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
***Tuesday*, August 5, 2025**

Meeting information to connect remotely:
https://us02web.zoom.us/j/83824339576
Join via audio: +1 719 359 4580 US +1 253 205 0468 US +1 669 444 9171 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 +1 689 278 1000 US
Webinar ID: 838 2433 9576

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.

6:00 WORK SESSION

1) Parks, Recreation, Open Space and Trails (PROST) Plan Update.
Staff Contact: Parks, Recreation, Open Space and Trails Director Janna Hansen

6:45 2) Discussion with the Crested Butte Land Trust on the Kapushion-Spehar Wetlands Acquisition and Conservation Easement Project.
Contact: Crested Butte Land Trust Executive Director Jake Jones

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) July 21, 2025 Regular Town Council Meeting Minutes.
Staff Contact: Town Clerk Lynelle Stanford

2) (First Reading) Ordinance No. 8, Series 2025 - An Ordinance of the Crested Butte Town Council Approving the Ground Lease of a Portion of the Property at 602 Elk Avenue to the Corporation of the Gunnison County Electric Association.
Staff Contact: Town Manager Dara MacDonald

3) The People's Fair Special Event Application Closing Elk Avenue from 2nd Street to 4th Street and 3rd Street from Alley to Alley on Saturday, August 30, 2025, and Sunday, August 31, 2025.
Staff Contact: Town Clerk Lynelle Stanford

4) Lot 18 at Pristine Point Funding Agreement.
Staff Contact: Recreation, Open Space and Trails Supervisor Joey Carpenter

5) Resolution No. 20, Series 2025 - A Resolution of the Crested Butte Town Council, Approving the New National Opioids Settlement with Purdue and the Sackler Family.
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 or take action on a subject brought up during Public Comment that discussion should be held 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) 2024 Audited Financial Statements and Letter to Governing Board.
Staff Contact: Interim Finance Director Rob Sweeney

7:30 PUBLIC HEARING

1) (Second Reading) Ordinance No. 6, Series 2025 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 3rd Street to the Corporation of the Rocky Mountain Biological Laborary at Gothic.
Staff Contact: Public Works Director Shea Earley

7:35 2) Hearing to Show Cause, if any, why Crested Butte Market LLC's (doing business as Clark's Market) Fermented Malt Beverage and Wine License No. 04-00825 should not be suspended or revoked for having violated provisions of Colorado State Statute and the Town of Crested Butte Municipal Code related to their Liquor License Renewal Application.
Staff Contact: Town Attorney Karl Hanlon

8:05 **NEW BUSINESS**

1) (First 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

8:35 2) Resolution No. 19, Series 2025 - A Resolution of the Crested Butte Town Council Adopting the Fund Balance Reserve Policy, Effective August 5, 2025.
Staff Contact: Interim Finance Director Rob Sweeney

8:50 3) (First Reading) Ordinance No. 7, Series 2025 - An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 13, Article 5 of the Crested Butte Municipal Code.
Staff Contact: Public Works Director Shea Earley

9:00 **COUNCIL REPORTS AND COMMITTEE UPDATES**

9:05 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:10 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, August 18, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, September 2, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, September 15, 2025 - 6:00PM Work Session - 7:00PM Regular Council

9:15 **EXECUTIVE SESSION**

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 acquisition of open space.

10:00 **ADJOURNMENT**

Staff Report
8/5/25

To: Mayor and Town Council

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

Thru: Dara MacDonald, Town Manager

Subject: Work Session - PROST Plan Update

Summary: We will cover the following topics during the work session:

1. June community engagement recap
2. Revised Challenge & Opportunity Statements
3. Next steps in the planning process

Discussion:
Attached is a SWOT analysis that captures the strengths, weaknesses, opportunities, and threats that have been identified through our public outreach events, stakeholder and Advisory Committee meetings and our Level of Service Assessment that compares where CB PROST is with other similar mountain communities.

The Challenge and Opportunity Statements also identify how we can be an active regional partner and some tradeoffs that will need to be considered when evaluating opportunities.

Next Steps:

- Continuing conversations with stakeholders
- Begin drafting PROST Plan success measures using Compass framework
- Next community engagement opportunity October 1, 2025

Questions for Council:

- Would you like to add anything to the SWOT analysis?
- Would you like to add anything to the Challenge and Opportunities Statement?

CRESTED BUTTE
PARKS | RECREATION
OPEN SPACE | TRAILS

Crested Butte PROST Plan

Planning for the Future of Crested Butte's Parks, Recreation, Open Space & Trails

GUIDING GOAL STATEMENT

Optimize the Town's parks, recreation, open space, and trail (PROST) resources to better meet the community's needs, while being responsible stewards of the environment and actively partnering to support the growing demands of the broader region.

Challenge & Opportunity Statements

As we grow, we face some real challenges and exciting opportunities. Together, we can make smart choices that reflect who we are and what we value as a community.

Here are five key focus areas grounded in the values of the Community Compass and how we're thinking about each one:

1. Department-Wide – Navigating Growing Demand vs. Capacity & Funding

Challenge:

Crested Butte's small but mighty PROST team is the primary provider of parks and recreation services in a region that's growing rapidly beyond the Town's boundaries. As demand from surrounding areas increases, our limited resources are stretched thin, creating pressure to meet growing regional needs.

Opportunity:

The Town can optimize by…

- Continuing to improve our facilities to absorb some of the growing demand
- Expanding our facilities and amenities in small, manageable ways that align with the Community Plan and Compass values
- Creating a formal cost recovery model that will help us meet the demand with a sustainable financial model

The Town can be an active regional partner by…

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- Continuing to support the non-profit program providers who rely on our spaces and provide invaluable services
- Partner with the MetRec and other North Valley population centers like CB South and Mt. CB to collaborate on initiatives recommended in the Regional Master Plan
- Partner with Gunnison County through their work on the Corridor Plan to develop a regional strategy for addressing community needs for parks, trails, and facilities

Some tradeoffs to consider will be…

- Prioritized budgeting for larger scale projects like Jerry's Gym and Rainbow Park renovations
- Prioritizing staff and budget resources for regular programming and maintenance
- Prioritizing spaces and funding for PROST uses even with competing needs like affordable housing and other development needs

Let's plan boldly. We can work smarter - building strong partnerships, setting clear priorities, and using our budget wisely to serve the whole valley.

Rooted in who we are, we are ready to step up and committed to using our resources wisely.

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2. Parks – Solving the multi-use puzzle

Challenge:

Our parks are where we celebrate, mourn, gather, and play. They're the heart of our community, yet they're often at or over capacity during peak times. Crowds are up, wear and tear happen fast, and for much of the year, they're buried under snow. Balancing year-round care with heavy seasonal use is getting harder to handle every year. Upgrades and renovations are costly, and there are limited opportunities for new park space in Town.

Opportunity:

The Town can optimize by…

- Leveraging existing parks and amenities to expand opportunities for multi-use
- Creating thoughtful efficient parks and facility schedules that optimize use

DRAFT

- Choosing durable construction materials that will last for many years and stand up to our winters and intensity of use
- Budgeting appropriately for future maintenance costs
- Working with community partners to formalize space for unmet needs like pickleball and community gardens

The Town can be an active regional partner by…

- Supporting our regional partners in building and maintaining other recreation spaces that are not in town

Some tradeoffs to consider will be…

- High quality construction materials are costly and funding is limited
- Shared spaces for multi-use programming must be carefully managed for equitable user group allowances and could lead to friction among groups
- Schedules must be thoughtfully planned so as not to exhaust our amenities (think overuse of fields = grass won't grow)

This is our chance to invest in creative, flexible spaces that feel like Crested Butte. By improving what we have and planning smart updates, we'll keep our parks safe, fun, and ready for the next generation.

Celebrating community with spaces that feel like us and work for everyone.

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3. Recreation – Solving Capacity Limitations

Challenge:

Our community relies on recreation programs not just for play, but for connection and often critical childcare, for working parents. However, we don't have enough indoor space, especially during the long winter months. Jerry's Gym is inadequate and in need of significant investment; it's tough to recruit and retain coaches, and waitlists for youth programs continue to grow. Demand is outpacing our capacity to deliver.

Opportunity:

The Town can optimize by…

- Prioritizing enhancement of Town-owned facilities like Jerry's Gym and Big Mine and considering investment in rec facilities with the redevelopment of Station 1

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- Facilitating/empowering community champions/partners like WESA, WEHA, School of Dance, Devo, and CB Nordic to provide recreational programming
- Continuing to grow opportunities for Town to partner with local organizations for use of existing facilities (think climbing at Adaptive & gym use at CBCS)
- Providing robust training, incentives, and competitive pay to recruit and retain coaches

The Town can be an active regional partner by…

- Looking beyond our borders for the use and support of regional amenities to satisfy the demand for key programs
- Collaborating with our partners to meet the needs of the broader community

Some tradeoffs to consider will be…

- Competing uses for existing Town spaces
- We may have to travel a little father to access some amenities like swimming pools and whitewater parks
- Prioritizing limited capital and maintenance funds for facilities

Let's reimagine recreation: renovate spaces like Jerry's Gym and get creative with potential uses of the Fire Station, team up with local partners, and think outside the box around uses for our existing spaces.

We expand opportunity when we invest in what brings people together.

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4. Open Space - Creating a Unified Vision for Open Space and Conservation

Challenge:

We've protected a lot of land but it's been piece-by-piece. Without a clear strategy and vision for conservation, we risk missing out on future opportunities, especially as land prices climb. We have begun to focus on stewardship in recent years and should continue to build on that momentum to ensure that open lands maintain their conservation values, but we lack a stewardship strategy.

Opportunity:

The Town can optimize by…

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- Creating a clear climate-resilient strategy and vision for conservation, open space acquisition, and stewardship
- Defining "open space" for our community
- Developing an active stewardship plan
- Leveraging relationships with private landowners and conservation partners to achieve OS goals such as landscape scale projects and trail connectivity

The Town can be an active regional partner by…

- Collaborating with our conservation partners like CBLT, 1% for Open Space, and Gunnison Ranchland to strategically invest limited dollars
- Strategically aligning conservation of properties with recommendations from the Corridor Plan for a regional land use strategy

Some tradeoffs to consider will be…

- Conservation opportunities will need to be carefully weighed in order to put our money to its best use
- Addressing the pressures to use open space properties for other community priorities such as solar gardens, municipal water, and housing

Let's create a clear, shared vision for open space. That means setting priorities, using our RETT funding wisely, aiming to maintain public access, biodiversity and ecosystem services in the face of a changing climate, and working with partners to protect what makes Crested Butte so special.

Celebrating nature and honoring our conservation roots while planning together for the future.

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5. Trails – Creating a Connected and Accessible Network

Challenge:

We're surrounded by a network of incredible trails, several of which are accessible right from town. However, trailheads are congested, and the impacts of over-use are growing both in town and in surrounding areas. Given the Town's amazing proximity to a vast array of trails, Town is well positioned to serve as a "trailhead", though it is not currently convenient or intuitive for people to use it as such. Non-motorized access

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through Town lacks connectivity, and key community centers and neighborhoods lack clear bike/ped connections.

Opportunity:

The Town can optimize by…

- Prioritizing gaps through wayfinding, clear, intuitive in-town trailheads, and making pedestrian and bike connections over Coal Creek
- Enhancing existing neighborhood connections to community centers (think CBCS to Big Mine and quiet pathways to safely navigate town)
- Implementing non-motorized recommendations identified in the Transportation and Mobility Plan

The Town can be an active regional partner by…

- Collaborating with regional partners like STOR, the MetRec, and CBMBA to identify and improve trail connections from Town to regional systems
- Improving trails on Town conserved lands to accommodate focusing use close to town

Some tradeoffs to consider will be…

- Recognizing that many of our trail systems have a patchwork of owners so projects outside of Town boundaries will require strong community partners
- Limited funding for winter maintenance of new in-town connections
- Acceptance of in-town connector paths by neighbors

By improving trail connections, we can build a truly car-free system that links Crested Butte's community hubs to each other and our surrounding trail network. Think: sidewalks, wayfinding, and a perimeter trail that keeps people moving and connected.

Building trails that connect people to nature and each other.

Let's Shape the Future, Together

The PROST Plan is a community effort. These ideas reflect what we've heard from you so far and there's more to come! We hope you'll stay involved, share your thoughts, and help shape the next chapter for the places we love.

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PROST SWOT Analysis Overview

	Positive	Negative
Internal/Current	**Strengths** Level of Service Data Takeaways Community Engagement Takeaways	**Weaknesses** Level of Service Data Takeaways Community Engagement Takeaways
External/Future	**Opportunities** Level of Service Data Takeaways Community Engagement Takeaways	**Threats** Level of Service Data Takeaways Community Engagement Takeaways

Parks SWOT Analysis

Strengths

- High parkland per capita in town: 14.68 acres of parkland/1,000 residents exceeds national benchmarks.
- High quality athletic fields: As compared to peer communities that are serving soccer, lacrosse, softball, baseball and more.
- Walkability: 100% of Town residents live within a 10-minute walk of a park.
- Diverse amenities: Ice arena, skate park, bike park, playgrounds, and athletic fields that serve the region.
- Well-loved spaces: Town Park, Rainbow Park, and Big Mine Park are particularly heavily used and appreciated. Parks serve as venues for performances, sports, gatherings, and informal play.
- Community gardens: The Red Lady Garden and other garden spaces are greatly appreciated by users, despite informal management structures and minimal infrastructure.
- Artistic and funky features are a community asset: Pocket parks and public art installations are popular and align with CB's creative identity as a Colorado Creative District and National Historic District.

Weaknesses

- Aging infrastructure: The playgrounds at Rainbow Park and Three Ladies Park, Town Ranch, and some pocket parks are deteriorating and not meeting current industry standards or the creative designs desired by the Crested Butte community.
- Lack of formal standards: No established level of service standards for prioritizing tiers of maintenance.
- Limited town involvement in gardens: Red Lady Community Garden needs infrastructure and water-savings improvements, no formal support from Town departments, private fees being collected on public property, word-of-mouth marketing of community gardens leading to inequitable access.
- Limited ADA and non-vehicular access in key locations: Some parks and picnic spots lack wheelchair access.
- Overlapping and uncoordinated oversight: Public Works, PROST, and community groups each play roles in park spaces such as Red Lady Garden and Big Mine Park, resulting in an inefficient use of space (i.e., snow storage limiting winter parking and unformalized garden spaces).

Opportunities

- Renovate key sites: Prioritize park renovations and equipment replacement in the 5-year capital plan (e.g., Rainbow Park, Three Ladies Park).
- Regional partnerships: Leverage regional interest to seek shared funding or development of new parks and recreation amenities.
- Establish maintenance Levels of Service: Categorize parks to guide capital investment and staffing.
- Plan active uses for undeveloped parkland: The 8th St. Greenway is sizeable in acreage and would improve community LOS if improved for warm-month public use.
- Big Mine Park: Additional programming and year-round use of Ice Arena if enclosed (e.g., caged courts desired by WESA). Develop open space per the Big Mine Park Master Plan.
- 8th Street potential: Use snow storage areas as flexible space for seasonal uses—disc golf, pocket parks, or bike/pedestrian trails.
- Enhance access to Coal Creek: Develop public areas such as the west end of Sopris Ave.
- More winter use: Expand non-skiing activities like skating and winter play; enclosing the Ice Arena would extend the season and improve programming.
- Formalize and improve gardens: Secure a permanent site for Red Lady Garden, add new garden sites, and link to education and other programs. Expand botanic garden spaces at the Depot and other underused areas.
- Dedicated pickleball courts: Play in town occurs on shared courts leading to user conflicts and limited play time.

Threats

- Growing regional population: Future population of around 7,500 would drop the parkland ratio to 2.35 acres/1,000 people— well below national benchmarks.
- Regional service burden: The town shoulders a disproportionate share of park users due to limited regional amenities outside of the Town of Crested Butte.
- Lack of leveraging development: New residential developments outside of Town limits may not be required by local government to build or fund new parkland, amenities and trail access.
- High maintenance costs: Current resources are stretched; risk of declining quality and safety.
- Loss of creative identity: How to maintain a mountain "rough edges" identity without becoming "poor quality" or compromising safety as public expectations rise.
- Lack of flexibility on programming snow storage areas: Areas such as 8th St. and Big Mine have missed opportunities for additional programming due to inflexibility around using snow storage areas.

Recreation SWOT Analysis

Strengths

- Extensive programming: 60+ youth programs and 45+ adult programs, covering 16+ sports; above average compared to peer mountain towns. Nonprofit club sport teams supplement recreation that PROST does not offer.
- Staffing costs: Low for the volume of recreation programming offered by the Town.
- Strong community support: 2015 voter- approved .05% Sales Tax funds 78% of PROST operations. Strong support for mill levy increase. Partner programs sell out quickly, events are culturally vital, and local newspaper regularly covers youth and adult sports.
- High participation despite limitations: Programs like adult softball, dance, hockey, and youth sports remain oversubscribed and popular.
- Dedicated partners: Groups like CB School of Dance, WEHA, WESA, CB Nordic and local coaches help deliver strong programs with limited space.
- Diverse offerings: Over 100 recreation programs spanning from Tumble Bugs for toddlers to adult Thai Chi.

Weaknesses

- Limited indoor space: Indoor facilities are undersized and below peer standards; some are inaccessible or reserved for specific groups.
- High waitlists: 50% of programs, especially youth indoor programs, regularly exceed capacity and available instructors.
- Heavy reliance on volunteers: Programming limited by availability of coaches and parent volunteers.
- Winter challenges: Options for indoor recreation are extremely limited for all user groups and indoor space at CBCS is prioritized for school use.
- Inadequate facilities: Jerry's Gym, Pump Room, and activity rooms are outdated, undersized, and lack ADA access or proper flooring.
- Limited field space: Field space is at capacity in the fall and spring seasons and accommodating new programs such as lacrosse further crunches capacity.
- Ice rink limitations: Big Mine offers only 10 weeks of ice, lacks refrigeration and drainage, and reaches –20F.
- Underserved age groups: Few programs for tweens, teens, and seniors despite demand.
- Volunteer burnout: Heavy reliance on volunteer coaches and instructors, who are aging out or declining involvement.

Opportunities

- Redevelop existing public spaces for indoor rec: Alleviate program pressure, reduce waitlists, meet winter needs, and improve equity and regional access (e.g., Jerry's Gym renovation and expansion).
- Develop new spaces with partners: Collaborate with partners like the Center for the Arts, MetRec, Mt. CB, and CBS to develop new indoor shared-use facilities, including sites outside Crested Butte town limits.
- Introduce cost recovery model: Establish a sustainable fee structure with consideration for resident vs. visitor rates.
- Expand staff capacity: Hire more full-time or seasonal staff to support year-round programs and reduce reliance on volunteers.
- Repurposing and partnerships: Broad support exists for a flexible, year-round indoor facility. Opportunities include repurposing Fire Station #1 and partnering with the Center for the Arts on a shared multi-use indoor space.
- Regional facilities collaboration: Share infrastructure across CB South, Mt. CB, and Met Rec.
- Program partnerships: Work with Center for the Arts, School of Dance, and nonprofit groups to expand indoor rec capacity.
- Coaching pipeline: Increase stipends, formalize training, and improve onboarding to retain and recruit coaches. Find opportunities for coaches to coach more than one sport.

Threats

- Unmet indoor demand: The number of indoor facilities is less than peer communities and severely limits winter and year-round programming.
- Increased regional use without support: Demand rising from regional residents without proportional funding or staffing.
- Facility constraints blocking growth: Limited gym space and court sizes restrict class sizes and future expansion.
- Loss of critical spaces: Uncertainty around facilities like the Pump Room puts programs like dance and community events at risk. With no regional public indoor fitness space, residents rely on private options like the Elevation Hotel gym—which will be unavailable in 2026 and beyond due to redevelopment, leaving few alternatives.
- Indoor space bottleneck: High waitlists for programs like basketball and soccer will grow worse without new or renovated facilities.
- Cost barriers: Rising rents, insurance, and staffing costs are putting pressure on nonprofit partners and program affordability. Private gyms expensive for most.
- GOCO grant limits: Enclosing the ice arena could trigger $700K repayment to GOCO.

Open Space SWOT Analysis

Strengths

- Natural resource protection: Open space lands are managed for conservation and recreation. The amount and quality of open spaces purchased with local public funds is well above average for peer communities
- Park integration: In parks like Big Mine and Rainbow, there is a unique adjacency to open spaces with ice rink, trails, view corridors, and recreation facilities.
- Strong public support for conservation: Open space, natural character, and environ-mental protection are top priorities in survey and focus groups.
- Funding base exists: The Town's RETT is 3% of the sales price of real property with 1.5% of that dedicated to Open Space. The community has long been willing to invest in conservation. 2025 RETT Fund balance of $2M for OS.
- Partnership potential: Local organizations (HCCA, 1% for Open Space, CBLT, CBMBA, etc.) are engaged and offer stewardship capacity.

Weaknesses

- Below industry standard for staffing: Only one (1) full-time employee and one (1) seasonal employee are tasked with managing open space, alongside other PROST department duties.
- Unclear Definition of Open Space: The Town lacks a clear and consistent definition of "open space," which limits its ability to strategically guide conservation, prioritize investments, and communicate the value and intent of protected lands.
- No guiding strategy or values: The town lacks an open space acquisition framework, conservation goals, or consistent decision- making process for PROST staff and Town Council to work with.
- Competing priorities: Conserved lands often serve multiple purposes, such as habitat protection and recreational access, which can sometimes be in conflict.
- RETT funding ambiguity: Lack of clarity around acceptable uses of RETT funding per the ballot language.

Opportunities

- Conservation partnerships: Tap into local, regional, state, and national funding and partnerships for land acquisition and stewardship.
- Regional collaboration: Gunnison County's upcoming corridor plan presents an opportunity to collaborate regionally on land use. The plan will help identify where development should be focused and avoided, providing a strong foundation for coordinated open space conservation along the Highway 135 corridor.
- Multi-benefit approach: Future acquisitions and preservation could be aligned with broader community needs such as recreation, affordable housing buffers, and ecosystem protection. This can help ensure that open space contributes meaningfully to multiple goals, particularly in areas adjacent to development.
- Create an open space vision: Establish community-approved values, acquisition priori- ties, and allowable uses.
- Expand conservation categories: Incorporate recreation, watershed protection, climate resilience, and natural resource protection into acquisition decisions.
- Expand opportunities for passive recreation and enhanced stewardship: Expand opportunities for passive recreation by adding trails, signs, benches, and interpretive content to make spaces more inviting and inclusive.

Threats

- Limited stewardship capacity: Lack of staff time focused on protected lands could lead to degradation or missed opportunities.
- Reactive and Fragmented Growth: Without a clear land use vision and regulatory framework, the region remains vulnerable to incremental and scattered development. This pattern threatens to consume valuable open spaces and working lands, especially in areas that lack infrastructure and essential services.
- Loss of open lands: Historically, agricultural land near town is being developed for affordable housing and vacation homes, growing the regional service population of PROST and leading to competing priorities for unprotected lands.
- High Acquisition Costs: Limited funding ($2M currently in RETT) may only cover one major acquisition without partnerships or matching grants and competing on the open market is often not feasible.

Trails SWOT Analysis

Strengths

- World-class trail network: Includes regional and in-town trails, sledding access, boardwalks, and access to regional trails.
- Regional spine connections: Rec Path to Mt. CB and Deli Trail allow some non-vehicular access to Crested Butte and good non-car access to key trails.
- High use and visibility: Popular among both locals and visitors, helping justify improvements.
- Passionate trail community: CB is the birthplace of mountain biking and CBMBA is the world's oldest mountain bike association. CB Nordic, Adaptive Sports, and many locals actively use, maintain, and advocate for trails.
- Commitment to connectivity: Enthusiasm for a "Town as Trailhead" model and strong public support for CB–CB South trail, and in-town connections.
- Diverse year-round trail use: Summer and winter trail systems are well-loved and integral to community life.

Weaknesses

- Inadequate accessibility: Many trails lack ADA compliance, and some in-town pedestrian routes are difficult or inaccessible. Limited sidewalks/trails, particularly between CBCS and youth activity centers like Big Mine Park, the Cemetery, and Baxter Gulch. Pedestrian access in winter is hindered by inconsistent private snow removal.
- Trail conditions vary widely: Some key routes (Woodswalk, Deli, Kapushion) are narrow, difficult to navigate for some users, or eroding. Private trashcans, vehicles and snow storage limit use of key trails in town.
- Insufficient maintenance on in-town trails: To be accessible and safe, several trails need improved surfacing, handrails, grading, and drainage solutions.
- Gaps in beginner and accessible trails: Not enough beginner loops or adaptive-accessible routes close to town.
- Tricky links: Areas like Belleview Ave, Lower Loop, and Moonridge Ln. are uncomfortable for pedestrians, particularly for youth and seniors.
- Wayfinding is lacking: Trail signage and maps are inconsistent, especially for Perimeter Trail and in-town routes.

Opportunities

- Trail enhancements: Improve access for residents with disabilities, young families, and seniors for more equitable access and shore gaps in accessing trails from town.
- Secure easements: Converting annual trail easements to perpetual ones can solidify long-term access.
- Policy creation: Develop clear policies for commercial and E-bike use and E-bike charging stations on town trails/ easements held by Town.
- Regional connections: The CB to CB South Trail and ADA/multi-modal access on the Woodswalk/Lower Loop from Town to OBJ campground are opportunities for regional collaboration and leadership.
- Create a primary Trailhead at the 4-Way: Install wayfinding signage, maps, and a bike fix-it station to support biking from town to reduce vehicular traffic to trailheads.
- Support the CB–CB South Trail: Most popular proposed project based on community engagement which has the potential to dramatically expand access and reduce car use in town.
- Expand adaptive and beginner trails: Redesign Ditch Trail, Woods Walk and Baxter Gulch for wider ADA and multi-use.
- Finish Perimeter Trail with signage: Create a complete, well-marked loop for residents and visitors.

Threats

- Deferred maintenance risk: Delays could reduce safety and usability, especially in winter.
- Loss of easements: Some trails are on annual agreements that could be revoked.
- Rapid growth: Higher use without upgrades may degrade trail conditions.
- Policy gaps: Unclear policies on commercial and E-bike use could threaten access.
- Capacity &overuse: Popular trailheads (e.g., Peanut Lake) are overcrowded; town growth will only increase strain.
- Conflict among users: Lower Loop and similar multi-use trails are seeing tensions between bikers, hikers, and adaptive users.
- Funding constraints: Infrastructure and easement needs require coordination across agencies and landowners—complex and time-consuming.

Kapushion – Spehar Wetlands 90 Acres

ACQUISITION AND CONSERVATION EASEMENT PROJECT

Crested Butte LAND TRUST

August 2025

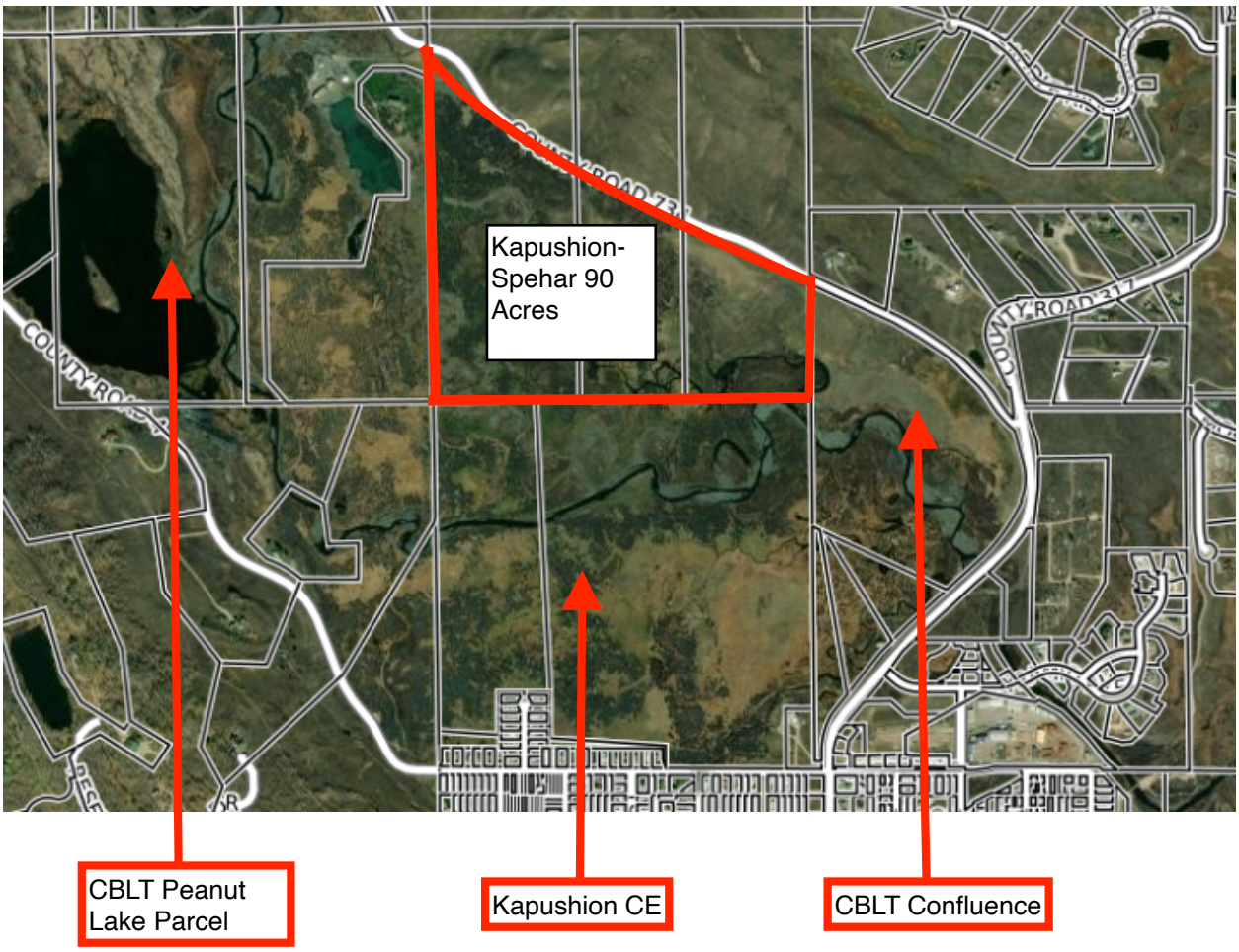
Kapushion - Spehar Wetlands
90 Acre Acquisition
Crested Butte Land Trust
August 5, 2025

The Crested Butte Land Trust is under contract to purchase 90 acres of the Slate River floodplain and wetlands located immediately outside the Town of Crested Butte. This parcel of land adjoins the Kapushion conservation easement immediately north of Butte Ave and Ruth's Road, as well as CBLT's Confluence parcel located along the confluence of Coal Creek and the Slate River to the west of Gothic Road. Hundreds of acres are conserved throughout the Slate River Valley including Peanut Lake, Lower Loop, Smith Hill parcels, Divine parcels and Gunsight Bridge.

The 90-acre parcel is a portion of 163-acres owned by members of the Spehar and Kapushion families for over a century. Gerry Spehar currently owns 70+/- acres of the 163-acre parcel and is under contract to purchase the remaining acreage from his family. Once Gerry owns the entire 163 acres, he will reconfigure the property to create two legal lots below Slate River Road and two legal lots above Slate River Road. CBLT is under contract to purchase the two lots below the road for $3,800,000 total ($1,900,000 each) and we have an option to purchase one of the remaining hillside parcels once the lots are reconfigured. Gerry Spehar intends to keep one parcel for himself and his family. Included in the purchase of the floodplain parcels are 9 cubic feet per second (cfs) of 1900 decreed Slate River water rights. These water rights will be applied to the land to support wildlife and agriculture. The CBLT board of directors has not yet decided whether the organization will exercise the option to purchase the third parcel. CBLT has until the beginning of February 2026 to raise the funds and close on the transaction to purchase this critical portion of the Slate River Valley.

The Kapushion-Spehar parcels have supported cattle ranching for more than 100 years and the protection of this land will honor historic and sustainable grazing practices. The floodplain supports abundant wildlife such as elk, deer, moose, trout, waterfowl, herons and raptors. Given the proximity to Town and very busy roads and trails nearby, the public has easy access to viewable wildlife on the parcel. The Colorado Natural Heritage program has identified this portion of the Slate River watershed as a Potential Conservation Area (PCA) of high biodiversity significance. For more than three decades, the Crested Butte Land Trust and the Town of Crested Butte have led efforts to protect as much of the floodplain, wildlife habitat, scenic view corridor and public access, as possible through fee acquisitions and conservation easements. The Kapushion-Spehar Wetlands is a once-in-a-lifetime opportunity to protect the last large parcel of the Slate River wetlands near town.

Property Configuration After Purchase by CBLT






©2013 Xavier Fané/Aerial support provided by LightHawk

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, July 21, 2025

Mayor Billick called the meeting to order at 7:11PM.

Council Members Present: Mayor Ian Billick, Kent Cowherd, John O'Neal, Anna Fenerty, Gabi Prochaska, Beth Goldstone, and Mallika Magner (via Zoom)

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

Town Clerk Lynelle Stanford, Community Development Director Mel Yemma, Housing Director Erin Ganser, Parks, Recreation, Open Space and Trails Director Janna Hansen, and Public Works Director Shea Earley (for part of the meeting)

APPROVAL OF AGENDA

Billick recommended the agenda item for The Center for the Arts under New Business be moved to the end of the meeting after Executive Session.

O'Neal moved and Prochaska seconded a motion to approve the agenda as amended moving the public discussion on The Center for the Arts after Executive Session. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) July 7, 2025 Regular Town Council Meeting Minutes.
Staff Contact: Deputy Town Clerk/Licensing Clerk Eric Treadwell

2) Community Plan Letter to the *Crested Butte News*.
Staff Contact: Community Development Director Mel Yemma

3) (First Reading) Ordinance No. 6, Series 2025 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 3rd Street to the Corporation of the Rocky Mountain Biological Laboratory at Gothic.
Staff Contact: Property Manager RaeMarie Barry

Billick disclosed his relationship with the Rocky Mountain Biological Laboratory (RMBL) and participated in the vote on the Consent Agenda.

The letter on the Community Plan (item number two) was moved from the Consent Agenda to New Business.

Fenerty moved and Goldstone seconded a motion to approve the Consent Agenda as amended with the letter pulled off Consent Agenda and moved to New Business for discussion. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

Billick acknowledged feedback from Ruth Turnquist Carver, including a follow up email, and a question from Shane Biery.

Keith Bauer, 108 2nd Street, with Elk Mountains Backcountry Alliance; Brian Fenerty, who lives on Red Lady Avenue; and Maria Fenerty, who also lives on Red Lady Avenue, commented.

STAFF UPDATES

The Council discussed intergovernmental meetings and the volume of trash.

LEGAL MATTERS

None

PRESENTATION

1) Update from TWG on Mineral Point Construction.
Staff Contact: Housing Director Erin Ganser

Ryan Kelly, from TWG, attended via Zoom. He fielded questions from Council members.

NEW BUSINESS

1) Community Grants Program - Qualifications and Evaluation Criteria.
Staff Contact: Interim Finance Director Rob Sweeney

Sweeney presented, and there was Council discussion.

2) Resolution No. 18, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado, Acting as the Local Liquor Licensing Authority Finding Probable Cause of a Liquor Code Violation by Crested Butte Grocery LLC D/B/A Clark's Market.
Staff Contact: Town Attorney Karl Hanlon

Hanlon reported.

Goldstone moved and Fenerty seconded a motion to approve Resolution No. 2025-18 a Resolution of the Town Council of the Town of Crested Butte, Colorado acting as the Local Liquor Licensing Authority Finding Probable Cause of a Liquor Code Violation by Crested Butte Grocery LLC d/b/a Clark's Market and further authorize and direct that a Notice of Hearing and Order to Show Cause be issued with a hearing date of August 5, 2025. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Community Plan Letter to the *Crested Butte News*.
Staff Contact: Community Development Director Mel Yemma
The item was removed from the Consent Agenda.

Fenerty moved and Prochaska seconded a motion approving the letter subject to changes and allowing staff discretion. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

COUNCIL REPORTS AND COMMITTEE UPDATES

Fenerty updated and Billick elaborated. Cowherd provided an update.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

None

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, August 5, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, August 18, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, September 2, 2025 - 6:00PM Work Session - 7:00PM Regular Council

The Council agreed to schedule a meeting concerning Mountain Express with Mt. Crested Butte on Monday, September 22, 2025.

EXECUTIVE SESSION

1) An Executive Session for a conference with the Town Attorney pursuant to C.R.S. § 24-6-402 (4)(e) 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) to receive legal advice on specific legal questions both regarding Mt. Crested Butte Water and Sanitation District.

2) An Executive Session for a conference with the Town Attorney pursuant to C.R.S. § 24-6-402 (4)(e) 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) to receive legal advice on specific legal questions both regarding the Crested Butte Center for the Arts.

Fenerty moved and Prochaska seconded a motion to enter Executive Session for both purposes stated on the agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session for a conference with the Town Attorney pursuant to C.R.S. § 24-6-402 (4)(e) 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) to receive legal advice on specific legal questions both regarding Mt. Crested Butte Water and Sanitation District at 8:53PM. The first Executive Session was concluded at 9:15PM.

The Council, Town Attorney Karl Hanlon, Town Manager Dara MacDonald, Interim Finance Director Rob Sweeney, and Public Works Director Shea Earley attended the first Executive Session.

The Council went into an Executive Session for a conference with the Town Attorney pursuant to C.R.S. § 24-6-402 (4)(e) 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) to receive legal advice on specific legal questions both regarding the Crested Butte Center for the Arts at 9:15PM. The Executive Session concluded at 9:44PM. The open meeting resumed at 9:45PM. Mayor Billick made the required announcement upon the return to open meeting.

The Council, Town Attorney Karl Hanlon, Town Manager Dara MacDonald, and Interim Finance Director Rob Sweeney attended the second Executive Session.

NEW BUSINESS, CON'T

4) The Center for the Arts – Conveyance of Building and Land.
Staff Contact: Town Manager Dara MacDonald and Town Attorney Karl Hanlon

Jillian Liebl and Brett Henderson, from The Center for the Arts, reported. The majority of Council members expressed openness to continuing the discussion, with The Center scheduled to return to the Council in October.

ADJOURNMENT

Mayor Billick adjourned the meeting at 10:18PM.

_____

Ian Billick, Mayor

_____

Lynelle Stanford, Town Clerk (SEAL)

Staff Report
August 5, 2025

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Subject: Ordinance 08, Series 2025 - An Ordinance of the Crested Butte Town Council approving the ground lease of a portion of the property at 602 Elk Ave to the Corporation of the Gunnison County Electric Association

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Summary: The current 10-year ground lease agreement with GCEA for the EV charging station at the tennis courts will expire in October. This ordinance would extend the lease for an additional 10 years under essentially the same terms.

Previous Council Action: No recent actions.

Background: The Town entered into a 10-year ground lease with GCEA in 2015 allowing for the placement and operation of a publicly accessible electric vehicle charging station in the parking lot adjacent to the tennis courts at the corner of 6th Street and Elk Ave. GCEA is responsible for installation and maintenance of the equipment and collects all usage fees. The arrangement has been working well for both parties.

Discussion: This ordinance would allow for an extension of an arrangement for public EV charging that appears to have been working well for the past decade.

Climate Impact: Publicly available EV charging stations support the Town's GHG emissions reductions goals by supporting the transition to electric vehicles.

Financial Impact: None.

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

Recommendation: Staff recommend the Council approve Ordinance 08, Series 2025 and enter into a new lease with GCEA for the EV charging station at the tennis courts.

Proposed Motion:
A Council member should make a "motion to set the public hearing for Ordinance 08, Series 2025 for August 18, 2025" followed by a second and roll call vote.

ORDINANCE NO. 08

SERIES NO. 2025

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE GROUND LEASE OF A PORTION OF THE PROPERTY AT 602 ELK AVE TO THE CORPORATION OF THE GUNNISON COUNTY ELECTRIC ASSOCIATION.

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, Gunnison County Electric Association desires to lease a portion of the property at 602 Elk Avenue, adjacent to the tennis courts, from the Town for electric vehicle charging stations and related improvements for a period of ten years; and

WHEREAS, the Town Council and Gunnison County Electric Association wish to enter into the long-term Ground 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

By: _____
Ian Billick, Mayor

ATTEST:

_____
Lynelle Stanford, Town Clerk

GROUND LEASE

This Ground Lease ("**Lease**") is made and entered into on _____, 2025, by and between Town of Crested Butte, Colorado, a Colorado municipal corporation ("**Landlord**") and Gunnison County Electric Association, a Colorado cooperative association ("**Tenant**"), each a "Party" and together the "Parties."

Recitals

A. Landlord is the owner of certain real property located at 602 Elk Ave in Gunnison County, Colorado (the "**Premises**") as more particularly described in Appendix A attached hereto and incorporated herein by this reference.

B. Tenant desires to lease the Premises from Landlord for the purpose of operating, maintaining, repairing, and replacing electric vehicle charging stations and related improvements, which may include (i) electric vehicle charging stations, (ii) equipment associated with the Charging Stations, (iii) enclosure and/or façade for the location and housing of the Charging Stations, (iv) bollards to protect the Charging Stations from impact or other damage, and (v) signage designating the Charging Stations, (collectively, the "**Improvements**") thereon.

C. Landlord is willing to lease the Premises to Tenant for such purpose, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Lease of Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the purpose of operating, maintaining, repairing, and replacing the Improvements. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord.

2. **Term.** Tenant shall have and hold the Premises for a term of 10 years commencing on October 20, 2025 at 5 p.m. and expiring on October 20, 2035 at 11:59 p.m. (the "**Term**"), unless the Term is earlier terminated or extended as provided in the Lease. Upon expiration or earlier termination of the Lease, Tenant shall remove the Improvements at its sole costs and expense at the direction of Landlord, failing which Landlord may remove and dispose of the same at Tenant's sole cost and expense.

3. **Rent.** Rent shall be due and payable on an annual basis at a rate of $10.00 per year during the Term, commencing on the first day of the Term, and continuing thereafter

4. **Use and Maintenance of Improvements.**

   a. All Improvements shall be constructed in accordance with plans and specifications approved by Landlord, which consent shall not be unreasonably withheld. Tenant shall be responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable governmental authorities for the operation, maintenance, repair, and replacement of the Improvements.

   b. Tenant shall maintain the Improvements in a good and workmanlike manner, in compliance with any and all applicable federal, state, and local laws and regulations, and in accordance with the approved plans and specifications. Tenant shall maintain the Premises and Improvements in a clean and orderly condition at all times. Tenant shall be responsible for the maintenance and repair of the Improvements during the Term, except that Landlord shall be responsible for removing snow on the property adjacent to the Premises. No refuse, scrap, debris, garbage, trash, bulk materials, or waste shall be kept, stored, or allowed to accumulate on the Premises. Abandoned vehicles shall not be permitted on the Premises. No overnight parking shall be prohibited on the Premises from November 1 – April 30. Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises appropriate to enforce the same. Any signs must conform to Town's Municipal Code and MUTCD regulations as applicable.

   c. Tenant shall not make any alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant covenants and agrees that (i) nothing shall be done or kept on the Premises which might impair or damage the Premises, and (ii) no hazardous substances shall be maintained or deposited on the Premises.

   d. Tenant shall be responsible for the replacement of any improved surface that is removed or damaged as a result of the installation and/or maintenance of the improvements.

   e. Tenant shall be responsible for obtaining and paying for all utilities necessary for the operation of the Improvements.

5. **Insurance.** Tenant shall maintain, at its sole cost and expense, the following insurance coverage:

a. Commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such coverage shall include public liability, operations, property damage and personal injury.

b. Property insurance covering the Improvements and Tenant's personal property on the Premises.

c. Workers' compensation insurance as required by Colorado law.

d. Environmental liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

e. Any other insurance required by federal, state, or local law or reasonably requested by Landlord.

All insurance required to be maintained by this Lease, other than any policy of workmen's compensation insurance, shall name Landlord as an additional insured. Tenant shall provide Landlord with certificates of insurance evidencing such coverage and evidencing payment of all premiums shall be made available to Landlord upon request.

6. **Surrender; Restoration.** Upon expiration or termination of the Term, Tenant shall surrender and restore the Premises to its original condition, reasonable wear and tear excepted.

7. **Assignment.** This Lease shall not be assignable by Tenant without the prior written approval of Landlord.

8. **Default; Breach; Remedies.** The occurrence of any one of the following events constitutes a material default of this Lease by Tenant:

a. The failure of Tenant to make any payment of Rent when due where the failure continues for a period of 10 days after notice from Landlord to Tenant.

b. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease, where the failure continues for a period of 10 days after notice from Landlord to Tenant.

In the event of default, in addition to the remedies that may be permitted or provided for under applicable law or in equity, Landlord shall have the right to terminate this Lease by giving Tenant written notice of such termination. Upon a determination by Landlord, in Landlord's sole and absolute discretion, that Landlord requires use of the Premises for any other purpose or that the Improvements are not serving a public purpose sufficient to justify its location on the Premises, Landlord may terminate this Lease upon 120 days' written notice to Tenant.

9. **Indemnification.** To the extent permitted by law, each party to this Agreement shall hold harmless, indemnify and defend the other party, including the other party's employees, officers, agents and assigns, from any claim, lawsuit, or award of damages to the extent such claims, lawsuit, or award of damages arise from the action or inaction of that party's own officers, employees and agents.

10. **Governmental Immunity Act.** No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

11. **No Third-Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

12. **Notice.** Any notice or communication required hereunder between the Landlord and Tenant must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by email at the email address provided below. Such notices or communications shall be given to the Parties at their addresses set forth below:

    If to Tenant, to:
    Gunnison County Electric Association
    Attn: Chief Executive Officer
    P.O. Box 180
    Gunnison, CO 81230

    With a Copy to:

    _____
    _____
    _____

    If to Landlord, to:
    Town of Crested Butte
    Attn: Town Manager
    507 Maroon Avenue
    P.O. Box 39
    Crested Butte, CO 81224
    dmacdonald@crestedbutte-co.gov

With a copy to:
Karl J. Hanlon
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
PO Drawer 2030
Glenwood Springs, CO 81602
kjh@mountainlawfirm.com

13. **Colorado Law.** The interpretation, enforcement, or any other matters relative to this Lease shall be construed and determined in accordance with the laws of the State of Colorado. Any litigation involving this Lease or its subject matter shall be brought and maintained in the District Court in Gunnison County, Colorado. Each party hereby waives all rights to trial by jury.

14. **Severability.** Should any portion of this Lease be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Lease shall be deemed severable, shall not be affected, and shall remain in force and effect unless amended or modified by mutual consent of the Parties.

15. **No Waiver.** The failure of either party to insist upon the strict performance of any provisions of this Lease or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

16. **Entire Agreement; Amendments.** This Lease is the entire agreement of the Parties and supersedes any prior agreements or understandings (written or oral) with respect to the matters set forth herein. This Lease may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties against whom such waiver or modification is sought to be enforced. Course of dealing, no matter how long, is not intended to be, and shall not be construed as, an amendment to this Lease.

17. **Counterparts.** This Lease may be executed in one or more counterparts and on separate counterparts; such counterparts will be compiled into one fully-executed Lease. A signature delivered by e-mail, facsimile or other electronic transmission will be deemed to constitute an original and fully-effective signature.

[signatures immediately follow on next page]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease on the day and year first written above.

LANDLORD:

Town of Crested Butte, Colorado

_____ Date: _____
Ian Billick, Mayor

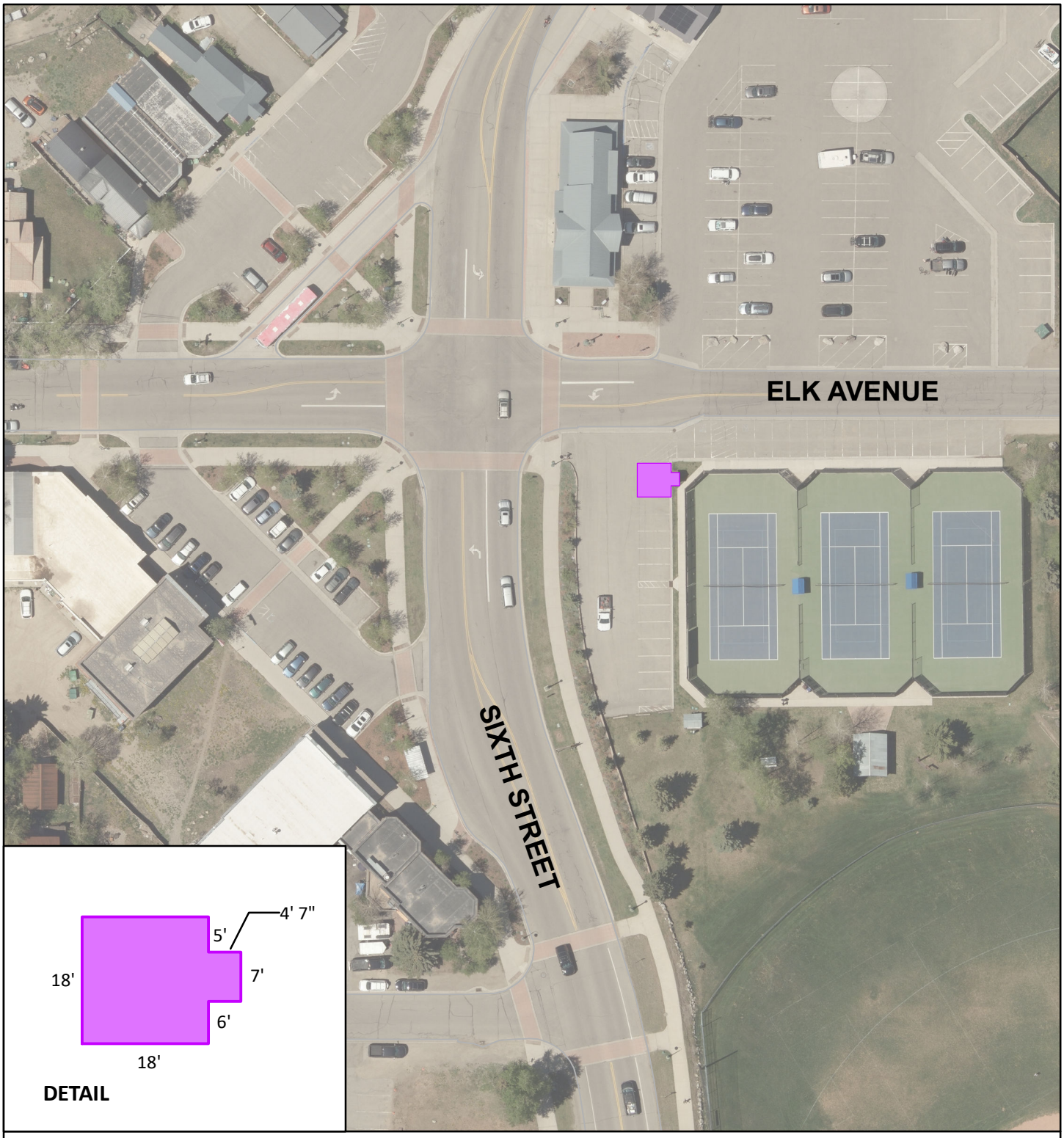
Attest

_____
Town Clerk

TENANT:

The Gunnison County Electric Association

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



APPENDIX A: Ground Lease For Electric Vehicle Charging Station
Town of Crested Butte, Colorado - April, 2025

Electric Vehicle Lease Area

N
W E
S

0 37.5 75 150 225
Feet

Aerial photography: June 1, 2022

Filename: C:/project/townofcb/publicworks/charging_sta2025.mxd
Date: April 230, 2025

Staff Report

August 5, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: The People's Fair Special Event Application Closing Elk Avenue from 2nd Street to 4th Street and 3rd Street from Alley to Alley on Saturday, August 30, 2025, and Sunday, August 31, 2025.

