



Aspen Fire Protection District
Board of Directors
Special Monthly Meeting

MEETING DATE: June 21, 2022
MEETING TIME: 11:00am

LOCATION: 420 E Hopkins

The public is welcome to join this meeting virtually through Zoom. To join, please go to:

<https://us02web.zoom.us/j/81866250163?pwd=eVEvSkRrdDZNYW9BZ0dwY0dUSkphdz09> Meeting ID: 818 6625 0163 Passcode: 365443. Please contact Nikki Lapin, District Administrator at nikki.lapin@aspensfire.com if you need additional information.

AGENDA

- I. Meeting called to order
- II. Roll Call
- III. **Executive Session: Pursuant to §24-6-402(4)(f), C.R.S., for a conference with District's attorney for the purpose of discussing general personnel policy matters not involving any specific employee or employees.**
- IV. North 40 Fire Place Property Management Contract
- V. North 40 Fire Place Solar Panel Review
- VI. Board Member Opening

**THE ROMERO GROUP RENTAL MANAGEMENT
PROPOSAL**

Aspen Fire Place
Aspen Fire Protection District Housing
62 Front Way, Aspen Co.



The Romero
Group^{LLC}
Property Management

May 13, 2022



350 Market Street

Suite 304

PO Box 4100

Basalt, CO, 81621

www.romero-group.com

P. 970-273-3100 | F. 970-797-1851

The Romero Group Principals

Dwayne Romero, President and CEO, dromero@romero-group.com

Shawn Gleason, Chief Financial Officer, sgleason@romero-group.com

Jim Korpela, Chief Operations Officer, jkorpela@romero-group.com

Jerome Simecek, V.P. of Operations, jsimecek@romero-group.com

Community Association Responsible Manager License # 2140

Community Association Manager Entity License # 2618

Small Water Systems Operator and Certified Water Systems Professionals

Colorado Licensed Real Estate Broker License # CO-EO-100071737

Executive Summary

The Romero Group is a rapidly growing local business with substantial organizational depth and strength, totally committed to the Roaring Fork Valley. Our team brings the full spectrum of complementary skills that support all areas of Rental Property Management to serve the Aspen Fire District in the operational management of Aspen Fire Place.

The Romero Group is uniquely positioned to provide high quality property management services and leasing expertise in the Willits Town Center. Our team's experience in the local Free Market and Deed Restricted rental properties provides a strong position to understand and proactively adjust to varying market leasing trends, seasonality issues, and local marketing opportunities.

The Romero Group has combined experience of over 50 years with our principals and tenured team members. Our Management Proposal and Fee Structures are tailored to provide the Aspen Fire District with the following services:

- 1) Provide consultant services to assist in the establishment of a rental housing program for the 15-residential units of Aspen Fire Place.
- 2) Provide ongoing overall Operational Management for the rental leasing program.

Proposal Scope and Fee Structure

1) Provide consultant services to assist in the establishment of a rental housing program for the 15-residential units of Aspen Fire Place.

For a monthly fee of \$2,025 this proposal includes up to and including the following, but not limited to, anticipated tasks:

- Assist in defining rental application & selection process, create procedure
- Assist in creating web portal to include information and application/selection process
- Assist in establishing working documents
 - Lease document
 - Pet policy/registration requirements
 - Parking policy/registration policy
 - Tenant/occupant rules and regulations.
 - Enforcement policies and procedures. Schedule of fees and fines
 - Storage policy and allocations
 - Termination/eviction procedures
 - Lease renewal procedures
 - Move in/out procedures
- Assist in defining security deposit terms/escrow procedures
- Assist in defining utility expense \$/psf
- Assist in defining rent collection/auto pay instructions and procedures

2) Provide ongoing overall Operational Management for the rental leasing program.

For a monthly management fee \$2, 025 plus \$750 for each new lease and \$500 for each renewal lease, this proposal includes up to and including, but not limited to, the following anticipated tasks:

- Notification/advertisement of available rentals
- Review of application/screening
- Selection process/acceptance
- Review and execution of lease agreement
- Review and execution of tenant rules and regs
- Registration of pets and issue pet policy
- Registration of parking and storage policy
- Autopay set up for rent and utility expenses
- Tenant move-in supervision
- Lease renewal notification and supporting documents
- Lease end move out supervision

- Periodic review and reporting to Ownership

Accounting, Bookkeeping, and Treasury Services (included)

- Establish and maintain the books and accounts of the BXI
- Quarterly Financial reporting: balance sheet, payables and receivables, income statements with budget variance explanations, 12-month cash flow 'look ahead'
- Assessments and Collections
- Prepare and propose to Ownership for its approval an operating budget, setting forth the anticipated income and expenses of the Property for the next successive fiscal year
- Statutory filings
- Cash management
- Monthly Bank reconciliations
- Treasury services: staff review of secure investment options
- Strong fiscal control through segregation of duties

Maintenance and Operations (direct labor is charged as incurred, estimated in the TRG Labor Schedule)

TRG has provided two detailed DRAFT estimate of the annual cost associated with maintenance and operations of the District's asset. The first assumes the 1st 12 months of operation with Warranty services and the 2nd assumes a normal year. These estimates are shown in the TRG Labor Schedule which are found on the last pages of this proposal. The TRG Labor Schedule builds an annual estimate of cost by calculating each task on an hourly, weekly, and seasonal frequency. TRG would refine this Labor Schedule after a detailed property tour and input on expected service levels.

- Direct labor costs are not included in the management fee; direct labor would include services billed to the District such as routine operations and maintenance of building exteriors, HVAC & Water systems, landscaping, and snow removal
- Tenured & trained team members with specific certifications to maintain property assets
- Strong vendor relationships for specialized services and/or duties as required
- Strong attention to detail to ensure a high quality and consistent appearance of the property
- Adherence to Daily, Weekly, Quarterly, and Annual maintenance checklists to ensure proper performance and care of property assets
- Beyond routine maintenance needs, TRG has in-house engineers trained in Building Automation Systems, Water Systems, Irrigation and Snowmelt Operations

Property Management Experience

The Romero Group currently manages 34 Homeowner Associations, 6 special Metropolitan Districts, and 3 long-term rental programs all located here in the Roaring Fork Valley

Our team has extensive experience in similar properties in the Roaring Fork Valley. These properties include: Willits Seven North, One10 Harris Apartments, Lumen Apartments, Aspen Highlands Metropolitan District, and Southpoint Condominiums.

The Romero Group brings a spectrum of complementary skills that support all areas of property management to serve the establishment and operation of Aspen Fire Place at the highest standard. Property Management is our primary focus. It is what we have built our experience and reputation around and it is what distinguishes us from the crowd of brokerage firms that also try property management. Given our skill set, we are confident that we can execute a smooth transition from the Builder, FCI Constructors, through their warranty process and to regular oversight of this asset.

Led by Dwayne Romero, TRG has considerable experience and a distinct operating model encompassing all facets of Property Management, including:

- Leadership and experience in large scale Property Development and Project Management
- Community Association Management & Administrative Services
- Accounting, Bookkeeping, and Treasury Services
- Property Management, Leasing, Maintenance, and Engineering Services
- Capital Projects Management Services
- The Romero Group Added Values

The Romero Group proudly has three licensed Community Association Managers on our team. In addition, we have a fully qualified accounting team led by Shawn Gleason, CFO. This team has deep experience in accounting and is large enough to adequately allow for proper segregation of duties and strong internal controls.

Given our presence in the valley (HQ office in Basalt and satellite office at Aspen Highlands), we are able to provide consistent and responsive management oversight for all of our clients.

Operating Model & Experience

The Romero Group offers the following to the owners of Aspen Fire Place:

1. Leadership

TRG has the knowledge and experience to ensure the smooth operation of Aspen Fire Place, now through completion and post construction. We are confident that we can ensure that efficiencies in management and operation are sought, and we'll proactively bring suggestions to Ownership. Our expertise allows us to identify small issues before they become big problems. Our experienced team will be available throughout the remaining construction period to consult and assist with the building establishment. Once built, we will be at the property on a prescheduled daily frequency and providing proper direction and priorities to meet and exceed the owner's expectations.

