

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, March 4, 2019

Council Chambers, Crested Butte Town Hall

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

6:00 WORK SESSION

1) Discuss Potential Removal of the Sidewalk on the South Side of Red Lady by the School.

6:25 2) Update on Progress at Center for the Arts by Jenny Birnie and Joel Benisch.

6:45 3) Update from County Commissioner Roland Mason.

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

7:02 INTERVIEWS FOR COUNCIL MEMBER APPOINTMENT

7:20 APPOINTMENT OF COUNCIL MEMBER

7:25 APPROVAL OF AGENDA

7:30 CONSENT AGENDA

1) February 19, 2019 Regular Town Council Meeting Minutes.

The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. The Mayor will ask if any citizen or council member wishes to have any specific item discussed. You may request that an item be removed from Consent Agenda at that time, prior to the Council's vote. Items removed from the Consent Agenda will be considered under New Business.

7:35 PUBLIC COMMENT

Citizens may make comments on item not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments may be limited to five minutes.

7:40 STAFF UPDATES

7:50 PUBLIC HEARING

1) Ordinance No. 4, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Deed Restrictions on Certain Properties in the Paradise Park Subdivision and Replacement with New Deed Restrictions.

7:55 2) Ordinance No. 5, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Transfer of Town-Owned Property Legally Described as Lots 1-6, Block 76 and Lot 10 Block 77, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Bywater, LLC for the Construction of Affordable Housing.

8:00 3) Ordinance No. 7, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at Downstairs North Room of the "Old Town Hall" Located on Lot 1 and Part of Lot 2, Block 29 to Paragon Gallery.

8:05 NEW BUSINESS

1) Purchase Contract with Bywater for Town's Block 77, Lot 10 Duplex.

8:15 2) Resolution No. 4, Series 2019 – A Resolution of the Crested Butte Town Council Finding the Slate River Annexation Petition to be in Substantial Compliance with State Statutes and Setting a Public Hearing on said Petition.

8:25 3) Ordinance No. 8, Series 2019 – An Ordinance of the Crested Butte Town Council Adding Ordinance 10-6-60 Prohibiting the Possession of Tobacco/Nicotine Products by Persons Under the Age of Eighteen to the General Offenses Section of the Crested Butte Municipal Code; And Providing Penalties for Violation Thereof.



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

Town Council Values

- *Support Crested Butte's quality of life*
- *Promote resource efficiency and environmental stewardship*
- *Encourage a sustainable and healthy business climate*
- *Maintain an authentic and unique community*
- *Remain fiscally responsible*
- *Continue thoughtful management of our historic character*
- *Seek collaborative solutions to regional and local issues*

- 8:35** 4) Ordinance No. 9, Series 2019 – An Ordinance of the Crested Butte Town Council Amending, Chapter 18, Article 2, Section 19-2-30 of the Town Code Related to Building Regulations.
- 8:45** 5) Ordinance No. 3, Series 2019 - An Ordinance of the Crested Butte Town Council Amending the Town Code to Amend Crested Butte Municipal Code Section 18-2-30 (6) Concerning Fire Suppression Requirements for Townhomes Under the International Residential Code.
- 8:55** 6) Adoption of Policy for Town Council Use of Social Media.
- 9:05** 7) Council Member Appointments to Boards and Committees.

9:15 **LEGAL MATTERS**

9:20 **COUNCIL REPORTS AND COMMITTEE UPDATES**

9:30 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:40 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, March 18, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 1, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 15, 2019 - 6:00PM Work Session - 7:00PM Regular Council

9:45 **EXECUTIVE SESSION**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding possible land acquisition.

10:05 **ADJOURNMENT**



Staff Report March 4, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Shea D Earley, Public Works Director
Subject: Red Lady Sidewalk Removal

Summary:

Since the decision was made to defer on any intersection improvements at SH 135/Red Lady/7th, Town and Crested Butte Community School (CBCS) staff have tried to alleviate the intersection conflicts by implementing projects to modify user behavior. One of the most productive ways to alleviate this issue is to separate vehicular traffic from pedestrian traffic. In accordance with this effort, Town staff and CBCS are proposing to eliminate the sidewalk along the south side of Red Lady, between the entrance to the school and 7th Street, as well as, the crosswalk on Red Lady at the intersection of Red Lady/7th.

Background:

The SH 135/Red Lady/7th intersection places pedestrians in an already confusing and dangerous 3-road intersection. Vehicles entering the intersection from SH 135 are attempting to reduce speed from three speed transition zones to our 15 mph speed limit in a restricted timeframe. Additionally, both north and southbound SH 135 traffic turn onto Red Lady and 7th without the aid of traffic controls (stop or yield signs) where vehicles should, but don't always, yield to pedestrian traffic. Because SH 135 is a State right-of-way, placing a crossing guard at this intersection is not allowed and would likely place the School District and Town at high risk of liability. The vehicle-vehicle and vehicle-pedestrian conflict at this intersection makes it less than ideal and potentially dangerous as a designated Safe Route to School.

Town staff in conjunction with JVA, McDowell Engineering, and CBCS staff executed a traffic and engineering study, as part of the CBCS Master Plan, to assist with determining a solution to the failing intersection at SH 135/Red Lady/7th, as well as, the associated traffic – pedestrian conflicts. As part of this plan, a Safe Routes to School Plan was developed to shift pedestrian traffic away from the problematic intersection. In 2018, public works installed a sidewalk along the south side of Belleview Ave. The sidewalk now connects pedestrian traffic coming from SH 135 to the existing Safe Routes to School sidewalk along 8th Street, thereby eliminating the need for pedestrian traffic to utilize the crosswalks at SH135/Red Lady/7th intersection.

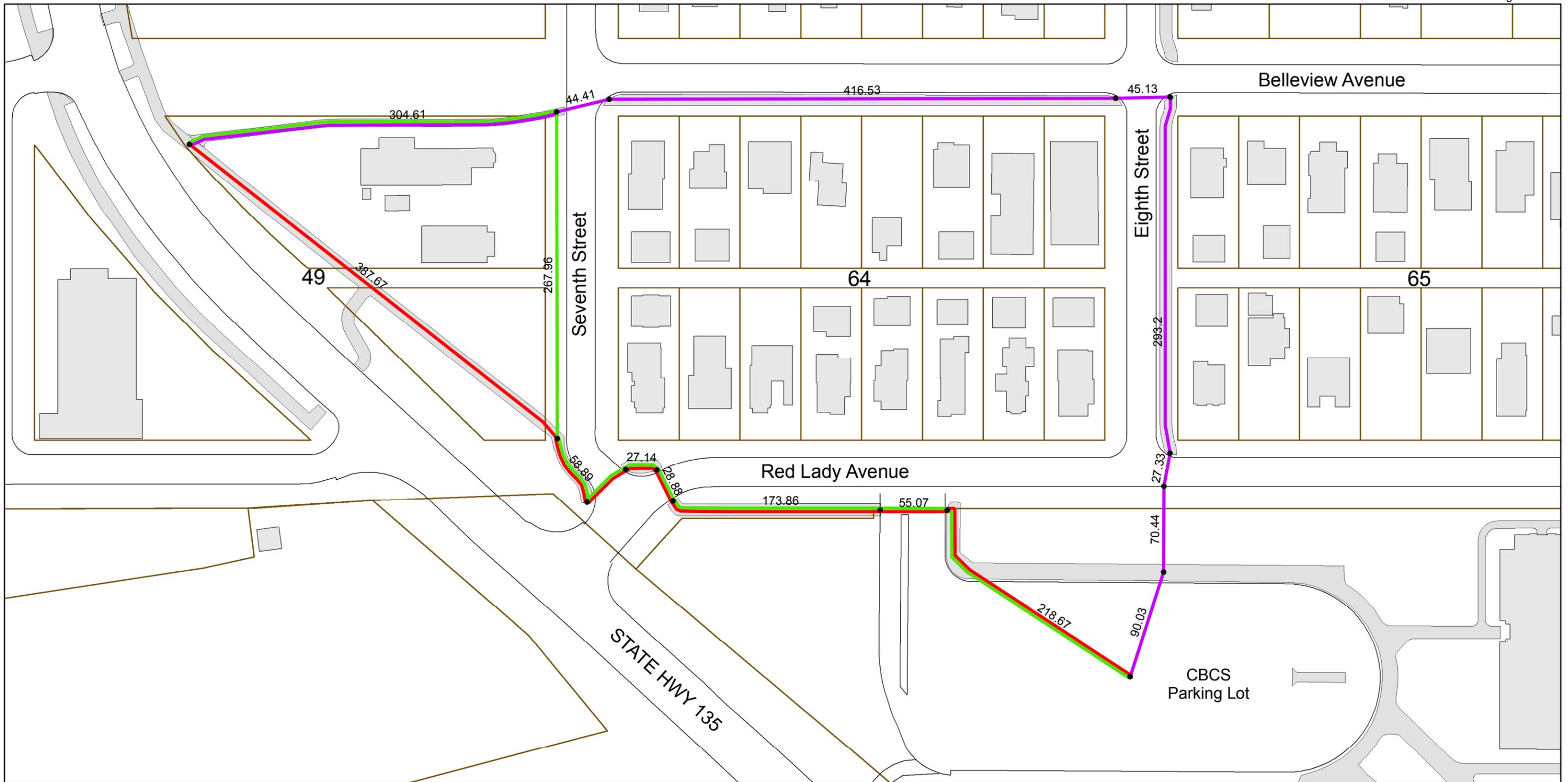
This addition to the Safe Routes has worked to substantially reduce the number of pedestrians crossing at the SH135/Red Lady/7th intersection. This has not only improved safety for pedestrians by removing them from an unsafe situation but has significantly reduced traffic back-ups onto SH 135. In previous years the traffic would back-up onto the highway as the crossing guard stopped the flow of traffic to allow pedestrians to cross.

However, despite educational efforts by CBCS leadership and staff, some kids continue to take the old route. With the cessation of winter maintenance on the sidewalk by the knight and dragon, only in the past few weeks have people stopped taking that route. There are still a few stragglers who travel from 6th Street, down the Belleview sidewalk and then turn on 7th and cross at the SH135/Red Lady/7th intersection. At this point drivers are losing their awareness of this as a possible pedestrian crossing thus creating a more unsafe situation for those few kids who still insist in crossing at that location.

Staff feels that removal of the sidewalk on the South side of Belleview will further discourage kids and parents from trying to cross at the SH135/Red Lady/7th intersection. As you can see from the attached map, it is only a little further to travel along the Belleview safe route than to travel through the intersection at SH135/Red Lady/7th.

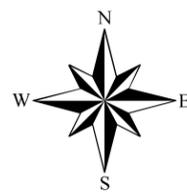
Direction Needed At This Time:

Town staff needs to know whether or not to move forward with the removal of the Red Lady sidewalk, on the south side between 7th and the school parking lot entrance.



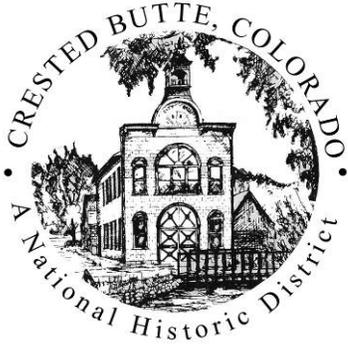
SCHOOL ROUTES AND DISTANCES

- | | | |
|--------------|---------------|---------------------|
| Route | — Paved Roads | ▭ Parcel Boundaries |
| — A (1,292') | ▭ Buildings | ▭ Sidewalk |
| — B (1,177') | ▭ Streams | |
| — C (992') | | |



Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave.
 Crested Butte, Colorado 81224
 (970) 349-5338 (FAX 349-6626)

Date: February 26, 2019
 Filename: ~townofcb\CBCS_Sidewalk_Distances.mxd



Staff Report

March 4, 2019

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Council member appointment

Summary: With the resignation of Kent Cowherd effective February 5th, the Council must appoint another qualified elector to fill the vacant seat. There are three applicants for the position – Candice Bradley, Kimbre Woods and Samantha Castillo.

Background: The Town Charter provides instruction on how vacancies on the Council should be addressed:

Section 3.8. - Vacancies.

An elected officer shall continue to hold his office until his successor is duly qualified. An elective office shall become vacant whenever any officer is recalled, dies, becomes incapacitated, resigns, or ceases to be a resident of the Town or is convicted of a felony. Within thirty (30) days after a vacancy occurs, the remaining councilmen shall choose by majority vote a duly qualified person to fill such vacancy on an interim basis until the next municipal election. If the next election is a general election, the candidate receiving the fourth highest number of votes shall complete the term. If the next election is a special election, the candidate receiving the highest number of votes shall complete the term. If three (3) or more vacancies exist simultaneously the remaining councilmen shall, at the next regular meeting of the Council, call a special election to fill such vacancies, provided there will not be a general municipal election within ninety (90) days.

Samantha, Kimbre and Candice are duly qualified to serve on the Council fulfilling the requirements to have resided in the town for at least 1 year and being registered to vote in town. Their letters of interest/resumes are attached.

Recommendation: Staff recommends that the Council hear from the candidates and consider which would be the best choice to fill the remainder of the term until the next election in November.

Samantha Castillo

Customer Service Expert

8 Teocalli Ave. Crested Butte CO 81224

940.390.8975
SamanthaC392@gmail.com

Skills

Front Desk - Concierge - Customer Service - Accounting - Human Resources -
Sales - Property Management - Leasing - Phones - Accuracy

Experience

- Oh Be Joyful Art Gallery-Crested Butte CO**
Bookkeeping, Sales- May 2018 to Present
 - Diamond Blue Pool & Spa - Crested Butte CO**
Office Manager- Sales - March 2017 to Present
 - Animal Hospital of CB - Dr. Laura Ramos - Crested Butte CO**
Office Manager - Front Desk - June 2016 to March 2017
 - Elevation Hotel & Spa - Crested Butte CO**
Front Desk - October 2015 to March 2016 (Seasonal)
 - CB Max Properties Inc - Denton TX**
Onsite Property Manager - Leasing - 1997 to 2016
 - Adams Pest Control - Denton TX**
Front Desk - Sales - March 2004 to December 2015
-

Education

- North Texas State - Denton TX**
Studied Public Relations, Journalism, Literature
- University of Dallas - Dallas TX**
Studied Biblical Literature

References

- Mary Chandler - 970.355.9582 Bill Knight - 940.390.2084 - I worked closely with him at Adams Pest Control.
- Brenda Ashley - Property owner of CB Max Properties 940.391.1133
- Personal - Dan Martin - 940-595-6703

701 Red Lady Avenue
Crested Butte, CO 81224
2/20/2019

Rob Zillioux
Director of Finance and Human Resources
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Dear Rob Zillioux:

I am interested in filling the vacant council seat abdicated by Kent Cowherd. I ran in the last town council election and am a known and valued political candidate in the community. I share similar experience with current council members. I am a step-mother with three young children at CBCS and Stepping Stones and a member of the PTA. I live next to the schools and have a front row seat to the challenging traffic issues at 7th and Red Lady. The town parking struggle I grapple with daily with my home adjacent to both the school, the newly expanded Center for the Arts, and the Alpenglow soccer field. Parking in Crested Butte is unsustainable in the current format and I am able to offer real-time wisdom of precisely the how locals, our constituents, are grappling with parking in their own front or backyards.

I am the owner of Calico Queen Tattoo and I struggle with the challenges of a seasonal tourist economy on both employees and business owners. There are months where I endeavor to see my business grow and others where I scramble to keep up with the influx of patrons. I am a proponent of smart growth. Growth that offers employment opportunities to bridge the off-season and smart marketing to attract respectful visitors during high seasons. As an employer I also have concerns regarding our community's inability to properly recruit and maintain a stable workforce due to lack of housing. Affordable housing is a primary concern, although acquiescing to the first plan offered is a naïve strategy for smart town planning. Crested Butte resisted development of Snodgrass, threw off the shackles of a molybdenum mine on Red Lady, and instituted a rigid building code to maintain the postcard appeal of our mining town aesthetic. Crested Butte knows how to grow beautifully and intentionally and I am a steward of that tradition.

I am a robust supporter of the arts and nonprofits in Crested Butte (of which we have so many). I regularly volunteer my time at the Crested Butte Mountain Theatre, where my wife occupies the Vice Presidency of the Board of Directors. I recently offered my skills as a bassist in Hedwig and the Angry Inch. I am also a DJ for KBUT and have been elected "Best DJ in the Butte" two years running

Rob Zillioux

2/20/2019

Page 2

by the Crested Butte News. I know how to collect and leverage support for the causes and institutions I believe in. I have deeply rooted myself in the Crested Butte Community since I moved here in 2014. I am married to a 20+ year local, Malia Jones, who owns The Slogar. I volunteer for Vinotok, hosting an altar at my business and serving meals at the feast. Bridges of the Butte is my favorite local event.

I do have a singular perspective *not* currently represented on Town Council. I am a married lesbian and a member of the LGBTQ community in Crested Butte. The LGBTQ community in our town is robust and growing, with most of the LGBTQ population belonging to the Millennial generation. I believe that this is a voice that needs to be heard in every community.

As you will see from the enclosed resume, my education and work experience are in fields outside of local politics. I hope to transfer my skills acquired over the years to be well-rounded Town Council member.

If you have any questions, please contact me at 719-232-8147 or by email at dynamitelaserbeam23@gmail.com. I appreciate your time in considering my request.

Sincerely,

Candice Bradley

CANDICE BRADLEY

701 Red Lady Avenue · 719-232-8147

Dynamitelaserbea23@gmail.com · [Calico Queen Tattoo](#)

I offer a unique voice, and singular perspective to the Town Council of Crested Butte that no other applicant may claim. As a step-mother, business owner, close winner of a town council seat in the last election, robust non-profit volunteer, and member of the LGBTQ community I stand at a unique intersection of experience and minority perspectives. I have the approach of an “outsider” with the skillsets of an “insider”.

EXPERIENCE

2014 – PRESENT

OWNER, CALICO QUEEN TATTOO

Established and built Crested Butte’s premier tattoo shop, building clientele, acquiring artists, and contributing to the community via outreach, donations, and participation in local nonprofit and artistic work.

2011 – 2014

SHOP MANAGER, TATTOO AMERICA

Began employment as shop piercing specialist, progressed to apprentice tattooist. Gained requisite experience in the industry and tattoo arts to be a professional tattooist. Promoted to shop manager in charge of legal paperwork, scheduling, finances, materials, and state code compliance.

