

CRESTED BUTTE FIRE PROTECTION DISTRICT BOARD
OF DIRECTORS REGULAR MEETING

Station 2

751 Gothic Road, Mt. Crested Butte, CO 81225

Tuesday February 13, 2024 5:15 PM

- 5:15 CALL REGULAR MEETING TO ORDER
1. Introduction of Guests
 - a. Todd Goulding – Goulding Development Advisors
 2. Review / Changes to Agenda
- 5:20 CONSENT AGENDA
1. Approval of minutes January 9, 2024 regular meeting
 2. Approval of monthly financial reports
- 5:25 FIRE PREVENTION REPORT
1. 2016 Riverland Resolution
- 5:40 EMS & FIRE CHIEF REPORT
1. Proposal for Rosenbauer Quint-type Aerial Apparatus
- 5:55 CHIEF EXECUTIVE REPORT
1. Policy Updates – Short Term Leave, Travel & Deployment Pay
 2. Bond Arbitrage Rebate Liability Calculation
 3. EHOP Comparison Sheet
 4. Communications Equipment & Dispatch Updates
- 6:10 PUBLIC COMMENT
- 6:15 OLD / UNFINISHED BUSINESS
1. Emergency Services Campus Update – Caffrey / Goulding
 2. Town of Crested Butte Cost Reimbursement Agreement – Caffrey / Goulding
 3. Volunteer & Reserve Program Update - Caffrey
- 6:35 NEW BUSINESS
1. Larkspur Request for Qualifications Draft – Caffrey
- 6:40 UNSCHEDULED BUSINESS AND BOARD MEMBER COMMENTS
- 6:45 EXECUTIVE SESSION (If Needed)
1. Per §24-6-402(4)(f), C.R.S., Personnel matters, to review the annual performance evaluation for Fire Marshal A.F. (Ric) Ems.
- 6:45 ADJOURNMENT

Online Meeting Information

<https://zoom.us/j/9703495333?pwd=ZUINRFBCL253UzlxSGNhQ0laS29TQT09>

One Tap Mobile +16699009128,,9703495333# US (San Jose)

+1 312 626 6799 US (Chicago) - Meeting ID: 970 349 5333

Password: 5333

CRESTED BUTTE FIRE PROTECTION DISTRICT
MINUTES OF REGULAR MEETING
Mt. Crested Butte Fire Station 2
Tuesday, January 9, 2024
Approved _____

Attendance

Board Members Present: Chris McCann, Jack Dietrich, Tina Kempin, Eric Tunkey
Board Members Excused: Ken Lodovico
Staff, Volunteers and Public: Sean Caffrey, Annie Tunkey, Rob Weisbaum, Ric Ems, Randy Felix, C Shift, members of ski patrol and the public
Guests: Todd Goulding- Goulding Development Advisors; Dr. Shay Krier- Medical Director

Changes to Agenda

Meeting called to order at 5:15 pm by Board Chairman Chris McCann.

Recognition

Field childbirth recognition pins and ski rescue and resuscitation recognition awards were presented to staff and public.

Consent Agenda

Approval of minutes December 2023 Regular Meeting
Approval of Monthly Financial Reports
Motion to approve the consent agenda by Dietrich, seconded by Tunkey. Motion passes unanimously.

Fire Prevention Report

Fire Marshal Ems presented his written report. Board member Kempin commended fire prevention for a successful Clark's Market opening.

EMS & Fire Chief Report

Chief Weisbaum presented his written report, which provided a year in review. There were no questions from the board.

Chief Executive Report

CEO Caffrey provided his written report in the packet. In financial reporting Caffrey provided an update on the year-end projections stating he anticipated ending the year ahead by \$200,000. In property updates, Caffrey states the District is in position to be deeded possession of 121 Deer Creek Circle following the title insurance commitment. Caffrey anticipates building a duplex to accommodate employee housing on the lot. Board member Kempin noted that in the special warranty deed there is a typo "121 Deed Creek Circle" and additionally notes that there will need to be amendments to the deed restrictions on the lot. Caffrey agrees and does not anticipate a problem with the deed restrictions; it will likely be a procedural issue.

Public Comments

Randy Felix provided commendations to the Board for approving the 2024 budget with pay raises and the housing stipend.

Old Business

CEO Caffrey presented the 2024 Mill Levy Certification.

Motion to approve Resolution 2024-1-2 to certify the 2024 Mill Levy by Dietrich, seconded by McCann. Motion passes unanimously.

CEO Caffrey provided an update on the emergency service campus. Initial payments to FCI for performance and bond insurance have been made. Both FCI and GCEA have been on site to contemplate the construction start date and temporary power location. Additionally, GCEA is providing insight on electric vehicle charge locations and grant funds available to facilitate infrastructure. Finally, BG has redesigned the public entry and relocated the pillars per board request. Goulding followed up stating BG and TCA are finishing the design drawings with no major changes. The sewer design and letter were received just prior to the board meeting. Goulding anticipates review of both and submission to the Town of Crested Butte in the next week. Finally, Goulding projects a building permit will be issued in mid to late March and hopes to mobilize the site in March/April.

The volunteer and reserve program update will be tabled until the February board meeting when further information is available. McCann requests a cost estimate of the volunteer program (training, gear, etc.) with the next update. Weisbaum suggests costs will need to include 3rd party training for volunteers only.

New Business

CEO Caffrey presented Resolution 2024-1-1 and 2024-1-3 to the board of directors.

Motion to approve Resolution 2024-1-1 stating annual meeting times and posting resolution by McCann, seconded by Tunkey motion passes unanimously.

Resolution for Larkspur Request for Proposals – Motion to approve Resolution 2024-1-3, Larkspur Request for Proposals, to authorize integrated project delivery by Dietrich, seconded by McCann. Motion passes unanimously.

The “RFQ” for Larkspur duplex will be presented in February and there is currently 1.2 million being held in bond budget for this project. Kempin asks if the sale of the proposed duplexes to fund the next phase of development has been finalized. McCann suggests this detail will likely take further discussion. Caffrey agrees stating in employee housing there are currently empty bedrooms in the rental units and Caffrey would like to survey the entire staff to see how many employees would be interested in ownership opportunities.

Unscheduled Business

Fire Marshal Ric Ems mentions that as lots build out in Mt. Crested Butte the board should consider their needs to accommodate and accomplish district goals. Additionally, Ems thanks the board for their work on the CBSAR HQ project.

Motion to adjourn at 6:19 pm by McCann, seconded by Dietrich. Motion passes unanimously.

Crested Butte Fire Protection District

Budget vs. Actuals: CBFPD 2024 Adopted - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
4000 Property Tax - General Fund		5,385,331.00	-5,385,331.00	
4020 Specific Ownership Tax		130,000.00	-130,000.00	
4040 Intergovernmental Revenue		25,000.00	-25,000.00	
4100 Ambulance/ EMS Service Fees	21,389.13	325,000.00	-303,610.87	6.58 %
4200 Plan Review Fees	56,070.00	150,000.00	-93,930.00	37.38 %
4240 Rental Income	18,740.00	124,800.00	-106,060.00	15.02 %
4300 Impact Fees	3,499.11	25,000.00	-21,500.89	14.00 %
4400 Interest Income	0.65	50,000.00	-49,999.35	0.00 %
4500 Grant Proceeds		300,000.00	-300,000.00	
4710 Sale of Assets		2,000.00	-2,000.00	
4720 Vendor Refunds	20.00		20.00	
Unapplied Cash Payment Income	-6,850.00		-6,850.00	
Total Revenue	\$92,868.89	\$6,517,131.00	\$ -6,424,262.11	1.43 %
GROSS PROFIT	\$92,868.89	\$6,517,131.00	\$ -6,424,262.11	1.43 %
Expenditures				
5010 (A) Wages - Administration	14,948.99	200,400.00	-185,451.01	7.46 %
5020 (A) Wages - Fire Prevention	23,948.98	345,740.00	-321,791.02	6.93 %
5030 (A) Part-Time / Temp Salaries		6,900.00	-6,900.00	
5040 (A) Housing Stipend	1,900.00	29,900.00	-28,000.00	6.35 %
5060 (A) Payroll Processing Fees	448.75	6,000.00	-5,551.25	7.48 %
5130 (A) Medicare Tax	531.88	8,019.00	-7,487.12	6.63 %
5140 (A) Social Security Tax	539.63	6,186.00	-5,646.37	8.72 %
5150 (A) FPPA Pension - ER	3,396.62	50,123.00	-46,726.38	6.78 %
5160 (A) FAMLII Premium - ER	165.08	2,489.00	-2,323.92	6.63 %
5200 (A) Health Benefits	13,910.36	96,730.00	-82,819.64	14.38 %
5210 (A) EAP Program Fees	162.00	3,500.00	-3,338.00	4.63 %
5260 (A) Workers Compensation Insurance		45,000.00	-45,000.00	
5270 (A) Ski Pass Benefit		6,000.00	-6,000.00	
5290 (A) Health Reimbursement	16,453.62	131,435.00	-114,981.38	12.52 %
5300 (A) Advertising	137.70	5,000.00	-4,862.30	2.75 %
5320 (A) Accounting and Audit Fees	10.00	8,000.00	-7,990.00	0.13 %
5330 (E) Ambulance Billing Fees	790.72	19,500.00	-18,709.28	4.05 %
5340 (A) Bank Charges	115.44	5,000.00	-4,884.56	2.31 %
5341 QB Credit Card/ACH Fees	1,216.98		1,216.98	
Total 5340 (A) Bank Charges	1,332.42	5,000.00	-3,667.58	26.65 %
5360 (A) Board Expenses	42.78	4,000.00	-3,957.22	1.07 %
5365 (A) Board Stipends	400.00	7,000.00	-6,600.00	5.71 %
5370 (A) Debt Service - Lease Purchase		12,876.00	-12,876.00	
5380 (A) Down Payment Assistance		1,500.00	-1,500.00	
5400 (A) Dues & Subscriptions	80.00	8,000.00	-7,920.00	1.00 %
5420 (A) Education & Training	1,283.51	15,000.00	-13,716.49	8.56 %
5460 (A) Fire Prevention & Life Safety	636.42	15,000.00	-14,363.58	4.24 %

Crested Butte Fire Protection District

Budget vs. Actuals: CBFPD 2024 Adopted - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5500 (A) Insurance - General	35,673.25	45,000.00	-9,326.75	79.27 %
5520 (A) IT Services & Subscriptions	10,328.96	60,000.00	-49,671.04	17.21 %
5540 (A) Legal & Professional	2,370.84	50,000.00	-47,629.16	4.74 %
5550 (A) Meals & Incentives	304.51	26,000.00	-25,695.49	1.17 %
5600 (A) Office Supplies & Equipment	442.44	16,000.00	-15,557.56	2.77 %
5620 (A) Postage & Shipping	171.97	3,000.00	-2,828.03	5.73 %
5640 (A) Rent	3,505.50	112,896.00	-109,390.50	3.11 %
5640.1 410 Cascadilla Unit A	2,500.00		2,500.00	
5640.2 65 Paradise Rd.	8,400.00		8,400.00	
5640.3 105 Ouray Lane Unit A	4,900.00		4,900.00	
Total 5640 (A) Rent	19,305.50	112,896.00	-93,590.50	17.10 %
5660 (A) Repairs - Buildings	1,574.50	40,000.00	-38,425.50	3.94 %
5670 (A) - Repairs - Rental Units		5,000.00	-5,000.00	
5700 (A) Snow Removal	1,417.50	12,000.00	-10,582.50	11.81 %
5720 (A) Telecom - Fixed	432.85	10,000.00	-9,567.15	4.33 %
5760 (A) Travel	3,138.84	22,500.00	-19,361.16	13.95 %
5780 (A) Treasurer's Fee - GF		165,460.00	-165,460.00	
5810 (A) Utilities - Rental Units	951.55	4,000.00	-3,048.45	23.79 %
5820 (A) Utilities	3,563.68	45,000.00	-41,436.32	7.92 %
5850 (A) Volunteer Pension Contribution		75,000.00	-75,000.00	
5900 (A) Miscellaneous-1		2,000.00	-2,000.00	
6010 (O) Wages - Ops FT	131,403.26	1,820,734.00	-1,689,330.74	7.22 %
6020 (O) Wages - Ops PT	15,189.63	170,500.00	-155,310.37	8.91 %
6040 (O) Housing Stipend	4,700.00	68,900.00	-64,200.00	6.82 %
6060 (O) Unscheduled Overtime	3,695.29	88,515.00	-84,819.71	4.17 %
6070 (O) Training Pay		5,000.00	-5,000.00	
6080 (O) Special Event Pay		1,500.00	-1,500.00	
6090 (O) Volunteer Stipends	1,850.00	40,000.00	-38,150.00	4.63 %
6130 (O) Medicare Tax	2,011.22	30,881.00	-28,869.78	6.51 %
6140 (O) Social Security Tax	1,093.65	13,671.00	-12,577.35	8.00 %
6150 (O) FPPA Pension - ER	15,832.26	226,697.00	-210,864.74	6.98 %
6160 (O) FAMLII Premium - ER	624.16	9,584.00	-8,959.84	6.51 %
6200 (O) Health Benefits	45,615.47	355,169.00	-309,553.53	12.84 %
6270 (O) Ski Pass Benefit		50,000.00	-50,000.00	
6360 (O) Dispatch Fees		56,000.00	-56,000.00	
6420 (O) Education & Training	7,891.69	50,000.00	-42,108.31	15.78 %
6440 (E) EMS Supplies	7,185.12	40,000.00	-32,814.88	17.96 %
6450 (F) Firefighting Supplies	1,474.60	25,000.00	-23,525.40	5.90 %
6460 (O) Fuel	3,920.19	45,000.00	-41,079.81	8.71 %
6480 (O) Hazardous Waste Disposal		2,000.00	-2,000.00	
6550 (O) Meals - Training	687.00	16,800.00	-16,113.00	4.09 %
6580 (E) Medical Direction	1,425.00	10,000.00	-8,575.00	14.25 %
6600 (O) Protective Equipment	613.26	50,000.00	-49,386.74	1.23 %

Crested Butte Fire Protection District

Budget vs. Actuals: CBFPD 2024 Adopted - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6620 (O) Radio & Computer Equipment	2,530.18	85,000.00	-82,469.82	2.98 %
6640 (O) Repairs - Equipment		6,000.00	-6,000.00	
6660 (O) Repairs - Vehicles	2,659.92	40,000.00	-37,340.08	6.65 %
6670 (O) Responder Incentives	893.20	10,000.00	-9,106.80	8.93 %
6675 (O) Station Supplies	1,301.62	9,000.00	-7,698.38	14.46 %
6680 (E) Service Contracts		18,000.00	-18,000.00	
6720 (O) Telecom - Mobile	1,191.22	14,000.00	-12,808.78	8.51 %
6730 (O) Tools & Hardware		2,000.00	-2,000.00	
6750 (O) Training Equipment & Supplies		8,000.00	-8,000.00	
6760 (O) Travel	1,639.61	25,000.00	-23,360.39	6.56 %
6800 (O) Uniforms	3,335.99	30,000.00	-26,664.01	11.12 %
6820 (O) Wellness & Physicals		12,000.00	-12,000.00	
6900 (O) Miscellaneous		2,000.00	-2,000.00	
Unapplied Cash Bill Payment Expense	18,634.00		18,634.00	
Total Expenditures	\$438,193.39	\$5,170,105.00	\$ -4,731,911.61	8.48 %
NET OPERATING REVENUE	\$ -345,324.50	\$1,347,026.00	\$ -1,692,350.50	-25.64 %
Other Expenditures				
8010 Capital Expenditures		1,056,000.00	-1,056,000.00	
Total Other Expenditures	\$0.00	\$1,056,000.00	\$ -1,056,000.00	0.00%
NET OTHER REVENUE	\$0.00	\$ -1,056,000.00	\$1,056,000.00	0.00 %
NET REVENUE	\$ -345,324.50	\$291,026.00	\$ -636,350.50	-118.66 %

Crested Butte Fire Protection District

Statement of Financial Position

As of January 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Operating Checking	40,403.43
1010 BOTW Money Market	52,638.77
1100 COLORTRUST - General Fund	2,255,842.15
1120 COLORTRUST - Debt Proceeds	0.00
1130 CSIP Operating	533,984.39
1200 Triplex Lease Purchase	0.00
Total Bank Accounts	\$2,882,868.74
Accounts Receivable	
1210 Accounts Receivable- Rent/Fees	23,317.58
1211 Mill Levy Property Tax Receivable	5,311,715.00
1250 Property Tax Receivable	0.00
2220 Prepaid Rent Revenue	0.00
Total Accounts Receivable	\$5,335,032.58
Other Current Assets	
1000.2 Payroll Posting	0.00
1000.3 Clearing Account	0.00
1150 Due from CBFPD Bond Fund	0.00
1255 Accounts Receivable - AUDIT	0.00
1260 Undeposited Funds	0.00
1300 Prepayments	5,950.00
1310 Security Deposits	5,250.00
Total Other Current Assets	\$11,200.00
Total Current Assets	\$8,229,101.32
Fixed Assets	
1500.1 306 Maroon Ave	
Depreciation	0.00
Original cost	0.00
Total 1500.1 306 Maroon Ave	0.00
1500.2 751 Gothic Road	0.00
Depreciation	0.00
Original cost	0.00
Total 1500.2 751 Gothic Road	0.00
1500.3 331 Teocalli Road	0.00
Depreciation	0.00
Original cost	0.00
Total 1500.3 331 Teocalli Road	0.00

Crested Butte Fire Protection District

Statement of Financial Position

As of January 31, 2024

	TOTAL
1500.4 104 Avion Dr	
Depreciation	0.00
Original cost	0.00
Total 1500.4 104 Avion Dr	0.00
1500.5 819,821 & 823 Teocalli Ave.	0.00
1500.6 10 9th Street	0.00
1500.8 New Station 1 Campus	0.00
1510 Vehicles	0.00
1510.1 2019 Chevrolet Colorado D-1	0.00
1510.2 2019 Chevrolet Colorado D-2	0.00
1520 Capital Equipment	0.00
1520.2 Machinery & Equipment	0.00
Total 1520 Capital Equipment	0.00
1520.1 Machinery & Equipment	0.00
Total Fixed Assets	\$0.00
Other Assets	
1600 Bond Fund Reimbursables	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$8,229,101.32
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LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
1050.1 CBFPD Mastercard	14,306.61
Total Credit Cards	\$14,306.61
Other Current Liabilities	
2005 Accounts Payable- Audit	0.00
2140 Payroll Wages Payable	7,400.06
2150 Payroll Taxes Payable	0.00
2151 Federal Withholding Liability	0.00
2155 FICA / Medicare Payable	0.00
2160 State Withholding Liability	0.00
2170 FPPA Pension Payable	0.00
2180 Garnishment Payable	0.00
2225 Prepaid Rent	6,850.00
2300 Cash Due Vol Pension Fund	0.00
Total Other Current Liabilities	\$14,250.06

Crested Butte Fire Protection District

Statement of Financial Position

As of January 31, 2024

	TOTAL
Total Current Liabilities	\$28,556.67
Long-Term Liabilities	
2210 Deferred Property Tax	5,311,715.00
2500 Rental Unit Security Deposits	3,300.00
2500.1 Triplex Lease - Purchase	0.00
Total Long-Term Liabilities	\$5,315,015.00
Total Liabilities	\$5,343,571.67
Equity	
3000 Opening Balance Equity	0.00
3050 TABOR Reserve	124,000.00
3100 Operating Reserve	1,421,189.00
3150 Restricted for Spann Note Payable	0.00
3200 Major Incident Reserve	100,000.00
3250 Down Payment Assistance Fund	80,000.00
3300 Impact Fee (Capital) Reserve	389,815.38
3310 Mt. CB Impact Fee Reserve	0.00
3320 CB Impact Fee Reserve	0.00
3330 County Impact Fee Reserve	0.00
3350 Committed Subs Years Budget	521,021.00
3400 Unrestricted Reserve	593,044.97
Net Revenue	-343,540.70
Total Equity	\$2,885,529.65
TOTAL LIABILITIES AND EQUITY	\$8,229,101.32

Crested Butte Fire Protection District

Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
01/03/2024	Journal Entry	0568			5130 (A) Medicare Tax	-Split-	0.00	0.00
01/03/2024	Journal Entry	0568			5140 (A) Social Security Tax	-Split-	0.00	0.00
01/03/2024	Journal Entry	0568			5030 (A) Part-Time / Temp Salaries	-Split-	0.00	0.00
01/03/2024	Journal Entry	0568			5010 (A) Wages - Administration	-Split-	0.00	0.00
01/03/2024	Journal Entry	0568			5050 (A) Overtime	-Split-	0.00	0.00
01/03/2024	Journal Entry	0568			5150 (A) FPPA Pension - ER	-Split-	0.00	0.00
01/03/2024	Check	36909	Evan Sandstrom	EMT Class Reimbursement	6420 (O) Education & Training	1000 Operating Checking	1,500.00	1,500.00
01/03/2024	Journal Entry	0568			6150 (O) FPPA Pension - ER	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6140 (O) Social Security Tax	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6130 (O) Medicare Tax	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6080 (O) Special Event Pay	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6070 (O) Training Pay	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6060 (O) Unscheduled Overtime	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6030 (O) On-Call Pay	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6020 (O) Wages - Ops PT	-Split-	0.00	1,500.00
01/03/2024	Journal Entry	0568			6010 (O) Wages - Ops FT	-Split-	0.00	1,500.00
01/08/2024	Check	36912	Chris Carver.	Per Diem CWFIMA	5460 (A) Fire Prevention & Life Safety	1000 Operating Checking	150.00	1,650.00
01/08/2024	Check	36914	Dale Hoots	Per Diem CWFIMA Colorado Springs	5420 (A) Education & Training	1000 Operating Checking	150.00	1,800.00
01/16/2024	Journal Entry	0574		ER AD&D CORRECT	5150 (A) FPPA Pension - ER	-Split-	192.08	1,992.08
01/16/2024	Journal Entry	0574		Employer Social Security Tax	5140 (A) Social Security Tax	-Split-	262.71	2,254.79
01/16/2024	Journal Entry	0574		Employer Medicare Tax	5130 (A) Medicare Tax	-Split-	257.56	2,512.35
01/16/2024	Journal Entry	0574		Housing3	5040 (A) Housing Stipend	-Split-	800.00	3,312.35
01/16/2024	Journal Entry	0574		Housing2	5040 (A) Housing Stipend	-Split-	150.00	3,462.35
01/16/2024	Journal Entry	0574		Fire Prevention	5020 (A) Wages - Fire Prevention	-Split-	11,575.20	15,037.55
01/16/2024	Journal Entry	0574		Regular Earnings	5010 (A) Wages - Administration	-Split-	7,023.00	22,060.55
01/16/2024	Journal Entry	0574		ER PENSION CONT	5150 (A) FPPA Pension - ER	-Split-	1,450.81	23,511.36
01/16/2024	Journal Entry	0574		CO FAML I - ER	5160 (A) FAML I Premium - ER	-Split-	79.94	23,591.30
01/16/2024	Journal Entry	0574		Voluntary Life Contribution	5200 (A) Health Benefits	-Split-	-60.57	23,530.73
01/16/2024	Journal Entry	0574		HOLIDAY	6010 (O) Wages - Ops FT	-Split-	3,552.58	27,083.31
01/16/2024	Journal Entry	0574		Overtime Earnings	6010 (O) Wages - Ops FT	-Split-	5,210.07	32,293.38
01/16/2024	Journal Entry	0574		Regular Earnings	6010 (O) Wages - Ops FT	-Split-	52,884.30	85,177.68
01/16/2024	Journal Entry	0574		SICK	6010 (O) Wages - Ops FT	-Split-	1,255.77	86,433.45
01/16/2024	Journal Entry	0574		HOLIDAY	6020 (O) Wages - Ops PT	-Split-	138.91	86,572.36
01/16/2024	Journal Entry	0574		Regular Earnings	6020 (O) Wages - Ops PT	-Split-	7,837.49	94,409.85
01/16/2024	Journal Entry	0574		Housing1	6040 (O) Housing Stipend	-Split-	300.00	94,709.85
01/16/2024	Journal Entry	0574		Housing2	6040 (O) Housing Stipend	-Split-	450.00	95,159.85
01/16/2024	Journal Entry	0574		Housing3	6040 (O) Housing Stipend	-Split-	1,600.00	96,759.85
01/16/2024	Journal Entry	0574		OVERTIME UNSCH	6060 (O) Unscheduled Overtime	-Split-	2,226.49	98,986.34
01/16/2024	Journal Entry	0574		Employer Medicare Tax	6130 (O) Medicare Tax	-Split-	968.24	99,954.58
01/16/2024	Journal Entry	0574		HOLIDAY	5010 (A) Wages - Administration	-Split-	201.92	100,156.50
01/16/2024	Journal Entry	0574		ER AD&D CORRECT	6150 (O) FPPA Pension - ER	-Split-	1,132.26	101,288.76
01/16/2024	Journal Entry	0574		ER PENSION CONT	6150 (O) FPPA Pension - ER	-Split-	6,449.60	107,738.36
01/16/2024	Journal Entry	0574		CO FAML I - ER	6160 (O) FAML I Premium - ER	-Split-	300.50	108,038.86
01/16/2024	Journal Entry	0574		Employer Social Security Tax	6140 (O) Social Security Tax	-Split-	519.33	108,558.19
01/17/2024	Journal Entry	0575			5010 (A) Wages - Administration	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			5030 (A) Part-Time / Temp Salaries	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			5050 (A) Overtime	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			5130 (A) Medicare Tax	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			5140 (A) Social Security Tax	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			5150 (A) FPPA Pension - ER	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6010 (O) Wages - Ops FT	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6020 (O) Wages - Ops PT	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6030 (O) On-Call Pay	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6060 (O) Unscheduled Overtime	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6070 (O) Training Pay	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6080 (O) Special Event Pay	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6130 (O) Medicare Tax	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6140 (O) Social Security Tax	-Split-	0.00	108,558.19
01/17/2024	Journal Entry	0575			6150 (O) FPPA Pension - ER	-Split-	0.00	108,558.19
01/18/2024	Expenditure		ebay	ebay	5420 (A) Education & Training	1050.1 CBFPD Mastercard	39.05	108,597.24

Crested Butte Fire Protection District

Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
01/30/2024	Journal Entry	0576		ER AD&D CORRECT	6150 (O) FPPA Pension - ER	-Split-	1,233.01	109,830.25
01/30/2024	Journal Entry	0576		Employer Social Security Tax	6140 (O) Social Security Tax	-Split-	459.62	110,289.87
01/30/2024	Journal Entry	0576		Employer Medicare Tax	6130 (O) Medicare Tax	-Split-	1,016.15	111,306.02
01/30/2024	Journal Entry	0576		OVERTIME UNSCH	6060 (O) Unscheduled Overtime	-Split-	1,468.80	112,774.82
01/30/2024	Journal Entry	0576		Housing3	6040 (O) Housing Stipend	-Split-	1,600.00	114,374.82
01/30/2024	Journal Entry	0576		Housing2	6040 (O) Housing Stipend	-Split-	450.00	114,824.82
01/30/2024	Journal Entry	0576		Housing1	6040 (O) Housing Stipend	-Split-	300.00	115,124.82
01/30/2024	Journal Entry	0576		Regular Earnings	6020 (O) Wages - Ops PT	-Split-	6,677.12	121,801.94
01/30/2024	Journal Entry	0576		Overtime Earnings	6020 (O) Wages - Ops PT	-Split-	384.00	122,185.94
01/30/2024	Journal Entry	0576		HOLIDAY	6020 (O) Wages - Ops PT	-Split-	152.11	122,338.05
01/30/2024	Journal Entry	0576		VACATION	6010 (O) Wages - Ops FT	-Split-	3,458.88	125,796.93
01/30/2024	Journal Entry	0576		SICK	6010 (O) Wages - Ops FT	-Split-	1,355.80	127,152.73
01/30/2024	Journal Entry	0576		Regular Earnings	6010 (O) Wages - Ops FT	-Split-	54,051.67	181,204.40
01/30/2024	Journal Entry	0576		Overtime Earnings	6010 (O) Wages - Ops FT	-Split-	5,789.07	186,993.47
01/30/2024	Journal Entry	0576		HOLIDAY	6010 (O) Wages - Ops FT	-Split-	3,845.12	190,838.59
01/30/2024	Journal Entry	0576		Voluntary Life Contribution	5200 (A) Health Benefits	-Split-	-60.57	190,778.02
01/30/2024	Journal Entry	0576		CO FAMILI - ER	5160 (A) FAMILI Premium - ER	-Split-	85.14	190,863.16
01/30/2024	Journal Entry	0576		ER PENSION CONT	5150 (A) FPPA Pension - ER	-Split-	1,548.25	192,411.41
01/30/2024	Journal Entry	0576		ER AD&D CORRECT	5150 (A) FPPA Pension - ER	-Split-	205.48	192,616.89
01/30/2024	Journal Entry	0576		Employer Social Security Tax	5140 (A) Social Security Tax	-Split-	276.92	192,893.81
01/30/2024	Journal Entry	0576		Employer Medicare Tax	5130 (A) Medicare Tax	-Split-	274.32	193,168.13
01/30/2024	Journal Entry	0576		Housing3	5040 (A) Housing Stipend	-Split-	800.00	193,968.13
01/30/2024	Journal Entry	0576		Housing2	5040 (A) Housing Stipend	-Split-	150.00	194,118.13
01/30/2024	Journal Entry	0576		Fire Prevention	5020 (A) Wages - Fire Prevention	-Split-	12,373.78	206,491.91
01/30/2024	Journal Entry	0576		Regular Earnings	5010 (A) Wages - Administration	-Split-	7,500.50	213,992.41
01/30/2024	Journal Entry	0576		HOLIDAY	5010 (A) Wages - Administration	-Split-	223.57	214,215.98
01/30/2024	Journal Entry	0576		CO FAMILI - ER	6160 (O) FAMILI Premium - ER	-Split-	315.33	214,531.31
01/30/2024	Journal Entry	0576		ER PENSION CONT	6150 (O) FPPA Pension - ER	-Split-	7,017.39	221,548.70
01/31/2024	Journal Entry	0577			5030 (A) Part-Time / Temp Salaries	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			5010 (A) Wages - Administration	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			5130 (A) Medicare Tax	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			5140 (A) Social Security Tax	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			5150 (A) FPPA Pension - ER	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6010 (O) Wages - Ops FT	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6020 (O) Wages - Ops PT	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6030 (O) On-Call Pay	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6060 (O) Unscheduled Overtime	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6070 (O) Training Pay	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6080 (O) Special Event Pay	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6130 (O) Medicare Tax	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6140 (O) Social Security Tax	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			6150 (O) FPPA Pension - ER	-Split-	0.00	221,548.70
01/31/2024	Journal Entry	0577			5050 (A) Overtime	-Split-	0.00	221,548.70
TOTAL							\$221,548.70	

Crested Butte Fire Protection District

Expenditures by Vendor Summary

January 2024

	TOTAL
5.11	1,041.49
Active 911	1,080.00
ADP	448.75
ADP Screening & Selection Services	27.81
AeroCare, USA	105.00
Alerus	3,926.32
Alpineer	49.73
Amazon	516.41
Amazon Web Services	9.87
Apex Motorworks	2,639.65
Apple	0.99
Arcadian	11.42
Badge And Wallet	317.00
BearCom	1,170.00
Best Western	351.66
Bit Defender	104.99
Blackjack Garage Door	336.00
BMO	109.44
Bound Tree Medical	3,655.97
CEBT	59,808.97
CenturyLink	213.85
Chopwood Mercantile	1,131.60
Chris McCann	100.00
City of Gunnison	160.72
Clark's Market	42.78
Colorado ALS	142.00
Colorado State Fire Chiefs	150.00
Concur Solutions (christopherson Business Travel)	4.00
Crested Butte Auto Repair	304.00
Crested Butte News	137.70
Cut Rate Batteries	164.50
Eagle Engraving	43.40
East River Sanitation District	84.19
Embassy Suites	117.00
Embroidered Sportswear Company	150.00
EMS Logik	904.91
ESO	2,289.27
Eventbrite	858.70
Expedia	290.92
Fastenal	6.96
FedEx	97.77
Fire Department Training Network	60.00
FireHouse ID	93.52
Firepenny	43.90
FOAMfrat	5,199.60

Crested Butte Fire Protection District

Expenditures by Vendor Summary

January 2024

	TOTAL
Galls	675.90
Gobin's, Inc.	125.12
Gunnison County	150.00
Gunnison County Electric Association	359.41
Gunnison Real Estate & Rentals	2,450.00
Guru Importer	10.00
Henry Schein	134.95
Home Depot	727.00
IFSTA	191.39
International Code Council, Inc	765.00
Jack Dietrich	100.00
Jayson Simons Jones	2,500.00
Joe Wonnacott	150.00
Kenwood	0.00
King of the Mountain Earthworks	1,155.00
Knox Company	218.80
Kristina F Kempin	100.00
Land Title	596.00
Larkspur Community Association	831.82
Life Assist	715.35
Lyft	68.78
Mcgills	63.98
Microsoft	31.74
Mountain West Insurance	35,077.25
Paper Clip	498.72
QuickBooks Payments	1,124.29
Restaurant (Generic)	708.18
Rocky Mountain Frames	346.50
Ryce Asian Bistro	310.00
SatCom Global	115.08
Secret Stash	377.00
Shay Krier MD	475.00
SlingTV	55.00
Spectrum	342.11
Stanford Computer & Technical Services LLC	2,244.47
TechSoup	1,200.00
Town of Crested Butte	1,388.50
Town of Mt. Crested Butte.	2,800.00
UMR	6,936.82
USPS	74.20
Verizon	200.23
Visionary Broadband	159.96
VRBO	770.64
W. Eric Tunkey	100.00
Waste Management	284.65

Crested Butte Fire Protection District

Expenditures by Vendor Summary

January 2024

	TOTAL
Witmer Public Safety Group, Inc.	569.86
WPS USA Corp	40.00
Not Specified	221,548.70
TOTAL	\$378,370.16

Crested Butte Fire Protection District Capital Funds Project

Profit and Loss

January 2024

	TOTAL
Income	
4100.2 Interest Income (Capital)	8,143.31
4100.3 Interest Income (Bond)	0.96
Total Income	\$8,144.27
GROSS PROFIT	\$8,144.27
Expenses	
5000 Cost of Issuance	500.00
5300 Land	208,148.31
5400 Soft Costs	16,451.02
5790.2 Bank Charges (Capital)	19.31
Total Expenses	\$225,118.64
NET OPERATING INCOME	\$ -216,974.37
NET INCOME	\$ -216,974.37

Crested Butte Fire Protection District Capital Funds Project

Expenses by Vendor Summary

January 2024

	TOTAL
BOK Financial	500.00
Panterra Energy, LLC	16,451.02
Virgil & Lee Spann Ranches, Inc	208,148.31
Not Specified	19.31
TOTAL	\$225,118.64

Crested Butte Fire Protection District Capital Funds Project

Balance Sheet

As of January 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Checking	30,854.86
1010 Money Market	40,191.50
1050 CSIP Investment Account - Bond Payment	216,232.19
1051 Colotrust Account- Multi-Year Land Purchase	1,721,234.01
1100 CSIP Investment Account - Proceeds	27,045,488.57
Total Bank Accounts	\$29,054,001.13
Accounts Receivable	
1211 Mill Levy Property Tax Receivable	8.73
Total Accounts Receivable	\$8.73
Other Current Assets	
1260 Capital Accrued Interest- CSIP	42,438.52
1520 Bond Cash with County Treasurer	0.00
2010 Due to CBFPD Operating Account	0.00
Total Other Current Assets	\$42,438.52
Total Current Assets	\$29,096,448.38
TOTAL ASSETS	\$29,096,448.38
LIABILITIES AND EQUITY	
Liabilities	
Long-Term Liabilities	
2210 Deferred Property Tax	8.73
Total Long-Term Liabilities	\$8.73
Total Liabilities	\$8.73
Equity	
3100 Restricted for Debt Service	-2,605,747.00
3150 Restricted Spann Note Payable	2,605,747.00
Retained Earnings	29,313,414.02
Net Income	-216,974.37
Total Equity	\$29,096,439.65
TOTAL LIABILITIES AND EQUITY	\$29,096,448.38

Crested Butte Fire Protection District Capital Funds Project

Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
01/23/2024	Expense		Bank of the West	ACCOUNT ANALYSIS FEE ACCT ANALYSIS SERV CHG	5790.2 Bank Charges (Capital)	1000 Checking	19.31	19.31
TOTAL							\$19.31	



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

Crested Butte Fire Protection District

For the Month Ending
January 31, 2024

Client Management Team

Chris Blackwood

Managing Director
950 17th Street, DN-CO-T8
Denver, CO 80202
720-955-2530
blackwoodc@pfmam.com

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Cover/Disclosures
Summary Statement
Individual Accounts

Accounts included in Statement

2210106001	Crested Butte Fire Protection District
2210106002	Operating Account Fund
2210106003	Bond Payment Fund

Important Messages

CSIP will be closed on 02/19/2024 for Presidents Day.

