

Public Notice



Mt. Crested Butte Water & Sanitation District
Regular Board Meeting Agenda
[Tuesday, January 14, 2025, 5:00 p.m.](#)

Please Follow the Link Below:

<https://zoom.us/my/mcbwsdboardmeeting>

Or by Phone Dial: 1-301-715-8592

Meeting ID: 255 390 9337 (press # for participant ID)

Online Password: 8F5HVz

Board Meeting Agenda

1. Call to Order
2. Citizens Comment Period
 - Citizens may make comments on items NOT scheduled on the agenda. Per Colorado Open Meetings Law, no Board discussion or action will take place until a later date, if necessary. You must sign in before speaking. Comments are limited to three minutes.
3. Approve Meeting Minutes
 - [December 12, 2024](#)
4. Designate Meeting Location & Notices Posting Location
 - Second Tuesday of Each Month at 5:00 pm, <https://zoom.us/my/mcbwsdboardmeeting> or 100 Gothic Road, Mt. Crested Butte, CO 81225
 - Notices Posted: MCBWSD Website (WWW.MCBWSD.COM) and 100 Gothic Road, Mt. Crested Butte, CO 81225
5. Potential Reorganization of the Board
6. [Update Transparency Notice](#)
7. [Resolution 2025-1 Designate Election Official](#)
8. [Discussion of 2025 Election Openings and Deadlines](#)
9. Discussion of a Polling Place Election versus a Mail in Ballot Election
10. [Resolution 2025-2 Appropriate Sums of Money](#)
11. [Resolution 2025-3 Bridges of Columbine Final Acceptance](#)
12. [District Manager Report](#)
13. District Goals 2025

14. [December 2024 Financial Report](#)
15. Legals
16. New/Old Business Before the Board
17. Executive Session
 - *Consideration of an executive session to be held pursuant to C.R.S. § 24-6-402(4)(b) and (e)(I), which concern respectively, conferences with the District's general counsel for the purpose of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators in order to discuss the Collections Interceptor Line.*
18. Potential Discussion and Action Regarding the Collections Interceptor Line
19. Executive Session
 - *Potential executive session for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) (District Manager Annual Review) and NOT involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.*
20. Potential Discussion and Action on the Subject Matter to be Discussed in Executive Session
21. Adjourn

The Board may address individual agenda items at their discretion as necessary to accommodate the needs of the Board and audience.

**MINUTES OF THE
PUBLIC HEARINGS & REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
MT. CRESTED BUTTE WATER AND SANITATION DISTRICT
DECEMBER 12, 2024**

Public Hearings and Regular Meeting of the Mt. Crested Butte Water and Sanitation District (District) Board of Directors was held at 5:00 pm on Thursday, **December 12, 2024**, via <https://zoom.us/my/mcbwsdboardmeeting>.

Members of the Board of Directors in attendance at the Public Hearings and the Regular Board Meeting were as follows: Nancy Grindlay - Vice Chair, Jonathan Ferrell - Treasurer, and Jenn O'Brien - Board Member

Nancy Woolf - Chair and Brian Brown - Board member had excused absences

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Also present were:

Mike Fabbre - District Manager, Adam Bembenek - Wastewater Supervisor, Tracy Davenport - Accounts Payable Coordinator, Kent Fulton - Finance Manager, Kyle Koelliker - Water Supervisor, Marcus Lock - District's Attorney, Members of the Public, Kim Wrisley - Recorder

Board Meeting Agenda

1. Call to Order

- The regular meeting of the Board of Directors was called to order by Grindlay at 5:06 pm and a quorum was present.

2. Citizen Comment Period

- No citizens presented comments.

3. Approve Meeting Minutes

- November 12, 2024

MOTION by Ferrell and seconded by O'Brien to approve the November 12, 2024 regular meeting minutes as submitted. Motion voted in favor.

There was discussion regarding consideration to amend the meeting agenda. It was decided that items #14-17 (two Executive Sessions and potential discussions) should be postponed until the January meeting when more Board members are expected to be present.

MOTION by O'Brien and seconded by Grindlay to alter the agenda by removing items #14-17 until a larger number of Board members are present. Motion voted in favor.

4. Public Hearing on Budget

- The Public Hearing on Budget was called to order by Grindlay at 5:10 pm and a quorum was present.
- Notice of the hearing was publicized in the Crested Butte News on November 14, 2024. Board members do not have any conflicts of interest to disclose regarding their participation in the Public Hearing and the budget discussion.
- Fulton reviewed the 2025 Draft Budget, highlighting potential long-term capital projects, capital repairs & maintenance and a 6% increase to User Fees, Availability of Service Fees and Tap Fees.
- The only change to the Draft Budget since it was presented in October is the addition of a 6% increase to Tap Fee rates.
- No public comments were presented and the comment period was closed.
- The Public Hearing on Budget was closed at 5:16 pm by Grindlay.

5. Public Hearing on 2025 Rates and Fees

- The Public Hearing on the 2025 Rates and Fees was called to order by Grindlay at 5:16 pm and a quorum was present.
- Notice of the hearing was published on the District website on November 12, 2024.
- Fulton presented a draft of the 2025 Rates and Fees, explaining the 6% increase is to cover the rise in costs.
- No public comments were presented and the comment period was closed.
- The Public Hearing on 2025 Rates and Fees was closed at 5:18 pm by Grindlay.

6. Nominate Budget Officer – Resolution No. 2024-4

MOTION by O'Brien and seconded by Grindlay to approve Resolution No. 2024-4, appointing the 2025 budget officer for the Mt Crested Butte Water & Sanitation District for the budget year 2025 and nominating Kent Fulton as that officer. Motion voted in favor.

7. Approve 2025 Mill Levy Rate – Resolution No. 2024-5

MOTION by Grindlay and seconded by O'Brien to approve Resolution No. 2024-5, fixing the rate of levy upon taxable property within the Mt Crested Butte Water and Sanitation District, A Colorado Special District, for the year 2025. Motion voted in favor.

8. Approve 2025 Final Budget, Rates and Fees – Resolution 2024-6

MOTION by Grindlay and seconded by O'Brien to approve Resolution No. 2024-6, adopting the budget for the Mt Crested Butte Water and Sanitation District, A Colorado Special District, for the calendar year commencing January 1, 2025 and ending December 31, 2025. Motion voted in favor.

9. District Manager Report

- Fabbre highlighted a few items and noted that additional items can be seen on the report included in the agenda packet.
- The District has hired Nicole Bogenschuetz as the new Capital Projects Supervisor. Her start date is January 2, 2025.
- Fabbre celebrated staff anniversaries. Adam Bembenek 2017, Adam Huisman 2021, Kent Fulton 2022.
- Staff had a 10-hour OSHA Safety Training event on December 11 & 12, 2024.
- There was an emergency water main line break on December 2, 2024 near 13 Castle Drive and repairs are complete.

10. Emergency Water Main Line Repairs Discussion

- Fabbre and Koelliker reviewed the nine emergency main line breaks of 2024. These breaks are mainly attributed to the aging infrastructure of the District, which is approximately 50 years old, and antiquated installation practices. The District and its customers are appreciative of the efficient teamwork that was key in helping these challenging repairs occur quickly and smoothly.
- Continued repairs to the flow fill at 500 Gothic Road took place this week, pouring concrete as a temporary solution until the asphalt plants re-open in the spring.

11. November 2024 Financial Report

- Fulton noted that the District is anticipating invoices in the near future from the contractors that assisted on the recent main line breaks.
- \$80K was paid out to Concrete Conservation, LLC for slip line work done this fall on sewer lines.
- There was a review of the consulting expenses paid out for the Long Lake project.

MOTION by O'Brien and seconded by Ferrell to approve the November 2024 Financial Report as submitted. Motion voted in favor.

12. Legals

- Lock gave a summary of the projects he has been working on with Fabbre.

13. New/Old Business Before the Board

- No new/old business was discussed.

14. Adjourn

MOTION by Grindlay and seconded by Ferrell to adjourn the regular board meeting at 5:48 pm. Motion voted in favor.

A large, light blue, semi-transparent watermark with the word "Draft" in a bold, sans-serif font, tilted slightly upwards to the right. A small blue circle is positioned to the left of the letter "D".

Drafted by: Kimberley Wisley

Submitted by: Kent Fulton

**2025 SPECIAL DISTRICT
"TRANSPARENCY NOTICE"**
Notice to Electors 32-1-809 C.R.S.

Date _____

Legal Name of

Special District: Mt. Crested Butte Water & Sanitation District

This information must be provided¹ annually to the eligible electors of the district between November 16 and January 15.

Address and telephone number of district's principal business office	
Name and telephone of manager or other primary contact person for district	
Email address of primary contact <small>(optional, but needed for access to DLG E-filing Portal)</small>	
District's website address <small>(optional)</small>	
Time and place designated for regular board meetings <small>[per C.R.S. 32-1-903]</small>	
Posting place designated for meeting Notice <small>[per C.R.S. 24-6-402(2)(c)]</small>	

<p align="center">Names and Contact Information of Board Members</p> <p><i>Check applicable boxes for a Board Member whose seat will be on the ballot at the next regular election.</i></p>	<p>(1) Board Chair Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>	<p>(2) Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>
	<p>(3) Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>	<p>(4) Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>
	<p>(5) Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>	
	<p>(6) Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>	<p>(7) Name: _____ Contact Info: _____</p> <p><input type="checkbox"/> This office included on next regular election ballot for a <input type="checkbox"/> Two-year term <input type="checkbox"/> Four-year term</p>
<p>For seven-member boards</p>		

Date of next regular election	May ____, 20__
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Self-nomination forms to be a candidate for district board member may be obtained from and should be returned to the Designated Election Official (or Board Chair or Secretary if no DEO). [per C.R.S. 1-13.5-303]

Self-nomination forms for the next regular election must be received by the district by:

_____, 20__, no later than __: __ PM.

Applications for absentee voting or for permanent absentee voter status are available from and must be returned to the Designated Election Official. [per C.R.S. 1-13.5-1003]

Designated Election Official:	_____
Contact Address	_____
Contact Phone:	_____

District election results will be posted on these websites:	Department of Local Affairs https://dola.colorado.gov/lgis
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District Mill Levy	_____ mills, for collection in 20__
Total ad valorem tax revenue received in the previous year (note if unaudited or otherwise incomplete)	\$ _____

File copy of this Notice with:

- Clerk and Recorder of each county in which the district is wholly or partially located
- Assessor of each county in which the district is wholly or partially located
- Treasurer of each county in which the district is wholly or partially located
- Board of commissioners of each county in which the district is wholly or partially located
- Governing body of any municipality in which the district is wholly located
- Division of Local Government
- District's principal business office where it shall be available for public inspection

¹ Notice must be provided in one or more of the following manners:

- a) Mail Notice separately to each household where one or more eligible electors of the special district resides (Note: Districts with overlapping boundaries may combine mailed Notices, so long as the information regarding each district is separately displayed and identified);
- b) Include Notice as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other Notice of election, or other informational mailing sent by the district to the eligible electors;
- c) Post Notice on district's official website (Note: You must also provide the Division of Local Government (<http://www.colorado.gov/dola>) with the address of your district's website in order to establish a link on the DLG's site. Please use our Contact Update form available on our website or by request.);
- d) Post Notice on website of the Special District Association of Colorado (<http://www.sdaco.org>) (Note: Your district must be an SDA member. Send Notice to SDA by mail or electronic transmission); or
- e) For a special district with less than one thousand eligible electors that is wholly located within a county with a population of less than thirty thousand, posting the Notice in at least three public places within the limits of the special district and, in addition, posting a Notice in the office of the county clerk and Recorder of the county in which the special district is located. Such Notices shall remain posted until the Tuesday succeeding the first Monday of the following May.

Resolution No. 2025-1

A RESOLUTION APPOINTING A DESIGNATED ELECTION OFFICIAL AND AUTHORIZING DESIGNATED ELECTION OFFICIAL TO CANCEL ELECTION FOR 2022 ELECTION YEAR.

§32-1-804(2), §1-13.5-513, §1-11-103(3) C.R.S.

WHEREAS, pursuant to §32-1-804(2) C.R.S., the Board of Directors of the Mt. Crested Butte Water and Sanitation District, Gunnison County, Colorado is authorized to designate a Designated Election Official (the “DEO”) to exercise the authority of the Board in conducting the election; and

WHEREAS, pursuant to §1.13.5-513 C.R.S., the Board can authorize the DEO to cancel the election upon certain conditions;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MT. CRESTED BUTTE WATER AND SANITATION DISTRICT, A COLORADO SPECIAL DISTRICT, that:

- 1.) The Board hereby names Kent Fulton as the DEO for the regular election scheduled for the 6th day of May, 2025.
- 2.) The Board hereby authorizes and directs the DEO to cancel said election and declare the candidates elected, if at the close of business on the sixty-third day before the election (March 4, 2025) there are not more candidates than offices to be filled, including candidates filing affidavits of intent to run as write-in candidates.
- 3.) The Board further authorizes and directs the DEO to publish and post a Notice of Cancellation of election at the offices of the DEO and the county Clerk and Recorder of Gunnison County. The DEO shall also notify the candidates that the election was cancelled, and they are elected by acclamation.

APPROVED AND ADOPTED by the Board of Directors of the District this 14th day of January 2025.

MT. CRESTED BUTTE WATER AND SANITATION DISTRICT,
a Colorado Special District

BY: _____
Chairperson: Nancy Woolf

ATTEST: _____
District Manager: Michael Fabbre

Mt. Crested Butte Water and Sanitation District

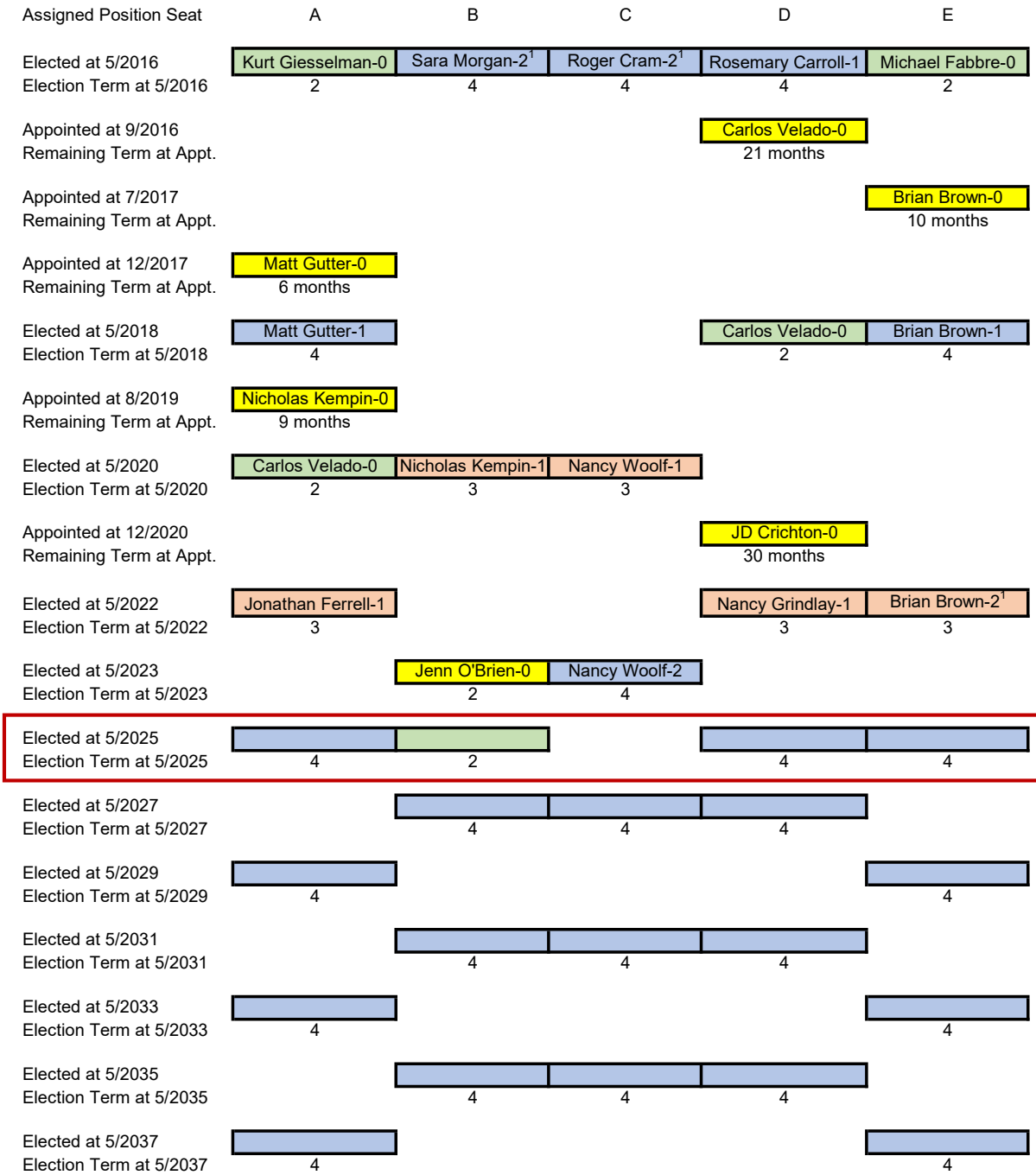
Board of Directors Term Structure
 Updated: January 14, 2025