- **Leadership Standards we operate by:**

- Strong understanding and experience of the development process and the logistics required to bring new projects "on-line".
- Proactive on-site "eyes on the property" approach with regular site visits presenting a high-quality appearance of your property and public spaces
- Regular internal and external communications to Ownership and interested parties.

2. Long-term Rental Management

TRG has proven to be the leading third-party provider of full spectrum rental management services in the Valley. We handle everything from start to finish, including pricing, advertising, prospect handling, screening, and leasing. The team is deeply involved in the budgeting process, capital planning, and outside contracting. Furthermore, we utilize specialized software to ensure a fully integrated team so that nothing falls through the cracks, putting tenants and owners at ease.

3. **Accounting, Bookkeeping, and Treasury Services**

Under the leadership of Shawn Gleason, Chief Financial Officer, with support from Tracy Forristall, The Romero Group provides Bookkeeping, Treasury, Fiscal Control, Financial Reporting, Budget Modeling and Forecasting using systems we have developed and refined over many years. Aspen Fire Place will greatly benefit from our collective experience and professional guidance we provide to all of our clients.

- **Bookkeeping Services**

Our experienced accounting team handles every aspect of bookkeeping including:

- Assessments/rents
- Collections
- Managing payables and receivables
- Statutory filings
- Cash management
- Bank reconciliations
- Capital projects: Initial forecasting and active controls throughout and after

- **Treasury Services**

Our team focuses on ensuring our clients funds are invested properly. We review available FDIC covered investment options on a monthly basis to determine the best fit for each of our clients. We only recommend 5-Star rated Banks for our clients to ensure their funds are as secure as possible. In the event that a client is interested in other options we work with each client individually to ensure their needs are met.

- **Fiscal Control**

The Romero Group is committed to maintaining our experienced accounting and control staff large enough to adequately allow for proper segregation of duties and strong internal controls. Our CFO Shawn Gleason has an Audit and Assurance background from his early career with KPMG, a global leader in delivering Audit, Tax, and Advisory services.

- **Financial Reporting**

Based on years of experience we have developed standard monthly, quarterly, and annual reporting packages to meet our client's needs. We feel that timely and accurate financial information is crucial to the Board's ability to manage their property. Our monthly financial package includes the following elements:

- Balance Sheet
- Accounts Payable Detail

- Accounts Receivable Detail
- Current Month Income Statement with budget variances
- Fiscal Year to Date Income Statement with budget variances including explanations for variances over a certain scope threshold
- **12 Month “Look Ahead”**
Our quarterly financial package includes all the elements of our monthly package along with a 12-month future looking cash flow. This cash flow includes recommendations for managing capital funds and investment options that will arise during that time.
- **Budget Modeling and Forecasting**
As a team, we collaborate to build our Clients’s annual budgets from the ground up based on historical information and future estimates. We use hourly labor worksheets to anticipate the needs of our properties and translate that into your monthly, seasonally adjusted, labor budget. We use bulk negotiated outside service contracts for providers such as; Landscapers, HVAC Technicians, Elevator Maintenance, Insurance, Snow Plowing, and Natural Gas bulk purchasing. We also utilize our internal expertise and experiences as the basis for each budget line item.

4. **Complete Services Model**

The Romero Group can offer the Aspen Fire Place a full scope of services on site to maintain the property to the Ownership’s high standards. With our committed, responsive team available 365 days a year, 24 hours a day, we can proactively anticipate and attend to all aspects of property management for our owners.

- **Maintenance**
 - Tenured & Trained team members with specific certifications where needed to maintain property assets.
 - Quality relationships with outside vendors for specialized services or specific licenses to ensure timely responses when required and leveraged cost savings.
 - Deep experience with preventative and corrective maintenance for all building systems.
 - Commitment to attention to detail for property appearance so that Aspen Fire Place always shows well.
 - Creation and follow through with Daily, Weekly, Quarterly, and Annual maintenance checklists for regular and preventive maintenance tasks.
- **Housekeeping services**
For the common and amenity areas of Aspen Fire Place to maintain high standards of

cleanliness, safe and sanitary facilities for community enjoyment.

- **Engineering services**

Over and above the routine maintenance needs, the TRG has in house engineers trained on Building Automation Systems, Water Systems, boiler controls and other specialties to best serve ownership.

5. **Capital Projects Management Services**

The Romero Group is uniquely qualified and poised to assist Aspen Fire Place in the all-important effort of long range improvements planning and implementation. We are property managers, but we are also experienced development and construction managers, engineers, and expert systems technicians. We have the capabilities, relevant experiences, and key relationships to bring about a solid and comprehensive baseline capital reserve study, from which we can work closely with the board to develop and execute a long range plan for needed improvements. Our financial acumen can further assist Aspen Fire Place with strategies to build capital reserve funds on a more disciplined, regular approach that will put the development in a strong fiscal position, greatly improving both the perceived and actual value of Aspen Fire Place for Renters and Owners alike. These services include –

- **Reserve Study Facilitation (included in Management Fee)**

Establish a full “baseline” study for Aspen Fire Place (and provide updates) to the study as needed to properly plan for and forecast future needs.

- **Project Management (not included in Management Fee)**

For projects large and small that The Romero Group can properly support with the appropriate expertise.

- **Owner’s Representation (not included in Management Fee)**

Services for projects that require significant outside expertise.

- **Coordination and Supervision of Specific Commissioning, Punch List, and Warranty Issues (not included in Management Fee)**

The Romero Group, with Owner direction, can administer Warranty and other issues specific to new construction that is outside of the normal scope of Property

Management. TRG charges on a time and materials basis for administering to these specific issues.

6. **The Romero Group Added Values**

Equally important to the basic services offered in this proposal, we bring a unique set of differentiated abilities and services Aspen Fire Place that need to be considered when choosing your property manager. To wit, we offer the following:

- **Neighborhood Politics and Entitlements Advocacy**

Dwayne Romero and the team have deep relationships throughout the community, both in the public and private sectors. We use these relationships in an open way to protect and enhance our clients' needs and priorities. As in most communities, the stakes are high when it comes to land use matters. The Romero Group will represent Aspen Fire Place interests and priorities in order to protect and preserve values.

- **Added "Checks and Balances" provided by Principals**

Knowing the intensity of use by the peak seasons, it becomes an added bonus to have our owner/principals close and proximate to the properties that we manage. Our four owners are immediately available to deploy to the property for that extra level of attention when the property is maxed in occupancy or experiences an unforeseen emergency. We get it; we appreciate and care for the communities we serve, and are eager to provide the same level of attention to Aspen Fire Place.

- **Vendor Negotiating Power and Scale Economies**

Given the breadth of management contracts in place, The Romero Group is able to bring additional negotiating power and strength when establishing Vendor contracts for our clients. As a matter of course we regularly (and specifically during the formation of new annual budgets) review existing contracts for completeness and appropriateness, as well as for cost-effective pricing. As an example, The Romero Group actively manages vendors covering audit services, snow plowing, landscaping, and HVAC repair and thus we can immediately bring added value in these relationships as they come up for renewal or rebid.

The Romero Group Biographies

Dwayne Romero

President and CEO

Dwayne Romero has over 26 years' experience in resort real estate development and operations and brings a broad range of leadership capabilities and experience. Previously, he served as General Manager of Snowmass Hospitality and President of Related Colorado where he was responsible for all day-to-day general management of the company's business operations in Aspen and Snowmass Village including all resort activities and on-going resort retail operations at the Snowmass Mall and at the Snowmass Center.

Prior to Related and Snowmass Hospitality, Dwayne served on the executive staff of Hines during the development of the Base Village at Aspen Highlands Village and Five Trees PUD, and he was the managing partner and co-founder of Steeplechase Development Partners. He is a two-term Aspen City Councilman, current Aspen School District Board Member, and a graduate of the United States Military Academy at West Point. Additionally, Dwayne earned an MBA from Harvard Business School.

