shall not be used to interpret, define, or limit its provisions.

21. **Amendments**: Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable laws and regulations. This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.
22. **Severability/Waiver**: Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
23. **Choice of Law, Venue and Jurisdiction**: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void.
24. **Third Party Beneficiaries**: Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
25. **Software Piracy Prohibition (Governor's Executive Order D 002 00)**: EVFPD or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If EVFPD determines that Contractor is in violation of this provision, EVFPD may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **Employee Financial Interest (CRS 24-18-201; 24-50-507):** The signatories aver that to their knowledge, no employee of that State has any personal or beneficial interest whatsoever in

the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any matter or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

27. **Vendor Offset (CRS 24-30-201(1); 24-30-202.4):** *(Not applicable to intergovernmental agreements.)* Subject to C.R.S § 24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39-21-101, *et seq*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (c) other unpaid debts owing to the State as a result of final agency determination or judicial action.
28. **Public Contracts for Services (CRS 8-17.5-101):** *(Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.)* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized immigrant who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to C.R.S § 8-17.5-102(5)(C), Contractor shall not knowingly employ or contract with an unauthorized immigrant to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an unauthorized immigrant to perform work under this Agreement. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed; (b) shall notify the subcontractor and the contracting State agency within three (3) days if Contractor has actual knowledge that a subcontractor is employing or contracting with an unauthorized noncitizen for work under this Agreement; (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the unauthorized noncitizen within three (3) days of receiving the notice; and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply, with any requirement of this provision or C.R.S § 8-17.5-101 *et. seq.,* EVFPD may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.

29. **Public Contracts with Natural Persons (CRS 24-76.5-101):** Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101, *et seq.,* and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Agreement.
30. **Signing Authority:** Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind Contractor to its terms. If requested by EVFPD, Contractor shall provide EVFPD with proof of Contractor's authority to enter into this Agreement within 15 days of receiving such request. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Person(s) signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that EVFPD is relying on their representations to that effect and accept personal responsibility for any and all damages EVFPD may incur for any errors in such representation.

ESTES VALLEY FIRE PROTECTION DISTRICT	CONTRACTOR
By: ______________________ Name: ______________________ Title: ______________________ Date: ______________________ By: ______________________ Name: ______________________ Title: ______________________ Date: ______________________	By: ______________________ Name: ______________________ Title: ______________________ Date: ______________________

EXHIBIT A TO INDEPENDENT SERVICES AGREEMENT

SCOPE OF WORK

GENERAL DESCRIPTION

Thunder Mountain Project

Project Location and Access:

The Thunder Mountain Project is a large scale 180 acre forest health project located in southwest Estes Valley on private properties along the South side of Spur 66 adjacent to RMNP. The project is located approximately 4.8 miles south of Estes Park in Larimer County Colorado. The project area can be accessed by following Hwy 34/East Elkhorn Ave West through Estes Park until you reach Moraine Ave/Hwy 36. Turn left on Moraine Ave/Hwy 36 and follow it for approximately 1.7 miles. Stay left to turn on CO 66/Tunnel Rd and continue 2.6 miles to Wind River Trail or continue another .5 mile and turn left onto Trailblazer Way and follow it until you reach Puzzlegrass Circle. Take a right onto Puzzlegrass Circle and follow it towards Cirrus Lane until you reach the gate.

Project Size:

Unit	Acres
Unit 2	95
Unit 3	85
TOTAL	**180**

Purpose:

The purpose of this project is to treat 180 acres to aid in forest health while reducing wildfire threat in an area determined an extreme risk of wildfire and to protect critical water supply infrastructure for the community.

To do this the contractor will:

- Follow the Ecological Restoration treatment that will focus on a thin from below method that will help remove ladder fuels and create clumpy spacing that will reestablish openings.
- Thin stands with an estimated average removal volume of 30%, with residual basal area target of 55 sq.ft/acre.
- Favor Ponderosa Pine stands by grouping trees in clumps with large openings that are at least 2 tree lengths in size.
- Remove ladder fuels (specific details in unit treatment descriptions), dead, diseased, and poor form trees before healthy trees.
- Retain old growth trees and aspen in the project area.