Key:

Regular Term Election	Transition Term Election
Short Term Election	Appointment for Short Term

Director Name - #¹

represents term number for purpose of term limits
 1 denotes final term and cannot run for reelection



Mt. Crested Butte Water and Sanitation District
May 6, 2025 Election Dates and Deadlines

<u>Deadline</u>	<u>MCBWSD Action</u>	<u>Requirement</u>	<u>Who</u>
12.7.2024	none	Order/Receive Voter Registration List from Gunnison Cty Clerk and Recorder	MCBWSD
1.26.2025	1.14.2025	Appoint Designated Election Official (DEO) granting cancellation power	BOD
1.26.2025 - 2.20.2025	1.28.2025	First/Last Day to Begin Call for Nominations with Ad in CB News	DEO
2.28.2025	2.28.2025	@5:00 pm Stop Receiving Self-Nomination Forms	DEO
3.3.2025	3.3.2025	Stop Receiving Affidavits of Intent to be a Write-In Candidate with DEO	DEO
3.4.2025	3.4.2025	DEO Shall Declare Election Cancelled if # Nominees < 4 Open Seats	DEO
3.4.2025	3.4.2025	DEO Shall Notify Gunnison Clerk & Recorder if # Nominees > Open Seats	DEO
3.7.2025	3.7.2025	DEO Conducts Notification of Candidates and Ballot Order	DEO
3.12.2025	3.12.2025	DEO Finalizes Mail Ballot Election Plan	DEO
3.22.2025	3.22.2025	DEO Mails Absentee Ballots	DEO
3.22.2025	3.22.2025	Earliest Date for Classes for Election Judges	TBD
3.27.2025	3.27.2025	DEO Obtains Registered Elector/Property Owner List from Gunnison Cty	DEO
4.4.2025	4.4.2025	Ballots Printed and in Possession of DEO	DEO
4.4.2025	none	Gunnison Cty Intial List due to DEO	Gunn. Cty
4.14.2025	4.14.2025	DEO Mails Ballots	DEO
4.16.2025	4.16.2025	DEO Posts on Website/Office Door Mail-In Ballot Drop-Off Place and Time and Emails Same to Gunnison County	DEO
4.21.2025	4.21.2025	DEO Appoints Election Canvassers (1 Director and 1 Elector)	DEO
5.6.2025	5.6.2025	7 pm Deadline to drop off Mail-In Ballots at 100 Gothic	DEO
5.14.2025	5.14.2025	Deadline to Obtain Absentee Ballot	N/A
5.20.2025	5.13.2025	Board Certifies Election Results at Regular Meeting	BOD

Resolution No. 2025-2

A RESOLUTION TO APPROPRIATE SUMS OF MONEY FOR THE MT. CRESTED BUTTE WATER AND SANITATION DISTRICT, A COLORADO SPECIAL DISTRICT FOR THE CALENDAR YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

WHEREAS, the Mt. Crested Butte Water and Sanitation District has adopted the annual budget in accordance with the Local Government Budget Law on December 12, 2024, and;

WHEREAS, the Mt. Crested Butte Water and Sanitation District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Mt. Crested Butte Water and Sanitation District.

NOW, THEREFORE, BE IT RESOLVED/ORDAINED BY THE BOARD OF DIRECTORS OF THE MT. CRESTED BUTTE WATER AND SANITATION DISTRICT, COLORADO;

That the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

GENERAL FUND	
Capital Operating Expenses	\$ 1,405,321.00
Capital Outlay	\$ 25,000.00
TOTAL GENERAL FUND	<u>\$ 1,430,321.00</u>

WATER FUND	
Capital Operating Expenses	\$ 1,548,267.00
Capital Outlay	\$ 433,265.00
Debt Service	\$ 720,050.00
TOTAL WATER FUND	<u>\$ 2,701,582.00</u>

WASTEWATER FUND	
Capital Operating Expenses	\$ 1,818,571.00
Capital Outlay	\$ 448,612.00
TOTAL WASTEWATER FUND	<u>\$ 2,267,183.00</u>

APPROVED AND ADOPTED by the Board of Directors of the District this 14th day of January 2025.

MT. CRESTED BUTTE WATER AND SANITATION DISTRICT,

A Colorado Special District

BY: _____

Chairperson: Nancy Woolf

ATTEST: _____

2025 Budget Officer, Kent Fulton

Resolution No. 2025-3

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MT. CRESTED BUTTE
WATER & SANITATION DISTRICT
REGARDING ACCEPTANCE OF IMPROVEMENTS**

WHEREAS, the Mt. Crested Butte Water & Sanitation District, Gunnison County, State of Colorado (the “District”) is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District’s Service Plan has been approved by Gunnison County, Colorado (as amended, the “Service Plan”); and

WHEREAS, the District was formed for, among other things, the purpose of designing, acquiring constructing, installing, operating, maintaining and financing water systems and sewer systems subject to the terms of the Service Plan; and

WHEREAS, the Board of Directors of the District (the “Board”) adopted the Mt. Crested Butte Water & Sanitation District Rules and Regulations Amended and Adopted August 11, 2015 (as amended, the “Rules and Regulations”); and

WHEREAS, the District and Click Click LLC (the “Developer”) entered into a Public Improvements Acceptance Agreement dated April 26, 2023 (the “Agreement”), which establishes the terms and conditions for the District’s acceptance of certain public improvements to be constructed by the Developer in accordance with the Agreement and the Rules and Regulations (the “Public Improvements”); and

WHEREAS, the Developer now requests that the District accept the Public Improvements as more particularly described in the Application for Acceptance of Public Improvements attached hereto as **Exhibit A**; and

WHEREAS, the Developer has furnished all documents to the District that are required by the Rules and Regulations and the Agreement, and all other requirements set forth in the Agreement and the Rules and Regulations have been met; and

WHEREAS, the Board has reviewed the information and documents submitted by Developer and has determined that the best interests of the District, its residents, users and property owners would be served by the Districts acceptance of the Public Improvements.

NOW THEREFORE, be it resolved by the Board of the District as follows:

1. *Acceptance of Public Improvements.* The Board hereby finds that the applicable requirements set forth in the Agreement as well as the applicable provisions of the Rules and Regulations regarding acceptance by the District of the Public Improvements have been met, including without limitation the delivery of as-built drawings, the provision of

adequate easements and other access rights for maintenance of the Public Improvements, the conveyance of the Public Improvements to the District, the payment of all maintenance costs to date, the passage of at least 18 months since preliminary acceptance or the last major repairs for the Public Improvements, satisfactory preliminary and final inspections by the District's engineer, and the payment of all costs for accomplishing these matters.

2. *Acquisition of Improvements.* The District hereby agrees to acquire the Improvements subject to the terms, conditions, provisions, and limitations set forth in the Rules and Regulations, the Agreement and this Resolution.

ADOPTED THIS ____ DAY OF _____, 2025.

MT. CRESTED BUTTE WATER &
SANITATION DISTRICT

By: _____

Its: _____

ATTEST:

Secretary

EXHIBIT A

Application for Acceptance of Public Improvements

Applicant Name: Click Click LLC

Applicant Address: P.O. Box 901, Crested Butte

State: Colorado **Zip:** 81224 **Daytime Phone #:** 970 209 1405

Alt. Phone / Cell: _____

Email: BLOBURN@COBURNDSU.COM

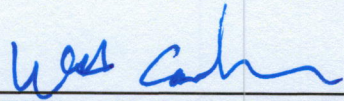
List of Public Improvements proposed for acceptance:

Water and sewer infrastructure for the Property as described and otherwise set forth in Public Improvements Acceptance Agreement between Mt. Crested Butte Water & Sanitation District and Click Click LLC, a Colorado limited liability company, which infrastructure is more specifically described and shown on the Existing Conditions Map, Lot 1 Chalet Village Addition No. 6 by SGM dated December 16, 2022 (the "Plans"), which Plans are incorporated herein by this reference.

By its signature below, Applicant certifies that this Application for Acceptance of Public Improvements and all documents submitted in support of this application are true and correct and not misleading in any way and that the Applicant is the owner of the Public Improvements identified for acceptance in this application.

Applicant

Click Click LLC

By: 
William E. Coburn II, Manager

Date: 12/15/24

PUBLIC IMPROVEMENTS ACCEPTANCE AGREEMENT

This PUBLIC IMPROVEMENTS ACCEPTANCE AGREEMENT (this “Agreement”) is made and entered into as of the 26th day of April _____, 2023 by and between Mt. Crested Butte Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and Click Click LLC, a Colorado limited liability company (the “Developer”). The District and the Developer are collectively referred to herein as the “Parties” and individually as a “Party.”

I. Recitals

1. The District is a quasi-municipal corporation and political subdivision of the State of Colorado.
2. The District’s Service Plan has been approved by Gunnison County (as amended, the “Service Plan”).
3. The District was formed for, among other purposes, designing, acquiring, constructing, installing, owning, operating, and maintaining water systems and sewer systems.
4. The Mt. Crested Butte Water & Sanitation District Rules and Regulations Amended and Adopted August 11, 2015, as amended (the “Rules and Regulations”) set forth the procedure by which the District may accept certain water lines, sewer lines, and related infrastructure, improvements, and easements.
5. The Developer is the owner of real property described as Lot 1, Chalet Village Addition No. 6, according to the Plat thereof recorded September 15, 1964 under Reception No. 260620; and according to the Amended Plat of Chalet Village Addition No. 6 Recorded October 19, 1964 under Reception No. 261011 (the “Property”).
6. Certain water and sewer infrastructure was installed on the Property during 2015 or 2016, as shown on the Existing Conditions Map, Lot 1 Chalet Village Addition No. 6 by SGM dated December 16, 2022 (collectively, the “Public Improvements”).
7. The Parties desire to establish the terms and conditions for the District’s acceptance of the Public Improvements.
8. The District does not intend to direct the design or construction of any Public Improvements by way of this Agreement.
9. The District is not, by or through this Agreement, contracting for the construction, alteration, repair, or maintenance of any Public Improvements nor for any work or material.
10. The Parties do not intend, by or through this Agreement, to enter into a public works contract as defined in C.R.S. § 24-91-103.5(1)(b).
11. The Parties do not intend, by or through this Agreement, to enter into a contract for work or materials in accordance with C.R.S. § 32-1-1001(1)(d)(I).
12. Accordingly, the Board has determined that the best interests of the District, its property owners, and the public, are served by entering into this Agreement.

13. The Parties have authorized their respective officers or representatives to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

II. Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein and the recitals set forth above, the Parties hereby agree as follows:

1. Purpose of Agreement. This Agreement shall establish the terms and conditions for the District's acceptance of the Public Improvements. The District has determined that this Agreement serves a public use, and is in the furtherance of the purposes for which the District was organized.
2. Requirements for Acceptance of Public Improvements. As required by Section 5 of the District's Rules and Regulations, as applicable, the Parties acknowledge and agree that in order for the District to accept Public Improvements constructed by the Developer, the Developer must:
 - a. Pay the District \$16,800.00 to accept the manholes included in the Public Improvements without further inspection of the manholes.
 - b. Submit to the District as-built drawings of the Public Improvements. The as-built drawings must be signed and stamped by a Colorado licensed engineer. The as-built drawings must show and identify any and all differences between the actual installation and the previously approved plans and specifications.
 - c. Deed the Public Improvements to the District free and clear of all liens and encumbrances. The Developer shall provide the executed and notarized deed to the District or its attorney and shall pay all costs of recording.
 - d. Deed, grant and convey such rights of way and easements as are required by the District for the installation, repair, maintenance and improvements of the Public Improvements. The Developer shall pay all costs of surveying and platting such easements. The Developer shall deliver the original, notarized easement documents to the District or the District's attorney for recording. The Developer shall pay all recording costs for the easements and rights of way.
 - e. Provide a maintenance bond for eighteen (18) months following the date of execution and delivery of the deed and easements for the Public Improvements as set forth above, whatever occurs last (the "Deed Date"), in an amount prescribed by the District determined to be adequate to cover potential maintenance costs for the Public Improvements, excluding the manholes pursuant to paragraph 6 herein. The bond must be substantially in the form of the bond attached hereto as **Exhibit A**.

- f. If during the 18 months following the the Deed Date there are significant maintenance or repair problems in the Public Improvements (excluding the manholes pursuant to paragraph 6 herein), provide an additional bond for an additional eighteen (18) months. This bond must also be substantially in the form of the bond attached hereto as **Exhibit A**.
 - g. Wait a minimum of eighteen (18) months from the Deed Date and the last significant maintenance or repair problems for the Public Improvements, as determined by the District in its discretion (collectively, the “Wait Period”).
 - h. Subject to paragraph 6, pay in full all costs for the maintenance and repairs of the Public Improvements prior to Final Acceptance by the District, up to the full repair and replacement thereof (if necessary), and otherwise be fully in compliance with this Agreement, including the Developer’s warranties and guarantees under this Agreement.
 - i. Pay in full all costs for the District’s administration and review of the Public Improvement acceptance process, including all engineering fees, legal fees and administrative and staff time attributable to acceptance of the Public Improvements.
 - j. After the Wait Period, receive final inspection, testing and approval of the Public Improvements by the District confirming compliance with the Rules and Regulations, including without limitation the as-built plans for the Public Infrastructure approved by the District, which approval the Parties hereby agree shall be evidenced by an Engineer Certification, as defined below. Final acceptance shall only occur once all of the conditions and requirements set forth in this paragraph occur, at which time the District shall pass the resolution (“Final Acceptance”).
3. Inspection. The following procedures shall be followed with respect to Final Acceptance after the expiration of 18 months following the preliminary acceptance of the Public Improvements and the expiration of 18 months without any significant maintenance or repair problems for the Public Improvements:
- a. The Developer shall give written notice to the District requesting an inspection of the completed Public Improvements (the “Inspection Notice”) and concurrently therewith provide construction plans and any applicable construction standards;
 - b. The District’s engineer (who must be a civil engineer licensed in Colorado having experience in the design and construction of public improvements) shall inspect the Public Improvements within 21 days of the Inspection Notice (the “Inspection”), unless the Parties mutually agree to extend the deadline;
 - c. If the District’s engineer finds after Inspection that: (1) the Public Improvements (or its individual components and/or subsystems, if applicable) have been constructed in substantial accordance with the construction plans and any applicable construction standards (subject to any

reasonable punch list items to correct any defective work); (2) the Public Improvements are fit for their intended purpose; and (3) the Public Improvements comply with the Rules and Regulations, then within 14 calendar days after the Inspection, unless the Parties mutually agree to extend the deadline, the District's engineer shall notify the District in writing of its findings and provide certification of the same (the "Engineer Certification");

- d. If any defective work is identified during the Inspection, the District manager will prepare a punch list of items requiring remedial action to correct any defective work. Such corrective work will be performed by the Developer within 60 calendar days of the issuance of an Engineer Certification.

4. Application Review Procedures for Acceptance of Public Improvements. After the Developer believes that all conditions set forth in paragraph 2 of this Agreement regarding have been met, the Developer shall submit to the District an Application for Acceptance of Public Improvements in the form of **Exhibit B** as well as all requisite documents. Until Final Acceptance and regardless of whether any bond has expired or does not apply, the Developer, as to each and every portion of the Public Improvements included in any Application for Acceptance of Public Improvements, or all the Public Improvements if all the Public Improvements are included in such application, covenants, guarantees, represents and warranties that: (a) such Public Improvements shall be free of defective materials and workmanship; (b) such Public Improvements were constructed, installed and otherwise completed in accordance with the plans and specifications for the Public Improvements as approved by the District; (c) such Public Improvements were properly designed; and (d) such Public Improvements will perform in accordance with the requirements of the District. Upon review by the District and/or its designated representative of such an application and determination that all conditions set forth in paragraph 2 of this Agreement have been met, the District shall consider acceptance of the Public Improvements at its next regularly scheduled meeting.
5. District Acceptance Resolution. Upon consideration of acceptance of the Public Improvements at its Board meeting and determination that all requirement set forth in the Rules and Regulations and this Agreement have been met, the Board shall accept the Public Improvements on behalf of the District by adopting a resolution accepting the Public Improvements subject to any reasonable conditions the District may specify (the "District Acceptance Resolution"). The District Acceptance Resolution shall be in the form of **Exhibit C** subject to such additional reasonable conditions the District may specify. Upon adoption of the District Acceptance Resolution, the District shall assume ownership and maintenance responsibilities of the Public Improvements.