CRESTED BUTTE FIRE PROTECTION DISTRICT
SEAN CAFFREY
P.O. BOX 1009
CRESTED BUTTE, CO 81224

Online Access www.csipinvest.com

Customer Service 1-855-274-7468



Important Disclosures

Important Disclosures

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Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

Key Terms and Definitions

Dividends on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. **Average maturity** represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE



Consolidated Summary Statement

Account Statement
For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CSIP LGIP	8,937.74	1,409,319.98	5.52 %
CSIP TERM	0.00	26,500,000.00	* N/A
Total	\$8,937.74	\$27,909,319.98	

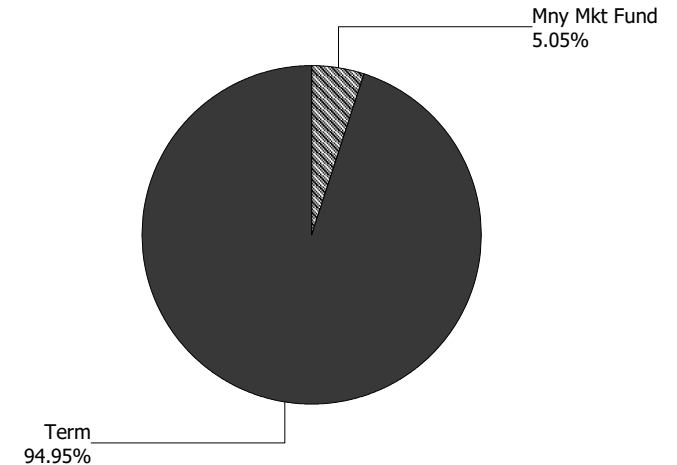
* Not Applicable

Investment Allocation		
Investment Type	Closing Market Value	Percent
Money Market Mutual Fund	1,409,319.98	5.05
Term Investment	26,500,000.00	94.95
Total	\$27,909,319.98	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	5,409,319.98	19.38
31 to 60 days	0.00	0.00
61 to 90 days	2,000,000.00	7.17
91 to 180 days	9,500,000.00	34.04
181 days to 1 year	11,000,000.00	39.41
1 to 2 years	0.00	0.00
2 to 3 years	0.00	0.00
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
Total	\$27,909,319.98	100.00%
Weighted Average Days to Maturity	154	

Sector Allocation





Account Statement

For the Month Ending **January 31, 2024**

Consolidated Summary Statement

Crested Butte Fire Protection District

Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales/ Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income
2210106001	Crested Butte Fire Protection District	27,400,457.33	2,005,430.50	(2,250,291.67)	0.00	0.00	27,155,596.16	5,430.50
2210106002	Operating Account Fund	533,984.39	2,496.36	0.00	0.00	0.00	536,480.75	2,496.36
2210106003	Bond Payment Fund	216,232.19	1,010.88	0.00	0.00	0.00	217,243.07	1,010.88
Total		\$28,150,673.91	\$2,008,937.74	(\$2,250,291.67)	\$0.00	\$0.00	\$27,909,319.98	\$8,937.74



Account Statement - Transaction Summary

For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Crested Butte Fire Protection District - 2210106001

CSIP LGIP	
Opening Market Value	2,900,457.33
Purchases	5,430.50
Redemptions	(2,250,291.67)
Unsettled Trades	0.00
Change in Value	0.00

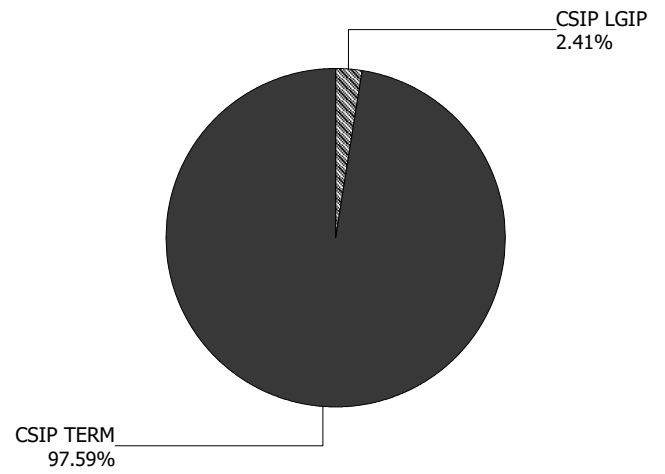
Closing Market Value	\$655,596.16
Cash Dividends and Income	5,430.50

CSIP TERM	
Opening Market Value	24,500,000.00
Purchases	2,000,000.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$26,500,000.00
Cash Dividends and Income	0.00

Asset Summary		
	January 31, 2024	December 31, 2023
CSIP LGIP	655,596.16	2,900,457.33
CSIP TERM	26,500,000.00	24,500,000.00
Total	\$27,155,596.16	\$27,400,457.33

Asset Allocation





Investment Holdings

For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Crested Butte Fire Protection District - 2210106001

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
CSIP TERM							
02/03/23	02/03/23	TERM - Colorado Statewide Investment Pool Term Dec 24	02/01/24	4.9900	2,000,000.00	99,253.15	2,099,253.15
02/13/23	02/13/23	TERM - Colorado Statewide Investment Pool Term Dec 24	02/13/24	5.0400	2,000,000.00	97,486.03	2,100,800.00
04/18/23	04/19/23	TERM - Colorado Statewide Investment Pool Term Dec 24	04/16/24	5.2400	2,000,000.00	82,465.57	2,103,940.98
05/22/23	05/23/23	TERM - Colorado Statewide Investment Pool Term Dec 24	05/20/24	5.2400	2,000,000.00	72,730.05	2,103,940.98
06/15/23	06/16/23	TERM - Colorado Statewide Investment Pool Term Dec 24	06/11/24	5.8200	3,500,000.00	128,008.19	3,700,917.21
01/05/24	01/08/24	TERM - Colorado Statewide Investment Pool Term Dec 24	07/03/24	5.3400	2,000,000.00	7,003.28	2,051,649.18
07/18/23	07/19/23	TERM - Colorado Statewide Investment Pool Term Dec 24	07/17/24	5.8900	2,000,000.00	63,406.01	2,117,156.28
08/24/23	08/25/23	TERM - Colorado Statewide Investment Pool Term Dec 24	08/23/24	5.9000	3,000,000.00	77,377.05	3,176,032.79
09/21/23	09/22/23	TERM - Colorado Statewide Investment Pool Term Dec 24	09/20/24	5.8900	2,000,000.00	42,485.24	2,117,156.28
10/17/23	10/17/23	TERM - Colorado Statewide Investment Pool Term Dec 24	10/16/24	5.8900	2,000,000.00	34,438.80	2,117,478.14
11/08/23	11/09/23	TERM - Colorado Statewide Investment Pool Term Dec 24	11/06/24	5.7900	2,000,000.00	26,577.05	2,114,850.82
12/20/23	12/21/23	TERM - Colorado Statewide Investment Pool Term Dec 24	12/16/24	5.0900	2,000,000.00	11,681.97	2,100,409.29
Total					\$26,500,000.00	\$742,912.39	\$27,903,585.10



Account Statement

For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Crested Butte Fire Protection District - 2210106001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CSIP LGIP					
Opening Balance					2,900,457.33
01/08/24	01/08/24	Redemption - ACH Redemption	1.00	(250,000.00)	2,650,457.33
01/08/24	01/08/24	Redemption - TERM Investment	1.00	(2,000,000.00)	650,457.33
01/24/24	01/24/24	U.S. Bank Fees November 2023	1.00	(291.67)	650,165.66
01/31/24	02/01/24	Accrual Income Div Reinvestment - Distributions	1.00	5,430.50	655,596.16
Closing Balance					655,596.16

	Month of January	Fiscal YTD January-January		
Opening Balance	2,900,457.33	2,900,457.33	Closing Balance	655,596.16
Purchases	5,430.50	5,430.50	Average Monthly Balance	1,158,621.75
Redemptions (Excl. Checks)	(2,250,291.67)	(2,250,291.67)	Monthly Distribution Yield	5.52%
Check Disbursements	0.00	0.00		
Closing Balance	655,596.16	655,596.16		
Cash Dividends and Income	5,430.50	5,430.50		

Trade Date	Settlement Date	Transaction Description	Maturity Date	Stated Yield	Dollar Amount of Transaction
CSIP TERM					
01/05/24	01/08/24	Purchase - TERM Investment	07/03/24	5.3400	2,000,000.00



Account Statement - Transaction Summary

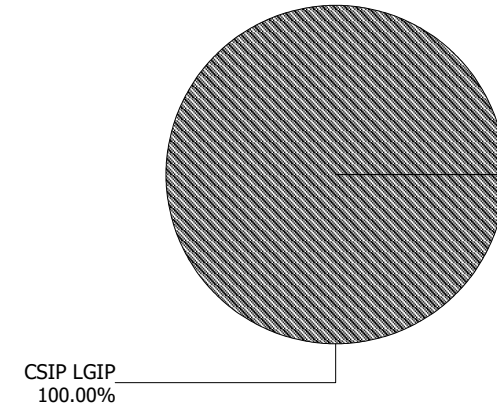
For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Operating Account Fund - 2210106002

CSIP LGIP	
Opening Market Value	533,984.39
Purchases	2,496.36
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$536,480.75
Cash Dividends and Income	2,496.36

Asset Summary		
	January 31, 2024	December 31, 2023
CSIP LGIP	536,480.75	533,984.39
Total	\$536,480.75	\$533,984.39

Asset Allocation	
CSIP LGIP	100.00%





Account Statement

For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Operating Account Fund - 2210106002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CSIP LGIP					
Opening Balance					533,984.39
01/31/24	02/01/24	Accrual Income Div Reinvestment - Distributions	1.00	2,496.36	536,480.75

Closing Balance **536,480.75**

	Month of January	Fiscal YTD January-January		
Opening Balance	533,984.39	533,984.39	Closing Balance	536,480.75
Purchases	2,496.36	2,496.36	Average Monthly Balance	534,064.92
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	5.52%
Check Disbursements	0.00	0.00		
Closing Balance	536,480.75	536,480.75		
Cash Dividends and Income	2,496.36	2,496.36		



Account Statement - Transaction Summary

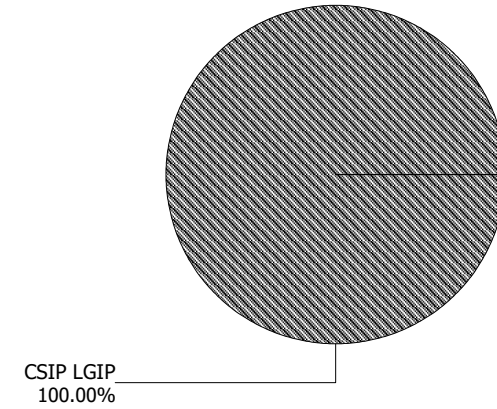
For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Bond Payment Fund - 2210106003

CSIP LGIP	
Opening Market Value	216,232.19
Purchases	1,010.88
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$217,243.07
Cash Dividends and Income	1,010.88

Asset Summary		
	January 31, 2024	December 31, 2023
CSIP LGIP	217,243.07	216,232.19
Total	\$217,243.07	\$216,232.19

Asset Allocation	
CSIP LGIP	100.00%





Account Statement

For the Month Ending **January 31, 2024**

Crested Butte Fire Protection District - Bond Payment Fund - 2210106003

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CSIP LGIP					
Opening Balance					216,232.19
01/31/24	02/01/24	Accrual Income Div Reinvestment - Distributions	1.00	1,010.88	217,243.07
Closing Balance					217,243.07

	Month of January	Fiscal YTD January-January		
Opening Balance	216,232.19	216,232.19	Closing Balance	217,243.07
Purchases	1,010.88	1,010.88	Average Monthly Balance	216,264.80
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	5.52%
Check Disbursements	0.00	0.00		
Closing Balance	217,243.07	217,243.07		
Cash Dividends and Income	1,010.88	1,010.88		

CBFPD NEW STATION	IGMP Budget 10/23/23	Budget Revisions	Current Budget	Commitments	Previously Billed to date	Draw No 32 January 2024	Cost to Date	Percent Complete	Cost to Complete	NOTES
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SOFT COSTS

12	Water/Sewer Fees	\$250,000	\$250,000		\$0		\$0	0%	\$250,000	Sewer Tap, Legal Water, FCI carries water	
13	Gas Fees	\$50,000	\$50,000		\$0		\$0	0%	\$50,000	Atmos (pipe, boring, trench/backfill)	
14	Electric Fees	\$150,000	\$150,000		\$0		\$0	0%	\$150,000	new 3-phase, 1-phase loop	
15	Comcast/CenturyLink Connection Fees	\$15,000	\$15,000		\$0		\$0	0%	\$15,000	Visionary/Spectrum	
16	ROW & CDOT fees	\$20,000	\$20,000		\$0		\$0	0%	\$20,000	CDOT	
17	Bldg Permits & Fire Impact Fee	\$200,000	\$200,000		\$3,788		\$3,788	2%	\$196,212	County	
18	Traffic Study	\$13,000	\$13,000		\$12,920		\$12,920	99%	\$80	McDowell Eng	
19	Soils/Geotechnical/Geothermal	\$40,000	\$40,000		\$36,989	\$30.60	\$37,019	93%	\$2,981	Cesare/Panterra	
20	Surveying	\$5,000	\$5,000		\$0		\$0	0%	\$5,000	JVA	
21	Planning/Entitlements	\$85,000	\$85,000		\$83,461		\$83,461	98%	\$1,539	BG/TCA	
22	Design (Arch, Struct, MEP)	\$1,600,000	\$1,600,000		\$1,065,418	\$216,874.00	\$1,282,292	80%	\$317,708	BG/TCA	
22a	Modular Study	\$0	\$0		\$0		\$0	#DIV/0!	\$0	N/A	
23	Civil Engineering	\$0	\$0		\$0		\$0	0%	\$0	JVA	
24	Wetlands Consultant	\$15,000	\$15,000		\$1,680		\$1,680	11%	\$13,320	Bio-Environs	
25	3rd Party Insp/Material Testing	\$100,000	\$100,000		\$0		\$0	0%	\$100,000	Cesare	
26	Commissioning	\$50,000	\$50,000		\$0		\$0	0%	\$50,000	Typ testing, blower door	
27	Monument Signage	\$0	\$0		\$0		\$0	0%	\$0	By FCI	
28	IT/Low Voltage	\$400,000	\$400,000		\$0		\$0	0%	\$400,000	Alerting, Access, control, cameras, cabling, etc	
29	CMGC	\$20,000	\$20,000		\$20,000		\$20,000	100%	\$0	FCI	
30	Project Mgmt	\$300,000	\$300,000		\$84,392	\$2,392.50	\$86,785	29%	\$213,215	GDA	
31	Condo Map	\$25,000	\$25,000		\$0		\$0	0%	\$25,000		
32	Legal Costs	\$20,000	\$20,000		\$3,327		\$3,327	17%	\$16,673		
33	Financing Costs	\$0	\$0		\$0		\$0	0%	\$0	net of bond proceeds	
34	Insurance/PP Bond	\$50,000	\$50,000		\$0		\$0	0%	\$50,000	1.20%	
35	Reimburseables	\$92,900	\$92,900		\$4,511	\$506.92	\$5,018	5%	\$87,882	4%	
36	Soft Cost Contingency	\$390,732	\$390,732		\$0		\$0	0%	\$390,732	8%	
Subtotal Soft Costs		\$3,891,632	\$0	\$3,891,632	\$0	\$1,316,486	\$219,804.02	\$1,536,290	39%	\$2,355,342	

HARD COSTS

37	Hard Construction Fire/EMS	\$17,251,755	\$17,251,755		\$191,494		\$191,494	1%	\$17,060,261	10/23/23 FCI IGMP Estimate	
38	Hard Construction SAR	\$3,634,536	\$3,634,536		\$28,573		\$28,573	1%	\$3,605,963	10/23/23 FCI IGMP Estimate	
	Temp Construction Utilities	\$45,000	\$45,000		\$0		\$0	0%	\$45,000	Elec/Water (temp gas by FCI)	
39	SAR Climbing Wall	\$0	\$0		\$0		\$0	0%	\$0	Not Included	
40	Sitework	\$2,918,423	\$2,918,423		\$0		\$0	0%	\$2,918,423	10/23/23 FCI IGMP Estimate	
41	Housing	\$1,200,000	\$1,200,000		\$0		\$0	0%	\$1,200,000	Placeholder	
42	Fitness Equipment	\$75,000	\$75,000		\$0		\$0	0%	\$75,000	By Owner	
43	Electrical Car Charging Stations	\$25,000	\$25,000		\$0		\$0	0%	\$25,000	Placeholder	
44	FF&E	\$300,000	\$300,000		\$0		\$0	0%	\$300,000	TBD	
45	Window Coverings	\$35,000	\$35,000		\$0		\$0	0%	\$35,000	By Owner	
46	OSE	\$125,000	\$125,000		\$0		\$0	0%	\$125,000	Operating Supplies & Equipment	
47	Hard Contingency	\$2,304,874	\$2,304,874		\$0		\$0	0%	\$2,304,874	9.00%	
Subtotal Hard Costs		\$27,914,588	\$0	\$27,914,588	\$0	\$220,067	\$0.00	\$220,067	1%	\$27,694,521	
Total Soft & Hard Costs		\$31,806,220	\$0	\$31,806,220	\$0	\$1,536,553	\$219,804.02	\$1,756,357	6%	\$30,049,863	Does not include Spann Land Costs



CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE
P.O. BOX 1009
CRESTED BUTTE, CO 81224
(970) 349-5333 FAX: (970) 349-3420
WEBSITE: WWW.CBFPD.ORG

February 7, 2024

CBFPD Board of Directors (BOD)

RE: Fire Prevention Division work summary for January 2024

Dear Board of Directors,

The list below are some of the larger projects in the plan development and review stages:

Major Projects: (planning, fire requirements & pre application meetings) ON GOING

Mount Crested Butte

- Prospect II-on going
- North Village-on going
- Redesigned Homestead Housing
- CB Ridge (old Nevada Ridge)
- Bear Crossing

Crested Butte

- Academy Place Multifamily
- Mineral Point
- New Town WWTP
- Fire Campus
- 48 affordable housing
- Bruhaus
- CBCS-new addition
- 21 Elk

County

- County Whetstone Housing (256 units)
- New subdivision at Cement Creek & Hwy, 135 (75 homes)
- changing commercial district in CBS to One-Way traffic
- Solar Farm on Hwy 135

Approved Plan Reviews/Letters: completed in January- **(31total)** Several of these letters are going out to HOA's regarding our new signage program

Mount Crested Butte:

- Anthracite Dr.
- Prospect

Crested Butte:

- 9th St.
- Whiterock Ave.
- Red Lady x2
- Butte Ave. x2

County:

- Coal Camp
- Hidden Mine
- Moon Ridge
- Cascadilla
- Butte Pasture
- Pristine Point
- Bifano Road
- Silver Sage Dr.
- CB Meadows
- Saddle Ridge
- Hidden River
- Meridian Lake Park
- Meridian Lake Meadows
- Red Mtn. Ranch
- Vista Court
-
- Riverland Industrial
- Hidden Mine
- Trapper's
- Pyramid Drive
- McCormick Ranch Rd.
- Saddle Ridge x2
- Hwy 135 (Lacy)

Inspections & Meetings: 53

Mount Crested Butte:

13

Crested Butte:

24

County:

16

Company Level Annual Life Safety Inspections: 0 performed in the month of January

Fire Prevention Division summary:

1. We have been having a lot of "pre-application" meetings regarding large projects and subdivisions.
2. We continue to work with First Due in order to continue our education on the full use of their software. Operations has started to utilize First Due for equipment and apparatus check lists.
3. The Fire Prevention Division attended the Community Wildfire Mitigation Best Practices trainings in Colorado Springs.

4. We are attending on-going meetings with the Town of Mount Crested Butte in regards to ICC code updates and to streamline the submittal process.
5. We have been having meetings, for months, with the architects/engineers on the Whetstone Affordable Project. (256 units) Progress on this project has been slow and no approvals as of this report.

Updates & Enforcement issues:

1. The Big Al's addition's fire underground issues still exist. Plans have been submitted to the State for Review. It has been approximately 2 ½ years since the Town of Crested Butte issued them a building permit.
2. The fire underground issues at 502 Whiterock Avenue still remain. The State has not signed off as of this report.
3. Discuss the Gunnison County Resolution #2016-1, in regards to CBFPD losing our right to be the Authority Having Jurisdiction. The Resolution removed our ability to enforce all code requirements concerning Water Supply within the boundaries of Riverland Industrial Park
4. Our new signage program is not being well received by surrounding HOA". The main factor being that they most likely will have to change their covenants. We have requested HOA meeting to help ensure the new signage program is successful.

Action request to the Board of Directors:

-none as of this packet submittal



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2016- 1

A RESOLUTION AMENDING RESOLUTION NO: 08-47, A RESOLUTION ADOPTING THE 2003 INTERNATIONAL FIRE CODE WITH AMENDMENTS THERETO AND THE CRESTED BUTTE FIRE PROTECTION DISTRICT'S "GUIDELINES, STANDARDS AND FEES FOR THE REVIEW OF FIRE PROTECTION IN PROPOSED INCLUSIONS TO THE CRESTED BUTTE FIRE PROTECTION DISTRICT, AND NEW SUBDIVISIONS, P.U.D.S OR ANY OTHER BUILDABLE PARCEL OF LAND WITHIN THE CRESTED BUTTE FIRE PROTECTION DISTRICT" AND AMENDMENTS THERETO, WITHIN THE CRESTED BUTTE FIRE PROTECTION DISTRICT

WHEREAS, on November 11, 2008, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") by virtue of Resolution No: 08-47 and pursuant to C.R.S. §32-1-1002(1)(d), authorized the Crested Butte Fire Protection District ("District") to adopt and enforce the "2003 International Fire Code" with amendments and additions thereto, within that portion of unincorporated Gunnison County that is within the District; and

WHEREAS, the Board was informed of a concern that there potentially may not be an adequate water supply for fire suppression within Riverland Industrial Park Filings 1 and 2; and

WHEREAS, Riverland Industrial Park, Filing 1 is identified on the plat titled "Plat of Riverland – An Industrial Park, Filing 1" recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 14, 1982, bearing Reception No: 369534 and Riverland Industrial Park, Filing 2 is identified on the plat titled "Plat of Riverland – An Industrial Park, Filing 2" recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 24, 1996, bearing Reception No: 467881 (collectively "Riverland Industrial Park"); and

WHEREAS, fully exploring and inclusively addressing the concern of whether an adequate water supply for fire suppression exists within the Riverland Industrial Park is a matter of public health, safety and welfare; and

WHEREAS, the Board retained Deborah Shaner, P.E., Shaner Life Safety, a qualified and professional fire protection engineer, to evaluate the water supply and develop recommendations for fire safety and suppression within Riverland Industrial Park; and

WHEREAS, Deborah Shaner, P.E., Shaner Life Safety, provided a report to the Board titled: "Riverland Industrial Park Life Safety/Fire Protection Report", dated February 14, 2014 ("Shaner Report") attached hereto and incorporated herein by reference as Exhibit



"A", which found that the water supply for Riverland Industrial Park did not meet the standards set forth in the 2003 International Fire Code; and

WHEREAS, the Shaner Report then provided recommendations for improving fire safety and suppression by making site improvements for a minimum water supply storage and distribution as recommended by, and which satisfies, the National Fire Protection Association ("NFPA") Standard 1142, *Standard on Water Supplies for Suburban and Rural Fire Fighting* ("Site Improvements"); and

WHEREAS, the Riverland Industrial Park Homeowners' Association fully constructed those Site Improvements identified by the Shaner Report; and

WHEREAS, on October 21, 2015, Shaner Life Safety independently inspected those Site Improvements and formally concluded and advised Gunnison County that those improvements were installed not only according to the specifications identified in the Shaner Report but exceeded those specifications. See: Shaner Life Safety Riverland Water Supply Test Report, dated October 26, 2015, attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, alternative design methods have been used to develop and implement a private and adequate water supply for Riverland Industrial Park. This water supply has been installed, tested and accepted. Riverland has designated the proper water operator required by the state. This water supply is acceptable and meets the intent of NFPA 1142, and therefore, the alternative design approaches referenced in both the 2003 *International Fire Code* ("IFC") and the District standards. The Board finds that the concern for an adequate water supply for fire safety and suppression for Riverland Industrial Park has now been sufficiently addressed; and

WHEREAS, the Board finds, that, based on the installed Site Improvements, tested and accepted by Deborah Shaner, Shaner Life Safety, that Riverland Industrial Park can be safely exempt from certain portions of the IFC and amendments thereto which were authorized and identified in Resolution 08-47 as set forth in Exhibit "C" attached hereto and incorporated herein by reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that, given the Site Improvements within Riverland Industrial Park as recommended and approved by Shaner Life Safety, the Board withdraws its authorization, made in Resolution 08-47, for the Crested Butte Fire Protection District's right to adopt and enforce in Riverland Industrial Park certain sections of the 2003 *International Fire Code* with amendments and additions thereto, and hereby authorizes, within Riverland Industrial Park, the exemptions to the IFC and amendments thereto as identified in Exhibit "C" attached hereto and incorporated herein by reference.



FURTHERMORE, the authority of the District to adopt and enforce all other provisions of Resolution No: 08-47 shall be and hereby are ratified.

IN ADDITION THERETO, the Board shall and hereby does further require that:

1. Any and all future development within Riverland Industrial Park shall adhere to this Resolution, the *2003 International Fire Code*, as amended and authorized in this Resolution, and the fire safety and suppression recommendations identified in the Shaner Life Safety report titled: "Riverland Industrial Park Life Safety/Fire Protection Report", dated February 14, 2014 attached hereto as Exhibit "A" to the satisfaction of Gunnison County, Colorado; and
2. Review and inspection comments requested from Gunnison County Community Development Department of the Crested Butte Fire Protection District on any and all future development within Riverland Industrial Park shall be due within 30 days after said request is made or shall deemed a waiver of authorization from the Crested Butte Fire Protection District; and
3. Failure of compliance with this Resolution, the *2003 International Fire Code*, as amended and authorized in this Resolution, and the fire safety and suppression recommendations identified in the Shaner Life Safety report titled: "Riverland Industrial Park Life Safety/Fire Protection Report", dated February 14, 2014, may be considered to be a public nuisance.

INTRODUCED by Commissioner Chamberland, seconded by Commissioner Hornick, and adopted this ___ day of January, 2016.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By Paul Swenson, Chairperson

By Phil Chamberland, Vice Chairperson

By [Signature], Commissioner

ATTEST:

[Signature]
Deputy County Clerk



EXHIBIT "C"

International Fire Code [2003]

1. Chapter 5 – Fire Services Features:

A. Section 508 Fire Protection Water Supplies:

1. **Section 508.1 Required water supply** is deleted in its entirety for the Riverland Industrial Park.

2. **Section 508.2 Type of water supply** the words "capable of providing the required fire flow." are deleted in their entirety for the Riverland Industrial Park.

3. **Section 508.2.1 Private fire service mains** the words "in accordance with NFPA 22." are deleted in their entirety for the Riverland Industrial Park.

4. **Section 508.3 Fire flow** is deleted in its entirety for the Riverland Industrial Park.

5. **Section 508.4 Water supply test** the words "prior to final approval of the water supply system" are deleted in their entirety for the Riverland Industrial Park.

6. Section 508.5 Fire hydrant systems:

1) **Section 508.5.1 Where required** is deleted in its entirety for the Riverland Industrial Park.

2. Chapter 14 Fire Safety during Construction:

A. Section 1412 Water Supply For Fire Protection:

1. **Section 1412.1 When required** is deleted in its entirety for the Riverland Industrial Park.

3. Appendix A: Amendment to 2003 International Fire Code Chapter 7 Fire-Resistance-Rated Construction:

A. Section 508 Fire Protection Water Supplies:



1. **Section 508.1.1: Inadequate Water Supply** is deleted in its entirety for the Riverland Industrial Park.

4. Appendix B Fire-Flow Requirements for Buildings:

A. Section B103 Modifications:

1. B103 Modifications:

a) **Section B103.1.1: Inadequate Water Supply** is deleted in its entirety for the Riverland Industrial Park.

2. **Section B103.2 Increases** is deleted in its entirety for the Riverland Industrial Park.

B. Section B105 Fire-Flow Requirements for Buildings is deleted in its entirety for the Riverland Industrial Park.

5. Appendix B: Amendment to 2003 International Fire Code Appendix B Fire-Flow Requirements for Buildings Section B103 Modifications:

A. B103.4 Buildings without minimum fire-flow requirements is deleted in its entirety for the Riverland Industrial Park.

B. B103.4.1 New Buildings is deleted in its entirety for the Riverland Industrial Park.

C. B103.4.2 Existing Buildings is deleted in its entirety for the Riverland Industrial Park.

D. B103.4.3 Change of Occupancy is deleted in its entirety for the Riverland Industrial Park.

6. Appendix C: Guidelines, Standards And Fees For The Review Of Fire Protection In Proposed Inclusions To The Crested Butte Fire Protection District, And New Subdivisions, P.U.D.s Or Any Other Buildable Parcel of Land Within The Crested Butte Fire Protection District:

A. Section 3 Water Supply Requirements: Section 301: Central Water Supply is deleted in its entirety for the Riverland Industrial Park.

B. Section 3 Water Supply Requirements: Section 302: Hydrants:

1. **Section A** is deleted in its entirety for the Riverland Industrial Park.

2. **Section B** is deleted in its entirety for the Riverland Industrial Park.



C. Section 3 Water Supply Requirements: Section 303: Alternate Water Sources is deleted in its entirety for the Riverland Industrial Park.

D. Section 4 Fire Suppression Systems Requirements: Section 402: Water Supply Deficiencies is deleted in its entirety for the Riverland Industrial Park.

7. Appendix E: Proposed language for Automatic Fire Sprinkler System requirements in CBFPD Guidelines & Standards:

A. Section 402: Water Supply Deficiencies: Section 402 B: New Projects other than New Subdivisions and PUD's:

1. [new section] Section 402 B New Projects other than new subdivisions and PUD's is deleted in its entirety for the Riverland Industrial Park.





TO: Gunnison County Board of County Commissioners
FROM: Russell Forrest, Community Development Director
DATE: January 5, 2016
SUBJECT: International Fire Code and Amendments for the Crested Butte Fire Prevention District as applied to the Riverland Industrial Park

On December 8, 2015 the BOCC directed staff to draft a resolution which would withdraw authorization of specific sections of the 2003 International Fire Code and its amendments which would be applied to Riverland Industrial Park so as to address the long standing issues in this industrial park related to fire suppression. Attachment A includes a Resolution to implement that direction. This Resolution was completed in cooperation with the County Attorney's office and Deborah Shaner, a professional fire protection engineer. If approved, the effect of this Resolution would be to withdraw authorization of specific sections of the 2003 International Fire Code and its amendments which would eliminate the authority of the Crested Butte Fire Protection District from regulating adequate water supply and fire flows in Riverland Industrial Park.

As mentioned in December, Riverland Industrial Park has completed the implementation of fire protection improvements recommended in the Shaner report which includes: 5 new Fire Hydrants, new water storage (70,000 gallons), and an improved delivery system to provide over 500 gallons per minute. Deborah Shaner from Shaner Life Safety (a professional fire protection engineer), inspected the improvements on October 26, 2015 and she concluded in Attachment A that "the water supply at Riverland meets or exceeds the design criteria outlined in my February 20145 report." The Crested Butte Fire Prevention District participated in the inspection conducted by Ms. Shaner and they did not express any operational concerns related to how the system was constructed.

At this time, staff would recommend approval of the resolution in Attachment A. This would allow building permits to be reviewed by the County without other additional improvement to Riverlands Industrial Park's water infrastructure. It should be noted that sprinkling of buildings in Riverland may still be required under the fire and building codes if certain hazardous uses are proposed by property owners.

2024 Leaders Intent

To the dedicated men and women of the CBFPD,

As we stand together, I want to articulate a clear and inspiring vision for our journey. Our mission extends far beyond the action of fire and EMS; it encompasses the safeguarding of lives, communities, and the well-being of our own fire and EMS team. In pursuit of this mission, I outline three pillars that will guide our efforts: Health and Wellness, Training, and Customer Service.

1. Health and Wellness:

Our greatest strength lies in the health and well-being of each firefighter/EMS provider. We must prioritize physical and mental health, recognizing that a resilient team is a capable team. It is my commitment to provide the resources, support, and programs necessary to ensure that every member of our fire service family feels valued, cared for, and equipped to handle the challenges that come our way.

This includes investing in comprehensive wellness programs, mental health resources, and initiatives that foster a culture of camaraderie. Regular health screening, fitness programs, and access to counseling services have been integrated into our organizational fabric, ensuring that we not only respond to emergencies effectively but also nurture the long-term well-being of our personnel.

2. Training:

In the dynamic landscape of emergency services, continuous learning is not a luxury but a necessity. Our commitment to excellence demands that we embrace a culture of continuous improvement.

Training is not just about acquiring skills; it is about fostering a mindset of adaptability and innovation. We will empower each emergency responder to be a lifelong learner, constantly evolving to meet the demands of an ever-changing environment. Through regular drills, workshops, and collaboration with experts, we will stay at the forefront of paramedicine and firefighting strategy and tactics.

3. Customer Service:

Our community depends on us during their most vulnerable moments. To serve them effectively, we must prioritize customer service as a core value. This involves not only responding promptly to emergencies but also enforcing life safety codes fairly and engaging with the community proactively. We will foster relationships built on trust, transparency, and empathy.

Community outreach programs, educational initiatives, and open communication channels will be established to ensure that we understand and address the unique needs of the neighborhoods we serve. By exceeding expectations in customer service, we not only fulfill our duty but also strengthen the bond between our fire service and the communities we protect.

In conclusion, our journey is guided by a commitment to the health and well-being of our personnel, continuous training and improvement, and a dedication to unparalleled customer service. Together, we will forge a legacy of excellence that extends beyond the call of duty. I have full confidence in your dedication, resilience, and unwavering spirit.

Stay safe, stay strong, and let us continue to serve with honor.

Sincerely,

Robert Weisbaum
EMS & Fire Chief

Sean Caffrey
Chief Executive Officer





2024 January EMS & Fire Chief Board Report

The beginning of the new year is off to a busy start. We answered 95 calls for service in January – a slight increase over last year. There were 9 concurrent calls during the month. 66% of medical calls resulted in transport while the remaining were no contact, refusals, or other. Majority of the calls originated in Mt. CB (GVH mountain clinic). 2024 has some exciting news to look forward to. Thanks to the help of our Wretac Coordinator, Gunnison County is 1 of 2 agencies in the country who were awarded a federal grant to install equipment into some of our apparatus to test connectivity throughout the valley for a 2 year period. We look forward to gathering this data so measure some of our major weaknesses and gaps in communication here in the district so that we can create long term and sustainable solutions. The command staff and myself are setting objectives to be achieved this year and I applaud the continued forward progress/growth that we are seeing with the team. Staying true to our vision statement “Strive for excellence, commit to growth”, we continue to head in the right direction.

Lastly, Sean and I attended the NAEMSP conference in Austin, TX. I made some good connections while learning about important research happening in the medical field. Overall, the time spent there was beneficial and will help guide the future of our program.

Personnel/Volunteers

We onboarded some new members. Notably, Evan Sandstrom requested to transition to part time and we were happy to accept. In addition, we added the following part time employees: William Cauble (FF/EMT), Brooke Hoppe (EMT), Brian Larson (FF/EMT), Mac Smith (FF/Medic). Overall, coverage has been good with only a few staffing shortages due to sick call/call outs.

Training

Our new online platform for EMS training has received positive review so far. Our paramedics are working hard on Critical Care content in preparation for the in person 4 day course. The shifts train daily and we continue to offer content on Target Solutions. I have been communicating with Montrose Fire about scheduling our spring time Firefighter weekend training however we are at the mercy of their scheduling. Their training tower needs to be re-certified before further training can take place. This is a slow process and they are establishing a date for their inspection and any potential repair work that needs to happen. I will communicate with Gunnison Fire as a secondary location so that we can try and get something on the calendar.

We renewed our AHA ACLS and BLS CPR members in January and we were honored to host the ASC Roger Pepper Camp for a night of fun. The kids were very appreciative. I thank the crew that helped create a fun experience.

Vehicles

The final specification for the new EMTS grant funded ambulance has been approved and fabrication will begin March 4th.

Please see the attached memo regarding the recommendation on the Rosenbauer Viper 109' Quint apparatus.

Maintenance

No major issues or repairs to report



MONTH IN REVIEW: 2024

911

**95
total incidents**



**EMS calls
71**
66% transported
10% non-transport
15% other dispositions



**Fire calls
73**
44% Fire calls
55% EMS calls
Fire - 0
Service calls/false alarm - 24



**Avg. Chute time –
02:12**
**Avg. Response time –
9:23**



Calls by zone
Town of CB – 28 Mt. CB – 53 CB South – 1 County – 13



3842 Redman Dr. Fort Collins, CO 80524 | 970-484-2467 | www.ikonfire.com

January 10, 2024

Chief Robert Weisbaum
306 Maroon Ave.
Crested Butte, CO 81224

RE: Proposal

Chief Weisbaum,

We truly appreciate the opportunity to provide the following proposal to you and your department. Below are the contract, short specifications, and drawing for a new Rosenbauer 109' Viper Aerial. You will also find prepayment discount options below. If everything looks satisfactory and you would like to proceed with ordering, please sign and return the contract to me.

Working with you and your group has been great and we are excited to get this order submitted. Once the order has been placed, we will schedule the pre-construction meeting (PCM) as soon as we receive the order confirmation.

A huge thank you for the opportunity to earn your business and please feel free to contact me with any questions. Hope to hear from you soon sir!