Date: July 25, 2025

Summary:

Susan Anderton, on behalf of the Paragon Art Gallery Inc., submitted a special event application for their annual People's Fair. The People's Fair is a non-juried arts and crafts fair that would close Elk Avenue, from 2nd Street to 4th Street, and 3rd Street from Alley to Alley. The closure would begin at 7:00AM on Saturday, August 30, 2025, and end at 6:00PM on Sunday, August 31, 2025.

Recommendation:

To approve The People's Fair special event application as part of the Consent Agenda.

TOWN OF CRESTED BUTTE
SPECIAL EVENT APPLICATION

- A **complete** application must be submitted a **minimum** of forty-five (45) days prior to your event. A **complete** application includes all **fees** and **deposits.**
- Incomplete applications will not be accepted.
- A $100 late fee will be charged for late applications and no applications will be accepted less than ten (10) business days prior to an event.
- In addition to the application fee and a special event permit fee, a clean-up deposit may be charged depending on the size and scale of the event (see special event fee schedule for details).
- All special events require a minimum of $1,000,000 in general commercial liability insurance naming the Town of Crested Butte as an additional insured.
- Additional application fees are required for a Special Event Liquor License.
- Please print clearly and **legibly**
- Block parties must comply with the Block Party Policies and are not Special Events. Contact the Clerk's Office for more information.

Name of Event: The People's Fair

Date(s) of Event: August 30th and 31st 2025

Name of Organization Holding the Event ("Permittee"): The PARAGON GALLERY Art INC LMS ARTISTS LMS

Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: SUSAN ANDERTON

Phone: 970-349-1202 **Cell Phone:** 970-349-1202

E-Mail: andertonstudio@aol.com **Fax Number:** —

Name of Assistant or Co-Organizer (if applicable): Chelsea McKenzie

Phone: 970-975-1220 **Cell Phone:** 970-975-1220 **E-Mail:** chelseahoitt@gmail.com

Mailing Address of Organization Holding the Event: P.O. Box 3 Crested Butte, CO 81224

Email Address of Organization: paragongallery@yahoo.com **Phone Number:** 970-349-6484

Detailed Event Description: Please attach an event schedule if applicable ☐ **Event Schedule Attached**

An annual 2 day Arts & Crafts & Treasures Fair (unjuried)

On Labor Day weekend. A beloved community and family friendly event for 40 years. Local musicians playing bluegrass/folk & singer songwriter music. Also "The Dog Show" closes the Fair.

Event Location: (*Attach map showing location of event; Also attach 8 ½" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc*):

☑ **Map Attached Showing Location of Event** ☑ **Diagram Attached Detailing Event**

Event Time (start time of scheduled event to end time of scheduled event): open: 10am-5pm Saturday open: 10am-4pm Sunday

Total Time (including set-up, scheduled event, break-down &clean-up): 4pm-6pm Sunday for clean up

Expected Numbers: Participants: approx. 75 vendors **Spectators:** 500-700

Do You Intend to Sell or Serve Alcohol? Yes / (No)

If Yes, a Special Event Liquor License is Required, <u>You must Submit a Separate Application for a Special Event Liquor License to the Town Clerk at least 30 days prior to the event to ensure adequate time to comply with state regulations.</u>

☐ Special Event Liquor License Application is Attached with Appropriate Fees and Diagram

Proof of General Commercial Liability Insurance Naming the Town of Crested Butte as Additional Insured, with Coverage of No Less than $1,000,000 is Required for All Special Events. Events Selling Alcohol also Require Liquor Liability Insurance (Note your application cannot be approved until we receive Proof of Insurance). ***Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.***

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: _____

Will There Be Amplified Sound at This Event? (Yes) / No

If Yes, Describe: Not too loud Bluegrass / Folk / Singer-Songwriter

Note: If there will be amplified sound during your event then the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Upon completion and submission of this application the Town will provide you with additional information, including details on how to comply with the neighborhood notification process that you will be required to follow.

Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event? (Yes) / No **Town Manager Approval:** _____

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence? (Yes) / No

If yes, you must apply for a banner permit separately through Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? We contracted w. Golden Eagle for a 3yd bearproof dumpster + 3 tall 96 gallon bins + smaller bins on Elk Ave, labelled for recycle

What recyclable products will be generated at the event? Glass, Aluminum cans, cardboard etc.

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should <u>emphasize increased recycling and decreased waste production</u>. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

We hire 2 assistants to moniter the bins throughout the weekend. Replacing bin liners and taking full bags to our dumpster and Recycle bins. We have a close-out team to make sure all litter is collected etc.

Our advertising and Vendor application ~~forms~~ ask ~~for~~ no use of plastic bags. We ask people to bring their own bags, refillable water bottles etc.

We offer a Free Booth Space To Sustainable Crested Butte

Each vendor is given a poster to display - see examples from last yr. Zero Waste

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):
No liquor sold at event. Fire lane through Fair. 20 feet

Describe Plan for Parking: We ask vendors to park as far from event as feasible. Suggest 1st & Elk, school, 4 way etc.

Describe Plan for Portable Toilets and/or Restrooms: Town restrooms in Old Town Hall Building at 2nd & Elk. and on Third St.

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? (Yes) / No
If Yes, explain request for services in detail (attach additional page if necessary): Marshall's office usually puts signs up for handicap parking.

Will Your Event Require Any Road Closures (Yes) / No
If Yes, Explain in Detail Streets Closures and Times of Closures: Sat. & Sun. 7:30am - 6pm Elk Ave from 2nd St to 4th St. Third St from N. Alley to S. Alley.

Will Your Event Impact Mt. Express Bus Service and/or Routes [X] **Yes / No** [ ]
If Yes, Explain Impact: Elk Ave from 2nd to 4th, Third street from S. Alley to North Alley

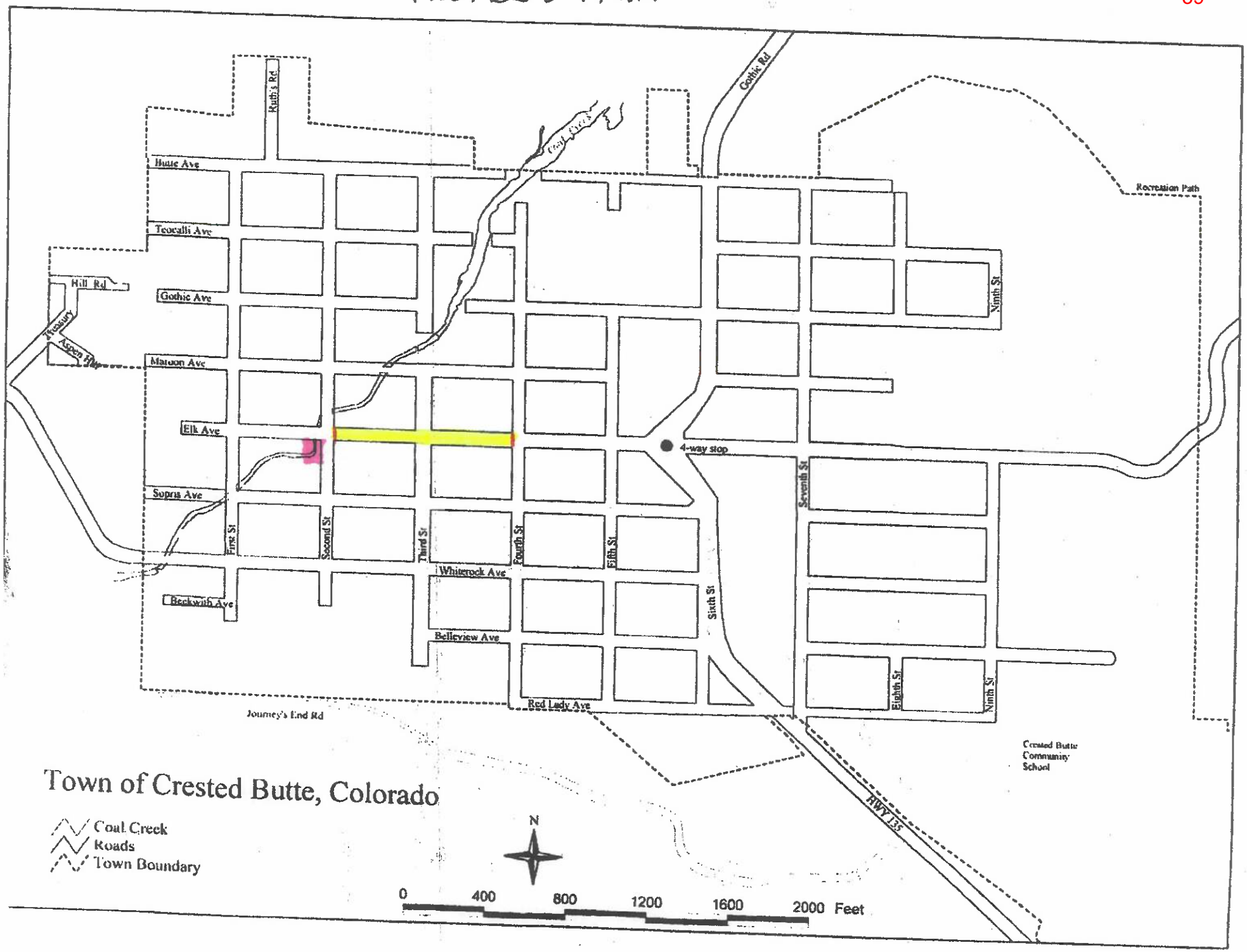
Will Your Event Affect Any Handicap Parking Spaces (Yes) / No A few on Third St.
If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event. yes we do that

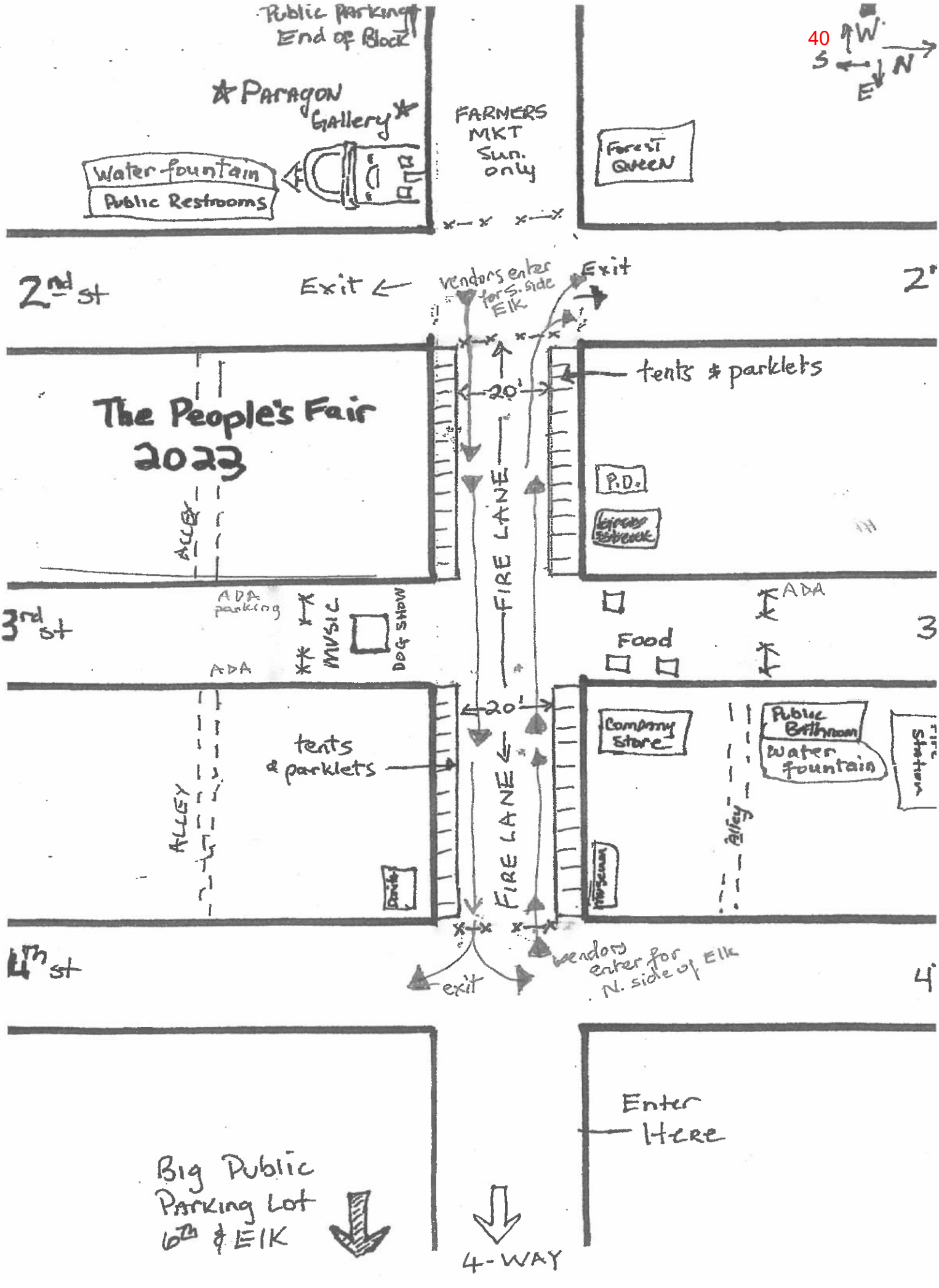
Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:
We distribute the Notifications ~~provided by town~~ - we have made our own.

Does Your Event Include a Parade Yes / (No)
If yes you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, etceteras) individuals will do so exclusively by foot from along-side the vehicles/floats to minimize the likelihood of spectators running up to the vehicles/floats. I understand and agree that items will not be thrown from any vehicle/float. Susan H. Anderton
Signature of Event Coordinator

Will You Be Selling Products (food, drink or merchandise) At Your Event (Yes) / No
If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application. ☐ **Town of Crested Butte Sales Tax Application is Attached.**

PEOPLE'S FAIR




Public Parking End of Block
Paragon Gallery
Water fountain
Public Restrooms
Farmers Mkt Sun. only
Forest Queen
W
S
N
E
2nd st
Exit
Vendors enter for S. side Elk
Exit
2nd
The People's Fair 2023
20'
tents & parklets
P.O.
Library Outreach
Alley
ADA parking
Music
Dog Show
Fire Lane
3rd st
ADA
Food
3
ADA
tents & parklets
Alley
20'
Fire Lane
Company Store
Public Bathroom
Water fountain
Shelters
Alley
Dance
Info
4th st
exit
Vendors enter for N. side of Elk
4
Enter Here
Big Public Parking Lot 6th & Elk
4-WAY

DEPARTMENT APPROVALS (*For Official Use Only)*
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

People's Fair

MARSHALS:

Conditions/Restrictions/Comments:

I don't believe the school parking lot will be an option for overflow parking. Maybe, but best to check before advertising it.

Michael Reily 7/1/2025

Signature Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

Approved.

Connor Beard 7/24/2025

Signature Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Approved

Janna Hansen 7/22/25

Signature Date

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford 7.13.2025

Signature Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Dara T. MacDonald 06.30.25

Signature Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Approved. Thanks for identifying 20' fire lane access.

Robert Weisbaum 7/7/25

Signature Date

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

Approve.

Andy Braun 7/5/2025

Signature Date

Staff Report
August 5th, 2025

To: Mayor Billick and Town Council

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

Thru: Janna Hansen - PROST Director

Subject: Lot 18 at Pristine Point Funding Agreement

Summary: Lot 18 at Pristine Point (Gunnison County parcel #3177-222-13-006) is a 14+ acre parcel directly north of the Long Lake parcel (#3177-000-00-025) owned by the Crested Butte Land Trust (CBLT). The Town of Crested Butte allocated $1million in 2020 to facilitate the acquisition of the Long Lake parcel through a land exchange with the United States Forest Service and CBLT. CBLT is under contract for Lot 18 for $1.175 million and is requesting Town fund $600,000 from the Open Space portion of the Real Estate Transfer Tax (RETT) to complete the purchase.

Previous Council Action: Council discussed this project in executive session during the 4/18/25 council meeting. No voting or straw polling was done during the session.

In 2018, Town allocated $1 million to CBLT to acquire the Long Lake Parcel.

In 2021, Town allocated $1 million to acquire title to the Kikel III lot, which shares a border with the Long Lake parcel.

Background: Lot 18 was subdivided as part of the Pristine Point subdivision in 1997. This lot is developable and could potentially turn one of the few low grade double track walks up the hillside into a driveway.

As a community asset, Long Lake is undeniably one of the best public access points locally to hike, swim and enjoy a beautiful mountain landscape near Town. It is also directly adjacent to other properties that CBLT and Town hold title to. CBLT would plan to improve the trail segment winding up Pristine Point to accommodate hand cycling and improve access for users not utilizing conventional methods of walking or mountain biking.

Currently, CBLT plans to conserve both the Long Lake parcel and Lot 18 concurrently through a method that has not yet been finalized. The funding agreement requires Lot 18 and Long Lake be conserved by the end of 2027 or funds can be recouped by Town.

Discussion: Are there additional terms in an eventual Conservation Easement that Council would like to see?

Climate Impact: Conserving access to this water resource will continue to provide thoroughfare for wildlife in open spaces without development intrusions.

Financial Impact: The ask from CBLT for them to acquire the title is $600,000, approximately 50% of the total cost to acquire the title. This excludes closing costs and is estimated to be the approximate value of the easement once determined.

The lot was on the open market for just under three years with an initial listing price of $1.8 million. After several price reductions, the listing expired in 2024 with a price of $1.5 million.

Town has contributed $1 million on adjacent properties in the last 5 years alone towards conservation and a substantially higher amount since the RETT was formed along Smith Hill and in nearby areas in general. These contributions over time have helped to conserve a large swath of lands stretching from Long Lake to the Slate River valley and along that riparian corridor. These lands are now protected from further development ensuring the conservation values are protected for current and future generations.

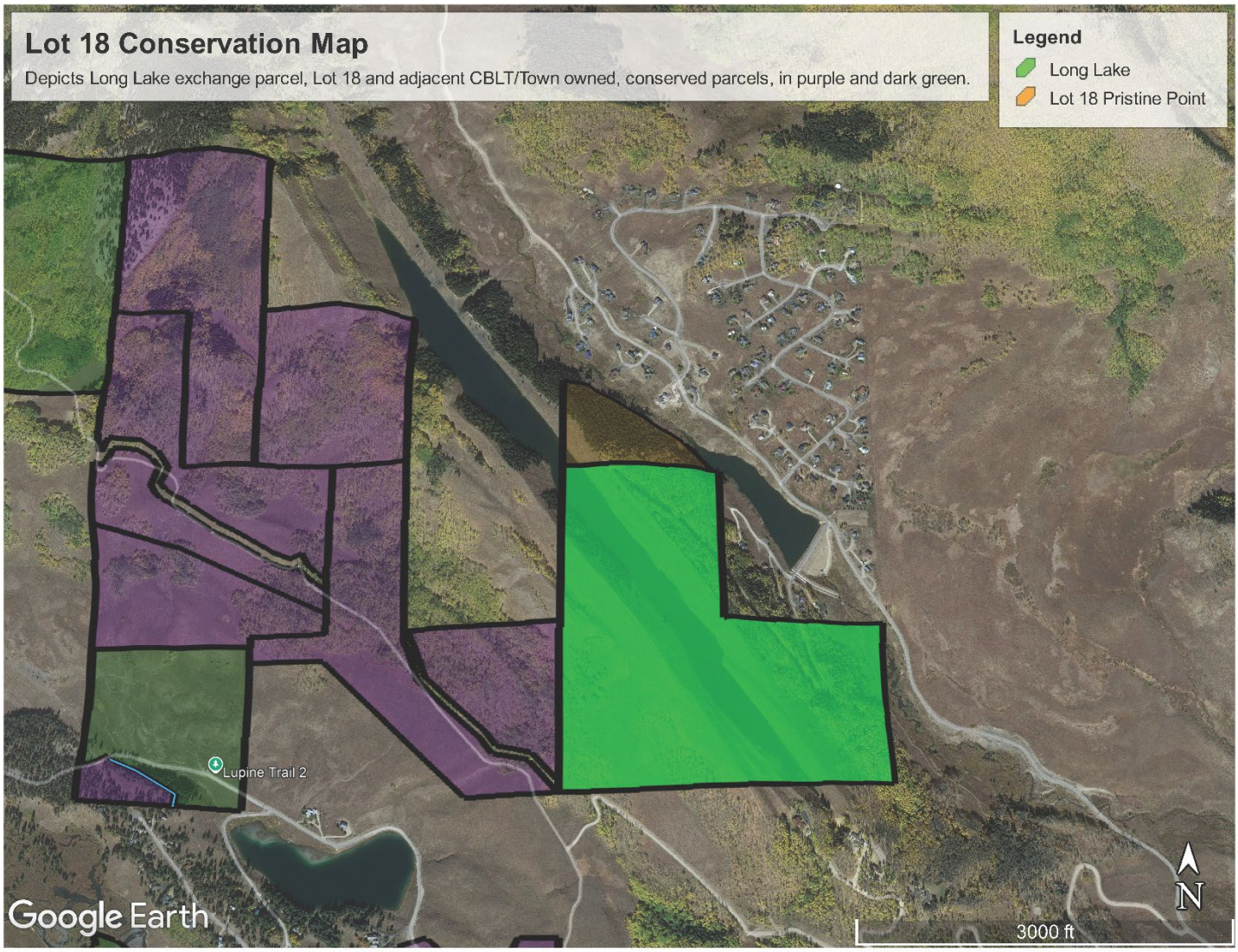
The RETT fund balance will be at $2.5 million after the funding goes through for Cement Creek Ranch.

Legal Review: Town Legal counsel drafted the agreement with staff and CBLT has reviewed its terms.

Recommendation: Authorize the Town Manager to enter into a funding agreement with the Crested Butte Land Trust for $600,000 with conservation terms as outlined.



Photo Xavier Fane


Lot 18 Conservation Map
Depicts Long Lake exchange parcel, Lot 18 and adjacent CBLT/Town owned, conserved parcels, in purple and dark green.
Legend
Long Lake
Lot 18 Pristine Point
Lupine Trail 2
Google Earth
N
3000 ft

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the "Agreement") is entered into effective this __day of _____ 2025 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (the "Town") and the CRESTED BUTTE LAND TRUST, a Colorado nonprofit corporation, whose legal mailing address is P.O. Box 2224, Crested Butte, CO 81224 (the "Trust"). The Town and the Trust are individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS:

A. Pursuant to the Crested Butte Municipal Code § 4-1-40, as amended, the Town Council may purchase interests in real property and obtain easements, including conservation easements and may appropriate funds for such purposes.

B. As a part of the Town's 2025 amended budget, the Town will appropriate $600,000.00 from the Open Space Fund to be used toward the Trust's purchase of Lot 18, Pristine Point described in **EXHIBIT A** (the "Property"), attached hereto and incorporated herein by this reference.

C. The Parties desire to memorialize their agreement on the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Grant Funds; Payment Obligation.

a. The Town hereby grants $600,000.00 (the "Grant Funds") to the Trust subject to the terms and conditions set forth in this Agreement.

b. The Grant Funds shall, for the benefit of the Trust, be paid by deposit into escrow with Land Title Guarantee Company, having an address of 319 Elk Ave. #5, Crested Butte, CO 81224, at or prior to closing on the purchase of the Property, which is scheduled to occur on or before October 10, 2025, 2025 (the "Closing"); provided that, Closing shall occur on or before December 31, 2025. If Closing does not occur on or before December 31, 2025, this Agreement and the grant made herein shall terminate and be void *ab initio*.

c. Notwithstanding anything in this Agreement to the contrary, (i) nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds, or monies of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year, (ii) the Town is not obligated to make any

payments in any fiscal year beyond the fiscal year for which the Grant Funds are appropriated, (iii) the Town is not obligated to make payments from any funds of the Town other than the funds appropriated for the payment of the Grant Funds, (iv) all payment obligations of the Town pursuant to this Agreement, including, without limitation, the Town's obligation to pay the Grant Funds, are from year-to-year only and do not constitute a multiple fiscal-year direct or indirect financial obligation of the Town, (v) the Town's agreement to pay the Grant Funds is subject to annual renewal and the Town's agreement to pay shall be terminated upon the occurrence of an event of non-appropriation, and in such event, all payments from the Town pursuant to this Agreement shall terminate and the Trust expressly waives all remedies and claims against the Town.

d. The Grant Funds shall be used by the Trust for the sole purpose of acquiring the Property and for no other purpose whatsoever. The balance of the purchase price for the Property will be paid with funds that are not the subject of this Agreement.

3. Conservation Easement.

a. No later than December 31, 2027 the Trust shall grant to the Town, or to another entity approved by the Colorado Division of Conservation to hold a conservation easement, a Deed of Conservation Easement, which shall be subject to review and approval by the Town's attorney. In the event the Trust does not grant the Deed of Conservation Easement by December 31, 2027 this Funding Agreement the Trust shall immediately repay the Grant Funds to the Town.

b. The Trust as the holder of fee title in the real property described in **EXHIBIT A** may not sell, assign, transfer or otherwise pledge, hypothecate, lien or mortgage the Property or any interest therein without the express written approval of the Town.

4. Signage. If any signage is installed respecting the funding for the acquisition of the Conservation Easement, the Town shall be listed on such signage as the grantor of the Grant Funds. Such signage shall be approved in advance by the Town with such approval to not be unreasonably withheld.

5. Liability.

a. Indemnity. To the extent permitted by law, the Trust shall indemnify, defend and hold harmless the Town, its elected officials, officers, agents, employees, contractors and insurers (the "Town Parties") from any and all liabilities, losses, claims, causes of action, liens, demands, damages, judgments, expenses, costs and attorneys' fees arising from or in any way connected with or incident to the Trust's receipt of the Grant Funds and any of the Trust's acts or omissions pursuant to this Agreement. The Trust hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the Town or Town Parties for any liability arising from or in any way connected with or incident to this Agreement.

b. No Waiver of Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, of the Town's or Town Parties' rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.

6. Audit and Accounting Records. The Trust shall maintain standard financial accounting and records relating to the acquisition, monitoring and enforcement of the Conservation Easement. Such accounting and records shall be maintained by the Trust for 5 years following the date of disbursement by the Town of the Grant Funds and shall be subject to examination and audit by the Town or its designated agent during this term. All accounting and records shall be kept in accordance with generally accepted accounting principles.

7. Breach. In addition to such other remedies as may be available at law or in equity, in the event that the Trust breaches any of the terms and conditions of this Agreement and fails to correct the same within 30 days of receipt of notice from the Town or such breach, the Town reserves the right to seek equitable relief and all other remedies as may be available to the Town under applicable law, including but not limited to, the return of all or a portion of the Grant Funds.

8. Notices. Any notice or other information required by this Agreement to be sent to a Party shall be sent in writing by e-mail or certified mail, return receipt requested, postage prepaid to the following:

Town of Crested Butte, Colorado
Attn: Dara MacDonald
507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224
dmacdonald@crestedbutte-co.gov

with a copy to:

Town Attorney
Karl J. Hanlon
Karp Neu Hanlon, P.C.
P.O. Box 2030
Glenwood Springs, CO 81602
kjh@mountainlawfirm.com

Crested Butte Land Trust
Attn: Jake Jones – Executive Director
411 3rd St

P.O. Box 2224
Crested Butte, CO 81224
970-349-1206
jake@cblandtrust.org

with a copy to:

Allan C Beezley, P.C
1495 Quince Avenue
Boulder, CO 80304
allan@acbpc.com

Notice shall be effective when actually received by the Party intended to be notified.

9. Authority. The person executing this Agreement on behalf of each Party does hereby covenant and warrant that such person is duly authorized and has full right and authority to enter into this Agreement and that the person signing on behalf of each Party is authorized to do so.

10. No Waiver. A waiver of any right or remedy on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

11. No Assignment. The Trust may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Town.

12. Survival. The terms and provisions of this Agreement and the Trust's obligations under this Agreement shall survive the disbursement of the Grant Funds and the acquisition of, and any future conveyance of, the Conservation Easement.

13. Entire Agreement. Except for the Conservation Easement, this Agreement constitutes the entire agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the Parties.

14. Modification. This Agreement shall not be amended or modified, except by subsequent written agreement of the Parties.

15. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any provision or any valid and enforceable part of a provision of this Agreement.

16. Governing Law; Venue. This Agreement and all rights conferred, and obligations imposed hereunder shall be interpreted and construed and determined in accordance with the laws of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

17. Attorneys' Fees; Costs. Should this Agreement become the subject of a dispute between the Parties, the substantially prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such dispute.

18. Counterparts. This Agreement may be signed in counterparts and when signed by all of the Parties, executed counterparts shall constitute the agreement of the Parties.

{*Signature page immediately follows*}

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement as of the Effective Date set forth above.

TOWN: TOWN OF CRESTED BUTTE, COLORADO,
A COLORADO HOME RULE MUNICIPALITY

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____
Lynelle Stanford, Town Clerk

TRUST: CRESTED BUTTE LAND TRUST,
A COLORADO NONPROFIT CORPORATION

By: _____
Name: _____
Title: _____

Exhibit A – Description of Property

Lot 18, Pristine Point at Crested Butte, according to the plat thereof recorded with the Gunnison County Clerk and Recorder on October 8, 1997 at Reception No. 478904, as amended by Affidavit recorded December 2, 1997 at Reception No. 480176.

Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Resolution 20, Series 2025, A Resolution of the Crested Butte Town Council approving the National Opioid Settlement with Purdue and the Sackler Family

Date: August 6, 2024

The Colorado Attorney General's Office has negotiated a settlement with Purdue and the Sacklers related to their role in the nationwide opioid crisis. The attached resolution will authorize the Mayor and Town Manager to sign the necessary documentation for the Town to join this settlement.

In 2021, 2023 and 2024 similar settlement proposals came before Council with pharmaceutical manufacturers and distributors. In 2021, the Town entered into a Memorandum of Understanding regarding the distribution of the settlement funds. That MOU, updated in 2024, will continue to govern the distribution of these settlement funds totaling approximately $70 million. The Town's decision to grant its share to Gunnison County will likewise be unchanged by this settlement.

Suggested Motion:
A Town Council member make a motion, "to approve Resolution 20, Series 2025 as part of the Consent Agenda," followed by a second and roll call vote.

RESOLUTION NO. 20

SERIES 2025

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL, APPROVING THE NEW NATIONAL OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLER FAMILY.

WHEREAS, The State of Colorado recently settled lawsuits with several pharmaceutical companies and pharmacies related to the opioid crisis (the "Opioid Settlement") totaling more than $250 Million of settlement funds, a portion of which will be distributed to local governments; and

WHEREAS, in 2021, 2023, and 2024 the State of Colorado and local governments, including the Town of Crested Butte entered into similar settlement agreements with pharmaceutical companies and an accompanying Memorandum of Understanding regarding the disbursement of settlement funds which will continue to govern the disbursement of these new settlement funds; and

WHEREAS, to ensure the State and local governments receive the full settlement amount, including the Town's share, the Town Council must approve the Opioid Settlement Documents enclosed as **Exhibit A**; and

WHEREAS, the Town Council wishes to approve the Opioid Settlement Documents and believes that doing so is in the best interests of the Town.

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. Opioid Settlement. The Town Council hereby approves the Opioid Settlement Documents enclosed as **Exhibit A**, authorizes the Mayor and Town Manager to execute the same, and further directs Staff to take such actions necessary for receipt of the Opioid Settlement Funds.

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

TOWN OF CRESTED BUTTE, COLORADO

_____

Ian Billick, Mayor

ATTEST:

_____

Lynelle Stanford, Town Clerk

Docusign Envelope ID: A744E9A1-20DD-4EB3-B719-2AAF4965390B

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Crested Butte town, CO
Reference Number: CL-1731797

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLERS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family (the "Direct Purdue Settlement"). This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because all eligible States and Territories, including Colorado, are participating in the Purdue Direct Settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding (opens PDF) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the Colorado Opioid Settlement Dashboard Local Government page (opens webpage).

The proposed Direct Purdue Settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

Docusign Envelope ID: A744E9A1-20DD-4EB3-B719-2AAF4965390B

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a State earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing those Purdue Direct Settlement funds. Any subdivision that does not participate may impact and reduce the overall amount of money for programs to remediate the opioid crisis in its State. You are encouraged to discuss the terms and benefits of the Purdue Direct Settlement with your counsel, your Attorney General's Office, and other contacts within your State. Opioid settlement funds which Colorado is entitled to receive as a result of the Purdue Direct Settlement will follow the same **Colorado Opioid Settlement Memorandum of Understanding (opens PDF)** that was signed in 2021.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in Colorado and how funds will be allocated within Colorado can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

Docusign Envelope ID: A744E9A1-20DD-4EB3-B719-2AAF4965390B

meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting included in the package. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions to participate in the Direct Purdue Settlement ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

Docusign Envelope ID: A744E9A1-20DD-4EB3-B719-2AAF4965390B

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Crested Butte town	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Docusign Envelope ID: A744E9A1-20DD-4EB3-B719-2AAF4965390B

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Manager's Report

Date: August 5, 2025

Town Manager

1) MT2030 proposal – Town staff received the attached request from the MT2030 organization to become an Anchor Community for $5,000 in support. MT2030 operates as a non-profit under the Park City Community Foundation. The designation includes four registrations to the MT2030 Summit in October. At this time, we have at least three staff/Council who have registered for the event at a cost of $450 each. Council may discuss under Staff Updates or Other Business whether they wish to fund this request. This could be absorbed in the General Government portion of the General Fund.

Sustainability

1) Dannah will be back from parental leave beginning August 19th. She will be working a 32hr per week schedule for the coming months.

Public Works

1) No updates.

Marshals

1) On July 23rd, our officers completed annual firearms requalification (pistol, rifle, shotgun).

Parks, Recreation, Open Space and Trails

1) **Senior Center Update:** Staff met with leadership from the Senior Center during our stakeholder outreach for the PROST Plan. Senior Center folks indicated that they are happy with their current use of various spaces throughout town including spaces at local churches. At this time they are no longer requesting dedicated space from the Town for a Senior Center.

2) **Irrigation Update:** Parks staff performed a complete inspection of all irrigation systems, replaced multiple heads with higher efficiency models, and repaired long-time trouble spots particularly along Gothic Rd.

3) **Fall Sports Update:** Registration is open for fall sports. Four sessions each of youth flag football and soccer are filling fast with some programs already on wait lists.

4) **Projects Update:** The Baxter Gulch trailhead relocation and Mineral Point Trail projects are underway! Trail access is open at Baxter to non-vehicular access. The ROW at Pyramid Ave. will remain closed throughout the project.

Community Development

1) The Town received $50,000 from the State's Proposition 123 Fast Track funding incentive. These funds will support our 5-year housing strategy.

2) Staff anticipates the Community Plan letter in the CB News will publish on 8/31, alongside the final adopted plan and a newsletter sign-up link on the Town website. Preparations for the zoning code update are underway, including bi-weekly code sessions with the Town attorney and a BOZAR discussion on development review processes at their July meeting 7/21. The update process will be mostly internal through September, with public engagement kicking off late September, starting with the final Compass Navigation committee meeting on 9/24, a joint BOZAR/Council work session on 10/6, and community/property owner outreach through fall and early winter. A communications campaign will launch this fall alongside the public phase of the code update.

3) The Town is currently soliciting proposals for the following:
    a. An RFP for a consultant team to support community plan implementation, including market/technical analysis of zoning incentives and development of the 5-year housing and community spaces strategy (proposals due 8/1).
    b. An RFQ for design services for the Marshals' Office addition/renovation and Crank's Plaza landscape improvements, using a Construction Manager at Risk approach (qualification proposals due 8/14).

Town Clerk

1) Council/Mayoral election packets will be available for pick up in the Clerk's Office, beginning Friday, August 1, 2025. The first day that petitions can be circulated is Wednesday, August 6, 2025. To become a candidate, a person must collect ten valid signatures from registered electors within the Town of Crested Butte. Completed petitions and documentation are due to the Clerk's Office by 5:00PM on Friday, August 29, 2025.

2) An informational session for potential candidates is scheduled for Wednesday, August 13, 2025, from 5:00PM to 6:00PM in the Council Chambers. The session is meant for someone who is considering running in the election but is seeking out information. There will be a short presentation regarding Council roles and responsibilities as well as open-ended Q & A.

3) Staff is beginning to review the special event application for Bridges of the Butte Townie Tour & The Adaptive Mountain Bike World Championships. The event is planned for Sunday, September 7,

2025. The next step will be for Staff to meet with the event organizers from Adaptive Sports, and the application will be on the August 18, 2025, Consent Agenda.

Finance/HR/IT

1) Preliminary Revenue Report for June

TOWN SALES TAX June 2025

Business Category	Total Amount 2025	Total Amount 2024	$ Diff	% Diff	YTD 2025	YTD 2024	$ Diff	% Diff
BARS/REST	187,093	169,177	17,916	10.59%	912,098	864,833	47,265	5.47%
ECOMMERCE	37,282	28,014	9,268	33.08%	182,738	131,769	50,969	38.68%
GROCERY	94,162	85,973	8,189	9.53%	380,618	376,844	3,774	1.00%
RETAIL	129,926	134,783	(4,857)	-3.60%	536,631	527,290	9,341	1.77%
RETAIL:MMJ	8,967	9,259	(292)	-3.15%	53,863	60,434	(6,571)	-10.87%
LODGING	76,784	67,280	9,504	14.13%	366,123	337,044	29,079	8.63%
CONST/HRDWR/AUTO	77,327	70,041	7,286	10.40%	262,506	253,964	8,542	3.36%
SERVICE	39,646	45,111	(5,465)	-12.11%	192,362	205,324	(12,962)	-6.31%
Grand Total	651,187	609,638	41,549	6.8%	2,886,939	2,757,502	129,437	4.7%

OTHER REVENUE SOURCES

Vacation Rental Excise Tax	70,316	67,386	2,930	4.3%	385,866	380,836	5,030	1.3%
Tobacco & Nicotine Tax	17,314	15,854	1,460	9.2%	89,842	87,650	2,192	2.5%
RETT	69,300	173,578	(104,278)	-60.1%	1,187,194	1,244,390	(57,196)	-4.6%
Carry Out Bag Fee	543	526	17	3.2%	2,430	2,910	(480)	-16.5%

Prepared 7.24.25

Upcoming Meetings or Events Council may choose to attend

August 6 – Wildfire Ready Action Plan public meeting. Feedback regarding the results of modeling and preliminary best management practices. 5-7 pm. Council Chambers

September 24 - Final Compass Navigation Committee wrap-up meeting, 8:30am – 1:00pm

October 1 – Chamber of Commerce Business After Hours sponsored by the Town of Crested Butte. Details will be forthcoming.

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.

Dear Town of Crested Butte,

We would like to invite the Town of Crested Butte to join Mountain Towns 2030 (MT2030) as an Anchor Community with an annual contribution of $5,000.

This contribution directly supports the tools, resources, and collaborative programming that MT2030 provides year-round to mountain communities at no cost. Your support helps ensure that every mountain town has access to the knowledge, partnerships, and momentum needed to accelerate local climate progress.

With this contribution, Crested Butte will receive:

- Four complimentary registrations to the MT2030 Climate Solutions Summit
- A seat on the MT2030 Advisory Council
- Recognition on the MT2030 website and at the Summit
- Access to year-round programming including
    - monthly webinars
    - working groups
    - regional forums
    - hands-on training through our Mountain Town Solutions Project
    - support for communities drafting climate action plans and zero-emissions goals

Why MT2030 Exists

Those of us that live in mountain and outdoor communities have progressed from being aware of what climate change could look like to experiencing its impacts every day.

With record-setting heat, shrinking winters, mega-droughts fueling devastating wildfires, and rivers and lakes running half-empty, climate change is an ever-present and visible threat to the communities we love.

As four-season tourist destinations, our economies, livelihoods, and mountain culture face immediate and growing risk. We have so much at stake – and with that comes both a responsibility and a powerful opportunity to lead on climate and show what's possible.

Mountain Towns 2030 (MT2030) is a nonprofit organization committed to empowering mountain communities to achieve ambitious, science-based climate goals.

Through collaborative partnerships, technical support, and strategic convenings, MT2030 accelerates climate action in mountain communities across the US, helping build stable local economies and resilient, sustainable futures.

Why Now

This is a pivotal year. Federal climate momentum is slowing. Local action is more important than ever. With your support, MT2030 can remain a free and accessible hub for mountain town leaders working to protect the places we all love.

We hope you'll consider joining as an Anchor Community and look forward to continuing the conversation.

With gratitude,

Tori Sowul

Tori Sowul
tori@mt2030.org
MT2030.org

Crested Butte Town Council
Upcoming Agenda

August 18 - Packets out Monday, August 11th
Work session –

- Budget kick-off – Refining strategic plan and specific actions for 2026
  Compass kick-off and recap of planning efforts culminating in updated capital plans

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
   b. People's Fair special event –
2. Presentation
3. Public Hearing
   a. Ord 09, 2024 Building Code adoption
   b. Ord 07, Amending Sec 13-5-60 to match SAYT program, 2nd reading – Shea
   c. Hold for an Appeal of a BOZAR decision – Mel
   d. Ord 08, Ground Lease with GCEA for EV Chargers at Tennis Courts, 2nd reading - Shea
   e. Mt Emmons Mining Company Watershed Permit - Shea
4. New Business
   a. Ord __, Amending Ch 6-5-?? To require energy audits for vacation rentals, 1st reading – Dara/Lynelle
   b. Resolution, Adopting an updated fee schedule (SAYT) - Shea
5. Exec Session

TUESDAY - September 2 - Packets out Monday, August 25th Mallika out
Work session –

- Plastic Pollution Reduction Act, local implementation - Dannah

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
   b. Selection of Architect for Marshals Facility – Mel/Shea/Mike
   c. Q2 Financial Report - Rob
2. Presentation
   a.
3. Public Hearing
   a. Ord __, Amending Ch 6-5-?? To require energy audits for vacation rentals, 2nd reading – Dara/Lynelle
4. New Business
   a. Cost analysis of composting program – Dara
5. Exec Session

Joint meeting with Mt CB re: Mountain Express

September 15 - Packets out Monday, September 8th Gabi out
Work session – 2hrs?

DRAFT

- 2026 Budget Work session
  - Refined Strategic Plan and 2026 priorities
  - Capital Plan
  - Overall Fund Strategies

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
2. Presentation
   a. Red Lady Roundabout 30% design – Shea/Mel
3. Public Hearing
   a.
4. New Business
   a. Resolution, IGA with Mt CB Water & San for Solids Processing – Shea
   b. IGA with Gunnison County re: Red Lady roundabout – Shea (Placeholder – waiting on grant docs from Feds)
   c. SH 135 Corridor Plan IGA – Mel
   d.
5. Exec Session

October 6 - Packets out Monday, September 29th

Work session –

- Joint BOZAR work session
  - What have we done so far?
    - Discuss development review process/role of BOZAR
    - Discuss/review proposed code structure moving forward
  - What's coming next? – outreach overview

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
   b. Adoption of the Snow Plan – Shea
   c. Q3 update of Council priorities (Staff Updates) – Dara
   d. Review of grant applications/awards (Staff Updates) - Dara
2. Presentation
   a.
3. Public Hearing
   a.
4. New Business
   a. Center for the Arts, Consideration of Building Transfer – Dara (schedule for 1hr plus)
   b. Draft 2026 Budget –
   c. Direction on Late Night Taxi funding -
5. Exec Session

October 20 - Packets out Monday, October 13th

Work session –

- 2026 Budget

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
   b. Annual rental agreement with WEHA - Janna
2. Presentation

DRAFT

a.
3. Public Hearing
   a.
4. New Business
   a.
   b.
5. Exec Session

November 3 - Packets out Monday, October 27th
Work session –

Regular Meeting
1. Consent Agenda
   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
2. Presentation
   a.
3. Public Hearing
   a. Adopt 2026 Annual Budget
4. New Business
   a.
   b.
5. Exec Session

November 17 - Packets out Monday, November 10th
Work session –

Regular Meeting – Swear in Mayor & New Council Members
1. Consent Agenda
   a. Minutes – Lynelle
2. Presentation
   a.
3. Public Hearing
   a.
4. New Business
   a. Appointment of the Mayor Pro Tem - Lynelle
   b. Board and Committee Appointments – Lynelle
   c.
5. Exec Session

December 1 - Packets out Monday, November 24th
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.
   b.
5. Exec Session

DRAFT

December 15 - Packets out Monday, December 8th
Work session –

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
2. Presentation
   a.
3. Public Hearing
   a.
4. New Business
   a.
   b.
5. Exec Session

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

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) – 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

August – Initiate annual budget with Council

DRAFT

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
- Agreement with GVRHA for Green Deed

DRAFT

Staff Report

August 5, 2025

To:	Mayor and Town Council
Prepared By:	Rob Sweeney, Interim Finance and Administrative Services Director
Thru:	Dara MacDonald, Town Manager
Subject:	2024 Audited Financial Statements and Letter to Governing Board

Summary:
Attached for your review are the Town's 2024 audited financial statements and Letter to Governing Board prepared by our independent auditors, McMahan and Associates, LLC (McMahan) out of Avon, Colorado.

The independent auditor's report has been filled with the Office of the State Auditor, as required by Statute. Copies will also be provided to applicable rating agencies and interested parties. The audit report will be available to the public via the Town's website.

Background:
The Town's Charter, §9.14 – *Independent Audit*, requires an independent audit of the Town's financials to be completed at least annually. In addition, Colorado Revised Statutes, §§ 29-1-601 thru 29-1-608 – *Local Government Audit Law*, defines the requirements, methods and disclosure processes local governments must follow related to annual audits. The Town engaged McMahan to complete the required independent review of the Town's financials for fiscal year 2024, in accordance with the Town's Charter and State law.

Audit Findings:
Lillian Marcione, McMahan Manager overseeing our audit, will provide a presentation to the Town Council related to any significant findings during the audit review period. Ms. Marcione will be available to answer any questions from the Town Council or community.

Recommendation:
None. For information and discussion only.

Attachments:
Town of Crested Butte Audited Financial Statements – December 31, 2024
Auditor's Letter to Governing Board

Town of Crested Butte, Colorado

Financial Statements

December 31, 2024

Town of Crested Butte, Colorado
Financial Statements
For the Year Ended December 31, 2024

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Town of Crested Butte, Colorado
Financial Statements
For the Year Ended December 31, 2024
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INDEPENDENT AUDITOR'S REPORT



TOWN OF
CRESTED BUTTE
COLORADO

McMahan and Associates, L.L.C.
Certified Public Accountants and Consultants

Web Site: www.McMahanCPA.com Main Office: (970) 845-8800

INDEPENDENT AUDITOR'S REPORT

To the Mayor and Town Council
Town of Crested Butte, Colorado

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Crested Butte, Colorado (the "Town"), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the Town as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Financial Statements* section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note V.H to the financial statements, the Town adopted Governmental Accounting Standards Board Statement No. 101, *Compensated Absences*, in 2024. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the financial statement audit.

Required Supplementary Information

U.S. GAAP require that Management's Discussion and Analysis in section B be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in section B in accordance with U.S. GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

INDEPENDENT AUDITOR'S REPORT
To the Mayor and Town Council
Town of Crested Butte, Colorado

Required Supplementary Information (continued)

The budgetary comparison information in section E is not a required part of the basic financial statements but is supplementary information required by U.S. GAAP. The budgetary comparison information in section E is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The individual fund budgetary comparison information, the *Local Highway Finance Report* in section F, and the Schedule of Expenditures of Federal Awards as required by Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* included in section G, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The individual fund budgetary comparison information, the *Local Highway Finance Report* in section F, and the Schedule of Expenditures of Federal Awards in section G are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards,* we have also issued our report dated July 25, 2025 on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and on compliance.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
Avon, Colorado
July 25, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

TOWN OF
CRESTED BUTTE
COLORADO

OWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS
Year Ended December 31, 2024

Our discussion and analysis of the Town of Crested Butte's financial performance provides an overview of the Town of Crested Butte's financial activities for the fiscal year ended December 31, 2024. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the Town of Crested Butte.