Shawn Gleason

Chief Financial Officer

Shawn Gleason has over a decade of career experience in real estate development, management, and investment, specializing in mountain resort communities in the Rocky Mountains. He is the former Vice President of Accounting & Finance of Related Colorado, an operating division of Related Cos., the \$20 billion international real estate development and investment firm headquartered in New York. As Chief Financial Officer for The Romero Group, Shawn is responsible for all of the company's accounting and control functions as well as all HOA accounting services.

Jim Korpela

Chief Operations Officer

Jim Korpela has over 20 years of career experience in special district and association management, property management, guest services and real estate development management. He is the former Director of Maintenance and Engineering for Snowmass Hospitality, an operating division of Related Cos., the \$20 billion international real estate development and investment firm headquartered in New York. Jim currently serves as Chief Operating Officer for The Romero Group. Responsibilities include overall operations budgeting, energy and efficiency initiatives, project management, maintenance management, service contract administration and capital improvements. Jim earned his BS in

Engineering from the United States Military Academy at West Point and his MS in Engineering from CU Boulder.

Jerome Simecek

Vice President of Operations

Jerome Simecek has over 27 years of career experience in association management, property management, guest services and hotel operations management. He is the former Director of Operations for over two hundred condominiums, 12 Home Owners Associations, and maintenance operations at the Snowmass Mall and the Snowmass Center managed by Snowmass Hospitality. These responsibilities included budgeting, insurance, service contracts, property reviews, and general administration. Jerome currently serves as Vice President of Operations for The Romero Group.

Matt Ciminelli

Leasing and Assistant Property Manager

Matt Ciminelli moved to the Roaring Fork Valley in 2019. He has a wide range of experience in real estate development, construction, property management, and leasing. Matt graduated from Canisius College with a Bachelor of Science in Business Management in 2008, during which he also studied abroad in Florence, Italy. He later achieved his Master of Real Estate Development graduate degree from the University of Utah in 2015.

Matt currently is the Leasing Manager for Willits Seven North Apartments, Lumen Apartments and One10 Harris Apartments in the Willits area of Basalt.

Fire Place (AFPD Housing) - TRG Labor Schedule ESTIMATE

Service Description	Est. Hours per Service	Winter 21 weeks Nov 25-April 14					Summer 15 weeks June 3-Sept 15					Off Season 18 weeks April 14-June 3 & Sept 16 to Nov 24					Annual Labor
		# of Services per week	Hours Per week	# of weeks	Hours per Season	Total	# of Services per week	Hours Per week	# of weeks	Hours per Season	Total	# of Services per week	Hours Per week	# of weeks	Hours per Season	Total	
						AVG Bill Rate					AVG Bill Rate					AVG Bill Rate	
6310-Building Maintenance-TRG																	
Property Checks	1	1	1	21	21	\$47	1	1	15	15	\$47	1	1	18	18	\$47	752
BIG Program Replacement	0.5	1	0.5	21	10.5	\$47	1	0.5	15	7.5	\$47	1	0.5	18	9	\$47	376
Exterior Structure Repair (*1 warranty)	0	0	0	21	0	\$47	0.5	0	15	0	\$47	0.5	0	18	0	\$47	-
Exterior Siderwells Cleanup	1	1	1	21	21	\$47	2	2	15	30	\$47	2	2	18	36	\$47	1,504
Trash dumpster	0.33	2	0.66	21	13.86	\$47	2	0.66	15	9.9	\$47	2	0.66	18	10.56	\$47	496
Painting - TRG																	
Painting (exterior)	0	0	0	21	0	\$47	0	0	15	0	\$47	0	0	18	0	\$47	-
Snow Removal																	
Snow Removal	2	2.5	5	21	105	\$47	0	0	15	0	\$47	0	0	18	0	\$47	752
Landscaping & Irrigation																	
Landscaping	2	0	0	21	0	\$47	1	2	15	30	\$47	1	2	18	36	\$47	1,504
Irrigation (*1 warranty/77)	0	0	0	21	0	\$47	2	0	15	0	\$47	2	0	18	0	\$47	-
Parking Enforcement																	
Parking Enforcement	0.33	1	0.33	21	6.93	\$47	1	0.33	15	4.95	\$47	1	0.33	18	5.28	\$47	248
HVAC																	
Mechanical Checks (growmet)	0.5	1	0.5	21	10.5	\$90	0	0	15	0	\$90	0.5	0.25	18	4	\$90	360
HVAC Cleaning (roof/pt)	1.5	0	0	21	0	\$90	0.25	0.125	15	0.1875	\$90	0.25	0.125	18	0.45	\$90	405
HVAC Repairs & Maintenance	0.5	0.5	0.25	21	5.25	\$90	0.5	0.25	15	3.75	\$90	0.5	0.25	18	4	\$90	360
HVAC Filters	8	0	0	21	0	\$90	0	0	15	0	\$90	0.125	0.0625	18	1.2	\$90	1,080
Unit Repairs & Maintenance																	
Contractor Warranty Management	0.5	1.5	0.75	21	15.75	\$52	3.5	1.75	15	26.25	\$52	2.5	1.25	18	20	\$52	1,040
Move-in/Move-out Repairs & Maintenance	3.5	0.10	0.34	21	7.07	\$47	0.10	0.34	15	5.05	\$47	0.10	0.34	18	5.38	\$47	253
Unit Work Orders	1.25	0.10	0.12	21	2.52	\$47	0.10	0.12	15	1.80	\$47	0.10	0.12	18	1.82	\$47	90
Move-in/Move-out Inspections	1	0.10	0.10	21	2.02	\$47	0.10	0.10	15	1.44	\$47	0.10	0.10	18	1.54	\$47	72
Garage Repairs & Maintenance																	
Garage Repairs & Maintenance	2	1	2	21	42	\$47	2	2	15	30	\$47	2	2	18	36	\$47	1,504
Parking Lot/Garage Power Washing	8	0	0	21	0	\$47	0.087	0.533	15	8	\$47	0.083	0.5	18	8	\$47	376
Common Area Housekeeping																	
Elevator	0.5	2	1	21	21	\$42	2	1	15	15	\$42	2	1	18	18	\$42	872
Storage Room	0.5	2	1	21	21	\$42	2	1	15	15	\$42	2	1	18	18	\$42	872
Fitness Center	0.5	2	1	21	21	\$42	2	1	15	15	\$42	2	1	18	18	\$42	872
Public Bathrooms (near fitness)	0.75	1	0.75	21	15.75	\$42	1	0.75	15	11.25	\$42	1	0.75	18	12	\$42	504
On Call																	
On Call	1	7	7	21	147	\$10	7	7	15	105	\$10	7	7	18	126	\$10	1,260
Alder Hours On Call (daily charge)																	
1st Year AFP Labor by Season																	
Total Annual 1st Year AFP Labor Estimate																	

