

CRESTED BUTTE FIRE PROTECTION DISTRICT BOARD  
OF DIRECTORS REGULAR MEETING  
District Headquarters Conference Room  
300 County Road 317 Crested Butte, CO 81224  
Monday, February 09, 2026 - 5:15 PM

- 5:15 CALL REGULAR MEETING TO ORDER
1. Introduction of Guests
  2. Review / Changes to Agenda
- 5:18 CONSENT AGENDA
1. Approval of minutes January 11, 2026 regular meeting
  2. Approval of monthly financial reports
- 5:20 FIRE PREVENTION REPORT
- 5:30 EMS & FIRE CHIEF REPORT
- 5:40 CHIEF EXECUTIVE REPORT
1. Interim Fire Marshal Pay
  2. Policy Updates
- 5:50 PUBLIC COMMENT
- 5:55 OLD / UNFINISHED BUSINESS
1. Search and Rescue Lease Clarification & Finalization
  2. Crested Butte South Communications Tower – Scott Stryker
  3. Emergency Services Campus Update – Goulding
  4. Larkspur Project Update
- 6:20 NEW BUSINESS
1. Board of Directors Bylaws Update
- 6:25 UNSCHEDULED BUSINESS AND BOARD MEMBER COMMENTS
- 6:30 ADJOURNMENT (PENSION BOARD TO FOLLOW)

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  
Station 2 751 Gothic Road Mt. Crested Butte, CO 81224  
Tuesday, January 13, 2026 - 5:15 PM  
Approved \_\_\_\_\_

Attendance

Board Members Present: Matt Halvorson, Ken Lodovico, Eric Tunkey, Jack Dietrich, Brittany Perkins  
Guests: Todd Goulding- Goulding Development Advisors, Chris Stryker and Scott Stryker -Western Slope Towers LLC, John Chmil- Lyons Gaddis  
Staff, Volunteers and Public: Sean Caffrey, Annie Tunkey, Robert Weisbaum, Jeff Duke, Joe Wonnacott, Dale Hoots, Derek Harwell CB South POA

Changes to the Agenda

Meeting called to order at 5:16 pm by Board Chairman Ken Lodovico  
No changes to the agenda

Consent Agenda

Approval of the December Regular and Special Meeting Minutes  
Approval of Monthly Financial Reports for December  
Motion to approve the consent agenda by Dietrich, seconded by Tunkey. Motion passes unanimously.

Fire Prevention Report

Interim Fire Marshal Joe Wonnacott presented his written report to the Board. He reported that the Whetstone Housing Project remains under construction and is currently in compliance with all CBFPD requirements. Wonnacott noted that Gunnison County has requested authorization to proceed with construction on additional buildings; however, CBFPD has declined the request at this time. Director Halvorson inquired whether supporting calculations exist to substantiate CBFPD's position. Wonnacott confirmed that applicable standards and calculations support the current requirements. Director Dietrich asked whether underground fire line inspections could be conducted internally if CBFPD personnel are qualified. Hoots responded that this is a topic appropriate for further discussion within the Fire Prevention Division.

EMS & Fire Chief Report

Chief Weisbaum presented his written report. He reported a 6 percent increase in call volume compared to the same period last year. Weisbaum provided an overview of an infographic comparing EMS calls, fire calls, and total call volume. He emphasized the importance of maintaining distinct fire incident reporting in addition to EMS reporting. "Good intent" calls were noted as public service calls. It was reported that the District responded to 58 calls between Christmas and New Year's. Chief Weisbaum advised the Board that enhancements to communications capabilities, including CAD and related systems, are anticipated in 2026. In personnel, Chief Weisbaum commended Joe Blunn for his work on social media content creation. Chief Weisbaum reported that posting for FF/EMT and FF/Paramedic positions has generated seven applications to date. Chief Weisbaum also noted that one employee is currently on workers' compensation with a likely extended leave of absence.

Chief Executive Report

CEO Caffrey presented his written report, which was included at the beginning of the committee packet as an overview of the meeting. He noted that if the Board has concerns with the revised order of materials, members should notify him.  
CEO Caffrey reported that the first draft of the Strategic Plan was included in the packet and will be reviewed by

Rob and Annie. A draft Chain of Command policy was also included in the packet, with an organizational chart to be added. CEO Caffrey explained that the intent reflects an atypical fire district organizational structure in which the CEO reports directly to the Board, with the Fire Chief reporting to the CEO. The policy is intended to clearly define the organizational structure and outline how matters progress through the chain of command.

CEO Caffrey reported that recruitment planning for the Fire Marshal position is underway. Preparatory work began in July in anticipation of Ric's retirement in December 2026. An announcement is expected as early as next week, followed by a formal hiring process.

CEO Caffrey provided an update on pension board matters. He noted that if general pension benefits are discussed during pension board meetings, four members would be conflicted and would be required to file conflict of interest disclosures with the Secretary of State at least 72 hours in advance. Director Dietrich inquired whether pension fund contributions could be increased following budget approval. CEO Caffrey stated that such action is not feasible at this time and recommended allowing the pension fund to remain unchanged for approximately two years, until the next actuarial study in 2027.

CEO Caffrey concluded by recognizing staff efforts, noting that Taylor Reeves is assisting with furniture assembly and Jeff Duke continues to support efforts to move into the headquarters building.

### Public Comment

No public comment.

### Old Business

#### **Crested Butte South Communications Tower**

Scott Stryker attended in person and Chris Stryker joined via Zoom to provide an update. They reported that approximately four weeks prior, a geothermal firm conducted soil borings to a depth of approximately 28 feet for the tower foundation and potential shelter location. Design Development drawings (approximately 50 percent complete) were included in the Board packet. High-level budget pricing is underway. The shelter construction timeline is expected to be relatively short. Tower design samples were presented for Board review. Scott Stryker indicated an intent to use limbs sourced from the site to closely match existing trees for the monopole "tree" design. April was identified as a realistic construction start timeframe. The Board discussed obtaining comparative information regarding warranty coverage and experience between the two proposed tower tree vendors. Director Dietrich noted the presence of a water main approximately two feet from the proposed tower pad near the sidewalk and stated that the CB South Metro District has expressed interest in relocating the line during construction. Dietrich also raised the need to address parking mitigation concurrently with project discussions.

#### **Emergency Services Campus Update**

Todd Goulding provided an update on the Emergency Services Campus project. He reported that the buildings are substantially complete, with an Owner's Acceptance Walk scheduled with FCI on Thursday. Temporary Certificate of Occupancy (TCO) documentation was submitted to Gunnison County on Friday. Goulding noted a discrepancy between the approved site plan and existing apron slopes. While plans reflect a maximum slope of four percent, some areas currently measure approximately five percent. A variance may be requested, and the District's civil engineer is coordinating with Gunnison County to evaluate solutions. Final electrical and fire inspections are currently delayed pending availability of the elevator inspector, who is not expected to return until the end of January. Acceptance of the lift station by the Town of Crested Butte is in progress. The SCADA system is operational, with ongoing monitoring and adjustments. Water and sewer systems are functioning as expected. Installation of training building props is anticipated in mid-February. Mr. Goulding reported that the project remains on budget, closeout activities will include warranties, as-built documentation, and system training. Vice Chair Tunkey inquired about potential remedies for the apron slope discrepancy. Goulding stated that pursuing a variance is the preferred initial approach; otherwise, removal and regrading of asphalt may be required. Chair Dietrich suggested noting that future bridge upgrades could alter slope conditions.

#### **Larkspur Projects Update**

John Chmil prepared letter to the Larkspur HOA to request same set back standards as the rest of the community on the Nicky Court lots.

## New Business

Motion to approve Resolution 2026-1-1 Designating Time and Place of Board Meetings and engage in with Mayberry and Company LLC, for the 2025 audit, by Dietrich, seconded by Tunkey. Motion passes unanimously.

John Chiml provided an example of Public Comment Guidelines, included in the Board packet. CEO Caffrey requested Board input, noting that following discussion the guidelines would be finalized and incorporated into the Board bylaws. Director Halvorson expressed support for the draft and noted that Item 7 is particularly important for the Board. Director Perkins inquired about the handling of written comments. It was clarified that written comments may be included in MyCommittee and in the public packet. Written comments received after packet publication may be added to the record following the meeting. The Board discussed expectations regarding tone and civility in written submissions and whether written comments may be accepted in lieu of in-person public comment. It was clarified that written submissions must meet the same standards as oral public comment. The Board discussed whether all public comments are required to be posted, including those that may be aggressive or vulgar. The Board expressed general consensus with the draft guidelines and directed that the item be brought back for formal consideration at a future meeting. The board indicated comfort with incorporating the Public Comment Guidelines into the Board bylaws rather than adopting them as a separate policy.

The February Meeting Date was adjusted to February 9<sup>th</sup> at 5:15pm.

## Unscheduled Business and Board Member Comments

NO unscheduled business or board member comments.

## Executive Session

Motion to enter executive session pursuant to §24-6-402(4)(e), C.R.S., Determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and instructing negotiators related to negotiations with Fire Marshal Ric Em by Lodovico, seconded by Perkins motion passes unanimously.

Board entered executive session at 6:52 pm.

Motion to exit executive session by Lodovico seconded by Dietrich motion passes unanimously.

Motion to for Counsel to proceed as discussed in executive session by Lodovico, seconded by Tunkey. Motion passes unanimously.

Motion to adjourn at 7:12 pm by Perkins , seconded by Lodovico. Motion passes unanimously.

# Crested Butte Fire Protection District

## BUDGET VS. ACTUALS: CBFPD 2026 ADOPTED - FY26 P&L

January - December 2026

	Actual	Budget	over Budget	Total % of Budget
<b>REVENUE</b>				
4000 Property Tax - General Fund		5,807,686.00	-5,807,686.00	
4020 Specific Ownership Tax		150,000.00	-150,000.00	
4040 Intergovernmental Revenue		25,000.00	-25,000.00	
4100 Ambulance/ EMS Service Fees	17,620.41	340,000.00	-322,379.59	5.18 %
4200 Plan Review Fees	18,270.00	150,000.00	-131,730.00	12.18 %
4220 Special Event Fees	61,126.08		61,126.08	
4240 Rental Income	16,575.00	102,050.00	-85,475.00	16.24 %
4300 Impact Fees	388.79	25,000.00	-24,611.21	1.56 %
4400 Interest Income	81.74	75,000.00	-74,918.26	0.11 %
4500 Grant Proceeds		160,000.00	-160,000.00	
4600 Contributions / Donations	100.00		100.00	
4710 Sale of Assets		2,000.00	-2,000.00	
Unapplied Cash Payment Income	-7,809.99		-7,809.99	
<b>Total Revenue</b>	<b>106,352.03</b>	<b>6,836,736.00</b>	<b>-6,730,383.97</b>	<b>1.56 %</b>
<b>GROSS PROFIT</b>	<b>106,352.03</b>	<b>6,836,736.00</b>	<b>-6,730,383.97</b>	<b>1.56 %</b>
<b>EXPENDITURES</b>				
5010 (A) Wages - Administration	20,697.34	278,180.00	-257,482.66	7.44 %
5020 (A) Wages - Fire Prevention	29,297.46	404,361.00	-375,063.54	7.25 %
5030 (A) Part-Time / Temp Salaries		5,000.00	-5,000.00	
5040 (A) Housing Stipend	2,300.00	29,900.00	-27,600.00	7.69 %
5060 (A) Payroll Processing Fees	586.79	8,000.00	-7,413.21	7.33 %
5130 (A) Medicare Tax	668.16	9,969.00	-9,300.84	6.70 %
5140 (A) Social Security Tax	316.19	3,863.00	-3,546.81	8.19 %
5150 (A) FPPA Pension - ER	4,954.98	73,175.00	-68,220.02	6.77 %
5160 (A) FAMILI Premium - ER	202.74	3,094.00	-2,891.26	6.55 %
5200 (A) Health Benefits	8,643.86	112,509.00	-103,865.14	7.68 %

