



Community Values

Authentic

Connected

Accountable

Bold

Town Council

5-year Goals:

- 👂 *Approach community challenges through active collaboration and public engagement.*
- 👂 *Accommodate growth in a way that maintains our rural feel.*
- 👂 *Enable people who live and work here to thrive.*
- 👂 *Retain the unique character and traditions of Crested Butte.*
- 👂 *De-emphasize cars and focus on walking, biking, and transit.*
- 👂 *Continue to passionately care for our natural surroundings and forever protect Red Lady.*
- 👂 *Act on the urgency of climate change and prepare for the changes we expect from it.*

Critical to our success is an engaged community and knowledgeable and experienced staff.

AGENDA

Town of Crested Butte

Regular Town Council Meeting

Town Council Chambers

507 Maroon Ave; Crested Butte, CO

Monday, October 6, 2025

Meeting information to connect remotely:

<https://us02web.zoom.us/j/81050797203>

Join via audio: +1 719 359 4580 US +1 669 444 9171 US +1 253 205 0468 US +1 689 278 1000 US +1 305 224 1968 US +1 309 205 3325 US +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US
Webinar ID: 810 5079 7203

Public comments may be submitted at any time to the entire Council via email at towncouncil@crestedbutte-co.gov.

The times are approximate. The meeting may move faster or slower than expected.

5:00 JOINT WORK SESSION WITH THE BOARD OF ZONING AND ARCHITECTURAL REVIEW (BOZAR)

1) Kick off discussion of the Zoning Code Update & 5-Year Housing & Community Spaces Strategies.

Staff Contact: Community Development Director Mel Yemma

7:00 REGULAR TOWN COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

7:02 APPROVAL OF AGENDA

7:03 CONSENT AGENDA

1) September 15, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Deputy Town Clerk/Licensing Clerk Eric Treadwell

2) Adoption of Snow and Ice Control Plan 2025-2026.

Staff Contact: Public Works Director Shea Earley

3) Resolution No. 27, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado Approving an Intergovernmental Agreement with Gunnison County, Colorado Allocating Funds for the Safe Streets for All Grant.

Staff Contact: Public Works Director Shea Earley

4) Resolution No. 28, Series 2025 - A Resolution of the Crested Butte Town Council Supporting the Grant Application for a Grant from the Department of Local Affairs' (DOLA) Accessory Dwelling Unit Grant Program (ADUG) and the Completion of the Crested Butte Pre-Approved ADU Planning Project.

Staff Contact: Housing Director Erin Ganser

5) (First Reading) Ordinance No. 11, Series 2025 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 409 2nd Street to Six Points Evaluation and Training, Inc.

Staff Contact: Property Manager RaeMarie Barry

6) Crested Butte Fire Protection District Trail Easement, Deed, & Agreement.

Staff Contact: Recreation, Trails, and Open Space Supervisor Joey Carpenter

7) Council Endorsement of Statement from Mountain Community Elected Officials on Climate Action.

Staff Contact: Town Manager Dara MacDonald

The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. Council members may request that an item be removed from Consent Agenda prior to the Council's vote. Items removed from the Consent Agenda will be considered under New Business.

7:05 PUBLIC COMMENT

The public has the opportunity to comment during the public comment period at the beginning of every regular Council meeting. At this time people may speak for up to five minutes on any topic that is not on the agenda. The Mayor may limit public comments to no more than three minutes if it appears there will be many comments on a similar topic. The public comment period is a time for the Council to listen to the people. Council generally should not engage in a two-way conversation at this time nor should the Council feel compelled to respond to the comments. If Council chooses

to discuss, discussion will be at the end of the Council meeting under "Other Business to Come Before the Council."

7:10 STAFF UPDATES

7:15 LEGAL MATTERS**7:20 PRESENTATION**

1) Mountain Express Funding Requests for 2026 Services: Late Night Taxi, Summer FirstTracks & Summer Town Shuttle.

Contact: Mountain Express Managing Director Jeremy Herzog

7:40 NEW BUSINESS

1) The Center for the Arts, Consideration of Building Transfer.

Staff Contact: Town Manager Dara MacDonald

8:40 2) 2026 Proposed Budget.

Staff Contact: Interim Finance Director Rob Sweeney

9:00 3) Opportunity to Convert Street Sweeper to an Electric Vehicle.

Staff Contact: Public Works Director Shea Earley

9:10 4) Discussion and Possible Direction on Leveraging Sanitation Revenues for Compost and Town Cleanup.

Staff Contact: Sustainability Coordinator Dannah Leeman

9:25 COUNCIL REPORTS AND COMMITTEE UPDATES**9:30 OTHER BUSINESS TO COME BEFORE THE COUNCIL****9:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, October 20, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 3, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 17, 2025 - 5:00PM Work Session - 7:00PM Regular Council

9:40 EXECUTIVE SESSION

For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees regarding the review of the Town Manager.

10:00 ADJOURNMENT



Staff Report

October 6, 2025

To: Mayor Billick, Town Council, Chair Nauman, and BOZAR
Prepared By: Mel Yemma, AICP, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Kick off Discussion: Community Plan Implementation: Zoning Code Update and 5-Year Housing and Community Spaces Strategies**

Summary:

This joint work session publicly kicks off implementation of the Community Plan (CP), focusing on:

1. **Process Grounding:** Overview of what to expect in the zoning code update and 5-year housing and community spaces strategies development.
2. **Zoning Code Strategies:** Discuss draft overarching strategies to guide the zoning code update to better understand alignment between Council and BOZAR.
3. **Community Spaces:** Begin to frame the 5-year community spaces strategy by refining the definition of “community spaces” and identifying priorities.
4. **Community Housing:** Introduce the approach for the 5-year housing strategy and gather initial input.

Background:

Community Plan Recap:

The CP, adopted July 7, 2025, sets a long-term vision to keep *Crested Butte, Crested Butte*, preserving the people, places, and values that define the community while addressing some of its most pressing challenges.

Crested Butte is facing an escalating affordability crisis, a concentrated and vulnerable economy, and a decline in its percentage of full-time residency. Current zoning regulations have not produced enough of the housing, services, and infrastructure that residents need and are currently producing more amenities catering to the tourist and part-time resident economy. At the same time, community members have voiced strong concern about losing access to locally rooted businesses, nonprofits, and affordable gathering places that make daily life possible and create the connections that contribute to Crested Butte’s deep sense of community.

The CP responds to these challenges with two core priorities:

1. **Facilitate, create, and preserve community-serving spaces:** The cost of living and quality of life are shaped not just by housing, but also by access to essential services and places

that foster social connection. The CP emphasizes protecting and encouraging spaces for everyday needs like childcare, trades, health services, and locally-serving businesses, alongside community places that bring people together. (Note: parks and recreation facility priorities will be addressed separately through the PROST Plan.)

2. ***Expand, diversify, and distribute community-serving housing:*** Building upon decades of success that made more than a quarter of the housing stock deed-restricted, the CP calls for broadening the types and distribution of community housing. By enabling options like ADUs, micro-lots, condos, and multifamily homes, the plan seeks to integrate housing across neighborhoods and mixed-use areas while leveraging the free market as a stronger partner in delivering housing that meets evolving needs.

At its core, the CP shifts Crested Butte’s regulatory approach from one-size-fits-all mandates to tailored, incentive-based tools within different areas of town that align public goals with market feasibility. It identifies where stability should be preserved (such as neighborhoods and the historic core) and where change should be guided (such as Belleview Avenue and the Sixth Street Corridor).

What comes next with implementation:

The Community Plan (CP) identified the vision and tools to keep Crested Butte livable, functional, and rooted in community. Implementation now shifts from planning to action through three distinct but interconnected efforts.

- 1) ***Zoning Code Update:*** Staff, in coordination with the Town Attorney, will lead a comprehensive zoning code update. This will be a holistic evaluation of the code to ensure it reflects the CP’s direction, integrates state model standards, and aligns with the forthcoming Design Standards update (a major outcome of the Historic Preservation Plan (HPP)).

To ensure that new code requirements are both community-aligned and market-feasible, the Town has retained Economic & Planning Systems (EPS). EPS will conduct technical and financial analysis of proposed incentives and help structure requirements that attract private investment while delivering public benefit. EPS is also supporting the development of the 5-year housing and community spaces strategies, allowing these pieces to move forward in a coordinated way.

EPS will be joining the work session virtually to listen and learn from Council and BOZAR as this process kicks off and will introduce themselves at the end of the session.

Additionally, Miles Graham from the public affairs firm GBSM is supporting community outreach on the code update and will also be listening to the work session virtually to hear from Council and BOZAR to support framing of community outreach.

3. ***5-Year Community Spaces Strategy:*** The CP makes clear that Crested Butte’s livability depends not only on housing, but also on access to essential services and gathering places that hold the community together. Unlike housing, where the Town has decades of experience, this is a new journey. We are just beginning to define what “community spaces” or “community-serving businesses and non-profits” truly mean for Crested Butte. This strategy will help us take those first steps: clarifying the definition, assessing current strengths, weaknesses, opportunities, and threats, and discussing where the Town can most effectively focus its efforts. The intent is to start small and leave opportunity for learning, adapting, and evolving over time, while setting a foundation with baseline data, success metrics, and a decision-making framework that can grow as needs change. Ultimately, this

work will guide how zoning, combined with programs, projects, and partnerships, can support the services and places that are most essential to a functional community.

4. ***5-Year Community Housing Strategy:*** Crested Butte has made significant strides in building community housing yet demand still outpaces supply and the challenges with housing are not simple. The CP calls for a more diverse mix of housing types, better integration across neighborhoods, and a stronger balance between affordability and workforce housing. The 5-Year Housing Strategy will evaluate our past and current housing efforts and accomplishments, reassess current needs and gaps in the community's housing portfolio, and identify where the Town should best focus its efforts moving forward for the next five years.

Attached to this memo is a process and schedule outline for each effort, including engagement opportunities.

Discussion:

Discussion 1: Guiding Zoning Code Strategies

The Community Plan challenges the Town to rethink how zoning works. Instead of being a barrier or red tape (something historically used to guard against the unknown), the plan calls for zoning to become a proactive tool that reflects community values and facilitates investment in the housing and services the community needs.

It is important to note that this zoning code update is focused on land use (what types of uses are allowed), density (how much of that use is permitted), and fit (how those uses fit on a site)—not architectural design. Design Standards, which govern the mass, scale, form, orientation, and architectural design of buildings, will be updated through a separate but parallel process as an outcome of the HPP. That process is anticipated to kick off at the November BOZAR meeting, and future discussions will provide opportunities for Council, BOZAR, and the community to weigh in on Design Standards specifically.

The ultimate goal of the zoning code update is to improve Crested Butte's livability, functionality, and sense of community by aligning regulations with the community's values – to zone it like we mean it. This means finding ways to incentivize private-sector investment in community-serving housing, businesses, and nonprofits, while ensuring development supports the historic character and small-town identity that makes Crested Butte, Crested Butte.

Staff, guided by the CP and HPP, drafted the following starting strategies to guide the zoning code update.

1. Simplify and Streamline the Code

Consolidate overlapping zone districts where possible to reduce inconsistencies and improve clarity, while retaining key distinctions that shape Crested Butte's built form and character.

2. Protect and Celebrate Neighborhood Character

Maintain the zoning provisions that created and continue to tell the story of Crested Butte's neighborhoods, such as Floor Area Ratio (FAR), historic district protections, and references/requirements to the Design Standards, to ensure future development contributes to each area's identity.

3. Strengthen Historic Preservation Tools

Continue to prioritize preservation of both the Mining Era and the new Early Recreation Era periods of significance through historic overlay zones and the Design Standards.

4. Modernize Land Uses to Serve the Community

Update permitted and conditional use tables to better facilitate community-serving housing and spaces. Reserve conditional uses for those requiring public scrutiny, while expanding permitted uses that advance community priorities.

5. Link Zoning to Community Benefits

Embed incentives within zone districts by allowing flexibility in different ways across town in exchange for community-serving housing, businesses, and public benefits. This includes using density differently in different areas where people and businesses can be closer to utilities, services, and transit. The CP identified:

- **Residential Neighborhoods (R Districts):** Support thoughtful infill by creating new incentives for accessory dwelling units (ADUs), allowing subdivision of deed-restricted micro-lots, and opening pathways for a wider diversity of housing types. In addition, evaluate the definition of home occupations to encourage more creative home-based businesses that complement neighborhood livability.
- **High-Density Residential and Tourist (R4 / T):** Preserve existing multi-family housing and encourage compatible new density with incentives.
- **Commercial (C / Belleview):** Incentivize community-serving spaces and businesses that meet everyday needs through flexibility on height, setbacks, and residential limits.
- **Business (B2 / Sixth Street):** Revise the Planned Unit Development (PUD) process to ensure clearer definitions and requirements for community benefits.
- **Mobile Home (M):** Explore allowing modular or stick-built units in exchange for a permanent deed restriction.
- **Town-Wide:** Right-size parking requirements to put people before cars, while ensuring adequate space for snow storage and other functional needs.

The current focus of these strategies is 1-4, above. The zoning incentives will be further vetted by EPS who will market test these incentives, along with the Town's Resident Occupied Affordable Housing (ROAH) regulations, to identify how to best structure these incentives and what the Town could meaningfully require in exchange for them.

These strategies also seek to build on the Development Review Process improvement strategies discussed this summer with BOZAR, which are to:

- Continue to provide and encourage meaningful opportunities for public input and feedback.
- Streamline the review process for projects that clearly meet the rules, have lower public impact, or advance community goals outlined in the HPP or CP.
- Prioritize BOZAR's time on projects with the greatest community impact, while using staff resources efficiently to keep the process responsive and effective.

Discussion Questions:

- Where do Council and BOZAR see strong alignment around these strategies?
- Are there important pieces that might be missing from this list?
- As we dig deeper into the details, are there any strategies that raise concerns or reservations?

- What general questions do BOZAR or Council have about the zoning code update?

Discussion 2: Defining Community Spaces

The zoning code update aims to incentivize more community spaces, but we need to define what those spaces are. What actually goes into them? The CP offers a starting definition of “*locally-serving places that meet everyday needs and foster community connection and partnerships.*” This is a good first step, but conversations to-date have shown just how broad those “everyday needs” can be, from childcare, plumbers, and electricians to arts and culture, general stores, and more.

We are now beginning to define a starting and guiding definition to determine where the Town should prioritize its efforts for the 5-year community spaces strategy. The Compass Navigation Committee discussed the definition and prioritization at its September 24 meeting, and some key takeaways are summarized below. Today’s conversation is a chance for Council and BOZAR to react, refine, and help shape how we define and prioritize community spaces moving forward. This conversation is also an important step in guiding further analysis, including an upcoming SWOT (strengths, weaknesses, opportunities, and threats) assessment of the commercial market that will help identify strengths to build on, gaps to address, and opportunities for the Town to play a meaningful role.

There are two key elements of this starting definition and discussions to date that need clearer distinction:

- **Functionality:** Essential businesses and services that allow the community to function (for example, childcare and healthcare).
- **Community vitality:** Shared spaces that foster connectivity, collaboration, and culture (for example, arts venues and gathering spaces).

A central question is whether the 5-year community spaces strategy should focus more on functionality, while recognizing that vitality will also be addressed through the zoning code update, PROST plan, and upcoming opportunities such as the re-envisioning of town facilities in the capital plan.

Takeaways from the Compass Navigation Committee ([a recording of the meeting can be viewed here](#))

- **Evolving needs and community creativity:** Needs shift as time passes and across populations such as youth, seniors, workers, and families, which makes it difficult to pin down priorities. The Town’s role is not to solve everything, but to use its tools and levers to support others. Many strong services already exist, though awareness can be limited (the availability of affordable gear rentals at Western was one example).
- **Defining and prioritizing incentives:** A prioritization framework is needed to consistently and equitably evaluate which community-serving spaces to support.
- **Retaining and fostering services:** Retaining essential services is as important as fostering new ones. Supporting “ladders” of market entry and incubation is critical. For example, a food cart that grows into a food truck and eventually into a restaurant.
- **Regional lens:** Some needs may never have a market here, but frequency of access matters. We should focus on services people rely on daily or weekly compared to those that can reasonably remain regional. (the recreation center pool in Gunnison was an example of an amenity that fills a regional need and does not need to be replicated in the north valley).

- **Types of spaces:** Flexibility and multi-use spaces are highly valued, including “third places” like the symbiosis of the skate park with Mikey’s Pizza and the Handlebar, and the community gathering value of the Eldo deck, the farmers, and art market. These are not just about the service itself, but about the opportunity to connect as a community.

Discussion Questions: The goal of this discussion is to refine the definition of community spaces, report out on insights from Compass Navigation, and establish a shared understanding of how much to take on now. This will also help set up the SWOT analysis of our commercial market to clarify where Town intervention or support is most impactful. Some questions include:

- How should we balance functionality and vitality? Should we focus first on community functionality in this strategy, recognizing vitality is more nebulous and will be interwoven through the code update, PROST plan, and future capital project potentials (such as redevelopment of the Fire Station)?
- What is the Town most uniquely positioned to solve, impact, or intervene? Where should we focus our efforts when it comes to community spaces?
- How would you begin to refine the starting definition of community spaces? What are the “must-haves” compared to the “nice-to-haves”?
- Knowing this is the start of a journey, how do we define success, not as perfection but as meaningful progress? How much are comfortable biting off at this stage?

Discussion 3: Defining Community Housing

Unlike community spaces, housing is an area where the Town has an established track record and ongoing learning continues. The 5-Year Community Housing Strategy will evaluate the Town’s current housing portfolio, assess gaps and community needs considering ongoing development projects such as Mineral Point, Paradise Park, Homestead, and Whetstone, and help identify where to best focus efforts moving forward. This is an opportunity to take a step back, reflect on accomplishments and lessons learned, and guide a more targeted strategy, especially given current constraints on housing funding. The strategy also seeks to move beyond traditional definitions and metrics of affordable housing, such as AMIs and workforce requirements, to consider broader community housing needs, understanding there is a spectrum of needs that comprise a complete community.

Discussion Questions: More detailed discussion will come after the program and portfolio assessment, but are there any initial thoughts or feedback on the housing strategy approach at this time?

ATTACHMENTS:

1. Proposed Process/Schedule for Community Plan Implementation
2. Final Adopted [Community Plan](#) for reference to proposed changes

Community Plan Implementation Proposed Process:

1) Zoning Code Update

Phase 1 (July–September): Code Structure & Development Review Process

- Internal staff and attorney working group to review structure, address inconsistencies, integrate CP content, and draft code
- Monthly BOZAR work sessions to assess development review procedures and identify process improvements (e.g., administrative review, review authority)
- *By end of Phase 1: Draft guiding strategies, Initial redline draft of the code, including proposed processes, and identified focus areas for feedback.*

Phase 2 (October–January): Community Engagement & Technical/Market Analysis

- Final Compass Navigation committee meeting to mark the transition from planning to implementation
- **CURRENT: BOZAR/Council joint work session to discuss overarching code strategies.**
- Targeted community webinars with property owners by zone district, with a follow up survey through the end of the year:
 - October 29 at 4pm: Mobile Home Districts (M)
 - October 30 at 12 pm: Higher Density Residential Districts (R4 and T)
 - November 6 at 12 pm: Mixed Use District (B3, B4, R3C)
 - November 7 at 10 am: Business 1 District (B1- Elk Avenue)
 - November 11 at 4 pm: Business 2 District (B2- Sixth Street)
 - November 12 at 4 pm: Commercial District (C- Bellevue)
 - November 20 at 12 pm: Residential Districts (R1s and R2s)
- Consultant-supported technical and market analysis to refine key zoning recommendations (e.g., Bellevue Avenue and ADU incentives, ROAH review, subdivision/micro-lot opportunities, payment-in-lieu of parking, and deed restrictions/covenants). *This will be the same consultant as the 5-year strategies to ensure tie into those processes.*
- Design Standards update will also begin during this time. Survey work through the summer/fall of the new Early Recreation Era period of significance (1961-1984) will help to inform these updates.
- *By end of Phase 2: Property owners and the community will have had an opportunity to learn about the proposed changes and provide feedback. A refined redline incorporating feedback and technical/market analysis will be complete.*

Phase 3 (February–May): Code Refinement & Adoption

- Continued refinement with BOZAR and Council, including another joint work session or retreat

- Final redline prepared and recommended for adoption by BOZAR and adopted by Council
- Additional property owner engagement and outreach on final draft (TBD)
- 5-Year Housing and Community Spaces Strategies will be in development and near completion
- Design Standards update will be underway
- *By the end of Phase 3: A new zoning code will be adopted, and the Community Development Department will be prepared for implementation.*

2) **5-Year Community Spaces Strategy:** This starting strategy will define and begin to explore facilitating the CP's goal to preserve and grow community-serving spaces.

Proposed Process and Scope:

Phase 1 (August–December): Definition & Market Analysis

- Review and summarize the evolution of Crested Butte's economic landscape
- Define and categorize "community spaces" in more detail
- Analyze existing commercial and nonprofit services and identify service gaps and risks of displacement or transition in key sectors
- Conduct stakeholder interviews to better understand current landscape and future risks/threats (e.g., childcare, health, retail, trades, nonprofits)
- *Market analysis will primarily be conducted with a staff and consultant team, with targeted stakeholder interviews, with a Town Council work session to discuss defining community spaces.*

Phase 2 (January - May): Strategy Development

- Prioritize key challenges to focus on over the next five years
- Establish clear success measures tied to the community spaces to track progress
- Identify 5-year priority actions (where should the Town focus and prioritize its resources/investment for the next 5-years?), such as programs, partnerships, projects, etc.
- *Strategy development will include Town Council work sessions for active guidance and prioritization.*

3) **5-Year Housing Strategy:** This tactical strategy will advance the CP's housing goal to expand, diversify, and distribute community-serving housing.

Proposed Process and Scope:

Phase 1 (August–December): Program Review & Analysis

- Review and summarize the evolution and performance of Crested Butte's existing housing program

- Refine the CP’s definition of “community-serving housing”, including analyzing against national and industry standards (typically tied to funding requirements)
- Evaluate findings of the Housing Needs Assessment and demographic trends and assess how existing inventory and upcoming projects align with the identified needs, as well as the CP vision
- Review and assess past and current projects, funding sources, and partnerships for lessons learned and opportunities moving forward
- Identify existing and projected gaps (such as unit types, income categories, etc.)
- *Program review and analysis will primarily be conducted with a staff and consultant team, with targeted stakeholder interviews.*

Phase 2 (January–May): Strategy Development

- Prioritize key challenges to focus on over the next five years
- Establish clear success measures tied to the housing to track progress
- Identify 5-year priority actions (where should the Town focus and prioritize its resources/investment for the next 5-years?), such as programs, partnerships, funding approaches, future projects to prepare for, etc.
- Set the stage for a future Regional Housing Action Plan
- *Strategy development will include Town Council work sessions for active guidance and prioritization.*

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, September 15, 2025

Mayor Billick called the meeting to order at 7:20PM.

Council Members Present: Mayor Ian Billick, Kent Cowherd, John O’Neal, Anna Fenerty, Beth Goldstone (absent from Executive Session), Mallika Magner, and Gabi Prochaska

Staff Present: Town Attorney Karl Hanlon, Town Manager Dara MacDonald, Interim Finance Director Rob Sweeney, and Public Works Director Shea Earley

Town Clerk Lynelle Stanford, Community Development Director Mel Yemma, PROST Director Janna Hansen, Deputy Clerk/Licensing Clerk Eric Treadwell, Planner I Kaitlyn Archambault, Sustainability Coordinator Dannah Leeman (via Zoom), Housing Director Erin Ganser (via Zoom), and Building Official Astrid Matison (via Zoom) (for part of the meeting)

APPROVAL OF AGENDA

Fenerty moved and Goldstone seconded a motion to approve the agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

CONSENT AGENDA

1) September 2, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Town Clerk Lynelle Stanford

2) Appointment of Election Commission.

Staff Contact: Town Clerk Lynelle Stanford

3) Resolution No. 22, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to 218 Elk Ave LLC, A Delaware Limited Liability Company to Encroach Into the Right-Of-Way Adjacent to the Combined 218 Tract (F/K/A Lots 7, 8 and 9A), Block 28 and the Right Of Way Known As The Sidewalk to the South of Elk Avenue, Town Of Crested Butte.

Staff Contact: Town Planner III Jessie Earley

4) Resolution No. 23, Series 2025 - A Resolution of the Crested Butte Town Council, Approving the New National Opioids Settlement with Eight Opioids Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, And Zydus.

Staff Contact: Town Manager Dara MacDonald

5) Resolution No. 24, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado Acting as the Local Liquor Licensing Authority Finding Crested Butte Grocery LLC DBA Clark's Market Violated the Town of Crested Butte's Local Liquor Licensing Regulations.

Staff Contact: Town Attorney Karl Hanlon

6) Resolution No. 25, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado in Support of the Environmental Protection Agency's 2009 Endangerment Finding that Greenhouse Gases Endanger Public Health and Welfare.

Staff Contact: Sustainability Coordinator Dannah Leeman

7) Resolution No. 26, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to 129 Elk Ave LLC, a Delaware Limited Liability Company to Encroach Into the Right-Of-Way Adjacent to 129 Elk Avenue, Tract A, Forest Queen Townhome Tracts, According to the Plat Thereof Recorded June 3, 2002 Under Reception NO. 520835, and the Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836 and the Right of Way Known Second Street, Town of Crested Butte.

Staff Contact: Town Planner I Kaitlyn Archambault

8) Amendment to Waste Management Agreement.

Staff Contact: Public Works Director Shea Earley

9) Notice of Final Payment to A&M Renovations, LLC for the Crested Butte Town Hall Exterior Rehabilitation Project.

Staff Contact: Public Works Director Shea Earley and Community Development Director Mel Yemma

10) Trail Easement with Crested Butte Fire Protection District (CBFPD).

Staff Contact: Parks, Recreation, Open Space and Trails Director Janna Hansen

Item number ten from the Consent Agenda was removed and would be added to a future agenda per the request of the Crested Butte Fire Protection District.

Magner removed item number three from the Consent Agenda, which was moved to New Business.

Magner moved and Prochaska seconded a motion to approve the amended Consent Agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

Billick acknowledged public feedback received via email from Heather Seekatz, Bill Coburn, Cole Stanford, Murray Wais, Johnna and Bob Bernholtz, and David Schneider.

Graham Elliot and Hedda Peterson, Executive Director of Crested Butte Nordic, who reported to live at 1103 Van Tuyl Circle in Gunnison, commented.

STAFF UPDATES

MacDonald gave updates. Ganser answered questions.

LEGAL MATTERS

None

PROCLAMATION

1) Suicide Prevention Awareness Month – September 2025.

Billick read the proclamation declaring September Suicide Prevention Awareness Month.

Goldstone moved and Fenerty seconded a motion to adopt the proclamation dedicating September as Suicide Prevention Awareness Month. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Proclamation Celebrating the Life of Don Cook.

Billick read the proclamation celebrating the life of Don Cook.

O’Neal moved and Prochaska seconded a motion to adopt the proclamation celebrating the life of Don Cook. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PRESENTATION

1) Red Lady Roundabout Preliminary Design.

Staff Contact: Public Works Director Shea Earley and Community Development Director Mel Yemma

Yemma, Earley, and Adam Gomez, of Kimley-Horn, presented. Council asked questions and discussed.

PUBLIC HEARING

1) (Second Reading) Ordinance No. 9, Series 2025 - An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 18 of the Crested Butte Municipal Code.

Staff Contact: Community Development Director Mel Yemma

Billick confirmed that adequate public notice had been given.

Yemma presented and answered questions. Matison and Joe Wonnacott with the Crested Butte Fire Protection District answered questions.

Billick opened the public hearing. No comments were received. Billick closed the public hearing.

Goldstone moved and Cowherd seconded a motion to adopt Ordinance No. 9, Series 2025 with staff recommendations. A roll call vote was taken with Prochaska, Fenerty, Goldstone, Cowherd, and Billick voting, “Yes,” and Magner and O’Neal voting, “No.” **Motion passed (5-2).**

NEW BUSINESS

1) Resolution No. 22, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to 218 Elk Ave LLC, A Delaware Limited Liability Company to Encroach Into the Right-Of-Way Adjacent to the Combined 218 Tract (F/K/A Lots 7, 8 and 9A), Block 28 and the Right Of Way Known As The Sidewalk to the South of Elk Avenue, Town Of Crested Butte.
Staff Contact: Town Planner III Jessie Earley

Resolution No. 22, Series 2025 was formerly item number three from Consent Agenda.

Magner voiced reasons for removing the item from Consent Agenda. The Council discussed and asked questions.

Magner moved and O’Neal seconded a motion to approve Resolution No. 22, Series 2025. A roll call vote was taken with Prochaska, Cowherd, O’Neal, and Billick voting, “Yes,” and Fenerty, Magner, and Goldstone voting, “No.” **Motion passed (4-3).**

COUNCIL REPORTS AND COMMITTEE UPDATES

Prochaska updated.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Fenerty voiced concerns regarding an encounter with a Mt. Crested Butte police officer; Magner suggested a Council retreat after the election; and Cowherd suggested parking enforcement be suspended early.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, September 22, 2025 - 6:00PM - Joint Meeting with the Town of Mt. Crested Butte Regarding Mountain Express.
- Monday, September 29, 2025 - 6:00PM Intergovernmental Meeting Hosted by the City of Gunnison

- Monday, October 6, 2025 - 5:00PM Work Session - 7:00PM Regular Council
- Monday, October 21, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 3, 2025 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Billick read the reasons for Executive Session: for the purpose of a conference with the Town Attorney pursuant to C.R.S. § 24-6-402(4)(b) regarding Federal grant requirements; and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding the Mt. Crested Butte Water and Sanitation District.

Prochaska moved and Fenerty seconded a motion to go into Executive Session. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The entire Council, except Goldstone, Town Attorney Karl Hanlon, Town Manager Dara MacDonald, Interim Finance Director Rob Sweeney, and Public Works Director Shea Earley were present for Executive Session. Community Development Director Mel Yemma was present for the first Executive Session.

The Council went into Executive Session at 9:27PM. The Executive Session concluded at 10:08PM. Mayor Billick made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Billick adjourned the meeting at 10:09PM.

Ian Billick, Mayor

Eric Treadwell, Deputy Clerk/Licensing Clerk (SEAL)



Staff Report

To: Mayor and Town Council

Prepared By: Shea Earley, Public Works Director

Thru: Dara MacDonald, Town Manager

Subject: Snow and Ice Control Operations Plan 2025 - 2026

Summary:

At the beginning of each snow season the Public Works Director presents the Snow Management Guidelines to the Town Council for approval. The purpose of this plan is to outline municipal responsibilities and procedures for controlling snow and ice accumulation on the streets and sidewalks of Town. Appropriate snow and ice control is necessary to maintain emergency service access and routine travel.

Discussion:

Some of the highlights of the 2025 - 2026 Snow Management Guidelines are listed below:

1. Snow plowing will commence at 3 inches of accumulation, and snow blowing of sidewalks will commence at 1 inch of accumulation as defined by the Snow Removal Map.
2. Every effort will be made to keep the bus route and emergency routes clear of snow and ice accumulation.
3. The snow management permit allows Town Staff to track and regulate private contractors hauling, dumping, and transporting snow on public rights of way.
4. Snow Storage at the Gravel Pit –Staff purchased a used dozer during the 24-25 snow season, as part of the 2025 budget. Staff intends to continue the use of this machinery to optimize storage at the Gravel Pit
5. Snow Removal Assistance Program
 - a. The Snow Removal Assistance Program was implemented in 2024 to aid seniors in the removal of snow from their driveway entrances. The implementation of this program eased burden on Town Staff by effectively limiting unnecessary snow removal operations. Last snow season, Staff served 30 households registered through the assistance program. The eligibility criteria for the program are as follows:
 - i. Individuals who live in a private, single family, residential property; and
 - ii. Individuals that have a certified medical need or disability (valid mobility handicapped parking permit, written verification of disability provided by Social

Security Administration, or medical certification from a medical professional), or other justifiable rationale for receiving the public benefit conferred through this program.

Recommendation:

Staff recommends approval of the Town of Crested Butte 2025 – 2026 Snow and Ice Control Operations Plan.

Proposed Motion:

I move to approve the Town of Crested Butte 2025 – 2026 Snow and Ice Control Operations Plan as part of the consent agenda.

Attachments:

Snow Removal Map 2025-2026

Snow and Ice Control Plan 2025-2026



Town of Crested Butte Snow and Ice Control Operations Plan 2025-2026

INTRODUCTION

A. Purpose

The Town of Crested Butte develops a Snow and Ice Control Operations Plan each year with the primary purpose of outlining municipal responsibilities and procedures for controlling snow and ice accumulation on the streets and sidewalks in town. Appropriate snow and ice control is necessary to maintain streets and pedestrian ways, emergency services access, and routine travel.

B. Annual Snow Summit

The purpose of the Town of Crested Butte's annual Snow Summit is to discuss with the involved stakeholders general snow removal procedures, outline any proposed changes, and develop a dialogue between the parties involved, allowing them to exchange ideas and voice concerns. This year's Snow Summit is tentatively scheduled for the week of October 28th, and will invite the following stakeholders:

Crested Butte Marshal's Office
Crested Butte Public Works Department
Private Snow Removal Contractors
Gunnison County Public Works
Gunnison County Sheriff's Department
Crested Butte Fire District
General Contractors
Crested Butte Parks, Rec, Open Space
and Trails (PROST) Department.
CDOT (Colorado Department of Trans.)

Mt. Express Bus Service
Regional Transportation Authority
(RTA)
Atmos Energy (Gas Company)
GCEA/REA (Electric Company)
Waste Management (Refuse Disposal)
FEDEX/UPS/USPS
Century Link/Time Warner
Property Management Companies

C. Responsibilities

- a. The Street Division is responsible for conducting snow and ice control operations on municipal streets and public parking areas.
- b. The Parks Maintenance Division is responsible for clearing sidewalks, crosswalks, park paths, and snow removal at the Ice Arena as identified in the Snow Removal Plan.

- c. Adjacent property owners are responsible for the removal of snow and ice from sidewalks adjacent to their properties.

Removal of Snow and Ice –Generally. Any owner or other person in charge of or having the control and supervision of any premises adjacent to any sidewalk shall cause to be removed and cleared away snow or ice from a path of at least five (5) feet in width from so much of the sidewalk as is adjacent to said premises. For owners or other persons in charge of or having the control and supervision of any premises with adjacent sidewalks that have snowmelt systems, such persons shall see to it that ice accumulating on sidewalks of neighboring premises that are a result of the heated sidewalk shall be similarly removed and cleared away. It shall be unlawful for any person to fail or refuse to comply with this requirement.
- Crested Butte Municipal Code Sec. 11-5-10(a).

Town staff will mail a letter in November to each property owner adjacent to sidewalks along Elk Ave, Third Street and the 4-way reminding them of this responsibility.

- d. Private property owners or property management companies are responsible for the removal of snow and ice build-up from roofs adjacent to public areas, public streets, and rights-of-way maintained by town that present a possible hazard to the public.

Removal of snow and ice from roofs. The owner or other person in charge of or having control and supervision of any building located within or adjacent to public areas and public streets and rights-of-way maintained by the Town shall remove snow and ice build-up from the building's roof within a reasonable time, but no more than twenty-four (24) hours, following a snowstorm to ensure that each roof plane of the building does not shed snow or ice onto such public areas or public streets and rights-of-way. - Crested Butte Municipal Code, Sec. 11-5-30(b)

Town staff will inspect roofs routinely as weather conditions dictate. If a building is found to be out of compliance, the Marshals or Building Department will issue a notice to the property owner or manager. At the time of notice, the property owner or manager will have 24 hours to comply with the notice.

Roof snow and ice management.

- (1) During months that snow accumulates, all eaves and other roof areas of a building that could result in shedding of snow and ice onto public areas and public streets and rights-of-way maintained by the Town shall be inspected on a weekly basis, at a minimum.
- (2) Upon identifying a potentially hazardous build-up of snow or ice as a result of inspections or upon receiving notice by a representative of the Town:
 - (i) The hazard area shall be immediately cordoned off using appropriate fencing or Town approved barriers. In the event that the cordoned off

area is an entrance or egress, directions to the alternate entrance or egress area shall be clearly posted.

- (ii) Appropriate work crews shall be immediately scheduled to remove the built-up snow or ice. Diligent and reasonable efforts shall be made to complete the snow and ice removal activity within twenty-four (24) hours of identifying the hazard or receiving notice from the Town.*
- (iii) All snow and ice removal activities shall be safely completed. At all times during the removal activities there shall be at least one (1) worker posted at ground level to monitor pedestrian safety.*

Crested Butte Municipal Code, Sec. 11-5-30(c)

Failure to comply will result in a violation and, subsequently, the Town may elect to remove the snow at the owner's expense.

