

CRESTED BUTTE FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING  
District Headquarters Conference Room  
300 County Road 317 Crested Butte, CO 81224  
Tuesday, March 10, 2026 - 4:00 PM  
**NOTE EARLIER START TIME**

- 4:00 CALL REGULAR MEETING TO ORDER
1. Introduction of Guests
  2. Review / Changes to Agenda
- 4:05 EXECUTIVE SESSION
1. §24-6-402(4)(f), C.R.S., Personnel Matters related to Chief Executive Officer Sean Caffrey
  2. §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 related to the CBSAR lease and Larkspur housing
- 5:15 CONSENT AGENDA
1. Approval of minutes February 9, 2026 regular meeting
  2. Approval of minutes February 20, 2026 special meeting
  3. Approval of monthly financial reports
- 5:20 FIRE PREVENTION REPORT
1. Whetstone Village Housing Update
- 5:30 EMS & FIRE CHIEF REPORT
1. New Full-Time Employees
- 5:40 CHIEF EXECUTIVE REPORT
1. Computer Aided Dispatch Contracting
  2. Updated Training and Education Policy
- 5:50 PUBLIC COMMENT
- 5:55 OLD / UNFINISHED BUSINESS
1. Crested Butte South Communications Tower – Scott Stryker
  2. Emergency Services Campus Update – Goulding
    - a. Search and Rescue Lease - Caffrey
  3. Larkspur Project Update
- 6:15 NEW BUSINESS
1. Member Housing Policy Discussion
- 6:40 UNSCHEDULED BUSINESS AND BOARD MEMBER COMMENTS
- 6:45 ADJOURNMENT

Online Meeting Information

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

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

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

Password: 5333

CRESTED BUTTE FIRE PROTECTION DISTRICT  
Chief Executive's Report

March 9, 2026

1. Consent Agenda

- a) February 9<sup>th</sup> Regular Meeting Minutes
- b) February 20<sup>th</sup> Special Meeting Minutes
- c) Monthly Financial Reports

2. Chief Executive's Comments:

I would like to begin this month's report by thanking Evan Sandstrom, Dylan Futrell, Abby Dee Thompson and Ryan Woods for participating in our recent full-time hiring process for two operational positions. While we are not able to hire all of them, the fact that we have motivated candidates in our reserve pool is a testament to our status as a desirable employer and the fact we are continuing to build a pipeline of members for future positions. My thanks as well to Dale Hoots and Joe Wonnacott for pursuing the Fire Marshal position. Putting yourself out there to interview for a new position is always a personal risk and I am grateful to all of them for giving the process their best.

February saw some improvement in our snow conditions; however, it remains far from the long-term median at about 81% of normal. We have also continued to see fire warnings along the Front Range so it remains reasonable to expect a busy wildfire season statewide.

February has also seen ongoing activity to work through move-in, outfitting and punch list activities at our new facilities. Things are indeed coming together although we are chasing down a number of gremlins. Our roof drains have been a primary concern along with some heating control issues. I am confident that we will continue to dial things in over the next couple months. We have also ceased routine staffing of Station 2 in Mt. Crested Butte for the foreseeable future as we have relocated those personnel to the new headquarters facility along with Ladder 1.

First up this month will be the executive session regarding my performance as well as my interaction with the recently concluded workplace investigation. I am grateful for the Board's attention to that matter and have provided a packet with my perspective and my intentions moving forward. I look forward to answering any questions you may have.

We will also hold a second executive session to discuss our ongoing negotiation challenge that has prevented us from coming to suitable lease terms with Crested Butte Search and Rescue. While we remain agreed on a 5-year notice provision, CBSAR has insisted on a mutual termination clause. John Chmil will also advise on our recent conversations with the Larkspur HOA. We will adjourn the executive session no later than the regular start time of 5:15 pm.

I do not have any particular highlights on the consent agenda items. We are continuing to close out the construction project and look forward to finalizing how those expenses are playing out. We also received information last week that our bond arbitrage payment due later this year will be approximately \$1.65M, higher than the original estimate of \$1.45M. Otherwise, revenue and expenses remain on track year to date.

In staff reports this month, I am excited to refer to Joe Wonnacott as our Fire Marshal and congratulate him on his promotion. He will update us on Whetstone Village housing project as well as other major activities. In addition to Fire Marshal Wonnacott's report I am working to put together a facilitated strategic planning session specifically for the fire prevention team that we hope to conduct in the next few months.

CRESTED BUTTE FIRE PROTECTION DISTRICT  
Chief Executive's Report

Chief Weisbaum will update us on operational activities last month as well as the outcome of our current operational hiring process.

In my report this month, I have a few updates. Firstly, after almost a year of a joint selection effort with our public safety partners in both Gunnison and Pitkin Counties, the 9-1-1 Authority Board has directed that we enter into contract talks with 10-8 Systems for the acquisition of a new computer-aided dispatch system. Chief Weisbaum has been instrumental in helping with the review and selection process. We anticipate most of the funding for this acquisition will become part of our annual dispatch fees, however we may see hardware and connectivity costs as the system rolls out in late 2026. Secondly, we have made an adjustment to our training policy to allow reserve members to be paid for up to 4 hours training each month. This will incentivize keeping skills sharp and clean up any on-duty / off-duty concerns regarding workers' compensation coverage. Finally, I do want to let the board know that we have seen an increase in workers' comp claims over the last few months. Currently one of them has led to significant lost time and we have another heading in the same direction. The remainder have been minor injuries or potential exposures we just want to document. Regardless, it is reasonable that this will drive our coverage costs up in future years as we have had hardly any claims in the last few years.

I have not received any public comment prior to the meeting. I do expect some members of the CBSAR group may join us to discuss their perspective on the building lease.

In old business this month we will hear from Western Slope Towers on how the tower design process is progressing.

Todd Goulding will be joining remotely to update us on close out and punch list items for the new campus. We should also take the opportunity to vote on our final position regarding the CBSAR lease. I recommend approval of the latest draft contained in the packet that retains the District's ability to unilaterally terminate the lease with 60 months' notice.

Finally, in old business the Larkspur HOA has delayed our design review until March 19<sup>th</sup>. My understanding of the situation is the delay was related to a threat of litigation by a homeowner. At Chief Duke's request I did prepare the attached letter to explain our intentions, and we will see how the March meeting progresses. I will be representing CBFPD along with our architect, Ben White.

As we have been promising for a few months, we will discuss updates to our member housing policy and agreements as our sole new business item for March. All of our members currently in member rental housing have been invited to join us. The two key items are the creation of a key employee designation and finalization of how we will address the 5-year member housing time limit. Still unresolved is exactly how we will deal with subleasing arrangements that will likely be clarified with John in the next few weeks.

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

### 3. Action Items

- a) Hold Executive Sessions / Determine direction on CBSAR Lease
- b) Approve consent agenda
- c) Act on CBSAR Lease.
- d) Discuss housing policy and agreements

CRESTED BUTTE FIRE PROTECTION DISTRICT  
MINUTES OF REGULAR MEETING  
Fire Station 1  
300 CR 317 Crested Butte, CO 81224  
Monday, February 6, 2026 - 5:15 PM  
Approved \_\_\_\_\_

Attendance

Board Members Present: Matt Halvorson, Ken Lodovico, Jack Dietrich, Brittany Perkins  
Guests: Todd Goulding- Goulding Development Advisors, Chris Stryker -Western Slope Towers LLC  
Staff, Volunteers and Public: Sean Caffrey, Annie Tunkey, Robert Weisbaum, Jeff Duke, Dale Hoots, Randy Felix, Ric Ems, Adam Murdie, C-Shift, Rob Glow, Kemble Widmer, Jonathan Holton, Kevin Schiferl, Carolyn Schiferl, Michael Reily

Changes to the Agenda

Meeting called to order at 5:15 pm by Board Chairman Ken Lodovico  
No changes to the agenda

Consent Agenda

Approval of the January Regular Meeting Minutes  
Approval of Monthly Financial Reports for January  
Motion to approve the consent agenda by Dietrich, seconded by Perkins. Motion passes unanimously.

Fire Prevention Report

Deputy Fire Marshal Dale Hoots presented the written report to the board. There were questions from the board regarding the water supply at the Whetstone construction project.

EMS & Fire Chief Report

Chief Weisbaum presented his written report. Call volume in general is down likely due to the lack of snow. Katie Haper and Kirby Clock are resigning as they are unable to continue as reserve members. Captain Jay Bettencourt passed his Colorado AEMT test. A full-time position has been offered to one candidate from recent interviews, with a second offer expected next week. There were no questions from the board.

Chief Executive Report

CEO Caffrey presented his written report. A Temporary Certificate of Occupancy (TCO) for the emergency services campus was issued by Gunnison County on Friday.  
The Fire Marshal selection process is moving forward with interviews scheduled for February 17<sup>th</sup>. Two internal candidates, Dale Hoots and Joe Wonnacott, have applied. Candidate questions are expected to be distributed by the end of the week, and CEO Caffrey introduced the five-member interview panel to the board.  
Joe Wonnacott has served as Interim Fire Marshal since September 2025. Motion by Dietrich, seconded by Perkins, to award Wonnacott a \$5,000 bonus. Motion passed unanimously.

Policy Updates- Chain of Command Policy and Organizational Chart are under review. The Sick Time Policy is being updated so new employees receive preloaded sick time, rather than accruing at 1 hour per 30 worked.

- Full-time: 80 hours preloaded
- Part-time: 20 hours preloaded
- Retroactive scale: 2025: 80 hours, 2024: 60 hours, 2023: 40 hours, 2022 or prior: 20 hours
- Sliding scale for part-time employees (20 or 10 hours)

The lit CBFPD sign over the bays can change colors CEO Caffrey presented a policy to designate the colors on

the sign.

### Public Comment

Kevin Schiferl, of 307 Larkspur Lane Loop, addressed the board with concerns regarding:

- The Larkspur development and the District's authority to pursue employee housing.
- Cited Colorado statute 32-1-101 and requested written clarification from attorney John Chmil about the District's legal authority, financing, and ownership structure of any proposed housing development.
- Questioned why a special district should engage in providing employee housing.

### Old Business

#### Search and Rescue Lease Clarification & Finalization

Updates included:

- Lease updated to begin February 15.
- Discussion focused on the termination clause. Current draft gives:
  - CBSAR: 30-day termination
  - CBFPPD: 2-year termination
- CBSAR requested removal of CBFPPD's 2-year termination clause.
- Board supported aligning all major review items to 5-year terms.

Motion by Halvorson, seconded by Dietrich, to remove the 2-year termination provision and adopt the lease as written with all terms consolidated into 5-year review periods. Motion passed unanimously.

#### Article 6 Insurance Requirements

- Insurance limits of \$2 million / \$2 million to be reviewed by legal counsel.
- Item tabled.

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

Chris Stryker joined via Zoom for a communications update. The monopine tower will be ordered in the next two weeks and a design package is expected next month. The water line relocation is being tracked with an easement creation recommended; the surveyor will prepare the legal description.

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

The north drive slope has been adjusted from 5% to 4%, with permanent paving scheduled for completion by June 30. Discussion continues regarding the grade transitions at the roadway, the 8-foot sidewalk, and ADA access near the electric vehicle charging station. Duke reported that engineers initially planned to lower the entire ramp and rebuild the north sidewalk, but he prefers a permanent fix similar to the current design to present to the County. The elevator has been fully inspected, and fire prevention has signed off, though the dry hydrant inspection remains pending. Training building props will be installed by month's end, warranty items with FCI are being finalized, and the overall project budget is expected to close out on or under target.

#### **Larkspur Projects Update**

A packet has been submitted to the Larkspur DRC, with Ben White leading the upcoming meeting. The District is working with attorney John Chmil to prepare the required open-bid materials, including a bid packet and draft contract. Clarification has been requested from the Larkspur HOA regarding setback requirements compared with the County plat, with current plans using 10-foot setbacks. The District's authority to provide member housing stems from a 2016 Service Plan amendment, aligning with similar provisions used by the transit authority and county hospital. Assistant Chief Duke is coordinating with designers to ensure the proposed housing meets WUI and fire-safe construction standards.

### New Business

The updated Board of Directors bylaws include:

- Standard public comment procedures.

- Clarification that board officers will use titles Chair and Vice Chair rather than President/Vice President. Motion by Dietrich, seconded by Perkins, to adopt the updated bylaws. Motion passed unanimously.

Unscheduled Business and Board Member Comments

Assistant Chief Reily and Chief Weisbaum presented board members with board mugs.  
No additional unscheduled business or board member comments.

Motion to adjourn at 6:05 pm by Perkins, seconded by Dietrich. Motion passed unanimously.