Stand Description:

Vegetation in the project area is a combination of a mixed conifer forest with some regen and ladder fuels. Stands within the project area average roughly 412 overstory trees per acre (TPA) with 65.5 ft2/acre of basal area (BA). Most of the basal area occurs within the 6" – 16" size class. The estimated average removal volume is 30%, with a residual basal area target of 55 sq.ft./acre. Vegetation to the west of Wind River Trail is generally dominated by aspen and Douglas Fir, with lesser amounts of lodgepole pine and ponderosa pine. Tree regeneration has created ladder fuels. Vegetation to the east of Wind River Trail is also dominated by aspen and Douglas fir but with some ponderosa pine.

Volume Estimates:

		Average Trees per Acre			
		Current		Desired	
Common Name	Abbreviation	West Side (Unit 2)	East Side (Unit 3)	West Side (Unit 2)	East Side (Unit 3)
Lodgepole Pine	PICO	86.88	N/A	41	N/A
Limber Pine	PIFL2	7.69	3.58	7.69	3.58
Ponderosa Pine	PIPO	59.42	21.47	13	21.47
Blue Spruce	PIPU	0.36	6.71	0.36	6.71
Quaking Aspen	POTR5	280.41	159.66	280.41	159.66
Douglas Fir	PSME	119.51	65.96	17	10.3
Other hardwood spp	2TB	N/A	12.50	N/A	12.5
Trees/Acre		554.27	269.87	352.56	213.94
BA/ac. (sq. ft.)		76.8	54.03	55.7	42.76

General Description of Work:

The prescription for this project follows a silviculture prescription based on the completed forest inventory by CSFS. The forestry prescription follows the CSFS Ecological Restoration best practices to ensure a resilient project. All work completed must be certified as meeting minimum CSFS standards. This project has been broken up into Units consisting of Unit 2 and Unit 3.

Management Unit Descriptions: This project is divided into two units using an ecological and operational perspective.

Unit 2:

Unit 2 is a combination of a mixed conifer forest with some regen and ladder fuels and is located on the west side of Wind River and south of Tunnel Road.

Unit 2 Prescription Treatment

Using a combination of mechanical and hand thinning methods, follow the Ecological Restoration Treatment that will focus on a thin from below method that will help remove ladder fuels and create groupy/clumpy spacing that will reestablish openings. The recommendations are:

- removal of all species under **8 inches in diameter**
- retain old growth trees and aspen in the project area
- in Ponderosa pine dominated stands group trees in clumps with large openings that are at least 2 tree lengths in size
- keep 1-2 snags per acre with a diameter of >10 inches if present in the project area
- rank species in order of ecological importance in the project area:
    - Limber pine
    - Aspen
    - Ponderosa pine
    - Blue spruce
    - Lodgepole pine
    - Douglas fir

Unit 3:

Unit 3 is a combination of a mixed conifer forest with some regen and ladder fuels and is located on the east side of Wind River and south of Tunnel Road.

Unit 3 Prescription Treatment

This Unit is in a somewhat desirable state but to preserve this, hand thinning should focus on ladder fuels and smaller diameter Douglas fir. It is still recommended to follow the Ecological Restoration Treatment that will focus on a thin from below method. Treatment is as follows:

- removal of ladder fuels and Douglas fir under **11 inches in diameter**
- retain old growth trees and aspen in the project area

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- favor Ponderosa pine stands by grouping trees in clumps with large openings that are at least 2 tree lengths in size
- keep 1-2 snags per acre with a diameter of >10 inches if present in the project area
- rank species in order of ecological importance in the project area:
    - Limber pine
    - Aspen
    - Ponderosa pine
    - Blue spruce
    - Lodgepole pine
    - Douglas fir

Markings: The chart below depicts the marking colors and types used to layout the project

Description	Color	Type
Project Boundary	Red	Paint
Leave Trees	Blue	Paint

Desired Equipment: EVFPD has listed equipment types specified for this project below. This list is the equipment type needed to meet the prescription specifications. It is not the only equipment expected and not all listed equipment is required. Outline the proposed equipment for this project in the plan of operations submitted by the Contractor.