Failure to comply and notice of violation. *Failure to comply and notice of violation. Failure to remove potentially hazardous snow and ice build-up from a building's roof within twenty-four (24) hours following a snowstorm shall constitute a violation of this [Section 11-5-30](#). The Town shall give written notice to the owner or other person in charge of or having control and supervision of the building, delivered to the party's last known local address, requiring that the built-up snow and ice be removed within twenty-four (24) hours of receiving notice. Upon failure or refusal to timely remedy or otherwise respond to the notice, the Town may, at its election, remove the snow and ice build-up on the building's roof at the owner's expense.*

- (1) If the Town determines the snow and ice build-up on a building's roof poses an immediate threat to public safety, the Town may, at its election, remove the snow and ice build-up at the owner's expense*

Crested Butte Municipal Code, Sec. 11-5-30(d)

- e.** Private contractors removing snow from private property must not obstruct parking/traffic signs, fire hydrants, handicap access areas and public right of ways. Private contractors will also maintain line of sight on intersections, sidewalks, driveways and parking areas for both vehicles and pedestrians. The storage of snow on town property or within Town rights-of-way (ROW) is prohibited, unless otherwise authorized with a specific Snow Management Permit.
- f.** Gunnison County Public Works Department and CDOT work cooperatively with the Town of Crested Butte Public Works Department while plowing snow along the 6th Street corridor.
- g.** The Water Division will mark fire hydrants with poles by November 1st and will clear snow from fire hydrants for access.

D. Periodic Reviews

The Director of Public Works and the PROST Director will review and update the Snow and Ice Control Operations Plan on an annual basis and present any revisions to the Town

Manager in preparation for presentation to the Town Council prior to December 1st of each year.

PERSONNEL

A. Staffing

- a. All CDL certified personnel are subject to duty during major snow and ice storms.
- b. Tasks assigned during a snow and ice storm will remain within the capabilities of the employee's skill set.
- c. The Public Works Department and the PROST Department will develop a secondary snow crew in preparation for an extended snow cycle.
- d. The primary snow crew will begin at 12:00 a.m. and work until 08:30 a.m. (Crews may work until 10:00 a.m. during snow events).
- e. If continued operations are necessary due to an extreme event, the Public Works Director will determine the procedures necessary to direct resources.
- f. Parks Maintenance Division begins between 7:00-7:30 a.m. and the sidewalk removal involves approximately 4 hours of snow and ice removal. The cycle of sidewalk snow removal will be repeated as needed throughout the storm cycle during the hours of 7:00am-5:00pm.

B. Control and Direction

The Public Works Department retains responsibility for the overall coordination of snow and ice control preparations for the streets. The Parks Maintenance Division will coordinate with the Public Works Department in providing effective direction to maintain the sidewalks during a snow event.

C. Organization

The normal chain of command and line of authority will be followed during snow and ice storms unless otherwise designated.

D. Telephone Number Lists

A telephone number list will be updated on an annual basis prior to November 1st.

OPERATIONAL PROCEDURES

The Town's response to a storm event depends on the type, severity, and duration of the weather conditions. The Public Works Director determines plow routes and the sequencing of operations and retains the flexibility to adjust the route assignments based on storm conditions.

A. Roadways

a. Strategic Plan

The following strategic plan shall serve as guidelines for roadway operations subject to specific conditions. The areas below are listed in the sequence of plowing. Snow plowing will commence at 3 inches of accumulation.

- i. Plow Public Works yard including access to bus area, search and rescue building, tow lot and wastewater facilities.
- ii. Plow east of 6th Street including 4-Way Parking Lot, Tennis Court Parking Lot, and north-bound bus stop;
- iii. Plow south and west of 6th and Elk;
- iv. Plow 4-way including parking lots, bus turn, and bus pull-out;
- v. Plow core area including 5th, 4th, 3rd, 2nd streets on both sides of Elk; 1st St Public Parking Lot, Fire Hall and adjacent public parking lot; Alleys one block north and south of Elk Avenue (2nd St. to 5th St.); and public buildings (e.g. Town Hall, Marshal's and Old Rock Library) parking and access areas.
- vi. Plow north and west of Elk and 6th;
- vii. Plow Treasury Hill;
- viii. Plow Pyramid Ave
- ix. Center for the Arts: Fire Lane
- x. Snow Berm Assistance Program

Every effort will be made to keep the Bus Route and Emergency Routes cleared of snow and ice accumulation.

Residential parking restrictions are in effect November 1st through April 30th. Snow will be plowed to alternate sides of the streets to coincide with the following winter parking rules:

On odd numbered days between 10:00 p.m. and 10:00 a.m. the next day, it shall be unlawful to park a vehicle on any odd numbered address of any street or alley, except Elk Avenue from Sixth Street to First Street.

On even numbered days between 10:00 p.m. and 10:00 a.m. the next day, it shall be unlawful to park a vehicle on any even numbered address of any street or alley, except Elk Avenue from Sixth Street to First Street.

On every day between the hours of 2:00 a.m. and 8:00 a.m., it shall be unlawful to park a vehicle:

- 1) *On Elk Avenue from Sixth Street to First Street.*
- 2) *In the following Town public parking lots:*
 - a. *The lots immediately east of the intersection of Sixth Street and Elk Avenue.*
 - b. *The lot immediately south of the intersection of First Street and Elk Avenue.*
 - c. *The lot at the Crested Butte Nordic Center/Big Mine Park.*
 - d. *The lot on the north side of the alley west of Second Street between Elk Avenue and Maroon Avenue*
 - e. *The lot to the east of the Fire Hall located at 306 Maroon Avenue.*

- f. The lot immediately north of the Crested Butte Mountain Heritage Museum located at 331 Elk Avenue.
- g. The lot on the south side of the alley east of Third Street between Elk and Sopris Avenues.

On every day between the hours of 2:00 a.m. and 7:00 a.m., it shall be unlawful to park a vehicle on Third Street from one hundred twenty-five (125) feet north of Elk Avenue to one hundred twenty-five (125) feet south of Elk Avenue.

On every day, between Elk Avenue and Sopris Avenue and Elk Avenue and Maroon Avenue from one hundred (100) feet west of Second Street to one hundred fifty (150) feet east of Third Street, it shall be unlawful to park a vehicle in the alleys and to place a trash collection device, including Dumpsters, on any public street, alley or right-of-way.

No person shall park a vehicle at any time on the west side of Second Street from Elk Avenue to Sopris Avenue and on the south side of Whiterock Avenue from Second Street to one hundred (100) feet east of Second Street.

Crested Butte Municipal Code Section 8-2-50 b-g.

The information card below, provided by the Marshal's Office, further illustrates these restrictions.



b. Snowbanks on Elk Avenue

The primary snow crew will remove snowbanks on Elk Avenue as snowbanks begin to encroach within pedestrian sight lines or between snow events, depending on the severity of the snow cycle. This is done to promote pedestrian safety, enhance pedestrian and vehicular visibility, and provide easy access to businesses. Snowbanks will remain on Elk Avenue the week prior to Christmas through the week after New Year's, or to accommodate additional snow required for special events.

c. Snowpack

Every effort will be made to keep no more than 6 inches of snowpack on the streets prior to removal. The bus route and emergency routes will be cleared of snow and ice after each event.

d. Sand

The Public Works Department deposits sand at all intersections within Town, with special consideration taken along Elk Avenue, bus routes, and the school zone and safe routes. Sanding operations are performed during normal business hours. The Town of Crested Butte tries to minimize the amount of sand placed on streets due to air and water quality standards, as well as to prevent storm drain blockages.

e. Snow Berm Assistance Program

Residents of single-family homes that qualify for the program will receive snow berm removal assistance from the Town. This will occur after all other snow removal operations have been completed for the day.

f. Clean-up Procedures

The Public Works Department begins street cleaning to remove the sand when both the streets and curb/gutters are dry. Generally, this service begins in late spring.

B. Snow Hauling

Certain public right of way locations and dedicated snow storage areas within our community require additional service after snow plowing operations cease. These areas will be maintained between snow events by the primary snow crew. During extended snow cycles this will be done by the secondary snow crew during normal business hours.

The existing snow storage areas include the abutting street right of ways and the following lots:

- | | |
|--|---|
| <ul style="list-style-type: none"> a. First and Beckwith b. Ruth's Road Dead-End
(Kapushion Annex only) c. Three Ladies Park Snow Storage Area (Kapushion Annex Only, 500 am – 10 am only) d. Gravel Pit (no wetlands) i. Block 80, Lot 1 j. Gothic and Gothic k. Peanut Lake Rd. | <ul style="list-style-type: none"> e. Public Works Yard (TP 4 only) f. 412 Third Street (Pita's lot) g. Totem Pole Park Snow Storage Area h. Big Mine Park Snow Storage Area l. 8th Street Greenway |
|--|---|

In addition to these lots, the Town is anticipating leasing two private snow storage lots at 5th and Maroon and the 0 block of Maroon.

Gravel Pit Snow Storage

The Town will make every effort to avoid the use of wetlands, east of the gravel pit for snow storage. The Town will be leasing 4-5 spaces at the gravel pit for contractor snow storage.

C. Alleys

Few alleys are maintained by the Town of Crested Butte. Private contractors may be hired by residents for alley maintenance. Any private contractor interested in plowing, hauling, or storing snow on public property must;

- Obtain a Snow Management Permit from the Town of Crested Butte.
- Have a current Town of Crested Butte business license.
- State Registered Vehicle.
- Provide a current certificate of insurance listing the Town as additionally insured.

Additionally, any snow stored in Town alleys must be hauled prior to the snow reaching a height of one half the height of the adjacent fence line. At a minimum snow MUST be hauled from alleys prior to April 1st of each calendar year, except as otherwise permitted by the Town Manager in writing.

D. Pedestrian Areas

The Parks Maintenance Division will clear snow from the sidewalks and other pedestrian areas after each snow event of 1 inch or greater. These areas are depicted on the snow removal map.

- a. Sidewalks /Handicap Ramps – All sidewalks and handicap ramps will be cleared as indicated on the snow removal map.
- b. Crosswalks- All entrances to crosswalks on Elk Avenue will be cleared, and the crosswalks entrances on Sixth Street will be cleared as indicated on the snow removal map.
- c. Bus Stop Shelters- Reasonable access to bus stops will be maintained and bus shelters will be cleared of snow when necessary.

E. Resident/Business and Property Owners.

This snow and ice control plan identifies the streets, sidewalks, and public facilities that the Town will maintain during a snow event. ***Property and business owners also have certain responsibilities that include clearing their own driveways and maintaining adjacent sidewalks, clearing areas for wildlife resistant containers and dumpsters, removing snow from sidewalks and public parking areas resulting from plowing, roof and overhang shedding, and remove ice dams created from heated sidewalks.*** We regret that snow must be plowed off the street into driveways, but there is no other choice. Residents/business owners are responsible for these areas and should be cleared without depositing any snow or ice into the roadway or sidewalks, and should not obstruct the vision of driveways and sidewalks. (Ordinance 3, 2007)

Snow pushed into the street not only makes snow plowing more difficult for street crews, but can cause a dangerous obstacle in the roadway or a nuisance to your neighbors. Garbage containers placed too close to the street may be subject to damage by snow plowing operations.

EMERGENCY SNOW OPERATIONS PLAN

In the event of an extreme and long snow event, the Public Works Director reserves the authority to modify the operational snow plan according to the availability of personnel and equipment, and to ensure employee safety.

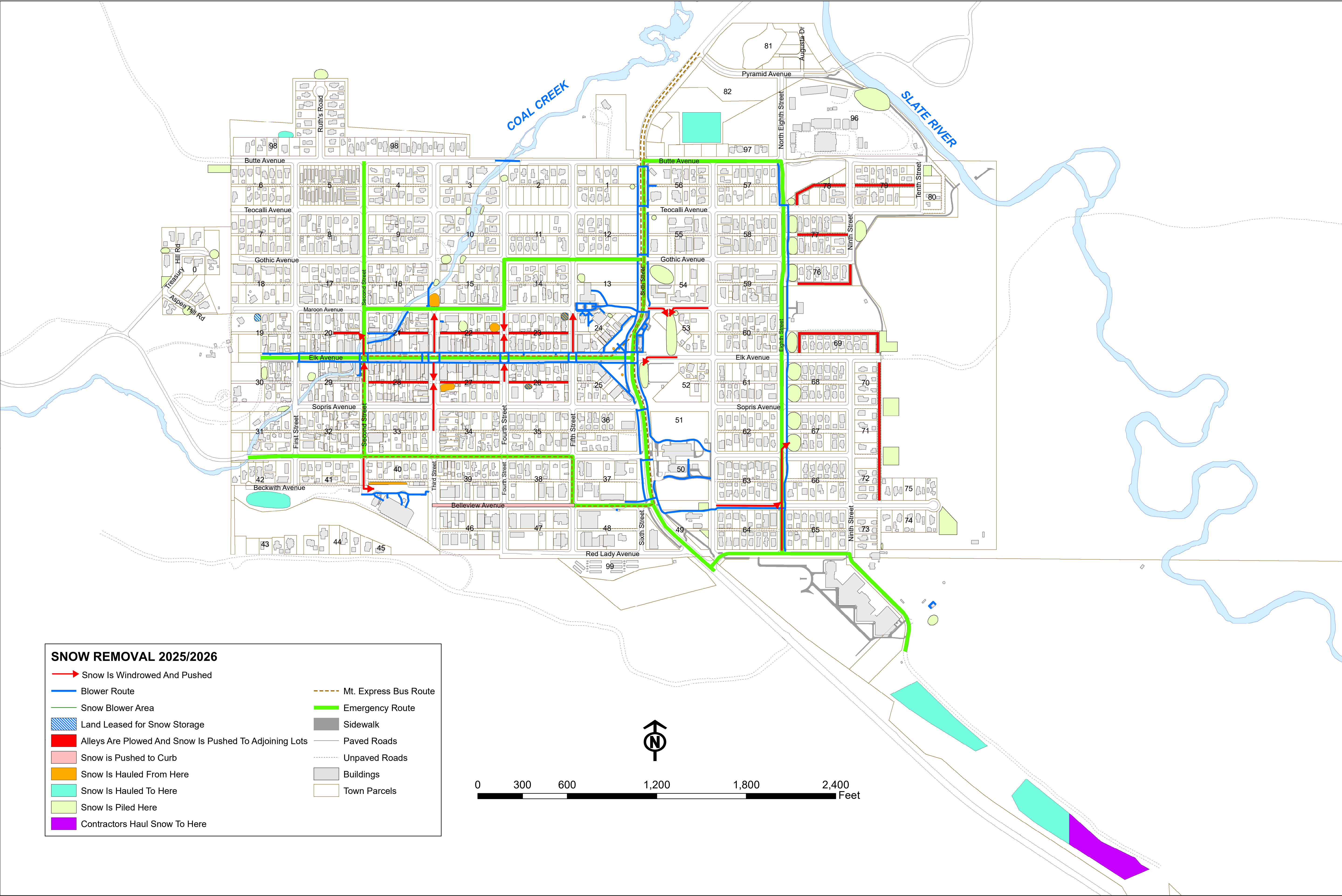
If declared, the Public Works Director will convene a stakeholder meeting to initiate the following plan and initiate a public service notification plan that includes E-Alerts, KBUT, CB News and social media.

Priority 1 – Emergency Routes for ambulance and fire equipment, Public Works yard, and Marshal's parking area.

Priority 2 – Mt. Express Bus Routes as determined by the snow event, and Red Lady Avenue near Community School (if open).

A. Elastic Clause

This plan may be superseded by verbal or written orders when, due to a shortage of personnel, equipment failure, and/or extreme weather cycles, conditions warrant necessary changes to accomplish snow and ice control operations.





Staff Report

October 6, 2025

To: Mayor and Town Council

Prepared By: Shea Earley, Public Works Director

Thru: Dara MacDonald, Town Manager

Subject: **Resolution No 27, Series 2025, A Resolution of the Crested Butte Town Council approving an Intergovernmental Agreement with Gunnison County, Colorado Allocating Funds for the Safe Streets and Roads for All Grant**

Summary:

Gunnison County (County) was awarded a Safe Streets and Roads for All (SS4A) grant for funding the engineering and construction of the proposed improvements along the SH135 corridor, which includes the Red Lady and SH135 intersection improvements. The proposed intergovernmental agreement (IGA) between the Town of Crested Butte (Town) and the County documents the delineation of funding and expenditures associated with the SS4A Grant.

Previous Council Action:

March 4, 2024: Adoption of the Transportation Mobility Plan (TMP), which recommended a roundabout at the Red Lady and Sixth Street intersection

June 17, 2024: Approval of an intergovernmental agreement (IGA) with the Gunnison Watershed School District to collaborate on and share the cost of design.

March 3, 2025: Adoption of the Highway 135 Safe Streets for All Action Plan, which reinforced the roundabout recommendation.

June 16, 2025: Approval of a contract with Kimley Horn for roundabout design services.

July 21, 2025: Work session on roundabout design concepts

September 15, 2025: Introduction of 30% design concept.

Financial Impact:

The Table below summarizes the allocation of grant funds, the assumed total project costs, and the non-federal match contributions.

	SS4A Federal Funds	SS4A Non-Federal Match	Total Project Costs
SH 135 and Red Lady Avenue	\$ 2,224,800.00	\$ 556,200.00	\$ 2,781,000.00

Minor Rd Stop Control to Roundabout	\$ 2,224,800.00	\$ 556,200.00	\$ 2,781,000.00
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The cost of design is not covered by the SS4A grant. The design expense is being shared by the Town and the School District. The Town and School District intend to share in the required match for construction. We will look to execute an updated funding agreement with the school district closer to final design when expected constructed costs are more refined.

Legal Review:

The Town Attorney has reviewed the documents associated with the IGA.

Recommendation:

Staff recommends approval of Resolution No 27, Series 2025

Proposed Motion:

A Council member should make a “motion to approve Resolution No 27, Series 2025 as part of the consent agenda” followed by a second and roll call vote.

Attachments:

Resolution No 27, Series 2025

Intergovernmental Agreement with Gunnison County

RESOLUTION NO. 27**Series 2025****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH GUNNISON COUNTY, COLORADO ALLOCATING FUNDS FOR THE SAFE STREETS FOR ALL GRANT**

WHEREAS, the Town of Crested Butte (the “Town”) has been working with Gunnison County, Colorado (the “County”) to secure funding for projects on Highway 135 including the roundabout at the Red Lady intersection; and

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., the State of Colorado and any of its political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each Party thereto with the approval of its legislative body; and

WHEREAS, the County was awarded a Fiscal Year 2024 Safe Streets and Roads for All Grant (the “Grant”); and

WHEREAS, the Town and County wish to enter into an Intergovernmental Agreement (the “IGA”) regarding funding and expenditures of the Grant; and

WHEREAS, the Town Council finds it is in the best interest of the Town to enter into the IGA attached hereto.

NOW, THEREFORE, IT IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

Section 1. The above recitals are hereby incorporated as findings by the Town Council of the Town of Crested Butte, Colorado.

Section 2. The Town Council of Crested Butte hereby approves the attached IGA and authorizes the Mayor to execute the IGA on behalf of the Town.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF _____ 2025.

TOWN OF CRESTED BUTTE, COLORADO

Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

INTERGOVERNMENTAL AGREEMENT FOR FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) made effective on this _____ day of _____, 2025, between **the COUNTY OF GUNNISON** and **the TOWN OF CRESTED BUTTE** (individually “Party” and collectively “Parties”), all of which are political subdivisions of the State.

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., the State of Colorado and any of its political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each Party thereto with the approval of its legislative body; and

WHEREAS, the County of Gunnison and the Town of Crested Butte desire to enter into this IGA to allocate Fiscal Year 2024 Safe Streets and Roads for All Grant (“Grant”) funding and expenditures between the Parties; and

WHEREAS, the Parties deem such an IGA to be in the best interests of their inhabitants;

NOW, THEREFORE, the Parties in consideration of the agreements and covenants set forth herein; do hereby enter into this IGA for the provision of delineation of funding and expenditures under the Grant:

SECTION I TERM OF AGREEMENT

THE TERM of this IGA shall commence with mutual execution of this agreement and be for a period matching the duration of the subject Grant Agreement, unless otherwise terminated in accordance with Section III below.

SECTION II SAFE STREETS AND ROADS FOR ALL GRANT

The County of Gunnison, with the help of the Town of Crested Butte, applied for and was awarded funding from the Grant from the Federal Highway Administration. The Town projects and improvements within, and immediately adjacent, their jurisdiction that will benefit from the funding from the Grant.

The list of projects and supplemental estimated budget for Grant projects within the Town are as found in **Exhibit A** to this IGA. The Fiscal Year 2024 Safe Streets and Roads for All Grant Agreement with Federal Highways shall be

Exhibit B once executed. The Fiscal Year 2024 Safe Streets and Roads for All Grant Terms and Conditions shall be **Exhibit C**. The Fiscal Year 2024 Safe Streets and Roads for All Grant Exhibits shall be **Exhibit D**.

Grant funds shall be disbursed only through reimbursement requests approved and funded by the Federal Highways Administration. Project update narratives and reimbursement requests shall be provided quarterly. The grant fund sub-recipient is responsible for all documentation and meeting federal requirements. Each project is bound to the allocated Total Project Costs in Exhibit A. There are no additional funds and expenditures in excess of the agreement amount will be the sub-recipient's responsibility. Projects that come in under budget will require a contract amendment with the Federal Highway Administration and the funds will be reallocated based on that amendment.

Gunnison County is the fiscal agent and awardee of the Grant.

SECTION III MISCELLANEOUS

- a. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this IGA is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- a. **No Third-Party Rights.** This IGA does not and shall not be deemed to confer upon or grant to any third-party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.
- b. **Governing Law and Venue.** This IGA shall be governed by the laws of Colorado. Venue and jurisdiction for any dispute arising from or out of this IGA shall lie with the District Court in and for the County of Gunnison, State of Colorado.
- c. **Amendments.** This IGA contains the entire agreement between the Parties on the subject set forth herein. Any amendment of this IGA shall be made only by written agreement duly authorized by each Party. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all Parties.
- d. **Authority to Enter IGA.** The signatories to this IGA affirm that they are authorized to enter into and execute this IGA, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize its execution of this IGA have been taken, held or made.

- e. Non-abridgement Of Powers. Nothing in this IGA, or any determination made by the Parties, is or shall be construed to abridge, limit, constrain, preempt or curtail whatsoever any authority of any or all the Parties.
- f. TERMINATION. Either Party shall have the right to terminate this IGA at any time, with or without cause, upon thirty (30) days prior written notice to the other.
- g. Notices. Referrals made under the terms of this IGA shall be sent to the Parties' representatives as follows:

ENTITY:

REPRESENTATIVE:

Gunnison County

County Manager
 200 E. Virginia Ave.
 Gunnison, CO 81230

With copy to:
 Gunnison County Attorney
 200 E. Virginia Avenue
 Gunnison, CO 81230

Town of Crested Butte

Town Manager
 PO Box 39
 507 Maroon Ave.
 Crested Butte, CO 81224

IN WITNESS WHEREOF the Parties hereto agree to the foregoing IGA.

APPROVED on _____, 2025 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON
 STATE OF COLORADO

ATTEST:

 Deputy Clerk

 Laura Pucket-Daniels, Chairperson

APPROVED on _____, 2025 by the Crested Butte Town Council.

TOWN OF CRESTED BUTTE

ATTEST:

Town Clerk

Ian Billick, Mayor

Exhibit A

	SS4A Federal Funds	SS4A Non- Federal Match	Total Project Costs
SH 135 and Red Lady Avenue	\$ 2,224,800.00	\$ 556,200.00	\$ 2,781,000.00
Minor Rd Stop Control to Roundabout	\$ 2,224,800.00	\$ 556,200.00	\$ 2,781,000.00

Exhibit B

Exhibit B

39

1. Federal Award No.

693JJ32540753

2. Effective Date

See No. 16 Below

3. Assistance

Listings No.
20.939

4. Award To

County of Gunnison
200 East Virginia Avenue
Gunnison, CO 81230

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

Unique Entity Id.: NSN9FAGKEDJ9

TIN No.: 84-6000770

6. Period of Performance

Effective Date of Award – 60 months

7. Total Amount

Federal Share:	\$15,265,600
Recipient Share:	\$3,816,400
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$19,082,000

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.

HSA250337PR

11. Federal Funds Obligated

Base Phase: Preliminary Design/NEPA:
\$13,290

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

15X0176E50.0000.055SR50500.5592000000
.41010.61006600

14. Description of the Project

This project will implement safety improvements along SH 135 Corridor that includes roundabouts, guardrail, signage, sidewalk, pedestrian underpass, rumble strips, transit bus pullouts, and intersections improvements. The project will also make upgrades to Gunnison Valley's emergency service provider capabilities.

RECIPIENT

15. Signature of Person Authorized to Sign

 9/11/25

Signature

Date

Name: Matthew Birnie

Title: Gunnison County Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Hector R. Santamaria

Title: Agreement Officer

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Gunnison County (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Gunnison Valley SH 135 Comprehensive Safety Package.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Gunnison Valley SH 135 Comprehensive Safety Package

Application Date: 05/16/2024

2.2 Award Amount.

SS4A Grant Amount: \$15,265,600

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase (Preliminary engineering & NEPA for all work locations)	\$13,290	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Phase I: Final Design, Right-of-Way, and Utility Relocation	Total: \$1,329,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:
SH 135 Corridor Improvements	\$245,040	(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and
SH 135 and US 50 (Main and Tomichi) & SH 135 and Cement Creek	\$760,560	(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and
SH 135 and Brush Creek Road & SH 135 and Red Lady & Post Crash Emergency Services	\$323,400	(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.
		Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Phase 2: Total Construction Cost	Total \$13,923,310	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.
SH 135 Corridor Improvements	\$2,202,910	
SH 135 and US 50 (Main and Tomichi) & SH 135 and Cement Creek	\$2,658,234	
SH 135 and Brush Creek Road & SH 135 and Red Lady & Post Crash Emergency Services	\$9,062,166	

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award to 9/30/2027

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Implementation

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be implemented in three phases. In alignment with the Gunnison Valley Comprehensive Safety Action Plan, this project will implement safety interventions including center and edge-line rumble strips along CO 135, extend guardrails, speed-limit modifications, sidewalk enhancements, installation of roundabouts, a pedestrian underpass, transit bus pullouts, and upgrades to the Valley's emergency service providers post-crash response capabilities. These projects will leverage investments into multimodal transportation and affordable housing to boost safety for all roadway users, but especially pedestrians of all mobility levels, bicyclists, and transit riders; mitigate congestion and boost traffic efficiency at key intersections; improve the accessibility and efficiency of transit and its connection to workforce and affordable housing; facilitate low and no cost connections to job opportunities to promote economic opportunity for low and moderate income populations; and reduce greenhouse gas and pollutant emissions in support of climate sustainability and public health.

The project consists of six distinct components. Each component will have separate deliverable timelines and NEPA components. The six components are:

- **Sh135 Corridor Improvements**

Install edge-line rumble strips, centerline rumble strips, dynamic/variable speed limits message signs, guardrails and sidewalk at selected locations.

- **SH135 & US50 (Main and Tomichi)**

Install curb extensions, adjust intersection geometry, curb radii, traffic signal, crosswalks, ADA ramps, etc. at the intersection.

- **SH135 and Cement Creek Road**

- **Install intersection improvements at this location. SH135 & Brush Creek Road**

Install intersection improvements at this location., provide bus and trail enhancements by installing an underpass.

- **SH135 and Red Lady Avenue**

Install intersection improvements at this location.

- **Post Crash Emergency Services**

The purchase of software and installation of additional radio capabilities to improve post-crash outcomes including a radio tower.

Base Phase: Pre-NEPA: This work will consist of completing the preliminary design of all six components and obtaining NEPA clearances. Because the effort of completing the NEPA documents varies from one component to another component, three separate NEPA clearances are expected.

Phase 1 – Final Design, Right-Of-Way acquisition and Utility Relocation if needed, PS& E package preparation and or Software selection:

- SH135 Corridor Improvements component.
- SH135 & US50 improvements component, and SH135 & Cement Creek Road component.

- SH135 & Brush Creek Road component, SH135 & Red Lady Avenue component and Post Crash Emergency Service component.

Phase 2 – Construction

- Constructing SH135 Corridor Improvements
- Constructing SH135 & US50 and SH135 & Cement Creek Road intersection improvements
- Constructing SH135 & Brush Creek Road intersection, SH135 & Red Lady Avenue intersection and purchasing software and installation of additional radio capabilities to improve Post Crash Emergency Services component.

3.2 Project's Estimated Schedule.

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date (SH135 Corridor)	10/1/2026
Planned NEPA Completion Date (SH135 & US50, SH135 & Cement Creek Rd)	7/1/2027
Planned NEPA Completion Date (SH135 & Brush Creek Road, SH135 & Red Lady Ave., Post Crash Emergency Services)	10/1/2025
Planned Construction Substantial Completion and Open to Public Use Date (SH135 Corridor)	12/31/2029
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & US50)	4/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Cement Creek Rd)	4/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Brush Creek Rd)	12/31/2027
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Red Lady Avenue)	12/31/2027
Planned Construction Substantial Completion and Open to Public Use Date: (Post Crash Emergency Services System)	6/30/2028
Planned SS4A Final Report Date:	4/30/2030

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$15,265,600
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$3,816,400
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$19,082,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	\$16,612		\$16,612
Architectural and engineering fees	\$1,661,250		\$1,661,250
Construction	\$17,404,138		\$17,404,138
Project Total	\$19,082,000		\$19,082,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Matthew Birnie
County Manager
200 East Virginia Avenue Gunnison Colorado
970-641-0248
mbirnie@gunnisoncounty.org

4.2 Recipient Key Personnel.

Name	Title or Position
Martin Schmidt	Assistant County Manager for Public Works mschmidt@gunnisoncounty.org

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Colorado
Agreement Officer's Representative (AOR)
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
CO-DIV@dot.gov

and

Ajin Hu
FHWA Colorado Division Office Lead Point of Contact
Grants Program Manager & Region 2 Area Engineer
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

and

Julian Gonzalez
FHWA Colorado Division Office
Program & Project Delivery Team Leader
Area Engineer, Region 3

12300 W. Dakota Avenue, Suite 180
 Lakewood, CO 80228
 (720) 963-3009
julian.gonzalea@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4 The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2024 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.5 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.6 The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7 Pursuant to the court’s preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as “Plaintiff State Entities”), or otherwise rescind,

withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

6.8 There are no other special grant requirements

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: CO 135 Corridor from CO 50 to Elk Avenue

Baseline Measurement Date: 11/1/2025

Baseline Report Date: 2/1/2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: No Changes

Schedule: Due to the delay in contracting compared to the submittal, the schedule has been pushed back by a 2 Quarters. Additionally, project delivery timelines are becoming more clear as the projects near implementation and the timing is more accurate now than in the grant application submittal. The multiple deliverables are staggered to ensure adequate oversight and a high-quality product that aligns with the funding capabilities of the county and its partners. The schedule revisions reflect the new schedule and maintain the 60-month delivery window for the awarded funds.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Public Use Date (SH135 Corridor)	06/30/2027	12/31/2029
Planned Construction Substantial Completion and Open to Public Use Date: (Post Crash Emergency Services System)	12/31/2026	06/30/2028
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & US50)	12/29/2028	4/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Cement Creek Rd)	12/29/2028	04/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Brush Creek Rd)	03/31/2027	12/31/2027
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Red Lady Avenue)	12/31/2027	12/31/2027

Budget: No Changes

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				

Fund Source	Application		Section 3.3	
	\$	%	\$	%
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Each project has yet to be contracted. Gunnison County has a policy in the Employee Handbook of promoting a free and fair workplace with strong labor standards. We intend to comply with all relevant federal and state requirements related to labor and workforce protection. We will independently negotiate training opportunities in the contracts for the projects that will improve the workforce skillset.

ATTACHMENT F CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

The purchase of software to support post-crash care will not increase risk to security or put critical infrastructure at risk.

The City of Gunnison uses many types of services, devices and software to help secure the City from Cyber events. Including user training for phishing. Security as a Service (24x7x365 NOC) monitoring end points, servers, SIEM logs and O365 activity, Network intrusion detection and firewalls. The City uses an immutable cloud backup service with compute resources incase DR operations need to be brought online in the cloud. The Communications and Police Network are located in a secure building with limited or escorted public access.

ATTACHMENT G

[RESERVED]

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

The purchase of software to support post-crash care will not increase risk to security or put critical infrastructure at risk.

The City of Gunnison uses many types of services, devices and software to help secure the City from Cyber events. Including user training for phishing. Security as a Service (24x7x365 NOC) monitoring end points, servers, SIEM logs and O365 activity, Network intrusion detection and firewalls. The City uses an immutable cloud backup service with compute resources incase DR operations need to be brought online in the cloud. The Communications and Police Network are located in a secure building with limited or escorted public access.

ATTACHMENT G

[RESERVED]

Exhibit C

Exhibit C

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT PROGRAM: FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.
- 13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14 PERFORMANCE REPORTING

14.1 **Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 **SS4A Final Report.**

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 15.1(b); or
- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - fiber optic cable (including drop cable)
 - lumber;
 - engineered wood; and
 - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

- 19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.
- 19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.
- 19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.
- 19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.
- 19.8 Information Supporting Expenditures.**
- (a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.
- 19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.
- 19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24 LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26 CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

- (a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "**Existing**" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28 ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30 ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

30.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31 MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 32 CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

- 32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.
- 32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.
- 32.5 Definitions.** In this agreement, the following definitions apply:
- “**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.
- “**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.
- “**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.
- “**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE

- 33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

Exhibit D

Exhibit D

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT
PROGRAM

June 13, 2024

Revised: March 17, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards – 2 C.F.R. Parts 200, 1201

- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)

- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or

contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C

QUARTERLY PERFORMANCE PROGRESS REPORTS: FORMAT AND CONTENT

1. **Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.
 - (a) **Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.
 - (b) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.
 - i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IIJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (c) **Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “**Agreement**”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

By:

Date

Signature of Recipient’s Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

	By
Date	Signature of USDOT's Authorized Representative
	[insert name]
	Name
	[insert title]
	Title



Staff Report

October 6, 2025

To: Mayor and Town Council

Prepared By: Erin Ganser, Housing Director

Thru: Dara MacDonald, Town Manager

Subject: Resolution 28, Series 2025: A Resolution Supporting the Grant Application for a Grant from the Department of Local Affairs' Accessory Dwelling Unit Grant Program and the completion of the Crested Butte Pre-Approved ADU Planning Project.

Summary: Town is pursuing funding to offset the costs to develop pre-approved Accessory Dwelling Unit (ADU) plans, thereby providing a more cost-effective entitlement process.

Previous Council Action: The Town's original ADU policy was adopted in 1990 and amended in 2023.

Background: The Town's original ADU policy was adopted in 1990, allowing construction of an ADU in exchange for a restrictive covenant that requires at least one unit on the property to be used as a long-term rental under a lease of not less than six months to an individual that does not own more than 10% of the property. Incentives were provided to property owners to encourage construction of ADUs including additional height and Town paying a portion of water and sewer tap fees. Over time, fewer ADUs are being built as rents do not offset construction costs and many who can afford to build prefer not to have a tenant on-site. The policy was amended in 2023, to fund the full cost of water/sewer taps and capped the size of a heated and plumbed accessory structures to 250 SF. If an owner wants a larger, heated and plumbed garage, they must provide a deed restricted ADU above the garage space. Additionally, the restrictive covenant on new ADUs continues the minimum lease term and requires that the tenant work 1,200 hours per year or 100 hours per month for a local business. Staff continue to seek opportunities to incentivize creation of privately funded affordable housing units.

Discussion: 94 ADUs make up an important part of the Town's affordable housing portfolio, comprising almost 30% of the deed restricted units in Town. Staff seek to incentivize construction by lessening the financial burden of developing an ADU through the availability of pre-approved plans.

Climate Impact: Infill opportunities, such as through building ADUs, help to co-locate the workforce with jobs, near transit, and daily commercial and service needs, reducing reliance on private vehicles. Additionally, infill results in more efficient use of infrastructure.

Financial Impact: The grant requires a 25% match from Town, estimated at \$15,000-\$20,000. The match was included in the first draft budget for 2026. On the private sector side, pre-approved plans will offer cost savings in the development of an ADU.