6. SpectraShield Installation and Warranty. The District shall use the Developer's payment set forth in paragraph 2.a. for installation of a SpectraShield manhole liner in six (6) existing manholes located on the Property and included in the Public Improvements. The SpectraShield manhole liner installation includes a ten (10) year warranty period. To the extent any defect in the SpectraShield installation is identified by the District or Developer prior to or after Final Inspection, the District shall take all reasonably necessary actions to make a warranty claim. To the extent a warranty claim is paid to the District, any liability for repair, rework, or other maintenance of the Developer shall be reduced on a dollar-for-dollar basis by the amount of the warranty claim paid to the District. To the extent a warranty claim results in a third party being responsible for conducting all such repair, rework, or other maintenance on the SpectraShield installations, the Developer shall be relieved of any liability or responsibility for conducting the same maintenance. The intention of this paragraph is to relieve the Developer of any liability associated with the manholes once the District receives the payment set forth in paragraph 2.a.
7. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party, having given notice to the other Party and providing a 30 day period to cure said breach or default, shall be entitled to exercise all remedies available at law or in equity. If the Developer fails to pay the District any amounts owed to the District pursuant to this Agreement, the District shall be entitled to recover from the Developer the District's reasonable attorney's fees, expert witness fees and court costs along with all reasonable attorneys fees and costs on appeal in collecting such amounts, including without limitation its reasonable attorneys fees and costs incurred in any legal proceedings.
8. Notices. All notices, demands and communications (collectively, "Notices") under this Agreement shall be delivered or sent, addressed to the address of the intended recipient set forth below or such other address as a Party may designate by notice pursuant to this paragraph, by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) sent by confirmed facsimile transmission or confirmed email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided above, or upon confirmed delivery of the facsimile or email.

District: Mt. Crested Butte Water & Sanitation District
P.O. Box 5740
Mt. Crested Butte, Colorado 81225
Attention: Mike Fabbre

With copy to: Law of the Rockies

525 N. Main Street
Gunnison, CO 81230
Attention: Marcus J. Lock
mlock@lawoftherockies.com

Developer: Click Click LLC
P.O. Box 901
Crested Butte, CO 81224
Attention: Bill Coburn
bcoburn@coburnpartners.com

With copy to: Huckstep Law LLC
P.O. Box 2958
Crested Butte, CO 81224
Attention: Aaron J. Huckstep
huck@hucksteplaw.com

9. Amendments. This Agreement may only be amended or modified by a writing executed by the Parties.
10. Governing Law/Jurisdiction/Venue. This Agreement shall be governed and construed in accordance with the laws of the state of Colorado. The state courts located in Gunnison County, Colorado shall have exclusive jurisdiction and be the exclusive venue for any and all actions arising out of or relating to this Agreement.
11. Assignment. This Agreement shall not be assigned by either Party.
12. Authority. By execution hereof, the District and the Developer represent and warrant that their respective representatives signing hereunder have the full power and lawful authority to execute this Agreement and bind the respective Party to the terms hereof. In addition, each person signing hereunder represents and warrants that he or she has the authority to execute this Agreement and bind to the terms of this Agreement the Party on behalf of whom he or she is signing.
13. Entire Agreement. This Agreement together with the bond constitutes and represents the entire, integrated agreement between the Parties with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, excluding any bond and the Cost Reimbursement Agreement, whether written or oral. Nothing in this Agreement supersedes or replaces the Cost Reimbursement Agreement, which establishes the timing and mechanism for paying the District its costs, which are specifically required by this Agreement to be paid in accordance with the Cost Reimbursement Agreement. This Agreement

shall become effective upon the date set forth above. The Parties agree that this Agreement accurately reflects and complies with the Rules and Regulations.

14. Inurement. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties as well as their respective successors.
15. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular but without limitation, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act.
16. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and no third parties are entitled to enforce this Agreement.
17. Electronic Signatures. The Parties agree to accept electronic signatures on this Agreement as originals. The Parties agree that this Agreement may be executed in counterparts and, if so executed, the counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

DISTRICT:

Mt. Crested Butte Water & Sanitation District

By: 
Mike Fabbre, District Manager

DEVELOPER:

Name: CLICK CLICK LLC

By: 

Its: MANAGER

Exhibit A
MAINTENANCE BOND

Bond Number: _____

Effective Date: _____
(date of acceptance of infrastructure)

KNOW ALL MEN BY THESE PRESENTS that we,

Principal Name

Principal Address

Principal Telephone

(hereinafter, the "Principal"), whose principal place of business and telephone number is set forth above, and

Surety Name

Surety Address

Surety Telephone

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Colorado, are held and firmly bound unto Mt. Crested Butte Water & Sanitation District, whose address is 100 Gothic Road/P.O. Box 5740, Mt. Crested Butte, CO 81225 ("MCBWS") in the penal sum of _____ (\$ _____) (the "Bond Amount") for payment of which we bound ourselves, our heirs, our personal representatives, our successors and our assigns, jointly and severally.

WHEREAS, pursuant to that certain Public Improvements Acceptance Agreement between Principal and MCBWS dated _____ 20__ (the "Agreement"), MCBWS is agreeing to accept certain public improvements as described therein (the "Public Improvements") subject to the terms, conditions, and provisions in the Agreement, including

without limitation the obligation on Principal to provide this bond and guarantee the Public Improvements as set forth herein.

NOW THEREFORE, for a period of eighteen (18) months from the Effective Date:

1. Principal does hereby covenant, guarantee and agree that:
 - a. The Public Improvements shall be free of defective materials and workmanship;
 - b. The Public Improvements were constructed, installed and otherwise completed in accordance with the plans and specifications for the Public Improvements as approved by MCBWSD;
 - c. The Public Improvements were properly designed; and
 - d. The Public Improvements will perform in accordance with the requirements of MCBWSD.(collectively, the "Guarantee").
2. Principal does hereby covenant and agree that it shall indemnify and defend and reimburse MCBWSD against all claims, loss or damage and expenses of repair, replacement, reconstruction or any other additional labor, materials or work arising out of or relating to any breach of its Guarantee.
3. This Maintenance Bond shall apply to all breaches of the Guarantee discovered within eighteen (18) months from the Effective Date regardless of whether the repairs or replacements are performed after the expiration of said period. All suits at law or equity to recover on this bond shall be instituted within thirty (30) months after the Effective Date.
4. In the event of any breach of the Guarantee, MCBWSD shall have, among other rights, the right to: (a) repair or replace the defective Public Improvements, whichever it deems appropriate in its sole discretion, either directly or through such contractors or agents as it may retain, (b) to require Principal to make such repairs or replacements as directed by MCBWSD, or (c) to perform some of such repairs and replacements and require Principal to make other of such repairs and replacements. Within 30 calendar days of receipt by Principal, it shall pay all invoices incurred by MCBWSD to remedy, repair, replace, fix or otherwise correct any breach of the Guarantee, including those invoices by MCBWSD for repairs and replacements to the Public Improvements it performs as well as repairs and replacements to the Public Improvements performed by its contractors and subcontractors. With each replacement made to the satisfaction of MCBWSD, the obligation of Principal and Surety shall be discharged as to such replacement.
5. Surety hereby waives notice of any alteration or extension of time made by MCBWSD.
6. Whenever Principal is in default of its obligations under this Maintenance Bond, the Surety shall promptly remedy the default and pay all amounts owed hereunder to MCBWSD by Principal. If Principal is required hereunder to perform repairs or replacements and Surety elects not to perform such repairs or replacements, MCBWSD shall have the right to perform such repairs and replacements and Surety shall pay MCBWSD all costs and expenses incurred by MCBWSD in performing such repairs and replacements. Surety shall have no obligation to pay MCBWSD any amount in excess of the Bond Amount.

In witness whereof, we have hereunto set our hands and seals this ____ day of _____, 20____.

Principal

By: _____

Its: _____

Surety

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____ as _____ of _____
_____, the Principal. Witness my hand and official seal.
My commission expires: _____.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____ as _____ of _____
_____, the Surety. Witness my hand and official seal.
My commission expires: _____.

Notary Public

Exhibit B

Application for Acceptance of Public Improvements

Applicant Name: _____

Applicant Address: _____

State: _____ **Zip:** _____ **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: _____

List of Public Improvements proposed for acceptance:

_____ (attach additional pages if necessary)

By its signature below, Applicant certifies that this Application for Acceptance of Public Improvements and all documents submitted in support of this application are true and correct and not misleading in any way and that the Applicant is the owner of the Public Improvements identified for acceptance in this application.

Applicant

By: _____

Date: _____

Its: _____

Exhibit C

Resolution No. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MT. CRESTED BUTTE
WATER & SANITATION DISTRICT
REGARDING ACCEPTANCE OF IMPROVEMENTS**

WHEREAS, the Mt. Crested Butte Water & Sanitation District, Gunnison County, State of Colorado (the "District") is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, the District's Service Plan has been approved by Gunnison County, Colorado (as amended, the "Service Plan"); and

WHEREAS, the District was formed for, among other things, the purpose of designing, acquiring constructing, installing, operating, maintaining and financing water systems and sewer systems subject to the terms of the Service Plan; and

WHEREAS, the Board of Directors of the District (the "Board") adopted the Mt. Crested Butte Water & Sanitation District Rules and Regulations Amended and Adopted August 11, 2015 (as amended, the "Rules and Regulations"); and

WHEREAS, the District and _____ (the "Developer") entered into a Public Improvements Acceptance Agreement as of the ___ day of _____ (the "Agreement"), which establishes the terms and conditions for the District's acceptance of certain public improvements to be constructed by the Developer in accordance with the Agreement and the Rules and Regulations (the "Public Improvements"); and

WHEREAS, the Developer now requests that the District accept the Public Improvements as more particularly described in the Application for Acceptance of Public Improvements attached hereto as **Exhibit A**; and

WHEREAS, the Developer has furnished all documents to the District that are required by the Rules and Regulations and the Agreement, and all other requirements set forth in the Agreement and the Rules and Regulations have been met; and

WHEREAS, the Board has reviewed the information and documents submitted by Developer and has determined that the best interests of the District, its residents, users and property owners would be served by the Districts acceptance of the Public Improvements.

NOW THEREFORE, be it resolved by the Board of the District as follows:

1. *Acceptance of Public Improvements.* The Board hereby finds that the applicable requirements set forth in the Agreement as well as the applicable provisions of the Rules

and Regulations regarding acceptance by the District of the Public Improvements have been met, including without limitation the delivery of as-built drawings, the provision of adequate easements and other access rights for maintenance of the Public Improvements, the conveyance of the Public Improvements to the District, the payment of all maintenance costs to date, the passage of at least 18 months since preliminary acceptance or the last major repairs for the Public Improvements, satisfactory preliminary and final inspections by the District's engineer, and the payment of all costs for accomplishing these matters.

2. *Acquisition of Improvements.* The District hereby agrees to acquire the Improvements subject to the terms, conditions, provisions, and limitations set forth in the Rules and Regulations, the Agreement and this Resolution.

ADOPTED THIS ____ DAY OF _____, 20_____.

MT. CRESTED BUTTE WATER &
SANITATION DISTRICT

By: _____

Its: _____

ATTEST:

Secretary

Exhibit A

MAINTENANCE BOND

Bond Number: PB 030283 00224

Effective Date: April 26, 2023
(date of acceptance of infrastructure)

KNOW ALL MEN BY THESE PRESENTS that we,

CLICK CLICK LLC

Principal Name

232 Elk Avenue, P. O. Box 901, Crested Butte, Colorado 81224

Principal Address

(970) 209-1405

Principal Telephone

(hereinafter, the "Principal"), whose principal place of business and telephone number is set forth above, and

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Surety Name

Three Bala Plaza East, Suite 400, Bala Cynwyd, Pennsylvania 19004-1403

Surety Address

(610) 206-7836

Surety Telephone

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Pennsylvania and authorized to do business in the State of Colorado, are held and firmly bound unto Mt. Crested Butte Water & Sanitation District, whose address is 100 Gothic Road/P.O. Box 5740, Mt. Crested Butte, CO 81225 ("MCBWS") in the penal sum of ONE HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED FORTY AND NO/100 DOLLARS (\$ 164,840.00) (the "Bond Amount") for payment of which we bound ourselves, our heirs, our personal representatives, our successors and our assigns, jointly and severally.

WHEREAS, pursuant to that certain Public Improvements Acceptance Agreement between Principal and MCBWS dated April 26, 2023 (the "Agreement"), MCBWS is agreeing to accept certain public improvements as described therein (the "Public Improvements") subject to the terms, conditions, and provisions in the Agreement, including

without limitation the obligation on Principal to provide this bond and guarantee the Public Improvements as set forth herein.

NOW THEREFORE, for a period of eighteen (18) months from the Effective Date:

1. Principal does hereby covenant, guarantee and agree that:
 - a. The Public Improvements shall be free of defective materials and workmanship;
 - b. The Public Improvements were constructed, installed and otherwise completed in accordance with the plans and specifications for the Public Improvements as approved by MCBWSD;
 - c. The Public Improvements were properly designed; and
 - d. The Public Improvements will perform in accordance with the requirements of MCBWSD.
(collectively, the "Guarantee").
2. Principal does hereby covenant and agree that it shall indemnify and defend and reimburse MCBWSD against all claims, loss or damage and expenses of repair, replacement, reconstruction or any other additional labor, materials or work arising out of or relating to any breach of its Guarantee.
3. This Maintenance Bond shall apply to all breaches of the Guarantee discovered within eighteen (18) months from the Effective Date regardless of whether the repairs or replacements are performed after the expiration of said period. All suits at law or equity to recover on this bond shall be instituted within thirty (30) months after the Effective Date.
4. In the event of any breach of the Guarantee, MCBWSD shall have, among other rights, the right to: (a) repair or replace the defective Public Improvements, whichever it deems appropriate in its sole discretion, either directly or through such contractors or agents as it may retain, (b) to require Principal to make such repairs or replacements as directed by MCBWSD, or (c) to perform some of such repairs and replacements and require Principal to make other of such repairs and replacements. Within 30 calendar days of receipt by Principal, it shall pay all invoices incurred by MCBWSD to remedy, repair, replace, fix or otherwise correct any breach of the Guarantee, including those invoices by MCBWSD for repairs and replacements to the Public Improvements it performs as well as repairs and replacements to the Public Improvements performed by its contractors and subcontractors. With each replacement made to the satisfaction of MCBWSD, the obligation of Principal and Surety shall be discharged as to such replacement.
5. Surety hereby waives notice of any alteration or extension of time made by MCBWSD.
6. Whenever Principal is in default of its obligations under this Maintenance Bond, the Surety shall promptly remedy the default and pay all amounts owed hereunder to MCBWSD by Principal. If Principal is required hereunder to perform repairs or replacements and Surety elects not to perform such repairs or replacements, MCBWSD shall have the right to perform such repairs and replacements and Surety shall pay MCBWSD all costs and expenses incurred by MCBWSD in performing such repairs and replacements. Surety shall have no obligation to pay MCBWSD any amount in excess of the Bond Amount.

In witness whereof, we have hereunto set our hands and seals this 26th day of

April, 2023.

Principal CLICK CLICK LLC

By: William E. Coburn II

Its: Manager

Surety PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: Douglas J. Rothery

Its: Attorney-in-Fact



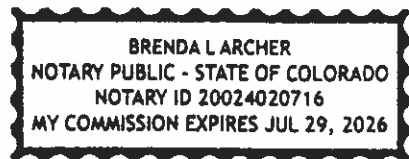
STATE OF Colorado)
) ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 1 day of May,
20 23, by William E. Coburn II as Manager of CLICK CLICK LLC
CLICK CLICK LLC, the Principal. Witness my hand and official seal.

My commission expires: 7/29/2026.

Brenda L Archer
Notary Public

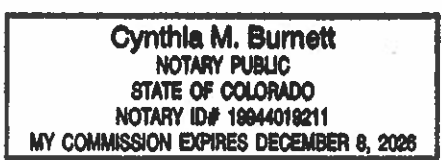
STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)



The foregoing instrument was acknowledged before me this 26th day of April,
20 23, by Douglas J. Rothery as Attorney-in-Fact of PHILADELPHIA
INDEMNITY INSURANCE COMPANY, the Surety. Witness my hand and official seal.

My commission expires: December 8, 2026.

Cynthia M. Burnett
Notary Public Cynthia M. Burnett



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint DOUGLAS J. ROTHEY, ZACHARY ROTHEY, KIMBERLY PAYTON AND CYNTHIA M. BURNETT OF SURESCAPE INSURANCE SERVICES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of Indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

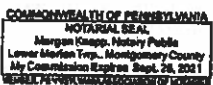
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of April, 20 23.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



GRANT OF UTILITY EASEMENT

Click Click, LLC (“Grantor”), whose address is P.O. Box 901, Crested Butte, CO 81224, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to MT. CRESTED BUTTE WATER & SANITATION DISTRICT, a Colorado special district (the “District”), whose address is P.O. Box 5740, Mt. Crested Butte, CO 81225, a perpetual non-exclusive easement at the location described in **Exhibit A**, which is incorporated herein by this reference (the “Easement Area”) to install, construct, operate, repair, reconstruct, replace, remove, inspect, survey and use, an underground water line and wastewater line and all necessary and proper appurtenances connected therewith, hereafter collectively referred to as the “Utilities”, together with the right of ingress and egress over and across said Easement Area and over and across all roads, streets and driveways as may currently exist or may exist in the future as located on the parcel described on **Exhibit B**, which is incorporated herein by this reference, as may be necessary to install, construct, operate, repair, reconstruct, replace, remove, inspect, survey and use said Utilities, at any time. An access road at least twenty (20) feet in width and subject to this Grant of Utility Easement shall be in place at all times from Cinnamon Mountain Road to the Click Click Parcel identified on Exhibit A-1.