# Crested Butte Fire Protection District

## Budget vs. Actuals: CBFPD 2026 Adopted - FY26 P&L

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Revenue</b>				
4000 Property Tax - General Fund	184,365.29	5,807,686.00	-5,623,320.71	3.17 %
4020 Specific Ownership Tax	28,325.82	150,000.00	-121,674.18	18.88 %
4040 Intergovernmental Revenue		25,000.00	-25,000.00	
4100 Ambulance/ EMS Service Fees	62,173.77	340,000.00	-277,826.23	18.29 %
4200 Plan Review Fees	38,360.00	150,000.00	-111,640.00	25.57 %
4220 Special Event Fees	112,367.79		112,367.79	
4240 Rental Income	29,300.00	102,050.00	-72,750.00	28.71 %
4300 Impact Fees	1,943.95	25,000.00	-23,056.05	7.78 %
4400 Interest Income	20,104.38	75,000.00	-54,895.62	26.81 %
4500 Grant Proceeds	7,500.00	160,000.00	-152,500.00	4.69 %
4600 Contributions / Donations	300.00		300.00	
4710 Sale of Assets	100.00	2,000.00	-1,900.00	5.00 %
Unapplied Cash Payment Income	-7,569.58		-7,569.58	
<b>Total Revenue</b>	<b>\$477,271.42</b>	<b>\$6,836,736.00</b>	<b>\$ -6,359,464.58</b>	<b>6.98 %</b>
<b>GROSS PROFIT</b>	<b>\$477,271.42</b>	<b>\$6,836,736.00</b>	<b>\$ -6,359,464.58</b>	<b>6.98 %</b>
<b>Expenditures</b>				
5010 (A) Wages - Administration	41,394.68	278,180.00	-236,785.32	14.88 %
5020 (A) Wages - Fire Prevention	172,900.65	404,361.00	-231,460.35	42.76 %
5030 (A) Part-Time / Temp Salaries		5,000.00	-5,000.00	
5040 (A) Housing Stipend	4,200.00	29,900.00	-25,700.00	14.05 %
5060 (A) Payroll Processing Fees	1,623.53	8,000.00	-6,376.47	20.29 %
5130 (A) Medicare Tax	3,008.40	9,969.00	-6,960.60	30.18 %
5140 (A) Social Security Tax	625.01	3,863.00	-3,237.99	16.18 %
5150 (A) FPPA Pension - ER	10,072.34	73,175.00	-63,102.66	13.76 %
5160 (A) FAMLI Premium - ER	912.86	3,094.00	-2,181.14	29.50 %
5200 (A) Health Benefits	17,287.72	112,509.00	-95,221.28	15.37 %
5210 (A) EAP Program Fees	132.75	3,500.00	-3,367.25	3.79 %
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	10,187.62	174,695.00	-164,507.38	5.83 %
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	821.26	20,400.00	-19,578.74	4.03 %
5340 (A) Bank Charges	318.09	10,000.00	-9,681.91	3.18 %
5341 QB Credit Card/ACH Fees	488.13		488.13	
<b>Total 5340 (A) Bank Charges</b>	<b>806.22</b>	<b>10,000.00</b>	<b>-9,193.78</b>	<b>8.06 %</b>
5360 (A) Board Expenses	175.91	3,000.00	-2,824.09	5.86 %
5365 (A) Board Stipends	1,300.00	7,000.00	-5,700.00	18.57 %
5370 (A) Debt Service - Lease Purchase	5,443.38	80,433.00	-74,989.62	6.77 %
5380 (A) Down Payment Assistance		1,500.00	-1,500.00	
5400 (A) Dues & Subscriptions	3,606.50	9,000.00	-5,393.50	40.07 %
5420 (A) Education & Training	833.53	20,000.00	-19,166.47	4.17 %

# Crested Butte Fire Protection District

## Budget vs. Actuals: CBFPD 2026 Adopted - FY26 P&L

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5440 (A) Elections		0.00	0.00	
5460 (A) Fire Prevention & Life Safety	1,540.00	15,000.00	-13,460.00	10.27 %
5500 (A) Insurance - General		65,000.00	-65,000.00	
5520 (A) IT Services & Subscriptions	15,864.26	70,000.00	-54,135.74	22.66 %
5540 (A) Legal & Professional	16,150.49	60,000.00	-43,849.51	26.92 %
5550 (A) Meals & Incentives	1,211.89	26,000.00	-24,788.11	4.66 %
5600 (A) Office Supplies & Equipment	2,463.87	22,000.00	-19,536.13	11.20 %
5620 (A) Postage & Shipping	265.14	3,000.00	-2,734.86	8.84 %
5640 (A) Rent	2,844.00	69,600.00	-66,756.00	4.09 %
5640.1 410 Cascadilla Unit A	3,500.00		3,500.00	
5640.4 737 Zeligman St.	8,400.00		8,400.00	
<b>Total 5640 (A) Rent</b>	<b>14,744.00</b>	<b>69,600.00</b>	<b>-54,856.00</b>	<b>21.18 %</b>
5660 (A) Repairs - Buildings	28.64	45,000.00	-44,971.36	0.06 %
5670 (A) - Repairs - Rental Units	1,224.00	15,000.00	-13,776.00	8.16 %
5700 (A) Snow Removal	474.00	15,000.00	-14,526.00	3.16 %
5720 (A) Telecom - Fixed		15,000.00	-15,000.00	
5760 (A) Travel	6,868.59	22,500.00	-15,631.41	30.53 %
5780 (A) Treasurer's Fee - GF	11,331.97	178,731.00	-167,399.03	6.34 %
5810 (A) Utilities - Rental Units	1,468.08	6,000.00	-4,531.92	24.47 %
5820 (A) Utilities	18,204.75	65,000.00	-46,795.25	28.01 %
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	323,150.47	2,259,358.00	-1,936,207.53	14.30 %
6020 (O) Wages - Ops PT	52,458.61	280,000.00	-227,541.39	18.74 %
6040 (O) Housing Stipend	10,200.00	84,500.00	-74,300.00	12.07 %
6060 (O) Unscheduled Overtime	12,464.09	110,061.00	-97,596.91	11.32 %
6070 (O) Training Pay		5,000.00	-5,000.00	
6080 (O) Special Event Pay		1,500.00	-1,500.00	
6090 (O) Volunteer Stipends	1,500.00	30,000.00	-28,500.00	5.00 %
6130 (O) Medicare Tax	5,224.94	38,388.00	-33,163.06	13.61 %
6140 (O) Social Security Tax	3,274.18	19,840.00	-16,565.82	16.50 %
6150 (O) FPPA Pension - ER	41,154.61	308,097.00	-266,942.39	13.36 %
6160 (O) FAMLII Premium - ER	1,563.89	11,913.00	-10,349.11	13.13 %
6200 (O) Health Benefits	60,052.84	535,303.00	-475,250.16	11.22 %
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	3,172.35	45,000.00	-41,827.65	7.05 %
6440 (E) EMS Supplies	5,145.52	45,000.00	-39,854.48	11.43 %
6450 (F) Firefighting Supplies	1,187.32	250,000.00	-248,812.68	0.47 %
6460 (O) Fuel	3,318.74	45,000.00	-41,681.26	7.37 %
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	2,300.00	10,000.00	-7,700.00	23.00 %

# Crested Butte Fire Protection District

## Budget vs. Actuals: CBFPD 2026 Adopted - FY26 P&L

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6600 (O) Protective Equipment	15,622.51	40,000.00	-24,377.49	39.06 %
6620 (O) Radio & Computer Equipment	315.99	35,000.00	-34,684.01	0.90 %
6640 (O) Repairs - Equipment	3,528.94	20,000.00	-16,471.06	17.64 %
6660 (O) Repairs - Vehicles	1,585.84	55,000.00	-53,414.16	2.88 %
6675 (O) Station Supplies	18,534.14	12,000.00	6,534.14	154.45 %
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 %
6720 (O) Telecom - Mobile	919.50	20,000.00	-19,080.50	4.60 %
6730 (O) Tools & Hardware	583.17	5,000.00	-4,416.83	11.66 %
6750 (O) Training Equipment & Supplies		8,000.00	-8,000.00	
6760 (O) Travel	3,338.20	25,000.00	-21,661.80	13.35 %
6800 (O) Uniforms	8,691.36	30,000.00	-21,308.64	28.97 %
6820 (O) Wellness & Physicals		20,000.00	-20,000.00	
6900 (O) Miscellaneous		2,000.00	-2,000.00	
<b>Total Expenditures</b>	<b>\$947,978.07</b>	<b>\$6,645,870.00</b>	<b>\$ -5,697,891.93</b>	<b>14.26 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$ -470,706.65</b>	<b>\$190,866.00</b>	<b>\$ -661,572.65</b>	<b>-246.62 %</b>
Other Expenditures				
8010 Capital Expenditures	410,791.91	2,177,385.00	-1,766,593.09	18.87 %
9010 Transfer to Capital Fund	287,137.50	800,000.00	-512,862.50	35.89 %
<b>Total Other Expenditures</b>	<b>\$697,929.41</b>	<b>\$2,977,385.00</b>	<b>\$ -2,279,455.59</b>	<b>23.44 %</b>
<b>NET OTHER REVENUE</b>	<b>\$ -697,929.41</b>	<b>\$ -2,977,385.00</b>	<b>\$2,279,455.59</b>	<b>23.44 %</b>
<b>NET REVENUE</b>	<b>\$ -1,168,636.06</b>	<b>\$ -2,786,519.00</b>	<b>\$1,617,882.94</b>	<b>41.94 %</b>

# Statement of Financial Position

## Crested Butte Fire Protection District

As of February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
1000 Operating Checking	95,582.70
1010 BOTW Money Market	24,053.37
1100 COLORTRUST - General Fund	4,627,057.94
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>\$5,552,515.74</b>
Accounts Receivable	
1210 Accounts Receivable- Rent/Fees	84,824.57
1211 Mill Levy Property Tax Receivable	5,623,320.71
1215 Down Payment Assistance Receivable	48,563.53
1250 Property Tax Receivable	0.00
2220 Prepaid Rent Revenue	0.00
<b>Total for Accounts Receivable</b>	<b>\$5,756,708.81</b>
Other Current Assets	
1000.2 Payroll Posting	0.00
1000.3 Clearing Account	0.00
1150 Due from CBFDP Bond Fund	0.00
1255 Accounts Receivable - AUDIT	0.00
1260 Undeposited Funds	1,450.00
1300 Prepayments	0.00
1310 Security Deposits	6,300.00
<b>Total for Other Current Assets</b>	<b>\$7,750.00</b>
<b>Total for Current Assets</b>	<b>\$11,316,974.55</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>\$11,316,974.55</b>

# Statement of Financial Position

## Crested Butte Fire Protection District

As of February 28, 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	27,728.26
<b>Total for Credit Cards</b>	<b>\$27,728.26</b>
Other Current Liabilities	
2005 Accounts Payable- Audit	0.00
2140 Payroll Wages Payable	39,584.77
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	-532.04
2180 Garnishment Payable	0.00
2225 Prepaid Rent	8,050.00
2300 Cash Due Vol Pension Fund	0.00
<b>Total for Other Current Liabilities</b>	<b>\$47,102.73</b>
<b>Total for Current Liabilities</b>	<b>\$74,830.99</b>
Long-term Liabilities	
2210 Deferred Property Tax	5,623,320.71
2500.1 Triplex Lease - Purchase	-25,369.61
2500 Rental Unit Security Deposits	3,400.00
<b>Total for Long-term Liabilities</b>	<b>\$5,601,351.10</b>
<b>Total for Liabilities</b>	<b>\$5,676,182.09</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 February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
3400 Unrestricted Reserve	3,134,307.01
Net Income	-1,161,714.03
<b>Total for Equity</b>	<b>\$5,640,792.46</b>
<b>Total for Liabilities and Equity</b>	<b>\$11,316,974.55</b>

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

February 2026

VENDOR	TOTAL
	402,702.51
1a Auto	142.17
ADP	418.95
ADP Screening & Selection Services	617.79
Alerus	2,772.52
All Data Automotive Intelligence	205.51
Alpine Lumber Co.	53.36
Amazon	3,391.92
Amazon Web Services	14.18
Ambulance Medical Billing	821.26
American Heart Association	38.81
Annie Tunkey	200.00
Apple	0.99
ATMOS Energy	7,583.37
AT&T	594.82
Avis	486.42
B&B Printers	210.00
BMO	134.22
BND Batteries	295.90
BOK Financial	500.00
Bound Tree Medical	159.22
Brittany Perkins	300.00
Camp 4 Coffee	191.74
Casa Bella	447.89
CEBT	45,927.08
Chopwood Mercantile	1,386.41
Chris Carver	175.00
City Market	17.58
Clark's Market	38.16
CoDFPC - Colorado Division of Fire Prevention and Control	640.00
Colorado ALS	8.00
Colorado Wildland & Incident Management Academy	350.00
Commercial Specialists, Inc.	780.00
Complete Wireless Technologies	250.00
Concur Solutions (christopherson Business Travel)	759.80
Crested Butte Ace Hardware	622.50
Crested Butte South Metro District	338.75
Crutchfield	2,618.44
DoubleTree Hotels	200.69
Dynamic Planning & Science	700.00
Eagle Engraving	52.15
Emergency Medical Services Association of Colorado	1,500.00
Employers Council	682.00