Legal Review: NA

Recommendation: Staff recommend that a Council member make a “motion to approve Resolution 28, Series 2025: A Resolution Supporting the Grant Application for a Grant from the Department of Local Affairs’ Accessory Dwelling Unit Grant Program and the completion of the Crested Butte Pre-Approved ADU Planning Project” followed by a second and roll call vote.

Proposed Motion:

A Council member make a “motion to approve Resolution 28, Series 2025: A Resolution Supporting the Grant Application for a Grant from the Department of Local Affairs’ Accessory Dwelling Unit Grant Program and the completion of the Crested Butte Pre-Approved ADU Planning Project” followed by a second and roll call vote.

Attachment: Resolution 28, Series 2025

**RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT
FROM THE DEPARTMENT OF LOCAL AFFAIRS' (DOLA) ACCESSORY
DWELLING UNIT GRANT PROGRAM (ADUG) AND THE COMPLETION OF
THE CRESTED BUTTE PRE-APPROVED ADU PLANNING PROJECT.**

A. WHEREAS, the Town of Crested Butte is a political subdivision of the State of Colorado, and has submitted documentation to become certified as an ADU Supportive Jurisdiction, and is therefore an eligible applicant for a grant awarded by the Accessory Dwelling Unit Grant Program; and

B. WHEREAS, the Town of Crested Butte has submitted a Grant Application for the Crested Butte Pre-Approved ADU Planning Project requesting a DOLA ADUG funding award; and

C. WHEREAS, the Town of Crested Butte supports the completion of the project if a grant is awarded from the ADUG.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE THAT:

1. The above recitals are hereby incorporated as findings by the Town Council of the Town of Crested Butte.
2. The Town Council of the Town of Crested Butte strongly supports the Grant Application submitted by the Town of Crested Butte and has appropriated matching funds for a grant from the ADUG.
3. The Town Council of the Town of Crested Butte authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement under the ADUG.
4. If a grant is awarded, the Town Council of the Town of Crested Butte hereby authorizes the Town Manager to sign a Grant Agreement for the ADUG.

The effective date of this Resolution is the date passed and approved below. PASSED

AND APPROVED ON: _____

ATTEST:

APPROVED BY:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Staff Report

October 6th, 2025

To: Mayor and Town Council

Prepared By: RaeMarie Barry, Property Manager

Subject: First Reading of Ordinance 11, Series 2025 - An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 409 Second Street to Six Points Evaluation and Training, LLC.

Date: September 18th, 2025

Summary: Six Points Evaluation and Training, LLC (Six Points) is a special district that provides serving people with intellectual disabilities and people with traumatic brain injuries in Gunnison and Hinsdale counties and they want to lease 409 Second Street, commonly known as Old Rock Jail for retail and boutique purposes.

Discussion: The potential tenant has agreed to pay the amount of \$1,080 for the first year, at a rate of \$3 a square foot and a 1% annual rental increase for the remaining lease term of 4 years. This price is below market value of \$4 and the target price decided by the Council. A 5-year lease with no automatic renewal.

Climate Impact: None

Financial Impact: No significant impact.

Legal Review: The Town Attorney has reviewed and approved of the lease.

Recommendation: Staff recommends that Council set Ordinance No. 11, Series 2025 for public hearing on October 20th, 2025.

Proposed Motion: A Council member may make a motion, “to set Ordinance No. 11, Series 2025 for public hearing on October 20th, 2025” as part of the Consent Agenda.

Attachments:

Ordinance No 11, Series 2025
Business Lease Agreement

ORDINANCE NO. 11

SERIES NO. 2025

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
APPROVING THE LEASE OF THE PROPERTY AT 409 2ND STREET TO
SIX POINTS EVALUATION AND TRAINING, INC.**

WHEREAS, the Town of Crested Butte, Colorado (the “Town”) is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Section 31-15-713 (c), C.R.S., and Section 1.4. of the Town Charter, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, the Town Council and Six Points Evaluation and Training, Inc., wish to enter into a long-term Business Lease attached hereto as **Exhibit A**; and

WHEREAS, the Town Council finds hereby that approving leases of various Town properties for use by certain entities is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE COLORADO:

Section 1. **Findings.** The foregoing recitals are incorporated herein as if set forth in full.

Section 2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute a lease in substantially the same form as attached hereto as **Exhibit A**.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2025.

ADOPTED BY THE TOWN COUNCIL UPON SECTION READING IN PUBLIC HEARING THIS ____ DAY OF _____ 2025.

TOWN OF CRESTED BUTTE, COLORADO

ATTEST:

By: _____
Ian Billick, Mayor

Lynelle Stanford, Town Clerk

BUSINESS LEASE

THIS BUSINESS LEASE (this “**Lease**”) is entered into this ____ day of _____ 2025, with an effective date of _____, 2025 (the “**Effective Date**”) by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Landlord**”), a Colorado home rule municipality and the SIX POINTS EVALUATION AND TRAINING, INC., a Colorado nonprofit corporation (“**Tenant**”).

AGREEMENT:

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

409 2nd Street
Town of Crested Butte,
County of Gunnison,
State of Colorado,

and commonly known as the Old Rock Jail property (the “**Premises**”).

Tenant has inspected the Premises and accepts the same in its “as is” condition.

2. Use; Parking; Maintenance; Signage.

2.1. Tenant may use and occupy the Premises solely for activities directly related to the provision of housing authority business and purposes. Any other uses shall be following Landlord’s prior written consent.

2.2. All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is not parking provided on the Premises.

2.3. During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, “**Projects**”). All such maintenance and care shall be performed at Tenant’s sole cost and expense.

2.4. Without limiting Tenant’s obligation respecting such maintenance and care of the Premises, Landlord shall maintain the structure, plumbing, mechanical systems and other parts or systems that are appurtenant to the building.

2.5. Tenant shall pay the gas and electric utilities, trash and recycling, and communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

2.6. Landlord shall pay the expenses for water and sewer.

2.7. All signage shall be installed only upon prior approval of Landlord.

3. Term.

3.1. Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a five (5) year period (the “Term”) that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term.

3.2. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean, good order and condition, in the same condition and repair as Tenant initially took occupancy of the Property on the Effective Date, ordinary wear and tear excepted. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with Landlord’s disposition of such property, including the cost of repairing any damage to any improvements or the Premises caused by such removal. Tenant’s obligation to observe and perform the foregoing requirements shall survive the expiration or earlier termination this Lease.

4. Rent; Additional Rent; Security Deposit.

4.1. Tenant shall pay Landlord \$1,080.00 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the “**Rent**”). If the Tenant chooses, it may pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase 1% annually as follows:

Timing of Increase	Monthly Rent	Annual Rent
1 year after effective date	\$1090.80	13,089.60
2 years after effective date	\$1,101.71	13,220.50
3 years after effective date	\$1,112.72	13,352.64
4 years after effective date	\$1,123.85	13,486.20

4.2. Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

4.3. Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord’s address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

4.4. To secure the faithful performance by Tenant of all of Tenant’s covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the “Security Deposit”). Tenant’s security deposit is \$1,080.00. The Security Deposit may also be used in the event of termination of the

Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

5. Landlord's Access. Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

6. No Alterations. Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

7. Compliance with Laws.

7.1. Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement.

7.2. Tenant and the Premises shall remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances, all as amended and modified from time to time.

8. No Unsightliness. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises. Without limiting the generality of the foregoing, no vehicles, machinery, equipment, tools, refuse, scrap, debris, garbage, trash, bulk materials, used vehicle parts or waste shall be kept, stored or allowed to accumulate on the Premises at any time. The Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

9. Insurance.

9.1. At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One

Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

9.2. Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

9.3. All insurance required in this Section and all renewals of it shall be issued by companies authorized to transact business in the State of Colorado, and rated at least A+ Class X by Best's Insurance Reports (property liability) or approved by Landlord. All insurance policies shall be subject to approval by Landlord and any lender as to form and substance, said approval not to be unreasonably withheld or delayed; shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and any lender, and to Landlord in the case of general liability insurance; and shall, to the extent obtainable without additional premium expense, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

9.4. All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days' prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this

Section shall be subject to any deductible in excess of \$20,000.00 without Landlord's prior written consent.

9.5. Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

10. Indemnification; Tenant Waiver and Release

10.1. Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the "**Landlord Parties**"; as applicable, each an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person or entity claiming under Tenant, the employees, agents, contractors, guests, invitees or visitors of Tenant or any person or entity (each, a "**Tenant Related Person**"); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

10.2. Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from

construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control.

11. Default Provisions.

11.1. If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord's payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

11.2. The following occurrences are "**Events of Default**": (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of any other obligation under this Lease that is not cured after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

11.3. If any one or more Events of Default occurs, then Landlord may, at its election, give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises shall cease and this Lease shall be terminated. In addition, landlord shall have all other rights available at law and in equity, including, without limitation, recovery of actual damages, costs and expenses, including reasonable attorneys' fees. All remedies may be cumulatively and concurrently applied and enforced.

12. Assignment. Tenant may not assign this Lease, or sublet the Premises, in whole or in part, without Landlord's prior written consent.

13. Notices. All notices, demands, and requests required to be given by either party to the other shall be in writing, and with a copy given to counsel for each such party as provided below. All notices, demands, and requests shall be delivered personally or sent by electronic mail (e-mail), nationally recognized overnight courier, certified or registered mail, return receipt requested, postage prepaid, or via facsimile, addressed to the parties at the addresses set forth

below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the day of delivery if delivered personally, on the first business day following the confirmation of sending of an e-mail when sent by electronic mail, on the first business day following deposit with the courier service when delivered by overnight courier, three business (3) days subsequent to the date that said notice was deposited with the United States Postal Service, or on the first business day following the date of confirmation of receipt when delivered by facsimile.

To Landlord: Town Manager
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626

With a copy to: Town Attorney
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626

To Tenant: Executive Director
 Six Points Evaluation and Training, Inc.
 1160 N. Main Street
 Gunnison, CO 81230

With a copy to: _____

14. No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. Attorneys' Fees. In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. Severability. If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. Successors and Assigns. The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. Obligation to Report. Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

19. Miscellaneous Provisions.

19.1. Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

19.2. This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

19.3. This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

19.4. This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

19.5. A recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

19.6. This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

19.7. Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

[Signature page follows.]

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

Lynelle Stanford, Town Clerk

TENANT:

SIX POINTS EVALUATION AND TRAINING, INC.
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____



Staff Report

October 6th 2025

To: Mayor and Town Council

Prepared By: Joey Carpenter-Recreation, Open Space & Trails Supervisor

Thru: Janna Hansen-Parks, Recreation, Open Space & Trails Director

Subject: Crested Butte Fire Protection District Trail Easement, Deed, & Agreement

Summary: An easement through the Crested Butte Fire Protection District (CBFPD) property to connect Town owned lands and trails along Pyramid Avenue to the historic bridge abutments on the CBFPD parcel, and to provide public access to the Slate River.

Previous Council Action: Resolution 12, Series 2024 approving an Utility Extension Agreement to Provide Sewer Service passed by Council requires the trail easement be executed prior to commencement of utility service.

Background: As part of the negotiation for utilities that resulted in the Utility Extension Agreement to Provide Sewer Service to CBFPD's new campus, Town was granted the right to extend a trail from the northern boundary of TP7, through the CBFPD parcel and to the historic bridge abutment along the Slate River.

Climate Impact: This trail will offer a way to access the new CBFPD campus and other popular trails via foot/bike without having to travel in unprotected lanes along the highway.

Financial Impact: Survey costs incurred by Town are expected to be \$4,000 funded by the Open Space portion of the Real Estate Transfer Tax (RETT), since this segment is outside of Town boundaries as required in RETT language.

Legal Review: Town attorneys have reviewed this agreement.

Recommendation: Authorize the Town Manager to enter into the Easement Deed & Agreement with the Crested Butte Fire Protection District.

Proposed Motion: "I move to authorize the Town Manager to enter into the Easement Deed & Agreement with the Crested Butte Fire Protection District."

TRAIL EASEMENT DEED & AGREEMENT

THIS TRAIL EASEMENT DEED & AGREEMENT (“Agreement”), made this ____ day of _____, 2025, by and between CRESTED BUTTE FIRE PROTECTION DISTRICT, hereinafter referred to as “Grantor,” and the TOWN OF CRESTED BUTTE, COLORADO, a municipal corporation, hereinafter referred to as “Town” or “Grantee.”

WITNESSETH:

WHEREAS, the Grantor owns certain real property in Gunnison County, Colorado, described in **Exhibit A**, attached and incorporated herein by this reference, also known by street address as _____ (“Grantor Property”);

WHEREAS, Grantee intends to locate a public recreational trail, and related improvements, on Grantor’s Property (collectively, the “Improvements”);

WHEREAS, Grantor wishes to grant and convey to the Town a non-exclusive permanent trail easement for the Improvements, as more particularly described herein; and

WHEREAS, this easement is necessary for the Town to access, construct, install, operate, maintain, repair, and replace the Improvements.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Permanent Easement. Grantor hereby grants and conveys to the Town, its employees, agents, and contractors, a non-exclusive permanent trail easement on, over, under, and across the Grantor Property (the “Easement Area”) to access, construct, install, operate, maintain, repair and replace the Improvements (“the Easement”). The location of the Improvements and Easement Area are generally depicted as the “Trail” on **Exhibit B**. No other notations on Exhibit B shall be considered as part of the Easement or Easement Area, or otherwise denote any rights under this Agreement, and are provided solely for reference. Once the Improvements are substantially completed, the Town shall provide an as-built survey of the Improvements. Such survey shall legally describe the Easement Area, which shall be at least 8 feet in width along the trail and shall also include access to the Slate River, and be recorded and incorporated herein. The Easement shall be used as described below.

2. Use of the Easement Area. Permitted uses within the Easement Area include the following: (a) any activities reasonably necessary to access, construct, improve, install, operate, maintain, repair, and replace the Improvements, and (b) use by the general public for hiking, walking, bicycling (including appropriately classed e-bikes based on Town guidelines), and horseback riding. The Town shall have the right to clear and keep clear all trees, bushes, vegetation, and other obstructions within the Easement Area, when such is reasonably necessary for the Town’s exercise of the rights granted herein, without notice to Grantor. The Town may erect and maintain signage related to public use of the Improvements. After exercising any of its rights under this Agreement, the Town shall restore the Grantor Property, including the Easement, to substantially the same condition that existed prior to such use by the Town.

3. Entry. The Town may enter the Easement Area to perform any operation and maintenance activities on the Improvements without advance notice to Grantor. For any planned capital improvements to the Improvements, the Town shall notify Grantor thirty days in advance of construction, except in the event of an emergency, in which case notice shall be provided as soon as practicable.

4. Grantor's Use of Easement Area. Except as expressly permitted by the Town or provided in this paragraph, no temporary or permanent structures, improvements, or objects shall be erected or placed on, under, or over the Easement Area by Grantor, including trees, landscaping, or fences that may unreasonably interfere with the Town's exercise of the rights granted herein. Notwithstanding the foregoing, Grantor shall have the right to install a gate and close the trail within the Easement Area as necessary for Grantor to use the helipad in the event of an emergency.

5. Liability. Town shall be solely responsible for any and all claims or losses of any nature arising out of the Town's use of the Easement, which arise out of the negligent acts or omissions of the Town or any of its employees, agents, or contractors.

6. Governmental Immunity. Nothing herein shall be interpreted as a waiver of any immunities or defenses to which the parties would otherwise be entitled under applicable law, including but not limited to Section 24-10-101, et seq., C.R.S., as amended from time to time.

7. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns. This Agreement shall be recorded in the records of the Gunnison County Clerk and Recorder.

8. Modification. This Agreement may only be modified upon the mutual written agreement of the Parties.

9. Notice. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Grantor:
Chief Executive Officer
Crested Butte Fire Protection District
PO Box 1009
Crested Butte, CO 81224

With a Copy to:
Lyons Gaddis PC
515 Kimbark St, Ste 106
Longmont, CO 80501

To the Town:

Town Manager
507 Maroon Ave.

Crested Butte, CO 81224

With a Copy to:

Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall lie in Gunnison County, Colorado.

12. Attorneys' Fees. For any dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

13. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

[remainder of page intentionally left blank]

By: _____
Name: _____
Title: _____
Date: _____

By: _____

EXHIBIT A
(Grantor Property)

A parcel of land, situated within the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, more particularly described as follows;

Beginning at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in the office of the Gunnison County Clerk and Recorder, also being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped LS 33647, from whence the Southwest corner of said Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°46'31"W a distance of 1151.20' (Basis of Bearings for this description);

Thence N47°28'17"E along said County Road 317 Right of Way a distance of 592.68 feet;

Thence N49°42'28"E continuing along said County Road 317 Right of way a distance of 118.72 feet to a point at the centerline of the Slate River;

Thence S50°09'33"E along the centerline of the Slate River a distance of 140.37 feet.

Thence S01°20'33"W continuing along the centerline of the Slate River a distance of 385.00 feet to a point on the North line of Open Space 1, Aperture Subdivision, according to the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence N90°00'00"W along the North line of said Open Space 1, and the North line of lots T6(a), T6, TP7, and TP1 of said Slate River Subdivision a distance of 629.13 feet to the POINT OF BEGINNING.

The above described parcel contains 3.978 Acres (173,294 Square Feet), more or less being subject to the location of the Slate River.

[remainder of page intentionally left blank]

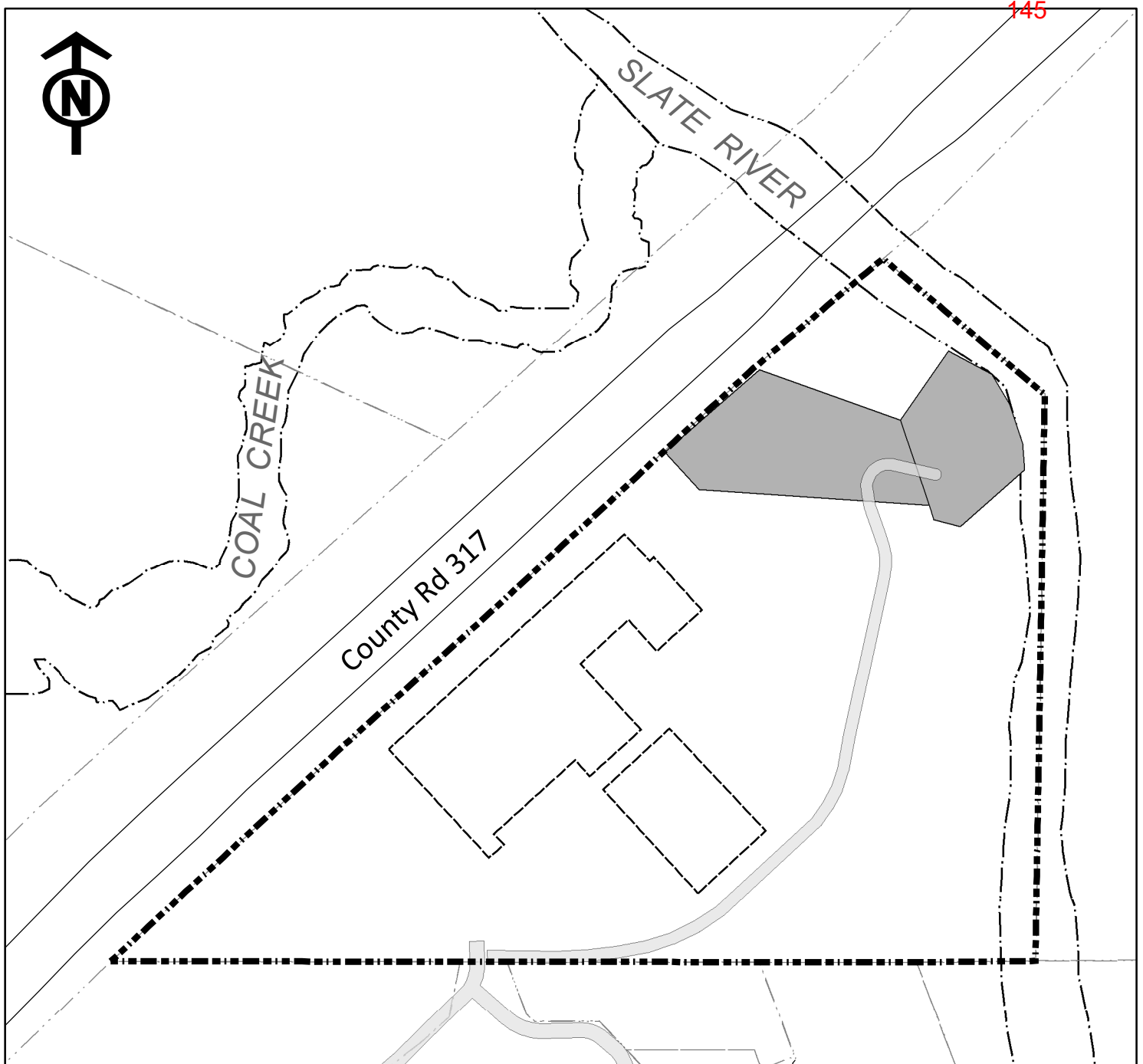
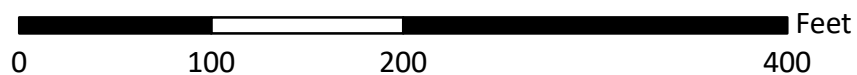


EXHIBIT B

CBFPD Easement Area - Gunnison County Colorado

- | | |
|--|---|
|  Future Easement Area |  Paved Roads |
|  CBFPD Parcel |  Trail |
|  CBFPD Structures |  Parcel Boundaries (Gunnison County) |





Staff Report

October 6, 2025

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Subject: Statement from Mountain Community Elected Officials on Climate Action

Summary: As part of the MT2030 Climate Summit Oct 6-8, organizers would like to issue the attached statement post-Summit. The Crested Butte Town Council is being asked to endorse the statement.

Previous Council Action: Crested Butte Town Council members and staff have attended each MT2030 Climate Summit since the organization's inception in 2019. The network and resources are useful in efforts to advocate and meaningfully reduce emissions for mountain resort communities.

Background: Crested Butte Town Council members and staff have attended each MT2030 Climate Summit since the organization's inception in 2019. The network and resources are useful in efforts to advocate and meaningfully reduce emissions for mountain resort communities.

This year Mayor Billick will be attending along with Dara MacDonald, and Josh Staab. Mel Yemma and Dannah Leeman Gore will both attend and present at the conference. During the conference there will be an elected leaders work session on October 8th. This will be an opportunity for the elected officials in attendance at the conference to discuss and refine the attached statement.

We are seeking Council direction to empower Mayor Billick to participate in the discussions and endorse this statement as may be refined during this conference, on behalf of the Town Council.

Financial Impact: None

Proposed Motion:

A Council member should make a "motion to have Mayor Billick endorse the "Statement from Mountain Community Elected Officials on Climate Action", as may be refined during the MT2030 conference, on behalf of the Town Council" as part of the Consent Agenda.



DRAFT: TO BE DISCUSSED ON 10/8/25

Statement from Mountain Community Elected Officials on Climate Action

Our mountain communities are on the front lines of climate change and the resulting weather extremes - shortened winters, vanishing snowpack, escalating wildfires, worsening drought, flash floods, are direct threats to our local economies. These impacts are no longer warnings of a distant future: they are here, they are now.

For us, climate action is not a choice; it is a necessity. It is our duty to protect public health, safeguard our local economies and livelihoods, and preserve the mountains we call home. Our obligation to current and future generations compel us to lead where others have faltered.

While federal leaders delay and deny, our communities bear the burden. Their inaction leaves us no choice but to lead. Real progress must come from the ground up, by those living with the daily consequences of climate change. We are the ones most compelled to act and best positioned to move quickly.

As elected leaders of mountain communities, we're bonded by a deep love for our natural settings and an intense responsibility to protect them. Therefore, we pledge to work together to accelerate climate solutions at the local and regional level, building a nationwide subnational movement powerful enough to drive emissions to zero.

With the proven solutions at hand, the task now is speed. We must collaborate. We will share strategies, expertise, and data; break down barriers; and leverage our collective influence to ensure every community has the resources to act with speed.

In doing so, we will not only strengthen our resilience to growing risks but also demonstrate to our residents, visitors, and the nation that the clean energy future is already here — and that mountain communities are rising together to meet this moment.

Signed:



Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Manager's Report

Date: October 6, 2025

Town Manager

- 1) Colorado Association of Ski Towns (CAST) is in the midst of selecting a lobbyist or firm to work with during the upcoming legislative session. While we do try and partner with Colorado Municipal League (CML), Colorado Counties Acting Together (CCAT) and Colorado Counties Inc (CCI) who lobby on behalf of member municipalities and counties, we have found that CAST sometimes has a unique perspective or position. Initial review of RFP responses took place on September 30th with interviews to follow. As a member of the CAST Board I am participating in reviews and selection.

Sustainability

- 1) **SAYT updates** – Due to delays from Waste Management (WM) with data delivery and communications, the Town is requesting that WM move the roll out of bins to the end of October. Residents will be billed for new bins beginning in November. Staff will work to update the community through its channels and has asked WM to prepare a public notice for the newspaper.
- 2) **Yard Waste Pickup** – Staff received community feedback regarding the additional cost of yard waste disposal this year with the SAYT trash program rollout. Staff is coordinating with Elements Mountain Compost to provide two yard waste curbside pickup events, likely the last two Thursdays in October, in response to community concerns. Yard waste pickup will be free to residents.

Public Works

- 1) Alternative Water Source - Please see attached map showing the 2DR (2-dimensional resistivity) testing that was done at Town Ranch to identify where there may be potential water. It showed 200 ft deep potential at the locations identified with a green dot.

Beginning the week of Oct. 6th, drillers will install exploratory wells. This process will take approximately 12 days. The wells being explored will be at the location of MW1 4" 200 ft deep, and MW2A 2" 200ft deep and 2 additional piezometer wells of 2" at approx. 20 feet deep. We have been working with Army Corps of Engineers through WWE Engineers, our consultants. This drilling

requires wetland mats to get the equipment out to the location and not disturb the wetlands. They will observe if there is any disturbance after the drilling and if so, will work on restoration next year.

- 2) Wildfire Ready Action Plan – Planning Team (Forest Service and water conservancy, and Mt. CB Water & San) was held on Sept 25th. The next full WRAP Stakeholder meeting will be Nov. 18th.
- 3) Whetstone Utility Extension –
 - a. Wastewater - Based on the last couple of weeks of progress and the remaining construction season, the sanitary sewer crossing at Red Lady and SH135 has been postponed to next year.
 - b. Water - The contractor is still working towards completion of the water transmission line and connection to the Town's existing system. The construction of the water meter, backflow assembly, and connection to Town is anticipated to be completed in October.
- 4) Block 80 Water Main Construction – The Town will start construction of the water main across 10th street, between Butte Ave and Teocalli Ave, the week of September 29th. Access to 10th street, between Butte and Teocalli Aves, as well as eastern side of the alley in block 79, will be restricted during construction.

Marshals

- 1) The 2025 Police Package EV Blazer upfit has been completed and the new car has been assigned to Master Deputy Sean Besecker. We think it looks pretty sharp.



- 2) Jackson Smith has completed his initial training under the guidance of our PTO training team. Congratulations to Jackson and we really appreciate what he brings to the team.
- 3) Interstate Parking summarized our summer parking enforcement season as, 1,500+ smiles and greetings shared with visitors and locals with very few negative reactions. They directed hundreds of guests by assisting them with directions to dining, restrooms, and parking. We had a two-fold increase in displayed employee permits to allow them to park in the residential zone. There were major drops in violations after the Parking Ambassador provided consistent education and enforcement. Three large events at the Center for the Arts were supported by Interstate with strong visibility.

Parks, Recreation, Open Space and Trails

- 1) **Digital Parks Tour:** Check out our new [Parks Tour!](#)

- 2) **Pavers in 400/500 Blocks of Elk:** A neighborhood outreach for the paver project in the 400 and 500 blocks of Elk will be held Monday, October 20th at 2:00pm at Rumors. Door hangers will be distributed to all properties on Elk in those blocks the week of Oct 6th.
- 3) **Winter Prep PSA:** The following PSA will go out the week of October 6th:
Winter is on the way! Please remove all personal items from sidewalks and Town rights-of-way by October 20th including bike racks, benches, tables, and chairs. Please unlock your bike from Town bike racks. Thank you! – Town of Crested Butte Parks, Rec, Open Space & Trails

Community Development

- 1) **Paradise Park Phase 3 Lottery:** The final lottery for the last three units at Paradise Park (two 2-bedroom units and one 3-bedroom unit) will be on Friday, October 3. There are 9 households in the lottery.
- 2) **Building Inspector Certification:** Josh Staab, the Town's new building inspector, achieved his Residential Building Inspector certification on September 8.
- 3) **Outreach Season:** The recently published Compass brochure outlined the shift from planning to implementation on the different Compass plans and shared upcoming opportunities to get involved. Coming up next is outreach on the zoning code update. Staff will host webinars with property owners across zone districts (late October–mid-November) to review the code update, proposed changes, discuss questions, and share ways to provide further feedback. Each webinar will be followed by a survey open through the end of the year to solicit additional feedback. [Visit the "Town Plans" webpage for details and updates.](#)
- 4) **Design Standards RFP:** The Town received 4 proposals for the Design Standards update and is in the process of reviewing/interviewing. A recommendation on which firm to contract with will be on the October 20 agenda.
- 5) **Early Recreation Era Survey:** Staff sent a letter to 320 property owners to explain process of the impending reconnaissance survey for the Early Recreation/ Ski Era (1961-1984), which was funded in part by the Certified Local Government grant. The letter explained that their building was included in the new Period of Significance (POS) based upon the year of construction, but the survey work will look at integrity, architectural significance and other attributes to help define which buildings are contributing to the new POS.

Town Clerk

- 1) Ballots will be mailed October 10, 2025 – October 17, 2025.
- 2) The next campaign finance deadline (FCPA), Anna and Ian, is October 7, 2025.
- 3) The conclusion of the parklet season is October 7, 2025.

Finance/HR/IT

- 1) The Town's website redesign project was recently featured at the Colorado Statewide Internet Portal Authority's (SIPA) [2025 User Conference](#), which brought together more than 500 attendees from government organizations across Colorado. Kat Carpenter presented the project as a GovGrant case study, highlighting how grant funds were leveraged to build a more accessible and effective municipal website through a user-centered design approach. The session generated strong interest and positive feedback from public sector peers across the state who are considering similar initiatives.



- 2) August Revenue Report

TOWN SALES TAX August 2025

Business Category	Total Amount 2025	Total Amount 2024	\$ Diff	% Diff
BARS/REST	275,265	256,869	18,396	7.16%
ECOMMERCE	18,146	17,173	973	5.67%
GROCERY	108,016	99,058	8,958	9.04%
RETAIL	175,735	174,564	1,171	0.67%
RETAIL:MMJ	12,568	13,478	(910)	-6.75%
LODGING	111,075	94,689	16,386	17.31%
CONST/HRDWR/AUTO	51,859	51,359	500	0.97%
SERVICE	22,759	23,478	(720)	-3.06%
Grand Total	775,421	730,667	44,754	6.1%

YTD 2025	YTD 2024	\$ Diff	% Diff
1,556,935	1,463,069	93,866	6.42%
248,118	165,469	82,649	49.95%
632,698	614,207	18,491	3.01%
946,131	929,666	16,466	1.77%
80,469	88,405	(7,936)	-8.98%
614,439	544,856	69,583	12.77%
378,332	372,104	6,228	1.67%
245,047	254,285	(9,238)	-3.63%
4,702,169	4,432,060	270,109	6.1%

OTHER REVENUE SOURCES

Vacation Rental Excise Tax	105,375	100,788	4,587	4.6%
Tobacco & Nicotine Tax	21,068	19,632	1,436	7.3%
RETT	166,943	164,100	2,843	1.7%
Carry Out Bag Fee	685	624	61	9.8%

622,878	598,820	24,058	4.0%
135,442	129,825	5,617	4.3%
857,264	796,120	61,144	7.7%
4,138	4,469	(331)	-7.4%

Upcoming Meetings or Events Council may choose to attend

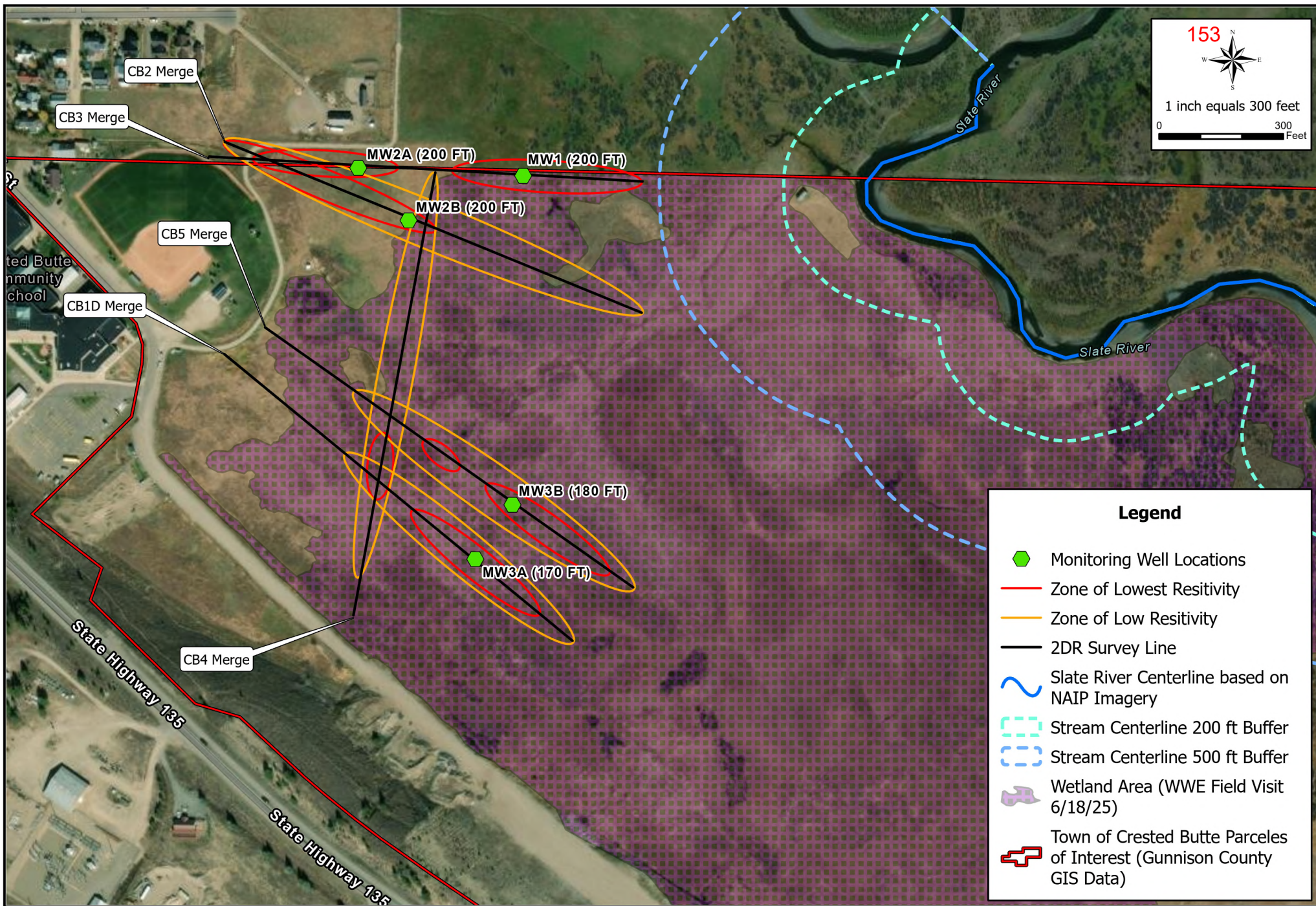
October 8th 12:00-3:00pm, Mt. Emmons Mining Co. Site Tour, Meet at MEMC's water treatment plant parking lot (2131 Co. Rd. 12) for a brief orientation and divide into vehicles for the tour. Parking is limited. Carpools to the site and up the mountain are appreciated.

October 20th – Elk Ave 400 & 500 blocks Neighborhood meeting, 2:00 pm at Rumors

Upcoming Agenda Items

See attached **draft** list of upcoming Council agenda topics

* As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.