	<b>Actual</b>	<b>Budget</b>	<b>over Budget</b>	<b>Total % of Budget</b>
5210 (A) EAP Program Fees	65.25	3,500.00	-3,434.75	1.86 %
5260 (A) Workers Compensation Insurance		55,000.00	-55,000.00	
5270 (A) Ski Pass Benefit		6,000.00	-6,000.00	
5290 (A) Health Reimbursement	3,824.22	174,695.00	-170,870.78	2.19 %
5300 (A) Advertising		5,000.00	-5,000.00	
5320 (A) Accounting and Audit Fees	261.83	22,500.00	-22,238.17	1.16 %
5330 (E) Ambulance Billing Fees		20,400.00	-20,400.00	
5340 (A) Bank Charges	167.87	10,000.00	-9,832.13	1.68 %
5341 QB Credit Card/ACH Fees	135.04		135.04	
<b>Total 5340 (A) Bank Charges</b>	<b>302.91</b>	<b>10,000.00</b>	<b>-9,697.09</b>	<b>3.03 %</b>
5360 (A) Board Expenses	137.75	3,000.00	-2,862.25	4.59 %
5365 (A) Board Stipends		7,000.00	-7,000.00	
5370 (A) Debt Service - Lease Purchase		80,433.00	-80,433.00	
5380 (A) Down Payment Assistance		1,500.00	-1,500.00	
5400 (A) Dues & Subscriptions	1,237.50	9,000.00	-7,762.50	13.75 %
5420 (A) Education & Training	424.00	20,000.00	-19,576.00	2.12 %
5440 (A) Elections		0.00	0.00	
5460 (A) Fire Prevention & Life Safety	840.00	15,000.00	-14,160.00	5.60 %
5500 (A) Insurance - General		65,000.00	-65,000.00	
5520 (A) IT Services & Subscriptions	9,291.93	70,000.00	-60,708.07	13.27 %
5540 (A) Legal & Professional	4,224.00	60,000.00	-55,776.00	7.04 %
5550 (A) Meals & Incentives	679.17	26,000.00	-25,320.83	2.61 %
5600 (A) Office Supplies & Equipment	442.38	22,000.00	-21,557.62	2.01 %
5620 (A) Postage & Shipping	33.25	3,000.00	-2,966.75	1.11 %
5640 (A) Rent	2,844.00	69,600.00	-66,756.00	4.09 %
5640.1 410 Cascadilla Unit A	500.00		500.00	
5640.4 737 Zeligman St.	4,200.00		4,200.00	
<b>Total 5640 (A) Rent</b>	<b>7,544.00</b>	<b>69,600.00</b>	<b>-62,056.00</b>	<b>10.84 %</b>
5660 (A) Repairs - Buildings	28.64	45,000.00	-44,971.36	0.06 %
5670 (A) - Repairs - Rental Units		15,000.00	-15,000.00	
5700 (A) Snow Removal		15,000.00	-15,000.00	
5720 (A) Telecom - Fixed		15,000.00	-15,000.00	
5760 (A) Travel	785.06	22,500.00	-21,714.94	3.49 %

				<b>Total</b>
	<b>Actual</b>	<b>Budget</b>	<b>over Budget</b>	<b>% of Budget</b>
5780 (A) Treasurer's Fee - GF		178,731.00	-178,731.00	
5810 (A) Utilities - Rental Units	1,105.21	6,000.00	-4,894.79	18.42 %
5820 (A) Utilities	3,891.32	65,000.00	-61,108.68	5.99 %
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	161,268.62	2,259,358.00	-2,098,089.38	7.14 %
6020 (O) Wages - Ops PT	29,578.14	280,000.00	-250,421.86	10.56 %
6040 (O) Housing Stipend	5,100.00	84,500.00	-79,400.00	6.04 %
6060 (O) Unscheduled Overtime	992.59	110,061.00	-109,068.41	0.90 %
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		30,000.00	-30,000.00	
6130 (O) Medicare Tax	2,533.96	38,388.00	-35,854.04	6.60 %
6140 (O) Social Security Tax	1,833.84	19,840.00	-18,006.16	9.24 %
6150 (O) FPPA Pension - ER	20,584.53	308,097.00	-287,512.47	6.68 %
6160 (O) FAMILI Premium - ER	768.94	11,913.00	-11,144.06	6.45 %
6200 (O) Health Benefits	37,072.42	535,303.00	-498,230.58	6.93 %
6270 (O) Ski Pass Benefit		44,000.00	-44,000.00	
6360 (O) Dispatch Fees		83,000.00	-83,000.00	
6420 (O) Education & Training	1,454.00	45,000.00	-43,546.00	3.23 %
6440 (E) EMS Supplies	926.63	45,000.00	-44,073.37	2.06 %
6450 (F) Firefighting Supplies	451.54	250,000.00	-249,548.46	0.18 %
6460 (O) Fuel		45,000.00	-45,000.00	
6480 (O) Hazardous Waste Disposal		2,000.00	-2,000.00	
6550 (O) Meals - Training	84.79	10,000.00	-9,915.21	0.85 %
6580 (E) Medical Direction	1,700.00	10,000.00	-8,300.00	17.00 %
6600 (O) Protective Equipment	1,390.97	40,000.00	-38,609.03	3.48 %
6620 (O) Radio & Computer Equipment	65.99	35,000.00	-34,934.01	0.19 %
6640 (O) Repairs - Equipment	2,331.00	20,000.00	-17,669.00	11.66 %
6660 (O) Repairs - Vehicles	1,167.77	55,000.00	-53,832.23	2.12 %
6675 (O) Station Supplies	9,870.10	12,000.00	-2,129.90	82.25 %
6680 (E) Service Contracts		30,000.00	-30,000.00	
6710 (O) Responder Incentives	1,172.20	10,000.00	-8,827.80	11.72 %

	<b>Actual</b>	<b>Budget</b>	<b>over Budget</b>	<b>Total % of Budget</b>
6720 (O) Telecom - Mobile	65.00	20,000.00	-19,935.00	0.33 %
6730 (O) Tools & Hardware	48.97	5,000.00	-4,951.03	0.98 %
6750 (O) Training Equipment & Supplies		8,000.00	-8,000.00	
6760 (O) Travel	285.95	25,000.00	-24,714.05	1.14 %
6800 (O) Uniforms	231.01	30,000.00	-29,768.99	0.77 %
6820 (O) Wellness & Physicals		20,000.00	-20,000.00	
6900 (O) Miscellaneous		2,000.00	-2,000.00	
<b>Total Expenditures</b>	<b>383,764.90</b>	<b>6,645,870.00</b>	<b>-6,262,105.10</b>	<b>5.77 %</b>
<b>NET OPERATING REVENUE</b>	<b>-277,412.87</b>	<b>190,866.00</b>	<b>-468,278.87</b>	<b>-145.34 %</b>
<b>OTHER EXPENDITURES</b>				
8010 Capital Expenditures	7,532.75	2,177,385.00	-2,169,852.25	0.35 %
9010 Transfer to Capital Fund	287,137.50	800,000.00	-512,862.50	35.89 %
<b>Total Other Expenditures</b>	<b>294,670.25</b>	<b>2,977,385.00</b>	<b>-2,682,714.75</b>	<b>9.90 %</b>
<b>NET OTHER REVENUE</b>	<b>-294,670.25</b>	<b>-2,977,385.00</b>	<b>2,682,714.75</b>	<b>9.90 %</b>
<b>NET REVENUE</b>	<b>\$ -572,083.12</b>	<b>\$ -2,786,519.00</b>	<b>\$2,214,435.88</b>	<b>20.53 %</b>

# Statement of Financial Position

## Crested Butte Fire Protection District

As of January 31, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
1000 Operating Checking	384,746.30
1010 BOTW Money Market	35,336.20
1100 COLORTRUST - General Fund	5,027,057.94
1120 COLORTRUST - Debt Proceeds	0.00
1130 CSIP Operating	805,821.73
1200 Triplex Lease Purchase	0.00
1520	0.00
<b>Total for Bank Accounts</b>	<b>\$6,252,962.17</b>
Accounts Receivable	
1210 Accounts Receivable- Rent/Fees	97,665.38
1211 Mill Levy Property Tax Receivable	-6,004,297.95
1215 Down Payment Assistance Receivable	48,803.94
1250 Property Tax Receivable	0.00
2220 Prepaid Rent Revenue	0.00
<b>Total for Accounts Receivable</b>	<b>-\$5,857,828.63</b>
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	3,000.00
1300 Prepayments	0.00
1310 Security Deposits	0.00
<b>Total for Other Current Assets</b>	<b>\$3,000.00</b>
<b>Total for Current Assets</b>	<b>\$398,133.54</b>
Fixed Assets	
1520.1 Machinery & Equipment	0.00
1520 Capital Equipment	\$0.00
1520.2 Machinery & Equipment	0.00
<b>Total for 1520 Capital Equipment</b>	<b>\$0.00</b>
<b>Total for Fixed Assets</b>	<b>\$0.00</b>
Other Assets	
1600 Bond Fund Reimbursables	0.00
<b>Total for Other Assets</b>	<b>\$0.00</b>
<b>Total for Assets</b>	<b>\$398,133.54</b>

# Statement of Financial Position

## Crested Butte Fire Protection District

As of January 31, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
<b>Total for Accounts Payable</b>	<b>\$0.00</b>
Credit Cards	
1050.1 CBFPD Mastercard	35,111.78
<b>Total for Credit Cards</b>	<b>\$35,111.78</b>
Other Current Liabilities	
2005 Accounts Payable- Audit	0.00
2140 Payroll Wages Payable	24,662.79
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	33,826.20
2180 Garnishment Payable	0.00
2225 Prepaid Rent	3,000.00
2300 Cash Due Vol Pension Fund	0.00
<b>Total for Other Current Liabilities</b>	<b>\$61,488.99</b>
<b>Total for Current Liabilities</b>	<b>\$96,600.77</b>
Long-term Liabilities	
2210 Deferred Property Tax	-6,004,297.95
2500.1 Triplex Lease - Purchase	-49,877.20
2500 Rental Unit Security Deposits	-2,900.00
<b>Total for Long-term Liabilities</b>	<b>-\$6,057,075.15</b>
<b>Total for Liabilities</b>	<b>-\$5,960,474.38</b>
Equity	
3000 Opening Balance Equity	0.00
3050 TABOR Reserve	280,000.00
3100 Operating Reserve	1,881,427.00
3150 Restricted for Spann Note Payable	287,137.50
3200 Major Incident Reserve	100,000.00
3250 Down Payment Assistance Fund	180,000.00
3300 Impact Fee (Capital) Reserve	439,634.98
3310 Mt. CB Impact Fee Reserve	0.00
3320 CB Impact Fee Reserve	0.00
3325 Additional Capital Reserve	500,000.00
3330 County Impact Fee Reserve	0.00
3350 Committed Subs Years Budget	0.00

# Statement of Financial Position

Crested Butte Fire Protection District

As of January 31, 2026

DISTRIBUTION ACCOUNT	TOTAL
3400 Unrestricted Reserve	3,256,479.02
Net Income	-566,070.58
<b>Total for Equity</b>	<b>\$6,358,607.92</b>
<b>Total for Liabilities and Equity</b>	<b>\$398,133.54</b>

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

January 1-31, 2026

VENDOR	TOTAL
	568,991.69
Active 911	1,168.00
ADP	586.79
Alerus	2,431.35
Amazon	3,489.69
Amazon Web Services	14.18
Apple	0.99
ATMOS Energy	1,938.46
Bit Defender	149.99
BMO	167.87
Bound Tree Medical	435.50
Buckhorn Ranch Assoc.	450.00
Camp 4 Coffee	248.46
Casa Bella	49.00
CEBT	45,924.83
ChatGPT	20.00
Chris Carver	616.15
Clark's Market	202.38
CoDFPC - Colorado Division of Fire Prevention and Control	230.00
Colorado State Fire Chiefs	2,010.00
Colorado Wildland Fire Conference	798.00
Complete Wireless Technologies	19.89
Costco	472.29
DoubleTree Hotels	1,114.48
Dynamic Planning & Science	840.00
Eagle Engraving	960.95
East River Sanitation District	84.19
Elk Avenue Prime	570.77
Employers Council	374.00
ESO	2,428.69
Fire Marshal's Association of Colorado	225.00
Global Industrial	114.79
Gobin's, Inc.	47.14
Guru Importer	10.00
H3 Customs/FD Mugs	52.99
Hampton Inn	150.92
Henry Schein	491.13
Home Depot	4,431.20
IFSTA	92.06
Impact Development Fund	1,000.00
Intuit	261.83
Jayson Simons Jones	500.00
Joe Wonnacott	75.00

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

January 1-31, 2026

VENDOR	TOTAL
Landworks Equipment	7,532.75
Larkspur Community Association	1,837.46
L.N. Curtis & Sons	3,674.17
Lodging (Generic)	99.00
Microsoft	402.08
Monty's Auto Parts	1,147.88
Paradise Cafe	108.40
Quality Health Network	168.00
QuickBooks Payments	130.06
Restaurant (Generic)	111.01
Rocky Mountain Frames	982.60
Rogue	2,231.64
Rugged Depot	192.91
Rugs USA	512.72
Secret Stash	84.79
Shay Krier MD	1,100.00
SlingTV	60.99
Special District Association of Colorado	1,237.50
Spectrum	244.56
Springhill Suites	419.18
Stanford Computer & Technical Services LLC	2,550.00
Starlink	65.00
The Bubble Wrap	33.25
The Fire Store	64.67
Town of Crested Butte	1,558.00
UMR	2,781.25
Virtual Trainings	199.00
Visionary Broadband	159.96
Waste Management	1,175.89
Wayfair	445.98
Webstaurant	607.41
Wendy's	9.83
Whiterock Realty, LLC	4,200.00
Witmer Public Safety Group, Inc.	496.94
Zequel Technologies, Inc.	2,400.00
<b>TOTAL</b>	<b>\$683,265.53</b>