A. FINANCIAL HIGHLIGHTS

- The Town's assets exceed liabilities and deferred inflows by $84,788,036 (i.e., net position) at the end of the year, an increase of $4,876,392 from the prior year.
- Governmental funds reported fund balance of $26,478,348, an increase of $3,304,826 in comparison to prior year.
- The Town's fund balance for the General Fund, which includes the Sales Tax Fund under Governmental Accounting Standards Board (GASB) Statement 54 reporting requirements, was $10,107,075, an increase of $88,514 in comparison to prior year.
- The Town of Crested Butte's total long-term debt was $23,864,944 at the end of year. This debt is associated with upgrades to the Water and Wastewater treatment plants and building workforce housing.

B. PROJECT HIGHLIGHTS

- Led the Town's efforts to bring the Mt. Emmons land exchange and Thompson administrative withdrawal to a successful conclusion.
- Strengthened the Town's finances by:
    - Continuing to develop a stronger multi-year plan for finances needed to support town objectives, including but not limited to housing, transportation, business support and climate action. The project began in 2023 by clearly identifying several new funds within the Town's budget to help clearly identify restricted revenues, department expenses and projected shortfalls. The initiative continued in 2024 by projecting 5-years in each fund as part of the annual budget process.
    - Increasing our ability to obtain grants by retaining Sustainable Solutions DC, securing more than $16.5M in grants for projects in Crested Butte and Gunnison County, including:
        - $750K towards the Solids Processing Facility
        - $300K for the replacement of windows at Town Hall
        - $150K for remodeling of Town Hall's second floor
        - $29K for electric vehicle readiness planning
        - $148K for fleet electrification charging infrastructure
        - $15M for safety improvements on CO-135 in collaboration with Gunnison County and the City of Gunnison, inclusive of $2M secured for the construction of Red Lady intersection within Crested Butte.
    - Improving financial business processes by creating a new chart of accounts incorporating newly established funds and expense allocations.
    - Reimplemented ERP software to leverage the new chart of accounts; implemented project management and capital asset management modules within the ERP; reimplemented the payroll management module within the ERP.
    - Conducted a compensation survey for Town staff to evaluate how compensation among different types of employees may be changing in a new economic environment. A new pay plan and wage adjustments will be adopted as part of the and alongside the 2025 budget.
- The Town remains committed to supporting affordable housing initiatives in Crested Butte and the Gunnison Valley, demonstrated by the following 2024 outcomes:
    - Evaluated, executed and managed the issuance of Certificates of Participation to finance a $7.645M loan to construct 14 deed-restricted rental units in Paradise Park; executed contracts for the design and construction of the units.
    - Managed the public-private relationship with TWG Development, the developer of Mineral Point, a 34 unit, $15 million, low-income housing tax credit development that will provide rental units to households earning 30%-60% AMI. Mineral Point is being developed on a former town landfill, housing staff also managed the coordination of the developer, contractor, and environmental engineer to ensure that the project is being completed according to the robust regulatory agreements with the Colorado Department of Public Health and the Environment.

B. PROJECT HIGHLIGHTS (continued)

  - Managed and participated with the Gunnison Valley Regional Housing Authority (GVRHA) to build out a software platform that will help them more efficiently administer the deed restriction lifecycle from application, through lottery, leasing/sale, compliance, and resale.
  - Worked collaboratively with Gunnison County to agree to extend water and sewer utilities to their Whetstone workforce housing project south of Town.
  - Worked closely with the GVRHA on crafting and finalizing the new Housing Needs Assessment for the Gunnison Valley.
- The Town completed several projects in support of its commitment to sustainability and climate, including:
  - Developed a draft 2030 Climate Action Plan and conducted public outreach.
  - Launched a pilot residential compost drop off program in partnership with Mt. Crested Butte through Elements Mountain compost.
  - The Town continues to replace legacy vehicles with electric and/or hybrid vehicles, including a hybrid loader, two electric Ford Lightnings, an electric police-model Chevy Blazer and two electric Chevy 2500s.
- The Town completed many critical infrastructure projects, including:
  - A multi-million-dollar capital improvement aimed at upgrading our Solids Processing Facility, adding administrative facilities for staff, and enclosing the secondary treatment process. Funding for the project was obtained through a Department of Local Affairs (DOLA) grant in the amount of $750,000, $11,000,000 direct loan, $3,000,000 green loan from the State Revolving Fund (SRF), and cash contributions from the Enterprise Fund reserves.
  - Crested Butte started off 2024 with an average snow year. This enabled staff to start the construction season on time. Staff completed a variety of preventative maintenance tasks, such as crack sealing, street sweeping, paint striping, alley grading and ROW grading. In addition to the annual maintenance typically completed, the staff performed hot patching, curb and gutter replacement, and storm water maintenance.
  - 2024 marked the Town's 5-year paving project with the repaving of 8th street, from Butte to Elk Aves, and Elk Ave, from 6th to 9th Street. Work commenced in July of 2024 and was completed in September of 2024. In addition to the resurfacing of the roadway, underground storm water improvements were also included in the project.
- The Town continues to plan for, acquire, build, maintain and improve public spaces and recreational opportunities. 2024 saw the completion of the following projects and services:
  - Completed maintenance, irrigation, field care, playground maintenance, prep for athletic programs for 25.23 acres of park space.
  - Completed the design and public outreach for the Totem Pole Renovation project and completed construction of all but the final planting which is slated for June of 2025.
  - Completed the Bike Park Renovation Project with grant funding awarded through the Met Rec.
  - Completed public art and signage for the Skatepark Renovation Project.
  - Continued the Native Grass Conversion Project and expanded the area west of the Marshals building.
  - In partnership with Crested Butte Botanic Gardens, completed the native plant display at Three Ladies Park.
  - Completed the Red Lady Open Space Ladder Fuels Mitigation Project.
  - Completed trail planning and design for the Mineral Point Trail Project.
  - Successfully ran 106 activities and programs for various age groups and skill levels throughout the year serving over 1,180 community members.
- Facilitated the Town's Development Review Process and support of community-based land-use initiatives, as demonstrated by the following:
  - Managed the Board of Zoning and Architectural Review (BOZAR) review and approval of 152 development applications, with 25 formal reviews and 127 insubstantial reviews.
  - Managed the review and approval of 100 building permits. Issued 72 Certificates of Occupancy (COs) with 60 residential and two commercial mixed-use COs issued for new construction, or major redevelopment projects
  - Crafted and gained Council approval of updating the Town Municipal Code related to demolition of historic structures.
  - Maintained a Community Rating System (CRS) score of 7 on the Town's first annual review. This reevaluation ensures federally-protect flood insurance to residents and maintains a 15% discount to property owners in Crested Butte.

B. PROJECT HIGHLIGHTS (continued)

- Facilitated and completed several strategic and operational planning efforts, including:
    - Administered the technical analysis and facilitated the community engagement necessary for Town Council to adopt the Town's first Transportation Mobility Plan.
    - Crafted the Town's first Town-wide traffic calming policy and implemented the 2024 traffic calming program.
    - Garnered Gunnison County's commitment to an integrated land use and transportation plan, which will commence in 2025.
    - Managed the development of the Town's first Historic Preservation Plan.
    - Managed the development of the Town's third Climate Action Plan.
    - Managed the development of the Town's Community Plan, which examines the Town's Zoning code to reduce the costs of development in the community.
    - Improved community engagement and communication through efforts related to long-range planning efforts flowing from the Community Compass, community block parties and coffee with the Council.

C. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town of Crested Butte's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private sector business.

The statement of net position presents information on all assets, liabilities and deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether financial position is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, public safety, streets and highways, culture and recreation and community development. The business type activities include sewer and water.

Fund financial statements. A fund is a group of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The Town's funds can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds. Most of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that is available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The relationship or differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds are described in a reconciliation statement.

Proprietary Funds. Proprietary funds are maintained as follows:

Enterprise funds are used to report the same functions presented as business-type activities in the government wide financial statements, only in more detail. The Town reports its water and sewer operations as an enterprise fund.

C. OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

D. GOVERNMENT-WIDE FINANCIAL ANALYSIS

On December 31, 2024, total net position was $84,788,036, an increase of $4,876,392 from the prior year. This increase was largely due to planned investments in capital assets.

A large portion of net position is the investment in capital assets (net of related debt) which accounts for 58% of total net position. This amount reflects the investment in all capital assets less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens and are not available for future spending.

Unrestricted net position is the part of net position that can be used to finance day to day operations without constraints, represents 40% of total net position.

The following table summarizes the Town's net position:

Town of Crested Butte's Net Position

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets:						
Current and other assets	$ 33,401,166	$ 29,310,171	$ 6,884,732	$ 6,786,397	$ 40,285,898	$ 36,096,568
Capital assets	41,901,855	31,971,476	31,175,480	11,526,897	73,077,335	43,498,373
Total Assets	75,303,021	61,281,647	38,060,212	18,313,294	113,363,233	79,594,941
Liabilities:						
Other liabilities	2,016,205	2,124,032	950,139	641,281	2,966,344	2,765,313
Long-term liabilities	7,838,493	116,075	15,442,714	4,404,826	23,281,207	4,520,901
Total Liabilities	9,854,698	2,240,107	16,392,853	5,046,107	26,247,551	7,286,214
Deferred Inflows of Resources:						
Property taxes	1,784,226	1,363,150	-	-	1,784,226	1,363,150
Lease related	543,420	-	-	-	543,420	-
Total Deferred Inflows of Resources	2,327,646	1,363,150	-	-	2,327,646	1,363,150
Net Position:						
Net investment in capital assets	34,029,877	31,971,476	15,182,514	6,849,725	49,212,391	38,821,201
Restricted	763,844	527,606	874,166	382,463	1,638,010	910,069
Unrestricted	28,326,956	25,179,308	5,610,679	6,034,999	33,937,635	31,214,307
Total Net Position	$ 63,120,677	$ 57,678,390	$ 21,667,359	$ 13,267,187	$ 84,788,036	$ 70,945,577

The following table summarizes the Town's changes in net position:

E. FINANCIAL ANALYSIS OF GOVERNMENT FUNDS

Town of Crested Butte's Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
REVENUES:	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**
Program revenues:						
Charges for services	$ 1,568,071	1,235,956	3,271,178	2,967,742	4,839,249	4,203,698
Operating grants and contributions	212,129	685,477	1,537,500	707,371	1,749,629	1,392,848
Capital grants and contributions	158,860	1,483,563	1,695,292	3,431,509	1,854,152	4,915,072
General revenues:						
Sales and use taxes	8,443,449	7,615,227	-	-	8,443,449	7,615,227
Real estate transfer tax	2,534,386	2,908,084	-	-	2,534,386	2,908,084
Property taxes	1,881,933	1,401,976	-	-	1,881,933	1,401,976
Specific ownership taxes	89,152	292,868	-	-	89,152	292,868
Franchise taxes	41,441	64,240	-	-	41,441	64,240
Miscellaneous taxes	1,061,787	1,119,003	-	-	1,061,787	1,119,003
Investment earnings	532,379	297,358	511,959	528,154	1,044,338	825,512
Gain (loss) on asset dispositio	83,014	74,731	(640)	-	82,374	74,731
Miscellaneous	100,059	190,370	-	-	100,059	190,370
Total Revenues	16,706,660	17,368,853	7,015,289	7,634,776	23,721,949	25,003,629
EXPENSES:						
General government	3,746,277	3,554,091	-	-	3,746,277	3,554,091
Public safety	1,534,460	1,560,903	-	-	1,534,460	1,560,903
Public works	3,580,683	2,277,607	-	-	3,580,683	2,277,607
Community development	1,258,429	1,183,683	-	-	1,258,429	1,183,683
Culture and recreation	2,434,915	2,639,454	-	-	2,434,915	2,639,454
Affordable housing	932,294	605,439	-		932,294	605,439
Transportation	1,874,366	1,339,507	-	-	1,874,366	1,339,507
Interest on long-term debt	211,430	548			211,430	548
Sewer, water and sanitation	-	-	3,272,703	2,945,221	3,272,703	2,945,221
Total Expenses	15,572,854	13,161,232	3,272,703	2,945,221	18,845,557	16,106,453
Change in Net Position	1,133,806	4,207,621	3,742,586	4,689,555	4,876,392	8,897,176
Net Position - Beginning (restated)	61,986,871	57,678,390	17,924,773	13,267,187	79,911,644	70,945,577
Net Position - Ending	$ 63,120,677	$ 61,886,011	$ 21,667,359	$ 17,956,742	$ 84,788,036	$ 79,842,753

Beginning Net Position was restated in the governmental and business-type activities as follows:

	12/31/2023 As previously reported	Change in Accounting Principle	Error Correction	12/31/2023 As restated
Government-Wide				
Governmental activities	61,886,011	(146,524)	247,384	61,986,871
Business-type activities	17,956,742	(31,969)	-	17,924,773
Total Primary Government	79,842,753	(178,493)	247,384	79,911,644

Detailed information on the restatement can be found in the notes to the financials on page D28.

E. FINANCIAL ANALYSIS OF GOVERNMENT FUNDS (continued)

Governmental funds. The focus of government funds is to provide information on near term inflows, outflows and balances of spendable resources. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of December 31, 2024, the Town's governmental funds reported combined ending fund balance of $26,478,348, a increase of $3,304,826 over the prior year. Of the combined ending fund balance for all governmental funds, 35% or $9,381,075 constitutes unassigned fund balance, which is available for appropriation at the Town's discretion. The Town has five major governmental funds. They are General, General Capital, Affordable Housing, Open Space, and Street and Alley. The Town has three other non-major governmental funds. They are the Parks, Recreation, and Trails Fund; Conservation Trust Fund; and Transit and Mobility Fund.

The General Fund is the primary operating fund for the Town of Crested Butte. Under the fund reporting requirements of GASB 54, the sales tax fund is now combined into the General fund for reporting purposes. At the end of 2024, unassigned fund balance for the General Fund was $9,381,075. This unassigned fund balance is approximately 137% of the total 2024 expenditures of the combined General Fund. The unassigned fund balance increased by $64,898 during 2024.

The General Capital Fund accounts for general capital acquisitions and maintenance expenditures. Real estate transfer taxes and use tax revenues are its major sources of revenue. At the end of 2024, the General Capital Fund balance available for capital projects was $7,258,335, a decrease of $3,620,587. The decrease is related to a transfer of fund balance, to establish the Open Space Fund as its own independent fund.

The Affordable Housing Fund accounts for development of affordable housing units, including acquisition and maintenance expenditures for Town owned units and infrastructure development for affordable housing area within Town. Its main source of revenue is an excise tax assessed on short term rentals in Town. Other sources of revenue include fee assessment on certain building permits within Town, and grants. Its total fund balance was $4,601,700 at the end of 2024, an increase of $4,477,549. The increase was largely due to debt proceeds that will be used for additional affordable housing units.

The Open Space Fund accounts for conservation projects, open space protection investments, and recreational access spending. The funds primary source of revenue is real estate transfer taxes. Its total fund balance was $2,332,571 at the end of 2024, an increase of $2,332,571.

The Street and Alley Fund accounts for construction and maintenance expenditures on the Town's streets, alleys, right of ways, sidewalks and parking lots. Its main source of revenue is a dedicated property tax. Its total fund balance was $860,116 at the end of 2024, a decrease of $1,270,658. A significant portion of the decrease was due to street and parking maintenance projects.

Proprietary funds. The Town has one enterprise fund which accounts for sewer, water, and trash operations. Year-end unrestricted net position of the sewer and water fund amounted to $5,610,679 in 2024, a decrease of $424,320. Year-end total net position amounted to $21,667,359 in 2024,an increase of $3,742,586. The increase was primarily related to capital contributions to the ATAD facility improvements and water tap fees related the mineral point project.

F. BUDGETARY HIGHLIGHTS

Beginning mid-June 2020, outdoor tourism, including camping, biking, and hiking began to boom. Driving this boom were people seeking to escape urban areas during the pandemic and related shutdowns. Many of these people camped or stayed in vacation rentals and worked remotely. This phenomenon has softened with sales and vacation rental tax revenues flattening in 2023 following the unprecedented growth of the prior several years. 2024 is trending 5.5% above 2023 actual sales tax. 2025 sales tax collections are projected to increase 1.25% over 2024 projected revenues. Recent trends illustrate changing demographics in Crested Butte and the northern Gunnison Valley. Housing prices skyrocketed in 2020 and 2021, although both the volume of sales and the price increases have slowed since. The Town continues to see an influx of remote workers moving to Crested Butte along with increasing numbers of part-time residents in the area. This is driving increasing demands on Town's infrastructure and services. This rapid increase in housing expenses is making it nearly impossible for most workers who do not already own homes in town to live in town. To best evaluate and respond to these trends, the Town Council and staff brought together residents and other key constituents in 2021 and 2022 to determine what the vision and path forward should be. The resulting document, titled the Community Compass, now provides the guiding principles to ensure that public policy, change and investments within and around the Town occur in compliance with the Town's mutually agreed upon values.

F. BUDGETARY HIGHLIGHTS (continued)

A separate budget is prepared for each fund and/or area of operations and is discussed in more detail with each fund. New for the 2025 budget, staff have incorporated forecasting the budgets forward for an additional 5 years to help Council and the public consider the impact of current decisions on future municipal finances. Discipline over spending has been a long-standing practice in all departments to ensure dollars are spent wisely and with long-term benefits in mind. Requests for funds for both operations and capital always exceed revenue sources. Council has directed staff to maintain at least one year of operating reserves in all Town funds. With rapid inflation in recent years, ongoing maintenance needs and the community desire to continue pushing forward on a variety of projects, the Town Council has directed that they will revisit the policy around operational reserves in 2025. They will look at determining the appropriate level of reserves should be for the community balanced against what could be accomplished with the funds that could be drawn out of reserves.

Capital expenditures vary from year to year as with the timing of certain one-time costs and special projects. 2024 was a relatively small year for capital expenditures with most funds just seeing routine vehicle replacements. Some exceptions were completion of the large, multi-faceted project at the wastewater plant, commencement of construction of 14 rental units in Paradise Park, full-depth recycling projects on 8th Street and eastern Elk Ave with associated stormwater improvements, and some larger facilities maintenance projects.

Overall, Crested Butte's financial condition is healthy due to the growth in sales and real estate transfer taxes, combined with rate increases and closely managed expenditures. Over the last few years, the Town made significant investments in open space projects, affordable housing, street maintenance, water treatment plant and wastewater treatment plant upgrades. The 2025 budget includes $14,651,657 in capital expenditures with an offsetting $2,504,782 in anticipated grants. Some of the capital outlay is for routine vehicle and equipment replacement (including a dump truck in public works), building maintenance and related expenses. Funding is included for interior improvements at Town Hall, replacement of some windows and repair of the chimney and other exterior brick sections. Grant funding has been secured to offset some of this expense. Significant projects in the Enterprise fund in 2025 include repairs to the Lake Irwin outlet, continued investigation into an alternate source for drinking water and replacement of aging underground infrastructure from 3rd & Sopris to 6th.

The Town began 2024 with the assumption that we could construct and sell 16 affordable housing units in the Paradise Park neighborhood with a reasonable outlay of Town funds to offset some of the expense. Following completion of design and firm construction estimates it became evident that would not be possible. Town staff and the Council pivoted, investigated options and determined an acceptable path forward would be to issue Certificates of Participation (COPs), construct 14 units, and maintain them as rentals for the foreseeable future. Town subsequently issued the COPs, garnered $7,645,000 and construction commenced in the spring. Construction is several months ahead of schedule, with construction to be completed in summer 2025. The budget includes $3.8M to complete the project in 2025. COP lease payments are significant in the coming years and will eventually be partially covered with rental payments for the units. Additionally, funds will be needed from the vacation rental excise tax revenues with the Capital fund used to close any funding gaps.

The ballot measure approved in November 2016 directed that the Town pay the Mt. Emmons Mining Company ("MEMC") $2,000,000 once a federal withdrawal occurred and MEMC abandoned the more than 9,000 acres of unpatented mining claims on and around Mt. Emmons, also known as the Red Lady. MEMC, a subsidiary of Freeport-McMoRan, worked with the Town, County, and community partners towards this goal over the past eight years. Withdrawal and abandonment of the claims required Federal approval which was completed in April 2024. The land exchange and relinquishment of unpatented claims was completed in August 2024 at which time the Town paid MEMC $2,000,000. This has resolved the battle to limit a large mine on Mt Emmons which had been ongoing since 1977.

G. CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. The Town of Crested Butte invested $12,317,175 in capital assets for its governmental and business type activities in 2024. As required by GASB34, the investment in capital assets includes land, buildings, improvements other than buildings, equipment, water systems, sewer systems and infrastructure.

Long-term Debt. At the end of 2024, the total outstanding long-term debt of the Town was $23,807,644, an increase of $8,392,831 from 2023. In 2024, the Town issued Certificates of Participation, series 2024, in the amount of $7,645,000, for construction of affordable housing.

H. ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The budget is based on trends and assumptions about the future. With very few exceptions, we do not know today which vendors will be paid how much for what product or service during 2025. We look back at recent experiences and use that data, along with indicators for the future, to estimate costs for many different supplies, utilities, contracted services, repairs, and maintenance, etc. Likewise, the revenue budget is based on limited known data and projections for many unknowns.

Generally, revenues are projected at a growth rate of 1.25% while operational expenses are projected to increase 3% each year. Of course, if more specific information is available for any category, that more refined projection is utilized. Capital projects are based upon estimates for both timing and cost with increasing uncertainty the farther out the projection.

A primary assumption for the 2025 budget deals with post-pandemic inflation and related factors. The annual inflation rate for the United States is 2.6% for the 12 months ending October 2024 according to U.S. Labor Department. The Colorado Department of Local Affairs (DOLA) provides CPI projections on their website from the CO Legislative Council and CO Office of State Planning and Budgeting. These two agencies provided 2024 forecasts of the Denver-Aurora-Lakewood CPI in September of 2.7% and 2.5% respectively.

The most significant economic indicator for the Town is sales tax. Town sales tax revenue of $6,796,754 is budgeted in 2025, 1.25% above the 2024 projected revenue. Visitors contribute significantly to Crested Butte's economy which causes severe seasonal fluctuations in revenues. Crested Butte's largest month for sales tax collections (July) was 79% greater than the lowest month (April) in 2024. Crested Butte receives ½ of the County sales tax generated within the municipality. Town's portion of the Gunnison County sales tax is projected to be $675,000 in 2025.

Certain predictions must be made regarding the coming year. These key assumptions and changes were some of the primary topics for discussion during the public budget work sessions with Town Council.

Total Revenue

- Sales tax revenue – assumes 1.25% growth in 2025 over 2024 projected revenue. Although sales tax revenues have seen strong growth in recent years, our approach is typically conservative with regards to revenue generation to manage expenses accordingly.
- RETT – the real estate transfer tax is projected to be lower than recent years as we cautiously monitor the real estate market.
- Nicotine tax – a Town ballot initiative was passed in 2019 that applied an excise tax on cigarettes and other nicotine containing products. The related amount budgeted for 2025 is $175,000, a decrease in peak revenues of approximately $200,000 in the past. The closure of the retailer specializing in tobacco products and paraphernalia seems to have resulted in decreased revenues. These funds are intended to be used locally for Community health and wellness initiatives. These funds will be distributed to the school district and through Town's community grant cycles.
- Vacation rental license fees and excise tax – In January 2018 the Town began issuing vacation rental licenses for the first time. Additionally, Town collects a 7.5% excise tax on all vacation rentals. Excise tax collections are anticipated to be $754,000 in 2025 and used strictly to support affordable housing efforts. These revenues have declined over the past year as filers outside of town have done a better job with remitting to the Town of Mt. Crested Butte or the County and not to the Town of Crested Butte.
- Water and Sewer fees – base rates for monthly water and sewer services will increase by 2% per EQR. Significant increases to base rates were imposed in 2022 and 2023 along with measures intended to encourage water conservation. For 2025 the base rates will increase modestly to keep pace with increasing operational expenses.
- Interest Income – Town is seeing an increase in interest income due to the increases in interest rates. We are projecting interest revenues to hold steady in 2025.
- Contribution from reserves - 2025 will see contributions from reserves in multiple funds:
    - Transit and Mobility will operate at a negative $33,574.
    - Parks, Recreation & Trails will receive $149,494 from the General Fund to offset operating deficits in the recreation programs. This fund will always require some measure of contributions from the General Fund to break even as recreation program revenues generated by the fund itself are not sufficient to cover operating costs.

H. ECONOMIC FACTORS AND NEXT YEAR'S BUDGET (continued)

- Parks, Recreation & Trails will receive $281,047 from the Capital fund. This fund may always require some measure of contributions from the Capital fund to break even as dedicated sales and use tax revenues are not sufficient to cover operating and capital costs.
- Affordable Housing will operate at a negative $1,422,567 primarily due to funding completion of 14 units in Paradise Park and associated debt service payments. As currently projected, the required transfers from the Capital Fund should be reduced to $220,319 in 2026 and not necessary going forward.
- Streets & Alleys will operate at a negative $555,745 in 2025. This is budgeted as a reduction in operating reserve fund balance. Discussions in 2025 will guide whether this fund will be supported from the General Fund spendable fund balance or revenue increases in the future.
- Capital Fund will operate at a negative $1,383,660 as a result of vehicle purchases, EV fleet charging station, planning for the Marshal's facility, Town Hall improvements, and construction of affordable housing.
    - General Fund will operate at a net surplus of $400,787 in 2005.

Total Expenditures

- Personnel – the 2025 budget contemplates a reduction of one FTE in the Community Development Department.
- Wages – the 2025 budget accommodates a 3% COLA increase and 1% merit pool. A Compensation Survey was completed in 2024 resulting in a new pay plan and several one-time wage adjustments to bring employees into the new pay plan. Significant increases were made to officer pay in the Marshals as they were transitioned to a step plan.
- Employee health insurance – 13.5% increase in medical premiums versus 2024.
- Property and Casualty – Rates for property and casualty insurance increased by 8.4% for 2025.
- Debt Service – Debt service began in 2024 in the Affordable Housing fund because of the Certificates of Participation issued to fund 14 rental units in Paradise Park. The Enterprise fund also has several outstanding loans.

I. REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Town of Crested Butte's finances. If you have questions about this report or need additional financial information, contact the Town of Crested Butte, Finance Department, PO Box 39, Crested Butte, Colorado 81224.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

TOWN OF
CRESTED BUTTE
COLORADO

Town of Crested Butte, Colorado
Statement of Net Position
December 31, 2024

	Governmental Activities	Business-type Activities	Total
Assets:			
Cash and investments - Unrestricted	26,739,964	5,297,552	32,037,516
Receivables, net:			
Taxes	2,693,480	-	2,693,480
Other governments	18,098	1,224,757	1,242,855
Other	10,620	317,810	328,430
Leases receivable	132,570	-	132,570
Notes receivable	875,000	-	875,000
Inventories	-	44,613	44,613
Investment in joint venture	2,931,434	-	2,931,434
Capital assets, not being depreciated	25,239,948	22,955,964	48,195,912
Capital assets, net of accumulated depreciation	16,661,907	8,219,516	24,881,423
Total Assets	75,303,021	38,060,212	113,363,233
Liabilities:			
Accounts payable	791,649	260,195	1,051,844
Accrued payroll and related liabilities	3,334	3,505	6,839
Deposits payable	868,755	-	868,755
Interest payable	60,167	59,029	119,196
Compensated absences			
Due in more than one year	258,815	77,158	335,973
Noncurrent liability:			
Due within one year	292,300	627,410	919,710
Due in more than one year	7,579,678	15,365,556	22,945,234
Total Liabilities	9,854,698	16,392,853	26,247,551
Deferred Inflows of Resources:			
Property taxes	1,784,226	-	1,784,226
Lease-related	543,420	-	543,420
Total Deferred Inflows of Resources	2,327,646	-	2,327,646
Net Position:			
Net investment in capital assets	34,029,877	15,182,514	49,212,391
Restricted:			
TABOR emergency reserve	726,000	250,000	976,000
Debt service	-	624,166	624,166
Conservation Trust Fund	37,844	-	37,844
Unrestricted	28,326,956	5,610,679	33,937,635
Total Net Position	63,120,677	21,667,359	84,788,036

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Statement of Activities
For the Year Ended December 31, 2024

Functions/Programs:	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental activities:							
General government	3,746,277	315,428	50,265	-	(3,380,584)		(3,380,584)
Public safety	1,534,460	20,986	1,478	-	(1,511,996)		(1,511,996)
Public works	3,580,683	28,932	-	-	(3,551,751)		(3,551,751)
Community development	1,258,429	608,606	124,053	-	(525,770)		(525,770)
Culture and recreation	2,434,915	364,484	36,333	10,010	(2,024,088)		(2,024,088)
Affordable housing	932,294	163,051	-	148,850	(620,393)		(620,393)
Transportation	1,874,366	66,584	-	-	(1,807,782)		(1,807,782)
Interest on long-term debt	211,430	-	-	-	(211,430)		(211,430)
Total - Governmental activities	15,572,854	1,568,071	212,129	158,860	(13,633,794)		(13,633,794)
Business-type activities:							
Sewer, water and sanitation	3,272,703	3,271,178	1,537,500	1,695,292		3,231,267	3,231,267
Total - Business-type activities	3,272,703	3,271,178	1,537,500	1,695,292		3,231,267	3,231,267
Total	18,845,557	4,839,249	1,749,629	1,854,152	(13,633,794)	3,231,267	(10,402,527)
General revenues:							
Taxes:							
Sales and use taxes					8,443,449	-	8,443,449
Real estate transfer tax					2,534,386	-	2,534,386
Property taxes					1,881,933	-	1,881,933
Specific ownership taxes					89,152	-	89,152
Franchise taxes					41,441	-	41,441
Miscellaneous taxes					1,061,787	-	1,061,787
Investment earnings					532,379	511,959	1,044,338
Gain (loss) on asset disposition					83,014	(640)	82,374
Miscellaneous					100,059	-	100,059
Total - General revenues and transfers					14,767,600	511,319	15,278,919
Change in Net Position					1,133,806	3,742,586	4,876,392
Net Position - January 1 (restated)					61,986,871	17,924,773	79,911,644
Net Position - December 31					63,120,677	21,667,359	84,788,036

The accompanying notes are an integral part of these financial statements.

FUND FINANCIAL STATEMENTS



TOWN OF
CRESTED BUTTE
COLORADO

Town of Crested Butte, Colorado
Balance Sheet
Governmental Funds
December 31, 2024

	General Fund	Affordable Housing Fund	Open Space Fund	General Capital Fund	Street and Alley Fund	Non-major Funds	Total Governmental Funds
Assets:							
Cash and investments - Unrestricted	10,195,470	4,178,269	2,338,250	7,321,162	1,109,280	1,597,533	26,739,964
Receivables:							
Taxes	1,254,588	-	-	-	1,438,892	-	2,693,480
Intergovernmental	2,839	4,705	-	-	5,500	5,054	18,098
Accrued interest receivable	-	10,620	-	-	-	-	10,620
Leases receivable	-	132,570	-	-	-	-	132,570
Notes receivable	-	875,000	-	-	-	-	875,000
Total Assets	11,452,897	5,201,164	2,338,250	7,321,162	2,553,672	1,602,587	30,469,732
Liabilities:							
Accounts payable	175,534	44,306	5,679	53,122	244,245	268,763	791,649
Accrued payroll and related liabilities	-	160	-	2,755	419	-	3,334
Deposits payable	824,954	11,578	-	6,950	10,000	15,273	868,755
Total Liabilities	1,000,488	56,044	5,679	62,827	254,664	284,036	1,663,738
Deferred Inflows of Resources:							
Property taxes	345,334	-	-	-	1,438,892	-	1,784,226
Lease-related	-	543,420	-	-	-	-	543,420
Total Deferred Inflows of Resources	345,334	543,420	-	-	1,438,892	-	2,327,646
Fund Balances:							
Restricted	726,000	-	-	-	-	37,844	763,844
Committed	-	4,601,700	2,332,571	7,258,335	860,116	1,280,707	16,333,429
Unassigned	9,381,075	-	-	-	-	-	9,381,075
Total Fund Balances	10,107,075	4,601,700	2,332,571	7,258,335	860,116	1,318,551	26,478,348
Total Liabilities, Deferred Inflows, and Fund Balances	11,452,897	5,201,164	2,338,250	7,321,162	2,553,672	1,602,587	30,469,732

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
December 31, 2024

Total Governmental Fund Balances		26,478,348
Amounts reported for governmental activities in the Statement of Net Position are different because:		
The Town has an equity interest in Mountain Express. Equity investments related to governmental activities are not currently available financial resources and, therefore, are not reported in the funds.		2,931,434
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Cost of capital assets	56,621,169	
Less: Accumulated depreciation	(14,719,314)	
		41,901,855
Long-term liabilities and deferred inflows of resources, including debt payable, interest payable, compensated absences and pension related deferred inflows of resources, are not due and payable in the current period and, therefore, are not reported in the funds.		
Subscription payable	(57,300)	
Accrued compensated absences	(258,815)	
Certificates of participation payable	(7,814,678)	
Accrued interest	(60,167)	
		(8,190,960)
Net Position of Governmental Activities		63,120,677

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2024

	General Fund	Affordable Housing Fund	Open Space Fund	General Capital Fund	Street and Alley Fund	Non-major Funds	Total Governmental Funds
Revenues:							
Taxes	6,162,669	804,213	-	756,665	1,497,531	2,346,949	11,568,027
Real estate transfer tax	-	-	1,267,193	1,267,193	-	-	2,534,386
Licenses, permits, and fees	696,748	-	-	-	28,932	-	725,680
Intergovernmental revenue	132,540	148,850	21,220	10,000	-	15,547	328,157
Charges for services	189,883	163,051	-	-	-	199,323	552,257
Housing payments in lieu	-	82,937	-	-	-	-	82,937
Investment income	355,107	175,665	-	-	-	1,607	532,379
Miscellaneous	51,380	-	-	231,323	17,123	-	299,826
Total Revenues	7,588,327	1,374,716	1,288,413	2,265,181	1,543,586	2,563,426	16,623,649
Expenditures:							
General government	3,167,266	-	-	-	-	-	3,167,266
Public safety	1,570,721	-	-	-	-	-	1,570,721
Public works	783,507	-	-	-	-	-	783,507
Streets	-	-	-	-	711,794	-	711,794
Community development	1,265,861	-	-	-	-	-	1,265,861
Culture and recreation	-	-	139,607	-	-	1,297,151	1,436,758
Affordable housing	-	623,758	-	-	-	-	623,758
Transportation	-	-	-	-	-	1,698,380	1,698,380
Capital outlay	-	4,307,597	2,076,523	1,152,577	2,169,450	49,340	9,755,487
Debt service:							
Principal	57,116	425,000	-	-	-	-	482,116
Interest	366	172,509	-	-	-	-	172,875
Total Expenditures	6,844,837	5,528,864	2,216,130	1,152,577	2,881,244	3,044,871	21,668,523
Excess (Deficiency) of Revenues Over Expenditures	743,490	(4,154,148)	(927,717)	1,112,604	(1,337,658)	(481,445)	(5,044,874)
Other Financing Sources (Uses):							
Transfers in	-	370,404	3,260,288	-	-	1,778,882	5,409,574
Transfers (out)	(654,976)	-	-	(4,754,598)	-	-	(5,409,574)
Debt proceeds	-	8,261,293	-	-	-	-	8,261,293
Sale of assets	-	-	-	21,407	67,000	-	88,407
Total Other Financing Sources (Uses)	(654,976)	8,631,697	3,260,288	(4,733,191)	67,000	1,778,882	8,349,700
Net Change in Fund Balances	88,514	4,477,549	2,332,571	(3,620,587)	(1,270,658)	1,297,437	3,304,826
Fund Balances - January 1 (restated)	10,018,561	124,151	-	10,878,922	2,130,774	21,114	23,173,522
Fund Balances - December 31	10,107,075	4,601,700	2,332,571	7,258,335	860,116	1,318,551	26,478,348

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended December 31, 2024

Net Change in Fund Balances of Governmental Funds		3,304,826
Amounts reported for governmental activities in the Statement of Activities are different because:		
The change in equity interest in joint venture does not provide or use current financial resources and, therefore, is not reported as revenue or expenditure in the governmental funds.		(175,986)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the difference between capital outlay and depreciation:		
Depreciation expense	(1,426,464)	
Capital outlay	7,202,607	
		5,776,143
The net effect of miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is a net decrease to net position:		(5,393)
The issuance of long-term debt (i.e., certificates of participation and capital leases) provides current financial resources to governmental funds, while the repayment of principal on long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This is the amount of principal repayments less debt proceeds reported in the governmental funds.		
Debt proceeds	(8,261,293)	
Principal repayments - Subscription liability	425,000	
Principal repayments - Certificates of participation	57,116	
		(7,779,177)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in accrued interest	(38,552)	
Change in accrued compensated absences	51,945	
		13,393
Change in Net Position of Governmental Activities		1,133,806

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Statement of Net Position
Proprietary Funds
December 31, 2024

	Business-type Activities
	Sewer, Water, and Sanitation Enterprise Fund
Assets:	
Current assets:	
Cash and investments - Unrestricted	5,297,552
Accounts receivable	317,810
Due from other governments	1,224,757
Inventories	44,613
Total - Current assets	6,884,732
Noncurrent assets:	
Capital assets, not being depreciated	22,955,964
Capital assets, net of accumulated depreciation	8,219,516
Total - Noncurrent assets	31,175,480
Total Assets	38,060,212
Liabilities:	
Current liabilities:	
Accounts payable	260,195
Accrued payroll and related liabilities	3,505
Interest payable	59,029
Current portion of long-term debt	627,410
Total - Current liabilities	950,139
Noncurrent liabilities:	
Compensated absences	77,158
Debt, net of current portion	15,365,556
Total - Noncurrent liabilities	15,442,714
Total Liabilities	16,392,853
Net Position:	
Net investment in capital assets	15,182,514
Restricted for emergencies	250,000
Restricted for debt service	624,166
Unrestricted	5,610,679
Total Net Position	21,667,359

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2024

	Business-type Activities
	Sewer, Water, and Sanitation Enterprise Fund
Operating Revenues:	
Charges for services	3,271,178
Total Operating Revenues	3,271,178
Operating Expenses:	
Operations and maintenance	1,788,382
Administrative fee	398,223
Depreciation	680,321
Total Expenses	2,866,926
Operating Income (Loss)	404,252
Non-operating Revenues (Expenses):	
State and federal grants	1,537,500
Investment income	511,959
Gain (loss) on asset disposal	(640)
Interest expense	(405,777)
Total Non-operating Revenues (Expenses)	1,643,042
Income before Capital Contributions	2,047,294
Capital Contributions:	
Tap fees:	
Water	732,676
Sewer	962,616
Total Capital Contributions	1,695,292
Change in Net Position	3,742,586
Net Position - January 1 (restated)	17,924,773
Net Position - December 31	21,667,359

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2024

	Business-type Activities Sewer, Water, and Sanitation Enterprise Fund
Cash Flows From Operating Activities:	
Cash received from customers	3,224,287
Cash paid to suppliers for goods and services	(2,923,673)
Cash paid to employees	(823,507)
Net Cash Provided (Used) by Operating Activities	(522,893)
Cash Flows From Capital and Related Financing Activities:	
Tap fees received	1,695,292
Intergovernmental revenue	4,604,506
Interest paid	(363,884)
Debt proceeds received	2,692,564
Principal repayments on debt	(614,410)
Acquisition of capital assets	(5,114,568)
Net Cash Provided (Used) by Capital and Related Financing Activities	2,899,500
Cash Flows From Investing Activities:	
Interest received	511,959
Net Cash Provided (Used) by Investing Activities	511,959
Net Change in Cash and Cash Equivalents	2,888,566
Cash and Investments - Beginning	2,408,986
Cash and Investments - Ending	5,297,552
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:	
Operating income (loss)	404,252
Adjustments:	
Depreciation expense	680,319
(Increase) decrease in accounts receivable	(46,891)
(Increase) decrease in inventory	(26,532)
Increase (decrease) in accounts payable	(1,539,441)
Increase (decrease) in accrued benefits	5,400
Total Adjustments	(927,145)
Net Cash Provided (Used) by Operating Activities	(522,893)
Non-cash Investing, Non-Capital Financing, and Financial Activities:	
Loan forgiveness	(1,500,000)
Total Non-cash Activities	(1,500,000)

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS



TOWN OF
CRESTED BUTTE
COLORADO

I. Summary of Significant Accounting Policies

The Town of Crested Butte, Colorado (the "Town") was incorporated in 1974, under the provisions of Article XX of the Colorado Constitution and Municipal Home Rule Act of 1971. The Town operates under a Council-Manager form of government. The Town's major operations include public safety, highways and streets, culture, and recreation, planning and zoning, community development, public improvements, administration, transportation, and sewer, water, and sanitation utilities. The Town is located in Gunnison County, Colorado.

The Town's financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The Governmental Accounting Standards Board ("GASB") is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established by GAAP and used by the Town are discussed below.

A. Reporting Entity

The reporting entity consists of (a) the primary government (i.e., the Town) and (b) organizations for which the Town is financially accountable. The Town is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization's governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the Town. Consideration is also given to other organizations which are fiscally dependent, i.e., unable to adopt a budget, levy taxes, or issue debt without approval by the Town. Organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete are also included in the reporting entity.

Based on the criteria above, the Town is not financially accountable for any other entity nor is the Town a component unit of any other government.

B. Government-wide and Fund Financial Statements

The Town's basic financial statements include both government-wide (reporting the Town as a whole) and fund financial statements (reporting the Town's major funds).

Government-wide financial statements report on information of all of the activities of the Town. Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Town's public safety, public works, culture and recreation, community development, affordable housing, transportation, and administration functions are classified as governmental activities. The sewer, water, and sanitation functions are classified as business-type activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Town's governmental functions and business-type activities. The governmental functions are also supported by general government revenues (sales taxes, property and specific ownership taxes, investment earnings, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues and operating and capital grants. Program revenues must be directly associated with the governmental function or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The government-wide focus is on the sustainability of the Town as an entity and the change in the Town's net position resulting from the current year's activities.

I. Summary of Significant Accounting Policies (continued)

C. Fund Financial Statements

The financial transactions of the Town are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, fund equity, revenues, and expenditures/expenses.

The fund focus is on current available resources and budget compliance.

The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund. The General Fund includes the transactions of the Sales Tax Fund.

The *Affordable Housing Fund* is used to finance the development and preservation of affordable housing.

The *Open Space Fund* is used to steward, conserve, and protect open spaces for wildlife, wetland and watershed protection, agriculture, scenic views, and recreational access. It is financed by real estate transfer tax revenues.

The *General Capital Fund* accounts for general government capital projects, outlays, and maintenance as well as open space acquisitions. It is financed primarily by real estate transfer taxes and sales and use tax revenues.

The *Street and Alley Fund* accounts for all expenditures for streets, alleys, and sidewalks. Its primary revenue source is property taxes.

The Town reports the following major proprietary or business-type fund:

The *Sewer, Water and Sanitation Enterprise Fund* ("Enterprise Fund") accounts for sewer, water, and trash collection operations.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus). Basis of accounting refers to the point at which revenues, expenditures, or expenses are recognized in the accounts and reported in the financial statements. Financial statement presentation refers to classification of revenues by source and expenses by function.

1. Long-term Economic Focus and Accrual Basis

Both governmental and business-type activities in the government-wide financial statements and the proprietary fund financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows.

I. Summary of Significant Accounting Policies (continued)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

2. Current Financial Focus and Modified Accrual Basis

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter (60 days) to be used to pay liabilities of the current period. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general long-term debt and compensated absences are recorded only when payment is due.

Franchise fees, licenses, and interest associated with current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Sales and lodging taxes collected by vendors at year end on behalf of the Town are also recognized as revenue if collected within 30 days after year end. Expenditure driven grants are recognized as revenue when qualified expenditures have been incurred and all other grant requirements have been met. All other revenue items are considered to be measurable and available only when cash is received by the Town.

3. Financial Statement Presentation

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments where the amounts are reasonably equivalent to the value of the interfund services provided and other charges between the Town's sewer, water and sanitation functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the sewer, water, and sanitation function.

Amounts reported as program revenues include 1) charges to customers and applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise fund are the operation of the sewer and water systems and contracting for trash collection within the Town. Operating expenses for the enterprise fund include operating expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts

1. Cash, Cash Equivalents, and Investments

The Town pools deposits and investment of all funds. Each fund's share of the pool is readily identified by the Town's internal records.

Cash and cash equivalents include amounts is demand deposits as well as short term investments with a maturity date within 3 months of the date acquired by the Town.

Investments are stated at fair value or net asset value. The change in fair value and amortized cost of investments is recognized as an increase or decrease to investment assets and investment income.

The Town follows Colorado state statutes as an investment policy, which permits investments in the following type of obligations:

- U.S. Treasury obligations (maximum maturity of 60 months)
- Federal instrumentality securities (maximum maturity of 60 months)
- FDIC-insured certificates of deposit (maximum maturity of 18 months)
- Corporate bonds (maximum maturity of 36 months)
- Prime commercial paper (maximum maturity of 9 months)
- Eligible banker's acceptances
- Repurchase agreements
- General obligations and revenue obligations
- Local government investment pools
- Money market mutual funds

2. Receivables

Receivables are reported net of an allowance for uncollectible accounts.

3. Inventory and Prepaid Items

All inventories are valued at cost using the first-in, first-out method. The costs of governmental fund type inventories are recorded as expenditures when consumed rather than when purchased.

The Town uses the consumption method to account for prepaid items. Payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements

4. Joint Venture

The Town's 50% equity interest in the Mountain Express joint venture (as discussed in note IV.C.) has been recorded in the governmental activities column of the Statement of Net Position.

The Town's initial investment in the joint venture was recorded as an expenditure in the General Fund at the time the investment was made.

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts (continued)

5. Capital Assets

Capital assets, which include land, buildings, improvements, equipment, vehicles, and infrastructure assets, are reported in the applicable governmental or business-type activity columns in the government-wide financial statements.

Capital assets are defined by the Town as assets with an initial cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at cost where historical records are available and at an estimated historical cost where no historical record exists. Donated capital assets are recorded at acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Capital outlay for projects is capitalized as projects are constructed. Interest incurred during the construction phase is expensed as incurred.

Capital assets (excluding land, certain intangibles, and projects in progress) are depreciated, using the straight-line method, over the following estimated useful lives:

Buildings	50 years
Building improvements	20 - 30 years
Infrastructure, plant and systems	15 - 40 years
Vehicles	5 - 15 years
Equipment	5 - 10 years

6. Long-term Debt

Long-term debt is reported as a liability on the government-wide and proprietary fund type financial statements.

Debt issuance premiums and discounts are deferred and amortized over the life of the debt using the straight-line method. The unamortized portion of the bond premiums and discounts is netted against bonds payable for presentation on the government-wide and proprietary fund Statement of Net Position.

At the governmental fund reporting level, debt proceeds are reported as other financing sources and uses. Debt issuance costs are reported as expenditures/expense when incurred.

7. Compensated Absences

The Town allows employees to accumulate earned but unused vacation and sick benefits, up to a maximum of 240 or 280 hours, depending on the employee's length of service. Vacation leave is paid out upon termination up to the maximum accrual.

The Town also allows employees to accumulate 8 hours of sick leave per month regardless of an employee's length of service, up to a maximum of 960 hours. Sick leave is not paid out at termination.

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts (continued)

7. Compensated Absences (continued)

Vested or accumulated vacation and sick leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the obligated governmental fund. Amounts of vested or accumulated vacation and sick leave that are not expected to be liquidated with expendable available financial resources are reported in the governmental-activities column in the government-wide financial statements. Vested or accumulated vacation and sick leave of the proprietary fund type is recorded as an expense and liability of that fund as the benefits accrue to employees.

In accordance with GASB Statement No. 101, *Compensated Absences*, the Town has recorded an estimated liability for non-vesting accumulating rights to receive paid sick leave benefits.

8. Subscription Based Information Technology Arrangements

The Town is party to a non-cancellable right-of-use subscription agreement ("SBITA") for information technology software, as further described in Note IV.E.3. In such arrangements, the Town recognizes a right-to-use subscription asset (and corresponding subscription liability). Right-to-use subscription assets and subscription liabilities are reported on the Statement of Net Position.

At the commencement of a qualifying subscription, the Town initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made.

The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying asset.

Key estimates and judgments related to subscriptions include how the Town determines the following:

Discount Rate: The Town uses the interest rate charged by the subscription service provider as the discount rate to discount the expected subscription payments to present value. When the interest rate charged by the subscription service provider is not provided, the Town uses its incremental rate of borrowing.

Term: The subscription term includes the non-cancellable period of the subscription and extended term(s) that the Town is reasonably certain to exercise.

Payments: Subscription payments included in the measurement of the subscription liability are composed of fixed payments. The subscription payments are subject to annual CPI adjustments, and such variable payments are recognized as an expense when the estimated CPI adjustment differs from fixed payments initially used to measure the liability.

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts (continued)

8. Subscription Based Information Technology Arrangements (continued)

The Town monitors changes in circumstances that would require a re-measurement of its subscriptions and will re-measure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

9. Deferred Outflows of Resources and Deferred Inflows of Resources

Deferred outflows of resources represent a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expenses/expenditures) until then. The Town has no items that qualify for reporting under this category on the government-wide Statement of Net Position.

Deferred inflows of resources represent an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Town has two items that qualify for reporting in the category. Property taxes and lease revenues, reported on the governmental Balance Sheet and on the Statement of Net Position, are deferred and recognized as an inflow of resources in the period that the amounts become available.

10. Fund Equity

Governmental accounting standards establish fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications include Non-spendable, Restricted, Committed, Assigned and Unassigned. These classifications reflect not only the nature of the funds, but also provide clarity to the level of restraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned fund balance is limited to negative residual fund balance.

11. Net Position

Net position represents the difference between assets and liabilities, and deferred inflows of resources. Net position can be reported in three categories: net investment in capital assets, restricted, and unrestricted. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any borrowings used for the acquisition or construction of improvements on those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the Town or through external restrictions imposed by creditors, grantors, laws, or regulations of other governments.