Specifically, but without limitation, Grantor grants to the District:

1. The right from time to time to change the grade of the easement, enlarge, improve, reconstruct, relocate and replace any underground utility lines, improvements or other appurtenances constructed hereunder with any other number or type of underground utilities and pipelines, or other structures either in the original location or at any alternate location or locations within the Easement Area; provided, however, that no alteration of grade may be made that would alter any road or driveway grade such that it no longer complies with applicable road or driveway standards and no alteration of grade may be made that would cause water damage to improvements outside of the Easement Area.
2. The right to mark the location of said easement by suitable markers set in or on the ground; provided that any permanent markers shall be placed in locations which will not interfere with any reasonable use the Grantor is otherwise permitted to make of the Easement Area.

Said easement and right of way shall be subject to the following terms and conditions and reservations:

1. Grantor shall have the right to use the Easement Area for any purpose not inconsistent with the full use and enjoyment of the Easement Area by the District as granted pursuant to this Grant of Utility Easement.
2. Immediately upon completion of installation, construction, operation, repair, reconstruction, replacement, or removal of the Utilities, the District shall restore the property disturbed or damaged by such activity to a condition as near as reasonably



possible to the condition prior to the activity or otherwise restore the disturbed area to a level and clean condition. Notwithstanding the foregoing, in no event shall the District be required to replace or repair asphalt, curb, gutter, concrete work or other improvements in the Easement Area.

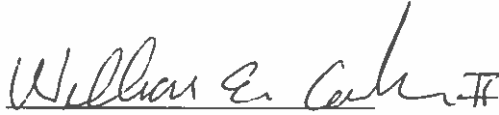
This Grant of Utility Easement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns and shall run with the land.

The persons signing this Grant of Utility Easement represent and warrant that they have full and lawful authority to make this Grant of Utility Easement on behalf of Grantor.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year first above written.

GRANTOR:

CLICK CLICK, LLC, a Colorado
limited liability company


William E. Coburn II, Manager

STATE OF Colorado)
) ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this May 30, 2023, by William E. Coburn II, as Manager of Click Click LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 06/24/2025



Notary Public

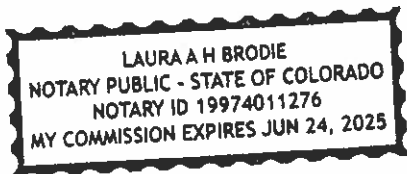




EXHIBIT A

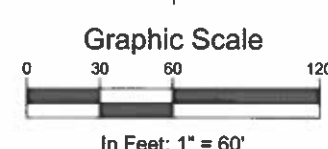
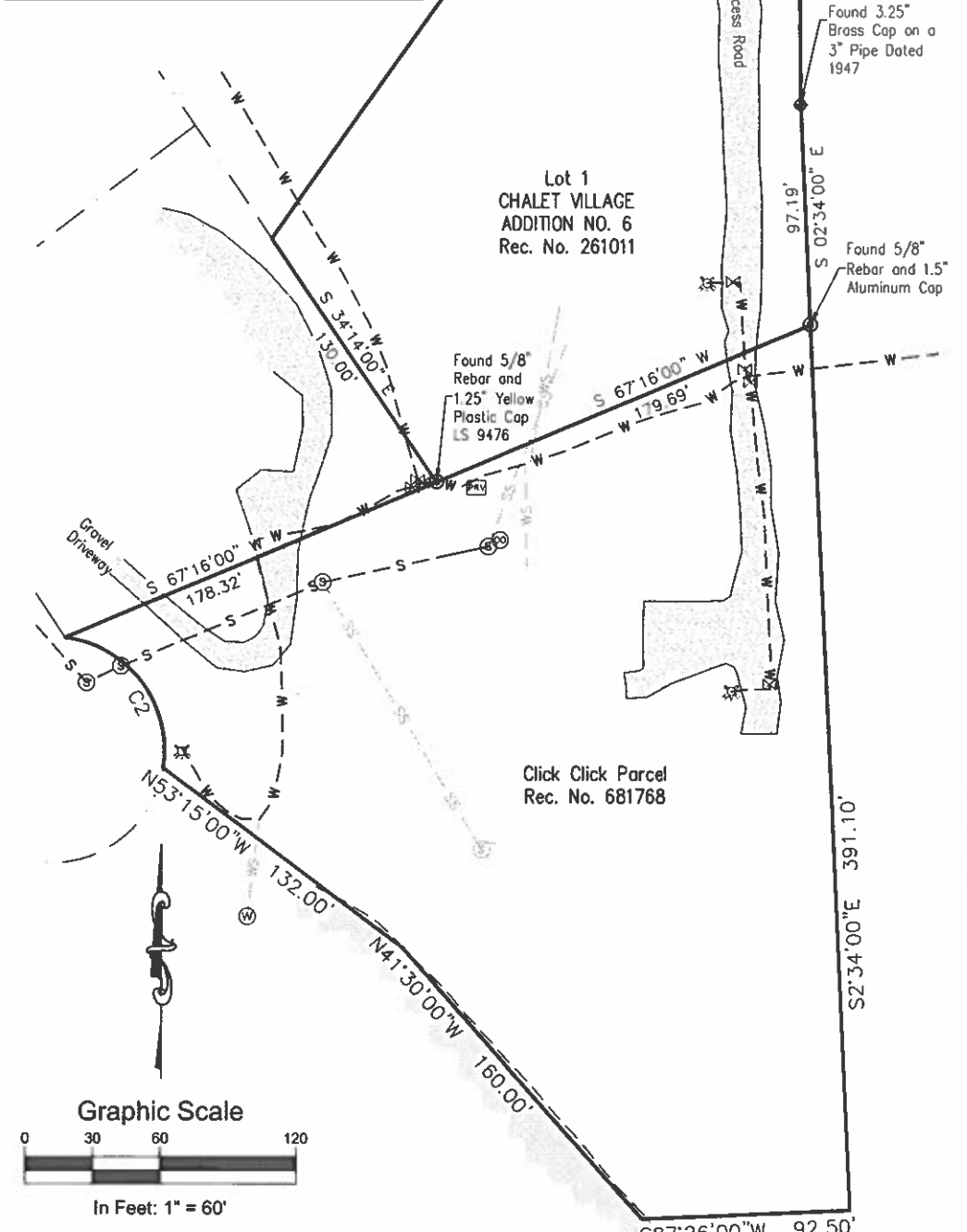
Ten feet on either side of any water line or wastewater line wherever located, including but not limited to those locations as shown or otherwise described on **Exhibit A-1**, which is attached hereto and incorporated herein.



EXHIBIT A-1

Exhibit A-1

LEGEND	
	Found PLSS Monument as Described
	Found Monument as Described
	Sewer Manhole
	Cleanout
	Fire Hydrant
	Water Valve
	Water Manhole
	Pressure Release Valve
	Sign
	Underground Water Line
	Underground Sewer Line
	Underground Water Service Line
	Underground Sewer Service Line
	Adjoining Lot Line



Note: This Exhibit Map is intended to graphically depict the legal description for an Easement and is not a Land Survey Plot of a Monumented Land Survey

Gunnison County, CO
 7/7/2023 12:59:39 PM
 173
 691555
 Page 5 of 6
 R 38.00 D 0.00

<p>103 W. Tomichi Ave., Suite A Gunnison, CO 81230 970.641.5355 www.sgm-inc.com</p>	<p>Cinnamon Development Mount Crested Butte, Gunnison County Colorado</p>	Job No. 2022-382-001 Drawn by: MH Date: 5/25/2023 Approved: _____ 3662	<p>Easement Exhibit</p>	Page No. <p>1</p>
		<p>3662</p>		<p>of 1</p>

I:\Gunnison\2022\2022-382-CabriniCinnamon\001-CivilEng\H-Dwg\Surv\Draw\BaselMap\CinnamonExhibit.dwg



EXHIBIT B

PARCEL 1

LOT 1, CHALET VILLAGE ADDITION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1964 UNDER RECEPTION NO. 260620; AND ACCORDING TO THE AMENDED PLAT OF CHALET VILLAGE ADDITION NO. 6 RECORDED OCTOBER 19, 1964 UNDER RECEPTION NO. 261011;

COUNTY OF GUNNISON,
STATE OF COLORADO.

PARCEL 2

A PARCEL OF LAND IN THE NE¼ OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 02°34' WEST, A DISTANCE OF 97.19 FEET; THENCE SOUTH 02°34' EAST ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 391.10 FEET; THENCE SOUTH 87°26' WEST ALONG THE BOUNDARY LINE OF A TRACT WHICH IS PART OF COLUMBINE CONDOMINIUM BUILDING NO. 2, WHICH WAS RECORDED FEBRUARY 10, 1972 UNDER RECEPTION NO. 287807, A DISTANCE OF 92.50 FEET; THENCE NORTH 41°30' WEST ALONG SAID BOUNDARY AND THE BOUNDARY OF A TRACT OF LAND WHICH IS PART OF COLUMBINE CONDOMINIUM BUILDING NO. 1 WHICH WAS RECORDED MARCH 19, 1971 UNDER RECEPTION NO. 283493, A DISTANCE OF 160.00 FEET; THENCE NORTH 53°15' WEST ALONG THE ABOVE DESCRIBED BOUNDARY OF 132.00 FEET; THENCE ON A CURVE TO THE LEFT, A DISTANCE OF 80.76 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS NORTH 37°01'51" WEST, A DISTANCE OF 72.26 FEET; THENCE NORTH 67°16' EAST ALONG THE SOUTH BOUNDARY OF CHALET VILLAGE ADDITION NO. 2 AND CHALET VILLAGE ADDITION NO. 6 AS SHOWN ON THE PLAT OF THE TOWN OF MT. CRESTED BUTTE, A DISTANCE OF 358.01 FEET TO THE POINT OF BEGINNING,

COUNTY OF GUNNISON,
STATE OF COLORADO.



INFRASTRUCTURE CONVEYANCE AND TRANSFER

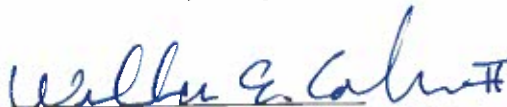
Click Click, LLC, whose address is P.O. Box 901, Crested Butte, CO 81224, for \$10.00 and other good and valuable consideration, in hand paid, hereby sells transfers and conveys to MT. CRESTED BUTTE WATER & SANITATION DISTRICT, a Colorado special district, whose address is P.O. Box 5740, Mt. Crested Butte, CO 81225, the following real and personal property in the County of Gunnison and State of Colorado, to wit:

All water lines and wastewater lines, including any pumps, fittings, and appurtenances and all infrastructure used therewith located in, on or under the real property described in Exhibit A, which is attached hereto and incorporated herein by this reference,

with all appurtenances, and warrants title to the same against all persons claiming under it.

Signed this 25TH day of APRIL, 2023.

CLICK CLICK, LLC, a Colorado limited liability company

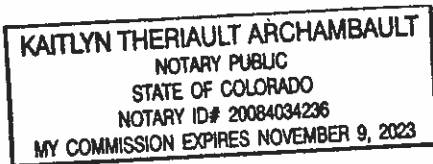

 William E. Coburn II, Manager

STATE OF COLORADO)
) ss.
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this April 25, 2023, by William E. Coburn II, as Manager of Click Click LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11/9/2023.



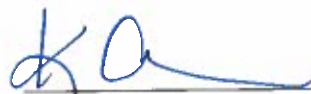

 Notary Public



EXHIBIT A

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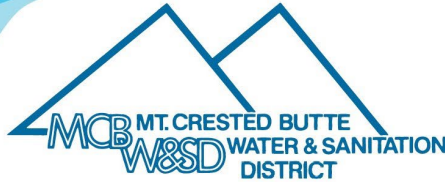
COUNTY OF GUNNISON,
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COUNTY OF GUNNISON,
STATE OF COLORADO.



MEMORANDUM

To: Mt. Crested Butte Water & Sanitation District Board of Directors
From: Mike Fabbre, District Manager
Date: January 9, 2025
Subject: District Manager Report

Mt. CB & Meridian Lake Park WTP Monitoring Schedules

The Colorado Department of Public Health & Environment (CDPHE) has released the 2025 monitoring schedules for both water systems and the majority of the compliance sampling schedules remained the same as the 2024 monitoring schedules.

Reports and Compliance Deadlines for January 2025

Water

-MCB: Haloacetic Acids (HAA5's) and Total Trihalomethanes (TTHM's)

Total Recoverable Arsenic Limit

As previously reported, the District had submitted a request for an extension and temporary modification for total recoverable arsenic limits due to the uncertainty of future limits at the State level during the wastewater discharge permit renewal application in 2024. The District has a potential future limit to meet of 0.02 µg/L beginning on January 1, 2029. Since the District's request, the Water Quality Control Commission (WQCC) issued an extension of the statewide arsenic temporary modification on November 26, 2024 that extends the future arsenic effluent limits until at least December 31, 2029. After the WQCC issued the extension, the District received a denial letter on December 27, 2024 for the extension request and temporary modification. In essence, the District's extension and modification request was denied, but the ruling by the WQCC granted the extension to everyone in the State because of the uncertainty and inconsistency of future effluent limits which was the District's reasoning for the request. The District's wastewater discharge permit is currently in an administrative extension, but updates will be provided when the new draft discharge permit is received.

Safety Training

The District will be conducting an all staff snow safety and avalanche training event on January 9th with instructors from Irwin Guides. This training event is intended to refresh the District's standard operating procedures when staff enters avalanche terrain for accessing sampling sites or infrastructure such as the East River pump station.

Personnel

The interview process is wrapping up for the open wastewater operator position after narrowing it down to the top three candidates.

General Operations

Water Operations December 2024

MCB WTP Production for December	7.72 MG
MCB WTP Production for November	5.39 MG
Peak day of Month: 12/28/2024	0.499 MG
Average Daily Plant Run Times	4.0 hours/day
Average Daily Flow Total	0.249 MG/day
Mt. CB WTP Total 2024 Production	122.11 MG
MLP WTP Production for December	0.380 MG
MLP WTP Production for November	0.250 MG
Peak Day for Month: 12/25/2024	0.033 MG
Average Daily Plant Run Times	3.0 hours/day
Average Daily Flow Total	0.021 MG/day
MLP WTP Total 2024 Production	6.12 MG

Significant / Unusual Activities:

- Completed the Backflow Prevention and Cross-Contamination Annual Report
- Merdian Lake Park PWS underwent a 3-year Sanitary Survey by the CDPHE
- Staff attended an OSHA-10 Safety Training
- Geotechnical drilling occurred for the Long Lake Pipeline design
- Replaced a diesel hose on the PistenBully snowcat
- Membrane pinning on MEMCOR filter skids (photo #1)
- Replaced influent pump #3 at the MLP WTP
- Began dosing CLO2 at the MLP WTP for manganese removal

Major Problem(s):

- A large main break was reported and repaired on Castle Road (photo #2)
- A tie-rod on the Case backhoe broke and was repaired by a technician

Next Month's Major activities:

- Continue review of future developments within the District boundaries
- All staff avalanche safety training
- Download Merdian Lake Reservoir level data
- Alternate and clean Accu-Tab Chlorinators at MCB WTP
- Snow removal at the WTPs, Pump Stations, and Fire Hydrants



Photo #1



Photo #2

Kyle Koelliker will be attending this meeting to answer any questions

Wastewater Operations December 2024

Gallons Wastewater Treated December	6.2 MG
Gallons Wastewater Treated November	4.3 MG
Average Treated Wastewater Flow	0.202 MGD
Peak Treated Wastewater Flow	0.383 MGD
Peak Treated Wastewater Date	December 31st
Gallons Sludge Hauled to Town of CB	36,000 gal.