**Transaction Report**  
**Crested Butte Fire Protection District**  
 January 1-31, 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
5010 (A) Wages - Administration	01/14/2026	Journal Entry	00823			5010 (A) Wages - Administration		0.00	0.00
5010 (A) Wages - Administration	01/15/2026	Journal Entry	00824		Regular Earnings	5010 (A) Wages - Administration		10,348.67	10,348.67
5010 (A) Wages - Administration	01/28/2026	Journal Entry	00826			5010 (A) Wages - Administration		0.00	10,348.67
5010 (A) Wages - Administration	01/29/2026	Journal Entry	00827		Regular Earnings	5010 (A) Wages - Administration		10,348.67	20,697.34
5020 (A) Wages - Fire Prevention	01/15/2026	Journal Entry	00824		Fire Prevention	5020 (A) Wages - Fire Prevention		13,967.00	34,664.34
5020 (A) Wages - Fire Prevention	01/29/2026	Journal Entry	00827		Fire Prevention	5020 (A) Wages - Fire Prevention		15,330.46	49,994.80
5030 (A) Part-Time / Temp Salaries	01/14/2026	Journal Entry	00823			5030 (A) Part-Time / Temp Salaries		0.00	49,994.80
5030 (A) Part-Time / Temp Salaries	01/28/2026	Journal Entry	00826			5030 (A) Part-Time / Temp Salaries		0.00	49,994.80
5040 (A) Housing Stipend	01/15/2026	Journal Entry	00824		Housing2	5040 (A) Housing Stipend		150.00	50,144.80
5040 (A) Housing Stipend	01/15/2026	Journal Entry	00824		Housing3	5040 (A) Housing Stipend		1,000.00	51,144.80
5040 (A) Housing Stipend	01/29/2026	Journal Entry	00827		Housing2	5040 (A) Housing Stipend		150.00	51,294.80
5040 (A) Housing Stipend	01/29/2026	Journal Entry	00827		Housing3	5040 (A) Housing Stipend		1,000.00	52,294.80
5050 (A) Overtime	01/14/2026	Journal Entry	00823			5050 (A) Overtime		0.00	52,294.80
5050 (A) Overtime	01/28/2026	Journal Entry	00826			5050 (A) Overtime		0.00	52,294.80
5130 (A) Medicare Tax	01/14/2026	Journal Entry	00823			5130 (A) Medicare Tax		0.00	52,294.80
5130 (A) Medicare Tax	01/15/2026	Journal Entry	00824		Employer Medicare Tax	5130 (A) Medicare Tax		327.32	52,622.12
5130 (A) Medicare Tax	01/28/2026	Journal Entry	00826			5130 (A) Medicare Tax		0.00	52,622.12
5130 (A) Medicare Tax	01/29/2026	Journal Entry	00827		Employer Medicare Tax	5130 (A) Medicare Tax		340.84	52,962.96
5140 (A) Social Security Tax	01/14/2026	Journal Entry	00823			5140 (A) Social Security Tax		0.00	52,962.96
5140 (A) Social Security Tax	01/15/2026	Journal Entry	00824		Employer Social Security Tax	5140 (A) Social Security Tax		153.81	53,116.77
5140 (A) Social Security Tax	01/28/2026	Journal Entry	00826			5140 (A) Social Security Tax		0.00	53,116.77
5140 (A) Social Security Tax	01/29/2026	Journal Entry	00827		Employer Social Security Tax	5140 (A) Social Security Tax		162.38	53,279.15
5150 (A) FPPA Pension - ER	01/14/2026	Journal Entry	00823			5150 (A) FPPA Pension - ER		0.00	53,279.15
5150 (A) FPPA Pension - ER	01/15/2026	Journal Entry	00824		ER AD&D CORRECT	5150 (A) FPPA Pension - ER		247.48	53,526.63
5150 (A) FPPA Pension - ER	01/15/2026	Journal Entry	00824		ER PENSION CONT	5150 (A) FPPA Pension - ER		2,154.53	55,681.16
5150 (A) FPPA Pension - ER	01/28/2026	Journal Entry	00826			5150 (A) FPPA Pension - ER		0.00	55,681.16
5150 (A) FPPA Pension - ER	01/29/2026	Journal Entry	00827		ER AD&D CORRECT	5150 (A) FPPA Pension - ER		320.33	56,001.49
5150 (A) FPPA Pension - ER	01/29/2026	Journal Entry	00827		ER PENSION CONT	5150 (A) FPPA Pension - ER		2,232.64	58,234.13
5160 (A) FAMILI Premium - ER	01/15/2026	Journal Entry	00824		CO FAMILI - ER	5160 (A) FAMILI Premium - ER		99.33	58,333.46
5160 (A) FAMILI Premium - ER	01/29/2026	Journal Entry	00827		CO FAMILI - ER	5160 (A) FAMILI Premium - ER		103.41	58,436.87
5200 (A) Health Benefits	01/15/2026	Journal Entry	00824		Voluntary Life Contribution	5200 (A) Health Benefits		-71.65	58,365.22
5200 (A) Health Benefits	01/29/2026	Journal Entry	00827		Voluntary Life Contribution	5200 (A) Health Benefits		-71.65	58,293.57
5760 (A) Travel	01/08/2026	Check	37316	Dale Hoots	Per Diem Blue Beam 1/7-1/8/2026	5760 (A) Travel	Operating Checking	75.00	58,368.57
6010 (O) Wages - Ops FT	01/14/2026	Journal Entry	00823			6010 (O) Wages - Ops FT		0.00	58,368.57
6010 (O) Wages - Ops FT	01/15/2026	Journal Entry	00824		HOLIDAY	6010 (O) Wages - Ops FT		4,805.28	63,173.85
6010 (O) Wages - Ops FT	01/15/2026	Journal Entry	00824		MISCELLANEOUS	6010 (O) Wages - Ops FT		978.36	64,152.21
6010 (O) Wages - Ops FT	01/15/2026	Journal Entry	00824		Overtime Earnings	6010 (O) Wages - Ops FT		3,917.55	68,069.76
6010 (O) Wages - Ops FT	01/15/2026	Journal Entry	00824		Regular Earnings	6010 (O) Wages - Ops FT		59,075.49	127,145.25
6010 (O) Wages - Ops FT	01/15/2026	Journal Entry	00824		SICK	6010 (O) Wages - Ops FT		6,051.01	133,196.26
6010 (O) Wages - Ops FT	01/15/2026	Journal Entry	00824		VACATION	6010 (O) Wages - Ops FT		3,222.31	136,418.57
6010 (O) Wages - Ops FT	01/28/2026	Journal Entry	00826			6010 (O) Wages - Ops FT		0.00	136,418.57
6010 (O) Wages - Ops FT	01/29/2026	Journal Entry	00827		HOLIDAY	6010 (O) Wages - Ops FT		5,159.84	141,578.41
6010 (O) Wages - Ops FT	01/29/2026	Journal Entry	00827		MISCELLANEOUS	6010 (O) Wages - Ops FT		433.88	142,012.29
6010 (O) Wages - Ops FT	01/29/2026	Journal Entry	00827		Overtime Earnings	6010 (O) Wages - Ops FT		4,637.22	146,649.51
6010 (O) Wages - Ops FT	01/29/2026	Journal Entry	00827		Regular Earnings	6010 (O) Wages - Ops FT		64,297.79	210,947.30
6010 (O) Wages - Ops FT	01/29/2026	Journal Entry	00827		SICK	6010 (O) Wages - Ops FT		4,556.74	215,504.04
6010 (O) Wages - Ops FT	01/29/2026	Journal Entry	00827		VACATION	6010 (O) Wages - Ops FT		4,133.15	219,637.19
6020 (O) Wages - Ops PT	01/14/2026	Journal Entry	00823			6020 (O) Wages - Ops PT		0.00	219,637.19
6020 (O) Wages - Ops PT	01/15/2026	Journal Entry	00824		HOLIDAY	6020 (O) Wages - Ops PT		208.00	219,845.19
6020 (O) Wages - Ops PT	01/15/2026	Journal Entry	00824		Regular Earnings	6020 (O) Wages - Ops PT		8,721.50	228,566.69
6020 (O) Wages - Ops PT	01/15/2026	Journal Entry	00824		VACATION	6020 (O) Wages - Ops PT		7,651.64	236,218.33
6020 (O) Wages - Ops PT	01/28/2026	Journal Entry	00826			6020 (O) Wages - Ops PT		0.00	236,218.33
6020 (O) Wages - Ops PT	01/29/2026	Journal Entry	00827		Regular Earnings	6020 (O) Wages - Ops PT		12,997.00	249,215.33
6030 (O) On-Call Pay	01/14/2026	Journal Entry	00823			6030 (O) On-Call Pay		0.00	249,215.33
6030 (O) On-Call Pay	01/28/2026	Journal Entry	00826			6030 (O) On-Call Pay		0.00	249,215.33
6040 (O) Housing Stipend	01/15/2026	Journal Entry	00824		Housing1	6040 (O) Housing Stipend		400.00	249,615.33
6040 (O) Housing Stipend	01/15/2026	Journal Entry	00824		Housing2	6040 (O) Housing Stipend		600.00	250,215.33
6040 (O) Housing Stipend	01/15/2026	Journal Entry	00824		Housing3	6040 (O) Housing Stipend		1,550.00	251,765.33
6040 (O) Housing Stipend	01/29/2026	Journal Entry	00827		Housing1	6040 (O) Housing Stipend		400.00	252,165.33
6040 (O) Housing Stipend	01/29/2026	Journal Entry	00827		Housing2	6040 (O) Housing Stipend		600.00	252,765.33
6040 (O) Housing Stipend	01/29/2026	Journal Entry	00827		Housing3	6040 (O) Housing Stipend		1,550.00	254,315.33
6060 (O) Unscheduled Overtime	01/14/2026	Journal Entry	00823			6060 (O) Unscheduled Overtime		0.00	254,315.33
6060 (O) Unscheduled Overtime	01/15/2026	Journal Entry	00824		OVERTIME UNSCH	6060 (O) Unscheduled Overtime		436.70	254,752.03
6060 (O) Unscheduled Overtime	01/28/2026	Journal Entry	00826			6060 (O) Unscheduled Overtime		0.00	254,752.03
6060 (O) Unscheduled Overtime	01/29/2026	Journal Entry	00827		OVERTIME UNSCH	6060 (O) Unscheduled Overtime		555.89	255,307.92
6070 (O) Training Pay	01/14/2026	Journal Entry	00823			6070 (O) Training Pay		0.00	255,307.92
6070 (O) Training Pay	01/28/2026	Journal Entry	00826			6070 (O) Training Pay		0.00	255,307.92
6080 (O) Special Event Pay	01/14/2026	Journal Entry	00823			6080 (O) Special Event Pay		0.00	255,307.92
6080 (O) Special Event Pay	01/28/2026	Journal Entry	00826			6080 (O) Special Event Pay		0.00	255,307.92
6130 (O) Medicare Tax	01/14/2026	Journal Entry	00823			6130 (O) Medicare Tax		0.00	255,307.92
6130 (O) Medicare Tax	01/15/2026	Journal Entry	00824		Employer Medicare Tax	6130 (O) Medicare Tax		1,260.91	256,568.83
6130 (O) Medicare Tax	01/28/2026	Journal Entry	00826			6130 (O) Medicare Tax		0.00	256,568.83
6130 (O) Medicare Tax	01/29/2026	Journal Entry	00827		Employer Medicare Tax	6130 (O) Medicare Tax		1,273.05	257,841.88

**Transaction Report**  
**Crested Butte Fire Protection District**  
 January 1-31, 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
6140 (O) Social Security Tax	01/14/2026	Journal Entry	00823			6140 (O) Social Security Tax		0.00	257,841.88
6140 (O) Social Security Tax	01/15/2026	Journal Entry	00824		Employer Social Security Tax	6140 (O) Social Security Tax		1,028.03	258,869.91
6140 (O) Social Security Tax	01/28/2026	Journal Entry	00826			6140 (O) Social Security Tax		0.00	258,869.91
6140 (O) Social Security Tax	01/29/2026	Journal Entry	00827		Employer Social Security Tax	6140 (O) Social Security Tax		805.81	259,675.72
6150 (O) FPPA Pension - ER	01/14/2026	Journal Entry	00823			6150 (O) FPPA Pension - ER		0.00	259,675.72
6150 (O) FPPA Pension - ER	01/15/2026	Journal Entry	00824		ER AD&D CORRECT	6150 (O) FPPA Pension - ER		1,409.86	261,085.58
6150 (O) FPPA Pension - ER	01/15/2026	Journal Entry	00824		ER PENSION CONT	6150 (O) FPPA Pension - ER		8,477.87	269,563.45
6150 (O) FPPA Pension - ER	01/28/2026	Journal Entry	00826			6150 (O) FPPA Pension - ER		0.00	269,563.45
6150 (O) FPPA Pension - ER	01/29/2026	Journal Entry	00827		ER AD&D CORRECT	6150 (O) FPPA Pension - ER		1,590.48	271,153.93
6150 (O) FPPA Pension - ER	01/29/2026	Journal Entry	00827		ER PENSION CONT	6150 (O) FPPA Pension - ER		9,106.32	280,260.25
6160 (O) FAMLII Premium - ER	01/15/2026	Journal Entry	00824		CO FAMLII - ER	6160 (O) FAMLII Premium - ER		382.63	280,642.88
6160 (O) FAMLII Premium - ER	01/29/2026	Journal Entry	00827		CO FAMLII - ER	6160 (O) FAMLII Premium - ER		386.31	281,029.19
6420 (O) Education & Training	01/13/2026	Check	37320	Dylan Futrell	Per Diem 1/14-1/16 S215 Fire Operations Winter Wildland Academy	6420 (O) Education & Training	Operating Checking	495.00	281,524.19
6420 (O) Education & Training	01/13/2026	Check	37320	Dylan Futrell	Per Diem 1/10-1/11 S-219 Firing Operations Winter Wildland Academy	6420 (O) Education & Training	Operating Checking	330.00	281,854.19
9010 Transfer to Capital Fund	01/06/2026	Journal Entry	00821		TRANSFER TO BOND FUND CHECKING ACCOUNT SPANN LAND PAYMENT 2026	9010 Transfer to Capital Fund		287,137.50	568,991.69
<b>Total for --</b>								<b>\$568,991.69</b>	
<b>TOTAL</b>								<b>\$568,991.69</b>	