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts (continued)

12. Tap Fees

Sewer and water tap fees substantially represent a contribution from developers or individuals for existing or contemplated new facilities to serve new customers. Therefore, such amounts are treated as systems development fees and are recorded as capital contributions in the Statement of Revenues, Expenses and Changes in Net Position.

F. Significant Accounting Policies

1. Use of Estimates

The preparation of financial statements in conformity with GAAP requires the Town's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

2. Restricted and Unrestricted Resources

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

II. Reconciliation of Government-wide and Fund Financial Statements

These financial statements include a reconciliation between the total fund balances of all governmental funds as presented on the Governmental Funds Balance Sheet and the net position of governmental activities as reported in the government-wide Statement of Net Position. Additionally, these financial statements include a reconciliation between the total net change in fund balances of all governmental funds as presented on the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances and the change in net position of governmental activities as reported in the government-wide Statement of Activities.

III. Stewardship, Compliance, and Accountability

A. Budgetary Information

An annual budget and appropriation ordinance is adopted by Town Council in accordance with the Town's Home Rule Charter.

Annual appropriations are adopted for all funds. Expenditures may not legally exceed appropriations at the fund level. All appropriations lapse at year-end.

The Town followed these procedures in preparing, approving, and enacting its budget for 2024.

(1) For the 2024 budget year, prior to August 25, 2023, the County Assessor sent to the Town a certified assessed valuation of all taxable property within the Town's boundaries.

(2) Prior to the end of the 2023 fiscal year, the Town Manager submitted to the Town Council a budget and accompanying message.

(3) Prior to December 15, 2023, the Town computed and certified to the County Commissioners a levy rate that derived the necessary property taxes as computed in the proposed budget.

(4) After a required publication of "Notice of Proposed Budget", the Town adopted the proposed budget and an appropriation resolution which legally appropriated expenditures for the upcoming year.

(5) After adoption of the budget ordinance, the Town may make the following changes: a) transfer appropriated money between funds; b) approve supplemental appropriations to the extent of revenues in excess of those estimated in the budget; c) approve emergency appropriations; and d) reduce appropriations for which originally estimated revenues are insufficient.

Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2023 were collected in 2024, and taxes certified in 2024 will be collected in 2025. Taxes are due on January 1 in the year of collection; however, they may be paid in either one installment (no later than April 30) or two equal installments (not later than February 28 and June 15) without interest or penalty. Taxes that are not paid within the prescribed time bear interest at the rate of 1% per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 16.

B. TABOR Amendment

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding Section 20, commonly known as the Taxpayer's Bill of Rights ("TABOR"). TABOR contains revenue, spending, tax, and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate increase, mill levy above that for the prior year, extension of any expiring tax, or tax policy change directly causing a net tax revenue gain to any local government.

III. Stewardship, Compliance, and Accountability (continued)

B. TABOR Amendment (continued)

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish an emergency reserve to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. The reserve is calculated at 3% of fiscal year spending for fiscal years ending after December 31, 1995. Fiscal year spending excludes bonded debt service and enterprise spending. The Town has reserved $726,000 and $250,000 of the December 31, 2024 year-end fund balance in the General Fund and the Sewer, Water, and Sanitation Enterprise Fund, respectively, for this purpose, which is the approximate required reserve amount.

The Town's management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

C. Expenditures in Excess of Budget

For the year ended December 31, 2024, the General Capital Fund and the Transit and Mobility Fund had expenditures in excess of budgeted appropriations of $1,731,231 and $14,832, respectively. This may be a violation of Colorado Budget Law.

IV. Detailed Notes on all Funds

A. Deposits and Investments

1. Deposits

The Town’s deposits are entirely covered by federal depository insurance (“FDIC”) or by collateral held under Colorado’s Public Deposit Protection Act (“PDPA”). Amounts on deposit in excess of $250,000, the FDIC-insured limit at each participating institution, must be collateralized. The eligible collateral is determined by the PDPA. The PDPA allows the institution to create a single collateral pool for all public funds. The collateral pool is to be maintained by another institution or held in trust for all the uninsured public as a group. The fair value of the collateral must equal or exceed 102% of the uninsured deposits. At December 31, 2024, the Town’s aggregate bank balances totaled $12,545,731.

IV. Detailed Notes on all Funds

A. Deposits and Investments (continued)

1. Deposits (continued)

At the end of 2024, the Town held deposits and investments with the following maturities:

	Standard & Poor's Rating (Fitch)	Carrying Amounts	Maturities: Less than one year	Maturities: Less than five years
Deposits:				
Petty cash	Not Rated	$ 850	$ 850	$ -
Checking	Not Rated	2,511,823	2,511,823	-
Savings	Not Rated	9,716,452	9,716,452	-
Certificates of deposit*	Not Rated	252,235	252,235	-
Investments:				
Investment pools	AAAm (AAAf)	19,556,156	19,556,156	-
Total		$ 32,037,516	$ 32,037,516	$ -

**Non-negotiable*

The Town's cash and investments are presented on the Statement of Net Position as follows:

Reconciliation to Statement of Net Position:	
Cash and investments - Unrestricted	$ 32,037,516

2. Investments

The Town measures and records its investments using fair value measurement guidelines established by GAAP. At December 31, 2024, the Town had the following recurring fair value measurements:

Investments Measured at Net Asset Value	
COLOTRUST	$ 19,556,156

Interest Rate Risk: As a means of limiting its exposure to interest rate risk, the Town diversifies its investments by security type and institution. The Town also coordinates the maturities of its investments to closely match cash flow needs and invests in securities with limited, shorter-term maturities.

Credit Risk: State law limits investments to those authorized by State statutes, including U.S. agencies and 2a7-like pools. The Town's investment policy is to apply the prudent-investor rule: investments are made as a prudent person would be expected to act with discretion and intelligence, to seek reasonable income, preserve capital, and, in general, avoid speculative investments.

IV. Detailed Notes on all Funds (continued)

A. Deposits and Investments (continued)

2. Investments (continued)

Pools: The Town's holdings in investment pools are comprised of balances with COLOTRUST, which is an investment vehicle established for local government entities in Colorado to pool surplus funds. It operates similarly to money market funds, whereby each share is equal in value to $1. Investments of the trust consist of U.S. Treasury bills, notes, and note strips, and repurchase agreements collateralized by U.S. Treasury securities. The Town has no regulatory oversight for the pool. Investment balances in the pools are not subject to limitations or restrictions on withdrawals.

B. Receivables

Leases Receivable

On December 15, 2023, the Town entered into a 75-year ground lease with a value of $540,000 with TWG Crested Butte, LLLP, in connection with the Mineral Point affordable housing development. An initial installment of $407,030 was paid for the lease, with the remaining $132,750 in rent receivable accruing interest at 5.03% per annum through the lease term. Beginning in the year of the TWG Crested Butte LLP's Third Capital Contribution (as defined in the Partnership Agreement) and ending on the fifteenth anniversary of the year of the Third Capital Contribution (the "Interest Only Period"), annual rent is to equal the accrued but unpaid interest on the aggregate rent. Following the Interest Only Period, annual rent will be equal to accrued but unpaid interest and the principal balance of any unpaid aggregate rent, with payments applied first to accrued but unpaid interest and then to the principal balance of any unpaid aggregate rent; and a final payment of the principal balance and accrued but unpaid interest will be due on the termination date. All annual rent payments will be limited to available Net Cash Flow and in the priority set forth in the Partnership Agreement.

Notes Receivable

On December 15, 2023, the Town advanced $500,000 to TWG Crested Butte, LLLP, pursuant to a promissory note, and in connection with the Mineral Point affordable housing development. The note accrues interest at 2% per annum through maturity in December 2063. Principal and interest are to be paid from available Net Cash Flow as set forth in the Partnership Agreement.

On December 16, 2024, the Town advanced $375,000 to TWG Crested Butte, LLLP, pursuant to a promissory note, and in connection with the Mineral Point affordable housing development. The note accrues interest at 1% per annum through maturity in November 2041. Principal and interest are to be paid from available Net Cash Flow as set forth in the Partnership Agreement.

IV. Detailed Notes on all Funds (continued)

B. Receivables (continued)

Receivables as of December 31, 2024 for the Town's funds, including applicable allowances for uncollectible accounts, were as follows:

	General Fund	Affordable Housing	Open Space Fund	General Capital Fund
Property tax	$ 345,334	$ -	$ -	$ -
Sales tax	909,254	-	-	-
Total - Taxes	1,254,588	-	-	-
Intergovernmental	2,839	4,705	-	-
Other	-	10,620	-	-
Leases receivable	-	132,570	-	-
Notes receivable	-	875,000	-	-
Gross Receivables	1,257,427	1,022,895	-	-
Less: Allowance for uncollectibles	-	-	-	-
Net Receivables	$ 1,257,427	$ 1,022,895	$ -	$ -

	Street and Alley Fund	Non-major Funds	Sewer, Water and Sanitation Enterprise Fund	Total
Property tax	$ 1,438,892	$ -	$ -	$ 1,784,226
Sales tax	-	-	-	909,254
Total - Taxes	1,438,892	-	-	2,693,480
Intergovernmental	5,500	5,054	1,224,757	1,242,855
Other	-	-	317,810	328,430
Leases receivable	-	-	-	132,570
Notes receivable	-	-	-	875,000
Gross Receivables	1,444,392	5,054	1,542,567	5,272,335
Less: Allowance for uncollectibles	-	-	-	-
Net Receivables	$ 1,444,392	$ 5,054	$ 1,542,567	$ 5,272,335

C. Investment in Joint Venture

Mountain Express is a joint venture of the Town and the Town of Mount Crested Butte ("Mt. Crested Butte"). Mountain Express provides bus service to the Crested Butte ski area and throughout the towns. The Town and Mt. Crested Butte contribute 95% of their respective municipal 1% sales tax adopted for transportation services to Mountain Express. Mt. Crested Butte also contributes 25% of the proceeds of its 4% admissions tax designated for transportation.

IV. Detailed Notes on all Funds (continued)

C. Investment in Joint Venture (continued)

Mountain Express's financial information as of and for the year ended December 31, 2024 is summarized as follows:

Assets:	
Cash and investments	$ 2,789,649
Other assets	3,410,280
Total assets	6,199,929
Total liabilities	337,062
Net position	$ 5,862,867
Total contributions and other revenues	$ 3,664,607
Total expenses and distributions	(3,993,466)
Change in net position	$ (328,859)

The separately-issued financial statements of Mountain Express as of and for the year ended December 31, 2024 are available from the Town.

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IV. Detailed Notes on all Funds (continued)

D. Capital Assets

Governmental capital asset activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets Not Being Depreciated:				
Land	$ 14,734,713	$ 2,025,000	$ -	$ 16,759,713
Construction in progress	5,149,943	4,169,050	(838,758)	8,480,235
Total Capital Assets Not Being Depreciated	19,884,656	6,194,050	(838,758)	25,239,948
Capital Assets Being Depreciated:				
Buildings and improvements	9,299,360	-	-	9,299,360
Other improvements	7,028,409	1,187,454	-	8,215,863
Infrastructure and improvements	6,060,464	20,281	-	6,080,745
Equipment and vehicles	7,343,724	639,580	(369,401)	7,613,903
Right-to-use asset	171,350	-	-	171,350
Total Capital Assets Being Depreciated	29,903,307	1,847,315	(369,401)	31,381,221
Less Accumulated Depreciation and Amortization For:				
Buildings and improvements	(2,604,238)	(272,627)	-	(2,876,865)
Other improvements	(2,693,699)	(319,127)	-	(3,012,826)
Infrastructure and improvements	(3,784,609)	(205,606)	-	(3,990,215)
Equipment and vehicles	(4,517,195)	(571,987)	364,008	(4,725,174)
Right-to-use asset	(57,117)	(57,117)	-	(114,234)
Total Accumulated Depreciation	(13,656,858)	(1,426,464)	364,008	(14,719,314)
Total Capital Assets Being Depreciated, Net	16,246,449	420,851	(5,393)	16,661,907
Governmental Activities Capital Assets, Net	$ 36,131,105	$ 6,614,901	$ (844,151)	$ 41,901,855

IV. Detailed Notes on all Funds (continued)

D. Capital Assets (continued)

Business-type capital asset activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities:				
Capital Assets Not Being Depreciated:				
Land	$ 27,610	$ -	$ -	$ 27,610
Construction in progress	17,813,786	5,114,568	-	22,928,354
Total Capital Assets Not Being Depreciated	17,841,396	5,114,568	-	22,955,964
Capital Assets Being Depreciated:				
Buildings	149,980	-	-	149,980
Other improvements	63,634	-	-	63,634
Water plant and distribution system	7,016,209	-	-	7,016,209
Sewer plant and distribution system	10,418,535	-	-	10,418,535
Equipment and vehicles	1,565,231	-	(51,213)	1,514,018
Total Capital Assets Being Depreciated	19,213,589	-	(51,213)	19,162,376
Less Accumulated Depreciation For:				
Buildings and improvements	(93,881)	(4,776)	-	(98,657)
Other improvements	(45,777)	(1,145)	-	(46,922)
Water plant and distribution system	(3,937,664)	(325,256)	-	(4,262,920)
Sewer plant and collection system	(4,917,187)	(262,264)	-	(5,179,451)
Equipment and vehicles	(1,318,605)	(86,878)	50,573	(1,354,910)
Total Accumulated Depreciation	(10,313,114)	(680,319)	50,573	(10,942,860)
Total Capital Assets Being Depreciated, Net	8,900,475	(680,319)	(640)	8,219,516
Business-type Activities Capital Assets, Net	$ 26,741,871	$ 4,434,249	$ (640)	$ 31,175,480

IV. Detailed Notes on all Funds (continued)

D. Capital Assets (continued)

Depreciation expense for 2024 was charged to Town functions as follows:

Governmental Activities:	
General government	$ 575,626
Public safety	32,493
Public works	369,168
Culture and recreation	255,654
Affordable housing	193,523
Total Depreciation Expense - Governmental Activities	$ 1,426,464
Business-type Activities:	
Water	$ 359,128
Sewer	321,191
Total Depreciation Expense - Business-type Activities	$ 680,319

E. Long-term Liabilities

Governmental Activities:

1. Certificates of Participation, Series 2024

On June 18, 2024, the Town issued Certificates of Participation, Series 2024, in the principal amount of $7,645,000 for the purpose of financing the construction of work force housing. Blended payments are due semi-annually on June 1 and December 1, beginning in December 2024, through maturity in 2043 at a coupon rate of 5.0% per annum.

2. Annual Debt Service Requirements

The annual debt service requirements to maturity as December 31, 2024 for the governmental activities are as follows:

	Principal	Interest	Total
2025	$ 235,000	$ 361,000	$ 596,000
2026	250,000	349,250	599,250
2027	260,000	336,750	596,750
2028	275,000	323,750	598,750
2029	290,000	310,000	600,000
2030 - 2034	1,665,000	1,319,250	2,984,250
2035 - 2039	2,130,000	858,750	2,988,750
2040 - 2043	2,115,000	271,000	2,386,000
Total	$ 7,220,000	$ 4,129,750	$ 11,349,750

IV. Detailed Notes on all Funds (continued)

E. Long-term Liabilities (continued)

Governmental Activities (continued):

3. Subscriptions Payable

The Town has entered into a SBITA for technology software. The remaining non-cancelable term of this subscription as of January 1, 2023, including options to extend which the Town believes will be exercised, is three years. The subscription agreement has various fixed annual payments, and is subject to annual CPI adjustments. Any such variable payments are recognized as revenue when the estimated CPI adjustment differs from fixed payments, or when the subscription escalation is implemented.

The subscription liability is measured using the Town's estimated incremental borrowing rate of 3.84% per annum.

During 2024, the Town recorded principal reduction of $57,116 against the subscription payable, and incurred $366 in interest expense and $0 in variable payment expense for the subscription.

Business Type Activities:

The Town has entered into loan agreements with the Colorado Water Resources and Power Development Authority ("CWRPDA") to fund improvements to the Town's sewer and water plants and related sewer collection and water distribution systems.

4. Water Pollution Control Revolving Fund

- On May 25, 2010, the Town entered into a loan agreement in the principal amount of $1,900,000, with interest at 2.0% per annum. Blended principal and interest payments are due May 1 and November 1 annually to maturity on November 1, 2030.

- On March 10, 2020, the Town entered into a loan agreement in the principal amount of $2,025,600, with interest at 2.5% per annum. Blended principal and interest payments are due May 1 and November 1 annually to maturity on May 1, 2040.

- On December 9, 2022, the Town entered into loan agreements in the principal amounts of $9,500,000 and $3,000,000, with interest at 2.75% and 0.60% per annum, respectively. Blended principal and interest payments are due May 1 and November 1 annually to maturity on May 1, 2052. As of December 31, 2024, the Town had drawn a total of $12,500,000 on the loans and had no authorized but unissued debt. As provided in the loan agreements, $1,500,000 of the aggregate principal amount of the loans was forgiven by CWRPDA upon completion of the project in 2024.

IV. Detailed Notes on all Funds (continued)

E. Long-term Liabilities (continued)

Business Type Activities (continued):

5. Drinking Water Revolving Fund

- On February 29, 2012, the Town entered into a loan agreement in the principal amount of $400,000, with interest at 2.0% per annum. Blended principal and interest payments are due May 1 and November 1 annually to maturity on May 1, 2032.

- On May 1, 2017 the Town entered into a loan agreement in the principal amount of $2,500,000, with interest at 2.0% per annum. Blended principal and interest payments are due May 1 and November 1 annually to maturity on May 1, 2037.

6. Rate Covenants

Pursuant to the loan agreements with CWRPDA, the Town is required to establish and collect rates, fees, and charges for the use / sale of products and services of the sewer and water system that, together with other moneys available, are expected to produce annual revenues (as defined, excluding property taxes and grants received for capital improvements) sufficient for such calendar year to pay the sum of estimated operation and maintenance expenses, 110% of the debt service coming due on the bonds during the calendar year and other debt service requirements.

7. Annual Debt Service Requirements

Aggregate annual debt service requirements to maturity as of December 31, 2024 for business activities are as follows:

	Principal	Interest	Total
2025	$ 627,410	$ 350,884	$ 978,294
2026	640,719	337,574	978,293
2027	654,347	323,947	978,294
2028	668,300	309,993	978,293
2029	682,588	295,706	978,294
2030 - 2034	3,200,283	1,266,146	4,466,429
2035 - 2039	3,006,293	920,078	3,926,371
2040 - 2044	2,324,171	623,335	2,947,506
2045 - 2049	2,527,799	353,979	2,881,778
2050 - 2052	1,661,056	68,011	1,729,067
Total	$ 15,992,966	$ 4,849,653	$ 20,842,619

IV. Detailed Notes on all Funds (continued)

E. Long-term Liabilities (continued)

8. Changes in Long-term Liabilities

Long-term liability activity for the year ended December 31, 2024 was as follows:

	Beginning Balance (restated)	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
2024 Certificates of Participation	$ -	$ 7,645,000	$ (425,000)	$ 7,220,000	$ 235,000
Issuance premium	-	616,293	(21,615)	594,678	-
	-	8,261,293	(446,615)	7,814,678	235,000
Compensated absences*	310,761	-	(51,946)	258,815	-
Subscription liability	114,416	-	(57,116)	57,300	57,300
Total Governmental Activities Long-term Liabilities	$ 425,177	$ 8,261,293	$ (555,677)	$ 8,130,793	$ 292,300
Business-type Activities:					
Water Pollution Control Revolving Fund:					
2010 Loan	$ 590,154	$ -	$ (79,360)	$ 510,794	$ 80,954
2020 Loan	1,768,389	-	(93,801)	1,674,588	89,999
2023 Loan	11,038,367	2,692,564	(1,807,206)	11,923,725	313,587
Drinking Water Revolving Fund:					
2012 Loan	192,883	-	(21,036)	171,847	21,458
2017 Loan	1,825,020	-	(113,008)	1,712,012	121,412
Loans, net	15,414,813	2,692,564	(2,114,411)	15,992,966	627,410
Compensated absences*	71,320	5,838	-	77,158	-
Total Business-type Activities Long-term Liabilities	$ 15,486,133	$ 2,698,402	$ (2,114,411)	$ 16,070,124	$ 627,410

* The change in accrued compensated absences is presented as a net change.

IV. Detailed Notes on all Funds (continued)

F. Fund Balance Disclosures

The Town classifies governmental fund balances as follows:

Non-spendable – includes fund balance amounts inherently non-spendable since they represent inventories and prepaid items.

Spendable Fund Balance:

Restricted - includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors, or amounts constrained due to constitutional provisions or enabling legislation.

Committed - includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority, which is the Town Council. The Town Council must take formal action through either an ordinance or a resolution – both of which are equally binding – to establish, modify or rescind committed fund balance amounts.

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by Town Council or its management designees. The Town Manager has the authority to establish, modify or rescind assigned fund balance to a specific department or project within a fund, as stated in adopted financial policies.

Unassigned – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those purposes.

The Town's restricted amounts are to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents or contracts that prohibit this, such as grant agreements that require dollar for dollar spending. Additionally, the Town would first use committed, then assigned, and lastly unassigned amounts when expenditures are made.

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IV. Detailed Notes on all Funds (continued)

F. Fund Balance Disclosures (continued)

As of December 31, 2024, fund balances are composed of the following:

Classification	General Fund	Affordable Housing Fund	Open Space Fund	General Capital Fund
Restricted:				
TABOR emergency reserve	$ 726,000	$ -	$ -	$ -
Conservation Trust	-	-	-	-
Committed:				
Affordable housing	-	4,601,700	-	-
Capital projects	-	-	2,332,571	7,258,335
Streets and parking	-	-	-	-
Unassigned	9,381,075	-	-	-
Total	$ 10,107,075	$ 4,601,700	$ 2,332,571	$ 7,258,335

Classification	Street and Alley Fund	Non-major Funds	Total Governmental Funds
Restricted:			
TABOR emergency reserve	$ -	$ -	$ 726,000
Conservation Trust	-	37,844	37,844
Committed:			-
Affordable housing	-	-	4,601,700
Capital projects	-	1,280,707	10,871,613
Streets and parking	860,116	-	860,116
Unassigned	-	-	9,381,075
Total	$ 860,116	$ 1,318,551	$ 26,478,348

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V. Other Information

A. Segment information

The Town has separate revenue loans to finance system improvements in the sewer and water departments. The two departments are accounted for in a single fund (the Sewer, Water and Sanitation Enterprise Fund) but the lender relies on the revenue generated by the individual activities for repayment. The summary information below is derived from pages C7 and C8 and excludes the Sanitation department, as this department does not have any related debt. Summary 2024 financial information for the Water and Sewer departments is presented below:

Condensed Statement of Net Position

	Sewer	Water
Assets:		
Current assets	$ -	$ 6,552,695
Capital assets, net	27,950,363	3,225,117
Total Assets	27,950,363	9,777,812
Liabilities:		
Current liabilities*	1,416,456	183,748
Non-current liabilities	13,663,147	1,779,567
Total Liabilities	15,079,603	1,963,315
Net Position:		
Net investment in capital assets	13,809,842	1,372,672
Restricted for TABOR emergency reserve	250,000	-
Restricted for debt service	409,698	214,468
Unrestricted	(1,598,780)	6,227,356
Total Net Position	$ 12,870,760	$ 7,814,497

*Current liabilities includes intrafund liability of $683,887

V. Other Information (continued)

A. Segment information (continued)

Condensed Statement of Revenues, Expenses, and Changes in Net Position

	Sewer	Water
Operating Revenues:		
Charges for services	$ 1,542,629	$ 1,315,835
Operating Expenses:		
Depreciation expense	321,191	359,130
Other operating expenses	1,137,132	595,266
Total Operating Expenses	1,458,323	954,396
Operating Income (Loss)	84,306	361,439
Non-operating Revenues (Expenses):		
State and federal grants	1,537,500	-
Investment income	241,430	205,936
Gain (loss) on asset disposal	(320)	(320)
Interest expense	(352,984)	(52,793)
Total Non-operating Revenues (Expenses)	1,425,626	152,823
Income before Capital Contributions	1,509,932	514,262
Capital Contributions:		
Tap fees	962,616	732,676
Change in Net Position	2,472,548	1,246,938
Net Position - January 1 (restated)	10,398,212	6,567,559
Net Position - December 31	$ 12,870,760	$ 7,814,497

B. Defined Contribution Pension Plan

The Town participates in the Colorado Retirement Association ("CRA"), a multiple-employer public employee retirement system, which is a qualified plan as defined by Internal Revenue Code section 401(a) and Colorado Revised Statutes section 24-54. The plan provides retirement benefits through a defined contribution plan to participating Colorado counties, municipalities, and special districts. In a defined contribution plan, benefits depend solely on amounts contributed to the plan, plus investment earnings. CRA administers this plan on behalf of the Town.

State statute assigns the authority to establish and amend the benefit provisions of the plans that participate in CRA to the respective employer governments.

V. Other Information (continued)

B. Defined Contribution Pension Plan (continued)

There are no unfunded past service liabilities. After one year of service, all employees are required to participate in the plan after the first paid wages. The Town is required to contribute 6% - 12% of employee base pay, excluding overtime. The employee is required to contribute based on the following schedule:

Years of Service	Required Contribution Percentage
On date of 1st Anniversary up to date of 5th Anniversary	6%
On date of 5th Anniversary up to date of 8th Anniversary	7%
On date of 8th Anniversary up to date of 10th Anniversary	8%
On date of 10th Anniversary up to date of 15th Anniversary	10%
On date of 15th Anniversary	12%

All contributions, both Town and employee, and investment earnings are 100% vested upon participation; as such, there are no forfeitures.

The contribution requirements of the retirement plan participants and the Town are established, and may be amended, by the Town Council. During 2024, the Town matched employees' contributions of $326,968 with required employer contributions of $326,968. The Town's total payroll for 2024 was $5,159,479 and covered payroll was $4,020,320.

As the Town is not the trustee and does not administer the plan, the plan is not included in the financial statements. The Town has no liability for losses under the plan but does have the duty of due care that would be required of an ordinary prudent investor.

C. Deferred Compensation

The Town offers its employees a deferred compensation plan created in accordance with Internal Revenue Code section 457. The plan, available to all Town employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until separation from service or death.

The Town has no liability for the soles under the plan, does not administer the plan and is not the trustee of the plan; therefore, the plan is not included in the financial statements.

The plan's deferral limit was $23,000 in 2024 with a catchup provision for an additional $7,500 for participants over 50.

V. Other Information (continued)

D. Risk Management

1. Colorado Intergovernmental Risk Sharing Agency

The Town is also exposed to the risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. To address such risks, the Town is a participant in a public entity risk pool administered by Colorado Intergovernmental Risk Sharing Agency ("CIRSA").

CIRSA's operations are funded by contributions from member governments. Coverage is provided in the amount of $500,000 per claim or occurrence for property, $600,000 per claim or occurrence for liability, and $150,000 per claim or occurrence for crime. CIRSA has also acquired additional excess coverage from outside sources. While the Town may be liable for any losses in excess of this coverage, the Town does not anticipate such losses at December 31, 2024. The deductible amount paid by the Town for each incident in 2024 was $1,000; there is no change in coverage from past years. All settlements for the year ended December 31, 2024 were under the maximum coverage allowed.

Surpluses or deficits realized by CIRSA for any given year are subject to change for such reasons as interest earnings on invested amounts for those years and funds, re-estimation of losses for those years and funds, and credits or distributions from surplus for those years and funds.

The Town's share of CIRSA's assets, liabilities, and fund equity as of December 31, 2024 is as follows:

Property and Casualty Pool	Equity Ratio	Share of Surplus (Deficit) Dec. 31/24
Operating Fund	0.37%	$ 7,682
Loss Fund	0.38%	18,026
Reserve Fund	0.98%	69,750

CIRSA's combined financial information as of and for the year ended December 31, 2024 (the latest year for which audited data is available) is summarized as follows:

Assets:	
Cash and investments	$ 98,194,704
Other assets	6,672,190
Total assets	104,866,894
Total liabilities	67,056,273
Net position	$ 37,810,621
Total contributions and other revenues	$ 55,696,415
Total expenses and distributions	(51,954,991)
Change in net position	$ 3,741,424

V. Other Information (continued)

D. Risk Management (continued)

1. Colorado Intergovernmental Risk Sharing Agency (continued)

A copy of CIRSA's audit report can be obtained by writing to CIRSA, 3665 Cherry Creek North Drive, Denver, CO 80209, or by calling (800)-228-7136.

2. Workers Compensation and Health Insurance

The Town is exposed to various risks of loss related to workers' compensation, unemployment, and general liability. The Town has acquired commercial coverage for these risks and any settled claims are not expected to exceed the commercial insurance coverage. There is no change in coverage from past years, and settlements have not exceeded coverage for each of the past three fiscal years.

E. Claims and Contingencies

1. Legal Claims

During the normal course of business, the Town incurs claims and other assertions against it from various agencies and individuals. The Town and legal counsel intend to vigorously defend such claims. In the opinion of the Town's management, such claims would not have a material effect on any of the financial statements of the individual fund types included herein or on the overall financial position of the Town at December 31, 2024.

2. Federal and State Grants and Financial Sources

The Town participates in federal and state grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Town expects such amounts, if any to be immaterial.

F. Intergovernmental Agreements

1. Gunnison/Hinsdale Combined Emergency Telephone Service Authority

Gunnison/Hinsdale Combined Emergency Telephone Service Authority (the "E911 Authority") was formed October 2, 1987, under an intergovernmental agreement to provide emergency telephone service. The Town is one of eleven members. The E911 Authority agreement directs the appointment of the eight-member board. The Town has no fiscal benefit or burden relative to the E911 Authority.

2. Gunnison Valley Regional Housing Authority

Gunnison Valley Regional Housing Authority ("GVRHA") was formed August 15, 2017, under an intergovernmental agreement to provide services related to obtainable housing in the communities of the four member governments. The Town contributed $93,750 to GVRHA for the year ended December 31, 2024 under the provisions of the intergovernmental agreement.

V. Other Information (continued)

G. Authorized Debt

In the November 8, 2016 election, the Town's voters approved Ballot Issue 2A, authorizing the issuance of debt up to of $2,110,000, with a total repayment of $2,785,000, for the purpose of preventing mining on Mt. Emmons. As of December 31, 2024, the Town has no debt issued pursuant to this authorization.

H. Implementation of Accounting Standard

Effective January 1, 2024, the Town implemented GASB Statement No. 101, *Compensated Absences* ("GASB 101"), which requires that the Town recognize a liability for all forms of compensated absences, including those that are not paid upon an employee's separation from service, such as sick leave. Under GASB 101, compensated absence liability is based on historical data about the accumulation and forfeiture of leave balances rather than solely on termination payouts.

The implementation of GASB 101 was applied retroactively, resulting in restatement of beginning 2024 net position as detailed in Note V.I., below.

I. Restatement Fund Balances and Net Position

As discussed in Note V.H., the Town implemented GASB 101 in 2024, which resulted in a decrease to governmental activities beginning net position totaling $178,493. In addition, the Town restated beginning fund balance in the General Fund to correct amounts previously reported for performance deposits.

	12/31/2023 As previously reported	Change in Accounting Principle	Error Correction	12/31/2023 As restated
Government-Wide:				
Governmental activities	$ 61,886,011	$ (146,524)	$ 247,384	$ 61,986,871
Business-type activities	17,956,742	(31,969)	-	17,924,773
Total - Government-wide	$ 79,842,753	$ (178,493)	$ 247,384	$ 79,911,644
Proprietary Funds:				
Sewer, Water and Sanitation Fund	$ 17,956,742	$ (31,969)	$ -	$ 17,924,773
Governmental Funds:				
General Fund	$ 9,771,177	$ -	$ 247,384	$ 10,018,561

J. Subsequent Events - Water, Sewer, and Sanitation Fund Intergovernmental Receivable

The Town and Mount Crested Butte Water and Sanitation District (the "District') share the capital expenditures for improvements to the Autothermal Thermophilic Aerobic Digestion ("ATAD") Facility through an intergovernmental agreement. As of December 31, 2024, the total amount receivable by the Town for the District's share of current ATAD improvements is $839,891. As of the date of this report, the Town and the District are negotiating terms for this receivable, but repayment is anticipated by the end of 2025.

REQUIRED SUPPLEMENTARY INFORMATION



TOWN OF
CRESTED BUTTE
COLORADO

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
General Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Revenues:					
Taxes:					
General property	340,000	340,000	452,534	112,534	345,426
Specific ownership	346,667	346,667	89,152	(257,515)	292,868
Sales	4,947,000	4,947,000	5,390,100	443,100	6,624,271
Franchise fees	50,300	50,300	41,441	(8,859)	64,240
Tobacco	200,000	200,000	189,442	(10,558)	191,499
Total - Taxes	5,883,967	5,883,967	6,162,669	278,702	7,518,304
License, permits, and fees:					
Vacation rental licenses	10,000	10,000	176,075	166,075	9,680
Business and liquor licenses	90,000	90,000	112,536	22,536	41,521
Building permits	245,000	245,000	314,858	69,858	220,880
Occupation licenses	-	-	-	-	43,813
Non-business licenses/permits	45,550	45,550	93,279	47,729	39,071
Total - License, permits, and fees	390,550	390,550	696,748	306,198	354,965
Intergovernmental:					
Grants	275,000	275,000	125,531	(149,469)	83,508
Motor vehicle registration	8,000	8,000	7,009	(991)	6,192
Total - Intergovernmental	283,000	283,000	132,540	(150,460)	89,700
Charges for services:					
Energy mitigation fee	20,000	20,000	69,343	49,343	20,070
Vehicle maintenance	19,800	19,800	19,800	-	18,000
Recreation fees	-	-	-	-	75,090
Rent	16,474	16,474	15,211	(1,263)	122,234
Public safety services and fines	18,000	18,000	20,529	2,529	97,015
Administration fees	65,000	65,000	65,000	-	65,000
Total - Charges for services	139,274	139,274	189,883	50,609	397,409
Investment income	240,000	240,000	355,107	115,107	297,358
Miscellaneous:					
Other	13,850	13,850	51,380	37,530	49,461
Total Revenues	6,950,641	6,950,641	7,588,327	637,686	8,707,197

(Continued)

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
General Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)
(Continued)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Expenditures:					
General government:					
Administrative	1,553,412	1,553,412	1,675,847	(122,435)	286,592
Clerk	380,472	380,472	390,317	(9,845)	348,853
Council	99,299	99,299	103,522	(4,223)	-
Court	-	-	-	-	841
Finance	833,915	833,915	770,526	63,389	577,454
General	-	-	-	-	806,143
Human resources	-	-	14,792	(14,792)	-
Information technology	-	-	6,305	(6,305)	-
Legal	-	-	-	-	216,057
Legislative	-	-	-	-	89,332
Sustainability	249,000	249,000	205,957	43,043	-
Total - General government	3,116,098	3,116,098	3,167,266	(51,168)	2,325,272
Public safety	1,558,829	1,558,829	1,570,721	(11,892)	1,470,887
Public works	787,830	787,830	783,507	4,323	1,114,934
Community development	1,514,878	1,514,878	1,265,861	249,017	1,186,765
Culture and recreation	-	-	-	-	432,631
Transportation:					
Mountain Express	-	-	-	-	1,343,200
Capital outlay	-	-	-	-	171,350
Debt service:					
Principal	-	-	57,116	(57,116)	56,935
Interest	-	-	366	(366)	548
Total - Debt service	-	-	57,482	(57,482)	57,483
Total Expenditures	6,977,635	6,977,635	6,844,837	132,798	8,102,522
Excess (Deficiency) of Revenues Over Expenditures	(26,994)	(26,994)	743,490	770,484	604,675
Other Financing Sources (Uses):					
Subscriptions proceeds	-	-	-	-	171,350
Transfers (out)	(654,976)	(654,976)	(654,976)	-	-
Total Other Financing Sources (Uses)	(654,976)	(654,976)	(654,976)	-	171,350
Net Change in Fund Balance	(681,970)	(681,970)	88,514	770,484	776,025
Fund Balance - January 1 (restated)	8,571,756	8,571,756	10,018,561	1,446,805	9,242,536
Fund Balance - December 31	7,889,786	7,889,786	10,107,075	2,217,289	10,018,561

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Special Revenue Fund - Affordable Housing Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Revenues:					
Excise tax	1,000,000	675,000	804,213	129,213	867,859
Intergovernmental revenue	973,389	773,389	148,850	(624,539)	1,939,976
Charges for services	217,000	217,000	163,051	(53,949)	154,355
Housing payments in lieu	70,000	70,000	82,937	12,937	167,938
Investment income	-	-	175,665	-	-
Total Revenues	2,260,389	1,735,389	1,374,716	(536,338)	3,130,128
Expenditures:					
Affordable housing	750,329	554,462	623,758	(69,296)	340,233
Capital outlay	2,175,000	4,912,673	4,307,597	605,076	3,251,329
Debt service:					
Principal	-	595,125	425,000	170,125	-
Interest	-	-	172,509	(172,509)	-
Total Expenditures	2,925,329	6,062,260	5,528,864	533,396	3,591,562
Excess (Deficiency) of Revenues over Expenditures	(664,940)	(4,326,871)	(4,154,148)	172,723	(461,434)
Other Financing Sources (Uses)					
Transfers in	370,404	-	370,404	370,404	-
Debt proceeds	-	10,124,087	8,261,293	(1,862,794)	-
Total Other Financing Sources and (Uses)	370,404	10,124,087	8,631,697	(1,492,390)	-
Net Change in Fund Balance	(294,536)	5,797,216	4,477,549	(1,319,667)	(461,434)
Fund Balance - January 1	646,865	646,865	124,151	(522,714)	585,585
Fund Balance - December 31	352,329	6,444,081	4,601,700	(1,842,381)	124,151

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Special Revenue Fund - Open Space Fund
For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Real estate transfer tax	750,000	750,000	1,267,193	517,193
Intergovernmental revenue	35,000	35,000	21,220	(13,780)
Total Revenues	785,000	785,000	1,288,413	503,413
Expenditures:				
Culture and recreation	140,174	140,174	139,607	567
Capital outlay	2,110,000	2,110,000	2,076,523	33,477
Total Expenditures	2,250,174	2,250,174	2,216,130	34,044
Excess (Deficiency) of Revenues Over Expenditures	(1,465,174)	(1,465,174)	(927,717)	537,457
Other Financing Sources (Uses):				
Transfers in	-	-	3,260,288	3,260,288
Net Change in Fund Balance	(1,465,174)	(1,465,174)	2,332,571	3,797,745
Fund Balance - January 1	3,102,948	3,102,948	-	(3,102,948)
Fund Balance - December 31	1,637,774	1,637,774	2,332,571	694,797

The accompanying notes are an integral part of these financial statements.

SUPPLEMENTARY INFORMATION

TOWN OF
CRESTED BUTTE
COLORADO

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Capital Projects Funds - General Capital Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Revenues:					
Sales and use taxes	231,111	231,111	756,665	525,554	990,956
Real estate transfer tax	750,000	750,000	1,267,193	517,193	2,908,084
Grants	547,946	547,946	10,000	(537,946)	125,047
Investment income	2,500	2,500	-	(2,500)	-
Miscellaneous	122,000	122,000	231,323	109,323	90,575
Total Revenues	1,653,557	1,653,557	2,265,181	611,624	4,114,662
Expenditures:					
Capital outlay	2,681,634	2,681,634	1,152,577	1,529,057	3,486,505
Total Expenditures	2,681,634	2,681,634	1,152,577	1,529,057	3,486,505
Excess (Deficiency) of Revenues Over Expenditures	(1,028,077)	(1,028,077)	1,112,604	2,140,681	628,157
Other Financing Sources (Uses):					
Transfers (out)	(1,494,310)	(1,494,310)	(4,754,598)	(3,260,288)	-
Sale of asset	-	-	21,407	21,407	74,731
Total Other Financing Sources (Uses)	(1,494,310)	(1,494,310)	(4,733,191)	(3,238,881)	74,731
Net Change in Fund Balance	(2,522,387)	(2,522,387)	(3,620,587)	(1,098,200)	702,888
Fund Balance - January 1	8,184,429	8,184,429	10,878,922	2,694,493	10,176,034
Fund Balance - December 31	5,662,042	5,662,042	7,258,335	1,596,293	10,878,922

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Capital Project Funds - Street and Alley Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Revenues:					
General property taxes	1,061,100	1,061,100	1,429,399	368,299	1,056,550
Highway users taxes	58,965	58,965	68,132	9,167	59,645
Total - Taxes	1,120,065	1,120,065	1,497,531	377,466	1,116,195
Licenses, permits and fees	15,000	15,000	28,932	13,932	182,999
Intergovernmental revenue	-	274,000	-	(274,000)	-
Miscellaneous	274,000	-	17,123	17,123	22,432
Total Revenues	1,409,065	1,409,065	1,543,586	134,521	1,321,626
Expenditures:					
Streets	1,026,664	1,026,664	711,794	314,870	718,397
Capital outlay	2,100,000	2,100,000	2,169,450	(69,450)	1,324,469
Total Expenditures	3,126,664	3,126,664	2,881,244	245,420	2,042,866
Excess (Deficiency) of Revenues Over Expenditures	(1,717,599)	(1,717,599)	(1,337,658)	379,941	(721,240)
Other Financing Sources (Uses):					
Sale of asset	-	-	67,000	67,000	-
Net Change in Fund Balance	(1,717,599)	(1,717,599)	(1,270,658)	446,941	(721,240)
Fund Balance - January 1	2,038,193	2,038,193	2,130,774	92,581	2,852,014
Fund Balance - December 31	320,594	320,594	860,116	539,522	2,130,774

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Combining Balance Sheet
Non-major Governmental Funds
December 31, 2024

	Parks, Recreation, and Trails Fund	Conservation Trust Fund	Transit and Mobility Fund	Total Non-major Governmental Funds
Assets:				
Cash and investments - Unrestricted	1,220,655	32,790	344,088	1,597,533
Receivables:				
Intergovernmental	-	5,054	-	5,054
Total Assets	1,220,655	37,844	344,088	1,602,587
Liabilities:				
Accounts payable	52,697	-	216,066	268,763
Deposits payable	15,273	-	-	15,273
Total Liabilities	67,970	-	216,066	284,036
Fund Balances:				
Restricted	-	37,844	-	37,844
Committed	1,152,685	-	128,022	1,280,707
Total Fund Balances	1,152,685	37,844	128,022	1,318,551
Total Liabilities and Fund Balances	1,220,655	37,844	344,088	1,602,587

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds
For the Year Ended December 31, 2024

	Parks, Recreation, and Trails Fund	Conservation Trust Fund	Transit and Mobility Fund	Total Non-major Governmental Funds
Revenues:				
Taxes	845,353	-	1,501,596	2,346,949
Intergovernmental revenue	-	15,123	424	15,547
Charges for services	133,163	-	66,160	199,323
Investment income	-	1,607	-	1,607
Total Revenues	978,516	16,730	1,568,180	2,563,426
Expenditures:				
Culture and recreation	1,297,151	-	-	1,297,151
Transportation	-	-	1,698,380	1,698,380
Capital outlay	49,340	-	-	49,340
Total Expenditures	1,346,491	-	1,698,380	3,044,871
Excess (Deficiency) of Revenues Over Expenditures	(367,975)	16,730	(130,200)	(481,445)
Other Financing Sources (Uses):				
Transfers in	1,520,660	-	258,222	1,778,882
Total Other Financing Sources (Uses)	1,520,660	-	258,222	1,778,882
Net Change in Fund Balances	1,152,685	16,730	128,022	1,297,437
Fund Balances - January 1	-	21,114	-	21,114
Fund Balances - December 31	1,152,685	37,844	128,022	1,318,551

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Special Revenue Fund - Parks, Recreation, and Trails Fund
For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Sales and use taxes	769,222	769,222	845,353	76,131
Intergovernmental revenue	15,000	15,000	-	(15,000)
Recreation fees	152,080	152,080	133,163	(18,917)
Total Revenues	936,302	936,302	978,516	42,214
Expenditures:				
Culture and recreation	1,190,581	1,330,000	1,297,151	32,849
Capital outlay	113,000	45,000	49,340	(4,340)
Total Expenditures	1,303,581	1,375,000	1,346,491	28,509
Excess (Deficiency) of Revenues Over Expenditures	(367,279)	(438,698)	(367,975)	70,723
Other Financing Sources (Uses):				
Transfers in	1,520,660	1,520,660	1,520,660	-
Net Change in Fund Balance	1,153,381	1,081,962	1,152,685	70,723
Fund Balance - January 1	-	-	-	-
Fund Balance - December 31	1,153,381	1,081,962	1,152,685	70,723

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Special Revenue Fund - Conservation Trust Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Revenues:					
Intergovernmental - Lottery proceeds	15,000	15,000	15,123	123	20,508
Investment income	1,000	1,000	1,607	607	-
Total Revenues	16,000	16,000	16,730	730	20,508
Expenditures:					
Capital outlay	-	-	-	-	110,000
Total Expenditures	-	-	-	-	110,000
Net Change in Fund Balance	16,000	16,000	16,730	730	(89,492)
Fund Balance - January 1	18,977	18,977	21,114	2,137	110,606
Fund Balance - December 31	34,977	34,977	37,844	2,867	21,114

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
Special Revenue Fund - Transit and Mobility Fund
For the Year Ended December 31, 2024

	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)
Revenues:				
Sales tax	1,394,000	1,394,000	1,501,596	107,596
Intergovernmental revenue	250	250	424	174
Fines and forfeitures	80,800	80,800	66,160	(14,640)
Total Revenues	1,475,050	1,475,050	1,568,180	93,130
Expenditures:				
Mountain Express	1,590,418	1,590,418	1,698,380	(107,962)
Total Expenditures	1,590,418	1,590,418	1,698,380	(107,962)
Excess (Deficiency) of Revenues Over Expenditures	(115,368)	(115,368)	(130,200)	(14,832)
Other Financing Sources (Uses):				
Transfers in	258,222	258,222	258,222	-
Net Change in Fund Balance	142,854	142,854	128,022	(14,832)
Fund Balance - January 1	-	-	-	-
Fund Balance - December 31	142,854	142,854	128,022	(14,832)

The accompanying notes are an integral part of these financial statements.

Town of Crested Butte, Colorado
Schedule of Revenues, Expenses and Change in Net Position
Budget (Non-GAAP Basis) and Actual with Reconciliation to GAAP Basis
Enterprise Fund - Sewer, Water, and Sanitation Fund
For the Year Ended December 31, 2024
(With Comparative Actual Amounts For 2023)

	2024				2023
	Original Budget	Final Budget	Actual	Final Budget Variance Positive (Negative)	Actual
Operating Revenues:					
Charges for services	6,573,612	6,573,612	3,271,178	(3,302,434)	2,967,742
Total Operating Revenues	6,573,612	6,573,612	3,271,178	(3,302,434)	2,967,742
Operating Expenses:					
Operations and maintenance	1,778,613	1,778,613	1,765,787	12,826	2,020,840
Administrative fee	420,080	420,080	398,223	21,857	65,000
Capital outlay	5,181,994	5,998,015	5,137,162	860,853	15,727,261
Total Expenses	7,380,687	8,196,708	7,301,172	895,536	17,813,101
Operating Income (Loss) - Budget Basis	(807,075)	(1,623,096)	(4,029,994)	(2,406,898)	(14,845,359)
Non-operating Revenues (Expenses):					
State and federal grants	199,499	199,499	37,500	(161,999)	707,371
Investment income	480,000	480,000	511,958	31,958	528,154
Gain (loss) on asset disposal	-	-	(640)	(640)	-
Principal repayment	(614,410)	(614,410)	(614,410)	-	(569,795)
Interest expense	(363,883)	(363,883)	(405,777)	(41,894)	(347,094)
Debt proceeds	4,147,353	4,147,353	2,692,564	(1,454,789)	11,307,436
Total Non-operating Revenues (Expenses)	3,848,559	3,848,559	2,221,195	(1,627,364)	11,626,072
Capital Contributions:					
Intergovernmental	-	-	-	-	2,084,662
Tap fees:					
Water	436,400	436,400	732,676	296,276	1,171,438
Sewer	436,400	436,400	962,616	526,216	175,409
Total Capital Contributions	872,800	872,800	1,695,292	822,492	3,431,509
Change in Net Position - Budget Basis	3,914,284	3,098,263	(113,507)	(3,211,770)	212,222
Reconciliation to GAAP Basis:					
Adjustments:					
Debt proceeds			(2,692,564)		(11,307,436)
Debt forgiveness			1,500,000		-
Principal repayment			614,410		569,795
Capitalized assets			5,114,568		15,779,556
Depreciation			(680,321)		(564,582)
Change in Net Position - GAAP Basis			3,742,586		4,689,555

The accompanying notes are an integral part of these financial statements.