Date: 8/6/2025 Document Path: P:\131-004 McCormick Ditch Crested Butte\125 Alternate Water Supply\Mapping\McCormick Ditch Crested Butte.aprx

User Name: dnelson

GUNNISON COUNTY, CO

WWE

Wright Water Engineers, Inc.
1666 N. Main Ave., Ste. C
Durango, CO 81301
(970) 259-7411 ph 259-8758 fx

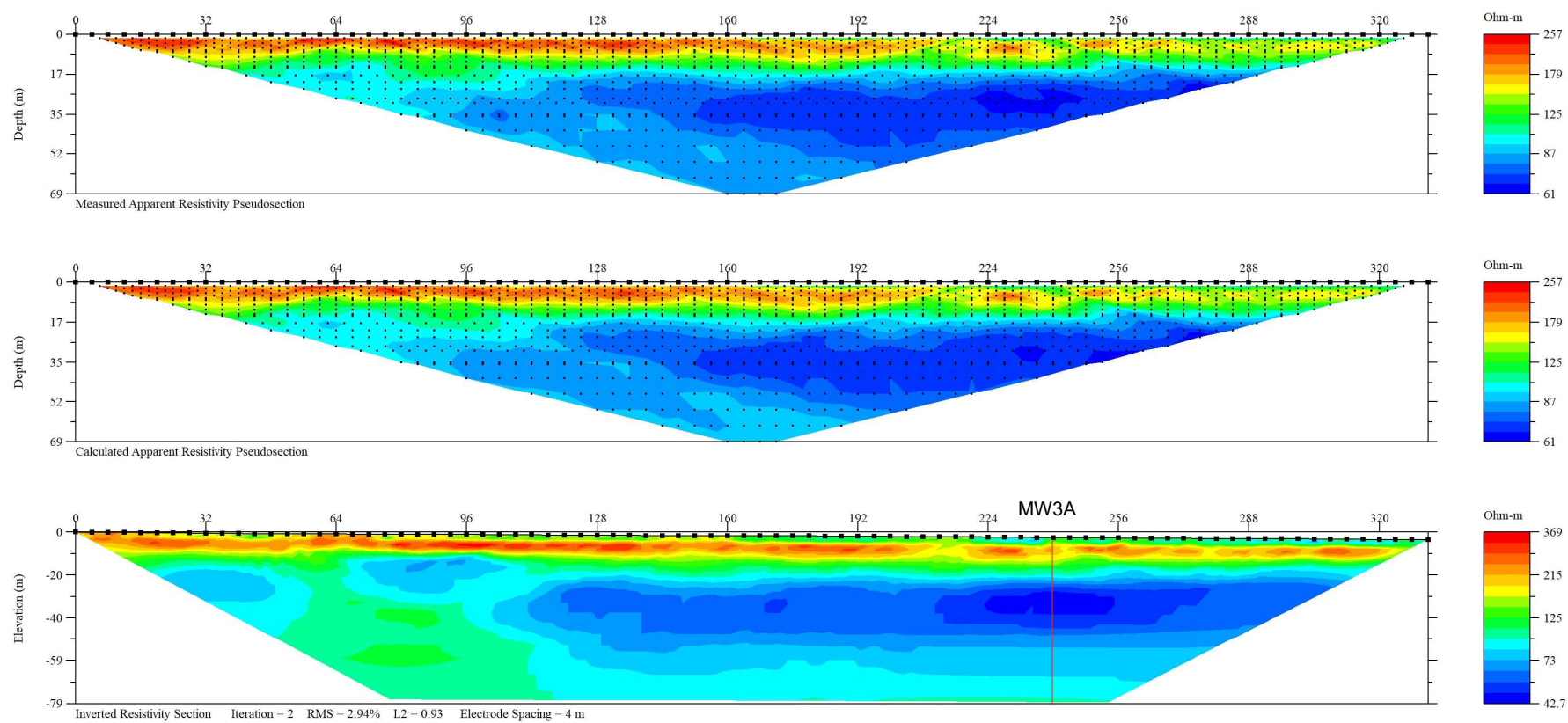
TOWN OF CRESTED BUTTE TOWN RANCH SITE

PRIVILEGED AND CONFIDENTIAL INFORMATION
TOWN OF CRESTED BUTTE

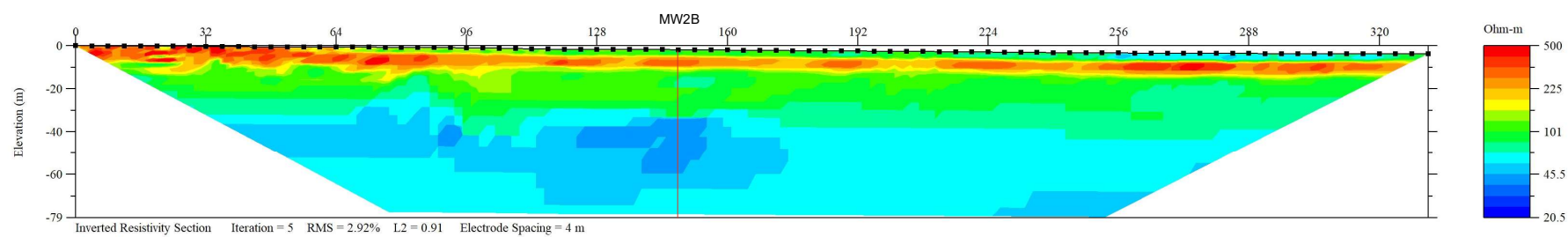
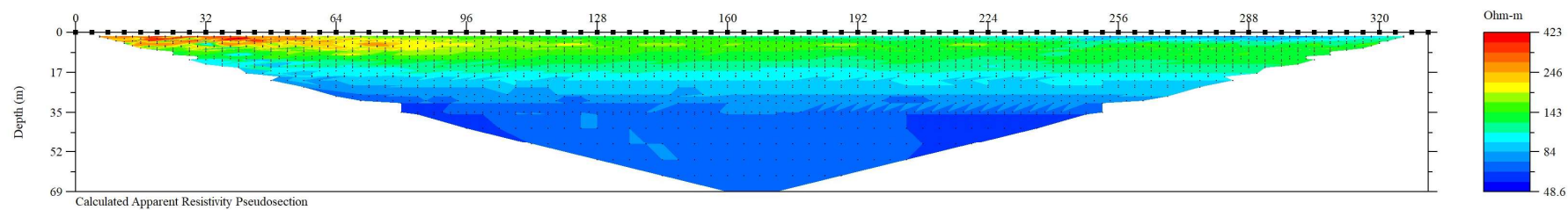
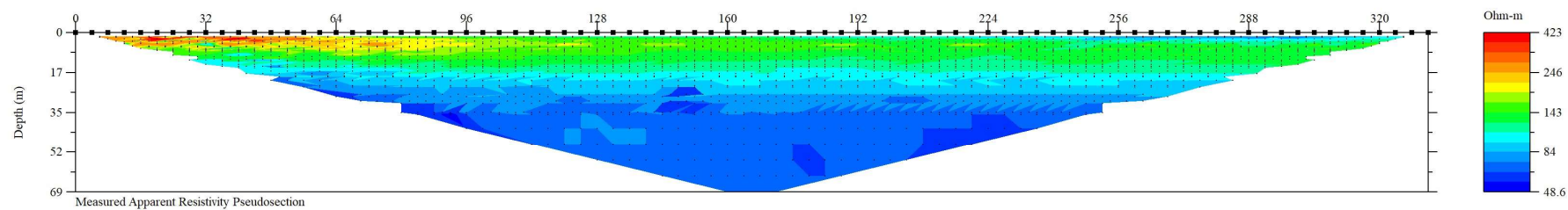
PROJECT NO.
131-004.110

DRAFT
FIGURE
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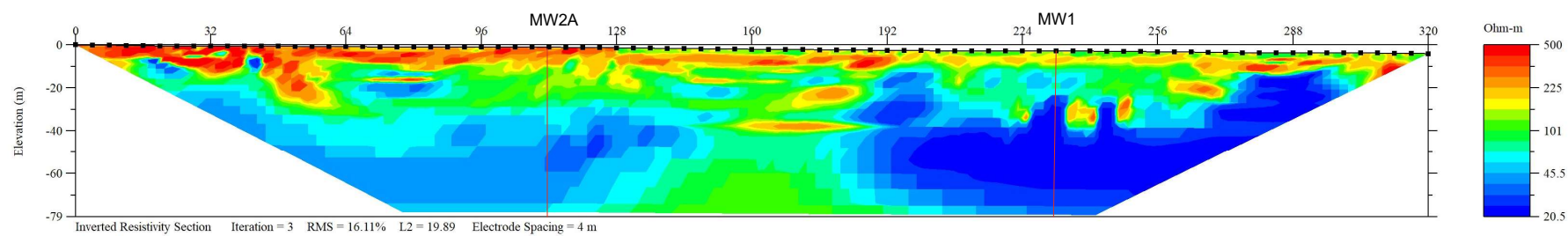
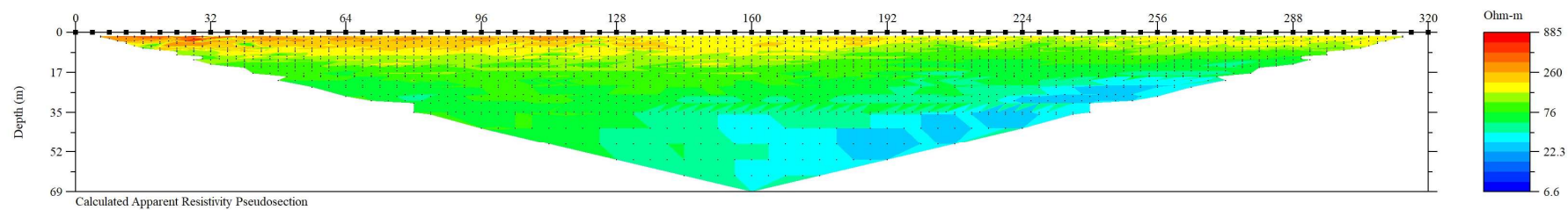
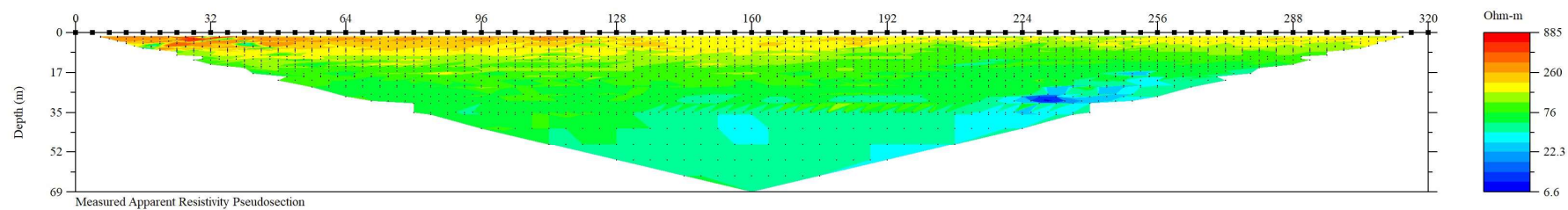
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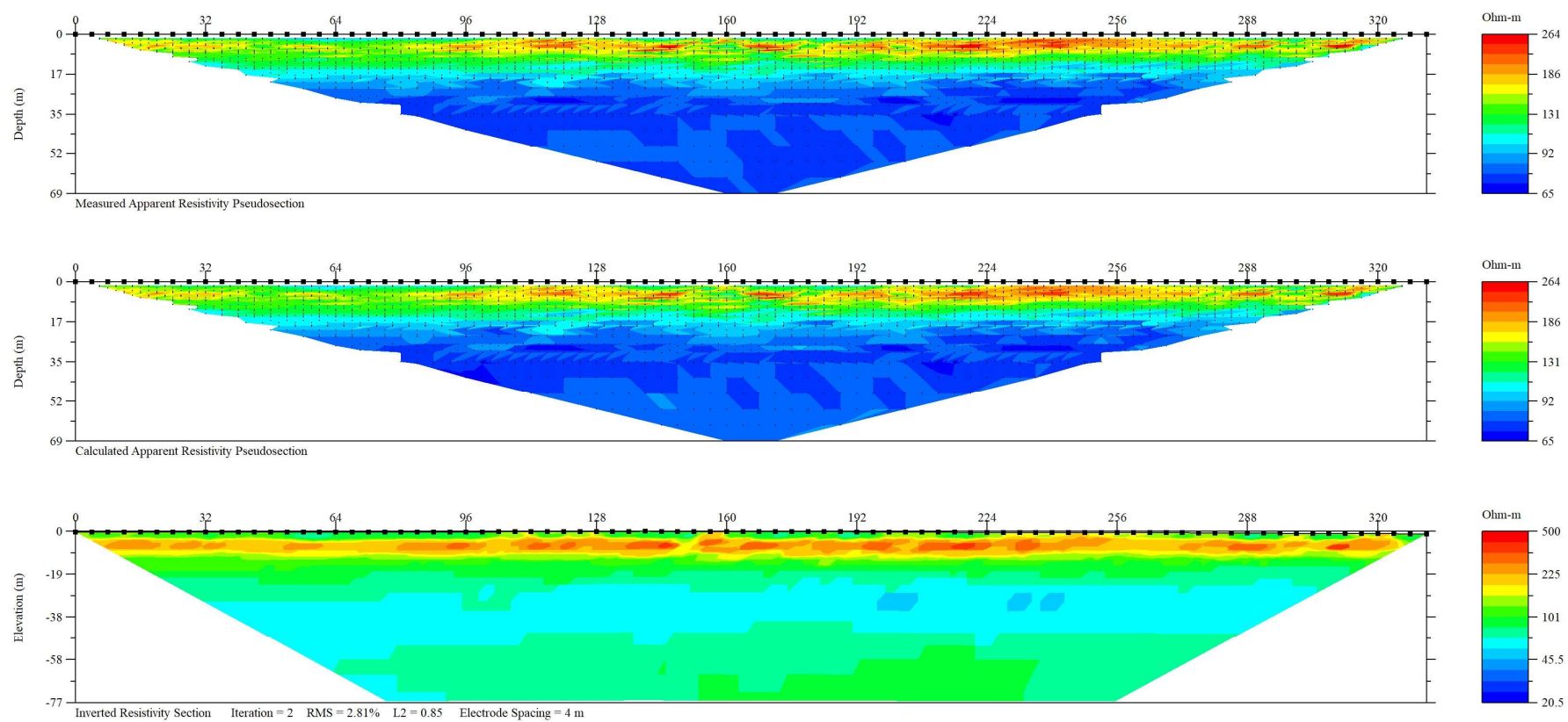
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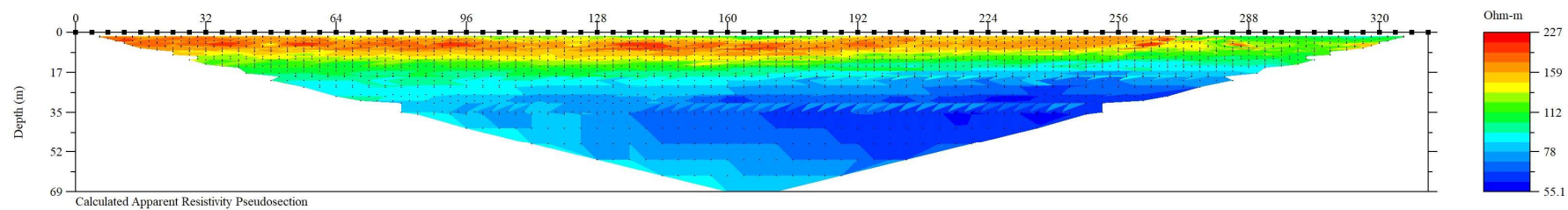
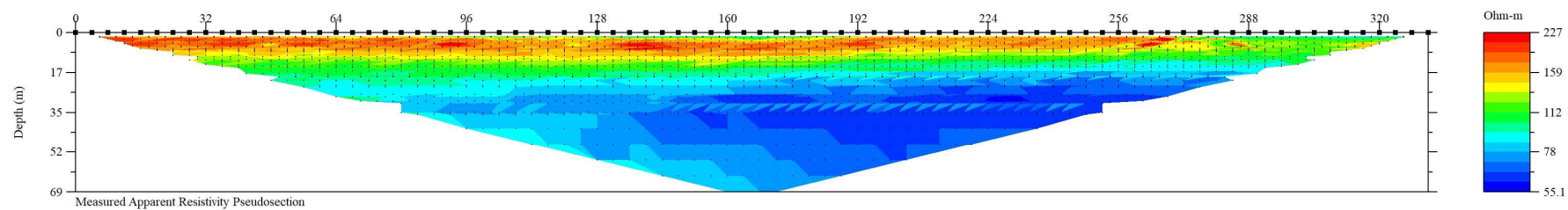
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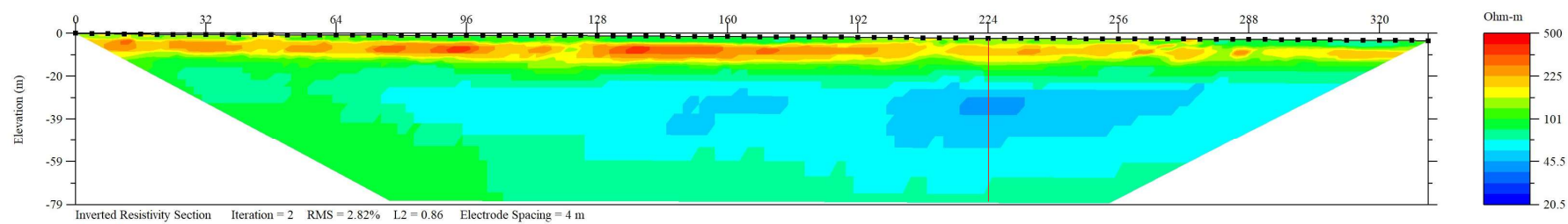
CB4 Merge_trial4.stg



CB5 Merge_trial4.stg



MW3B



Crested Butte Town Council Upcoming Agenda

October 20 - Packets out Monday, October 13th

Work session –

- 2026 Budget - Refine Draft 2026 Budget; Fund Balance Review; Updated 2026 Revenue/Expenditure Assumptions; Impact to Mill Levy

Regular Meeting

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Annual rental agreement with WEHA – Janna c. Resolution of non-enforcement of definition of Family – Mel d. Kapushion Spehar Wetlands Funding Agreement with Crested Butte Land Trust e. Q3 update of Council priorities (Staff Updates) – Dara f. Selection of team for Design Guidelines – Mel | <ol style="list-style-type: none"> 2. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. 4. <u>New Business</u> <ol style="list-style-type: none"> a. Future of building efficiency and electrification – Mel/Dannah b. Mt CBWSD Failure to pay for Biosolids – Karl/Shea/Dara c. 5. <u>Exec Session</u> |
|---|--|

November 3 - Packets out Monday, October 27th

Work session

- PPRA survey results and ordinance discussion – Dannah Leeman Gore

Regular Meeting

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Q3 Financial Report c. Annual report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte – Janna d. Appoint members of Design Guideline update Advisory Committee – Mel e. Review of grant applications/awards (Staff Updates) – Dara f. | <ol style="list-style-type: none"> 2. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. Adopt 2026 Annual Budget b. Ord. XX, changing definition of Family in Ch 16, 2nd reading - Mel 4. <u>New Business</u> <ol style="list-style-type: none"> a. Resolution, Adopt Mill levies b. Resolution, Adopt fee schedule 5. <u>Exec Session</u> |
|---|--|

November 17 - Packets out Monday, November 10th

Work session –

Regular Meeting – Swear in Mayor & New Council Members

1. Appointment of Council member
2. Appointment of Mayor pro tem
3. Consent Agenda
 - a. Minutes – Lynelle
 - b. Award of community grants -
4. Presentation
 - a.
5. Public Hearing
 - a.
6. New Business
- a. Appointment of the Mayor Pro Tem - Lynelle
- b. Board and Committee Appointments – Lynelle
- c. Resolution, IGA with Mt CB Water & San for Solids Processing – Shea
- d. IGA with Gunnison County re: Red Lady roundabout – Shea (Placeholder – waiting on grant docs from Feds)
- e. SH 135 Corridor Plan IGA – Mel
- f.
7. Exec Session

December 1 - Packets out Monday, November 24th – Dara Out

Work session –

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
 - b. Annual Funding Agreement with the Chamber of Commerce - Dara
2. Presentation
 - a.
3. Public Hearing
- a.
4. New Business
 - a. Resolution, Adoption of updated Employee Handbook – Rob/Dara
 - b. Ord XX, Heated sidewalks on Elk Ave, 1st reading - Mel
5. Exec Session

December 15 - Packets out Monday, December 8th

Work session –

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
2. Presentation
 - a.
3. Public Hearing
- a. Ord XX, Heated sidewalks on Elk Ave, 2nd reading - Mel
4. New Business
 - a. Resolution, 2025 budget amendment
 - b.
5. Exec Session

January 5 - Packets out Monday, December 29th

Work session –

Regular Meeting

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Annual resolution approving Council Rules of Procedure c. 2. <u>Presentation</u> <ol style="list-style-type: none"> a. Presentation from Region 10 (following elections) | <ol style="list-style-type: none"> 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. 4. <u>New Business</u> <ol style="list-style-type: none"> a. b. 5. <u>Exec Session</u> |
|---|--|

January 20 TUESDAY - Packets out Monday, January 12th Ian out (if re-elected)

Work session –

CIRSA elected officials training (following elections)

Regular Meeting

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Annual review of progress on Council goals/priorities (Staff Updates) c. Annual review of grant applications/awards (Staff Updates) d. e. 2. <u>Presentation</u> | <ol style="list-style-type: none"> a. Presentation from QQ (following elections) 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. 4. <u>New Business</u> <ol style="list-style-type: none"> a. Discuss the Council goals for upcoming community grant cycle – Finance Director b. 5. <u>Exec Session</u> |
|---|---|

Future/Annual Items

January – Resolution setting posting places

- Annual resolution approving Council Rules of Procedure
- Annual review of progress on Council goals/priorities
- Annual review of grant applications/awards
- Presentation from QQ (following elections)
- CIRSA elected officials training (following elections)
- Presentation from Region 10 (following elections)
- Town Attorney quarterly report
- Council focus for upcoming grant cycle?

February – Year-end report from Chamber of Commerce

- Mt. Express annual report
- Year-end financial summary

March - Annual review of traffic calming and parking management (include bike safety and history of why service is outsourced) – 2nd meeting so can have President's Day data

April - Q1 review of progress on Council goals/priorities

- review of grant applications/awards
- Town Attorney quarterly report

May – Q1 financial summary

- Legislative Session summary
- Annual update of AH Guidelines for updated HUD AMI limits
- review of grant applications/awards

June – Annual Report on Visitor Center operations – Chamber Director

July – Q2 review of progress on Council goals/priorities

- Town Attorney quarterly report
- Council goals for upcoming grant cycle?

August – Initiate annual budget with Council

September – Q3 review of progress on Council goals/priorities

- Q2 financial summary
- review of grant applications/awards
- Annual budget work sessions with Council

October – Snow Plan

- Annual revisiting of the Climate Action Plan – strategies & actions
- 15th – deadline for presentation of the annual budget
- Annual rental agreement with WEHA
- Town Attorney quarterly report

November – Annual report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte

- Q3 financial summary
- Board & Committee appointments (following election)
- Appointment of Mayor pro-tem (following election)
- Adoption of annual budget (Nov or Dec depending on election cycle)

December – Funding agreement with Chamber of Commerce Visitor Center

2026 MX Incremental Funding Asks of Councils

Incremental Funding Asks

- Late Night Taxi = \$42,500 for each town
- Summer First Tracks = \$103,000 total program costs
- Summer Town Shuttle = \$42,000 in total possible cuts

Discussion 1 - Late Night Taxi

LNT Service Overview

The Basics

- Operated by Downtowner (FirstTracks)
- 300 days a year, 10PM – 3AM
- Service Area = Mt CB to CB South
- \$15 Mt CB / \$25 to Gunnison County
- Requires payment through the app, digital payment only

The Why

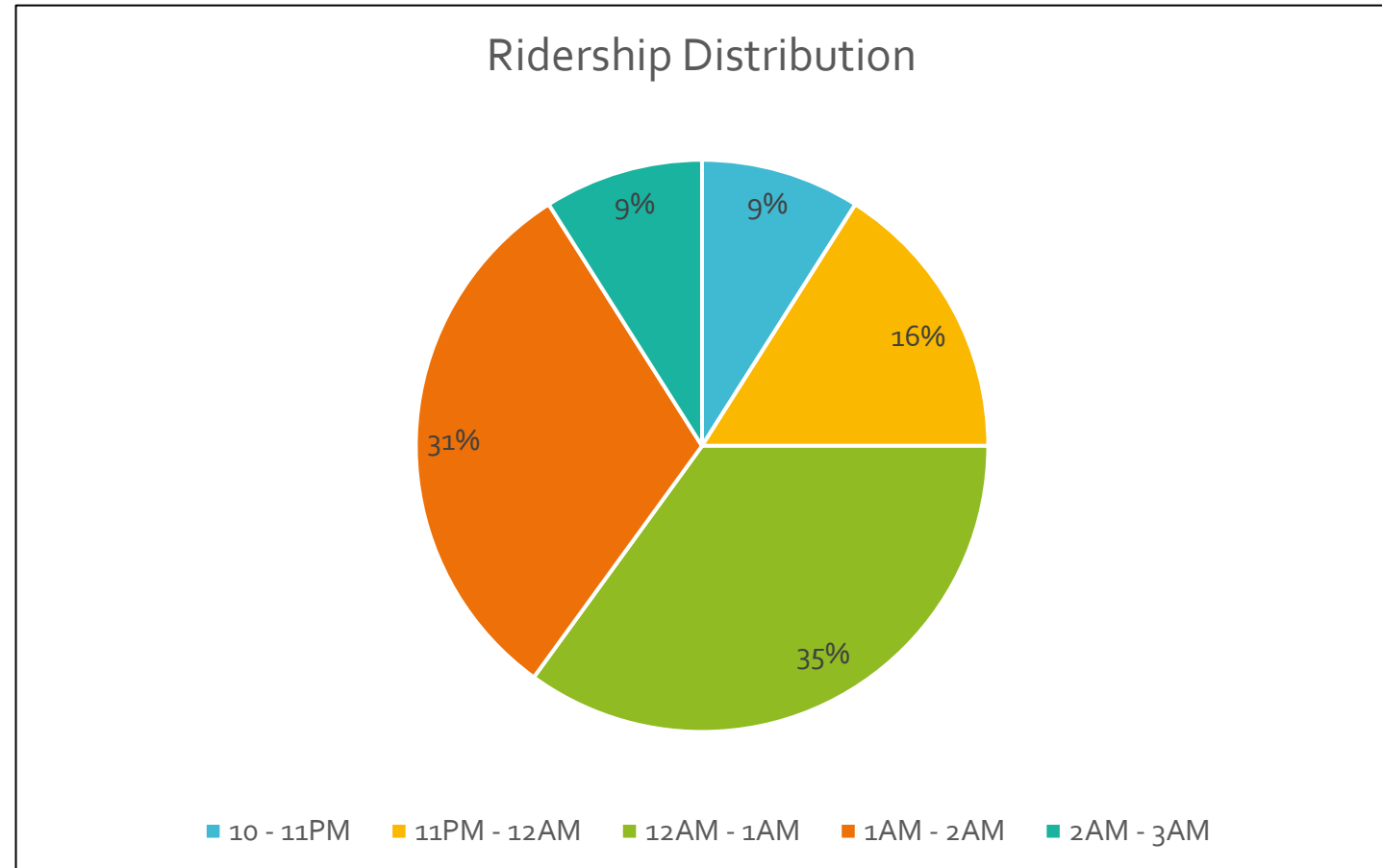
- Responsibility transferred from Bar Tenders Association to MX in 2021
- Fills a void not met by fixed routes of MX and RTA in the North Valley
- On Demand deemed to be most efficient to meet the need (MX Board Meeting, August 2024)
- Shared value = 95%+ rides start in CB / 75% of rides end in Mt CB / 25% of rides end in unincorporated Gunnison County

The Finances

<u>Entity</u>	<u>2025</u>	<u>Proposed 2026</u>
Anticipated 2025 Fare Revenue	\$63,000	\$79,000
Town of Crested Butte	\$57,200	\$44,250
Town of Mt Crested Butte	\$57,200	\$44,250
RTA	\$28,600	\$29,500
	\$206,000	\$197,000

Hourly Ridership Breakdown

Ridership data indicates cost of service could be reduced to 11PM – 2AM and costs reduced by 18%, however Downtowner indicates they don't think they can hire for a 3 hour shift without raising wages + costs



LNT Discussion Point

- Are the councils supportive of funding it?

Discussion 2 - Summer FirstTracks

2025 Summer FirstTracks Metrics

Riders

 6,098

Riders

 50% = Old Service Zone
50% = New Service Zone

Shared Rides

 18 %

Avg Rating

 4.97 *(out of 5)*

Cost / Pax

\$ 16.23

Operational Evaluation ... Summer Bus Route vs. FirstTracks

	'23 Summer Condo	'24 FirstTracks	'25 FirstTracks	'26 FirstTracks
<i>Costs</i>	\$281,045	\$315,000	\$99,000	\$103,000
<i>Riders</i>	6,491	9,295	6,098	
<i>Cost/Rider</i>	\$43.29	\$33.89	\$16.23	
<i>Weeks of Service</i>	17 weeks	17 weeks	12 weeks	12 weeks
<i># of FirstTracks Vans</i>		2	1	1
<i>Coverage</i>	70% of neighborhood by ¼ mile metric 26% of neighborhood by 500ft metric	100% of neighborhood by 500ft metric	100% of neighborhood by 500ft metric	100% of neighborhood by 500ft metric
<i>Frequency/Wait Time</i>	30 minutes	99% under 15 minutes	91% under 15 minutes	
<i>GHG emissions</i>	23,342 KgCO ₂ net emitted	1,573 KgCO ₂ net emitted	1,800 KgCO ₂ net emitted	

Hourly Ridership Breakdown

Ridership is evenly split throughout the day, with minimal gains from cutting the first or last hours of service

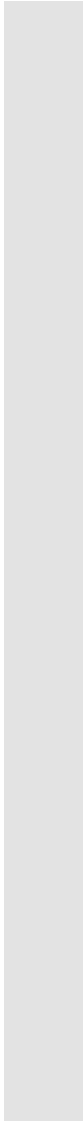
Time Period	Ridership Distribution
7AM – 8AM	1%
8AM – 9AM	3%
9AM – 10AM	4%
10AM – 11AM	4%
11AM – 12PM	6%
12PM – 1PM	7%
1PM – 2PM	6%
2PM – 3PM	10%
3PM – 4PM	8%
5PM – 6PM	9%
6PM – 7PM	8%
7PM – 8PM	7%
8PM – 9PM	7%
9PM – 10PM	7%
10PM – 11PM	6%
11PM – 1AM	2%

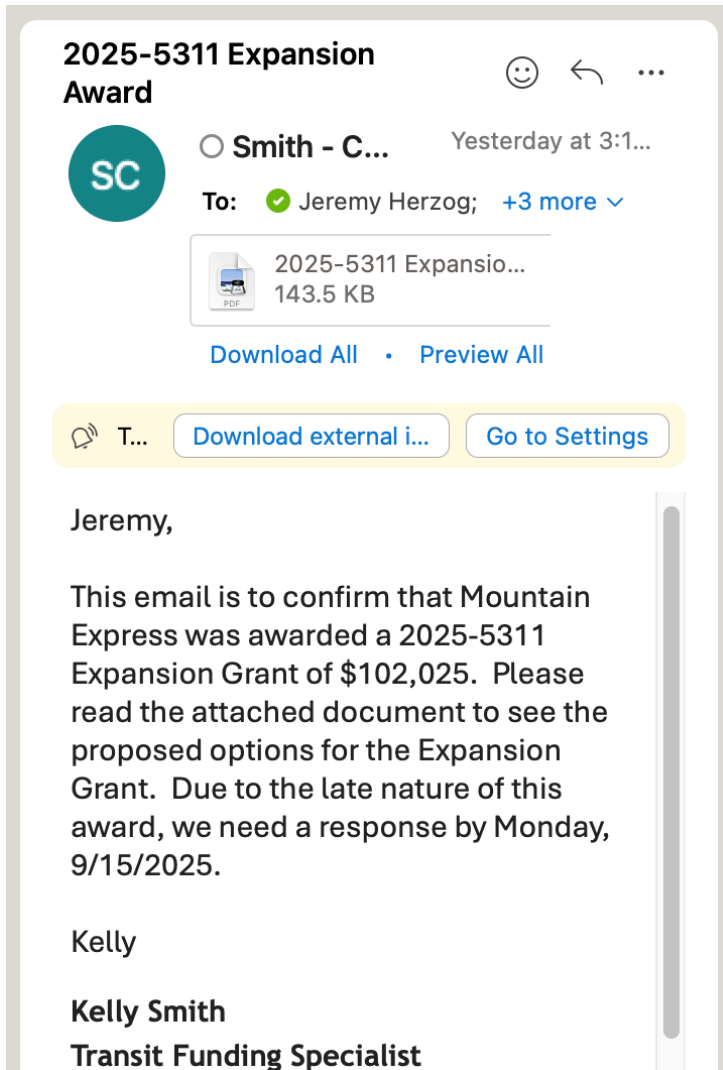
FirstTracks Discussion Point

- Is Summer FirstTracks still a desired service, that either council is willing to fund?



Discussion 3 – Anticipated \$42,000 Budget Shortfall





Good News ... MX
Wins Perpetual
Funding for Winter
FirstTracks!

Objectives of Service Cuts

- Reduce operating costs to align with expected revenue
- Maintain most efficient and effective routes that benefit patrons
- Maintain working opportunities that we can realistically staff, that retain employees. Assumptions made to the best of our ability.

Anticipated \$42,000 Budget Shortfall – Options Being Considered

Service Reduction	Estimated Net Budget Reduction	Why?	Other Considerations
Eliminate Elf Bus Program	\$3,000	Eliminate a nice to have	Is it necessary to cut such a small line item?
Eliminate Ambassador Program	\$45,000	Eliminate a nice to have	Can a more streamlined version be pursued instead of a total cut?
Eliminate Summer Express Bus Service	\$10,000	Utilized mostly for bikes	Can the RTA be leveraged to absorb capacity?
Reduce summer service from 15 weeks to 11 weeks, replacing with spring/fall timetable	\$42,000	Constrain service to most effective period, and still offer summer employment	Can the RTA be leveraged to absorb capacity?

Estimated budget reductions include direct labor costs and anticipated vehicle expenses

Service Efficiency Opportunity with RTA

- RTA also serves as a Town ↔ Mountain connection
- Combined schedule look (*morning example*)
 - MX spring/fall schedule (*40 minute frequency*)
 - RTA spring/summer/fall schedule (*30 minute*)
- Analysis (Mel) = up to 30-minute waits; nearly half of trips (26 of 56) exceed 20 minutes (all less than 40-min MTX schedule)
- In the future, combined route planning and budgeting efforts between RTA + MTX could smooth out schedules

Current Spring/Fall Schedule (Leaving the 4-way to Mt. CB)

Time	Entity	Minutes till next bus
6:19	RTA	30
6:49	RTA	30
7:19	RTA	22
7:41	MTX	13
7:54	RTA	27
8:21	MTX	3
8:24	RTA	30
8:54	RTA	7
9:01	MTX	23
9:24	RTA	17
9:41	MTX	18
9:59	RTA	22
10:21	MTX	8
10:29	RTA	30
10:59	RTA	2
11:01	MTX	28
11:29	RTA	12
11:41	MTX	18
11:59	RTA	22

Budget Shortfall Discussion Point

- Is there appetite for further incremental funding to MX to possibly prevent any of these budget cuts?