- Rubber Tired/Tracked Feller-Buncher
- Rubber Tired/Tracked Harvester
- Rubber Tired/Tracked Forwarder
- Rubber Tired/Tracked Grapple or Cable Skidder
- Rubber Tired/Tracked Masticator
- Rubber Tired/Tracked Skid Steer
- Processor
- Log Loader
- Grapple Truck
- Chainsaws

Slash Management:

Contractor will fell trees, process, and remove logs from the project site. Leave any dead and downed trees that are decomposing, in full contact with the ground, or >15" DBH.

Contractor will follow the slash management methods as follows:

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1. Whole Tree Removal: Contractor will fell trees, process trees at the stump or at the landing, and fully remove slash and tree tops from the project site.
2. Chip and haul: Contractor will fell tress, process trees at the stump or at the landing, then remove chipped material from project site.
3. Masticate or broadcast chip: Contractor will remove understory or masticate trees within the treatment units that meet prescription specifications and that meet both criteria as follow; masticate trees less than 6" DBH and less than 15 ft in height. Distribute masticated/chip material evenly throughout the treatment areas with individual chunk size no longer than 3 feet in length, average chip depth of 2 inches and maximum chip depth of 4 inches.
4. Pile Building/Burning: Refer to 2015 Colorado Pile Construction Guide, DFPC & CSFS.

EVFPD will consider all slash methods for this project.

*Note a mix of hand work and mechanical harvest methods may be used to achieve the project goals.

Reserves:

- For slopes >40% and/or >70% rocky that do not support hand cutting, please communicate non-operable areas to the project manager for approval, max 3% of the project.

Product Utilization:

Process all harvested trees to the following specifications:

- The Contractor will deck and remove harvested logs from the project. The Contractor will submit a harvesting and utilization plan with the bid submittal. The plan will include information as follows: equipment proposed (i.e., hand felling vs. mechanical felling, skidder, loader, log trucks), crew, how Contractor will process, remove, and how Contractor will utilize timber. Any sub-contracting work will need approval from the Project Manager.
- Limb all boles and cut to a 5 inch top, or another desired diameter based upon market specifications.
- Sort processed logs and deck in log length to prepare for hauling.
- Remove all processed logs prior to project end date and final payment.

Project Operations

Operational Period:

- The operational period begins on the date agreed upon by the Contractor and EVFPD after the contract has been executed and ends November 30, 2028.

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- The Contractor may work any day of the week as agreed upon by the landowners and in consultation with the project manager. Work periods are typically from 7:00 am to sunset. The Project Manager is typically available Monday-Friday 8:00 am to 5:00 pm. Plan to coordinate accordingly. Questions or concerns that arise over the weekend may have to wait until the following Monday for resolution.
- If the Contractor needs a project extension, the Project Manager and landowners must approve it at least 60 days prior to the project end date to allow for execution.

Protection of Property

- The Contractor must conduct all operations in a timely manner, in accordance with the approval Plan of Operations, and take all necessary precautions to protect the remaining forest stand, soils, and any improvements.
- The Contractor must repair any altered manmade resources to pre-work condition or better prior to contract end date and final payment.
- The Project Manager may assess penalties for damage to soils, riparian areas or other resources of the forest.
- Determination of damage is at the sole discretion of the Project Manager.
- Contractor will not use ephemeral drainages as travel corridors.
- The Project Manager may suspend or limit operations in cases of extreme fire danger (i.e. red flag warning), excessive soil rutting, and damage from mud/snowy conditions, excessive residual tree damage, road damage, or failure to meet contract specifications.
- Project Manager will assess any damage to existing infrastructure on site, and Contractor will repair, replace, or pay replacement cost basis immediately.
- EVFPD has identified and mapped primary access roads. Access roads must remain passable at all times. Removal of large materials deposited on any roads or trails must be removed immediately.
- If additional access trails are necessary to complete the project, the Project Manager must approve any road construction activities before any work is undertaken.
- Contractor is responsible for adhering to any permitting process required for completion of this project within the county the project is occurring.
- Minimize equipment access points to the treatment units to avoid unsightly entrance paths. The Contractor and Project Manager must agree upon access points and primary skid trail locations, along with landings and decking sites.
- If at any time a road/driveway becomes impassable due to damage or blockage from operations, the Contractor must notify the Project Manager immediately and make the road passable within 24 hrs. Within 48 hours, the Contractor must repair the damaged road/driveway to a like or better condition prior to the damage.
- The Contractor must repair any road/trail/driveway altered from its current condition by the project to a like or better condition. Repair may include, but is not limited to, regrading drainage ditches, refilling or regrading road base, installing water bars or dips, or repairing damaged pavement. The Project Manager will inspect all roads to ensure working conditions prior to final acceptance and completion of the project.