EDUCATION

JANUARY 2012

ASSOCIATES DEGREE OF APPLIED SCIENCE: WELDING TECHNOLOGY, PIKES PEAK COMMUNITY COLLEGE

2008

EMT BASIC CERTIFICATION, PIKES PEAK COMMUNITY COLLEGE

SKILLS

- Easily transmutes another’s concept into art
- Rocking Bassist
- Graphic Designer
- Fundraising Management
- Nontraditional Thinker
- Jill of All Trades
- Rock n Roll Encyclopedia
- Reading Comprehension

ACTIVITIES

Amateur musician: former bassist in The Misplaced & Tiger Electric. Current bassist in Snowbeast77. Volunteer DJ on KBUT: voted "Best of the Butte" 2017 and 2018. Amateur metalwork artist: participated in Center for the Arts Iron Pour & possess degree in welding. Volunteer for the Crested Butte Mountain Theatre: volunteer DJ at Heartless Ball, bassist in Hedwig and the Angry Inch, occasional bouncer, bartender, ticket taker, or sound specialist in various productions and events. Step-Mother to 3 boisterous children: Jesse age 9, Cyrene age 6, Sahar age 3 and all the myriad activities they get me involved in!

Crested Butte Township
507 Maroon Ave
Crested Butte, CO
81224

Dear, Rob Zillioux

I am interested in immediately filling this role of town council member. I have gained such respect for the inner workings of the Township, since being involved the Crested Butte Creative District. I am interested in joining the team right now to represent business owners in the face of our changing town. I am passionate about the place that I have called home for a decade now. I represent business owners, creatives, as well as the environmentalist. I am involved in the Creative District, and have been since before it's inception, and I'm now also a 1% board member. I'm also supportive of the Crested Butte Chamber of Commerce and am interested in other business entities, including the tourism association.

I feel truly blessed to live in Crested Butte, allow me to fight for it with you. Thank you for the opportunity to apply for this position, I look forward to interviewing, and will follow up next week to see if scheduling for interviews has begun.

Please let me know if you would like me to provide references.

Sincerely, Kimbre Woods

PO Box 1053 Crested Butte, CO 81224
 970-596-8504 kimbework@gmail.com
 www.kimbrewoodspartography.com

Kimbre Woods

2018 to Present Midnight Gallery Crested Butte, CO

Owner and Manager

- Manage and market a group of 13 local artists
- Curate the gallery
- Gallery operations, including marketing and branding
- Doubled my personal art sales in 2018 via marketing and public relations

2010 to 2017 The Grubstake Gallery Crested Butte, CO

Owner

- Fine art gallery showcasing local artists as well as my own work
- Marketed and branded the gallery, and individual artist within
- Mentored photography interns through a program with Western art department over 2014 -2016
- Special events coordinator and photographic demonstrator
- Used my organizational skills and analytical skills to achieve effective solutions.

2002-2009 Acme Photoworks Highland Park, MI

Digital Assistant to Commercial photographer

- Responsible for all digital file maintenance on set
- Communicated directly with Art Director on set
- General First Assistant Duties
- Set Design and Management
- Photographer on Commercial photography sets

Education

2012-2015 Western State Colorado University Gunnison, CO

- BFA in Studio Arts with an Emphasis in Photography
- Graduate Magna Cum Laude

Selected Publications

Chrysler & Jeep Magazine Freedom, Winter 2008, Page 48 “Colour Works”

Art Decades, July 2015, Issue 4, pages 66 - 69 “Artist Profile, Kimbre Woods”

Denver Life Magazine, Jan/Feb 2013, pages 37-38 “Liquid culture”

Crested Butte Magazine, Summer 2012, page 99, “June”

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, February 19, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 5:00PM.

Council Members Present: Will Dujardin, Chris Haver, Jackson Petito, and Laura Mitchell

Staff Present: Town Manager Dara MacDonald, Town Attorney Barbara Green, and Town Clerk Lynelle Stanford

Community Development Director Michael Yerman, Design Review and Historic Preservation Coordinator Molly Minneman, Finance Director Rob Zillioux, and Public Works Director Shea Earley (for part of the meeting)

PUBLIC HEARING

1) Appeal of the December 18, 2018 BOZAR Denial Determination for the Demolition of the Existing Single Family Residence Located at 20 Third Street, Block 3, West 100 feet of Lots 20-21 and West 100 Feet of the South Half of Lot 19 in the R1 Zone.

Green summarized the issue that was being decided upon. The Council's decision would be based on the evidence on the record. She outlined the contents that had been included in the packet. The issue was whether the record justified a denial or approval of a permit to demolish the structure. Schmidt reviewed the order of events for the meeting.

Aaron Huckstep was present representing Michael Haney, and he introduced Haney. Haney stated that he wanted to build a new code compliant home. His current home was neither historic nor significant. Haney reviewed his history related to Crested Butte. There was a slide depicting the house located at 20 Third Street. Haney described work that had been done and objectives for the home. There was a slide illustrating the home that Haney was proposing as well as a slide with an example of a Western Victorian home.

Huckstep acknowledged the Council's decision would set a precedent. He called their attention to information provided in the packet. He identified sub-issues and to where they related in the Code. Huckstep suggested conditions for approval and encouraged the Council to review the proposed conditions. Huckstep then asked the Council to approve the application for demolition.

Yerman reviewed the background behind BOZAR's decision. He wanted the Council to recognize the reasons the board made the decision, which he read from his staff report.

He pointed out the analysis of the decision. Minneman explained that the board made their decision based on public comment. Yerman expounded that none of the public comments were made in favor of the demolition.

Yerman added letters from the public to the record. He read the names and addresses of the authors of the five letters and provided the letters to the Council. Yerman and Minneman read the letters into the record.

Schmidt took comments from the public:

Sue Navy

- A house should not be allowed to be torn down just because it was not quite historic.
- It did not mean it could not be made into a better house.
- Houses were a part of Crested Butte's history.
- It was not a time to set a precedent for demolition.
- She asked the Council to uphold BOZAR's decision.

John Hess - 325 Sopris Avenue

- He summarized the documents that made up the packet. There was way too much information to consider.
- He chose to renovate the bathhouse to make it a better place.
- Cited Town Code, identifying specific wording in the sections.
- He argued the home in question was a part of the cultural heritage, and it deserved to be preserved.
- Hess read thoughts written in a letter from Bob Gillie.

Huckstep stated that renovating such a structure was not simple. The application was submitted ahead of the moratorium, and it was not a test case for legislation. It was hard to understand how the project at the cellblocks was approved. Huckstep affirmed that recycling 100% of the structure was an appropriate condition for approval.

Petito confirmed he understood BOZAR's denial. Schmidt thought Huckstep employed a tactic to overwhelm the Council with information. He asked Huckstep the reasoning, to which Huckstep responded. Schmidt questioned the timing of the offers of mitigation to the applicant. Minneman explained, in response to Haver, that BOZAR made their determination based on criteria in the Code. The discussion then focused on excessive dissimilarity.

Mitchell did not think the Council had a leg to stand on. Haver felt the Code was focused on what would be there rather than what was there. The Code was not straightforward on tearing down a structure that was not historic. Dujardin did not look at the house as dissimilar. He voiced agreement with Mitchell. Petito agreed with the statement that the greenest house was the one already built. The discussion again focused on dissimilarity. Schmidt stated his thoughts, and he reviewed the options in front of the Council. Mitchell voiced concern about the house falling apart upon moving it. She did not think

there should be penalties imposed if it was not movable. Haver recognized they needed to make the decision based on the current Town Code. Schmidt thought it was worthwhile to impose the conditions proposed by the applicant. The conditions proposed were: 1) Within 45 days from the date of application approval, the Town will determine if it will accept a donation of the structure. Should it choose to accept the donation, the applicant and the Town will work together to remove the structure from the property by June 15, 2019 or such later date that is acceptable to the applicant; 2) If the Town declines to accept the donation of the structure, the applicant shall use his reasonable best efforts for a period of 45 days (from the date of Town's notice of declining the donation) to donate the structure to a local non-profit organization, a local (i.e. Gunnison County) resident or other party. If a donee is found, the Town will cooperate with the donee's efforts to relocate and reuse the structure by June 15, 2019; 3) If the Town declines to accept the donation of the structure, and no third party is willing or able to accept the structure prior to June 15, 2019 (or such later date that is acceptable to applicant), the Town shall allow the applicant to demolish the structure subsequent to applicant's delivery of a standard recycling plan to Town, pursuant to, and in accordance with, Code Section 16-14-190; 4) Prior to demolition or removal, architectural approval must be granted by BOZAR for the construction of a new residential building; 5) Prior to demolition or removal, permits for a residence to be constructed on the property for which construction drawings have been submitted to and approved by the Building Inspector and necessary fees paid to commence construction.

Mitchell moved and Haver seconded a motion to approve the permit to demolish with the recommended conditions of approval, one through five, contained in the applicant's reply in support of statement of appeal. A roll call vote was taken with all voting, "Yes," except Petito voted, "No." **Motion passed.**

APPROVAL OF AGENDA

Mitchell moved and Dujardin seconded a motion to approve the agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) February 4, 2019 Regular Town Council Meeting Minutes.

2) Thomson Divide Legislation Letter of Support.

3) Town Council Referral to BOZAR Concerning Proposed Text Amendments for Chapter 16 and 17 for Subdivision Exemptions.

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

PUBLIC COMMENT

John Wirsing - 115 9th Street

- He was at the meeting to mention the cell towers that were being considered at the school. It was a major hazard.
- He asked the Council to pass an ordinance to prevent any cell towers within Town and within a ½ mile of Town.
- The alternate location of the treatment plant was not good either.
- The Nordic Center took away the poop disposal at the rec path, and he suggested a location for a garbage can.

Kent Cowherd - 901 Teocalli

- He encouraged the Council to buy one unit with the ADU settlement money.
- He was disappointed that the letter with the explanation regarding Brush Creek had not been published in the *Gunnison Country Times*.
- He wanted to remain the liaison on the Creative District.

STAFF UPDATES

- Schmidt referred to the staff report from MacDonald.
- MacDonald pointed out there was an oversight in the design and plan review for the duplexes that resulted in a change order regarding fire separation. Staff approved the change order, and the Council would most likely see a budget amendment.
- Schmidt acknowledged there would be pasties at the former Ginger Café.
- Petito appreciated the snow removal work on the streets in Town. Mitchell agreed.
- Haver questioned the agenda for the intergovernmental dinner.
- Dujardin asked for an update on fulfilling the Town Council position. MacDonald explained the process for appointment.

OLD BUSINESS

1) Update to Bywater Construction Contract to Build Affordable Housing in Paradise Park.

Yerman reminded the Council of the ordinance that failed at the last meeting. The contract was brought back in order to discuss the budget implication for the units, which would be about \$17,500 per unit. The money would come out of reserves to subsidize, or the future residents would take on the costs. Also, there was additional testing that would be required on the water lines that would add expenses.

Willa Williford was present at the meeting. She outlined the process to select the developers. She described negotiations that occurred. Haver came across additional information since the last meeting, related to the costs of sprinklers. He would like to ask Staff to provide information to reconsider the decision. Schmidt asked Green about the process to reconsider the vote from the previous meeting. Joel Wisian was amenable to whatever the Council decided. He stated he could postpone the fire suppression. Haver

directed that the fire suppression ordinance be brought back for reconsideration and Petito concurred.

Dujardin moved and Mitchell seconded a motion to approve the amended contract with Bywater with any subsequent changes to be approved by the Town Attorney. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Ordinance No. 4, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Deed Restrictions on Certain Properties in the Paradise Park Subdivision and Replacement with New Deed Restrictions.

Schmidt read the title of the ordinance. Yerman identified the change in the deed restrictions to the essential services rental concept, which would create the allowance to rent to employees.

Haver moved and Dujardin seconded a motion to set Ordinance No. 4, Series 2019 to a public hearing on March 4th, 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Ordinance No. 5, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Transfer of Town-Owned Property Legally Described as Lots 1-6, Block 76 and Lot 10 Block 77, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Bywater, LLC for the Construction of Affordable Housing.

Schmidt read the title of the ordinance. He confirmed the number of units being built. Green explained the process required an ordinance. Schmidt questioned what would occur if Bywater went out of business. Yerman reviewed safeguards in place. MacDonald cautioned that there was risk with worst-case scenario.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 5, Series 2019 to a public hearing on March 4th, 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Ordinance No. 6, Series 2019 - An Ordinance of the Crested Butte Town Council Approving a Loan from the Colorado Water Resources and Power Development Authority; and Authorizing the Execution of a Loan Agreement and a Governmental Agency Bond to Evidence Such Loan.

Zillioux explained that Staff was not asking the Council to set the ordinance to public hearing. He updated that Town had been approved for the loan, and the approval was valid through June of next year. There was a TABOR compliance issue with the enterprise fund as a result of receiving grant funds. Zillioux explained how the funds

would flow, so Town was able to not take the loan this year. Staff recommended they proceed with the project as planned.

4) Ordinance No. 7, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at Downstairs North Room of the “Old Town Hall” Located on Lot 1 and Part of Lot 2, Block 29 to Paragon Gallery.

Schmidt read the title of the ordinance.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 7, Series 2019 to a public hearing on March 4th. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

5) Award of a Contract for the Construction of the Water Treatment Plant Improvements and Authorizing the Town Mayor to Enter Into a Construction Agreement Between the Town of Crested Butte and Moltz Construction, Inc.

Earley reported that Staff wanted to pursue the improvements to the water treatment plant and wanted to enter into an agreement with Moltz Construction.

Petito moved and Dujardin seconded a motion to award the contract for construction of the WTP improvements and authorize the Town Mayor to enter into a construction agreement with Moltz Construction, Inc. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

6) Award of a Contract for the Construction Management of the Water Treatment Plant Improvements and Authorizing the Town Mayor to Enter Into a Professional Services Agreement Between the Town of Crested Butte and JVA, Inc.

Earley informed the Council the agreement was with JVA for construction management.

Petito moved and Dujardin seconded a motion to award the contract for construction management of the WTP improvements and authorize the Town Mayor to enter into a professional services agreement with JVA, Inc. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

7) Resolution No. 3, Series 2019 - A Resolution of the Crested Butte Town Council Accepting Construction of the Wastewater Treatment Plant Upgrades Performed by Integrated Water Services, Inc.

Earley explained the resolution represented the loan for the upgrades, and he recommended approval of the resolution.

Mitchell moved and Dujardin seconded a motion to approve Resolution No. 3, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

8) Update on Annexation Procedures for the Slate River Annexation.

Green explained that the Town would follow the statute in the timing of the annexation requirements. Town had to hold the hearing within the statutory time frame, but the hearing did not need to be concluded. Yerman said they would schedule a meeting where the Council would meet as the Planning Commission, which was when they would see the sketch plan. BOZAR would be making a zoning recommendation in March. Green stated that they needed to convert the pre-annexation agreements into an annexation agreement.

LEGAL MATTERS

Green provided an update on Mt. Emmons. There had been a hiatus when the parties reconsidered their positions and strategies. They reconvened in January. A concrete proposal had been made to address Mt. Emmons Mining Co.'s primary concerns. There was a series of meetings on a reclamation-only permit they believed the Governor's office would support. The idea was that conservation easements would prevent mining. There was willingness to work through the concerns. Schmidt suggested the possibility of hydroelectric power.

Schmidt questioned the case with the homeowners on Maroon. The Town was not a party but was instead facilitating discussion amongst the landowners.

COUNCIL REPORTS AND COMMITTEE UPDATES

Will Dujardin

- Met with Maddie Rehn from GPLI. She encouraged Council members to meet with her.

Jackson Petito

- He would be attending the Housing Foundation meeting tomorrow. They would have a retreat to identify priorities on the 27th.

Chris Haver

- Attended a Housing Authority meeting. They decided to hold off on the tax until 2020. Haver announced that Schmidt was named the new Vice-President.
- He went to the RTA meeting. They were working on a grant for a new air route and were guaranteeing flights from Houston this summer. They discussed locations for new shelters on Highway 135. They would be having a retreat.
- The Chamber event, Crafted, was coming up, and they were still seeking volunteers.

Laura Mitchell

- Received an email from Chris Larsen. Mountain Express carried more than 9,000 people on Saturday.
- MacDonald questioned discussions on the Gothic route for next year.

Jim Schmidt

- Went to a housing meeting. He asked if anyone on the Council felt strongly about asking for a tax in 2020. He mentioned upcoming projects.
- Attended a mayor/managers meeting. They heard a report on housing. They discussed opposition in the group to a countywide tax.
- Myles Rademan, from Park City, would be bringing about 70 people to Crested Butte this September. MacDonald identified the purpose of leadership development.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt brought up Cowherd's request to remain a liaison for the Creative District. MacDonald explained the make up of the Creative District, including that a Council member was to be appointed.

Mitchell questioned the status of the settlement money. MacDonald recommended the Council settle the sprinkler situation before proceeding with spending.

Haver mentioned the trash can request made by Wirsing. MacDonald would discuss with the Nordic Center and Parks and Rec.

Haver revisited Wirsing's request for an ordinance restricting cell towers. MacDonald and Green agreed it was not an option to outright ban cell towers. MacDonald acknowledged Staff would need to postpone other work if the Council wanted to take up the topic. She recognized towns could place some regulations. Haver questioned the effectiveness of doing such. Mitchell suggested cell towers be located on Avalanche Acres. Petito asked for the contract between the school and Verizon. He questioned ownership of the school property. Green was aware of FCC exemptions that applied to small cell phone towers.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, March 4, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 18, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 1, 2019 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt recalled Yerman's suggestion for a meeting on April 8th. Dujardin thought he might be absent. The Council would further discuss the timing of the meeting.

The Council confirmed the new member would be appointed at the beginning of the meeting on March 4th.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 8:44PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: March 4, 2019

Town Manager

- 1) No updates

Public Works

- 1) Ian Baird has passed all of his required certifications to take over as Manager and Operator of Record ("ORC") of the Wastewater Treatment Plant ("WWTP"). Ian has been an operator at the Town's WWTP for the past 2.5 years. In that time, Ian has developed an intimate knowledge of the facility because of his involvement in the recent plant expansion. Since fall of 2018, Ian has functioned as the WWTP Supervisor.
- 2) Water Treatment Plant Improvements:
 - o Notice to Proceed was issued on February 26, 2019.
 - o Project will commence on March 4th with a kick off meeting involving the contractor, engineer, and Town staff. The meeting will begin with a discussion about construction schedule and sequencing of the project and will conclude with a site visit at the facility to discuss onsite logistics.

Marshals

- 1) No updates

Parks & Rec

- 1) **Henderson Park Survey:** A renovation to Henderson Park is planned for 2020. A community survey to gather input on desired amenities at that park went out last week and will be open through April 1st. A community meeting to review survey results and provide park design input will be held Tuesday, April 9th at 5:30pm in the Council Chambers.