LOCAL HIGHWAY FINANCE REPORT

TOWN OF
CRESTED BUTTE
COLORADO

Form Approved
OMB No. 2125-0032

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT

STATE: COLORADO

YEAR ENDING (mm/yy): 12/2024

This Information From The Records Of: Town of Crested Butte

Prepared By: Kyle Thomas, kthomas@crestedbutte-co.gov

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	
3. Other local imposts (from page 2)	$ 1,419,204.21
4. Miscellaneous local receipts (from page 2)	$ 109,257.02
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	$ -
7. Total (1 through 6)	$ 1,528,461.23
B. Private Contributions	
C. Receipts from State government (from page 2)	$ 62,631.80
D. Receipts from Federal Government (from page 2)	$ -
E. Total receipts (A.7 + B + C + D)	$ 1,591,093.03

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital outlay (from page 2)	$ 1,700,783.06
2. Maintenance:	$ 668,477.16
3. Road and street services:	
a. Traffic control operations	$ 9,726.16
b. Snow and ice removal	$ 341,635.75
c. Other	$ 1,044.66
d. Total (a. through c.)	$ 352,406.57
4. General administration & miscellaneous	$ 157,947.32
5. Highway law enforcement and safety	
6. Total (1 through 5)	$ 2,879,614.11
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	$ -
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	$ -
3. Total (1.c + 2.c)	$ -
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total expenditures (A.6 + B.3 + C + D)	$ 2,879,614.11

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				$ -
1. Bonds (Refunding Portion)				$ -
B. Notes (Total)				$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
$ 5,610,967.82	$ 1,591,093.03	$ 2,879,614.11	$ 4,322,446.74	$ -

Notes and Comments:

FORM FHWA-536 (Rev.06/2000) PREVIOUS EDITIONS OBSOLETE Excel (Next Page)

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/2024

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assesments	$ 1,419,204.21	a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	$ 10,195.02
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	$ 67,000.00
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other		g. Other Misc. Receipts	$ 28,932.00
6. Total (1. through 5.)	$ -	h. Other	$ 3,130.00
c. Total (a. + b.)	$ 1,419,204.21	i. Total (a. through h.)	$ 109,257.02
(Carry forward to page 1)		*(Carry forward to page 1)*	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes (from Item I.C.5.)	$ 62,631.80	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations		d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other		f. Other Federal ARPA	
f. Total (a. through e.)	$ -	g. Total (a. through f.)	$ -
4. Total (1. + 2. + 3.f)	$ 62,631.80	3. Total (1. + 2.g)	$ -
(Carry forward to page 1)		*(Carry forward to page 1)*	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			$ -
b. Engineering Costs		$ 11,818.00	$ 11,818.00
c. Construction:			
(1). New Facilities			$ -
(2). Capacity Improvements			$ -
(3). System Preservation		$ 1,688,965.06	$ 1,688,965.06
(4). System Enhancement And Operation			$ -
(5). Total Construction (1)+(2)+(3)+(4)	$ -	$ 1,688,965.06	$ 1,688,965.06
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	$ -	$ 1,700,783.06	$ 1,700,783.06
(Carry forward to page 1)			

Notes and Comments:

FORM FHWA-536

SINGLE AUDIT REPORTS and SCHEDULES

TOWN OF
CRESTED BUTTE
COLORADO

McMahan and Associates, L.L.C.
Certified Public Accountants and Consultants

Web Site: www.McMahanCPA.com Main Office: (970) 845-8800

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Mayor and Town Council
Town of Crested Butte, Colorado

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado (the "Town") as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated July 25, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit on the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe that a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

INDEPENDENT AUDITOR'S REPORT
To the Mayor and Members of Town Council
Town of Crested Butte, Colorado

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
Avon, Colorado
July 25, 2025

McMahan and Associates, L.L.C.
Certified Public Accountants and Consultants
Web Site: www.McMahanCPA.com
Main Office: (970) 845-8800

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Mayor and Members of Town Council
Town of Crested Butte, Colorado

Opinion on Compliance for Each Major Program

We have audited the compliance of the Town of Crested Butte, Colorado's (the "Town") with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs for the year ended December 31, 2024. The Town's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Town complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the *Auditor's Responsibilities for the Audit of Compliance* section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Town's federal programs.

INDEPENDENT AUDITOR'S REPORT
To the Mayor and Members of Town Council
Town of Crested Butte, Colorado

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the *Auditor's Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

INDEPENDENT AUDITOR'S REPORT
To the Mayor and Members of Town Council
Town of Crested Butte, Colorado

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
Avon, Colorado
July 25, 2025

Town of Crested Butte, Colorado
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2024

Part I – Summary of Auditor's Results

Financial Statements:

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness identified	None noted
Significant deficiency identified	None noted
Noncompliance material to financial statements noted	None noted

Federal Awards:

Internal control over major programs:	
Material weakness identified	None noted
Significant deficiency identified	None noted
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Title 2, U.S. Code of Federal Regulations, Part 200	No
Major programs:	
Water Pollution Control Revolving Loan Fund	ALN 66.458
Dollar threshold used to identify Type A from Type B programs:	$750,000
Identified as low-risk auditee	No

Part II – Findings Related to Financial Statements

Findings related to financial statements as required by *Government Auditing Standards*	No
Auditor-assigned reference number	None

Part III – Findings Related to Federal Awards

Internal control findings	None noted
Compliance findings	None noted
Questioned costs	None noted
Auditor-assigned reference number	Not applicable

Town of Crested Butte, Colorado
SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS
For the Year Ended December 31, 2023

Note: There were no findings for the fiscal year ended December 31, 2023.

Town of Crested Butte, Colorado
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2024

Program Title	Assistance Listing Number	Pass-through Entity Identifying Number	Expenditures
Department of Treasury:			
Passed through Colorado Division of Local Affairs:			
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	$ 148,850
Total - Department of Treasury			148,850
Department of the Interior:			
Passed through Colorado Division of Local Affairs:			
Energy & Mineral Impact Assistance Program	15.437	N/A	37,500
Total - Department of the Interior			37,500
Environmental Protection Agency:			
Passed through Colorado Water Resources & Power Development Authority:			
Clean Water State Revolving Loan Fund	66.458	N/A	5,971,757
Total - Environmental Protection Agency			5,971,757
TOTALS			$ 6,158,107

Notes to the Schedule of Expenditures of Federal Awards For the Year Ended December 31, 2024

Note 1. Basis of Presentation:
The Schedule of Expenditures of Federal Awards includes the federal grant activity of the Town of Crested Butte, Colorado (the "Town") and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Therefore, some amounts presented in this schedule or used in this schedule may differ from amounts presented in or used in the preparation of the Town's general purpose financial statements.

Note 2. Determining the Value of Non-cash Awards Expended:
The Town had no non-cash awards expended during 2024.

Note 3. Indirect Facilities and Administration costs
The Town does not use the 10% de minimis cost rate allowed in in §200.414, Indirect (F&A) Costs, of the Uniform Guidance. Instead, the Town prepares an annual cost allocation plan to allocate indirect costs.

McMahan and Associates, L.L.C.
Certified Public Accountants and Consultants

Web Site: www.McMahanCPA.com Main Office: (970) 845-8800

To the Mayor and Town Council
Town of Crested Butte, Colorado

We have audited the financial statements of the Town of Crested Butte, Colorado (the "Town") as of and for the year ended December 31, 2024. Professional standards require that we provide you with the following information related to our audit.

Qualitative Aspects of Accounting Policies

The Town's management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in the Notes to the financial statements.

As detailed in Notes V.H and VI., the Town restated opening fund balance / net position to reflect the Town's implementation of GASB Statement No. 101, *Compensated Absences*, which requires the recognition of estimated liabilities for sick leave to be used in future periods regardless of termination payout policies, and to reflect the correction of performance deposits. No other new accounting policies were adopted and the application of existing policies was not changed during the year.

We noted no transactions entered into during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are:

- Estimated allowance for uncollectible receivables, based on management's experience with customers, taxpayers, and other business partners, together with actual collections history since year-end.
- Estimated useful lives of capital assets, in connection with the calculation of depreciation, based on industry standards and perceived use of asset categories.
- Estimating future usage of accrued sick leave in calculated compensated absences liability.

We evaluated the key factors and assumptions used to develop these estimates and found them to be reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during an audit, other than those that are trivial, and communicate them to the appropriate level of management. Those standards also require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements identified as a result of our audit procedures were brought to the attention of, and corrected by, management in the 2024 audited financial statements:

General Fund
- To defer revenue for business licenses
- To restate fund balance for correction of an error - performance deposits

Capital Fund:
- To record transfer of fund balance to Open Space Fund
- To remove fixed asset account activity from fund, since governmental fund

Open Space Fund:
- To record transfer of Fund Balance from Capital Fund
- To remove fixed asset account activity from fund, since governmental fund

Affordable Housing Fund:
- Remove accrual basis bond from fund, since governmental fund

Water, Sewer and Sanitation Fund:
- To record interest payable on loans
- Record depreciation expense
- Record 2024 capital assets additions and disposals
- Correct reversal of prior year retainage that was released
- To restate fund balance for implementation of GASB 101 and record annual change in compensated absences.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

As is required in all audit engagements, we have requested certain representations from management that are included in the management representation letter.

Recommendations

In the course of our audit, we noted the following opportunities to improve internal control and day-to-day business practices.

Tennis Court Revenue

While testing the Town's 2024 cash receipting systems, we observed that no formal recording or reconciliation is performed for cash drop-in payments for tennis courts. In order to mitigate the potential misappropriation of assets or unrecognized revenues, we recommend that the Town consider online only payment for reservations of tennis courts or incorporate such payments into another point-of-sale system.

Recommendations (continued)

Fixed Asset Reconciliations

Annually, we assist the Town in preparing annual fixed asset schedules during the audit. In preparation for next year's audit, we recommend that the Town perform an annual reconciliation of the Town's additions and disposals of fixed assets prior to audit fieldwork, due to the significant size of the Town's projects. Maintaining an accurate schedule of fixed assets is a collective effort and should involve all relevant departments. It is our understanding that the Town will be implementing a new fixed asset module in the financial reporting software to assist with this process. This will help the Town ensure that its financial statements properly reflect all such capital asset activity during the year.

New Financial Reporting Standard

Financial reporting standards for the Town are promulgated by the Governmental Accounting Standards Board ("GASB"), which has issued Statement No. 102, *Guidance in Disclosures of Certain Risks* ("GASB 102"). GASB 102 requires the disclosure of essential information about risks to vulnerabilities due to certain concentrations and constraints. GASB 102 defines a concentration as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources – for example, a small number of companies that represent a majority of employment in a government's jurisdiction, or a government that relies on one revenue source for most of its revenue. GASB 102 also defines a constraint as a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority – such as a voter-approved property tax cap or a state-imposed debt limit. Concentrations and constraints may limit a government's ability to acquire resources or control spending. Under GASB 102, governments are required to disclose information about a concentration or constraint if they meet the following criteria:

- The concentration or constraint is known to the government prior to issuing the financial statements.
- The concentration or constraint makes the government vulnerable to the risk of a substantial impact.
- An event(s) associated with the concentration or constraint that could cause a substantial impact has occurred, has begun to occur, or is more likely than not to begin to occur within 12 months of the date the financial statements are issued.

The disclosures should include a description of the concentration or constraint, each event associated with the concentration or constraint that could cause a substantial impact if the event has occurred or has begun to occur prior to the issuance of the financial statements, and actions taken by the government to mitigate the risk prior to the issuance of the financial statements.

GASB 102 is effective for reporting periods beginning after June 15, 2024, and all reporting periods thereafter. Earlier application is encouraged. We will work with the Town to assist with implementation of this new standard.

This report is intended solely for the information and use of Town Council, Town management, and others within the Town and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
Avon, Colorado
July 25, 2025

Staff Report
August 5, 2025

To:	Mayor and Town Council
Prepared By:	Shea Earley, Public Works Director
Through:	Dara MacDonald, Town Manager
Subject:	First Reading of Ordinance 6, Series 2025 - An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 3rd Street to the Corporation of the Rocky Mountain Biological Laboratory at Gothic.
Date:	July 28th, 2025

Summary: The Corporation of the Rocky Mountain Biological Laboratory at Gothic (RMBL) is a high-altitude research station that provides facilities and support for scientists and students studying biology and ecology. RMBL desires to rent two additional office spaces upstairs at the 308 3rd Street building, the East unit and the South unit,

Discussion: The potential tenant has agreed to pay the monthly amount of $882 for the East unit and the amount of $912 for the South unit for the first year, at a rate of $3 a square foot. This price is below market value of $4 and the target price decided by the Council. The lease is set for 5 years with a 1% annual rent increase for the remaining 4 years.

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

Recommendation: Staff recommends that Council approve Ordinance No. 6, Series 2025.

Proposed Motion: A Council member may make a motion, "to approve Ordinance No. 6, Series 2025 " followed by a second and roll call vote.

Attachments:
Ordinance No 6, Series 2025
RMBL Lease

ORDINANCE NO. 6

SERIES NO. 2025

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 3RD STREET TO THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC.

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 Rocky Mountain Biological Laboratory 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

By: _____
Ian Billick, Mayor

ATTEST:

_____
Lynelle Stanford, Town Clerk

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20__, with an effective date of August ___, 2025 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC, 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:

308 3rd Street,
Second Floor East and South units
Town of Crested Butte,
County of Gunnison,
State of Colorado

and commonly known as 308 3rd Street, Unit(s) ____ (the "**Premises**").

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

2. Use; Parking; Maintenance; Utilities; Signage.

2.1. Tenant may use and occupy the Premises solely for office space and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

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

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 provide regular grounds maintenance (e. g. , lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow.

2.5. Landlord shall pay the expenses for water, sewer and trash/recycling services for the Premises during the Term.

2.6. Tenant shall pay for communications services used by Tenant on the Premises during the Term.

2.7. All exterior signage and signage in the shared areas of the building shall be installed only upon prior approval of Landlord.

2.8. Tenant shall maintain and keep in good condition and repair the interior of the improvements situate on the Premises against ordinary wear and tear. Landlord shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Tenant of the need for such repairs.

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 of this Lease.

4. Rent; Additional Rent; Security Deposit.

4.1. Tenant shall pay Landlord $1,794 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 annually as follows:

1st anniversary (2025):	$21,528. 00 annually / $1,794 per month

Rent shall thenceforth increase 1% each year as follows:

2nd anniversary (2026):	$21,743. 28 annually / $1,811. 94 per month
3rd anniversary (2027):	$21,960. 72 annually / $1,830. 06 per month
4th anniversary (2028):	$22,180. 32 annually / $1,848. 36 per month
5th anniversary (2029):	$22,402. 08 annually / $1,866. 84 per month

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**") within one (1) year of execution of the Lease. Tenant's security deposit shall be $500.00. The Landlord acknowledges that they already hold a deposit of $250.00 at the execution of the Lease. 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.

4.5. This lease will maintain Tenant at an annual lease rate of $3 per sq. ft. with 1% annual increases beginning in 2026.

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 at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

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

To Tenant:
The Corporation Of The Rocky Mountain Biological Laboratory at Gothic
Attn: _____
P. O. Box 519
Crested Butte, CO 81224

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.

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:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

(Premises)



Karp.Neu.Hanlon PC
ATTORNEYS AT LAW

DATE: July 28, 2025

TO: Mayor and Town Council, Town of Crested Butte

FROM: Karl J. Hanlon, Town Attorney

RE: Clark's Market Show Cause Hearing

At the July 21, 2025 Town Council meeting the Council adopted Resolution 2025-18 finding probable cause that a liquor code violation occurred when Clark's Market failed to disclose the May 5, 2025, citation from the Liquor Enforcement Division on its liquor license renewal application as required by the application and Municipal Code Section 6-2-30 and further failed to notify the Town that it had entered into a Stipulation, Order and Agreement with the State Liquor Enforcement Division regarding that violation. The Order to Show Cause was subsequently issued by the Town Clerk and delivered via electronic mail to the Clark's Market.

The Order to Show Cause relates only to the failure to disclose the violation on the renewal application and does not relate to the underlying violation of selling to a person under the age of 21. Accordingly, the Council is only determining if: 1) Clark's Market violated the Town Code and State Liquor Laws by failing to disclose on its renewal application that it had been charged, and then failed to inform the Town during the renewal process that it had entered into a Stipulation, Order and Agreement with the State Liquor Enforcement Division, and 2) if the Council determines the violation occurred, what an appropriate penalty for the violation is. Had Clark's Market disclosed the violation pursuant to Municipal Code Section 6-2-30 they would have been required to appear before Council as part of the renewal process rather than being renewed administratively by the Town Clerk.

A public hearing on the matter has been set for August 5, 2025. The procedure for the public hearing is:

1. Presentation of evidence (both written and testimony of the Town Clerk) by the Town Attorney regarding the alleged violation.
2. Questions by the Council regarding the evidence.
3. Presentation by Clark's Market of any evidence they wish to submit either written or testimony.
4. Questions by the Council regarding the evidence.

5. Open the hearing to the public for any testimony.
6. Deliberation and decision by the Council.

If the Council finds the violation did occur, then Council may:

1. Revoke Clark's Market's liquor license.
2. Suspend the liquor license. In enforcing a suspension Council has several options.
    a. During a suspension period Clark's Market would be prohibited from selling any alcohol and posting at the establishment as to why.
    b. A fine in lieu of suspension equal to the daily profit for each day of suspension is often used by the State Liquor Enforcement Division.
    c. Hold the suspension in abeyance pending no further violations by Clark's Market.
    d. A combination of the above.
3. The Council may also find they committed a violation but impose no penalty.

Attached are the following documents:

1. Resolution 2025-18
2. Notice of Hearing and Order to Show Cause
3. Renewal Application Signed May 6, 2025.
4. Stipulation, Agreement, and Order dated May 9, 2025.
5. Email communications between the Town Clerk and Clark's Market's legal counsel.
6. Notice of Hearing (Public)

RESOLUTION 2025-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY FINDING PROBABLE CAUSE OF A LIQUOR CODE VIOLATION BY CRESTED BUTTE GROCERY LLC D/B/A CLARK'S MARKET.

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 Crested Butte Municipal Code Section 6-2-10(b) the Town Council constitutes the Local Liquor Licensing Authority ("Town Council"); and

WHEREAS, Crested Butte Grocery LLC d/b/a Clark's Market ("Licensee") holds a Fermented Malt Beverage and Wine Liquor License No. 04-00825; and

WHEREAS, on May 5, 2025, Licensee was cited by the State Liquor Enforcement Division for selling to a person under the age of 21; and

WHEREAS, on May 6, 2025, Licensee signed and submitted a renewal application averring that Licensee's only violation in the past year was in Parachute, Colorado on a separate license (See **Exhibit A**); and

WHEREAS, on May 9, 2025, Licensee entered into a Stipulation, Agreement and Order with the State Liquor Enforcement Division regarding the May 5, 2025, violation (See attached **Exhibit B**).

WHEREAS, on May 26, 2025, the Town Clerk issued a renewal of the Licensee's liquor license (See attached **Exhibit A**); and

WHEREAS, pursuant to Municipal Code Section 6-2-30(b) due to the violation the license renewal required a hearing before the Town Council.

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

Section 1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings

Section 2. Based on the foregoing, the Town Council finds that probable cause exists to believe that Crested Butte Grocery LLC d/b/a Clark's Market violated both State and Town of Crested Butte regulations by failing to disclose the May 5, 2025, violation during the renewal process for its liquor license.

INTRODUCED, READ, AND PASSED THIS 21st DAY OF July 2025.

TOWN OF CRESTED BUTTE, COLORADO

Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

TOWN OF CRESTED BUTTE CORPORATE SEAL JULY 2, 1880 GUNNISON COUNTY, CO

DR 8400 3/22/2024

APPLICANT ID 646595

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

CLARK'S MARKET
818 SOUTH MAIN STREET
Blanding UT 84511

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	346.25
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
CRESTED BUTTE GROCERY LLC

Doing Business As Name (DBA)
CLARK'S MARKET

Liquor License Number	License Type
04-00825	Fermented Malt Beverage and Wine (city)

Sales Tax License Number	Expiration Date	Due Date
02526189	07/04/2025	05/20/2025

Business Address

Street Address	Phone Number
500 BELLEVIEW AVENUE	9703496492

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
818 SOUTH MAIN STREET

City, State, ZIP Code
Blanding UT 84511

Email
jon@geberslicensing.com

Operating Manager	Date of Birth
Tom Clark, Jr.	11/22/1973

Exhibit
A

Home Address

Street Address		Phone Number
449 Mountain Laurel, Unit 3		(970) 948-2037
City	**State**	**ZIP Code**
Aspen	CO	81611

1. Do you have legal possession of the premises at the street address? ..... ● Yes ○ No

Are the premises owned or rented? ○ Owned ● Rented*

*If rented, expiration date of lease: 12/2037

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ○ Yes ● No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ..... ● Yes ○ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? ..... ● Delivery ○ Takeout ○ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ○ Yes ● No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ..... ○ Yes ● No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ○ Yes ● No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ● No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ● Yes ○ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ● Yes ○ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Tom Clark, Jr.

Title

President

Signature — DocuSigned by: Tom Clark 887FD6D4B9864CE...

Date (MM/DD/YY) 5/6/2025

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 24-GJ-44

IN THE MATTER OF:

BATTLEMENT GROCERY, LLC
D/B/A CLARK'S MARKET
71 SIPPRELLE DRIVE
PARACHUTE, COLORADO 81635

Fermented Malt Beverage and Wine (county) License No. 04-01231

The State of Colorado, Liquor Enforcement Division ("Division") and Battlement Grocery, LLC, D/B/A Clark's Market, 71 Sipprelle Drive, Parachute, Colorado 81635 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

   IT IS ALLEGED THAT:

   A. On April 16, 2024, the Licensee, by and through its employee/agent, Jeffrey M. Miller, permitted the selling, serving, giving, or procuring of an alcohol beverage (a can of Twisted Tea fermented malt beverage) to 23FLK17074, a seventeen-year-old Liquor Enforcement Division underage purchaser.

   B. Jeffrey M. Miller failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).

2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:

   A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (county) License** to take place as follows:

      i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **December 27, 2024,** until 11:59 p.m. on **December 29, 2024**.

      ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.

      iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.

6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:

   A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

   B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars ($500.00) nor more than one-hundred thousand dollars ($100,000.00). The parties agree that the average days' sales for the month of **April 2024** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **$500.00.**

A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at https://secure.colorado.gov/payment/liquor, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **December 6, 2024.**

B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.

C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.

8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.

10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.

12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:

    A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;

    B. The right to cross-examine all witnesses against Licensee at a formal hearing;

    C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;

    D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;

    E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and

    F. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.

14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Christine Schmid as proxy for Michelle Stone-Principato
Digitally signed by Christine Schmid as proxy for Michelle Stone-Principato
Date: 2024.11.07 08:46:52 -07'00'

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

Tom Clark, Jr.
Battlement Grocery, LLC

11-5-24
Date

APPROVED and ORDERED as dated in the Electronic Signature below.

Heidi Humphreys
Digitally signed by Heidi Humphreys
Date: 2024.11.19 16:28:04 -07'00'

Heidi Humphreys
Executive Director/CEO
Department of Revenue
State Licensing Authority

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

Licensee Business Address Battlement Grocery, LLC d/b/a Clark's Market 71 Sipprelle Drive Parachute, CO 81635 John@clarksmarket.com Fermented Malt Beverage and Wine (county) License No. 04-01231	Licensee Mailing Address Battlement Grocery, LLC d/b/a Clark's Market 818 South Blanding Blanding, UT 84511 John@clarksmarket.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: Alexandra Prichard Digitally signed by Alexandra Prichard Date: 2024.11.21 09:52:44 -07'00'

Allie Prichard

RENEWAL APPLICATION (CONTINUED)

Q. 8 – Ownership

The applicant's ownership currently has interest in the following Colorado liquor licenses:

Battlement Grocery, LLC d/b/a Clark's Market
71 Sipprelle Drive, Parachute, CO 81634
Fermented Malt Beverage (County) License - #04-01231

Norwood Grocery LLC d/b/a/ Clark's Market
1435 Grand Avenue, Norwood, CO 81423
Fermented Malt Beverage (City) License - #04-00854

Lowry Grocery, LLC d/b/a Clark's Market
7059 E. Lowry Boulevard, Suite 102, Denver, CO 80224
Liquor Store (City) License - #03-20250

Meeker Grocery, LLC d/b/a Watt Ranch Market / Clark's Market
271 East Market Street, Meeker, CO 81641
Fermented Malt Beverage On/Off (City) - #04-02061

Clark's Market Inc.
215 South Monarch Street, Aspen, CO 81611
Master File (Business) - #03-22800

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Tom Clark, Jr.

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Crested Butte Grocery LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Crested Butte Grocery LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
84-1564733		(970) 349-6492

Street Address

500 Belleview Avenue

City	State	ZIP Code
Crested Butte	CO	81224

Printed name of person signing on behalf of the Applicant/Licensee

Tom Clark, Jr.

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Tom Clark — 887FD6D4B9864CE... | 5/6/2025

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Blvd., Ste. 300
Lakewood, CO 80401

Mailing Address:
Colorado Liquor Enforcement Division
P.O. Box 17087
Denver, CO 80217-0087

June 6, 2025

Crested Butte Grocery LLC
d/b/a Clark's Market
500 Belleview Avenue
Crested Butte, CO 81224
cb_manager@clarksmarket.com
jim@clarksmarket.com
Alicia@clarksmarket.com

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order ("Order") regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor Enforcement Division ("Division") using the address above or email the executed order to led_adminactions@state.co.us. To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier's check mailed to the mailing address above or paid online at: https://secure.colorado.gov/payment/liquor. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact led_adminactions@state.co.us within ten (10) days of the date of this notice.

Sincerely,

Michelle Stone-Principato

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

Exhibit
B

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 25-GJ-108

IN THE MATTER OF:

CRESTED BUTTE GROCERY LLC
D/B/A CLARK'S MARKET
500 BELLEVIEW AVENUE
CRESTED BUTTE, CO 81224

Fermented Malt Beverage and Wine (city) License No. 04-00825

The State of Colorado, Liquor Enforcement Division ("Division") and Crested Butte Grocery LLC, D/B/A Clark's Market, 500 Belleview Avenue, Crested Butte, CO 81224 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

   IT IS ALLEGED THAT:

   A. On May 5, 2025, the Licensee, by and through its employee/agent, Rodney Morrill, permitted the selling, serving, giving, or procuring of an alcohol beverage (a 300 mL bottle of Hakutsuro Sake - Vinous Liquor) to 24FGJ18079, a nineteen-year-old Liquor Enforcement Division underage purchaser.

   B. Rodney Morrill failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).

2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:

   A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (city) License** to take place as follows:

      i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **July 11, 2025,** until 11:59 p.m. on **July 13, 2025**.

      ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.

      iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.

6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:

   A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

   B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars ($500.00) nor more than one-hundred thousand dollars ($100,000.00). The parties agree that the average days' sales for the month of **May 2025** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **$574.79.**

A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at https://secure.colorado.gov/payment/liquor, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **June 27, 2025.**

B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.

C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.

8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.

10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.

12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:

    A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;

    B. The right to cross-examine all witnesses against Licensee at a formal hearing;

    C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;

    D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;

    E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and

    F. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.

14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Christine Schmid as proxy for Michelle Stone-Principato
Digitally signed by Christine Schmid as proxy for Michelle Stone-Principato
Date: 2025.06.12 07:53:27 -06'00'

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

Tom Clark

Tom Clark, Jr.
Crested Butte Grocery LLC

6-9-25
Date

APPROVED and ORDERED as dated in the Electronic Signature below.

Heidi Humphreys
Digitally signed by Heidi Humphreys
Date: 2025.06.24 16:02:09 -06'00'

Heidi Humphreys
Executive Director/CEO
Department of Revenue
State Licensing Authority

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

Licensee Business Address Crested Butte Grocery LLC d/b/a Clark's Market 500 Belleview Avenue Crested Butte, CO 81224 cb_manager@clarksmarket.com jim@clarksmarket.com Alicia@clarksmarket.com Fermented Malt Beverage and Wine (city) License No. 04-00825	Licensee Mailing Address Crested Butte Grocery LLC d/b/a Clark's Market 818 South Main Street Blanding, UT 84511 cb_manager@clarksmarket.com jim@clarksmarket.com Alicia@clarksmarket.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: Alexandra Prichard Digitally signed by Alexandra Prichard Date: 2025.06.30 12:30:35 -06'00'

Allie Prichard

BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO
ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY

NOTICE OF HEARING AND ORDER TO SHOW CAUSE

IN THE MATTER OF:

CRESTED BUTTE GROCERY LLC

D/B/A CLARK'S MARKET

500 BELLEVIEW AVENUE

Fermented Malt Beverage and Wine (city) License No. 04-00825

Whereas, on July 21, 2025, the Town Council of the Town of Crested Butte Colorado acting as the Local Liquor Licensing Authority determined that there was probable cause to believe the Licensee named above violated CRS 44-3-302 and Crested Butte Municipal Code 6-2-30 by failing to disclose material facts regarding a pending violation and stipulation with the Division of Liquor Enforcement during the renewal process.

NOW THEREFORE; Licensee is hereby ordered to appear before the Town of Crested Butte Town Council acting as the Local Liquor Licensing Authority on August 5, 2025 at 7:00PM , at the Crested Butte Town Hall located at 507 Maroon Ave, Crested Butte, Colorado 81224, to show cause, if any, why Licensee's Fermented Malt Beverage and Wine License No. 04-00825 should not be suspended or revoked for having violated the above cited provisions of State Statute and Municipal Code more specifically alleged below. Your failure to appear may result in the suspension or revocation of your liquor license without further notice.

YOU ARE FURTHER NOTIFIED that the purpose of the show cause hearing is to determine if you have violated the rules, regulations and laws which govern your operation of the Licensed Premises, as follows:

IT IS ALLEGED THAT:

1. On May 5, 2025, you were cited by the State Division of Liquor Enforcement for selling to a person under the age of 21.
2. On May 6, 2025, you submitted a renewal application to the Crested Butte Town Clerk wherein you averred that you had no pending liquor code violations except in the Town of Parachute.
3. On May 9, 2025, you entered into a Stipulation, Agreement, and Order with the State Liquor Enforcement Division regarding the May 5, 2025, violation.
4. At no time between May 6, 2025, and the issuance of your renewal on May 28, 2025, did you inform the Town that you had been cited or that you had entered a stipulation as required on the renewal application, and Municipal Code Section 6-2-30.

The hearing on this matter will be conducted pursuant to CRS 44-3-601 and the Regulations of the Colorado Department of Revenue, Liquor Enforcement Division. You may be represented by an attorney if you desire.

A copy of the Resolution of the Town Council of the Town of Crested Butte acting as the Local Liquor Licensing Authority finding probable cause to believe that you have committed a violation of the above-described State laws and regulations and the local ordinances of the Town of Crested Butte, is served with this order.

GIVEN BY ORDER OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY.

DATED: July 21, 2025

TOWN OF CRESTED BUTTE LOCAL LIQUOR LICENSING AUTHORITY

Lynelle Stanford, Town Clerk

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

CLARK'S MARKET
818 SOUTH MAIN STREET
Blanding UT 84511

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	346.25
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date:

Licensee Name
CRESTED BUTTE GROCERY LLC

Doing Business As Name (DBA)
CLARK'S MARKET

Liquor License Number	License Type
04-00825	Fermented Malt Beverage and Wine (city)

Sales Tax License Number	Expiration Date	Due Date
02526189	07/04/2025	05/20/2025

Business Address

Street Address	Phone Number
500 BELLEVIEW AVENUE	9703496492

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
818 SOUTH MAIN STREET

City, State, ZIP Code
Blanding UT 84511

Email
jon@geberslicensing.com

Operating Manager	Date of Birth
Tom Clark, Jr.	11/22/1973

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

Home Address

Street Address		Phone Number
449 Mountain Laurel, Unit 3		(970) 948-2037
City	**State**	**ZIP Code**
Aspen	CO	81611

1. Do you have legal possession of the premises at the street address? ..... ● Yes ○ No

Are the premises owned or rented? ○ Owned ● Rented*

*If rented, expiration date of lease: 12/2037

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ○ Yes ● No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ..... ● Yes ○ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? ..... ● Delivery ○ Takeout ○ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ○ Yes ● No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ..... ○ Yes ● No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ○ Yes ● No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ◉ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ◉ Yes ○ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ◉ Yes ○ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Tom Clark, Jr.

Title

President

Signature — DocuSigned by: Tom Clark 887FD6D4B9864CE...

Date (MM/DD/YY): 5/6/2025

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Blvd., Ste. 300
Lakewood, CO 80401

Mailing Address:
Colorado Liquor Enforcement Division
P.O. Box 17087
Denver, CO 80217-0087

June 6, 2025

Crested Butte Grocery LLC
d/b/a Clark's Market
500 Belleview Avenue
Crested Butte, CO 81224
cb_manager@clarksmarket.com
jim@clarksmarket.com
Alicia@clarksmarket.com

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order ("Order") regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

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The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact led_adminactions@state.co.us within ten (10) days of the date of this notice.

Sincerely,

Michelle Stone-Principato

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 25-GJ-108

IN THE MATTER OF:

CRESTED BUTTE GROCERY LLC
D/B/A CLARK'S MARKET
500 BELLEVIEW AVENUE
CRESTED BUTTE, CO 81224

Fermented Malt Beverage and Wine (city) License No. 04-00825

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1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

   IT IS ALLEGED THAT:

   A. On May 5, 2025, the Licensee, by and through its employee/agent, Rodney Morrill, permitted the selling, serving, giving, or procuring of an alcohol beverage (a 300 mL bottle of Hakutsuro Sake - Vinous Liquor) to 24FGJ18079, a nineteen-year-old Liquor Enforcement Division underage purchaser.

   B. Rodney Morrill failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).

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3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:

   A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (city) License** to take place as follows:

      i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **July 11, 2025,** until 11:59 p.m. on **July 13, 2025**.

      ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.

      iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.

6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:

   A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

   B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars ($500.00) nor more than one-hundred thousand dollars ($100,000.00). The parties agree that the average days' sales for the month of **May 2025** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **$574.79.**

A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at https://secure.colorado.gov/payment/liquor, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **June 27, 2025.**

B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.

C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.

8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.

10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.

12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:

    A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;

    B. The right to cross-examine all witnesses against Licensee at a formal hearing;

    C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;

    D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;

    E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and

    F. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.

14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

Tom Clark, Jr.
Crested Butte Grocery LLC

6-9-25
Date

APPROVED and ORDERED as dated in the Electronic Signature below.

Heidi Humphreys
Executive Director/CEO
Department of Revenue
State Licensing Authority

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

Licensee Business Address Crested Butte Grocery LLC d/b/a Clark's Market 500 Belleview Avenue Crested Butte, CO 81224 cb_manager@clarksmarket.com jim@clarksmarket.com Alicia@clarksmarket.com Fermented Malt Beverage and Wine (city) License No. 04-00825	Licensee Mailing Address Crested Butte Grocery LLC d/b/a Clark's Market 818 South Main Street Blanding, UT 84511 cb_manager@clarksmarket.com jim@clarksmarket.com Alicia@clarksmarket.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By:_____
Allie Prichard

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Angelique P. Petterson; Dara MacDonald
Subject: FW: Clark"s - Renewed Lic
Date: Thursday, July 3, 2025 2:54:26 PM

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Wednesday, June 11, 2025 12:56 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's - Renewed Lic

Thank you!

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Wed, Jun 11, 2025 at 12:29 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Good Morning Jon,
>
> Oh geez, sounds about right.
>
> Please find the attached, corrected license for Clark's.
>
> Thank you and have a good day!
>
> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov
>
> ---
>
> **From:** Jon Gebers <jon@geberslicensing.com>

Sent: Tuesday, June 10, 2025 2:44 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's - Renewed Lic

Hey Lynelle.

Clark's Market noticed that the local liquor license does not have an expiration date listed. Is there any way you can add that to the license and send it to me again?

Thank you.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Tue, Jun 10, 2025 at 12:07 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Hope you're getting caught up after being away. Yep, until next year.... Have a great summer!
>
> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov
>
> ---
>
> **From:** Jon Gebers <jon@geberslicensing.com>
> **Sent:** Monday, June 9, 2025 11:10 AM
> **To:** Lynelle Stanford <lstanford@crestedbutte-co.gov>
> **Subject:** Re: Clark's - Renewed Lic
>
> Hi Lynelle.
>
> I was out sick a few days last week and am still playing catch-up. My apologies for the late response.
>
> I'll simply forward these to the client and ask them to print them out and put them up at the location.

Thank you, as always, for your hard work! Until next year....

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, Jun 2, 2025 at 5:52 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Good Afternoon Jon,
>
> Please find attached, the State and Town-issued renewed liquor licenses for Crested Butte Grocery LLC DBA Clark's Market. Thank you for the timely replies for the additional documentation!
>
> Would they most prefer that I send hard copies of the licenses to 818 South Main Street in Blanding, UT?
>
> Thanks Jon!
>
> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov
>
> ---
>
> **From:** Scanner <scanner@crestedbutte-co.gov>
> **Sent:** Monday, June 2, 2025 3:56 PM
> **To:** Lynelle Stanford <lstanford@crestedbutte-co.gov>
> **Subject:**

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Angelique P. Petterson; Dara MacDonald
Subject: FW: Clark"s Market
Date: Thursday, July 3, 2025 2:52:32 PM

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Thursday, May 8, 2025 1:49 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Clark's Market

Good afternoon, Lynelle.

It's time for me to file the annual renewal for Clark's Market. Can I email it to you as in years past?

Also, how can I pay the local and state renewal fees?

Thank you. I hope this message finds you well.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Angelique P. Petterson; Dara MacDonald
Subject: FW: Clark"s Market
Date: Thursday, July 3, 2025 2:53:21 PM
Attachments: Renewal Application - 2025 [Executed].pdf

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Tuesday, May 13, 2025 8:28 AM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

Good morning, Lynelle.

Please find the signed renewal form attached.

I have a few follow up questions to your response below:

- There isn't a way to pay online or over the phone for the local renewal fees? It's okay if not. I'll just have a check cut and sent to you.
- Clark's Market has never been asked for the floor plan update and receipts in any jurisdiction before. Can you help me understand so that I can properly explain it to them?

Thanks for all you do! Have a great day!

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, May 12, 2025 at 6:19 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Yes, happy spring!

You may certainly email the renewal form to me for Clark's. I'm sure you have it, but here is a link to the form:

https://sbg.colorado.gov/sites/sbg/files/documents/DR8400_e_wo_9.10.2024.pdf

Also, you may pay the Colorado Department of Revenue online:

https://sbg.colorado.gov/liquor

However, please send the renewal check, payable to the Town of Crested Butte, to PO Box 39; Crested Butte, CO 81224.

Colorado Department of Revenue: $346.25
Town of Crested Butte: $175

Also, will you please provide a map of the premises defining where displays are located and evidence that more than 20% of their revenue exclusive of fuel, tobacco, and lottery sales are from the sale of food items for consumption off the premises.

Thanks Jon – appreciate it!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Thursday, May 8, 2025 1:49 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Clark's Market

Good afternoon, Lynelle.

It's time for me to file the annual renewal for Clark's Market. Can I email it to you as in years past?

Also, how can I pay the local and state renewal fees?

Thank you. I hope this message finds you well.

Jon Gebers

GEBERS LICENSING
(303) 905-1060

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Angelique P. Petterson; Dara MacDonald
Subject: FW: Clark"s Market
Date: Thursday, July 3, 2025 2:53:30 PM

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Tuesday, May 13, 2025 1:02 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

Let me work on those items and get back to you as soon as I can. One quick question, please - What do you mean by 'display' on the floor plan? Is this where the alcohol is stored?

Thanks again.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Tue, May 13, 2025 at 11:25 AM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Good Morning Jon,
>
> Got it – thank you.
>
> Unfortunately, for liquor license renewals, the Town lacks the ability to accept online payments. Hopefully, we can enact change with our new website.
>
> The request for the floor plan was advised for me to complete the liquor license file, since I did not request at the time the license was last changed.
>
> Thanks Jon and have a good day!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Tuesday, May 13, 2025 8:28 AM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

Good morning, Lynelle.

Please find the signed renewal form attached.

I have a few follow up questions to your response below:

- There isn't a way to pay online or over the phone for the local renewal fees? It's okay if not. I'll just have a check cut and sent to you.
- Clark's Market has never been asked for the floor plan update and receipts in any jurisdiction before. Can you help me understand so that I can properly explain it to them?

Thanks for all you do! Have a great day!

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, May 12, 2025 at 6:19 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Yes, happy spring!
>
> You may certainly email the renewal form to me for Clark's. I'm sure you have it, but here is a link to the form:
>
> https://sbg.colorado.gov/sites/sbg/files/documents/DR8400_e_wo_9.10.2024.pdf
>
> Also, you may pay the Colorado Department of Revenue online:

https://sbg.colorado.gov/liquor

However, please send the renewal check, payable to the Town of Crested Butte, to PO Box 39; Crested Butte, CO 81224.

Colorado Department of Revenue: $346.25
Town of Crested Butte: $175

Also, will you please provide a map of the premises defining where displays are located and evidence that more than 20% of their revenue exclusive of fuel, tobacco, and lottery sales are from the sale of food items for consumption off the premises.

Thanks Jon – appreciate it!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Thursday, May 8, 2025 1:49 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Clark's Market

Good afternoon, Lynelle.

It's time for me to file the annual renewal for Clark's Market. Can I email it to you as in years past?

Also, how can I pay the local and state renewal fees?

Thank you. I hope this message finds you well.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Dara MacDonald; Angelique P. Petterson
Subject: FW: Clark"s Market
Date: Thursday, July 3, 2025 2:53:31 PM

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Tuesday, May 13, 2025 2:24 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

It does. Thank you!

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Tue, May 13, 2025 at 3:16 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Display would be in part where alcohol is stored, but it refers to for example, boxes of wine stacked in a decorative manner with a sign advertising the price, or something similar. Does that make sense?
>
> Thanks again!
>
> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov
>
> ---
>
> **From:** Jon Gebers <jon@geberslicensing.com>

Sent: Tuesday, May 13, 2025 1:02 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

Let me work on those items and get back to you as soon as I can. One quick question, please - What do you mean by 'display' on the floor plan? Is this where the alcohol is stored?

Thanks again.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Tue, May 13, 2025 at 11:25 AM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Good Morning Jon,
>
> Got it – thank you.
>
> Unfortunately, for liquor license renewals, the Town lacks the ability to accept online payments. Hopefully, we can enact change with our new website.
>
> The request for the floor plan was advised for me to complete the liquor license file, since I did not request at the time the license was last changed.
>
> Thanks Jon and have a good day!
>
> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov
>
> ---
>
> **From:** Jon Gebers <jon@geberslicensing.com>
> **Sent:** Tuesday, May 13, 2025 8:28 AM
> **To:** Lynelle Stanford <lstanford@crestedbutte-co.gov>
> **Subject:** Re: Clark's Market
>
> Good morning, Lynelle.

Please find the signed renewal form attached.

I have a few follow up questions to your response below:

- There isn't a way to pay online or over the phone for the local renewal fees? It's okay if not. I'll just have a check cut and sent to you.
- Clark's Market has never been asked for the floor plan update and receipts in any jurisdiction before. Can you help me understand so that I can properly explain it to them?

Thanks for all you do! Have a great day!

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, May 12, 2025 at 6:19 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Yes, happy spring!
>
> You may certainly email the renewal form to me for Clark's. I'm sure you have it, but here is a link to the form:
>
> https://sbg.colorado.gov/sites/sbg/files/documents/DR8400_e_wo_9.10.2024.pdf
>
> Also, you may pay the Colorado Department of Revenue online:
>
> https://sbg.colorado.gov/liquor
>
> However, please send the renewal check, payable to the Town of Crested Butte, to PO Box 39; Crested Butte, CO 81224.
>
> Colorado Department of Revenue: $346.25
> Town of Crested Butte: $175
>
> Also, will you please provide a map of the premises defining where displays are located and evidence that more than 20% of their revenue exclusive of fuel, tobacco, and lottery sales are from the sale of food items for consumption off the premises.

Thanks Jon – appreciate it!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Thursday, May 8, 2025 1:49 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Clark's Market

Good afternoon, Lynelle.

It's time for me to file the annual renewal for Clark's Market. Can I email it to you as in years past?

Also, how can I pay the local and state renewal fees?

Thank you. I hope this message finds you well.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

CLARK'S MARKET
818 SOUTH MAIN STREET
Blanding UT 84511

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	346.25
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date:

Licensee Name: CRESTED BUTTE GROCERY LLC

Doing Business As Name (DBA): CLARK'S MARKET

Liquor License Number	License Type
04-00825	Fermented Malt Beverage and Wine (city)

Sales Tax License Number	Expiration Date	Due Date
02526189	07/04/2025	05/20/2025

Business Address

Street Address	Phone Number
500 BELLEVIEW AVENUE	9703496492

City, State, ZIP Code: Crested Butte CO 81224

Mailing Address

Street Address: 818 SOUTH MAIN STREET

City, State, ZIP Code: Blanding UT 84511

Email: jon@geberslicensing.com

Operating Manager	Date of Birth
Tom Clark, Jr.	11/22/1973

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

Home Address

Street Address		Phone Number
449 Mountain Laurel, Unit 3		(970) 948-2037
City	State	ZIP Code
Aspen	CO	81611

1. Do you have legal possession of the premises at the street address? ..... ● Yes ○ No

Are the premises owned or rented? ○ Owned ● Rented*

*If rented, expiration date of lease: 12/2037

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ○ Yes ● No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ..... ● Yes ○ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? ..... ● Delivery ○ Takeout ○ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ○ Yes ● No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ..... ○ Yes ● No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ○ Yes ● No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ◉ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ◉ Yes ○ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ◉ Yes ○ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Tom Clark, Jr.

Title

President

Signature — DocuSigned by: Tom Clark 887FD6D4B9864CE...

Date (MM/DD/YY) 5/6/2025

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER
SA 24-GJ-44

IN THE MATTER OF:

BATTLEMENT GROCERY, LLC
D/B/A CLARK'S MARKET
71 SIPPRELLE DRIVE
PARACHUTE, COLORADO 81635

Fermented Malt Beverage and Wine (county) License No. 04-01231

The State of Colorado, Liquor Enforcement Division ("Division") and Battlement Grocery, LLC, D/B/A Clark's Market, 71 Sipprelle Drive, Parachute, Colorado 81635 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

   IT IS ALLEGED THAT:

   A. On April 16, 2024, the Licensee, by and through its employee/agent, Jeffrey M. Miller, permitted the selling, serving, giving, or procuring of an alcohol beverage (a can of Twisted Tea fermented malt beverage) to 23FLK17074, a seventeen-year-old Liquor Enforcement Division underage purchaser.

   B. Jeffrey M. Miller failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).

2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

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hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.

5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:

   A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (county) License** to take place as follows:

      i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **December 27, 2024,** until 11:59 p.m. on **December 29, 2024**.

      ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.

      iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.

6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:

   A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

   B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars ($500.00) nor more than one-hundred thousand dollars ($100,000.00). The parties agree that the average days' sales for the month of **April 2024** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **$500.00.**

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A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at https://secure.colorado.gov/payment/liquor, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **December 6, 2024.**

B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.

C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.

8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.

9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.

10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

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meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.

12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:

A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;

B. The right to cross-examine all witnesses against Licensee at a formal hearing;

C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;

D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;

E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and

F. The right to appeal this Order.

13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.

14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.

15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

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Christine Schmid as proxy for Michelle Stone-Principato
Digitally signed by Christine Schmid as proxy for Michelle Stone-Principato
Date: 2024.11.07 08:46:52 -07'00'

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

Tom Clark, Jr.
Battlement Grocery, LLC

11-5-24
Date

APPROVED and ORDERED as dated in the Electronic Signature below.

Heidi Humphreys
Digitally signed by Heidi Humphreys
Date: 2024.11.19 16:28:04 -07'00'

Heidi Humphreys
Executive Director/CEO
Department of Revenue
State Licensing Authority

Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

Licensee Business Address Battlement Grocery, LLC d/b/a Clark's Market 71 Sipprelle Drive Parachute, CO 81635 John@clarksmarket.com Fermented Malt Beverage and Wine (county) License No. 04-01231	Licensee Mailing Address Battlement Grocery, LLC d/b/a Clark's Market 818 South Blanding Blanding, UT 84511 John@clarksmarket.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: Alexandra Prichard Digitally signed by Alexandra Prichard Date: 2024.11.21 09:52:44 -07'00'

Allie Prichard

Docusign Envelope ID: BA2F50CB-70D1-4309-8496-3C044F44EE88

RENEWAL APPLICATION (CONTINUED)

Q. 8 – Ownership

The applicant's ownership currently has interest in the following Colorado liquor licenses:

Battlement Grocery, LLC d/b/a Clark's Market
71 Sipprelle Drive, Parachute, CO 81634
Fermented Malt Beverage (County) License - #04-01231

Norwood Grocery LLC d/b/a/ Clark's Market
1435 Grand Avenue, Norwood, CO 81423
Fermented Malt Beverage (City) License - #04-00854

Lowry Grocery, LLC d/b/a Clark's Market
7059 E. Lowry Boulevard, Suite 102, Denver, CO 80224
Liquor Store (City) License - #03-20250

Meeker Grocery, LLC d/b/a Watt Ranch Market / Clark's Market
271 East Market Street, Meeker, CO 81641
Fermented Malt Beverage On/Off (City) - #04-02061

Clark's Market Inc.
215 South Monarch Street, Aspen, CO 81611
Master File (Business) - #03-22800

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DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Tom Clark, Jr.

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Crested Butte Grocery LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

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Name (Individual/Business)

Crested Butte Grocery LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
84-1564733		(970) 349-6492

Street Address

500 Belleview Avenue

City	State	ZIP Code
Crested Butte	CO	81224

Printed name of person signing on behalf of the Applicant/Licensee

Tom Clark, Jr.

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
Tom Clark 887FD6D4B9864CE...	5/6/2025

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Dara MacDonald; Angelique P. Petterson
Subject: FW: Clark"s Market
Date: Thursday, July 3, 2025 2:54:13 PM
Attachments: Profit and Loss - 2024.pdf
Floor Plan - 05.2025.pdf

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Wednesday, May 21, 2025 11:54 AM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

Hey Lynelle.

Both checks were mailed to you. I would imagine you will have those by early next week depending on the mail with Memorial Day weekend.

I have also attached both of your requested documents. Will these work for you?

Thank you.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Tue, May 13, 2025 at 11:25 AM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Good Morning Jon,
>
> Got it – thank you.
>
> Unfortunately, for liquor license renewals, the Town lacks the ability to accept online payments. Hopefully, we can enact change with our new website.

The request for the floor plan was advised for me to complete the liquor license file, since I did not request at the time the license was last changed.

Thanks Jon and have a good day!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Tuesday, May 13, 2025 8:28 AM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's Market

Good morning, Lynelle.

Please find the signed renewal form attached.

I have a few follow up questions to your response below:

- There isn't a way to pay online or over the phone for the local renewal fees? It's okay if not. I'll just have a check cut and sent to you.
- Clark's Market has never been asked for the floor plan update and receipts in any jurisdiction before. Can you help me understand so that I can properly explain it to them?