Infrastructure

- The project area is located within three private properties that include the YMCA Summit Property, the Dietrich property, and the Weissler property. These properties share borders with other private properties outside the project area. Care will need to be taken to avoid crossing over property lines.
- Along the Wind River Trail access road there are two wooden bridges that are not rated for weight and therefore equipment cannot be taken unless using a portable bridge and approval from EVFPD, EVWC, and property owners.
- Some fence lines exist within the project area. Contractor will be responsible for costs of repairing damaged fences as a result of operations.
- Aspen Brook is a wet year-round creek that runs the entirety of the project on the boundary between Unit 2 and Unit 3. Crossing the creek is not allowed unless approved by landowner and project manager.
- There are areas in Unit 3 where there are power lines.
- Additionally, there is water infrastructure throughout the project area.
- All existing infrastructure will need to be protected from project activities.

Landings

- The location of haul roads, skid trails, and landings will be mapped out and discussed with the project manager, private landowners, and contractor prior to implementation. Processed logs may be left in place for the duration of the project but must be removed and hauled off-site prior to demobilization and project end date.
- The Project Manager must approve modifications to approved landings or desirable additional landing locations.
- Landings may require rehabilitation at the Contractor's expense determined at the sole discretion of the Project Manager after product removal to facilitate recovery. This may include but is not limited to:
    - Ripping the area within the landing
    - Reseeding the landing with Natural Resources Conservation Service (NRCS) weed-free approved grass seed mix.
    - A weed-free see barrier of agricultural straw (not hay), biodegradable erosion control blanket or appropriate level (approx. 70% cover) of masticated material over freshly applied seed to prevent the removal of seed by erosion, wind, or other biological agents.

Skid Trails

- The Contractor must repair ruts and/or depressions in the soil caused by equipment greater than 8 inches deep.

- The Project Manager has the authority to suspend operations if current conditions (muddy/snowy conditions, too wet, too steep, etc.) make excessive damage to roads and skid trails unavoidable.
- The Contractor must rehabilitate skid trails at the sole discretion of the Project Manager and may include installing water bars, reseeding with NRCS approved weed-free grass mix, slash or masticated material to cover bare soil, or any other method determined by the Project Manager.

Utility Lines

- The Contractor must ensure operations do not damage or interfere with any utility lines during the completion of the project.
- The Contractor must immediately notify the Project Manager if such damage occurs and fix or pay for any damages.

Residual Trees

- Operations must not excessively damage reserve trees.
- The Project Manager may charge Contractor $50 per damaged tree (>8 inch DBH) if the damage is considered more excessive than is necessary to complete the project.
- The Project Manager may require the Contractor to treat trees with significant damage from the operation to prescription (examples include but not limited to; broken top, multiple equipment scars, scarring in excess of 12" x 6", or >1/3 trunk circumference, etc.)

Weed Prevention

The Contractor must take the following steps to prevent the introduction of noxious weeds from outside the treatment area and to prevent the future spread of noxious weeds within the treatment area:

- Wash the undercarriage and tires of all trucks and equipment offsite before entering the project area to reduce the spread of noxious weeds from other projects.
- The Project Manager must have 2 days' notice, excluding weekends and Federal holidays, to inspect vehicles and machinery and give approval before the Contractor may move equipment into the project area.
- The Project Manager and Contractor will determine and mutually agree upon vehicle and machinery inspection times and locations.
- Avoid areas with excessive amounts of noxious weeds and wash any equipment that drives through excessive amounts of noxious weeds before moving it to another area.

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- The Contractor will complete seeding at their expense on skid trails, landings, and any other areas determined by the Project Manager to rehabilitate excessive amounts of exposed, bare soil from equipment operations under this contract.
- The Project Manger will determine areas of excessive bare soil using the following:
    - Exposed bare soil on more than 10% of any 1 acre and/or
    - Bare soil exceeding 500 square feet in one continuous area.