Community Development

- 1) **Creative District:** The Creative District is hosting a Public Art Community Forum on March 6th at 5:30 p.m. at the Center for the Arts to present a proposed public art project in Town Park and solicit public feedback and ideas to shape the parameters of the project. The Town Park Public Art project is a proposed partnership between the Town, the Creative District, the Center for the Arts, and Colorado Creative Industries, and includes two potential components as part of the Town's Arts in Public Places Policy: a Sculpture Garden and a Music Garden. More information about the project can be found at: <http://www.cbcreativedistrict.org/town-park-public-art-project/>.
- 2) **Forest Plan Revision:** The next phase of the Forest planning process is for the GMUG to determine which rivers should be considered eligible for inclusion in the National Wild and Scenic Rivers

System. On January 29th the GMUG Forest Planning Team released the draft Wild and Scenic River (WSR) Eligibility Evaluation and the public comment period is open until March 22th (this was delayed by over a month due to the government shutdown). A comment letter from the Town will come before the council at the March 18th meeting. HCCA, American Whitewater, Trout Unlimited and other local commenting organizations are co-hosting an informational open house on March 12th at 6 p.m. at the Depot to inform the community more about this process and provide guidance on writing effective comments. The full draft evaluation report can be viewed at this link: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd605869.pdf.

Town Clerk

- 1) Summer special event permit applications are rolling in. They will begin appearing on upcoming Council agendas for consideration soon.

Finance

- 1) Please see the attached memo regarding Vendor Fees. Staff requests that the Council discuss under Other Business and provide direction on whether or not they would like to pursue a change of the code.

Intergovernmental

There are no upcoming intergovernmental events scheduled.

Upcoming Meetings or Events

March 6th – Creative District hosting a public meeting to discuss public art at Town Ranch – Center for the Arts, 5:30.

April 9th – Henderson Park Design Ideas public meeting – Council Chambers, 5:30 p.m.

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



Staff Report

March 4, 2019

To: Mayor and Town Council
From: Rob Zillioux
Subject: Vendor Fee

Summary: Vendor fees represent a percentage of sales tax collections that merchants are allowed to keep. Historically, the idea was to cover the cost of processing sales taxes and transferring them to state and local governments. Vendor fees were originally put into place when businesses tracked all items and sales by hand. However, nearly all businesses now collect and distribute sales tax via integrated software systems.

Vendor fees are not mandated for home rule municipalities. In Colorado, slightly more than half of the home rule municipalities, including Crested Butte, allow for a vendor fee. The remaining municipalities do not have a vendor fee. Among others, Denver, Colorado Springs, Steamboat Springs and Vail do not offer a vendor fee. Municipalities are trending toward eliminating vendor fees, as most businesses not collect and distribute via integrated software systems.

Town of Crested Butte Code Sec. 4-2-90 (b) (1) allows local businesses to keep 1 ½% of the sum of the sales tax they collect on behalf of the Town.

In light of integrated software systems, and the trend away from offering vendor fees, staff recommends eliminating the vendor fee for Crested Butte.

Discussion: As municipalities have begun eliminating vendor fees, there has been little to no backlash from the business community. With today's point of sale systems, and tax collection systems, the burden on businesses is very little. Staff does not believe Crested Butte businesses, generally speaking, would take exception to this change.

Financial Implications: The total of 2019 vendor fees was \$61,500.

Recommendation: Staff recommends drafting an ordinance that eliminates the Town of Crested Butte vendor fee, and presenting to Council for consideration.



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Ordinance 4, Series 2019- Master Deed Restriction Paradise Park**

Date: March 4, 2019

Background:

A new deed restriction was recorded for Paradise Park Blocks 79 and 80 in 2016. This deed restriction will carry on for any existing units built during this period of time. Ordinance 4, Series 2019 will replace this deed restriction for vacant lands in Paradise Park and for the duplex currently being built for the School District. The reason for the new deed restriction is to allow for employee rentals in Paradise Park. The old deed restriction does not permit the use of the units as planned by the School District and the Fire District for their employees. This change will also allow the possibility of business employee rentals in the future if the Council elects to sell units for this purpose.

Recommendation:

A Council person make a motion followed by a second to approve Ordinance 4, Series 2019 amending the Master deed Restriction for Paradise Park.

ORDINANCE NO.4

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE RELEASE OF DEED
RESTRICTIONS ON CERTAIN PROPERTIES IN THE
PARADISE PARK SUBDIVISION AND REPLACEMENT
WITH NEW DEED RESTRICTIONS**

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

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property; and,

WHEREAS, the Town owns an interest in certain Deed Restrictions recorded August 29, 2002, at Reception No. 523290, August 29, 2002 at Reception No. 536326, and October 31, 2003, at Reception No. 641510 of the records of the Gunnison County Clerk and Recorder (“Deed Restrictions”); and,

WHEREAS, the Town required these Deed Restrictions to encumber real property and improvements located on Block 76, Block 77, Block 78, Block 79, and Block 80, Paradise Park Subdivision, Town of Crested Butte, Gunnison County, Colorado, according to the Final Plat recorded at Reception No. 523289; and,

WHEREAS, the Town has authorized a replat of Block 76, Paradise Park Subdivision, that changes the number of Lots within Block 76 from 7 Lots to 6 Lots; and,

WHEREAS, the replat of Block 76 was recorded on _____, 2019, at Reception No. _____; and,

WHEREAS, some of the uses on certain properties in the Paradise Park Subdivision have changed since the Deed Restrictions were recorded and the Deed Restrictions will be replaced with different land use conditions and deed restrictions that will apply to the following properties in the Paradise Park Subdivision:

Block 76, Lots 1, 2, 3, 4, 5, and 6
 Block 77, Lot 10
 Block 78, Lots 1, 3, 4 and 6
 Block 79, Lots 2, 4, 10, 11, 16, 18, and 19
 Block 80, Lots 1 and 3

Paradise Park Subdivision, Town of Crested Butte, Gunnison County, Colorado (the “Property”); and

WHEREAS, a map of the Lots comprising the Property is attached hereto as **Exhibit A** and the new replacement deed restrictions that will encumber the Property are attached hereto as **Exhibit B**; and,

WHEREAS, the Crested Butte Fire Protection District now owns Lot 4, Block 78, and has agreed to execute an Acknowledgment of the replacement deed restrictions that are attached hereto as **Exhibit B**; and,

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Deed Restrictions should be released and replaced, as set forth herein.

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

Section 1. Authorization to Release Town-owned Deed Restrictions. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to release the following described property from the Deed Restrictions recorded August 29, 2002, at Reception No. 523290, August 29, 2002 at Reception No. 536326, and October 31, 2003, at Reception No. 641510, of the Gunnison County Clerk and Recorder, to wit:

Block 76, Lots 1, 2, 3, 4, 5, and 6
 Block 77, Lot 10
 Block 78, Lots 1, 3, 4 and 6
 Block 79, Lots 2, 4, 10, 11, 16, 18 and 19
 Block 80, Lots 1 and 3

Paradise Park Subdivision Town of Crested Butte, Gunnison County, Colorado (the "Property"). A map of the Lots comprising the Property is attached hereto as **Exhibit A**.

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the release of the Deed Restrictions and the replacement of such Deed Restrictions with land use conditions and deed restrictions that apply to the current uses on the Property, following approval thereof by the Town Attorney.

Section 2. New Deed Restrictions. The Town Council hereby approves the new deed restrictions in the form attached hereto as **Exhibit B** that will replace the Deed Restrictions that are being released and hereby authorizes the Town Manager and the Town Clerk to record these new deed restrictions against the Property following approval thereof by the Town Attorney.

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

**By: _____
James A. Schmidt, Mayor**

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



 Deed Restricted
 Sidewalk

Block 76 Lots 1-6
 Block 77 Lot 10
 Block 78 Lots 1, 3, 4, 6
 Block 79 Lots 4, 10, 11, 18
 Block 80 Lots 1, 3



Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave.
 Crested Butte, Colorado 81224
 (970) 349-5338 (FAX 349-6626)
 email: myerman@crestedbutte-co.gov

Date: February 4, 2019
 Filename: ~town-projects\AH\PParkDRR.mxd

RECORDING REQUESTED BY: WHEN RECORDED RETURN TO:

Town of Crested Butte
 Attn: Town Clerk
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224

MASTER DEED RESTRICTION

(Block 76, Lots 1, 2, 3, 4, 5, and 6
 Block 77, Lot 10
 Block 78, Lots 1, 3, 4 and 6
 Block 79, Lots 2, 4, 10, 11, 16, 18, and 19
 Block 80, Lots 1 and 3, Paradise Park Subdivision)

THIS MASTER DEED RESTRICTION (this "**Deed Restriction**") is made this ____ day of March 2019 (the "**Effective Date**") by the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), a Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224.

RECITALS:

A. The Town is the fee simple title owner of the real property legally described in **Exhibit 'A'** (the "**Property**") attached hereto.

B. An individual lot, and the dwellings, structures, appurtenances, improvements and fixtures located thereon and located within the Property is defined herein as a "**Unit**."

C. "**Qualified Buyers**" are natural persons meeting the income, residency and other qualifications set forth in the Town of Crested Butte's Affordable Housing Guidelines, adopted by Resolution No. 2, Series 2016, as may be amended and modified by the Town from time to time (the "**Affordable Housing Guidelines**").

D. The Town hereby restricts the acquisition, transfer, use and occupancy of the Units to Qualified Buyers who fall within the income categories established in the Affordable Housing Guidelines.

E. This Deed Restriction shall constitute a resale agreement setting forth the maximum resale price (the "**Maximum Resale Price**") for which the Units may be sold and the terms and provisions controlling such resale.

F. The Town Council approved Ordinance __, Series 2019 releasing the Master Deed Restriction Reception No. 641510 from the Property and replacing it with this Master Deed Restriction.

RESTRICTIONS:

1. Use and Occupancy.

- a. The use and occupancy of the Property, and each of the Units thereon, shall be limited exclusively to Owners who meet the definition of Qualified Buyers and their families, the requirements of this Deed Restriction and the Affordable Housing Guidelines. For purposes hereof, an "**Owner**" is a person(s) who is a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and the Affordable Housing Guidelines, it being understood that such person(s) shall be deemed an "Owner" hereunder only during the period of his ownership interest in the Unit, and shall be obligated hereunder for the full and complete performance and observance of all of the covenants, conditions and restrictions contained in this Deed Restriction and the Affordable Housing Guidelines during such period.
- b. An Owner, in connection with the purchase of a Unit, must:
 - i. occupy the Unit as his sole place of residence during the period that such Unit is owned by him;
 - ii. not own, directly or indirectly through a legal entity, any interest alone or in conjunction with others, in any developed residential property or dwelling units in accordance with the limitations established by the Affordable Housing Guidelines;
 - iii. not engage in any business activity in the Unit, other than as permitted by the Affordable Housing Guidelines and the Crested Butte Municipal Code (the "**Code**");
 - iv. not permit any junior lienholder encumbrance to be recorded against the Unit without the Town's prior written approval;
 - v. not sell or otherwise transfer the Unit other than in accordance with this Deed Restriction and the Affordable Housing Guidelines;
 - vi. not permit any use or occupancy of the Unit except in compliance with this Deed Restriction and the Affordable Housing Guidelines;
 - vii. continue to meet the residency, employment, and other requirements of a Qualified Buyer established by the Affordable Housing Guidelines; and

- viii. be subject to recertification of employment, residency and ownership of the Unit shall be required as set forth in the Affordable Housing Guidelines; and/or
 - ix. be a qualified business, nonprofit, government agency, or essential service provider located in Gunnison County that rents the unit as a Long-Term Rental as defined in the Code, as may be amended, to its employees (**“Employee Rental”**).
2. **Maximum Resale Price**. In no event shall the Unit be sold by Owner for an amount in excess of the Maximum Resale Price. On purchase, resale, transfer and issuance of a certificate of occupancy for the Unit as permitted under this Deed Restriction and the Affordable Housing Guidelines, at closing, Owner shall execute an "Acknowledgement of Deed Restriction and Maximum Resale Price" (the "**DR Acknowledgement**") in substantially the same form as attached hereto as **Exhibit "B"**. The DR Acknowledgement shall be recorded in the real property records of the Clerk and Recorder of Gunnison County, Colorado immediately after the recording of the vesting deed for the Unit and before the recording of any deed of trust. Failure to so record the DR Acknowledgment before any deed of trust shall void the transfer of the Unit under the vesting deed *ab initio* (from the beginning).
 3. **Sale of the Unit**. In the event that the Owner seeks to sell the Unit, she shall offer the unit for sale per the process defined in the Affordable Housing Guidelines. The sale of the Unit shall not exceed the Maximum Sales Price.
 4. **Non-Qualified Transferees**. In the event that title to the Unit vests by descent in, or is otherwise acquired by any persons(s) who are not a Qualified Buyer (a "**Non-Qualified Transferee**"), the Unit shall immediately be listed for sale as provided herein, for the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Non-Qualified Transferee may elect to sell the unit for a lower price or list the Unit for sale until a bid in accordance with this section is made. The cost of an appraisal shall be paid by the Non-Qualified Transferee.
 - a. Non-Qualified Transferees shall consent to any sale, conveyance or transfer of the Unit to a Qualified Buyer and shall execute any and all documents necessary to do so. Non-Qualified Transferees agree not to: (a) occupy the Unit; (b) rent all or any part of the Unit, except in compliance with this Deed Restriction and the Affordable Housing Guidelines; (c) engage in any other business activity in the Unit; (d) sell or otherwise transfer the Unit except in

accordance with this Deed Restriction and the Affordable Housing Guidelines; or (e) sell or otherwise transfer the Unit for use in a trade or business.

- b. The Town shall have the right and option to purchase the Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted to the Town by a Non-Qualified Transferee, and in the event of exercising its right and option, the Town shall purchase the Unit from the Non-Qualified Transferee for a price of ninety-five percent (95%) of the Maximum Resale Price, some other mutually agreed upon price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non- Qualified Transferee within fifteen (15) days of acquisition of the Unit.
 - c. Where the provisions of this Section 4 apply, the Town may require Owner to rent the Unit in accordance with the requirements hereof in Section 6.
5. **Owner Residence, Employment and Continuing Compliance.** The Unit shall be utilized only as the sole and exclusive place of residence of an Owner. In the event that Owner changes his place of residence or ceases to utilize the Unit as his sole and exclusive place of residence, ceases to be a full-time employee in accordance with the Affordable Housing Guidelines, or otherwise ceases to be in compliance as a Qualified Buyer, the Unit must be offered for sale pursuant to the provisions of this Deed Restriction and the Affordable Housing Guidelines. An Owner shall be deemed to have changed his place of residence by becoming a resident elsewhere or accepting employment outside of Gunnison County, or residing in the Unit for fewer than nine (9) months per calendar year without the express written approval of the Town, or by ceasing to be a full-time employee as required by the Affordable Housing Guidelines. The Town may require Owner to rent the Unit in accordance with the requirements hereof. If at any time Owner also owns directly or indirectly through a legal entity any interest alone or in conjunction with others in any developed residential property or dwelling units as described in the Affordable Housing Guidelines, Owner shall immediately list such other property for sale and shall sell his interest in such property in accordance with this Deed Restriction and the Affordable Housing Guidelines. In the event that such other property has not been sold by Owner within one (1) year of its listing, Owner hereby agrees to immediately list the Unit for sale pursuant to this Deed Restriction and Affordable Housing Guidelines. Should Owner not receive a full-price bid on the Unit, Owner must accept the first reasonable offer for the Unit as deemed appropriate by the Town.
 6. **Owner Rentals.** An Owner may not, except with prior written approval of the Town, rent the Unit for any period of time unless it is an Employee Rental. Prior to occupancy, any tenant must be approved by the Town in accordance with the income, occupancy and other qualifications established in the Affordable Housing Guidelines. The Town shall not approve any rental if such rental is being made by

Owner to utilize the Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to the Town prior to occupancy. Any such lease approved by Town shall state the lease term and the monthly rent. The monthly rent cannot exceed Owner's costs, including monthly expenses of the cost any mortgage principal and interest payments, taxes, property insurance, condominium or homeowners' assessments and utilities in Owner's name, plus any additional amount as permitted by the Affordable Housing Guidelines and a reasonable security deposit. The requirements hereof shall not preclude Owner from sharing occupancy of the Unit with non-owners on a rental basis provided that Owner continues to meet the requirements contained in this Deed Restriction and the Affordable Housing Guidelines. In no event shall Owner create an additional dwelling unit in the Unit as defined in the Code. Nothing herein or in the Affordable Housing Guidelines shall be construed to create any liability for the Town attributable to the rental of the Unit or require the Town to provide a tenant for the Unit, the same being expressly disclaimed hereby.

7. **Employee Rentals.** Employee Rentals must be rented as a Long-Term Rental as defined by the Code and occupied by its employees for a lease of at least six (6) months. Eligibility for employee rentals is defined in the Affordable Housing Guidelines.

8. **Compliance Review: Remedies for Breach.** Owner shall promptly provide to the Town all such information as the Town shall reasonably require as necessary to verify compliance with this Deed Restriction and the Affordable Housing Guidelines. The Town shall maintain the confidentiality of any financial data provided by Owner, except for such disclosures as are necessary with respect to any litigation, enforcement or other legal proceedings. In the event that the Town has reasonable cause to believe that Owner is violating this Deed Restriction and the Affordable Housing Guidelines, the Town shall have the right to inspect the Unit at reasonable times on at least 24 hours' written notice. In the event that a violation of this Deed Restriction or the Affordable Housing Guidelines is discovered, the Town shall send a notice of such violation to Owner describing the nature of the violation and all owing Owner fifteen (15) days to cure such violation. Said notice shall state that Owner may request a hearing before the Town within fifteen (15) days to dispute the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the violation shall be considered final and Owner shall immediately list the Unit for sale in accordance with this Deed Restriction. The failure to request a hearing shall constitute an exhaustion of administrative remedies for the purpose of judicial review. If a hearing is, (i) the decision of the Town based on the record of such hearing shall be final for the purpose of determining if a violation has occurred, and (ii) the Town shall have absolute discretion to determine the appropriate action to be taken to either remedy the violation or require Owner to list the Unit for sale in accordance with this Deed Restriction.