Appendix

Discussion 1 – Late Night Taxi

Late Night Taxi Performance ... 2024 VS. 2025

LNT Data (2025) - Downtowner				LNT Data (2024) - Alpine Express			
	Cost	Riders	Reliability	Month	Cost	Riders	Reliability
January	\$18,199	424	100%	January	\$19,273	408	100%
February	\$17,519	594	100%	February	\$19,273	488	100%
March	\$18,125	813	100%	March	\$19,273	467	97%
April	\$18,124	168	100%	April	\$11,564	103	60%
May	\$15,381	29	100%	May	\$11,564	60	61%
June	\$14,068	222	100%	June	\$17,345	197	90%
July	\$18,124	508	100%	July	\$18,116	315	94%
August	\$18,125	294	100%	August	\$19,273	374	100%
	\$137,665	3,052			\$135,681	2,412	

2025 service reduced to from 365 to 300 days mostly in April/May/October/November

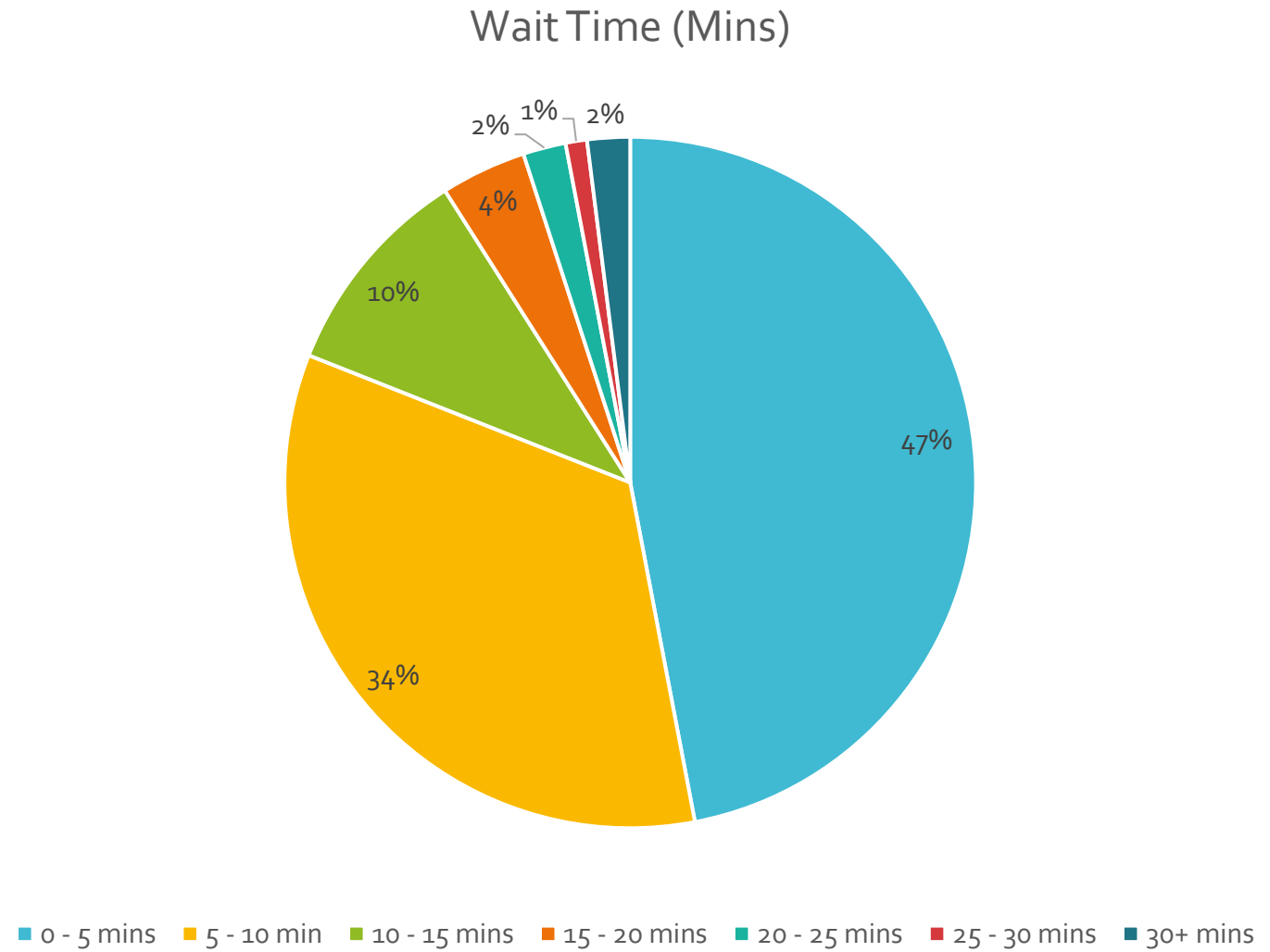
Historical Cost Escalations of LNT

Year	Riders	Days	Total Cost	Fare Revenue	Subsidy	Cost / Pax	Operator
2018	6,850	300	\$52,500	\$32,100	\$20,400	\$7.66	Alpine Express
2023	3,693	365	\$210,000	\$39,630	\$170,370	\$58.48	Alpine Express
2025	4,200	300	\$206,000	\$63,000	\$143,000	\$49.05	Downtowner

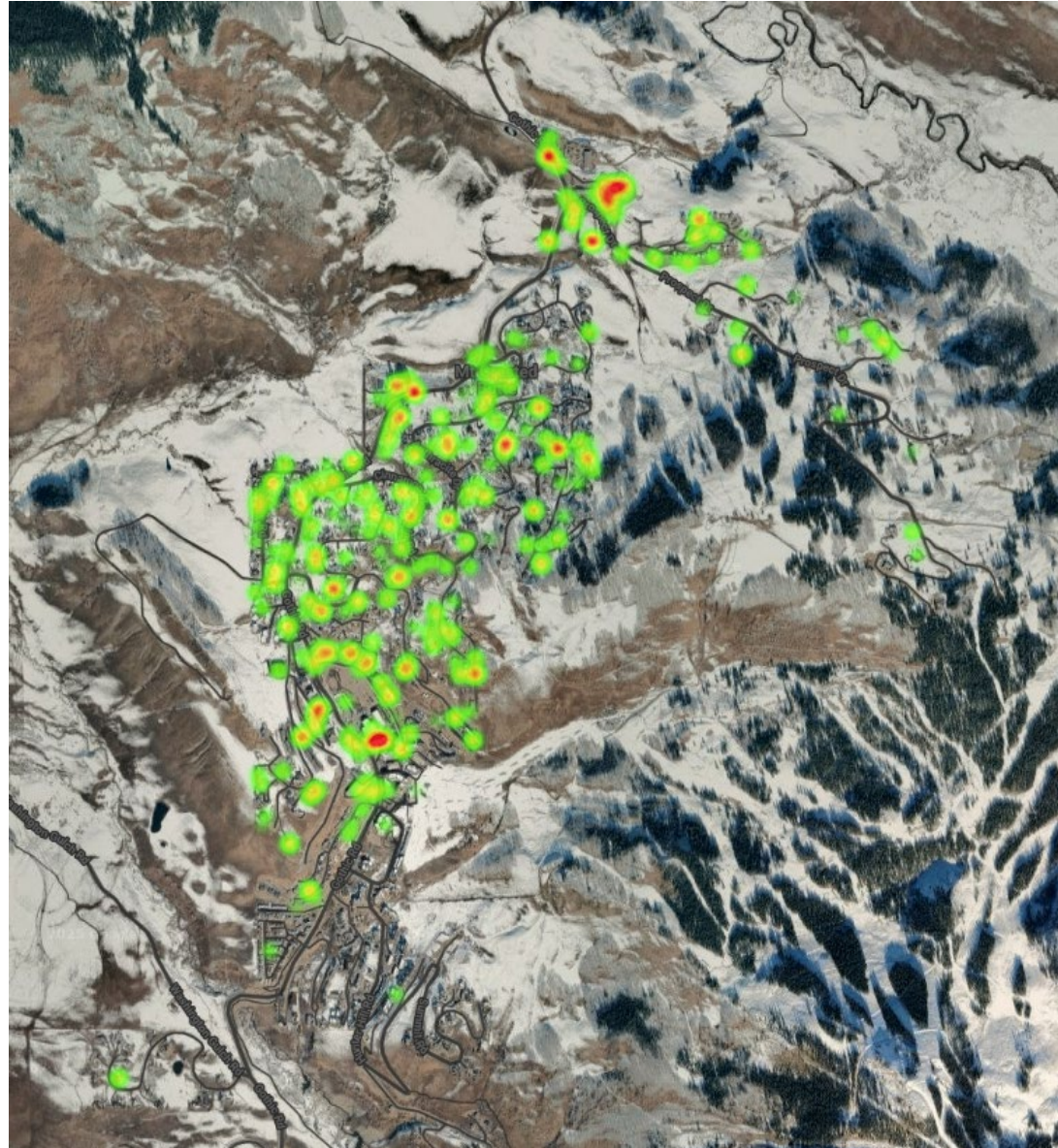
2025 ridership performance is based on current projections

Discussion 2 – Summer FirstTracks

Average Wait Time



FirstTracks Pickups



Discussion 3 – Budget Deficit and Service Levels

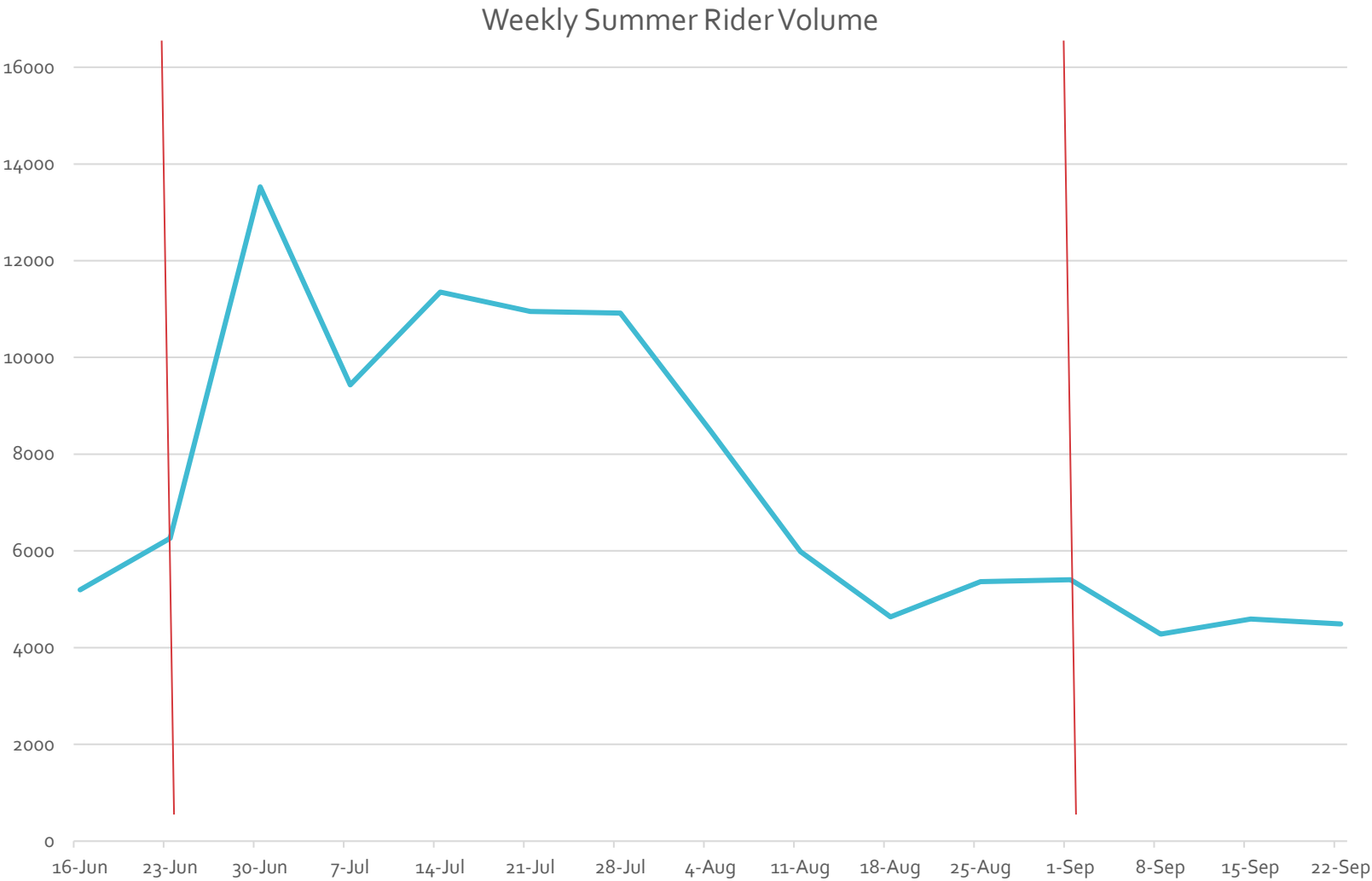
High Level 2026 Budget

Description	2025 Budget	2025 Projected Actuals	High Level 2026 Budget	Broad Assumptions
Formula 5311 Program	\$319,000	\$421,000	\$430,000	Projected funding
.95% Sales Tax, Admissions Tax	\$2,813,000	\$2,913,000	\$2,989,800	2% revenue growth over 2025
Summer First Tracks, LNT + Senior Van	\$345,000	\$345,000	\$360,000	Towns continue to fund services
Advertising, Interest	\$92,100	\$92,100	\$92,100	Interest rates remain steady
	\$3,569,100	\$3,771,100	\$3,871,900	
Directly operated services	\$2,315,600	\$ 2,385,000	\$2,527,000	5% wage increase, Healthcare impacts
FirstTracks + LNT	\$709,000.00	\$709,000.00	\$709,000.00	Ballpark estimates
Rent + utilities	\$55,500	\$55,500	\$56,650	3% increase
Running the business	\$117,890	\$125,000	\$128,000	3% increase
Vehicle, Property , Workers Comp + Unemployment	\$110,900	\$115,000	\$118,000	3% increase
Fuel and Maintenance Supplies	\$360,100	\$363,700	\$375,000	3% increase
	\$3,668,990	\$3,753,200	\$3,913,650	
	\$ 99,890	\$ (17,900)	\$ 41,750	

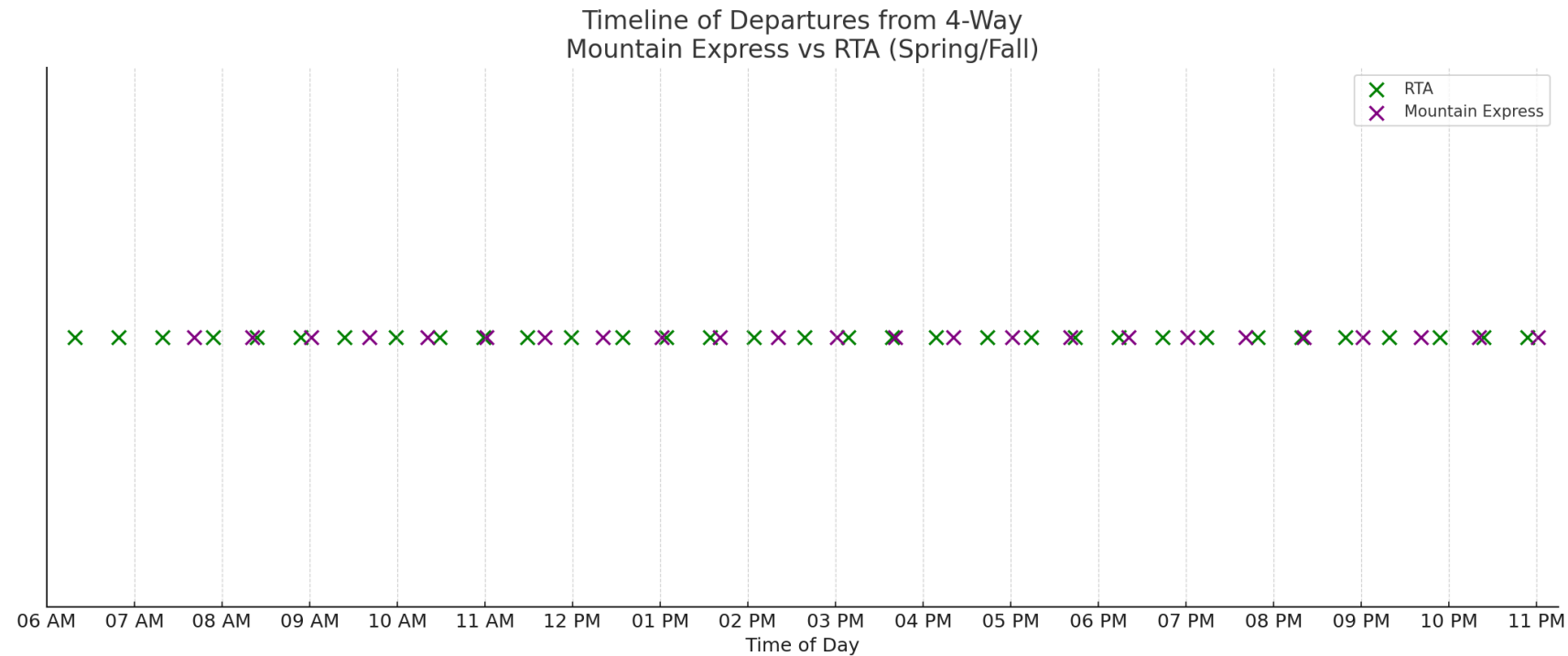
2024 Route Performance and Efficiency

Route	Cost / Pax	Riders	Frequency (Minutes)
<u>Winter</u>			
Town Shuttle	\$3.07	385,555	Every 15 minutes
Crystal/Castle	\$6.59	34,738	30
3 Seasons	\$5.41	42,288	15 / 30
FirstTracks	\$7.91	49,248	15
		518,829	
<u>Summer</u>			
Town Shuttle	\$6.81	114,620	20
FirstTracks	\$33.89	9,295	15
		123,915	
<u>Offseason</u>			
Spring Town Shuttle	\$25.44	5,292	Every 40
Fall Town Shuttle	\$13.70	9,826	40
		15,118	

11 Week Summer Riders – 2024 Data



Timeline of MX & RTA Northbound Departures from 4-Way – Spring/Fall



Customer Wait Times Northbound from 4-Way – Spring/Fall

Shortest Gaps (2–3 min)

Morning

8:21 AM → 3 min

10:59 AM → 2 min

Afternoon/Evening

1:01 PM → 3 min

3:39 PM → 2 min

5:41 PM → 3 min

8:19 PM → 3 min

10:21 PM → 3 min

Largest Gaps (25–30 min) 192

Morning

6:19 AM → 30 min

6:49 AM → 30 min

7:54 AM → 27 min

8:24 AM → 30 min

10:29 AM → 30 min

11:01 AM → 28 min

Afternoon/Evening

12:34 PM → 27 min

1:04 PM → 30 min

3:09 PM → 30 min

3:41 PM → 28 min

5:14 PM → 27 min

5:44 PM → 30 min

7:14 PM → 27 min

7:49 PM → 30 min

8:21 PM → 28 min

9:54 PM → 27 min

10:24 PM → 30 min



To: Crested Butte Town Council

From: Center for the Arts

Date: September 29, 2025

Subject: Response to Council Questions

Dear Town Council,

Thank you for the thoughtful questions you raised during the July 21 Council meeting regarding the future of the ownership structure of the Center for the Arts and our plans for Phase 2. Below we provide responses to your specific areas of interest.

1. Update on Gunnison County Reversionary Clause

As the Town Attorney pointed out earlier this year, Gunnison County holds a reversionary clause on the title for the land on which the Center was constructed, stating that the land must always be used for a public purpose. While the Town Attorney had initially suggested that Gunnison County consider relinquishing its claim to clean up the title, the County has said it does not wish to do so.

However, the County has stated that it would be comfortable designating the Center for the Arts as a public use.

2. Debt and Financing Intentions

The Center has no current intention of taking on debt. We recognize that borrowing is a significant step with long-term implications for both operations and community trust, and it is not a tool we would pursue without clear necessity and a demonstrated capacity to manage repayment responsibly. Should circumstances in the future warrant consideration of debt as, for example, a financing tool to address a time-sensitive capital opportunity or to leverage philanthropic commitments, such a decision would only be made following considerable financial analysis, demonstrated community support, and formal Board approval.

Our Finance Committee would lead the evaluation process, reviewing repayment schedules, interest obligations, and impacts on reserves to ensure that any borrowing aligns with our broader financial policies, including the operating reserve and O&M budgeting frameworks (see attached). The full Board would then deliberate and approve any such decision. We are comfortable with Town review and final approval of debt issuance under the circumstances outlined in our proposed covenants (see attached), should Council determine that appropriate. This approach ensures that debt, if ever considered, would be undertaken transparently, with multiple safeguards, and only as part of a broader, sustainable financial strategy.

3. Timing for Phase II Planning and Development

At this time, Phase II remains in the early exploratory stages. We anticipate that formal planning and fundraising discussions will begin once we achieve the milestones laid out in our strategic plan, which provides a durable framework for evaluating both feasibility and timing. These plans are critical tools: they establish long-range financial stability, outline our priorities for programming and facilities, and ensure that any expansion efforts are grounded in disciplined management rather than aspirational goals alone.

By sequencing Phase II behind the adoption of the plan, we are signaling to the community, partners, and the Town that the Center is approaching growth with prudence and foresight. This deliberate approach also allows us to align Phase II with broader community priorities and projects, integrate O&M and reserve planning from the outset, and assess potential financing and philanthropic pathways in a structured manner. We are preparing the foundation now, through strategic and financial planning, so that when we do move into active fundraising and design, Phase II will rest on a platform of credibility, feasibility, community support, and long-term sustainability.

4. Lease Term vs. Title Transfer

A longer-term lease would provide similar operational stability to what we currently have now; it would not fully satisfy the long-term needs of the Center. Access to philanthropic investment and financing typically requires deeded ownership. Without clear title to the property, our ability to secure major gifts, leverage program-related investments, or obtain favorable financing for capital projects is significantly constrained. Donors and foundations increasingly expect assurance that their contributions will permanently enhance nonprofit-owned community assets, and lenders view ownership as a prerequisite for extending credit or refinancing existing obligations.

Ownership also enables the Center to fully integrate its facilities into strategic planning, aligning capital improvements, O&M reserves, and endowment growth around a long-term horizon. Under a leasehold structure, improvements risk being treated as

temporary, limiting our ability to unlock the full philanthropic and financial potential of the property. With title in hand, the Center can confidently pursue transformative gifts, launch an endowment, and explore financing mechanisms that ensure the sustainability of the campus for generations.

In short, while a longer-term lease reduces uncertainty, deeded ownership is the key that unlocks the level of stability, investment, and community confidence necessary for the Center to thrive.

5. Financial Planning and Stability

We have included a draft 5-year financial plan to be reviewed at the October board meeting and an updated strategic plan. Together, these documents demonstrate not only our strong trajectory but also our continued commitment to financial stability and disciplined management of both the facility and the organization.

The 5-year plan incorporates our O&M policy, showing how routine maintenance is fully funded through 2030 and how we are preparing for future system replacements beyond that horizon. Importantly, after consultation with contractors, we do not anticipate any major equipment replacement needs before 2030, allowing us to focus resources on preventive maintenance.

6. Long-Term Financial Security and Reserves

We have drafted the attached Operating & Maintenance (O&M) policy and budget, which has been carefully built out for the 2026–2030 period. Based on consultation with outside contractors, we do not anticipate major equipment replacement needs before 2030, though regular maintenance is incorporated into annual budgets. Our draft operating reserve policy is designed to ensure adequate coverage of O&M costs and unforeseen contingencies, with targets aligned to nonprofit best practices and scaled to our actual facility and programmatic footprint.

To further strengthen our financial position, the Center has begun intentionally overestimating building operating costs in its annual budget. This approach ensures that resources are available if actual expenses come in higher than expected. In years when costs are lower than budgeted, the positive variance is not treated as surplus spending but is instead transferred into the operating reserve. This practice steadily grows reserves over time, creating a dedicated cushion to address future maintenance and replacement needs without placing additional strain on annual operations.

Additionally, the Front Row donor program provides a steady, predictable funding stream that supports the Center’s operations and maintenance. It generates an

estimated \$300,000 in cash annually, with an additional \$1.5 million in receivables scheduled over the next 10 years that can be drawn on when needed. Functioning much like an annuity, these funds strengthen the growing operating reserve, ensuring that routine maintenance is consistently covered and that unexpected or future replacement costs can be managed without disrupting core programming.

7. Community Support

We agree wholeheartedly that community support is essential to any decision on title transfer. Throughout 2025, our team has invested significant time and energy into listening. In addition to a recent media campaign, we have also held dozens of one-on-one and small group conversations, as well as hosted large community gatherings attended by hundreds of residents and stakeholders. Through these efforts, we have heard broad enthusiasm for the Center's role in the community and little significant concern about the prospect of a title transfer. The concerns that have been raised have largely focused not on the Center itself, but on the structure of the current agreement and the uncertainty that can come with the dynamic nature of local governments and shifting priorities.

We take these perspectives seriously and believe they underscore the importance of clarity and transparency. The Center is committed to continuing robust engagement with residents, patrons, and partner organizations as this conversation evolves. Our goal is to demonstrate broad, favorable community input, ensuring that any transition in ownership reflects the collective confidence of the community we serve. In doing so, we reinforce that the Center is not just a steward of a building, but a trusted partner in advancing the cultural and civic life of Crested Butte for generations to come.

Conclusion

We value our ongoing partnership with the Town and share your goal of ensuring that the Center for the Arts remains a sustainable, community-driven asset for decades to come. We also see this as an exciting opportunity to work together to secure the long-term future of the facility. By addressing concerns directly, putting safeguards in place, and building on the strong trust that already exists, we can ensure that the building is both protected and positioned to thrive as a cornerstone of Crested Butte's cultural and civic life.

We look forward to sharing our updated financial and strategic plans with you in the coming months and to continuing these important conversations in a spirit of collaboration and optimism. Together, we can safeguard this community treasure while unlocking its full potential for generations to come.

With appreciation,

Jillian Liebl and Brett Henderson
Center for the Arts

Attachments:

- Operating Reserve Policy (Draft)
- FY25 Budget vs. Projected Actuals - Oct. 31, 2024-Nov.1, 2025
- 5-Year O&M Budgeting (includes FY26 draft budget)
- 2025-2028 Strategic Plan (includes Phase II as a Future Vision Milestone)
- Public Benefits Covenant (Deed Restrictions) Summary
- Dream Big Together: Community Ownership Discussion Handout (Working Draft)

Operating Reserve Policy

(Draft for Board Consideration)

Purpose

The purpose of this Operating Reserve Policy is to ensure the long-term financial stability of the Center. As a community arts nonprofit located in a resort economy, our organization faces unique risks, including seasonal fluctuations, tourism-driven volatility, and weather-related impacts. Operating reserves provide a source of internal liquidity to manage cash flow, respond to unforeseen events, and sustain core programming, staff, and facilities during periods of revenue disruption.

Target Reserve Level

- The target operating reserve for the Center shall be a minimum of six (6) months of average annual operating expenses, with a goal of reaching and maintaining nine to twelve (9–12) months as financial conditions allow.
- “Operating expenses” are defined as total annual building expenses not including depreciation, capital expenditures, and non-cash in-kind contributions.

Use of Reserves

- The operating reserve is intended to be used for:
 - Seasonal cash flow needs.
 - Unexpected shortfalls in contributed or earned revenue.
 - Emergency or extraordinary expenses necessary to sustain operations.
- Use of reserve funds must be authorized by a majority vote of the Board of Directors upon recommendation from the Executive Director and Finance Committee.
- Reserves are not to be used for new programs, capital projects, or long-term investments without specific Board action to redesignate funds.

Replenishment

- If reserves are used, the Board will refer to the replenishment plan to restore the reserve to target levels within 36 months through budget surpluses, designated fundraising, or board-approved contributions.

Management of Reserves

- Reserve funds shall be held in a Board-Designated Operating Reserve account, and indicated as separate from day-to-day operating cash.
- Investments will be made in low-risk, liquid instruments (such as insured money market funds, certificates of deposit, or short-term bond funds) to ensure availability within 90 days.
- The Finance Committee will review the reserve balance and performance at least quarterly and report to the Board.

Transparency & Accountability

- The Operating Reserve balance will be included in audited financial statements and presented as part of the annual budget process.
- The existence of the reserve will be communicated to stakeholders as evidence of the organization's commitment to fiscal responsibility and mission sustainability.

Policy Review

- This policy shall be reviewed every three years, or sooner if the organization's financial circumstances or risk profile significantly change.

Operating Reserve Replenishment Plan

(Draft for Board Consideration)

Purpose

The purpose of this plan is to provide a structured approach for replenishing the Center's Operating Reserve Fund when it falls below the Board-adopted target (6–12 months of annual operating expenses). The plan ensures that reserves are restored within a reasonable timeframe, while balancing financial responsibility with the organization's ongoing mission.

Trigger for Replenishment

Replenishment will be required when:

- The reserve balance falls below the minimum floor of six (6) months of operating expenses, or
- The reserve is drawn down by more than 25% of its target level in any given fiscal year.

Timeline for Replenishment

- The reserve should be restored to at least the minimum target (6 months) within 36 months of drawdown.
- The Finance Committee may recommend a shorter replenishment timeline if financial conditions allow.
- In the event of a prolonged downturn or extraordinary circumstances, the Board may extend the replenishment period with a formal vote.

Methods of Replenishment

Replenishment may be achieved through a combination of:

1. Annual Operating Surpluses

- A minimum of 50% of any annual operating surplus shall be allocated to reserves until the target level is met.

2. **Board-Designated Contributions**

- The Board may designate specific unrestricted gifts or bequests to replenish reserves.

3. **Fundraising & Special Campaigns**

- Development staff may incorporate reserve replenishment goals into donor appeals, campaigns, or special initiatives.

4. **One-Time Revenue Sources**

- Extraordinary or non-recurring revenues (e.g., forgiven loans, unexpected grants, settlements) may be allocated in whole or in part to replenish reserves.

Responsibilities & Oversight

- **Executive Director & Chief Business Officer:** Report quarterly reserve balance to the Finance Committee, with a note on progress toward replenishment if below target.
- **Finance Committee:** Monitor reserve health and recommend strategies for replenishment.
- **Board of Directors:** Approve the replenishment plan and any changes to its timeline or methods.

Communication & Transparency

- Any drawdown and replenishment plan will be reported in the annual budget presentation and audited financial statements.
- Donors and community stakeholders will be informed, as appropriate, to demonstrate responsible stewardship and commitment to long-term sustainability.

FY25 Budget Vs Actuals

	FY25		
	Budget	Actual	Over/Under Budget
Income			
4000 Contributed Income	1,944,171	1,988,514	44,343
4100 Earned Income	1,069,131	1,008,953	-60,178
Total Income	3,013,302	2,997,467	-15,836
Total Cost of Goods Sold	144,900	179,849	34,949
Gross Profit	2,868,402	2,817,617	-50,785
Expenditures			
6000 Administrative	147,720	137,817	-9,903
6100 Building	298,500	322,026	23,526
6200 Marketing	105,000	100,640	-4,360
6300 Payroll	1,279,981	1,241,750	-38,231
6400 Programming	755,575	730,689	-24,886
Total Expenditures	2,586,776	2,532,923	-53,853
Net Operating Income	281,626	284,695	3,068
Total Other Income	6,000	190,275	184,275
Total Other Expenditures	691,397	772,908	81,511
Net Other Income	-685,397	-582,632	102,764
Net Income	-\$403,770	-\$297,938	\$105,833
Cash Reconciliation			
Net Income	-403,770	-297,938	105,833
Accounts Receivable	7,500	-165,000	-172,500
Accounts Payable	45,570	45,570	0
Capital Investments	0	-15,000	-15,000
Depreciation	560,135	560,135	0
Financing	-150,000	50,000	200,000
Net Cash	\$59,435	\$177,767	\$118,332

Statement of Activities	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	Annual Growth
	Actuals	Actuals	Forecast	Budget	Projected	Projected	Projected	Projected	FY26-30
Income									
4000 Contributed Income	1,903,600	1,978,943	1,988,514	2,029,035	2,061,616	2,094,848	2,128,745	2,163,320	2%
4100 Earned Income	1,148,444	1,126,609	1,008,953	1,102,480	1,157,604	1,215,484	1,276,258	1,340,071	5%
Total Income	3,052,044	3,105,552	2,997,467	3,131,515	3,219,220	3,310,332	3,405,003	3,503,391	3%
Cost of Goods Sold	224,944	133,302	179,849	159,660	161,257	162,869	164,498	166,143	1%
Gross Profit	2,827,100	2,972,249	2,817,617	2,971,855	3,057,963	3,147,463	3,240,505	3,337,248	3%
Expenditures									
6000 Administrative	176,225	179,914	137,817	139,960	141,359	142,773	144,200	145,643	1%
6100 Building	285,313	293,229	322,026	294,149	302,973	312,062	321,424	331,067	3%
6200 Marketing	80,114	115,719	100,640	108,108	113,513	119,189	125,148	131,406	5%
6300 Payroll	1,271,793	1,404,857	1,241,750	1,328,226	1,354,791	1,381,886	1,409,524	1,437,715	2%
6400 Programming	788,098	823,382	730,689	787,614	826,995	868,345	911,762	957,350	5%
Total Expenditures	2,601,543	2,817,102	2,532,923	2,658,056	2,739,631	2,824,255	2,912,059	3,003,179	3%
Net Operating Income	225,557	155,148	284,695	313,799	318,332	323,208	328,446	334,069	2%
Other Income	114,550	3,782	121,747	18,000	18,180	18,362	18,545	18,731	1%
Other Expenditures (Includes Depreciation + Donated Lease)	870,534	765,364	704,379	700,397	700,517	700,638	700,760	700,884	0%
Net Other Income	-755,984	-761,582	-582,632	-682,397	-682,337	-682,276	-682,215	-682,153	0%
Net Income	-\$530,427	-\$606,435	-\$297,938	-\$368,598	-\$364,005	-\$359,068	-\$353,768	-\$348,084	-1%

Statement of Cash Flows	Total								
	FY23-30								
Net Income	-530,427	-606,435	-297,938	-368,598	-364,005	-359,068	-353,768	-348,084	-\$3,228,323
Change in Accounts Receivable (Includes Pledges)	-212,896	-7,946	-165,000	-81,500	-100,000	-100,000	-100,000	-100,000	-\$867,342
Change in Accounts Payable (Donated Lease)	45,570	45,570	45,570	45,570	45,570	45,570	45,570	45,570	\$364,560
Capital Investments	0	0	0	-15,000	-15,000	-15,000	-15,000	-15,000	-\$75,000
Depreciation	560,135	560,135	560,135	563,135	566,135	569,135	572,135	575,135	\$4,526,076
Change in Debt Balance	-150,000	-300,000	50,000	-100,000	-100,000	-100,000	-100,000	-100,000	-\$900,000
Net Cash Flow	-\$287,619	-\$308,676	\$192,767	\$43,607	\$32,700	\$40,637	\$48,936	\$57,620	-\$180,029
<i>Net Cash Flow w/o Debt (Principal + Interest)</i>	<i>-\$42,853</i>	<i>\$77,574</i>	<i>\$229,361</i>	<i>\$238,299</i>	<i>\$224,392</i>	<i>\$229,329</i>	<i>\$234,628</i>	<i>\$240,312</i>	<i>\$1,431,042</i>

Statement of Financial Position	Annual Growth								
	FY26-30								
Cash Balance - Operating	603,133	376,269	82,988	350,000	393,607	426,307	466,943	515,880	10%
Cash Balance - Reserve (From Building Budget Surplus)	0	0	0	100,000	150,000	201,500	254,545	309,181	33%
Total Cash Balance	603,133	376,269	82,988	450,000	543,607	627,807	721,488	825,061	16%
Accounts Receivable Balance	\$1,552,513	\$1,560,459	\$1,725,459	\$1,806,959	\$1,906,959	\$2,006,959	\$2,106,959	\$2,206,959	5%



2025-2028 Center for the Arts Strategic Plan

Values

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WHAT WE WORK TOGETHER TO UPHOLD

Heartfelt Hospitality

We lead with kindness and welcome all with open arms. Every guest, artist, and neighbor is valued and essential to the artistic vitality of our community.

Space for Everyone

We create space for all. All backgrounds, all stories, all forms of expression are welcomed and valued here. The arts are for everyone - and so are we.