# Profit and Loss

## Crested Butte Fire Protection District

January 1-31, 2026

DISTRIBUTION ACCOUNT	TOTAL
Income	
4100.2 Interest Income (Capital)	21,431.21
4100.3 Interest Income (Bond)	1,218.34
<b>Total for Income</b>	<b>\$22,649.55</b>
<b>Gross Profit</b>	<b>\$22,649.55</b>
Expenses	
5200 Hard Costs	\$50,000.00
5201 Fire Station	376,769.92
5202 SAR Building	74,680.57
5204 Sitework	18,394.31
<b>Total for 5200 Hard Costs</b>	<b>\$519,844.80</b>
5300 Land	287,137.50
5400 Soft Costs	34,574.19
5790.2 Bank Charges (Capital)	39.40
<b>Total for Expenses</b>	<b>\$841,595.89</b>
<b>Net Operating Income</b>	<b>-\$818,946.34</b>
Other Income	
8000 Transfer from CBFPD	287,137.50
<b>Total for Other Income</b>	<b>\$287,137.50</b>
Other Expenses	
9000 Interfund Transfer	287,137.50
<b>Total for Other Expenses</b>	<b>\$287,137.50</b>
<b>Net Other Income</b>	<b>\$0.00</b>
<b>Net Income</b>	<b>-\$818,946.34</b>

# Balance Sheet

## Crested Butte Fire Protection District

As of January 31, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
1000.3 Clearing Account	0.00
1000 Checking	64,520.22
1010 Money Market	35,530.64
1020 COLOTrust Arbitrage Rebate	1,274,094.16
1050 CSIP Investment Account - Bond Payment	373,948.73
1051 Colotrust Account- Multi-Year Land Purchase	1,222,988.54
1100 CSIP Investment Account - Proceeds	3,742,087.69
<b>Total for Bank Accounts</b>	<b>\$6,713,169.98</b>
Accounts Receivable	
1211 Mill Levy Property Tax Receivable	-1,677,807.29
<b>Total for Accounts Receivable</b>	<b>-\$1,677,807.29</b>
Other Current Assets	
1260 Capital Accrued Interest- CSIP	0.00
1520 Bond Cash with County Treasurer	0.00
2010 Due to CBFPD Operating Account	0.00
<b>Total for Other Current Assets</b>	<b>\$0.00</b>
<b>Total for Current Assets</b>	<b>\$5,035,362.69</b>
<b>Total for Assets</b>	<b>\$5,035,362.69</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2005 Accounts Payable- AUDIT	0.00
2006 Retainage Payable	440,512.02
<b>Total for Accounts Payable</b>	<b>\$440,512.02</b>
<b>Total for Current Liabilities</b>	<b>\$440,512.02</b>
Long-term Liabilities	
2210 Deferred Property Tax	-1,677,807.29
<b>Total for Long-term Liabilities</b>	<b>-\$1,677,807.29</b>
<b>Total for Liabilities</b>	<b>-\$1,237,295.27</b>
Equity	
1900 Interfund Balance	
1900.2 Capital Interfund Balance	0.00
1900.3 Bond Interfund Balance	0.00
<b>Total for 1900 Interfund Balance</b>	<b>\$0.00</b>
3000.3 Bond Opening balance equity	0.00

# Balance Sheet

## Crested Butte Fire Protection District

As of January 31, 2026

DISTRIBUTION ACCOUNT	TOTAL
3100 Restricted for Capital Projects	27,267,001.55
3103 Bond Restricted for Debt Service	256,422.73
3150.3 Bond Restricted Spann Note Payable	0.00
3150 Restricted Spann Note Payable	1,820,937.50
Retained Earnings	-22,252,757.48
Net Income	-818,946.34
<b>Total for Equity</b>	<b>\$6,272,657.96</b>
<b>Total for Liabilities and Equity</b>	<b>\$5,035,362.69</b>

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

January 1-31, 2026

VENDOR	TOTAL
	287,176.90
Bowman Consulting Group, Ltd	12,256.50
Crested Butte Search and Rescue	10,000.00
Deer Creek Blinds, Shades and Shutters	11,398.71
FCI Constructors, Inc.	459,844.80
Goulding Development Advisors	10,638.08
JVA, Inc	0.00
Lumen	50,280.90
Virgil & Lee Spann Ranches, Inc	287,137.50
<b>TOTAL</b>	<b>\$1,128,733.39</b>

# Transaction Report

Crested Butte Fire Protection District

January 1-31, 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
5790.2 Bank Charges (Capital)	01/22/2026	Expense		BMO	ACCOUNT ANALYSIS FEE ACCT ANALYSIS SERV CHG	5790.2 Bank Charges (Capital)	Checking	39.40	39.40
9000 Interfund Transfer	01/05/2026	Journal Entry	210		TRANSFER TO CBFPD MONEY MARKET ACCOUNT SPANN PAYMENT 2026	9000 Interfund Transfer		287,137.50	287,176.90
<b>Total for --</b>								<b>\$287,176.90</b>	
<b>TOTAL</b>								<b>\$287,176.90</b>	

CBFPD NEW STATION	Board Approved FGMP Budget 4/9/24	Budget Revisions	Current Budget	Previously Billed to date	Draw No 56 January 2026	Cost to Date	Percent Complete	Cost to Complete	NOTES
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**SOFT COSTS**

12	Water/Sewer Fees	\$250,000	\$56,782	\$306,782	\$281,615	\$25,166.27	\$306,781	100%	\$0	Sewer Tap, Legal Water, FCI carries water
13	Gas Fees	\$50,000		\$50,000	\$47,913		\$47,913	96%	\$2,087	Atmos (pipe, boring, trench/backfill) & Amerigas
14	Electric Fees	\$150,000		\$150,000	\$75,670		\$75,670	50%	\$74,330	new 3-phase, 1-phase loop
15	Comcast/CenturyLink Connection Fees	\$15,000	\$70,000	\$85,000	\$3,951	\$50,000.00	\$53,951	63%	\$31,049	Lumen
16	ROW & CDOT fees	\$20,000		\$20,000	\$0		\$0	0%	\$20,000	CDOT
17	Bldg Permits & Fire Impact Fee	\$200,000	(\$100,000)	\$100,000	\$76,794		\$76,794	77%	\$23,206	County
18	Traffic Study	\$13,000		\$13,000	\$12,920		\$12,920	99%	\$80	McDowell Eng
19	Soils/Geotechnical/Geothermal	\$40,000		\$40,000	\$37,836		\$37,836	95%	\$2,164	Cesare/Panterra
20	Surveying	\$5,000	(\$5,000)	\$0	\$0		\$0	#DIV/0!	\$0	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	\$82,650	\$1,682,650	\$1,597,730		\$1,597,730	95%	\$84,920	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	\$63,942	\$128.50	\$64,071	64%	\$35,929	CMT & Bowman
26	Commissioning	\$50,000		\$50,000	\$21,092		\$21,092	42%	\$28,909	Typ testing, blower door
27	Monument Signage	\$0		\$0	\$0		\$0	0%	\$0	By FCI
28	IT/Low Voltage	\$400,000	(\$107,582)	\$292,418	\$161,895		\$161,895	55%	\$130,523	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	\$280,751	\$9,600.00	\$290,351	97%	\$9,649	GDA
31	Condo Map	\$25,000	(\$25,000)	\$0	\$0		\$0	#DIV/0!	\$0	
32	Legal Costs	\$20,000	(\$15,000)	\$5,000	\$3,327		\$3,327	67%	\$1,673	
33	Financing Costs	\$0		\$0	\$0		\$0	0%	\$0	net of bond proceeds
34	Insurance/PP Bond	\$50,000	(\$50,000)	\$0	\$0		\$0	#DIV/0!	(\$0)	1.20%
35	Reimbursables	\$92,900	(\$35,000)	\$57,900	\$22,672	\$565.39	\$23,237	40%	\$34,663	4%
36	Soft Cost Contingency	\$390,732	(\$132,353)	\$258,380	\$0		\$0	66%	\$258,380	9%
<b>Subtotal Soft Costs</b>		<b>\$3,891,632</b>	<b>(\$260,503)</b>	<b>\$3,631,129</b>	<b>\$2,793,249</b>	<b>\$85,460.16</b>	<b>\$2,878,709</b>	<b>79%</b>	<b>\$752,420</b>	

**HARD COSTS**

37	Hard Construction Fire/EMS	\$18,074,070	\$1,607,863	\$19,681,933	\$18,695,099	\$135,086.44	\$18,830,185	96%	\$851,747	4/5/24 FCI FGMP Estimate
38	Hard Construction SAR	\$3,787,246	\$126,477	\$3,913,723	\$3,020,027	\$29,994.92	\$3,050,022	78%	\$863,701	4/5/24 FCI FGMP Estimate
	Temp Construction Utilities	\$55,000	(\$30,000)	\$25,000	\$1,833		\$1,833	7%	\$23,167	Elec/Water (temp gas by FCI)
39	SAR Climbing Wall	\$0		\$0	\$0		\$0	0%	\$0	Not Included
40	Training Building & Props	\$0	\$735,433	\$735,433	\$708,560		\$708,560	96%	\$26,873	Fire Facilities 1/6/25
40	Training Building - Site, Fdn & Utilities	\$0	\$49,988	\$49,988	\$49,988		\$49,988	100%	(\$0)	FCI estimate 1/14/25
40	Sitework	\$3,100,355	\$430,678	\$3,531,033	\$1,833,953	\$22,648.20	\$1,856,602	53%	\$1,674,431	4/5/24 FCI FGMP Estimate
	Accepted Value Engineering	(\$1,513,984)		(\$1,513,984)	\$0		\$0	0%	(\$1,513,984)	4/5/24 FCI FGMP Estimate
41	Housing	\$1,200,000		\$1,200,000	\$0		\$0	0%	\$1,200,000	Placeholder
42	Fitness Equipment	\$75,000	(\$20,000)	\$55,000	\$30,917		\$30,917	56%	\$24,083	By Owner
43	Electrical Car Charging Stations	\$25,000	(\$25,000)	\$0	\$0		\$0	#DIV/0!	\$0	Placeholder
44	FF&E	\$300,000		\$300,000	\$281,303	\$10,000.00	\$291,303	97%	\$8,697	TBD
45	Window Coverings	\$35,000		\$35,000	\$0	\$11,398.71	\$11,399	33%	\$23,601	By Owner
46	OSE/Kitchen Appliances	\$125,000	\$53,000	\$178,000	\$72,596		\$72,596	41%	\$105,404	Operating Supplies & Equipment
47	Hard Contingency	\$2,753,633	(\$2,667,936)	\$85,697	\$0		\$0	3%	\$85,697	10.9%
<b>Subtotal Hard Costs</b>		<b>\$28,016,320</b>	<b>\$260,503</b>	<b>\$28,276,823</b>	<b>\$24,694,277</b>	<b>\$209,128.27</b>	<b>\$24,903,406</b>	<b>88%</b>	<b>\$3,373,417</b>	

**Total Soft & Hard Costs**

<b>\$31,907,952</b>	<b>\$0</b>	<b>\$31,907,952</b>	<b>\$27,487,527</b>	<b>\$294,588.43</b>	<b>\$27,782,115</b>	<b>87%</b>	<b>\$4,125,837</b>	<b>Does not include Spann Land Costs</b>
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Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## ACCOUNT STATEMENT

### Crested Butte Fire Protection District

For the Month Ending  
**January 31, 2026**

#### Client Management Team

##### Stefani VonHoltum-Niesent

Director  
950 17th Street  
Denver, CO 80202  
720-990-3408

#### Contents

- 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 02/16/2026 for Presidents Day.