9. **Notice Obligation.** Owner and any beneficiary of any deed of trust or other encumbrance affecting the Unit shall give immediate notice to the Town of any instance of (a) Owner's receipt of notice of foreclosure or legal proceedings relative to the Unit, (b) any uncured delinquency of ten (10) days or more in Owner's payment of any amounts in connection with the Unit, (c) Owner's uncured default under any deed of trust or other encumbrance affecting the Unit, and (d) any transfer, encumbrance or conveyance of all or part of the Unit.
10. **Default.** Any breach of the terms and conditions set forth herein, including, without limitation, a transfer, encumbrance or conveyance in violation of the terms hereof shall constitute a "**default**" hereunder. Default by Owner of the terms of any deed of trust or other encumbrance affecting the Unit shall also constitute a default hereunder. In the event of a default, following notice and an opportunity to cure as provided for herein, the Town shall have all rights and remedies set forth herein and available at law and in equity.
11. **Remedies.**
- a. In the event that Owner fails to timely cure any default, the Town may resort to any lawful means to protect its interest in this Deed Restriction, including, without limitation, curing such default and pursuing an action against Owner and any beneficiary of any deed of trust or other encumbrance affecting the Unit for damages. Any amounts paid by the Town shall accrue interest at the rate of 18% per annum and the Town shall be entitled to recover all costs and expenses to recover any amounts paid by the Town including reasonable attorneys' fees.
 - b. This Deed Restriction shall be administered by the Town or its designee and shall be enforceable by appropriate legal or equitable action, including, but not limited, to specific performance, injunction, abatement or eviction of non-complying owners or occupants or such other remedies and penalties as may be deemed appropriate by the Town. All such remedies shall be cumulative and concurrent.
 - c. Owner appoints the Town as its attorney in fact for purposes of curing any default under this Deed Restriction. Owner shall give and execute an instrument of authorization reflecting such appointment when required by the Town.
12. **Town Option to Purchase.** In the event of a default of any deed of trust or other encumbrance affecting the Unit that remains uncured by Owner, the Town shall have an option (the "**Option**") to purchase the Unit. The Town shall have forty-five (45) days after written notice from the holder of any instrument secured by a deed of trust or other encumbrance affecting the Unit of any default to exercise the

Option (the "**Option Period**"). The Town shall exercise the Option by delivering to Owner written notice of such exercise within the Option Period. The Town shall be granted entry onto the Unit during the Option Period in order to inspect the Unit. Owner or any lienholder shall maintain utility connections until expiration of the Option Period or Closing (as defined below). The Town shall have the Option to purchase the Unit for the amount due to any holder of a promissory note secured by a first deed of trust on the Unit (the "**Lienholder Amount**"). The Town shall have the following rights and obligations respecting its exercise of the Option:

- a. Owner shall permit a final walk-through of the Unit by the Town during the final three (3) days prior to Closing.
 - b. Upon payment of the Lienholder Amount by the Town, Owner shall cause to be delivered to the Town a general warranty deed for the Unit, free and clear of all liens and encumbrances.
 - c. Normal and customary Closing costs shall be shared equally by Owner and the Town. Owner shall be responsible for, at its cost, any and all title insurance fees, document fees and recording fees for the deed. Taxes shall be prorated based upon taxes for the calendar year immediately preceding Closing. Any fees incident to the issuance of a letter or statement of assessments by an association shall be shared paid by Owner. Owner shall receive a credit for that portion of association assessments paid in advance from date of Closing.
 - d. Closing on the purchase of the Unit by the Town shall occur expeditiously, but in any case, within sixty (60) days of the Town's exercise of the Option at a date and time to be mutually agreed upon by the Town and Owner (the "Closing"). The location of the Closing shall be the title company closing the transaction, said title company to be selected by the Town. Possession shall be delivered to the Town at Closing, unless otherwise agreed between Owner and Town.
13. **Termination of Deed Restriction.** In the event of a sale in foreclosure or acceptance of deed in lieu of foreclosure by the holder of a deed of trust where the Town does not exercise the Option or otherwise fails to close on the Option as provided herein, this Deed Restriction shall automatically and permanently terminate and be of no further force and effect as respects the subject Unit. In the event of the termination of this Deed Restriction, the Town shall cause to be recorded in the real property records of the Clerk and Recorder of Gunnison County, Colorado a full and complete release of this Deed Restriction.
14. **Run with the Land; Binding.** Subject to Section 13 hereof, this Deed Restriction shall be a perpetual covenant that shall run with the land as a burden thereon for the benefit of the Town, its designees and assigns, and shall be binding on Owner, its

heirs, personal representatives, successors, assigns, lessees, licensees and transferees.

The Town shall have the right to terminate this Deed Restriction as to any Unit when the Town is the fee title owner of such Unit by recording an instrument reflecting such termination in the real property records of the Clerk and Recorder of Gunnison County, Colorado. Upon such termination, as to the effected Unit, this Deed Restriction shall be null and void.

15. **Transfer and Conveyance.** In the event the Unit is sold, transferred, encumbered or otherwise conveyed without complying with this Deed Restriction, such sale, transfer, encumbrance or conveyance shall be wholly null and void *ab initio* and shall confer no title or other interest whatsoever upon the purported transferee. Each and every encumbrance or conveyance of the Unit shall be deemed, for all purposes, to include the Affordable Housing Guidelines.

16. **General Provisions.** The following terms and conditions shall apply to this Deed Restriction:
 - a. **Notices.** Any notice, consent or approval that is required to be given hereunder shall be given by either: mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein; or hand-delivering the same to any address provided herein. Notices shall be considered delivered on the date of delivery if hand-delivered or if both hand-delivered and mailed; or three (3) days after postmarked, if mailed only. Notices, consents and approvals shall be sent to the parties at the addresses last of record for the parties.

 - b. **Severability.** Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such manner so as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provisions shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

 - c. **Attorneys' Fees.** If the Town is required to enforce any provision of this Deed Restriction or the Affordable Housing Guidelines, the Town shall be entitled to collect any and all costs and expenses in connection therewith including, without limitation, reasonable attorneys' fees.

 - d. **Choice of Law; Venue.** This Deed Restriction and each and every related document shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Deed Restriction shall be in Gunnison County, Colorado.

- e. **Assignment and Transfer.** This Deed Restriction and the rights, benefits and obligations contained herein may be assigned and transferred, in whole or in part, by the Town without notice to Owner or any lienholder. Such right of assignment and transfer shall include, without limitation, the rights of performance and enforcement of the terms hereof.
- f. **Successors and Assigns.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon all heirs, personal representatives, successors, assigns, lessees, licensees and transferees.
- g. **Section Headings.** Section headings within this Deed Restriction are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- h. **Recitals.** The Recitals herein contain material terms to this Deed Restriction.
- i. **Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties. The party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition in writing, however.
- j. **Gender and Number.** Whenever the context so requires herein, the neuter, male or female gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- k. **Construction.** None of the provisions of this Deed Restriction shall be construed against or interpreted to the disadvantage of a party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.
- l. **Amendments in Writing.** This Deed Restriction may only be modified or amended in writing by the Town. No such modification shall be effective until an instrument in writing is executed and recorded in the official real property records of the office of the Clerk and Recorder of Gunnison County.
- m. **Conflict.** In the event of any conflict or inconsistency between this Deed Restriction and the Affordable Housing Guidelines, this Deed Restriction shall in all cases prevail and control.

IN WITNESS WHEREOF, the Town has made this Deed Restriction effective as of Effective Date.

TOWN:

TOWN OF CRESTED BUTTE,
COLORADO, a
Colorado home rule
municipal
corporation

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Master Deed Restriction was acknowledged before me this ____ day of _____, 2019, by James A. Schmidt, Mayor, Town of Crested Butte, Colorado, a Colorado home rule municipal corporation on behalf of said entity .

Witness my hand and official seal
My commission expires _____

EXHIBIT "A"**Property**

Block 76, Lots 1, 2, 3, 4, 5, and 6,
Block 77, Lot 10,
Block 78, Lots 1, 3, 4 and 6,
Block 79, Lots 2, 4, 10, 11, 16, 18, and 19,
and Block 80, Lots 1 and 3

Paradise Park Subdivision Paradise Park Subdivision, according to the Paradise Park Subdivision Plat recorded on August 29, 2002, at Reception No. 523289, the Replat thereof recorded on April 27, 2016, at Reception No. 639098, and the Replat of Block 76 Paradise Park Subdivision , recorded at reception No. _____ in the Office of the Clerk and Recorder of Gunnison County, Colorado Subdivision

Exhibit A Map below for Master Deed Restriction identifies the effected properties.

EXHIBIT "B"

DR Acknowledgement Form

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224

**ACKNOWLEDGEMENT OF DEED RESTRICTION
AND MAXIMUM RESALE PRICE**

By execution of this **ACKNOWLEDGEMENT OF DEED RESTRICTION AND MAXIMUM RESALE PRICE** (this "**DR Acknowledgement**"), the undersigned fee title owner ("**Owner**") of the following real property and improvements thereon:

(Legal Description Here)

(the "**Unit**"), hereby acknowledges, confirms and agrees to be bound by the terms, agreements, conditions, covenants and requirements of that certain Master Deed Restriction (the "**Deed Restriction**") dated August 24, 2016, and recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado on _____ at Reception No _____, respecting the Unit, as and when the circumstances may dictate. For purposes hereof, the contents, terms and conditions of the Deed Restriction are hereby incorporated herein as if fully set forth verbatim herein. In addition, the following matters shall also apply to the Unit:

1. (a) \$000,000.00 represents the "Original Purchase Price" as of the effective date of this DR Acknowledgement.

- OR (as applicable) -

(b) \$ _____ represents the "Original Purchase Price" as of the effective date of this DR Acknowledgement which is based on a valuation of the Unit as assigned by the Town following the performance of a valuation of the Unit pursuant to the Affordable Housing Guidelines.

2. In no event shall the Unit be sold for an amount in excess of the lesser of:

(a) The Original Purchase Price plus an increase of three percent (3%) of such price per year from the date of purchase to the date of Owner's notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year); or

(b) an amount (based upon the Consumer Price Index, Seasonally-adjusted Housing Category, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics) calculated as follows: Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement, multiplied by the Consumer Price Index current at the date of intent to sell. In no event shall the multiplier be less than one (1). For purposes hereof, the "date of intent to sell" or Owner's notice shall be the date of execution of a listing contract, or if a listing contract is not otherwise necessary, the date shall be determined to be the date upon which an Owner provides written notice of intent to sell to the Town or a requirement for Owner to sell is first applicable (the "**Maximum Resale Price**").

3. Subject to the limitations of this Section, for the purpose of determining the Maximum Resale Price in accordance with this Section, Owner may add to the amount specified above, the cost of Permitted Capital Improvements as described in the Affordable Housing Guidelines.

4. For the purpose of determining the Maximum Resale Price, Owner may also add the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to the Town of both the applicable requirement and the information required in the Affordable Housing Guidelines.

5. In order to obtain Maximum Resale Price, Owner must ensure that the Unit meets the Town's generally applicable minimum standards for a seller of a deed-restricted unit to receive full value as determined by the Town in its discretion. This shall include requirements to clean the home, ensure that all fixtures are in working condition and to repair damage to the Unit beyond normal wear and tear and as stated in the Minimum Standards for Seller to Receive Full Value at Resale as set forth in the Affordable Housing Guidelines. If the seller does not meet this requirement, the Town may require that Owner escrow at closing a reasonable amount as determined by the Town to achieve compliance, or reduce the Maximum Resale Price accordingly.

6. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Deed Restriction and the Affordable housing Guidelines.

7. In the event of any inconsistency between this DR Acknowledgement, the Deed Restriction and the Affordable Housing Guidelines, this DR Acknowledgement shall control, then the Deed Restriction, then the Affordable Housing Guidelines.

[Remainder of Page Intentionally Left Blank;
Signature Page(s) to Follow]

The foregoing Acknowledgement of Deed Restriction and Maximum Resale Price was acknowledged before me this ___ day of _____, 20 __, by _____.

Witness my hand and official seal.

My commission expires _____.



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Ordinance 5, Series 2019- Transfer of Block 76 Lots 1-6 and Block 77 Lot 10 to Bywater for the construction of affordable housing**

Date: March 4, 2019

Background:

Per the contract with Bywater, LLC (Developer) the Town is transferring the lots in Phase 1 to allow the Developer to proceed with securing construction financing. The Town has broken the transfer of land into 2 phases to help protect the Town's interests in the event of default and to insure adequate market demand for the units. The Phase 2 transfer is anticipated to occur after the lottery for Phase 1 to ensure there is adequate applicants for these units.

Recommendation:

A Council person make a motion followed by a second to approve Ordinance 5, Series 2019.

ORDINANCE NO. 5

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TRANSFER OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOTS 1-6, BLOCK 76 AND LOT 10 BLOCK 77, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO BYWATER, LLC FOR THE CONSTRUCTION OF AFFORDABLE HOUSING

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

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property; and

WHEREAS, the Town Council entered into a Contract with Bywater, LLC for the construction of affordable housing to be sold to Qualified Applicants as defined in the Town of Crested Butte Affordable Housing Guidelines in 2019 and 2020 in Paradise Park; and

WHEREAS, per the contract the Town will transfer land to Bywater in two Phases with Lot 1-6, Block 76 and Lot 10, Block 77 being the first phase; and

WHEREAS, the Lots being transferred to Bywater, LLC are encumbered by a Master Deed Restriction to ensure the housing created will house the Town’s citizens; and

WHEREAS, the Town Council has directed the Town staff to transfer the above-described property to Bywater, LLC; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

Section 1. **Authorization to Sell Town-owned Property.** The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the transfer by the Town, for the construction of affordable housing, the real property legally described as Lots 1-6, Block 76 and Lot 10 Block 77, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Bywater, LLC, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the transfer of the above-described real property out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2019.

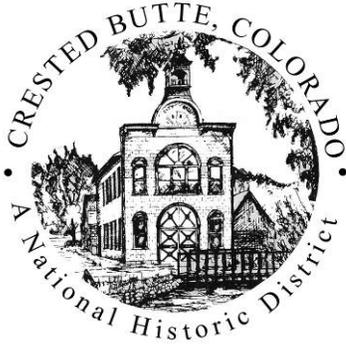
TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

March 4, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. 7, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at Downstairs North Room of the “Old Town Hall” Located on Lot 1 and Part of Lot 2, Block 29 to Paragon Gallery.

Summary: Paragon Gallery (Paragon Artisan Guild) has been a long-term tenant of the Town. Their most recent lease expired December 31, 2001. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Paragon Gallery.

Previous Council Action: In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property.

Background: With the creation of a facility manager position a couple of years ago, the Town has begun to get a handle on the maintenance status of the many buildings the Town own and has begun investing in building improvements and deferred maintenance.

As of February, 2019 the Town had five tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff has been reaching out to all of our non-residential tenants with expired leases to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits.

Discussion: The space that Paragon Gallery leases is approximately 600 sq. ft. Since the end of 2001, they have been paying \$500 per year rent, albeit without a formal lease. Paragon have been paying utilities plus basic maintenance for the building. The lease would continue to require them to pay utilities and perform basic maintenance. Town is responsible for major maintenance on the building. The annual lease rate proposed is as follows:

2019	\$1,800	\$3.00 sq. ft.
2020	\$2,100	\$3.50 sq. ft.
2021	\$2,400	\$4.00 sq. ft.

2022	\$2,700	\$4.50 sq. ft.
2023	\$3,000	\$5.00 sq. ft.

The rental term is for 5 years with an automatic 5 year renewal, unless either party provides termination notice

For comparison, the current commercial leases rates in town range from \$7.50 to \$10.00 on similar property:

\$7.50 per sq. ft.	\$4,500
\$10.00 per sq. ft.	\$6,000

Section 3(e) of the lease includes an acknowledgement that the lease rate is substantially below market rates in support of the community benefit provided by Paragon Gallery as a local non-profit.

Legal Implications: It is in the best interest of both the Town and its tenants to have a clear lease acknowledging the terms under which the tenant is permitted to use the property ensuring adequate insurance is in place and laying out the maintenance responsibilities.

Recommendation: Staff recommends the Town enter into a lease with Paragon Gallery Children's Center.

Proposed Motion: Motion and a second to approve Ordinance No. 7, Series 2019 at the March 4th Council meeting.

ORDINANCE NO. 7

SERIES NO. 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF THE PROPERTY AT DOWNSTAIR NORTH ROOM OF THE “OLD TOWN HALL” LOCATED ON LOT 1 AND PART OF LOT 2, BLOCK 29 TO PARAGON GALLERY

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

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

WHEREAS, pursuant to Section 713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, on January 1, 2001, the Town entered into a one-year lease with Paragon Gallery for property owned by the Town located at 132 Elk Ave; and

WHEREAS, the term of the lease expired on December 31, 2001; and

WHEREAS, the Town Council and Paragon Gallery wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

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

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

1. **Findings**. The foregoing recitals are hereby fully incorporated herein.
2. **Authorization of Town Manager or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor to execute a lease in substantially the same form as attached hereto as **Exhibit “A”**.

Ordinance 2019- 7
Paragon Gallery Lease

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS ___ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Lease Agreements

BUSINESS LEASE

THIS BUSINESS LEASE (this “**Lease**”) is entered into this 5th day of March, 2019, with an effective date of March 5th, 2019 (the “**Effective Date**”) by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Landlord**”), a Colorado home rule municipality and the PARAGON GALLERY, (“**Tenant**”).

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located in the ground floor of Old Town Hall, 132 Elk Avenue Crested Butte, commonly known as Paragon Gallery (the “**Premises**”).

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

1. **Use; Parking; Maintenance; Utilities; Signage.**

(a) Tenant may use and occupy the Premises solely for the Paragon Gallery and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord’s prior written consent.

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

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, “**Projects**”). All such maintenance and care shall be performed at Tenant’s sole cost and expense. Further, Tenant agrees to keep snow removed from the front entrance and to survey the common areas and restrooms at least twice daily during the days Paragon is open for business, and timely report to the Town the need for maintenance, supplies or repair of these areas.

(d) Without limiting Tenant’s obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

(e) Tenant shall pay the gas and electric utilities (both pro rata) and communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant

within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

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

(g) All exterior signage shall be installed only upon prior approval of Landlord.

2. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a five (5) year period (the "**Term**") that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term. The Term shall automatically be extended for an additional five (5) years, unless the Lease is terminated in writing by either party at least 90 days prior to the expiration of the initial Term.

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

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$1,800 on the Effective Date of this Lease. Payment for each successive year will be made on the lease anniversary date during the Term (the "**Rent**"). Rent shall increase annually as follows:

2019	\$1,800	\$3.00 sq. ft.
2020	\$2,100	\$3.50 sq. ft.
2021	\$2,400	\$4.00 sq. ft.
2022	\$2,700	\$4.50 sq. ft.
2023	\$3,000	\$5.00 sq. ft.

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

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

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be of \$500.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$7.50 per sq. ft.	\$4,500
\$10.00 per sq. ft.	\$6,000

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

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

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

(a) At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(b) Upon receipt of written notification from the Town, at Tenant’s sole expense, Tenant shall obtain and keep in force, during the Term, “all-risk” coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall

be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an “agreed amount endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen’s compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant’s occupancy of the Premises and from time to time at least thirty (30) days’ prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of \$20,000.00 without Landlord’s prior written consent.