13
 \$ 52,876
 \$ 21,000
 \$ 14,577
 \$ 17,300
 \$ 52,878

Fire Place (AFPD Housing) - TRG Labor Schedule ESTIMATE

Service Category	Estimated Hours per Service	# of Services per week	Year														Annual Labor	
			Winter 21 weeks Nov 25 - April 14				Summer 15 weeks June 3 - Sept 15				OTW Season 16 Weeks April 14 - June 3 & Sept 16 to Nov 24				Annual			
			Hours per week	# of weeks	Total Hours per Season	Avg Hourly Rate	Total Cost of Service	Hours per week	# of weeks	Total Hours per Season	Avg Hourly Rate	Total Cost of Service	Hours per week	# of weeks		Total Hours per Season	Avg Hourly Rate	Total Cost of Service
0310-Building Maintenance-TRG	1	1	0.25	21	5.25	\$47	\$247	0	0	0	\$0	0	0	0	0	\$0	0	611
Property Checks	1	1	0.25	21	5.25	\$47	\$247	0	0	0	\$0	0	0	0	0	\$0	0	611
BBO Program Reassignment	0.5	1	0.5	21	10.5	\$47	\$494	0.5	15	7.5	\$47	\$353	0.5	15	7.5	\$47	\$353	10,402
Exterior Structure Repairs	1	1	0.5	21	10.5	\$47	\$494	2	2	4	\$47	\$94	2	2	4	\$47	\$94	10,402
Exterior Stairways Cleanup	1	1	0.66	21	13.86	\$47	\$651	2	2	4	\$47	\$94	2	2	4	\$47	\$94	10,402
Trash dumpster	0.33	2	0.66	21	13.86	\$47	\$651	2	2	4	\$47	\$94	2	2	4	\$47	\$94	10,402
Painting - TRG	1	1	0.25	21	5.25	\$47	\$247	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	611
Painting (exterior)	1	1	0.25	21	5.25	\$47	\$247	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	611
Snow Removal	2	2.5	5	21	105	\$47	\$4,935	0	0	0	\$0	0	0	0	0	\$0	0	5,607
Snow Removal	2	2.5	5	21	105	\$47	\$4,935	0	0	0	\$0	0	0	0	0	\$0	0	5,607
Landscaping & Irrigation	2	2	0	21	0	\$47	\$0	2	2	4	\$47	\$94	2	2	4	\$47	\$94	5,100
Landscaping	2	2	0	21	0	\$47	\$0	2	2	4	\$47	\$94	2	2	4	\$47	\$94	5,100
Irrigation	0.75	0	0	21	0	\$47	\$0	2	2	4	\$47	\$94	2	2	4	\$47	\$94	5,100
Parking Enforcement	0.33	1	0.33	21	6.93	\$47	\$328	0.33	15	4.95	\$47	\$233	0.33	16	5.28	\$47	\$248	807
Parking Enforcement	0.33	1	0.33	21	6.93	\$47	\$328	0.33	15	4.95	\$47	\$233	0.33	16	5.28	\$47	\$248	807
HVAC	0.6	1	0.5	21	10.5	\$90	\$945	0.25	15	3.75	\$90	\$338	0.25	16	4	\$90	\$360	5,771
Mechanical Checks (unworn)	0.6	1	0.5	21	10.5	\$90	\$945	0.25	15	3.75	\$90	\$338	0.25	16	4	\$90	\$360	5,771
HVAC Cleaning (rooftop)	1.5	0	0	21	0	\$90	\$0	0.25	15	3.75	\$90	\$338	0.25	16	4	\$90	\$360	5,771
HVAC Repair & Maintenance	1	0.5	0.5	21	10.5	\$90	\$945	0.25	15	3.75	\$90	\$338	0.25	16	4	\$90	\$360	5,771
HVAC Filters	6	0	0	21	0	\$90	\$0	0.25	15	3.75	\$90	\$338	0.25	16	4	\$90	\$360	5,771
Unit Repairs & Maintenance	0	1	0	21	0	\$52	\$0	0.25	15	3.75	\$52	\$176	0.25	16	4	\$52	\$188	3,513
Contractor Warranty Management	0	1	0	21	0	\$52	\$0	0.25	15	3.75	\$52	\$176	0.25	16	4	\$52	\$188	3,513
Move-in/Move-out Repairs & Maintenance	3.5	0.25	0.875	21	18.375	\$47	\$864	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	3,513
Move-in/Move-out Repairs & Maintenance	3.5	0.25	0.875	21	18.375	\$47	\$864	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	3,513
Unit Work Orders	1.25	0.25	0.3125	21	6.5625	\$47	\$308	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	3,513
Move-in/Move-out Inspections	1	0.25	0.25	21	5.25	\$47	\$247	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	3,513
Move-in/Move-out Inspections	1	0.25	0.25	21	5.25	\$47	\$247	0.25	15	3.75	\$47	\$176	0.25	16	4	\$47	\$188	3,513
Garage Repairs & Maintenance	2	1	2	21	42	\$47	\$1,974	2.53	15	38.925	\$47	\$1,808	2.5	16	40	\$47	\$1,900	5,640
Parking Lot/Garage Sweeping	2	1	2	21	42	\$47	\$1,974	2.53	15	38.925	\$47	\$1,808	2.5	16	40	\$47	\$1,900	5,640
Parking Lot/Garage Power Washing	2	0	0	21	0	\$47	\$0	2.53	15	38.925	\$47	\$1,808	2.5	16	40	\$47	\$1,900	5,640
Common Area Housekeeping	2	2	1	21	21	\$42	\$882	2	2	4	\$42	\$84	2	2	4	\$42	\$84	15,934
Common Area Housekeeping	2	2	1	21	21	\$42	\$882	2	2	4	\$42	\$84	2	2	4	\$42	\$84	15,934
Elevator	0.5	2	1	21	21	\$42	\$882	1	15	15	\$42	\$630	1	16	16	\$42	\$672	15,934
Storage Room	0.5	2	1	21	21	\$42	\$882	1	15	15	\$42	\$630	1	16	16	\$42	\$672	15,934
Fitness Center	2	2	4	21	84	\$42	\$3,528	2	4	8	\$42	\$336	2	4	8	\$42	\$336	15,934
Public Bathrooms (near fitness)	0.5	2	1	21	21	\$42	\$882	1	15	15	\$42	\$630	1	16	16	\$42	\$672	15,934
Public Bathrooms (near fitness)	0.5	2	1	21	21	\$42	\$882	1	15	15	\$42	\$630	1	16	16	\$42	\$672	15,934
Stairways	0.75	1	0.75	21	15.75	\$42	\$662	0.75	15	11.25	\$42	\$473	0.75	16	12	\$42	\$504	15,934
Stairways	0.75	1	0.75	21	15.75	\$42	\$662	0.75	15	11.25	\$42	\$473	0.75	16	12	\$42	\$504	15,934
On Call	1	7	7	21	147	\$10	\$1,470	7	15	105	\$10	\$1,050	7	16	112	\$10	\$1,120	3,640
On Call	1	7	7	21	147	\$10	\$1,470	7	15	105	\$10	\$1,050	7	16	112	\$10	\$1,120	3,640
After Hours On Call (daily change)	1	7	7	21	147	\$10	\$1,470	7	15	105	\$10	\$1,050	7	16	112	\$10	\$1,120	3,640

AFP Labor by Season \$ 22,287 \$ 15,760 \$ 18,977 \$ 57,005

Total Annual AFP Labor Estimate \$ 57,005

LETTER TO THE BOARD OF DIRECTORS

To the Board of Directors,

Let me formally introduce myself to the Board Directors of the Aspen Fire District - my name is **Megan Rodman**, and I am the owner of Embers Property Management LLC.

I would like to thank the Board of Directors for taking the time to review my property management proposal, at your meeting on June 14, 2022. Per your request, please let me provide you with further information regarding myself, my experience, and my company.

I am originally from Lake Tahoe, California, where I formerly worked for the Tahoe Donner Association for 4 years as the Executive Assistant to the General Manager, in Truckee, California. The Tahoe Donner Association is the largest HOA in the United States with over 25,000 members and 6,500 properties. The Association amenities included a ski resort, cross county center, marina, golf course, equestrian center, recreation center, and campground. I was a Certified Community Association Manager (CCAM), and dealt with all aspects of Association management from running Board Director Elections, to organizing Board meetings, taking meeting minutes, working with 7 different community committees, dealing with homeowner questions and complaints, reviewing financials, and assisting with Architectural requests. It was through my work at Tahoe Donner for 4 years, that I got my foundation in property management on a very large scale.

I moved to Aspen, Colorado in 2019, and worked as a Human Resources Manager at the Little Nell for a year. After which, I had made enough connections in the Roaring Fork Valley to get back into the property management business. I worked for Aspen Resort Accommodations, which led me to aspire to create my own property management company - **Embers Property Management LLC**. Through Embers Property Management I have been contracted to manage Sopris Village HOA and Aspen Village HOA in the Roaring Fork Valley. Sopris Village is comprised of 130 single family homes, and Aspen Village is comprised of 150 single family homes. For both HOAs I provide all of the property management services listed in my proposal to you, in the areas of fiscal, administrative and building management. I have also networked with numerous other contractors in the area to be able to provide maintenance services, IT services, and legal assistance.