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

**Online Access** [www.csipinvest.com](http://www.csipinvest.com)

**Customer Service** 1-855-274-7468



Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

**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 ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. 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 distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, 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  
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, 2026**

Crested Butte Fire Protection District

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CSIP LGIP	17,038.55	5,016,403.91	3.83 %
<b>Total</b>	<b>\$17,038.55</b>	<b>\$5,016,403.91</b>	

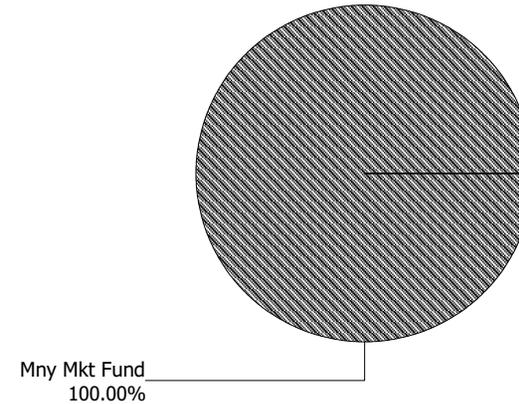
Investment Allocation		
Investment Type	Closing Market Value	Percent
Money Market Mutual Fund	5,016,403.91	100.00
<b>Total</b>	<b>\$5,016,403.91</b>	<b>100.00%</b>

### Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	5,016,403.91	100.00
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	0.00	0.00
181 days to 1 year	0.00	0.00
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
<b>Total</b>	<b>\$5,016,403.91</b>	<b>100.00%</b>

**Weighted Average Days to Maturity    1**

### Sector Allocation





**Account Statement**

For the Month Ending **January 31, 2026**

**Consolidated Summary Statement**

Crested Butte Fire Protection District

<b>Account Number</b>	<b>Account Name</b>	<b>Opening Market Value</b>	<b>Purchases / Deposits</b>	<b>Redemptions / Sales/ Maturities</b>	<b>Unsettled Trades</b>	<b>Change in Value</b>	<b>Closing Market Value</b>	<b>Cash Dividends and Income</b>
2210106001	Crested Butte Fire Protection District	4,423,437.61	13,195.84	(600,000.00)	0.00	0.00	3,836,633.45	13,195.84
2210106002	Operating Account Fund	803,197.03	2,624.70	0.00	0.00	0.00	805,821.73	2,624.70
2210106003	Bond Payment Fund	372,730.72	1,218.01	0.00	0.00	0.00	373,948.73	1,218.01
<b>Total</b>		<b>\$5,599,365.36</b>	<b>\$17,038.55</b>	<b>(\$600,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,016,403.91</b>	<b>\$17,038.55</b>



## Account Statement - Transaction Summary

For the Month Ending **January 31, 2026**

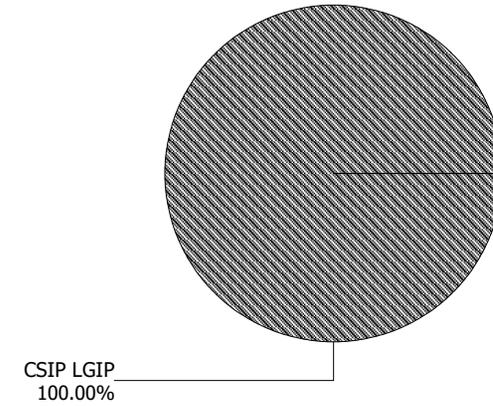
Crested Butte Fire Protection District - Crested Butte Fire Protection District - 2210106001

CSIP LGIP	
Opening Market Value	4,423,437.61
Purchases	13,195.84
Redemptions	(600,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$3,836,633.45</b>
Cash Dividends and Income	13,195.84

Asset Summary		
	January 31, 2026	December 31, 2025
<b>CSIP LGIP</b>	3,836,633.45	4,423,437.61
<b>Total</b>	<b>\$3,836,633.45</b>	<b>\$4,423,437.61</b>

Asset Allocation	
CSIP LGIP	100.00%





**Account Statement**

For the Month Ending **January 31, 2026**

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
<b>CSIP LGIP</b>					
<b>Opening Balance</b>					<b>4,423,437.61</b>
01/12/26	01/12/26	Redemption - ACH Redemption	1.00	(600,000.00)	3,823,437.61
01/30/26	02/02/26	Accrual Income Div Reinvestment - Distributions	1.00	13,195.84	3,836,633.45
<b>Closing Balance</b>					<b>3,836,633.45</b>

	Month of January	Fiscal YTD January-January	
<b>Opening Balance</b>	4,423,437.61	4,423,437.61	<b>Closing Balance</b> 3,836,633.45
<b>Purchases</b>	13,195.84	13,195.84	<b>Average Monthly Balance</b> 4,037,192.18
<b>Redemptions (Excl. Checks)</b>	(600,000.00)	(600,000.00)	<b>Monthly Distribution Yield</b> 3.85%
<b>Check Disbursements</b>	0.00	0.00	
<b>Closing Balance</b>	<b>3,836,633.45</b>	<b>3,836,633.45</b>	
<b>Cash Dividends and Income</b>	13,195.84	13,195.84	



## Account Statement - Transaction Summary

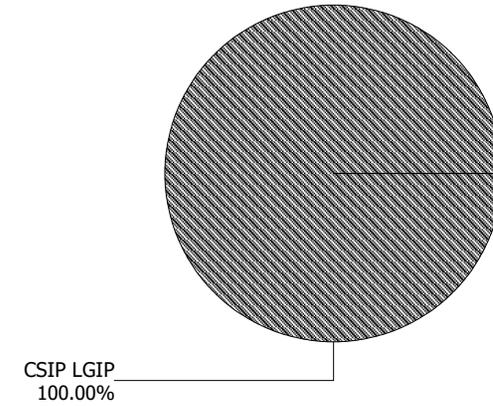
For the Month Ending **January 31, 2026**

Crested Butte Fire Protection District - Operating Account Fund - 2210106002

CSIP LGIP	
Opening Market Value	803,197.03
Purchases	2,624.70
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$805,821.73</b>
Cash Dividends and Income	2,624.70

Asset Summary		
	January 31, 2026	December 31, 2025
<b>CSIP LGIP</b>	805,821.73	803,197.03
<b>Total</b>	<b>\$805,821.73</b>	<b>\$803,197.03</b>

### Asset Allocation





**Account Statement**

For the Month Ending **January 31, 2026**

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
<b>CSIP LGIP</b>					
<b>Opening Balance</b>					<b>803,197.03</b>
01/30/26	02/02/26	Accrual Income Div Reinvestment - Distributions	1.00	2,624.70	805,821.73
<b>Closing Balance</b>					<b>805,821.73</b>

	Month of January	Fiscal YTD January-January
<b>Opening Balance</b>	803,197.03	803,197.03
<b>Purchases</b>	2,624.70	2,624.70
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>805,821.73</b>	<b>805,821.73</b>
<b>Cash Dividends and Income</b>	2,624.70	2,624.70

<b>Closing Balance</b>	805,821.73
<b>Average Monthly Balance</b>	803,366.37
<b>Monthly Distribution Yield</b>	3.85%



## Account Statement - Transaction Summary

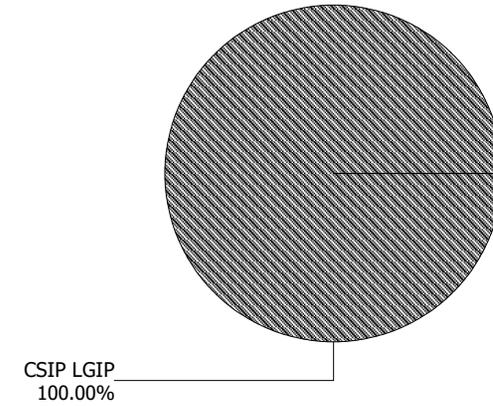
For the Month Ending **January 31, 2026**

### Crested Butte Fire Protection District - Bond Payment Fund - 2210106003

CSIP LGIP	
Opening Market Value	372,730.72
Purchases	1,218.01
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$373,948.73</b>
Cash Dividends and Income	1,218.01

Asset Summary		
	January 31, 2026	December 31, 2025
<b>CSIP LGIP</b>	373,948.73	372,730.72
<b>Total</b>	<b>\$373,948.73</b>	<b>\$372,730.72</b>

### Asset Allocation





**Account Statement**

For the Month Ending **January 31, 2026**

**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
<b>CSIP LGIP</b>					
<b>Opening Balance</b>					<b>372,730.72</b>
01/30/26	02/02/26	Accrual Income Div Reinvestment - Distributions	1.00	1,218.01	373,948.73
<b>Closing Balance</b>					<b>373,948.73</b>

	Month of January	Fiscal YTD January-January
<b>Opening Balance</b>	372,730.72	372,730.72
<b>Purchases</b>	1,218.01	1,218.01
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>373,948.73</b>	<b>373,948.73</b>
<b>Cash Dividends and Income</b>	1,218.01	1,218.01

<b>Closing Balance</b>	373,948.73
<b>Average Monthly Balance</b>	372,809.30
<b>Monthly Distribution Yield</b>	3.85%



# January 2026 EMS & Fire Chief Board Report

I am in Denver attending EMS Day at the Capitol, where we are engaging with other EMS leaders, observing legislative processes, and participating in important discussions. Please excuse my in-person attendance tonight.

As we enter the second month of the year, January was relatively quiet operationally. We experienced a decrease in calls for service, likely due to lower than average snowfall. Fortunately, there were no major operational issues or critical EMS or fire incidents during the month. One early-morning 911 call reporting a potential fire near the Whetstone project was ultimately determined to be a diesel heater burning improperly. We are grateful to the caller for reporting the concern at 0430, which allowed us to notify the project manager and provide guidance on code requirements regarding overnight heating with these types of appliances.

Our newer members continue to make steady progress through the FTEP process, with EMT Aaron Peterson recently completing his task book. Another newer member is currently addressing family commitments and evaluating whether they can meet the time commitment required by CBFPD.

I would like to thank the interview panel for dedicating a full day to interviewing seven candidates for full-time and part-time positions. The process ran smoothly, and we received positive feedback from candidates. We will continue refining the hiring process to establish a consistent standard moving forward. I anticipate extending full-time job offers in the coming week. Conditional offers have already been made and accepted by three part-time reserve applicants, with a target start date in early March.

Finally, all annual employee performance reviews have been completed. I am encouraged by the professional development goals our members have set for the coming year, which will benefit their growth, the organization, and the community we serve

**Operational Highlights:**

1. We received 74 calls for service
  - a. We requested mutual aid from Gunnison EMS who handled 3 clinic transfers
2. Most common call types:
  - a. Trauma including head, extremities, and hips were most common
3. The transition to NERIS for fire reporting has presented some issues. Data is limited this month as it did not migrate over as expected.

**Personnel/Volunteer Update:**

1. Katie Harper has officially come off the roster. Her time commitments are limited and she received a promotion. We thank her for her years of service. Congratulations
2. Kirby Clock has removed himself from the roster due to availability and time commitments. He's a busy man as the Chief of Delta County Ambulance. We thank him for his years.
3. Our team member on work comp is expected to return to work at the end of the month with restrictions in place. He will perform light duty tasks until medical clearance is provided. Thanks to those helping to ensure coverage on the schedule.

**Training, professional development, and recognition:**

1. Congratulations to Captain Jay Bettencourt who passed his National Registry AEMT
2. Members completed mandatory annual training that include HIPAA, Bloodborne pathogens, and harassment in the workplace
3. Total member training hours ~ 300/month

**Vehicle and equipment update:**

1. Unfortunately, we were notified that the Quint truck will be delayed until mid-summer due to tariffs
2. D5 has nearly been completely upfitted. There are some small remaining items, however, it is operating nicely.
3. Numerous projects remain with our older fleet, specifically the Engines. John and Jeff will continue to identify critical needs and repairs.
4. We are placing our new SCBA's in service this week. The team from LN Curtis and MSA will be here all week to provide training to our firefighters as we transition to this new system

## **Community Events**

1. We will be hosting the Gunnison Valley Health Foundation health fair at the HQ this summer. We are always thrilled to support this important community event.
2. We will be hosting the REACH burn program at the new HQ on Wednesday night with a pizza party and an inspiring story. This group is comprised of adult burn survivors who are given the opportunity for outdoor recreation activities, supported by the REACH group



Month in REVIEW:  
January 2026

911

74  
total incidents



EMS calls  
55  
65% transported  
16% non-transport  
18% other dispositions



Fire calls  
57  
51% Fire calls  
49% EMS calls  
Fire - 0



Avg. Chute time –  
02:01  
Avg. Response time –  
9:47



Calls by zone

Town of CB – 19 Mt. CB – 40 CB South – 4 County – 11



# 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

---

January 30, 2026

CBFPD Board of Directors (BOD)

RE: Fire Prevention Division work summary for January 2026

Dear Board of Directors,

The list below is some of the larger projects in the 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
- 17 Marcellina (Oros)
- Beckwith (Elevation)
- Nevada Ridge
- Bear Crossing
- Maroon Haus

Crested Butte

- Fire Campus
- Mineral Point
- CBCS-renovations
- Forest Queen
- Princess

County

- County Whetstone Housing
- Solar Farm on Hwy 135
- Lacy Ranch 400 acres-on going

**Approved Plan Reviews/Letters:** completed in January- 8

Mount Crested Butte:

1

Crested Butte:

2

County:

3

**Inspections & Meetings:** competed in January- 39

Mount Crested Butte:

4

Crested Butte:

19

County:

14

Out of District

2

**Company Level (OP's) Annual Life Safety Inspections:** to be updated at the BOD meeting

- Total Re-assigned in January-7
- Fully Completed- (passed)- 5
- Inspected/Completed with failures- (due for re-inspection)-1
- Currently scheduled-3

**Fire Prevention Division summary:**

- Fire Prevention staff continue to attend the monthly Captains meetings to give construction updates on major projects.