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

9. **Indemnification; Tenant Waiver and Release.**

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

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

10. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the

amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

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

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

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

13. **Notices.** All notices, demands, and requests required to be given by either party to the other shall be in writing, and with a copy given to counsel for each such party as provided below. All notices, demands, and requests shall be delivered personally or sent by electronic mail (e-mail), nationally recognized overnight courier, certified or registered mail, return receipt requested, postage prepaid, or via facsimile, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the day of delivery if delivered personally, on the first business day following the confirmation of sending of an e-mail when sent by electronic mail, on the first business day following deposit with the courier service when delivered by overnight courier, three business (3) days subsequent to the date that said notice was deposited with the United States Postal Service, or on the first business day following the date of confirmation of receipt when delivered by facsimile.

To Landlord: Town of Crested Butte

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

To Tenant: Paragon Gallery
P.O. Box 3
Crested Butte, CO 81224
Attn: Jim Garrison

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

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

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

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

18. **Immigration Compliance.** Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through

participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Tenant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank;
Signature Page(s) to Follow]

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

PARAGON GALLERY

By: _____

Name: _____

Title: _____



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Bywater Duplex Purchase Contract- Block 77, Lot 10**

Date: March 4, 2019

Background:

As part of this summer's Paradise Park build the Town is purchasing a duplex from Bywater for its employees located on Lot 10, Block 77. The total purchase price is \$600,000. The Town will provide \$420,000 with the execution of the contract and the remaining \$180,000 when the Town takes ownership. This duplex will bring the Town's total of employee rental units to 10 units. The Council has set the goal of providing 15 units for its employees.

Recommendation:

A Council person to make a motion followed by a second to approve the purchase contract for a duplex located on Lot 10, Block 77 for a sales price of \$600,000 and authorizing the Town Manger to execute the contract and any subsequent changes to be approved by the Town Attorney.

This form is approved for use by brokers in Colorado by the Colorado Real Estate Commission. A broker's use of this form must be limited to inserting transaction-specific information within the form. The broker may also advise the parties as to effects of the form, and the broker's use of the form must be appropriate for the transaction and the circumstances in which it is used. The broker must advise the parties that the form has important legal consequences and that the parties should consult legal counsel before signing the form.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: March, 2019

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Town of Crested Butte, Colorado, will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other In severalty.**

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. Seller. Seller, Bywater, LLC, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Gunnison, Colorado:

Block 77, Lot 10, Paradise Park Subdivision, Town of Crested Butte (Lot); Seller has received title to the Property from the Town and Seller has agreed in a separate Contract to Buy, Sell and Develop Deed Restricted Housing in the Town of Crested Butte's Paradise Park Subdivision (Development Contract) to construct a duplex, a triplex, and related improvements (collectively, Improvements) on the Lot pursuant to the Development Contract, as amended from time to time. The Property to be conveyed back to Buyer at Closing pursuant to this Contract shall include the Lot and the Improvements.

known as No. N/A
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property). Buyer acknowledges and agrees that the Property is subject to the Master Deed Restriction upon Block 77 of the Paradise Park Subdivision recorded _____, 2019, at Reception No. _____ in the records of the Gunnison County Clerk and Recorder. At the Closing (as hereinafter defined), the Buyer agrees to execute an acknowledgment of such restriction, a copy of which is attached hereto and incorporated herein as Exhibit A.

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): **None** **Solar Panels** **Water Softeners** **Security Systems** **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

48 **2.5.3. Personal Property – Conveyance.** Any personal property must be conveyed at Closing by Seller free and
 49 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all
 50 personal property will be by bill of sale or other applicable legal instrument.

51 **2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the
 52 Purchase Price: N/A

53
 54
 55 **2.5.5. Parking and Storage Facilities.** *Any and all rights that Seller may have in any parking and storage*
 56 *facilities appurtenant to the ownership of the Property shall be included in the conveyance of the Property to Buyer.* **Use**
 57 **Only** **Ownership** of the following parking facilities:

58 _____; and **Use Only** **Ownership** of the following storage facilities: _____.

59 **2.6. Exclusions.** The following items are excluded (Exclusions):

60 N/A

61
 62 **2.7. Water Rights, Well Rights, Water and Sewer Taps.** *Intentionally deleted.*

63
 64 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title	
2	§ 8.1	Record Title Deadline	21 days after CO
3	§ 8.2	Record Title Objection Deadline	24 days after CO
4	§ 8.3	Off-Record Title Deadline	21 days after CO
5	§ 8.3	Off-Record Title Objection Deadline	24 days after CO
6	§ 8.4	Title Resolution Deadline	28 days after CO
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.3	Association Documents Deadline	21 days after CO
9	§ 7.4	Association Documents Objection Deadline	24 days after CO
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Objection Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
19	§ 6.2	Appraisal Deadline	N/A
20	§ 6.2	Appraisal Objection Deadline	N/A
21	§ 6.2	Appraisal Resolution Deadline	N/A
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	N/A
23	§ 9.3	New ILC or New Survey Objection Deadline	N/A
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	21 days after CO
26	§ 10.3	Inspection Resolution Deadline	28 days after CO
27	§ 10.5	Property Insurance Objection Deadline	21 days after CO
28	§ 10.6	Due Diligence Documents Delivery Deadline	21 days after CO
29	§ 10.6	Due Diligence Documents Objection Deadline	24 days after CO
30	§ 10.6	Due Diligence Documents Resolution Deadline	28 days after CO

Item No.	Reference	Event	Date or Deadline
31	§ 10.7	Conditional Sale Deadline	N/A
		Closing and Possession	
32	§ 12.3	Closing Date	See §30(b)
33	§ 17	Possession Date	Closing
34	§ 17	Possession Time	Closing
35	§ 28	Acceptance Deadline Date	March ____, 2019
36	§ 28	Acceptance Deadline Time	4:00 p.m.

65 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal** deadlines do **Not** apply to **FHA** insured
66 or **VA** guaranteed loans.

67 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
68 blank or line in this Contract left blank or completed with the abbreviation “N/A”, or the word “Deleted” means such provision,
69 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
70 no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

71 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.
72 The abbreviation “CO” (Certificate of Occupancy) means the date when the Town of Crested Butte issues a Certificate of
73 Occupancy for the Property and the completed interior finish and improvements within the Property.

74 **4. PURCHASE PRICE AND TERMS.** The Purchase Price for the Property is \$600,000. Within 5 days of MEC, Buyer shall
75 deposit with Seller the amount of \$420,000 as Earnest Money. No interest shall accrue on the Earnest Money for the benefit of
76 Buyer. In addition to the Earnest Money, Buyer shall pay the balance of the Purchase Price of \$180,000 at the Closing. Except as
77 otherwise provided in this Contract, or the Development Contract, the Earnest Money shall be nonrefundable.

78 **4.1. Price and Terms.** Intentionally deleted.

79 **4.2. Seller Concession.** Intentionally deleted.

80 **4.3. Earnest Money.** Intentionally deleted.

81 **4.4. Form of Funds; Time of Payment; Available Funds.**

82 **4.4.1. Good Funds.** The Purchase Price less the Earnest Money paid to Seller in accordance with this Contract
83 shall be payable by Buyer to Seller in Cash at Closing. All amounts payable by the parties at Closing, including any loan proceeds,
84 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer
85 funds, certified check, savings and loan teller’s check and cashier’s check (Good Funds).

86 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
87 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
88 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this
89 Contract, **Does** **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
90 stated as Cash at Closing in § 4.1.

91 **4.5. New Loan.** Intentionally deleted.

92 **4.6. Assumption.** Intentionally deleted.

93 **4.7. Seller or Private Financing.** Intentionally deleted.

94

TRANSACTION PROVISIONS

95

96 **5. FINANCING CONDITIONS AND OBLIGATIONS.** Intentionally deleted.

97 **6. APPRAISAL PROVISIONS.** Intentionally deleted.

98 **7. OWNERS’ ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community
99 and subject to such declaration.

100 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
101 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
102 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS’ ASSOCIATION FOR THE**
103 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
104 **ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**

105 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
 106 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
 107 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
 108 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
 109 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
 110 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
 111 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
 112 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
 113 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
 114 THE ASSOCIATION.

115 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:

116 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
 117 agreements, rules and regulations, party wall agreements;

118 **7.2.2.** Minutes of most recent annual owners' meeting;

119 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
 120 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,
 121 collectively, Governing Documents); and

122 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
 123 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
 124 any (collectively, Financial Documents).

125 **7.3. Association Documents to Buyer.**

126 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association
 127 Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
 128 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
 129 Buyer's receipt of the Association Documents, regardless of who provides such documents.

130 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
 131 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any
 132 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
 133 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
 134 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
 135 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
 136 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
 137 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any
 138 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

139 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

140 **8.1. Evidence of Record Title.**

141 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
 142 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
 143 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
 144 Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be
 145 issued and delivered to Buyer as soon as practicable at or after Closing.

146 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
 147 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
 148 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

149 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

150 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
 151 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
 152 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
 153 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
 154 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
 155 will be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.
 156 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
 157 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
 158 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
 159 object under § 8.4 (Right to Object to Title, Resolution).

160 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
 161 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such

162 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
163 Documents).

164 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
165 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
166 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
167 party or parties obligated to pay for the owner's title insurance policy.

168 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
169 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

170 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
171 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
172 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
173 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
174 Title Documents are not received by Buyer, on or before the **Record Title Deadline**, or if there is an endorsement to the Title
175 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
176 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
177 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
178 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
179 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
180 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
181 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
182 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
183 Commitment and Title Documents as satisfactory.

184 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
185 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation,
186 governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal
187 and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect
188 the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement,
189 boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
190 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective
191 discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by
192 Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and
193 object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
194 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object
195 to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
196 specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

197 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
198 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
199 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

200 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
201 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
202 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
203 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
204 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
205 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
206 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
207 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

208 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
209 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

210 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
211 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
212 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
213 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
214 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
215 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
216 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
217 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
218 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
219 RECORDER, OR THE COUNTY ASSESSOR.

220 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any
 221 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

222 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
 223 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
 224 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
 225 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
 226 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
 227 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

228 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 229 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 230 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 231 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
 232 various laws and governmental regulations concerning land use, development and environmental matters.

233 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 234 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**
 235 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**
 236 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**
 237 **GEOHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS**
 238 **MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE**
 239 **MINERAL ESTATE, OIL, GAS OR WATER.**

240 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY**
 241 **TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
 242 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
 243 **RECORDER.**

244 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
 245 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
 246 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
 247 **OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**

248 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
 249 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
 250 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
 251 **AND GAS CONSERVATION COMMISSION.**

252 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,
 253 or not covered by the owner's title insurance policy.

254 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
 255 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

256 **9. NEW ILC, NEW SURVEY.** *Intentionally deleted.*

257

258

DISCLOSURE, INSPECTION AND DUE DILIGENCE

259 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, BUYER**
 260 **DISCLOSURE AND SOURCE OF WATER.**

261 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
 262 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
 263 by Seller to Seller's actual knowledge, current as of the date of this Contract.

264 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
 265 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
 266 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

267 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
 268 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
 269 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
 270 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
 271 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
 272 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
 273 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
 274 discretion, Buyer may, on or before **Inspection Objection Deadline**:

275 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

276 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
 277 Buyer requires Seller to correct.

278 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 279 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution**
 280 **Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
 281 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

282 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 283 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 284 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 285 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 286 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 287 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 288 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
 289 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
 290 pursuant to an Inspection Resolution.

291 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
 292 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
 293 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

294 **10.6. Due Diligence.**

295 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
 296 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
 297 **Documents Delivery Deadline**:

298 **10.6.1.1.** All current leases, including any amendments or other occupancy agreements, pertaining to the
 299 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

300

301

302 **10.6.1.2.** Other documents and information:

303

304 (a) *To the extent available, as-built construction plans for the Property and the Improvements, including, but not limited*
 305 *to, architectural, electrical, mechanical, and structural systems;*

306 (b) *Engineering reports;*

307 (c) *Certificate of Occupancy.*

308 (d) *Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results,*
 309 *advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic*
 310 *hazardous or contaminated substances, and/or underground storage tanks and/or radon gas pertaining to the Property. If no*
 311 *reports are in Seller's possession or known to Seller, Seller shall warrant that no such reports are in Seller's possession or known*
 312 *to Seller.*

313 (e) *Copies of any Americans with Disabilities Act reports, studies or surveys concerning the compliance of the Property*
 314 *with said Act;*

315 (f) *All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction*
 316 *over the Property and written notices of any violations of any such permits, licenses or use authorizations, if any.*

317 (g) *All warranties for plumbing and mechanical systems in the Improvements, and appliances installed in the*
 318 *Improvements.*

319

320

321 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
 322 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
 323 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

324 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

325 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory
 326 Due Diligence Documents that Buyer requires Seller to correct.

327 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on
 328 or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
 329 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 330 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 331 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

332 **10.7. Conditional Upon Sale of Property.** *Intentionally deleted.*

333 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
 334 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water
 335 for the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

336 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
 337 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
 338 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

339 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a
 340 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties
 341 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within
 342 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

343 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings
 344 for which a building permit was issued prior to January 1, 1978, this Contract is void unless (1) a completed Lead-Based Paint
 345 Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and
 346 fully executed form prior to the time when this Contract is signed by all parties. Buyer acknowledges timely receipt of a completed
 347 Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

348 **10.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,
 349 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was
 350 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further
 351 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
 352 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's
 353 written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the
 354 Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of
 355 the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the
 356 results of the test.

357 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

358

CLOSING PROVISIONS

359 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

360 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
 361 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
 362 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
 363 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and
 364 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
 365 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

366 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
 367 this Contract.

368 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
 369 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
 370 the mutual agreement of the Parties and if they cannot agree, then as specified by the Closing Company.

371 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
 372 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

373 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the
 374 other terms and provisions hereof, Seller must execute and deliver a good and sufficient general warranty deed to Buyer, at
 375 Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided
 376 herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of
 377 the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

378 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
 379 accepted by Buyer in accordance with **Record Title**,

380 **13.2.** Distribution utility easements (including cable TV),

381 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual
 382 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

383 **13.4.** Inclusion of the Property within any special taxing district, and

384 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
 385 assessed prior to or after Closing, and

386 **13.6.** Other N/A

387 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the
388 proceeds of this transaction or from any other source.

389 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

390 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
391 to be paid at Closing, except as otherwise provided herein.

392 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
393 One-Half by Buyer and One-Half by Seller Other _____.

394 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
395 assessments (Status Letter) must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.
396 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
397 or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller One-Half by Buyer
398 and One-Half by Seller.

399 **15.4. Local Transfer Tax.** The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing
400 by None Buyer Seller One-Half by Buyer and One-Half by Seller.

401 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
402 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
403 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following
404 association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.
405

406 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
407 \$N/A for:

407 Water Stock/Certificates Water District
408 Augmentation Membership Small Domestic Water Company _____

409 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.

410 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
411 None Buyer Seller One-Half by Buyer and One-Half by Seller.

412 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

413 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
414 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and
415 Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
416 veteran exemption or Other _____.

417 **16.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to
418 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
419 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
420 assume Seller's obligations under such Leases.

421 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
422 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
423 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
424 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
425 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except
426 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
427 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
428 Assessments are currently payable at \$ _____ per _____ and that there are no unpaid regular or special
429 assessments against the Property except the current regular assessments and _____. Such
430 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
431 deliver to Buyer before **Closing Date** a current Status Letter.

432 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.

433 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

434 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
435 the Leases as set forth in § 10.6.1.1.

436 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
437 to Buyer for payment of \$ 50 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time**
438 until possession is delivered.

439 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked,
440 then Buyer Does Not represent that Buyer will occupy the Property as Buyer's principal residence.

441 If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

442

GENERAL PROVISIONS

443 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**444 **18.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain
445 Time (Standard or Daylight Savings as applicable).446 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
447 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
448 federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a
449 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.450 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
451 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
452 condition existing as of the date of this Contract, ordinary wear and tear excepted.453 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
454 prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the
455 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
456 will use Seller’s reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
457 before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to
458 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
459 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
460 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the
461 insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
462 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s
463 insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their
464 attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due
465 to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.466 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
467 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
468 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
469 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
470 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
471 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
472 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
473 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
474 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the
475 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
476 may be purchased and may cover the repair or replacement of such Inclusions.477 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
478 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
479 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer’s
480 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
481 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
482 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.483 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
484 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.485 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
486 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
487 of title and consultation with legal and tax or other counsel before signing this Contract.488 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
489 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
490 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
491 has the following remedies:492 **21.1. If Buyer is in Default:**493 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
494 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree

495 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
 496 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

497 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1 is checked.** Seller
 498 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
 499 agreed that the Earnest Money is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and
 500 reasonable and (except as provided in §§ 10.4, 22, 23 and 30), said payment of Earnest Money is SELLER'S ONLY REMEDY for
 501 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
 502 additional damages.

503 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
 504 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
 505 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

506 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
 507 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
 508 reasonable costs and expenses, including attorney fees, legal fees and expenses.

509 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
 510 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
 511 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
 512 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
 513 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
 514 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
 515 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
 516 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
 517 This section will not alter any date in this Contract, unless otherwise agreed.

518 **24. EARNEST MONEY DISPUTE.** *Intentionally deleted. See Paragraph 30.*

519 **25. TERMINATION.**

520 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 521 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 522 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 523 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
 524 satisfactory and waives the Right to Terminate under such provision.

525 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
 526 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 30.

527 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 528 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
 529 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
 530 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
 531 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
 532 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

533 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

534 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
 535 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
 536 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
 537 Closing must be received by the party, not Broker or Brokerage Firm).

538 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
 539 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
 540 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
 541 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

542 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
 543 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
 544 access the documents, or (3) facsimile at the Fax No. of the recipient.

545 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
 546 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
 547 located in Colorado.

548 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
 549 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
 550 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
 551 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
 552 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

553 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
 554 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
 555 **Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity,**
 556 **Insurability, Due Diligence, Buyer Disclosure and Source of Water.**

557 ADDITIONAL PROVISIONS AND ATTACHMENTS

558 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
 559 Commission.)