It is my goal to continue to expand my business, and my client portfolio. Thus I was referred by Thom and Drew Barr to reach out to Rick Balentine to submit a bid for property management

services for the Aspen Fire District Employee Housing units at Station 62, Station 63, and Station 64.

After reading both this letter, and my proposal, I hope that you find my qualifications and services offered to be sufficient enough to meet your request for proposal of property management services.

Thank you for your consideration,

Megan Rodman

Embers Property Management LLC, Owner

p: 970.924.0493 | c: 530.574.4178

e: megan@embersllc.com

a: PO Box 1687 Aspen, CO 81612

w: emberspropertymanagement.com

OPT 1 Fire Place
only



EMBERS

Property Management

Property Management Proposal

Prepared for:

Aspen Fire Housing Project
Rick Balentine, Aspen Fire Chief
Aspen Fire Department
North 40 Station
Aspen, CO 81611

Prepared by:

Embers Property Management LLC
Megan Rodman, Owner
e: megan@emberspropertymanagement.com
a: PO Box 1687, Aspen CO 81611
p: 530.574.4178

ABOUT

Embers Property Management LLC is a professional residential management company, servicing homeowner associations, condominiums, townhouses, apartment buildings and privately owned homes in Aspen, CO.

Luxury is in the details, and Embers Property Management offers a variety of services with the sole goal of taking care of your property, so you can own your own time.

Your property management package will be customized specifically to you, to meet the needs of both the Board of Directors, as well as each individual owner. Providing outstanding customer service through sincerity and integrity is our top priority.

PROPERTY MANAGEMENT SERVICES

Embers Property Management LLC provides a range of property management services in the areas of fiscal, administrative and building management.

Fiscal Services

- Collection of all owner dues/rent
- Provide owners/renters with Statements of Account and Invoices
- Payment of building bills
- Monthly reconciliation of bank accounts
- Generate the following accounting reports for distribution to the Board via QuickBooks:
 - Budget Analysis and preparation
 - General Ledger Report
 - AR Aging Summary
 - Profit and Loss Report
 - Balance Sheet
 - Check Register

Administrative Services

- Write lease agreements for renters, handle security deposits, and provide move-in/move-out services
- Administration and enforcement of building governing documents, rules and regulations
- Communicate with the Board and owners/renters promptly regarding all questions, concerns and complaints
- Implement Board directed projects



- Board meeting attendance as requested
- Records and file maintenance and electronic archiving
- Bid specifications and solicitation
- Contract monitoring, and yearly review
- Provide recommendations for insurance, monitor insurance, and act as insurance liaison for building
- Maintenance of building website
- Work with building attorney regarding issues that may arise due to non-payment or non-compliance with governing documents, rules and regulations
- After-hours emergency assistance services *additional charges may apply

Building Management

- Weekly building and grounds inspection
- Work with maintenance staff to identify areas of the building and common area that require improvement or maintenance
- Maintain a maintenance schedule
- Process minor repairs and maintenance requests
- Supervise all capital improvement projects and building or unit remodels and construction
- Follow regular, written inspection requirements
- Parking enforcement
- Monitor security cameras in building *when requested, additional charges may apply

PRICING

Property Management Services	\$1,950.00/ month
Special Projects <i>*When requested</i>	\$65.00/ hour
Emergency Services <i>*Billed per occurrence</i>	\$97.50/ hour

**Pricing is based off of working an average of 30 hours a month at \$65.00/hour.*

CONCLUSION

I thank you for taking the time to read this proposal for property management services at the Aspen Fire Housing Project.



The management agreement is a one-year contract, with a 30-day cancellation policy.

I would be more than happy to discuss with you further this proposal and the services offered, should you wish to fine tune pricing and property manager expectations.

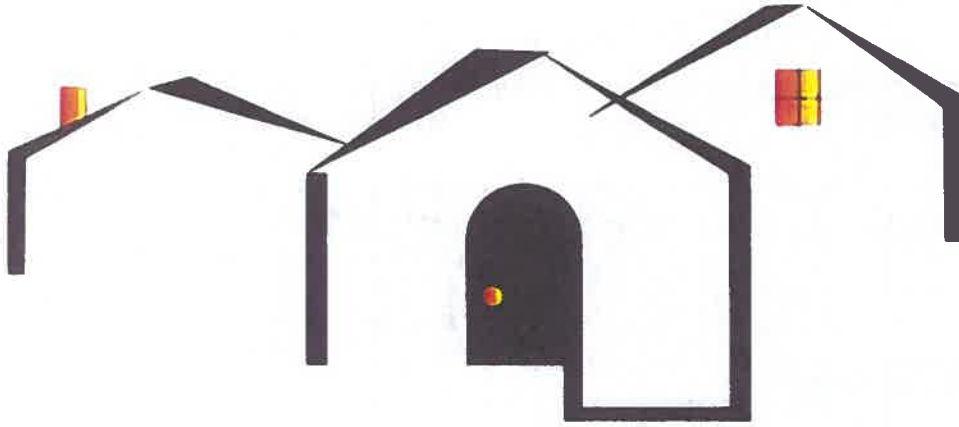
If you have any questions, please feel free to contact me at your convenience either by email at megan@emberspropertymanagement.com or by phone at (530) 574-4178.

Thank you for your consideration,

Megan Rodman

Embers Property Management LLC, Owner

OPT- Fireplace,
st. 62, st. 63, ST 64



EMBERS

Property Management

Property Management Proposal

Prepared for:

Aspen Fire District
Rick Balentine, Aspen Fire Chief
Headquarters - Station 61
420 East Hopkins Ave
Aspen, CO 81611

Prepared by:

Embers Property Management LLC
Megan Rodman, Owner
e: megan@emberspropertymanagement.com
a: PO Box 1687, Aspen CO 81611
p: 530.574.4178
w: emberspropertymanagement.com

ABOUT

Embers Property Management LLC is a professional residential management company, servicing homeowner associations, condominiums, townhouses, apartment buildings and privately owned homes in Aspen, CO.

Luxury is in the details, and Embers Property Management offers a variety of services with the sole goal of taking care of your property, so you can own your own time.

Your property management package will be customized specifically for you, to meet the needs of the Aspen Fire District, as well as its employees. Providing outstanding customer service through sincerity and integrity is our top priority.

PROPERTY MANAGEMENT SERVICES

Embers Property Management LLC provides a range of property management services in the areas of fiscal, administrative and building management.

Fiscal Services

- Collection of all employee rent
- Provide renters with monthly Statements of Account and Invoices
- Payment of building bills
- Monthly reconciliation of bank accounts
- Generate the following accounting reports for distribution to the Aspen Fire Chief via QuickBooks:
 - Budget Analysis and preparation
 - General Ledger Report
 - AR Aging Summary
 - Profit and Loss Report
 - Balance Sheet
 - Check Register

Administrative Services

- Write lease agreements for renters, handle security deposits, and provide move-in/move-out services
- Administration and enforcement of building governing documents, rules and regulations
- Communicate with the Fire Chief and renters promptly regarding all questions, concerns and complaints

- Implement projects directed by the Fire Chief
- Aspen Fire District Board meeting attendance, as requested
- Records and file maintenance and electronic archiving
- Bid specifications and solicitation
- Contract monitoring and yearly review
- Provide recommendations for insurance, monitor insurance, and act as insurance liaison for building
- Maintenance of building website
- Work with building attorney regarding issues that may arise due to non-payment or non-compliance with governing documents, rules and regulations
- After-hours emergency assistance services (**additional charges may apply*)

Building Management

- Weekly building and grounds inspection
- Work with maintenance staff to identify areas of the building and common area that require improvement or maintenance
- Maintain a maintenance schedule
- Process minor repairs and maintenance requests
- Supervise all capital improvement projects and building or unit remodels and construction
- Follow regular, written inspection requirements
- Parking enforcement
- Monitor security cameras in building (**when requested, additional charges may apply*)

PRICING

<p>Property Management Services for:</p> <ul style="list-style-type: none"> • <u>North 40 - Station 62:</u> 1 bedroom apartment and new Fire Place Housing project (3 buildings + townhome) • <u>Woody Creek - Station 63:</u> 2 bedroom apartment • <u>Aspen Village - Station 64:</u> storage lot 	<p>\$2,275/ month</p>
<p>Special Projects <i>*When requested</i></p>	<p>\$65.00/ hour</p>
<p>Emergency Services <i>*Billed per occurrence</i></p>	<p>\$97.50/ hour</p>

**Pricing is based off of working an average of 35 hours a month at \$65.00/hour.*

CONCLUSION

I thank you for taking the time to read this proposal for property management services at the North 40 - Station 62, the Woody Creek - Station 63, and the Aspen Village - Station 64.