Hazardous Materials:

- The Contractor must take all reasonable precautions to prevent pollution of air, soil, and water by the project's operations.
- The Contractor must notify the Project Manger immediately of any fuel, hydraulic fluid, or other chemical spills caused by their employees, agents, or subcontractors, directly or indirectly, resulting from the project's operations.
- The Contractor must remove any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids and place in covered drums or other acceptable containers for proper disposal by the Contractor.
- The Contractor may place temporary fuel cells for contract use at staging areas in coordination with the Project Manager.
- The Contractor must place all temporary fuel cells within a spill berm.
- The Project Manager will describe areas for refueling of equipment.
- Refueling areas require a minimum dimension of 5 feet by 5 feet and the Contractor must clear all combustible material to bare soil.
- No chainsaws or other motorized equipment can be started within 15 feet of any refueling area.
- Contractor must cool chainsaws or other equipment for a minimum of 10 minutes before refueling.

Snow Removal

- If the Contractor needs to access the site during periods of accumulated snow or during snow fall, the Contractor is responsible for snow removal in any areas that the landowner has not already done.
- The Contractor will conduct all snow removal in a manner to avoid damage to the existing road system and infrastructure.

Fire

- The Contractor must take all necessary precautionary measures to prevent a fire resulting from the project's operations. The Contractor must, both independently and in cooperation with EVFPD, take all reasonable and practical action to suppress fires resulting from the project's operations and notify EVFPD, the project manager and landowners immediately should a fire occur. The Contractor must take immediate independent action to suppress the fire and include use of all necessary personnel and equipment at their disposal in the project area.

- Immediately report any fire started or observed on site in the following order of priority:
    - EVFPD
    - Project Manager
    - Landowners
- Smoking is only allowed in vehicles.
- All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Each vehicle must have a Class ABC 10 lb. fire extinguisher and a minimum of 1 fire tool maintained in serviceable condition per crew member.
- The project manager may suspend or limit any or all of the Contractor's operations in cases of extreme fire danger (i.e. red flag warning).
- In order to quickly request assistance in the event of a fire or medical emergency, each crew member working on the site is required to have immediate access to a cellular phone. Workers may need to travel to get cellular coverage.

Site Rehabilitation

- All equipment, logs, chips/grindings/slash must be hauled off site or properly managed as noted above.
- If landings are used, they must be given final grade and any remaining chips/grinding/slash left on landing need to be spread out to 2" depth or less to allow for understory regeneration to occur.
- All skid roads must be rehabilitated.
- Contractor may be responsible for re-seeding vegetated areas that have been impacted by operations (i.e., skid trails, landings)
- Any damage to fences, driveways, infrastructure, or other private property will be paid for, procured by and/or repaired by the contractor.
- Contractor will mitigate any disturbance or damage to property, roadways, and infrastructure for all project units as requested by the project manager after treatment has been carried out. This may include road repair, trail naturalization, and more. Supplies, equipment, and labor for the rehabilitation should be included in the contractor bid proposal.
- Neither trash nor litter will be left by the contractor anywhere on the property, access roads, or vicinity.

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- The State of Colorado Best Management Practices should be followed within all units of the project. The document entitled "Forestry Best Management Practices to Protect Water Quality in Colorado" should be consulted prior to implementing forest management operations, but in particular, a few important BMP's should be highlighted for mechanical logging operations:
    - Minimize use of skid trails on slopes over 30%
    - Avoid skidding directly uphill/downhill when possible.
    - Install water diversion structures (slash and/or water bars) on skid trails appropriate after each forest entry.
    - Do not operate when ground is saturated (from precipitation or snowmelt) operate when the ground is dry or frozen to minimize soil loss and compaction.

Operational Standards:

- EVFPD and EVWC will be managing and overseeing every aspect of this project, from initial RFP to contracting field operations. The contractor selected for this project must enter into a legally-binding agreement provided by EVFPD and supply all necessary documentation before work can begin. Among other terms and conditions included in the contract, the contractor must provide proof of Workers Compensation and Commercial Auto and General Liability Insurance; EVFPD must be listed on those policies.
- The contractor must work in partnership with EVFPD and EVWC and the landowners, in a professional and respectful manner. Contractor must be open and flexible to minor operational or prescription changes that arise. Mutual respect and trust is of the utmost importance. EVFPD and EVWC expect to be regularly communicated with, especially in regards to any changes or updates in the scope of work or major road improvements, etc.
- Landowners and potentially surrounding neighbors may try to interact. Contractor must be professional and courteous with all interactions, but refer any questions to Project Manager.
- Leave no trash or litter anywhere on the property, access roads, or vicinity.
- The Contractor must haul any trash generated by the project daily.
- The Project Manager may fine the Contractor $50 per instance of trash/litter discovered on site.
- Contractor should clean all equipment and vehicles and ensure they are in proper working condition before commencing work.
- The Contractor must provide safety signage for the project.
- The Contractor must comply with technical guidelines from the CSFS regarding applicable Endangered Species Act (ESA) regulations.