Rooted in Community

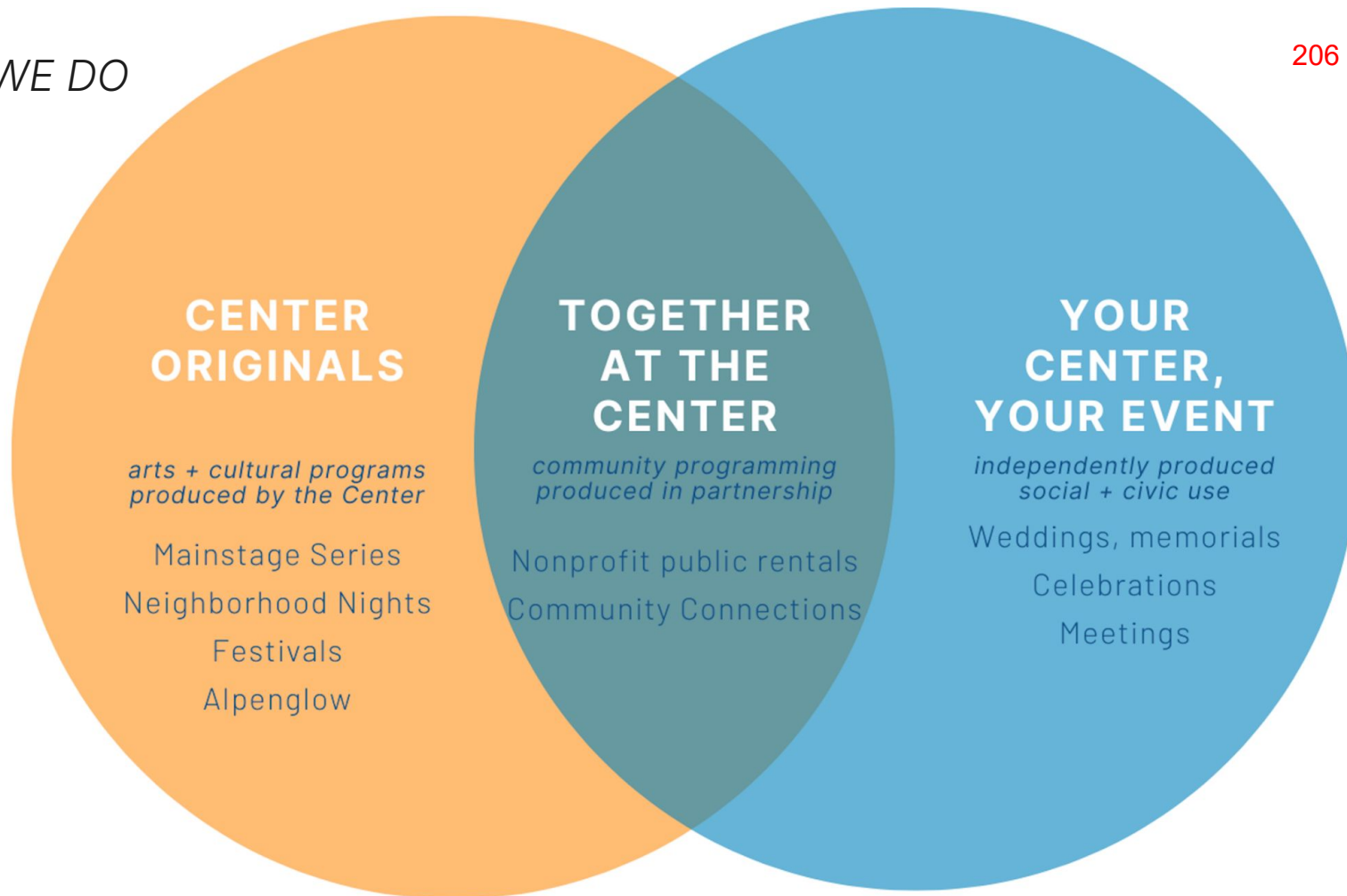
Our roots run deep in Crested Butte. We exist to serve and reflect the vibrant, ever-evolving community that surrounds us - uplifting local voices and fostering connection.

Embody a Playful Spirit

We don't take ourselves too seriously. A good laugh, a shared smile, and a sense of humor are essential ingredients in both our work and our relationships.

Strive for Creative Excellence

We pursue creative excellence while staying humble. We believe you can strive for the extraordinary without losing your footing—or your flannel.



Mission

THE WORK WE DO EVERY DAY

We are Crested Butte's gathering place, bringing people together through arts and cultural experiences that enrich our community.



Vision

*WHAT THE WORLD WOULD LOOK LIKE
IF WE ACHIEVED ALL OF OUR GOALS*

We envision a Crested Butte where creativity is embedded in everyday life, and the Center is a convener and catalyst, championing the arts for everyone who lives, visits, or creates here.



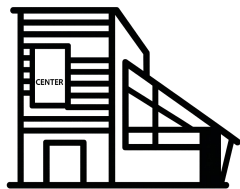


Strategic Priorities

Evaluate our vision and mission and then determine the most important things we need to do to advance both over the next 3-5 years by establishing pillars, objectives, and key results.

Strategic Priorities

THE KEY THINGS THAT WILL ADVANCE OUR MISSION + VISION



Organizational Sustainability

A STRONG FOUNDATION FOR THE FUTURE

The Center will build financial stability through cash-positive operations, broad community support, and facility ownership, creating the conditions for future growth, capital investment, and lasting impact.



Organizational Excellence

A CULTURE OF CARE + CONTINUOUS IMPROVEMENT

We strive for excellence in all we do, with clear systems, strong leadership, and a commitment to learning, collaboration, and constant refinement.



Uniquely Crested Butte Programming

BOLD AND AUTHENTIC EXPERIENCES

We curate a thoughtful mix of programming that reflects the spirit of Crested Butte. Through strong partnerships and informed risk-taking, we balance tradition and innovation to offer experiences that are bold, fun, and deeply local.

Annual Planning Process

On an annual basis, we will develop goals and objectives that advance our priorities. Develop a budget for the next Fiscal Year consistent with these goals and objectives.

- 1.** Executive Committee, Executive Director, and Chief Business Officer develop a Planning and Budget Guidance Document
- 2.** Center staff develop a Budget consistent with the Planning and Budget Document, testing new initiatives while ensuring the overall budget remains achievable.
- 3.** Finance Committee works with staff to review and refine the Budget. Finance Committee endorses the Budget.
- 4.** Full Board reviews and approves the Budget.

FY26 Goals | Organizational Sustainability²¹²

- Achieve cash-positive FY26 finances after contributing $\geq$ \$100K to reserves.
- Increase contributions by 5% over FY25 actuals through stronger fundraising systems, marketing, staff targets, and re-engaging lapsed donors.
- Secure building ownership and/or complete debt service (principal reduction due 1/26).
- Grow rental revenue by 20% with $\geq$ 50% repeat customers (annual, recurring, multi-event).
- Broaden donor base by launching Encore Society and Alumni and Young Patrons groups by Q3 FY26.

FY26 Goals | Organizational Excellence²¹³

- Maintain strong staff culture with $\geq 85\%$ full-time retention and 3 board-to-staff recognition touchpoints.
- Implement revised career conversations review process with SMART goal-setting and weekly check-ins aligned to organizational priorities.
- Expand community visibility through 12+ public-facing community communications or engagement events in FY26.
- Update operations systems, including FOH training, career progression pathways, safety/emergency plan, and integration into new programming/sales processes by Q4.
- Launch new website and brand refresh by 12/1/25 to better communicate mission, vision, and community role.

FY26 Goals | Uniquely CB Programming²¹⁴

- Establish signature events framework by Q2 FY26 with ≥ 3 programs in each category.
- Deliver Center-produced programming at net zero cost, tracking impact for events with 3+ metrics (audience, partnerships, access, donors, testimonials).
- Refresh the Kinder Padon Gallery with 4 interactive or community-centered exhibitions.
- Expand access via ≥ 20 [Open Doors](#) events and ≥ 3 Creative District initiatives by Q4.
- Maintain high-quality programming with $\geq 8/10$ NPS (Net Promoter Score) across all events and at least 1 bold/risky pilot program in FY26.



Future Vision Milestone: Phase II

*Establish **gates** to ensure we move forward with Phase II from a **position of strength**, with the trust, resources, and community alignment to succeed.*

Phase II Readiness Checklist

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1. Organizational Sustainability

Build strong finances + fundraising potential

- 12-month building reserve
- 3 years balanced/surplus actuals
- 3 years of growth in fundraising
- Secure facility ownership

2. Organizational Excellence

Strong systems + people for efficient, joyful ops

- Employee satisfaction $\geq 4/5$
- Efficient and transparent finance, HR, governance, and operations systems
- Hospitality embedded in culture (guest satisfaction $\geq 8/10$ NPS and $\geq 60\%$ repeat rental customers)

Phase II Readiness Checklist

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3. Uniquely CB Programming

Grow programs until demand exceeds capacity

- 2+ bold/risky programs annually
- 75%+ building utilization
- Grow attendance and participation by $\geq 20\%$

4. Local + Regional Partnerships

Align Phase II with community needs

- Work with 50+ organizations/businesses annually
- Collaborate w/ Town, MetRec, Library
- ID gaps in regional arts ecosystem

Phase II Readiness Timeline

Short-Term (1-2 years)

Build stability and gain ownership

- Own building & pay off debt
- Balanced/surplus budgets (3 consecutive years)
- Consistent fundraising growth (3 years)
- Strengthen Town of Crested Butte partnership

Mid-Term (3-4 years)

Grow reserves, people, and community reach

- 12 month building reserve
- Employee satisfaction $\geq 4/5$
- Community NPS $\geq 8.5/10$
- 50+ organizational partnerships annually
- Increase audience $\geq 20\%$
- 75%+ building utilization
- 2+ bold/risky programs annually
- Conduct community engagement process

Long-Term (5+ years)

Phase II pre-design process

- Assemble current knowledge
- Stakeholder alignment
- Conceptual building program
- Assess business case
- Decide remodel vs. replace
- Develop fundraising strategy
- Establish a project budget
- Obtain a project cost estimate
- Reconcile cost estimate vs. project budget
- Obtain Board approval to proceed with architect contracting and schematic design

Center for the Arts–Town of Crested Butte Potential Public Benefits Covenant Summary

The proposed Public Benefits Covenant establishes the framework under which the Center for the Arts would hold title to the property while ensuring strong protections for the Town and long-term community benefit.

Key Provisions

- **Nonprofit Ownership & Purpose:** The property must always be owned by a 501(c)(3) nonprofit, with uses restricted to artistic, educational, cultural, and community-serving purposes.
- **Transparency & Oversight:**
 - Annual reporting to Town Council on finances, programming, and rentals.
 - Town appointment of an *ex officio* Board member.
 - Town has the right to review the Center's operations. If the Town Council finds the Center to be deficient in any of the below points, a process to cure is defined.
 - Board representation: Whether the Center's Board reflects a range of community interests and constituencies in the East River Valley.
 - Financial and operational stability: How well the Board manages finances and operations to minimize deficits and keep the Center stable.
 - Community responsiveness: Whether the Board is meeting a fair cross-section of community needs.
 - Property use compatibility: How the Center's use of its property complements or conflicts with nearby Town property.
 - Local programming access: The extent to which programming addresses year-round residents' concerns and ensures local groups can use the Center.
- **Facility Maintenance & Insurance:** Center must maintain the buildings, carry full replacement insurance, and promptly repair in case of casualty.
- **Town Access:** Town receives 12 free days of use annually, with additional discounted access for Parks and Recreation programs.
- **Debt Obligations & Loan Limits:**

- The Center must stay current on all debt tied to the building.
 - If the Center defaults, the Town can Intervene, cure the debt, and charge all costs back to the Center.
 - Any debt over \$3 million requires prior Town approval and must be used only for capital expansion or emergencies.
 - Any debt under \$3 million requires advance written notice from the Center to the Town.
- **Transfers:**
 - Property cannot be sold or transferred without Town consent
 - Any future owner must be a nonprofit arts organization.
 - Any unauthorized transfer is void, and the Town may reclaim the building for \$100.
 - In the case of foreclosure, the Town has the first right to purchase the building by paying off the lien.
 - If a lender takes title through foreclosure, they must sell or lease the property to an arts-focused nonprofit.
- **Binding Covenant:** All restrictions run with the land, ensuring permanent protection.

How This Protects the Town, the Center, and the Community

- **Protects the Town:**
 - Guarantees continued community use of the property for arts and culture.
 - Ensures strong financial oversight, debt limitations, and Town rights in case of foreclosure or transfer.
 - Provides direct community benefits through free and discounted use of facilities.
- **Protects the Center:**
 - Provides deeded ownership, enabling the Center to unlock philanthropic and financing opportunities not possible under a lease.
 - Creates stability for long-term planning, maintenance, and fundraising.
 - Establishes a framework for transparency and accountability that builds trust with the Town and donors.
- **Strengthens the Community:**
 - Ensures the property remains dedicated to nonprofit arts and cultural use in perpetuity.

- Enhances access for residents, local groups, and Town programs.
- Positions the Center to accelerate progress toward Phase II construction if funding is secured by removing ownership barriers that currently limit investment and donor confidence.

This covenant is designed as a balanced approach: it provides the Center the stability and ownership needed to advance Phase II while giving the Town robust safeguards and ensuring lasting public benefit.



Dream Big Together

Big dreams need strong foundations.



Our Vision

We want to dream bigger for Crested Butte: more bold, risk-taking programs, more free and affordable access and programs, and eventually redeveloping the old Center into new community spaces.

The Current Reality

- **Events don't pay for the Center.** Even our biggest concerts usually just break even. Tickets, bar sales, and rental fees cover only **40% of our annual budget**, which we trimmed and streamlined in 2025 to reduce overhead.
- **Donations fill the gap** to support free programs, affordable tickets, reduced rental rates, and building maintenance.
- **The gap is growing...but general fundraising can't catch up.** Our vision will stay out of reach until we have the right tools to raise long-term funding.

The Core Problem

Public arts centers across the country fill their funding gaps with:

- **Direct public funding** (taxes, municipal budgets, state/county support), AND/OR
- **Ownership of their facility**, which allows them to build endowments and reserves, and take short-term loans when needed.

Crested Butte's situation is unusual and likely unique among peer arts centers:

- The Town owns the building; does not fund or maintain it.
- The Center paid for construction via donations¹; responsible for operations and maintenance.

¹ Town contributed 5% of the \$20M project (\$200k cash and \$800k in-kind) along with the land.

Paths to Long-Term Stability

In Crested Butte, these two options would take shape in very different ways:

	Public Funding (Town owns + maintains building)	Nonprofit Ownership (Center owns building with deed restrictions; Town owns land)
Building Maintenance	Town covers building costs → frees up \$300k+ annually for more programs and savings.	Center is responsible for upkeep → less burden on taxpayers.
Endowment/Building Reserve Fund	Donors would likely support an endowment for programming.	Donors more willing to give long-term gifts to both building maintenance and programming .
A New Building	Any new facility would be Town-led, with the Center potentially as tenant/operator.	The Center will lead construction of a new facility with strong community collaboration, particularly with the Town.

A Proven Model for Success

The Town has made it clear it doesn't have a budget for, or interest in, maintaining the building or funding the Center as a line item at this time. That leaves ownership as the most practical tool for long-term stability, a standard public-private partnership model that has been used successfully in other communities for decades².

Transferring ownership of the Center building to the nonprofit would:

- **Inspire donor confidence.** With ownership, donors see permanence and are far more willing to make transformational gifts, including for an endowment to support programming year after year, and a building reserve that ensures the facility is cared for

² Examples include the Gerald R. Ford Amphitheater in Vail, CO, which has operated smoothly for almost 40 years under a model where a nonprofit built, maintains, operates, and owns the facility and the Town of Vail owns the land.

without burdening taxpayers.

- **Allow responsible borrowing when needed.** Like other arts centers, we could use the building as collateral for short-term loans to cover construction of a new building while pledged donations are being collected.
- **Guarantee community benefit forever.** Strong deed restrictions would guarantee the building's use as an arts and cultural facility forever, while also requiring the nonprofit operating it to meet a high standard of accountability, transparency, and fiscal responsibility, including responsible borrowing with Town oversight.

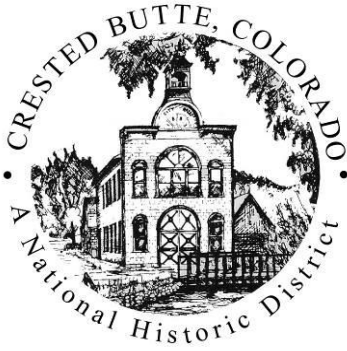
Nonprofit ownership will unlock transformative investments to realize our shared vision: more bold programming, more free access, and eventually redeveloping the old Center into new community spaces.

The Solution: Deed Restrictions

This public-private partnership, where the Town retains ownership of the land and deeds the Center building to the nonprofit, requires **strong deed restrictions and accountability measures** that guarantee the Center remains a community asset forever.

- **Protecting public benefit:** Deed restrictions “run with the land,” meaning they remain in place permanently, even if leadership, boards, or circumstances change. This provides stronger, longer-lasting protections for the community than a lease ever could.
- **Guaranteeing transparency and accountability:** We welcome requirements for regular reporting, public access commitments, and Town oversight, so the community always has confidence in how the Center is being run.
- **Responsible approach to debt:** If the Center ever needed to take out short-term financing—for example, to build a new facility while waiting for pledged donations to come in—it would only be done responsibly, with safeguards and **Town Council approval**.
- **Community-first use:** Deed restrictions can ensure the building is always used for arts, culture, and community — and that if the Center ever ceased operations or failed to abide by the deed restrictions, ownership would revert to the Town.

Nonprofit ownership with deed restrictions is a proven, practical model for long-term stability. It unlocks private investment, guarantees community access forever, and ensures the Center remains a strong, sustainable asset for generations so that we can make our big dreams a reality for our community.



Memorandum

October 6, 2025

To: Town Council

From: Dara MacDonald, Town Manager
Rob Sweeney, Interim Finance & Administrative Services Director

Subject: 2026 Proposed Budget

Date: September 29, 2025

Summary:

This is the fourth discussion related to the drafting of the Town of Crested Butte's 2026 Budget. Staff continues to create and refine financial models related to direction provided by Council. Staff will present the Town Manager's Proposed 2026 Budget highlighting significant changes since the most recent discussion with Council.

Prior Council Action:

- November 7, 2022 – Adoption of the Community Compass
- August 5, 2025 – Adoption of the Fund Balance Reserve Policy
- August 18, 2025 – Work session: 2026 Budget kick-off and Compass priority discussion and direction.
- September 2, 2025 – Work Session: Compass priority refinement; 2025 Projections; 2026 Assumptions; 5-Yr Fund Balance Review.
- September 15, 2025 – 5-Yr Capital Plan and Updated Assumptions

Background:

Staff develops the annual budget by identifying capital and operational expenditures in support of the Compass and in alignment with Council priorities. Staff utilized available economic data to forecast ending 2025 fund balance by fund and in defining revenue and expenditure assumptions in preparation of a 5-year financial forecast inclusive of a 5-year Capital Plan. The Proposed 2026 Budget is attached in a number of financial schedules.

Discussion:

State Statutes require a local jurisdiction to present its Proposed Budget for the upcoming fiscal year to their governing body by October 15 of each year. The Proposed 2026 Budget in the packet meets

this statutory requirement and will facilitate the formal adoption of the 2026 Budget on November 3, 2025.

The Town has been on a multi-year journey to improve its financial processes and forecasting through various means. Town staff presented a comprehensive 5-year Capital Plan to Council on September 15 highlighting staff's efforts in creating multi-year asset maintenance and replacement schedules. In addition, the 2026 budget cycle leveraged the Town's financial system for the first time. Departments prepared their line-item detail budget requests electronically, which were then thoroughly reviewed by the Finance Director and the Town Manager. The presentation of budgetary documents has changed slightly, as staff sought to leverage reporting capabilities of the financial system.

Budget Format

The Proposed 2026 Budget includes all projected revenues and expenses, both operating and capital. Staff prepared three views of the budget: 1) Town-wide view; 2) Fund view; 3) Organization (e.g., department) view.

Overall, the Town's Proposed 2026 expenditure budget is \$28.4M, a (14%) change from 2025. Significant changes from 2025 to 2026 include:

- Use of available fund balance/financing in 2025 to complete Enterprise and Affordable Housing projects not continuing into 2026
- Commencement of capital expenditures for the Marshals' Office in 2026
- Commencement of capital repair and replacement for existing assets in 2026
- Addition of an off-cycle street mill and overlay in 2026
- A 3% cost of living and 1% merit pool related to employee wages
- A 14.1% increase to total health care insurance for employees (approximately \$200K across all funds)
- \$21K in consulting to complete a compensation analysis
- 5K in consulting to facilitate a Town Council retreat
- Full-year operating revenues and expenses for workforce housing at Paradise Park
- Increase in property tax revenues due to increase in assessed valuation (General \$25K; Street/Alley \$105K)

Staff did not project any interfund transfers as we are seeking guidance from Council on the use of available fund balances to align with Council priorities. Staff will model interfund fund transfers for the October 20 work session and in the final budget for adoption on November 3.

Fund Balance Reserve

Based upon discussion from Council at the last work session, the Proposed 2020 Budget was developed using an amended Fund Balance Reserve (FBR) Policy. Staff believes a 50% factor of operations is sufficient to protect against any unforeseen economic impact. Additionally, adding a 'capital' reserve for capital-intensive Funds is prudent to ensure reserves are available to maintain and replace existing assets.

Staff utilized the amended FBR factors, as follows:

- General Fund: 50% of prior year operating expenses
- Capital Fund: 50% of the total of prior year operating and annual depreciation expenses
- Open Space Fund: 50% of prior year operating expenses

- Parks/Rec/Trail Fund: 50% of prior year operating expenses
- Street/Alley Fund: 25% of prior year operating expenses
- Aff Housing Fund: 25% of prior year operating expenses plus 50% of prior year depreciation
- Enterprise Fund: 25% of prior year operating expenses plus 50% of prior year depreciation
- Conservation Trust/Transit & Mobility: no FBR

The 5-year fund balance projection utilizing the factors above can be found in the 2026 Proposed Budget – By Fund report. Where a Fund's fund balance becomes negative (before all reserve requirements) in the near-term, a decision must be made to use interfund transfers, decrease expenses or find additional revenue (e.g., grants or revenue increases). Staff seeks Council's direction to codify the changes above during the November 3 budget adoption.

Street and Alley Fund Discussion

The Street and Alley Fund is the only Fund which is projected to have a negative fund balance at the end of 2026. The main cause of the shortfall is the addition of an off-cycle mill and overlay into 2026 to get in front of degrading infrastructure. There are two options to fund the project in 2026: use General Fund fund balance and/or increase revenue.

While the General Fund can absorb the entire 2026 budget shortfall in Street and Alley, it is not a viable long-term solution to the needs of the Town's public rights-of-way. Staff projects an 8 mill levy will generate \$1.57M in revenue at current assessed valuation rates. This amounts to approximately \$196K per mill. The current shortfall in the Street and Alley Fund is approximately \$1.3M in 2026. Staff recommends a combination of available General Fund fund balance and an increase in the streets mill levy to complete the off-cycle mill and overlay project and to build a stronger future funding stream. Staff seeks Council's direction regarding this approach for the Street and Alley Fund.

5-year Capital Plan – 2026 thru 2030

Staff updated the most recent 5-Year Capital Plan to adjust for closeout of 2025 projects, shuffle projects across fiscal years due scheduling and to add a few minor projects omitted from the initial plan. The updated 5-Year Capital Plan is included in the packet, with changes clearly identified.

The remaining budget calendar is as follows:

- October 20 Work Session: Refine Proposed 2026 Budget; Fund Balance Review; Updated 2026 Revenue/Expenditure Assumptions; Impact to Mill Levy
- November 3: Adopt 2026 Budget, Mill Levies and Fee Schedule

Recommendation:

Staff seeks feedback and direction from Council regarding changes to the Fund Balance Reserve Policy, amendments to the 5-Year Capital Plan, strategy to address the budgetary shortfall in the Street and Alley Fund and overall feedback regarding the 2026 Proposed Budget.

Attachments:

Updated 5-year Capital Plan by Fund – Fiscal Years 2026 thru 2030
 2026 Proposed Budget – Townwide
 2026 Proposed Budget – By Fund with 5-Yr Fund Balance Projection
 2026 Proposed Budget – Expense by Div/Department

5-Year Capital Plan

FY 2026 thru 2030

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	Project/Inititive	Compass Goal	2026	2027	2028	2029	2030	5-Yr Total	Comments (e.g., Grant offset value and year)
	Marshals' Office	3	\$ 2,750,000	\$ 2,500,000				\$ 5,250,000	130k grant received for design (split between 2025 and 2026). Added carryover design from 2025 to 2026; Assume max grant award (\$1M)
	Town Hall Exterior	4	650,000					650,000	
	Jerry's Gym Renovation	3	400,000	2,000,000				2,400,000	Met Rec Grant TBD
*	Town EV Chg Stations	7	277,000						Expense and Grant carryover from 2025
	Bricks in 400/500 Blocks of Elk	4	230,000					230,000	Town in-kind subgrade prep & materials hauling
	Commercial Building Improvements (leased facilities)	4	216,455	323,456	149,692	13,233	358,866	1,061,702	\$1,347,239 deferred from 2026
	Mt. Express Shop	5	-	200,000	200,000			400,000	Council authorized \$1M total; Fund's portion
	Marshal vehicles	3	94,500	94,420	97,252	100,000	103,000	489,172	
	Town Facilities Improvements	4	83,418	30,605	3,246	2,156	7,164	126,589	\$424,685 deferred from 2026
	EV Truck	2	65,000					65,000	
	Community Hub @ 3rd & Maroon	3	60,000	600,000	6,000,000			6,660,000	
	Bridge Maintenance	3	40,000	-	-	-	-	40,000	
*	Air Compressor	3		35,000				35,000	Moved to 2027 due to EV availability; added inflation
	Technology Capital Replacement	3	33,000	23,000			15,000	71,000	
	River Walk	5	25,000					25,000	\$25K 2026 for rail replacement
*	Tire Changing Machine	3	15,000					15,000	Omitted on 1st Draft
	Key Card System	3	10,000					10,000	
	Public Restroom Improvements	3	5,150	-	8,579	3,246	-	16,975	\$1,538 deferred from 2026
	Backhoe	3		175,000				175,000	
	Columbarium for Cemetery	4				30,000		30,000	
	Red Lady Roundabout Public Art	4		20,000				20,000	
	Total Capital Fund		\$ 4,954,522	\$ 6,001,481	\$ 6,458,769	\$ 148,635	\$ 484,030	\$ 17,770,438	
	Rec Access Easement	5	45,000					45,000	
	Town Ranch Incision Restoration	7	20,000					20,000	
	PROST Master Plan	3	10,000					10,000	
	Kapushion Trail Upgrade	5		20,000				20,000	
	Total Open Space Fund		\$ 75,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 95,000	
	Mt. Express Shop	5	-	200,000	200,000			400,000	Council authorized \$1M total; Fund's portion
	PROST Master Plan	3	20,000					20,000	
	Town Park Hammock Replacement	3	19,000					19,000	
*	In-Town Trail Wayfinding	3	10,000	20,000					Omitted on 1st Draft
	3 Ladies Renovation	3			40,000	200,000		240,000	Met Rec Grant TBD
	Big Mine Dasher Board Replacement	3					150,000	150,000	Met Rec Grant TBD
	EV Truck	3		65,000				65,000	
	Man Lift	3		70,000				70,000	
	Rainbow Playground Renovation	3			140,000	700,000		840,000	Met Rec Grant TBD

5-Year Capital Plan

FY 2026 thru 2030

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	Project/Inititive	Compass Goal	2026	2027	2028	2029	2030	5-Yr Total	Comments (e.g., Grant offset value and year)
	Stain Boardwalk	5		15,000				15,000	
	Tool Cat	3			91,000			91,000	
	Truck (EV)	3		70,000				70,000	
	Z turn mower	3		45,000				45,000	
	Zamboni	3				145,000		145,000	
	Total Parks, Rec & Trail Fund		\$ 49,000	\$ 485,000	\$ 471,000	\$ 1,045,000	\$ 150,000	\$ 2,170,000	
*	Red Lady School Entrance (Design and Construction)	5	1,200,000	2,000,000				3,200,000	Grant: \$2.1M.; delta 50/50 split with CBCS
	Dump Truck #7	4	210,000					210,000	
	Water Truck	3	200,000					200,000	
	Hot Patching/Slurry Seal	4	150,000	110,000	115,000	120,000	125,000	620,000	\$100K-Hot Patch,Slurry; \$50K 6th st cross walk repair
	Mt. Express Shop	5	-	100,000	100,000			200,000	Council authorized \$1M total; Fund's portion
	Storm Water Master Plan	7	40,000					40,000	
	Tool Cat (move to 2026)	3	9,000					9,000	
	1 Ton Truck with Sander	4				100,000		100,000	
	Elk Ave - 3rd Street Scapes Design	4					500,000	500,000	
	Loader #28	4			450,000		450,000	900,000	
*	Paving Projects	4	1,500,000			2,250,000		3,750,000	Added Mill/Overlay to 2026
	Sweeper	3		600,000				600,000	
	Total Street & Alley Fund		\$ 3,309,000	\$ 2,810,000	\$ 665,000	\$ 2,470,000	\$ 1,075,000	\$ 10,329,000	
	107 Teocalli Trailer Replacement	3	350,000					350,000	Assume modular not manufactured
	Employee Housing Capital Repairs	3	343,794	152,200	106,007	98,071	180,228	880,299	\$223,212 was deferred in 2026
	Paradise Park Construction	3	250,000					250,000	Finshes and landscaping on final triplex
	Mineral Point	3	40,000					40,000	Soil gas mitigation/monitoring system
	TP3 Predevelopment	3			20,000			20,000	
	Workforce Housing Capital Repairs	3					220,262	220,262	
	Total Affordable Housing Fund		\$ 983,794	\$ 152,200	\$ 126,007	\$ 98,071	\$ 400,490	\$ 1,760,561	
	Bus Stop Improvements	5	12,000	-	5,523	-	1,194	18,717	\$2,317 deferred from 2026
	Total Transit & Mobility Fund		\$ 12,000	\$ -	\$ 5,523	\$ -	\$ 1,194	\$ 18,717	
	Solids Bldg Roof	6	200,000					200,000	ATAD 50% split
*	Sewer Jet Truck	6	-					-	Finalize procurement in 2025
	Elec Ctrls System Assess WWTP	6	75,000					75,000	
	Chevy Equinox	3	65,000					65,000	
	Ruth's Rd Lift Station	6	60,000					60,000	
	Zinc Removal Process-Gossan Support	6	60,000	10,000	10,000	10,000		90,000	
	Blower stage replacement WWTP	6	35,000				38,000	73,000	
	Raw Tank Tiffuser Replacement	6	35,000					35,000	ATAD 50% split

5-Year Capital Plan

FY 2026 thru 2030

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	Project/Inititive	Compass Goal	2026	2027	2028	2029	2030	5-Yr Total	Comments (e.g., Grant offset value and year)
	Collection System Improvements	6	29,000		31,000		33,000	93,000	
	9.5 St Lift Station	6			75,000			75,000	
	Blower Stage Replacement ATAD	6				38,000		38,000	ATAD 50% split
	Cat Mini Ex	3			74,000			74,000	
	Centrifuge Bearings	6			19,000			19,000	ATAD 50% split
	Clarifier Improvements	6			500,000	5,000,000		5,500,000	
	Compost Building Rehab	6		500,000				500,000	ATAD 50% split
	John Deere Loader	3				425,000		425,000	
	Pretreatment TOC Removal Evaluation	6			90,000			90,000	
	Replace Chevy Colorado PU	3					39,000	39,000	
	Replace Sewer on 7th btw Red Lady and Belleview	6					260,000	260,000	
	Replace Sewer on Beckwith	6			351,000			351,000	
	WWTP Scada Upgrade	6				27,000		27,000	
	WWTP UV Replacement	6				443,000		443,000	
	Total Sewer Fund		\$ 559,000	\$ 510,000	\$ 1,150,000	\$ 5,943,000	\$ 370,000	\$ 8,532,000	
	Slate River Alternate Water Source	6	500,000	6,000,000				6,500,000	
	Coal Creek Raw Water Pipeline Assessment	6	130,000					130,000	
	Elec Ctrls System Assess WTP	6	75,000					75,000	
	Lake Irwin Valve Replacement	6	50,000	2,000,000				2,050,000	
	Source Water BMP Project implementation	7	50,000	50,000	50,000	50,000	50,000	250,000	
	WTP SCADA Upgrade	6	24,000					24,000	
	Distribution System Improvements	6		30,000		32,000		62,000	
	Replace 3 existing Pall Membrane Skids	6					913,000	913,000	Cost is for replacement of 1 skid.
	Replace 300 lf of 4-inch cast iron - Maroon and Gothic 0 blk	6					300,000	300,000	
	Replace pipe @ Beckwith & 1st	6			306,000			306,000	
	Total Water Fund		\$ 829,000	\$ 8,080,000	\$ 356,000	\$ 82,000	\$ 1,263,000	\$ 10,610,000	
	Total Townwide Capital Plan		\$ 10,771,316	\$ 18,058,681	\$ 9,232,299	\$ 9,786,706	\$ 3,743,714	\$ 51,285,716	

* Denotes change from original version



Town of Crested Butte, CO

2026 Propsed Budget

Townwide

(2026 before Transfers)

Revenue by Fund

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 Draft 1 - Proposed	% Change 2025 Budget to 2026
01 - General Fund	6,950,641	7,588,328	7,384,993	7,874,467	7,621,486	3.20%
02 - Capital Fund	1,653,557	2,286,496	2,547,790	2,379,326	1,948,689	-23.51%
03 - Open Space Fund	785,000	4,548,701	1,128,500	1,125,000	1,128,500	0.00%
04 - Parks, Recreation and Trails Fund	2,456,962	2,499,176	1,450,476	1,476,789	1,107,932	-23.62%
05 - Conservation Trust Fund	16,000	16,730	16,000	15,026	15,500	-3.13%
06 - Street and Alley Fund	1,409,065	1,610,585	1,684,330	1,818,547	2,777,135	64.88%
07 - Affordable Housing Fund	12,209,880	9,991,025	3,260,330	3,293,230	1,795,870	-44.92%
08 - Transit and Mobility Fund	1,733,272	1,826,402	1,659,123	1,758,767	1,747,344	5.32%
09 - Utility Enterprise Fund	12,273,263	7,015,289	6,113,106	4,912,324	4,713,183	-22.90%
Totals	\$ 39,487,640	\$ 37,382,731	\$ 25,244,648	\$ 24,653,476	\$ 22,855,639	-9.46%

Expenditure by Fund

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 Draft 1 - Proposed	
01 - General Fund	7,630,110	7,497,775	7,408,706	7,424,307	7,259,781	-2.01%
02 - Capital Fund	4,175,945	5,907,159	5,696,684	5,053,430	5,837,331	2.47%
03 - Open Space Fund	2,250,174	2,216,130	299,407	1,244,407	259,640	-13.28%
04 - Parks, Recreation and Trails Fund	1,375,000	1,346,490	1,436,059	1,433,604	1,367,499	-4.77%
05 - Conservation Trust Fund	-	-	-	-	-	0.00%
06 - Street and Alley Fund	3,126,663	2,879,614	2,240,076	1,986,075	4,568,251	103.93%
07 - Affordable Housing Fund	6,062,260	5,513,477	6,223,320	6,477,089	2,264,822	-63.61%
08 - Transit and Mobility Fund	1,590,418	1,698,380	1,659,123	1,756,633	1,779,386	7.25%
09 - Utility Enterprise Fund	9,175,000	3,263,757	8,095,987	5,268,108	5,014,620	-38.06%
Totals	\$ 35,385,570	\$ 30,322,782	\$ 33,059,362	\$ 30,643,653	\$ 28,351,330	-14.24%



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 01 - General Fund Revenue									
40 - TAX REVENUES	5,801,967	6,079,799	6,185,843	6,583,030	6,391,096	6,455,007	6,519,557	6,584,753	6,650,600
41 - OPERATING REVENUES	541,950	962,174	693,700	846,659	633,640	639,976	646,376	652,840	659,368
42 - GRANT REVENUES	275,000	125,531	75,000	75,000	152,000	-	-	-	-
43 - UTILITY REVENUES	250	240	250	250	250	250	250	250	250
45 - OTHER REVENUES	331,474	420,583	430,200	369,528	444,500	448,945	453,434	457,969	462,548
Total General Fund Revenue:	6,950,641	7,588,328	7,384,993	7,874,467	7,621,486	7,544,178	7,619,618	7,695,811	7,772,767
Fund: 01 - General Fund Expense									
50 - PERSONNEL	4,462,033	4,401,996	4,523,286	4,446,809	4,681,585	4,822,033	4,966,694	5,115,694	5,269,165
53 - OTHER OPERATING COSTS	822,350	1,013,004	915,964	925,014	749,891	772,388	795,559	819,426	844,009
54 - UTILITIES	107,885	74,248	189,571	187,566	200,250	206,258	212,445	218,819	225,383
55 - CONTRACTED SERVICES	1,398,653	1,198,670	1,481,619	1,567,889	1,529,985	1,575,885	1,623,161	1,671,856	1,722,012
56 - SUPPLIES & MATERIALS	180,713	149,036	115,198	110,978	98,070	101,012	104,042	107,164	110,379
59 - CAPITAL PURCHASES & IMPROVEMENTS	3,500	5,844	-	2,983	-	-	-	-	-
60 - INTERNAL CASH TRANSFERS	654,976	654,976	183,068	183,068	-	-	-	-	-
Total General Fund Expense:	7,630,110	7,497,775	7,408,706	7,424,307	7,259,781	7,477,575	7,701,902	7,932,959	8,170,948
Net Surplus/Deficit:	(679,469)	90,553	(23,713)	450,160	361,705	66,604	(82,284)	(237,148)	(398,181)
Beginning Fund Balance (Auditor restated 2024)	9,771,177	10,018,561	9,058,287	9,058,287	10,107,075	10,468,780	10,535,384	10,453,100	10,215,952
Ending Fund Balance (audited or projected):	9,091,708	10,107,075	9,032,084	10,107,075	10,468,780	10,535,384	10,453,100	10,215,952	9,817,771
Less RESTRICTED Fund Balance:	(455,000)	(455,000)	(455,000)	(455,000)	(726,000)	(726,000)	(726,000)	(726,000)	(726,000)
Less Fund Balance Reserve (2026 amended):	(7,630,110)	(7,497,775)	(5,567,688)	(5,567,688)	(3,620,619)	(3,629,891)	(3,738,787)	(3,850,951)	(3,966,479)
Net Spendable Fund Balance:	1,006,598	2,154,300	3,009,396	4,084,387	6,122,160	6,179,493	5,988,312	5,639,001	5,125,292