The management agreement is a one-year contract, with a 30-day cancellation policy.

I would be more than happy to discuss with you further this proposal and the services offered, should you wish to fine tune pricing and property manager expectations.

If you have any questions, please feel free to contact me at your convenience either by email at megan@emberspropertymanagement.com or by phone at (530) 574-4178.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Megan Rodman".

Embers Property Management LLC, Owner



MANAGEMENT AGREEMENT

BETWEEN

The Aspen Fire District

AND

Embers Property Management LLC

This Agreement is made this insert date day of insert month, 20 insert year by and between the Aspen Fire District through the Aspen Fire Chief (hereinafter called the “**Association**”), relating to Property Management of properties located at 043 Sage Way Road (North 40 – Station 62), 7907 Upper River Road (Wood Creek – Station 63), and 31350 Highway 82 (Aspen Village – Station 64) and Embers Property Management, a Colorado Limited Liability Cooperation (hereinafter called the “**Managing Agent**”).

Whereas, the **Association** desires to have management services performed by the **Managing Agent**, and the **Managing Agent** desires to perform said management services for the **Association** in return for the payment of a fee.

Now Therefore, the parties hereto agree as follows:

1. TERM

1.1 The **Association** hereby designates the **Managing Agent** as independent contractor to perform management services as stated herein for a period of twelve (12) months, from start date through end date (“Termination Date”). **Association** may elect to terminate this Agreement, prior to the Termination Date, with or without cause and without payment of a termination fee upon thirty (30) days' written notice to **Managing Agent**. **Managing Agent** may elect to terminate this Agreement, with or without cause and without payment of a termination fee, prior to the Termination Date upon thirty (30) days' written notice to **Association**. Following the Termination Date unless either party has given written notice of its election to terminate this Agreement, this Agreement shall continue upon the same terms and conditions on an annual basis until this Agreement is otherwise

terminated by either party in accordance with the notice provisions set forth in this paragraph.

2. MANAGING AGENT AS INDEPENDENT CONTRACTOR

2.1 **Managing Agent** shall operate as an independent contractor and shall not be considered as an employee of the **Association** for any purpose. It shall not be entitled to participate in any plans, arrangements or distributions by the **Association** pertaining to or in connection with any benefits for regular employees, including but not limited to Social Security contribution and tax withholding. **Managing Agent** shall provide its own insurance, including but not limited to liability insurance, Workman's Compensation, errors and omissions insurance and fidelity bond insurance, in an amount satisfactory to the **Association**. To be satisfactory to the **Association**, insurance coverage shall be reasonable in light of potential claims from all associations managed by **Managing Agent**. The **Association** shall be named as a co-insured party, and certificates of insurance shall be provided to the **Association**. **Managing Agent** shall use independent discretion in the fulfillment of the terms of this Agreement, but the services performed by **Managing Agent** must meet the quality standards of the **Association**. Independent discretion involves determination by **Managing Agent** of the means and methods of accomplishing the results requested by the **Association**.

3. GENERAL SCOPE OF SERVICES PROVIDED BY MANAGING AGENT

3.1 Without limiting the scope of **Managing Agent's** duties as further specified herein, **Managing Agent** shall assist and cooperate with the **Association** in the operation and management of the Common Elements and **Association**, including administration, communications, finances, property management, establishing policies, and enforcement of governing documents, to the standards established by the **Association**, and shall confer with the Aspen Fire Chief of the **Association** in the performance of its duties. **Managing Agent** shall appoint a trained professional employee to assist in the performance of its duties.

3.2 **Managing Agent** accepts the relationship of trust and confidence established between itself and **Association** by virtue of entering into this Agreement. **Managing Agent** agrees to furnish its best skill and judgment and to cooperate in furthering the interests of the **Association**. **Managing Agent** agrees to furnish efficient business administration and supervision and to perform its responsibilities for the best interests of the **Association**.

3.3 The services provided under this Agreement by the **Managing Agent** may be amended at any time by written agreement between the **Association** and **Managing Agent**. The fee specified herein will be changed as mutually agreed effective the first of the month following agreement on the amended terms and conditions.

3.4 The **Managing Agent** will take direction only from the Aspen Fire Chief, as set out in a proper resolution, or as directed by the Officers of the **Association**, acting within the scope of delegated or apparent authority. The **Association** hereby grants

authority to the **Managing Agent** to perform all services contained herein on behalf of the **Association**. **Managing Agent** shall be under no obligation to follow the directions or to accommodate the **Association's** tenants and shall only be obligated to follow the directions of **Association's** Fire Chief and designated officers. However, **Managing Agent** will consult with the officers of the **Association** when material questions arise relating to a request of an individual tenant.

4. SPECIFIC DUTIES OF MANAGING AGENT

4.1 The **Managing Agent** agrees to perform the specific duties and services listed herein in the name of and on behalf of the **Association**. The **Association** hereby grants the **Managing Agent** the authority and powers required to perform such duties and services.

5. ACCOUNTING SERVICES

5.1 Receipt of Assessments. The **Managing Agent** shall exercise reasonable diligence in an effort to collect all rent and other charges due from Tenants and shall receive or account for receipt of all rent and other charges due to the **Association**. The **Association** agrees that payment of rent may be made directly to the **Association** in care of the management company. The method of payment will be determined by the **Association** and subject to change as dictated by the **Association**.

5.2 Monthly Accounting. The **Managing Agent** will maintain records showing receipts and expenditures of the **Association** and submit to the **Association** on a monthly basis the following reports: operating statement, cash flow analysis, balance sheet, income statement, statements comparing actual income and expenses to budgeted income and expenses, aging and delinquency reports, and check disbursements, together with any other reports reasonably required by the **Association**. All financial reporting shall be in accordance with generally accepted accounting principles. If the **Managing Agent** has maintained accounting records for at least one year, a comparative income statement will be provided. Notwithstanding anything herein to the contrary, for any duty of the **Managing Agent** to provide information to the **Association**, the information presented, the level of detail required, and the format of display shall be determined by the **Association** and is subject to change from time to time.

5.3 Invoice Review and Payment. **Managing Agent** shall disburse from **Association** funds, in a timely manner so as to avoid late charges or penalties, all proper charges and authorized obligations incurred by the **Association** as directed by the Aspen Fire Chief, including without limitation, all amounts due for insurance premiums, taxes, governmental fees, licenses or charges, or other obligations of **Association**, and sums otherwise due and payable as operating expenses, including compensation for employees and independent contractors. The **Managing Agent** will review all invoices for accuracy and ensure completion of contracted services before recommending payment. Completion may be determined by visual inspection, by homeowner's written certification, or by contractor certification as determined by the **Association**.

5.4 **Banking.** **Managing Agent** shall establish and maintain in a federally insured depository such operating accounts and reserve accounts in **Association's** name, and monitor an investment program, as approved by the Aspen Fire Chief. Funds shall not be commingled with funds of any other party and shall be maintained in a manner to indicate the custodial nature thereof for the deposit of the monies of **Association**. Authority to draw thereon for any of the obligations incurred pursuant to this Agreement will require written approval of the Aspen Fire Chief (such as on a Bank Signature Approval card) for signatures by one person of whom shall be officer of the **Association**. The **Managing Agent** shall not be an authorized signer on the **Association's** accounts.

5.5 **Accounts Receivable Follow-up.** The **Managing Agent** will pursue collection of all delinquent accounts on a monthly basis in accordance with policies established by the Aspen Fire District.