Sincerely,

Chris Shannon

Chris Shannon
IKON Fire
Southern Colorado Sales Manager

Crested Butte, CO
306 Maroon Ave
Crested Butte, CO 81224



Date: January 10, 2024

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Crested Butte, CO, hereinafter called the Buyer and an officer of Rosenbauer Minnesota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Aerial, complete with Rosenbauer Commander chassis and Rosenbauer Viper Aerial per attached specifications.	\$1,805,161.00 each
Gross due upon completion and delivery total	TOTAL \$1,805,161.00
*Note: If chassis amount of \$536,479.00 is paid upon arrival at our plant in Minnesota, deduct \$20,605.00 each	
*Note: If aerial amount of \$385,384.00 is paid upon arrival at our plant in Minnesota, deduct \$7,503.00 each	

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 660 days after receipt of and approval of this contract duly executed and approved production ready specifications are released, (chassis and (or) major components must arrive within 200 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

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info@rosenbaueramerica.com

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ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made. □

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of Minnesota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in Minnesota. The parties agree that this agreement bears a rational relationship to the State of Minnesota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: _____ IKON Fire _____
Sales Rep: _____ Chris Shannon _____

Buyer:
We accept the above proposal and enter into contract with signature below.

Title: _____

Title: _____

Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer Minnesota, LLC

Title: _____

Date

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APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are referenced to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis 0-60 days
RBA Aerial 0-60 days
Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis 61-75 days
RBA Aerial 61-75 days
Rosenbauer Body 61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis 76-120 days
RBA Aerial 76-120 days
Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis After 120 days
RBA Aerial After 120 days
Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

SURCHARGE NOTICE

COVID-19 has caused extreme volatility in the global manufacturing supply chain. Inflationary pressures continue including raw materials, purchased parts, direct labor, and other firetruck components. In the event your truck order is affected by a surcharge, Rosenbauer America will provide an updated price quote. At that time, you have the option to continue with your truck purchase including the surcharge.

BUYER INITIALS: _____

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info@rosenbaueramerica.com

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109' Viper Prepay Discounts

	100%	90%	50%
Prepay Discount	\$66,092	\$56,292	\$17,203
Return Chassis Interest	\$20,605	\$20,605	\$20,605
Return Aerial Interest	\$7,503	\$7,503	\$3,092
Total Discount	\$94,200	\$84,400	\$40,900
Total Truck Price	\$1,710,961	\$1,720,761	\$1,764,261



CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE • P.O. BOX 1009

CRESTED BUTTE, CO 81224

(970) 349-5333

WEBSITE: WWW.CBFPD.ORG

MEMO:

To: CBFPD Board of Directors

From: Robert Weisbaum, EMS & Fire Chief

Date: 02/13/2024

Subject: Purchasing of Quint Aerial truck from Apparatus

First and foremost, I'd like to thank the members of our apparatus committee that include Asst. Chief Duke, Vol. Asst. Chief Reily, Captain Voegeli, Engineer Bielak, and Engineer Tibljas for their thoughtful approach in designing our next major apparatus purchase. The design has gone through several iterations and we feel that our current design will meet the needs of our community and district for the next 20 + years. After contacting several other vendors, we have concluded that Rosenbauer is the truck to move forward with. The contract pricing is good for 30 days and will likely see an increase this spring due to inflation.

As such, it is our recommendation to formally execute a contract for the purchase of the Rosenbauer 109' Viper Aerial (quint) as presented in the specifications sheet attached. This purchase will align with the building of the new Station 1 HQ. We will aim for a delivery date of spring of 2026.

CRESTED BUTTE FIRE PROTECTION DISTRICT
Chief Executive's Report

February 13, 2024

1. Consent Agenda

- a) January 9th Regular Meeting Minutes
- b) Monthly Financial Reports
- c) Construction Project Reports

2. Chief Executive's Comments

As we move through February there is plenty of activity at CBFDP. We have recently started new part-time employees Brooke Hoppe, Brian Larson, Mac Smith and Will Cauble. Doug Collin has also retired from volunteer service after 10 years. Our design team for the new fire station has been hard at work completing construction documents due on 2/14 and our apparatus committee has finalized the requirements for the quint-type aerial apparatus chief Weisbaum will discuss. In addition to all of that, we have taken ownership of the 121 Deer Creek Circle property while continuing work our bid documents for Larkspur. Chief Weisbaum and I recently attended the Colorado State Fire Chiefs Critical Issues Briefing and Legislative Reception in Denver where we had some good conversations with our State Senator, Perry Will and our State Representative Marc Catlin.

As we are still early in the year there is not much to highlight from the financial reports. Spending year to date is on target and 2023 is now mostly closed out as we prepare for our annual audit. As you will note from the construction budget, we are moving substantially through our design costs as the construction documents are finalized. We are also currently working on the renewal our ambulance billing contract.

In the fire prevention report this month Ric will update the group on the variety of projects they have been involved with. The Whetstone housing project is probably the most prominent one that has been in the news lately for its slow movement. We expect activity soon regarding the school renovations. Fire Marshal Ems and I have also discussed how the current and proposed building activity in the Riverland Industrial Park has continued to outstrip the available fire suppression water supply in that area. We have attached the 2016 Gunnison County Resolution exempting Riverland from many fire code requirements that we would ask you to review as the time may soon come when we need to approach the County to indicate that the previous resolution is no longer workable based on increasing life safety concerns.

In the Chief's report this month you will receive an overview of the design process and subsequent design and price quote for the new quint-style aerial apparatus. Your review and comment is appreciated and you may also choose to authorize the purchase if you are otherwise satisfied with the quote. I have been working on the back end to ensure we have a plan to fund the purchase come 2026 when the vehicle is completed.

In my report this month I have attached the CBFDP policy manual with a few sections highlighted that are being updated. Most of the changes are routine updates related to pay, travel and the FAMLI program. I am grateful for the assistance of Lt. Reeves, Captain Felix, John Bielak and Joe Blunn for their help in updating a variety of items related to wildfire deployment. Also included in the packet is a spreadsheet comparing a number of down-payment assistance programs currently managed by our contractor the Impact Development Fund (IDF). We will likely work on updating that program over the next few months and this appears to be a good primer on the options available.

Also in my report is the preliminary liability report indicating our bond interest earned over our issue rate (bond arbitrage) currently estimated at about \$400k. We will continue to track this amount throughout the project and will work with our consultants to minimize what we will have to return to the IRS. The

CRESTED BUTTE FIRE PROTECTION DISTRICT
Chief Executive's Report

good news is as of the end of 2023 we made just shy of \$1.5M in interest on the project funds to assist with the project so it remains to our advantage to continue investing the funds.

Finally, I will update the group on our federal communications project grant and upcoming changes to our radios and radio system. In regards to the federal grant obtained by the RETAC, Gunnison EMS and CBFPD will receive 6 vehicle setups with in-vehicle wireless routers including cellular and satellite connectivity. Those setups will have a \$300 / month service fee that will be funded for 2 years. After that we will likely pare back the satellite service and go to cellular-only in some vehicles that is closer to \$100/month. We are also ordering 6 new portable radios that will be issued to fire prevention and we are updating the programming of our current radios to reflect changes in dispatch procedures and to add radio paging capability. We will also soon be trialing a new smartphone app that integrates with the station alerting system we have selected for the new station. Finally, the Communications Board and the Dispatch Center will begin exploring new computer-aided dispatch (CAD) options this year.

I have not been made aware of any expected public comment this month.

In old business Todd will review the current status of the design work and budget. We have also made a few decisions in the last few weeks regarding the kitchen in the SAR building, layout of the fire station main lobby, appropriate bay floor finishes, station alerting systems, locations of bollards around the buildings and the best low voltage wiring contractor.

In regard to the sewer connection, we have provided our engineering report to the Town of Crested Butte regarding feasibility. Their next step is to enter into a cost reimbursement agreement with us to conduct their review of the engineering which is estimated at \$15,000. This amount is contemplated in our budget for the connection, has been reviewed by our attorney, and is included in the packet for your review and approval. Following this step our next item of business will be an IGA for the connection itself.

The final old business item is the next round of draft updates to the volunteer and part-time reserve program. In the packet is a memo detailing a number of cost items and a description of the items we cannot provide with precision such as training and onboarding costs. Also included is a list of all of the current reserve members as well as another update to the program policy manual. Overall, we have considered appropriate recruiting targets, have clarified that volunteers may continue indefinitely, and have built a pathway for promising candidates without current certifications. I remain grateful to Assistant Chief Reily for his help as we've worked on the updates. I look forward to your comments and think we are getting close to asking for approval for the new program design, perhaps in April.

In new business this month the only item is review and approval of the Larkspur housing request for proposal (RFQ). As we discussed last month this is an integrated project delivery or construction manager at risk (CM@R) approach where we use the RFQ to qualify one or more potential bidders, and then move forward with a design-build arrangement. John Chmil has provided most of the document structure and we are excited to see who might be interested in helping us with this project that contemplates a 2-unit duplex in 2026.

We do not anticipate any late-breaking unscheduled business this month.

I did include Fire Marshal Ric Ems's annual review from December in the packet under executive session. I do not believe an executive session is necessary as this was primarily a mechanism to make the review available to the board in a confidential manner. If the board would like to discuss further, I recommend we postpone the executive session to after the pension board or to the March meeting.

CRESTED BUTTE FIRE PROTECTION DISTRICT
Chief Executive's Report

3. Action Items

- a) Approve consent agenda
- b) Review, comment and/or approve Quint purchase agreement
- c) Review, comment and/or approve Town of Crested Butte Sewer Reimbursement
- d) Comment on latest round of reserve program updates
- e) Review and approve Larkspur RFQ Document

**CRESTED BUTTE
FIRE PROTECTION DISTRICT
POLICY MANUAL**



Updated: February 15, 2024

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SECTION 1 – INTRODUCTION

101. MISSION STATEMENT

The Crested Butte Fire Protection District is committed to excellence in the protection of life and property and serves the community with professionalism, compassion, and respect.

102. CODE OF CONDUCT

As a member of the Crested Butte Fire Protection District, my fundamental duty is to serve the community; preserve life, alleviate suffering, and protect property. I understand that I have the responsibility to conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help foster continuing positive public perception of the District. Therefore, I pledge the following:

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, the Crested Butte Fire Protection District and the emergency services community in general.
- Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Accept responsibility for my actions and for the consequences of my actions.
- Maintain proficiency in my chosen fields that may include emergency medical care, fire suppression and prevention, hazard mitigation and rescue. I will uphold the standards of these professions, continually searching for new and improved methods while sharing my knowledge and skills with my contemporaries and successors.
- Be conscious and respectful of each member's safety and welfare.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties, or bring discredit to my organization.

- Respect the dignity, property and rights all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate or threaten fellow members of the service or the public and stop or report the actions of other members who engage in such behaviors.
- Avoid situations that would adversely affect the credibility or public perception of the emergency services profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state, impact the performance of my duties or compromise safety.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, emergency services in general or the community.

I will not allow personal feelings, nor danger to self, deter me from my responsibilities. I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust. As a member of the Crested Butte Fire Protection District, I accept this self-imposed and self-enforced obligation as my responsibility.

**BOARD OF DIRECTORS
OF THE
CRESTED BUTTE
FIRE PROTECTION DISTRICT
BYLAWS**



Adopted: July 13, 2021

SECTION 2 - CRESTED BUTTE FIRE PROTECTION DISTRICT BYLAWS

201. AUTHORITY

The Crested Butte Fire Protection District ("District") is a quasi-municipal corporation and political subdivision of the State of Colorado and a body corporate with those powers authorized by, and in compliance with, Section 32-1-101 et seq., C.R.S. The District was created by court order of Gunnison County District Court on September 10, 1973 and is located in the County of Gunnison.

202. PURPOSE

It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

203. POLICIES OF THE BOARD

It shall be the policy of the Board of Directors ("Board") of the District, consistent with the availability of revenues, personnel and equipment, to use its best efforts to provide the quality services as authorized under the District Service Plan or bylaw.

204. BOARD OF DIRECTORS

All powers, privileges and duties vested in, or imposed upon, the District by law shall be exercised and performed by and through the Board, whether set for the specifically or implied in these Bylaws. The Board may delegate to officers, volunteers, employees, or personnel of the District any or all administrative and ministerial powers, as it so chooses.

Without restricting the general powers conferred by these Bylaws, it is hereby expressly declared that the Board shall have the following powers and duties:

1. To confer upon any appointed officer or employee of the District the power to choose, remove or suspend employees, volunteers, personnel or agents upon such terms and conditions as may seem fair and just and in the best interests of the District.
2. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents. The Board may, on a limited basis and by resolution, give a chief executive or other appointed signatory the power to sign contracts and other official documents on behalf of District.

3. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.
4. To prepare or cause to be prepared financial reports, other than the statutory audit, covering each year's fiscal activities; and such reports shall be available for inspection by the public, as requested.

205. OFFICE

1. **Business Office.** The principal business office of District shall be at 306 Maroon Ave. Crested Butte, Colorado, until otherwise designated by the Board.
2. **Establishing Other Offices and Relocation.** The Board, by resolution, may from time to time, designate, locate, and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of the District.

206. MEETINGS

1. **Regular Meetings.** Regular meetings of the Board shall be conducted on the Second Tuesday of each month at 5:15 p.m. and held at Fire Station #2 at 751 Gothic Road, Mt. Crested Butte, unless otherwise noticed and posted. An Agenda shall be posted for each regular meeting at least twenty-four (24) hours prior to the meeting time, in accordance with the Colorado Open Meetings Law, Section 24-6-402, C.R.S. as amended.
2. **Meeting Public.** All meetings of the Board, other than executive sessions, shall be open to the public.
3. **Notice of Meetings.** Section 6(a) shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to the Board, other than the permanent posting. Written waivers of notice by Board members are not necessary.
4. **Special Meetings.** Special meetings of the Board may be called by any one member of the Board upon twenty-four (24) hours written notice, which shall be posted in accordance with the Colorado Open Meetings Law, Section 24-6-402, C.R.S. The notice shall contain the Agenda of the special meeting.

5. **No Informal Action by Directors.** All official business of the Board shall be conducted at regular or special meetings properly noticed and open to the public.
6. **Executive Sessions.** By a two-thirds (2/3) majority vote, the Board may enter an executive session in strict compliance with the provisions of Section 24-6-402(4), C.R.S. All executive sessions must be electronically recorded, with the exception of executive sessions called for the purposes of receiving legal advice when the attorney provides a written certification in lieu of the electronic recording.
7. **Adjournment and Continuance of Meetings.** When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken, except as required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meetings.
8. **Emergency Meetings.** Notwithstanding any other provisions in this Section 6, emergency meetings may be called by the Chair or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and electors of the District, without notice if notice is not practicable. If possible, notice of such emergency meetings may be given to the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of (a) the next regular meeting, or (b) the next special meeting of the Board at which the emergency issue is on the public notice of the meeting. At such subsequent meeting, the Board may ratify any emergency action taken. If an emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting.

207. CONDUCT OF BUSINESS

1. **Quorum.** All official businesses of the Board shall be transacted at the regular or special meeting at which a majority of the Directors shall be present in person or remotely by electronic means (i.e. teleconference, video conference, etc.) provided that such members attending remotely must be able to hear all discussion and public comment, if any, on any issue as a condition of voting on such issue.

2. **Vote Requirements.** Any action of the Board shall require the affirmative vote of a majority of the Directors present and voting. When special or emergency circumstances affecting the affairs of the District and the health and safety of District residents so dictate, then those Directors available at the time may undertake whatever action is considered necessary and may so instruct the District's employees, volunteers, or personnel. Such actions shall later be ratified by the Board.
3. **Electronic Signatures.** In the event the signature(s) of one or more members of the Board or appointed signatories are required to execute a written document, contract, note, bond, deed, and/or other official papers of the District, and the appropriate individual(s) is unable to be physically present to sign said documentation, such individual or individuals are authorized to execute the documentation electronically via facsimile or e-mail signature, unless said documentation provides otherwise. Any electronic signature so affixed to a document shall carry the full legal force and effect of any original, handwritten signature. Except as approved herein, this provision of these Bylaws shall not be interpreted as establishing District's consent or authorization to bind District to any transaction by the use of electronic records or electronic means. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.
4. **Order of Business.** The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order:
 - A. Call to Order
 - B. Approval of the Agenda
 - C. Approval of the Minutes of the previous meeting
 - D. Financial Report and Approvals;
 - E. Hearings, as needed;
 - F. Staff or Consultant Reports;
 - G. Public Comment
 - H. Unfinished Business;
 - I. New Business;
 - J. Unscheduled Business
 - K. Executive session, as needed; and
 - L. Adjournment
5. **Motions and Resolutions.** Each and every action of the Board necessary

for the governance and management of the affairs of District, for the execution of the powers vested in District, and for carrying into effect the provisions of Article 1 of Title 32, C.R.S., shall be taken by the passage of motions or resolutions.

6. **Minute Book.** Within a reasonable time after passage, all resolutions, motions and minutes of Board meetings shall be recorded in a visual text format that may be transmitted electronically. Minutes of regular sessions shall be available for public review as soon as practicable following acceptance of the minutes by adoption of a motion before by the Board. Executive sessions shall be electronically recorded on audio tape or other electronic media, and such electronically recording or reproduction of the same shall be kept separate from minutes of regular sessions as described in Section 6(e) of these Bylaws and shall not be open to the public, except as required by law.

208. DIRECTORS, OFFICERS AND PERSONNEL

1. **Director Qualification and Terms.** Directors shall be electors of the District. The term of each Director and time of elections shall be determined by relevant statutory provisions, and all elections conducted in the manner prescribed by Articles 1 through 13.5, Title 1, C.R.S. and all laws supplemental and amendatory thereof.
2. **Faithful Performance Bonds.** Each Director shall furnish, at the expense of the District, an individual, schedule, or blanket surety bond or adequate insurance policy in the sum of not less than \$1,000 each, conditioned on the faithful performance of the duties of his/her office. In addition, the Treasurer shall furnish, at the expense of the District, a corporate fidelity bond in a sum of not less than \$5,000, conditioned on the faithful performance of the duties of his/her office.
3. **Director's Performance of Duties.** A Director of the District shall perform all duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner which the Director reasonably believes to be in the best interest of District, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing the Director's duties, the Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in subparagraphs 1, 2 and 3 of this subsection c. The director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs the Director's duties shall not have any liability by reason of being or having been a Director of the District. These

programs and groups upon whose information, opinions, reports, and statements a Director is entitled to rely are:

- A. One or more officers, personnel, volunteers or employees of the District whom the Director reasonably believes to be reliable and competent in the matters presented;
 - B. Counsel, public accountants, professional consultants, or other persons as to matters which the Director reasonably believes to be within such persons' professional knowledge or expertise; and
 - C. A committee of the Board upon which the Director does not serve, duly designated in accordance with the provisions of the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
4. **Oath of Office.** Each member of the Board, before assuming the responsibilities of his office, shall take and subscribe an oath of office in the form prescribed by law within thirty (30) days of being elected or appointed.
 5. **Election of Officers.** The Board of Directors shall elect from its membership a President, Vice President, Secretary, and Treasurer who shall be the officers of the Board of Directors and of the District. A single Director may serve as both the Secretary and Treasurer at the discretion of the Board. The officers shall be elected by a majority of the Directors voting at such election. The Board may, from time to time appoint an acting officer in the absence of any individual officer. The election of the officers shall be conducted biennially at the first regular meeting of the Board following the regular biennial election of the Directors held in accordance with Article 13.5, Title 1, C.R.S. Each officer so elected shall serve for a term of two years, which term shall expire upon the election of his or her successor or upon his or her reelection to that office.
 6. **Vacancies.** Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Directors, as prescribed by law. The appointed individual must meet the statutorily prescribed qualifications for Directors and shall only serve until the next regular election following the appointment.
 7. **Resignation and Removal.** Directors may be removed from office only by recall as prescribed by statute. Any Director may resign at any time by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.
 8. **President.** The President shall act as the Chair of the Board and shall preside at all meetings. The President is authorized to sign all contracts,

deeds, notes, debentures, warrants and other instruments on behalf of the District. The Board may authorize additional signature authority on a case-by-case basis.

9. **Vice President.** In the absence of the President, the Vice President shall preside at all meetings. When acting as the President, the Vice President shall have all authority granted to the President.
10. **Secretary.** The Secretary shall be responsible for the records of the District; may act as Secretary at meetings of the Board and record all votes; shall be responsible for composing a record of the proceedings of the Board in a visual text format that may be transmitted electronically, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be the custodian of the seal of District. The Secretary shall have the authority to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.
11. **Treasurer.** The Treasurer shall be authorized to invest or cause to be invested all surplus funds or other available funds of the District in permitted investments authorized by law or as specified by the Board. The Treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of District in accordance with adopted record retention schedules and applicable law.
12. **Recording Secretary.** The Board shall have the authority to appoint a recording secretary who need not be a member of the Board of Directors, and who shall be responsible for recording all votes and composing a record of the proceedings of the Board in a visual text format that may be transmitted electronically, which shall be the official record of the Board. The recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.
13. **Additional Duties.** The officers of the Board shall perform such other duties and functions as may from time to time be required by the Board, by the Bylaws or rules and regulations of District, by law, or by special exigencies, which shall later be ratified by the Board.
14. **Chief Executive.** The Board shall appoint a chief executive to serve for such term and upon such conditions, including compensation (if any), as the Board may establish. Such chief executive shall have general supervision over the administration of the affairs, employees and business of the District and shall be charged with the hiring and discharging of employees and the management of District properties and equipment.
 1. The chief executive may exercise or delegate the authority and responsibility vested in the position of fire chief by Section 32-1-

1002(3), C.R.S.

2. The chief executive shall report monthly to the Board on the administration and operations of the District.
15. **Consultant Selection.** The selection of consultants and independent contractors of the District by the Board will be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Contracts for professional services may be entered into on such terms and conditions as may seem reasonable and proper to the Board.

209. FINANCIAL ADMINISTRATION

1. **Fiscal Year.** The fiscal year of the District shall commence on January 1 of each year and end on December 31.
2. **Budget.** On or before October 15th of each year, a proposed budget for the ensuing fiscal year shall be submitted to the Board. Such proposed budget shall be accompanied by a statement which shall describe the important features of the budget plan and by a general summary wherein shall be set forth the aggregate features of the budget in such manner as to show the balanced relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. It shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.
3. **Notice of Budget.** Upon receipt of the proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the business office; that the Board will consider the adoption of the proposed budget at a public hearing on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Notice shall be published in substantial compliance with law.
4. **Adoption of Budget.** On or before December 15th of each year, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs of the District and the probable income of the District. The Board shall then adopt a budget, either during the budget hearing or at a later date and time to be set by the Board (but in no event later than December 15th), setting forth the expenditures to be made in the ensuing fiscal year. The

Board shall provide for sufficient revenues to finance budgeted expenditures with special consideration given to the proposed ad valorem property tax levy.

5. **Appropriating Resolution.**

A. At the time of adoption of the budget, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated thereunder shall not exceed the amounts fixed therefore in the adopted budget. The appropriated amount shall be the maximum amount of funds permitted to be expended in the applicable fiscal year, unless a budget amendment is authorized pursuant to the Local Government Budget Law, Section 29-1-101, *et seq.*, C.R.S.

B. The income of the District, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution.

C. The Board may make an appropriation to and for a contingent fund to be used in cases of emergency or other unforeseen circumstances.

6. **Levy and Collection of Taxes.** On or before December 15th of each year, the Board shall certify to the Board of County Commissioners of the County or Counties in which the District is located the mill levy established for the ensuing fiscal year, in order that, at the time and in the manner required by law for the levying of taxes, such Commissioners shall levy such tax upon the assessed valuation of all taxable property within District.

7. **Filing of Budget.** On or before January 30th of each year, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Colorado Department of Local Affairs.

8. **No Contract to Exceed Appropriation.** The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purposes, for which provision is not made in the appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms of this Section shall be void ab initio, and no District funds shall be expended in payment of such contracts, except as permitted by Sections 9 and 10 below.

9. **Contingencies.**

- A. In cases of emergency caused by a natural disaster, public enemy, or other contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the appropriation by resolution duly adopted by a two-thirds (2/3) vote of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of such meeting.
- B. If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the Colorado Department of Local Affairs and shall be published in compliance with statutory requirements.

10. **Payment of Contingencies.**

- A. If there is unexpected or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditure is to be paid.
- B. To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (a) the issuance of tax anticipation warrants, to the extent that the mill levy authority of the District is available as provided by law, or (b) the issuance of bond anticipation notes payable from future bond proceeds or operating revenue, or (c) any other lawful and approved method.

11. **Annual Audit.**

- A. The Board shall cause an annual audit to be made at the end of each fiscal year of all financial affairs of the District through December 31st of such fiscal year. In all events, the audit report must be submitted to the Board within six months of the close of such fiscal year unless an extension has been duly requested and approved. Such audit shall be conducted in accordance with generally accepted auditing standards by a registered or certified public accountant, who has not maintained the books, records and accounts of District during the fiscal year. The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement and balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full disclosure of any violation of Colorado law pursuant to statutory requirements.

- B. A copy of the audit report shall be maintained by the District as a public record for public inspection at all reasonable times.
 - C. A copy of the audit report shall be forwarded to the State Auditor or other appropriate State official pursuant to statutory requirements
12. **Financial Controls.** The Board shall review and approve policies establishing appropriate financial controls concerning the receipt, deposit, tracking, transfer and disbursement of District funds.

210. CORPORATE SEAL

The seal of the District shall be a circle containing the name of the District and shall be used on all documents and in such manner as seals generally are used by public and private corporations. The Secretary shall keep, or cause to be kept, the seal and shall be responsible for its safe keeping and care.

211. CONFLICT OF INTEREST

A conflict of interest may exist when a Director has a direct, indirect, or perceived private pecuniary or property interest in a matter being discussed or decided by the Board of Directors.

1. **Disclosure.** A potential conflict of interest of any Director shall be disclosed to the Board of Directors in writing and to the Colorado Secretary of State at least 72 hours prior to the meeting where the matter in conflict will be discussed in accordance with State law, particularly Article 18 of Title 24, C.R.S., and Sections 32-1-902(3) and 18-8-308, C.R.S.
2. **Recusal.** Board members shall refrain from attempting to influence other Directors on any issue a Director may have a conflict of interest. Directors shall recuse themselves and not preside, participate in discussions, or vote on matters where a conflict exists unless their vote is needed for the board to take action.
3. **Compensation.** If the Board consents to and budgets for board compensation, each Director may receive up to \$100.00 per meeting attended up to the statutory maximum per year. Directors shall not receive any other compensation as an employee of the District except as may be provided by state statute.

4. **Disclosure of Gifts, Property, Etc.** Any Director receiving any money or loan, or any gift or property, or any payment for a speech, appearance, or publication, or any tickets to a sporting, recreational, educational, or cultural event, or the payment or reimbursement for actual and necessary expenses for travel/lodging other than from the District, shall report such money, loan, gift, or reimbursement in accordance with the provisions of the Public Official Disclosure Act, Sec. 24-6-203, C.R.S.

212. BOARD MEMBERS AS EMPLOYEES OR VOLUNTEERS

No Board member shall be employed by, or currently serve as a volunteer member of, the fire district.

213. COMPENSATION

Each Director shall receive the maximum compensation authorized by statute, unless otherwise determined by the Board. No Director shall receive compensation as an employee of the District.

214. INDEMNIFICATION OF DIRECTORS AND EMPLOYEES

The District shall defend, hold harmless and indemnify any Director, officer, agent, volunteer, or employee, whether elective or appointive, against any tort or liability, claim or demand, without limitation arising out of any alleged act or omission occurring during the performance of official duty, as more fully defined by law or by an indemnification resolution. The provisions of this Section shall be supplemental and subject to and, to the extent of any inconsistency therewith, shall be modified by the provisions of the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S.

215. BIDDING AND CONTRACTING PROCEDURES

Except in cases in which the District will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of \$60,000 or more of District funds. The Board may reject any and all bids, and if it appears that the District can perform the work or secure material for less than the lowest bid, it may proceed to do so in accordance with law.

1. A Notice or Invitation to Bid shall be prepared and published in accordance with statutory directive.
2. The Board retains the right, at its sole discretion, to reject any or all proposals, to determine the proposal and subcontractors that will serve

the best interests of the District, and to determine the proposal and sub-contractor that are most responsible to perform the work.

3. Bids shall be accompanied by an acceptable bidder's bond, or a certified check payable to District, in an amount equal to 5% of the bid. If, within the time designated in the Notice of Award, the contract is not executed and, if required, a Payment and Performance Bond and Certificates of Insurance are not provided, District shall keep the bid bond as liquidated damages, and assess such other damages as District may determine.
4. A Payment and Performance Bond shall be required for contracts over \$50,000, and are discretionary with the Board under that amount.
5. For all contracts over \$150,000, five (5) percent of all pay estimates shall be withheld during the construction until the work has been fully performed.
6. As an alternative to hiring an architect or engineer to design a project, if the Board makes a determination that an integrated projected delivery ("IDP") contract would represent a timely or cost-effective alternative for a public project, the Board may:
 - A. Pre-qualify contracting entities by publishing a notice of a "request for qualifications" (RFQ) that may include: a description of project; general budget considerations; specific criteria; evidence of competency/experience and capabilities, evidence of all required registrations/credentials to provide the services; and the criteria for prequalification. If an RFQ is published, then the Board must select and prepare a short list of entities that it considers to be most qualified.
 - B. A request for proposals (RFP) shall then be sent to those on the short list, or, if no RFQ has been done, then the RFP shall be published/advertised. The RFP may contain: procedures to be followed for submitting proposals; criteria for evaluation of proposals; procedures for making the award; required performance standards; description of the drawings, specs, or other submittals to be provided; relevant budget considerations; proposed schedule; and the stipend, if any, that will be paid to those on the short list who are not selected if an RFQ is utilized.
 - C. Prequalification is not required, but if an RFQ is published, then the Board must select and prepare a short list of entities that it considers to be most qualified. The Board may then select the proposal that is in the best interests of the District.

- D. Other than the public bid requirement (which the IDP replaces if utilized), all other construction laws are applicable to a district construction project (e.g., performance bonds, notice of final settlement, etc.).

216. POLICES APPLICABLE

The District's sexual harassment, non-discrimination, violence or threats of violence, and any other policies the Board deems applicable, shall apply to all members of the District including board members, employees and volunteers.

217. MODIFICATION OF BYLAWS

These Bylaws may be altered, amended or repealed by a two-thirds (2/3) majority vote of the Board at any regular or special meeting of the Board to become effective immediately or at a subsequent date.

218. SEVERABILITY

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

ADOPTED this 13th day of July, 2021, by the Board of Directors of Crested Butte Fire Protection District.

John M. Dietrich

John M. Dietrich, President

Attested By:

W. Eric Tunkey

W. Eric Tunkey, Secretary

Crested Butte Fire Protection District

General Policies



Policy and Procedures

Article III

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SECTION 3 – GENERAL POLICIES

301. CODE OF CONDUCT AND OTHER POLICIES

This manual serves as a portion of the overall policies, procedures, protocols and guidelines that define expectations board members, of the Crested Butte Fire Protection District. As such this manual applies to employees, volunteers and elected

officials of the District. The CBFPD Code of Conduct, additional information specific to various member categories and additional policies, procedures, protocols and standard operating guidelines are contained in other articles.

302. EQUAL OPPORTUNITY / UNLAWFUL HARASSMENT

The District is dedicated to the principles of equal opportunity and fair treatment of all members. We prohibit unlawful discrimination against applicants or members on the basis of age 40 and over, race (including traits historically associated with race, such as hair texture and length, protective hairstyles), sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual's performance or creating an intimidating, hostile, or offensive environment. This policy applies to all members, including employees, volunteer members, officers, elected officials, and non-members such as customers, clients, vendors, consultants, etc.

303. AMERICANS WITH DISABILITIES ACT AND RELIGIOUS ACCOMODATION

The District will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the District or cause a direct threat to health or safety. Members needing such accommodation are instructed to contact their supervisor or the Chief Executive Officer immediately.

304. PREGANCY ACCOMODATION

The District will make reasonable accommodation to otherwise qualified members due to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth absent undue hardship.

305. SEXUAL HARASSMENT

The District strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of employment or volunteer membership.
2. Submission to or rejection of such conduct is used as the basis for decisions

affecting an individual's employment or volunteer membership.

3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

All members are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

306. EQUAL OPPORTUNITY OR SEXUAL HARASSMENT COMPLAINT PROCEDURE

If you believe there has been a violation of the equal opportunity or harassment policies based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. The District expects members to make a timely complaint to enable the District to investigate and correct any behavior that may be in violation of this policy.

Equal opportunity and/or sexual harassment complaints should be directed to a chief officer who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to a chief officer with your complaint, you should report the incident to the Chief Executive Officer. Complaints regarding members of the Board or the CEO should be directed to the Board President or Vice President.

The District prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our equal opportunity or retaliation standard, please follow the complaint procedure outlined above.

If the District determines that a member's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

307. ALCOHOL AND DRUGS

Alert and rational behavior is required for the safe and adequate performance of public safety duties. Members may not be on-duty or at a training event after the apparent use of alcohol, a controlled substance, or abuse of any other substance that could impair the member. This includes after the apparent use of marijuana, whether or not you are a lawful user.

As a general rule, members shall refrain from activities with the District within 8 hours of consumption of alcohol or any other intoxicating substance or medication that impairs judgment or performance. Members should also make their supervisor aware of any prescription or non-prescription medications being taken that may cause impairment while on-duty.

Supervisors with a reasonable suspicion that an employee is under the influence of alcohol or any other substances may remove a member from duty and require a screening test for substance use. Screening tests may also be utilized after an accident involving injury or property damage. Failure to comply with a drug or alcohol testing request may lead to immediate disciplinary action including termination.

Members testing positive for intoxicating substances or medications that impairs judgment or performance may be subject to disciplinary action in addition to any action taken from the incident or event that led to the testing. Members, however, will be given the opportunity to explain the circumstances a positive result and the District may defer or decline to take action if the explanation is reasonable and not in combination with evidence of impairment.

Members testing positive for controlled substances may also be referred to the District's Employee Assistance Program (EAP) or equivalent. Participation in treatment or counseling may be taken into consideration when determining disciplinary action.

308. TOBACCO USE AND SMOKING

Smoking and tobacco use is strongly discouraged by the District and may jeopardize or limit disability benefits available to employees and/or volunteers. Smoking and vaping is prohibited in District vehicles or inside of District facilities at all times. Smoking is allowed outdoors if at least 15 feet from an entryway. Use of oral tobacco products is allowed if done discretely, utilizing a covered spittoon container, and provided used containers are not left in plain view and properly disposed of. Smoking, vaping or oral tobacco use is not allowed at any point during an incident response. Failure to comply

with any of these requirements by an employee may result in the removal of all smoking or tobacco use privileges while on District property.

309. ANTI-VIOLENCE AND WEAPONS

Any action, which in management's opinion is threatening or inappropriate conduct while on duty will not be tolerated. Such behaviors may include, but are not limited to, physical and/or verbal intimidation, threats, or violent conduct, vandalism, sabotage, arson, use of weapons, and bullying. Bullying is defined as repeated mistreatment through verbal abuse, offensive conduct/behaviors and interference with the duties of a volunteer, employee or officer.

Furthermore, the carrying of weapons, including firearms, onto District property, regardless of whether the member possesses a concealed carry permit is prohibited.

Exceptions to the weapons policy include:

- carrying of utility knives used while on-duty,
- storage of unloaded weapons locked in personal vehicles,
- carrying of weapons by law enforcement officers, and
- carrying of weapons by on-duty District personnel qualified and actively participating in tactical EMS operations.

Members should immediately report any inappropriate actions or weapons violations to their supervisor or a chief officer. The District will investigate complaints. When members are found to have engaged in the any of the above conduct, management will take action that it believes is appropriate to the circumstances.

Employees should directly contact law enforcement if they believe there is an imminent threat to the safety and health of themselves, other members, or the general public.

If you are a victim of domestic violence, please contact your supervisor or a chief officer as Colorado law may provide for additional benefits.

310. APPEARANCE, ATTIRE AND HYGIENE

Appearance and attire are subject to the CBFPD uniform policy contained in Article VI - Administrative Policies. Additional grooming standards for firefighters required to utilize breathing apparatus are contained in Article VII – Standard Operating Guidelines.

If employees report for work improperly dressed or groomed their supervisor may instruct them to return home to change clothes and/or address hygiene issues.

311. OFFICIAL COMMUNICATIONS

Official communication by the District will be performed predominantly by email. All members will either be issued a department email address, or will be required to provide the District with an email address for official communications purposes. Information regarding pay and benefits will be done in writing. Communication regarding performance and/or discipline will be done in person with a written record.

Notification of emergency response requests will be dispatched through radio paging with a redundant notification via the Active911 alert feature.

Requests for general alarm or "all-call" responses will be sent as an additional alert via radio paging utilizing a specialized tone group for that purpose. An additional Active911 alert will also be sent as soon as possible. All members are encouraged to leave their pagers on the "all call" page group whenever they are off-duty and in-district.

Time sensitive information, defined as items of general interest within the next 24 hours or less, will be sent through the chat feature of Active911 to the appropriate group. Information sent through the Active911 chat feature should be structured such that a response to the group is not usually required. The chat feature will NOT be used for routine announcements such as birthdays, congratulations, etc.

312. USE OF COMMUNICATIONS PLATFORMS

The District's computer network, access to Internet, e-mail and voice mail systems are business tools intended for members to use in performing their job duties. Therefore, all documents and files produced or stored on District equipment or networks are the property of the District. All information regarding access to the District's computer resources, such as user identifications, access codes, and passwords are confidential information and may not be disclosed.