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- If the Contractor or crew discovers unidentified cultural resources during the project activities they must halt work until consulting with the Colorado Historical Society and evaluating the resources in terms of Federal Register Criteria, 36 CFR 60.4.
- The Contractor will leave work site in a safe manner at the end of every work day with equipment properly and safely stored and ignition keys removed from machinery.
- Contractor must safely park all vehicles and equipment left on site on level ground with wheels chocked.
- The Contractor must notify the Project Manager and receive approval before removing equipment from project site.

EXHIBIT B TO INDEPENDENT SERVICES AGREEMENT

PRICE, COST, AND PAYMENT SCHEDULE

EVFPD reserves the right to retain up to ten percent (10%) from each payment until after a final walk through and approval of the project. Project completeness and determination of no damages will be determined by the EVFPD Project Manager and CSFS Foresters.

The contractor will be liable for any damages to the property resulting from work to accomplish tasks. Any damage penalties and charges for damages to soils, improvements, or other elements of the forest stand or other infrastructure on the property not repaired or corrected by the Contractor shall be deducted from any payment or allocation to the Contractor.

Payment Schedule:

A. Nature of Payment: The timing of payments made to the Contractor under this Agreement are as follows:

i. The total contractor price is $. Payments shall be made as follows:

DATE, EVENT AND DELIVERABLE	AMOUNT PAYABLE
Completion of initial 20 acres	
Completion of next 20 acres	
Completion of next 20 acres	
Completion of next 20 acres	
Completion of next 20 acres	
Completion of next 20 acres	
Completion of next 20 acres	
Completion of next 20 acres	
Completion of final 20 acres	

The Contractor shall coordinate with EVFPD Project

B. Inclusions: Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, supplies, installation, testing, reporting, analysis, delivery charges and any other expenses incurred by Contractor in the performance hereunder.

EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

FEDERAL FUNDS ADDENDUM

Should federal funds be used for payment by EVFPD under the Agreement, the following provisions shall be deemed incorporated and made a part of the Agreement:

1. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Opportunity," as amened by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) (Applicable to contracts in excess of $2000 for construction or repair.) – Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to EVFPD.
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (Applicable to construction contracts of more than $2000.) – Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to EVFPD.
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (Applicable to construction contracts of more than $2000 and other contracts involving the employment of mechanics or laborers in excess of $2500.) – Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of

the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or material or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Clean Air Act 942 U.S.C. 7401, *et seq.*.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, *et seq.*), as amended (Applicable to Contracts and sub-grants of amounts greater than $100,000.) – Contractor must comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, *et seq.*). Violations shall be reported to EVFPD and the Regional Office of the Environmental Protection Agency (EPA).
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the University.
8. Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the general Services Administration's List of Parties Excluded from Federal Procurement of Nonprocurement Programs in accordance with E.O.'s 125449 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Combating Trafficking in Persons (22 U.S.C. 7101) – The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this Contract, Contractor shall ensure that its employees do not violate this policy. Should EVFPD become aware that Contractor has violated this policy, EVFPD may terminate the contract for breach in accordance with the termination clause herein.

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ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 27, 2026

Agenda Item #7(f)

Agenda Title:

Discussion/action re: CWDG Thunder Mountain Mitigation Project Contractor Award

Submitted by:

Jon Landkamer, Div. Chief, Community Risk Reduction

Background Information:

Attachments:

☐ Agenda	☐ Minutes	☐ Report
☐ Resolution	☐ Contract	☐ Map
☐ Letter	☐ Other	

Board Action Needed

A motion to (approve, deny, or modify) the CWDG Thunder Mountain Mitigation Project Contractor Award

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No