560 (a) *Alpine Title of Gunnison Colorado shall conduct the Closing (Closing Company) and issue the Title Commitment*
 561 *and Title Policy required by this Contract.*

562 (b) *Subject to earlier termination as provided in this Contract, and unless the Parties agree to a different date, the*
 563 *Closing shall occur on or before the 35th day after CO, which shall be issued on or before November 1, 2019. If the CO is not*
 564 *issued on or before November 1, 2019, the Buyer shall have the right to terminate this Contract and receive a full refund of the*
 565 *Earnest Money, or receive a conveyance of the Property and complete construction of the Improvements on the Property.*

566 (c) *Seller shall construct the Improvements in accordance with Development Contract and ensure that a CO is issued on*
 567 *or before November 1, 2019. Upon substantial completion of the construction of the Improvements, Buyer shall walk through and*
 568 *inspect the Improvements with the Seller during which inspection a punch list of incomplete work or work needing repair shall be*
 569 *compiled. The punch list shall be completed and delivered to Seller by the Inspection Objection Deadline. Seller shall ensure that*
 570 *Seller or its subcontractors complete or repair all items on the punch list by the Inspection Resolution Deadline to the extent*
 571 *reasonably feasible. If more time is reasonably required to complete or repair an item, Seller shall ensure that the Contractor*
 572 *endeavors to finish such construction or repair as soon as possible.*

573 (d) *Pursuant to Paragraph 12 of the Development Contract, Seller shall provide the Buyer with a customary one-year*
 574 *warranty for the work and materials associated with the construction of the Improvements, and a two-year warranty on all*
 575 *mechanical systems and plumbing in the Improvements. These warranties will commence from the date on which the CO is issued*
 576 *for the Improvements.*

577 (e) *In addition to the remedies provided for in this contract, Buyer shall be entitled to exercise all of its rights and*
 578 *remedies under the Development Contract between Seller and Buyer.*

579 (f) *Seller may assign this Contract to its construction lender, Community Banks of Colorado. Seller may not assign this*
 580 *Contract to any other person without the written consent of Buyer through its Town Council.*

581 **31. ATTACHMENTS.**

582 **31.1.** The following attachments **are a part** of this Contract:

583 *Exhibit A – Master Deed Restriction*

584 **31.1.1. Post-Closing Occupancy Agreement.** If the Post-Closing Occupancy Agreement box is checked in § 17
 585 the Post-Closing Occupancy Agreement is attached.

586 **31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract: *N/A*

587

597

598

SIGNATURES

599

Buyer's Name: Town of Crested Butte, Colorado

Buyer's Name: _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 507 Maroon Avenue, P.O. Box 39

Address: _____

Crested Butte, CO 81224

Phone No.: 970.349.5338

Phone No.: _____

Fax No.: 970.349.6626

Fax No.: _____

Email Address: dmacdonald@crestedbutte-co.gov

Email Address: _____

600 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Bywater, LLC

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: 970.922.9222

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: jwisian@gmail.com

Email Address: _____

601

602 **32. COUNTER; REJECTION.** This offer is **Countered** **Rejected.**
603 **Initials only of party (Buyer or Seller) who countered or rejected offer** _____

604

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a **Buyer's Agent** **Seller's Agent** **Transaction-Broker** in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer** **Other** _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Buyer's Agent** **Transaction-Broker** in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** _____.

Brokerage Firm's Name: _____
 Broker's Name: _____

 Broker's Signature Date

Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

605
606



To: Mayor Michel and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Slate River Annexation Process and Update**
Date: March 4, 2018

Background:

The Slate River Major Development application started with an annexation petition request to the Town in the fall of 2014 by Cypress Equities (Developer). After a year of negotiations, the proponents withdrew their application for annexation with the Town. At this time, the County was approached by the developer about the possibility of a major subdivision in the County.

In 2016, negotiations with the Town about extending sewer service to the development resulted in the Town and the developer executing the first of two pre-annexation agreements. The first Pre-Annexation Agreement, reception #638399, created a hybrid development project in which a portion of the development would occur in the unincorporated area of the County, followed by the annexation of the remaining property into the Town. The Slate River would serve as the dividing line between the Town and unincorporated development. In exchange for sewer service, the developer dedicated six parcels to the Town on the western portion of the development to serve as public uses, affordable housing, passive park space, and open space. These parcels will be platted and annexed under the Town's Municipal Code regulations.

The second agreement was developed after the developer went before the County Planning Commission and Board of County Commissioners (BOCC). Concerns about the developer's plans for water supply resulted in an additional request for Town water. At this time, an amendment to the pre-annexation agreement, reception #643828, was agreed upon to extend water service to the development in the County in exchange for senior water rights in the McCormick Ditch among other conditions. These two recorded agreements will be referenced as "Pre-Annexation Agreements" for the remainder of the memo.

Both Pre-Annexation Agreements were bound to the County's approval of the Major Subdivision of 23 residential lots on the eastern portion of the site. The County has approved the Major Subdivision which has set in motion the need for the execution of several agreements. The approval of the County Major Subdivision also sets in motion the Town's annexation process and landfill voluntary clean up (VCUP).

Substantial Compliance Resolution:

The Town received an annexation petition and prepared a Sketch Plan Application for annexation. Resolution 4, Series 2019 formally accepts the annexation petition and sets the public hearing to consider the annexation on April 15th which is required by state statute. It is unlikely the subdivision and zoning will have been completed by this date so it is likely the public hearing will be continued to a later date to allow these processes to be completed.

The following are the upcoming key dates for the annexation.

March 4 Substantial Compliance Resolution setting the public hearing April 15th

March 5 Staff to send out land use applications for review agency comments.

March 26 BOZAR Hearing

April 8 Sketch Plan review by Planning Commission (Town Council sitting as Planning Commission.)

April 15th Public hearing on Annexation – Hearing may be continued as necessary until annexation agreement, subdivision, and zoning approvals are ready.

Recommendation:

A Council member make a motion followed by a second to approve Resolution 4, Series 2019 finding the Slate River Annexation Petition to be in Substantial Compliance with State Statutes and setting a public hearing for April 15, 2019.

RESOLUTION NO. 4

SERIES NO. 2019

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, FINDING SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S.; ESTABLISHING A DATE, TIME AND PLACE FOR A PUBLIC HEARING TO DETERMINE COMPLIANCE WITH SECTIONS 31-2-104 AND 31-12-105, C.R.S.; AUTHORIZING PUBLICATION OF NOTICE OF SAID HEARING; AND AUTHORIZING THE COMMENCEMENT OF ZONING PROCEDURES FOR LAND IN THE AREA PROPOSED TO BE ANNEXED RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL

WHEREAS, the Town Clerk has received and has referred to the Town Council a Petition for Annexation ("Petition") dated February 26, 2019 from Cypress Foothills, LP, ("Petitioner"), for the annexation of certain real property described as follows into the Town of Crested Butte, Colorado;

Legal Description (West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,

6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

WHEREAS, the Petition alleges that the requirements of Section 31-12-104, C.R.S., and Section 31-12-105, C.R.S., exist or have been met; and

WHEREAS, the Petitioner owns 100% of the affected property and has signed the Petition; and

WHEREAS, an Annexation Map of the proposed Slate River Annexation has been filed along with said Petition as required by Section 31-12-107(1)(d), C.R.S.; and

WHEREAS, Section 31-12-107(1)(g), C.R.S., requires the Town Council to determine whether the Petition is in substantial compliance with the requirements of the Municipal Annexation Act; and

WHEREAS, the form of the Petition substantially complies with the applicable requirements of the Municipal Annexation Act of 1965, as amended.

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

1. Pursuant to Section 31-12-107(1)(g), C.R.S., the form of the Petition is hereby deemed to be in substantial compliance with Section 31-12-107(1), C.R.S. and the procedures outlined in Sections 31-12-108, 31-12-109 and 31-12-110, C.R.S., shall be followed.
2. The Town Council hereby determines that it shall hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, and to establish whether or not said area is eligible for annexation pursuant to Section 31-12-101, et seq., said hearing to be held at a regular meeting of the Town Council on the 15th day of April, 2019 (not less than 30 nor more than 60 days after the date of this resolution) at the Town of Crested Butte Town Hall.
3. The Town Clerk shall give public notice as follows: A copy of this resolution shall constitute notice that, on the given date and at the given time set by the Town Council, the Town Council shall hold a hearing for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is considered eligible for annexation. Said notice shall be published once a week for four consecutive weeks in a paper of general circulation, with the first publication to occur at least 30 days prior to the hearing. The proof of publication shall be returned when the publication is completed, and the certificate of the owner, editor or manager of the newspaper in which said notice is published shall be proof thereof. At least 25 days prior to the hearing, a copy of this resolution and the Petition, as filed, shall also be sent via registered mail by the Town Clerk to the Gunnison County Commissioners, the Gunnison County Attorney, and to the School District, and to any special districts having territory within the area to be annexed.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 4th DAY OF MARCH, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

February 26th, 2019

VIA ELECTRONIC AND UNITED STATES MAIL

Town of Crested Butte
 c/o Dara MacDonald, Town Manager
 Post Office Box 39
 Crested Butte, Colorado 81224
dmacdonald@crestedbutte-co.gov

Re: Authorization Letter Agreement for the Town of Crested Butte (the “Town”) to Complete and Submit a Formal Annexation Petition Pursuant to Section 15-1-60 of the Town Code on behalf of Cypress Foothills, LP (“Cypress”) (the “Formal Annexation Petition Authorization Letter”)

Dear Ms. MacDonald,

As you know, Cypress and the Town entered into that certain Pre-Annexation Agreement, dated February 16th, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 638399. This Pre-Annexation Agreement was subsequently amended twice: first, in the Amendment to Pre-Annexation Agreement dated December 7th, 2016, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 643828; and second, in the Second Amendment to Pre-Annexation Agreement, dated September 7th, 2018, and recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 656557. The Pre-Annexation Agreement, as amended, is referred to herein as the “Agreement.”

The Agreement contemplated the development of certain property owned by Cypress adjacent to the Town’s public works yard. The Property is bisected by the Slate River, and has been divided into a West Parcel and an East Parcel.¹ The East Parcel was developed through the County. The Agreement contemplates the annexation of the West Parcel into the Town of Crested Butte. The West Parcel is legally described on **Exhibit A** hereto.

With respect to the annexation of the West Parcel, the Agreement specifically provides in paragraph 6.4.1 that:

Following the Requisite Approval from the County, Applicant shall file an annexation petition pursuant to Chapter 15 of the Town Code seeking to annex the West Parcel. The Town shall, as soon as practicable, initiate and process to completion the master planning, annexation, zoning and subdivision processes for the West Parcel consistent with this Agreement. The Town shall consult with Applicant, and Applicant shall cooperate with, the Town’s planning, annexation, zoning and subdivision of the West Parcel, including but not limited to providing the Town all engineering, surveys, and other non-privileged materials related to the Subject

¹ Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement.

February 26th, 2019
Dara MacDonald
Formal Annexation Petition Authorization Letter
Page 2 of 4

Property already in Applicant's possession, custody, or control. However, except as otherwise set forth herein, the completion of these processes for the West Parcel shall be the primary responsibility of, and at the sole cost and expense of, the Town, and all costs to Applicant shall be waived.

Agreement, at ¶ 6.4.1.

Cypress has provided the Town with all engineering, surveys, and other non-privileged materials related to the Subject Property already in Applicant's possession, custody, or control.

Pursuant to a prior authorization letter provided by Cypress to the Town, the Town completed and submitted a concept annexation request on Cypress's behalf pursuant to section 15-1-50 of the Town Code. The Town Council approved this concept annexation request at its January 22nd, 2018 meeting, thereby authorizing the filing of a formal annexation petition.

Since the annexation of the West Parcel and activities related thereto are the primary responsibility of, and at the sole cost and expense of, the Town, the purpose of this Formal Annexation Petition Authorization Letter is to allow the Town to initiate and prosecute to completion the formal annexation process on Cypress's behalf, in order to minimize costs and expense of third-party consultants, for which the Town is financially responsibility under paragraph 6.4.1 of the Agreement.

However, section 31-12-107 of the Colorado Revised Statutes and section 30(1)(b) of article II of the state constitution require Cypress, as the owner of the West Parcel, to actually sign the formal annexation petition. Cypress agrees to sign the formal annexation petition subject to the following conditions:

1. Cypress is given a reasonable opportunity to review and approve the formal annexation petition before signing it.
2. The formal annexation petition shall be consistent with the Agreement.
3. The formal annexation petition shall incorporate, and request approval of, the lot configurations for the six residential lots to be retained by Cypress on the West Parcel as shown on **Exhibit B** hereto (the "Residential Lots").
4. The Residential Lots are unique and located adjacent to wetlands. As such, the subdivision of the Residential Lots cannot be done consistent with any of the Town's existing zoning districts. Applicant and the Town desire to allow for the subdivision of the Residential Lots in a manner that minimizes impacts on wetlands and maximizes the

February 26th, 2019
 Dara MacDonald
 Formal Annexation Petition Authorization Letter
 Page 3 of 4

area and dimensions of the building envelopes on the six lots, as well as the design flexibility of the lot layouts, while maintaining FAR limits consistent with the existing RID zoning district within Town. Accordingly, the formal annexation petition shall request that the Town create, and the Town shall use its best efforts to create, a new residential zoning district for the Residential Lots in order to achieve the foregoing goals.

5. Pursuant to paragraph 6.2 of the Agreement, “[n]o activities related to the West Parcel, including but not limited to its planning, annexation, zoning, subdivision and development shall delay Applicant’s construction of road and utility infrastructure (including but not limited to the construction of [Pyramid Avenue]) necessary to sell residential lots approved by the County on the East Parcel”

6. Similarly, paragraph 6.4.1.6.A of the Agreement, provides that the “Landscape Maintenance Agreement is the only remaining condition precedent to [Cypress]’s right to commence construction on the River Trail and the landscaping and fencing associated therewith.” Cypress and the Town entered into the Landscape Maintenance Agreement (formally the “Landscape Maintenance, License, and Easement Agreement) on November 1st, 2018, which agreement is recorded in the Office of the Gunnison County Clerk and Recorder at Reception Number 657206. Consequently, Cypress is now entitled to commence construction on the River Trail and landscaping and fencing associated therewith without any additional conditions or requirements, provided such construction is consistent with the Town’s construction season limitations.

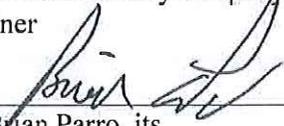
Subject to compliance with the foregoing conditions, this Formal Annexation Petition Authorization Letter extends to those steps necessary for the Town, on Cypress’s behalf, to initiate and prosecute to completion the formal annexation petition pursuant to and in accordance with sections 15-1-60, 15-1-70, and 15-1-80 of the Town Code. A signed General Development Application Form is attached hereto as **Exhibit C**.

Finally, Cypress and the Town recognize, as reflected in paragraph 6.4.1.7 of the Agreement that the annexation and development of the West Parcel is unique and is unlikely to fit neatly into each and every one of the more formulaic requirements of the Town’s annexation and subdivision provisions. The Town Code affords the Town Council the flexibility necessary to annex and develop the West Parcel consistent with this Agreement and in the best interest of the Town’s citizens. *See, e.g.*, § 15-1-60(a)(10) & (b)(2)(d); § 15-1-70(a)(3) & (b)(1); § 15-1-80(b)(7) & (b)(14).

February 26th, 2019
Dara MacDonald
Formal Annexation Petition Authorization Letter
Page 4 of 4

CYPRESS FOOTHILLS, LP,
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,
a Delaware limited liability company, its
General Partner

By: 
Brian Parro, its
Chief Financial Officer
and Vice President

Acknowledged, agreed, and accepted by:

TOWN OF CRESTED BUTTE, a Colorado home rule municipal corporation

By: 
Dara MacDonald, Town Manager

ATTEST:


Deborah Town Clerk

Exhibits (3)

EXHIBIT A

Legal Description (West Parcel):

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township 13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

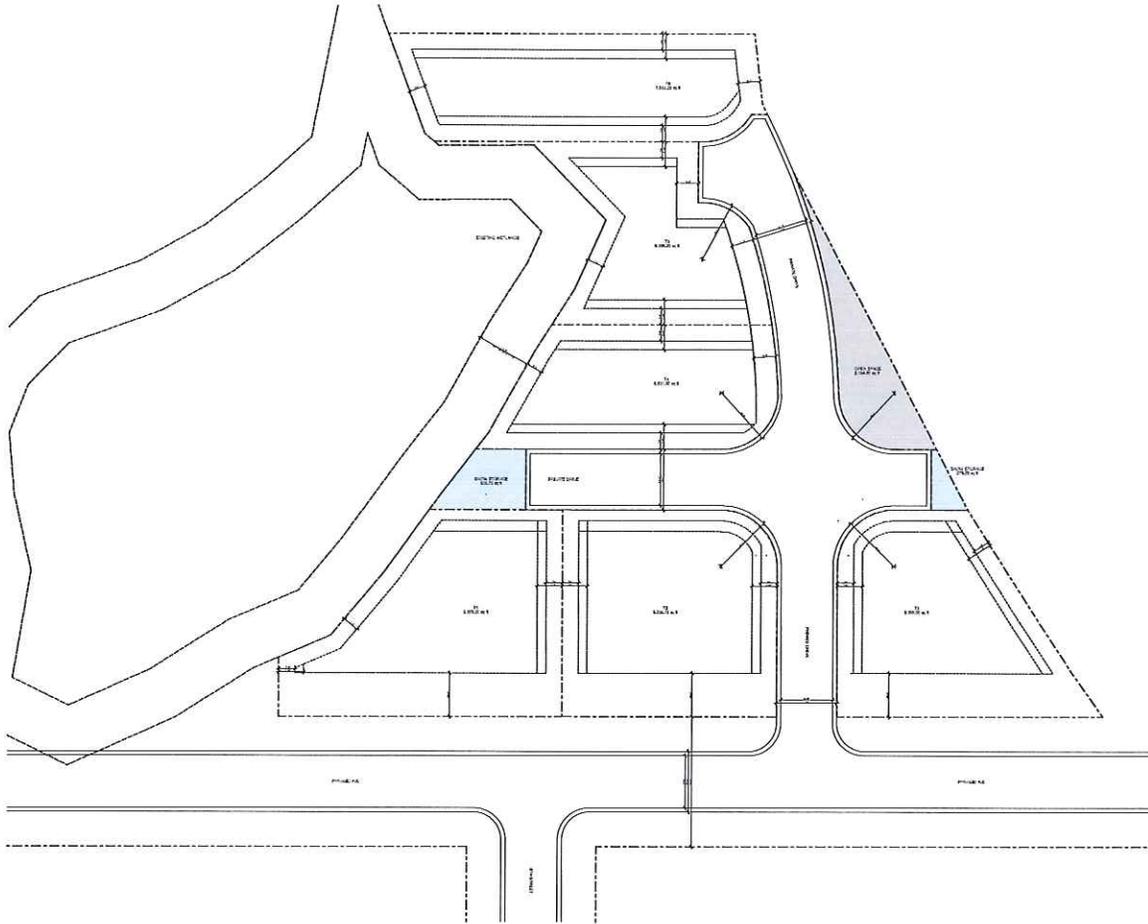
- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,

5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Exhibit B



PROPOSED SITE PLAN OPTION A
 SCALE: 1" = 20'



Address:
 313 West Main Street, #104
 Aspen, Colorado 81611
 Email:
 104 Main Street, #104
 Aspen, CO 81611
 Phone:
 970.925.4111
 F: 970.925.4111

TOWNSITE LAYOUT
 Crested Butte CO

DATE OF PUBLICATION: 12/12
 PROJECT NO: 10411M
 DRAWN BY: JE
 CHECKED BY: FORUM/PHI/C

PROPOSED SITE PLAN

A-001



GENERAL DEVELOPMENT APPLICATION

PO Box 39
 Crested Butte, CO 81224
 Phone: 970-349-5338
 Email: myerman@crestedbutte-co.gov

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|---|---|
| <input type="checkbox"/> Concept Annexation | <input type="checkbox"/> Water/Waste Water Outside Town Boundary Connection |
| <input checked="" type="checkbox"/> Formal Annexation Petition Review | <input type="checkbox"/> Watershed Permit |
| <input type="checkbox"/> Sketch Plan | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Preliminary Plan | |
| <input type="checkbox"/> Final Subdivision Plan Review | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Cypress Foothills, LP, Attention: Cameron Aderhold
 Mailing Address: 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225
 Telephone Number: 214-561-8877 FAX: 214-283-1600
 Email Address: cameron.aderhold@cypressequities.com
 Power of Attorney/ Authorized Representative: Letter Enclosed
 (Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: West Remainder Parcel, Aperture, According To The Plat Thereof Recorded August 1, 2017 Under Reception Number 648057, TBD Title Commitment Enclosed
 Street Address: TBD, Crested Butte, CO 81224
 Legal Description: Lot N/A Block N/A Subdivision See above (attach description)
 Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the Town Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent: [Signature] Date: 12/28/2019

Signature of property owner: [Signature] Date: 12/28/2019

Town of Crested Butte
 Attn. Dara MacDonald
 P.O. Box 39
 Crested Butte, CO 81224

Re: Authorization of Cypress Foothills, LP, a Texas limited partnership, for Law of the Rockies, LLC, Schmueser Gordon Meyer, Inc., and Cameron Aderhold, To Act On Its Behalf With Respect To The Formal Request To Annex The West Parcel

To whom it may concern:

Please be advised that Cypress Foothills, LP, a Texas limited partnership ("Cypress") hereby authorizes: (1) Law of the Rockies, LLC, including but not limited to attorney Marcus J. Lock; (2) Schmueser Gordon Meyer, Inc., including but not limited to engineer Tyler Harpel; and (3) Cameron Aderhold to act on its behalf with respect to its formal application and request to annex the West Parcel into with the Town of Crested Butte, Colorado.