Thanks for all you do! Have a great day!

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, May 12, 2025 at 6:19 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Yes, happy spring!
>
> You may certainly email the renewal form to me for Clark's. I'm sure you have it, but here is a

link to the form:

https://sbg.colorado.gov/sites/sbg/files/documents/DR8400_e_wo_9.10.2024.pdf

Also, you may pay the Colorado Department of Revenue online:

https://sbg.colorado.gov/liquor

However, please send the renewal check, payable to the Town of Crested Butte, to PO Box 39; Crested Butte, CO 81224.

Colorado Department of Revenue: $346.25
Town of Crested Butte: $175

Also, will you please provide a map of the premises defining where displays are located and evidence that more than 20% of their revenue exclusive of fuel, tobacco, and lottery sales are from the sale of food items for consumption off the premises.

Thanks Jon – appreciate it!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Thursday, May 8, 2025 1:49 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Clark's Market

Good afternoon, Lynelle.

It's time for me to file the annual renewal for Clark's Market. Can I email it to you as in years past?

Also, how can I pay the local and state renewal fees?

Thank you. I hope this message finds you well.

Jon Gebers

GEBERS LICENSING
(303) 905-1060

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Dara MacDonald; Angelique P. Petterson
Subject: FW: Clark"s - Renewed Lic
Date: Thursday, July 3, 2025 2:53:50 PM

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Monday, June 9, 2025 11:10 AM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's - Renewed Lic

Hi Lynelle.

I was out sick a few days last week and am still playing catch-up. My apologies for the late response.

I'll simply forward these to the client and ask them to print them out and put them up at the location.

Thank you, as always, for your hard work! Until next year....

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, Jun 2, 2025 at 5:52 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Good Afternoon Jon,
>
> Please find attached, the State and Town-issued renewed liquor licenses for Crested Butte Grocery LLC DBA Clark's Market. Thank you for the timely replies for the additional documentation!
>
> Would they most prefer that I send hard copies of the licenses to 818 South Main Street in

Blanding, UT?

Thanks Jon!

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Scanner <scanner@crestedbutte-co.gov>
Sent: Monday, June 2, 2025 3:56 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject:

From: Lynelle Stanford
To: Karl J. Hanlon
Cc: Angelique P. Petterson; Dara MacDonald
Subject: FW: Clark"s - Renewed Lic
Date: Thursday, July 3, 2025 2:54:09 PM

Lynelle Stanford
Town Clerk
Town of Crested Butte, Colorado
970.349.5338 Ext. 103 (phone)
lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Tuesday, June 10, 2025 2:44 PM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's - Renewed Lic

Hey Lynelle.

Clark's Market noticed that the local liquor license does not have an expiration date listed. Is there any way you can add that to the license and send it to me again?

Thank you.

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Tue, Jun 10, 2025 at 12:07 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

> Hi Jon,
>
> Hope you're getting caught up after being away. Yep, until next year…. Have a great summer!
>
> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov

From: Jon Gebers <jon@geberslicensing.com>
Sent: Monday, June 9, 2025 11:10 AM
To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Subject: Re: Clark's - Renewed Lic

Hi Lynelle.

I was out sick a few days last week and am still playing catch-up. My apologies for the late response.

I'll simply forward these to the client and ask them to print them out and put them up at the location.

Thank you, as always, for your hard work! Until next year....

Jon Gebers
GEBERS LICENSING
(303) 905-1060

On Mon, Jun 2, 2025 at 5:52 PM Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

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>
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> Lynelle Stanford
> Town Clerk
> Town of Crested Butte, Colorado
> 970.349.5338 Ext. 103 (phone)
> lstanford@crestedbutte-co.gov
>
> ---
>
> **From:** Scanner <scanner@crestedbutte-co.gov>
> **Sent:** Monday, June 2, 2025 3:56 PM
> **To:** Lynelle Stanford <lstanford@crestedbutte-co.gov>

Subject:

Staff Report
July 7, 2025

To:	Mayor and Town Council
Prepared By:	Astrid Matison, Chief Building Official and Josh Staab, Building Inspector
Thru:	Mel Yemma, AICP, Community Development Director
Subject:	Ordinance No.9, Series 2025: An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 18 of the Crested Butte Municipal Code.

Summary:

This is the first reading to adopt the 2024 International Code Council (ICC) building codes, aligning with the Town's regular three-year update cycle. The proposed updates follow the 2024 ICC changes and introduce a new requirement for energy assessments for remodels, in line with the Climate Action Plan. Alternatives on eligible remodel permits to require energy assessments are further described in this staff report. The updated code would take effect on January 1, 2026.

Previous Council Action:

- **August 2022:** Adopted 2021 ICC codes with above-code electrification and energy efficiency requirements.
- **July and September 2023:** Adopted the State of Colorado's Plumbing and Fuel Gas codes (July) and the National Electric Code (September) (on different timelines than the ICC codes)
- **March 2024:** Adopted the State's Colorado Model Electric Ready and Solar Ready Code (a requirement from the State of Colorado), adding stricter requirements for electric readiness, EV charging and solar readiness for all new construction for both residential and commercial projects, major remodels and additions.
- **July 2025:** Held a work session reviewing and discussing proposed changes with the update to 2024 ICC codes.

Background: Every three years (previously every six years), the Town adopts the ICC family of building codes to ensure public health, safety, and efficiency of construction practices within each jurisdiction.

The Town currently enforces the 2021 ICC family of building codes, with above code provisions to advance the Town's climate action goals. The Town's above code requirements (incorporating new requirements from the State's model electric and solar ready code) include:

Residential Construction	Commercial Construction
New Construction • **Sprinklers:** Required for all shared-wall units (duplexes, triplexes, multifamily). • Zero Energy Ready Home **(ZERH) Certification:** Required for all new residential units. • **EV Charging Readiness:** Must meet State EV infrastructure requirements. • **All-Electric Requirement:** Heating, hot water, and appliances must be electric. • **Solid Fuel Devices:** Require a HERS score of 30 or lower. ***Remodels*** • **Energy Assessment:** Optional for non-Level 3 remodels (subsidized by the Town). • **Solid Fuel Devices:** Require HERS score of 50 or lower. • **Level 3 Remodels (exceeds 50% of work area):** • *Historic Structures:* Must meet energy code while preserving historic structures. • Require an energy assessment. • Must meet EV readiness, electric-ready, and solar-ready standards.	***New Construction*** • **International Green Construction Code (IgCC) Provisions:** Requirements for water use, indoor air quality, site drainage, and onsite mixed-use recycling. • **Solar Installation:** Required for buildings 5,000 sq. ft. and larger; smaller buildings must be solar-ready per State Model Code. • **EV Charging Readiness:** Must meet State EV infrastructure requirements. • **All-Electric Requirement:** Applies to all systems except commercial kitchens. ***Remodels*** • **Level 3 Remodels (exceeds 50% of work area):** • Must meet EV readiness, electric-ready, and solar-ready standards. • Major additions (exceeds 50% of the existing building area) must meet EV readiness, electric-ready, and solar ready provisions.

Discussion:

The Town is currently on a regular three-year update cycle for building codes, and on July 7, staff held a work session with Town Council to introduce the proposed updates for the 2024 ICC code adoption. During that discussion, some Council members expressed concern that newer code cycles could contribute to the rising cost of construction. While newer codes can add cost in certain situations, many other factors, such as labor constraints, material prices, design complexity, zoning requirements, and rising land values, also play a significant role.

To help address overall affordability, staff is launching updates to the Town's zoning code and design standards this fall and continues to explore and implement energy efficiency programs and rebate opportunities to help reduce costs for homeowners.

2024 Building Code Changes:

Staff is recommending adoption of the 2024 International Code Council (ICC) codes, consistent with our regular update cycle, while maintaining the Town's current above-code requirements. The only proposed change is the addition of a requirement for energy assessments on remodels (outlined further in the next section), which supports data collection, owner and builder education, and consistent code enforcement before considering future changes. This attached ordinance includes the following changes:

Key Changes from the 2021 to 2024 ICC Codes

Administration	• Requires jurisdictions to retain permits, fees, plans, and inspection reports (already Town practice).
Safety	• Prohibits solar panels below emergency escape and rescue windows.
Definitions	• Introduces a new definition of a "sleeping unit." Requires the Town to define "significant addition" per the Colorado Model Electric and Solar Ready Code.
Energy Efficiency	• Tighter window/skylight efficiency standards. • Reduced roof insulation requirement from R-60 to R-49 (ZERH still requires R-60). • Minimum efficiency for heat recovery systems. • Limits electric resistance space heating to under 2 kW. • Requires controls for outdoor heating, snowmelt, and heat trace systems. • Adds efficiency standards for gas fireplaces (applicable to remodels) • Efficiency and controls standards for lighting equipment. • New energy efficiency minimum credits requirements for residential and commercial buildings. • Tightens blower door test leakage rate from 3.0 to 2.5 ACH maximum. • Requires make up air for clothes dryer ducts exhausting more than 200 cubic feet per minute. • Efficiency requirements for ERV or HRV appliances
Accessibility	• Adds new accessibility requirements for existing building- alterations and additions shall not reduce accessibility to a structure, and accessible route to primary function shall include accessible bathrooms and drinking fountains serving the primary function. The cumulative costs of providing the accessible route, toilet facilities and drinking fountains are not required to exceed 20 percent of the costs of the *alterations* affecting the area of *primary function*. • Updates braille and raised-letter signage standards.

Fire Code

Town Staff proposes adopting the 2024 Fire Code while keeping the same local amendments used in previous years, particularly the requirement for fire sprinklers only in buildings with shared walls. Staff is currently reviewing the 2024 Fire Code in coordination with the Fire District and will present a more refined Fire Code section at the public hearing that considers the District's feedback.

ZERH program changes

- Simplified into a single compliance pathway (previously there were 3 options)
- Continues to require R-60 roof insultation (unchanged from the Town’s current standards)

Energy Assessments for Remodels

The only additional above code provision staff recommends is to implement the 2025 Climate Action Plan recommendation to require residential remodel projects that take out a building permit

to undergo an energy assessment to collect data on the existing building stock within the town and provide property owners with information on potential energy efficiency upgrades.

The Town does not currently require or subsidize energy assessments for commercial buildings, due in part to limited infrastructure for referring owners to qualified commercial energy auditors. However, improving access to energy data for commercial buildings is a future priority, identified in the Climate Action Plan through a potential benchmarking program.

A building permit is required for most remodel projects that go beyond basic cosmetic updates. Cosmetic work such as painting, replacing flooring, or swapping out cabinet doors does not require a permit. However, if your remodel includes any demolition, framing, electrical, plumbing, mechanical work, or changes to insulation or windows, a permit is required. This is because the International Energy Conservation Code (IECC) applies to any repair, alteration, addition, or relocation that affects a building's systems or energy performance.

The IECC defines remodels in three levels of alteration. Level 1 Alterations involve replacing or covering existing materials, fixtures, or equipment with new versions that serve the same function, such as updating insulation or replacing a water heater. Level 2 Alterations include reconfiguring spaces, adding or removing doors and windows, extending systems like HVAC or lighting, or installing new equipment, as long as the work affects up to 50 percent of the building's area. Level 3 Alterations apply to larger remodels that affect more than 50 percent of the building. The more extensive the work, the more requirements you will need to meet for energy efficiency, ventilation, and safety.

The Town currently requires an assessment for Level 3 alterations but encourages and subsidizes it for Level 1 and 2, which costs $500 per assessment. The Town can continue to budget for this support to minimize owner costs and the annual budget implication to date over the past three years is shown below. Since 2023, the Town has budgeted $10,000 annually to subsidize these energy assessments.

When a property owner applies for an alteration building permit today, they are informed about the energy assessment program at the very beginning of the permit application process. If they express interest, they can enroll online via the Energy Smart Colorado energy assessment enrollment form and are then connected to a BPI certified home energy analyst administered by GV-HEAT. The analyst typically schedules the assessment within 2-6 weeks, and the results are usually delivered within 1-2 weeks after the visit. The analyst offers to sit down with the client to go over the recommendations listed in an energy report. A copy of the final report is shared with the client and also shared with the Town, where it is tracked through the Town's GIS system and used to enhance understanding of the building's energy profile. The energy analyst then bills the Town for the cost of the assessment.

The Town also works with GV-HEAT to administer the GreenDeed program, which includes energy assessments, upgrades, and rebate opportunities for deed restricted homes within Crested Butte. A comparison on the annual number of energy assessments conducted through the GreenDeed program over the past three is shown in the table below.

Year	**Number of Building Permit Related Assessments and Annual Cost** *($500 per assessment)*	***Comparison*: Number of GreenDeed Related Assessments and Annual Cost** *($500 per assessment)*
2023	9 ($4,500)	18 ($19,000)

2024	19 ($9,500)	18 ($19,000)
2025 (to date)	0 ($0)	6 ($3,000)

Based on feedback from the Town Council on some concern of requiring assessments for all remodels, staff prepared the following alternatives for council consideration:

Alternative	Overview	Considerations
1 (included in the draft ordinance)	Require energy assessments for all remodels, but exempt projects limited to replacement of windows, doors, or roofs. Encourage and subsidize assessments for those projects instead.	Windows, doors, and roofs are typically replaced for maintenance or durability rather than layout or systems changes and the replacements will already need to meet certain efficiency criteria in the code. These projects may not benefit as much from a full energy assessment, and the scope of the work often doesn't allow for deeper upgrades. Exempting them reduces an added step of an assessment while still offering voluntary support through a free assessment.
2	Require assessments for all remodels, but continue to subsidize either 100% or 50% of the cost.	This approach maintains a simple and consistent requirement for all remodels, which helps set clear expectations for homeowners and ensures equitable treatment across project types. It also expands opportunities for the Town to collect valuable data on the existing building stock to inform future policies. By continuing to subsidize the cost, it supports energy efficiency without placing the financial burden solely on homeowners. Over the past three years, the Town has provided full subsidies for Level 1 and 2 remodels with an annual budget of approximately $10,000. That funding level could be maintained to continue offering full subsidies or reduced to $5,000 to cover half the cost per household.
3	Require assessments only for Level 2 and Level 3 alterations; exempt Level 1 remodels but continue to encourage and subsidize assessments for those projects.	Level 1 remodels involve replacing or covering existing materials or fixtures and may not benefit from a full energy assessment, especially when system or layout changes are not part of the project. However, certain Level 1 work, such as insulation or water heater replacement, can still benefit from guidance provided by an energy assessment. This approach prioritizes more impactful remodels for required assessments, while allowing Level 1 projects to opt in voluntarily with financial support.

Solar Roof Setback and Solar Permitting Fees Questions

Council raised a question at the July 7 work session regarding if the current ICC and fire code requirements on roof setbacks for solar panels is necessary. Staff is still researching this question with the Fire District and will return with more information during the second reading on August 18.

Future Code Changes: Later this year, staff will also evaluate the Town's solar permitting fees as part of the fee schedule adoption, which was also identified in the Climate Action Plan.

Looking ahead to 2026, there will be additional State-mandated code requirements for Town Council to consider, including:

- A Wildfire Resiliency Code
- A Colorado Model Single Stair Reform Code aimed at reducing multi-family construction costs

The State has not yet released the Wildfire Resiliency Code, but once it is published, the Town will have nine months to adopt it. Staff recommends incorporating further research of the wildfire resiliency requirements, particularly required materials, into the Town's Design Standards update, which will begin this fall, and then returning to Council in 2026 to formally amend the building code.

Although Crested Butte is currently exempt from adopting the single stair reform code due to its population size, staff recommends evaluating this model code as a potential affordability tool during the upcoming Zoning Code update and returning to Council for a future policy discussion.

Climate Impact: Regulating Crested Butte's building stock (both new construction and renovations) remains one of the Town's most effective strategies to reduce building energy related greenhouse gas (GHG) emissions, which account for approximately 93% of the Town's total emissions.

This building code update supports Crested Butte's ongoing climate goals by:

- Reducing new and future building emissions through energy efficiency and electrification
- Expanding the use of home energy assessments to collect valuable data on the existing building stock, to then support targeted incentives, rebates, and homeowner education to help reduce energy use and lower utility bills
- The Climate Action Plan also recommended that all vacation rentals be required to have an energy assessment. This requirement would be addressed through the licensing requirement, not the building code. Staff will be coming back to Council in the coming weeks with more information to consider on this proposal.

Financial Impact: There are no proposed changes to building permit fees at this time nor anticipated financial impacts to the Town. Later this year, the Town will evaluate its solar permitting fees as part of the fee schedule adoption, which was also a recommendation from the Climate Action Plan.

Legal Review: The Town Attorney has reviewed changes to align with the 2024 ICC codes and drafted the attached ordinance.

Recommendation: For a council member to make a motion, followed by a second, to set Ordinance 9, Series 2025 for public hearing on August 18, 2025.

ATTACHMENTS

1. Ordinance No. 9, Series 2025: An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 18 of the Crested Butte Municipal Code.
2. Exhibit A: Chapter 18 – Building Regulations

ORDINANCE NO. 9
SERIES 2025

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL REPEALING AND REPLACING CHAPTER 18 OF THE CRESTED BUTTE MUNICIPAL CODE.

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 public under and by virtue of the Colorado Constitution and laws of the State of Colorado; and

WHEREAS, Town Council finds it is necessary and proper to repeal and replace Chapter 18 of the Crested Butte Municipal Code as provided in this ordinance.

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

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

Section 2. Chapter 18 of the Crested Butte Municipal Code is hereby repealed and replaced as provided for on the attached **Exhibit A**.

Section 3. Upon the effective date of this ordinance, the codifier is hereby authorized to renumber the Code in conformance with these amendments.

INTRODUCED, READ, AND SET FOR PUBLIC HEARING THIS ___ DAY OF AUGUST 2025.

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

TOWN OF CRESTED BUTTE, COLORADO

ATTEST:

By:_____
Ian Billick, Mayor

_____
Lynelle Stanford, Town Clerk

EXHIBIT A

CHAPTER 18 - Building Regulations

ARTICLE 1 Building Code

Sec. 18-1-10. - Adoption.

The International Building Code ("IBC"), 2024 edition, Chapters 1 through 35 without appendices, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of this adopted code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, *means of egress*, stability, sanitation, light and *ventilation*, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, *explosion* or *dangerous* conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

Sec. 18-1-20. Reserved.

Sec. 18-1-30. Amendments.

The code adoption herein is modified by the following amendments:

(1) IBC Section 105.2 is amended to read as follows:

R105.2 Work exempt from permit. Building.

1. Fences less than 6 feet (1828.8 mm) high.
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Sidewalks and driveways not more than 18 inches (457 mm) above adjacent grade, and not over any *basement* or *story* below and are not part of an *accessible route*.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.

(2) IBC Section 202 Definitions is amended by inserting or amending the following definitions within the alphabetical order of the existing definitions as follows:

Crawlspace. Any space below the first floor of a building with a height of 60 inches or less, measured from the ground level at any point within the perimeter to the bottom of the floor joist directly above.

All Electric Building. A new building that contains no combustion equipment or plumbing for combustion equipment serving space heating (with the exception of solid fuel-burning devices that meet requirements in Article 8 of this Chapter), water heating (including pools and spas), cooking appliances (including barbeques but excluding Commercial Food Heat-processing Equipment), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Combustion Equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Commercial Food Heat-processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system.

Direct Current Fast Charger ("DCFC") EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. Equipment capable of fast charging on a 100A or higher 480VAC three phase branch circuit. AC power is converted into a controlled DC voltage and current within the EVSE that will then directly charge the electric vehicle.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions.

Electric Ready. A building that meets the following construction requirements:

a. Where a gas heating system is installed, provide a dedicated electric circuit, panel space and location for condensate drainage.

b. Where a gas water heating system is installed provide a dedicated electric circuit, panel space, and location for condensate drainage.

c. Where a gas cooking stove is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

d. Where a gas dryer is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

Electric Vehicle Capable Light Space (EV Capable Light Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of electric vehicle charging installation and has sufficient physical space adjacent to the existing electrical equipment for future electrical upgrades.

Electric Vehicle Capable Space (EV Capable Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has electric panel capacity and conduit and/or raceway installed to support future implementation of electric vehicle charging.

Electric Vehicle Ready Space (EV Ready Space). As Defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of electrical vehicle charging.

Electric Vehicle Supply Equipment (EVSE). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. An electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle Supply Equipment Installed Space (EVSE Installed Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A vehicle parking space that is provided with a dedicated EVSE connection.

Fuel Gas. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

Townhouse. A single-family dwelling unit that is constructed in a group of two or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

(3) IBC Section 1301.1 is amended by adding three new subsubsections to read as follows:

1301.1.2. - All Electric Buildings. All new commercial buildings shall be All Electric Buildings, with the exception of *Commercial Food Heat-processing Equipment*. *Commercial Food Heat-processing Equipment shall be Electric Ready*.

1301.1.3. - Commercial Electric Vehicle Ready. Where parking spaces are provided (in new commercial buildings, and Level 3 Alteration remodels including additions), the parking spaces shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready code Section CV502, and additionally, commercial buildings and accessory structures with two or more parking spaces shall provide one Level II EVSE parking space and one DC Fast Charger shall be provided for 5 or more required parking spaces

1301.1.4. - Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof(s) of all new commercial buildings. Level 3 Alteration remodels and additions shall meet Sections CS401 through CS402.7 of the Colorado Model Electric Ready and Solar Ready Code.

C401.2.3.3.1. - Buildings that are less than 5,000 square feet. A new commercial building that is less than 5,000 square feet shall be a Solar Ready Commercial Building as defined.

C401.2.3.3.2 - Commercial Buildings that are 5,000 square feet or larger. A new commercial building that is 5,000 square feet or larger shall install solar PV panels to roof(s) per Town Code

(4) IBC Section 1805.3 is amended to read as follows:

1805.3 - Waterproofing. All basement construction shall adhere to Section 18-16-10 of the Crested Butte Municipal Code for basement waterproofing.

(5) Solar requirements shall not exceed any Gunnison County Electric Association net metering limitation in place when submitting permit application.

Sec. 18-1-40. Fees.

Fees for any permit or inspection required by the codes adopted in this Chapter or required by Article 13 of this Chapter are set by resolution of the Town Council.

Sec. 18-1-50. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-1-60. Conflicting provisions.

In the event of a conflict between the code adopted herein and any provision set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-1-70. Violation, liability, and penalty.

(a) Any person who violates any provision of this Article or this Chapter shall be punished by a fine not to exceed one thousand dollars ($1,000.00) for each offense. Each day that a violation of this Article or this Chapter continues to exist shall constitute a separate and additional offense.

(b) Any person violating any provisions of this Article or this Chapter shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(c) The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin or abate any violation of this Article or this Chapter.

(d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 1.5 International Green Construction Code

Sec. 18-1.5-10. - Adoption.

The International Green Construction Code ("IgCC"), - 2024 edition, selected sections from Chapters 1, 3, 5, and 6 through 9 pursuant to Section 18-1.5-30, published by the International Code Council, Inc. 4051, West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes minimum requirements to be used in conjunction with the other codes and standards adopted by this jurisdiction. The requirements in this code shall not be used to circumvent any applicable safety, health, or environmental requirements. The provisions of this Code shall apply to the design, construction, addition, alteration, equipment, change of occupancy, relocation, replacement, demolition and removal of every building or structure or any appurtenances connected or attached to such buildings or structures and to the building site on which the building is located. Occupancy classifications shall be determined in accordance with the International Building Code.

Sec. 18-1.5-20 Reserved.

Sec. 18-1.5-30. Selected Sections to be Adopted by Reference and Amendments Thereto.

The following selected sections of the Green Construction Code are hereby adopted in their entirety and amended as follows:

(1) IgCC Chapter 1 “Scope and Administration” is adopted in its entirety.

(2) IgCC Chapter 3 “Definitions, Abbreviations and Acronyms” is adopted in its entirety.

(3) IgCC Chapter 5 “Site Sustainability” Section 501.3.4 (Stormwater management) is adopted in its entirety.

(4) The following sections of IgCC Chapter 6: “Water Efficiency” shall be adopted in their entirety: Section 601.3.2 (Building water use reduction); Section 601.3.2.2 (Appliances); Section 601.3.2.3 (HVAC systems and equipment); Section 601.3.2.5 (Commercial food service operations); and Section 601.3.3 (Hot water distribution).

(5) The following sections of IgCC Chapter 7 “Energy Efficiency” shall be adopted in their entirety: Section 701.3.2 (On-site renewable energy systems) and Section 701.4.3.8 (Kitchen exhaust systems).

(6) The following sections of IgCC Chapter 8 “Indoor Environmental Quality” shall be adopted in their entirety: Section 801.3.1 (Indoor air quality); Section 801.4.3.4 (Soil-gas control); and Section 801.4.2 (Materials).

(7) IgCC Chapter 9 “Materials and Resources” Section 901.3.2 (Extracting, harvesting, and/or manufacturing) shall be adopted in its entirety.

(8) IgCC Chapter 9 “Materials and Resources” Section 901.3.4 (Areas for storage and collection of recyclables and discarded goods) shall be adopted and amended to delete Sections 901.3.4.2 through 901.3.4.4.

ARTICLE 2 Residential Code

Sec. 18-2-10. Adoption.

The *International Residential Code* ("IRC"), 2024 edition, Chapters 1 through 44, with Appendix BE (Radon Control Methods), Appendix BG (Sound Transmission), Appendix BI (Light Straw-Clay Construction), and Appendix BJ (Straw-Bale Construction), and Appendix BK(Cob Construction Monolithic adobe), published by the International Code Council Inc. 4051, West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2. C.R.S.

The subject matter of the adopted code includes comprehensive provisions and standards regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures for the purpose of protecting the public health, and safety and general welfare.

Sec. 18-2-20. Reserved.

Sec. 18-2-30. Amendments.

The code adoption herein is modified by the following amendments:

(1) IRC Section R105.2. Building exemptions are amended to read as follows:

R105.2 - Work exempt from permit. Building.

1. Fences 6 feet (1828.8 mm) or less in height.
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Sidewalks and driveways.
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
6. Swings and other playground equipment.

(2) IRC Section R202 is amended by inserting or amending the following definitions within the alphabetical order of the existing definitions as follows:

All Electric Building. A new building that contains no combustion equipment or plumbing for combustion equipment serving space heating (with the exception of solid fuel-burning devices that meet requirements in Article 8 of this Chapter), water heating (including pools and spas), cooking appliances (including barbeques), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Combustion Equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Commercial Food Heat-processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system.

Crawl Space. Any space below the first floor of a building with a height of 60 inches or less, measured from the ground level at any point within the perimeter to the bottom of the floor joist directly above.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions.

Fuel Gas. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

Solar Ready Residential Building. A solar-ready zone shall be provided on the roof(s) of all new residential buildings and Level 3 Alteration remodels and additions per the Colorado Model Electric Ready and Solar Ready Code Sections RS402.1 through RS402.8 and Sections RS410 through RS410.2.

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

(3) IRC Section R301.2 is amended by adding the following table to R301.2 (1) as follows:

Flat Roof Snow Load:	100 lbs. per square foot
Ground Snow Load:	Not Determined
Wind Design Speed:	104

Topographic effects	No
Special wind region	No
Wind-borne debris zone	No
Seismic Design Category	C
Subject to Damage From	
1. Weathering	Severe
2. Frost Line depth	36 inches
3. Termite	Slight
Winter Design Temp.	-16 degrees Fahrenheit
Roof Ice Barrier Underlayment Required	Yes
Floor Hazard	Flood Insurance Rate Maps (FIRM) 08051C0726D, 08051C0727D
Air Freezing Index	3500
Manual J Design Criteria	
1. Elevation	8921
Altitude Correction Factor by Appliance Manufacturer	
1. Coincident Wet Bulb Coldest Month	0.4 Percent
2. Indoor Winter Design Dry-Bulb Temp	-68 Degrees Fahrenheit
3. Outdoor Winter Design Dry-Bulb Temp	-25.0 Degree Fahrenheit
4. Heating Temperature Difference	93 Degrees (68 to -25)
Latitude	38.8697146
Mean Annual Temperature	35 degrees Fahrenheit

(4) IRC Section R325.2 is amended to read as follows:

R325.2- Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with mechanical ventilation with minimum ventilation rates of 50 cfm for intermittent ventilation and 20 cfm for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside of the building.

(5) IRC Section R319.4 is amended to read as follows:

R319.4- Area Wells. An emergency escape and rescue opening where the bottom of the clear opening is below the adjacent grade shall be provided with an area well in accordance with Sections R319.4.1 through R319.4.4. All area wells required for emergency escape shall be provided with a roof or projection above and curbing sufficient to prevent the accumulation of snow and ice inside the window

well. Roofs or projections over window wells that are larger than the minimum code size of 9 square feet will count toward FAR as covered decks.

(6) IRC Section R309.2 is amended to read as follows:

R309.2 - One- and two-family dwellings automatic sprinkler systems. Single-family dwellings are exempt from automatic residential fire sprinkler requirement.

(7) IRC Section R311 is amended to read as follows:

R311 - Carbon monoxide detection systems. Carbon monoxide detection systems shall comply with Section R311 and Chapter 18, Article 14 of the Crested Butte Municipal Code. In the case of conflicts between the codes the more restrictive will apply.

(8) IRC Section R406.2 is amended to read as follows:

R406.2 - Concrete and masonry foundation waterproofing. In areas where a high-water table or other severe soil-water conditions are known to exist, exterior foundation walls that retain earth and enclose interior spaces and floors below grade shall be waterproofed from the finished grade to the higher of the top of the footing or 6 inches (152 mm) below the top of the basement floor. Walls shall be waterproofed in accordance with one of the following:

1. Two-ply hot-mopped felts.
2. Fifty-five-pound (25 kg) roll roofing.
3. Forty-mil (1 mm) polymer-modified asphalt.
4. Sixty-mil (1.5 mm) flexible polymer cement.
5. One-eighth-inch (3 mm) cement-based, fiber-reinforced, waterproof coating.
6. Sixty-mil (1.5 mm) solvent-free liquid-applied synthetic rubber.

All joints in membrane waterproofing shall be lapped and sealed with an adhesive compatible with the membrane. All basement construction shall be in compliance with the requirements of Section 18-16-10 of the Crested Butte Municipal Code. In the case of conflicts between the codes, the more restrictive will apply.

Exception: Organic-solvent-based products such as hydrocarbons, chlorinated hydrocarbons, ketones, and esters shall not be used for ICF walls with expanded polystyrene form material. Use of plastic roofing cements, acrylic coatings, latex coatings, mortars and pargings to seal ICF walls is permitted. Cold-setting asphalt or hot asphalt shall conform to Type C of ASTM D449. Hot asphalt shall be applied at a temperature of less than 200°F (93°C).

(9) IRC Section R1002.2 is amended to read as follows:

R1002.2 - Installation. Masonry heaters shall be installed in accordance with this section and comply with one of the following:

1. Masonry heaters shall comply with the requirements of ASTM E1602.

2. Masonry heaters shall be listed and labeled in accordance with UL 1482 or CEN 15250 and installed in accordance with the manufacturer's instructions.

All solid fuel burning devices shall conform to Chapter 18, Article 8 of the Crested Butte Code.

(10) IRC Section R1004.1 is amended to read as follows:

R1004.1 - General. Factory-built fireplaces shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Factory-built fireplaces shall be tested in accordance with UL 127. All solid fuel burning devices shall conform to Chapter 18, Article 8 of the Crested Butte Municipal Code.

(11) IRC Section R329.6.1 is deleted in its entirety and replaced with a new section to read as follows:

R329.6- Pathways. A minimum of one pathway not less than 24 inches on each roof with installed photovoltaic (PV) arrays from eave to ridge shall be provided. 24 inches minimum pathway for roofs with roof valleys, as measured from the center of the valley to the PV array, shall be provided.

Pathways shall be located in areas capable of supporting fire fighters accessing the roof. Pathways shall be located in areas with minimal obstructions such as vent pipes, conduit, or mechanical equipment. For opposing roofs with PV arrays on both sides, one pathway shall be 24 inches wide, and the other pathway shall be 36 inches wide on either side of the PV array. All pathways shall include 6 feet of clearance between solar panels and all sides of any solid fuel device chimney or stove pipe.

(12) IRC Section R329.6.2 is amended to read as follows:

R329.6.2 - Setback at ridge. For photovoltaic arrays, not less than an 18-inch (457 mm) clear setback is required on both sides of a horizontal ridge. A minimum of 18" (457 mm) clear setback from bottom of photovoltaic arrays to bottom of roof eave is required.

(13) IRC Section N1101.13 is amended to read as follows:

N1101.13 - Application. Residential buildings shall comply with Section and Section N1101.13.1, N1101.13.2, N1101.13.3 or N1101.13.4.

(14) IRC Section N1101.13.5 is amended by adding a new subsection to read as follows:

N1101.13.5 Residential Electric Requirements.

N1101.13.5.1- All Electric. Residential buildings shall be All Electric Buildings.

N1101.13.5.2- EV Parking. All residential buildings or garages shall provide one Electric Vehicle Ready Space per dwelling unit.

N1101.13.5.3 - Zero Energy Ready Home. All new heated buildings shall become qualified as a Department of Energy Zero Energy Ready Home (as amended by the Department of Energy) by meeting the national program requirements specified in the program, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes. Residential construction may meet the requirements of either the performance path or the prescriptive path to qualify.

(15) RC Section N1105 Simulated building performance is deleted in its entirety.

All new heated residential structures shall meet Sec. 18-9-30.

ARTICLE 2.5 Existing Building Code

Sec. 18-2.5-10. Adoption.

The *International Existing Building Code* ("IEBC"), 2024 edition, Chapters 1 through 16 without appendices, published by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of this adopted code shall apply to the *repair, alteration, change of occupancy, addition* to and relocation of *existing buildings*.

Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three above grade plane in height, shall comply with this code or the *International Residential Code*.

Sec. 18-2.5-20. Reserved.

Sec. 18-2.5-30. Amendments.

The code adoption herein is modified by the following amendments:

(1) IEBC Section 202 is amended by inserting or amending the following definitions within the alphabetical order of the existing definitions as follows:

Building Area. The area included within surrounding exterior walls, or exterior walls and fire walls, exclusive of vent shafts and courts. Areas of the building not provided with surrounding walls shall be included in the building area if such areas are included within the horizontal projection of the roof or floor above.

DC Fast Charger ("DCFC") EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. Equipment capable of fast charging on a 100A or higher 480VAC three phase branch circuit. AC power is converted into a controlled DC voltage and current within the EVSE that will then directly charge the electric vehicle.

Electric Ready. A building that meets the following construction requirements:

i. Where a gas heating system is installed provide a dedicated electric circuit, panel space and location for condensate drainage.

ii. Where a gas water heating system is installed provide a dedicated electric circuit, panel space, location for condensate drainage.

iii. Where a gas cooking stove is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

iv. Where a gas dryer is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

Electric Vehicle Capable Light Space (EV Capable Light Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of electric vehicle charging installation and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

Electric Vehicle Capable Space (EV Capable Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of electric vehicle charging.

Electric Vehicle Supply Equipment (EVSE). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. An electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle Supply Equipment Installed Space (EVSE Installed Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A vehicle parking space that is provided with a dedicated EVSE connection.

Electric Vehicle (EV) Ready Space. As Defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of electrical vehicle charging.

Home Energy Assessment. An assessment includes a home visit by a building performance institute (BPI) certified energy analyst that results in a report that analyzes the current condition and energy usage of a home and provides a list of recommended improvements.

Level II EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space and dedicated EVSE capable of charging at 40 amperes or higher at 208 or 240VAC.

Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof(s) of all new commercial buildings. Level 3 Alteration remodels and additions shall meet Sections CS401 through CS402.7.

Solar Ready Residential Building. A solar-ready zone shall be provided on the roof(s) of all new residential buildings and Level 3 Alteration remodels and additions per the Colorado Model Electric Ready and Solar Ready Code Sections RS402.1 through RS402.8 and Sections RS410 through RS410.2.

(2) IEBC Section 907 is deleted in its entirety and replaced with a new section to read as follows:

907 ENERGY CONSERVATION

907.1 - Minimum requirements. Except as specified in this section, Level 3 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code or International Residential Code. The alterations shall conform to the energy requirements of the International Energy Conservation Code or International Residential Code as they relate to new construction only.

907.2 - Electric Ready. Existing buildings undergoing Level 3 alterations shall be Electric Ready.

907.3 - Commercial Level 3 Alterations.

907.3.1 - Level 3 Alterations that are less than 5,000 square feet shall meet Solar Ready Commercial Building as defined.

907.3.2 - Level 3 Alterations that are 5,000 square feet or larger. A new commercial building that is 5,000 square feet or larger shall install solar PV panels to roof(s) per Sec. 18-1-30(5). Solar requirements shall not exceed any Gunnison County Electric Association net metering limitation in place when submitting permit application.

907.3.3 - Commercial EV Parking. Where parking spaces are provided for Level 3 Alteration remodels including additions, the parking spaces shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready code Section CV502, and additionally, commercial buildings and accessory structures with two or more parking spaces shall provide one Level II EVSE parking space and one DC Fast Charger shall be provided for 5 or more required parking spaces.

907.4 - Residential Level 3 Alterations.

907.4.1 - Home Energy Assessment. All existing residential buildings undergoing alterations shall obtain a Home Energy Assessment prior to issuance of a building permit.

Exceptions: Residential exterior alterations of roof, window and door, and siding replacement projects are encouraged to obtain a Home Energy Assessment as subsidized by the Town. All such replacements shall meet the 2024 IECC.

907.4.2 - Residential EV Ready Parking. All existing residential buildings undergoing a Level 3 Alteration and or addition, shall provide one Electric Vehicle Ready space for each dwelling unit per the Colorado Model Electric Ready and Solar Ready Code Sections RV501 through RV501.3.

907.5 Historic buildings with Level 3 Alterations. Level 3 alterations of Historic Buildings, as defined in Section 16-1-20 of Town Code, shall meet 2024 IECC without damaging the existing historic structure, except that closed cell foam insulation can be used in the ceiling framing cavities only. No closed cell foam shall be used in the wall framing cavities. BOZAR shall review the areas to be disturbed on-site before any work commences and during the construction process as needed. A blower door test conducted after drywall is optional.

ARTICLE 3 Mechanical Code

Sec. 18-3-10. Adoption.

The *International Mechanical Code* ("IMC"), 2024 edition, as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and the collection of fees therefore.

Sec. 18-3-20. Reserved.

Sec. 18-3-30. Amendments.

The code adopted herein is modified by the following amendments:

(1) IMC Section 905.1 is amended to read as follows:

Section 905.1 - General. Fireplace stoves and solid-fuel type room heaters shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Fireplace stoves shall be tested in accordance with UL 1482. Fireplace inserts intended for installation in fireplaces shall be listed and labeled in accordance with the requirements of UL 1482 and shall be installed in accordance with the manufacturer's instructions. New wood burning residential hydronic heaters shall be EPA certified. All solid fuel-burning devices shall comply with the requirements of Chapter 18, Article 8 of the Crested Butte Municipal Code.

Sec. 18-3-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-3-50. Conflicting provisions.

In the event of a conflict between the IMC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-3-60. Fees.

Fees for any permit or inspection required by the IMC are set forth in Appendix A to this Code.

Sec. 18-3-70. Violation, liability, and penalty.

(1) Any person who violates any provision of the IMC shall be punished by a fine not to exceed one thousand dollars ($1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.

(2) Any person who violates any provision of the IMC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(3) The Town may institute injunction, abatement, or any other action to prevent, enjoin or abate any violation of the IMC.

(4) The remedies provided by this Section are cumulative and not exclusive and are in addition to any other remedies provided by law.

ARTICLE 4 Plumbing Code

Sec. 18-4-10. Adoption.

The *International Plumbing Code* ("IPC"), - 2021 edition, including Appendices C and E, published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-4-20. Reserved.

Sec. 18-4-30. Amendments.

The code adopted herein is modified by the following amendments: none.

Sec. 18-4-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-4-50. Conflicting provisions.

In the event of a conflict between the IPC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-4-60. Violation, liability, and penalty.

(a) Any person who violates any provision of the IPC shall be punished by a fine not to exceed one thousand dollars ($1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.

(b) Any person who violates any provision of the IPC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(c) The Town may institute injunction, abatement, or any other action to prevent, enjoin or abate any violation of the IPC.

(d) The remedies provided by this Section are cumulative and not exclusive and are in addition to any other remedies provided by law.

ARTICLE 5 Electrical Code

Sec. 18-5-10. Adoption.

The National Electrical Code ("NEC"), 2023 edition, published by National Fire Protection Association, One Battery March Park, Quincy, Massachusetts 02169-7471, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-5-20. Reserved:

Sec. 18-5-30. Amendments.

The code adopted herein is modified by the following amendments: none.

Sec. 18-5-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-5-50. Conflicting provisions.

In the event of a conflict between the NEC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-5-60. Violation, liability, and penalty.

(a) Any person who violates any provision of the NEC shall be punished by a fine not to exceed one thousand dollars ($1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.

(b) Any person who violates any provision of the NEC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(c) The Town may institute injunction, abatement, or any other action to prevent, enjoin or abate any violation of the NEC.

(d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 5.5 Colorado Model Electric Ready and Solar Ready Code

Sec. 18-5.5-10. Adoption.

Pursuant to Section 4.14 of the Town Charter and Title 31, Article 16, Part 2, C.R.S., there is hereby adopted the Colorado Model Electric Ready and Solar Ready Code for the Town, by reference thereto, the Colorado Model Electric Ready and Solar Ready Code published June 1, 2023, by the Colorado Energy Office, 1600 Broadway Suite 1960, Denver, CO 80202, regulating and governing the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal, electric vehicle charging infrastructure, and electrification of building systems; providing for the issuance of permits and the collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part of, as if fully set out herein.

Sec. 18-5.5-20. Amendments.

The code adopted herein is modified by the following amendments:

(1) Section 101.1 Title shall read as follows:

This code shall be known as the Electric Ready and Solar Ready Code of the Town of Crested Butte and shall be cited as such. It is referred to herein as “this code.”

(2) Section 101.2 Scope shall read as follows:

This code applies to all new buildings and dwelling units, and the buildings’ sites and associated systems and equipment, and Level 3 alterations as defined in the International Existing Building Code (IEBC).

(3) Section 104.2 Required Inspections shall read as follows:

An approved agency, upon notification, shall make the inspections set forth in Sections 104.2.1 through 104.2.4.

(4) Section 108.4 Failure to Comply shall read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the Town of Crested Butte.

(5) Section 202 General Definitions shall be amended by adding the following definitions:

Major Remodel. Alteration Level 3 as defined in the International Existing Building Code (IEBC).

Major Addition. A major addition is defined as an addition that is more than 50 percent of the existing building area (as defined by the International Building Code (IBC) of the existing floor level as measured from the inside face of the exterior walls.

ARTICLE 6 Fire Code

Sec. 18-6-10. Adoption.

The *International Fire Code* ("IFC"), 2024 Edition, including Appendices B-M, as published by the International Code Council, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code as the Town Fire Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for issuance of permits and collection fees therefor. State and EPA regulations shall take precedence if there is any International Fire Code regulations pertaining to the use, storage, handling, manufacture or dispensing of flammable and compressed gases, corrosive materials, explosives and fireworks, flammable gases and solids, highly toxic and toxic materials, liquefied petroleum gases, organic peroxides, oxidizers, pyrophoric materials, pyroxylin (Cellulose nitrate) plastic, unstable (reactive) materials, water-reactive solids and liquids or any other material which may be characterized or become known as a hazardous material.

Sec. 18-6-20. Amendments.

The code adoption herein is modified by the following amendments:

(1) IFC Section 101.1. is amended to read as follows:

101.1. - Title. These regulations shall be known as the Fire Code of the Town of Crested Butte, hereinafter referred to as "this Code."

(2) IFC Section 102.7 is amended to read as follows:

102.7 - Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated by Sections 102.7.1 and 102.7.2. The most current NFPA edition may be utilized upon approval of the CBFPD Fire Marshal.

(3) IFC Section 102.8 is amended to read as follows:

102.7 - Subjects not related to this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *fire code official* to determine compliance with codes or standards for those activities or installations within the *fire code official's* jurisdiction or responsibility. The most current NFPA edition may be utilized upon approval of the CBFPD Fire Marshal.

(4) IFC Section 108.2.1 is amended to read as follows:

108.2.1 - Inspection requests. Requests for inspections shall be submitted at least five (5) working days prior to the date of requested inspections.

(5) IFC Section 403.11.3.1 is amended to read as follows:

403.11.3.1- Number of crowd managers. Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering.

Exceptions:

1. Assembly occupancies used exclusively for religious worship with an occupant load not exceeding 1,000 shall not require crowd managers.
2. The number of crowd managers shall be reduced where, in the opinion of the fire code official, the fire protection provided by the facility and the nature of the event warrant a reduction.

(6) IFC Section 507.1 is amended to read as follows:

507.1 - Required water supply. An *approved* water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where required fire flows cannot be provided, an approved monitored fire suppression system complying with Section 9 of this Code and the Guidelines and Standards of the Crested Butte Fire Protection District and Fire Code shall be installed throughout every occupancy and structure except Occupancy R-3 within the boundaries of the Town of Crested Butte.

(7) IFC Section 507.5.5 is amended to read as follows:

507.5.5- Clear space around hydrants. A 3-foot clear space shall be maintained around the circumference of fire hydrants and "Fire Department Connections," except as otherwise required or approved.

(8) ICF Section 507.5.6 is amended to read as follows:

507.5.6 - Physical protection. Where fire hydrants and "Fire Department Connections" are subject to impact by motor vehicle, guard posts or other approved means shall comply with Section 312.

(9) IFC Section 605.9 is amended to read as follows:

605.9 - Gas Meters. Above-ground gas meters regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an approved manner. Locations of gas meters, regulators and piping shall also comply with the Crested Butte Fire Protection District and Fire Code.

(10) IFC Section 5806 is amended to read as follows:

5806 - Flammable Cryogenic Fluids. The storage and use of flammable cryogenic fluids is not allowed in the Town of Crested Butte.

(11) IFC Section 6103.3 is amended to read as follows:

6103.3 - Location of equipment and piping. Locations of gas meters, regulators and piping shall comply with this section and the Crested Butte Fire Protection District and Fire Code.

(12) IFC Appendix B 105.1 is amended to read as follows:

B105.1 - Fire-flow requirements for buildings. The minimum *fire-flow* and flow duration requirements for one- and two-family *dwellings* (Group R-3), Group R-3 and R-4 buildings and *townhouses* shall be as specified in Tables B105.1(1) and B105.1(2). Minimum fire flow requirements shall be 1,500 gpm.

Sec. 18-6-30. Copy on file.

At least one (1) copy of the International Fire Code, certified to be a true copy, is on file in the Building Department office and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Sec. 18-6-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-6-50. Conflicting provisions.

In the event of a conflict between the code adopted herein and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-6-60. Violation, liability, and penalty.

(a) Any person who violates any provision of this Article shall be punished by a fine not to exceed one thousand dollars ($1,000.00) for each offense. Each day that a violation of this Article continues to exist shall constitute a separate and additional offense.

(b) Any person violating any provisions of this Article shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(c) The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin or abate any violation of this Article.

(d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 7 Fuel Gas Code

Sec. 18-7-10. Adoption.

The International Fuel Gas Code, 2021 edition, including Appendices, published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478 ("IFGC"), is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code as the Town Fuel Gas Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of fuel gas system and fuel gas appliances as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-7-20. Reserved

Sec. 18-7-30. Amendments.

The code adoption herein is modified by the following amendments:

(1) IFGC Section 101.1. is amended to read as follows:

101.1. - Title. These regulations shall be known as the Fuel Gas Code of the Town of Crested Butte, hereinafter referred to as "this Code."

(2) IFGC Section 106.6.3. Application for permit is deleted in its entirety.

(3) IFGC Section 304.1 is amended to read as follows:

304.1 - Combustion, Ventilation and Dilution Air. Air for combustion, ventilation and dilution of flue gases for appliances installed in buildings shall be provided by application of 304.9. *Direct-vent appliances*, gas appliances of other than natural draft design, vented gas appliances not designated as Category I and appliances equipped with power burners shall be provided with combustion, ventilation, and dilution air in accordance with the *appliance* manufacturer's instructions. All installed fuel gas-burning appliances shall be high efficiency direct-vent appliances with sealed combustion, installed in accordance with their listing, and in compliance with the manufacturer's installation instructions. All such appliances shall be installed in compliance with Chapter 18, Article 9 of the Crested Butte Municipal Code.

(4) IFGC Section **304.2. Appliance Location** is deleted in its entirety.

(5) IFGC Section **304.3. Draft hood/regulator location** is deleted in its entirety.

(6) IFGC Section **304.5. Indoor combustion air** is deleted in its entirety.

(7) IFGC Section **304.6. Outdoor combustion air** is deleted in its entirety.

(8) IFGC Section **304.7. Combination indoor and outdoor combustion air** is deleted in its entirety.

(9) IFGC Section **304.8. Engineered installations** is deleted in its entirety.

Sec. 18-7-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-7-50. Conflicting provisions.

In the event of a conflict between the IFGC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of Chapter 16.

Sec. 18-7-60. Fees.

Fees for any permit or inspection required by the IFGC are set forth in Appendix A to this Code.

Sec. 18-7-70. Violation, liability, and penalty.

(a) Any person who violates any provision of the IFGC shall be punished by a fine not to exceed one thousand dollars ($1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.

(b) Any person who violates any provision of the IFGC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(c) The Town may institute injunction, abatement, or any other action to prevent, enjoin or abate any violation of the IFGC.

(d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 8 Solid Fuel-Burning Devices

Sec. 18-8-10. Definitions.

For the purposes of this Article, the following terms shall have the meanings given in this Section:

Approved solid fuel-burning device means a solid fuel-burning device that meets the EPA Phase 2 qualified fireplace.

Approved solid fuel-burning fireplace means a solid fuel-burning device that meets the EPA Phase 2 qualified fireplace.