All computer files, documents, and software created or stored on the District's computer systems are subject to review and inspection at any time. This includes web-based email employees may access through District's systems, whether password protected or not. Employees should not assume that any such information is

confidential, including e-mail either sent or received. Email may also be subject to public inspection and disclosure per § 24-72-204.5 C.R.S.

Computer equipment should not be removed from the District premises without approval. Any computer equipment used on the District's network or any District-owned equipment used remotely must have secured access (i.e. password protected) and contain up-to-date anti-virus software. Upon separation, all communication tools must be returned to the District.

313. PERSONAL USE OF THE INTERNET

Access to information through the Internet is essential to District operations and administration. Personal use of the Internet during work hours should be limited. The District prohibits the display, transmittal, or downloading of material that is in violation of District guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. See also the Social Media and Internet use policy in Article 3 – General Policies.

314. SOCIAL MEDIA USE

Due to the sensitive nature of emergency services operations, the District's prominent public profile in the community and the need to legally protect certain information the District maintains a comprehensive social medial policy contained in Article VI - Administrative policies.

315. PRESS RELATIONS

The only individuals authorized to speak with the press on behalf of the District are the Chairman of the Board of Directors, the CEO & Commissioner, or the EMS & Fire Chief. Members of the Board of Directors may also speak to press in their individual capacity as elected officials. Any other members of the District receiving an inquiry from the press shall refrain from comment and forward that request to an authorized individual. Upon review by an authorized individual, specific members may be authorized to speak with the press on a case-by-case basis.

316. INSPECTIONS

District officials may conduct searches and inspections of any District-owned property or employee-owned property on the District's premises without notice. Any employee who refuses to submit to a search will be subject to disciplinary action up to and including termination.

317. DATA COLLECTION AND DISPOSAL

During the course of employment or volunteer membership the District will collect certain information that is classified as "personal identifying information," or PII, under applicable laws. Such information may include, but is not limited to:

- Your first and last name or initials;
- Username(s) and password(s);
- Social security number;
- Driver license or other identification card number;
- Professional licensure and certification records
- Medical documentation;
- Biometric data;
- And more.

The District may keep these records in paper and/or electronic format. When such documentation is no longer needed, pursuant to records retention requirements and best practices, the District will either (a) destroy the records or (b) arrange for their destruction, e.g. by shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means.

318. PROBLEM RESOLUTION

Members who disagree or are dissatisfied with a District practice should promptly discuss the matter with their immediate supervisor, where appropriate. Ideally, this discussion should be held within three to five days of any relevant incident. Discussions held in a timely manner will enhance our ability to resolve concerns while they are fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the resolution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to a chief officer. If the problem still cannot be resolved, employees may submit a written complaint to the EMS and Fire Chief or the Chief Executive Officer for review and final decision about the situation. Also see the Equal Opportunity / Harassment Complaint Procedure in Section 306.

319. SAFETY

Safety is the collective responsibility of all members of the District. Members should assure they have the appropriate information, training and equipment prior to performing any tasks that may be considered dangerous or have the potential to cause illness or injury. Members are empowered to speak up and/or refuse an assignment that poses an immediate threat to the health and safety of themselves or others. Such concerns should be brought to the immediate attention of a supervisor who will be responsible for mitigating the risk. Familiarity is Standard Operating Guidelines (Article VII) by all members is an essential element of maintaining overall safety.

320. REQUIRED VACCINATIONS

The CBFPD provides emergency medical and related public safety services. CBFPD is committed to the health and well-being of our members. All employees and volunteers of the District are considered essential healthcare providers, or members who are in direct contact with healthcare providers. As such, members of the District have an obligation to protect our patients, our community, other healthcare providers, fellow members, and their friends and families from communicable disease. Vaccination to communicable disease has proven to be safe and effective and is estimated to have saved millions of lives over the past century. The CBFPD requires members to obtain and maintain up-to-date vaccinations for the following:

- Hepatitis B
- Measles, Mumps & Rubella (MMR)
- Varicella (Chickenpox)
- Tetanus, Diphtheria & Pertussis (Tdap)
- Seasonal Influenza
- COVID-19

These requirements are based on Centers for Disease Control and Prevention recommendations for healthcare workers that can be found at: <https://www.cdc.gov/vaccines/adults/rec-vac/hcw.html>. The District reserves the right to require additional vaccinations based on local, state or federal public health recommendations for vaccines that have been approved for regular or emergency use by the U.S. Food and Drug Administration.

Documentation and Recordkeeping

All employees must maintain and provide written proof that they have been fully vaccinated to the diseases noted above. Employees must provide proof of vaccination to the District upon request. Note that employees should not provide proof of vaccination that includes any genetic information (e.g., family medical

history). Any documentation received by the District will be kept confidential to the extent required by law. New members must present proof of vaccination at the time of hire or acceptance into volunteer membership.

Vaccination is mandatory except for employees and volunteers with a documented medical and/or religious reason for not receiving a required vaccination. The process for an employee or volunteer seeking an exemption and reasonable accommodation based on a medical and/or religious reason is addressed below.

Requests for Exemption as a Reasonable Accommodation

A member or applicant who is disabled, pregnant, nursing, or who has a qualifying medical condition that contraindicates vaccination, or who objects to being vaccinated on the basis of a sincerely held religious belief, observance, or practice may request an exemption from one or more of the required vaccinations. All requests should be directed in writing to the CEO or their designee.

The District will engage in an interactive process to determine if an exemption as a reasonable accommodation may be appropriate. This process will involve exchanging information about the reasons for the request (e.g., information regarding the disability) and identifying appropriate workplace accommodations. An exemption as a reasonable accommodation may be provided so long as it does not cause an undue hardship for the organization or pose a direct threat to the health and safety of others.

This determination will be made on a case-by-case basis. Any medical information concerning a member's or applicant's limitations and/or reasonable accommodation needs will be kept in strict confidence in compliance with applicable federal, state, and local laws. Employees, volunteers and applicants may request an exemption as a reasonable accommodation without fear of retaliation.

Availability and Compensation

To the extent possible, the District will provide required vaccinations to employees and volunteers while on-duty and free of charge. If the direct provision of vaccinations is not practical, employees will be paid their hourly rate (and overtime, as applicable) for the time spent to receive a vaccination and the District will reimburse reasonable costs of vaccination that may include administration costs and travel expenses.

Non-Compliance

An employee or volunteer who does not provide proof that they have received the full and/or currently recommended dose of required vaccinations upon request will be considered non-compliant with this policy. Non-compliance will not be tolerated and

members will be subject to disciplinary action up to and including termination. This provision does not apply to an employee or volunteer who has been provided an exemption as a reasonable accommodation for a disability or a sincerely held religious belief. Elected officials, contractors and members of the Explorer program under age 18 are strongly encouraged to comply with the vaccination requirement but are not required to do so. In the event that a member is unable to receive a vaccine due to factors outside of their control (e.g., lack of vaccine supply) they should contact the CEO or their designee to determine an appropriate course of action.

Effective Dates

Current employees and volunteer members shall provide documentation of required vaccinations within 30 days of membership or hire. Seasonal influenza vaccination documentation will be required by November 30th of each year.

321. FATIGUE MANAGEMENT

Fatigue can be defined as an acute and ongoing state of tiredness that leads to mental and/or physical exhaustion and prevents people from functioning within normal boundaries. Fatigue can affect a person's health and wellbeing, increase the chance of illness and workplace injury, and reduce performance and productivity within the workplace. In the emergency response setting, fatigue has been linked to medical errors, poor decision-making, vehicle crashes, injuries, and other negative consequences.

Factors Leading to Fatigue:

- Long periods of physical activity without a break
- Numerous responses or other activities over an extended period of time
- A single physically/mentally demanding incident
- Multiple sleep disturbances while on duty
- Members working beyond their normal shift schedule
- Not getting adequate rest/sleep while off-duty

Signs/Symptoms of Fatigue:

- constant yawning
- headache/dizziness
- tiredness/sleepiness
- muscle weakness
- blurry vision
- loss of appetite

Effects of Fatigue:

- slowed reflexes and responses
- impaired decision-making and judgement
- moodiness/irritability
- impaired coordination
- lack of concentration
- reduced short-term memory
- increased errors

All members of the department play a role in recognizing fatigue in both themselves and their co-workers by being aware of the signs/symptoms and effects of fatigue. It is the responsibility of all members who are experiencing signs or symptoms of fatigue to report it to their immediate supervisor. Additionally, members should report to their supervisor anytime they suspect that a fellow employee is suffering from the effects of fatigue.

It is the responsibility of supervisors to monitor their personnel for signs of fatigue and, be alert for factors that may lead to fatigue and take appropriate action(s) to mitigate fatigue.

322. REPORTING OF INJURY

All members of the District are covered by worker's compensation insurance. The first priority after an accident is to provide appropriate first aid and/or emergency medical care. Accident's resulting in injury or illness, no matter how minor, must be reported to a supervisor immediately or as soon as possible after an incident. Members will likely be directed to one of the District's designated medical providers for further care and follow-up. Currently designated providers include:

Griggs Orthopedics	433 6 th Street, Crested Butte	970-349-5103
GVH Mountain Clinic	12 Snowmass Rd, Mt. Crested Butte	970-349-0321
Gunnison Valley Health	707 N. Iowa, Gunnison	970-642-8413
Gunnison Valley Family Physicians	214 Sixth St., Crested Butte	970-349-6749

323. RELATED POLICIES

Volunteer members shall be familiar with Article IV – Volunteer Handbook

Employees shall be familiar with Article V – Employee Handbook

Additional policies applicable to all members in Article VI – Administrative Policies include:

- Social Media
- Dress Code and Uniform
- Education and Travel
- Animals in the Workplace

Crested Butte Fire Protection District

Volunteer Manual



Policy and Procedures Article IV

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SECTION 4 – VOLUNTEER MANUAL

401. OVERVIEW

The Crested Butte area has a long and distinguished history of volunteer firefighters serving our community dating back to the 1880s. Since the formation of the District in 1973 volunteer EMS providers and firefighters have been the backbone of our response capability. While the District has hired a number of full and part-time responders in recent years to ensure we are always able to provide a timely initial response, our ability to meet the overall needs of our community, and to respond to major incidents, continues to rely on dedicated and well-trained volunteers. As an organization using a combination of paid and volunteer members we are committed to serving the community as a unified team of professionals.

The District recognizes that volunteers are generously lending their free time to the organization and the CBFPD is committed to maximizing the value of that time. Volunteer members recognize that they are expected to meet certain requirements upon joining and on an ongoing basis.

Volunteer members further recognize that volunteering for the District is a community service and/or humanitarian activity that does not create an employment relationship and that volunteer service is provided to the District without any expectation of compensation or benefits.

402. COMPOSITION OF THE VOLUNTEER FORCE

Volunteer members may serve in the following capacities:

- Operational Volunteer – Fire
- Operational Volunteer – EMS
- Operational Volunteer – Fire & EMS
- Support Volunteer

The District will strive to maintain an operational volunteer force of 40 individuals of which up to 25 may be trained and equipped as firefighters. Up to 15 additional operational volunteers may serve as EMS-only members.

403. SUPPORT VOLUNTEERS

Support volunteers shall include individuals with specific skills that are complementary to District operations or administration. Support volunteers may be appointed at the discretion of District management at any time.

404. ELIGIBILITY

- Volunteer members must be at least 18 years of age, have a high school diploma or equivalent.
- All volunteers are in a position of substantial public trust and will be subject to a criminal background check and have a criminal record suitable for a member of a public safety organization as determined by the District.
- Volunteers operating District vehicles must have a valid Colorado driver's license and meet driving record and insurability standards as determined by the District and/or the District's insurance carrier.
- Operational Volunteers must reside in, or live within a reasonable distance of, the Fire District. Individuals that reside outside of the District boundaries will be considered for new or ongoing membership on a case-by-case basis.
- Operational Volunteers are required to complete a baseline physical assessment, receive all required vaccinations, and have medical clearance from a primary care provider to participate in emergency response activities.
- Operational Volunteers - EMS must have and maintain a current and valid Colorado EMT certificate or license.

405. RECRUITMENT

The District will recruit for new operational volunteers on an annual basis. Interested individuals may fill out an application for membership at any time for the next annual recruitment. Members will be selected as new recruits based on positions available, eligibility, residency, qualifications, previous experience, and an interview. Applicants may be rejected for any non-discriminatory reason. If no positions are available qualified applicants may be offered an opportunity to be placed on a waiting list for the following year's recruitment cycle.

406. TRAINING PHASES

Training of operational volunteers will consist of the following phases:

- Phase 1: Classroom training
- Phase 2: Completion of the Red Book (Firefighting) or Blue Book (EMS) task books in a classroom or training shift setting

- Phase 3: At least 10 supervised training shifts with daily observation reports (DORs).

Applicants must successfully complete each phase with a summary evaluation before proceeding to the next phase or graduating to active volunteer status.

407. LEVELS OF OPERATIONAL VOLUNTEER MEMBERSHIP / RANK

The volunteer rank structure is designed to address and recognize the knowledge, skills experience and training of volunteer members. To accomplish this, a tiered rank structure is used to allow volunteers with the skills, accomplishments, and desire to move up in the organization, to do so.

Candidate – an interested individual in the volunteer application process

Recruit – an individual selected for volunteer membership undergoing phase 1 or 2 of the initial training process. Recruits may only participate in training activities and daytime training shifts only. Daytime training shifts will be from 0900 – 1800.

- Helmet – Black with Orange “P”
- Collar Device – None
- Badge – Recruit Badge

Probationary - volunteer member who has completed phases 1 & 2 of the training program and is cleared to sign up for regular shifts and respond to all-calls. Probationary volunteers will be subject to daily evaluation reports (Phase 3).

- Helmet – Black with Orange “P”
- Collar Device – None
- Badge – Recruit Badge

Active Volunteer – A volunteer member who has successfully completed all 3 phases of the training program, has served for at least 6 months, has met the ongoing training and attendance requirements, and has been approved for active service by the EMS and Fire Chief

- Helmet – Black with Black Shield
- Collar Device – Firefighter Scramble or Star of Life
- Badge – Standard Silver

Senior Volunteer – An Active Volunteer with 10 or more years of active volunteer service.

- Helmet – Black with Yellow Shield
- Collar Device – Firefighter Scramble or Star of Life
- Badge – Standard Silver with Senior Volunteer Designation

Volunteer Lieutenant – An Active Volunteer who has met the qualifications as a Fire and/or EMS Lieutenant as specified by the District and who has been appointed to that rank by the EMS and Fire Chief.

- Helmet – Red with Black Shield
- Collar Device – 1 Bugle or EMS Lieutenant Bars
- Badge – Standard Silver with Lieutenant Designation

Volunteer Assistant Chief – An active volunteer appointed to lead the CBFPD volunteers by the EMS and Fire Chief.

- Helmet – White with White Shield
- Collar Device – 3 Crossed Bugles
- Badge – Gold with Assistant Chief Designation

408. CHAIN OF COMMAND

Recruit and Probationary Volunteers will be supervised by the Volunteer Coordinator

Active, Senior and Volunteer Lieutenants will be assigned to a Captain as their direct supervisor. The Volunteer Coordinator and Volunteer Assistant Chief may also serve as additional points of contact for volunteer members.

Volunteer members should work directly with their Captain on any issues or concerns. If communication with the immediate supervisor is not feasible issues or concerns should be directed to the Volunteer Assistant Chief.

409. REQUIRED CERTIFICATIONS

All operational volunteers must maintain a current CPR certification.

Members serving as Operational Volunteers - EMS must also maintain a current Colorado EMS Provider certification or license.

Members serving as Operational Volunteers – Fire must obtain within 12 months and maintain one of the following:

- NWCG Firefighter Type 2 qualification or higher or

- Colorado Firefighter I certification or higher

410. TRAINING REQUIREMENTS

All operational volunteers must attend a minimum of 36 hours of training per year. At least 24 hours of those training hours must be completed at District- sponsored training events. District sponsored training events may include:

- Scheduled fire training sessions,
- Scheduled EMS training sessions
- Approved online training or,
- Participation in organized training sessions with on-duty personnel.

Training hours may be obtained either in-person or by remote attendance. The 24 hours of required at District-sponsored training events, however, must be accomplished in-person and only in-person training hours will qualify towards monthly stipends unless the in-person requirement is specifically waived by the EMS and Fire Chief.

411. SHIFT DESCRIPTIONS

Participation in shifts is a major component of volunteer participation in addition to regular training and all-call response. Shift types are as follows:

- **Daytime Duty Shift:** Where the member reports to a station and participates as a regular member of the duty crew generally between 0800 – 1800.
- **Nighttime Duty Shift:** Where the member reports to a station for an overnight shift at the station along with the duty crew generally between 1800 – 0800.
- **On Call Day Shift:** Where the member reports in with the shift captain at the beginning of the shift for an assignment then reverts to an on-call status where they are immediately available to respond to a station or with a vehicle from within the district boundaries. Generally between 0600 – 1800.
- **On Call Night Shift:** Where the member reports in with the shift captain at the beginning of the shift for an assignment then reverts to an on-call status where they are immediately available to respond to a station, or with a vehicle, from within the district boundaries, generally between 1800 – 0800.

Note that shift times are approximate and do not preclude alternate shift times or partial shifts. A “Shift” however must be at least 10 hours in duration to qualify for stipend and tracking purposes.

412. SHIFT REQUIREMENTS FOR ACTIVE STATUS

Operational volunteers are required to participate in at least 288 hours of shifts annually which equates to twenty-four (24) 12-hour shifts per year.

Of the 288 required hours, at least 12 hours per quarter must be during daytime duty shifts in conjunction with the full-time staff.

The quarterly daytime shift requirement may be waived by the EMS & Fire Chief provided the member completes at least 48 hours of daytime duty shifts per calendar year. For operational volunteers this requirement may be combined with other shifts to meet the volunteer activity status requirement.

Operational volunteers who meet the required certification, training and shift requirements for active status in a calendar year will receive a pension credit.

413. SHIFT REQUIREMENTS FOR RESERVE STATUS

Operational volunteers with five or more years of active service are eligible for reserve status. Operational volunteers in reserve status must complete a minimum of at least 144 hours of shifts annually, must participate in 12 hours per quarter of daytime duty shifts, and meet the training requirements each calendar year as specified above to remain on reserve status.

Operational volunteers who meet the required certification, training and shift requirements for reserve status in a calendar year will receive a partial (0.5) pension credit.

414. ALL-CALL RESPONSE

Response to all-call requests is an essential function of all responders at CBFPD. Volunteers are asked to respond to all-call requests whenever possible, however, there is no specific requirement beyond "as many as possible." Volunteers may be asked to complete surveys documenting why they were unable to respond to an all-call request in order to help the District better understand and improve all-call responses.

415. FAILURE TO MEET REQUIREMENTS

Volunteer members who fail to meet active or reserve status requirements may be immediately removed from the volunteer program. Reasonable efforts may be made to improve performance and participation for up to 1 year at the District's discretion.

416. VOLUNTEER SQUAD & ASSOCIATION PARTICIPATION

All active and reserve volunteer members are considered members of the CB Fire and EMS Volunteer Squad & Association. The Volunteer Squad & Association raises funds throughout the year for the Fallen Firefighter Fund, which was established to assist volunteer and staff members and/or their families in a time of injury or illness. The Crested Butte Fire & EMS Volunteer Squad & Association also facilitate cooperation between the CBFPD and its volunteer members. Annual requirements for the Squad & Association include:

- Attend at least two events per year to include agenda-based meetings and/or social events. Meetings are generally held on months with a 5th Thursday.
- Assist with the 4th of July Pancake Breakfast, the Squad & Associations largest fundraiser of the year. Day-of help is preferred; however, help before and after the event can also be substituted.

417. UNIFORMS AND EQUIPMENT

Volunteer members may be issued uniforms and equipment commensurate with their responsibilities. Volunteer members shall comply with uniform and grooming requirements when working scheduled shifts. Volunteers are expected to maintain their uniforms and equipment in a serviceable condition and to report to their supervisor any items needing repair or replacement. All issued uniforms and equipment remain property of the District and must be returned upon request or the volunteer may be held responsible for the replacement cost.

418. BENEFITS AND PROMOTION

The District will annually publish a stipend schedule to reward volunteer participation and to offset expenses. Stipends will be subject to withholding taxes as required by law.

The District may also provide a ski passes, tuition reimbursement and other benefits for active volunteer members as funding allows.

Experienced and well-qualified operational volunteers may be considered for volunteer officer positions or part-time reserve employment at the discretion of the EMS and Fire Chief.

419. WORKER'S COMPENSATION

Any member injured while performing his/her duties while serving the district is entitled to worker's compensation benefits. Additional benefits may be available from the Crested Butte Fire and EMS Squad if needed.

420. PERSONAL, INJURY, MEDICAL, AND FAMILY LEAVE OF ABSENCE

Volunteer members may request a leave of absence for a period of more than 90 but less than 365 days. Members on leave are asked to submit written request to the District for approval indicating the circumstances and anticipated dates of leave. Members on approved leave will not be removed during the course of an approved leave regardless of activity level.

421. RETURN FROM INJURY

A medical clearance will be required before a member can return from injury or medical leave.

422. ADMINISTRATIVE LEAVE

Volunteer members may be placed on administrative leave during the investigation of alleged improper act(s) that may result in formal disciplinary action when the retention of the member on an active duty status may be detrimental to the interests of the District, his or her fellow members, or the general public. The determination of the duration of the leave, will be at the discretion of the Chief Executive Officer.

423. DISCIPLINE

All volunteer members are subject applicable rules, policies and standards and may be disciplined, suspended or removed from membership.

424. SEPARATION

Volunteer members may resign at any time for any reason. Correspondingly, the District may dismiss a volunteer member at any time for any reason. Members must return issued equipment upon resignation or termination including, but not limited to pagers, protective equipment, badges, uniform items and vehicle placards.

APPENDIX - STIPEND AND BENEFITS SCHEDULE

Regular Stipends

All Call Response Stipend (up to 4 hours) - \$50

Extended Response Stipend (4 – 24 hours) - \$100

Scheduled Event or Standby - \$50

Monthly Stipends

2 Scheduled Shifts and attendance at 2 hours of training - \$200

4 Scheduled Shifts and attendance at 2 hours of training - \$300

Annual Ski Pass / Recreation Benefit

An annual recreation benefit will be issued in August or September for all operational volunteers who qualified for active status in the previous calendar year. The benefit amount will be determined as part of the District budget.

Tuition Benefit

Active volunteer members who after 1 year of active status who successfully complete any of the following courses are eligible for tuition reimbursement in accordance with the following schedule:

- Emergency Medical Technician
 - 100% upon successful completion of NREMT certification
- EMT – IV Therapy
 - 100% upon successful completion of clinical rotations
- Advanced EMT (AEMT)
 - 50% upon successful completion of NREMT certification
 - 25% after year 1 of active status as an AEMT
 - 25% after year 2 of active status as an AEMT
- Paramedic
 - 25% may be requested for enrollment,
 - 25% after year 1 of active status as a paramedic
 - 50% after year 2 of active status as a paramedic

Out of District Fire and EMS Trainings

Active volunteers may request to attend conferences such as EMSAC, FDIC, EMS World, FRI, etc. or other out-of-district training events. If approved registration fees, travel, lodging and meals will be reimbursed in accordance with District policy. Reference Article 3: Section 15: Education, testing, and travel.

Tuition and or training shall be requested in writing to the EMS & Fire Chief requesting reimbursement or scholarship awards. Reimbursements may be drawn from the Gunnison Valley Health Foundation Scholarship fund or District training funds so long as funds are available. Requests will be evaluated on a case-by-case basis.

Notes:

1. Courses and estimated fees must be approved in advance by the EMS & Fire Chief or Designee
2. Copies of tuition invoices and receipts for books must be submitted to qualify for a tax-free Internal Revenue Service "Educational Assistance" fringe benefit
3. Total reimbursements for any member for any combination of qualifying coursework may not exceed \$12,000.

Payment of Benefits

Stipend and benefit payments are subject to withholding taxes per I.R.S. guidelines and are only available to current volunteers who maintain active status. Volunteers who are on leave or who have resigned from the volunteer program at the time of payment are not eligible to receive any payments.

Crested Butte Fire Protection District

Employee Manual



Policy and Procedures Article V

SECTION 5 – EMPLOYEE MANUAL

IMPORTANT NOTICE

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE CRESTED BUTTE FIRE PROTECTION DISTRICT AND INFORMATION ABOUT WORKING FOR THE DISTRICT. THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE DISTRICT'S GUIDELINES. THIS EDITION REPLACES ANY PREVIOUSLY ISSUED EDITIONS.

AT THE CRESTED BUTTE FIRE PROTECTION DISTRICT, NEITHER THE EMPLOYEE NOR THE ORGANIZATION IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE DISTRICT IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY NON-DISCRIMINATORY REASON OR NO REASON AT ALL. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE CRESTED BUTTE FIRE PROTECTION DISTRICT, OTHER THAN THE BOARD OF DIRECTORS HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE BOARD PRESIDENT AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE ORGANIZATION RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE DISTRICT. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES THAT HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT.

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501. DISTRICT OVERVIEW

Welcome to the Crested Butte Fire Protection District team!

The Crested Butte area has a long and distinguished history of serving our community dating back to the 1880s. Since the formation of the District in 1973, dedicated paramedics, EMTs, firefighters and life safety professionals have been the backbone of our service to the community. Our team builds on over a century of service by volunteer responders, joined in recent years by a number of full and part-time professionals. As a paid member of our team you will be responsible to ensure our ongoing readiness while providing critical life safety services to our community. We appreciate your choice to serve the District as an employee and hope you find your time with us rewarding

502. CODE OF CONDUCT AND OTHER POLICIES

This manual serves as a portion of the overall policies, procedures, protocols and guidelines that define expectations for employees of the Crested Butte Fire Protection District. This manual relates specifically to paid employees of the District whereas other policies, EMS protocols and Standard Operating Guidelines apply to all members of the District.

503. EMPLOYMENT STATUS

Employees of the District are classified as either exempt or nonexempt under federal and state wage and hour laws, and are further classified for administrative purposes, such as the administration of fringe benefits like paid vacation or holidays. These classifications do not determine eligibility for participation in the District's group health plan. Eligibility for participation in the District's group health plan is governed by the terms of the plan documents as well as applicable law. To obtain a copy of the Summary Plan Description or to discuss whether you are eligible to participate in the District's group health plan, please contact the Administrative Assistant or Chief Executive Officer. The following employee classifications are used throughout this Handbook.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and who are exempt from minimum wage and/or overtime pay requirements. Job titles typically contained in this classification are Assistant Chief, Chief and Fire Marshal.

Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA exemption tests, and who are not exempt from minimum wage and/or overtime pay requirements. Nonexempt employees shall be paid time and one-half of their regular rate of pay in accordance with applicable federal requirements that vary based on the role of the employee.

Full-Time Employees

Full-time employees are those who are normally scheduled to work a schedule of 40 or more hours per week.

Part-Time Employees

Part-time employees are those who are normally scheduled to work fewer than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees regularly scheduled for 48 hours or more per pay period may be eligible for regular or pro-rated benefits.

Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees may be classified as exempt or nonexempt on the basis of job duties and compensation.

504. PAY STRUCTURE

With the exception of employees with an employment contract all employees will be paid in accordance with pay rates and ranges established and approved annually by the Board of Directors through the budgeting process. District management will be responsible to assign pay rates and determine changes based on factors such as qualifications, experience and work performance.

Regular hourly pay rates will be determined by dividing the employee's annual salary by the number of scheduled hours per year and will also account for scheduled overtime. Currently used calculations include:

- Weekday Schedule: Annual Salary / 2,080 hours

- 48/96 Schedule: Annual Salary / 3,002 hours

Annual salary to hourly calculations will also include any premium pay or wage augments. Anticipated holiday pay and reimbursements will not be included in the rate calculation. Reimbursements may include, but are not limited to: ski pass or other fitness benefits, uniform reimbursements, etc. Employees will be paid based on hours worked plus any leave time used during a pay period.

505. PAY PERIODS AND PAYDAYS

Employees are paid biweekly every other Friday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday. On each payday, employees receive a statement showing gross pay, deductions, and net pay.

Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans, individual savings plans or direct deposit may be arranged through District management.

506. SCHEDULING

Full-time and regularly scheduled part-time employees will be assigned a schedule in accordance with the needs of the District. Schedules are subject to change at any time however, the District will attempt to provide as much notice as possible regarding any schedule changes. Once assigned a schedule, employees will be expected to report for their shifts unless they are on leave or have arranged for an appropriate substitute. Leave time must be used for any hours not worked during an employee's regular schedule.

507. ANNUAL REQUIREMENT FOR PART-TIME "AS-NEEDED" EMPLOYEES

Part-time employees working on an as-needed basis are expected to work a minimum of 288 hours per year and document 36 hours of training relevant to their role obtained either through CBFPD or an outside source acceptable to the EMS and Fire Chief.

508. OVERTIME

Full-time employees involved in emergency response will likely have some overtime built in to their regular schedules. All District employees are subject to recall and/or mandatory overtime in the event of a major emergency or when the needs of the District otherwise require it. Response employees may also be subject to "hold over" if they are dispatched to an emergency after the end of their shift or if insufficient personnel are available for relief. The District will make every effort to minimize involuntary overtime. Overtime will be paid at 1.5 times the employee's regular pay rate.

Employees involved in fire protection activities will be eligible for overtime pay after 106 hours in a 14-day pay period.

Employees not engaged in fire protection activities will be eligible for overtime pay after 40 hours in a workweek.

For purposes of calculating overtime payments, only hours actually worked are counted. Consequently, hours paid but not worked, e.g., vacation, are not counted.

For overtime calculations not based on the 14-day pay period, the workweek begins at 0800 on Sunday and ends at 0759 the following Sunday.

Use of compensatory (comp) time in lieu of overtime is not encouraged but may be granted on a limited basis with supervisory approval. Comp time earned in lieu of overtime will be at a 1.5 hours rate per hour of overtime. Comp shall not exceed 24 hours, and must be tracked by the employee and the supervisor outside of the payroll system. Supervisors issuing comp time shall inform the CEO by email when issued.

509. PAY FOR EXEMPT EMPLOYEES

Exempt employees are paid on a salary basis. Exempt employees will regularly receive a predetermined amount of compensation each pay period regardless of the hours worked. Exempt employees are required to report only time off from their regular work schedule in no less than two-hour increments. Schedules for exempt employees will be determined by their supervisor and may vary based on the needs of the district and the role of the exempt employee.

Supplemental pay for exempt employees may be authorized by the Chief Executive Officer for exceptional circumstances. Exceptional circumstances may include hours worked in addition to our outside of the employee's regular schedule such as deployments, special events, supplemental teaching activities, extended mutual aid, disaster response, backfill for other employees, or coverage of essential duty shifts. Supplemental pay for exempt employees shall be paid at their equivalent hourly rate or \$40 per hour, whichever is less.

510. TIME REPORTING

Nonexempt employees are required to complete an electronic time card or ensure that a time card is filed on their behalf by their supervisor. Time cards are subject to supervisory approval. It is necessary for employees to indicate whether the recorded hours are for time worked, or for time off.

Non-exempt employees assigned to operational roles are expected to be on-duty and available for immediate response for the duration of their shift and will not have any meal periods excluded. Non-exempt employees in non-response roles will have 30

minutes deducted for a meal break that can be taken at any time during the shift as determined by the employee and/or his or her supervisor.

Non-exempt employees working outside of their normal schedule and/or outside of their regular assignment or outside of the District (e.g. wildfire deployment, training, disaster response, etc.) should record their actual hours worked. The District will reimburse employees for any hours not worked that would have otherwise been scheduled to ensure the employee is not shorted hours from their regular schedule.

Electronic time records used by the District to calculate employee pay and paid time off balances. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees who also chose to keep their own personal time records must provide them to the District if they find a discrepancy. Employees should contact their supervisor with any questions about how their pay is calculated and must promptly notify their supervisor of any mistakes or in their time records or pay.

511. ATTENDANCE AND PUNCTUALITY

All employees are expected to be on time and punctual for showing up to work. In addition, regular attendance is essential to the provision of emergency services and is necessary for the efficient operation of the District.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. It is critical that employees receive acknowledgement of their notification so that supervisory personnel can find coverage for open shifts as soon as possible. Direct phone calls or text messages to the supervisor are the preferred contact method. Failure to call in when absent or excessive absenteeism may result in disciplinary action up to and including termination.

512. DISCIPLINE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. The District does not adhere to a progressive form of disciplinary action and may take any disciplinary action deemed appropriate under the circumstances. Action taken by management in an individual case does not establish a precedent in other circumstances.

513. SHIFT TRADES & SUBSTITUTIONS

The district allows shift trades and substitutions as defined by 29 CFR § 553.31 between employees. The following guidelines apply:

1. Shift trades are allowed only between employees with equivalent or higher qualifications.
2. Shift trades require a trade agreement form between employees that is further subject to approval by District management.
3. Trades in excess of 20% of an employee's schedule are discouraged and subject to denial.
4. Trades that create a shift length of greater than 72 hours are not permitted
5. Employees may not trade shifts with volunteers
6. Shift trades may only be made on a time for time basis. No cash or other items of value may be exchanged.
7. Once a shift trade is approved the employee covering the trade is expected to report for duty or must use leave (i.e. sick call). Failure to report for duty is subject to disciplinary action.
8. The district will approve, but will not track, traded time between employees.

514. HOLIDAYS

The District recognizes the following 10 paid holidays for eligible employees:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11th)
8. Thanksgiving Day (4th Thursday in November)
9. Friday following Thanksgiving (4th Friday in November)
10. Christmas Day (December 25)

For administrative employees, when a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Employees who are normally scheduled to work on Saturdays or Sundays will observe the actual day of the holiday. Response employees are expected to report for duty as scheduled for holidays that fall within their assigned schedule. The

administrative offices will, however, be closed on holidays and administrative staff will not be expected to report for work.

Holiday hours will be issued to all regular full and part-time nonexempt employees as eight hours of pay on the day of the holiday.

Regularly scheduled part-time employees are eligible for pro-rated holiday pay based on their regularly scheduled hours. Part-time employees who work as needed are not eligible for regular holiday pay, however, part-time as needed employees that work 8 or more hours on the actual day of the holiday are eligible to receive an additional 8 hours of holiday pay.

Holiday pay is considered supplemental to hours worked and may be used in conjunction with other leave. Holiday pay, however, will be paid in the pay period it occurs and cannot be carried over or otherwise banked.

515. VACATION / PERSONAL LEAVE

Eligible employees accrue paid vacation days/personal leave as follows:

Years of Service	Accrual Rate Administrative Schedule	Annual Hours Administrative Schedule	Accrual Rate Operational Schedule	Annual Hours Operational Schedule
Less than 1 Year	0.025	48	0.0231	67
1 – 5 Years	0.050	96	0.0462	135
Greater than 5 Years	0.075	144	0.0692	202

Vacation days/personal leave will accrue on all regular hours worked. Vacation days/personal leave may be accumulated not to exceed a total of 240 hours. Any accrued and unused vacation/personal leave will be paid out upon termination.

Requests to use vacation days/personal leave must be approved in advance by the employee's supervisor and be requested in a manner prescribed by the District. Operations personnel may submit leave requests at any time, however, requests for leave less than 4 weeks out or during known busy periods will generally not be approved unless the employee has arranged for their own coverage by another similarly qualified employee. Supervisors may need to stagger leave time, or deny the request for vacation time/personal leave to avoid a marked reduction in available personnel or as needs of the District may demand.

With the approval of the Chief Executive Officer, not more than 96 hours of vacation/personal leave may be borrowed in advance from anticipated future accruals for significant events.

516. PAID SICK LEAVE

All employees accumulate sick time at the rate of 1 hour per 30 hours worked, or 0.033 hours for each hour worked, up to 120 hours in a year. Paid sick leave may be used if an employee:

1. Has a mental or physical illness, injury, or health condition that prevents them from working;
2. needs to get preventive medical care, or to get a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
3. needs to care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2);
4. the employee or the employee's family member having been a victim of domestic abuse, sexual assault, or criminal harassment, and needing leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation; or
5. due to a public health emergency, a public official having closed either (A) the employee's place of business, or (B) the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.
6. The employee acknowledges having or exhibits symptoms of a contagious illness that may jeopardize the health and safety of co-workers or the community and is asked by a supervisor to refrain from working until symptoms improve.

Employees begin accruing sick time upon hire.

It is your responsibility to notify your manager each day at the beginning of your shift when you cannot come to work because of an illness, injury, medical care or domestic violence. Also, let your manager know when you expect to return to work. In the event you are absent for four or more workdays, medical or legal certification may be required. This certification should indicate that you were unable to work due to medical or domestic violence reasons and the length of time this restriction lasted.

If you have an extended illness, accumulated sick time currently provides pay while you are away from work. Additional benefits to replace earnings may be available for an extended illness or other qualifying event. Please contact your supervisor if you

believe you may be absent for an extended period or will exceed your sick time benefits.

Unused sick hours currently are carried over from year to year up to 240 hours. Employees will not accrue additional sick time until the balance falls below 240 hours. Employees with insufficient sick time to cover an absence as defined in this section will be charged vacation / personal leave to make up the difference as required.

Paid sick time will not be used in the calculation of overtime and is not paid out upon separation.

Additional rules will apply in the case of a public health emergency.