Mr. Lock shall act as the primary contact and representative of Cypress with respect to said request and application. His contact information is:

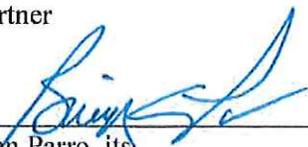
Marcus J. Lock
 Law of the Rockies
 525 North Main Street
 Gunnison, Colorado 81230
 Tel: 970-641-1903, ext. 2
 Fax: 970-641-1943
mlock@lawoftherockies.com

Cypress hereby consents to the submittal of such application and request by the above designated representatives for the West Parcel, which is more particularly described on **Exhibit A** hereto.

Sincerely,

CYPRESS FOOTHILLS, L.P.,
 a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,
 a Delaware limited liability company, its
 General Partner

By: 

 Brian Parro, its
 Chief Financial Officer and Vice President

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing letter was acknowledged before me this 26th day of February 2019, by Brian Parro, as Chief Financial Officer and Vice President of Cypress Foothills GP, LLC which is the General Partner of Cypress Foothills, LP.

Witness my hand and official seal.

My commission expires: 3-7-22.

Stacia Duggan
Notary Public

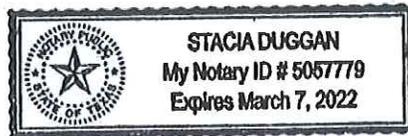


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5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.



Staff Report

March 4, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Chief Marshal Michael Reily
Subject: Adoption of an Ordinance prohibiting possession of tobacco/nicotine products by persons under the age of eighteen

Summary:

Colorado leads the US in youth vaping rates. Through the data provided by the Healthy Kids Colorado Survey we know that our community youth perceive that they have high accessibility to vaping products and that less than 48% of youth perceive that nicotine is harmful. Vaping products have not been regulated by the FDA and therefore we don't have a lot of knowledge of the long-term effects of the chemicals found in the devices and products. In order to help keep our youth healthy we are requesting that Crested Butte Town council adopt an ordinance amending the Town Code to add Section 10-6-60 prohibiting the possession of tobacco/nicotine products by persons under the age of eighteen. The city of Gunnison adopted a similar ordinance in 2011 and updated it in 2017.

Previous Council Action:

The council has not taken action on this previously.

Background:

The Gunnison County Substance Abuse Prevention Project (GCSAPP) and the Crested Butte Community School requested assistance in preventing the number of youth who start and continue using vaping products. We have seen the youth use rate soar in the past two years and youth do not perceive vaping to be harmful. The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance abuse by youth in Gunnison County in order for youth to be healthy, stable, and productively involved in their communities. This year GCSAPP's Choice Pass program included nicotine in the drug testing panel and has seen a statistically significant increase in violations. Youth are reporting that they are experiencing physiological symptoms of nicotine withdrawal after they stop using as part of this program. Vaping among youth is a concern and being proactive in creating policy to help reduce youth use rates is of paramount importance.

Discussion:

It is currently not illegal for youth under the age of eighteen to possess tobacco/nicotine products. By creating this ordinance, our community will have an additional tool in order to help prevent youth from using tobacco/nicotine products and support them in making healthy choices.

Legal Implications:

A person receiving a summons for the alleged violation of 10-6-60, shall appear in Crested Butte Municipal Court with a parent or legal guardian on the date set forth on the summons. Should the minor fail to appear with a parent or legal guardian, a summons shall be issued for both the minor and the minor's parent(s) or legal guardian(s) compelling their attendance in Crested Butte Municipal Court of the minor and at least one of the minor's parents or legal guardians

Janet Reinman, the Gunnison County Director of Juvenile Services, currently sends first offenders through a tobacco education program through Second Step (<https://www.secondstep.org/>). This will be the legal consequence for a first offense under the proposed amendment to the Town Code.

Financial Implications:

There are no discernable financial implications to the Town to updating the Code with this ordinance.

Recommendation:

The Marshal's Office and Town Staff recommend the Town adopt this ordinance prohibiting the possession of tobacco/nicotine products by persons under the age of eighteen.

Recommended Motion:

A Council member make a motion to "set Ordinance 2019-08 for public hearing on March 18, 2019."

Followed by a second and roll call vote.

ORDINANCE NO. 08

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL ADDING CODE SECTION 10-6-60 PROHIBITING THE POSSESSION OF TOBACCO/NICOTINE PRODUCTS BY PERSONS UNDER THE AGE OF EIGHTEEN TO THE GENERAL OFFENSES SECTION OF THE CRESTED BUTTE MUNICIPAL CODE; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

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

WHEREAS, the Town Council of the Town of Crested Butte, Colorado recognizes that the use of tobacco/nicotine products has detrimental long-term health effects; and

WHEREAS, the State of Colorado prohibits the sale of tobacco/nicotine products to persons under the age of eighteen; and

WHEREAS, at the request of the Gunnison County Substance Abuse Prevention Project and the Crested Butte Community School, the Town Council finds that the adoption of the provisions of this ordinance would benefit the health, safety and general welfare of the citizens of the Town.

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

Section 1. Amending Chapter 10, Article 6 to add Subsection 10-6-60, Unlawful Possession of Tobacco/Nicotine Products by Minor Persons Under the Age of Eighteen.

Sec. 10-6-60 Unlawful possession of Tobacco/Nicotine Products by Minor Persons Under the Age of Eighteen.

(a) No minor person under the age of eighteen years shall possess any tobacco/nicotine product within the Town. “Tobacco/Nicotine Product” means any product that contains or is derived from tobacco or contains nicotine, and is intended to be ingested or inhaled by or applied to the skin of any individual: including but not limited to cigarettes, cigars, chewing tobacco, e-cigarettes, vape pens, or vaporized apparatus, except that “tobacco/nicotine product” does not mean any product that the Food and Drug Administration of the United States Department of Health and Human Services has approved as a tobacco use cessation product.

- (b) No minor person under the age of eighteen years shall purchase or attempt to purchase any tobacco/nicotine product within the Town.
- (c) No person shall knowingly give, sell, or distribute any tobacco/nicotine product to any minor person who is under the age of eighteen years within the Town.
- (d) It shall not be an offense under this section if the minor person under the age of eighteen years was acting at the direction of an employee of a governmental agency authorized to enforce or ensure compliance with laws relating to the prohibition of the sale of cigarettes and tobacco products to persons under the age of eighteen years.
- (e) Violation of any of the provisions of this section is a petty offense.
- (1) A minor person receiving a summons for the violation of 10-6-60 shall appear in Crested Butte Municipal Court with a parent or legal guardian on the date set forth on the summons. Should the minor person fail to appear with a parent or legal guardian, a summons shall be issued for both the minor and the minor's parent(s) or legal guardian(s) compelling the attendance in Crested Butte Municipal Court of the minor and at least one of the minor's parents or legal guardians.
- (2) Upon issuance of a first summons and complaint for a violation of section 10-6-60, if such minor person appears before the Municipal Court accompanied by a parent or guardian, such minor person shall, upon conviction, be sentenced to participate in and complete a tobacco product education class and to pay any fees associated therewith.
- (3) Upon a second conviction, the Court shall assess a penalty consistent with the Court's fee schedule for this offense.
- (4) For a third or more conviction, the Court shall assess a penalty which is double the Court's fee schedule for the second conviction.

Section 2. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

Vaping/E-cigarettes

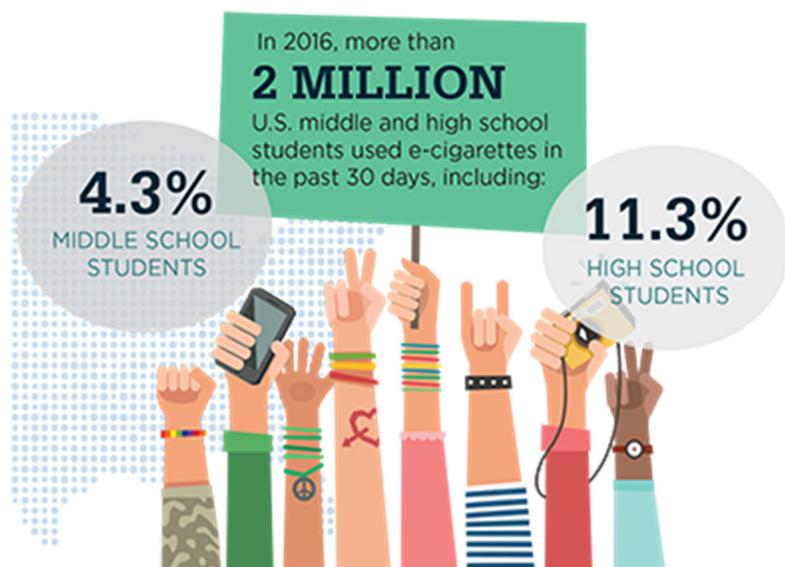
E-cigarettes, vapes, vape pens, personal vaporizers, nicotine vaporizers, mods, and Advanced Personal Vaporizers (APV) are virtually the same thing: battery powered devices that provide an inhaled dosage of nicotine, marijuana, or other drugs- though most typically used for nicotine.

Background

For simplicity, GCSAPP will refer to these devices as vaporizers, as they heat oils from substances such as tobacco or marijuana into a vapor.

Food and Drug Administration (FDA) regulations make vaporizers illegal for people under the age of 18 to possess. Additionally, it is illegal sell and distribute vaporizers to minors. Locally, the Gunnison City Council updated its tobacco ordinance in 2017 to include language clarifying vaporizers as tobacco products. A link to the ordinance can be found [here](#).

According to a report by the Surgeon General, Dr. Vivek H. Murthy, e-cigarette use among high school students increased “an astounding 900 percent” from 2011 to 2015. Some researchers have said that e-cigarette use among youth could act as a gateway to traditional smoking, but the report says the relationship is not yet fully established. Chief among the concerns raised by the report is simply that “nicotine is a dangerous drug” to the developing brain (see more below).



Colorado

Colorado youth are vaping nicotine at twice the national average and at the highest rate of 37 states surveyed"- U.S. Centers for Disease Control and Prevention.

A separate, more comprehensive state survey shows about half of Colorado high school students have tried vaping nicotine, don't see it as risky and think vaping products are easy to get, even though it is illegal to purchase them as minors.

Information from GCSAPP: <https://www.gunnisoncounty.org/863/eCigaretteVaping>
Page 2 of 4

“Vaping has replaced cigarettes as a way for underaged youth to use nicotine,” said Dr. Larry Wolk, executive director and chief medical officer of the Colorado Department of Public Health and Environment. “Too many of our young people don’t realize the health risks involved.”

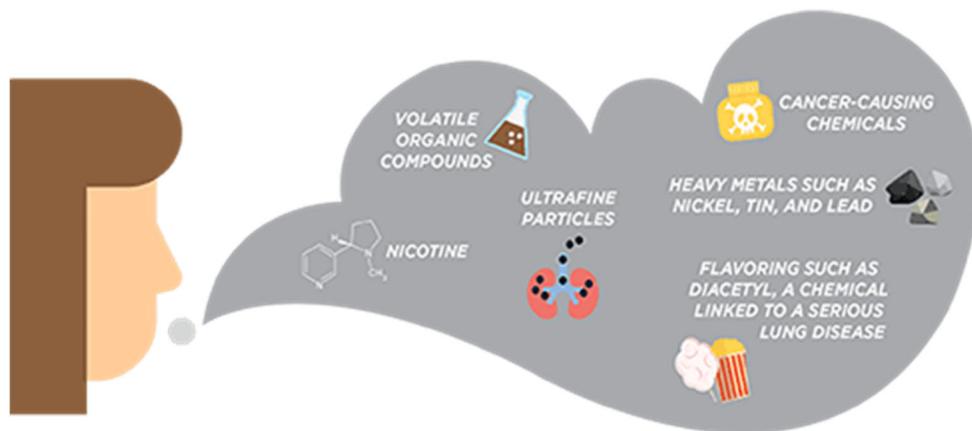
To see more data specific to Colorado from the Healthy Kids Colorado survey, [click here](#).



Effects of Vaporizers

A common misconception about vaporizers is that they are harmless, or less harmful than cigarettes or other tobacco products. Also, these products are often marketed as a way for smokers to quit. There is not sufficient evidence that e-cigarettes help smokers quit, nor are they approved by the Food and Drug Administration as a cessation medication.

When using any substance there are consequences to health and development of youth. Nicotine, the main substance used in vaporizers has serious health affects for youth. Nicotine is highly addictive, and researchers are discovering e-cigarette users who become addicted in as little as 24 hours. Not to mention, some electronic cigarette cartridges contained nitrosamines, which cause cancer. Additionally, studies have found some electronic cigarette cartridges contained diethylene glycol, a toxic chemical commonly used in antifreeze.



Effects on the Brain

When nicotine reaches the brain it attaches to neural receptors usually reserved for acetylcholine. This begins a series of chain reactions in the body. First, it starts to stimulate the adrenal glands which start releasing large amounts of adrenaline into the system. This ‘flight or fight’ hormone

elevates the heart rate and breathing. As the heart rate goes up so does the blood pressure and this means that nicotine is also partly to blame for numerous vascular diseases.

That rush of adrenaline also signals the body to dump sugars into the system –under normal circumstances that sugar would be useful for either the fight or the flight response. In this case, it stays in the bloodstream, accumulating and since nicotine suppresses insulin release this means that smokers regularly have elevated blood sugar levels. High blood sugar is one of the reasons why smokers tend not to feel hungry after a cigarette, regardless of how long it was since their last meal.

Nicotine is also responsible for dopamine floods that occur after smoking or chewing tobacco. Dopamine is a neurotransmitter that stimulates the pleasure centers of the brain and smoking there for gives smokers the same sensation you would get when eating something you really like or making love. This is where the craving part of the addiction comes into play. As nicotine-caused dopamine levels begin to stabilize, smokers get an overwhelming urge for another cigarette – essentially, another hit of nicotine. And that is how this vicious circle transforms into a snake biting its own tail.

Effects on the Body

Short Term Effects include:

- Dizziness
- Lightheadedness
- Abnormal sleep disturbances
- Blood-flow risk
- Headache
- Shortness of breath
- Diarrhea
- Nausea
- Dry mouth
- Heartburn

Long Term Effects include:

- Atherosclerosis
- Aortic enlargement and dissection
- Increased clotting
- Increased blood pressure
- Joint Pain
- Coronary artery disease
- Tachycardia
- Arrhythmias
- Chronic obstructive pulmonary disease
- Spinal disc degeneration

- Dyspepsia (Indigestion)
Cancer

Risks of E-Cigarette and Vape Pen Use

Although the overwhelming majority of young people do not use e-cigarettes, the recent increase in use among adolescent is concerning to health professionals.

The infographic features two black silhouettes of a human figure, one on the left and one on the right. Six text boxes are arranged in a central column, with blue lines pointing from each box to specific areas on the silhouettes: the head, the ear/throat area, the chest/lung area, the heart area, and the lower torso. The text boxes contain the following information:

- Nicotine use in early adolescence causes changes in the brain that make life-long addiction much more likely for young e-cig/vape users.
- Ear, eye and throat Irritation is common among e-cigarette/vape pen users.
- The aerosols produced by the chemicals in e-juice, enter into the user's lungs unfiltered and leave chemical residue behind.
- Nicotine is known to have effects on the cardiovascular system. Some recent studies show that acute use of e-cigarette impaired flow-mediated dilation, this suggests that e-cigarettes can lead to cardiovascular diseases.
- Recent studies show that e-cigarette/vape pen use is associated with the use of other tobacco products that are known to cause further health issues, including cancer and heart disease.
- Many people incorrectly believe that these devices produce a water vapor when in fact they create aerosols that contain harmful chemicals, and ultra-fine particles that are inhaled into the lungs and out into the environment, making them harmful to the user and other nearby.
- These devices are still very new so many of the long-term health consequences of their use is still not known. Even still, the mounting evidence shows that these devices are *not* harmless.