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

February 2026

VENDOR	TOTAL
ESO	5,291.14
Exxon Mobil	3,210.49
FedEx	182.76
Fire Marshal's Association of Colorado	90.00
Fire Safety USA	429.85
Flagstar Public Funding Corp.	5,443.38
Fuel Generic	76.28
Galls	5,481.10
GCEA	3,166.17
Gobin's, Inc.	77.63
Guru Importer	10.00
Hamilton Medical Inc.	20,153.51
Henry Schein	218.33
Hertz	266.16
Hilton	459.04
Home Depot	-53.44
International Code Council, Inc	256.12
Intuit	13.99
Jack Dietrich	300.00
Jayson Simons Jones	3,000.00
Joe Wonnacott	275.00
Jose at Elevation	89.00
Ken Lodovico	300.00
King of the Mountain Earthworks	324.00
Lacy Construction	150.00
Life Assist	508.90
Lighthouse Uniforms	215.31
L.N. Curtis & Sons	397,512.58
Lodging (Generic)	2,608.18
Lucidchart	108.00
Lyons Gaddis	6,130.50
Matthew L Halvorson	300.00
Mcgills	76.25
Microsoft	402.08
Montrose Water Factory	175.00
Monty's Auto Parts	510.86
Mt. Crested Butte Water& Sanitation	140.14
Paper Clip	386.54
Parking (Generic)	56.00
Park Whiz	18.02
Patricia S Bellac Law Firm, LLC	5,000.00
QuickBooks Payments	258.53
Respond First Aid Systems	174.15

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

February 2026

VENDOR	TOTAL
Restaurant (Generic)	1,073.46
ROI	159.00
Safeway	15.77
SatCom Global	114.42
Secret Stash	45.95
Shay Krier MD	600.00
SlingTV	60.99
Smith	670.64
Spectrum	244.48
Stanford Computer & Technical Services LLC	480.00
Starlink	65.00
State of Colorado	-14,092.00
Sticker Mule	46.44
Stryker Medical	3,332.44
The Bubble Wrap	49.13
The Copper Owl Design Co.	807.50
Town of Crested Butte	123.61
ULINE	441.33
UMR	2,339.71
UniFi	58.54
United Airlines	200.00
Upper Gunnison River Water Activity Enterprise	921.06
Verizon	80.26
Visionary Broadband	159.96
VRBO	204.44
Wal-Mart	271.94
Waste Management	1,546.78
Wayfair	701.01
W. Eric Tunkey	100.00
Western Slope Fire & Backflow	1,224.00
Whiterock Realty, LLC	4,200.00
Witmer Public Safety Group, Inc.	483.63
<b>TOTAL</b>	<b>\$949,851.15</b>

**Transaction Report**  
**Crested Butte Fire Protection District**  
February 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
5010 (A) Wages - Administration	02/11/2026	Journal Entry	833			5010 (A) Wages - Administration		0.00	0.00
5010 (A) Wages - Administration	02/11/2026	Journal Entry	834		Regular Earnings	5010 (A) Wages - Administration		10,348.67	10,348.67
5010 (A) Wages - Administration	02/24/2026	Journal Entry	123125-8		Regular Earnings	5010 (A) Wages - Administration		10,348.67	20,697.34
5010 (A) Wages - Administration	02/25/2026	Journal Entry	123125-9			5010 (A) Wages - Administration		0.00	20,697.34
5020 (A) Wages - Fire Prevention	02/05/2026	Journal Entry	829		Fire Prevention	5020 (A) Wages - Fire Prevention		118,138.50	138,835.84
5020 (A) Wages - Fire Prevention	02/11/2026	Journal Entry	834		Fire Prevention	5020 (A) Wages - Fire Prevention		15,054.63	153,890.47
5020 (A) Wages - Fire Prevention	02/24/2026	Journal Entry	123125-8		Fire Prevention	5020 (A) Wages - Fire Prevention		10,410.06	164,300.53
5030 (A) Part-Time / Temp Salaries	02/11/2026	Journal Entry	833			5030 (A) Part-Time / Temp Salaries		0.00	164,300.53
5030 (A) Part-Time / Temp Salaries	02/25/2026	Journal Entry	123125-9			5030 (A) Part-Time / Temp Salaries		0.00	164,300.53
5040 (A) Housing Stipend	02/11/2026	Journal Entry	834		Housing2	5040 (A) Housing Stipend		150.00	164,450.53
5040 (A) Housing Stipend	02/11/2026	Journal Entry	834		Housing3	5040 (A) Housing Stipend		800.00	165,250.53
5040 (A) Housing Stipend	02/24/2026	Journal Entry	123125-8		Housing2	5040 (A) Housing Stipend		150.00	165,400.53
5040 (A) Housing Stipend	02/24/2026	Journal Entry	123125-8		Housing3	5040 (A) Housing Stipend		800.00	166,200.53
5050 (A) Overtime	02/11/2026	Journal Entry	833			5050 (A) Overtime		0.00	166,200.53
5050 (A) Overtime	02/25/2026	Journal Entry	123125-9			5050 (A) Overtime		0.00	166,200.53
5130 (A) Medicare Tax	02/05/2026	Journal Entry	829		Employer Medicare Tax	5130 (A) Medicare Tax		1,713.01	167,913.54
5130 (A) Medicare Tax	02/05/2026	Journal Entry	829		CO FAMILI - ER	5130 (A) Medicare Tax		10.43	167,923.97
5130 (A) Medicare Tax	02/11/2026	Journal Entry	833			5130 (A) Medicare Tax		0.00	167,923.97
5130 (A) Medicare Tax	02/11/2026	Journal Entry	834		Employer Medicare Tax	5130 (A) Medicare Tax		341.98	168,265.95
5130 (A) Medicare Tax	02/24/2026	Journal Entry	123125-8		Employer Medicare Tax	5130 (A) Medicare Tax		274.82	168,540.77
5130 (A) Medicare Tax	02/25/2026	Journal Entry	123125-9			5130 (A) Medicare Tax		0.00	168,540.77
5140 (A) Social Security Tax	02/11/2026	Journal Entry	833			5140 (A) Social Security Tax		0.00	168,540.77
5140 (A) Social Security Tax	02/11/2026	Journal Entry	834		Employer Social Security Tax	5140 (A) Social Security Tax		140.67	168,681.44
5140 (A) Social Security Tax	02/24/2026	Journal Entry	123125-8		Employer Social Security Tax	5140 (A) Social Security Tax		168.15	168,849.59
5140 (A) Social Security Tax	02/25/2026	Journal Entry	123125-9			5140 (A) Social Security Tax		0.00	168,849.59
5150 (A) FPPA Pension - ER	02/11/2026	Journal Entry	833			5150 (A) FPPA Pension - ER		0.00	168,849.59
5150 (A) FPPA Pension - ER	02/11/2026	Journal Entry	834		ER AD&D CORRECT	5150 (A) FPPA Pension - ER		322.08	169,171.67
5150 (A) FPPA Pension - ER	02/11/2026	Journal Entry	834		ER PENSION CONT	5150 (A) FPPA Pension - ER		2,242.31	171,413.98
5150 (A) FPPA Pension - ER	02/24/2026	Journal Entry	123125-8		ER AD&D CORRECT	5150 (A) FPPA Pension - ER		320.33	171,734.31
5150 (A) FPPA Pension - ER	02/24/2026	Journal Entry	123125-8		ER PENSION CONT	5150 (A) FPPA Pension - ER		2,232.64	173,966.95
5150 (A) FPPA Pension - ER	02/25/2026	Journal Entry	123125-9			5150 (A) FPPA Pension - ER		0.00	173,966.95
5160 (A) FAMILI Premium - ER	02/05/2026	Journal Entry	829		CO FAMILI - ER	5160 (A) FAMILI Premium - ER		519.81	174,486.76
5160 (A) FAMILI Premium - ER	02/05/2026	Journal Entry	829		CO FAMILI - ER	5160 (A) FAMILI Premium - ER		3.16	174,489.92
5160 (A) FAMILI Premium - ER	02/11/2026	Journal Entry	834		CO FAMILI - ER	5160 (A) FAMILI Premium - ER		103.77	174,593.69
5160 (A) FAMILI Premium - ER	02/24/2026	Journal Entry	123125-8		CO FAMILI - ER	5160 (A) FAMILI Premium - ER		83.38	174,677.07
5200 (A) Health Benefits	02/11/2026	Journal Entry	834		Voluntary Life Contribution	5200 (A) Health Benefits		-71.65	174,605.42
5200 (A) Health Benefits	02/24/2026	Journal Entry	123125-8		Voluntary Life Contribution	5200 (A) Health Benefits		-71.65	174,533.77
5760 (A) Travel	02/11/2026	Check	37345	Dale Hoots	Per Diem ICC 3/4-3/6	5760 (A) Travel	Operating Checking	125.00	174,658.77
5760 (A) Travel	02/16/2026	Expense		Elevation Hotel	Fire Marshal Interview Panelist Hotel Stay	5760 (A) Travel	1050.1 CBFDP Mastercard	434.49	175,093.26
5760 (A) Travel	02/26/2026	Check	37347	Chris Carver.	Per Diem ICC 3/1-3/6	5760 (A) Travel	Operating Checking	275.00	175,368.26
6010 (O) Wages - Ops FT	02/11/2026	Journal Entry	833			6010 (O) Wages - Ops FT		0.00	175,368.26
6010 (O) Wages - Ops FT	02/11/2026	Journal Entry	834		MISCELLANEOUS	6010 (O) Wages - Ops FT		376.44	175,744.70
6010 (O) Wages - Ops FT	02/11/2026	Journal Entry	834		Overtime Earnings	6010 (O) Wages - Ops FT		5,310.48	181,055.18
6010 (O) Wages - Ops FT	02/11/2026	Journal Entry	834		Regular Earnings	6010 (O) Wages - Ops FT		64,470.86	245,526.04
6010 (O) Wages - Ops FT	02/11/2026	Journal Entry	834		SICK	6010 (O) Wages - Ops FT		3,359.64	248,885.68
6010 (O) Wages - Ops FT	02/11/2026	Journal Entry	834		VACATION	6010 (O) Wages - Ops FT		4,401.60	253,287.28
6010 (O) Wages - Ops FT	02/24/2026	Journal Entry	123125-8		HOLIDAY	6010 (O) Wages - Ops FT		5,171.68	258,458.96
6010 (O) Wages - Ops FT	02/24/2026	Journal Entry	123125-8		MISCELLANEOUS	6010 (O) Wages - Ops FT		2,254.83	260,713.79
6010 (O) Wages - Ops FT	02/24/2026	Journal Entry	123125-8		Overtime Earnings	6010 (O) Wages - Ops FT		4,281.90	264,995.69
6010 (O) Wages - Ops FT	02/24/2026	Journal Entry	123125-8		Regular Earnings	6010 (O) Wages - Ops FT		67,325.02	332,320.71
6010 (O) Wages - Ops FT	02/24/2026	Journal Entry	123125-8		SICK	6010 (O) Wages - Ops FT		3,537.88	335,858.59
6010 (O) Wages - Ops FT	02/24/2026	Journal Entry	123125-8		VACATION	6010 (O) Wages - Ops FT		1,391.52	337,250.11
6010 (O) Wages - Ops FT	02/25/2026	Journal Entry	123125-9			6010 (O) Wages - Ops FT		0.00	337,250.11
6020 (O) Wages - Ops PT	02/11/2026	Journal Entry	833			6020 (O) Wages - Ops PT		0.00	337,250.11
6020 (O) Wages - Ops PT	02/11/2026	Journal Entry	834		Regular Earnings	6020 (O) Wages - Ops PT		11,207.00	348,457.11
6020 (O) Wages - Ops PT	02/24/2026	Journal Entry	123125-8		HOLIDAY	6020 (O) Wages - Ops PT		344.00	348,801.11
6020 (O) Wages - Ops PT	02/24/2026	Journal Entry	123125-8		Regular Earnings	6020 (O) Wages - Ops PT		11,329.47	360,130.58
6020 (O) Wages - Ops PT	02/25/2026	Journal Entry	123125-9			6020 (O) Wages - Ops PT		0.00	360,130.58
6030 (O) On-Call Pay	02/11/2026	Journal Entry	833			6030 (O) On-Call Pay		0.00	360,130.58
6030 (O) On-Call Pay	02/25/2026	Journal Entry	123125-9			6030 (O) On-Call Pay		0.00	360,130.58
6040 (O) Housing Stipend	02/11/2026	Journal Entry	834		Housing1	6040 (O) Housing Stipend		400.00	360,530.58
6040 (O) Housing Stipend	02/11/2026	Journal Entry	834		Housing2	6040 (O) Housing Stipend		600.00	361,130.58
6040 (O) Housing Stipend	02/11/2026	Journal Entry	834		Housing3	6040 (O) Housing Stipend		1,550.00	362,680.58
6040 (O) Housing Stipend	02/24/2026	Journal Entry	123125-8		Housing1	6040 (O) Housing Stipend		400.00	363,080.58
6040 (O) Housing Stipend	02/24/2026	Journal Entry	123125-8		Housing2	6040 (O) Housing Stipend		600.00	363,680.58