Significant / Unusual Activities:

- All monthly sampling events were successfully completed
- Daily locates were conducted
- The mobile generator was exercised at the Creek Cove lift station, and monthly lift station checks and calibrations were completed
- Completed work on the Security System project
- Snow removal at WWTP and lift stations
- Changed air filters in HVAC systems
- Staff attended OSHA 10 training
- Changed oil and detailed wastewater vehicles
- OXY3 was brought online to accommodate the Christmas rush
- Clarifier 3 annual maintenance was performed
- Troubleshoot Wildhorse lift station communication issue
- Troubleshoot Wildhorse generator block heater issue
- Annual maintenance was performed on the portable trash pump, small portable generator, and the hotsty

Major Problem(s):

- No major problems to report

Next Month's Major Activities:

- Cummins will be onsite to perform generator inspections and replace the Wildhorse generator block heater
- Timberline will be onsite to troubleshoot Wildhorse intermittent communication issue
- Start work on the WWTP upper lot lighting project

Adam Bembenek will be attending this meeting to answer any questions

General Fund Operations December 2024

Tap Fee Applications Received/Processed/Collected YTD	17/17/15
# Customers Billed: Utility Fees/Availability of Service	939/230
Property Title Transfers Processed	6
Intent to Lien Notices Mailed/Liens Filed/Liens Released	4/0/0

Significant / Unusual Activities:

- Cross training between admin team
- Reviewed and updated accounting systems and processes
- Worked on updating the District Handbook
- Continued working on revising the Administrative SOP's
- Continued the collection of non-paid tap fees
- Worked with Raftelis on updating the rates and fees study
- Filed 2025 budget information with Colorado Department of Local Governments
- Requested more information from the Town of Crested Butte on the solids processing building project
- Tracy completed DOT Compliance Administration certification
- Field work for 2024 audit has been scheduled for February 18th through February 22nd
- Completed State audit request for 2021 payroll withholding, no additional amount due
- Worked on remediation of website existing files to meet July 2025 compliance date

Major Problem(s):

- No major problems to report

Next Month's Major activities:

- Work on District employee handbook and SOP's
- Continue work on rates and fees study with Raftelis
- Continue work on review of Town of Crested Butte cost analysis
- Working on how the District records employee time
- Working on outstanding tap fee collection letters
- Preparing for year-end financial information and 2025 schedules
- Continue working with CPS human resources consultants

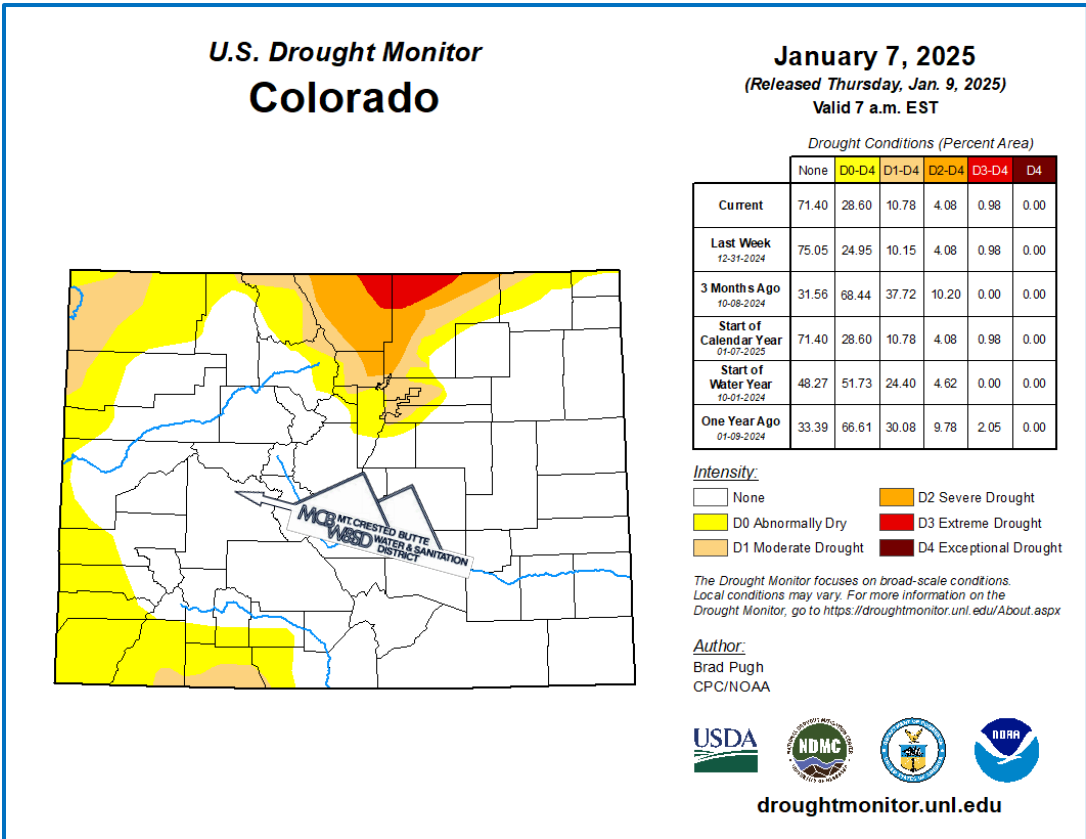
Kent Fulton will be attending the meeting to answer any questions

Stream Flow Information, Snowpack, & Weather

Stream flows from the USGS water resources web interface

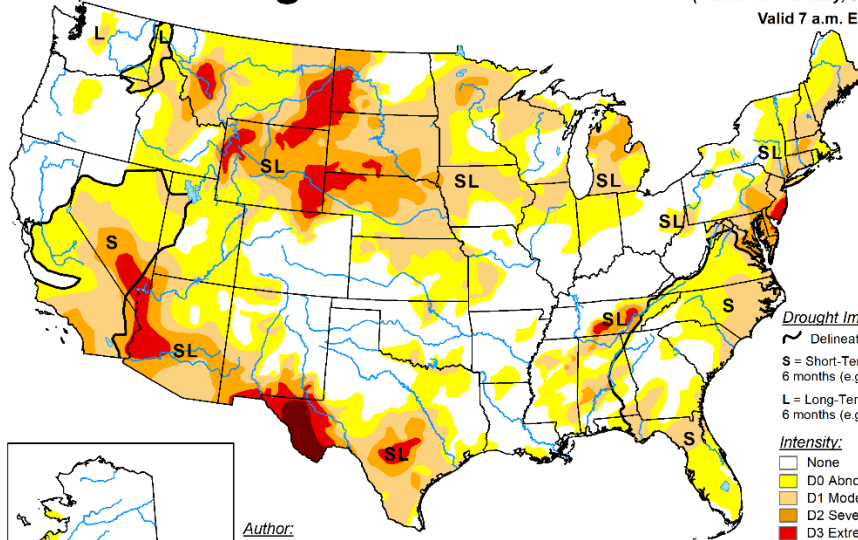
Values below for January 7, 2025

Stream & Location	Current Flow (CFS)	Mean	Median
SLATE RIVER ABOVE BAXTER GULCH @HWY 135 NEAR CRESTED BUTTE, CO	Ice	18.0	17.0
COAL CREEK ABOVE MCCORMICK DITCH AT CRESTED BUTTE, CO	Ice	---	---
EAST RIVER BELOW CEMENT CREEK NEAR CRESTED BUTTE, CO	Ice	61.0	62.0
TAYLOR RIVER BELOW TAYLOR PARK RESERVOIR, CO.	87.5	70.0	74.0
OHIO CREEK NEAR BALDWIN, CO	Parameter monitored seasonally	15.0	14.0
GUNNISON RIVER NEAR GUNNISON, CO	Ice	218	215



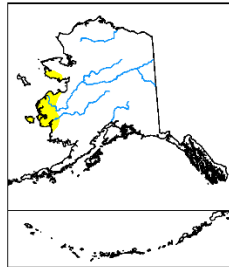
U.S. Drought Monitor

January 7, 2025
 (Released Thursday, Jan. 9, 2025)
 Valid 7 a.m. EST



Drought Impact Types:
 ~ Delineates dominant impacts
 S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
 L = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

Intensity:
 None
 D0 Abnormally Dry
 D1 Moderate Drought
 D2 Severe Drought
 D3 Extreme Drought
 D4 Exceptional Drought



Author:
 Brad Pugh
 CPC/NOAA

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>



droughtmonitor.unl.edu

Recreation and Tourist Attractions in Drought: Ski Resorts



Basemap Sources: National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, INCREMENT P

Ski Resorts in Drought

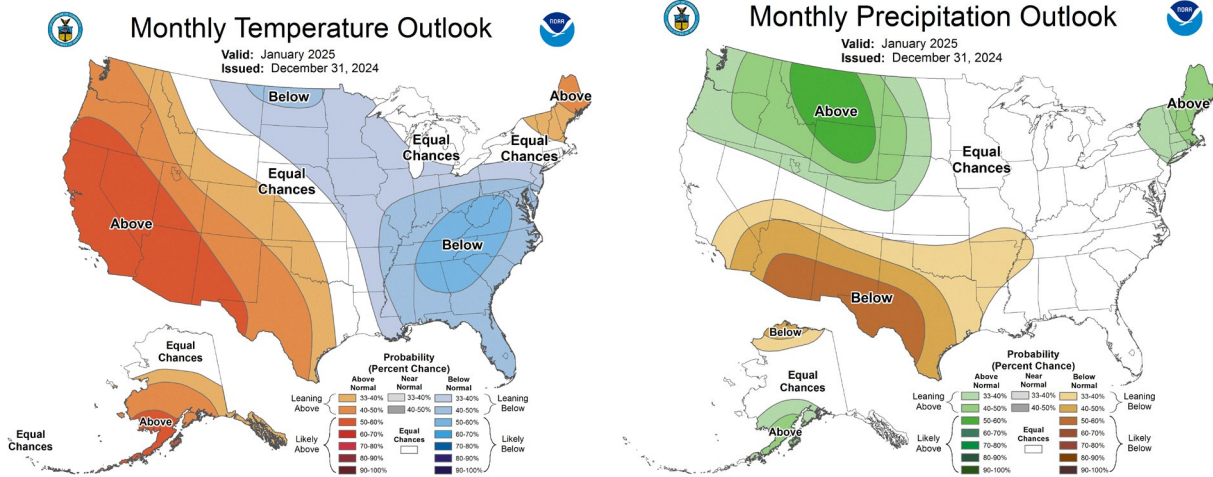
- Ski Resorts Not in Drought
- Ski Resorts in D0 - Abnormally Dry
- Ski Resorts in D1 - Moderate Drought
- Ski Resorts in D2 - Severe Drought
- Ski Resorts in D3 - Extreme Drought
- Ski Resorts in D4 - Exceptional Drought

Source(s): NOAA/NOHRSC, NSAA, U.S. Drought Monitor
 Updates Weekly: 01/02/25

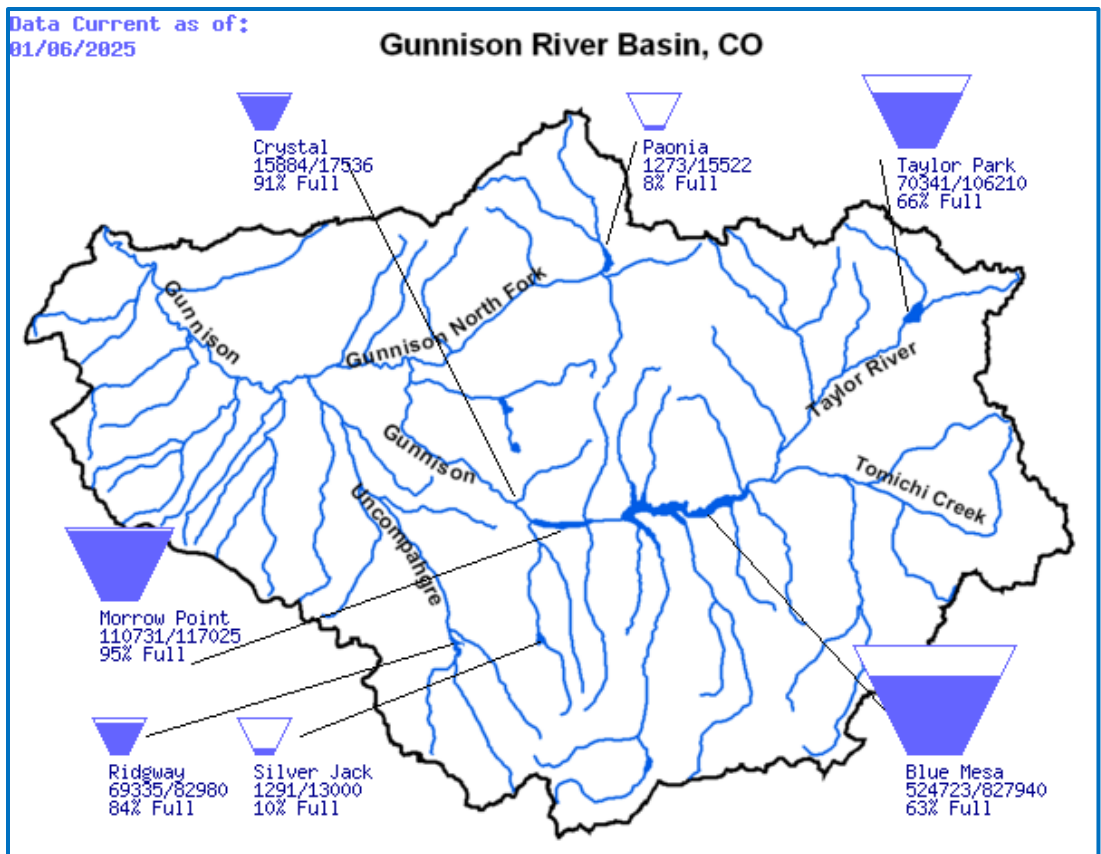
Drought.gov

Weather

The National Oceanic and Atmospheric Administration (NOAA) one-month outlook for MCBWSD indicates likely leaning above probability of normal temperatures and equal probability of normal precipitation with temperatures ranging from -20 to 35 degrees Fahrenheit.



1/7/2025	
Meridian Lake Park Reservoir No. 1	is currently at 88% of full pool.
Blue Mesa Reservoir	is currently at 63% of full pool.
Blue Mesa Reservoir	is down 6.73 feet from one year ago, and 36.33 feet below full pool.
Taylor Park Reservoir	is currently at 66% of full pool.
Lake Powell	is currently at 37% of full pool. Lake Mead is currently at 33% of full pool.
Lake Havasu	is currently at 89% of full pool. Flaming Gorge is currently at 85% of full pool.



Colorado SNOTEL Snow/Precipitation Update Report

Based on Mountain Data from NRCS SNOTEL Sites

Provisional data, subject to revision

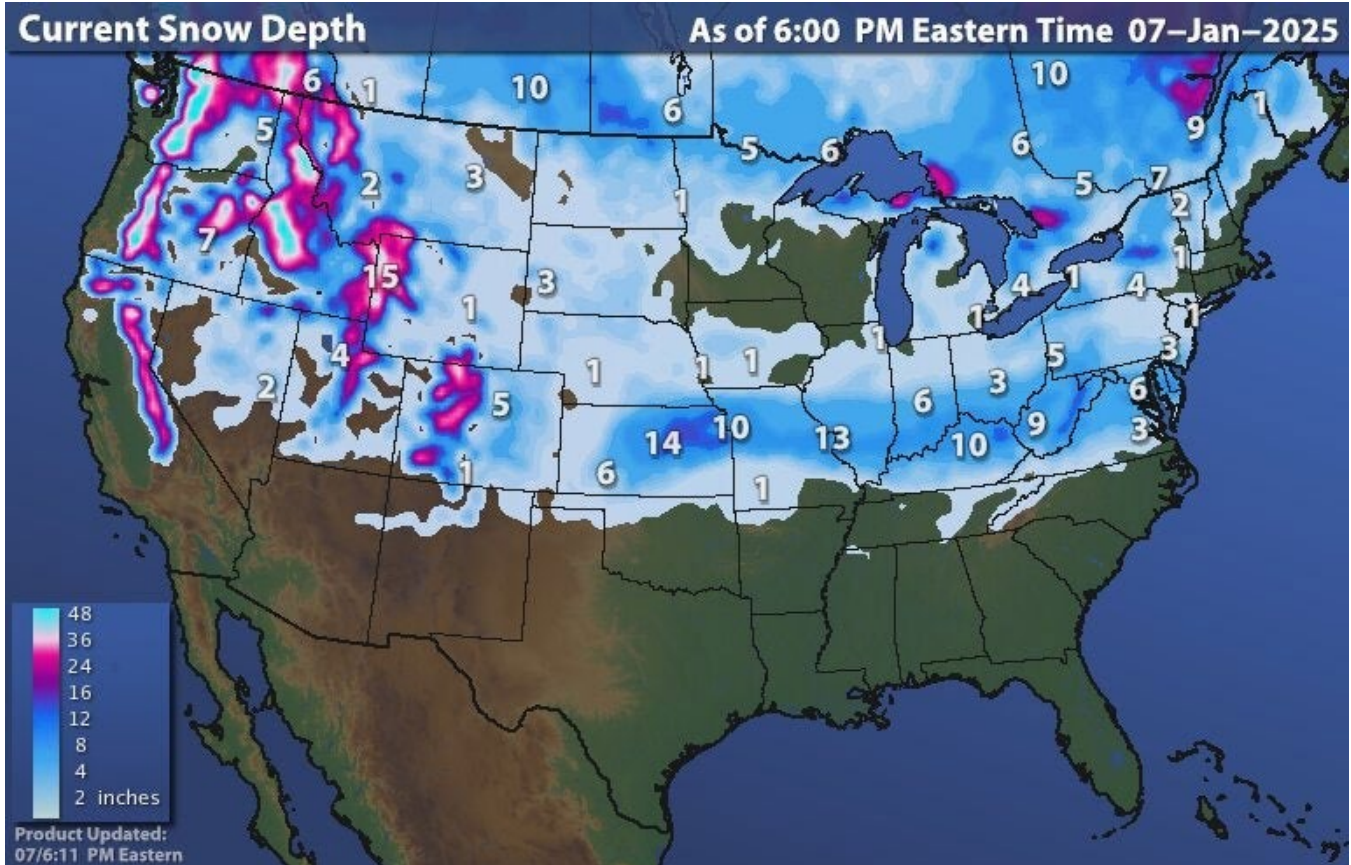
Data based on the first reading of the day (typically 00:00) for Tuesday, January 7, 2025