517. WORKER'S COMPENSATION

Any work-related illness or injury requiring significant first aid or medical attention must be reported as soon as possible, ideally within 24 hours, to the immediate supervisor or a chief officer as noted in the General Policies. Reporting will require multiple forms and/or statements as required by the insurance carrier. The District will coordinate care, benefits and return to work in conjunction with the medical provider and worker's compensation insurance carrier. The District will prioritize light or modified duty assignments if available to employees with work-related injuries. There is no guarantee of light or modified duty assignments and the approval of any such an assignment will be based on the needs of the District at the time, in the sole discretion of the CEO, in consultation with the EMS & Fire Chief.

518. MODIFIED DUTY FOR NON-WORK-RELATED ILLNESS OR INJURY

The District recognizes employees may have non-work-related illness, injury or elective medical procedures that prevent them from meeting the physical requirements of their job description on a temporary basis. As a general rule employees must notify their supervisor as soon as possible if they are unable, or expected to be unable, to perform the physical requirements of their position. Employees should expect to use sick leave, short-term disability insurance, the Colorado FAML program, or FMLA leave, if eligible, until they are cleared to return to work. Light or modified duty assignments may be available and, if applicable, may be requested from a chief officer and are subject to the approval of the CEO. If granted, light duty assignments will typically not exceed 30 days without additional CEO approval. There is no guarantee of light or modified duty assignments and the approval of any such an assignment will be based on the needs of the District at the time, in the sole discretion of the CEO, in consultation with Chief officers.

519. SHORT TERM DISABILITY

If the employee is unable to perform the duties contained in his or her job description and light or modified duty assignments are not, or no longer, available the employee may request short-term disability through our health benefits provider, CEBT. Eligibility for the CEBT short-term disability (STD) benefit requires:

1. The employee was regularly scheduled at least 20 hours per week
2. The employee is unable as a result of physical disease, injury, pregnancy or mental disorder to perform their duties as described in their job description
3. The benefit waiting period has been met including:
 - a. The first pay if disable for disability caused by accidental injury
 - b. 7 days for disability caused by physical disease, pregnancy or mental disorder.

STD Benefits generally replace 66 2/3% of the employee's earnings as of the date of disability subject to weekly maximum. Employees should contact District administration to apply for benefits. Benefits are available for up to 180 days subject to the requirements of the program. Sick or vacation leave must be used to make up the remaining 33 1/3% of employee pay during the disability period to the extent leave is available.

520. COLORADO FAMILI AND MEDICAL LEAVE INSURANCE

The District participates in the Colorado Family and Medical Leave Insurance (FAMLI) program that provides up to 12 weeks of paid leave for the following:

1. Because of birth, adoption or placement through foster care, is caring for a new child during the first year after the birth, adoption or placement of that child;
2. Is caring for a family member with a serious health condition;
3. Has a serious health condition;
4. Because of any qualifying exigency leave;
5. Has a need for safe leave.

Application for benefits is through the State of Colorado. Benefits are subject to FAMLI program regulations and other applicable law. Any stacking of other paid benefits during FAMLI leave must be coordinated with the District and may require a separate written agreement. Coordination of benefits with other programs (e.g. Short term disability) may also be required. Employee shall notify the District when they are

applying for FAMLI benefits in order to facilitate coordination of benefits and scheduling requirements.

521. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District is a covered employer under the federal Family and Medical Leave Act, however, in order for an employee to be covered for FMLA the employee must have worked a minimum of 1,250 hours in the past 12 months AND the District must employ greater than 50 personnel. FMLA provides up to 12 weeks of unpaid job-protected leave. The District will evaluate FMLA requests for eligibility and if granted, FMLA leave will run concurrently with any qualifying short-term disability (STD) or Colorado FAMLI paid leave. Employees must notify the District of any claim to FMLA leave to allow the District to evaluate the employee's eligibility for FMLA leave.

522. RETURN TO WORK

It is the policy of the Crested Butte Fire Protection District to assist injured employees, to the extent reasonably practicable, in returning to work as soon as they are medically able to perform meaningful work for the District. For any work-related injury or illness covered by workers' compensation, the District will adhere to the requirements and determinations within the workers' compensation process. For any non-work related injury or illness, the following applies:

Employee Responsibilities

It is the employee's responsibility to inform the District when the employee believes that he/she will be medically released to return to work, with or without restrictions. If practicable, the employee shall provide advance notice of his/her potential return to work and shall provide written medical verification of the clearance and any restrictions. Employee must provide reasonable status updates on their potential return to work and respond to inquiries by the District that will enable the District to complete the employee's return to work. Failure to communicate or respond to District inquiries may be cause for disciplinary action, up to and including termination. Employee is also responsible for maintaining all certifications required to perform their job duties during any period of leave. Failure to maintain certifications may delay return to work or result in separation of employment.

District Responsibilities

The District will provide the employee with a copy of their job description, including physical requirements, for use by their health care provider. The District will evaluate the employee's request to return to work and the written medical verification, and will determine whether:

1. The employee may return to full duty based on the medical verification provided by the employee.

2. The employee should continue on temporary light or modified duty in accordance with Sections 515 or 516 that fits with the employee's restrictions.
3. The employee may be required to complete a fitness-for-duty evaluation by the District's selected medical provider and/or be subject to a physical ability test.

523. MILITARY LEAVE

Members of the U.S. Armed Forces Reserve, the National Guard, or performing other protected uniformed service, are granted paid leave for the first 15 days of the deployment and an unpaid leave of absence for all time in excess of 15 days, when called for active or inactive duty or training.

This time is granted in addition to earned vacation time. However, vacation / personal leave may be used to supplement some or all of the unpaid time off granted.

Employees called to serve in a branch of the U.S. Armed Forces for an extended period, will be reinstated and paid, in accordance with the provisions of the law governing veterans' re-employment rights.

524. JURY DUTY OR TESTIMONY

The District recognizes jury duty as a civic responsibility and recognizes employees may be called to testify on matters related to their regular duties as public safety professionals. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

Any employee who is summoned for jury duty or subpoenaed in connection with his/her employment during regularly scheduled work time will be compensated for scheduled hours missed. A copy of the subpoena or court document requiring such duty must be submitted in order for such compensation to be paid. As a condition of the receipt of such pay, any stipend paid to the employee for jury service or as a witness fee must be paid to the District, or an equivalent amount deducted from the employee's pay.

525. BEREAVEMENT LEAVE

Any employee who suffers a death in their immediate family will be allowed 3 days paid leave to attend an in-state funeral and 5 days for an out of state funeral. "Immediate family" is defined as the employee's spouse, parents, children, sisters, brothers, grandparents, grandchildren, mother-in-law, and father-in-law. Bereavement leave will be tracked but will not be charged against vacation or sick time balances

526. DOMESTIC ABUSE LEAVE

Employees subject to domestic abuse may be eligible for a leave of absence. Please contact the District management for more information.

527. VOTING

The District supports employees exercising their right to vote in municipal, state, and federal elections. Under most circumstances, it is possible for employees to vote by mail or during non-work hours. If it is necessary for employees to arrive late, leave work early, or vote during work hours in any election, employees should make arrangements with their supervisor to vote with minimal disruption to District operations.

528. HEALTH, DENTAL, VISION, SHORT-TERM DISABILITY & LIFE INSURANCE

The District offers health, dental, vision, short-term disability and life insurance to eligible Employees through the Colorado Employer Benefit Trust (CEBT). Information on the plans shall be provided to employees when they are hired and is available online at: www.cebt.org. Information is available from the Chief Executive Officer or Administrative Assistant concerning plan options. The District encourages employees with employed spouses eligible for group insurance coverage to consider utilizing such coverage for their spouse whenever feasible.

529. RETIREMENT BENEFITS

Full time employees of the District are enrolled in the Statewide Defined Benefit Plan administered by the Fire and Police Pension Association of Colorado (FPPA) in lieu of Social Security. Information on FPPA benefits can be found at: www.fppaco.org. Employer and employee payroll contributions are required in accordance with current FPPA requirements.

Other District employees participate in the Old Age and Survivors Insurance System (Social Security) and Medicare. Affected employees are required to make payroll contributions as required by the Federal Insurance Contribution Act (FICA).

530. LONG TERM DISABILITY BENEFITS

Employees of the District are may be eligible for long-term disability benefits through either the Fire and Police Pension Association (FPPA) or the Colorado Employer's Benefit Trust (CEBT) based on their job classification. Employees should consult the Chief Executive Officer regarding coverage and eligibility.

531. TEMPORARY DUTY / DEPLOYMENT

District personnel may be assigned to temporary duty or deployed inside or outside of the District to assist with large events such as wildfires, major incidents, or other special events. Generally, these events are at the request of a third party, are greater than 24

hours in duration, and are often eligible for reimbursement by outside parties. When assigned to temporary duty full-time non-exempt employees will be paid their regular hourly rate including any applicable overtime as noted in Section 508 for the time assigned. Additionally, full-time non-exempt employees will be paid for any regularly scheduled hours missed during the assignment. Exempt employees will be eligible for supplemental pay as noted in Section 509.

Part-time employees will be paid their existing hourly rate during temporary assignment in accordance with overtime policy applicable to their position. Part-time employees may be assigned a different position type for the duration of the assignment if appropriate.

Volunteer members who elect to take a temporary assignment will be assigned an equivalent part-time pay rate based on the qualifications and experience for the duration of the assignment, will be paid overtime after 40 hours per week, and will be considered to have satisfied monthly shift and training requirements if deployed for 24 hours or more during one or more months. Volunteer members who fill reimbursable backfill shifts are also eligible for payment and credit under this section. At the conclusion of the temporary assignment volunteer members will be returned to volunteer status.

All members must document time worked as determined by the requesting agency and time worked must also be reported to the District. Members will be reimbursed for reasonable out-of-pocket expenses during assignment as described in Section 6015.

All members deploying for 7 days or more outside of the District will be paid a \$1,000 one-time bonus per deployment as a recognition for service away from their regular duty assignment and schedule.

532. SEPARATION OF EMPLOYMENT

If you desire to end your employment relationship with the District, we ask you notify your supervisor as soon as possible of the intended separation. Notice generally allows sufficient time to transfer work, cover shifts, return District property, review eligibility for continuation of insurance, and make arrangements for final pay.

Employees who plan to retire are asked to provide sufficient advance notice to the District so we can timely process any pension forms or other retirement benefits to which an employee may be entitled.

Employees in good standing who retire or resign from their positions may be eligible for re-hire.

533. ADDITIONAL COLORADO EMPLOYMENT INFORMATION

The Colorado Department of Labor and Employment provides additional employment related information available here: <https://cdle.colorado.gov> and here: <https://cdle.colorado.gov/posters-0>.

ACKNOWLEDGEMENT

I HAVE RECEIVED A COPY OF OUR EMPLOYEE HANDBOOK DATED _____. I UNDERSTAND THAT THE HANDBOOK, THE DISTRICT CODE OF CONDUCT, AND OTHER ASSOCIATED POLICIES, PROCEDURES PROTOCOLS AND STANDARD OPERATING GUIDELINES OF THE DISTRICT PROVIDES A SUMMARY OF THE GUIDELINES AND EXPECTATIONS REGARDING MY CONDUCT. I UNDERSTAND I AM TO BECOME FAMILIAR WITH THE CONTENTS OF THESE DOCUMENTS.

I UNDERSTAND THAT MY EMPLOYMENT WITH THE DISTRICT IS AT-WILL ABSENT A SEPARATE WRITTEN CONTRACT STATING A DEFINED PERIOD OF EMPLOYMENT. THIS MEANS THAT NEITHER I NOR THE DISTRICT IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A SPECIFIC PERIOD OF TIME AND THE EMPLOYMENT RELATIONSHIP MAY BE TERMINATED BY ME OR THE DISTRICT AT ANY TIME, FOR ANY NON-DISCRIMINATORY REASON OR NO REASON AT ALL.

THE LANGUAGE USED IN THE HANDBOOK OR RELATED DOCUMENTS AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

I UNDERSTAND THAT NO REPRESENTATIVE OF THE DISTRICT OTHER THAN THE BOARD OF DIRECTORS HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND ANY SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE BOARD PRESIDENT AND THE EMPLOYEE. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

FURTHER, I UNDERSTAND THAT THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THE HANDBOOK OR ANY SUPPLEMENT. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE DISTRICT RESERVES THE RIGHT TO REVISE, DELETE, OR ADD TO ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE DISTRICT. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

Employee Signature

Date

Printed Name

Crested Butte Fire Protection District

Administrative Policies



Policy and Procedures Article VI

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6000. EDUCATION, TRAINING AND TRAVEL

6001. GENERAL POLICY STATEMENT

The District recognizes that attendance at training courses, out-of-district meetings, conferences, certification testing, and other educational opportunities directly benefit the District and its members. As a local government entity with limited funds, however, care must be taken to ensure educational activities and travel are targeted towards essential job requirements, correspond with District priorities, and are managed in a cost-effective manner. To summarize our general approach, the District will pay the tuition, fees and payroll expenses for mandatory training needed to ensure members are well-qualified for their positions. The District strongly encourages additional and ongoing training, will seek to pay tuition, fees and expenses whenever possible, but will not typically pay for members time to attend non-mandatory trainings.

6002. IN-HOUSE TRAINING

Attendance is allowed at any in-house training that does not meet requirements for a training request as noted below. Only on-duty personnel will be compensated for in-house training sessions. All other attendance at in-house training sessions is considered voluntary.

6003. TRAINING REQUEST PROCEDURE

A training request must be submitted to the member's immediate supervisor prior to registration and/or attendance for any training event that involves one or more of the following:

- Attendance outside of normal work or shift hours
- Is provided outside of the CBFPD
- Requires a separate registration fee or
- Is potentially hazardous or requires proof of insurance

For paid members the immediate supervisor is usually the Shift Captain but may include the Volunteer Coordinator, Fire Marshal, EMS and Fire Chief, or CEO based on the member's current assignment.

6004. REVIEW AND APPROVAL PROCESS

The immediate supervisor will review the request to determine if the training will benefit the District and is appropriate for the member to attend. If approved by the immediate supervisor the request will be forwarded to the EMS and Fire Chief or the CEO for final approval and classification. Classification of approved training is discretionary and will be as follows:

Level I – Mandatory by Definition

Training in this category will correspond to the minimum qualifications of the member's current position.

Level II – Mandatory by Designation

Training in this category is determined to be beneficial to the District and essential for the member to complete.

Level III – Optional

Training in this category is beneficial to the District and helpful to the professional development of the member.

Level IV – Tuition and/or Fee Reimbursement

Training in this category is necessary for the member to maintain an existing certification, license or qualification but is provided by an external source.

Level V – Major Coursework

Training in this category represents significant effort of 1 or more semesters of college level coursework and will be reimbursed according Section 1113.

Level VI – Special

Training in this category is approved but has particular features or concerns that require a non-standardized approach.

6005. FUNDING MATRIX

Based on the classification of the training the following will be paid and/or reimbursed:

Level	Hourly Pay	Shift Coverage	Tuition	Testing Fees	Travel
I – Mandatory by Definition	Yes	Yes	Yes	Yes	Yes*
II – Mandatory by Designation	Yes	Yes*	Yes	Yes	Yes*
III – Optional	No	No	Yes	Yes	Yes*
IV – Tuition and Fees Only	No	No	Yes	Yes	No
V – Major Coursework	No	Varies	Varies	Varies	No
VI – Special	Varies	Varies	Varies	Varies	Varies

*Trainings provided within the Fire District are not eligible for Shift Coverage or Travel reimbursement.

6006. MINIMUM QUALIFICATIONS

Job Descriptions for employees and volunteer members contain a listing of qualifications essential to performing that job function. Minimum qualifications are generally items listed in grades 1-3 of the qualification matrix for that position.

6007. MAINTENANCE OF MINIMUM QUALIFICATIONS

Once minimum qualifications are obtained it is the member's responsibility to maintain or renew those qualifications. To the extent possible, the District will provide in-house opportunities for members to maintain minimum qualifications at no cost. However, the District will not provide additional hourly compensation for this purpose. Members are encouraged to complete as much training as possible to maintain their qualifications while on-duty. The District may choose to reimburse some or all expenses required to maintain qualifications as funding allows. Failure to maintain a minimum qualification may result in disciplinary action up to and including termination.

6008. ONLINE TRAINING

If a training is provided online, members are expected to complete that training while on-duty and not incur any additional hourly wage expense, tuition, course fees, travel, schedule changes, and/or overtime. If it is not possible to complete an online training that meets these conditions a training request must be submitted.

6009. MANDATORY TRAINING

Any training, meeting or conference event designated as mandatory (Level I or II) will be paid at the employee's hourly rate including applicable travel time as noted above. If a member is unable to attend an event designated as mandatory they may be required to provide a suitable justification for their inability to attend and may be required to attend a similar event at a later time. Failure to attend or provide a suitable justification for non-attendance may result in disciplinary action.

6010. REGISTRATION

Once approved, members should work with their supervisor to ensure they are appropriately registered and that applicable payment arrangements have been made for the event. Whenever possible, members should take advantage of group discounts or "early bird" registration opportunities. Late or on-site registration fees or penalties will generally not be covered by the district. Registration fees will generally be coded to the education and training account. Associated travel will be coded to travel.

6011. TIMEKEEPING

When recording time for mandatory training, employees should record actual time in class and/or traveling. In the event the hours recorded are less than the employee's regular schedule for that pay period a supplemental payment may be made to cover any scheduled hours missed.

6012. CERTIFICATION TESTING

Initial testing and certification costs necessary to obtain minimum qualifications will be covered by the District. This may include testing fees, time, and associated travel to an exam site. The District will cover costs for the first two attempts to obtain a required minimum qualification. Subsequent attempts to obtain a certification are subject to approval by a chief officer and may or may not be eligible for reimbursement. Additional requirements may also be imposed before additional retesting is allowed.

6013. TUITION REIMBURSEMENT FOR MAJOR COURSEWORK

In addition to Full-time employees and active volunteer members who successfully complete any of the following courses approved as Level V trainings are eligible reimbursement in accordance with the following schedule provided employment or active status is continuously maintained:

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
EMT Basic	100%	--	--
AEMT or EMT-I	50%	50%	--

Paramedic	25%	25%	50%
Associates Degree in EMS			50%
Associates Degree in Fire Science			50%
Bachelor's Degree in Fire or EMS			50%
Relevant Master's or Professional Degree			25%

Notes:

- (1) Courses and estimated fees must be approved in advance.
- (2) Volunteers and employees must be members prior to taking the course.
- (3) Copies of tuition invoices and receipts for books must be submitted to qualify for a tax-free Internal Revenue Service "Educational Assistance" fringe benefit.
- (4) Total reimbursement for any member for any combination of qualifying coursework may not exceed \$12,000.

6014. TRAINING PAY FOR INSTRUCTORS

Members involved in teaching that exceeds the instructional duties contained in their job description may be eligible for supplemental training pay. For exempt employees and volunteer members training pay will generally be provided as a lump sum payment of \$100 for a training up to 4 hours in length and \$25 per hour for each additional hour beyond 4 hours. Non-exempt employees involved in teaching will be paid their regular pay rate that may include overtime.

6015. TRAVEL EXPENSES

Travel within 100 miles of Crested Butte travel, lodging and per diem expenses will generally not be paid.

For travel between 101- 300 miles of Crested Butte it will be expected that employees will utilize ground transportation methods (automobile, bus or train). District-owned vehicles should be utilized whenever possible and members are encouraged to carpool if two or more members are attending the same event. If a District-owned vehicle is available for travel, no mileage reimbursement will be paid. If a District vehicle is unavailable, the current IRS mileage rate will be paid from the closest CBFPD station to the event location based on a Google Map mileage estimate.

For travel over 301 miles air travel may be authorized by the Chief Executive Officer, Appropriate departure airports include Denver International (DEN), Gunnison-Crested Butte Regional (GUC), Montrose (MTJ), Grand Junction (GRJ), or Colorado Springs (COS). Members may be required to book through a specific website and may be authorized to purchase tickets with either a district credit card or on a reimbursement basis. Mileage will be paid in conjunction with airfare when departing from airports

other than GUC. Airport parking and/or public transportation expenses in lieu of parking are reimbursable.

When booking airfare, only coach class tickets are authorized. Seat or boarding position upgrades less than \$100 per round trip are authorized for flights legs greater than 3 hours. Baggage fees of up to \$100 per round trip are authorized for trips greater than 3 days or if significant equipment is required to be checked. Upgrades or baggage fees greater than \$100 require the approval of the Chief Executive Officer.

Hotels should be booked using the most economical rate available. Members are encouraged to compare multiple rates and stay within the [GSA published hotel rates](#). Members may be required to book through a specific website and may be authorized to purchase with either a district credit card or on a reimbursement basis. A state government rate should be requested for comparison purposes. Tax exempt status should also be requested and the District will provide a copy of our tax-exempt certificate as needed. Room sharing, multi-room short-term rentals or camping options may be utilized to reduce costs but are not required.

Whenever possible travel expenses should be placed on a District credit card. Daily expenses are not subject to a specific limit but must be reasonable and in line with prevailing rates for the travel location. Receipts are required for all purchases made on District Credit cards. Charges deemed excessive or inappropriate may be subject to disciplinary action.

In the event use of a District credit card is not possible or not advisable The District will provide a flat per diem expense of \$50 per day. This amount assumes that members will attempt to utilize lodging options that provide breakfast and will frequently be attending events that include some meals. Higher per diem amounts or direct reimbursement of actual meal expenses may be allowed with appropriate justification and supervisory approval (e.g. high cost locations, no included meals, consolidation of expenses by multiple members).

Reasonable fees for ground transportation including taxis, Uber, Lyft and local public transportation may be placed on a District credit card or be reimbursed at usual and customary rates with an appropriate receipt.

Incidental expenses, such as storage fees, laundry, room service fees and tips will generally not be reimbursed separately.

All travel arrangements are subject to approval by the immediate supervisor before booking. Travel arrangements in excess of \$1000 require the additional approval of the Chief Executive Officer or his or her designee.

6016. GROUP MEALS

The District recognizes the networking and team building value group meals while travelling. Such meals should generally be kept to less than \$100 per person attending and should occur on a limited basis usually no more than once per event. Provided there is a legitimate business purpose or compelling rationale, the District may also pay for a limited number of guests to attend a group meal event. Tips should not exceed 20% for group meals. Group meals should may be placed on a District credit card or reimbursed with a suitable receipt.

6017. APPROVAL REQUIRED

Pay, schedule changes, and any reimbursements associated with training events are subject to the conditions and approval noted above. The District reserves the right to approve or deny requests for any reason including but not limited to, organizational priorities, cost, location, member performance or equity. Failure to obtain approval may disqualify the member from receiving pay or reimbursement.

6100. DRESS CODE AND UNIFORMS

6101. GENERAL POLICY STATEMENT

As a public safety organization, the District intends to present a professional image to the public through appropriate dress and uniform standards. Response staff are expected to wear the approved uniform in order to be quickly recognizable and credible to the general public. As a mountain community, the District further recognizes that uniform standards and dress codes should reflect the casual attire preferred in our community as well as the practical considerations of operations in a high alpine environment.

6102. UNIFORM LEVEL DESCRIPTIONS

Class E Uniform (Physical Fitness Attire) - Shall consist of the department issued short-sleeve T-shirt and navy blue fitness shorts made up of a least 50% natural fibers not susceptible to melting.

Class D Uniform (Business Attire) – Shall consist of appropriate business attire usually described as business casual or mountain casual with the CBFPD employee ID or badge visible or readily available. While this level of dress includes a variety of options, unacceptable attire includes ripped jeans, shorts, T-shirts or flip-flops. Clothing and footwear should be clean and presentable for the business environment.

Class C Uniforms (Work Uniform) – Shall consist of the department issued navy blue long-sleeve (LS) or short-sleeve (SS) T-shirt with navy blue station pants, black belt, crew length (or higher) socks and black shoes or boots.

This uniform may also include an optional department issued navy blue hooded sweatshirt or vest and/or CBFPD belt buckle. An additional LS base layer in navy blue or black may be allowed under the T-shirt by the officer on duty during cold weather. Approved uniform style navy blue cargo shorts may be allowed in lieu of station pants May – September if worn with solid navy blue or black socks.

Class B Uniform (Duty Uniform) – Shall consist of department issued navy blue station pants, black belt, crew length (or higher) socks, and black shoes or boots in combination with an issued navy-blue or white LS or SS button-down shirt. **Shirt will include a CBFPD badge on the left chest, nametag centered immediately above the right pocket, rank insignia as appropriate on the collar, and approved commendation, association or certification pin(s) centered above the nametag.** A department issued navy blue or white LS or SS T-shirt may be worn under this uniform. A department issued polo style shirt or job shirt with a CBFPD logo may be worn in lieu of the button-down shirt.

Chief level Officers may also substitute khaki uniform-style pants when wearing a navy-blue T-shirt, hooded sweatshirt, polo or job shirt.

Class A Uniform (Formal Uniform) – Shall consist of the department issued formal uniform to include a dress jacket with badge and nametag, blue or white LS button down shirt, black men's or women's tie, dress slacks or skirt, black belt, crew length (or higher) dress socks and shined black shoes.

6103. UNIFORM POLICY

It is the policy of the Crested Butte Fire Protection District that members shall wear the proper uniform at all times when on-duty or engaged in district-related activities off-duty. Members shall maintain an adequate supply of uniforms to meet the needs of their assignment and maintain the uniforms in an acceptable condition. This policy does NOT supersede district regulations regarding the use of any personal protective equipment (PPE).

All on-duty administrative personnel are required to wear a minimum of the Class D uniform during normal work hours. On-duty personnel with response duties must wear a minimum of the Class C uniform while on-duty.

Class A, B and C uniform shirts must be worn tucked into the trousers with the exception of sweatshirts and job shirts.

Response-capable personnel should keep a Class B uniform ensemble immediately available when on-duty. An officer may request personnel upgrade to the Class B uniform when interacting with the public as they see fit.

6104. OUTERWEAR

Department issued jackets, vests and sweaters may be worn over any uniform other than a Class A Uniform. Uniform jackets, vests and sweaters may not be worn when a wildland or structural personal protective equipment (PPE) ensemble is warranted. Officers should apply rank insignia to their jacket vest or sweater to ensure their identification by members, co-responders and the public.

Department issued hats may be worn facing forward except when a helmet is warranted or when wearing of a hat is deemed to be inappropriate or impolite (i.e. during a ceremony or semi-formal event).

Sunglasses and gloves may be worn outdoors as needed and should be removed when indoors.

Department issued neck buff and/or bandanas may be worn as needed.

Outerwear NOT issued by the department may NOT be worn when on-duty unless approved in writing by the EMS and Fire Chief.

6105. PHYSICAL FITNESS (CLASS E) UNIFORM

The physical fitness uniform shall primarily be worn when engaged in physical fitness activities. It may also be worn in quarters during sleeping hours (2200 – 0600) and shall be considered the minimum acceptable attire when sleeping in District facilities. The fitness uniform shall be covered with an appropriate work uniform or combination of PPE and work uniform when outside District facilities.

6106. FORMAL (CLASS A) DRESS UNIFORM

Dress uniforms may be issued at the discretion of the District to recognize rank, longevity and/or specific duties (i.e. honor guard). In the event a full dress uniform is not issued a black men's or women's tie may be substituted. Dress uniforms shall be worn as directed for formal events including but not limited to ceremonies, funerals, memorials, formal functions and other high-profile events.

6107. CHIEF-LEVEL OFFICERS AND FIRE PREVENTION PERSONNEL

Chief level officers and fire prevention personnel are expected to wear Class D or Class B uniforms during normal work hours. Class C uniforms may be worn in certain situations where the uniform is likely to become soiled.

6108. OFF-DUTY RESPONSE

Volunteers working regular shifts are expected to comply with this policy. Volunteer and/or paid members responding to an emergency directly from an off-duty status are not required to be in uniform. Personnel may wear wildland or structural PPE over their regular clothing provided such clothing does not create a safety hazard. Personnel coming in from an off-duty status to run medical calls or provide standby services should obtain a uniform as soon as practical. If a uniform cannot be obtained in a reasonable time frame the off-duty member should make every effort to wear department-issued outerwear and have their department issued ID.

6109. UNIFORM MAINTENANCE

- All issued uniform items are the property of the District.
- Uniforms shall be clean, neat and in good condition and should fit well.
- Boots and belts shall be clean and polished with black polish as needed.
- Metal badges and nametags shall be clean and free from excessive scratches.
- Requests should be made as soon as possible for the repair or replacement of damaged uniform items
- Old uniform items bearing the CBFPD logo should be destroyed when no longer serviceable.

6110. STANDARD UNIFORM ISSUE

Uniforms shall be issued and/or replaced at the discretion of the Fire Chief. Typical initial uniform allowance is as follows:

- Staff - 2 T-shirts, 1 Class B shirt, 1 job shirt, 2 pants, 1 pair of boots, 1 jacket
- Volunteers - 1 T-shirt, 1 pant, 1 pair of boots, 1 jacket

6111. BADGES AND LOGOS

Badges and logos are property of the District and may only be used for official purposes unless otherwise authorized in writing by a chief officer. Any loss or theft of a badge or logo item should be reported immediately.

6200. FINANCIAL POLICIES

6201. INTRODUCTION

The CBFPD is a special taxing district organized under the laws of the State of Colorado entrusted with significant public funds in order to accomplish our mission. In addition to all federal, state and local requirements, the following procedures are intended to ensure accountability of public funds within the organization.

6202. ACCOUNTING STANDARDS AND METHOD

The district will adhere to generally accepted accounting principles (GAAP) as interpreted by the Governmental Accounting Standards Board (GASB). The district will utilize a modified-accrual method of accounting that recognizes revenues at the time they are received and expenses at the time they are incurred. The fiscal year of the district shall be the calendar year. The district will utilize an electronic accounting system administered by the District Manager and will grant access to the accounting system as needed. The Treasurer of the Board of Directors shall have access to view all transactions within the system upon request.

6203. BUDGETING

The CEO shall serve as the Budget Officer for the district and shall submit a proposed budget for the following year to the Board of Directors no later than October 15th of each year. The Board of Directors will adopt a balanced budget, budget message, and certify the district's property tax mill levy no later than December 15th of each year for the following year. At a minimum The budget shall include:

- Anticipated revenues classified as amounts to be received from taxes, fees and miscellaneous revenues
- Proposed expenditures for current operations during the fiscal year detailed by department and/or fund.
- Required expenditures for debt service
- Proposed capital expenditures and the method of financing of such expenditures
- Amounts to be held in reserve.

- Anticipated beginning and ending balances for all funds.

The district may amend the budget as allowed by law and circumstances by action of the Board of Directors. Amendments will not be required for transfers between budget lines provided the adopted appropriation level for each fund is not exceeded.

The Board of Directors will receive regular reports of budget performance at least quarterly.

6204. ANNUAL AUDIT

The District Manager will ensure an independent annual audit of the district's finances is completed in accordance with statutory requirements and Board of Directors Bylaws. Additional financial or performance audits may be conducted at the discretion of the Board of Directors.

6205. CAPITAL ASSETS

The district will classify as capital assets all land, buildings, vehicles, equipment and software with a purchase cost of greater than \$5,000 AND a useful life of greater than 3 years.

Capital Assets, excluding land, will be depreciated utilizing the straight line method over the following ranges of useful life:

- Buildings 30 years
- Other infrastructure improvements 10 to 30 years
- Vehicles 5 to 20 years
- Equipment and software 3 to 30 years

The district shall inventory all capital assets to include year of acquisition, cost, funding source and estimated useful life.

6206. DEBT MANAGEMENT

Debt may be an effective way to finance capital improvements or to even out short-term revenue fluctuations. Properly managed debt preserves the district's credit rating, provides flexibility in current and future operating budgets, and allows the district to more effectively fulfill its mission. The district will not become indebted for any purpose or in any manner in an amount which, including existing indebtedness, shall exceed

ten (10) percent of the assessed valuation of the taxable property within the district. The district may utilize any legally allowable debt instrument as approved by the Board of Directors and/or the electorate.

6207. BANKING AND INVESTMENTS

District funds may only be deposited in an eligible public depository as required by C.R.S. 11-10.5-101 et seq. The Board of Directors will determine appropriate signatories by resolution as may be needed from time to time. At a minimum the Treasurer of the Board of Directors will be a signatory on all accounts.

The district will manage its investments as required by C.R.S. 24-75-601 et seq. As a general rule, however, the district will utilize local government investment pools for long term investment and reserve accounts as approved by the Board of Directors.

6208. PURCHASING

Department heads will have authority to make purchases up to \$5,000 for budgeted expenses. Purchases greater than \$5,000 for budgeted items will require a signed purchase order by the CEO. Purchases greater than \$100,000 require a purchase order with the signature of the CEO and Board Treasurer. The CEO may enter into contracts on behalf of the district for goods and services up to \$100,000 that have been duly budgeted. All unbudgeted expenses require the approval of the CEO and unbudgeted purchases of greater than \$5,000 also require board approval.

A public bidding and contracting process is required for all construction projects with an estimated value of \$60,000 or greater per C.R.S 32-1-1001 et seq and Section 215. Invitations to bid will be published in at least one newspaper of general circulation within district and on the district website.

For non-construction purchasing the district will exercise due diligence in order to secure the best value for products and services. Comparative price quotes or formal bids will be obtained from at least two sources for all purchases greater than 100,000 unless waived by the Board of Directors. Comparative pricing from two or more vendors for purchases greater than \$10,000 is strongly recommended. Participation in group purchasing organizations and the use of state bid pricing and vendors is also encouraged whenever practical.

6209. CREDIT CARDS

Key district personnel may be issued credit cards in order to facilitate the efficient conduct of business. Employees may only use issued cards for business related and duly budgeted expenses up to their card limits. All transactions must be accompanied

by a receipt of the purchase and any additional information useful for documenting the business purpose.

Credit card charges will be reviewed by the CEO and the misuse of credit cards may be grounds for disciplinary action.

6210. TRANSFERS

To the extent possible deposit and investment accounts will be set up to only allow transfers between district-owned accounts. Account transfers will be initiated as needed by the CEO and recorded by the Executive Assistant.

6211. RECONCILIATION

To the extent possible monthly bank statements will be requested in paper format to be mailed to the district. The District Manager will open and review all bank statements prior to turning them over to the Administrative Assistant for reconciliation. A reconciliation report will be provided to the District Manager at least monthly.

6212. ACCOUNTS RECEIVABLE

The District will generate invoices as needed for fire inspection fees, impact fees, training, special event and other miscellaneous revenue as needed with Net 30 terms. The administrative assistant will manage invoicing and payments as needed. The District Manager will review all accounts receivable and deposits on a monthly basis.

Billing for ambulance service will be outsourced to a suitable third party-vendor on a percentage of collection or flat fee basis as approved by the Board of Directors. The District Manager will monitor ambulance service billing and collections activity on a monthly basis and will have the authority to discount and/or waive ambulance bills for good cause. The conditions of such discounts or waivers shall be documented and provided to the board of directors at least annually.

6213. RECEIPTS AND DEPOSITS

Invoices may be used to track payment of fees charged by the district. All cash and credit card payments to the district will be issued a paper and/or electronic receipt at the time of payment. To the extent possible automatic deposits will be utilized for items such as for tax deposits, grants, and ambulance fees. When cash is received at least 2 employees will verify the cash amount matches the receipts recorded and that the cash deposited as shown on the deposit slip matches the amount recorded.

6214. ACCOUNTS PAYABLE

Blank check stock will be kept in a secured location with access limited to non-signatories.

Invoices received for goods and services will be reviewed and approved for payment by department heads prior to processing. As a general rule an invoice is required for payment and must be archived with the relevant payment. Multiple invoices may be paid off a statement provided the underlying invoices are approved and archived. If no invoice is available a statement may be approved for payment in rare circumstances.

The Executive Assistant or designee will process payments and print checks to vendors as needed. An authorized signer other than the processor will then sign checks. Under no circumstances will authorized signers be allowed to sign checks payable to themselves, immediate family members, or businesses under their ownership.

6215. ELECTRONIC PAYMENTS

To the extent possible the district may make use of electronic payment systems to pay regular vendors of the district. The CEO will approve all new vendors set up for electronic payment and periodically review the list of vendors. The Executive Assistant or designee may make electronic payments upon receipt of an approved invoice. Confirmations of electronic payments will be sent to the CEO.

6300. AMBULANCE SERVICE BILLING POLICIES

6301. BILLING POLICY STATEMENT

The CBFPD is a special taxing district organized under the laws of the State of Colorado that has provided emergency medical services (EMS) and ambulance transportation to the community since 1975. While it is unlikely that the District could ever recover the full cost of providing ambulance service, the District will seek to recover costs to the extent possible through billing for ambulance transportation and related services.

6302. BILLING PROCEDURE

The District will bill users of ambulance service in accordance with applicable state and federal guidelines. The CBFPD will contract with reputable outside firm(s) to perform billing and collection services on the District's behalf. The Chief Executive Officer (CEO) will serve as the primary contact for outside contractors.

6303. FEE SCHEDULE

The ambulance rate schedule is adopted as follows:

Description	Rate
Basic Life Support (Emergency & Non-Emergency)	\$850
Advanced Life Support (Emergency, Non-Emergency & ALS 2)	\$1,100.00
Specialty Care Transport	\$1,500.00
Mileage	\$22.00 / loaded mile
Treatment / No Transport	\$200.00
Standby (Per Hour)	\$125.00

6304. RESIDENT AND TAXPAYER DISCOUNTS

CBFPD recognizes that the residents and taxpayers of the district make substantial annual payments to ensure the availability of emergency services. As such residents will be billed on an “insurance only” basis with any out-of-pocket, copayments or deductible expenses waived. Residency will be established through either a local mailing address or proof of ownership of taxable property within the District at the time the charges were incurred.