Transaction Report  
 Crested Butte Fire Protection District  
 February 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
6040 (O) Housing Stipend	02/24/2026	Journal Entry	123125-8		Housing3	6040 (O) Housing Stipend		1,550.00	365,230.58
6060 (O) Unscheduled Overtime	02/11/2026	Journal Entry	833			6060 (O) Unscheduled Overtime		0.00	365,230.58
6060 (O) Unscheduled Overtime	02/11/2026	Journal Entry	834		OVERTIME UNSCH	6060 (O) Unscheduled Overtime		4,996.54	370,227.12
6060 (O) Unscheduled Overtime	02/24/2026	Journal Entry	123125-8		OVERTIME UNSCH	6060 (O) Unscheduled Overtime		6,474.96	376,702.08
6060 (O) Unscheduled Overtime	02/25/2026	Journal Entry	123125-9			6060 (O) Unscheduled Overtime		0.00	376,702.08
6070 (O) Training Pay	02/11/2026	Journal Entry	833			6070 (O) Training Pay		0.00	376,702.08
6070 (O) Training Pay	02/25/2026	Journal Entry	123125-9			6070 (O) Training Pay		0.00	376,702.08
6080 (O) Special Event Pay	02/11/2026	Journal Entry	833			6080 (O) Special Event Pay		0.00	376,702.08
6080 (O) Special Event Pay	02/25/2026	Journal Entry	123125-9			6080 (O) Special Event Pay		0.00	376,702.08
6130 (O) Medicare Tax	02/11/2026	Journal Entry	833			6130 (O) Medicare Tax		0.00	376,702.08
6130 (O) Medicare Tax	02/11/2026	Journal Entry	834		Employer Medicare Tax	6130 (O) Medicare Tax		1,245.31	377,947.39
6130 (O) Medicare Tax	02/24/2026	Journal Entry	123125-8		Employer Medicare Tax	6130 (O) Medicare Tax		1,352.67	379,300.06
6130 (O) Medicare Tax	02/25/2026	Journal Entry	123125-9			6130 (O) Medicare Tax		0.00	379,300.06
6140 (O) Social Security Tax	02/11/2026	Journal Entry	833			6140 (O) Social Security Tax		0.00	379,300.06
6140 (O) Social Security Tax	02/11/2026	Journal Entry	834		Employer Social Security Tax	6140 (O) Social Security Tax		694.83	379,994.89

**Transaction Report**  
**Crested Butte Fire Protection District**  
February 2026

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
6140 (O) Social Security Tax	02/24/2026	Journal Entry	123125-8		Employer Social Security Tax	6140 (O) Social Security Tax		723.76	380,718.65
6140 (O) Social Security Tax	02/25/2026	Journal Entry	123125-9			6140 (O) Social Security Tax		0.00	380,718.65
6150 (O) FPPA Pension - ER	02/11/2026	Journal Entry	833			6150 (O) FPPA Pension - ER		0.00	380,718.65
6150 (O) FPPA Pension - ER	02/11/2026	Journal Entry	834		ER AD&D CORRECT	6150 (O) FPPA Pension - ER		1,483.97	382,202.62
6150 (O) FPPA Pension - ER	02/11/2026	Journal Entry	834		ER PENSION CONT	6150 (O) FPPA Pension - ER		8,529.68	390,732.30
6150 (O) FPPA Pension - ER	02/24/2026	Journal Entry	123125-8		ER AD&D CORRECT	6150 (O) FPPA Pension - ER		1,568.54	392,300.84
6150 (O) FPPA Pension - ER	02/24/2026	Journal Entry	123125-8		ER PENSION CONT	6150 (O) FPPA Pension - ER		8,987.89	401,288.73
6150 (O) FPPA Pension - ER	02/25/2026	Journal Entry	123125-9			6150 (O) FPPA Pension - ER		0.00	401,288.73
6160 (O) FAMILI Premium - ER	02/11/2026	Journal Entry	834		CO FAMILI - ER	6160 (O) FAMILI Premium - ER		377.88	401,666.61
6160 (O) FAMILI Premium - ER	02/24/2026	Journal Entry	123125-8		CO FAMILI - ER	6160 (O) FAMILI Premium - ER		410.47	402,077.08
6420 (O) Education & Training	02/12/2026	Check	37334	Dylan Futrell	Reimbursement for Wildland Fire Academy January 2026	6420 (O) Education & Training	Operating Checking	350.00	402,427.08
6420 (O) Education & Training	02/23/2026	Check	37344	Brad Farson	BLS Online	6420 (O) Education & Training	Operating Checking	40.48	402,467.56
6675 (O) Station Supplies	02/26/2026	Check	37346	Mike Reily	wind sock	6675 (O) Station Supplies	Operating Checking	234.95	402,702.51
<b>Total for --</b>								<b>\$402,702.51</b>	
<b>TOTAL</b>								<b>\$402,702.51</b>	

# Profit and Loss

## Crested Butte Fire Protection District

January 1-March 1, 2026

DISTRIBUTION ACCOUNT	TOTAL
Income	
4010 Property Tax - Capital Fund	53,393.00
4020 Specific Ownership Tax	7,914.52
4100.2 Interest Income (Capital)	21,431.21
4100.3 Interest Income (Bond)	1,218.91
<b>Total for Income</b>	<b>\$83,957.64</b>
<b>Gross Profit</b>	<b>\$83,957.64</b>
Expenses	
5200 Hard Costs	\$50,000.00
5201 Fire Station	173,008.98
5202 SAR Building	39,994.92
5204 Sitework	22,648.20
<b>Total for 5200 Hard Costs</b>	<b>\$285,652.10</b>
5300 Land	287,137.50
5400 Soft Costs	30,917.60
5780 Treasure's Fee - CF	3,281.80
5790.2 Bank Charges (Capital)	62.89
<b>Total for Expenses</b>	<b>\$607,051.89</b>
<b>Net Operating Income</b>	<b>-\$523,094.25</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>-\$523,094.25</b>

# Balance Sheet

## Crested Butte Fire Protection District

As of March 1, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
1000.3 Clearing Account	0.00
1000 Checking	619,325.74
1010 Money Market	93,556.93
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	3,036,633.45
<b>Total for Bank Accounts</b>	<b>\$6,620,547.55</b>
Accounts Receivable	
1211 Mill Levy Property Tax Receivable	1,628,307.00
<b>Total for Accounts Receivable</b>	<b>\$1,628,307.00</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>\$8,248,854.55</b>
<b>Total for Assets</b>	<b>\$8,248,854.55</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	0.00
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	1,628,307.00
<b>Total for Long-term Liabilities</b>	<b>\$1,628,307.00</b>
<b>Total for Liabilities</b>	<b>\$2,068,819.02</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>

# Balance Sheet

## Crested Butte Fire Protection District

As of March 1, 2026

DISTRIBUTION ACCOUNT	TOTAL
3000.3 Bond Opening balance equity	0.00
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	-22,641,232.00
Net Income	-523,094.25
<b>Total for Equity</b>	<b>\$6,180,035.53</b>
<b>Total for Liabilities and Equity</b>	<b>\$8,248,854.55</b>

# Expenses by Vendor Summary

## Crested Butte Fire Protection District

January 1-March 1, 2026

VENDOR	TOTAL
	-192,538.09
Airpro	2,285.00
All Seasons	2,342.77
Blackjack Garage Door	5,280.00
Bowman Consulting Group, Ltd	12,256.50
CMT Technical Services	128.50
Complete Wireless Technologies	2,848.50
Crested Butte Search and Rescue	10,000.00
Deer Creek Blinds, Shades and Shutters	11,398.71
FCI Constructors, Inc.	647,574.36
Goulding Development Advisors	20,803.47
JVA, Inc	0.00
Lumen	50,280.90
Stanford Computer & Technical Services LCC	9,225.00
Town of Crested Butte	25,166.27
Virgil & Lee Spann Ranches, Inc	287,137.50
<b>TOTAL</b>	<b>\$894,189.39</b>

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

DISTRIBUTION ACCOUNT	TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
5201 Fire Station	01/01/2026	Journal Entry	123125-3R		RECORD PAYABLES DRAW #55-FCI	5200 Hard Costs:5201 Fire Station		-376,769.92	-
									376,769.92
5202 SAR Building	01/01/2026	Journal Entry	123125-3R		RECORD PAYABLES DRAW #55-FCI	5200 Hard Costs:5202 SAR Building		-64,680.57	-
									441,450.49
5204 Sitework	01/01/2026	Journal Entry	123125-3R		RECORD PAYABLES DRAW #55-FCI	5200 Hard Costs:5204 Sitework		-18,394.31	-
									459,844.80
5400 Soft Costs	01/01/2026	Journal Entry	123125-3R		RECORD PAYABLES DRAW #55-Goulding	5400 Soft Costs		-10,638.08	-
									470,482.88
5400 Soft Costs	01/01/2026	Journal Entry	123125-3R		RECORD PAYABLES DRAW #55-Bowman	5400 Soft Costs		-12,256.50	-
									482,739.38
5400 Soft Costs	01/01/2026	Journal Entry	123125-3R		RECORD PAYABLES DRAW #55-Lumen	5400 Soft Costs		-280.90	-
									483,020.28
5780 Treasure's Fee - CF	01/31/2026	Journal Entry	213			5780 Treasure's Fee - CF		3,281.80	-
									479,738.48
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	-
									479,699.08
5790.2 Bank Charges (Capital)	02/23/2026	Expense		BMO	ACCOUNT ANALYSIS FEE ACCT ANALYSIS SERV CHG	5790.2 Bank Charges (Capital)	Checking	23.49	-
									479,675.59
9000 Interfund Transfer	01/05/2026	Journal Entry	210		TRANSFER TO CBFPD MONEY MARKET ACCOUNT SPANN PAYMENT 2026	9000 Interfund Transfer		287,137.50	-
									192,538.09
<b>Total for --</b>									-
								<b>\$192,538.09</b>	
<b>TOTAL</b>									-
								<b>\$192,538.09</b>	



Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## ACCOUNT STATEMENT

### Crested Butte Fire Protection District

For the Month Ending  
**February 28, 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 04/03/2026 for Good Friday.

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

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

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

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

**Market Value** Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by 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 **February 28, 2026**

Crested Butte Fire Protection District

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CSIP LGIP	12,906.53	4,229,310.44	3.77 %
<b>Total</b>	<b>\$12,906.53</b>	<b>\$4,229,310.44</b>	

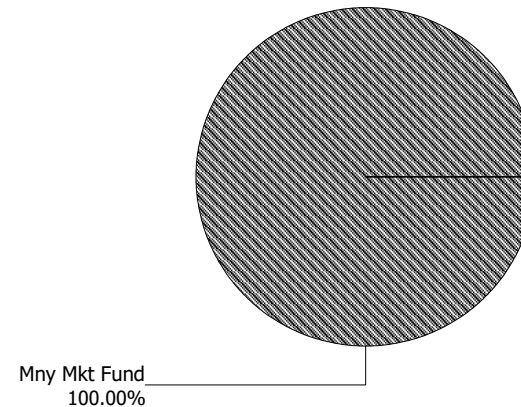
Investment Allocation		
Investment Type	Closing Market Value	Percent
Money Market Mutual Fund	4,229,310.44	100.00
<b>Total</b>	<b>\$4,229,310.44</b>	<b>100.00%</b>

### Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	4,229,310.44	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>\$4,229,310.44</b>	<b>100.00%</b>

**Weighted Average Days to Maturity    1**

### Sector Allocation





**Account Statement**

For the Month Ending **February 28, 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	3,836,633.45	9,481.58	(800,000.00)	0.00	0.00	3,046,115.03	9,481.58
2210106002	Operating Account Fund	805,821.73	2,339.35	0.00	0.00	0.00	808,161.08	2,339.35
2210106003	Bond Payment Fund	373,948.73	1,085.60	0.00	0.00	0.00	375,034.33	1,085.60
<b>Total</b>		<b>\$5,016,403.91</b>	<b>\$12,906.53</b>	<b>(\$800,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,229,310.44</b>	<b>\$12,906.53</b>



## Account Statement - Transaction Summary

For the Month Ending **February 28, 2026**

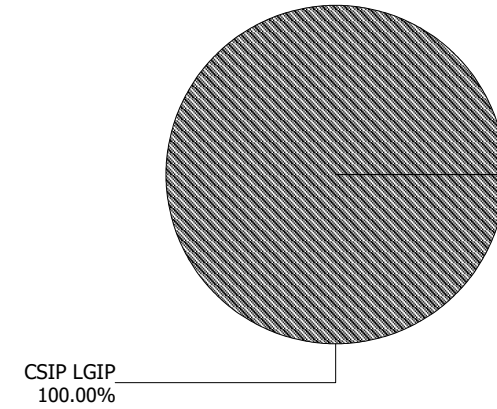
Crested Butte Fire Protection District - Crested Butte Fire Protection District - 2210106001

CSIP LGIP	
Opening Market Value	3,836,633.45
Purchases	9,481.58
Redemptions	(800,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$3,046,115.03</b>
Cash Dividends and Income	9,481.58

Asset Summary		
	February 28, 2026	January 31, 2026
<b>CSIP LGIP</b>	3,046,115.03	3,836,633.45
<b>Total</b>	<b>\$3,046,115.03</b>	<b>\$3,836,633.45</b>

Asset Allocation	
CSIP LGIP	100.00%





## Account Statement

For the Month Ending **February 28, 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>3,836,633.45</b>
02/09/26	02/09/26	Redemption - ACH Redemption	1.00	(800,000.00)	3,036,633.45
02/27/26	03/02/26	Accrual Income Div Reinvestment - Distributions	1.00	9,481.58	3,046,115.03
<b>Closing Balance</b>					<b>3,046,115.03</b>