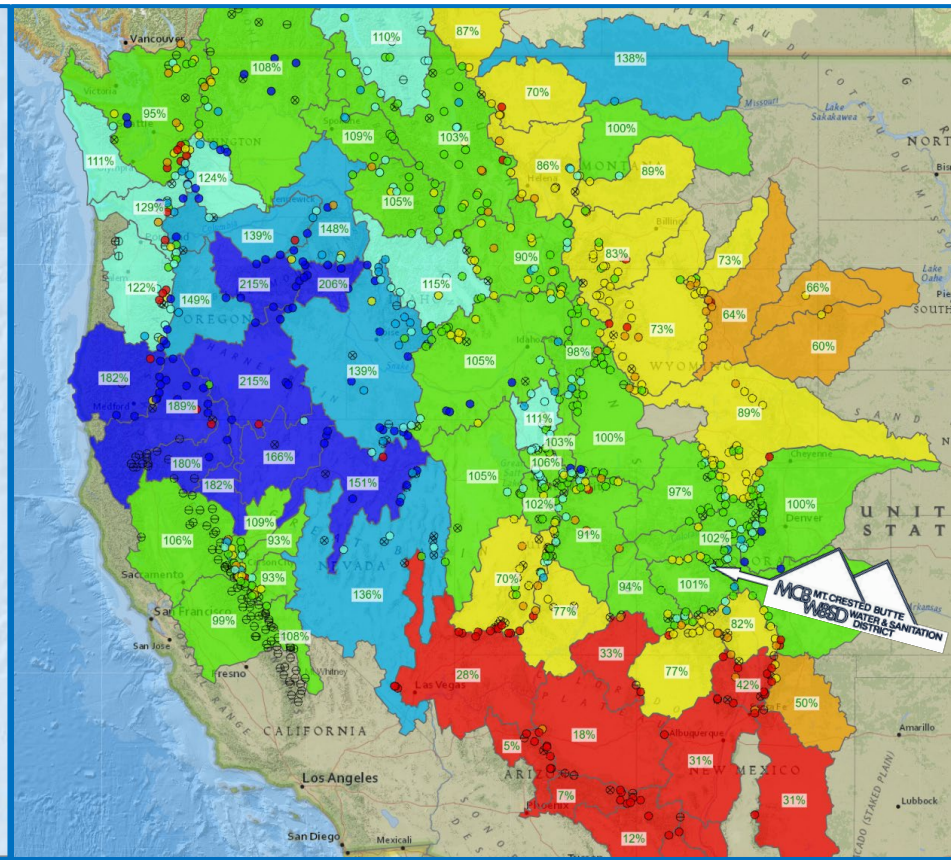
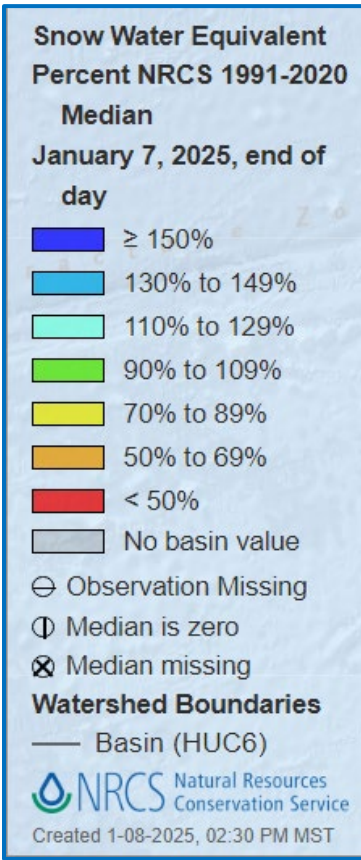
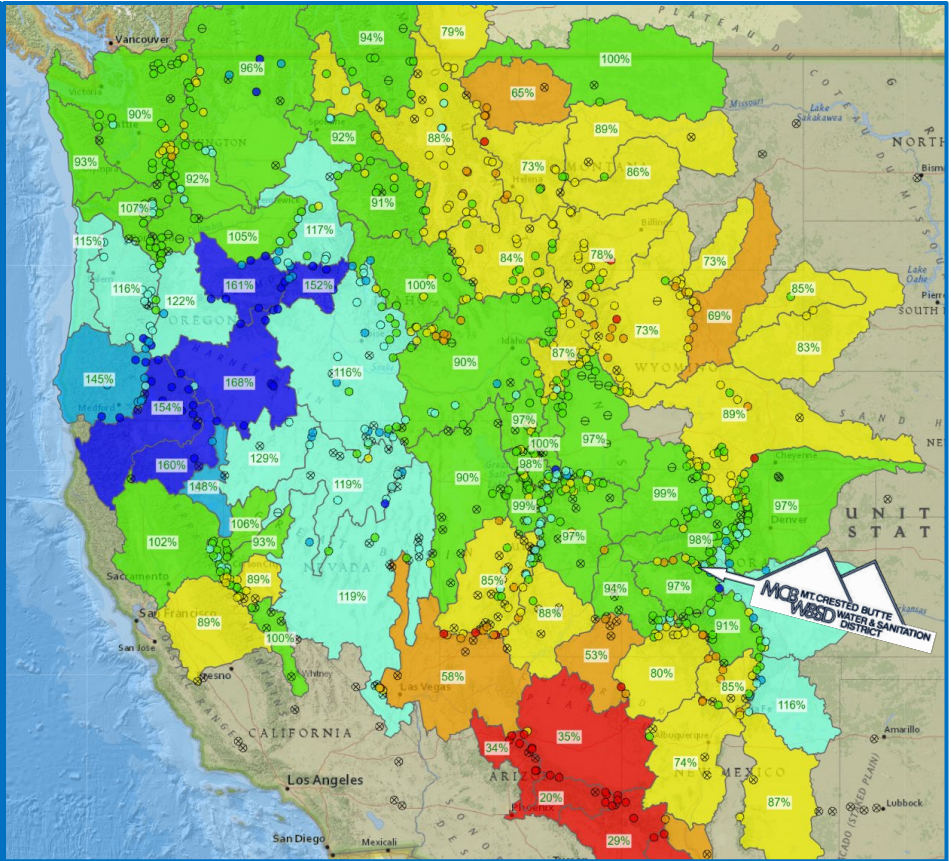
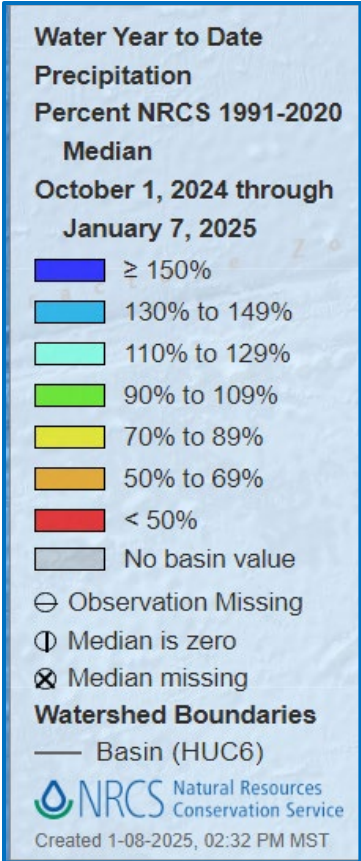
Basin Site Name	Elevation (ft)	Snow Depth (in)	Snow Water Equivalent			Water Year-to-Date Precipitation		
			Current (in)	Median (in)	% of Median	Current (in)	Average (in)	% of Average
GUNNISON RIVER BASIN								
Butte	10,200	32.0	7.5	5.8	129	8.3	7.6	109
Schofield Pass	10,653	50.0	12.6	13.7	92	13.0	14.2	92
Park Cone	9,621	22.0	5.1	4.4	116	7.6	5.7	133
Upper Taylor	10,717	31.0	6.6	6.1(11)	108	10.1	8.3(11)	122
Porphyry Creek	10,788	44.0	10.2	6.8	150	11.2	7.0	160
Basin Index (%)			102			97		

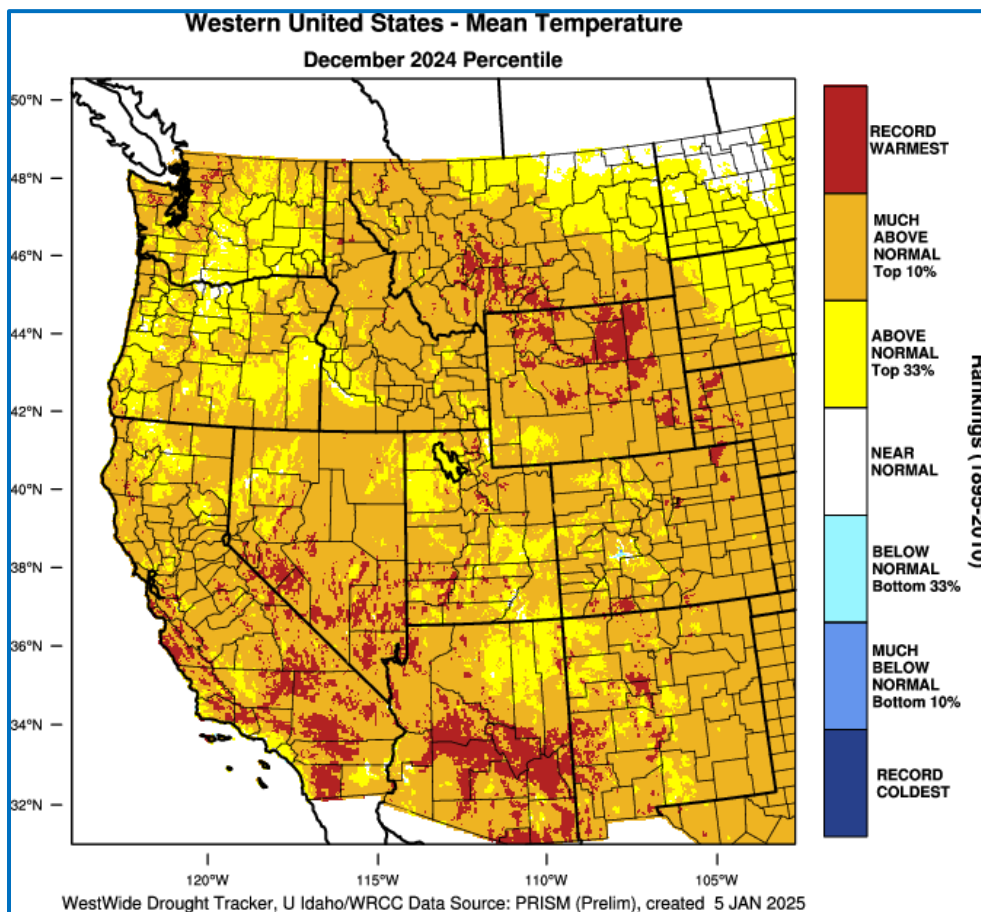
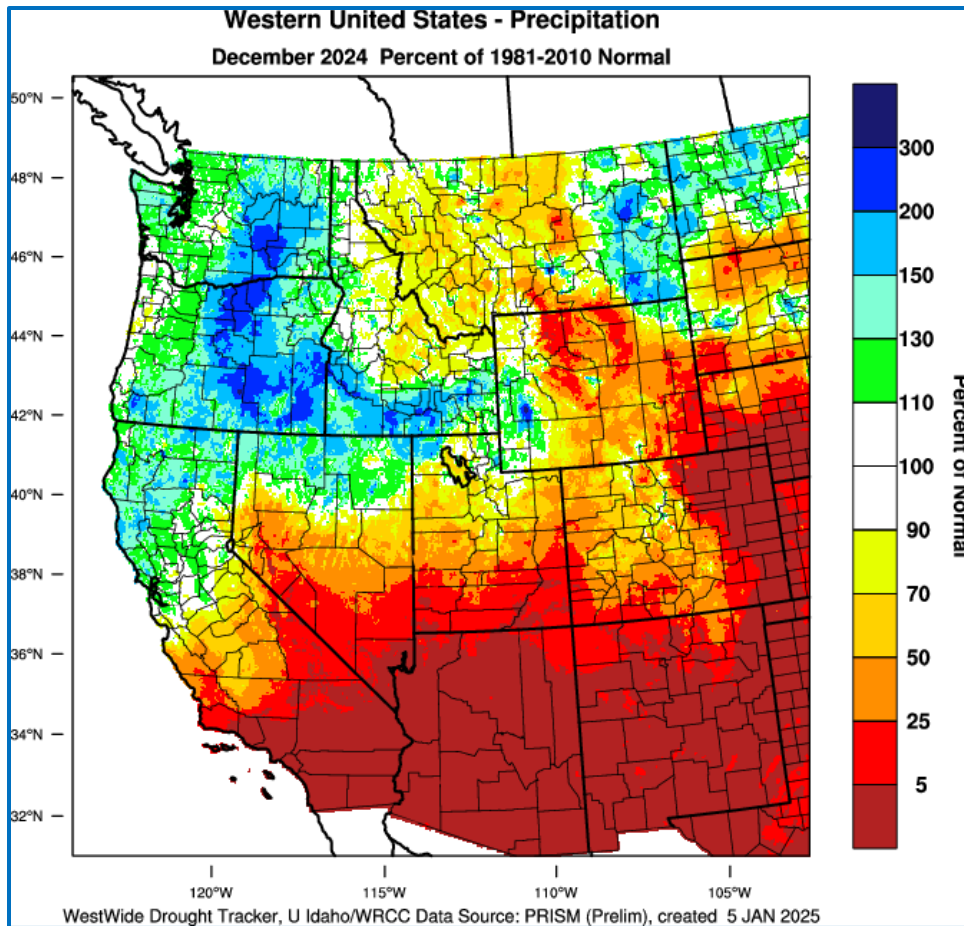
* = Analysis may not provide valid measure of condition

-M = Missing Data

GUNNISON RIVER BASIN consists of 16 SNOTEL sites. Top 5 representative MCBWSD sites listed above.