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 02 - Capital Fund Revenue									
40 - TAX REVENUES	981,111	2,023,858	1,471,667	1,544,703	1,391,689	1,411,616	1,428,732	1,446,019	1,463,480
41 - OPERATING REVENUES	12,000	102,862	12,000	27,500	15,000	15,188	16,240	17,302	18,375
42 - GRANT REVENUES	547,946	10,000	955,123	807,123	380,000	1,000,000	-	-	-
45 - OTHER REVENUES	112,500	149,777	109,000		162,000	166,860	171,866	177,022	182,332
Total Capital Fund Revenue:	1,653,557	2,286,496	2,547,790	2,379,326	1,948,689	2,593,664	1,616,838	1,640,344	1,664,187
Fund: 02 - Capital Fund Expense									
50 - PERSONNEL	489,718	446,832	510,559	509,132	575,433	592,696	610,477	628,791	647,655
53 - OTHER OPERATING COSTS	102,000	81,706	102,000	108,211	107,350	110,571	113,888	117,304	120,823
54 - UTILITIES	1,500	15	1,800	1,950	2,045	2,106	2,170	2,235	2,302
55 - CONTRACTED SERVICES	111,300	140,428	114,000	117,000	168,330	173,380	178,581	183,939	189,457
56 - SUPPLIES & MATERIALS	29,500	20,379	29,500	21,566	29,650	30,540	31,456	32,399	33,371
59 - CAPITAL PURCHASES & IMPROVEMENTS	1,947,617	463,200	3,235,211	2,591,957	4,954,523	5,966,481	6,458,769	148,635	484,030
60 - INTERNAL CASH TRANSFERS	1,494,310	4,754,598	1,703,614	1,703,614	-	-	-	-	-
Total Capital Fund Expense:	4,175,945	5,907,159	5,696,684	5,053,430	5,837,331	6,875,774	7,395,340	1,113,303	1,477,638
Net Surplus/Deficit:	(2,522,388)	(3,620,662)	(2,522,388)	(2,522,388)	(2,522,388)	(4,282,110)	(5,778,502)	527,040	186,549
Beginning Fund Balance (Auditor restated 2024)	10,878,922	10,176,034	10,878,922	7,258,335	4,735,947	2,213,559	(2,068,551)	(7,847,053)	(7,320,013)
Ending Fund Balance (audited or projected):	8,356,534	10,878,922	7,258,335	4,735,947	2,213,559	(2,068,551)	(7,847,053)	(7,320,013)	(7,133,464)
Less RESTRICTED Fund Balance:	-	-	-	-	-	-	-	-	-
Less Fund Balance Reserve (2026 amended):	(639,014)	(639,014)	(662,859)	(662,859)	(867,573)	(893,600)	(920,408)	(948,020)	(976,461)
Net Spendable Fund Balance:	7,717,520	10,239,908	6,595,476	4,073,088	1,345,986	(2,962,151)	(8,767,461)	(8,268,033)	(8,109,925)



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 03 - Open Space Fund Revenue									
40 - TAX REVENUES	750,000	1,267,193	1,125,000	1,125,000	1,125,000	1,136,250	1,147,613	1,159,089	1,170,680
42 - GRANT REVENUES	35,000	21,220	-	-	-	-	-	-	-
45 - OTHER REVENUES	-	-	3,500	-	3,500	3,500	3,500	3,500	3,500
49 - TRANSFERS IN	-	3,260,288	-	-	-	-	-	-	-
Total Open Space Fund Revenue	785,000	4,548,701	1,128,500	1,125,000	1,128,500	1,139,750	1,151,113	1,162,589	1,174,180
Fund: 03 - Open Space Fund Expense									
50 - PERSONNEL	140,174	139,427	158,407	155,088	156,990	161,700	166,551	171,547	176,694
53 - OTHER OPERATING COSTS	-	-	50,000	42,666	21,200	21,836	22,491	23,166	23,861
55 - CONTRACTED SERVICES	-	-	-	2,100	1,950	2,009	2,069	2,131	2,195
56 - SUPPLIES & MATERIALS	-	180	1,000	750	4,500	4,635	4,774	4,917	5,065
59 - CAPITAL PURCHASES & IMPROVEMENTS	2,110,000	2,076,523	90,000	1,043,803	75,000	20,000	-	-	-
Total Open Space Fund Expense	2,250,174	2,216,130	299,407	1,244,407	259,640	210,179	195,885	201,761	207,814
Net Surplus/Deficit:	(1,465,174)	2,332,570	829,093	(119,407)	868,860	929,571	955,228	960,827	966,365
Beginning Fund Balance (Auditor restated 2024)	3,260,288	1,795,114	2,332,571	3,161,664	3,042,257	3,911,117	4,840,687	5,795,915	6,756,742
Ending Fund Balance (audited or projected):	1,795,114	2,332,571	3,161,664	3,042,257	3,911,117	4,840,687	5,795,915	6,756,742	7,723,108
Less RESTRICTED Fund Balance:	-	-	-	-	-	-	-	-	-
Less Fund Balance Reserve (2026 amended):	(180,174)	(180,174)	(182,426)	(182,426)	(104,704)	(107,845)	(111,080)	(114,413)	(117,845)
Net Spendable Fund Balance:	1,614,940	2,152,397	2,979,238	2,859,831	3,806,413	4,732,842	5,684,835	6,642,330	7,605,263



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 04 - Parks, Recreation and Trails Fund Revenue									
40 - TAX REVENUES	769,222	845,353	827,985	865,243	871,732	880,449.32	906,862.80	934,068.68	962,090.74
41 - OPERATING REVENUES	152,080	133,163	145,700	134,755	136,200	137,562.00	141,688.86	145,939.53	150,317.71
42 - GRANT REVENUES	15,000	-	46,250	46,250	100,000	0	-	-	-
49 - TRANSFERS IN	1,520,660	1,520,660	430,541	430,541	-	0	-	-	-
Total Parks, Recreation and Trails Fund Revenue:	2,456,962	2,499,176	1,450,476	1,476,789	1,107,932	1,018,011	1,048,552	1,080,008	1,112,408
Fund: 04 - Parks, Recreation and Trails Fund Expense									
50 - PERSONNEL	937,680	895,481	905,692	901,566	1,040,308	1,071,517	1,103,663	1,136,773	1,170,876
53 - OTHER OPERATING COSTS	180,320	133,541	56,500	55,798	64,886	66,833	68,838	70,903	73,030
54 - UTILITIES	26,300	30,754	62,667	61,114	49,812	51,306	52,846	54,431	56,064
55 - CONTRACTED SERVICES	141,000	140,501	42,500	41,250	75,993	78,273	80,621	83,040	85,531
56 - SUPPLIES & MATERIALS	89,700	97,874	103,700	101,879	87,500	90,125	92,829	95,614	98,482
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	48,340	265,000	271,997	49,000	485,000	471,000	1,045,000	150,000
Total Parks, Recreation and Trails Fund Expense:	1,375,000	1,346,490	1,436,059	1,433,604	1,367,499	1,843,054	1,869,796	2,485,759	1,633,982
Net Surplus/Deficit:	1,081,962	1,152,685	14,417	43,185	(259,567)	(825,043)	(821,244)	(1,405,751)	(521,574)
Beginning Fund Balance (Auditor restated 2024)	-	-	1,152,685	1,167,102	1,210,287	950,720	125,677	(695,567)	(2,101,318)
Ending Fund Balance (audited or projected):	1,081,962	1,152,685	1,167,102	1,210,287	950,720	125,677	(695,567)	(2,101,318)	(2,622,892)
Less RESTRICTED Fund Balance:	-	-	-	-	-	-	-	-	-
Less Fund Balance Reserve (2026 amended):	(1,153,381)	(1,153,381)	(1,167,798)	(1,167,798)	(582,530)	(600,006)	(618,006)	(636,546)	(655,643)
Net Spendable Fund Balance:	(71,419)	(696)	(696)	42,489	368,190	(474,329)	(1,313,573)	(2,737,864)	(3,278,534)



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 05 - Conservation Trust Fund Revenue									
42 - GRANT REVENUES	15,000	15,123	15,000	15,000	15,000	15,150	15,605	16,073	16,555
45 - OTHER REVENUES	1,000	1,607	1,000	26	500	505	520	536	552
Total Conservation Trust Fund Revenue:	16,000	16,730	16,000	15,026	15,500	15,655	16,125	16,608	17,107
Total Conservation Trust Fund Expenses:	-	-	-	-	-	-	-	-	-
Net Surplus/Deficit:	16,000	16,730	16,000	15,026	15,500	15,655	16,125	16,608	17,107
Beginning Fund Balance (Auditor restated 2024)	21,115	21,114	37,844	37,844	52,870	68,370	84,025	100,150	116,758
Ending Fund Balance (audited or projected):	37,115	37,844	53,844	52,870	68,370	84,025	100,150	116,758	133,865
Less RESTRICTED Fund Balance:	-	-	-	-	-	-	-	-	-
Less Fund Balance Reserve (2026 amended):	-	-	-	-	-	-	-	-	-
Net Spendable Fund Balance:	37,115	37,844	53,844	52,870	68,370	84,025	100,150	116,758	133,865



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 06 - Street and Alley Fund Revenue									
40 - TAX REVENUES	1,060,000	1,419,204	1,438,892	1,505,892	1,809,810	1,827,908	1,846,187	1,864,649	1,883,296
41 - OPERATING REVENUES	16,100	56,249	15,500	149,507	338,725	342,112	345,533	348,989	352,479
42 - GRANT REVENUES	332,965	68,132	229,938	108,000	628,600	2,400,000	-	-	-
45 - OTHER REVENUES	-	67,000	-	55,148	-	-	-	-	-
Total Street and Alley Fund Revenue:	1,409,065	1,610,585	1,684,330	1,818,547	2,777,135	4,570,020	2,191,721	2,213,638	2,235,774
Fund: 06 - Street and Alley Fund Expense									
50 - PERSONNEL	527,663	348,283	718,076	717,154	814,999	839,449	864,633	890,572	917,289
53 - OTHER OPERATING COSTS	343,000	231,899	266,000	244,632	278,950	287,319	295,938	304,816	313,961
54 - UTILITIES	-	-	-	648	-	-	-	-	-
55 - CONTRACTED SERVICES	90,000	70,908	75,000	63,478	113,302	116,701	120,202	123,808	127,522
56 - SUPPLIES & MATERIALS	66,000	59,075	57,000	55,289	52,000	53,560	55,167	56,822	58,526
59 - CAPITAL PURCHASES & IMPROVEMENTS	2,100,000	2,169,450	1,124,000	904,874	3,309,000	2,810,000	665,000	2,470,000	1,075,000
Total Street and Alley Fund Expense:	3,126,663	2,879,614	2,240,076	1,986,075	4,568,251	4,107,029	2,000,940	3,846,018	2,492,298
Net Surplus/Deficit:	(1,717,598)	(1,269,029)	(555,746)	(167,528)	(1,791,116)	462,992	190,781	(1,632,380)	(256,524)
Beginning Fund Balance (Auditor restated 2024)	2,130,774	2,130,774	860,116	860,116	692,588	(1,098,528)	(635,537)	(444,756)	(2,077,136)
Ending Fund Balance (audited or projected):	413,176	860,116	304,370	692,588	(1,098,528)	(635,537)	(444,756)	(2,077,136)	(2,333,660)
Less RESTRICTED Fund Balance:	-	-	-	-	-	-	-	-	-
Less Fund Balance Reserve (2026 amended):	(930,664)	(930,664)	(1,116,075)	(1,116,075)	(279,019)	(287,390)	(296,011)	(304,892)	(314,038)
Net Spendable Fund Balance:	(517,488)	(70,548)	(811,705)	(423,487)	(1,377,547)	(922,926)	(740,767)	(2,382,027)	(2,647,698)



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 07 - Affordable Housing Fund Revenue									
40 - TAX REVENUES	675,000	804,213	744,854	744,023	750,440	757,944	765,524	773,179	780,911
41 - OPERATING REVENUES	70,000	82,937	70,700	70,548	50,000	50,500	51,005	51,515	52,030
42 - GRANT REVENUES	773,389	148,850	626,409	626,409	-	-	-	-	-
45 - OTHER REVENUES	10,321,087	8,584,621	395,800	430,436	995,430	605,384	936,438	620,803	627,011
49 - TRANSFERS IN	370,404	370,404	1,422,567	1,422,567	-	-	-	-	-
Total Affordable Housing Fund Revenue:	12,209,880	9,991,025	3,260,330	3,293,983	1,795,870	1,413,829	1,752,967	1,445,497	1,459,952
Fund: 07 - Affordable Housing Fund Expense									
50 - PERSONNEL	241,829	235,122	297,640	170,260	228,849	235,715	242,786	250,070	257,572
53 - OTHER OPERATING COSTS	180,233	95,931	96,640	77,055	192,055	197,817	203,751	209,864	216,160
54 - UTILITIES	26,000	16,843	32,000	28,750	26,930	27,738	28,570	29,427	30,310
55 - CONTRACTED SERVICES	106,400	275,862	128,594	125,489	233,644	240,653	247,873	255,309	262,968
56 - SUPPLIES & MATERIALS	-	-	-	276	300	-	-	-	-
57 - FINANCING OBLIGATIONS	595,125	597,509	596,000	596,000	599,250	596,750	598,750	600,000	595,500
59 - CAPITAL PURCHASES & IMPROVEMENTS	4,912,673	4,292,210	5,072,446	5,479,259	983,794	152,200	126,007	98,071	400,490
Total Affordable Housing Fund Expense:	6,062,260	5,513,477	6,223,320	6,477,089	2,264,822	1,450,873	1,447,737	1,442,740	1,762,999
Net Surplus/Deficit:	6,147,620	4,477,548	(2,962,990)	(3,183,106)	(468,952)	(37,044)	305,230	2,756	(303,048)
Beginning Fund Balance (Auditor restated 2024)	124,151	124,151	4,601,700	4,601,700	1,418,594	949,642	912,598	1,217,828	1,220,584
Ending Fund Balance (audited or projected):	6,271,771	4,601,699	1,638,710	1,418,594	949,642	912,598	1,217,828	1,220,584	917,537
Less RESTRICTED Fund Balance:	-	-	(615,750)	(615,750)	(615,750)	(615,750)	(615,750)	(615,750)	(615,750)
Less Fund Balance Reserve (2026 amended):	(352,329)	(352,329)	(362,899)	(362,899)	(662,199)	(682,065)	(702,527)	(723,603)	(745,311)
Net Spendable Fund Balance:	5,919,442	4,249,370	660,061	439,945	(328,307)	(385,217)	(100,449)	(118,769)	(443,524)



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 08 - Transit and Mobility Fund Revenue									
40 - TAX REVENUES	1,394,000	1,501,596	1,510,248	1,620,193	1,632,344	1,648,667	1,665,154	1,681,806	1,698,624
41 - OPERATING REVENUES	81,050	66,160	115,300	105,000	115,000	116,150	117,312	118,485	119,669
42 - GRANT REVENUES	-	424	-	-	-	-	-	-	-
49 - TRANSFERS IN	258,222	258,222	33,575	33,574	-	-	-	-	-
Total Transit and Mobility Fund Revenue:	1,733,272	1,826,402	1,659,123	1,758,767	1,747,344	1,764,817	1,782,466	1,800,290	1,818,293
Fund: 08 - Transit and Mobility Fund Expense									
55 - CONTRACTED SERVICES	1,540,418	1,656,003	1,659,123	1,756,633	1,767,386	1,796,263	1,822,674	1,849,534	1,876,852
56 - SUPPLIES & MATERIALS	-	-	-	-	-	-	-	-	-
59 - CAPITAL PURCHASES & IMPROVEMENTS	50,000	42,378	-	-	12,000	-	5,523	-	1,194
Total Transit and Mobility Fund Expense:	1,590,418	1,698,380	1,659,123	1,756,633	1,779,386	1,796,263	1,828,197	1,849,534	1,878,046
Net Surplus/Deficit:	142,854	128,021	-	2,134	(32,042)	(31,446)	(45,731)	(49,243)	(59,752)
Beginning Fund Balance (Auditor restated 2024)	-	-	-	128,022	130,156	98,114	66,669	20,938	(28,306)
Ending Fund Balance (audited or projected):	142,854	128,021	-	130,156	98,114	66,669	20,938	(28,306)	(88,058)
Less RESTRICTED Fund Balance:	-	-	-	-	-	-	-	-	-
Less Fund Balance Reserve (2026 amended):	-	-	-	-	-	-	-	-	-
Net Spendable Fund Balance:	142,854	128,021	-	130,156	98,114	66,669	20,938	(28,306)	(88,058)



Town of Crested Butte, CO

2026 Proposed Budget
By Fund with 5-Yr Fund Balance Projection
(2026 and beyond before Transfers)

	2024 Total Budget	2024 Total Actuals	2025 Total Budget	2025 Projected	2026 DRAFT 1- Proposed	2027 Projection	2028 Projection	2029 Projection	2030 Projection
Fund: 09 - Utility Enterprise Fund Revenues									
41 - OPERATING REVENUES	4,475	7,904	107,725	178,710	9,638	9,927	10,225	10,532	10,848
42 - GRANT REVENUES	199,499	1,537,500	492,000	492,000	-	-	-	-	-
43 - UTILITY REVENUES	4,072,870	4,771,698	3,597,815	3,584,492	3,766,445	3,917,103	4,073,787	4,236,738	4,406,208
45 - OTHER REVENUES	7,996,419	698,186	1,915,566	657,122	937,100	965,213	994,169	1,023,994	1,054,714
Total Utility Enterprise Fund Revenue	12,273,263	7,015,289	6,113,106	4,912,324	4,713,183	4,892,243	5,078,181	5,271,265	5,471,770
Fund: 09 - Utility Enterprise Fund Expense									
50 - PERSONNEL	1,040,634	1,023,643	1,106,766	1,001,117	1,260,917	1,298,745	1,337,707	1,377,838	1,419,173
53 - OTHER OPERATING COSTS	350,800	346,908	361,300	355,014	394,009	405,829	418,004	430,544	443,461
54 - UTILITIES	151,200	163,396	154,950	245,770	265,950	273,929	282,146	290,611	299,329
55 - CONTRACTED SERVICES	540,659	536,908	506,909	495,077	585,800	603,374	621,476	640,120	659,323
56 - SUPPLIES & MATERIALS	125,400	88,956	131,400	125,455	141,650	145,900	150,276	154,785	159,428
57 - FINANCING OBLIGATIONS	978,293	405,777	975,662	975,662	978,294	978,294	978,294	978,294	978,294
59 - CAPITAL PURCHASES & IMPROVEMENTS	5,988,014	698,168	4,859,000	2,070,013	1,388,000	8,590,000	1,506,000	6,025,000	1,633,000
Total Utility Enterprise Fund Expense	9,175,000	3,263,757	8,095,987	5,268,108	5,014,620	12,296,070	5,293,903	9,897,191	5,592,008
Net Surplus/Deficit:	3,098,263	3,751,532	(1,982,881)	(355,784)	(301,437)	(7,403,827)	(215,722)	(4,625,927)	(120,238)
Beginning Fund Balance (Auditor restated 2024)	6,629,684	6,170,284	9,058,901	6,484,845	6,129,061	5,827,624	(1,576,203)	(1,791,925)	(6,417,851)
Ending Fund Balance (audited or projected):	9,727,947	9,921,816	7,076,020	6,129,061	5,827,624	(1,576,203)	(1,791,925)	(6,417,851)	(6,538,090)
Less RESTRICTED Fund Balance:	(459,400)	(459,400)	(459,400)	(459,400)	(209,400)	(624,166)	(624,166)	(624,166)	(624,166)
Less Fund Balance Reserve (2026 amended):	(2,955,887)	(2,955,887)	(2,992,836)	(2,992,836)	(1,061,054)	(1,092,886)	(1,125,672)	(1,159,442)	(1,194,226)
Net Spendable Fund Balance:	6,312,660	6,506,529	3,623,784	2,676,825	4,557,170	(3,293,254)	(3,541,763)	(8,201,460)	(8,356,481)



Town of Crested Butte, CO

2026 Proposed Budget Expense by Div/Department

	2024 Total Budget	2025 Total Budget	2026 DRAFT 1 - Proposed
Division: 100 - General Admin			
50 - PERSONNEL	401,747	318,048	357,383
53 - OTHER OPERATING COSTS	530,650	426,256	403,500
54 - UTILITIES	67,235	141,971	137,000
55 - CONTRACTED SERVICES	531,567	528,273	405,536
56 - SUPPLIES & MATERIALS	15,713	15,400	13,450
59 - CAPITAL PURCHASES & IMPROVEMENTS	3,500	35,000	-
60 - INTERNAL CASH TRANSFERS	654,976	183,068	-
Division: 100 - General Admin Total:	2,205,388	1,648,016	1,316,869
Division: 110 - Clerks			
50 - PERSONNEL	349,826	368,303	416,684
53 - OTHER OPERATING COSTS	6,000	11,000	11,000
55 - CONTRACTED SERVICES	23,146	37,646	25,100
56 - SUPPLIES & MATERIALS	1,500	850	900
Division: 110 - Clerks Total:	380,472	417,799	453,684
Division: 120 - Council			
50 - PERSONNEL	95,614	87,506	95,787
53 - OTHER OPERATING COSTS	-	-	-
54 - UTILITIES	2,310	2,100	-
55 - CONTRACTED SERVICES	-	-	7,000
56 - SUPPLIES & MATERIALS	1,375	1,000	300
Division: 120 - Council Total:	99,299	90,606	103,087
Division: 130 - Finance			
50 - PERSONNEL	676,415	723,582	579,394
53 - OTHER OPERATING COSTS	-	-	87,500
55 - CONTRACTED SERVICES	152,500	180,000	154,500
56 - SUPPLIES & MATERIALS	5,000	5,063	5,100
Division: 130 - Finance Total:	833,915	908,645	826,494
Division: 131 - HR			
50 - PERSONNEL	-	-	111,599
55 - CONTRACTED SERVICES	-	106,000	88,500
56 - SUPPLIES & MATERIALS	-	-	250
Division: 131 - HR Total:	-	106,000	200,349
Division: 132 - IT			
50 - PERSONNEL	-	2,500	90,155
54 - UTILITIES	-	-	19,000
55 - CONTRACTED SERVICES	-	-	172,711
56 - SUPPLIES & MATERIALS	-	-	5,000
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	150,000	33,000
Division: 132 - IT Total:	-	152,500	319,866
Division: 140 - Community Development			
50 - PERSONNEL	3,810	968,519	561,723
53 - OTHER OPERATING COSTS	-	27,000	12,000
54 - UTILITIES	-	-	500
55 - CONTRACTED SERVICES	-	501,400	398,580
56 - SUPPLIES & MATERIALS	3,000	9,160	4,085
Division: 140 - Community Development Total:	6,810	1,506,079	976,888
Division: 141 - Building			
50 - PERSONNEL	970,146	4,600	269,876
53 - OTHER OPERATING COSTS	1,100	4,300	-
54 - UTILITIES	1,300	-	-
55 - CONTRACTED SERVICES	509,616	-	10,916
56 - SUPPLIES & MATERIALS	5,125	-	500
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	15,000	-
Division: 141 - Building Total:	1,487,287	23,900	281,292



Town of Crested Butte, CO

2026 Proposed Budget Expense by Div/Department

	2024 Total Budget	2025 Total Budget	2026 DRAFT 1 - Proposed
Division: 142 - Planning			
50 - PERSONNEL	-	13,030	-
55 - CONTRACTED SERVICES	23,280	-	-
Division: 142 - Planning Total:	23,280	13,030	-
Division: 150 - Public Works			
50 - PERSONNEL	416,332	139,883	148,407
53 - OTHER OPERATING COSTS	19,000	8,000	12,060
54 - UTILITIES	11,000	11,000	11,195
55 - CONTRACTED SERVICES	3,500	3,500	3,100
56 - SUPPLIES & MATERIALS	20,000	14,250	15,680
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	578,000	65,000
Division: 150 - Public Works Total:	469,832	754,633	255,442
Division: 160 - Fleet			
50 - PERSONNEL	272,198	290,847	287,079
53 - OTHER OPERATING COSTS	1,000	1,000	500
54 - UTILITIES	10,000	19,500	19,055
55 - CONTRACTED SERVICES	8,800	8,800	2,150
56 - SUPPLIES & MATERIALS	24,000	21,500	13,845
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	-	15,000
Division: 160 - Fleet Total:	315,998	341,647	337,629
Division: 170 - Marshals			
50 - PERSONNEL	1,275,945	1,465,371	1,623,110
53 - OTHER OPERATING COSTS	19,600	27,566	27,581
54 - UTILITIES	12,040	15,000	13,500
55 - CONTRACTED SERVICES	146,244	116,000	221,392
56 - SUPPLIES & MATERIALS	105,000	39,000	38,460
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	182,713	94,500
Division: 170 - Marshals Total:	1,558,829	1,845,650	2,018,543
Division: 180 - Sustainability			
50 - PERSONNEL	-	141,097	140,388
53 - OTHER OPERATING COSTS	245,000	410,842	195,750
54 - UTILITIES	4,000	-	-
55 - CONTRACTED SERVICES	-	-	40,500
56 - SUPPLIES & MATERIALS	-	8,975	500
Division: 180 - Sustainability Total:	249,000	560,914	377,138
Division: 200 - Capital Admin			
53 - OTHER OPERATING COSTS	-	-	-
55 - CONTRACTED SERVICES	81,000	81,000	98,830
59 - CAPITAL PURCHASES & IMPROVEMENTS	319,284	65,000	-
60 - INTERNAL CASH TRANSFERS	-	-	-
Division: 200 - Capital Admin Total:	400,284	146,000	98,830



Town of Crested Butte, CO

2026 Proposed Budget Expense by Div/Department

	2024 Total Budget	2025 Total Budget	2026 DRAFT 1 - Proposed
Division: 210 - Capital			
50 - PERSONNEL	-	-	-
53 - OTHER OPERATING COSTS	-	-	-
59 - CAPITAL PURCHASES & IMPROVEMENTS	1,628,333	2,209,498	4,747,023
60 - INTERNAL CASH TRANSFERS	1,494,310	1,703,614	-
Division: 210 - Capital Total:	3,122,643	3,913,112	4,747,023
Division: 220 - Facilities			
50 - PERSONNEL	489,718	510,559	575,433
53 - OTHER OPERATING COSTS	102,000	102,000	107,350
54 - UTILITIES	1,500	1,800	2,045
55 - CONTRACTED SERVICES	30,300	33,000	69,500
56 - SUPPLIES & MATERIALS	29,500	29,500	29,650
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	-	-
Division: 220 - Facilities Total:	653,018	676,859	783,978
Division: 310 - Open Space			
50 - PERSONNEL	140,174	158,407	156,990
53 - OTHER OPERATING COSTS	-	50,000	21,200
55 - CONTRACTED SERVICES	-	-	1,950
56 - SUPPLIES & MATERIALS	-	1,000	4,500
59 - CAPITAL PURCHASES & IMPROVEMENTS	2,110,000	90,000	75,000
Division: 310 - Open Space Total:	2,250,174	299,407	259,640
Division: 400 - Parks, Recreation and Trails Admin			
50 - PERSONNEL	-	-	-
53 - OTHER OPERATING COSTS	-	-	-
55 - CONTRACTED SERVICES	-	-	37,376
56 - SUPPLIES & MATERIALS	4,200	-	2,000
Division: 400 - Parks, Recreation and Trails Admin Total:	4,200	-	39,376
Division: 410 - Parks & Trails			
50 - PERSONNEL	751,583	714,247	807,593
53 - OTHER OPERATING COSTS	124,000	11,200	11,030
54 - UTILITIES	26,300	62,667	49,812
55 - CONTRACTED SERVICES	130,000	35,100	33,125
56 - SUPPLIES & MATERIALS	84,000	102,700	85,500
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	265,000	49,000
Division: 410 - Parks & Trails Total:	1,115,883	1,190,914	1,036,060
Division: 420 - Rec			
50 - PERSONNEL	186,097	191,445	232,715
53 - OTHER OPERATING COSTS	56,320	45,300	53,856
55 - CONTRACTED SERVICES	11,000	7,400	5,492
56 - SUPPLIES & MATERIALS	1,500	1,000	-
Division: 420 - Rec Total:	254,917	245,145	292,063



Town of Crested Butte, CO

2026 Proposed Budget Expense by Div/Department

	2024 Total Budget	2025 Total Budget	2026 DRAFT 1 - Proposed
Division: 600 - Street and Alley Admin			
50 - PERSONNEL	305,715	70,549	-
54 - UTILITIES	-	-	-
55 - CONTRACTED SERVICES	-	-	36,002
59 - CAPITAL PURCHASES & IMPROVEMENTS	1,100,000	634,000	459,000
Division: 600 - Street and Alley Admin Total:	1,405,715	704,549	495,002
Division: 610 - Street and Alley			
50 - PERSONNEL	221,948	647,527	814,999
53 - OTHER OPERATING COSTS	343,000	266,000	278,950
55 - CONTRACTED SERVICES	90,000	75,000	77,300
56 - SUPPLIES & MATERIALS	66,000	57,000	52,000
59 - CAPITAL PURCHASES & IMPROVEMENTS	1,000,000	490,000	2,850,000
Division: 610 - Street and Alley Total:	1,720,948	1,535,527	4,073,249
Division: 700 - Affordable Housing Admin			
50 - PERSONNEL	148,079	-	-
55 - CONTRACTED SERVICES	1,500	-	-
57 - FINANCING OBLIGATIONS	595,125	-	-
Division: 700 - Affordable Housing Admin Total:	744,704	-	-
Division: 710 - Housing			
50 - PERSONNEL	93,750	297,640	228,849
53 - OTHER OPERATING COSTS	180,233	96,640	192,055
54 - UTILITIES	26,000	32,000	26,930
55 - CONTRACTED SERVICES	104,900	128,594	233,644
56 - SUPPLIES & MATERIALS	-	-	300
57 - FINANCING OBLIGATIONS	-	596,000	599,250
59 - CAPITAL PURCHASES & IMPROVEMENTS	4,912,673	5,072,446	983,794
Division: 710 - Housing Total:	5,317,556	6,223,320	2,264,822
Division: 800 - Transit and Mobility Admin			
59 - CAPITAL PURCHASES & IMPROVEMENTS	50,000	-	12,000
Division: 800 - Transit and Mobility Admin Total:	50,000	-	12,000
Division: 810 - Transit and Mobility			
55 - CONTRACTED SERVICES	1,540,418	1,659,123	1,767,386
56 - SUPPLIES & MATERIALS	-	-	-
Division: 810 - Transit and Mobility Total:	1,540,418	1,659,123	1,767,386
Division: 900 - Utility Enterprise Admin			
50 - PERSONNEL	232,380	251,377	262,991
53 - OTHER OPERATING COSTS	90,300	90,300	92,859
54 - UTILITIES	2,000	2,000	1,000
55 - CONTRACTED SERVICES	87,000	87,000	93,364
56 - SUPPLIES & MATERIALS	8,400	11,400	9,000
59 - CAPITAL PURCHASES & IMPROVEMENTS	-	200,000	-
Division: 900 - Utility Enterprise Admin Total:	420,080	642,077	459,214



Town of Crested Butte, CO

2026 Proposed Budget Expense by Div/Department

	2024 Total Budget	2025 Total Budget	2026 DRAFT 1 - Proposed
Division: 910 - Water			
50 - PERSONNEL	323,636	343,399	377,480
53 - OTHER OPERATING COSTS	89,000	89,500	87,000
54 - UTILITIES	43,200	43,450	70,250
55 - CONTRACTED SERVICES	12,250	12,000	11,350
56 - SUPPLIES & MATERIALS	43,000	43,000	48,500
57 - FINANCING OBLIGATIONS	156,243	153,612	156,243
Division: 910 - Water Total:	920,329	4,034,961	1,579,823
Division: 920 - Wastewater			
50 - PERSONNEL	484,618	511,990	620,446
53 - OTHER OPERATING COSTS	171,500	181,500	206,650
54 - UTILITIES	106,000	109,500	194,700
55 - CONTRACTED SERVICES	88,000	54,500	96,075
56 - SUPPLIES & MATERIALS	74,000	77,000	84,150
57 - FINANCING OBLIGATIONS	822,050	822,050	822,051
59 - CAPITAL PURCHASES & IMPROVEMENTS	5,735,014	1,309,000	559,000
Division: 920 - Wastewater Total:	7,481,182	3,065,540	2,583,072
Division: 930 - Refuse/Sanitation			
53 - OTHER OPERATING COSTS	-	-	7,500
55 - CONTRACTED SERVICES	353,409	353,409	385,011
Division: 930 - Refuse/Sanitation Total:	353,409	353,409	392,511
Report Total:	35,385,570	33,059,362	28,351,330



Staff Report

October 6, 2025

To: Mayor and Town Council

Prepared By: Shea D Earley, Public Works Director

Thru: Dara MacDonald, Town Manager

Subject: **Opportunity to Convert Street Sweeper to an Electric Vehicle**

Summary:

The Town of Crested Butte (Town) owns and operates one street sweeper for the purpose of cleaning the Town's streets mainly after snow season, large special events, and/or in preparation for roadway maintenance practices. Based on the Town's vehicle replacement schedule, the existing street sweeper is scheduled for replacement in 2027. Per the Climate Action Plan, the Town has been systematically replacing combustible engine vehicles (diesel and unleaded fuel engines) with EV equivalents as the vehicle replacement schedule dictates and the EV market improves.

At this time, the Town has been offered a substantial discount on the 1.1E Ravo 5E Series Electric Street Sweeper.



The prices below reflect the comparison of a diesel engine street sweeper, full price of an EV street sweeper, and the discounted price.

Electric	\$670,021.00
Electric w additional discount	\$400,311.83
Diesel	\$339,796.81

Previous Council Action:

Approval of the Climate Action Plan in 2019 and 2025.

Background:

Over the past several years, the Town has embarked on the conversion of it's diesel powered heavy-duty fleet to electric with varying levels of success. In 2025, the Town made an initial investment to install the necessary Tier 3 charging infrastructure (DC Fast Chargers) to support the conversion of the heavy-duty fleet. The Town budgeted \$600,000 for this project. Additionally, the Town was awarded a \$148,000 grant from Fleet Zero to help support the project. This project is being actively constructed and is anticipated to be complete in the winter of 2026.

In coordination with the DC fast charging project, the Town has implemented the EV conversion of the heavy-duty fleet by applying for grant funds to support the procurement/conversion of equipment that is scheduled for replacement, such as the water truck, dump trucks, and street sweeper. However, due to the competitive nature of the grant funds, the Town was not successful in receiving any of the grant proceeds that have been applied for thus far. In response to that, the Town has continued to defer the procurement of EV heavy-duty equipment until funding assistance has been secured, or replacement is necessary given the condition of the equipment.

The Town will continue to apply for available funding; however, how long that funding lasts and how much of it is available is in limbo. Regardless, based on the pricing provided above and the current grant funding that is available, the Town would likely not be able to receive a grant that would provide the same discount as what is currently being offered by the manufacturer.

Discussion:

Town Streets Staff, as well as the Town Mechanic have demoed this street sweeper and approve of it!