	Month of February	Fiscal YTD January-February	
<b>Opening Balance</b>	3,836,633.45	4,423,437.61	<b>Closing Balance</b>
<b>Purchases</b>	9,481.58	22,677.42	<b>Average Monthly Balance</b>
<b>Redemptions (Excl. Checks)</b>	(800,000.00)	(1,400,000.00)	<b>Monthly Distribution Yield</b>
<b>Check Disbursements</b>	0.00	0.00	3.78%
<b>Closing Balance</b>	<b>3,046,115.03</b>	<b>3,046,115.03</b>	
<b>Cash Dividends and Income</b>	9,481.58	22,677.42	



## Account Statement - Transaction Summary

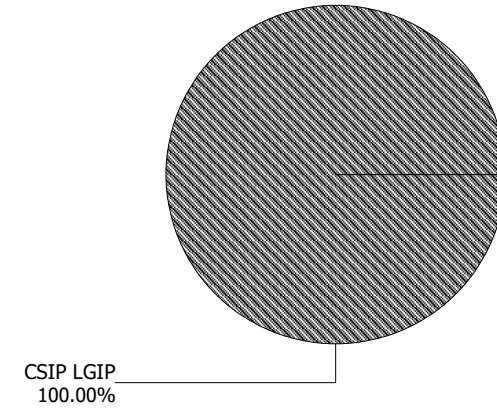
For the Month Ending **February 28, 2026**

Crested Butte Fire Protection District - Operating Account Fund - 2210106002

CSIP LGIP	
Opening Market Value	805,821.73
Purchases	2,339.35
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$808,161.08</b>
Cash Dividends and Income	2,339.35

Asset Summary		
	February 28, 2026	January 31, 2026
<b>CSIP LGIP</b>	808,161.08	805,821.73
<b>Total</b>	<b>\$808,161.08</b>	<b>\$805,821.73</b>

### Asset Allocation





**Account Statement**

For the Month Ending **February 28, 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>805,821.73</b>
02/27/26	03/02/26	Accrual Income Div Reinvestment - Distributions	1.00	2,339.35	808,161.08
<b>Closing Balance</b>					<b>808,161.08</b>

	Month of February	Fiscal YTD January-February
<b>Opening Balance</b>	805,821.73	803,197.03
<b>Purchases</b>	2,339.35	4,964.05
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>808,161.08</b>	<b>808,161.08</b>
<b>Cash Dividends and Income</b>	2,339.35	4,964.05

<b>Closing Balance</b>	808,161.08
<b>Average Monthly Balance</b>	805,988.83
<b>Monthly Distribution Yield</b>	3.78%



## Account Statement - Transaction Summary

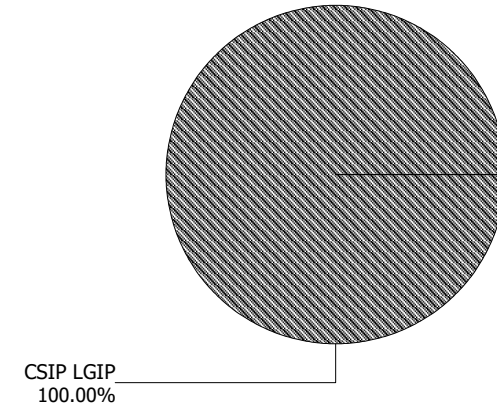
For the Month Ending **February 28, 2026**

Crested Butte Fire Protection District - Bond Payment Fund - 2210106003

CSIP LGIP	
Opening Market Value	373,948.73
Purchases	1,085.60
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$375,034.33</b>
Cash Dividends and Income	1,085.60

Asset Summary		
	February 28, 2026	January 31, 2026
<b>CSIP LGIP</b>	375,034.33	373,948.73
<b>Total</b>	<b>\$375,034.33</b>	<b>\$373,948.73</b>

### Asset Allocation





**Account Statement**

For the Month Ending **February 28, 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>373,948.73</b>
02/27/26	03/02/26	Accrual Income Div Reinvestment - Distributions	1.00	1,085.60	375,034.33
<b>Closing Balance</b>					<b>375,034.33</b>

	Month of February	Fiscal YTD January-February		
<b>Opening Balance</b>	373,948.73	372,730.72	<b>Closing Balance</b>	375,034.33
<b>Purchases</b>	1,085.60	2,303.61	<b>Average Monthly Balance</b>	374,026.27
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	3.78%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>375,034.33</b>	<b>375,034.33</b>		
<b>Cash Dividends and Income</b>	1,085.60	2,303.61		



# CRESTED BUTTE FIRE PROTECTION DISTRICT

## Fire Prevention Division

Emergency Medical Services | Fire | Community Risk Reduction

300 County Road 317 | P.O. Box 1009 Crested Butte, CO 81224

Phone: (970) 349-5333 | Fax: (970) 349-3420

Website: [www.cbfpd.org](http://www.cbfpd.org)

February 28, 2026

CBFPD Board of Directors (BOD)

RE: Fire Prevention Division work summary for February 2026

Dear Board of Directors,

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

Mount Crested Butte

Crested Butte

County

-Prospect II-on going

-Mineral Point

-County Whetstone Housing

-North Village-on going

-CBCS renovations

-Solar Farm on Hwy 135

-17 Marcellina (Oros)

-Forest Queen

-Lacy Ranch 400 on going

- Beckwith (Elevation)

-Princess

-Nevada Ridge

-Bear Crossing

-Maroon Haus

**Approved Plan Reviews/Letters: completed in February- 19**

Mount Crested Butte:

Crested Butte:

County:

4

13

2

**Inspections & Meetings: competed in February- 32**

Mount Crested Butte:

Crested Butte:

County:

Out of District:

4

7

21

0

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

-Total Re-assigned in January-3

-Fully Completed- (passed)- 0

-Inspected/Completed with failures- (due for re-inspection)-2

-Currently scheduled- 4

**Fire Prevention Division summary:**

- Fire Prevention staff continue to attend the monthly Captains meetings to give construction updates on major projects.
- Preliminary plans for the affordable housing component of the Oros project have been reviewed. The Town of Mt. Crested Butte still 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.
- The renovation project of area D at the Crested Butte Community School (CBCS) continues to move forward. Monthly fire drill was performed, with assistance from operations.
- Chris Carver attended a fire inspector class in Denver to prep for the Fire Inspector II exam.
- Final details have been approved for the implementation of Compliance Engine. We are due to go live with the program April 1<sup>st</sup>.
- Taylor Reeves and Chris Carver are preparing to resume the address sign program. Requests for signs are coming into the office.
- Whetstone Village has provided a compliant temporary water supply for authorization to proceed with the construction of Building. Plans have been submitted for authorization to proceed with the construction of Buildings 5B and 5C. The plan has not been approved at this time.

**Updates & Enforcement issues:**

- Whetstone Workforce Housing – update at BOD meeting.
  - Building 5A approval
  - Fire response
- Any significant updates will be addressed at BOD meeting.

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

-none at this time



## February 2026 EMS & Fire Chief Board Report

Lower snowfall this season has likely contributed to a decrease in calls for service. While quieter periods can impact call volume, it is certainly a positive indicator that fewer individuals are experiencing injuries or illnesses and that fewer properties are being affected by fire or other emergency incidents.

While crews remained focused on responding to the needs of our community, Sean and I spent time in Denver attending EMS Day at the Capitol. During this event, we had the opportunity to observe legislative processes, engage with our local representatives, and continue advocating for EMS across the state. More recently, Sean also testified before the House of Representatives in support of HB26-1238, legislation that would designate EMS as an Essential Service in Colorado. The bill passed committee unanimously and will now move forward to the House floor for the next stage of consideration.

Finally, and perhaps most exciting, we successfully transitioned all operations into the new Station 1. Crews have been settling in, dedicating significant effort to organizing equipment and establishing workflows within the new facility, and are already enjoying the new firehouse. While a few minor issues remain, we look forward to refining operational needs and ensuring we are using the building in the most efficient and effective way possible.

The training building is also nearing completion. We have a scheduled training this Thursday focused on the systems and components of the Class B props, and we are excited to begin utilizing the structure for future training opportunities. This transition required the assistance of many individuals, and I would like to sincerely thank everyone who has helped and continues to help finalize our move into the new station.

**Operational Highlights:**

1. We received 70 calls for service
  - a. We requested mutual aid from Gunnison EMS who handled 1 clinic transfer
2. Most common call types:
  - a. Lower leg injury, trauma, and shortness of breath
3. Members from C shift received a lovely follow up from a patient they provided care to and recognized their calm and professional demeanor.
4. Ongoing support to fire prevention with company level inspections

**Personnel/Volunteer Update:**

1. We welcomed Allison Ashy, Eric Roberts, and Frank McMahon who recently completed their 3-day onboarding academy. A big thank you to Rick Ball and Matt Evans who organized and facilitated this session which will become the standard for new members moving forward.
2. One employee is currently on light-duty assignment with an anticipated return to full duty in May, pending medical clearance. An additional employee is currently out of work with an active workers' compensation matter, and a return-to-work timeline has not yet been determined
3. Jordan Iraola is no longer with the organization. We wish him well.
4. Aaron Peterson transitioned from volunteer to part time reserve member
5. We have extended full time job offers to both Ryan Woods and Abby Dee Thompson. They both happily accepted with anticipated start dates in Mid-March.
6. With an open paramedic vacancy, we have posted an internal job announcement for FF/Paramedic. This will remain open for 1 week.

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

1. Congratulations to Dylan Futrell who completed his FTEP and independently tech 'ed his first call.
2. Multiple members successfully passed their Driver Operator/Pumper (Engineer) State written exam. They will need to complete the practical exam to complete the certification.
3. We have completed in-service training for the Hamilton T1 ventilator. Once we have captured all paramedics, we will place the unit in service

4. Captain Bettencourt accompanied Matt Evans and Sean Slattery to North Carolina for an intensive firefighter survival school. Over the course of 5 days, they experience many live fire scenarios and learned about self-rescue, air management, and survival skills under intense fire conditions.
5. Total member training hours ~ 300/month
6. Since Joe Blunn has taken charge of our social media accounts, I'm very pleased to see the level of engagement they are getting. Kudos to Joe for keeping our community informed on events of the CBFPD, its members, and recognition of members. Solid work Joe.

**Vehicle and equipment update:**

1. Med 46 has some electronic power supply issues. Warranty work is taking place and should be fully functional once the parts arrive. There is a temporary fix in place now, therefore, it is not out of service
2. While D5 is near completion, continued work is delayed. We may enlist the help of another outside resource to assist with the completion of the Whelen lightbar programming
3. For the Hamilton T1 ventilator, we were awarded \$7500 from our regional WRETAC funding towards this purchase
4. Our new MSA G1 SCBAs have been placed into service. These new and updated SCBAs are a welcomed addition
5. We are working on quotes to replace outdated tires on the fire engines. The cost of these will likely be somewhat significant.



# Month in REVIEW: February 2026

911

70  
total incidents



EMS calls  
48  
69% transported  
13% non-transport  
10% other dispositions



Fire calls  
48  
37% Fire calls  
63% EMS calls  
Fire - 1



Calls by zone

Town of CB – 13 Mt. CB – 40 CB South – 5 County – 11



<b>EDUCATION, TRAINING &amp; TESTING</b>	
Chapter Title:	Employee Manual
Chapter Number:	4
Policy Number:	425

**Purpose:** To Describe the process, procedures and reimbursement for education, training and testing related activities.

**Scope:** All District Members

**Policy:**

The District recognizes that participation in training courses, out-of-district meetings, conferences, certification testing, and other educational opportunities directly benefits both the District and its members. As a local government agency operating with limited funds, educational activities and travel must be aligned with essential job requirements, District priorities, and managed cost-effectively.

The District will fully cover tuition, fees, and payroll expenses for mandatory training required to maintain the qualifications necessary for assigned positions. While additional and ongoing training is encouraged, the District will typically not provide payroll compensation for participation in non-mandatory training.

425.1 In-House Training

In-house training refers to training activities organized or conducted by the District for its members, including regularly scheduled training sessions, drills, and practical skills evolutions conducted at District facilities or training sites.

Attendance is allowed at any in-house training that does not require a formal training request. Only on-duty personnel will normally be compensated for participation in in-house training. Off-duty attendance at classroom-based training is voluntary and unpaid unless otherwise authorized under this policy or another applicable provision.

To ensure members participating in operational or hands-on training activities are clearly covered for workers' compensation purposes, reserve members may receive compensation for up to four (4) hours per calendar month for participation in practical skills evolutions conducted as part of in-house training.

Practical skills evolutions include activities such as apparatus operations, live fire training, rescue scenarios, equipment deployment, or other hands-on operational training as determined by the training officer or supervisor.

Requests for compensation to participate in practical skills evolutions in excess of four (4) hours per calendar month must be submitted and approved through the training request procedure outlined in Section 425.2.

Compensation authorized under this section is intended solely to place members in an on-duty status for participation in practical training activities and does not create an entitlement to additional training hours or overtime.