5.6 **Lien Notice and Lien Releases.** If directed by the Aspen Fire Chief, the **Managing Agent** shall request the **Association's** attorney to file notices of lien and notices of lien release as necessary in the collection process.

5.7 **Budget Preparation.** At least ninety (90) days prior to the commencement of each fiscal year, **Managing Agent** shall prepare an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year and determine the proposed schedule of monthly assessments proposed for the new fiscal year, including reserves requirements. The budget shall be modified and approved by the Board of Directors prior to implementation and **Managing Agent** shall submit the approved budget to the **Association's** Members in accordance with Section 38-33.3-303(4) of the Colorado Common Interest Ownership Act.

5.8 **Reserve Planning.** The **Managing Agent** shall cooperate with and assist the **Association** and its agents in preparing reserve expenditure plans.

5.9 **Audit/Review/Compilation.** The **Managing Agent** will solicit proposals for audits, reviews or compilation from CPA firms as directed by the Aspen Fire Chief and will cooperate with the accountants as necessary. The cost of such services shall be borne by the **Association**.

5.10 **Tax Return Preparation.** The **Managing Agent** will cause state and federal tax returns for the **Association** to be prepared by a CPA on a timely basis so as not to incur any penalties, late charges or interest.

6. CONTRACT ADMINISTRATION

6.1 **Administration.** Except as otherwise specified in this contract, the **Managing Agent** will administer contracts between the **Association** and contractors for maintenance of the Common Elements to ensure that contracted services are performed in a satisfactory manner. Performance of this service shall include, without limitation, solicitation of bids, summation of bids with recommendations to the Aspen Fire Chief,

processing of all invoices, informing the contractor when there are problems with performance, and inspecting any work when completed to visually ensure that work is completed. All such contracts shall be in writing and shall be approved in advance by the **Association**. No such personnel or independent contractors shall have any ties or relationships with **Managing Agent**, and **Managing Agent** shall not profit therefrom, unless prior disclosure is given in writing to **Association**.

6.2 Bid Specifications. The **Managing Agent** will, at the direction of the **Association**, prepare bid specifications of those items which the **Managing Agent** feels qualified, solicit bids for contracts, review bids, check references of bidders, and make recommendations to the **Association**. If the **Managing Agent** is not qualified in the type of work requiring specifications, at the request of the **Association**, the **Managing Agent** will coordinate specification preparation with engineers or other professionals as required, the cost of such professional to be an expense of the **Association**. The Board of Directors will make all final decisions on contractor selection when bidding is involved.

7. MAINTENANCE AND SERVICE CONTRACT ADMINISTRATION

7.1 Work Orders. The **Managing Agent** will, subject to authority granted by the Aspen Fire Chief, and the limitations of the **Association** budget, assign work orders to contractors for routine maintenance and repairs and contract for services to be provided to the **Association**. The **Managing Agent** will also provide follow-up to ensure that assigned work is satisfactorily completed or reassigned, if necessary. The **Managing Agent** will make reasonable attempts to ensure compliance by any contractor in the performance of their work under any contracts for routine maintenance or services. The **Managing Agent** shall assure that work performed for the **Association** is performed only by those contractors who have provided proof of general liability insurance and workers' compensation insurance prior to commencement of the work.

7.2 Utilities, Equipment and Supplies. The **Managing Agent** shall make contracts in the name of **Association** for water, electricity, gas and other necessary utilities and services, and place orders for such equipment, tools, appliances, materials and supplies as are necessary to maintain **Association**. Such services will be obtained at the expense of the **Association** and are subject to approval from the Aspen Fire Chief.

7.3 Common Elements. **Managing Agent** shall cause the Common Elements to be maintained in a timely and expedient manner in accordance with the standards established by the Aspen Fire Chief including but not limited to, exterior painting and decorating, plumbing, carpentry, snow removal and such other normal landscape, building and Common Elements maintenance and repair work as may requested by **Association** or as may be necessary within the limits of the previously approved budget or any amended budget approved by **Association's** Board of Directors. **Managing Agent** shall take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Common Elements placed thereon by any federal, state, county or municipal authority having jurisdiction thereof, and any orders of the Board of Fire Underwriters or other similar bodies. **Managing Agent**, however, shall not take any action under this

paragraph so long as **Association** is contesting or has affirmed its intention to contest any such order or requirement. **Managing Agent** shall promptly, and in no event later than 72 hours from time of their receipt of such notice, notify **Association** in writing of all such orders, notices or requirements.

7.4 Authority to Authorize Work; Emergencies. Any expenses of less than \$ insert amount, which are consistent with the budget, may be incurred by the **Managing Agent** on behalf of the **Association** without approval of the Aspen Fire Chief except that emergency repairs or services may be authorized by the **Managing Agent** regardless of cost. Emergency repairs or services are those which, if not immediately undertaken, shall result in substantial further costs or losses to **Association** or member property, or which immediately threaten the health or safety of any person. The **Managing Agent** will assign appropriate independent contractors to resolve any emergency situations.

8. INSURANCE SERVICES

8.1 Association's Insurance. The **Managing Agent** will ensure that quotes for insurance coverage are obtained as required by the **Association's** Declaration and as such may be supplemented by the Board of Directors and will obtain such insurance as required by the Declaration and as directed by the Board of Directors. All insurance coverage required shall be placed with such financially sound (such as Best's rated A+ or better) companies as may be acceptable to **Association**. The **Managing Agent** will maintain records of all insurance carried by the **Association**, including maintaining all original insurance policies. The **Managing Agent** will cooperate with the insurance company in investigation and reporting of all accidents and claims for damage and will fill claims on behalf of the **Association**.

9. MEETINGS

9.1 Meeting Notices. The **Managing Agent** will prepare and mail out all notices, ballots, proxies, and the like, for the annual meeting and any special meetings of the **Association**, and for special meetings of the Board of Directors.

9.2 Meeting Attendance. A qualified representative of the **Managing Agent** knowledgeable in the affairs of the **Association** will attend annual meetings of the **Association** and meetings of the Board of Directors, if requested by the Board or the Aspen Fire Chief, to provide information, answer questions, give advice, and obtain instructions in furtherance of **Managing Agent's** duties herein.

10. ADMINISTRATIVE SERVICES

10.1 Membership Relations. **Managing Agent** shall maintain businesslike relations with all **Association** Tenants. All service requests which are the responsibility of **Association** shall, to the extent appropriate, be received and considered by **Managing Agent** and action shall be taken, if appropriate. Complaints shall, after thorough investigation, be reported to the Aspen Fire Chief with appropriate recommendations. **Managing Agent** shall provide to the **Association's** members copies of such rules,

regulations and notices as may be promulgated by **Association** from time to time.

10.2 Administrative Support. The **Managing Agent** will provide clerical and secretarial support as required to accomplish all services required herein.

10.3 Corporate Reports. The **Managing Agent** will prepare for the execution and filing by **Association**, all forms, reports and returns required by law relating to the employment of personnel for unemployment insurance, worker's compensation disability benefits, Social Security and other taxes now in effect or hereafter imposed, and submit corporate report renewals when required by the Colorado Secretary of State.

10.4 Tenant List. The **Managing Agent** will maintain a current and up-to-date Tenant list.

10.5 Invoices. The **Managing Agent** will e-mail invoices to new tenants within thirty (30) days of notification of change in lease agreement and email invoices to all tenants monthly.

10.6 Mail. The **Managing Agent** will collect **Association** mail, open mail, take action if authorized, and distribute other mail as directed. Mail delivery will be at a post office box or address of the **Association's** choice.

10.7 Attorney Liaison. The **Managing Agent** will provide liaison and reports between the **Association** and the **Association's** designated attorney.

10.8 Court Appearances. The **Managing Agent** will attend court regarding delinquency or other matters, if requested by the **Association's** attorney or **Association's** Fire Chief, on behalf of the **Association**.

11. COMMUNICATION WITH BOARD OF DIRECTORS

11.1 Board Packets. At least one week before each regularly scheduled meeting of the Board of Directors, if **Managing Agent** is asked to attend, the **Managing Agent** shall provide information, reports, financial statements, and updates to each of the members of the Board of Directors and the Aspen Fire Chief.