Climate Impact:

Based on the Town's Climate Action Plan, "In 2022, as part of the Town's 196 MTCO₂e in fleet emissions, approximately 86% of fleet emissions are from medium and heavy-duty vehicles. Between 2025-2030, the Town is considering acquiring two to three medium and heavy-duty electric vehicles for its fleet to replace existing aging equipment. The impact of converting these vehicles to electric would reduce Town transportation emissions by an additional 9-14 MTCO₂e, or about 1% of the Town's forecasted GHG emissions in 2030."

The current diesel-powered street sweeper conservatively produces approximately 3.83 metric tons of CO₂e over the course of 15 days of operation. For comparison, a passenger vehicle that drives 15,000 miles with a fuel efficiency of 25 MPG (miles per gallon) would produce 5.3 metric tons of CO₂e.

Financial Impact:

The Town anticipates a \$269,709.17 savings on the procurement of the street sweeper, based on 2025 pricing. Staff does not anticipate receiving the same level of funding assistance from any currently identified funding source.

Recommendation:

Based on the lack of available funding assistance coupled with the monetary discount provided by the manufacturer, Town staff recommends approval of purchasing the EV street sweeper with the total price of \$400,311.83

Proposed Motion:

A Council member should make a "motion to approve the procurement of the EV Street Sweeper within the 2025 budget season" followed by a second and roll call vote.



Staff Report

October 6, 2025

To: Mayor and Town Council

Prepared By: Dannah Leeman Gore, Sustainability Coordinator

Subject: Discussion and Possible Direction on Leveraging Sanitation Revenues for Compost and Town Cleanup

Summary:

This report provides Council with options to reduce residential compost program costs and offset Town Cleanup costs. Staff seeks direction on whether surplus sanitation revenues should be allocated to support compost subsidies, offset Town Cleanup costs, or whether Council has interest in adjusting the fee schedule for 2026.

Background:

The Towns of Crested Butte and Mt. Crested Butte partnered with Elements Mountain Compost (EMC), a Salida-based company, in June 2024 to launch a pilot residential drop-off compost program. The initiative supports the Town's 2030 Climate Action Plan, which calls for increasing landfill diversion through new waste reduction programs. Members currently pay \$17/month for access to the drop-off site at the Chamber of Commerce building. The program is open to all residents from Crested Butte South to Mt. Crested Butte and has 61 active members, up from 51 earlier in 2025. EMC also serves three commercial customers locally. Membership has historically remained around 50 households.

Both municipalities subsidize the program at a combined maximum of \$42,000 per year, split equally (\$21,000 each). As households subscribe, member fees reduce the Town's share. Crested Butte's actual subsidy in 2024 (June–Dec) was \$12,245. With about 60 memberships projected through year-end, the 2025 subsidy is estimated at \$16,500.

Save-as-You-Throw (SAYT)

SAYT was identified as a Town 2025 strategic goal to reduce waste disposal and increase diversion. The program allows households to reduce monthly costs by selecting smaller trash bins. In partnership with WM, SAYT is scheduled to launch in October 2025 following a bin-selection window that closed August 29. Out of 1,138 households served, 52% (590) selected a bin size:

- 36% (410) downsized from 96 gallons to 64 or 32 gallons,
- 4% (43) upsized to 96 gallons,
- 12% (137) remained at 96 gallons.

The remaining 548 households did not respond and will remain at their current bin size.

Previous Council Action:

- **Spring 2024** – Council directed staff to launch compost pilot with EMC.
- **April 2025**– Council reviewed SAYT pricing scenarios. Council directed staff to implement the “moderate” conversion rate pricing and required SAYT funds remain separate from compost subsidies until bin selection rates were confirmed. Council requested analysis of reducing compost membership costs to \$5 or \$10.
- **August 2025** – Council approved ordinance changes codifying SAYT and adopted Resolution 21 (Series 2025) amending the Town’s fee schedule.

Discussion: Leveraging Sanitation Revenues

For 2026, SAYT revenues (furthermore referred to as “sanitation revenues”) are projected at \$483,167, with expenses of \$363,263, resulting in an estimated \$119,904 surplus. Since compost collection and disposal is part of the broader solid waste system, Council may direct using this surplus to offset sanitation costs. Alternatives include:

- Offsetting the costs of Town Cleanup (\$7,500)
- Subsidizing the compost program (drop-off or curbside),
- Lowering SAYT fees for the 2026 fee schedule, or;
- Combining these strategies

Table 1. Projected Sanitation (SAYT) Revenue and Expenses 2026

Size	Estimated Count*	New Fee - Oct 2025	WM Costs	Total Revenue/Month - New Fees	Monthly Fees Due to WM
32	164	\$24.62	\$23.52	\$4,037.68	\$3,857.28
64	246	\$27.23	\$24.13	\$6,698.58	\$5,935.98
96	728	\$40.56	\$28.13	\$29,527.68	\$20,478.64
Total	1138		Total Rev/Mo	\$40,263.94	\$30,271.90
			Total Annual Rev	\$483,167.28	\$363,262.80
				Program Annual Gain (Loss)	\$119,904.48

***Waste Management failed to provide final counts for bin sizes in time for this staff report.**

Households who did not indicate a bin size (548) were estimated at 60% 96-gallon, 20% 64-gallon, and 20% 32-gallon for the purposes of these projections.

Reducing Compost Membership Pricing with Sanitation Revenue

Under EMC’s current pricing model, Town subsidies to the drop off compost program decline as memberships increase, with a target of 250 households for the program to operate unsubsidized. If the Town instead sets a fixed household rate (\$5 or \$10/month), EMC requires a fee that guarantees a certain level of memberships (150 at \$5/month or 250 at \$10/month). Tables 2 and 3 demonstrate Town of Crested Butte drop off compost subsidy costs to reduce monthly membership pricing per household. The subsidy per household the Town pays decreases slightly with a significant increase in memberships.

Table 2. Town subsidies to reduce drop off compost fees to \$5/month

Residential Drop Off Customer Cost = \$5/month			
Monthly Subsidy	Annual Subsidy	Number of Residential Subscribers	Monthly Subsidy per Household
\$1,800	\$21,600	Up to 150	\$12
\$2,400	\$28,800	200	\$12
\$3,000	\$36,000	250	\$12
\$5,000	\$60,000	500	\$10
\$9,000	\$108,000	1100	\$8

Table 3. Town subsidies to reduce drop off compost fees to \$10/month

Residential Drop Off Customer Cost = \$10/month			
Monthly Subsidy	Annual Subsidy	Number of Residential Subscribers	Monthly Subsidy per Household
\$1,750	\$21,000	Up to 250	\$7
\$2,450	\$29,400	350	\$7
\$3,000	\$36,000	500	\$6
\$5,500	\$66,000	1100	\$5

Curbside Pickup

Additionally, sanitation revenues could be leveraged to lower the monthly household costs of a curbside compost pickup program. This subsidy would be in addition to the drop off compost costs unless the total annual subsidy amount was greater than or equal to \$21,600. For example, if Council chooses to subsidize a curbside program at the 20 residential subscriber level (see Table 4), the residential compost drop off program would need to remain in place with an annual subsidy at \$13,920.

Table 4. Town subsidies to reduce curbside pickup compost fees to \$15/month

Residential Curbside Customer Cost = \$15/month					
Monthly Subsidy	Annual Subsidy	Residential Subscribers	EMC Rate*	Household Monthly Rate	Monthly Subsidy per Household
\$640	\$7,680	20	47	\$15	\$32
\$3,000	\$36,000	100	45	\$15	\$30
\$6,750	\$81,000	250	42	\$15	\$27
\$12,000	\$144,000	500	39	\$15	\$24
\$24,200	\$290,400	1100	37	\$15	\$22

Table 5. Town subsidies to reduce curbside pickup compost fees to \$25/month

Residential Curbside Customer Cost = \$25/month					
Monthly Subsidy	Annual Subsidy	Residential Subscribers	EMC Rate*	Household Monthly Rate	Monthly Subsidy per Household
\$440	\$5,280	20	47	\$25	\$22
\$2,000	\$24,000	100	45	\$25	\$20
\$4,250	\$51,000	250	42	\$25	\$17
\$7,000	\$84,000	500	39	\$25	\$14
\$13,200	\$158,400	1100	37	\$25	\$12

*The EMC rate decreases slightly for the curbside pickup program due to efficiencies at scale.

The 2024 Town Census found that 806 residential units in town are occupied by full-time residents. Curbside compost program participation rates in the US are generally low, with the national average around 20%. Some programs, like Minneapolis's have achieved over 50% participation through consistent outreach and engagement. If Crested Butte had a 30% participation rate that would equal 341 of total residential customers, or 241 of the full-time residents.

2026 SAYT Fee Reduction

Instead of—or in addition to—compost subsidies, Council may consider lowering SAYT fees in the 2026 schedule. Staff have provided a few fee reduction scenarios that would reduce sanitation revenues, offset Town Cleanup and composting, or alternatively, provide minimal to no revenue to only meet WM fees. Staff focused on lowering SAYT fees mainly for the 64- and 32-gallon bins to incentivize more residents to make the switch to a smaller bin during the next bin selection period (August 2026).

Scenario 1: Lower Cost to Residents on 64- and 32- gallon bins

This scenario reduces the fees for the 64- and 32- gallon bin sizes by 30%, while still leaving revenue to significantly expand compost subsidization and offset Town Cleanup costs (\$7,500). Revenues decreased by approximately \$38,651.

Table 6. 30% fee reduction for 64- and 32-gallon bins

Size	Count	Possible New Fees (Jan 2026)	WM Minimums	Total Revenue/Month - New Fees	Monthly Fees Due to WM
32	164	\$17.23	\$23.52	\$2,826.38	\$3,857.28
64	246	\$19.06	\$24.13	\$4,689.01	\$5,935.98
96	728	\$40.56	\$28.13	\$29,527.68	\$20,478.64
Total	1138		Total Rev/Mo	\$37,043.06	\$30,271.90
			Total Annual Rev	\$444,516.74	\$363,262.80
				Program Annual Gain (Loss)	\$81,253.94

Scenario 2: Meeting minimums (compost + Town Cleanup)

This scenario significantly reduces the 64- and 32-gallon bin fees and slightly reduces the 96-gallon fee. The result is a program annual gain that meets EMC's operational minimum to reduce household composting fees (\$21,600) and offsets Town Cleanup costs (\$7,500), with approximately \$3,663 leftover. Revenue is reduced by \$87,141.

Table 7. Reduced SAYT fees to reduce revenue and offset sanitation costs

Size	Count	Possible New Fees (Jan 2026)	WM Minimums	Total Revenue/Month - New Fees	Monthly Fees Due to WM
32	164	\$10.05	\$23.52	\$1,648.20	\$3,857.28
64	246	\$15.00	\$24.13	\$3,690.00	\$5,935.98
96	728	\$38.00	\$28.13	\$27,664.00	\$20,478.64
Total	1138		Total Rev/Mo	\$33,002.20	\$30,271.90
			Total Annual Rev	\$396,026.40	\$363,262.80
				Program Annual Gain (Loss)	\$32,763.60

Scenario 3: Minimal revenue

This scenario provides a close-to breakeven option. Adjusted fees result in revenue as close to zero while still providing financial incentive for residents to reduce their bin size from a 96-gallon to a 64- or 32-gallon bin. All bin size fees have been reduced from current pricing. With a significant fee reduction and small revenue margins, the Town risks a large conversion to a 32-gallon bin size in August 2026 which may result in another fee schedule change to ensure that the Town remits the required fees to WM.

Table 8. Reduced SAYT fees to result in minimal sanitation revenues

Size	Count	Possible New Fees (Jan 2026)	WM Minimums	Total Revenue/Month - New Fees	Monthly Fees Due to WM
32	164	\$9.00	\$23.52	\$1,476.00	\$3,857.28
64	246	\$15.10	\$24.13	\$3,714.60	\$5,935.98
96	728	\$34.48	\$28.13	\$25,098.53	\$20,478.64
Total	1138		Total Rev/Mo	\$30,289.13	\$30,271.90
			Total Annual Rev	\$363,469.54	\$363,262.80
				Program Annual Gain (Loss)	\$206.74

Colorado Extended Producer Responsibility (EPR)

Colorado's HB 22-1355 (passed June 3, 2022) created a statewide recycling reimbursement system to reduce financial burden on local governments for recycling and place the cost of recycling back on the producer. While primarily for paper and packaging, the law also includes compostable

packaging, which EMC accepts. This may provide partial or total cost relief for the compost program, though more research is needed. Local governments can begin applying for reimbursements on Nov. 3, 2025.

Climate Impact:

Since June 2024, EMC has collected 30,736 lbs of food waste from households and 6,328 lbs from businesses, diverting material equivalent to 18.2 MTCO_{2e}. EMC provides finished compost for sale. About 8 cubic yards has been returned locally for landscaping and gardening. Food waste diversion avoids methane emissions (25x more potent than CO₂) and promotes carbon storage in soils.

Financial Impact:

Crested Butte currently subsidizes the program up to \$21,000 annually, though actual costs have been lower. Additional subsidies for reduced membership rates or curbside services would increase costs accordingly. Current spending equates to \$1,579 per MTCO_{2e} reduced.

Recommendation:

Staff recommend that Council members discuss and provide direction related to:

- Allocating sanitation revenue surplus funds toward compost subsidies in 2026 with the following options:
 - Increase the existing compost subsidy for the drop-off program resulting in a \$5 or \$10/month cost to residents;
 - Establish a subsidy for a curbside compost program resulting in a \$15 or \$25/month cost to residents
- Whether to also offset Town Cleanup costs, and;
- Whether to consider lowering overall SAYT pricing as part of the 2026 fee schedule.

Attachments:

- Elements Mountain Compost (EMC) Program Impact Report



Crested Butte Area Composting Progress Report – September 2025

Summary

With support from the towns of Crested Butte and Mt. Crested Butte, Elements Mountain Compost began a pilot food waste collection program in the North Gunnison Valley in June of 2024. Residents can subscribe to drop off their food waste at a community collection point in Crested Butte where Elements gathers and transports the organics to its commercial composting facility. Elements also offers curbside commercial compost collection. This report summarizes the customer participation and waste diversion achieved through September 25, 2024.

Current Customers

Total Active Households – 61

These customers are currently subscribed to the Crested Butte drop-off program. Twenty five percent of customers indicated they are from Mt. Crested Butte, 12% are from CB South.

Total Inactive Households – 14

These customers signed up for the program and have either cancelled or paused their subscription. Some are seasonal residents who pause while they are residing out of county and several have indicated that they would prefer a curbside collection program.

Total Commercial Customers – 3

Montanya Distillery, Crested Butte Personal Chefs and Crested Butte Community School are all active participants in the commercial curbside collection program.

Waste Diversion

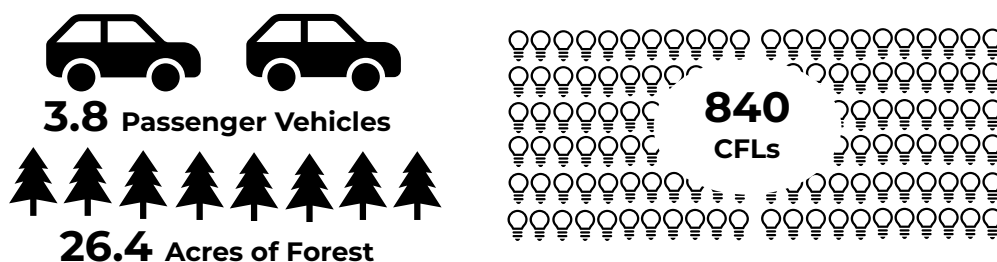
Elements has collected over 40,000 lbs of organic waste since the program's inception. They provided weekly compost collection at the Crested Butte drop off site and collected 30,736 pounds of food waste from residents. The commercial collection program has diverted 6,328 lbs since it began in January 2025. Over 3,000 lbs of event waste was collected from the CB Town Picnic, Mt. CB Town Picnic, the MT. CB Food Truck Competition and Vinotok. This is over 40 cubic yards total of organic waste diverted from the landfill and transformed into compost for local agriculture. Elements has also delivered about 8 yards of finished compost back to Crested-Butte area residents for use in landscaping and gardening projects.



Carbon Footprint Reduction

Composting food waste instead of sending it to the landfill can help reduce methane emissions by up to 95%, according to the EPA. In a compost pile, organics decompose aerobically and do not release as much potent greenhouse gas. Additionally, the nutrients in the food waste are recycled into a compost soil amendment and carbon is sequestered in the soil when finished compost is applied to gardens and agricultural lands.

The waste diverted to date is equivalent to reducing about 18.2 metric tons of CO₂ equivalent from the atmosphere, or removing 3.8 passenger vehicles from the road, replacing 840 lightbulbs with CFLs or saving 26.4 acres of forest for carbon sequestration. Data calculated using the [EPA WARM Waste Reduction Model](#).



For questions about this report or more information on Elements Mountain Compost please visit www.elementscompost.com or contact info@elementscompost.com



City of Gunnison City Council Agenda

Regular Session

Tuesday, September 23, 2025 at 5:30pm

Council meeting is held at City Hall, 201 West Virginia Avenue, Gunnison, Colorado 2nd floor Council Chambers with [Zoom remote access](#).

Approximate meeting time: 90 minutes

The public may attend this City Council meeting in-person or via Zoom with phone or computer access. For remote access please use [Zoom Registration](#).

I. Presiding Officer Calls Regular Session to Order (silent roll call)

II. Announcements

Background: Council and/or City Staff may give announcements related to upcoming City events, projects, or acknowledgements.

Staff Contact: Council and City Staff

Public Comment: not applicable.

Action Requested of Council: No action requested; updates only.

Estimated Time: 10 minutes

III. Western Colorado University Liaison Announcements

Background: During the academic year, the Western Colorado University Liaison may give announcements related to upcoming University events and programs.

Public Comment: not applicable.

Action Requested of Council: No action requested; updates only.

Estimated Time: 5 minutes

IV. Public Input

At this time, members of the public may provide comments to Council in English or Spanish on topics that are not on the agenda. Any questions will be received as comments and potentially responded to by the appropriate staff or Council member, following the meeting. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.

V. Consent Agenda

None.

VI. Proclamations, Recognitions, and Appointments

None.

VII. Old Business

A. Notice to Terminate the Intergovernmental Agreement with the Gunnison Valley Regional Housing Authority and Associated Actions

Background: The City of Gunnison is a participating member in the Intergovernmental Agreement (IGA) that established the Gunnison Valley Regional Housing Authority (GVRHA), originally formed in 2012 and most recently amended in January 2025. The GVRHA Board proposed to transfer the functions of GVRHA to the Gunnison County Housing Authority, which will result in significant structural change in the regional housing delivery model and directly affect the City's role as a member agency to the current IGA.

Staff Contact: Amanda Wilson, City Manager

Public Comment: limited to three minutes per speaker.

Actions Requested of Council: 1) Consider a motion to authorize the Mayor to sign the IGA Termination Notice to the Gunnison Valley Regional Housing Authority, as Presented; and 2) Consider a motion to authorize the Mayor to sign the Letter to Gunnison County requesting an IGA for Housing Authority Services, as presented.

Estimated time: 20 minutes

B. Draft On-Street Parking Code Regulations

Background: The City has conducted an on-street parking assessment, held several open houses, and promoted an online survey to assess parking concerns and possible solutions. The results of this public engagement were presented during the August 12, 2025 regular City Council meeting. Following the presentation and discussion, City Council provided staff with conceptual direction on draft code revisions, which are enclosed for discussion and refinement.

Staff Contact: Amanda Wilson, City Manager

Public Comment: limited to three minutes per speaker.

Action Requested of Council: No action requested; discussion only.

Estimated time: 30 minutes

VIII. New Business

A. West Elk Hockey Association (WEHA) Lease Agreement

Background: The City of Gunnison has entered into a Facility Rental Agreement annually with WEHA since their inception. The terms of the agreement include the cost of ice time, advertising fees, payment terms, fundraising stipulations, and more.

Staff Contact: Dan Vollendorf, Parks and Recreation Director

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to authorize the City Manager to execute into a Facility Rental Agreement with the West Elk Hockey Association for the 2025-2026 season, as presented.

Estimated time: 10 minutes

B. Resolution No. 18, Series 2025: A Resolution of the City Council of the City of Gunnison, Colorado, Rescheduling the November and December 2025, Regular Session Meetings

Background: Per the City Charter, the Council shall provide by resolution for the time and place of its regular meetings and shall hold at least one regular meeting each month. Currently, the Regular Sessions in November and December fall on Veterans Day and within the holiday weeks, and it is recommended that they be rescheduled to ensure a quorum.

Staff Contact: Erica Boucher, City Clerk

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to approve **Resolution No. 18, Series 2025:** *A Resolution of the City Council of the City of Gunnison, Colorado, Rescheduling the November and December 2025, Regular Session Meetings.*

Estimated time: 5 minutes

IX. Regular Session Meeting Adjournment

The City Council Meeting agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded. Meeting minutes are posted at City Hall and on the City website within 10 business days following the meeting at www.gunnisonco.gov. Work sessions are recorded however minutes are not produced. For further information, contact the City Clerk's office at 970-641-8140.

TO REQUEST INTERPRETATION SERVICES OR TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 48 HOURS BEFORE ALL MEETINGS AT 970.641.8140.

City of Gunnison City Council meeting video recordings can be viewed at [City of Gunnison Colorado - YouTube City of Gunnison](https://www.youtube.com/channel/UCv3v3v3v3v3v3v3v3v3v3v3)

City Council official audio recordings and publicly noticed meetings minutes can be viewed at www.gunnisonco.gov

**GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

260

DATE: Tuesday, September 16, 2025 **Page 1 of 3**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; 10/15/2025 to 10/15/2026
 2. Alcohol Beverage License #42-95237-0000; 456 Entertainment LLC dba Tully's; 10/18/2025 to 10/18/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. September 2, 2025 Regular Meeting
 2. September 9, 2025 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing LLC; Facilities; 8/28/2025 to 12/31/2025; \$9,506
 2. Agreement Regarding Assignment of Ground Lease Agreement; Ray Hernandez; Hernandez Family Trust; Gunnison-Crested Butte Regional Airport; 3/6/2025
 3. Grant #8425; Temple Hoyne Buell Foundation; Health and Human Services; 9/1/2025 to 8/31/2026; \$30,000
 4. State of Colorado Amendment #3; 24-HTS-ZL-00208; Juvenile Services; 10/1/2025 to 9/30/2026; \$144,544.40
 5. Family, Friend, and Neighbor (FFN) Training and Support Program Beneficiary Contract; NSN9FAGKEDJ9; Health and Human Services; 7/1/2025 to 6/30/2026; \$42,002.09
 6. Grant Agreement Amendment #2; CTGG1 QAAA 2025-2669; Health and Human Services; 10/1/2025 to 9/30/2026; \$75,000
 7. Community Grant Request Form; Town of Crested Butte; Juvenile Services; \$15,000
 8. Statement of Work; Colorado's Maternal and Child Health Program; Colorado Department of Public Health and Environment; Health and Human Services; 7/1/2025 to 12/31/2026; \$7,863
 9. Acknowledgment of Appointment; Sustainable Tourism and Outdoor Recreation Committee (STOR); Western Colorado University; Remainder of Term ending 2/1/2027; Briget Eastep
 10. Professional Services Agreement; Bright Beginnings Counseling, LLC; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
 11. Subgrant Agreement; Colorado Statewide Parent Coalition; Health and Human Services; 8/27/2025 to 11/15/2025; \$1,150

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

**GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

261

DATE: Tuesday, September 16, 2025

Page 2 of 3

**PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)**

8:35 am

- County Manager's Reports

8:40 am

- Appointment; County Treasurer/Public Trustee
 1. A Resolution and Notice Appointing _____ to Fill the Vacancy Created by the Resignation of the Gunnison County Treasurer
 2. Oath of Office

8:45 am

- Resolution; A Resolution Approving Proposed Loan Transaction of the Board of Trustees for the Gunnison Valley Hospital D/B/A Gunnison Valley Health with PNC Bank, National Association

8:50 am

- Participation Form; CL-1762107; New National Opioids Settlement: Secondary Manufacturers; Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus

8:55 am

- Colorado Counties, Inc. Steering Committees (CCI) Legislative Committee Commissioner Designation Form

9:00 am

- Gunnison Valley Land Preservation Fund Grant Agreements; Crested Butte Land Trust
 1. Cement Creek Ranch Conservation Easement Project; \$125,000
 2. Pristine Point, Lot 18 Long Lake Fee Title Project; \$125,000

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

9:15 am

- Call to Order
- Proclamation; 2025 Suicide Prevention Awareness Month
- West Central Public Health Partnership (WCPHP)
- Regional Public Health Improvement Plan
- Community Health Coalition
- Adjourn

10:00 am

- Break

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (cont'd):

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

**GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

262

DATE: Tuesday, September 16, 2025

Page 3 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

10:10 am

- Vouchers and Transfers (Sales and Local Marketing Tax will be reported on during the October 7th, 2025 Meeting)
- Treasurer's Report
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Executive Session, pursuant to C.R.S. § 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b), conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice, related to proposed Amended and Restated Gunnison Valley Transportation Authority Intergovernmental Agreement.
- Executive Session, pursuant to C.R.S. § 24-6-402(4)(b): Conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to legal issues surrounding Lots 24 and 25, Wilder on the Taylor.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

11:30 am

- Employee Recognition Ceremony

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,, *471302# US (Tacoma)

+13462487799,,82753657556#,,, *471302# US (Houston)

GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MEETING AGENDA – REVISION #1

263

DATE: Tuesday, September 23, 2025 **Page 1 of 1**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

8:30 am

- Tourism and Prosperity Partnership Board Update

9:30 am

- Senator Hickenlooper's and Senator Bennet's Staff; Latest Federal Developments and Gunnison County Priorities

10:30 am

- Break

10:40 am

- Kebler Pass Trailhead Winter Parking Permit Discussion

11:10 am

- **ADDED** Legislative Priorities Discussion
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

From: [H. Allyn](#)
To: parkcrestedbutte@interstateparking.com; [Town Council](#)
Subject: Employee Permit / Parking tickets
Date: Thursday, September 4, 2025 10:18:40 AM

[Some people who received this message don't often get email from igrewthis@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

I work at the Crested Butte Museum 30 hours a week (most weeks longer) I am a salaried employee and make about \$20/hr. (This is one of several jobs btw.)

I recently was parked in the head in parking on 4th in front of LIV Southbys which let's be honest, towards the alley is known as a bit of a gray area for employees (there is no sign right there and most of the realstate office staff will park there all day.) I had in the back of my mind I needed to move but I got caught up at work as we do. It's the end of summer, we're all in absolute survival mode. I usually try not to drive but I needed my vehicle that day to transport some things to storage. I was ticketed and the fine is \$40. This is two hours of work for me just gone.

Poof!

Of course I filed for forgiveness, and I'm really upset my plea was denied. This is the cost of food for a day for my family of four. I have never been ticketed here before, there should be a "slap on the wrist" policy for local workers and further more the museum doesn't even have enough parking passes for the entire staff:

1. Am I able to get an additional parking pass?
2. Pls put up better signs.
3. Working locals should be forgiven when they go through the trouble of appealing.

Thanks for your time,

Heather Allyn Seekatz
FIN+ALLY
860-248-1242

Sent from my iPhone

From: [Cole Stanford](#)
To: [Park Crested Butte](#)
Cc: [Town Council](#)
Subject: Violation dispute
Date: Friday, September 5, 2025 3:42:25 PM

I just got this ticket : 9005387, plate DAV560

I was parked across the street this morning and parked in this spot for less than two hours and was incorrectly ticketed.

This is not a valid ticket - I wasn't here in this spot for two hours.

Cole Stanford
970.209.8434

From: [Cole Stanford](#)
To: [Park Crested Butte](#); [Town Council](#); [Bill Coburn](#)
Subject: Re: Violation dispute
Date: Friday, September 5, 2025 4:36:51 PM
Attachments: [image.png](#)

Some people who received this message don't often get email from cole@stanfordtechservices.com. [Learn why this is important](#)

Actually you can see in the images at 11:44 I'm in the north side of 3rd st, and on the last image where I was ticketed I'm on the south side of the street. Another worker (Bill Coburn) in my building was ticketed for this yesterday as well - the attendant told him that two hours was not for the single spot but for 3rd st in general. Is that the case, and why I was ticketed as well?

Cole Stanford

970.209.8434

On Sep 5, 2025, at 4:05 PM, Park Crested Butte
<parkcrestedbutte@interstateparking.com> wrote:

Hi Cole,

Thank you for reaching out. Please note our records indicate your vehicle was found in the same position during both hourly checks. We recommend trying to park on a different block face if applicable to prevent unnecessary violations. Your dispute has been accepted as a one-time courtesy, no further disputes will be accepted, we hope you have a great day!



Park Crested Butte
(719) 960-7194
parkcrestedbutte@interstateparking.com
www.parkcrestedbutte.com

From: Cole Stanford <cole@stanfordtechservices.com>
Sent: Friday, September 5, 2025 3:42 PM
To: Park Crested Butte
<parkcrestedbutte@interstateparking.com>
Cc: townCouncil@crestedbutte-co.gov
<townCouncil@crestedbutte-co.gov>
Subject: Violation dispute

[EXTERNAL]

I just got this ticket : 9005387,
plate DAV560

I was parked across the street
this morning and parked in this
spot for less than two hours and
was incorrectly ticketed.

This is not a valid ticket - I

wasn't here in this spot for two
hours.

Cole Stanford
970.209.8434

From: [Bill Coburn](#)
To: [Town Council](#)
Cc: [Park Crested Butte](#)
Subject: Parking issue
Date: Monday, September 8, 2025 10:09:05 AM
Attachments: [image001.png](#)

Some people who received this message don't often get email from bcoburn@coburnpartners.com. [Learn why this is important](#)

Good Morning,

I have had a frustrating experience with the parking on 3rd Street between Elk and the Alley. Please see the email train starting at the bottom.

No one can or will explain the rule. The parking guy was quite rude. I thought it was two hours in one spot. They are saying it is any two hours cumulative in the day?!

Thank you for your time, and I appreciate your service

Now they say no further disputes will be accepted? But I feel this wasn't a violation. I brought this to the attention of "Park Crested Butte" but received no response.

I appreciated your time , and thank you for serving on Council.

From: Bill Coburn <bcoburn@coburnpartners.com>
Sent: Friday, September 5, 2025 12:16 PM
To: Park Crested Butte <parkcrestedbutte@interstateparking.com>
Subject: RE: violation 90041187

Thank you.

I don't think this should fall under the category of dispute. This was not a violation.

Can anyone show me the rule that says if you park in the same spot at different times of the day it all counts towards the 2 hours?

From: Park Crested Butte <parkcrestedbutte@interstateparking.com>
Sent: Friday, September 5, 2025 11:18 AM
To: Bill Coburn <bcoburn@coburnpartners.com>
Subject: Re: violation 90041187

Hi Bill,

Thank you for reaching out. Please note our records indicate your vehicle was found in

the same position during both hourly checks. We recommend trying to park on a different block face if applicable to prevent unnecessary violations. Your dispute has been accepted, no further disputes will be accepted, we hope you have a great day!



Park Crested Butte

(719) 960-7194

parkcrestedbutte@interstateparking.com

www.parkcrestedbutte.com

From: Bill Coburn <bcoburn@coburnpartners.com>

Sent: Friday, September 5, 2025 11:08 AM

To: Park Crested Butte <parkcrestedbutte@interstateparking.com>

Cc: Bill Coburn <bcoburn@coburnpartners.com>

Subject: violation 90041187

[EXTERNAL]

Yesterday I parked at 3rd and Elk in the morning. I left and was gone most of the day, returned about 4:00, and happened to park in the same space (the only one available).

I went up to my office for about 3 minutes. I saw the parking guy, he was marking cars right near me. He had to see me pull in.

I came down to find this ticket!!!! I told the parking guy I was parked there for three minutes. He said I am not allowed to park in the same space, that it counts toward the 2 hour time limit!?!!!!!

I have a hard time believing this is the rule.

He was rude, and would not take the ticket back. He said why didn't I park in another space?

He said this is the rule.

This system is so flawed.

My plate number is CLGE51

Ford, F-150, white

Please respond to this email.

BILL COBURN

PRESIDENT

COBURN

970-349-1366

970-209-1405 cell

232 Elk Ave.

PO Box 901

Crested Butte, CO 81224

coburnpartners.com

From: [J](#)
To: [Town Council](#)
Subject: Thoughts on several issues
Date: Monday, September 8, 2025 2:31:12 PM

Some people who received this message don't often get email from johnnabobb@gmail.com. [Learn why this is important](#)

Hello,

We have been wanting to write for a bit but this summer has been nuts. Here is some of our input.

The Center for the Arts: Why would the town just give up a title to a property that is in a PRIME location and a huge asset to OUR town. The fact that they have a free (not technically but pretty much!) lease and that isn't enough for some funders, is ridiculous. The taxpayers of the town own that property and it should NOT be given away. There are so many investors in that building that will not let it sink. After being involved in the non-profit sector for decades, language can be added/changed in a lease to help with grant writing for funding. Funders actually like supportive partnerships. It seems reclus and a misrepresentation of the voting taxpayers of town to just hand over the title to one of our major assets to the town.

The change in zoning: NO taller height allowed anywhere in the corridor, or pretty much North of Belleview's South side. Don't take away parking - AT ALL - until and unless solutions are put into place first. People drive for various reasons and bikes and buses are not always realistic!

As far as requiring sprinklers in all residences and single family homes, that is over reach and too much. Of course the fire marshal is going to recommend that every build has one, that is their job and priority. Let's be reasonable and realistic, it's not necessary. Maybe the millionaire's moving in can wave that cost off but not your average family. If the town is going to require an energy audit then the town needs to cover it or help. It's too much and the town is already over-reaching, in our opinion, in regards to mandating all electric builds. Electricity is not all clean energy and as we all know electric grids go down. GCEA sent out notices this summer to reduce use on certain days due to stressed grids. Enough mandating again, already. Balance, as with most things, in life is a good thing.

New developments/affordable housing: STOP! Our town's infrastructure is falling apart. Our streets are overrun with traffic, our trails, our water are all being stressed and the lack of rain/moisture this year is adding to the stress everywhere. We know we have water in reservoirs for the town but who is not concerned at the minimal water flowing in our rivers right now? These are the headwaters, they are a

trickle and it's scary.

Whetstone coming on is scary! We see the first stop lights coming and fast! It's dangerous and scary trying to get onto 135 from any down valley area and accidents are happening more and more at those areas. Fact is every development in the upper valley uses OUR town for pretty much everything. Food, grocery, parks, entertainment, rec programs as well as access to all the trails, no matter the mode of experiencing them. WE the taxpayers are paying the price and to be frank, we are tired of 'sporting' everyone else in the upper valley in every way. Until we see, live and know the impact on our town from this development, which is going to be huge and felt very much, NO MORE! This includes affordable housing developments. We, as a town, have done our job. We're with Mark Reaman when asking "when is enough, enough?" Every person cannot live in CB or at this end of the valley, it's just not reality. Our sense of community, our 'rough' edges (that might still exist) and the fun/funkyness that makes Crested Butte an amazing community, IS fading. Other areas need to step up and do their part - we have. We are tired of subsidising and feeling like WE, the town of CB has to solve and provide for the rest of the valley. CBS needs to incorporate! All areas outside of town limits need to pay for our fields and services through 'out of town' user fees and registrations. It's ridiculous this isn't happening yet and is NORMAL in any other metropolitan area.

We could go on and on so I'll stop, hopefully, you get the gist. We appreciate all you do and the dedication to the Town of CB and by asking and listening to your constituents.

Sincerely,

Johnna & Bob Bernholtz

From: Dave Schneider
To: Dave Schneider
Subject: Parking problem
Date: Wednesday, September 20, 2018, 1:52:52 PM

[Some people who received this message don't often get email from dschneider727@gmail.com. Learn why this is important at <https://aka.ms/whythisisimportant>]

No wonder we have a parking problem in town. I took the photo below on Tuesday just before 6:00 pm.

Wouldn't it make sense to allow evening parking on unoccupied building sites so people can have access to restaurants?



Dave Schneider
Sent from my iPhone

From: [Murray Wais](#)
To: [Town Council](#)
Cc: [Jillian Liebl](#)
Subject: Art Center
Date: Thursday, September 11, 2025 5:41:07 PM

Some people who received this message don't often get email from murray@mspfilms.com. [Learn why this is important](#)

To the esteemed council

The Art Center is such a valuable part of our community. Please transfer ownership of the building to Arts Center Non profit, so they can effectively invest toward the future.

They need the power to manage the obstacles facing them.

Thank you

Murray Wais

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