#### 425.2 Training Request Procedure

A training request must be submitted to a member's immediate supervisor prior to registration or attendance if the training meets any of the following conditions:

- Occurs outside the member's normal shift hours
- Is held outside the Fire District
- Requires a separate registration fee
- Is potentially hazardous or requires proof of insurance

#### 425.3. Review and Approval Process

Supervisors will review training requests to assess whether the training:

- Aligns with the District's mission and priorities
- Is relevant to the member's current or future role
- Warrants District financial support

Requests approved by the supervisor will be forwarded to the EMS and Fire Chief, Fire Marshal or CEO for final approval and classification. Training will be categorized as follows:

- Level I – Mandatory by Definition
- Level II – Mandatory by Designation
- Level III – Optional
- Level IV – Tuition and/or Fee Reimbursement
- Level V – Major Coursework
- Level VI – Special

Once approved members should coordinate with their supervisor to ensure timely registration for training and make payment arrangements. Whenever possible members should utilize group discounts or early bird registration. Late or on-site registration premiums are generally not reimbursed. Course fees and books should be coded as education and training expenses. Member travel should be coded as travel expense.

#### 425.4. Funding Matrix by Category

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

#### 425.5. Required Qualifications

Each member’s job description outlines the required qualifications for their assigned position, typically described in the “Fully Qualified” column on the District’s qualification matrices.

#### 425.6. Obtaining and Maintaining Required Qualifications

The District will support members to obtain required qualifications for their position. Training and testing for required qualifications will be categorized as Mandatory by Definition. Once a member obtains required qualifications, however, it is their personal responsibility to maintain them. The District will, when feasible, provide in-house and/or online opportunities to maintain qualifications at no cost. However:

- Members are encouraged to complete maintenance training while on duty
- No additional hourly compensation will be provided
- The District may reimburse some costs to maintain qualifications at its discretion
- Failure to maintain required qualifications may result in disciplinary action, up to and including termination

#### 425.7. Mandatory Training

Training events designated as Level I or Level II are considered mandatory. The District will pay regular pay rates for time spent in class and applicable travel time per the District’s travel policy. Attendance is expected. Members unable to attend a mandatory training must provide a valid justification for their absence and may be required to attend a similar training at a later date. Failure to complete a mandatory without justification may result in disciplinary action.

#### 425.8. Online Training

Online training mandated or provided by the District is expected to be completed during work hours. Members may complete online training activities off-duty on a voluntary basis, however, no compensation or overtime will be paid. Online training requiring a separate registration fee or completion during off-duty hours must be requested through the training request procedure and will be categorized accordingly.

#### 425.9. Certification Testing

The District will cover the costs for the first two (2) attempts to obtain a required qualification or a qualification for a higher-level position. Covered costs include testing fees and any associated travel in accordance with the travel policy. After two unsuccessful examination attempts the EMS & Fire Chief, Fire Marshal or CEO may impose additional requirements prior to additional re-test attempts and members may be responsible for additional testing expenses.

#### 425.10. Timekeeping

For mandatory training employees must record the actual time spent in class and any reimbursable travel time per the travel policy. If recorded hours are less than regularly scheduled hours for the pay period, a supplemental payment will be made to cover any shortfall.

#### 425.11 Training Pay for Instructors

Members serving as instructors outside of their regularly scheduled hours, including volunteer members, are eligible to receive additional compensation as follows:

- Exempt Employees and Volunteers: \$150 flat rate up to 4 hours, \$30/hr thereafter
- Non-Exempt Employees: Regular hourly rate including overtime as applicable

#### 425.12 Tuition Reimbursement for Major Coursework

Full-time employees and active volunteer members are eligible for reimbursement of tuition and fees for pre-approved Level V Major Coursework. Full-time or active status must be maintained prior to reimbursement. Coursework taken after approval is issued is eligible for reimbursement upon the anniversary of course completion as indicated below. Completion is defined as issuance of a state license/certification or when a degree is conferred.

Course	1 Year	2 Years	3 Years
EMT Basic	100%	—	—
AEMT or EMT-I	50%	50%	—
Paramedic	25%	25%	50%
Associate Degree – EMS	—	—	50%
Associate Degree – Fire Science	—	—	50%
Bachelor’s Degree – Fire or EMS	—	—	50%
Relevant Master’s or Professional Degree	—	—	25%



# CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE • P.O. BOX 1009  
CRESTED BUTTE, CO 81224  
(970) 349-5333  
FIRE FAX: (970) 349-3420 • EMS FAX: (970) 349-0438  
WEBSITE: WWW.CBFPD.ORG

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February 16, 2026

Larkspur Homeowners Association  
c/o Jesse Drees  
PO Box 3551  
Crested Butte, CO 81224

RE: Development of Lots EM2 and EM3

Dear Members of the Board,

On behalf of the Crested Butte Fire Protection District (CBFPD), I am writing to formally share an update regarding the District's ownership and intended development of Lots EM2 and EM3 within the Larkspur Homeowners Association.

We are pleased to have acquired Lots EM2 and EM3 from Gunnison County for the express purpose of providing workforce housing for our fire and EMS members. As a small mountain fire district, the ability to recruit and retain qualified personnel is directly tied to the availability of attainable housing within our service area, and these lots represent a critical long-term investment in community safety and resilience.

At this time, the District is moving forward with plans to develop the property located at 30 Nicky Court with a duplex consistent with the Essential Multi-Family designation of the lot. This project is being undertaken pursuant to authority granted to the District through a material modification of our Service Plan approved in 2016, as well as funding approved by voters through a General Obligation Bond election in 2021, supplemented by District general revenues.

In response to strong interest expressed by our members, the District intends to offer these units as subsidized, deed-restricted ownership opportunities, rather than as rental housing. This model mirrors approaches commonly used by housing authorities and public agencies across mountain communities, where deed-restricted ownership has proven to be an effective and durable tool for supporting local workforces while maintaining long-term affordability. Under this structure, resale restrictions and price controls are imposed to ensure continued eligibility and community benefit.

The CBFPD will retain a contractual right to repurchase the units in the future, ensuring that the homes remain dedicated to workforce housing and aligned with the District's public mission. This ownership framework is intended to provide stability for occupants, preserve neighborhood compatibility, and dovetail with Larkspur's essential housing requirements and long-term community objectives.

As part of our design review process, the District has requested approval to utilize the recorded platted side setback of ten (10) feet applicable to the lot at 30 Nicky Court. This request is grounded in the recorded plat and is intended to support a functional, site-appropriate building layout while remaining consistent with the subdivision's established development framework.

The District is committed to compliance with all applicable Larkspur Protective Covenants, Design Guidelines, and Gunnison County requirements. We appreciate the Board's continued engagement and thoughtful review as we move through the design and approval process, and we value our relationship with the Larkspur community as we advance a project that serves both a critical public purpose and the character of the neighborhood.

Please do not hesitate to reach out if additional information would be helpful. We look forward to continuing to work collaboratively with the Board.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. M. Caffrey", with a stylized flourish at the end.

Sean M. Caffrey, MBA, CEMSO, FACPE, NRP  
Chief Executive Officer & Commissioner

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.  
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**EMPLOYER-PROVIDED HOUSING LEASE**

This Employer-Provided Housing Lease (the “Lease”) is made on \_\_\_\_\_ (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below), other monies due the Landlord (“Additional Rent”), and the performance of the promises by Tenant set forth below, Landlord leases to Tenant, and Tenant accepts, the Premises described below, subject to the terms and provisions set forth in the Lease. This Lease shall be deemed to be a Rental Agreement as such term is employed in the Colorado Revised Statutes (the “Rental Agreement”). Additionally, Landlord is subject to a Master Lease for the Premises. This Lease is subject to the terms and conditions of the Master Lease that governs the Premises, defined below. Landlord will present a copy of the Master Lease to Tenant prior to execution of this Lease.

**PARTIES, PREMISES, AND DEFINED TERMS**

1. **Landlord:** Crested Butte Fire Protection District, (the “Landlord”).
2. **Tenant/Occupancy:** 1) \_\_\_\_\_; and 2) \_\_\_\_\_ are persons entitled to occupy the Dwelling Unit to the exclusion of others (collectively referred to in the Lease as the “Tenant”). A maximum of \_\_\_\_\_ people shall occupy the Premises.
3. **Premises:** The following described property situated Crested Butte, Colorado, described as follows: Street Address \_\_\_\_\_, (the “Premises”). The Lease includes parking, specifically: \_\_\_\_\_ (the “Parking Space”).
4. **Term:** Landlord leases the Premises to Tenant from twelve o’clock noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and until 11:59 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Term”). Subject to Tenant’s performance of all obligations under the Lease, including without limitation, payment of Rent and other amounts, Tenant shall enjoy quiet possession of the Premises.
  - a. **Option:** Tenant shall have the option to extend the Term, pursuant to the terms and conditions contained herein, for three (3) additional one (1) year periods (each an “Option”). In the event Tenant desires to exercise an Option, Tenant shall, at least thirty (30) days before expiration of the Term or the Option Term, provide Landlord with written notice of its intent to exercise the Option. Rent shall be adjusted and payable as described in paragraph 5(a) below. The Option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.
5. **Rent:** Rental for the entire Term is \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_) and shall be paid in monthly installments of \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_) payable in advance, on or before twelve o’clock noon on the first day of each calendar month during the term of the Lease at the location set forth below, without notice (the “Rent”). Unless otherwise provided in the Lease, all payments must be mailed or delivered to Landlord (or Landlord’s property management company, as the case may be) at the following address: \_\_\_\_\_. If the Term does not begin on the first day of the month, the Rent will be prorated accordingly.
  - a. **Annual Rent Adjustment.** Notwithstanding the length of the Term, the Rent shall be subject to annual adjustment. Commencing on the first anniversary of the commencement of the Term and on each anniversary thereafter during the Term (each, a “Rent Adjustment Date”), the Rent shall automatically be adjusted consistent with the HUD published fair market rent (FMR) for Gunnison County. Landlord shall provide written notice to Tenant of the annual rent adjustment at least thirty (30) days prior to the Rent Adjustment Date. The adjusted Rent shall be payable in equal monthly installments for the ensuing Lease Year, without demand or further notice.
  - b. **Disclosure of Future Rent Adjustments.** Tenant acknowledges that the Rent stated in this Lease is subject to annual adjustment as expressly set forth above, and that the total rent payable during the Term may increase. The method and timing of such rent adjustments are fully disclosed in this Lease and are not subject to Landlord’s discretion beyond the stated formula.
6. **Security Deposit:** Before occupying the Premises, Tenant must deposit with Landlord a security, cleaning, and damage deposit in the amount of SEVEN HUNDRED FIFTY and 00/100 Dollars (\$750.00) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease (the “Security Deposit”).
7. **Colorado Revised Statutes Definitions:** The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S., contains the following definitions which may be applicable in conjunction with certain rights and responsibilities imposed by the law: Dwelling Unit is the structure, or the part of the structure, that is used as the home, residence, or sleeping place by Tenant (the “Dwelling Unit”). Common areas are the facilities and appurtenances to a Residential Premises, including the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to Tenant (the “Common Areas”). Residential Premises means the Dwelling Unit, the structure of which the unit is a part and the Common Areas (the “Residential Premises”).

Every Tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a Landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the Tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing. For reporting warrants of habitability issues, all complaints must be in writing, delivered to Crested Butte Fire Protection District at [physical address], or emailed to [email address or portal]

Para informar garantías de problemas de habitabilidad, todas las quejas deben realizarse por escrito. Entregarse a Crested Butte Fire Protection District en el domicilio [physical address], o enviarse por correo electrónico a [email address or portal]

8. **Utilities.** Tenant is responsible for arranging for, and timely payment of, all utilities serving the Premises that are billed directly to Tenant by third-party utility providers, which may include electricity, gas, water, sewer, trash, and telecommunications services. Utilities billed by third-party providers are not part of the Total Monthly Rent because: (a) such charges are not charged or collected by Landlord; (b) such charges vary based on Tenant's usage; and (c) such charges are paid directly to the applicable utility providers, not to Landlord. Except as expressly stated in this Lease, Landlord does not require Tenant to pay any mandatory utility fee, charge, or flat-rate utility amount as a condition of tenancy.

9. **Late Payments:** If any rental installment or other payment is received later than 7 days after the date when due, the parties agree that late fees in the amount of \$50.00 shall also be due and payable.

10. **Repairs and Maintenance of the Premises:** The Tenant shall be responsible for maintenance of the Premises as described further in the Lease. The Landlord shall be responsible for maintenance and repair of the Premises as described further in the Lease. However, in the event that the parties agree that Tenant shall be responsible for some or all of the repairs and/or some or all of the maintenance beyond that set forth in the Lease, then the parties shall execute a separate writing consistent with the requirements of The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S indicating such agreement. Such separate writing may be appended to this Lease as an addendum.

11. **Pets:** Up to two (2) pets are permitted on the Premises without prior written consent. Tenant must disclose the intent to have pets on the Premises prior to executing this Lease and Tenant must deposit an additional Pet Damage Deposit of \$300 with Landlord before arrival of pet(s). Tenant will observe all rules and regulations of Landlord concerning pets, including clean-up and removal of any pet excrement. Tenant further agrees to control their pets in a manner so as not to disturb or disrupt any other tenant's quiet enjoyment of their own premises.