Approved solid fuel burning stove means a free-standing solid fuel-burning device that has an emission limit of 2.5 grams per hour and is listed on the EPA Certified Wood Stoves Data Base

Solid fuel-burning device means any stove, firebox or other mechanical device designed and/or used for the purpose of generating heat by the burning of wood, coal, pulp, paper or other nonliquid or nongaseous fuel.

Sec. 18-8-20. Required installation.

No solid fuel-burning device shall be installed within any structure, building or mobile home in the Town unless such device is an approved solid fuel-burning device. No building can contain more than one (1) solid fuel-burning device; however, a building housing a retail sales space for authorized stove dealers who are selling stoves approved for use by the Town shall be allowed to have one (1) or two (2) solid fuel-burning devices so long as the device(s) in such space are being used for demonstration purposes only.

Sec. 18-8-30. Sec. 18-8-30. Permit required.

(a) An application shall be filled out and a solid fuel-burning device installation permit issued prior to the installation of any solid fuel-burning device. This provision includes installation of any replacement devices, as well as first installations.

(b) All applications requesting a first installation of a solid fuel-burning device shall comply with Section 18-9-60, Solid Fuel Burning Device Permit.

Sec. 18-8-40. Notice of removal of solid fuel-burning device.

The Building Department shall be notified when a solid fuel-burning device is removed from a structure. Once removed, a new compliant device may not be installed after sixty (60) days unless said structure is in compliance with Section 18-9-60 of this Chapter.

Sec. 18-8-50. Fees.

In order to compensate the Town for the costs of enforcing this Article and for the costs of implementing programs and improvements to reduce air pollution caused by solid fuel-burning devices, a permit fee as established by resolution of the Town Council will be charged for applications requesting first installations, and a permit fee as established by resolution of the Town Council will be charged for replacement installations.

Sec. 18-8-60. Exemption from regulations.

The following devices are exempt from these regulations; provided, however, that new nonconforming devices may not be installed under these exemptions. Applications for exemptions hereunder shall be made in writing to the Town Manager, who shall have the right to inspect the applicable premises to confirm the qualification for exemption. The decision of the Town Manager shall be final unless appealed to the Town Council within thirty (30) days of the decision. Upon appeal to the Town Council, the matter shall be considered and a decision rendered within sixty (60) days. The exemptions are:

(1) A solid fuel-burning device using coal as an exclusive fuel source located in structures or buildings constructed prior to September 1, 1935, so long as such device was installed and in use prior to July 21, 1986, and is owned by the same owner since said date.

(2) Any solid fuel-burning device upon real property which is owned and occupied on a full-time basis by a person who qualifies for a sewer and water service charge rebate pursuant to Section 13-1-330 of this Code.

(3) Solid fuel-burning devices located in buildings with significant historical value that are not used as a primary heat source and are only fired on an occasional basis.

(4) Solid fuel-burning devices utilized by authorized wood stove dealers as regulated by Section 18-8-20 of this Article.

Sec. 18-8-70. Installation requirements and standards.

All solid fuel-burning devices shall be installed as per the manufacturer's recommendations, in accordance with appropriate building and fire codes and standards as adopted in this Chapter, and as directed by the Building Official and Fire Marshal.

Sec. 18-8-80. Maintenance of solid fuel-burning devices.

It shall be the responsibility of each solid fuel-burning device owner to adequately repair and maintain the device in order to assure that it burns in accordance with its original specifications and does not exceed those particulate emission standards allowed. If complaints are filed or questionable emissions are observed on three (3) separate

occasions, the Building Department may initiate an investigation of a device and require that the device be tested, repaired, or replaced to assure compliance with this Article.

Sec. 18-8-90. Penalty and delinquencies.

Any person violating any provision or section of this Article, including a failure to obtain the required permit, shall be guilty of a misdemeanor and, upon conviction thereof, may be punished in accordance with the provisions of Section 1-4-20 of this Code. Any person or entity who does not pay the license fee when required shall also be deemed in violation of this Article. Any unpaid permit fee shall accrue a delinquency charge of three percent (3%) per month, compounded monthly. Any such delinquency shall become a lien upon the real property on which the permitted solid fuel-burning device exists, which lien may be collected in the same manner as a tax lien. The Town shall be entitled to recover all of its collection costs, including attorneys' fees, as part of any action or proceeding to collect delinquent permit fees due pursuant to this Article.

Sec. 18-8-100. Abatement.

The Town shall have the power to abate, enjoin, or otherwise correct the violation of any provision of this Article through any court of competent jurisdiction. The Town, in such action, shall be entitled to its costs and attorney fees in the event that it prevails.

ARTICLE 9 Energy Standards

Sec. 18-9-10. Purpose.

The intent of this Article is to ensure energy conservation and sustainable building practice within the Town. All new heated structures shall comply with the terms of this Article. Existing structures undergoing alterations and or additions shall meet Article 2.5 International Existing Building Code and this code as applicable.

Sec. 18-9-20. Definitions.

For purposes of this Article, the use of a plural form shall not necessarily imply that more than the singular is suggested, condoned, or allowed, and the following terms shall have the meanings herein given:

All Electric Building. A new building that contains no combustion equipment or plumbing for combustion equipment serving space heating (with the exception of solid fuel-burning devices that meet requirements in Article 8 of this Chapter), water heating (including pools and spas), cooking appliances (including barbeques and smokers with the exception of Commercial Food Heat-processing Equipment), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Combustion Equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Commercial Food Heat-processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system.

DC Fast Charger ("DCFC"). EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. Equipment capable of fast charging on a 100A or higher 480VAC three phase branch circuit. AC

power is converted into a controlled DC voltage and current within the EVSE that will then directly charge the electric vehicle.

Decorative Appliance. A device utilizing natural gas as a fuel designed to appear as a real fireplace and shall be a direct vent appliance with no opening to the interior of the structure.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions.

Electric Ready. A building that meets the following construction requirements:

i. Where a gas heating system is installed provide a dedicated electric circuit, panel space and location for condensate drainage.

ii. Where a gas water heating system is installed provide a dedicated electric circuit, panel space, and location for condensate drainage.

iii. Where a gas cooking stove is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

iv. Where a gas dryer is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

Electric Vehicle Capable Light Space (EV Capable Light Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of electric vehicle charging installation and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

Electric Vehicle Capable Space (EV Capable Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of electric vehicle charging.

Electric Vehicle Supply Equipment (EVSE). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. An electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle Supply Equipment Installed Space (EVSE Installed Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A vehicle parking space that is provided with a dedicated EVSE connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's communication system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle (EV) Ready Space. As Defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of electrical vehicle charging.

Fuel Gas. Agas that is natural, manufactured, liquefied petroleum, or a mixture of these.

Home Energy Assessment. An assessment includes a home visit by a building performance institute (BPI) certified energy analyst that results in a report that analyzes the current condition and energy usage of a home and provides a list of recommended improvements.

Home Energy Rating System (HERS) certificate. A certificate generated by an accredited home energy rating system program provider.

Level II EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space and dedicated EVSE capable of charging at 40 amperes or higher at 208 or 240VAC.

R Value. A term used to describe the thermal transmission of heat through a combination of insulating components in a wall, roof, or foundation assembly.

Renovation. To improve or repair a structure and may include preservation and rehabilitation.

Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof of all new commercial buildings. Level 3 Alteration remodels and additions shall meet Sections CS401 through CS402.7.

Solar Ready Residential Building. A solar-ready zone shall be provided on the roof of all new residential buildings and Level 3 Alteration remodels and additions per the Colorado Model Electric Ready and Solar Ready Code Sections RS402.1 through RS 402.8 and Sections RS410 through RS410.2.

Sustainable building practices. Building practices that accommodate increased population by means that reduce overall per-capita energy usage.

U Value. The reciprocal of R value. The rate of non-solar heat flow through a building.

Sec. 18-9-30. Utilization of Home Energy Rating System (HERS).

All new, heated residential structures shall become qualified as a Department of Energy Zero Energy Ready Home (ZERH) by meeting the national program requirements, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes. Residential construction may meet the requirements of either the performance path or the prescriptive path as defined in the Zero Energy Ready Home Requirements to qualify.

Sec. 18-9-40. International Energy Conservation Code.

(a) Adoption. The *International Energy Conservation Code* ("IECC"), 2024 edition, without appendices, as published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478 is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the minimum energy conservation requirements as herein provided; providing for the issuance of permits and collection of fees

(as appropriate) therefor; and each and all of the regulations, provisions, penalties, conditions, and terms of said code.

(b) Amendments. The code adoption herein is modified by the following amendments:

(1) Section C104.1.1 is amended to read as follows:

Section C104.1.1.- Above Code Programs. The code official or other authority having jurisdiction shall be permitted to deem a national, state, or local energy efficiency program as exceeding the energy efficiency required by this code. Buildings approved in writing by such an energy efficiency program shall be considered to be in compliance with this code. The requirements identified in Table C402.1.3 shall be met. New commercial buildings are also governed by Article 1.5 (International Green Construction Code) and Article 5.5 (Colorado Model Electric Ready and Solar Ready Code) of Chapter 18 of the Crested Butte Town Code.

(2) IECC Section C401.2 is amended to read as follows:

C401.2 -Application. Commercial buildings shall comply with Section C401.2.1 or C401.2.2 and shall comply with C401.2.3. A compliance method other than the Prescriptive Compliance Option in C401.2.1. shall be pre-approved by the building official.

(3) IECC Section C401.2 is amended by adding a new subsection to read as follows:

C401.2.3. Commercial Electric Requirements.

C401.2.3.1. All Electric. Commercial buildings shall be All Electric Buildings, with the exception of *Commercial Food Heat-processing Equipment*. *Commercial Food Heat-processing Equipment shall be Electric Ready*.

C401.2.3.2. Commercial EV Parking. Where parking spaces are provided for Level 3 Alteration remodels including additions, the parking spaces shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready code Section CV502, and additionally, commercial buildings and accessory structures with two or more parking spaces shall provide one Level II EVSE parking space. Additionally, one DC Fast Charger shall be provided for 5 or more required parking spaces.

C401.2.3.3. Solar Requirements.

Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof(s) of all new commercial buildings. Level 3 Alteration remodels and additions shall meet Sections CS401 through CS402.7.

C401.2.3.3.1 - - Buildings that are less than 5,000 square feet shall meet Solar Ready Commercial Building as defined.

C401.2.3.3.2 - - Buildings that are 5,000 square feet or larger. A new commercial building that is 5,000 square feet or larger shall install solar PV panels to roof(s) per Sec. 18-1-30(5). Solar requirements shall not exceed any Gunnison County Electric Association net metering limitation in place when submitting permit application.

(4) IECC Chapter 5 [CE] is deleted in its entirety and replaced with a new section to read as follows:

Chapter 5 [CE]. Commercial Existing Buildings. The alteration, repair, addition and change of occupancy of existing buildings and structures shall comply with the requirements of the International Existing Building Code (IEBC) as amended in Section 18-2.5-30 of the Town Code, Existing Building Code, and the Colorado Model Electric Ready and Solar Ready Code.

(5) IECC Section R401.2 is amended to read as follows:

R401.2 - Application. Residential buildings shall comply with Sections R401.2.6 as follows and Section R401.2.1.

(6) IECC Section R401.2 is amended to add a new subsection R401.2.6 to read as follows:

R401.2.6. Residential Electric Requirements.

R401.2.6.1. All Electric. Residential buildings shall be All Electric Buildings.

R401.2.6.2. EV Parking. All new residential buildings, garages, and exterior parking spaces shall provide one Electric Vehicle Ready Space for each dwelling unit per the Colorado Model Electric Ready and Solar Ready Code Sections RV501 through RV501.3.

R401.2.6.3. Zero Energy Ready Home. All new heated buildings shall become qualified as a Department of Energy Zero Energy Ready Home (as amended by the Department of Energy) by meeting the national program requirements specified in the program, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes. Residential construction may meet the requirements of either the performance path or the prescriptive path to qualify.

(7) IECC Section R405.1 is amended to read as follows:

R405.1 - Scope. This section establishes criteria for compliance using simulated building performance analysis. Such analysis shall include heating, cooling, mechanical ventilation, and service water-heating energy only. The utilization of this section shall be specifically approved by the Building Official prior to submittal of design documents.

(8) IECC Chapter 5 [RE] is amended as follows

Chapter 5 [RE]. Residential Existing Buildings. The alteration, repair, addition and change of occupancy of existing buildings and structures shall comply with the requirements of this chapter, the International Existing Building Code (IEBC) and the Colorado Model Electric Ready and Solar Ready Code.

Sec. 18-9-50. Minimum efficiency standards for new construction; commercial structures.

Commercial buildings with less than five thousand (5,000) square feet shall install Solar Ready Components per the Colorado Model Electric Ready and Solar Ready Code. Commercial buildings five thousand (5,000) square feet or larger shall install solar PV panels to roof(s) per Section 18-1.5-30(5). Solar installation requirements shall not exceed any Gunnison County Electric Association net metering limitation in place when submitting a building permit application.

Sec. 18-9-60. Sec. 18-9-60. Solid fuel-burning device permit.

(a) Only one (1) solid fuel-burning device shall be permitted within any structure. Permits for solid fuel-burning devices shall be obtained from the Building Official. Prior to issuance of a permit allowing for the

placement of a solid fuel-burning device within any structure, the applicant for such permit must conduct an Energy Rating System (HERS) Audit. The results of such energy efficiency test shall be provided to the Building Official along with the permit application for any solid fuel-burning device. The cost and expense of such E Star energy efficiency test shall be borne by the permit applicant.

(b) All solid fuel-burning device permit applications must include a HERS rating for the structure of not more than:

(1) Thirty (30) for any new structure; and

(2) Fifty (50) for any existing structure.

(c) Permissible solid fuel-burning devices shall meet the EPA List of Phase 2 Qualified Fireplaces:

(d) Solid fuel—burning device permit. All solid fuel-burning devices must incorporate exterior combustion air ventilation that complies with Section 701.1 and 701.2 of the International Mechanical Code (IMC), as defined in Article 3 of this Chapter. Ducting for solid fuel-burning devices must be fitted with backdraft dampers.

(e) All applications for solid fuel-burning devices shall reflect the applicant's compliance with the foregoing requirements.

Sec. 18-9-70. Minimum efficiency standards for renovation of existing historic buildings.

Any heated buildings or portions thereof undergoing renovations must comply with Section 18-9-40 above. The Building Official may waive any or all of the requirements of Section 18-9-40 at his or her discretion per IECC C102.1 and with IECC Section C501.5 Historic buildings- Commercial Provision and per IECC Section R102.1 and R501.5 Historic buildings- Residential Provision.

Buildings shall meet IECC without damaging the existing historic structure with the exception that closed cell foam insulation can be used in the ceiling framing cavities. No closed cell foam shall be used in the wall framing cavities. BOZAR reviews this work on site before any work commences and during the construction process as needed. A blower door infiltration test conducted after drywall is optional

Sec. 18-9-80. Building science requirements.

(a) All new, heated residential structures shall become qualified as a Department of Energy Zero Energy Ready Home (as amended by the Department of Energy) and Section 18-9-30 by meeting the national program requirements specified in the program, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes and Section 18-9-40.

Sec. 18-9-90. Snowmelt system requirements.

All snowmelt systems must be approved by the Building Official and shall meet the following requirements:

(1) R-10 insulation below the heated surface must be incorporated;

(2) Minimum slab thickness for sidewalks must be five (5) inches; and

(3) Snowmelt equipment must include automatic temperature and surface moisture controls (no idling snowmelt equipment is permitted).

Sec. 18-9-100. Renewable Energy Mitigation Program.

Installing a zone and tubing to a future outdoor heated area is prohibited without first obtaining an outdoor energy usage permit. All outdoor snowmelt systems must meet IECC Section R403.9.2 Snow Melt and Ice System controls and comply with the following Energy Mitigation Program (REMP) requirements. All outdoor pools, hot tubs and spas must comply with the REMP requirements. Outside heating and electric heat trace systems must comply with IECC Sections C403.14 through C403.14.3, C403,14,4, and R403.9.2 through R403.9.4.

(1) REMP; Applicability. For purposes hereof, an "outdoor snowmelt system" shall include any heating system installed in any walkway, driveway, roof, or any other exterior surface. All energy utilized in operating outdoor snowmelt systems, and outdoor pools, hot tubs and spas with a top surface area in excess of sixty-four (64) square feet (as determined by the unit's manufacturer), shall be produced by a renewable energy system; or, in lieu thereof, the owner of the property with said outdoor snowmelt system and/or subject pool, hot tub or spa shall make payment to the Town in lieu of providing energy produced by a renewable energy system. The owner of the subject property shall have the right to choose between providing energy from a Town-approved renewable energy system or making payment in lieu thereof, or a combination of both, in order to offset energy used by outdoor snowmelt systems and subject pools, hot tubs and spas. For any subject hot tub or spa, only that surface area over said sixty-four (64) square feet shall be subject to the requirements of this Section. Any outdoor snowmelt system or subject pool, hot tub or spa that has been installed prior to June 25, 2007, shall be exempt from the requirements of this Section. Said exemption shall not apply, however, to any modification to any existing outdoor snowmelt system or outdoor pool increasing the square footage thereof, said modification requiring an outdoor energy usage permit as defined hereunder.

(2) Outdoor energy usage permit. Prior to the installation of any (i) outdoor snowmelt system and/or (ii) outdoor pool, hot tub or spa, the owner of the property affected by such installation shall obtain an outdoor energy usage permit. No outdoor snowmelt system or subject pool, hot tub or spa shall be installed without first obtaining an outdoor energy usage permit, as well as a plumbing and mechanical permit as applicable, from the Building Official. No outdoor energy usage permit shall be required for any outdoor snowmelt system or subject pool, hot tub or spa located on public property or any portable outdoor heat lamp.

a. An outdoor energy usage permit shall not be issued until the owner of the subject property has complied with the requirements of this Section. All outdoor snowmelt systems shall be in compliance with Section 18-9-90 above.

b. An outdoor energy usage permit shall be obtained by said owner for each outdoor snowmelt system and subject pool, hot tub and spa, or any modification to any outdoor snowmelt system and outdoor pool increasing the square footage thereof. An outdoor energy usage permit shall include a processing fee that shall cover the cost and expense of the Building Official of reviewing and processing said outdoor energy usage permit application.

c. The Building Official shall review and approve any complete and properly submitted application for an outdoor energy usage permit within thirty (30) days of its submission; except that, if the installation of any outdoor snowmelt system or subject pool, hot tub or spa is part of any new construction, addition, renovation or remodel that otherwise requires a building permit under this Code, the application for said outdoor energy

usage permit shall be approved, if at all, along with the approval and issuance of said building permit, and the installation shall be considered part of the structure for purposes of Article 13 of this Chapter. In such circumstances, the issuance of an outdoor energy usage permit shall be subject to Board approval as provided in this Code. No outdoor energy usage permit shall be granted, however, until a Town-approved renewable energy system or other Town-approved system, as described in Subparagraph (3)(b) of this Section, has been selected by the owner of the affected property and/or payment in lieu has been made, as applicable, as further described in Paragraph (3) of this Section. The owner shall provide the following supporting documentation along with the application for an outdoor energy usage permit:

1. The legal description of the affected property;
2. The signature of the owner of the property or other person with written legal authority (e.g., power of attorney) of the owner;
3. A site development plan drawn to scale for the building and/or sidewalk, driveway, or patio, as applicable, that is the subject of the outdoor snowmelt system or subject pool, hot tub or spa installation;
4. A complete set of drawings, plans, and specifications, to scale, depicting any outdoor snowmelt system or subject pool, hot tub or spa installation, along with the type and efficiency of the same;
5. If the owner of the affected property elects to incorporate a renewable energy system or other Town-approved system, a complete set of drawings, plans and specifications, to scale, of the renewable energy system or other Town-approved system and its proposed installation location, along with the type and efficiency of the same;
6. The owner's election to either utilize a renewable energy system or other Town-approved system or make payment in lieu, or a combination of both, as set forth in Paragraph (3) of this Section; and
7. Any other information requested by the Building Official in order to review the application for compliance with this Section and Section 18-9-90 above.

Only subsections (1), (2), (5), (6) and (7) hereof shall apply to subject pools, hot tubs and spas. The items listed above are hereby incorporated into the application for the outdoor energy usage permit.

d. Outdoor energy usage permit applications, unless otherwise included as part of a building permit for any new construction, addition, renovation, or remodel as discussed above, shall be submitted only to the Building Official and not the Board for approval.

e. All installations of outdoor snowmelt systems shall be in strict compliance with the application requirements for an outdoor energy usage permit. Any deviation from the application requirements shall require a new outdoor energy usage permit. All installations of outdoor snowmelt systems shall be completed within six (6) months of issuance of an outdoor energy usage permit; except that, where the installation of an outdoor snowmelt system is otherwise associated with a building permit for any new

construction, addition, renovation or remodel as discussed above, such longer permitted time under this Code as it relates to said building permit shall apply.

f. Should the Building Official discover the installation of any outdoor snowmelt system or subject pool, hot tub or spa in violation of this Section, the same shall attach a "stop work order" to said installation in a conspicuous place. Where the Building Official discovers any use of property in violation of this Section, the same shall attach a "desist order" to the property and attempt to deliver a copy of the same to the occupier of the property. Any stop work order or desist order shall be signed by the Building Official and indicate the subject area in which the violations exists. The removal of a stop work order or desist order by any person before the violation is corrected shall constitute a violation of this Section. The continuation of construction or use in violation of a stop work or desist order shall also constitute a violation of this Section.

g. An outdoor energy usage permit shall not be issued in connection with any property until all due and owing fees for sewer, water, sanitation, street or other improvement assessments, real property taxes, real estate transfer taxes and/or other fees or taxes due to the Town in connection with said property have been paid in full and are current in all respects.

(3) Calculations; Renewable energy systems; Payment in lieu.

a. Calculations. The amount of energy used by an outdoor snowmelt system or subject pool, hot tub or spa shall be calculated by the Town using a system adopted by the Town. Said system shall also calculate the payment in lieu of providing energy produced by a renewable energy system or other Town-approved system. The Town shall utilize the Town of Crested Butte Outdoor Energy Worksheet attached as Exhibit "A" to the ordinance codified herein, a copy of which is on file in the Town Clerk's office, to calculate the mitigation required for outdoor energy usage. Said Town of Crested Butte Outdoor Energy Worksheet shall also be utilized to calculate the renewable energy mitigation credit proposed to offset the proposed outdoor energy usage. The assumptions and calculations incorporated into the Town of Crested Butte Outdoor Energy Worksheet are incorporated in the Calculation Assumptions attached as Exhibit "B" to the ordinance codified herein, a copy of which is on file in the Town Clerk's office. Once said energy usage and payment in lieu are calculated by the Town, the owner of the property affected by the outdoor snowmelt system or subject pool, hot tub or spa shall select whether it will utilize either a Town-approved renewable energy system or other Town-approved system to offset energy usage by any outdoor snowmelt system or subject pool, hot tub or spa, or make payment in lieu thereof. The owner of the affected property may select use of a combination of both a Town-approved renewable energy system or other Town-approved system to offset energy usage by any outdoor snowmelt system or subject pool, hot tub or spa and payment in lieu thereof. Such combination shall, however, be approved in advance by the Building Official. No outdoor energy usage permit may be issued until the owner of the affected property has selected either a Town-approved renewable energy system or other Town-approved system to offset energy usage by any outdoor snowmelt system or subject pool, hot tub or spa or payment in lieu thereof, or a combination of both as approved by the Town.

b. Renewable energy systems. All renewable energy systems and other systems must be approved in advance by the Building Official. Said renewable energy systems may be solar or geothermal in nature. Other energy usage mitigation systems may be proposed but must be approved in advance by the Building Official. Any renewable energy system utilized as mitigation for outdoor energy usage must conform to the requirements set forth in the Project Checklist attached as Exhibit "C" to the ordinance codified herein, a copy of which is on file in the Town Clerk's office, as applicable. Other systems must provide an engineering analysis that calculates the renewable energy mitigation credit for the proposed system and provides all necessary information as determined by the Building Official. Review of the system will be at the expense of the owner. No renewable energy system or other system shall be approved which does not cause the mitigation of energy usage to be made within the Town. All proposed renewable energy mitigation systems and any other systems shall be included as part of the application for an outdoor energy usage permit. If the proposed renewable energy system is solar in nature, the panels and/or collectors must be approved through the standard building permit process and must be approved by the Board. The type of renewable energy system or other system, the specifications and efficiency thereof, the location of the installation of said renewable energy system or other system and any other additional information requested by the Building Official must be submitted with the application for an outdoor energy usage permit.

c. Payments in lieu. The Town may accept payment from the owner of an affected property as described in this Section in lieu of providing energy produced by a Town-approved renewable energy system, or partial payment in lieu of from said owner of an affected property providing only partial energy produced by a Town-approved renewable energy system, as delineated in this Section. Acceptable payments shall be made by cash or check only. The owner of the affected property shall make payment in lieu of, at the time of, and as a condition precedent to, issuance of an outdoor energy usage permit. Such payment requirements shall apply to any addition or modification to any outdoor snowmelt system or outdoor pool where the owner has selected payments in lieu as described in this Section. In the event that an owner of an outdoor snowmelt system, subject pool, hot tub or spa with an outdoor energy usage permit for such energy usage seeks to make modifications to such usage such that any payment in lieu previously made could otherwise be reduced, no refund shall be given by the Town.

d. Appropriation of funds. All payments in lieu received pursuant to this Section shall be deposited into a separate account with the Town. Funds derived from payments in lieu made pursuant to this Section shall be utilized by the Town to, in no order of preference: (i) defray any costs and expenses associated with the operation, administration and enforcement of the REMP program described in this Section; (ii) reduce and offset energy consumption in public buildings; (iii) reduce energy consumption in residential affordable housing units; (iv) defray the cost and expense of engineering and education to promote energy consciousness, renewable energy installation and reducing energy use; and/or (iv) cover such other costs and expenses consistent with the goals of the REMP and the Energy Code, as determined by the Town Council.

e. Updating and monitoring. The Building Official may monitor and, to the extent necessary, update and amend, as determined by the Building Official, the Town of Crested Butte Outdoor Energy Worksheet, the Calculation Assumptions and the Project Checklist in order to promote and advance the goals of the REMP.

(4) Violations. Any person who violates any of the provisions of this Section may be fined an amount not to exceed one thousand dollars ($1,000.00) for each offense. Each day that such violation continues to exist shall be deemed to be a separate offense.

Sec. 18-9-110. Penalties.

(a) Offense. Any person who violates any of the provisions of this Chapter shall be fined an amount not to exceed one thousand dollars ($1,000.00) for each offense. Each day that such violation continues to exist shall be deemed a separate offense.

(b) Actions. The erection, construction, alteration, enlargement, conversion, moving or maintenance of any building, and the use of any land, building or structure, which activity or use is continued, operated, or maintained contrary to any provision of this Chapter shall be unlawful. The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin, abate, or remove such violation. Such action may also be maintained and instituted by any property owner who is damaged by a violation of this Article.

ARTICLE 10 – Sanitary Standards and Regulations

Sec. 18-10-10. Purpose.

The purpose of this Article is to provide minimum requirements for the protection of the health, welfare and safety of the residents and inhabitants of the Town and the occupants of all public accommodations, and to set forth applicable standards of maintenance, sanitation, ventilation, occupancy and use of public accommodations and buildings.

Sec. 18-10-20. Definitions.

For the purpose of this Article, certain words and phrases shall be defined as follows:

Boarding and rooming house means a building other than a hotel or lodge where, for compensation, meals or lodging are provided for five (5), but not more than fifteen (15) persons.

Building means any structure having a roof supported by columns or walls.

Dormitory means a building containing sleeping rooms designed to be rented for short-term occupancy, with adequate sanitary facilities, and which may or may not have cooking facilities as an accessory use.

Dwelling means any building or part thereof designed or used for private residential purposes.

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living and sleeping, and a part of which is exclusively or occasionally appropriated for cooking or eating.

Exit means a continuous and unobstructed means of egress to a public way, and shall include intervening doorways, corridors, ramps, stairways, smoke-proof enclosures, horizontal exits, exit courts and yards.

Floor area as defined in Chapter 16, Section 16-1-20.

Garbage means all putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

Grounds means exterior yard areas or premises.

Guest means any person hiring or occupying a room for living or sleeping purposes.

Guest room means any room used, or intended to be used, by a guest for sleeping purposes.

Habitable room means a room or enclosed floor space used or intended to be used for sleeping, living, cooking, or eating purposes, excluding bath or toilet rooms, service rooms, foyers, connecting corridors, closets, storage spaces or utility rooms.

Health Department means the Health Department and the officers and employees of the Town.

Hot water means water at a temperature of not less than one hundred twenty (120) degrees Fahrenheit.

Hotel or *lodge* means a building containing sleeping rooms designed to be rented for short-term occupancy and which may or may not have eating or drinking facilities as an accessory use.

Kitchen means a room used, or designed to be used, for the preparation of food.

Motel means a building or group of buildings containing individual sleeping or living units designed and used for temporary rental occupancy and with automobile parking space adjacent to or near each rental unit.

Multiple dwelling means any dwelling containing more than one (1) dwelling unit.

Nuisance. The following shall be defined as nuisances:

a. Any public nuisance known at common law or in equity jurisprudence.

b. An attractive nuisance known at common law or in equity jurisprudence.

c. Whatever is dangerous to human life or detrimental to health.

d. Overcrowding a room with occupants.

e. Insufficient ventilation, illumination, or heating.

f. Inadequate or unsanitary sewerage or plumbing facilities.

g. Unsanitary conditions.

h. Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.

Occupant means any person living, sleeping, cooking in, or having possession of a dwelling unit or rooming unit.

Operator means any person who owns or has charge, care or control of a building or part thereof in which dwelling units or rooms are rented.

Public accommodations means any establishment or building, including a rooming house, boarding house, lodging house, hotel, motel or other facility by whatever name known, which maintains, advertises, offers or rents to a guest as a place where sleeping or rooming accommodations are provided, whether with or without meals.

Refuse means all combustible or noncombustible, putrescible, or non-putrescible solid or liquid wastes, including garbage, rubbish, ashes, and manure.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Sanitary facilities means toilet, privies, lavatories, showers, baths, bathtubs, urinals, laundry tubs and the service rooms provided for installation and use of these units.

ARTICLE 11 Utility Undergrounding Requirements

Sec. 18-11-10. Underground installation required.

All electric and communication utility lines and services, and all street lighting circuits, except as hereinafter provided, shall be installed underground.

Sec. 18-11-20. Exceptions.

(1) Transformers, switching boxes, terminal boxes, meter cabinets, pedestals, ducts, and other facilities necessarily appurtenant to such underground and street light facilities when placed aboveground within the utility easement provided therefor or within the street or other public place as appropriate.

(2) All facilities reasonably necessary to connect underground facilities to existing or permitted overhead or aboveground facilities.

(3) Overhead electric transmission and distribution feeder lines and overhead communication long distance, trunk and feeder lines, existing or new.

(4) Such utility facilities as are present on the effective date of this Article which are used or useful in serving a proposed development.

(5) Development of a limited extent in previously developed areas where overhead service exists, provided that a permit for such overhead service is obtained from the Board of Zoning and Architectural Review. Said permit shall only be issued in those cases where the new service cannot reasonably be placed underground.

Sec. 18-11-30. Responsibility of developer.

The developer of any improvements to real property requiring the installation of utility service lines shall be responsible for complying with the requirements of this Article. He or she shall make the necessary arrangements, including payment for any construction or installation charges, with each of the serving utilities for the installation

of such facilities. The developer shall present evidence, prior to the final approval of a certificate of occupancy for said improvements, that the necessary arrangements have been made with each of the serving utilities for the installation of facilities in compliance with this Article.

ARTICLE 12 Construction Site Regulations

Sec. 18-12-10. Definition.

For purposes of this Article, *construction site* shall mean any location where activities pursuant to a building permit are conducted.

Sec. 18-12-20. Construction activity hours.

No construction activity on any construction site shall take place before 7:00 a.m., nor extend past 7:00 p.m., Monday through Saturday. No construction activity on any construction site shall take place before 8:00 a.m. nor extend past 5:00 p.m. on any Sunday.

Sec. 18-12-30. Sec. 18-12-30. Construction debris.

The owner of a property on which construction activity is taking place is required to:

(1) provide recycling bins on the construction site to recycle glass bottles, plastic bottles, and cardboard, and,

(2) Ensure that all debris, garbage, and refuse are removed from the construction site, and that such debris, garbage, and refuse do not enter upon the public right-of-way or any private property.

Sec. 18-12-40. Construction site safety.

Every excavation on site shall have safety fencing erected as a public safeguard. Adjoining public or private property shall be protected from damage during construction, remodeling, and demolition work. Protection shall be provided for footings, foundations, party wall, chimney, skylight, and roof work.

Provisions shall also be made to control water runoff and erosion during construction and demolition activities.

Sec. 18-12-50. Sec. 18-12-50. Violation, liability, and penalty.

(a) The failure to comply with this Article shall constitute a nuisance. The owner of the property upon which such violation occurs shall be jointly and severally liable for the violation.

(b) Offense. Any person who violates any of the provisions of this Chapter shall be fined an amount not to exceed one thousand dollars ($1,000.00) for each offense. Each day that such violation continues to exist shall be deemed a separate offense.

(c) In addition, any person who violates any provision of this Article shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.

(d) The Town may institute injunction, abatement, or any other action to prevent, enjoin or abate any violation of this Article.

(e) The remedies provided by this Article are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 13 Building Inspector and Building Permits

Sec. 18-13-10. Building permit applications.

(a) All applications for building permits shall be made on the forms provided by the Town for that purpose, and shall be accompanied by the following:

(1) The legal description and address of the lot(s) involved.

(b) It shall be the duty of the Building Inspector to administer and enforce all provisions of this Article except for those powers granted to the Board of Zoning and Architectural Review, hereinafter referred to as the "Board." In addition, the Building Inspector may permit the construction of a foundation before the actual issuance of a building permit if all of the following conditions apply:

(1) An application for a building permit has been submitted to the Building Inspector and is complete with sufficient plans, and is awaiting only Board approval;

(2) The applicant has signed a written and acknowledged agreement with the Town on a form provided by the Town agreeing to remove all work performed within sixty (60) days of the Board's rejection of the application; and

(3) The Building Inspector and the Chair of the Board agree that there is just cause for allowing work to commence on the foundation, and the application is in keeping with all Town regulations and policies of the Board.

Sec. 18-13-20. Building permit applications.

(a) All applications for building permits shall be made on the forms provided by the Town for that purpose, and shall be accompanied by the following:

(1) The legal description of the lot involved.

(2) A deed for the property establishing title.

(3) A plot plan of the lot or parcel, drawn preferably to a one-eighth-inch-to-one-foot scale, showing the dimensions of the lot or parcel and the size and location of the building or structure to be erected thereon, together with all other structures on the lot or parcel.

(4) Plans showing the height and elevation of the building or structure, and the exterior walls and roof thereof, with a general schematic drawing of the exterior design of the building drawn to one-quarter-inch or one-eighth-inch to foot scale.

(5) A statement concerning the use to be made of such building or structure.

(6) A statement setting forth necessary variances, conditional uses, conditional waivers, or other special reviews.

(7) Floorplans drawn to one-quarter-inch or one-eighth-inch to foot scale.

(8) A perspective, drawn to scale, showing the relationship of the proposed building or project to nearby buildings, if requested by the Chair of the Board or the Building Inspector.

(9) The signature of the owner of the property or some other person with the written legal authority of the owner, if that person has the written legal authority to make such application.

(10) Any other information specifically requested by the Board or Building Inspector in order to review the application for compliance with this Article or any other Town ordinance or code.

(11) A complete site development plan for the entire proposed building site, drawn to scale and indicating:

a. All paving, driveways, walkways, parking areas, trash or Dumpster locations and other service structures;

b. All walls and fences with their location and heights;

c. Grass or other planted ground cover;

d. Any trees and shrubbery with a notation as to species and size at the time of planting and a notation as to any mature landscaping proposed to be removed or relocated on the site;

e. Any exterior lighting; and

f. Proposed deviation of finish grade from natural grade in excess of one (1) vertical foot.

g. On site plan dimension of all Town Right of Ways that are adjacent to the lot(s) involved.

(12) A front elevation, drawn to scale, showing the width and height of the street elevation (alley elevation in the case of an alley structure) of the proposed building, any other buildings on the proposed building site and the buildings on the parcels abutting the proposed building site, all on one (1) drawing.

(13) A cross-section of each building section which varies in floor-to-ceiling height from any other section in the building.

(14) If the natural grade of a building site varies more than two (2) vertical feet between any two (2) points on the site or one (1) vertical foot within the building footprint, the natural contour of the site shall be graphically depicted on the site plan with no greater than one-foot contour lines and depicted on the submitted elevations of the proposed structure. If the finish grade of the site is proposed to be different from the natural grade of the site by more than one (1) vertical foot, both finish and natural grade shall be clearly depicted and labeled as such on the site plan and on the submitted elevations of the structure.

(15) The engineering plans for single- and two-family residences shall be prepared by a registered or licensed design professional and signed and stamped with a seal stamp.

(16) All construction documents for commercial projects shall be prepared by registered or licensed design professionals and signed stamped with a seal stamp.

(b) The Building Inspector shall refer all complete applications to the Board, except those applications designated "insubstantial" as provided in Paragraph 16-21-100(a)(9) of this Code, for sketch plan review, classification and approval as provided in Sections 16-21-130 and 16-21-140.

Sec. 18-13-30. Application fees.

(a) The Building Official shall charge a fee for any building permit or sign permit application sufficient to cover related Town expenses as described in the building code adopted by the Town in this Chapter. Should any building or sign permit application or permit be withdrawn and returned to the Building Official within ninety (90) days after the date of application or issuance, the Building Official may refund up to eighty-five percent (85%) of any application or permit funds not used to pay publication costs. The Building Official shall be authorized to charge such additional fees as are necessary to offset expenses to the Town occasioned by requests or approvals not combined with building permit applications, special or extra publications or special Board meetings.

(b) Building permit fees and application fees shall be waived for all resident-occupied affordable housing. Building permit fees are based on the entire building. Where a resident-occupied affordable housing unit is contained within the building, permit fees shall be reduced in proportion to the cost of construction of the resident occupied affordable housing unit.

Sec. 18-13-40. Building permit.

(a) No building or structure shall be erected, constructed, structurally altered, moved, demolished, or changed without first obtaining a building permit issued by the Building Inspector. Such building permit shall be issued when the applicant has complied with all requirements of this Chapter and any code adopted herein, including the requirement for the submission of construction documents and payment of such fees as are required to review such documents, and when the applicant has obtained all approvals required hereunder.

(b) The determination of value or valuation of the building permit scope of work under any provision of this chapter shall be made by the Building Official based on the published International Code Council minimum valuation table multiplied by the regional multiplier of 2.70, or other evidence of value, whichever is greater, as determined by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued. The approval by the Board of a building permit application shall be valid for the period of time set forth in Section 24-68-104, C.R.S., as implemented by Section 16-19-30 of this Code, so long as said sections remain in effect.

(c) No building permit shall be issued unless and until a performance deposit has been deposited with the Building Department.

(1) The amount of the performance deposit shall be the amount of the valuation of the structure for which a building permit is sought multiplied by fifty hundredths percent (.50%).

(2) The performance deposit will be released upon the issuance of a certificate of occupancy for the structure for which the building permit is sought, if the Building Department determines that all improvements have been completed in accordance with the approved plans, including landscaping and parking requirements. The performance deposit will be released upon request within a two-year period only after issuance of certificate of occupancy date.

(3) Two hundred fifty dollars ($250.00) per violation may be retained by the Town where the applicant has failed to perform any building, construction, structural alteration, movement, demolition or change work to any building or other structure in strict compliance with the approved plans and specifications therefor. Such retained deposit amounts shall represent the

estimated costs and expenses of the Building Inspector in processing and handling said failures. Following such failure to perform, the Building Inspector shall notice the applicant of such failure and thereafter may retain the same without further action on the part of the Town. Nothing contained herein shall prohibit the Town from exercising any other remedies provided at law or in equity, including, without limitation, an action for attorneys' fees, costs, and expenses in connection with any such failure to comply.

(d) No building permit shall be issued until written approval of the application is given by the Building Inspector and the Board when the latter is required under the terms of this Article.

(e) No permit shall be issued after February 1st, 2023, unless a current building contractor license is submitted. The building contractor license shall meet Gunnison County building contractor licensing program requirements.

(f) No building permit shall be issued unless the proposed erection, construction, alteration or change of the building or use of the building or land is in full conformance with this Article.

(g) Upon issuance of the building permit, the applicant shall perform all work thereunder in strict accordance and compliance with the application, plans and specifications, representations to the Board and Building Inspector, and any memoranda of agreement. The Building Inspector, members of the Board and other Town officials shall monitor and inspect the work being performed and, upon the discovery of any deviation from the plans, application or representations, shall report the deviation to the Building Inspector who shall order all work on the structure to cease until the Board considers, at its next regular meeting, if the deviation is substantial, in which case a new building permit shall be required.

(h) After the issuance of a building permit, any substantial deviation from the plans, application or representations shall require a new building permit, which shall be applied for and considered in the same fashion as a new application.

(i) Any application or other request under this Article shall be made by an owner of the property or his or her legal representative as evidenced by a written power of attorney. Any permits, approvals, conditions, or other decisions under this Article shall benefit and/or bind such applicant, the owner, other co-owners of the property and their heirs or assigns.

(j) Penalties; enforcement. No person shall build, construct, structurally alter, move, demolish, or change any building or other structure for which a building permit is required without compliance with the requirements of the Section. Any person who violates this Section shall be guilty of a misdemeanor and subject to a maximum fine of one thousand dollars ($1,000.00) per offense, or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Each day any such building or structure is out of compliance with this Section shall be a separate offense hereunder. The Marshal's Department, the Building Inspector or the Town Manager may enforce the penalties provided hereunder, including, without limitation, by proper summons to appear in a court of competent jurisdiction. The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin, abate or remove any violation of this Section. Remedies provided in this Section are cumulative and concurrent and not intended to be exclusive, and the same are in addition to all other rights provided at law and in equity.

Sec. 18-13-50. Boundaries.

No building or structure shall be constructed or erected on any lot prior to the property corners of the lot being properly established and marked by permanent monuments consisting of a metal pin not less than one-half (½)

inch in diameter and not less than sixteen (16) inches in depth below ground level. Any such corner monument or other survey monumentation required by the Town after October 1, 1988, shall be surveyed from and based upon one (1) or both of two (2) official survey monuments. Such official survey monuments are located at the precise centerline intersections of Elk Avenue with Third Street and Seventh Street, respectively; stamped as follows: "CL ELK CL THIRD E.F. BENNER PLS 9476 1997" and "CL SEVENTH/ELK 1988 LS 11250." A cross mark "X" on each monument marks the precise centerline intersection.

Sec. 18-13-60. Construction time.

Unless additional time, which shall be no more than six (6) months, is granted for good cause by the Building Inspector, all exterior construction must be totally completed within one (1) year of the commencement of construction under a building permit. If not completed, the building permit shall expire, and the owner shall obtain a new permit based on the valuation of the work to be complete the project.

Sec. 18-13-70. Certificate of occupancy.

(a) It is unlawful for the owner of a structure or any other person to rent, occupy or use any structure within the Town without obtaining, in advance, a certificate of occupancy; provided, however, that a certificate of occupancy shall not be required for that part of any structure which has been: (1) completed; and (2) occupied and in use, prior to July 24, 1973. Any modification or alteration of or addition to any structure after July 24, 1974, for which a building permit or other permit is required, shall not be occupied or used prior to the issuance of a certificate of occupancy. Any change in use within any structure shall require a new certificate of occupancy.

(b) Procedure for obtaining a certificate of occupancy.

(1) A written request for a certificate of occupancy must be made to the Building Inspector at least forty-eight (48) hours prior to the certificate of occupancy inspection.

(2) As soon as reasonably practicable and not more than ten (10) days after receipt of the request for the certificate of occupancy, the Building Inspector shall inspect the structure for which the certificate of occupancy has been sought to ascertain if the structure conforms with all the applications, plans and specifications theretofore submitted to the Town and all state statutes and Town ordinances.

(3) If the Building Inspector determines that the structure conforms to all applications, plans and specifications theretofore submitted to the Town and all state statutes and Town ordinances, he or she shall issue a certificate of occupancy.

(4) If either the Building Inspector or the Chair of the Board determines that the structure fails, in any manner, to conform with all applications, plans and specifications theretofore submitted to the Town, or with all state statutes and Town ordinances, a certificate of occupancy shall not be issued. In that event, the applicant shall be informed of the reason why the certificate of occupancy has not been granted.

(5) After a denial of an application for a certificate of occupancy, the Building Inspector and/or the Chair of the Board shall ascertain, in their reasonable discretion, if the defects or shortcomings in the structure will require so substantial a reinspection as to warrant an additional application fee.

Sec. 18-13-80. Stop work or desist order.

Should the Building Inspector discover any construction within the Town in violation of this Article, he or she shall attach a stop work order to that construction in a conspicuous place. Should the Building Inspector discover any use of property in the Town in violation of this Article or in violation of any agreement pursuant to Section 16-9-70 of this Code, he or she shall attach a desist order to the property and attempt to deliver a copy of the same to the occupier of the property. Any stop work order or "desist" order shall be signed by the Building Inspector and indicate the subject area in which the violation exists. The removal of a stop work order or desist order before the violation is corrected shall constitute a violation of this Article. The continuation of construction or use in violation of a stop work order or desist order shall also constitute a violation of this Article.

Sec. 18-13-90. Payment of overdue fees.

No building permit or certificate of occupancy shall be issued by the Town for any lot, parcel or structure until all overdue fees for sewer, water, sanitation, street or other improvement district assessments, real property taxes, real estate transfer taxes and/or other fees or taxes due to the Town in connection with said lot, parcel or structure have been paid in full.

Sec. 18-13-100. Appeals from Building Inspector.

Any person desiring to appeal any order, requirement, decision, action, omission, or determination by the Building Inspector under this Chapter must file such appeal with the Board within thirty (30) days after such action by delivering the same to the Town Clerk. Such appeal shall be in writing and shall contain all data and information necessary for a clear understanding and intelligent action by the

ARTICLE 14 Carbon Monoxide Detector/Alarm Regulations

Sec. 18-14-10. Carbon monoxide detection.

(a) **Adoption.** The *International Fire Code* ("IFC"), 2024 Edition, Chapter 9, Section 915, as published by the International Code Council, is hereby adopted by reference thereto and incorporated into this section to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the safeguarding of life and property from carbon monoxide and the detection of conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

(b) **Amendments.**

The code adoption herein is modified by the following amendments:

(1) IFC Section - 915 is amended to read as follows:

Section 915.1.4 – Fuel-burning appliances outside of dwelling units, sleeping unit and classrooms. Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms located in buildings that contain fuel-burning appliances or fuel-burning fireplaces within 15 feet of a bedroom.

Exception:

1. Carbon monoxide detection shall not be required in *dwelling units*, *sleeping units* and classrooms where a carbon monoxide detector is provided in one of the following locations:

   b. In an *approved* location between the fuel-burning appliance or fuel-burning fireplace and the *dwelling unit*, *sleeping unit* or classroom.

   c. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

(2) IFC Section - 915.1.1 is amended to read as follows:

Section -915.1.1. – Private garages and buildings that contain a CO appliance. Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms without communicating openings between the private garage and the dwelling unit, sleeping unit or classroom.
2. Where a carbon monoxide detector is provided in an approved location between openings to a private garage and dwelling units, sleeping units or classrooms.

(3) IFC Section 915.2.1 is amended to read as follows:

Section 915.1.5. – Dwelling. Carbon monoxide detection shall be installed in *dwelling units* outside of each separate sleeping area within 15 feet of the bedrooms. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

(4) IFC Section 915.2.2 in amended to read as follows:

Section 915.2.2. – Sleeping units. Carbon monoxide detection shall be installed in sleeping units.

Exception:

Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area within 15 feet of the sleeping unit where the sleeping unit or its attached bathroom does not contain a fuel-burning appliance and is not served by a forced-air furnace.

Sec. 18-14-20. Definitions.

For purposes of this Article only, the following terms shall have the following meanings ascribed thereto:

Adjacent means directly above, below, or next to.

Carbon monoxide detector/alarm means any single- or multiple-station carbon monoxide detector and alarm listed by a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.

Dwelling unit means one (1) or more rooms or other spaces, arranged for use by one (1) or more persons, on a permanent, temporary or transient basis, for sleeping or living, located in one (1) or more of the following use categories: R1, R2, R3 and R4.

Enclosed parking area means a structure or portion thereof utilized for the parking of motor vehicles and other carbon monoxide-emitting equipment which is less than fifty percent (50%) open at all times to outside air.

Fuel-burning device means any equipment that burns solid, liquid or gaseous fuel, or a combination thereof, including, without limitation, a gas-fueled stove, wood stove, coal stove, natural gas/heating oil heater, natural gas/ heating oil boiler, natural gas/heating oil furnace and any equipment that burns wood, coal, natural gas, kerosene, petroleum or hydrocarbon products indoors.

NFPA 720 means the NFPA 720 Standard for the Installation of Carbon Monoxide Detection and Warning Equipment.

Other applicable uses means one (1) or more rooms arranged for use by one (1) or more persons, on a permanent, temporary or transient basis, for sleeping or living, located in one (1) or more of the following use categories: E, I1, I2, I3 and I4. *Other applicable uses* shall include, but shall not be limited to, day care, hospital, medical and assisted living facilities.

Sec. 18-14-30. Installation requirements.

(a) All existing dwelling units and existing other applicable uses or those undergoing new construction, additions, remodels and renovations where: (1) a fuel-burning device is or will be installed therein or adjacent thereto; and/or (2) an enclosed parking area is adjacent thereto, shall contain a carbon monoxide detector/alarm.

(b) A carbon monoxide detector/alarm shall be installed in any room or space that is not otherwise considered a dwelling unit or other applicable use under this Article but that is:

(1) Fifty (50) square feet or less and that contains a fuel-burning device; and/or

(2) Generally utilized as a central location of one (1) or more fuel-burning devices.