6305. FINANCIAL HARDSHIP AND SPECIAL CIRCUMSTANCES

CBFPD will consider other requests for discounts or write offs on a case-by-case basis. Requests should be made to the CEO. Additional documentation of hardship or financial status may be required. The CEO will make a determination on the request and communicate the determination to the requestor and applicable billing and collections contractors. Determinations may be appealed to the Board of Directors.

6306. ADOPTION & EFFECTIVE DATE

This Ambulance Billing policy was duly adopted by a motion of Crested Butte Fire Protection District Board of Directors after a properly noticed public hearing on July 9, 2019. Rates are effective July 10, 2019.

6400. MEMBER HOUSING AND DOWN PAYMENT ASSISTANCE

6401. AUTHORITY AND POLICY STATEMENT

The Crested Butte Fire Protection District modified its Service Plan in 2015 to allow for the provision of employee housing. The District has acquired a number of units for rental to employees and/or volunteers and has also implemented a down-payment assistance / employee home ownership program (EHOP) to help members obtain local and/or nearby housing.

6402. DISTRICT-OWNED UNITS

The District board has the authority to purchase and/or construct employee housing units as it deems necessary. Units owned by the District will be made available as outlined in this policy. Employee Housing Licensing Agreements (Rental Agreements) will be executed with members wishing to occupy the units. The District may manage and maintain the units with existing staff or outside contractors.

6403. RENTAL UNIT ELIGIBILITY – LONG TERM

Availability Rental units owned by the district will be made available for rent to members as determined by District management and the Board of Directors.

General Eligibility: Current employees and active volunteers of the Fire District in good standing who do not currently own improved residential property within Gunnison County will be eligible to rent units on a long-term basis of up to 5 years.

Occupancy Requirements:

1 Bedroom Units:	1 - 2 people
2 Bedroom Units:	2 - 4 people
3 Bedroom Units:	3 - 5 people

Preference: Full-Time employees will be given preference over part-time employees or volunteers. Qualified and interested members meeting the occupancy requirements will be offered the opportunity to lease units based on longevity points with the district. Longevity will be calculated as follows based on district records:

- 1 year of full-time service = 3 longevity points
- 1 year of active volunteer service = 2 longevity points
- 1 year of reserve volunteer service or part time service = 1 longevity point

If 2 or more eligible members wish to share a unit the longevity

points for each will be added together to determine a combined longevity ranking

- Term: 1-year renewable lease terms will be offered with an option to terminate with 30-day notice by the tenant or the District. Leases will be automatically terminated with 30-day notice if the tenant is no longer employed by the CBFPD or does not meet volunteer active status requirements for the previous year. Tenancy of 5 years or more will be discouraged and will require approval by District management.
- Rates: 1 Bedroom Units: \$975 / month
2 Bedroom Units: \$1,350 / month
3 Bedroom Units: \$1,750 / month
- General Rules: Requirements as outlined in Section 10 of the Rental Agreement
1 -2 pets may be allowed in conjunction with a \$100 pet deposit. Additional rules may apply to specific units as noted below.
- Application: Availability of units will be announced by email to all employees and/or volunteers with a cutoff date for applications. Interested members may be required to fill out an application form as specified by the District.
- Deposit: A damage and security deposit of \$500 will be required.

6404. ADDITIONAL RULES 819, 821 & 823 TEOCALL AVE

- No smoking or vaping will be allowed inside the units
- No commercial activity or business use of the property
- Two vehicles per unit will be allowed to parked on site in designated spaces
- A third vehicle may be parked inside the garage by the tenant of 3-bedroom unit.
- Access must be maintained to fire alarm panels and sprinkler control valves
- Tenants will be responsible for clearing snow from their decks, porches and walkways
- No oversize vehicles, trailers or equipment may be stored in on-site parking spaces.

- Bicycles and other minor recreational equipment may be stored on porches and decks provided ingress and egress is not impeded.
- Street parking may be utilized in accordance with Town regulations

6405. ADDITIONAL RULES 10 NINTH STREET

- No smoking or vaping will be allowed inside the unit
- No commercial activity or business use of the property
- Dedicated on-site parking is not provided.
- Access must be maintained to fire alarm panels and sprinkler control valves
- Tenants will be responsible for clearing snow from their decks, porches and walkways
- Bicycles and other minor recreational equipment may be stored in the assigned storage shed or on porches provided ingress and egress is not impeded.
- Street parking may be utilized in accordance with Town regulations

6406. ADDITIONAL REQUIREMENTS – MASTER LEASES

Members residing in master leased properties not owned by the First District shall comply with any additional terms specified in the master lease agreement with the landlord.

6407. RENTAL UNIT ELIGIBILITY – SHORT TERM

The District may make or more units available for the purpose of short-term rental to new employees or members actively transitioning to living permanently within the District. Short term units may be offered for up to 1-year period on a month-to-month basis. The initial six months of the lease term may be subsidized at up to 50% of the rates specified in Section 1703 for the purpose of allowing a new employee to accumulate a down payment for future housing. Extensions beyond 12 months may be considered on a case-by-case basis. Short term rentals will be managed by the Chief Executive Officer or his or her designee.

6408. EMPLOYEE HOME OWNERSHIP PROGRAM (EHOP)

Assistance loans will be made on a first-come first serve basis as funds are available. The program will be funded at the discretion of the board of directors administered by Impact Development Fund (IDF).

6409. EHOP PROGRAM GUIDELINES

Eligible Borrowers: Full time employees of the Crested Butte Fire Protection District (CBFPD) in good standing with at least 1 year of service with the District or an active volunteer or part-time member with 5 or more years of active service, purchasing a primary residence. Employees must not own other improved residential property within 100 driving miles of the Town of Crested Butte on roadways maintained year-round.

Eligible Properties: Residential properties to include single family homes, condominiums, townhomes, duplexes, modular homes or manufactured homes on a permanent foundation taxed as real property within the Fire Protection District* or within 100 driving miles of the Town of Crested Butte on roadways maintained year-round*

**Assistance amounts vary depending on location of property and deed restricted properties.*

Max. Purchase Price: None
Income Threshold: No income limitations

Loan Amounts: EHOP assistance for properties **within** the Fire Protection District are eligible for up to \$40,000 in loan funds. Properties **outside** the District but within 100 miles of the Town are eligible for up to \$20,000 in loan funds.

EHOP loan amounts that exceed 20% of the purchase price require CBFPD approval prior to Impact Development Fund issuing loan commitment.

Application of Funds: EHOP funds may only be used for down payment requirements related to the primary mortgage loan.

Compatible Mortgages: EHOP funds may be used in conjunction with conforming conventional and certain portfolio programs that offer fixed or intermediate variable rate terms designed for entry-level buyers. (i.e. FLEX, My Community, 5/1, 7/1, etc.). *FHA, VA, Subprime and other non-conforming products are **not permitted.***

Loan to Value: Maximum Combined Loan to Value is 100% of purchase price.

Debt Ratio: Monthly payments on all debt, including mortgage, credit cards, automobile loans, school loans, etc., **may not exceed 43% of gross (before tax) income.**

Minimum Investment: Borrower must have a minimum investment of 5% of the purchase price from a source acceptable to the primary lender. In no case may the Seller or the premium pricing of the mortgage interest rate satisfy the minimum requirement.

Assets: Borrower may not have verified net assets in excess of one and one half times the household income, excluding government approved retirement funds.

Homebuyer Training: Required on all loans, as evidenced by a Fannie Mae, Freddie Mac, HUD, or CHFA-approved provider.

Term: Maximum term is 15 years.

Fees: IDF origination fee charged at closing. Fees are subject to change per Impact Development Fund (IDF) fee schedule.

Collateral: Subordinate lien secured by a Deed of Trust on subject real property.

Exceptions Policy: All aspects of the CBFPD EHOP eligibility and underwriting criteria are subject to CBFPD exception authority.

Repayment: CBFPD EHOP funds are disbursed as an Equity Share Mortgage, which may be repaid at any time. Repayments will include principal plus a pro rata share of the recognized appreciation (if any) based upon the percentage of the EHOP equity share to the original purchase price.

Equity Share Example:	Original Purchase Price	\$500,000
	EHOP Loan	\$20,000
	EHOP to Original Purchase Price Ratio	4.00%
Payoff Calculation:	Future Sales Price	\$550,000
	Gross Appreciation	\$50,000
	Shared Appreciation (\$50,000 x 4.0%)	\$2,000
	EHOP Loan Principal	\$20,000
	Equity Share	\$2,000
Total EHOP Loan Repayment		\$22,000

Application: Primary mortgage loan officer shall submit to Impact Development Fund the Loan File Checklist complete with all documentation show on the form.

Processing: Impact Development Fund will order title commitment and evidence of hazard insurance. Final equity share loan documents are delivered

electronically to loan officer for presentation to borrower. All outstanding items must be cleared prior to funding.

Closing: Impact Development Fund will deliver closing instructions and loan proceeds directly to the title company. Funds transferred by wire should be sent 24 hours prior to scheduled closing date. The loan officer shall advise of any schedule changes as soon as possible.

Fees Collected: The origination fee is collected at closing, in addition to the public recording fee for the deed of trust (4 pages), and will appear on the Closing Disclosure (CD). All settlement figures should appear on a separate CD. IDF will review and approve the final first mortgage CD prior to funding.

Requirements: The Eligible Borrower's loan officer shall present all required documents at, or prior to, closing. The borrower and loan officer shall execute the Lender Certification form, acknowledging disclosure of all loan terms and contact information.

Settlement: No changes to loan documents or loan amount shown on the Closing Disclosure are permitted.

Post-Closing: The original deed will be recorded by title with all other original EHOP loan documents returned to Impact Development Fund via overnight courier.

6410. HOUSING STIPEND FOR EMPLOYEES NOT UTILIZING HOUSING PROGRAMS

The CBFPD recognizes the high cost and limited availability of housing within the district boundaries and appreciates the efforts of employees to maintain residency within or near the District. To recognize these efforts a housing stipend is provided to offset housing costs and/or commuting expenses for full and regular part-time employees not otherwise participating in District-sponsored rental or ownership programs. Stipends are not contingent on hours worked and will be paid on a bi-weekly basis based on physical address as follows:

Residency within CBFPD Boundaries - \$200
Other Areas of Gunnison County - \$150
Any other location - \$100

6500. SOCIAL MEDIA AND INTERNET

6501. GENERAL POLICY STATEMENT

The Crested Butte Fire Protection District (CBFPD or “the Agency”), understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, co-workers, or others around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about member use of social media, we have established this policy.

We are committed to ensuring our staff members’ use of social media does not violate Federal or state privacy, copyright, defamation or discrimination laws. For example, CBFPD is required under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to ensure that any protected health information (“PHI”) that we create, receive, use, or store is not improperly used or disclosed through any means, including the Internet. We are also committed to, and have a legitimate interest in, protecting our business interests, our working relationships with other organizations, and our confidential and proprietary information.

This policy is not intended to restrict your legal rights, such as your right to engage in responsible social media discussions about things such as wages, benefits, hours, or working conditions. Rather, this policy is designed to help avoid claims against CBFPD or its personnel for things like: HIPAA violations, invasion of privacy, breach of contract, defamation, unlawful discrimination, and unlawful harassment. Put simply, it helps protect you and our Agency.

This policy will not be applied or construed in any way that might limit or improperly interfere with any applicable legal rights of CBFPD staff members, including, but not limited to, any rights under Federal or state labor laws.

6502. SCOPE

This policy applies to all CBFPD staff members - employees, volunteers, trainees, and other Agency personnel. The policy applies to activity on the Internet including, but not limited to, social media sites such as Facebook, Twitter, Flickr, YouTube, etc., as well as other websites (such as web blogs) – basically any Internet site where you can post information and/or images and communicate electronically.

6503. PROCEDURE

In general, members should think carefully before posting online, because most online social platforms are open for all to see. Despite privacy policies, members cannot always be sure who will view, share, or archive the information that is posted. Before posting anything, you should remember that you are responsible for what is posted online. It is always best to carefully consider the risks and rewards with respect to each posting, and to use your best judgment and exercise personal responsibility when

posting to any social media sites. If you have any doubt about what you are about to post online, it is probably better not to post it, since once something is placed in cyberspace, it is often difficult to retract the message or image.

CBFPD will apply this policy in a fair and non-discriminatory manner, consistent with all applicable laws. Keep in mind that any conduct that adversely affects your job performance, the job performance of other staff members, our patients, customers, suppliers, other agencies or entities we work with (including others who work on behalf of our Agency), or otherwise adversely affects the legitimate business interests of CBFPD may result in corrective counseling or disciplinary action up to and including termination.

6504. WHAT MAY NOT BE POSTED ON THE INTERNET AND SOCIAL MEDIA

Posting the following types of information on the Internet is specifically prohibited and may lead to corrective counseling and discipline up to and including termination:

Protected Health Information. You may not post or otherwise disseminate protected health information (PHI) on the Internet or social media site in any form (text, photo, audio, or video). Information that you learn and/or collect about patients while performing duties for CBFPD is generally going to fall under the category of PHI whenever it identifies or reasonably could be used to identify a patient. Things that identify a patient include, but are not limited to, a patient's:

- First, last or full name
- Street address, city, county, or zip code
- Date of birth
- Phone number
- Social security number
- Medical record number
- Health plan number
- Account number
- Driver's license number
- Vehicle identification number or license plate number
- Image or video where the image or video shows the patient's face or other identifying feature

In addition, any information that might reasonably identify a patient could also be PHI. For example, images or videos of a patient's body or body parts, information about specific response locations and destinations, or information about the nature of an illness, injury, or incident could be enough to identify a patient and could constitute PHI. Please refer to the definition of PHI in this policy and ask our HIPAA Compliance Officer if you have any questions about what is PHI. A good question to ask in order to determine whether the information is PHI is this: *Would someone who knows the patient be able to identify the patient from the information?* If so, as a general rule you should not post it.

Confidential or Proprietary Information about CBFPD or the Agencies We Work with.

You may not post confidential or proprietary information about CBFPD or any organization or person that CBFPD interacts with in conducting business. This means you should not be sharing things like undisclosed details that are not publicly known or obtainable, about our contractual arrangements or other confidential business information with other parties. You may consult with a supervisor if you have any questions about what information might fall under this definition.

Explicit or Obscene Sexual Images or Content. You may not post lewd or obscene photographs, images, or any content (text, images or videos) of a sexually explicit nature while in Agency uniform or with Agency equipment or logos in view.

Unauthorized Postings Portrayed as Being From CBFPD. You may not represent that you are speaking or posting on behalf of CBFPD without the permission of the Agency. You should never represent yourself as a spokesperson for CBFPD unless you are designated as a spokesperson for the Agency.

Content That Unlawfully Harasses, Threatens, or Discriminates Against Others. You may not post content that violates our policies against unlawful harassment and discrimination. Carefully read these policies and ensure your postings are consistent with them. Postings that include discriminatory remarks, harassment, and threats of violence or similar unlawful conduct will not be tolerated. Examples include inappropriate sexual comments about other staff members or discriminatory comments based on age, race, sex, sexual orientation, national origin, ethnicity, disability, religion, veteran's status or other legally protected class, status, or characteristic.

6505. GENERAL RULES ABOUT SOCIAL NETWORKING IN THE WORKPLACE

No Expectation of Privacy on Agency Devices. You should be aware that any Internet activity performed on Agency-owned, operated, or controlled equipment or via Agency Internet (hard-wired or wireless) may be monitored at any time and without notice to ensure compliance with the law and this policy. This includes Agency

workstations, laptops, mobile data terminals, smart phones, and other electronic devices.

No Access to Illegal or Pornographic Sites. You may not access any unlawful sites or any lewd or sexually explicit sites (such as pornography sites) through CBFPD equipment or through the Agency Internet connection (hard-wired or wireless) at any time. In addition, you may not access such sites with personal equipment while on CBFPD premises or at any time through Agency hard-wired or wireless networks.

No Social Networking during Working Time. You should not engage in social networking activities while engaged in patient care activities or in patient care areas, while performing work duties (including when operating CBFPD vehicles or while in an Agency vehicle even when not driving) or when work assignments (such as clean up, restocking, or PCR completion) are not completed. However, you are permitted to access the Internet on your own personal equipment when you are not on working time. Non-working time is when you have completed all work duties and no assignments or work is pending, such as when you are on a designated meal or break period, or when you would otherwise be permitted to watch TV, relax in the crew lounge, or engage in other personal activities while on duty.

No Taking Videos or Images during Responses or In Areas Where PHI May be Exposed. To avoid the potential risk of improper disclosure of PHI, as well as to avoid unsafe distractions, you should refrain from taking any images or videos of any kind while on an incident response, while treating or transporting patients or otherwise engaged in incident activities unless expressly authorized to do so by CBFPD. Remember, your main focus should be on patient care and the incident itself. This prohibition includes taking videos or images in the billing office, file room, or other areas where patient information may potentially be captured in an image.

Posting on CBFPD-Sponsored Sites. CBFPD may use various Internet and social networking tools to communicate with and engage the public and our staff members. Those tools (Facebook, YouTube, Twitter, etc.) are meant to be used in support of CBFPD's business objectives. If CBFPD engages in such communication, the following procedures apply -- both on CBFPD-sponsored sites and in official comments on other sites:

CBFPD's social networking or blog posts and comments will be accurate and factual and CBFPD will acknowledge and correct mistakes promptly.

On any official sites, pages, or blogs, CBFPD will at its discretion delete spam and comments that are off-topic or inappropriate, and will reply to emails and comments when deemed appropriate.

Sensitive Personal Information about Others. To reduce the risk of identity theft, Medicare and Medicaid fraud, illegal stalking, and other similar illegal conduct, you should not disclose personally identifiable information (such as contact information obtained from CBFPD files or records), Social Security numbers, credit or debit card or financial account numbers, medical insurance or account numbers or other similar information about staff members, patients, customers or vendors on the Internet.

Use of CBFPD Logo and Uniforms in Images or Video. You should not use the CBFPD logo, trademark or proprietary graphics in a way which suggests that you are representing the Agency or while you are engaged in any conduct that violates the law or CBFPD policies. For example, you should not create a social media page using the CBFPD logo in a way that might suggest to readers that CBFPD is sponsoring the page. You should not post images or videos of yourself or your co-workers that identify you as CBFPD staff members or that show you in an CBFPD uniform when that image or video depicts you or your co-workers engaging in what appears to be illegal or immoral conduct (such as acts of violence or the use of illegal drugs), or violations of Agency policy, even if it is being done as a joke.

6506. GUIDELINES FOR POSTING

The following are intended as suggestions to help guide you when posting images or content on the Internet. These are things you should consider while engaged in social networking activities:

Make it Clear You are Speaking on Your own Behalf. If it is not obvious from the content, if you post any comments about CBFPD on the Internet you should consider:

Disclosing your connection with CBFPD.

Using a personal email address (not your CBFPD address) as your primary means of identification and contact.

Whenever possible, you should make it clear you are speaking for yourself and not on behalf of CBFPD when posting any content related to CBFPD. Where it is not clear or obvious from the content that the post is your own opinion or view and not that of CBFPD, you should consider using the following disclaimer:

"The views expressed on this [post; blog; website] are my own and have not been reviewed or approved by my employer."

You should consider adding this language in an "About me" section of your blog or social networking profile.

Be Considerate. You should be fair, courteous, and considerate of CBFPD staff members, our customers, other agencies we work with and, most importantly, our patients when posting on the Internet and social media sites. Also, please consider that you are more likely to resolve workplace issues and concerns you may have with another person by speaking to him or her directly or by using our internal resolution procedures than by posting complaints to a social media site. Nevertheless, if you decide to post complaints or criticism, you should avoid using statements, images, video or audio that reasonably could be viewed as malicious, obscene, vulgar, threatening or intimidating, defamatory, that disparages patients, other agency staff members and other agencies with whom we work, or that might constitute illegal harassment or bullying, or illegal discrimination. Examples of such conduct might include offensive posts meant to harm CBFPD or an individual; or posts that could contribute to a hostile work environment or discriminate on the basis of age, race, sex, sexual orientation, national origin, ethnicity, disability, religion, veteran's status or other legally protected class, status, or characteristic.

Be Honest and Accurate. You should strive to always be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open and honest about any previous posts you have altered. Remember that the Internet archives almost everything; so even deleted postings can often be recovered. You should not post any information or rumors that you know to be false about CBFPD, other staff members, customers, patients, our business partners or our competitors.

6507. RETALIATION PROHIBITED

CBFPD prohibits taking adverse action against any staff member who makes a good faith report of a possible violation of this policy or for cooperating in an investigation. Any staff member who retaliates against another staff member for reporting a possible deviation from this policy or for cooperating in an investigation may be subject to disciplinary action, up to and including termination from employment.

6508. QUESTIONS REGARDING THIS POLICY

If you have any questions about the details or scope of this policy, please contact your supervisor or a Chief Officer. If you are unsure if a comment or image you are about to post is acceptable or not acceptable under this or any other CBFPD policy, you are always welcome to discuss it with your supervisor or District management.

6600. ANIMALS IN THE WORKPLACE

6601. SERVICE ANIMALS

Trained service animals are welcome in all District facilities and vehicles. Customers with service animals should be consulted regarding the appropriate care and/or transportation of their animal. District members who wish to have service animals accompany them regularly at work should consult the Chief Executive Officer regarding suitable arrangements for the service animal based on the member's role, responsibilities and schedule.

EHOP Programs

Program:	Eagle County Paramedics (EHOP)	Eagle County (EHOP)	Town of Eagle (EHOP)
Use of Funds	Down payment, closing costs and prepaid items related to the primary loan.	Provide a secured loan for down payment/closing cost/interest rate reduction assistance.	Provide a secured loan for down payment/closing cost/interest rate reduction assistance.
Service Area	Within Eagle County	Primary Residence in Eagle County.	Primary Residence in Eagle County.
Interest Rate	0% for first 5 years	Pro Rata Share of Equity	0% for loan amounts \$10,000 or less Loan amounts \$10,001 to \$40,000 will be equal to the Long Term AFR as published by IRS during month of application. Fixed for duration.
CLTV Max	100%	105%	105%
Borrower	Full time employees of Eagle County Paramedics who worked continuously for the District for six months or longer.	Year round employees of Eagle County who are in good standing and work at least 30 hours who own no other residential property in Eagle County. Employees who own residential property outside of Eagle County must have the property currently listed for sale or rented at fair market value. Only one EHOP loan per household.	Regular, permanent full time employees of the town of Eagle with at least 6 months service with the town.. Only one EHOP loan per household.
Homebuyer Education	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling

EHOP Programs

Compatible First Mortgage	Conventional, Rural Development, or VA	Conventional, Rural Development, or VA *may be used with other Eagle City Housing DPA's	Conventional, Rural Development or VA
Term	5 years (60 months)	30 year term	15 year term
Loan Amount	20% of purchase price up to \$100,000 whichever is less.	\$50,000 maximum	\$40,000 within the Town of Eagle/ \$20,000 outside town of Eagle but located within Eagle County
Income	No Income Limitations	No Income Limitations	No Income Limitations
Minimum Borrower Investment	5% minimum down payment. Employees who are other than first-time homebuyers shall commit to a 10% minimum down payment.	50% of the total Eagle County loan amount. Minimum investment of \$3,000.	\$3,000
Loan Fees	\$350	\$350	\$400
DTI Max	45%	45%	45%
Repayment	Loans repaid in full within the initial 24 month period will include loan principal only. Repayments that occur thereafter will include loan principal plus a pro rata share of recognized appreciation (if any) based upon the percentage of the EHOP loan to the original purchase price.	Loans repaid in full within the initial 24 month period will include loan principal only. Repayments that occur thereafter will include loan principal plus a pro rata share of recognized appreciation (if any) based upon the percentage of the EHOP loan to the original purchase price.	Monthly payment of principal and interest to full amortize the loan within the original terms. Lump sum repayment required upon property sale, refinance of primary mortgage, or if the home is no longer occupied as the primary residence. No prepayment penalties.

EHOP Programs

Program:	Colorado River Water Conservation District (EHOP)	Eagle River Water and Sanitation District (EHOP)	Pitkin County (EHOP)
Use of Funds	Provide a secured loan for down payment/closing cost/interest rate reduction assistance.	Provide a secured loan for down payment only. Funds can NOT be used for closing costs or associated loan fees.	Provide a secured loan for down payment/closing cost and pre-paid items related to the primary loan.
Service Area	Primary Residence must be located within 30 miles of regular job location.	Primary Residence in Eagle County	Primary Residence must be located within all of Pitkin County, or parts of Eagle, Gunnison and Garfield counties along RFTA corridor to Rifle, Hwy 133 to Marble, or Frying Pan.
Interest Rate	WSJ prime less 1%, minimum rate of 2%.	Pro Rata Share of Equity	Fixed interest rate equal to 110% of the Long-Term AFR as published during the month the EHOP application is received.
CLTV Max	105%	97%	105%
Borrower	Regular, permanent full time employees of the district who are making their first home purchase since becoming an employee of the district or experiencing a status change requiring relocation or change of ownership. Only one EHOP loan per household.	Regular full time employees with one year of employment and pre-approval from the district. Employee must not own other developed residential property within Eagle, Pitkin, Garfield, Summit or Lake counties. Only one EHOP loan per household.	Regular employees who work at least 1500 hours a year or more for Pitkin County. One employee loan per household.
Homebuyer Education	No homebuyer training class is required to participate in the EHOP program.	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling

EHOP Programs

Compatible First Mortgage	Conventional, Rural Development or VA	Mortgage financing through a reputable lending institution	Conventional, Rural Development or VA
Term	15 year term	15 year term	15 year term
Loan Amount	20% of purchase price, max of \$75,000	17% of the purchase price or \$245,000.00 whichever is less. EHOP loan can be stacked with other sources of funds.	15% of purchase price, max of \$50,000
Income	No Income Limitations	No Income Limitations	No Income Limitations
Minimum Borrower Investment	No minimum investment required to participate in EHOP program.	3% of the purchase price	\$3,000 or 2% of purchase price, whichever is greater.
Loan Fees	\$400	\$350	\$400
DTI Max	No DTI limits	45%	45%
Repayment	Monthly payments over 35 year amortization, 15 year balloon payment. Upon the 5th anniversary of the loan 20% of the original principal will be forgiven by the District provided employee maintains all conditions for program Eligibility. Upon 10th anniversary an additional 20%, 15th up to another 20% will be forgiven.	Equity Share Mortgage may be repaid at any time. Repayments will include principal plus pro rata share of the recognized appreciation (if any) based upon the percentage of the EHOP equity share to the original purchase price.	Monthly payment of principal and interest. Payments calculated on a 30 year amortization schedule and balloon payment at the 15 year maturity. Balloon payment will consist of remaining outstanding balance less any forgiveness approved by the County. Employees with uninterrupted service and in good standing with Pitkin County and all terms of the loan agreement will receive a principal reduction equal to 50% of the interest paid at the time of loan maturity.

EHOP Programs

Program:	Town of Vail (EHOP)	City of Aspen (EHOP)	Mt. Crested Butte Water and Sanitation District (EHOP)
Use of Funds	Equity Share Mortgage funds may only be used for down payment/closing cost and pre-paid items related to the primary loan.	Provide a secured loan for down payment/closing cost/interest rate reduction assistance	Provide a secured loan for down payment assistance
Service Area	Primary Residence in Town of Vail limits or within 50 miles of Town.	Primary residence only. Aspen Pitkin Housing Authority (APCHA) properties only.	Primary residence only. Property located in Gunnison County within 20-minute response time, an area generally defined to the north as the Town of Mt. Crested Butte, to east and west as the Town of Crested Butte and Meridian Lake Park, and to the south as Crested Butte South Metropolitan District.
Interest Rate	Pro Rata Share of Equity	Fixed at time of application. Equal to most recently published 10-year U.S. Treasury rate.	Interest rate index established at time of application as published on ColotrustPlus, +2.00% margin. Employee shall receive a discounted interest rate equal to ColotrustPlus + 1.00% while employed with the District. If employee terminates employment with the District, the interest rate will default back to the note rate as established at application.
CLTV	100%	100%	100%
Borrower	Full time employees of the Town of Vail working at least 40 hours per week in good standing with 6 months of service with the Town. Only one EHOP loan per household.	Regular full-time employees in good standing, with the City who own no other residential property within the ownership exclusion zone identified by Aspen Pitkin County Housing Authority (APCHA). One employee loan per household.	Non-probationary regular full-time employees in good standing with The District who own no other residential property in Gunnison County. If property owned outside of Gunnison County must have the property currently listed for sale or rented at fair market value. One employee loan per household.
Homebuyer Education	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling

EHOP Programs

Compatible First Mortgage	Conventional, Rural Development	Conventional, Rural Development, VA, USDA or FHA	Employees and co-borrower(s) must qualify for primary mortgage financing through reputable lending institution offering terms acceptable to both employee and the District.
Term	15 year term	15 year term	15 year term
Loan Amount	Properties within the Town of Vail town limits are eligible for up to \$120,000 in assistance. Properties outside the Town limits but within 50 miles of the town are eligible for up to \$75,000 in assistance. Properties in or outside the town that are <i>deed restricted</i> are eligible for assistance up to 10% of the purchase price (pending increase).	10% of purchase price, max of \$30,000. Primary mortgage loan amount of \$800,000 or less.	10% of purchase price, max of \$20,000
Income	No Income Limitations	Income limitations and a household's net assets are determined by APCHA ownership guidelines. Currently, a household's net assets shall not exceed \$900,000 per	No Income Limitations
Minimum Borrower Investment	5% of the purchase price.	No minimum investment required.	\$3,000 or 1% of purchase price, whichever is greater.
Loan Fees	\$350	\$400	\$400
DTI	43%	43%	45%
Repayment	Repayments include loan principal plus a pro rata share of recognized appreciation (if any) based upon the percentage of the EHOP loan to the original purchase price.	Monthly payment of principal and interest to fully amortize the loan within the original term. Lump sum repayment is required upon property sale, refinance of the primary mortgage, or the home is no longer occupied as the primary residence. There are no prepayment penalties.	Monthly payment of principal and interest to fully amortize the loan within the original term. Lump sum repayment is required upon property sale, refinance of the primary mortgage, or the home is no longer occupied as the primary residence. There are no prepayment penalties.

EHOP Programs

Program:	Crested Butte Fire Protection District (EHOP)	Greeley Home Ownership Program for Employees (GHOPE)	East West Hospitality EHOP
Use of Funds	Provide a secured loan for down payment assistance	Provide a secured loan for down payment assistance	Provide a secured loan for down payment/closing cost and pre-paid items related to primary loan.
Service Area	Single family homes, condominiums, townhomes, duplexes, modular homes or manufactured homes on a permanent foundation taxed as real property within the Fire Protection District* or within 100 driving miles of the Town of Crested Butte on roadways maintained year-round.*	Primary residence only. Eligible employees must purchase a home within either the University or the Redevelopment Districts (referred to as the G-HOPE Boundary; see map)	Property within the jurisdictional boundaries of Eagle County.
Interest Rate	Pro Rata Share of Equity	0.00%	Pro Rata Share of Equity
CLTV	100%	100%	Minimum first mortgage LTV of 80% and Maximum CLTV is 105% of purchase price
Borrower	In good standing with at least 1 year of service with the District or an active volunteer or part-time member with 5 or more years of active service, purchasing a primary residence. Employees must not own other improved residential property within 100 driving miles of the Town of Crested Butte on roadways maintained year-round.	Regular, full-time employees of the City of Greeley, University of Northern Colorado, Weld School District 6, Banner Health/NCMC, Frontier Academy Charter School, Sunrise Community Health, or North Range Behavioral Health at the time of home purchase. One employee loan per household.	Full-time, year-round East West Hospitality employees with at least 5 years of continuous employment with EWH and employed in Eagle County. Based on first come first served. Must be pre-qualified for the primary loan and must qualify for the Eagle County Loan Fund (ECLF) down payment assistance Program.
Homebuyer Education	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling	Fannie, Freddie, HUD or CHFA Approved homeownership counseling

EHOP Programs

Compatible First Mortgage	Conventional, Rural Development, VA, USDA)	Conventional, Rural Development, VA, USDA & FHA	Conventional, Rural Development or VA
Term	15 year term	5 year term	30 year term
Loan Amount	\$40,000 within district, \$20,000 outside district, limit 100 miles from town.	Up to \$2,500.00 or 2% of the purchase price, whichever is less. Up to \$4,000.00 if the purchased property is on or East of 11th Avenue. Up to \$6,000.00 if the purchased property is on or East of 8th Avenue. An additional \$1,500.00 is available to qualified University employees if purchased property is within the University District.	3% of the purchase price up to a max loan of \$25,500.00
Income	No income limitations	No Income Limitations	160% of borrower income including income of non-occupying co-borrower.
Minimum Borrower Investment	5% purchase price	\$1,000	\$3,000 or 1% of purchase or 50% of the loan amount whichever is less.
Loan Fees	\$350	\$150	\$350
DTI	43%	No DTI Limits	45%
Repayment	Equity Share due in 15 years	The home purchased with assistance from the G-HOPE program is entitled to forgiveness of up to 100% of the original principal balance provided the borrower is in compliance with all terms of the promissory note. Upon the first anniversary of the loan, 20% of the original principal balance is forgiven; an additional 20% of the original principal balance is forgiven at each anniversary of the loan until 100% is forgiven at the end of year 5. No monthly payments required.	Ongoing principal and interest payments are not required. Payments for less than the full amount of principal, accrued interest, equity share and recording fees are not accepted. 50% forgiven after 10 years of full-time year round continued employment.

January 30, 2024

Crested Butte Fire Protection District
306 Maroon Ave
Crested Butte, CO 81224

RE: Arbitrage Rebate & Yield Restriction Liability Calculation
\$25,315,000
Crested Butte Fire Protection District
General Obligation Bonds
Series 2022
Liability for the period of January 27, 2022 to December 31, 2023

213 Market Street
Harrisburg, PA 17101
717.232.2723

pfmam.com

Enclosed is an arbitrage rebate and yield restriction compliance computation for the proceeds of the above-referenced bonds (the "Bonds") that were invested in the Colorado Statewide Investment Program ("CSIP"). **According to our records and computations, the Bonds have accrued a positive arbitrage rebate liability in the amount of \$408,975.66 as of December 31, 2023. No payment is due at this time. Payment for the accrued liability, if any, will be due no later than 60 days after the December 1, 2026 installment computation date.**

Please review the attached calculation. The applicable methodology for these computations and the assumptions on which such computations were based are provided under the attached "Notes and Assumptions." In addition, we have assumed that when withdrawn from CSIP, proceeds were allocated to expenditure in accordance with the Treasury Regulations. If your records concerning the gross proceeds of the issue disagree with this computation or if you have any additional information with respect to the gross proceeds of the issue that could affect this computation, please contact us immediately.

We have scheduled the next calculation as of December 1, 2024. Please retain this report and any related investment and transaction records for future reference.

Please contact Mandy McCutcheon or Michael Steinbrook at (717) 232-2723 if you have any questions.

PFM Asset Management LLC

NOTES AND COMPUTATIONAL INFORMATION

General Information

1. The Dated Date of the Bonds is January 27, 2022.
2. The Issue Date of the Bonds is January 27, 2022.
3. The Interim Computation Period is January 27, 2022 to December 31, 2023.
4. The end of the first Bond Year with respect to the Bonds is December 1, 2022. Subsequent Bond Years end on each successive December 1, until the final maturity date of the Bonds.
5. The Bonds constitute one issue for federal taxation purposes and are not treated as part of any other issue of governmental obligations.
6. We have determined the Cumulative Rebate Liability pursuant to Treasury Regulations generally applicable to tax-exempt obligations issued after June 30, 1993.

Arbitrage Yield

7. Pursuant to Paragraph 3 of the Issue Price Certificate, the arbitrage yield with respect to the Bonds is 1.997500%. Computations of the arbitrage yield are based on a 30/360-day basis with semi-annual compounding.

Investments

8. We have treated any local governmental investment pools ("Pools") in which gross proceeds of the Bonds have been invested as "External Commingled Funds" within the meaning of Treasury Regulations Section 1.148-5(e)(2)(ii)(B), without independent assessment on our part. Accordingly, we have treated the administrative costs related to any such Pools as "qualified administrative costs" within the meaning of Treasury Regulations 1.148-5(e).

Refunding/Transferred Proceeds

9. The Bonds are not "refunding" bonds.
10. The Bonds are not "refunded" bonds.

Funds & Accounts

11. Gross Proceeds of the Bonds were allocated to the following Funds and Accounts during the Computation Period:

Construction Fund
Costs of Issuance Fund
Debt Service Fund

12. We have assumed that the Gross Proceeds of the Bonds used to pay the costs of issuance were allocated for this purpose on the Issue Date.

Exceptions to Rebate

13. We have not examined the Debt Service Fund. For purposes of this analysis, we have assumed that the Debt Service Fund has met the requirements of a bona fide debt service fund pursuant to Section 148(f)(4)(A)(ii) of the Internal Revenue Code. Therefore, the Debt Service Fund has not been taken into account in determining the cumulative rebate and yield restriction liability on the Bonds.

Yield Restriction Compliance

14. The temporary period with respect to the proceeds allocable to the Construction Fund ends on January 27, 2025. As of January 27, 2025 the unspent proceeds allocable to the Construction Fund are subject to the yield restriction requirements and may not be invested at a yield that is "materially higher" than the arbitrage yield. Pursuant to Treasury Regulations Section 1.148-5(c), the Issuer is permitted to reduce any "excess yield" on the investments allocable to the yield restricted proceeds by making yield reduction payments.