- Fire Prevention staff attended a Bluebeam training hosted by Colorado Division of Fire Prevention & Control (CDFPC). Bluebeam is the software tool used by the Prevention Team to perform plan reviews.
- Dale and Joe attended the Gunnison County Board of County Commissioners (BOCC) meeting to get updates on the proposed Wildfire Codes to be adopted by the county.
- Crested Butte Community School (CBCS), the major addition work on the building has been completed. February 2<sup>nd</sup> was the open house for the completed additions. Area D of the school is being prepared for renovation with temporary construction walls being built to allow the renovation to continue when the students return from break. Monthly fire drill was performed.
- Operations and the Fire Prevention team continue to perform inspections on the lodging facilities in the district.
- Preliminary plans for the affordable housing component of the Oros project have been submitted to be reviewed. The Town of Mt. Crested Butte has not issued a permit for the project.
- The Elevation Hotel project continues to move forward. Crested Butte Fire Protection District (CBFPD) and the Town of Mt Crested Butte continue to work on the review, and no permit has been issued at this time.
- No news at this time when the Oh Be Joyful solar farm is to be energized.
- Whetstone has submitted temporary water supply plans requesting authorization to proceed with construction of Building 5A. The plan is early in the review phase and requires on site testing.

#### **Updates & Enforcement issues:**

- Whetstone Workforce Housing – update at Board of Directors meeting.

#### **Action request to the Board of Directors:**

-none at this time

CRESTED BUTTE FIRE PROTECTION DISTRICT  
Chief Executive's Report

February 9, 2026

1. Consent Agenda

- a) January 13<sup>th</sup> Regular Meeting Minutes
- b) Monthly Financial Reports

2. Chief Executive's Comments:

First and foremost, I would like to acknowledge Board Vice-Chairman Eric Tunkey. Eric joined the Board of Directors in 2016, following 12 years of volunteer service, and has served the taxpayers of the District well as a thoughtful and engaged board member. Eric resigned his board position effective immediately on Thursday, February 5. On behalf of myself and the entire CBFPD team, I would like to thank him for his time, effort, and dedication. His contributions to the District have undoubtedly helped us reach where we are today.

As we enter February, snowpack in the Gunnison River Basin is approximately 55% of normal, which is reflected in ski conditions and tourist volume that are tracking downward. I expect our partner jurisdictions that rely on sales tax revenues will feel impacts, and this may also contribute to an interesting wildfire season this year.

Much of January has been consumed with the transition into our new Station 1. As of this meeting, we will have a certificate of occupancy; however, we are still addressing a few remaining items, particularly related to garage doors, before we move vehicles and crews into the facility. Todd Goulding and Assistant Chief Jeff Duke will update us on the remaining items. I am continuing to work with the FCI team to close out the construction project.

In financial news, we closed 2025 with just over \$8 million in revenues and approximately \$220,000 under expense projections, resulting in a net surplus of \$1.4 million for the year. As we close out the year and begin to look toward 2027 and beyond, this provides continued flexibility, particularly with respect to capital investments. Additionally, as we continue to close out the construction project, it appears we will remain within the approved budget.

In staff reports this month, Interim Fire Marshal Joe Wonnacott will be away and has provided a written report of current projects. The Whetstone Village housing project continues to be the most challenging, as the developer works to further improve water supply capacity in order to proceed with additional buildings. In Fire Prevention, I can also announce that Fire Marshal Ems retired officially on January 31, 2026. To maintain continuity in the Fire Prevention Division, we will be holding Fire Marshal interviews on Tuesday, February 17, and I am pleased to report that both Joe Wonnacott and Dale Hoots have applied for the position.

Chief Weisbaum will be joining us remotely, as he will be in Denver ahead of the annual EMS Day at the Capitol. As noted in his report, call volume declined in January due to conditions. We were also disappointed to hear the Quint will be delayed by approximately a month.

In my report this month, I would ask for the Board's agreement to provide Joe Wonnacott a \$5,000 supplemental payment for stepping up and serving as Interim Fire Marshal since late August 2025. I am proud of how Joe has stepped up when needed and has kept our fire prevention programs on track. He has also managed the Whetstone Village situation with skill and professionalism. After accounting for Ric's retirement agreement, we have sufficient budgeted funds remaining to make this payment.

CRESTED BUTTE FIRE PROTECTION DISTRICT  
Chief Executive's Report

Additionally, we have continued policy work on a number of fronts. The Chain of Command Policy from last month has been updated slightly and our new organizational chart will be attached. We are also updating our sick leave policy to preload sick time in a similar manner to what we do for vacation. This is primarily to address low sick leave levels for new employees, where it currently takes more than six months to accrue enough sick leave to cover a full 48-hour shift. Finally, we also worked on a fun policy and schedule for our new Station 1 LED sign. Happy Mardi Gras!

I have not received any public comment prior to the meeting or been advised of any expected in-person comments.

In old business this month we will hear from Western Slope Towers on how the tower design process is progressing. I have also received word from Chris Stryker that the cell carriers are not interested in a temporary cell on wheels (COW) installation, so that will not be proceeding at this time.

Todd Goulding will be joining us in person in our new meeting room. Todd will address plans to resolve north entrance grading and Assistant Chief Duke will likely discuss the garage door issues that remain our final barrier to moving crews and equipment into the new facility. We are also actively working on closing out punch lists and contracts as soon as possible.

Finally, in old business we have submitted our duplex plans to the Design Review Committee (DRC) of the Larkspur Homeowners Association for 30 Nicky Court. The DRC meeting will be held on Thursday, February 19, and I will be representing CBFPD along with our architect, Ben White. We are also simultaneously working with counsel John Chmil to finalize a bid package so we can select a contractor to build the project once approved.

As a programming note, we are still hoping to discuss updates to our member housing policy and agreements; however, that was not practical for February due to the agreement updates still in progress and the pension board meeting limiting our time to discuss and take comment.

In new business this month we have the updated Board Bylaws prepared. As noted last month, the substantive update is the addition of public comment rules requested in December. A few other language updates are also included, primarily around the officer titles we use. Those terms have been standardized to Chairman and Vice-Chairman instead of the alternate titles of President and Vice-President. If the draft is suitable as written, I would be happy to have your approval to finalize.

As always, I also welcome any other unscheduled business or board member comments.

### 3. Action Items

- a) Approve consent agenda
- b) Ratify Interim Fire Marshal payment to Joe Wonnacott.
- c) Review and adopted updated board bylaws

**LEASE**

THIS LEASE is entered into this ~~fifteenth~~<sup>first</sup> day of ~~February~~<sup>December</sup> 202~~6~~<sup>5</sup>, by and between CRESTED BUTTE FIRE PROTECTION DISTRICT (CBFPD), a quasi-municipal corporation and political subdivision of the State of Colorado (the "Landlord"), and CRESTED BUTTE SEARCH AND RESCUE INC. (CBSAR), a Colorado Non-Profit Corporation ("Tenant") providing services to the Gunnison County Sheriff.

**RECITALS**

WHEREAS, the Landlord is the Owner of certain real property and improvements on Gunnison County parcel number 3177-353-05-001 (the "Premises"); and

WHEREAS, The Landlord recognizes the taxpayers of the Crested Butte Fire Protection voted to support the construction of a search rescue facility on the Landlord's emergency services campus.

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Premises primarily consisting of the free-standing building at 310 Gunnison County Road 317, Crested Butte, CO 81224, as further depicted on Exhibit A (the "Leased Space") to be used by CBSAR as its mountain rescue facility;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

**ARTICLE I.  
Leased Space And Terms**

Demise. Landlord, in consideration of the rents, covenants, agreements and conditions hereinafter mentioned to be kept and performed by Tenant, has this date rented, leased, let and by these presents does rent, lease and let to the Tenant the Leased Space with all of the rights, privileges, easements and appurtenances thereunto attached and any way thereunto belonging.

Term. The Term of this Lease Agreement shall be ten (10) years, commencing at 12:00 midnight on the ~~15<sup>th</sup>~~<sup>1<sup>st</sup></sup> day of ~~February~~<sup>December</sup>, 202~~6~~<sup>5</sup> and ending at 12:00 midnight thereafter on the last day of ~~January~~<sup>December</sup> 203~~6~~<sup>5</sup>, unless sooner terminated as hereinafter set forth. Tenant may terminate this Lease at any time by giving written notice to Landlord at least thirty (30) days in advance of the date of termination; and Landlord may terminate by giving at least two (2) years advance notice to Tenant.

Provided that Tenant has performed in a timely manner under all of the terms, covenants and conditions to be performed by the Tenant under this Lease Agreement, the Term may be extended for seventeen (17) additional five (5) year terms ("extended

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Term") at the option of the Tenant. The option to extend the primary Term of the Lease Agreement shall be deemed to automatically have been exercised unless the Tenant has delivered to Landlord written notice of its election that it will not extend the Lease term at least three (3) months before the expiration of the primary Term or any extended Term. If the Tenant fails to provide notice that the Term of the Lease Agreement will not be extended, the Lease Agreement shall automatically be extended for the entire extended Term upon the terms and provisions herein provided, or upon such terms and provisions as shall be mutually agreed upon in writing by the Parties.

The Parties agree and acknowledge that this Lease Agreement does not create, and shall not be deemed to have created, a multiple-fiscal year direct or indirect debt or other financial obligation of any nature. All financial obligations of Landlord hereunder are expressly made contingent upon annual appropriation and budgeting of specific funds to discharge such financial obligations.

**ARTICLE II.  
Rental**

In consideration of the aforesaid demise and lease, the Tenant hereby covenants and agrees:

Tenant covenants and agrees to pay Landlord an annual rental in advance in the amount of ten dollars (\$10), commencing on the first day of this Lease, and each anniversary date thereafter during the term of this Lease.

In the event Tenant's status as a Nonprofit Corporation should change in any way during the Term, primary or extended, of this Lease Agreement, then the Landlord shall have the option of increasing the annual rental payable hereunder to not more than 12% of the real estate value of the leasehold estate ("Recalculated Rent"). In that event, either Party shall have the right to request an appraisal of the leasehold estate for the purpose of establishing and/or adjusting the Recalculated Rent.

**ARTICLE III.  
Quiet Enjoyment**

Landlord covenants so long as Tenant shall keep, observe and perform all of the other covenants and conditions of this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Space for the Term of this Lease.

**ARTICLE IV.  
Title to Fixtures**

4.1 Title to Fixtures. Title to the existing improvements on the Leased Space, if any, shall remain in Landlord. Tenant may construct new improvements, remodel or replace present improvements and improve the Leased Space as it deems

necessary or desirable ("Improvements"), upon written consent and approval of the Landlord, and title to Tenant Improvements, including but not limited to fixtures, shall vest in the Landlord. Tenant shall not cause or allow any liens to be placed on the Premises and Leased Space while making such Tenant Improvements. Tenant shall have removed within ten (10) days of written request from Landlord any lien on the Premises or Leased Space. Tenant shall further indemnify and hold Landlord harmless for any actions regarding Improvements on the Premises or Leased Space.

4.2 Title Upon Termination. If this Lease should terminate for any reason prior to expiration of the Term, then, in that event, Tenant shall execute such documents as are necessary to convey title, and thereupon title to the Leased Space shall fully vest in the Landlord.

#### **ARTICLE V. Taxes and Other Charges**

5.1 Tax Exemption. It is anticipated by Landlord and Tenant that Tenant will be successful in establishing to the satisfaction of the Assessor of Gunnison County that Tenant's use of the property renders the property not subject to property taxes.

5.2 Real or Personal Property. Although no taxes are expected, Tenant shall pay, before a delinquency, all personal property taxes, if any, assessments and other charges, if any, levied upon or assessed against the fixtures owned by CBSAR and located on the Premises or within the Leased Space, or which will become a lien or are due and payable during the term of the Lease or any extension thereof. Taxes assessed covering a fractional year at the termination of this Lease shall be pro-rated between the parties.