MT CRESTED BUTTE WATER & SANITATION DISTRICT
2024 FINANCIAL RESULTS
December 2024

	Actual Month					2024 Budget				YTD Percent of 2024 Budget			
	Water	Fund	Wastewater Fund	General Fund	Month Total	YTD	Actual	Water	Fund		Wastewater Fund	General Fund	Total 2024 Budget
Revenues													
Property Taxes	-	-	-	8,880	8,880	1,306,597	\$ 114,951	\$ 114,951	\$ 989,610	\$ 1,219,512	107.14%		
Transfers In(Out)	-	-	-	-	-	-	-	-	-	-	0.00%		
Tap Fees	23,692	41,344	-	-	65,035	526,781	220,000	280,000	-	500,000	105.36%		
User Fees	154,514	132,980	-	-	287,495	3,658,675	2,078,801	1,543,457	-	3,622,258	101.01%		
Availability of Service Fees	19,635	23,181	-	-	42,816	163,990	93,982	108,497	-	202,479	80.99%		
Interest Income	5,135	-	18,220	-	23,355	311,488	-	-	180,000	-	173.05%		
Miscellaneous/Other Income	804	175	-	-	979	379,745	-	-	-	0	100.00%		
MLP Surcharge	10,409	-	-	-	10,409	77,908	77,000	-	-	77,000	101.18%		
Transfer from GF Rate Stabilization Fund	-	-	-	-	-	-	-	-	-	0	0.00%		
TOTAL REVENUES	214,190	197,679	27,100	438,969	6,425,184	2,584,734	2,046,905	1,169,610	5,801,249	110.76%			
Operating Expenditures													
Chemicals	4,340	-	-	-	4,340	61,267	\$ 68,000	\$ 15,000	\$ -	\$ 83,000	73.82%		
Laboratory	3,644	8,539	-	-	12,183	91,813	27,000	75,000	-	102,000	90.01%		
Operating Equipment/Supplies	1,420	892	-	-	2,312	58,086	90,000	50,000	-	140,000	41.49%		
Safety Equipment	1,405	5,024	-	-	6,428	14,728	7,500	7,500	-	15,000	98.19%		
Uniforms	493	-	-	-	493	4,727	3,500	3,500	-	7,000	67.53%		
Outside Services	280	129	-	-	409	35,142	12,500	7,000	-	19,500	180.22%		
Repairs & Maintenance	-	45	-	-	45	477,523	198,000	120,000	-	318,000	150.16%		
Utilities	12,012	12,127	-	-	24,139	258,627	150,000	165,000	-	315,000	82.10%		
ATAD Sludge TCB	-	33,240	-	-	33,240	94,813	-	125,000	-	125,000	75.85%		
Legal	-	974	4,925	-	5,899	52,184	30,000	35,000	55,000	120,000	43.49%		
Consultants	8,516	349	2,045	-	10,910	112,582	105,000	95,000	35,000	235,000	47.91%		
Water Grant	-	-	-	-	-	2,000	2,000	-	-	2,000	100.00%		
Fuel/Vehicle Expense	5,854	3,819	246	-	9,919	58,271	35,000	24,000	3,000	62,000	93.98%		
Office Admin	5,637	3,037	9,730	-	18,404	171,915	47,000	52,500	108,500	208,000	82.65%		
Insurance - Property & Liability	4,843	4,843	2,422	-	12,109	146,566	58,000	58,000	29,000	145,000	101.08%		
Information Technology	275	105	3,971	-	4,351	64,027	10,000	14,500	37,500	62,000	103.27%		
Salaries, Taxes & Benefits	52,667	49,681	53,237	-	155,585	1,866,486	583,522	734,378	770,838	2,088,738	89.36%		
County Treasurer Fees	-	-	116	-	116	37,297	-	-	38,000	38,000	98.15%		
GF Transfers Out to Enterprise Funds	-	-	-	-	-	-	-	-	-	0	0.00%		
TOTAL OPERATING EXPENDITURES	101,386	122,805	76,691	300,882	3,608,055	1,427,022	1,581,378	1,076,838	4,085,237	88.32%			
NET OPERATING RESULTS	112,804	74,875	(49,591)	138,087	\$ 2,817,128	\$ 1,157,713	\$ 465,527	\$ 92,772	\$ 1,716,012	100.00% Year Elapsed			
Capital Expenditures													
Capital Improvements-General	2,603	124,638	-	-	127,241	\$ 1,897,462	\$ 350,000	\$ 1,727,000	\$ 8,000	\$ 2,085,000			
Capital Improvements-MLP Dam	-	-	-	-	-	\$ -	-	-	-	0			
CWRPDA Loan Draws	-	-	-	-	-	\$ -	-	-	-	-			
NET CAPITAL EXPENDITURES	2,603	124,638	-	-	127,241	\$ 1,897,462	\$ 350,000	\$ 1,727,000	\$ 8,000	\$ 2,085,000			
Debt Service Expenditures													
Bond Principal, Interest & Fees	-	-	-	-	-	1,373,367	1,373,367	-	-	-	1,373,367		
TOTAL ALL EXPENDITURES	103,989	247,442	76,691	428,122	6,878,884	3,150,389	3,308,378	1,084,838	7,543,604				
NET EXCESS(DEFICIT) OF REV/EXP	\$ 110,201.10	\$ (49,763.08)	\$ (49,591.37)	10,847	\$ (453,700)	\$ (565,654)	\$ (1,261,473)	\$ 84,772	\$ (1,742,355)				

MT. CRESTED BUTTE WATER & SANITATION DISTRICT
Statement of Cash Flow
December 2024

	December 2024	2024 YTD
Cash Balance Unrestricted Funds as of November 30, 2024 and December 31, 2023	5,312,803.69	6,085,370.60
General Fund Revenues		
Property Taxes	8,879.92	1,306,596.94
Interest Income	18,220.02	233,602.26
Other Income	-	8,047.60
Total General Fund Revenues	27,099.94	1,548,246.80
Water Fund Revenues		
User Service Fees	154,514.47	2,063,790.35
Availability Of Services Fees	19,635.41	75,204.14
Tap Fees	23,691.65	197,904.68
MLP Surcharge Fees	10,409.49	77,907.96
Interest Income	5,135.11	77,885.29
Other Income	803.53	300,380.68
Total Water Fund Revenues	214,189.66	2,793,073.10
Wastewater Fund Revenues		
User Services Fees	132,980.11	1,594,884.44
Availability of Services Fees	23,180.57	88,786.04
Tap Fees	41,343.63	328,876.80
Other Income	175.00	71,416.61
Total Wastewater Revenues	197,679.31	2,083,963.89
Total District Revenues	438,968.91	6,425,283.79
General Fund Expenditures		
Insurance	2,421.72	29,703.64
Legal	4,925.05	35,024.59
Consultants	2,045.00	24,690.00
Office Administration	9,729.68	104,225.99
Salaries, Taxes, & Benefits	53,236.50	616,274.31
Information Technology	3,971.44	33,880.37
Vehicle & Equipment Costs	245.95	1,926.55
County Treasurer's Fees	115.97	37,297.28
Total General Fund Expenditures	76,691.31	883,022.73
Water Fund Expenditures		
Operation Expenditures	23,593.14	258,336.99
Insurance	4,843.43	58,741.16
Legal	-	8,886.00
Consultants	8,515.75	70,571.06
Administrative Expenditures	5,637.32	39,051.26
Salaries, Taxes, & Benefits	52,667.07	589,045.69
Information Technology	274.97	19,106.82
Vehicle and Equipment Costs	5,853.88	26,766.47
Repairs & Maintenance	-	320,919.27

MT. CRESTED BUTTE WATER & SANITATION DISTRICT

Statement of Cash Flow

December 2024

	December 2024	2024 YTD
Total Water Fund Expenditures	101,385.56	1,391,424.72
Wastewater Fund Expenditures		
Operation Expenditures	59,951.19	360,867.52
Insurance	4,843.43	58,121.16
Legal	973.50	8,273.50
Consultants	348.75	17,320.50
Administrative Expenditures	3,037.41	31,786.01
Salaries, Taxes, & Benefits	49,681.38	663,166.51
Information Technology	104.99	11,040.12
Vehicle and Equipment Costs	3,818.90	29,577.48
Repairs & Maintenance	45.08	155,455.11
Total Wastewater Expenditures	122,804.63	1,335,607.91
Total Operating Expenditures	300,881.50	3,610,055.36
General Fund Project Expenditures	-	6,463.23
Water Fund Project Expenditures	2,603.00	48,810.25
Wastewater Fund Project Expenditures	124,637.76	1,842,188.38
CPWPDA Loan Payments	-	1,373,367.00
Total Project Outlays	127,240.76	3,270,828.86
Changes in Accruals for November and YTD	(193,618.64)	(499,738.47)
Ending Cash Balance for Unrestricted Funds as of December 31, 2024	5,130,031.70	5,130,031.70

2024 Water Fund Capital Projects Summary

102401		Project Name Timberland Phase I Improvements												
102401		Current Total Project Estimate/Approved Budget	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date
02	Engineering	10,000	-	-	10,000	-	-	-	-	-	-	-	10,000	-
05	Legal	5,000	-	-	5,000	-	-	-	-	-	-	-	5,000	-
Total Project:		15,000	-	-	15,000	-	-	-	-	-	-	-	15,000	-

102402		Project Name Jaklich Ditch Improvements												
102402		Current Total Project Estimate/Approved Budget	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date
02	Engineering	10,000	-	-	10,000	-	-	-	-	-	-	-	10,000	-
05	Legal	5,000	-	-	5,000	-	-	-	-	-	-	-	5,000	-
Total Project:		15,000	-	-	15,000	-	-	-	-	-	-	-	15,000	-

102403		Project Name Long Lake Pipeline												
102403		Current Total Project Estimate/Approved Budget	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date
01	Project Management	-	-	-	-	-	-	-	-	-	-	-	-	-
02	Engineering	190,000	-	-	190,000	14,204	5,911	-	5,000	7,560	2,603	35,277	154,723	35,277
03	Construction/Geotech	55,000	-	-	55,000	-	-	-	-	7,130	-	7,130	47,870	7,130
05	Legal	50,000	-	-	50,000	-	6,223	180	-	-	-	6,403	43,597	6,403
06	Permits	25,000	-	-	25,000	-	-	-	-	-	-	-	25,000	-
Total Project:		320,000	-	-	320,000	14,204	12,134	180	5,000	14,690	2,603	48,810	271,190	48,810
Total YTD:		\$ 350,000	\$ -	\$ -	\$ 350,000	\$ 14,204	\$ 12,134	\$ 180	\$ 5,000	\$ 14,690	\$ 2,603	\$ 48,810	\$ 301,190	\$ 48,810

2024 Wastewater Fund Capital Projects Summary

Activity#	Project Name	Start Date	Completion Date															
202004	ATAD IGA Share	1/1/2020	7/31/2024															
	202004	Current Total Project Estimate through 2024	Anticipated Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date	2024 Anticipated Budget			
06	Purchase Paid to Town of CB per IGA Consulting	\$ 1,750,000	\$ 162,458	\$ 1,587,542	\$ 1,600,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 100,000	\$ 1,662,458	\$ (12,458)			
09									4,640	2,080	3,280	10,000	(10,000)					
	Total Project:	1,750,000	162,458	1,587,542	1,600,000	-	-	1,500,000	4,640	2,080	3,280	1,510,000	90,000	1,662,458	(12,458)			
202401	I&I for 2024																	
	202401	Current Total Project Estimate	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date				
03	Construction	80,000			80,000	-	-	-	-	79,800	-	79,800	200	79,800				
	Total Project:	80,000	-	-	80,000	-	-	-	-	79,800	-	79,800	200	-				
202402	Security & Lighting System																	
	202402	Current Total Project Estimate	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date				
06	Purchase	20,000	-		20,000	-	-	6,760	3,548	343	7,203	17,854	2,146	17,854				
	Total Project:	20,000	-	-	20,000	-	-	6,760	3,548	343	7,203	17,854	2,146	17,854				
202403	616 RAM-J Blower																	
	202403	Current Total Project Estimate	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date				
03	Installation/Construction	22,000	-		22,000	-	-	-	-	-	-	-	-	22,000	-			
06	Purchase	5,000	-		5,000	21,358	-	-	-	-	-	21,358	(16,358)	21,358				
	Total Project:	27,000	-	-	27,000	21,358	-	-	-	-	-	21,358	5,642	-				
202404	Collection Interceptor Line																	
	202404	Current Total Project Estimate	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date				
01	Project Management	55,000	-		-	-	-	-	6,190	-	1,626	7,816	(7,816)	7,816				
02	Engineering	200,000	-		-	-	-	-	92,831	-	112,529	205,360	(205,360)	205,360				
03	Construction	295,000	-		-	-	-	-	-	-	-	-	-	-				
04	Contingencies	-	-		-	-	-	-	-	-	-	-	-	-				
05	Legal	-	-		-	-	-	-	-	-	-	-	-	-				
06	Purchase	-	-		-	-	-	-	-	-	-	-	-	-				
08	Permits	-	-		-	-	-	-	-	-	-	-	-	-				
09		-	-		-	-	-	-	-	-	-	-	-	-				
10	Developer Repayments	-	-		-	-	-	-	-	-	-	-	-	-				
	Total Project:	550,000	-	-	-	-	-	-	99,021	-	114,155	213,176	(205,360)	205,360				
	Total Budget:	\$ 1,877,000	\$ 162,458	\$ 1,587,542	\$ 1,727,000	\$ 21,358	\$ -	\$ 1,506,760	\$ 107,209	\$ 82,223	\$ 124,638	\$ 1,842,188	\$ 97,988	\$ 1,680,312				

2024 General Fund Capital Projects Summary

Activity# Project Name
902401 Computer & Phones

	902401	Current Total Project Estimate/Approved Budget	Project Costs Through 2023	Project Life Costs Remaining at 12.31.23	2024 Budget	Q1 2024 Costs Incurred	Q2 2024 Costs Incurred	Q3 2024 Costs Incurred	October 2024 Costs Incurred	November 2024 Costs Incurred	December 2024 Costs Incurred	2024 YTD Costs	Remaining 2024 Budget	Total Historical Project Costs to Date
06	Purchase	\$ 8,000	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ 6,463	\$ -	\$ -	\$ -	\$ 6,463	\$ 1,537	\$ 6,463
	Total Project:	8,000	-	-	8,000	-	-	6,463	-	-	-	6,463	1,537	6,463
	Total YTD:	\$ 8,000	\$ -	\$ -	\$ 8,000			\$ 6,463	\$ -	\$ -	\$ -	\$ 6,463	\$ 1,537	\$ 6,463

Water Fund Consulting Summary

Activity#	2024 Budget Plan	Vendor-Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget
102430	\$ 25,000	General	\$ 2,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,591	\$ 22,409
102431	15,000	LRE Water - Water Rights	2,976	9,312	8,093	-	-	542	20,923	(5,923)
102432	50,000	HDR - ArcGIS, Misc.	6,259	22,325	8,388	2,111	-	7,974	47,057	2,943
102433	5,000	Carollo Engineers- MLP Water Color	-	-	-	-	-	-	-	5,000
102434	10,000	Lead & Copper Rule Revision	-	-	-	-	-	-	-	10,000
102435										
	\$ 105,000		\$ 11,826	\$ 31,637	\$ 16,481	\$ 2,111	\$ -	\$ 8,516	\$ 70,571	\$ 34,429

Wastewater Fund Consulting Summary

Activity#	2024 Budget Plan	Vendor-Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget
202430	\$ 25,000	General	\$ 1,537	\$ -	\$ -	\$ 101	\$ -	\$ -	\$ 1,638	\$ 23,362
202431	10,000	Alpine Environmental Consultants - Sampling	-	-	-	-	-	-	-	10,000
202432	25,000	Carollo Engineers - TIN Compliance	228	728	698	-	-	349	2,003	22,998
202433	35,000	White River Consultants	-	-	13,680	-	-	-	13,680	21,320
202434										
	\$ 95,000		\$ 1,765	\$ 728	\$ 14,378	\$ 101	\$ -	\$ 349	\$ 17,321	\$ 77,680

General Fund Consulting Summary

Activity#	2024 Budget Plan	Vendor-Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget
902430	\$ 10,000	General	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 6,000
902431	\$ 25,000	Raftelis Consuting	-	-	5,008	8,715	4,923	2,045	20,690	4,310
902432										
	\$ 35,000		\$ -	\$ 4,000	\$ 5,008	\$ 8,715	\$ 4,923	\$ 2,045	\$ 24,690	\$ 10,310

Water Fund Scheduled Repair & Maintenance Expenditures

2024 Budget											
Activity#	Plan	Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget	
102440	\$ 20,000	General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
102441	3,000	Backhoe Tire Replacement	-	-	1,940	-	-	-	1,940	1,060	
102442	15,000	WTP Revegetation	-	486	1,661	-	-	-	2,147	12,853	
102443	15,000	Hydrant Replacement (2)	-	-	-	16,717	-	-	16,717	(1,717)	
102444	10,000	MLP Skid A Controller	-	3,634	-	-	2,405	-	6,039	3,961	
102445	5,000	Generator Service Preventive Maintenance	-	1,539	-	10,913	-	-	12,452	(7,452)	
102446	5,000	2023 Chevrolet Topper	-	-	4,460	-	-	-	4,460	540	
102447											
\$ 73,000			\$ -	\$ 5,659	\$ 8,061	\$ 27,629	\$ 2,405	\$ -	\$ 43,754	\$ 29,246	
\$ 125,000	General Repairs		\$ 1,523	\$ 112,722	\$ 55,670	\$ 108,390	\$ 9	\$ -	\$ 278,313	\$ (153,313)	
\$ 198,000	Total Repairs and Maintenance		\$ 1,523	\$ 118,381	\$ 63,731	\$ 136,019	\$ 2,413	\$ -	\$ 322,068	\$ (124,068)	

Wastewater Fund Scheduled Repair & Maintenance Expenditures

2024 Budget											
Activity#	Plan	Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget	
202440	\$ 20,000	General	\$ -	\$ -	\$ 2,010	\$ -	\$ -	\$ -	\$ 2,010	17,990	
202441	20,000	Crack Seal/Asphalt	-	-	-	24,770	-	-	24,770	(4,770)	
202442	5,000	Backup Heat for Headworks Building	418	3,094	-	-	-	-	3,513	1,487	
202443										-	
\$ 45,000			\$ 418	\$ 3,094	\$ 2,010	\$ 24,770	\$ -	\$ -	\$ 30,293	\$ 14,707	
\$ 75,000	General Repairs		\$ 29,670	\$ 57,894	\$ 16,054	\$ 20,677	\$ 822	\$ 45	\$ 125,162	\$ (50,162)	
\$ 120,000.00	Total Repairs and Maintenance		\$ 30,088	\$ 60,988	\$ 18,065	\$ 45,447	\$ 822	\$ 45	\$ 155,455	\$ (35,455)	

Water Fund Legal Expenditures

2024 Budget											
Activity#	Plan	Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget	
102450	\$ 20,000	General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
102451	10,000	Water Rights	1,440	5,436	1,146	-	864	-	8,886	1,114	
102452										-	
										-	
\$ 30,000			\$ 1,440	\$ 5,436	\$ 1,146	\$ -	\$ 864	\$ -	\$ 8,886	\$ 21,114	