12. **Employment Required.** As a condition of this Lease, Tenant must remain a volunteer or employee with the Crested Butte Fire Protection District. The following events shall cause a breach of this Lease, entitling Landlord to pursue Default remedies as provided in this Lease:

- a. Tenant ceases to be a volunteer or employee with the Crested Butte Fire Protection District; or
- b. Tenant ceases to remain in good standing with the Crested Butte Fire Protection District under applicable District policies.

### **TOTAL PRICE; RENT AND MANDATORY FEES**

13. **Total Monthly Rent (All-In Price).** Tenant agrees to pay total monthly rent in the amount of \$ [redacted] ("Total Monthly Rent"). The Total Monthly Rent is the single, all-inclusive monthly price Tenant is required to pay as a condition of tenancy and includes base rent and all mandatory fees, charges, and amounts required by Landlord. No mandatory monthly fees or charges apply other than those included in the Total Monthly Rent stated above.

14. **What Is Included in the Total Monthly Rent.** The Total Monthly Rent includes, without limitation, all mandatory amounts required for occupancy of the Premises, including any required administrative, service, technology, utility, trash, package, or amenity fees, if applicable.

15. **Optional and Contingent Charges (Not Part of Total Price).** The following charges are **not included** in the Total Monthly Rent because they are **optional or contingent**, may not occur, or depend on Tenant's conduct or usage. Tenant is **not required** to pay these amounts unless the applicable condition occurs:

- a. Late fees (if rent is not paid when due)
- b. Returned payment fees
- c. Charges for optional services elected by Tenant
- d. Utilities based on actual usage, if separately metered or billed

- e. Damages beyond ordinary wear and tear
- f. Charges resulting from Tenant's breach of this Lease

All optional or contingent charges are disclosed for transparency only and **are not part of the Total Monthly Rent.**

16. **Timing and Acknowledgment of Disclosure.** Tenant acknowledges that the Total Monthly Rent was **clearly and conspicuously disclosed** to Tenant **before Tenant agreed to rent the Premises and before execution of this Lease**, and that the Total Monthly Rent was disclosed as a **single number** in compliance with Colorado law.

17. **No Deceptive Pricing.** Landlord does not require Tenant to pay any fee, charge, or amount that is prohibited by Colorado law or that would constitute a deceptive, unfair, or unconscionable practice under the Colorado Consumer Protection Act.

### PREMISES

18. **Common Areas:** There exists upon the Premises and the real property in which it is located certain common areas for the use, enjoyment and benefit of all members of the community in which the real property is located. More specifically, such common areas are defined as hallways, lobbies, recreational areas, pools, community structures, natural resources, lakes, ponds, walkways, pathways, and the like (the "**Common Areas**"). Tenant is granted a license to use these Common Areas and the real property in which they are located. Further, Tenant agrees to abide by and to observe any additional rules and regulations which may affect the Common Areas. All use of the Common Areas is at the sole risk of Tenant and Landlord will not be held liable for any damages or injuries occasioned by such use.

19. **Parking:** If a Parking Space is included in the Lease, the parties understand and agree that the Lease establishes a license to use the Premises for parking for Tenant's motor vehicles only. If such facilities are provided, it shall be at no Additional Rent, unless specified in the Additional Provisions. All motor vehicles must be properly licensed and insured. No inoperative, stored, or "junked" motor vehicles are permitted. Landlord may cause removal of all motor vehicles or personal property not authorized or permitted, including those left on the Premises or designated Common Areas after expiration or termination of the Lease or Term. Tenant agrees to comply with any parking requirements and restrictions specified in any rules and regulations governing the Premises.

20. **Check-In Inspection, Condition of Premises and Representations:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. Appliances on the Premises, including  refrigerator,  stove,  microwave,  dishwasher,  washer,  dryer will be included with the Premises and in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the condition of the Premises, including all systems and appliances on the Premises. Taking possession of the Premises is conclusive evidence to the fact that the Premises and the systems and appliances are in good order and satisfactory condition.

21. **Use of Premises:** Where used in this Paragraph, Premises includes any Common Areas and Tenant includes Tenant's licensees and invitees.

a. **Occupancy of Premises:** Tenant represents and warrants that Tenant has identified all of the individuals over the age of 18 who will occupy the Premises in Paragraph 2 of the Lease and that the Premises are to be used only as a private residence for those individuals. Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any change or increase to those shown as Tenants in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease. If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease. Landlord represents and warrants that it has obtained any rental licenses as may be required in the city or county in which the Premises are located.

b. **Legal Compliance:** Tenant is liable for the actions of Tenant's licensees and invitees. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises.

c. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations, if any, affecting the Premises, to which Tenant agrees to abide.

d. **Safety:** Tenant must not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living near the Premises or upon the real property in which the Premises are located. Tenant agrees to limit use of the Premises to those consistent with the Premises' clean, safe, sanitary, and habitable condition.

e. **Nuisance Prohibited:** Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, disruptive behavior or actions, disorderly conduct, or any other action whatsoever that

would cause other occupants to suffer a disturbance or interference with the rights, comfort, conveniences, or quiet enjoyment of their own premises.

22. **Check-Out Procedure:** The parties may, at their discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

23. **Surrender of Premises:** Tenant will return the Premises and any designated Parking Space to Landlord at the expiration of the Term in as good condition as when Tenant took possession of the Premises and any designated Parking Space, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises and any designated Parking Space in appropriate condition, Landlord may restore the Premises and any designated Parking Space to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance. **Tenant shall have the carpets professionally cleaned before the Surrender of the Premises, and provide Landlord the receipts of such cleaning. Failure to have the carpets cleaned and provide a receipt shall result in a reduction of the Security Deposit in the amount of the carpet cleaning costs.**

24. **Subletting or Assignment:** Tenant shall neither sublet any part of the Premises nor assign the Lease, nor any interest in the Lease, without Landlord's prior written consent. Consent to a sublease or assignment shall be in the sole and absolute discretion of Landlord and will require acknowledgement of this Lease by any subtenant or assignee, if permitted.

### PAYMENTS

25. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Any additional bank and handling charges that are assessed in the event of a dishonored check shall be deemed Additional Rent. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

26. **Partial Payment:** Any partial payment made by Tenant will be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses, and second to unpaid Rent. Landlord's acceptance of any partial payment does not waive Landlord's right to require immediate payment of the unpaid balance of Rent, or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

27. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements in the Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

28. **Joint and Several Obligations of Tenant:** If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that each and every person comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine who to hold responsible.

### SECURITY DEPOSIT

29. **Retention or Return of Security Deposit:** Landlord shall abide by any applicable laws or ordinances requiring interest to be paid on the Security Deposit. Landlord may retain the Security Deposit for nonpayment of Rent or Additional Rent, repair of the Premises or Common Areas, replacement of damaged or missing items on the Premises or Common Areas, and/or cleaning of the Premises or Common Areas beyond normal wear and tear incurred during the Term. Tenant may not elect to apply the Security Deposit as last month's rent. Any amount remaining from the Security Deposit, together with a written accounting for any portion retained, will be returned by mail to Tenant not more than sixty (60) days after expiration of the Term. Landlord shall mail the return or accounting to Tenant's last known address. If Tenant consists of more than one person, Tenant agrees that Landlord may provide, at Landlord's discretion, the return or accounting to one representative of Tenant or pro-rata refunds to each person.

30. **Restoration of Balance of Security Deposit:** Landlord has the right at any time, but not the obligation, to apply all or any part of the Security Deposit toward curing any Default of Tenant during the Term. If Landlord does so apply the Security Deposit, Tenant must immediately deposit with Landlord an amount equal to the amount applied so that Tenant will at all times have on deposit with Landlord the entire Security Deposit.

### REPAIRS AND MAINTENANCE

31. **Tenant's Maintenance of the Premises:** In addition to the duties imposed upon Tenant by this Lease, The Colorado Warranty of Habitability Law, codified at § 38-12-501 *et seq.*, C.R.S., requires the following: Tenant has a duty to use that portion of the Premises within Tenant's control in a reasonably clean and safe manner. Tenant fails to maintain the Premises in a reasonably clean and safe manner when the Tenant substantially fails to:

- a. Comply with obligations imposed upon Tenant by applicable provisions of building, health, and housing codes materially affecting health and safety;
- b. Keep the Dwelling Unit reasonably clean, safe, and sanitary as permitted by the conditions of the unit;

- c. Dispose of ashes, garbage, rubbish, and other waste from the Dwelling Unit in a clean, safe, sanitary, and legally compliant manner;
- d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances in the Dwelling Unit;
- e. Conduct himself or herself and require other persons in the Residential Premises within the Tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' Dwelling Unit; or
- f. Promptly notify Landlord if the Residential Premises is uninhabitable as defined in the Colorado Revised Statutes or if there is a condition that could result in the Premises becoming uninhabitable if not remedied.

In addition to the duties set forth in the above paragraph, Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Residential Premises or knowingly permit any person within Tenant's control to do so.

32. **Tenant's Notification, Restrictions, and Additional Responsibilities:** Except as may otherwise be permitted by applicable law, Tenant shall not perform or contract with third parties to perform any repairs of any kind on the Premises or structure on which the Premises are located without the written consent of Landlord. If any repair which is the responsibility of either Tenant or Landlord becomes necessary, Tenant must notify Landlord, in writing, as soon as possible and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at Tenant's sole expense and no deductions or offsets in Rent or Additional Rent shall be permitted.

a. **Painting/Decorating:** Tenant shall not paint or wall paper the Premises or Common Areas without Landlord's prior written consent. Tenant shall not otherwise decorate or deface the Premises or Common Areas in a manner that causes damage or alteration to the Premises or said areas.

b. **Plumbing/Building Systems:** Tenant shall be responsible for any and all damage to the plumbing, HVAC and electrical systems caused by Tenant's intentional, reckless or negligent use, misconduct or abuse. Such actions include, without limitation, clogging and backing up of plumbing not attributable to ordinary wear and tear of the plumbing system, and plumbing system freeze-ups occasioned by Tenant's negligence.

c. **Keys/Locks:** Tenant shall not place any additional locks on the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders in the locks to be changed or re-keyed in any manner. **Tenant shall return all keys at the expiration of the Term. Failure to return any keys will result in a reduction of the Security Deposit for the replacement of such items, and for the costs to change the locks at the Premises.**

d. **Cleanliness of Premises:** Tenant must keep the Premises and the real property surrounding the Premises free and clear of all debris, garbage and rubbish.

33. **Landlord's Maintenance and Repair of the Premises:** Landlord shall be responsible for the maintenance and repair of all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances and glass used in connection with the Premises. More specifically, (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear; (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces or acts of God, or by fire not caused by Tenant; and (iii) any repairs, improvements or maintenance that are required by applicable state and municipal rental housing codes that govern the area in which the Premises are located. Notwithstanding the foregoing provisions of the Lease, if repairs, replacements, restorations, or maintenance have been necessitated by any other reason including, without limitation, Tenant's intentional, reckless or negligent use, misconduct or abuse of the Premises, improvements or systems then Tenant shall be responsible for the cost and expense for repairs, improvements or maintenance occasioned by such acts or omissions. In the event the parties agree in a separate writing to the contrary as specified herein for the Tenant to be responsible for certain repairs and maintenance beyond those articulated to be the Tenant's responsibility in the paragraph above, then the responsibilities of the Landlord, as set forth in this paragraph, shall be modified accordingly.

### DEFAULT, NOTICE, AND REMEDIES

34. **Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or in violation of any other covenants or agreements set forth in the Lease (a "**Default**") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice of the Default to Tenant pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (i) declare the Term of the Lease ended; (ii) terminate Tenant's right to possession of the Premises and re-enter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (iii) recover all present and future damages, costs and other relief to which Landlord is entitled; (iv) pursue Landlord's lien remedies; (v) pursue breach of contract remedies; and/or (vi) pursue any and all available remedies in law or equity. If possession is terminated by reason of a Default before the Term expires, Tenant shall still be responsible for the Rent and Additional Rent occurring for the remainder of the Term, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104 (d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, if repeated or substantial Default(s) occur under the Lease, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the above-listed remedies.

35. **Abandonment:** If Tenant abandons the Premises, then Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in the Paragraph below.

36. **Re-Entry:** If Landlord re-enters the Premises as a result of abandonment or a Default by Tenant:

- a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs and reasonable attorneys' fees; and

b. Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's action under the term of the Lease; and

c. Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate; and

d. Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly; and

e. any money that Landlord receives from Tenant shall be applied first to Additional Rent, including without limitation, utilities (if applicable) and other expenses, and second to unpaid Rent; and

f. Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

### ADDITIONAL PROVISIONS

37. **Liability Indemnification/Waiver:** Tenant shall save Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use of the Premises. Landlord and Landlord's agents, contractors, and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in or on the Premises, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises in repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment (including wood stoves), electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Premises; (x) the falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises. Where used in this Paragraph: (a) Premises includes any Common Areas, Parking Space, structures on any Common Areas, and any adjacent property; (b) Landlord includes Landlord's agents, respective successors and assigns, contractors, and employees; and (c) Tenant includes Tenant's invitees, licensees, or any other person claiming through Tenant.