5.3 Contest. Although no taxes are expected, Tenant shall have the right to contest or review by legal proceedings all or any part of any tax or assessment which Tenant is required to pay under this Article V; provided that, not less than ten (10) days prior to the date upon which any such tax or assessment or a part thereof shall have become delinquent, Tenant shall give written notice to Landlord of its intention so to do, and further provided that such contest or review shall not adversely affect Landlord's interest in the Premises nor subject such interest to forfeiture. Tenant shall indemnify and hold Landlord harmless from and against any and all costs, expenses, claims, losses or damages including reasonable attorney's fees resulting therefrom and shall, upon request of Landlord, post such security in such amount and in such types as may be satisfactory to Landlord to protect fully the Landlord in the event any such legal proceedings or contests are determined adversely to Tenant.

#### **ARTICLE VI. Insurance and Destruction**

6.1 Insurance. Landlord shall, at all times during the term of this Lease, keep the free-standing building, known as the Leased Space insured for the mutual benefit of Landlord and Tenant against loss or damage by fire, and such other risks as may be included in the standard form of "all risks of physical loss" insurance from time to time available, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer within the terms of the applicable policies, and in any event, in an amount not less than one hundred percent (100%) of the then full replacement value of the Improvements, calculated yearly. During the period of any construction or reconstruction of the Leased Space, insurance of the character described in the subsection shall be effected by Tenant or Tenant's contractor under a builder's risk policy with an all-risk endorsement. All such insurance shall be issued in the names of Tenant and Landlord as their respective interests may appear.

6.2 Disposition of Proceeds. Casualty losses covered by the insurance provided for in this Lease shall be adjusted with the carriers by and at the cost of Tenant. Losses shall be payable to Tenant for use in the restoration of the Leased Space in accordance with Section 6.5 below.

6.3 Liability Insurance. Tenant agrees throughout the term of this Lease it shall maintain (i) contents insurance; (ii) general liability insurance in an amount of not less than \$2,000,000 per occurrence, protecting Tenant and Landlord against claims of any and all persons and entities for personal injury, death or property damage occurring upon, in or about the Premises or Leased Space; and (iii) appropriate workers' compensation insurance.

6.4 Rating - Certification - Additional Insured. All policies for such insurance as is provided for in this Article VI shall be obtained by Landlord or Tenant from responsible carrier or carriers authorized to do business in the State of Colorado, with a Best's rating of not less than A or public entity insurance pool authorized to do business in the State of Colorado. Policies or certificates evidencing such insurance coverage shall be delivered by Tenant to Landlord or by Landlord to Tenant upon the execution of this Lease, and certificates evidencing renewal of such insurance shall be delivered to Landlord or Tenant at least ten (10) days prior to the expiration of any policy of such insurance. Any such policies shall contain an agreement by the insurers not to cancel or reduce such policies or alter their respective coverages except upon at least thirty (30) days' prior written notice to Landlord or Tenant. Landlord or Tenant shall be named as an additional insured as its interests may appear in all such policies and receive satisfactory certificates of such insurance.

6.5 Destruction. If the Leased Space or any part thereof shall be damaged or destroyed by fire or any other casualty whatsoever, Landlord shall restore the Leased Space (free-standing building and finishes) ~~—shell only~~ or such part thereof as is damaged or shall cause the same to be restored. Such reconstruction shall be paid for by Landlord who may use funds received from the insurance of the Premises or Leased

Space. Tenant shall be responsible for restoring or repairing any damage to contents and finishes added by the Tenant of the Leased Space and to complete such reconstruction and repairs with diligence. If any of the insurance monies paid by the insurance companies shall remain after the completion of such restoration, the excess shall be retained ~~by or paid to Landlord~~ by the insured parties.

6.6 Cooperation. Landlord and Tenant each agree it will cooperate with the other, to such extent such other Party may reasonably require, in connection with the prosecution or defense of any action or proceeding for the collection of any insurance monies that may be due in the event of any loss or damage, and it will execute and deliver to such other Party such instruments as may be required to facilitate the recovery of any insurance monies. However, the costs and expenses incurred on behalf of and at the request of Tenant, including reasonable attorneys' fees incurred by Landlord, of all such actions and proceedings shall be paid by Tenant.

6.7 Policy or Certificate. Each Party shall make available, at the other's request, copies of all policies or certificates of the insurance companies or public entity insurance pool providing said policies which are relevant to the provisions of this Lease.

6.8 Rent Abatement. This Lease shall not terminate and the rent shall not abate in the event of partial or total damage or destruction of the Leased Space by fire or other cause.

## **ARTICLE VII. Eminent Domain**

7.1 Premises and Leased Space. If the whole of the Premises and Leased Space shall at any time during the term of this Lease be taken by any public authority for any public use, or if a portion of the Premises and Leased Space shall at any time during the term of this Lease be taken by any public authority for any public use rendering the remainder of the Premises and Leased Space unusable, the entire damages which may be awarded for such taking shall be apportioned between Landlord and Tenant as follows:

- (a) Landlord shall always be entitled to 100% of the amount of the award relating to the Premises.
- (b) Landlord and Tenant shall share in the amount of the award relating to the Leased Space depending upon the amounts paid for the Leased Space by each Party.

7.2 Termination of Lease. If the whole or any part of the Premises or Leased Space shall be condemned by eminent domain for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding.

## **ARTICLE VIII.**

### **Maintenance and Covenant Against Waste and Right of Inspection**

Tenant shall, throughout the term of this Lease, take good care or cause good care to be taken of the Premises and Leased Space and shall promptly make or cause to be made, all repairs, interior or exterior, structural or non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Leased Space and Premises in good and lawful order and condition. Landlord reserves the right to inspect the Premises and the Leased Space thereon at reasonable times during the term of this Lease. When used in this paragraph, the term "repairs" shall include reasonable replacements, restoration or renewals when necessary. Landlord shall not be required to make any expenditure for the maintenance or repair of the Premises or Leased Space which are not budgeted by Landlord.

## **ARTICLE IX.**

### **Use and Compliance with Laws**

9.1 Use. Tenant agrees that the Leased Space will, during the term of this Lease, be used only for a mountain rescue facility. This use may include the rental of portions of the building for public use by the Tenant. Tenant shall have exclusive management over the Leased Space subject to the terms and conditions of this Lease and subject to Landlord's right to use contained in Article XII hereof.

9.2 Compliance. Tenant shall, throughout the term of this Lease, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations and requirements of duly constituted public authorities, existing or hereafter created, foreseen or unforeseen, ordinary as well as extraordinary, and whether the same shall presently be within the contemplation of the parties hereto or shall involve any change of governmental policy or require structural or extraordinary repairs, alternations or additions and irrespective of the costs thereof, which may be applicable to the Premises or the Leased Space, and the repair and alteration thereof including, without limitation, the fixtures and equipment therein and the parking, sidewalks and curbs, if any, adjoining the Leased Space or the use or manner of use of the Premises or the Leased Space and the repair and alteration thereof including, without limitation, the fixtures and equipment therein and the parking, sidewalks and curbs, if any, adjoining the Leased Space or the use or manner of use of the Premises or the Leased Space.

9.3 Contest. Provided such will not subject the Premises to a foreclosable lien, Tenant shall have the right to contest, by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of a nature herein referred to and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted by and at the expense of Tenant, that Landlord shall not thereby suffer any civil, or be subject to any criminal, penalties or sanctions, and that Tenant shall properly protect and save harmless Landlord

against any liability and claims for any such non-compliance or postponement or compliance. Landlord shall have the right, but shall be under no obligation, to contest by appropriate legal proceedings, any such law, ordinance, rule, regulation or requirement.

**ARTICLE X.  
Permits and Licenses**

Tenant shall procure or cause to be procured any and all necessary permits, licenses or other authorizations required by the lawful and proper use, occupation, operation and management of the Leased Space.

**ARTICLE XI.  
Utilities**

11.1 Utilities. Landlord, subject to annual appropriation, and Tenant shall pay the respective utility costs as set forth in Exhibit B. This provision specifically allows Landlord to cease paying all or part of utility costs upon the failure to appropriate in the annual budget sufficient funds for that purpose. Beginning in ~~October~~ March 2026, and annually thereafter, the parties will meet and discuss any adjustments to the utility costs set forth in Exhibit B. Tenant expressly agrees that it may be subject to its proportionate share of gas usage in the future once usage data is available.

**ARTICLE XII.  
Reservations to Landlord**

Landlord reserves the right to access and use the Premises at all times. Landlord further reserves the right to access and use the Leased Space occasionally, or for use during a major local emergency event, provided such use does not unduly interfere with Tenant's use, and upon prior request by Landlord to Tenant. Such access and use shall not be withheld unreasonably. Landlord retains the right to abandon or realign lot lines, or re-subdivide the Premises, so long as it does not affect the use by Tenant.

**ARTICLE XIII.  
Assignment, Subletting, Conveyancing and Encumbering**

Tenant shall not change the use of the Leased Space and shall not sublease, assign, convey or encumber, in whole or in part, any portion of the Lease or the Leased Space, or any part thereof, to any other person or entity, excepting, however, a successor entity performing the same functions as the Tenant, without the prior written consent of Landlord, which consent may be withheld by Landlord at Landlord's sole determination.

**ARTICLE XIV.  
Defaults**

The occurrence of any of the following events shall constitute a default by the Tenant under this Lease:

14.1 Failure to Comply with the Terms and Conditions. Tenant shall violate or fail to comply with any provision, term or condition of this Lease.

14.2 Failure to Perform the Duties of a Search and Rescue Organization as described in C.R.S. Section 24-33.4-7070(10) as determined by the Gunnison County Sheriff for a period of 90 days or more.

14.3 Injunction. Any third person shall obtain an order or decree in any court of competent jurisdiction permanently enjoining or prohibiting Tenant or Landlord from performing this Lease Agreement.

14.4 Change of Use, Sublease, Assignment, Conveyance, Encumbrance. Violation of the provisions of Article XIII of this Lease.

14.5 Remedies and Notice. Upon the happening of any event of default, Landlord will, then or at any time thereafter, and while such event of default or defaults shall continue, give Tenant written notice of Landlord's intention to terminate this Lease. Tenant will receive notice and five (5) days within which to cure defaults. On the date specified in such notice, unless the event of default is curable and is cured, Tenant's right to possession of the Leased Space shall cease and Tenant shall peaceably and quietly yield to and surrender to Landlord the Leased Space, and this Lease shall thereupon be terminated and all of the right, title and interest of the Tenant in the Premises and Leased Space shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such giving of notice or five (5) day period, as the case may be, were the date originally specified for the expiration of this Lease. Tenant shall then quit and surrender the Leased Space to Landlord, but the Tenant shall remain liable as provided in this Lease. However, Tenant shall have the right to cure any event of default which is curable and reinstate this Lease by action commenced within such five (5) day period.

14.6 Repossession. Upon any termination of this Lease, or as otherwise permitted by law, or if an event of default shall continue beyond the expiration of any grace period, Landlord may exercise its rights under Article IV herein.

#### **ARTICLE XV. Surrender**

On the last day of the Term hereof, whether the primary Term or any extended Term, or upon any earlier termination of this Lease pursuant to Article XIV, or otherwise, or upon any re-entry by Landlord upon the Leased Space pursuant to Article XIV, Tenant shall surrender the Leased Space into the possession and use of Landlord without delay and, subject to the provisions of

Articles VI and VII, and subject to Landlord's exercise of its rights under Article IV herein.

**ARTICLE XVI.  
Landlord's Right to Perform Tenant's Covenants**

16.1 Payments. If Tenant shall at any time fail to pay any imposition or other charge in accordance with the provisions of Article V, within the time therein permitted, or to pay for or maintain any of the insurance policies provided for in Article VI, within the time therein permitted, or to make any other payment or perform any other act on its part to be made or performed within the time permitted by this Lease, then Landlord, after five (5) days notice to Tenant (or, in case of any emergency, on such notice, or without notice, as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

- (a) Pay such imposition or other charge payable by Tenant pursuant to the provisions of Article V;
- (b) Pay for and maintain such insurance policies provided for in Article VI; or
- (c) Make such other payment or perform such other act on Tenant's part to be made or performed as provided in this Lease, and may enter upon the Leased Space for such purpose and take all such action thereon as may be necessary therefor. Tenant shall immediately reimburse Landlord for any such payment.

**ARTICLE XVII.  
Notices**

17.1 Notice. Every notice and other communication required under the terms of this Lease or which one Party shall elect to give the other, shall be in writing and shall be deemed properly given if sent by certified mail, postage duly prepaid, or by overnight mail, addressed to the Party to be given such notice or other communication and, when so addressed, shall be deemed to have been properly served, valid and sufficient for all purposes hereof, seventy-two (72) hours after being deposited in a United States Post Office.

17.2 Addresses. All notices and other communications to the parties shall be mailed to their respective addresses as indicated hereinafter. The parties hereto reserve and shall have the right to change from time to time their said respective addresses for the purposes hereto. Every such change of address shall be by notice in writing given in the manner herein provided.