12. INSPECTIONS

12.1 The **Managing Agent** will make physical inspections of the community at least once per week. Physical inspections will include the following: a drive through the community in total with an intent of determining the general condition of the grounds and, from the street, whether there exist architectural, covenant or rule violations; a walk-through of common areas as necessary to inspect problems which have been presented or reported by members; detailed walk-through inspections at least twice per year; walk-through inspections during contracts with an intent of determining status of work and to address any obvious non-compliance; and a walk-through for visual inspection of the completion of any contracted work with the exception of roofing which will be observed

from the ground level.

13. NOTIFICATION TO ALL NEW TENANTS

13.1 The **Managing Agent** will distribute to new **Association** tenants regarding the **Association** and assessments within thirty (30) days of notification by the Aspen Fire District of a change in lease agreement with the **Association**.

14. ARCHITECTURAL CONTROL

14.1 The **Managing Agent** will maintain logs showing receipt and progress leading to approval of design review requests, and ensure they are presented to the Design Review Committee, notify owners of actions taken by the committee, and answer questions regarding architectural control and design review issues.

15. COVENANT/RULE ENFORCEMENT

15.1 The **Managing Agent** will maintain logs showing progress of covenant and rule enforcement issues from discovery through resolution and provide administrative support and inspections during the process. The **Managing Agent** will send notifications to the tenant in accordance with policies adopted by the Aspen Fire District, and will seek advice of the Aspen Fire Chief for any issues not resolved in the early stages. The **Managing Agent** will not be required to trespass on private property or take action that is contrary to law.

17. REGISTERED AGENT

17.1 The **Managing Agent** will be designated as the Registered Agent of the **Association**. The **Managing Agent** will prepare and file all necessary documents with the Secretary of State at the inception of this Agreement. Upon termination of this Agreement, **Managing Agent** will withdraw as registered agent of the **Association**.

18. ASSOCIATION RECORDS

18.1 All records of the **Association** not required by the Board of Directors to be on the **Association's** premises shall be kept at **Managing Agent's** office. All records, except those protected by law, shall be subject to examination and photocopying by the **Association's** tenants in accordance with the provisions of the Colorado Common Interest Ownership Act, the Colorado Revised Nonprofit Corporation Act, and any policies adopted by the Board of Directors. All books, records, programs, and documents prepared, developed, and implemented pursuant to this Agreement shall be the property of **Association**, and shall be turned over to **Association** by **Managing Agent** immediately upon termination of this Agreement.

19. COMPENSATION OF MANAGING AGENT

- 19.1 The **Association** shall compensate the **Managing Agent** as follows:
- a) For the services described in this Agreement, and not otherwise

itemized below, a fee of \$ ~~100.00~~ per month.

- b) If extraordinary repairs are required to be made to the Common Elements, or extensive reconstruction of improvements on the Common Elements require oversight by the **Managing Agent**, or if **Managing Agent** is required to perform services not customarily a part of the services performed by a managing agent, additional compensation in an amount to be agreed upon in writing prior to the commencement of work between the parties shall be paid to **Managing Agent**; provided that prior to performing or arranging any service or activity which would result in such additional compensation, **Managing Agent** shall obtain specific written authority to proceed.
- c) Additional charges:

Special Projects	\$65.00/ hour
Emergency Services	\$97.50/ hour
Photocopies	\$0.35 per page
Envelopes	\$0.25 each
Labels	\$0.25 each

19.2 The fee will be due on the first of each month and will be payable monthly. The **Association** will reimburse the **Managing Agent**, at its cost, for miscellaneous expenses incurred during the month that are not otherwise authorized herein, that are solely for the benefit of the **Association**. A detailed accounting of all expenditures and fees earned will be provided on the **Managing Agent's** invoice.

20. INDEMNIFICATION

20.1 **Association's Indemnification.** The **Association** shall indemnify **Managing Agent**, its directors, officers, agents and employees and hold them harmless from all claims, loss, liability, damage, court costs, attorney's fees, amounts paid in settlement of claims and all other amounts incurred in defense of claims made, including, but not limited to, attorneys fees incurred with attorneys of **Managing Agent's** choice, witness fees and expert witness fees and reports which are actually and reasonably incurred in defending claims relating to the management of the **Association** or the Common Elements and to injuries, death or property damage suffered by any person while on or adjacent to **Association's** Common Elements, if the claims:

- a) Arise out of the conduct of **Managing Agent**, its directors, officers, agents and employees acting under the special instruction or at the specific request of **Association**.
- b) Arise out of the conduct of **Managing Agent**, its directors, officers, agents and employees acting within the scope of **Managing Agent's** duties pursuant to this Agreement.
- c) Arise out of the conduct of **Managing Agent**, its directors, officers, agents and employees which is not negligent or tortious.

20.2. **Managing Agent's Indemnification.** **Managing Agent** shall indemnify **Association**, its directors, officers, agents, members and employees and hold them

harmless from all claims, loss, liability, damage, court costs, attorney's fees, amounts paid in settlement of claims and all other amounts incurred in defense of claims made, including, but not limited to, attorneys fees incurred with attorneys of **Association's** choice, witness fees and expert witness fees and reports which are actually and reasonably incurred relating to **Managing Agent's** performance of this Agreement or management of the **Association** and its Common Elements and to injuries, damages, death or property damage suffered by any person while on or adjacent to **Association's** property, within **Association's** building(s), or on any part of the Common Elements, if the claims, loss, liability or damages arise out of the negligent or intentional acts or omissions or other tortious conduct of **Managing Agent**, its directors, officers, agents and employees or arise out of their negligence, tortious conduct, or failure to discharge properly **Managing Agent's** responsibilities under this Agreement. **Managing Agent's** shall obtain and maintain throughout the duration of this Agreement owned-vehicle insurance, errors and omissions insurance, and a broad form general commercial liability policy, to satisfy the above indemnification requirement, and shall provide a copy of such insurance policy to **Association**. Said general commercial liability policy shall be in an amount of \$2,000,000 aggregate for commercial general liability, provided, however, that **Managing Agent's** liability under this paragraph shall not be limited to its insurance policy coverages.

21. MISCELLANEOUS

21.1 **Binding Obligation.** This Agreement is for the benefit of the parties and constitutes a binding obligation upon the respective parties named hereunder, and their respective administrators, successors, and assigns. Notwithstanding the preceding sentence, **Managing Agent** shall not assign its interest under this Agreement without **Association's** prior written consent, which consent may be withheld in **Association's** sole and absolute discretion. Any such assignment without **Association's** consent shall be void.

21.2 **Applicable Laws.** This Agreement is deemed executed and delivered in the State of Colorado. The laws of the State of Colorado shall govern all questions relating to this Agreement.

21.3 **Association Governing Documents.** The **Managing Agent** will refer to the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the **Association**, as they may be amended, together with any rules, regulations and policies adopted by the **Association** in carrying out its duties and providing services under this agreement and will take no actions that are contrary to such documents.

21.4 **Entire Agreement.** This Agreement is intended as a complete statement of the terms thereof, all negotiations, consideration and representations between the parties having been incorporated herein. All prior agreements or understandings shall be deemed merged herein. No variance or modification of this Agreement shall be valid or enforceable except by supplemental agreement in writing, executed and approved in the same manner of this Agreement.

21.5 **Headings.** All headings and captions used herein are for convenience only

and are of no meaning in the interpretation or effect of this Agreement.

21.6 Waiver. No provisions of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

21.7 Invalidity. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Agreement.

21.8 Attorneys Fees. In the event of any litigation arising out of or for the enforcement of the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees.



The parties have executed this Agreement effective the day and year first stated above in full understanding and agreement to the terms and conditions herein.

MANAGING AGENT: Embers Property Management LLC

Signature: _____

Title: Megan Rodman, Owner

Date: _____

ASSOCIATION: Aspen Fire District

Signature: _____

Title: Aspen Fire Chief

Date: _____