38. **Insurance:** Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard or contents insurance. If Tenant desires insurance, Tenant is advised to obtain renter's insurance at Tenant's sole cost and expense, and for Tenant's sole benefit.

39. **Destruction or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction to the Premises by fire, the elements, or other casualty, Landlord, at its discretion, may repair the Premises with reasonable dispatch after notice of the partial destruction. Tenant shall still be responsible for payment of Rent. If Landlord determines that the partial destruction may not be repaired, Subparagraph (d) of this Paragraph shall be effective.

b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild or repair, then Subparagraph (d) of this Paragraph shall be effective.

c. **Condemnation:** If the whole or part of the Premises rented under the Lease are taken by any authority for any public or quasi-public use or purpose, then Subparagraph (d) of this Paragraph shall be effective. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term granted by the Lease will cease and the Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this clause. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease will cease and terminate on the date that possession of the Premises is taken by the authority. Rent and Additional Rent will be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this Subparagraph.

40. **Holdover:** Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises and Parking Space before 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a new written agreement as to possession, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to 150% of the last month's Rent paid under the Lease, together with Additional Rent, and subject to all the terms and conditions of the Lease.

41. **Entry by Landlord:** Landlord or Landlord's maintenance or janitor personnel may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of vacancy of the Premises, as described in this Lease.

42. **Guarantor:** If the Lease is guaranteed, the person(s) guaranteeing the Lease (“**Guarantor**”) absolutely guarantees Tenant’s obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and makes the same warranties and representations as Tenant under the Lease. If Tenant defaults in the performance of Tenant’s obligations under the Lease, Guarantor will perform Tenant’s obligations.

43. **Subordination:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

44. **Notices:** All notices required to be sent under the Lease must be in writing and either be: (i) delivered as provided by applicable law, including *inter alia*, §§ 13-40-101, C.R.S., *et seq.* [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant must be sent or delivered to the Premises, unless otherwise specified. Notwithstanding the foregoing, all notices involving or concerning §§ 13-40-101 *et seq.*, C.R.S., and § 38-12-501 *et seq.*, C.R.S. must be delivered as provided in this law.

45. **Attorneys’ Fees:** If either party fails to perform any of its obligations under the Lease, or if a dispute arises concerning the meaning or interpretation of any provision of the Lease, then the defaulting party or the party not prevailing in the dispute, as the case may be, must pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under the Lease, including, without limitation, court costs and reasonable attorneys’ fees as per §13-40-123, C.R.S. following a determination by the court that the party prevailed and that the fee is reasonable.

46. **Governing Law:** The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in the county in which the Premises are located.

47. **Governmental Immunity Act.** No provision of this Lease shall be construed as a waiver of any immunities or defenses which are available to the Landlord under the Colorado Governmental Immunity Act, §24-10-101, *et. seq.*, C.R.S., as amended, or any other applicable law.

48. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

49. **Captions:** The Paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

50. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the “Landlord” mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to “Tenant” mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

51. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

52. **Severability:** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

53. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. If the Premises were constructed before 1978, Landlord must comply with the Lead-Based Paint Disclosure Rule, 42 U.S.C. § 4852(d).

54. **Pest Control.** Tenant acknowledges that the Landlord does not guarantee or warrant that the Premises are or ever will be a “pest free environment.” To Landlord’s knowledge the Premises are free of the existence of Bed Bugs, termites and other similar pests. In the event Tenant notifies Landlord in writing within thirty (30) days of Tenant taking possession of the Premises of the existence of Bed Bugs, termites, or other pests, Landlord will inspect the Premises and if the existence is confirmed, Landlord will remediate the issue. After expiration of such thirty (30) day period, if Bed Bugs, termites or other pests are discovered, the presence of such pests will be presumed to originate through the actions of Tenant or its guests, unless Bed Bugs, termites or other pests are conclusively shown to originate from a contiguous dwelling unit, and absent such conclusive evidence of the origination from a contiguous dwelling, Tenant shall be responsible for the expense of remediating the existence of Bed Bugs, termites and other pests from the Premises. In all cases, in the event Tenant becomes aware of the existence of Bed Bugs, termites or other pests on the Premises, Tenant shall give immediate notice to Landlord. In addition, upon at least twelve (12) hours advance notice, Landlord shall be given access to the Premises for any Bed Bug inspection or treatment as described in Colo. Rev. Stat. §38-12-1001 *et. seq.*

55. **Mold.** When moisture is present mold can grow. Landlord does not guarantee or warrant that the Premises are or ever will be a “mold free environment.” The best way to avoid problems related to mold is to prevent moisture buildup in the Premises. Tenant acknowledges and agrees to undertake reasonable steps to eliminate moisture within the premises which may lead to growth of mold. Such steps include, but are not limited to, keeping the premises clean, using exhaust fans when bathing/showering, wiping down any moisture and/or spillage, and regularly inspecting for leaks or water accumulation on the Premises. Tenant further agrees to notify Landlord immediately, in writing, of any sign of water leak, excessive or persistent moisture or any condensation sources in the Premises or any stains, discolorations, or other indications of mold growth, including a musty odor in the Premises. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of the Tenant or if Tenant has failed to immediately notify Landlord of any such conditions described above.

56. **Smoke Free Premises.** No smoking is allowed upon the Premises or any Common Area adjacent to the Premises. “Smoking” means the burning of a lighted cigarette, cigar, pipe, joint, e-cigarette or other vapor device, or any other matter or substance that contains tobacco, marijuana, methamphetamine, or any other substance. Smoking on the Premises shall constitute a default under this Lease. Further, any and all damage caused to the Premises due to Smoking of any kind (including any smoke residue or odor remaining on the Premises at the expiration of the Term) shall be paid for by Tenant. In the event such Smoking residue and odor cannot be removed from the Premises, Tenant shall pay for all resulting mitigation and restoration efforts to restore the Premises to an odor-free, habitable, and clean Premises, including but not limited to new paint, new carpet, HVAC cleaning, and any and all other cleaning and mitigation costs to neutralize the odor and remove any residue.

57. **No Marijuana, Hemp, or Methamphetamine.** Colorado Amendment 20, also known as the Medical Use of Marijuana Act is a law that permits the use of medical marijuana in specific and limited circumstances. The State of Colorado has also passed additional legislation in adopted rules that govern the use of marijuana (hereafter, “Colorado Marijuana Law”). Despite the Colorado Marijuana Law, the Federal Controlled Substances Act categorizes marijuana as a Schedule 1 substance, and further provides that the manufacture, distribution, or possession of marijuana is a federal criminal offense. Furthermore, the United States Department of Housing and Urban Development has stated that the use of marijuana for medical purposes violates federal law and the federal and state nondiscrimination laws do not require landlords to accommodate requests by current or prospective residents with disabilities to use medical marijuana. **Any possession, use, storage or cultivation of marijuana, hemp, hash oil, or related product on the Premises shall constitute a default under this Lease. Any damage caused to the Premises from the use, possession, storage, or cultivation of marijuana, hemp, hash oil, or related product (including any damage due to marijuana smoke residue or odor, or marijuana plant residue) shall be paid for by Tenant as described in the Paragraph above. Further, any use, manufacturing, processing, cooking, disposing of, or storage of methamphetamine on the Premises shall constitute a default under the Lease. Tenant shall pay for any and all remediation of the Premises due to methamphetamine to meet the standards established by the rules of the Colorado State Board of Health.**

58. **Waiver of Jury Trial for Possession.** Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim to determine possession of the Premises.

59. **C.R.S. § 38-12-801 Disclosure.** Section 24-34-502 (1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

60. **Additional Provisions:** If there are any additional agreements between the parties or provisions with respect to the Premises (such as Additional Rent for Parking Space, rules or regulations), an Addendum may be attached to the Lease, which will be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions  is  is not attached.

**THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.**

**TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

**TENANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

**GUARANTOR (if applicable):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

**LANDLORD: Crested Butte Fire Protection District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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



## MEMBER RENTAL HOUSING

Chapter Title: Administration – Member Housing  
Chapter Number: 5  
Policy Number: 5301

**Purpose:** To describe the eligibility and selection process to occupy District-owned housing and related occupancy rules.

**Scope:** Members Interested in or Residing in District Rental Housing

**Policy:**

The Crested Butte Fire Protection District modified its Service Plan in 2015 to allow for the provision of employee housing. The District has acquired a number of units for rental to employees and/or volunteers. The District board has the authority to lease, purchase and/or construct employee housing units as it deems necessary. Units owned or leased by the District will be made available as outlined in this policy.

### 5301.1. Rental Approach and Timeframe

Due to the limited number of District units available and the overall need for member housing, members are strongly encouraged to secure local housing arrangements independent of the District whenever possible.

### 5301.2. Definitions

*Members* include full-time, part-time reserve, and volunteer reserve members of the District

*Key employees* are individuals designated by the CEO who are recruited for their critical or unique skill sets or who hold key roles and responsibilities best served by residence within the District.

### 5301.3. Eligibility and Priority

Members of the Fire District in good standing who do not currently own improved residential property within Gunnison County will be eligible to rent units. All members will be notified by email when units become available.

Full-Time employees will be given preference over part-time employees or volunteers. Qualified and interested members meeting the requirements will be offered the opportunity to rent units. In the event of more interest than availability priority will be based

on longevity points with the district. Longevity will be calculated as follows based on district records:

- 1 year of full-time service = 4 longevity points
- 1 year of active volunteer service = 2 longevity points
- 1 year of reserve volunteer service or part time service = 1 longevity point

If 2 or more eligible members wish to share a unit, the longevity points for each will be added together to determine a combined longevity ranking. As a final step. The District will give further preference to members who can maximize the use of bedrooms by family members, other CBFPD members, or roommates.

Members who have previously occupied District-owned housing for five (5) consecutive years shall be placed in the lowest priority category for future District-owned housing units, unless designated a key employee.

The District further reserves the right to assign available units to key employees over longevity at its sole discretion. In this instance, assignment will be made prior to the unit being announced for general availability. When practica, master leasing will be utilized for key employees to maximize availability of District-owned units.

Employee Housing Licensing Agreements (Rental Agreements) will be executed with members wishing to occupy the units. The District may manage and maintain the units with existing staff or outside contractors.

#### 5301.4. Occupancy and Deposits

Immediate family members, or other qualifying CBFPD members, are eligible to reside in the units and will be a party to the employee housing licensing agreement.

Roommates unrelated to the member will be allowed to reside in the units provided the District has contact information for anyone residing in the unit for 30 days or longer. Roommates, however, will not be party to the licensing agreement. Subletting is prohibited.

A security deposit of \$750 will be required for each unit.

Pets may be allowed at the District's discretion with a \$300 deposit per pet.

For master-leased units not owned by the District, additional or alternate requirements may be in place based on the lease terms.

#### 5301.5. Term

Member housing agreements for long-term rental will be for an initial term of two (2) years with the opportunity for up to three (3) 1-year renewals. Renewals will be authorized provided members remain in good standing, the unit is maintained in good order and rent and utility payments have been timely.

Housing agreements will not be renewed beyond five (5) consecutive years of occupancy as members are expected to use the rental term to secure independent housing arrangements and to allow other members the benefit of District-owned housing.

As an exception, The CEO or designee may authorize continued occupancy beyond five (5) consecutive years in 1-year increments only when no other eligible applicants or key employee housing needs exist.

Terms may be modified for key employees at the discretion of the CEO or designee.

#### 5301.6. General Rules 819, 821 and 823, Teocalli Avenue

- No smoking or vaping will be allowed inside the units
- No commercial activity or business use of the property
- Two vehicles per unit will be allowed to park on site in designated spaces
- A third vehicle may be parked inside the garage by the tenant of 3-bedroom unit.
- Access must be maintained to fire alarm panels and sprinkler control valves
- Tenants will be responsible for clearing snow from their decks, porches and walkways
- No oversize vehicles, trailers or equipment may be stored in on-site parking spaces.
- Bicycles and other minor recreational equipment may be stored on porches and decks provided ingress and egress is not impeded.
- Street parking may be utilized in accordance with Town regulations

#### 5301.7. General Rules 10 Ninth Street

- No smoking or vaping will be allowed inside the unit
- No commercial activity or business use of the property
- Access must be maintained to fire alarm panels and sprinkler control valves

- Tenants will be responsible for clearing snow from their decks, porches and walkways
- Bicycles and other minor recreational equipment may be stored in the assigned storage shed or on porches provided ingress and egress is not impeded.
- Street parking may be utilized in accordance with Town regulations

5301.8. General Rules Master-Leased Units

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

5301.9. Short-Term and Transitional Rental

The District may **make or more units**(missing word? **Between make/more**) available for the purpose of short-term rental to guests providing services to the District or new employees or members actively transitioning to living permanently within the District. Short term units may be offered for up to 1-year period on a month-to-month basis. Use of units less for than 30 days will be free of charge to comply with short-term rental deed restrictions.

5301.10 Rental Rates

Rental rates will be evaluated on an annual basis and will be no less than the current fair market rents (FMRs) published by the [U.S. Department of Housing and Urban Development \(HUD\)](#) for Gunnison County in order to limit tax consequences to members. Current rates for 2026 are:

1 Bedroom Units:	\$1,150 / month
2 Bedroom Units:	\$1,450 / month
3 Bedroom Units:	\$1,900 / month