\$25,315,000

**Crested Butte Fire Protection District
General Obligation Bonds
Series 2022**

Schedule A - Summary of Rebate Analysis

Issue Date: 1/27/2022
Rebate Computation Date: 12/31/2023
Arbitrage Yield: 1.997500%

Fund	Balance As of 12/31/2023	Internal Rate of Return	Gross Earnings	Positive/(Negative) Arbitrage
Construction Fund	28,017,245.17	2.748363%	1,489,262.33	412,808.74
Totals:	28,017,245.17		1,489,262.33	412,808.74

Summary:

Positive/(Negative) Arbitrage: 412,808.74
Computation Date Credit: 12/1/2022 (1,869.83)
Computation Date Credit: 12/1/2023 (1,963.25)

Cumulative Rebate Liability: 408,975.66

\$25,315,000

**Crested Butte Fire Protection District
General Obligation Bonds
Series 2022**

Schedule B - Sources and Uses of Proceeds

<i>Sources:</i>	Bond Proceeds	Prior Bond Proceeds	Other Sources	Total
Par Amount	25,315,000.00			25,315,000.00
+Original Issue Premium	4,955,547.75			4,955,547.75
-Original Issue Discount	0.00			0.00
Net Production	30,270,547.75			30,270,547.75
Accrued Interest	0.00			0.00
Total Sources	30,270,547.75	0.00	0.00	30,270,547.75

<i>Uses:</i>	Bond Proceeds	Prior Bond Proceeds	Other Sources	Total
Construction Fund	30,000,000.00			30,000,000.00
Costs of Issuance ¹	118,657.75			118,657.75
Underwriter's Discount	151,890.00			151,890.00
Total Uses	30,270,547.75	0.00	0.00	30,270,547.75

¹Costs of Issuance assumed spent on Issue Date

\$25,315,000
Crested Butte Fire Protection District
General Obligation Bonds
Series 2022

Schedule C-1 - Investment Balance Analysis - Construction Fund

Valuation Date: 12/31/2023

Security Type	Account Number	Purchase Date	Maturity Date	Original Cost	Par Amount	Original Price	Coupon	Yield to Maturity	Price	Accrued Interest	Total Value	Valuation Method
CSIP Pool	XXX001	N/a	N/a	2,900,457.33	2,900,457.33	100.000	N/a	Variable	100.000	0.00	2,900,457.33	Present Value
CSIP TERM - Dec 24	XXX001	02/03/2023	02/01/2024	2,000,000.00	2,000,000.00	100.000	4.990%	4.989%	100.000	90,503.56	2,090,503.56	Present Value
CSIP TERM - Dec 24	XXX001	02/13/2023	02/13/2024	2,000,000.00	2,000,000.00	100.000	5.040%	5.040%	100.000	88,648.77	2,088,648.77	Present Value
CSIP TERM - Dec 24	XXX001	04/19/2023	04/16/2024	2,000,000.00	2,000,000.00	100.000	5.240%	5.238%	100.000	73,302.73	2,073,302.73	Present Value
CSIP TERM - Dec 24	XXX001	05/23/2023	05/20/2024	2,000,000.00	2,000,000.00	100.000	5.240%	5.238%	100.000	63,567.21	2,063,567.21	Present Value
CSIP TERM - Dec 24	XXX001	06/16/2023	06/11/2024	3,500,000.00	3,500,000.00	100.000	5.820%	5.815%	100.000	110,198.36	3,610,198.36	Present Value
CSIP TERM - Dec 24	XXX001	07/19/2023	07/17/2024	2,000,000.00	2,000,000.00	100.000	5.890%	5.888%	100.000	53,106.56	2,053,106.56	Present Value
CSIP TERM - Dec 24	XXX001	08/25/2023	08/23/2024	3,000,000.00	3,000,000.00	100.000	5.900%	5.898%	100.000	61,901.64	3,061,901.64	Present Value
CSIP TERM - Dec 24	XXX001	09/22/2023	09/20/2024	2,000,000.00	2,000,000.00	100.000	5.890%	5.888%	100.000	32,185.79	2,032,185.79	Present Value
CSIP TERM - Dec 24	XXX001	10/17/2023	10/16/2024	2,000,000.00	2,000,000.00	100.000	5.890%	5.889%	100.000	24,139.34	2,024,139.34	Present Value
CSIP TERM - Dec 24	XXX001	11/09/2023	11/06/2024	2,000,000.00	2,000,000.00	100.000	5.790%	5.787%	100.000	16,452.46	2,016,452.46	Present Value
CSIP TERM - Dec 24	XXX001	12/21/2023	12/16/2024	2,000,000.00	2,000,000.00	100.000	5.090%	5.086%	100.000	2,781.42	2,002,781.42	Present Value
				27,400,457.33	27,400,457.33					616,787.84	28,017,245.17	

\$25,315,000

Crested Butte Fire Protection District
General Obligation Bonds
Series 2022

Schedule C-2 - Arbitrage Rebate Calculation - Construction Fund

Date	Transaction Type	Transaction Amount	Muni Days	Rebate Calculations		IRR Calculations	
				FV Factor @ 1.997500%	FV As of 12/31/2023	FV Factor @ 2.748363%	FV As of 12/31/2023
1/28/2022	Begin Balance	(30,000,000.00)	693	1.03900251	(31,170,075.21)	1.05395080	(31,618,524.05)
2/1/2022	NP Receipt	223,688.16	690	1.03883043	232,374.07	1.05371109	235,702.69
2/2/2022	NP Payment	(25,657.75)	689	1.03877308	(26,652.58)	1.05363119	(27,033.81)
2/4/2022	NP Receipt	27,415.00	687	1.03865838	28,474.82	1.05347142	28,880.92
2/14/2022	NP Receipt	100,000.00	677	1.03808508	103,808.51	1.05267295	105,267.29
2/17/2022	NP Receipt	100,000.00	674	1.03791316	103,791.32	1.05243352	105,243.35
3/15/2022	NP Receipt	300,000.00	646	1.03630988	310,892.97	1.05020151	315,060.45
3/23/2022	NP Receipt	1,248.10	638	1.03585226	1,292.85	1.04956466	1,309.96
4/26/2022	NP Receipt	2,017.44	605	1.03396670	2,085.97	1.04694175	2,112.14
5/25/2022	NP Receipt	1,952.37	576	1.03231252	2,015.46	1.04464217	2,039.53
5/25/2022	NP Receipt	47.04	576	1.03231252	48.56	1.04464217	49.14
5/25/2022	NP Receipt	305.43	576	1.03231252	315.30	1.04464217	319.07
6/27/2022	NP Receipt	1,965.88	544	1.03049030	2,025.82	1.04211057	2,048.66
6/27/2022	NP Receipt	291.67	544	1.03049030	300.56	1.04211057	303.95
6/27/2022	NP Receipt	291.67	544	1.03049030	300.56	1.04211057	303.95
7/26/2022	NP Receipt	1,861.41	515	1.02884169	1,915.10	1.03982161	1,935.53
7/26/2022	NP Receipt	291.67	515	1.02884169	300.08	1.03982161	303.28
8/25/2022	NP Receipt	1,869.66	486	1.02719571	1,920.51	1.03753767	1,939.84
8/25/2022	NP Receipt	291.67	486	1.02719571	299.60	1.03753767	302.62
9/23/2022	NP Receipt	1,810.76	458	1.02560899	1,857.13	1.03533725	1,874.75
9/23/2022	NP Receipt	291.67	458	1.02560899	299.14	1.03533725	301.98
9/29/2022	NP Receipt	2,500,000.00	452	1.02526930	2,563,173.25	1.03486634	2,587,165.85
10/24/2022	NP Receipt	1,736.50	427	1.02385512	1,777.92	1.03290651	1,793.64
10/24/2022	NP Receipt	291.67	427	1.02385512	298.63	1.03290651	301.27
10/24/2022	NP Receipt	100,000.00	427	1.02385512	102,385.51	1.03290651	103,290.65
11/25/2022	NP Receipt	1,701.19	396	1.02210426	1,738.79	1.03048149	1,753.04
11/25/2022	NP Receipt	291.67	396	1.02210426	298.12	1.03048149	300.56
12/23/2022	NP Receipt	1,373.52	368	1.02052540	1,401.71	1.02829603	1,412.39
12/23/2022	NP Receipt	291.67	368	1.02052540	297.66	1.02829603	299.92
1/25/2023	NP Receipt	1,407.82	336	1.01872398	1,434.18	1.02580404	1,444.15
1/25/2023	NP Receipt	291.67	336	1.01872398	297.13	1.02580404	299.20
2/24/2023	NP Receipt	1,405.44	307	1.01709420	1,429.46	1.02355090	1,438.54
2/24/2023	NP Receipt	291.67	307	1.01709420	296.66	1.02355090	298.54
3/24/2023	NP Receipt	1,094.03	277	1.01541095	1,110.89	1.02122526	1,117.25
3/24/2023	NP Receipt	291.67	277	1.01541095	296.16	1.02122526	297.86
4/25/2023	NP Receipt	1,057.77	246	1.01367452	1,072.23	1.01882766	1,077.69
4/25/2023	NP Receipt	291.67	246	1.01367452	295.66	1.01882766	297.16
5/25/2023	NP Receipt	833.61	216	1.01199694	843.61	1.01651276	847.38
5/25/2023	NP Receipt	291.67	216	1.01199694	295.17	1.01651276	296.49
6/23/2023	NP Receipt	720.43	188	1.01043370	727.95	1.01435693	730.77
6/23/2023	NP Receipt	291.67	188	1.01043370	294.71	1.01435693	295.86
7/26/2023	NP Receipt	505.43	155	1.00859440	509.77	1.01182200	511.41
7/26/2023	NP Receipt	291.67	155	1.00859440	294.18	1.01182200	295.12
8/24/2023	NP Receipt	363.19	127	1.00703642	365.75	1.00967611	366.70
8/24/2023	NP Receipt	291.67	127	1.00703642	293.72	1.00967611	294.49
9/28/2023	NP Receipt	240.87	93	1.00514781	242.11	1.00707652	242.57
9/28/2023	NP Receipt	291.67	93	1.00514781	293.17	1.00707652	293.73
10/25/2023	NP Receipt	160.85	66	1.00365056	161.44	1.00501690	161.66
10/25/2023	NP Receipt	291.67	66	1.00365056	292.73	1.00501690	293.13
11/24/2023	NP Receipt	59.61	37	1.00204489	59.73	1.00280941	59.78

\$25,315,000

Crested Butte Fire Protection District
General Obligation Bonds
Series 2022

Schedule C-2 - Arbitrage Rebate Calculation - Construction Fund

Date	Transaction Type	Transaction Amount	Muni Days	Rebate Calculations		IRR Calculations	
				FV Factor @ 1.997500%	FV As of 12/31/2023	FV Factor @ 2.748363%	FV As of 12/31/2023
11/24/2023	NP Receipt	291.67	37	1.00204489	292.27	1.00280941	292.49
12/5/2023	NP Receipt	45,000.00	26	1.00143651	45,064.64	1.00197336	45,088.80
12/19/2023	NP Receipt	70,000.00	12	1.00066275	70,046.39	1.00091030	70,063.72
12/27/2023	NP Receipt	291.67	4	1.00022087	291.73	1.00030334	291.76
12/31/2023	End Balance	28,017,245.17	0	1.00000000	28,017,245.17	1.00000000	28,017,245.17
Gross Earnings:		1,489,262.33		Positive Arbitrage:	412,808.74		(0.00)

\$25,315,000
Crested Butte Fire Protection District
General Obligation Bonds
Series 2022

Schedule C-3 - Cash Flows - Construction Fund (CSIP)

Date	Beginning Balance	Cash Flow	Term Cash Flow	Portfolio Cash Flow	Interest	Ending Balance
1/28/2022	0.00	30,000,000.00				30,000,000.00
1/31/2022	30,000,000.00				65.78	30,000,065.78
2/1/2022	30,000,065.78	(223,688.16)				29,776,377.62
2/2/2022	29,776,377.62	25,657.75				29,802,035.37
2/4/2022	29,802,035.37	(27,415.00)				29,774,620.37
2/10/2022	29,774,620.37		(915,000.00)			28,859,620.37
2/10/2022	28,859,620.37		(4,055,000.00)			24,804,620.37
2/10/2022	24,804,620.37			(895,047.00)		23,909,573.37
2/10/2022	23,909,573.37			(1,464,897.89)		22,444,675.48
2/10/2022	22,444,675.48			(1,475,000.00)		20,969,675.48
2/10/2022	20,969,675.48			(899,020.00)		20,070,655.48
2/10/2022	20,070,655.48			(720,958.93)		19,349,696.55
2/10/2022	19,349,696.55			(1,475,000.00)		17,874,696.55
2/10/2022	17,874,696.55			(2,516,846.17)		15,357,850.38
2/10/2022	15,357,850.38			(1,423,023.96)		13,934,826.42
2/10/2022	13,934,826.42			(670,912.61)		13,263,913.81
2/10/2022	13,263,913.81			(897,180.75)		12,366,733.06
2/10/2022	12,366,733.06			(1,969,347.12)		10,397,385.94
2/10/2022	10,397,385.94			(1,278,299.32)		9,119,086.62
2/10/2022	9,119,086.62			(225,026.52)		8,894,060.10
2/10/2022	8,894,060.10			(1,279,970.11)		7,614,089.99
2/10/2022	7,614,089.99			(1,833,987.92)		5,780,102.07
2/10/2022	5,780,102.07			(2,176,800.98)		3,603,301.09
2/11/2022	3,603,301.09			(811,914.60)		2,791,386.49
2/11/2022	2,791,386.49			(9,282.50)		2,782,103.99
2/11/2022	2,782,103.99			(1,716,927.60)		1,065,176.39
2/11/2022	1,065,176.39			(326.25)		1,064,850.14
2/14/2022	1,064,850.14	(100,000.00)				964,850.14
2/15/2022	964,850.14			812.50		965,662.64
2/17/2022	965,662.64	(100,000.00)				865,662.64
2/28/2022	865,662.64				269.95	865,932.59
3/15/2022	865,932.59	(300,000.00)				565,932.59
3/15/2022	565,932.59			6,312.50		572,245.09
3/21/2022	572,245.09			11,850.00		584,095.09
3/23/2022	584,095.09	(1,248.10)				582,846.99
3/31/2022	582,846.99				136.67	582,983.66
4/18/2022	582,983.66			906.25		583,889.91
4/18/2022	583,889.91			2,743.75		586,633.66
4/26/2022	586,633.66	(2,017.44)				584,616.22
4/30/2022	584,616.22				225.53	584,841.75
5/2/2022	584,841.75			225,140.63		809,982.38
5/18/2022	809,982.38			900,000.00		1,709,982.38
5/23/2022	1,709,982.38			2,487.50		1,712,469.88
5/25/2022	1,712,469.88	(1,952.37)				1,710,517.51
5/25/2022	1,710,517.51	(47.04)				1,710,470.47
5/25/2022	1,710,470.47	(305.43)				1,710,165.04
5/31/2022	1,710,165.04				879.44	1,711,044.48
6/15/2022	1,711,044.48			2,318.75		1,713,363.23
6/27/2022	1,713,363.23	(1,965.88)				1,711,397.35
6/27/2022	1,711,397.35	(291.67)				1,711,105.68

\$25,315,000
Crested Butte Fire Protection District
General Obligation Bonds
Series 2022

Schedule C-3 - Cash Flows - Construction Fund (CSIP)

Date	Beginning Balance	Cash Flow	Term Cash Flow	Portfolio Cash Flow	Interest	Ending Balance
6/27/2022	1,711,105.68	(291.67)				1,710,814.01
6/30/2022	1,710,814.01				1,681.95	1,712,495.96
6/30/2022	1,712,495.96			672,065.63		2,384,561.59
7/14/2022	2,384,561.59			2,175.00		2,386,736.59
7/26/2022	2,386,736.59	(1,861.41)				2,384,875.18
7/26/2022	2,384,875.18	(291.67)				2,384,583.51
7/31/2022	2,384,583.51				3,399.79	2,387,983.30
8/1/2022	2,387,983.30			14,962.50		2,402,945.80
8/8/2022	2,402,945.80			900,000.00		3,302,945.80
8/15/2022	3,302,945.80			812.50		3,303,758.30
8/25/2022	3,303,758.30	(1,869.66)				3,301,888.64
8/25/2022	3,301,888.64	(291.67)				3,301,596.97
8/31/2022	3,301,596.97				6,113.64	3,307,710.61
8/31/2022	3,307,710.61		917,835.75			4,225,546.36
9/15/2022	4,225,546.36			6,312.50		4,231,858.86
9/20/2022	4,231,858.86			11,850.00		4,243,708.86
9/23/2022	4,243,708.86	(1,810.76)				4,241,898.10
9/23/2022	4,241,898.10	(291.67)				4,241,606.43
9/29/2022	4,241,606.43	(2,500,000.00)				1,741,606.43
9/30/2022	1,741,606.43				8,687.26	1,750,293.69
10/17/2022	1,750,293.69			906.25		1,751,199.94
10/17/2022	1,751,199.94			2,743.75		1,753,943.69
10/21/2022	1,753,943.69			725,000.00		2,478,943.69
10/21/2022	2,478,943.69			900,000.00		3,378,943.69
10/21/2022	3,378,943.69			1,483,533.69		4,862,477.38
10/24/2022	4,862,477.38	(1,736.50)				4,860,740.88
10/24/2022	4,860,740.88	(291.67)				4,860,449.21
10/24/2022	4,860,449.21	(100,000.00)				4,760,449.21
10/24/2022	4,760,449.21			(1,483,533.69)		3,276,915.52
10/24/2022	3,276,915.52			1,483,533.70		4,760,449.22
10/31/2022	4,760,449.22				7,651.09	4,768,100.31
11/4/2022	4,768,100.31			1,475,000.00		6,243,100.31
11/9/2022	6,243,100.31		(4,000,000.00)			2,243,100.31
11/22/2022	2,243,100.31			2,487.50		2,245,587.81
11/25/2022	2,245,587.81	(1,701.19)				2,243,886.62
11/25/2022	2,243,886.62	(291.67)				2,243,594.95
11/30/2022	2,243,594.95				9,847.02	2,253,441.97
12/6/2022	2,253,441.97		4,081,574.14			6,335,016.11
12/8/2022	6,335,016.11		(2,000,000.00)			4,335,016.11
12/9/2022	4,335,016.11		(2,000,000.00)			2,335,016.11
12/15/2022	2,335,016.11			2,318.75		2,337,334.86
12/23/2022	2,337,334.86	(1,373.52)				2,335,961.34
12/23/2022	2,335,961.34	(291.67)				2,335,669.67
12/31/2022	2,335,669.67				9,559.55	2,345,229.22
1/14/2023	2,345,229.22			2,175.00		2,347,404.22
1/25/2023	2,347,404.22	(1,407.82)				2,345,996.40
1/25/2023	2,345,996.40	(291.67)				2,345,704.73
1/31/2023	2,345,704.73			1,274,962.50		3,620,667.23
1/31/2023	3,620,667.23				9,193.82	3,629,861.05
2/3/2023	3,629,861.05		(2,000,000.00)			1,629,861.05

\$25,315,000
Crested Butte Fire Protection District
General Obligation Bonds
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Schedule C-3 - Cash Flows - Construction Fund (CSIP)

Date	Beginning Balance	Cash Flow	Term Cash Flow	Portfolio Cash Flow	Interest	Ending Balance
2/9/2023	1,629,861.05			1,491,300.80		3,121,161.85
2/13/2023	3,121,161.85		(2,000,000.00)			1,121,161.85
2/15/2023	1,121,161.85			812.50		1,121,974.35
2/24/2023	1,121,974.35	(1,405.44)				1,120,568.91
2/24/2023	1,120,568.91	(291.67)				1,120,277.24
2/28/2023	1,120,277.24				6,123.11	1,126,400.35
3/15/2023	1,126,400.35			2,531,312.50		3,657,712.85
3/16/2023	3,657,712.85		(2,500,000.00)			1,157,712.85
3/20/2023	1,157,712.85			11,850.00		1,169,562.85
3/24/2023	1,169,562.85	(1,094.03)				1,168,468.82
3/24/2023	1,168,468.82	(291.67)				1,168,177.15
3/31/2023	1,168,177.15				5,303.20	1,173,480.35
4/15/2023	1,173,480.35			2,197,743.75		3,371,224.10
4/16/2023	3,371,224.10			906.25		3,372,130.35
4/19/2023	3,372,130.35		(2,000,000.00)			1,372,130.35
4/25/2023	1,372,130.35	(1,057.77)				1,371,072.58
4/25/2023	1,371,072.58	(291.67)				1,370,780.91
4/30/2023	1,370,780.91				5,698.36	1,376,479.27
5/22/2023	1,376,479.27			1,992,487.50		3,368,966.77
5/23/2023	3,368,966.77		(2,000,000.00)			1,368,966.77
5/25/2023	1,368,966.77	(833.61)				1,368,133.16
5/25/2023	1,368,133.16	(291.67)				1,367,841.49
5/31/2023	1,367,841.49				6,257.99	1,374,099.48
6/9/2023	1,374,099.48		2,050,261.92			3,424,361.40
6/15/2023	3,424,361.40			1,857,318.75		5,281,680.15
6/16/2023	5,281,680.15		(3,500,000.00)			1,781,680.15
6/23/2023	1,781,680.15	(720.43)				1,780,959.72
6/23/2023	1,780,959.72	(291.67)				1,780,668.05
6/30/2023	1,780,668.05				9,059.14	1,789,727.19
7/14/2023	1,789,727.19			1,742,175.00		3,531,902.19
7/19/2023	3,531,902.19		(2,000,000.00)			1,531,902.19
7/26/2023	1,531,902.19	(505.43)				1,531,396.76
7/26/2023	1,531,396.76	(291.67)				1,531,105.09
7/31/2023	1,531,105.09				8,766.23	1,539,871.32
8/15/2023	1,539,871.32			1,300,812.50		2,840,683.82
8/23/2023	2,840,683.82		2,553,471.92			5,394,155.74
8/24/2023	5,394,155.74	(363.19)				5,393,792.55
8/24/2023	5,393,792.55	(291.67)				5,393,500.88
8/25/2023	5,393,500.88		(3,000,000.00)			2,393,500.88
8/31/2023	2,393,500.88				10,782.96	2,404,283.84
9/20/2023	2,404,283.84			801,850.00		3,206,133.84
9/22/2023	3,206,133.84		(2,000,000.00)			1,206,133.84
9/28/2023	1,206,133.84	(240.87)				1,205,892.97
9/28/2023	1,205,892.97	(291.67)				1,205,601.30
9/30/2023	1,205,601.30				9,479.07	1,215,080.37
10/16/2023	1,215,080.37			1,450,906.25		2,665,986.62
10/17/2023	2,665,986.62		(2,000,000.00)			665,986.62
10/25/2023	665,986.62	(160.85)				665,825.77
10/25/2023	665,825.77	(291.67)				665,534.10
10/31/2023	665,534.10				4,672.97	670,207.07

\$25,315,000
Crested Butte Fire Protection District
General Obligation Bonds
Series 2022

Schedule C-3 - Cash Flows - Construction Fund (CSIP)

Date	Beginning Balance	Cash Flow	Term Cash Flow	Portfolio Cash Flow	Interest	Ending Balance
11/3/2023	670,207.07		2,092,942.47			2,763,149.54
11/6/2023	2,763,149.54		4,211,844.38			6,974,993.92
11/9/2023	6,974,993.92		(2,000,000.00)			4,974,993.92
11/24/2023	4,974,993.92	(59.61)				4,974,934.31
11/24/2023	4,974,934.31	(291.67)				4,974,642.64
11/30/2023	4,974,642.64				21,249.56	4,995,892.20
12/5/2023	4,995,892.20	(45,000.00)				4,950,892.20
12/19/2023	4,950,892.20	(70,000.00)				4,880,892.20
12/21/2023	4,880,892.20		(2,000,000.00)			2,880,892.20
12/27/2023	2,880,892.20	(291.67)				2,880,600.53
12/31/2023	2,880,600.53				19,856.80	2,900,457.33
Totals:		26,527,982.84	(24,062,069.42)	269,583.03	164,960.88	



PFM Asset Management LLC
950 17th Street
Mail Code: DN-CO-T8
Denver, CO 80202



2022 GO Bonds

Investment Program Report

December 31, 2023

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General Obligation Bonds Series 2022

December 31, 2023

Account Information

Investment Advisor: PFM Asset Management LLC
Custodian: US Bank

Investment Considerations Pending

The portfolio was funded in January of 2022 and money was invested into securities in February. Based on the new June 2023 project spending plan, the District will have excess liquidity throughout the next 12 months. We suggest investing in longer term securities to optimize earnings.

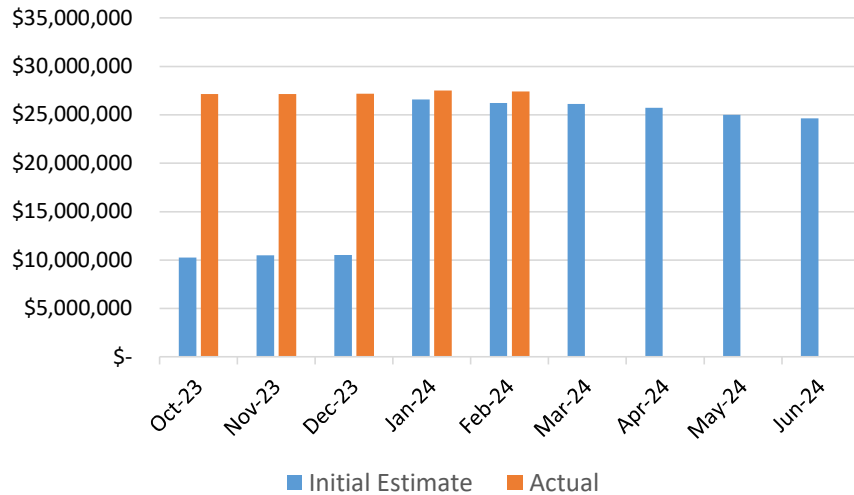
Investment Strategy

Invest assets as permitted by the District's Investment Policy.
Match investment maturities to project spending schedule.

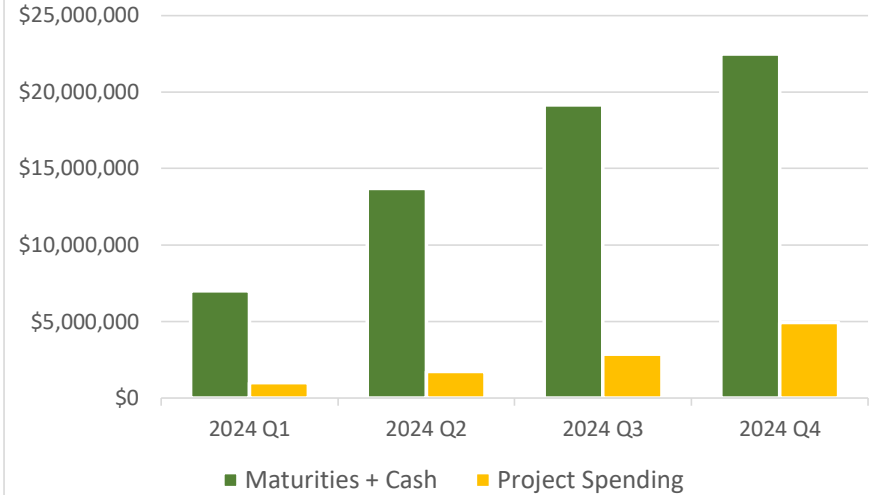
Interest Earnings

Total Estimated Gross Earnings (Feb 2023 estimate)	\$896,830
Actual from since inception through: December 31, 2023	\$1,492,985

Portfolio Holdings



Project Spending/Investments



Sources: PFMAM statements. Crested Butte Fire Protection District
Estimated interest earnings: Feb 23, Portfolio holdings: January 2024
Project spending estimate: June 2023

DISCLOSURES

Disclaimer

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NOT INSURED : NO BANK GUARANTEE : MAY LOSE VALUE : NOT A DEPOSIT

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TOWN OF CRESTED BUTTE
SPECIAL FEE AND COST REIMBURSEMENT AGREEMENT

This Special Fee and Cost Reimbursement Agreement is entered into by and between the Town of Crested Butte, a Colorado home-rule municipality (the "Town") and **Crested Butte Fire Protection District** (hereinafter "Applicant").

WITNESSETH:

WHEREAS, Applicant is the owner of that certain real property described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to undertake the projects or activities described in Paragraph 1; and

WHEREAS, the above activity or project will require the Town to provide the special services and incur the costs set forth in Paragraph 2; and

WHEREAS, pursuant to Section 13-1-280 of the Town 's Municipal Code, unless waived by the Town Council, the Applicant shall pay all costs incurred by the Town; and

WHEREAS, the special fees and costs paid and collected by virtue of this Agreement shall be used solely to pay for the Town 's actual fees and costs for outside professional services, including, but not limited to, engineering and legal review, incurred by the Town in relation to the anticipated project; and

WHEREAS, the Town and Applicant desire to set forth their agreements and understandings concerning this matter.

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

1. Applicant desires to undertake the following projects or activities involving the Town or its utility services:

- _____ Rezoning
- _____ Rezoning to Planned Unit Development
- _____ Annexation
- _____ Site/Architectural Plan Review
- _____ Master Plan Review
- _____ Construction Plan Review
- _____ Location & Extent Review
- _____ Special Use Permit

- _____ Minor Subdivision
- _____ Preliminary Plat

_____	Final Plat
_____	Condominiumization
_____	Vacation of ROW
_____	Variance
_____	Administrative Adjustment
<u> X </u>	Capital Improvement (Public)
<u> X </u>	Utility Extension Request
_____	Other (describe) _____

2. The activity or project being undertaken by Applicant will require the Town to provide the following special services or incur the following costs in the estimated amounts set forth below:

\$ <u> 10,000.00 </u>	Outside engineering review and advice
\$ <u> 5,000.00 </u>	Legal review and advice
\$ _____	Preparation of plats or plans
\$ _____	Inspections
\$ _____	Recording fees
\$ _____	Filing fees
\$ _____	Publication Costs
\$ _____	Other (describe) _____

3. Applicant agrees to pay the Town all applicable application fees as set forth in the attached development review fee schedule at the time of application submittal.

4. In addition to the fees paid at the time of submittal pursuant to Paragraph 3, Applicant agrees to pay the Town for any special services provided or actual costs incurred by the Town in relation to the project or activity described above on receipt of an itemized billing for those services from the Town. All such amounts are due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one and one-half percent (1.5%) per month. In the event that such amounts remain unpaid thirty (30) days after the date they are billed, the Town reserves the right to cease review and processing of the Applicant's land use and development applications. In the event the Town is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

5. The Town specifically does not agree to act favorably on the application made by Applicant in exchange for payment of the special fees set forth above.

6. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement.

7. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

9. If any covenant, term, condition, or provision under this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

10. The parties agree and intend that this Agreement shall run with the land described in Exhibit A, attached hereto, and be a burden upon that property until final payment has been made to the Town of all fees due and payable under this Agreement, or until the earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year adjacent to their respective signatures.

TOWN OF CRESTED BUTTE, COLORADO

Dara MacDonald, Town Manager

Date: _____

ATTEST:

_____, Town Clerk/Deputy Town Clerk



CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE • P.O. BOX 1009

CRESTED BUTTE, CO 81224

(970) 349-5333

FIRE FAX: (970) 349-3420 • EMS FAX: (970) 349-0438

WEBSITE: WWW.CBFPD.ORG

MEMORANDUM

To: Board of Directors
From: Sean Caffrey, Chief Executive Officer & Commissioner
Date: February 13, 2024
RE: Reserve Program Costs & Revisions Round 3

Included with this memo in the board packet is a current listing of volunteer and part-time reserve members as well as an updated revision of the draft reserve program manual. As of February 2024 the District has 32 members in the reserve category with two more under consideration for membership. Of those current members:

- 18 reside within the fire district.
- 21 serve as firefighters
- 11 are volunteers
- 9 are paramedics or paramedic/firefighters

For the 2024 budget year we have a part-time wages estimated at \$170,500 and volunteer stipends \$40,000 for a total of \$210,500. The part-time budget is based on 5,500 total hours per year at an hourly rate of \$31/hour. Our part-time hourly rates range from \$19 - \$37 per hour based on role and pay grade. Our volunteers who meet activity requirements receive a \$300 per month stipend. In 2023 we overspent the part-time line spending just shy of \$182,000 and underspent the volunteer stipends spending less than \$28,000. There is also some expense for the employer side costs of Social Security, Medicare, workers comp, FAMILI and employee assistance program participation that is about an 11% increase over the actual wages

Other costs directly related to maintenance of the reserve force include protective equipment, education and training, travel, responder incentives and training meals. As these lines are shared with full-time staff we do not have an exact estimate of the amount spent on reserve members, however it is safe to say it is minority of the expenses in these categories, likely 20% or less of each line.

We do, however have good numbers for the start-up costs of new reserve members which include:

- Background & Driving Checks - \$50
- Firefighter Protective Equipment & Uniform - \$7,500
- EMS Provider Gear & Uniform - \$700

The gear and uniform expenses can sometimes be reduced if the new member can re-use protective gear or outerwear already in our inventory.

In addition to start-up costs, training expenses are quite variable. If the employee joins with one or more essential certifications (EMT, firefighter or wildland firefighter) we have no initial training costs. Participation in our in-house EMT course has an estimated expense of \$2,100 per student. Participation in an in-house Firefighter I academy is estimated at \$3,000. External training options range from \$650 (wildland training at FireCamp) to \$8,000 through Front Range fire academies. Most new members require about 120 hours of on-boarding and field training which is a cost we are currently absorbing with on-duty staff time. As such, it is difficult to put an exact price on the cost of every new member, however, it is reasonable to assume we will commit at least \$10,000 for a firefighter and \$4,000 for an EMS provider.

As we move forward, we believe we have as many reserve members as we can handle right now with 32 total and 2 potential recruits. Our capacity is currently limited by 2 major factors:

- There are only 6 bedrooms available for overnight shifts, with only 1 open for reserve member use most nights.
- No dedicated training staff to conduct training activities (fire or EMS) outside of regular shift work

As a result, training opportunities are limited to online EMS training or training with on-duty staff during daytime or evening hours. As we build our new headquarters facility we will expand our ability to accommodate more personnel. We have further identified a training officer as a necessary position as early as 2026, also dependent on space.

Considering the desire to move forward with an emphasis on part-time reserve members, we believe the 5,500 hours per year estimate will need to be adjusted. Looking at a rough estimate of 25 part-time reserve members working an average of 320 hours per year that would increase the annual hours to 8,000. Tied to an average hourly rate of \$32/hour that would yield a future budget requirement of \$256,000. Assuming 10 volunteers would also continue, that would add \$36,000 for stipends yielding a total of \$292,000 or an \$82,000 increase over the 2024 budget amount. By way of comparison, our least expensive full-time employee currently costs \$101,000 fully loaded with benefits so the entire reserve program comes in at less than the cost of 3 full-time EMT/Firefighters and the increase to accommodate more part-time reserve members would be less than 1 additional full-time employee. That continues to be an excellent value.

As such I would recommend the board review the updated volunteer manual and provide any comments as we finalize the overall program details. In the meantime we will maintain our current reserve program numbers while we work with Assistant Chief Reily and the captains to adapt our training efforts to current conditions. As previously stated, the volunteer members will be able to continue indefinitely in their current role. Furthermore, we will refrain from additional recruiting until our overall reserve numbers fall below 30 reserve members at which point we will utilize the methods described in the updated program manual to bring on more personnel with a target level of 30. We will re-evaluate that target number as the new station nears completion and we hire a dedicated training officer.

I look forward to your comments.



Crested Butte Fire Protection District Volunteer and Part-Time Shift Assignments

Reserve Assistant Chief	FF	Mike Reily
Part-Time Captain	EMT/FF	Mark Voegeli

A Shift		B Shift		C Shift		
Name	Role	Name	Role	Name	Role	
1	Block, Robert	FF	Carver, Christopher	FF	Cauble, Will	EMT/FF
2	Blomberg, Brandon	FF	Cooper, Keith	FF	Clock, Kirby	PM
3	Brown, Tyler	FF	Esselstyn, Peter	EMT	Clock, Tyrell	PM/FF
4	Koeliker, Kyle	FF	Futrell, Dylan	FF	Gunderson, Cynthea	EMT
5	Larson, Brian	EMT/FF	Haddorff, Annie Grace	PM	Klingsmith, Pete	FF
6	McIntosh, Maggie	FF	Harper, Katie	EMT	Okes, Jordan	EMT/FF
7	Perkins, Dustin	FF	Hoppe, Brooke	EMT	Nation, Bruce	FF
8	Sandstrom, Evan	EMT/FF	Mulhausen, Benjamin	PM	Shaner, Elizabeth	PM
9	Smith, Mac	PM/FF	Perkins, Tanner	FF/EMT	Suthard, Charlie	PM
10	Springer, Zachary	AEMT/FF	Sacra, Jeffrey	PM	Woods, Ryan	PM
14	Total Reserve	32	In District	18	Volunteer	11
16	Total Firefighter	21	In County	10	Part-Time	21
17	Total EMS	11	Out-of-County	4		

Updated 2-6-2024

SECTION 4 – VOLUNTEER AND PART-TIME RESERVE MANUAL

401. OVERVIEW

The Crested Butte area has a long and distinguished history of volunteer firefighters serving our community dating back to the 1880s. This tradition of community service continued through the formation of the District in 1973 and expanded to include EMS providers beginning 1975. As of 2024 it has become clear that the District continues to benefit from the participation of dedicated and well-trained community members in partnership with our full-time response force. The District will continue to maintain an active reserve force, however, volunteer membership will likely be replaced over time with paid part-time reserve members. This change will maintain the community service aspects of our volunteer history, while recognizing the need to better compensate individuals wishing to serve the community in our high-cost resort community. An employment relationship will also allow the District to better determine and execute eligibility, training and participation standards in order to ensure the delivery of safe, integrated and high-quality emergency services.