Landlord: Crested Butte Fire Protection District  
PO Box 1009  
Crested Butte, CO 81224

Tenant: Crested Butte Search and Rescue Inc.  
PO Box 485  
Crested Butte, CO 81224

With a copy to: ~~And~~

Gunnison County Sheriff  
510 Bidwell Ave  
Gunnison, CO 81230

**ARTICLE XVIII.  
Indemnifications**

Each Party will indemnify and save harmless the other Party to the extent provided by law and except for uses reserved in Article XII, against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architect and attorneys' fees, which may be imposed upon or incurred by or asserted against either Party by reason of any of the following occurring during the Term of this Lease:

- (a) Any work or thing done in, on or about the Premises or any part thereof;
- (b) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises, the Leased Space or any public road, street, alley, parking or sidewalk, or other space adjacent thereto;
- (c) Any negligence on the part of Landlord or Tenant or any of its agents, servants, or employees;
- (d) Any accident, injury or damage to any person or property occurring in, on or about the Premises, the Leased Space or any part thereof or any public road, street, alley or sidewalk or other space adjacent thereto;
- (e) Any failure by either Party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with; or

Any tax attributable to the execution or delivery of this Lease or any modification hereof. In case any action or proceeding is brought against Landlord, or its assignee by reason of any such claim, Tenant, upon written notice from Landlord or

such designee, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord or such assignee in writing, such approval not to be unreasonably withheld or delayed.

No provision of this Lease shall be construed as a waiver, express or implied, of any immunities or defenses provided to the Landlord under applicable law, including but not limited to the Colorado Governmental Immunity Act, Sec. 24-10-101 and following, C.R.S., as amended.

**ARTICLE XIX.  
Successors and Assigns**

This Lease shall inure to the benefit of and be binding upon the successors and assigns of Landlord and the permitted successors and assigns of Tenant.

**ARTICLE XX.  
Waiver**

The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant or condition.

**ARTICLE XXI.  
Dispute Resolution**

In the event of any dispute or claim arising under or related to this Lease, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. The costs of such mediation shall be shared equally by the parties. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Gunnison County.

**ARTICLE XXII.  
Entire Agreement**

This Agreement contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes and cancels any prior understandings and agreements between Landlord and Tenant with respect to the subject matter of this Lease.

**ARTICLE XXIII.  
Governing Law**

This Lease shall be governed and interpreted by the laws of Colorado in all respects and shall be enforced in the State of Colorado.

**ARTICLE XXIV.  
Paragraph Headings**

The paragraph headings in this Lease are inserted for convenience and are not intended to indicate completely or accurately the contents of the paragraphs they introduce and shall have no bearing on the construction of the paragraphs they introduce.

**ARTICLE XXV.  
Invalidity**

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each Term of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Lease as of the day and year first above written.

CRESTED BUTTE FIRE PROTECTION DISTRICT

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

Title: \_\_\_\_\_

CRESTED BUTTE SEARCH AND RESCUE

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

Title: \_\_\_\_\_

EXHIBIT A  
[SITE PLAN OF LEASED PROPERTY]

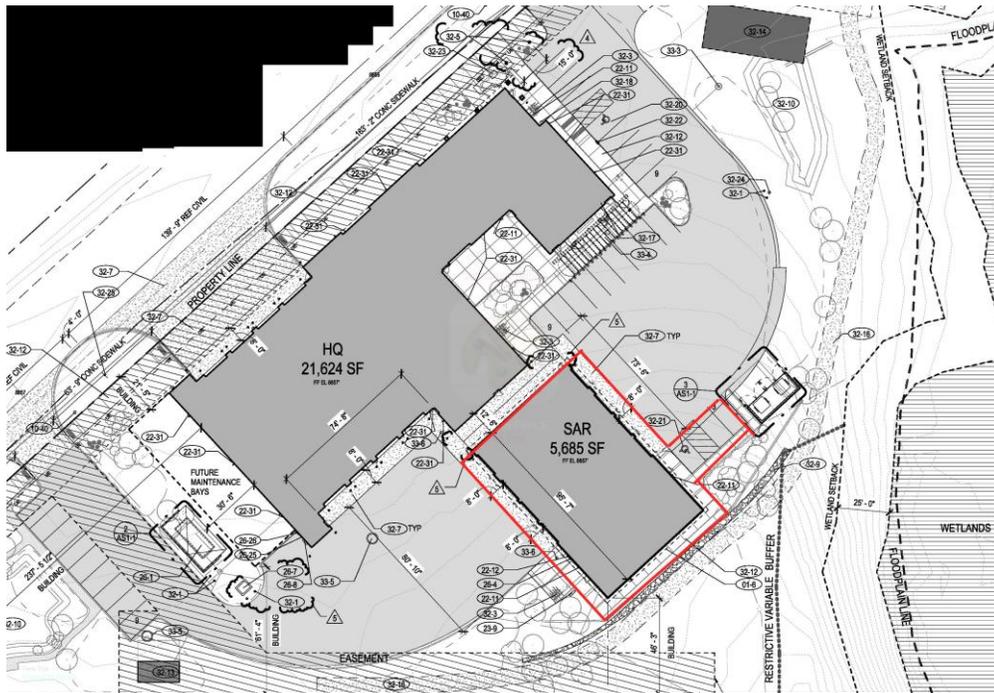


EXHIBIT B  
[UTILITY CHARGES]

Electric Service – Paid directly by CBSAR

Water Service – Provided by CBFPD from on-site well

Sewer Service – Paid directly by CBSAR

Trash Service – Joint dumpster on site. Paid by CBFPD

Internet Service – Paid by CBFPD

Phone Service – Not provided, CBSAR can establish independent service if desired

Fire Alarm monitoring – Provided by CBFPD

Access Control – Paid by CBFPD. CBFPD will provide suitable administrative access to CBSAR leadership to manage access control for their membership as needed.

Gas Service – Paid by CBFPD through single meter connection to Fire HQ building. The only gas usage on Lease Space is CBSAR garage space and driveway slab heating estimated to be 25% or less of total gas usage subject to review as noted in Section 11.

EXHIBIT C  
[TERM EXTENSIONS]

The Parties agree to meet every five (5) years during the Term and any Extended Terms to review lease performance, facility needs and anticipated future requirements. Topics shall include, but are not limited to, the following:

Lease Structure & Financial Terms

- Is the current lease structure functioning as intended?
- Appropriateness of nominal rent based on nonprofit status.
- Utility allocations (Exhibit B) — confirm accuracy and fairness.
- Any material changes in either Party's financial posture.

Facility Adequacy

- Is the Leased Space adequate for current operations?
- Equipment storage, apparatus bays, training space, and member facilities.
- HVAC, electrical, communications, and other building systems performance.
- Identify repairs, upgrades, or capital needs.

Organizational Growth & Future Needs

- CBSAR membership growth, equipment changes, and mission evolution.
- CBFDPD campus development plans that may impact the site.
- Anticipated changes in call volume or operational requirements.

Interagency & Emergency Operations

- Coordination and interoperability needs on the campus.
- Communications systems, radio infrastructure, and shared emergency protocols.
- Any operational impacts requiring facility adjustments.

Maintenance & Capital Planning

- Review responsibilities under Article VIII.
- Long-term maintenance planning for building shell (Landlord) and interior (Tenant).
- Expected replacement cycles for major systems.

Compliance & Regulatory Considerations

- Any regulatory or code changes affecting facility use or configuration.
- Update on required permits, licenses, or operational authorizations.

Site Planning & Campus Considerations

- Parking, access, snow storage, traffic circulation, and shared infrastructure.
- Landlord plans for future construction, re-subdivision, or site realignment.

Continuation of Term

- Tenant confirmation of intent to renew the next five-year term.
- Identification of issues needing resolution before renewal.

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

**BYLAWS**



**Adopted: February 9, 2026**

## **CRESTED BUTTE FIRE PROTECTION DISTRICT BYLAWS**

Section 1. **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.

Section 2. **Purpose.** It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

Section 3. **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 high quality public services as authorized under the District Service Plan or by law.

Section 4. **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 impliedly 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:

- a. 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.
- b. 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/or by resolution, give a chief executive or other appointed signatory the power to sign contracts and other official documents on behalf of District.
- c. 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.
- d. 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.

Section 5. **Office.**

- a. **Business Office.** The principal business office of District shall be at 300 County Road 317, Crested Butte, Colorado, until otherwise designated by the Board.
- b. **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.

Section 6. **Meetings.**

- a. **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 #1 at 300 County Road 317, 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.
- b. **Meeting Public.** All meetings of the Board, other than executive sessions, shall be open to the public.
- c. **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.
- d. **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.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

Section 7. **Conduct of Business.**

- a. **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.
- b. **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.
- c. **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.
- d. **Order of Business.** The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order:
  1. Call to order / roll call
  2. Approval of the agenda and introduction of guests
  3. Approval of the minutes of the previous meeting(s)
  4. Financial reports and approvals;
  5. Hearings, as needed;
  6. Staff or consultant reports;

7. Correspondence and Public comment
  8. Unfinished business;
  9. New business;
  10. Unscheduled business and board member comments
  11. Executive session, as needed; and
  12. Action following executive session
  13. Adjournment
- e. **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.
- f. **Minutes.** 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 via 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.
- g. **Public Comment.** The board will accept public comment for up to 30 minutes at any regular meeting of the board. Requirements for comment will be as follows:
1. Speakers may be asked to sign in before the meeting to acknowledge these Rules and provide their name, the topic about which they seek to address the Board, and to confirm whether they are a resident of the District or not.
  2. The purpose of Public Comment is to provide input to the Board on issues relevant to the District and about which the Board has authority.
  3. Public comments shall be:
    - i) Limited to three (3) minutes.
    - ii) Directed to the Board as a whole and not to individual members.
    - iii) Presented in a courteous and professional demeanor and not in a threatening, profane, vulgar, insulting, or abusive manner.
    - iv) Limited to topics pertaining to the District and about which the Board has authority.
  4. Speakers, when recognized by the Board Chair, may be asked to provide their name and to confirm whether they are a resident of the

District or not prior to addressing the Board.

5. Individuals who engage in repetitive comments or questions or who otherwise violate the provisions of Rules 2 or 3 above will be asked to refrain and/or yield the floor.
6. Failure to abide by these requirements after a first warning may result in the Board requiring that the speaker, in lieu of speaking, submit his/her statements in writing.
7. Neither the Board nor the administration shall engage in a discussion or provide an immediate response to the input. Rather, the Board can benefit from hearing the input and determine what follow-up action is required, if any.
8. The Board Chair is responsible for the administration and enforcement of these rules.
9. If a member of the public continues to disrupt the meeting or engages in threatening or violent behavior, law enforcement may be called.

Section 8. **Directors, Officers and Personnel.**

- a. **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.
- b. **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.
- c. **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:

1. 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;
  2. 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
  3. 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.
- d. **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.
- e. **Election of Officers.** The Board of Directors shall elect from its membership a Chair, Vice Chair, 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.
- f. **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.
- g. **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.
- h. **Chair.** The Chair of the Board and shall preside at all meetings. The Chair 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.
- i. **Vice Chair.** In the absence of the Chair the Vice Chair shall preside at all meetings. When acting as the Chair, the Vice Chair shall have all authority granted to the Chair.
- j. **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.

- k. **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.
  
- l. **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.
  
- m. **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.
  
- n. **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.
  - 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.
  
- o. **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.

Section 9. **Financial Administration.**

- a. **Fiscal Year.** The fiscal year of the District shall commence on January 1 of each year and end on December 31.

- b. **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.
- c. **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.
- d. **Adoption of Budget.** On or before December 15<sup>th</sup> 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 15<sup>th</sup>), 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.
- e. **Appropriating Resolution.**
1. 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.
  2. 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.
  3. The Board may make an appropriation to and for a contingent fund to be used in cases of emergency or other unforeseen circumstances.
- f. **Levy and Collection of Taxes.** On or before December 15<sup>th</sup> 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.

- g. **Filing of Budget.** On or before January 30<sup>th</sup> 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.
- h. **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 and no District funds shall be expended in payment of such contracts, except as permitted by Sections 9(i) and 9(j) below.
- i. **Contingencies.**
  - 1. 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.
  - 2. 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.
- j. **Payment of Contingencies.**
  - 1. 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.
  - 2. 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.
- k. **Annual Audit.**
  - 1. 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 31<sup>st</sup> 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.

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

Section 10. **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.

Section 11. **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.

- a. **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.
- b. **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.
- c. **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.
- d. **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.

Section 12. **Board Members as Employees.** No Board member shall be employed by, or currently serve as a volunteer member of, the fire district.

Section 13. **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.

Section 14. **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.

Section 15. **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 \$120,000 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.

- a. A Notice or Invitation to Bid shall be prepared and published in accordance with statutory directive.
- b. 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.
  1. 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.
  2. A Payment and Performance Bond shall be required for contracts over \$50,000, and are discretionary with the Board under that amount.
  3. 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.
- c. 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:

1. 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.
2. 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.
3. 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.
4. 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.).

Section 16. **Policies 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.

Section 17. **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.

Section 18. **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 9<sup>th</sup> day of February, 2026, by the Board of Directors of Crested Butte Fire Protection District.

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Kenneth J. Lodovico, President

Attested By:

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Matthew L. Halvorson, Secretary