(c) In dwelling units and other applicable uses, a carbon monoxide detector/alarm shall be installed within fifteen (15) feet of the entrance to each room lawfully used at any time for sleeping.

(d) Dwelling units and other applicable uses shall have a carbon monoxide detector/alarm installed on each story of the structure and in such other locations as deemed necessary by the Building Official.

(e) Carbon monoxide detectors/alarms for existing dwelling units and other applicable uses and those undergoing new construction, additions, remodels, renovations, and alterations shall carry the listing of a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.

(f) All carbon monoxide detectors/alarms shall be installed in accordance with NFPA 720 standards and the manufacturer's recommended installation requirements, except as otherwise provided in this Section.

(g) All dwelling units and other applicable uses undergoing new construction, additions, remodels, renovations, and alterations where a carbon monoxide detector/alarm is required shall have primary (i.e., hard-wired) and secondary (e.g., battery back-up) power sources for all carbon monoxide

detectors/alarms. All multiple-station carbon monoxide detectors/alarms required by this Section shall be interconnected.

(h) All existing dwelling units and other applicable uses where a carbon monoxide detector/alarm is required must comply with NFPA 720 standards or, in lieu of an NFPA 720 standard carbon monoxide detector/alarm, a plug-in (without a switch and with battery back-up) or battery-operated carbon monoxide detector/alarm shall be installed which shall carry the listing of a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.

(i) In all structures with multiple dwelling units and other applicable uses where the structure contains a central fire alarm system, carbon monoxide detectors/alarms shall be connected to the structure's central fire alarm system and shall be audible in each dwelling unit within the structure. Such carbon monoxide detectors/alarms shall initiate a supervisory signal at the fire alarm panel and provide an audible alarm at the device upon the detection of carbon monoxide. Such carbon monoxide detectors/alarms shall be initiated to a monitoring agency or be an audible/visual alarm located in a conspicuous place on the exterior of the structure.

(j) Compliance with the requirements of this Article shall be irrespective of the occupancy of a dwelling unit or other applicable use.

Sec. 18-14-40. Exception to installation requirements.

For any existing dwelling unit or other applicable use and those undergoing new construction, additions, remodels, and renovations where a carbon monoxide detector/alarm is required by this Article, **Sec. 18-14-50. Time for compliance**.

All dwelling units and other applicable uses undergoing new construction, additions, remodels, renovations, and alterations where carbon monoxide detectors/alarms are required under this Article shall be in compliance with these carbon monoxide detector/alarm regulations at the time of such construction, additions, remodels, renovations, and alterations. All existing dwelling units and other applicable uses where carbon monoxide detectors/alarms are required under this Article shall have six (6) months from the effective date of these carbon monoxide detector/alarm regulations or a change in tenancy of the dwelling unit or other applicable use, whichever occurs first, to comply with the requirements hereof.

Sec. 18-14-50. Testing, inspection, and maintenance of carbon monoxide detectors/alarms.

(a) All carbon monoxide detectors/alarms shall be tested, inspected, and maintained in accordance with NFPA 720 standards or shall carry the listing of a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.

(b) Subject to the obligations of a tenant in any tenancy as described in Subsection (d) below, the owner of any dwelling unit or other applicable use where a carbon monoxide detector/alarm is required under this Article shall be responsible for the installation, testing, inspection, maintenance, repair and/or replacement of such carbon monoxide detector/alarm.

(c) Prior to the commencement of any tenancy in any dwelling unit, the owner shall replace any carbon monoxide detector/alarm that has been stolen, removed, missing or is found to be not operational by the owner. At the time of the commencement of the tenancy for the dwelling unit, the owner shall ensure

that any batteries necessary to make the carbon monoxide detector/alarm operational are provided to the tenant at the time the tenant takes residence in the dwelling unit. The owner shall replace any carbon monoxide detector/alarm if notified by a tenant as specified in Subsection (d) below that any carbon monoxide detector/alarm was stolen, removed, missing or is found to be not operational during the tenant's occupancy. The owner shall correct any deficiency in any carbon monoxide detector/ alarm if notified by a tenant in accordance with Subsection (d).

(d) The tenant of any rental property shall:

(1) Keep, test and maintain all carbon monoxide detectors/alarms in good repair;

(2) Notify, in writing, the owner of the dwelling unit or the owner's authorized agent, as applicable, if the batteries of any carbon monoxide detector/alarm require replacement;

(3) Notify, in writing, the owner of the dwelling unit or the owner's authorized representative if any carbon monoxide detector/alarm is stolen, removed, missing or is found to be not operational during the tenant's occupancy; and

(4) Notify, in writing, the owner of the dwelling unit or the owner's authorized representative of any deficiency in any carbon monoxide detector/alarm that the tenant cannot correct.

(e) No person shall remove batteries from, or in any way render inoperable, a carbon monoxide detector/alarm, except as part of a process to inspect, maintain, test, repair or replace the carbon monoxide detector/alarm or replace the batteries in the carbon monoxide detector/alarm.

Sec. 18-14-60. Limitation of liability.

No person shall have a claim for relief against any property owner, an authorized agent of a property owner, a person in possession of real property and/or an installer of any carbon monoxide detector/alarm for any damages resulting from the installation, operation, maintenance or effectiveness of a carbon monoxide detector/alarm if the property owner, authorized agent, person in possession of real property and/or installer installs, operates, maintains and tests the carbon monoxide detector/alarm in accordance with the manufacturer's published instructions and the provisions of these carbon monoxide detector/alarm regulations.

ARTICLE 15 Deconstruction and Recycle Plan

Sec. 18-15-10. Required.

If a permit is requested for the demolition of an existing structure in accordance with Section 16-2-60 or 16-14-190 of this Code, a site specific deconstruction and recycle plan must be submitted and approved by the Building Official. Said plan should, as a goal, seek to recycle, reuse, or resell fifty percent (50%) of the existing materials in the deconstructed structure or element. Materials from the following categories should be considered: doors, windows, cabinets, roofing, wood flooring, plumbing fixtures, mechanical and heating fixtures, framing and structural materials, landscaping elements, concrete, and bricks. The plan should identify what materials are to be recovered. The plan should either specify a destination for the recycled materials or the materials should be made available to the public for acquisition for a minimum of two (2) weeks, as well as how the same is to be communicated and accomplished. Recycled materials may not be placed on Town rights-of-way or other Town property.

ARTICLE 16 Basement Construction Requirements

Sec. 18-16-10. Basement construction.

All new basements, as defined in Section 16-1-20, of this code must meet the following requirements.

(1) Basement foundation design. Basements shall be designed and constructed to be completely waterproof and shall be no larger in footprint than the aboveground structure they support, with the exception of window wells and exiting features and underground parking facilities in Business, Tourist and Commercial districts. Basement foundations shall be designed by a licensed Colorado professional engineer experienced in these types of waterproof structural systems, who shall affix his or her seal on all relevant construction documents.

(2) Floors. All floors in basements are required to be waterproofed. They shall be constructed of concrete, designed and constructed to withstand the hydrostatic pressures to which such floors will be subjected. Waterproofing shall be accomplished through means approved in the International Building Code, such as applied membranes and coatings installed under the slab in accordance with the manufacturer's requirements. Additionally, concrete admixtures may be utilized in conjunction with approved membranes and coatings. Alternative designs may be approved on a case-by-case basis by the Building Official if submitted by a licensed Colorado professional engineer.

(3) Walls. Walls required to be waterproofed shall be of concrete and shall be designed and constructed to withstand the hydrostatic pressure and other lateral loads to which such walls will be subjected. Waterproofing shall be accomplished through means approved in the International Building Code, such as applied membranes and coatings installed on the positive hydrostatic pressure side of the wall according to the manufacturer's requirements. The waterproofing shall be lapped and sealed to the slab waterproofing according to the manufacturer's requirements and shall extend to a point not less than six (6) inches above finished grade. Concrete admixtures may be utilized in conjunction with approved membranes and coatings. Alternative designs may be approved on a case-by-case basis by the Building Official if submitted by a licensed Colorado professional engineer.

(4) Water table displacement. Basement foundations shall not extend more than one (1) story, as such term is defined in the International Residential Code (IRC), below existing grade. On sloping sites, maximum foundation depth will be determined by the Building Official.

(5) Construction dewatering. Construction dewatering may be allowed only during construction of the basement foundation upon approval by the Building Department. The proponent is responsible for obtaining any required dewatering discharge permits that may be required by the State or other licensing agency and shall provide copies of the same to the Town. A construction dewatering and discharge plan including the location and point of discharge shall be submitted to the Town for approval prior to commencement of dewatering.

(6) Dewatering systems. Permanent dewatering systems shall not be allowed. Accommodations for emergency dewatering systems and sumps may be allowed if they are designed by a Colorado professional engineer and shall be described as part of the foundation submittal and approved by the Building Department. Automatic pumping systems may not be incorporated into the design of such dewatering systems. Water may not be discharged into the Town's sewer system as part

of an emergency dewatering proposal. Prior to activating any emergency dewatering system, the Town must be notified in writing, with such notice providing the address, location for discharge and volume of discharge. Said activation must be approved by the Town.

ARTICLE 17 Property Maintenance

Sec. 18-17-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is adopted as the Property Maintenance Code of the Town, by reference thereto, the *International Property Maintenance Code*, - 2024 edition, including Chapters 1—8, as published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478 ("IPMC"), regulating and governing the conditions and maintenance of all property, buildings and structures; by providing safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy within the Town of Crested Butte, is hereby adopted herein.

Sec. 18-17-20. Amendments.

The code adoption herein is modified by the following amendments:

(1) Section 101.1. is amended to read as follows:

101.1. - Title. These regulations shall be known as the Property Maintenance Code of the Town of Crested Butte, hereinafter referred to as “this Code.”

(2) Section **104. Fees** is deleted in its entirety.

(3) Section **113. Demolition** is deleted in its entirety.

(4) Section 110.4 is amended to read as follows:

110.4 - Stop Work Order Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a maximum fine of one thousand dollars ($1,000) per offense.

(5) Section 302.4 is amended to read as follows:

302.4 - Weeds. Premises and exterior property shall be maintained free from weeds as defined herein, and Article 3 of the Town Code. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

(6) Section **304.14. Insect screens** is deleted in its entirety.

(7) Section **602.3** is amended to read as follows:

602.3 - Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units, on terms either expressed or implied, to furnish heat to the occupants thereof shall supply heat year-round to maintain a minimum temperature of 68 degrees in all habitable rooms, bathrooms and toilet rooms.

(8) Section **602.4** is amended to read as follows

602.4 - Occupiable workspaces. Indoor occupiable workspaces shall be supplied with heat year-round to maintain a minimum temperature of 65 degrees during the period the spaces are occupied.

Staff Report
August 5, 2025

To:	Mayor and Town Council
Prepared By:	Rob Sweeney, Interim Finance and Administrative Services Director
Thru:	Dara MacDonald, Town Manager
Subject:	Resolution 19, Series 2025: Fund Balance Reserve Policy

Summary:
The Town of Crested Butte (Town) has historically carried a fund balance reserve in its financials as a means to protect against future financial uncertainty. Staff seeks to formalize a Fund Balance Reserve Policy (Policy) to codify levels of Fund Balance Reserve (Reserve) for each of the Town's Funds as well as define when and how a Reserve may be used in time of need.

Previous Council Action:
- Council established a goal in 2018 of maintaining operating reserves in the amount of 100% of annual operating expenses. The goal was established and maintained through the budget adoption process.
- February 10, April 7 and June 2, 2025: Fund Balance Reserves were discussed with Council at three, long-term financial planning work sessions. Council provided staff direction to recommend Reserve levels per Fund.

Background:
The Town has generally required a Reserve equal to 100% of operations and maintenance expense for each Fund. The Reserve is to protect against unforeseen financial conditions, such as reduction in revenues and uncontrollable cost increases. Staff identified that the Town's current Reserve level is an outlier when compared to other communities as well as to government best practices. Additionally, staff identified that carrying too large of a Reserve may be at the expense of completing consequential capital projects or inflating a fee structure to ensure a specific Reserve level is met.

The Government Finance Officers Association (GFOA) recommends that governmental entities carry Reserves at the following levels: General Fund – 2 months of operations and maintenance; Enterprise Fund – 3 months of operations and maintenance. Staff surveyed seven local Colorado jurisdictions to determine their levels of Reserve. We found a range of 50% of budgeted revenue (Cherry Hills Village) to 17% of General Fund budget (Thornton). Comparative tourism-based, mountain communities of Pagosa Springs and Aspen have General Fund Reserves at 25% of expenses.

Discussion:

Staff utilized GFOA recommendations, other community examples and our professional judgement related to establishing recommended Reserve levels for each of the Town's Funds. Considerations such as volatility of revenue streams, intended use/objective of the Fund and overall risk to a Fund's ability to maintain ongoing operations were used in establishing Reserve recommendations. The recommended Reserve levels are in addition to any statutory (e.g., TABOR), regulatory or contractual (e.g., creditor required) Reserves.

The draft Policy defines specific Reserve requirements by Fund, as summarized in Table 1 below:

Table 1 – Fund Balance Reserve Recommendations by Fund

Fund	Fund Balance Reserve Metric/Calculation
General	75% of the prior FY's operating expenses, including transfers
Capital	75% of the prior FY's operating expenses for Facilities Division, including transfers PLUS annual depreciation expense
Open Space	75% of the prior FY's operating expenses
Parks, Rec & Trails	75% of the prior FY's operating expenses
Conservation Trust / Transit and Mobility	No Fund Balance Reserve Requirement for either Fund
Streets and Alleys	25% of the prior FY's operating expenses
Affordable Housing	50% of the prior FY's operating expenses PLUS annual depreciation expense
Utility Enterprise	25% of the prior FY's operating expenses PLUS annual depreciation expense

The Reserve levels above allow for available Fund Balance to be used on capital acquisition/replacement or to allow the Fund Balance to grow to align with multi-year capital projects (e.g., Streets and Alleys projects). Staff will identify the required and Council-adopted Reserves separately during budget adoption. Staff will continue to monitor Reserve levels to determine if future changes are recommended to protect against negative financial conditions and to align with Council priorities.

Financial Impact:
The Policy has a positive impact to the Town's financial stewardship of public funds.

Legal Review:
The Town Attorney reviewed the draft Resolution and approved it as to form.

Recommendation:
Staff recommends approval of Resolution 19, Series 2025, Adopting the Fund Balance Reserve Policy.

Attachments:

Resolution 19, Series 2025
Fund Balance Reserve Policy
Fund Balance Reserve Policy Presentation

RESOLUTION NO. 19
SERIES 2025

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE FUND BALANCE RESERVE POLICY, EFFECTIVE AUGUST 5, 2025.

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;

WHEREAS, the Town recognizes and generally follows guidance from the Government Finance Officers Association regarding fund balance reserves;

WHEREAS, the Town of Crested Butte, Colorado Town Council (the **"Council"**) has previously directed Town staff to retain certain values of a fund balance in reserve for some future purpose; and

WHEREAS, the Council has agreed to approve a new, "Fund Balance Reserve Policy" (the **"Policy"**) and revoking all prior directives to staff related to a fund balance reserve requirements.

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

Section 1. The Town Council hereby finds that approving the Policy, attached hereto as **Exhibit "A,"** demonstrates the Town's ongoing dedication to being good stewards of public funds and continues its commitment to sound fiscal management.

Section 2. The Council directs Town staff to prepare specific reserves by fund during the annual budget cycle, as defined by the Policy.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 5TH DAY OF AUGUST 2025.

TOWN OF CRESTED BUTTE, COLORADO

_____
Ian Billick, Mayor

ATTEST: (SEAL)

_____
Lynelle Stanford, Town Clerk

EXHIBIT "A"

Fund Balance Reserve Policy

[attach approved Policy here]

FUND BALANCE RESERVE POLICY

Background

The Town of Crested Butte uses an accounting structure consisting of nine funds for different aspects of its operations, each with varying needs and risks that influence the amount of fund balance needed for responsible fiscal management. The purpose of this Policy is to define the fund balance reserve level to be held in each fund. Adequate reserve levels are a necessary component of the Town' s overall financial management strategy and a key indicator of the Town' s financial health. It is essential that governments have a level of savings sufficient for operating cash flow, to provide a backup for revenue shortfalls, to mitigate against uncontrollable costs and a variety of other current and future risks to help ensure stable rates for taxpayers and ratepayers. Fund balance levels are a crucial consideration in long-term financial planning.

This Policy also recognizes that, while positive fund balances provide the Town Council with the ability to respond to and safeguard from uncertainty and risk, excessive fund balances could be used for additional services, accelerate capital replacement and improvement or even result in a reduction of taxes or fees. The Government Finance Officers Association (GFOA) recommends the establishment of a formal policy on the level of fund balance that should be maintained in the General Fund and encourages the adoption of similar policies for all funds. Specifically, the GFOA recommends 2 months of operating expenses as a fund balance reserve for the General Fund and 3 months operating expenses as a fund balance reserve in the Enterprise Fund.

Fund Balance Reserve

The terms 'fund balance' and 'fund balance reserve' are not interchangeable. A fund balance is the net result of all revenues less all expenses since the establishment of the fund. A fund balance reserve is the portion of a fund balance to either not be spent or held for some future purpose.

Crested Butte elects to establish a Fund Balance Reserve as a strategic portion of each fund's fund balance to mitigate future economic uncertainty. The Fund Balance Reserve by Fund shall be clearly identified in the annual budget adoption process and will not be included as an expense line item in the annual budget. Any use of the Fund Balance Reserve during a fiscal year after budget adoption shall require the Town Council's approval of a formal budget adjustment/amendment. The Fund Balance Reserve for each fund may change annually based upon Town Council approval. The Fund Balance Reserve shall be in addition to any statutory (e.g., TABOR), regulatory and/or contractual reserve requirement within a Fund.

Differentiation of Fund Balance Reserves

Crested Butte uses sound judgement in defining individual Fund Balance Reserves for each Fund. A single Fund Balance Reserve across all funds does not take into account the operational and/or capital nature of the Fund nor its revenue volatility. Operating funds are used to pay for daily operations such as Marshals' service, recreation classes and delivery of potable water. Capital funds are used to pay for major investments, such as facility restoration, vehicle replacements and treatment plant construction. These two types of expense categories require vastly different reserve requirements. Additionally, general sales tax revenue economics differ greatly from property tax and/or utility billing revenue streams. Given these factors, Crested Butte chooses to differentiate Fund Balance Reserve requirements by Fund.

In general, Crested Butte elects to maintain 75% of the prior fiscal year's annual operating expenses (9 months), including reoccurring operating transfers and debt service, as a minimum Fund Balance Reserve in each Fund. Additionally, the Town generally seeks to maintain at least one year of depreciation of capital assets as a minimum Fund Balance Reserve for capital-intensive funds.

Fund Balance Reserve Requirements, by Fund

General Fund. The General Fund shall have a Fund Balance Reserve equal to 75% of the prior fiscal year's annual operating expenses, including reoccurring operating transfers.

Capital Fund. The Capital Fund shall have a Fund Balance Reserve, calculated as follows: 75% of the prior fiscal year's annual operating expenses for the Facilities Division, including reoccurring operating transfers; plus, the amount of annual depreciation booked in the Fund for the prior fiscal year. This level of Fund Balance Reserve allows the remaining fund balance to be available for periodic large capital projects, as approved by the Council during budget adoption.

Open Space Fund. The Open Space Fund shall have a Fund Balance Reserve equal to 75% of the prior fiscal year's annual operating expenses. This level of Fund Balance Reserve allows the remaining fund balance to be available for land and/or easement acquisitions when they arise and are approved by the Council.

Parks, Recreation & Trails Fund. The Parks, Recreation & Trails Fund shall have a Fund Balance Reserve equal to 75% of the prior fiscal year's annual operating expenses.

Conservation Trust Fund. The Conservation Trust Fund shall not have a Fund Balance Reserve, however, the Town will grow the necessary fund balance in order to fund future projects.

Streets and Alleys Fund. The Streets and Alleys Fund shall have a Fund Balance Reserve equal to 25% of the prior fiscal year's annual operating expenses. The Street and Alleys Fund is primarily funded by property taxes, which has a low volatility in revenue received year over year. This low volatility allows for a reduced Fund Balance Reserve requirement to meet ongoing operational needs. Additionally, this Fund is intended to grow in order to meet funding requirements of the 5-year major street improvement cycle.

Affordable Housing Fund. The Affordable Housing Fund shall have a Fund Balance Reserve equal to 50% of the prior fiscal year's annual operating expenses (including debt service) plus

the annual depreciation expense booked into the Fund. Rental revenue makes up approximately 30% of the Fund's revenues, which is less volatile than vacation rental tax. This low volatility allows for a reduced Fund Balance Reserve requirement.

Transit and Mobility Fund. The Transit and Mobility Fund shall not have a Fund Balance Reserve since there are minimal discretionary expenses aside from the contractual requirement with Mountain Express, which is conditioned to revenues received.

Utility Enterprise Fund. The Utility Enterprise Fund shall have a Fund Balance Reserve equal to 25% of the prior fiscal year's annual operating expenses (including debt service), plus the amount of annual depreciation booked in this Fund for the prior fiscal year. This Reserve is in addition to the necessary 3-month operations and maintenance reserve for Water and Wastewater required by the Town's debt issuers.

Allowable Use of Fund Balance and Fund Balance Reserves

The Town Council has the ultimate decision in establishing Fund Balance Reserve requirements. From a Policy perspective, the Town Manager will provide the Town Council with an annual recommendation as to the Fund Balance Reserve requirements, by Fund. The Town Manager will also recommend to the Town Council potential uses of available fund balance above the Fund Balance Reserve and any other statutory, regulatory and/or contractual reserve requirements.

As described in the introduction of this policy, Fund Balance Reserves are established for a variety of reasons as a safeguard from certain types of financial risks and to provide stability for our constituents. Therefore, the occurrence of one or more of the factors from which the Fund Balance Reserves are intended to insulate the Town would justify their use. Fund Balance Reserves should not be used to fund normal operations.

Unrestricted, Fund Balance Reserves could be used for operating needs should one or more of the situations described in this policy occur:

- Unexpected revenue shortfall
- One-time expenditures outside the scope of normal on-going operations
- Unusual operating cash flow needs, such as pending collection of a large grant receivable (ie. timing difference between accrual based and cash-based accounting)

The Fund Balance Reserve for any Fund may be drawn upon on recommendation of Staff with Council approval to compensate for an expected shortfall. A minimum Fund Balance Reserve of twenty five percent (25%) of annual appropriated expenditures must remain at all times where a Fund Balance Reserve is required. Staff' s recommendation to draw upon the Fund Balance Reserve must include a replenishment schedule to begin within twelve months of the draw and result in full replenishment of the reserve requirement within thirty-six months of the draw. Staff shall review all planned expenditures to identify potential cost savings and purchases/projects that can be deferred without serious adverse implications prior to recommending use of a Fund's Fund Balance Reserve.

Replenishment

Should a Fund Balance Reserve balance fall below the required level, the following guidance shall be followed to replenish the balance. As a financial management priority, it shall be the Town's intent to replenish fund balances equal to or greater than the Fund Balance Reserve as soon as economic conditions allow, generally within one to three years.

Any non-recurring revenues or budget surpluses may be used to replenish Fund Balance Reserves. In addition, operating expenditures should be controlled and capital projects may need to be deferred to replenish Fund Balance Reserves.

Advisory Nature of Policy

The criteria established within this policy are advisory only. Nothing shall affect the authority and duty of the Town Manager with respect to budget recommendations. Further, nothing therein shall be construed to limit or modify the authority and duty of the Town Council to approve annual budgets in its sole and absolute discretion in future fiscal years.

Approvals:

Date	Name	Resolution #
8/5/2025	Town Council	2025-19

Revision History:

Version	Date Revised	Reason for Change

Fund Balance Reserve Policy

TOWN COUNCIL

AUGUST 5, 2025



Fund Balance Reserve Policy

Staff seeks approval of Resolution 19, Series 2025 Adopting the Fund Balance Reserve Policy

Why A Fund Balance Reserve?

- Demonstrates Strong/Responsible Fiscal Management
- Necessary for Long-Term Financial Planning
- Provides a Financial Cushion Against:
  - Revenue Shortfalls
  - Uncontrollable Costs
  - Significant Economic Crisis
- Mitigates Against Retaining Excessive Fund Balances
- GFOA Recommendation:
  - General Fund – 2 months of operating expenses
  - Enterprise Fund – 3 months of operating expense

Fund Balance vs. Fund Balance Reserve

Fund Balance = Revenue – Expenses (cumulative, over time)



Fund Balance Reserve = % of FB Set Aside for Future



Fund Balance Reserve Recommendations

Fund	Fund Balance Reserve Calculation
General	75% of the prior FY's operating expenses, including ongoing transfers. (Estimated Fund Balance Reserve = $5.6M)
Capital	75% of the prior FY's operating expenses for Facilities Division, including ongoing transfers PLUS the amount of annual depreciation in the Fund. (Est FBR = $1.8M)
Open Space	75% of the prior FY's operating expenses. (Est FBR = $157K)
Parks, Rec & Trails	75% of the prior FY's operating expenses. (Est FBR = $874K)
Conservation Trust/Transit and Mobility	No Fund Balance Reserve Requirement for either Fund.
Streets and Alleys	25% of the prior FY's operating expenses. (Est FBR = $279K)
Affordable Housing	50% of the prior FY's operating expenses PLUS the amount of annual depreciation in the Fund. (Est FBR = $767K)
Utility Enterprise	25% of the prior fiscal year's operating expenses PLUS the amount of annual depreciation in the Fund. (Est FBR = $1.5M)

2025 BUDGET

	Government Funds							Utility Enterprise Fund			
	General Fund	Streets & Alley Fund	Affordable Housing Fund	Capital Fund	Parks, Recreation & Trails Fund		Open Space Fund	Water	Wastewater	Trash	TOTAL
					Parks	Recreation					
TOTAL EXPENSES	**$7,226,138**	**$2,240,075**	**$6,223,320**	**$3,993,070**	**$1,190,914**	**$245,145**	**$299,407**	**$4,328,500**	**$3,414,078**	**$353,409**	**$31,173,178**
NET SURPLUS/(DEFICIT) BEFORE TRANSFERS	**$158,855**	**($555,745)**	**($4,385,557)**	**($1,445,280)**	**($269,679)**	**($146,445)**	**$829,093**	**($1,953,790)**	**($43,602)**	**$14,511**	**($7,815,213)**
FUND TRANSFERS	($183,068)	$0	$1,422,567	($1,703,614)	$281,047	$149,494	$0	$0	$0	$0	**$0**
PROJECTED NET SURPLUS/(DEFICIT) in 2025	**($24,213)**	**($555,745)**	**($2,962,990)**	**($3,148,894)**	**$11,368**	**$3,049**	**$829,093**	**($1,953,790)**	**($43,602)**	**$14,511**	**($7,815,213)**
Fund Balance 12/31/2023	$9,771,177	$2,130,774	$124,151	$7,618,634	$0		$3,260,288		$6,629,684		$29,555,822
Projected Fund Balance 12/31/2024	$9,056,297	$981,716	$3,941,639	$6,990,591	$1,153,381		$2,345,186		$9,058,902		$33,564,826
Projected Fund Balance 12/31/2025	**$9,032,084**	**$425,971**	**$978,649**	**$3,841,697**	**$1,167,798**		**$3,174,279**		**$7,076,021**		**$25,749,614**
Existing Reserve Req (100% of O&M)	**($7,226,138)**	**($1,116,075)**	**($1,150,874)**	**($757,859)**	**($1,165,059)**		**($209,407)**		**($3,236,987)**		**($16,521,521)**
Available Fund Balance 12/31/2025	**$1,805,947**	**($690,104)**	**($172,225)**	**$3,083,839**	**$2,739**		**$2,964,872**		**$3,839,034**		**$9,228,093**
Recommendation Below:											
Required Reserve (statutory/reg/contract)	**($726,000)**	**$0**	**$0**	**$0**	**$0**		**$0**		**($720,894)**		**($1,446,894)**
Fund Balance Reserve Calculation - Final	75% of prior year ops, including ops Transfers	25% of prior yr ops	50% of prior yr ops plus prior yr depreciation (~$194K)	75% of prior yr ops , including ops Transfers plus prior yr depreciation (~$1.2M)	75% of prior yr ops		75% of prior yr ops		25% of prior yr ops plus prior yr depreciation (~$680K)		
Fund Balance Reserve - Final	**($5,556,904)**	**($279,019)**	**($769,437)**	**($1,768,394)**	**($873,794)**		**($157,055)**		**($1,489,247)**		**($10,893,850)**
Projected Available Fund Bal 12/31/2025	**$2,749,180**	**$146,952**	**$209,212**	**$2,073,303**	**$294,004**		**$3,017,224**		**$4,865,880**		**$13,408,869**

Note: General Fund *Required Reserve* is for TABOR; Enterprise Fund *Required Reserve* is debt issuer-required 25% O&M reserve (Water and Wastewater only)

Triggers for Use and Replenishment of FBR

- Triggers (not exhaustive):

  Unexpected Revenue Shortfall

  One-time Expenditure Outside the Scope of Normal Operations

  Unusual Operating Cash Flow Needs (e.g., grant receivable outstanding)

- Replenishment

  Must maintain a minimum 25% Fund Balance Reserve by Fund (when FBR is required)

  Town Manager/Staff recommendation to commence replenishment within 12 months of draw down; full replenishment within 36 months of the draw down.

Recommended Motion

Move approval of Resolution 19, Series 2025: Adopting the Fund Balance Reserve Policy

Staff Report
August 5, 2025

To: Mayor and Town Council

Prepared By: Shea D Earley

Thru: Dara MacDonald

Subject: Ordinance No 7, Series 2025 – An Ordinance of the Crested Butte Town Council Approving the Repeal and Replacement of Chapter 13 Article 5

Summary:
Ordinance No 7, Series 2025 would repeal and replace Chapter 13, Article 5 - Refuse and Sanitation System, of the Town Code. The primary purpose for this revision is to implement the Save As You Throw (SAYT) Program.

Previous Council Action:
January 6, 2025 – Initial discussion of SAYT Program and curb side composting.
April 21, 2025 – Council Work Session to discuss the proposed SAYT Program.
April 21, 2025 – Council adopted the 2030 Climate Action Plan which includes an implementation action to "adopt a Save-As-You-Throw (SAYT) waste ordinance."

Background:
During the renewal process of the WM Municipal Refuse and Recycling Collection and Disposal Services Contract, Town Staff and WM saw an opportunity to more concertedly pursue the rollout of a "Save-as-You-Throw" (SAYT) waste program, which was noted in the previous contract but not seriously explored. Staff brought this concept forward to Town Council on January 6, 2025, to discuss whether Council had interest in rolling out a SAYT program and incorporating a stronger commitment to doing so in the contract with WM. At the April 21, 2025 Council Work session, Council reviewed more details about the program and affirmed their desire to implement a SAYT program.

The SAYT program, commonly referred to as "Pay as You Throw", allows customers to choose a bin size based on the size of the household and the corresponding amount of trash produced. In addition, the SAYT program would continue to incorporate the existing recycling program. Pricing for the program varies with the size of the refuse container selected by a household, with pricing increasing significantly for the largest bin size. Coupled together, refuse and recycling programs facilitate waste diversion to the landfill and recycling centers, while incentivizing customers to choose a smaller bin by the introduction of a tiered rate system, based on bin size.

Discussion: Currently, all residential waste & recycling customers in Crested Butte pay a flat monthly rate of $28.97 regardless of bin size. Along with trash service, customers also receive bi-weekly curbside recycling service. Currently, 74% of trash bins in Crested Butte are 96-gallon size. Peer communities who have implemented similar programs have reported roughly a 50% shift away from the largest bin size.

The approval of Ordinance No 6 would codify the following changes to the Town's Refuse Collection and Sanitation System:

1. Under a SAYT program, customers would choose one of three bin sizes:
    a. 32 gallon bin at $24.62 ($4.35 monthly reduction from current rates)
    b. 64 gallon bin at $27.23 ($1.74 monthly reduction from current rates)
    c. 96 gallon bin at $40.56 ($11.59 monthly increase from current rates)
2. Bin size can be chosen or changed on an annual basis in September, for a fee adopted by the Town Council (currently proposed at $25).
3. Bin sizes can be changed if there is a change in account responsibility, at no charge.
4. Clarifying requirements to opt out of the Town's residential waste collection program to align with State statutes and refuse contract
    a. Opt Out Requirments:
        i. A single building consists of both residential and commercial uses and the entire building is owned by one (1) owner;
        ii. A single or multiple building property consists of both residential and commercial uses owned by different owners within the same property in which the common elements, as such term is defined under the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq., C.R.S. (CCIOA), are owned and managed by a homeowners' or unit owners' association;
        iii. Four (4) or more dwelling units within the same building are owned by the same owner;
        iv. Four (4) or more dwelling units are owned by different owners within a single or multiple building property in which the common elements, as such term is defined under the CCIOA, are owned and managed by a homeowners' or unit owners' association.
    b. Properties will maintain their current status, meaning properties that have opted out will continue to not receive trash service from the Town.
5. Removal of the reduced collection rate for income qualified individuals.
    a. Currently, the reduced collection rate is only being applied to one account.
    b. Already have a 50% discount on the base rate for water and sewer service.
6. Service charges shall be due on or before the 20th of each month which aligns with current practice.
7. Customers would continue to receive bi-weekly recycling pick up.

Climate Impact:
The development of the SAYT program stems from the 2019 Climate Action Plan (CAP) directive to "explore options with Waste Management (WM) for increased waste diversion from landfills"

and the 2030 CAP's recommended action to "Adopt a Save-as-you-Throw waste ordinance". WM reported an 24% average recycling rate for 2024, and participation in the residential drop off program remains at about 50 participants, on average. A SAYT program paired with free recycling and possibly a compost program will motivate community members to increase recycling rates and compost program participation to divert organic waste away from the landfill, reducing methane. Waste emissions represent approximately 3% of the Town of Crested Butte's total 2022 GHG emissions. Changes in recycling rates, organic diversion rates, and their emissions impacts, will be tracked over time as this program is implemented.

Financial Impact:
Proposed rate changes for weekly refuse collection:

Container	Price per month
96 gl (current)	$28.97
32 gl (SAYT)	$24.62
64 gl (SAYT)	$27.23
96 gl (SAYT)	$40.56

Monthly charges include bi-weekly curb side recycling pick up.

An updated fee schedule will be presented for Council consideration at the August 18th meeting, concurrent with 2nd reading of this ordinance, implementing these new fees. Once enrollment for various bin sizes has been affirmed and financial impacts understood, staff may bring additional fee changes forward for Council consideration as part of the 2026 budget adoption. Otherwise, fees will be adjusted annually as part of the contract with WM according to CPI and other commodity factors.

Legal Review:
The Town Attorney has assisted staff with drafting and reviewing the proposed Ordinance.

Recommendation:
Staff recommends that Town Council set for public hearing Ordinance No 7, Series 2025 repealing and replacing Chapter 13, Article 5: Refuse and Sanitation Systems

Proposed Motion:
A Council member should make a "motion to set Ordinance No 7, Series 2025 for public hearing on August 18, 2025" followed by a second and roll call vote.

ORDINANCE NO. 7
SERIES 2025

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL REPEALING AND REPLACING CHAPTER 13, ARTICLE 5 OF THE CRESTED BUTTE MUNICIPAL CODE.

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 public under and by virtue of the Colorado Constitution and laws of the State of Colorado; and

WHEREAS, the Town Council has determined that implementation of Save As You Throw pricing for refuse removal helps to incentivize waste reduction practices and furthers greenhouse gas emissions goals; and

WHEREAS, Town Council finds it is necessary and proper to repeal and replace Chapter 13, Article 5 of the Crested Butte Municipal Code as provided in this ordinance.

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

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

Section 2. Chapter 13, Article 5 of the Crested Butte Municipal Code is hereby repealed and replaced as provided for on the attached **Exhibit A**.

Section 3. Following adoption and noticing of this ordinance the effective date for solid waste will be for services billed on October 31, 2025

Section 4. Upon the effective date of this ordinance, the codifier is hereby authorized to renumber the Code in conformance with these amendments.

INTRODUCED, READ, AND SET FOR PUBLIC HEARING THIS 5TH DAY OF AUGUST 2025.

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

TOWN OF CRESTED BUTTE, COLORADO

ATTEST: By:_____
Ian Billick, Mayor

_____
Lynelle Stanford, Town Clerk

Exhibit A

ARTICLE 5 Refuse and Sanitation System

Sec. 13-5-10. Definitions.

For the purposes of this Article, the following terms shall have the meanings given in this Section:

Residential property means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. For purposes of this Article, a residential property may consist of a single or multiple building property containing no more than seven dwelling units. Further, a residential property may be part of a building with both residential and commercial uses.

Recyclable materials means those materials including but not limited to metals, glass, plastic, wood, and paper that are intended for remanufacturing or reconstitution identified by the Town or their contractor, which may be collected and conveyed by the Town or its contractors, and which are identified as *recyclable materials* and placed in designated recycling bins.

Refuse means all putrescible and nonputrescible domestic wastes, including, among other things, trash, garbage, rubbish, and solid wastes; provided, however, that *refuse* shall not include human body wastes, medical wastes, dead animals, highly inflammable or explosive materials or ashes.

Sec. 13-5-20. Compulsory refuse collection;.

(a) Every owner or occupant of a premises within the Town shall provide for the collection and disposal of refuse in accordance with the regulations of this Article.

(b) The Town's system of refuse collection and disposal for residential users shall consist of weekly pickup and disposal of all refuse properly deposited into the system in accordance with the regulations adopted pursuant to this Article.

(c) The Town's system of recyclable materials collection and disposal for residential users shall consist of bi-weekly pickup and disposal of all recyclable materials properly deposited into the system in accordance with the regulations adopted pursuant to this Article.

(d) Owners or occupants of premises within the Town that are not defined as residential properties per this Article shall arrange privately for routine removal of refuse and recyclable materials.

(e) The Town shall have the authority to choose the proper pick-up location and type of refuse container for residential properties, be it an individual container or dumpster

(f) All refuse accumulated at or generated by the occupants of any residential property within the Town shall be collected, conveyed and disposed of by the Town or its contractors. No other person shall collect, convey over any of the streets or alleys of the Town or dispose of any refuse accumulated at or generated by the occupants of any dwelling; provided, however, that this Article shall not prohibit the actual producer of refuse, or the owner or occupant of a dwelling at which refuse has accumulated, from personally collecting, conveying and disposing of bulky refuse of a type not normally collected by the Town or its contractors. All commercial users must dispose of refuse and recyclable materials generated by such use.

Sec. 13-5-30. Opt-out requirements

(a) The occupants of any residential property that meets any of the following qualifications may opt out of the Town's compulsory refuse and recycling collection requirements described in Subsection (a) above when:

(1) A single building consists of both residential and commercial uses and the entire building is owned by one (1) owner; or

(2) A single or multiple building property consists of both residential and commercial uses owned by different owners within the same property in which the common elements, as such term is defined under the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq., C.R.S. (CCIOA), are owned and managed by a homeowners' or unit owners' association; or

(3) Four (4) or more dwelling units within the same building are owned by the same owner; or

(4) Four (4) or more dwelling units are owned by different owners within a single or multiple building property in which the common elements, as such term is defined under the CCIOA, are owned and managed by a homeowners' or unit owners' association.

(b) For any of the four (4) exemptions described in Subsection (a) above, the owner or association must elect to opt out of the Town's compulsory refuse and recycling collection requirements in writing to the Town Manager on forms provided by the Town. Such election shall adequately describe the property subject to the election and how the property will be served for refuse removal.

(1) The exemption shall become effective the next succeeding calendar month when the election is received by the Town Manager before the first day of the preceding calendar month. Any election given after the first day of the calendar month shall become effective in the calendar month immediately following the succeeding calendar month.

(d) The election by the owner or association will remain in effect until the owner or association otherwise notifies the Town Manager in writing, which shall be given before the tenth day of the preceding calendar month to be effective in the next succeeding calendar month. Any notice given after the tenth day of the calendar month shall become effective in the calendar month immediately following the succeeding calendar month.

(e) Any property owner or association that has elected out of or is not subject to the Town's compulsory refuse and recycling collection requirements as described herein must obtain adequate refuse collection service to comply with this Chapter.

Sec. 13-5-40. Refuse containers and precollection practices.

(a) All residential properties within the Town shall select at least one (1) of the refuse container sizes set forth by the Town Council in the fee schedule.

(b) No refuse container shall be placed in the right-of-way for curbside pickup other than between the hours of 6:00 a.m. and 8:00 p.m. of the day for scheduled collection. After pickup, all refuse containers must be removed from the right-of-way.

(c) Refuse and recycling from residential users shall be deposited either in a lidded refuse container or lidded dumpster in serviceable condition. Refuse containers shall have a capacity of 32-, 64-, or 96-gallons.

(d) An individual residential user who is served by refuse containers may select their container size annually in September, which size shall not be changed other than on change of account responsibility. The adjustments to container size shall become effective the next succeeding calendar month when the election is received by the Town or their contractor before the tenth day of the preceding calendar month. Any election due to a change of account responsibility given after the tenth day of the calendar month shall become effective in the calendar month immediately following the succeeding calendar month.

(e) All refuse containers and dumpsters shall be placed for municipal collection at ground level on the premises of the owner of said container, not more than ten (10) feet and accessible from the street or alley from which collection is made, and accessible by the automated collection truck. Refuse containers and dumpsters shall be deemed inaccessible, as required by this subsection, unless a path through accumulated snow has been made from the street or alley to the refuse container or dumpster. All refuse, before being placed in a container, shall be:

(1) Drained of all free liquids; and

(2) Wrapped in plastic bags, paper or other similar material to prevent contamination of the container.

(f) For the protection of wildlife, all refuse containers must be managed in accordance with Sec 7-5-320, 7-5-330, and 7-5-340. Use of wildlife resistant refuse containers is strongly encouraged. Any wildlife resistant container not provided by the Town or their contractor must be unlocked by 7:00 a.m. on pickup day by the customer.

(g) Containers for co-mingled recyclable materials are provided by the Town or their contractor. These may be placed for bi-weekly collection under the same requirements as refuse containers.

(h) Replacement refuse or recyclable material containers can be provided upon request or as required due to damage or deteriorated condition. A replacement fee will be charged to the customer.

(c) Tree trimmings, hedge clippings and other bulky materials need not be placed in containers for collection but shall be cut in lengths not to exceed four (4) feet and shall be securely tied in bundles not more than two (2) feet thick before being deposited for collection.

Sec. 13-5-40. Compulsory refuse and recycling collection fee.

(a) The owner of every residential property, not exempt under Section 13-5-30, within the Town shall pay to the Town each month the amount of fee established by the Town Council. That fee is set forth in the fee schedule.

(b) All service charges shall be paid monthly on or before the 20th of the month at the office of the Town. In the event of default or tardiness in any payment required by this Article, there shall be added a delinquency charge, plus the reasonable costs of collection, including attorney's fees. Service charges shall be charged against the property owner commencing upon the issuance of a certificate of occupancy or at the time of actual occupancy, whichever occurs first. Any delinquent payment shall constitute a lien against the property served and shall be collectible in the manner of delinquent taxes.

Sec. 13-5-50. Limitation on quantity collected.

(a) The refuse collection program entitles the owner or occupant of each residential property within Town to have the Town or its contractors collect, once each week (bi-weekly for recyclable materials), the volume of refuse or recyclable materials that can be contained in the household’s selected refuse container and provided recycling container, respectively.

(b) The owner or occupant may contact the contractor directly if they have additional refuse to be collected. The fee for this service is that set forth in the fee schedule adopted by the Town Council.

Sec. 13-5-60. Waste receptacles on public property.

It is unlawful for any person or business entity to place a waste receptacle of any size on public property except as follows:

(1) Receptacles placed by, at the direction of or with the written consent of the Town; and

(2) Receptacles temporarily placed for residential collection, as set forth in Section 13-5-40 above.

Sec. 13-5-70. Violation; penalty.

Any person who violates the provisions of this Article shall be fined in accordance with the provisions of Section 1-4-20 of this Code.

City of Gunnison City Council Agenda

Regular Session
Tuesday, July 22nd, 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: 120 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.
Staff Contact: Townes Bakke, Western Colorado University Student Representative
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. Update: Water System Improvement Project

Background: Staff will provide an update on the status of funding, design and construction of a new water treatment plant, intake, and distribution system.
Staff Contact: Pete Rice, P.E., Public Works Director
Public Comment: not applicable.
Action Requested of Council: No action requested; update only.
Estimated time: 20 minutes

B. Contract Award, External Communications and Engagement Plan

Background: At the May 27, 2025, Regular Session, Council authorized staff to solicit proposals from a qualified consultant to develop and support the implementation of an external Communications and Engagement Plan for the City of Gunnison.
Staff Contact: Erica Boucher, City Clerk
Public Comment: limited to three minutes per speaker.
Action Requested of Council: Consider a motion to authorize the City Manager to negotiate and sign a contract for services for the City of Gunnison's External Communications and Engagement Plan with Slate Communications for a total amount of $33,300.
Estimated time: 15 minutes

C. Ordinance No. 2, Series 2025, Second Reading: *An Ordinance of the City Council of the City Of Gunnison, Colorado, Amending Chapter 5.40 Animals, Section 5.40.070 Animal Shelter*

Background: Under Gunnison City Code Chapter 5.40 (Animals), Section 5.40.070 (Animal Shelter), animals that are abandoned, running at large, or whose owners have been arrested or otherwise lawfully detained may have their animals impounded. The current holding period is 5 days, if the owner can be provided notice, and 10 days total. Modifying the Code to extend the holding period before transferring ownership of animals to GVAWL from 5 days to 10 days could better accommodate individuals who may be temporarily unable to retrieve their pets.
Staff Contact: Sam Costello, Police Chief
Public Comment: limited to three minutes per speaker.
Actions Requested of Council: Introduce Ordinance No. 2, Series 2025, and read the ordinance by Title only; and 2) Consider a motion to adopt Ordinance No. 2, Series 2025, on second and final reading.
Estimated time: 5 minutes

D. Award Construction Contract, Change Order No. 3, North 12th Street Mill and Overlay Scope

Background: The 12th Street Mill and Overlay project is actively underway. An owner-initiated change order is requested to ensure sufficient asphalt thickness, consistent with the field order.

Staff Contact: Pete Rice, P.E., Public Works Director
Public Comment: limited to three minutes per speaker.
Action Requested of Council: Consider a motion to approve Change Order #3 with Pavement Management Services in the amount of $192,016.65 to increase the total contract amount to $1,142,712.95.
Estimated time: 20 minutes

VIII. New Business

A. Resolution No. 15, Series 2025: *A Resolution of the City Council of the City of Gunnison, Colorado, Directing the City Clerk of the City of Gunnison to Conduct an Election Scheduled for November 4, 2025, Coordinated with the County of Gunnison, Colorado*

Background: On November 6, 2018, electors of the City of Gunnison approved Ballot Question 2A amending the Gunnison Home Rule Charter to make the City's regular election date the first Tuesday in November of odd numbered years and to coordinate elections with Gunnison County.
Staff Contact: Erica Boucher, City Clerk
Public Comment: limited to three minutes per speaker.
Action Requested of Council: Introduce Resolution No. 15, Series 2025, and read the resolution by Title only; and 2) Consider a motion to adopt Resolution No. 15, Series 2025.
Estimated Time: 10 minutes

B. Intergovernmental Agreement (IGA) with Gunnison County to Conduct a Coordinated Election

Background: Per State Statutes, the City must enter into an Intergovernmental Agreement (IGA) with Gunnison County to participate in the November 4, 2025, Coordinated Election. August 26th is the deadline for the local jurisdiction to submit a signed IGA to the County Clerk confirming participation in the 2025 Coordinated Election.
Staff Contact: Erica Boucher, City Clerk
Public Comment: limited to three minutes per speaker
Action Requested of Council: Consider a motion to authorize the City's Designated Election Official to sign the IGA between the City of Gunnison and Gunnison County for the City's participation in the November 4, 2025, Coordinated Election.
Estimated Time: 10 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

City Council official audio recordings and publicly noticed meetings minutes can be viewed at www.gunnisonco.gov

GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA

DATE: **Tuesday, July 22, 2025**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

8:30 am

- Call to Order
- Request for Extension of Time to File Audit; 12/31/2024; Finance
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

8:35 am

- Gunnison County Stockgrowers' Association; Wolf Reintroduction 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)

*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.*

From: Ruth Carver
To: Town Council
Subject: VvrAcademy Place Public Space
Date: Monday, July 14, 2025 10:16:13 PM

Crested Butte Town Council,

I have a question regarding the Academy Place courtyard space which was approved for Public use. My memory is of approval of the center open courtyard to be available for Public use.
Currently all gates to the inner courtyard have signs saying “Guests Only”.
I inquired at the office and was told only the sidewalk down the middle is available to the public. I asked if the lawn chairs could be used by the public and was told “Guests only.”
Please clarify what in the courtyard is open to all. Also, the “ Guests Only” signage on All gates forbids public use.
Thank you.
Ruth Turnquist Carver
506 Teocalli Avenue
Crested Butte

From: Ruth Carver
To: Town Council
Subject: Academy Place courtyard restrictions
Date: Tuesday, July 15, 2025 8:57:35 AM

Some people who received this message don't often get email from ruthac48@gmail.com. Learn why this is important

Followup to letter yesterday questioning policy.
Ruth Turnquist Carver


AP Guests Only


Guests Only

From: Shane Biery
To: Town Council
Subject: Rental Limitations and Home Remodel
Date: Tuesday, July 15, 2025 11:57:11 AM

Some people who received this message don't often get email from shanebiery@gmail.com. Learn why this is important

Good morning,

My family owns the home at 315 Elk Avenue. We are currently looking into options for this home and have some questions regarding rental limitations and home renovation stipulations.

With this being in the historic district, what are the guidelines we need to follow when it comes to the renovation? Is there a document that details the requirements for this process?

Also, what are options for renting the home out? Is this house eligible for short term rentals? Or would we have 30-day minimum requirements?

Thank you in advance for your help!