Active volunteer members are welcome to continue their service, however, new members as of 2024 will be hired into the updated part-time reserve program unless there is a compelling reason to bring them on as volunteers (e.g. previous pensionable volunteer service). All members, both volunteer and paid in the reserve program moving forward will be collectively referred to as reserve members. Reserve program standards will be substantially equivalent regardless of employment classification.

The District recognizes that volunteer members are generously lending their free time to the organization. Volunteer members recognize they are expected to meet certain requirements upon joining and on an ongoing basis. Volunteer members further recognize that volunteering for the District is a community service and/or humanitarian activity that does not create an employment relationship and that volunteer service is provided to the District without any expectation of compensation or benefits. Active volunteer members, however, may apply for employment as part-time reserve members at any time.

402. COMPOSITION OF THE RESERVE FORCE

Reserve members may serve in the following capacities:

- Operational Reserve Member – Fire
- Operational Reserve Member – EMS
- Operational Reserve Member – Fire & EMS
- Support Volunteer

The District will strive to maintain an operational reserve force of up to 30 individuals of which up to 20 may be trained and equipped as firefighters. Up to 10 additional operational members may serve as EMS-only members. Ideally, 50% or more of the reserve force will reside within or near the fire district boundaries to facilitate timely response to a major emergency.

403. SUPPORT VOLUNTEERS

Support volunteers may include individuals with specific skills that are complementary to District operations or administration who are not directly involved in emergency response. Support volunteers may be appointed at the discretion of District management at any time.

404. ELIGIBILITY

- Reserve members must be at least 18 years of age, have a high school diploma or equivalent.
- Reserve members must hold one of the following current certifications to be eligible for employment or continued volunteer service:
 - NWCG Basic Wildland Firefighter Type 2
 - Colorado Division of Fire Prevention & Control Firefighter I
 - Colorado EMS Provider Certification or License
- All reserve members are in a position of substantial public trust and will be subject to a criminal background check and lack a criminal record suitable for a member of a public safety organization as determined by the District.
- Reserve members must have a valid Colorado driver's license and meet driving record and insurability standards as determined by the District and/or the District's insurance carrier.
- Operational Reserve Members must reside in, or live within a reasonable distance of, the Fire District. Individuals that reside outside of the District boundaries will be considered for new or ongoing membership on a case-by-case basis based on distance, qualifications and/or experience.
- Operational reserve members are required to complete a baseline physical assessment, receive all required vaccinations, and have medical clearance from a primary care provider to participate in emergency response activities.

405. RECRUITMENT

The District will recruit for new reserve members on an ongoing basis as positions are available. Interested individuals may submit an application for membership at any time. Members will be selected as new recruits based on positions available, eligibility, residency, qualifications, previous experience, and an interview. Applicants may be rejected for any non-discriminatory reason. If no positions are available, qualified applicants may be offered an opportunity to be placed on a waiting list for future openings.

The District may consider promising local candidates who do not otherwise meet the eligibility requirements noted above. Those individuals may be offered a scholarship to attend EMT and/or firefighter training followed by a conditional offer of employment following the successful completion of training.

New reserve members will be paid at the Recruit / Probationary pay grade.

406. TRAINING PHASES

Training of operational reserve members will consist of the following phases:

- Phase 1: Classroom training
- Phase 2: Completion of the Red Book (Firefighting) or Blue Book (EMS) task books in a classroom or training shift setting
- Phase 3: At least 10 supervised training shifts with daily observation reports (DORs).

Applicants must successfully complete each phase with a summary evaluation before proceeding to the next phase or graduating to active reserve status.

407. LEVELS OF OPERATIONAL RESERVE MEMBERSHIP / RANK

The reserve rank structure is designed to address and recognize the knowledge, skills experience and training of reserve members. To accomplish this, a tiered rank structure is used to allow reserve members with the skills, accomplishments, and desire to move up in the organization, to do so.

Candidate – an interested individual in the reserve member application process

Recruit – an individual selected for reserve membership undergoing phase 1 or 2 of the initial training process. Recruits may only participate in training activities and daytime training shifts only. Daytime training shifts will be from 0900 – 1800.

- Helmet – Black with Orange “P”
- Collar Device – None
- Badge – Recruit Badge

Probationary - reserve member who has completed phases 1 & 2 of the training program and is cleared to sign up for regular shifts and respond to all-calls. Probationary reserve members will be subject to daily evaluation reports (Phase 3).

- Helmet – Black with Orange “P”
- Collar Device – None
- Badge – Recruit Badge

Active Volunteer or Reserve Member – A reserve member who has successfully completed all 3 phases of the training program, has served for at least 6 months, has met the ongoing training and attendance requirements, and has been approved for active service by the EMS and Fire Chief

- Helmet – Black with Black Shield
- Collar Device – Firefighter Scramble or Star of Life
- Badge – Standard Silver

Senior Volunteer or Reserve Member – An Active Volunteer with 10 or more years of active volunteer service.

- Helmet – Black with Yellow Shield
- Collar Device – Firefighter Scramble or Star of Life
- Badge – Standard Silver with Senior Volunteer Designation

Reserve Lieutenant – An active volunteer or reserve member who has met the qualifications as a Fire and/or EMS Lieutenant as specified by the District and who has been appointed to that rank by the EMS and Fire Chief.

- Helmet – Red with Black Shield
- Collar Device – 1 Bugle or EMS Lieutenant Bars
- Badge – Standard Silver with Lieutenant Designation

Chief of Reserves – An active reserve member appointed to lead the CBFPD Reserve force by the EMS and Fire Chief with the rank of Assistant Chief and reporting to the EMS and Fire Chief.

- Helmet – White with White Shield
- Collar Device – 3 Crossed Bugles
- Badge – Gold with Assistant Chief Designation

408. CHAIN OF COMMAND

Recruit and Probationary members will be supervised by the Reserve Coordinator

Reserve Active, Senior and Lieutenant members will be assigned to a Captain as their direct supervisor. The Reserve Coordinator and Chief of Reserves may also serve as additional points of contact for reserve members.

Reserve members should work directly with their Captain on any issues or concerns. If communication with the immediate supervisor is not feasible, issues or concerns should be directed to the Chief of Reserves.

409. REQUIRED CERTIFICATIONS

All operational reserve members must maintain a current CPR certification.

Members serving as operational Reserve Members – EMS or Fire & EMS must also maintain a current Colorado EMS Provider certification or license.

Members serving as operational Reserve Members – Fire must maintain one of the following:

- NWCG Firefighter Type 2 qualification or higher or
- Colorado Firefighter I certification or higher

410. TRAINING REQUIREMENTS

All operational Reserve Members must complete a minimum of 36 hours of training per year. Regular fire training will be conducted during regular day shifts in conjunction with on-duty personnel. Additionally, EMS qualified members will be provided access to online distributive education at their convenience. Alternate arrangements to satisfy training requirements may be approved by the EMS and Fire for members who are actively serving with other fire and/or EMS organizations.

All reserve members will be required to attend either the spring firefighter refresher or the fall EMS refresher that will be held over 3 days and will provide at least 20 hours of required training. The District will cover pay and expenses as needed for attendance at refresher training. Reserve members unable attend annual refreshers are subject to termination from the reserve program unless excused by the EMS & Fire Chief. If excused, members will be required to make up the annual refresher content through alternate means approved by the EMS & Fire Chief. Reserve Members - Fire & EMS must attend both annual refreshers.

411. SHIFT DESCRIPTIONS

Participation in shifts is a major component of reserve participation in addition to refresher training and all-call response. Shift types are as follows:

- **Daytime Duty Shift:** Where the member reports to a station and participates as a regular member of the duty crew generally between 0800 – 1800.
- **Nighttime Duty Shift:** Where the member reports to a station for an overnight shift at the station along with the duty crew generally between 1800 – 0800.

Note that shift times are approximate and do not preclude alternate shift times or partial shifts. A "Shift" however must be at least 10 hours in duration to qualify for volunteer stipend tracking purposes.

412. SHIFT REQUIREMENTS

Reserve members are required to participate in at least 288 hours of shifts annually which equates to twenty-four (24) 12-hour shifts per year or two shifts per month on average.

Of the 288 required hours, at least 144 hours must be during daytime duty shifts in conjunction with the full-time staff.

Operational volunteers who meet the required certification, training and shift requirements for active status in a calendar year will receive a pension credit.

413. ALL-CALL RESPONSE

Response to all-call requests is an essential function of all responders at CBFPD.

Reserve members are required to respond to all-call requests whenever possible, however, there is no specific requirement beyond "as many as possible."

Reserve members may be asked to complete surveys documenting why they were unable to respond to an all-call request in order to help the District better understand and improve all-call responses.

414. FAILURE TO MEET REQUIREMENTS

Volunteer members who fail to meet eligibility, training and/or shift requirements may be immediately removed from the reserve program. Reasonable efforts may be made to improve performance and participation for up to 1 year at the District's discretion.

415. SQUAD & ASSOCIATION PARTICIPATION

Reserve members are considered members of the CB Fire and EMS Volunteer Squad & Association. The Volunteer Squad & Association raises funds throughout the year for the Fallen Firefighter Fund, which was established to assist reserve and regular staff members and/or their families in a time of injury or illness. The Crested Butte Fire & EMS Volunteer Squad & Association also facilitates cooperation between the CBFPD and its reserve members. Annual requirements for the Squad & Association include:

- Attend at least two events per year to include agenda-based meetings and/or social events. Meetings are generally held on months with a 5th Thursday.
- Assist with the 4th of July Pancake Breakfast, the Squad & Associations largest fundraiser of the year. Day-of help is preferred; however, help before and after the event can also be substituted.

416. UNIFORMS AND EQUIPMENT

Reserve members may be issued uniforms and equipment commensurate with their responsibilities. Reserve members shall comply with uniform and grooming requirements when working scheduled shifts. Reserve members are expected to maintain their uniforms and equipment in a serviceable condition and to report to their supervisor any items needing repair or replacement. All issued uniforms and equipment remain property of the District and must be returned upon request or the member may be held responsible for the replacement cost.

417. BENEFITS AND PROMOTION

Part-Time Reserve members will be compensated in accordance with District policies.

The District will maintain a stipend schedule to reward volunteer participation and to offset expenses. Stipends will be subject to withholding taxes as required by law.

The District may also provide a recreation benefit, tuition reimbursement or other benefits for reserve members as funding allows.

418. WORKER'S COMPENSATION

Any member injured while performing his/her duties while serving the district is entitled to worker's compensation benefits. Additional benefits may be available from the Crested Butte Fire and EMS Squad if needed.

419. PERSONAL, INJURY, MEDICAL, AND FAMILY LEAVE OF ABSENCE

Reserve members may request a leave of absence for a period of more than 90 but less than 365 days. Members on leave are asked to submit written request to the District for approval indicating the circumstances and anticipated dates of leave. Members on an approved leave will not be removed during the course of an approved leave regardless of activity level.

420. RETURN FROM INJURY

A medical clearance will be required before a member can return from injury or medical leave.

421. ADMINISTRATIVE LEAVE

Reserve members may be placed on administrative leave during the investigation of alleged improper act(s) that may result in formal disciplinary action when the retention of the member on an active duty status may be detrimental to the interests of the District, his or her fellow members, or the general public. The determination of the duration of the leave, will be at the discretion of the Chief Executive Officer.

422. DISCIPLINE

All reserve members are subject applicable rules, policies and standards and may be disciplined, suspended or removed from membership.

423. SEPARATION

Reserve members may resign at any time for any reason. Correspondingly, the District may dismiss a reserve member at any time for any reason. Reserve members must return issued equipment upon resignation or termination including, but not limited to pagers, protective equipment, badges, uniform items and vehicle placards.

APPENDIX – VOLUNTEER STIPEND AND BENEFITS SCHEDULE

Regular Stipends

All Call Response Stipend (up to 4 hours) - \$100

Extended Response Stipend (4 – 24 hours) - \$200

Scheduled Event or Standby - \$50

Monthly Stipends

2 or more Scheduled Shifts and attendance at 2 hours of training - \$300

Refresher Stipend

Attendance at 16 hours or more of refresher training - \$500

Annual Ski Pass / Recreation Benefit

An annual recreation benefit will be issued in August or September for all operational reserve members who qualified for active status in the previous calendar year. The benefit amount will be determined as part of the District budget.

Tuition Benefit

Reserve members who after 1 year of active status who successfully complete any of the following courses are eligible for tuition reimbursement in accordance with the following schedule:

- Emergency Medical Technician
 - 100% upon successful completion of NREMT certification
- EMT – IV Therapy
 - 100% upon successful completion of clinical rotations
- Advanced EMT (AEMT)
 - 50% upon successful completion of NREMT certification
 - 25% after year 1 of active status as an AEMT
 - 25% after year 2 of active status as an AEMT
- Paramedic
 - 25% may be requested for enrollment,
 - 25% after year 1 of active status as a paramedic
 - 50% after year 2 of active status as a paramedic

Out of District Fire and EMS Trainings

Reserve members may request to attend conferences such as EMSAC, FDIC, EMS World, FRI, etc. or other out-of-district training events. If approved registration fees, travel, lodging and meals will be reimbursed in accordance with District policy. Reference Article 3: Section 15: Education, testing, and travel.

Tuition and or training shall be requested in writing to the EMS & Fire Chief requesting reimbursement or scholarship awards. Reimbursements may be drawn from the Gunnison Valley Health Foundation Scholarship fund or District training funds so long as funds are available. Requests will be evaluated on a case-by-case basis.

Notes:

1. Courses and estimated fees must be approved in advance by the EMS & Fire Chief or Designee
2. Copies of tuition invoices and receipts for books must be submitted to qualify for a tax-free Internal Revenue Service "Educational Assistance" fringe benefit
3. Total reimbursements for any member for any combination of qualifying coursework may not exceed \$12,000.

Payment of Benefits

Stipend and benefit payments are subject to withholding taxes per I.R.S. guidelines and are only available to current volunteers or part-time reserve members who maintain active status. Reserve members who are on leave or who have resigned from the reserve program at the time of payment are not eligible to receive any payments.

NOTICE OF REQUEST FOR QUALIFICATIONS

Crested Butte Fire Protection District
Crested Butte, CO

Larkspur Employee Housing Construction Project

The Crested Butte Fire Protection District is pleased to provide this Notice of Request for Qualifications inviting qualified contractors to submit statements of qualifications for the construction of the District's employee housing project within the Larkspur Subdivision. The project consists of the design and construction of a new 2-unit residential duplex with gross residential floor area of all units not to exceed 3,600 sq. feet. The site is 30 Nicky Ct., Larkspur Subdivision, Crested Butte, CO 81224.

The District is seeking a Construction Manager - General Contractor at Risk (CM@R) to provide pre-construction and construction services for the site development and building construction on this project. The District has a preference for a modular or system-built construction method to maximize value, however, equivalent approaches may be considered. Responses will be due on or before Friday, April 5, 2024.

For additional information and to obtain the complete Request for Qualifications please contact the individual identified below:

Sean Caffrey
970-349-5333 x620
office@cbfpd.org & scaffrey@cbfpd.org

Crested Butte Fire Protection District
s/ Eric Tunkey
Board Secretary



**Crested Butte Fire Protection District
2024 Larkspur Employee Housing
Unit Project
CM@R Selection**

Request for Qualifications (RFQ)

February 15, 2024

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Section 1. Background

1.1 Introduction

This request for qualifications (RFQ) for the Crested Butte Fire Protection District (District) and the 2024 Larkspur Employee Housing Unit Project (Project) invites statements of qualifications (SOQs) for the design and construction of a 2-unit duplex, according to the requirements set forth in this RFQ, including the format and content guidelines in Section 5. The SOQs will be reviewed and evaluated using the single-step, qualifications-based selection process described in Section 6. The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and as defined in Attachment A (Definition of Terms).

The construction will be done by the CM@R assuming a mutually accepted price and schedule between the District and the CM@R.

At completion of the evaluation process, the District will select one or more qualified bidders to submit a detailed proposal for the project.

This RFQ is subject to revision after the date of issuance via a written addenda. Any such addenda will be distributed directly to potential Respondents and posted on the District's website. It is each Respondent's responsibility to obtain and acknowledge all RFQ addenda prior to submitting its SOQ.

In no event will the District be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

1.2 RFQ Organization

This RFQ consists of seven Sections and six Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Construction Management-at Risk Services
- Section 4: Procurement Process
- Section 5: SOQ Submission Requirements
- Section 6: SOQ Evaluation and Selection
- Section 7: Conditions for Respondents
- Attachment A: Definition of Terms
- Attachment B: Scope of CM@R Services

The contents of the RFQ Attachments take priority over any conflicting statements in the RFQ Sections.

1.3 District's Objectives and Project Priorities

The Owner's objectives for delivery of the Project are as follows:

- **Design and Construction** of a residential 2-unit duplex in the Larkspur Subdivision. Each unit will be made available to District members for purchase or may be retained by the District for long-term rental to members.
- **Bidding of Qualified Regional Subcontractors and Equipment Suppliers:** The District would like to reserve the right to aid in the selection of Subcontractors and Equipment Vendors bids based on best-value provisions.
- **Collaboration with Design Elements:** The District fosters a collaborative team. Collaboration from the CM@R shall include, but not be limited to the review and participate with District on the selection of design elements that will minimize overall future operation concerns and maintenance costs. Provide phasing and scheduling feedback, as well as creative solutions to Project execution.
- **Cost:** A preference for modular and/or system-built construction methods in order to maximize value.
- **Quality:** Provide durable, sustainable, safe and reliable finished product.
- **Risk:** Achieve an optimal balance of risk allocation between the District and the CM@R. Identify and track risks during preconstruction phase, so funds may be allocated appropriately to cover the risk if it should arise.
- **Safety:** Implement an effective safety program during construction.
- **Schedule:** Achieve the scheduled completion date of **August, 2026** or earlier for the entire design, construction and performance testing of the Project.
- **Statutory Compliance** to include selection of a CM@R able to post the required performance bond for the project and the awareness that public contracting will require a 5% retainage throughout the construction phase.

By selecting the Construction Management-at Risk (CM@R) delivery method for the Project, the District is committed to working with the CM@R to achieve the Project objectives and to obtain a mutually-agreeable GMP or lump-sum price for delivery of the Project.

Section 2. Project Overview

2.1 Project Scope

The District determined the CM@R delivery method provides the best value to the District for the successful completion of the Project. It is expected that the selected CM@R will achieve this through collaboration with the District during both Phase 1 and 2 of the Project.

2.2 Budget and Funding

The cost for preconstruction services and construction of the Project is currently budgeted at \$1,600,000.00. This includes the cost for preconstruction and construction phase services provided by the CM@R. Such budget does not include District's other Project costs, such as property or access rights, site investigations, environmental studies, certain governmental approvals, taxes, etc. The Project will be funded through capital funds and/or public financing the District will secure.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the CM@R Contract will be executed on or about **July 15, 2024**. The preconstruction, construction and performance testing of the completed Project are expected to be completed by the **August, 2026**.

Section 3. Construction Management-at Risk Services

3.1 General

As noted in Section 1 and more fully described in Attachment B (Scope of CM@R Services), the CM@R will provide services in two phases.

Phase One services generally consist of participating in the review of the project design, providing ideas based upon prior experience and require preconstruction services. Phase Two services generally encompass input to the Project's final design, construction, management of sub-contractors and vendors, and start up and commissioning of the project.

Phase one services

- Develop a Preliminary Project management plan and schedule.
- Provide value engineering reviews of the project design.
- Provide constructability reviews of the project design.
- Provide schedule and cost estimates at the 60% design milestone.
- Provide preconstruction services as defined.
- Determine a maximum price (GMP).

Phase Two services

- Provide input to the final design.
- Procure equipment and subcontractors.
- Secure necessary construction related permits.
- Construct the Project.
- Conduct startup, commissioning and performance testing.
- Provide operator training.
- Provide warranty coverage.

3.2 Roles and Responsibilities

District: The District will cooperate with the CM@R and will fulfill its own responsibilities in a timely manner to facilitate the CM@R's timely and efficient performance of services. District responsibilities include:

- Review submissions and provide comments to CM@R.
- Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, environmental impact assessments, etc.

- Provide information and provide (or engage CM@R to perform) additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements.
- Obtain the governmental approvals and permits District is responsible for, and assist CM@R in obtaining governmental approvals and permits it is responsible for.

CM@R: The CM@R will cooperate with the District and will provide in a timely manner the Phase One and Phase Two services necessary to complete the Project scope specified in this RFQ. CM@R responsibilities include:

- Prepare submittals and other construction related documentation.
- Construct project.
- Supervise subcontractors and CM@R personnel.
- Obtain certain governmental approvals and permits for construction purposes only.
- Maintain site security.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.

The roles and responsibilities of the District and the CM@R will be more fully described in the CM@R contract, which will be provided to short-listed Respondents as part of the RFP.

Section 4. Procurement Process

4.1 Acknowledgement of RFQ

Each potential Respondent should provide the District, within 5 business days of receipt of this RFQ an acknowledgement that it has received the RFQ and is a potential Respondent to office@cbfpd.org and scaffrey@cbfpd.org. Such acknowledgement shall identify and provide full contact information for the Respondent Contact, who shall be the Respondent's single point of contact for the receipt of any future documents, notices and addenda associated with this RFQ. Such acknowledgement must be sent in writing and a copy electronically transmitted to the District contact.

4.2 Communications and District Contact

On behalf of the District, Dave Cross, the Selection Committee Chair will act as the sole point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing, by fax, or by email, and shall specifically reference this RFQ. All questions or comments should be directed to the District Contact as follows:

Sean Caffrey, Selection Committee Chair
Crested Butte Fire Protection District
Address: 306 Maroon Ave., PO Box 1009
Crested Butte, Colorado 81224
Phone: 970-349-5333 x620
Email: office@cbfpd.org & scaffrey@cbfpd.org

No oral communications from the District contact or other individual is binding. No contact with District staff, board members or any public official concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Respondent.

4.3 Procurement Schedule

The current procurement schedule is as follows:

- Issue RFQ February 15, 2024
- Pre-submittal meeting March 11, 2024
- Deadline for questions March 15, 2024
- Submit SOQ April 5, 2024
- SOQ evaluation/selection May 14, 2024
- Final Proposals Due June 28, 2024
- Award Construction Management-at Risk Contract August 2, 2024

4.4 Pre-Submittal Meeting and Site Tour

District will conduct a pre-submittal meeting for those interested in responding to the RFQ. **Attendance at this meeting is strongly encouraged.** The meeting will be held at **30 Nicky Ct. Crested Butte, CO 81224** on **March 11, 2024** starting at 9 am. At this meeting, District will offer information about the Project and the procurement process. Those who attend the pre-submittal meeting will have the opportunity to tour the Project site following the meeting to familiarize themselves with site existing conditions. Respondents shall advise the District Contact by **March 8th** of the names of individuals who will attend the pre-submittal meeting. Due to space constraints, each firm is limited to 2 attendees at the meeting and site tour.

Section 5. SOQ Submission Requirements

5.1 Submittal Place and Deadline

One original document as well as Two (2) electronic versions of the SOQ shall be provided. The original version along with a USB “thumb” drive with the SOQ in PDF format shall be mailed to the address below. An additional electronic version shall be emailed to office@cbfpd.org and scaffrey@cbfpd.org. All versions must be received no later than 12 p.m., noon on **April 5, 2024**, addressed to:

Crested Butte Fire Protection District
ATTN: Sean Caffrey
Physical Address: **306 Maroon Ave.**
Crested Butte, Colorado 81224
Mailing Address: **PO Box 1009**
Crested Butte, Colorado 81224
Phone: 970-713-4620
Email Address: scaffrey@cbfpd.org
Alternate Contact: _____

Please label the submission with the title: **SOQ for 2024 Larkspur Employee Housing Unit Project.**

Each Respondent assumes full responsibility for timely delivery of its SOQ at the required location. Any SOQ received after the submittal deadline will be deemed non-responsive and returned. The delivered packaging containing the SOQ documents must note “SOQ Enclosed” on its face.

5.2 Submission Format

The SOQ must not exceed 30 total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of 2 of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in SOQ Parts 1 – 5, and the appendices.

5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent’s responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent’s responsibility to modify such materials so that only directly relevant information is included in the SOQ.

The SOQ must include the following information in the order listed:

- Transmittal Letter
- Part 1 – Executive Summary

- Part 2 – CM@R Firm Profile
- Part 3 – Project Team
- Part 4 – Experience
- Part 5 – Project Approach
- Appendix A – Resumes
- Appendix B – Financial Statements
- Appendix C – Gunnison County General Contractor License

5.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum two pages) on the Respondent's letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and e-mail address for the Respondent Contact, and must specify who would be the CM@R's signatory to any contract documents executed with the District. The transmittal letter may include other information deemed relevant by the Respondent.

5.3.2 Part 1 – Executive Summary

The executive summary (maximum three pages) must include a concise overview of the key elements of the SOQ and must summarize and refer to information in the SOQ concerning satisfaction of the Minimum Qualifications Requirements. The executive summary shall not be used to convey additional information not provided elsewhere in the SOQ.

5.3.3 Part 2 – CM@R Profile

A detailed and complete description of the CM@R firm proposed must be provided in Part 2 of the SOQ. (The term "company" can refer to either a single entity or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Project Team, such as sub-consultants and subcontractors, should be provided in Part 3 of the SOQ. The CM@R Profile must include the following information.

A letter from the CM@R's surety must be provided to verify the availability of a CM@R to bond for 100% of the total cost for this Project. The surety must be authorized by law to do business in Colorado and must have an A.M. Best Company Rating of "A" or better. The surety must also be listed in the U.S. Department of Treasury's Circular 570.

Minimum Insurance Requirements for Pre-Construction, Phase One Services

A letter or Certificate of Insurance from the CM@R firm's insurance company must be provided stating its ability to acquire and provide the following minimum limits for the required insurance:

- General Liability Insurance. General liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- The General liability insurance policy shall name the District as additional insured.
- Worker's Compensation and Employer's Liability Insurance.

- CM@R must maintain Worker's Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado.
- Automobile Liability Insurance. Automobile liability insurance, for owned, non-owned, and hired, with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All of the above policies of insurance shall be primary to any insurance policies held by the District and additional insureds.

Requirements for Construction, Phase Two Services

A letter or Certificate of Insurance from the CM@R firm's insurance company must be provided stating its ability to acquire and provide the following minimum limits for the required insurance:

- Statutory workers compensation insurance (as required by state law)
- Employer's Liability Insurance in an amount not less than \$ 1,000,000 for each occurrence.
- Comprehensive General Liability: \$2,000,000 general aggregate.
- Comprehensive Automobile Insurance: for owned, non-owned, and hired, with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Builder's Risk Policy: \$2,000,000

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of "A" or better and are duly licensed or authorized in Colorado.

The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the CM@R's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within 3 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to District. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the respondent's legal counsel.
- **Completion of contracts.** Has the CM@R failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 3 years? If so, describe the circumstances.
- **Violation of laws.** Has the CM@R been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 3 years? If so, describe the circumstances.

- **Debarred from bidding.** Has the CM@R been debarred within the past 3 years, or is it currently under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the CM@R's ability to perform its contractual commitments.

The Respondent must notify the District of any changes subsequent to submission of the SOQ and before the selection process is completed (and, in the case of the selected Respondent, before executing the CM@R Contract).

5.3.4 Part 3 – Project Team

The composition, organization and management of the CM@R Project Team must be described in two separate subsections.

CM@R/other firms:

- Identify any other firms (such as subcontractors and sub-consultants) included on the Project Team along with the CM@R, and describe the scope of the CM@R's and each firm's services and responsibilities during Phase One and Phase Two of the Project.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of the CM@R and any other firms and describe the CM@R's approach to the management of such firms.

Key Personnel:

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during Phase One and Phase Two of the Project.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe the CM@R's approach to the management of such Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project, as well as estimated current and future workloads.
- Provide resumes for all Key Personnel in SOQ Appendix B (Resumes). Resumes must be limited to **two** pages per individual and include:
 - Experience as it relates to the Project and to the individual's specified role on the Project

Any change in the firms or Key Personnel included in the SOQ would require District approval.

5.3.5 Part 4 – Relevant Project Experience

The SOQ must describe the performance history and experience of the Project Team on similar projects and provide information concerning safety.

Reference Projects

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience.

Each project description shall contain at least the following information:

- Name of Owner
- Owner reference and contact information
- Role of respondent
- Initial contract value, final contract value, identify the % or contract amount of Owner directed changes
- Year started and year completed
- Description of the project showing relevance to this Project
- Names of firms and Key Personnel that participated in project and are included in this SOQ, along with a clear description of the roles and responsibilities of each

In addition, a one-page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

Safety

Provide a summary description of the CM@R's safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years.

5.3.6 Part 5 – Project Approach

Provide a conceptual description (maximum five pages) of the CM@R's approach for managing and performing its services during the two phases of the Project, addressing the following topics.

- Present how the proposed collaborative working relationship with the District and design engineer would be established during the design development preconstruction phase.
- Discuss the approach to developing and updating the cost and schedule deliverables at the selected design milestones.
- Provide a description of how you intend to bring best-value solutions, constructability, and operational solutions to the project. Past examples from other projects are welcome.
- Discuss how the preconstruction and construction processes will interface (including how constructability and value engineering issues will be addressed).
- Discuss your company's ability to self-perform construction activities, and define what activities you anticipate self-performing on this project. (An ability to self-perform 50% of the construction work is preferred.)

- Describe the process that will be used to include local sub-contractor participation, while maintaining project quality.
- Describe the process for developing a GMP proposal (including the amount of cost contingency).
- Discuss generally how you have identified key risk factors on past projects, how they were managed and mitigated.
- Similar Project specific safety plan example.
- Similar Project specific quality plan example, and explain how it was enforced through-out the project.
- Schedule.

5.3.7 Appendices – Additional Information

As described in the previous sections the Appendices shall be part of the SOQ, but shall not count against the page limitation described in section 5.2 of this RFQ. Respondents are responsible for presenting the following information in the appendices section of their submission:

- Appendix A – Resumes
- Appendix B – Financial Statements
- Appendix C – Gunnison County Contractor's License

Section 6. SOQ Evaluation and Selection

6.1 General

The SOQs will be reviewed and evaluated by the District's selection committee (with assistance provided by outside advisors if desired by District) according to the requirements and criteria outlined in this Section 6. During the SOQ evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration.

6.2 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in rejection of the SOQ as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

6.3 Minimum Qualification Requirements

Each responsive SOQ will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all of the following Minimum Qualification Requirements may be rejected.

- **Performance bond.** Ability of the CM@R to provide a CM@R performance bond in the amount of the total projected cost of the Project.
- **Net worth.** The CM@R must have a minimum net worth of \$3,000,000.
- **Material adverse condition.** The CM@R must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.
- **Location of Project Staff.** The CM@R must hold an office within the state of Colorado. The team must propose key members of the team that live in the Front Range, or within 100 mile radius of the Project location.
- **CM@R experience.** Within the past 3 years, the CM@R must have successfully completed the following:
 - At least three (3) projects using an alternative delivery method (e.g., CM@R/Design Build/CMGC) with similar scope to the Project.
- **Colorado Law.** The CM@R must agree to a contract with the District subject to interpretation under Colorado law, with venue in Gunnison County, Colorado. In addition, the CM@R must

agree to abide by all contract provisions necessary in light of the District's status as a governmental entity.

6.4 Comparative Evaluation Criteria

If the Minimum Qualification Requirements are met, the selection committee will evaluate and rank the responsive SOQs on the Comparative Evaluation Requirements. The responsive SOQ's will be scored by applying the weighted comparative evaluation criteria set forth below.

Comparative Evaluation Requirements:	Points Available
Part 2 – CM@R Profile <ul style="list-style-type: none"> • Services Provided • Project Office Location(s) • Financial Condition of the Company • Ability to Meet Payment and Performance Bonds • Ability to Meet Insurance Requirements 	15
Part 3 – Project Team <ul style="list-style-type: none"> • Phase 1 and Phase 2 organizational structures • Respondent's ability to provide local subcontractors and equipment suppliers • Related qualifications and experience • Availability of key individuals and location of said Individuals 	40
Part 4 – Relevant Project Experience <ul style="list-style-type: none"> • At least three (3) similar projects alternative delivery method (e.g., CM@R/Design Build/CMGC). • Projects in Colorado and the surrounding states are preferred in the last 3 years. • Construction of at least one (1) multi-family housing unit in the last 3 years • Other Reference Projects • Description of an Effective Safety Program 	20
Part 5 – Project Approach <ul style="list-style-type: none"> • Demonstrate the Ability to Comply with Specific Project Budget and Schedule Requirements • The Ability to Provide Design Enhancements, Value Engineering, Constructability, Operability and Maintainability, phasing and scheduling Insights. • Ability to self-perform (at least 50%) of the project construction work. 	25
Total	100

6.5 Selection

After the evaluation process is complete, the District will notify Respondents of the rankings. Up to three of the top-ranked Respondents will be **included on a shortlist** and offered the opportunity to **submit a proposal for the project**.

Section 7. Conditions for Respondents

7.1 District Authority

District is a quasi-municipal corporation and a political subdivision of the State of Colorado. The procurement process for this Project is authorized under the District's procurement rules which conform to Colorado law.

7.2 Conflict of Interest

No officer, official or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.3 Proprietary Information

All materials provided in the SOQ will be confidential until a contract is awarded and fully executed. At that time, all the associated documents pertaining to the SOQs will be open for public inspection, except for the material that is clearly marked proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the Respondent. The District's contact will make no attempt to cure any information that is found to be at a variance with this procedure. The Respondent may not be given an opportunity to cure any variances after proposal opening. Neither an SOQ package in its entirety, nor any potential proposal price information will be considered confidential/proprietary. If the SOQ contains proprietary information that the Respondent does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

7.4 Rights of the District

In connection with this procurement process, including the receipt and evaluation of SOQs, sub evaluation of proposals submitted in response to an RFQ, and award of the CM@R Contract, the District reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this procurement process, in whole or in part, at any time prior to the execution of the CM@R Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities and irregularities in an SOQ and accept and review a non-conforming SOQ.
- Suspend and terminate the procurement process or terminate evaluations of SOQs received.

- Permit corrections to data submitted with any SOQ.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs.
- Seek clarification from any Respondent to fully understand information provided in the SOQ and to help evaluate and rank the Respondents.
- Reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the District.
- Conduct an independent investigation of any information, including prior experience, included in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its SOQ.

7.5 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the CM@R Contract and for completion of the Project are set forth in Subsection 2.3 of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to the District contact, who, at his sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CM@R's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

7.6 Addenda

If any revisions to the RFQ or procurement process become necessary or desirable (at the District's sole discretion), the District may issue written addenda. **The District will not transmit addenda to potential Respondents.** The District will post all addenda on the District's website at the following address: <https://stsan.com/bid>. **It is Respondent's responsibility to obtain all addenda prior to submitting its SOQ.**

Section 8. Attachment A

8.1 Definition of Terms

The definitions of some of the capitalized terms used in this RFQ are presented below:

CM@R – The entity that will enter into the Construction Management-at Risk Contract with the District and that will be the single point of accountability to the District for delivery of the services and the Project.

Key Personnel – The individuals, employed by CM@R or other firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the CM@R, including the following positions: project manager, safety manager, designer, and construction manager.

Minimum Qualification Requirements – The requirements set forth in Subsection 6.3 of this RFQ that, at a minimum, must be satisfied (or waived by the District) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

District – Crested Butte Fire Protection District

Project – Duplex not to exceed 3600 sq. ft. including two (2), three-bedroom units

Project Team – The CM@R, Key Personnel and any additional firms (such as subcontractors and sub-consultants) included in the SOQ.

Respondent – The entity responding to this RFQ by submitting the SOQ.

Section 9. Attachment B

9.1 Scope of CM@R Services

- Construction of a 2-unit residential duplex at 30 Nicky Ct., Larkspur Subdivision, Crested Butte, CO 81224. Gunnison County Parcel # 3255-120-34-004.
- Design and construction will conform to the requirements of the Larkspur Protective Covenants available at: <https://toadpropertymanagement.com/wp-content/uploads/2018/08/larkspur-protective-covenants-5-2-06-1.pdf>
- At least one unit shall be a 3 bedroom / 2 bath or greater configuration. The second unit shall be 2-bedroom 1.5 bath or greater.
- Each unit shall have a minimum of a 20 x 20 attached garage.
- Gross Residential Floor Area (GRFA) of all units combined shall not exceed 3,600 sq. feet.
- Project will include required exterior flatwork and landscaping.
- The District has preference for a modular or system-built construction method to maximize value, however, equivalent approaches may be considered.
- The estimated budget is \$1.6M and the anticipated completion date is August of 2026, however, the District may consider adjustments to either with sufficient justification.
- The District prefers as much of the project is completed as possible by contractors within Colorado.