Wastewater Fund Legal Expenditures

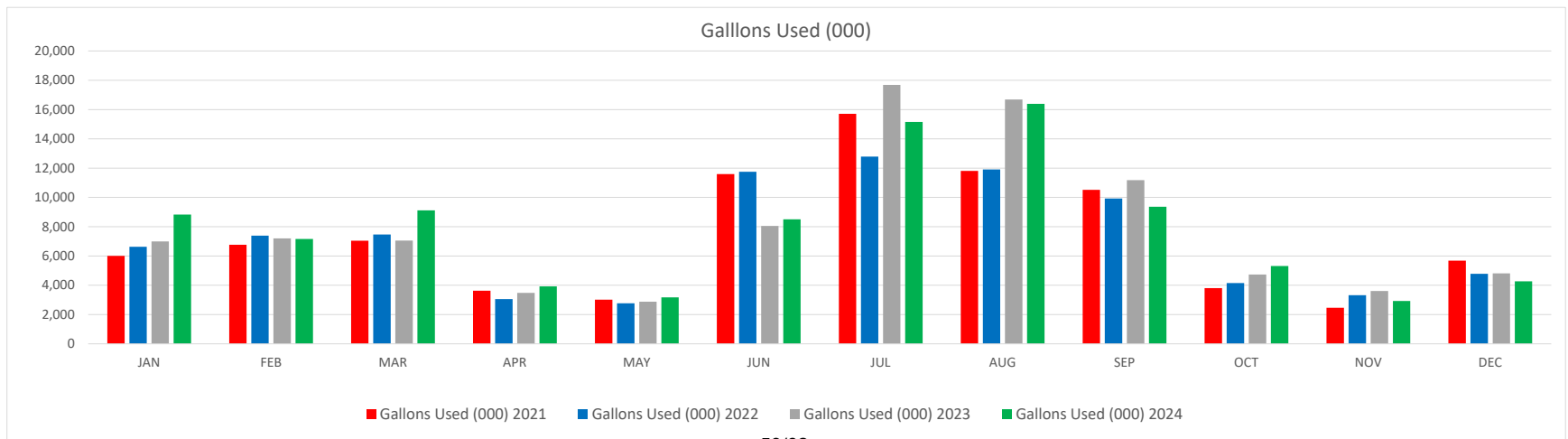
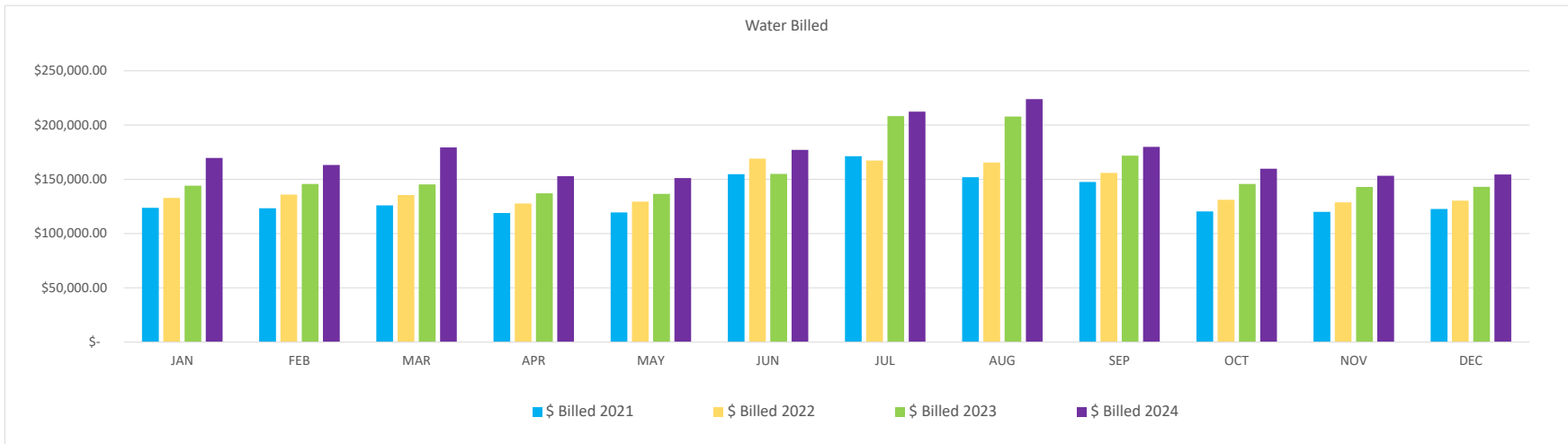
2024 Budget											
Activity#	Plan	Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget	
202450	\$ 20,000	General	\$ -	\$ 1,467	\$ 4,771	\$ 856	\$ 207	\$ 974	\$ 8,274	\$ 11,727	
202451	15,000	Discharge Permit	-	-	-	-	-	-	-	15,000	
202452										-	
										-	
\$ 35,000			\$ -	\$ 1,467	\$ 4,771	\$ 856	\$ 207	\$ 974	\$ 8,274	\$ 26,727	

General Fund Legal Expenditures

2024 Budget											
Activity#	Plan	Project	Q1	Q2	Q3	October	November	December	YTD	Remaining Budget	
902450	\$ 30,000	General	\$ 5,503	\$ 8,981	\$ 10,610	\$ 1,505	\$ 2,612	\$ 4,925	\$ 34,136	\$ (4,136)	
902451	25,000	Town of Crested Butte - ATAD Treatment Plant	-	506	177	-	207	-	889	24,111	
902452										-	
										-	
\$ 55,000			\$ 5,503	\$ 9,486	\$ 10,787	\$ 1,505	\$ 2,819	\$ 4,925	\$ 35,025	\$ 19,975	

MT CRESTED BUTTE WATER & SANITATION DISTRICT
Water Billing: \$ and Gallons(000)

	\$ Billed 2021	\$ Billed 2022	\$ Billed 2023	\$ Billed 2024		Gallons Used (000) 2021	Gallons Used (000) 2022	Gallons Used (000) 2023	Gallons Used (000) 2024	\$ +/- 2022-2021	\$ +/- 2023-2022	\$ +/- 2024-2023
JAN	\$ 123,763.96	\$ 132,850.21	\$ 144,088.07	\$ 169,743.52	JAN	6,008	6,627	6,993	8,829	\$ 9,086.25	\$ 11,237.86	\$ 25,655.45
FEB	123,331.00	135,950.03	145,777.33	163,269.21	FEB	6,770	7,387	7,204	7,166	\$ 12,619.03	\$ 9,827.30	\$ 17,491.88
MAR	126,026.75	135,478.37	145,385.27	179,436.37	MAR	7,043	7,467	7,052	9,114	\$ 9,451.62	\$ 9,906.90	\$ 34,051.10
APR	118,923.50	127,769.41	137,174.97	152,925.20	APR	3,632	3,050	3,475	3,920	\$ 8,845.91	\$ 9,405.56	\$ 15,750.23
MAY	119,506.85	129,465.28	136,517.64	151,103.04	MAY	3,013	2,770	2,876	3,169	\$ 9,958.43	\$ 7,052.36	\$ 14,585.40
JUN	154,760.91	169,098.95	155,036.55	177,091.09	JUN	11,590	11,753	8,053	8,508	\$ 14,338.04	\$ (14,062.40)	\$ 22,054.54
JUL	171,345.23	167,289.71	208,339.96	212,359.70	JUL	15,709	12,785	17,686	15,154	\$ (4,055.52)	\$ 41,050.25	\$ 4,019.74
AUG	151,927.65	165,487.77	207,934.20	223,898.47	AUG	11,813	11,905	16,691	16,390	\$ 13,560.12	\$ 42,446.43	\$ 15,964.27
SEP	147,634.10	155,882.29	171,859.95	179,984.52	SEP	10,519	9,923	11,177	9,363	\$ 8,248.19	\$ 15,977.66	\$ 8,124.57
OCT	120,369.91	131,117.77	145,751.79	159,841.55	OCT	3,809	4,151	4,736	5,320	\$ 10,747.86	\$ 14,634.02	\$ 14,089.76
NOV	120,081.93	128,730.12	142,934.17	153,314.51	NOV	2,463	3,325	3,608	2,930	\$ 8,648.19	\$ 14,204.05	\$ 10,380.34
DEC	122,656.95	130,350.05	143,070.65	154,514.47	DEC	5,685	4,782	4,813	4,271	\$ 7,693.10	\$ 12,720.60	\$ 11,443.82
	\$ 1,600,328.74	\$ 1,709,469.96	\$ 1,883,870.55	\$ 2,077,481.65		88,054	88,054	85,925	94,134	\$ 109,141.22	\$ 174,400.59	\$ 193,611.10



December 2024 Cash Expenditure Report

Date	Check Number	Payee or Description	Check Amount	
12/2/2024	11302401	COLORADO STATE TAXES	3,986.00	PAYROLL EXPENSE
12/2/2024	11302402	CRA 401a	6,693.30	PAYROLL EXPENSE
12/2/2024	11302403	CRA 457b	3,469.35	PAYROLL EXPENSE
12/2/2024	11302404	FEDERAL WITHHOLDING TAXES	14,785.15	PAYROLL EXPENSE
12/2/2024	11302405	CO EMPLOYER BENEFIT TRUST CEBT	30,368.12	EMPLOYEE INSURANCE
12/3/2024	92201	DIRECT DEPOSIT TOTAL	34,231.22	PAYROLL EXPENSE
12/4/2024	1	ACH MAINT FEES CBOC MISC W & WW - NOW	110.40	
12/13/2024	18716	ACZ LABORATORIES, INC	740.90	
12/13/2024	18717	AECOM TECHNICAL SERVICES, INC	2,603.00	CAP IMP - W 10240302
12/13/2024	18718	AMAZON CAPITAL SERVICES	502.41	
12/13/2024	18719	BASS PRO SHOPS	140.93	
12/13/2024	18720	BUBBLE WRAP, THE	8.50	
12/13/2024	18721	CAROLLO ENGINEERS	348.75	CONSULTANTS 202432
12/13/2024	18722	CARQUEST - MONTY'S AUTO PARTS	69.86	
12/13/2024	18723	CENTURY EQUIPMENT COMPANY	4,076.82	VEHICLE EXPENSE
12/13/2024	18724	CITY OF GUNNISON	175.00	
12/13/2024	18725	COLORADO ANALYTICAL LAB, INC.	396.00	
12/13/2024	18726	CONSOLIDATED ELECTRICAL DISTRIBUTORS	103.40	CAP IMP - WW 20240206
12/13/2024	18727	CRESTED BUTTE ACE HARDWARE	501.34	
12/13/2024	18728	CRESTED BUTTE NEWS INC	557.15	
12/13/2024	18729	ENERGY LABORATORIES, INC.	1,020.00	LAB EXPENSE
12/13/2024	18730	FASTENAL COMPANY	3,387.18	SAFETY & OP SUPPLIES
12/13/2024	18731	FULLMER'S ACE HARDWARE CO INC	44.98	
12/13/2024	18732	GRAND JUNCTION WINWATER CO.	931.34	
12/13/2024	18733	GUNNISON COUNTY ELECTRIC ASSOC	19,450.88	UTILITIES
12/13/2024	18734	HACH COMPANY	2,605.05	LAB EXPENSE
12/13/2024	18735	HDR, INC.	116,784.81	CAP IMP - WW 20240401 \$1,247.50, 20240402 \$94,767.31, CONSULTANTS 102432 \$7,973.75, DEVELOPER DEPOSITS \$12,796.25
12/13/2024	18736	JVA, INCORPORATED	376.00	
12/13/2024	18737	LAW OF THE ROCKIES, LLC	4,100.50	LEGALS 902450 \$2,832.00, LEGALS 202450 \$973.50, DEVELOPER DEPOSITS \$295.00
12/13/2024	18738	NAPA - LAUDICK AUTO PARTS INC	45.74	
12/13/2024	18739	PARISH OIL CO., INC.	2,356.09	FUEL
12/13/2024	18740	PROFESSIONAL DOCUMENT SOLUTION, INC.	61.00	
12/13/2024	18741	RAFTELIS FINANCIAL CONSULTANTS, INC.	2,045.00	CONSULTANTS 902431
12/13/2024	18742	ROCKY HIGH CLEANING SERVICES	700.00	
12/13/2024	18743	STREAMLINE	350.00	
12/13/2024	18744	TREATMENT TECHNOLOGY	4,339.79	CHEMICALS
12/13/2024	18745	UTILITY NOTIFICATION CENTER OF COLORADO	12.90	

December 2024 Cash Expenditure Report

Date	Check Number	Payee or Description	Check Amount	
12/13/2024	12132401	FERRELL, JONATHAN D.	100.00	
12/13/2024	12132402	GRINDLAY, NANCY R.	100.00	
12/13/2024	12132403	O'BRIEN, JENNIFER	100.00	
12/13/2024	12132404	WHITE BEAR ANKELE TANAKA & WALDRON	2,093.05	LEGALS 902450
12/13/2024	12132405	ATMOS ENERGY	4,781.95	UTILITIES
12/13/2024	12132406	CENTURYLINK	481.25	
12/13/2024	12132407	ELAN FINANCIAL SERVICES	7,207.07	IT SERVICES, OFFICE EXPENSE, EDUCATION, OP SUPPLIES, SAFETY, TRAVEL
12/13/2024	12132408	SPECTRUM - CHARTER COMMUNICATIONS	209.98	
12/13/2024	12132409	VERIZON WIRELESS	453.31	
12/13/2024	12132410	WASTE MANAGEMENT CORPORATE SER, INC	245.60	
12/13/2024	12132411	WASTE MANAGEMENT CORPORATE SER, INC	150.76	
12/13/2024	12132412	WRIGHT EXPRESS FLEET SVC	1,387.80	FUEL
12/16/2024	12172401	CRA 401a	6,693.30	PAYROLL EXPENSE
12/16/2024	12172402	CRA 457b	5,469.35	PAYROLL EXPENSE
12/16/2024	12172403	FEDERAL WITHHOLDING TAXES	14,211.69	PAYROLL EXPENSE
12/17/2024	92202	DIRECT DEPOSIT TOTAL	31,771.25	PAYROLL EXPENSE
12/27/2024	18746	ADVANCED PUMP & EQUIPMENT, INC	382.21	
12/27/2024	18747	ALAN WARTES MEDIA	310.88	
12/27/2024	18748	AMAZON CAPITAL SERVICES	169.95	
12/27/2024	18749	BASS PRO SHOPS	351.87	
12/27/2024	18750	BOBCAT OF THE ROCKIES	300.52	
12/27/2024	18751	CARQUEST - MONTY'S AUTO PARTS	911.14	
12/27/2024	18752	CB AUTO REPAIR	200.63	
12/27/2024	18753	CONSOLIDATED ELECTRICAL DISTRIBUTORS	339.39	CAP IMP - WW 20240206
12/27/2024	18754	DUGAN, BRENT	1,520.00	EDUCATION - OSHA 10 TRAINING
12/27/2024	18755	ENERGY LABORATORIES, INC.	1,474.00	LAB EXPENSE
12/27/2024	18756	FASTENAL COMPANY	282.38	
12/27/2024	18757	FISHER SCIENTIFIC	96.48	
12/27/2024	18758	HACH COMPANY	468.01	
12/27/2024	18759	HDR, INC.	18,140.16	CAP IMP - WW 20240401 \$378.75, 20240402 \$17,761.41
12/27/2024	18760	LRE WATER	542.00	CONSULTANTS 102431
12/27/2024	18761	MILLIPORE CORPORATION	5,201.98	LAB EXPENSE
12/27/2024	18762	NAPA - LAUDICK AUTO PARTS INC	705.96	
12/27/2024	18763	RAFTELIS FINANCIAL CONSULTANTS, INC.	3,280.00	CAP IMP - WW 20200409
12/27/2024	18764	ROCKY HIGH CLEANING SERVICES	560.00	
12/27/2024	18765	STANDARD TIRE & SERVICE CENTER	60.00	
12/27/2024	18766	STANFORD COMPUTER & TECHNICAL SERVICES	6,880.00	CAP IMP - WW 20240206 \$6,760, IT SERVICES \$120.00
12/27/2024	18767	STUDSON, INC	3,173.54	SAFETY EQUIPMENT

December 2024 Cash Expenditure Report

Date	Check Number	Payee or Description	Check Amount	
12/27/2024	18768	TOWN OF CRESTED BUTTE	33,240.00	OUTSIDE SERVICES - ATAD FOR Q3 2024
12/27/2024	18769	U.S. GEOLOGICAL SURVEY	2,414.00	PERMITS
12/27/2024	18770	ULINE	3,023.82	FURNITURE & FIXTURES
12/27/2024	12272401	SPECTRUM - CHARTER COMMUNICATIONS	274.97	
12/27/2024	12272402	UPS	112.20	
12/27/2024	12272403	UPS	13.91	
12/27/2024	12272404	VERIZON WIRELESS	453.31	
12/31/2024	12312430	COLORADO SPECIAL DIST PROP & LIAB POOL	137,197.00	COMMERCIAL INSURANCE FOR 2025
12/31/2024	12312431	COLORADO SPECIAL DIST PROP & LIAB POOL	27,415.00	WORKER'S COMP FOR 2025
			<u>587,430.53</u>	