Tobacco Prevention Toolkit
Division of Adolescent Medicine, Stanford University
For more information go to: www.tobaccopreventiontoolkit.stanford.edu

References

“Nicotine Side Effects.” Tobacco Free Life. <https://tobaccofreelife.org/why-quit-smoking/smoking-effects/nicotine-effects/>

“What are E-Cigarettes?” Colorado Department of Public Health and Environment. https://www.colorado.gov/pacific/sites/default/files/HPF_WIC_e-Cigarette-Fact-Sheet.pdf

“What is a Vape Mod?” Blu. <https://www.blu.com/en/US/explore/explore-vaping/vaping-devices/What-is-a-vape-mod.html?countryselect=true>

“What is in e-cigarette aerosol?” Centers of Disease Control and Prevention. https://www.cdc.gov/tobacco/basic_information/e-cigarettes/index.htm



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance 9, Series 2019- IRC requirements eaves in Townhomes

Date: March 4, 2019

Background:

The Town Council has previously passed local text amendments to the International Residential Code (“IRC”). The Town’s design guidelines require pitched roofs and eaves of at least 18” on residential structures. The IRC prohibits eave overhangs over a shared property line. However, the Town’s design guidelines require these eaves. Below are several examples of eaves on Townhomes that were allowed to be constructed previously but were not in compliance with the IRC. Ordinance 9, Series 2019 would allow these eave projections provided that the eaves are constructed with a fire rated assembly that is approved by the Building Official to extend over the share lot line. Also party wall agreements between units will be executed to ensure property owners can maintain these eaves if needed into the future.



Recommendation:

A Council member make a motion followed by a second to set Ordinance 9, Series 2019 amending Code Section 18-2-30 for eave requirements for townhomes under the International Residential Code to a public hearing on March 18, 2019.

ORDINANCE NO. 9

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING, CHAPTER 18, ARTICLE 2, SEC. 18-2-30 OF THE
TOWN CODE RELATED TO BUILDING REGULATIONS**

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

WHEREAS, the Town Council has determined that the below amendment to the International Residential Code is important to achieving standardized, safe construction, in furtherance of the goal of protecting public health, safety, welfare of the public and the environment and upholding the Board of Zoning and Architectural Review Board Design Guidelines.

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

Section 1. Amending Chapter 18 Article 2- Residential Code

Sec. 18-2-30 Amendment

Section 18-2-30 shall be amended to read as follows:

Add new paragraph to read as follows:

(12) IRC Section 302.1, Exception 6. Where Townhouse eave projections of not more than 18 inches in length are extended over the “0” lot line, constructed with fire rated protection, and approved by the Building Official.

Section 2. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____,
2019

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS ____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE

By: _____

James A. Schmidt, Town Mayor

ATTEST:

BY: _____

Lynelle Stanford, Town Clerk



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Reconsideration of Ordinance 3, Series 2019- IRC requirements for sprinkler systems in Townhomes**

Date: March 4, 2019

Update:

The Town Council was split on the vote for Ordinance 3, Series 2019 and it failed to pass at the February 4, 2019 meeting. At this meeting the Town staff and the developer for the affordable housing project testified that the cost for the Town's project for fire sprinklers would be around \$250,000 or \$15,000-\$20,000 a unit.

On February 19, 2019, the Council asked to the staff to bring back the Ordinance 3, Series 2019 for their reconsideration. The Council asked for the staff to survey local builders for their costs related to fire suppression.

The Staff surveyed 4 local builders for their costs for fire sprinklers for projects completed in the past year. While they did assist the staff in providing these costs, they all asked that their costs not be directly published because they competitively bid these systems for their projects. Also there was a range of costs because the size and number of units in each project varied. However, the costs per unit ranged from \$12,500-\$35,000 per unit. Or a range of \$6.15-\$20 a square foot. Some builders were also not able to break out the costs of the installation of the fire sprinkler service line since this was included in a separate bid for excavation. Bywater's cost of \$17,500 per unit included excavation costs for the installation of the fire suppression and the service lines into the building.

Background:

The Town Council previously passed a local text amendment to exempt 2 unit Townhomes (or Duplexes) from sprinkler requirements. The International Residential Code allows local jurisdictions to pass local text amendments. A Townhome is considered a standalone single-family home that sits on its own lot that shares a 2-hour fire rated wall with a neighboring property. The two hour wall must extend from the foundation through ceiling. Ordinance 3, Series 2019 would extend the sprinkler exemption from duplexes units to also include Triplexes units.

Recommendation:

A Council member make a motion followed by a second to set Ordinance 3, Series 2019 amending Code Section 18-2-30 (6) concerning fire suppression requirements for townhomes under the International Residential Code to a public hearing on March 18, 2019.

ORDINANCE NO. 3

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING THE TOWN CODE TO AMEND CRESTED BUTTE
MUNICIPAL CODE SECTION 18-2-30 (6) CONCERNING FIRE
SUPPRESSION REQUIREMENTS FOR TOWNHOMES UNDER THE
INTERNATIONAL RESIDENTIAL CODE.**

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

WHEREAS, C.R.S. 31-15-103 authorizes the Town to adopt ordinances necessary to provide for the health, safety and welfare of the Town; and

WHEREAS, the adoption of uniform codes of construction is necessary to ensure safe and sound construction of buildings; and

WHEREAS, the Town of Crested Butte adopted the 2015 Series of the International Residential Code with Ordinance 19, Series 2016 along with certain amendments; and

WHEREAS, the construction of safe and sound buildings is an important charge of the Town Council; and

WHEREAS, the Town Council has determined that the below amendment to the International Residential Code suggested by the Town staff promotes the desired goals of the Town Council to achieve standardized, safe construction, and accordingly, are in the best interest of the environment, health, safety and general welfare of the residents and visitors of the Town.

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

Section 1. Amending Chapter 18, Article 2, Section 30 (6) – International Residential Code Section 313.1. The following Section in Chapter 18, Article 2 is amended as follows:

IRC Section 313.1 (Townhouse automatic fire sprinkler systems) shall be amended to add the following. "... in townhouses of more than three units".

Section 2. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____,
2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE

By: _____

James A. Schmidt, Mayor

ATTEST:

BY: _____

Lynelle Stanford, Town Clerk

SULLIVAN GREEN SEAVY LLC

TO: Town of Crested Butte, Town Council
FROM: Barbara Green and John Sullivan
DATE: March
RE: Town Council social media policy

Per the direction of Council, we have prepared a draft policy to guide the Council's use of social media.

The Town currently has a social media policy that governs use of social media by staff and which may be updated in the future. At present, however, the Town does not have a social media policy for members of Council.

The Town does not host an official social media account for Town Council members so any use of social media by individual members is conducted in their personal capacity. Even so, the line between a Council member's official and personal capacity often is blurry. The policy is intended to make the line clearer so that Council does not inadvertently expose the Town to liability for violations of open meetings and open records laws, the First Amendment, *ex parte* prohibitions, or other laws and considerations that govern Town communications.

ATTORNEYS & COUNSELORS AT LAW

2036 E. 17th Avenue
Denver, CO 80206
Phone: 303-322-0366
Fax: 303-316-0377

Barbara J.B. Green
Phone: 303-355-4405
barbara@sullivangreenseavy.com

3223 Arapahoe Avenue, Suite 300
Boulder, CO 80303
Phone: 303-440-9101
Fax: 303-443-3914

CRESTED BUTTE TOWN COUNCIL SOCIAL MEDIA POLICY

I. Purpose

The purpose of this policy is to describe the manner in which individual members of the Crested Butte Town Council (“Councilmember”) are authorized to use social media in their official capacities and to set forth the rules that govern such use. This policy also describes the extent to which a Councilmember’s personal use of social media may bring that personal use within the purview of Town policies. This policy is intended to protect the rights of the public in their ability to access public forums, and to ensure that the Town is able to comply with its requirements under state and federal law.

II. Definitions

A. *Official town business* means matters addressing administrative, policy-making or quasi-judicial powers of the Town including but not limited to matters regarding any rule, regulation, ordinance, formal action or decision within the jurisdiction of the Town.

B. *Personal use*. Use of social media that does not make use of their Town email address, position, title, or official capacity.

C. *Personally Identifiable Information*. Information that can be used to distinguish or trace an individual's identity, such as date and place of birth, personal addresses or telephone numbers, Social Security number, driver’s license number, or records that contain genetic, medical, or psychological data or information. Personally identifiable information also includes personal financial information and other information maintained because of the employer-employee relationship, pursuant to Section 24-72-202, C.R.S. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

D. *Social Media*. Social media websites create and foster online social communities for a specific purpose and connect users from various locations and interest areas. These websites and platforms offer many different ways for users to interact with one another, such as instant messaging, blogging and commenting, microblogging, events, status updates, online communities, discussion forums, message boards, podcasts, website link sharing, wikis, video conferencing, and sharing photos and videos.

III. Limitations on Use of Social Media by Town Council

Use of social media accounts for official Town business.

A Councilmember may not establish or use social media accounts to conduct official Town business. Any use of social media to conduct official business can only be conducted on an official social media account when and if such account is made available. The Town does maintain a Facebook account from Town Hall and one for the Marshals but Council members do not have access to control those accounts. The Town's recommended best practice is to direct those communications regarding official Town business to the Councilmember's Town email account.

Guidelines for use of personal social media accounts.

1. **No Town business conducted on personal accounts.** For Councilmembers who have personal social media accounts, the line between official Town business and personal communications must be vigilantly maintained. The best practice is to refrain completely from using social media to discuss Town business. Allowing communications regarding official Town business to occur on a personal social media website may trigger open meetings, public records and document retention obligations, and First Amendment considerations.¹

Criticism of or comment upon official Town decisions may also have legal implications, especially when such decisions are quasi-judicial decisions, subject to appeal. Likewise, receiving or making comments regarding quasi-judicial matters on social media may violate due process rules applicable to quasi-judicial proceedings. When a Councilmember receives constituent comments on matters in which BOZAR or Council may have a quasi-judicial role, Councilmembers should immediately inform the author that such contacts are prohibited, Councilmembers should also keep in mind that their comments regarding such matters are prohibited, and they must refrain from any engagement on the topic.

2. **Speaking on behalf of Town.** Councilmembers may not speak on behalf of the Town when participating in social media, unless authorized to do so by the Town Council.

3. **Town logo.** Councilmembers who engage in personal use of social media may not use the logo of the Town.

4. **Disclaimer.** In cases when a Councilmember's personal use of social media *may be perceived as being on behalf of the Town*, such as when a Councilmember identifies him or herself as a Councilmember or when a Councilmember is addressing a matter that concerns the Town Council, Town activities or programs, or other Town business, the Councilmember shall include a visible disclaimer on their account to inform users that their opinions are their own and do not represent those of the Town of Crested Butte, such as *"The postings on this site are my own and do not necessarily represent the Town of Crested Butte's positions or opinions."*

¹ Neither the Town, nor Councilmembers may restrict any person's ability to view or post comments on social media pages that are maintained or operated by the Town or Councilmember in their official capacity, based in any way, upon the viewpoint of that person or the content of that person's speech.

5. **Councilmember to Councilmember discussion.** In order to assure compliance with the Colorado Open Meetings Law, social media should not be used to conduct Town business or engage in discussions with other Councilmembers regarding official Town business.

The Open Meetings Law ordinarily applies to meetings of three or more Councilmembers, but the physical presence of those persons is not always necessary to constitute a meeting. Social media exchanges among three or more Councilmembers regarding official Town business is likely subject to Open Meetings Law public notice and access requirements. For this reason, Councilmembers are strongly discouraged from “friending” other Councilmembers. Councilmembers should not engage in an exchange or discussion of official Town business. Engaging in an exchange of ideas or discussion on such matters and comment strings on social media in response to another Councilmember could be broadly construed to trigger Open Meetings Law requirements. To avoid these legally ambiguous situations, Councilmembers should always discuss their position during noticed open meetings and not on social media.

6. **Colorado Open Records Law.** Any content related to Town business on a Councilmember’s social media page might be considered a public record subject to disclosure under the Colorado Open Records Law. This includes communication between a Councilmember and the general public, and a site’s listing of “friends” or “followers.” When a Councilmember posts something as a social media page visitor, he or she should include a disclaimer with the post (see point 4, above) and retain a record of that posting in case it is deemed to fall within the definition of a “record.” If a Councilmember wants to remove old posts, the content should be retained, including the time, date, and identity of the poster when available. Finally, a Councilmember’s profile pages on social media should clearly state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Colorado Open Records Act.

7. **Confidentiality.** Councilmembers shall not post or release proprietary, confidential, sensitive, or personally identifiable information about any person or business.

8. **Town Contact Information.** Councilmembers should post a policy that describes what is acceptable for their personal social media sites, and note that if a citizen wishes to enter a comment in the official record regarding some public issue, they may do so by submitting the comment to the Town Clerk. This is important for many reasons, not the least of which is to avoid *ex parte* communications.

9. **No Town responsibility.** Any social media accounts created, operated, maintained, or used by a Councilmembers for the purpose of conducting Town-related business, including, without limitation, constituent communication, that is not operated, maintained or used in compliance with this policy, is considered to be undertaken, maintained and used outside of their official capacity as Councilmembers and, therefore, the Town bears no responsibility for what transpires on, or because of, those accounts.



Staff Report

March 4, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Council Member Appointments to Boards and Committees
Date: February 8, 2019

Summary:

Included in the packet are lists of boards and committees. One list contains background information, meeting schedules, and contact information for organizations. The other list is meant to be an at-a-glance reference.

Kent Cowherd's appointments should be filled as decided upon by the Council. The vacant assignments are highlighted in yellow on both lists. This would be a time to consider any other re-appointments as well.

Recommendation:

The Council should discuss and decide whom they would like to appoint to each board and committee.

Recommended Motion:

Motion to approve the appointments to boards and committees as discussed.

Boards and Committees List

Revised February 2019

Rural Transportation Authority Board (RTA)

The mission of the Gunnison Valley Rural Transportation Authority is to provide and improve air transportation to and from the Gunnison-Crested Butte Regional Airport on a year round basis, and to develop a long term and energy efficient public ground transportation system within Gunnison County.

- Bylaws mandate two elected officials from each municipality serve on the board. Council members are voting members of the Board.

Current Members:

1. Chris Haver
2. Vacancy

Meeting Schedule: Meetings start at 8 a.m. The location alternates between the Gunnison County Courthouse and the Crested Butte Town Hall.

Director: Scott Truex

Phone: 970-275-0111

E-mail: struex@gunnisonvalleyrta.org

Website: Gunnisonvalleyrta.org

Mountain Express Board

Mission Statement - To provide safe, free and courteous public ground transportation services for residents of and visitors to Mt. Crested Butte, Crested Butte, and surrounding north valley communities and to provide a safe, fair, and honest working environment for Mountain Express employees.

- Bylaws state that two board members are nominated by the Town of Crested Butte, two board members nominated by the Town of Mt. Crested Butte, and one member nominated by a majority vote of the Board. Council members are voting members of the Board.

Current Members:

1. Laura Mitchell
2. Will Dujardin

Meeting Schedule: Meets the 3rd Thursday of every month, at 9 a.m., alternating between Mt. Crested Butte Town Hall and Crested Butte Town Hall.

Director: Chris Larsen

Phone: 970-275-5175

E-Mail: Clarsen@crestedbutte-co.gov

Website: www.mtexp.org

Tourism Association (TA) Advisory Board

The Gunnison-Crested Butte Tourism Association was officially formed in September 2002 in anticipation and support of the November 2002 ballot initiatives to create a Local Marketing District for Gunnison County and to serve as the marketing arm of the Gunnison Valley Rural Transportation Authority, also on the ballot at that time.

Mission: Enhance economic vitality by marketing our county as a year round destination and foster relationships with community partners to ensure a quality guest experience.

- One Council member.

Current Member:

1. Laura Mitchell

Meeting Schedule: Every second Thursday, once a month at 7:30 a.m., alternating between the Crested Butte/Mt. Crested Butte Chamber of Commerce and the Gunnison County Courthouse. The next meeting is on December 14, 2017 at the Courthouse.

Please RSVP for meetings, and they will provide food.

Director: John Norton

Phone: 970-379-5498

E-Mail: john@nortonglobal.com

Website: www.gunnisoncrestedbutte.com

Crested Butte/Mt. Crested Butte Chamber of Commerce

The Chamber provides information for visitors to the community, as well as residents, and business owners (both current and prospective).

As the leading business organization in the community, the Chamber seeks to:

- Promote the Community
- Create a Strong Local Economy
- Provide Networking Opportunities
- Represent the Interests of Business with Government
- Provide Value and Benefit to our Members

- One council member and one alternate. Nonvoting member.

Current Members:

1. Chris Haver
2. Will Dujardin (alternate)

Meeting Schedule: Meets the 3rd Tuesday of every month at 8:00 a.m. at the Visitors Center in Crested Butte.

Director: Ashley Upchurch
E-Mail: director@cbchamber.com
Phone: 970-349-6438
Website: www.cbchamber.com

Coldharbour Institute

Current Members:

1. Jackson Petito
2. (alternate)

Meeting Schedule: Every two months

Director: Suzanne Ewy

Phone: 719-530-1103

E-Mail: sewy@western.edu

Website: www.coldharbourinstitute.org

Gunnison County Housing Authority Advisory Board

The mission of the Gunnison County Housing Authority (GCHA) is to assist in providing suitable housing and an acceptable environment for the elderly, the handicapped, and the disadvantaged; and to encourage private investment in housing to help meet the housing needs of all citizens.

Rental Assistance Programs: Section 8 Rental Assistance; Mountain View Senior Apartments.

Homebuyer Programs: Homebuyer Counselor; Mutual Self-Help Build (Owner/Builder Program).

- The Council appoints two members and one alternate. One of the regular appointees must be a Town councilmember, the other two appointees do not need to be on the Town Council. Board members are voting members of the Board. The Board serves in an advisory capacity to the Board of County Commissioners.

Current Members:

1. Jim Schmidt
2. Chris Haver
3. Michael Yerman (Staff Liaison)

Meeting Schedule: The 2nd Wednesday of every month. Alternating between Crested Butte (at the Chamber of Commerce) and Gunnison (at the Housing Authority Offices).

Director: Jennifer Kermode

Phone: 970-641-7901

E-Mail: jkermode@gvrha.org

Website: www.gunnisoncounty.org

Gunnison Valley Housing Foundation

Mission:

1. Facilitate an exchange of the Clark land parcel with the U.S. Forest Service for future affordable housing projects.
2. Act as a non-profit affordable housing developer.

Members of the Gunnison County Housing Authority Advisory Board have also been serving on the Gunnison Valley Housing Foundation Board.

Current Members:

1. Jackson Petito

Meeting Schedule: The 2nd or 3rd Thursday of every month usually at 4 p.m. prior to Gunnison County Housing Authority Advisory Board meetings.

Center for the Arts

Mission-The Center for the Arts, a home for arts and culture, offers engaging opportunities and educational experiences to enrich and expand the life of our community.

- One council member; Non-voting member.

Current Member:

1. Paul Merck

Director: Jenny Bernie

Phone: 970-349-7487 x2

E-Mail: jenny@crestedbuttearts.org

Website: www.crestedbuttearts.org

Gunnison Valley Land Preservation Board

Meets on an as-needed basis, usually a few times a year, generally at 6pm, alternating between Blackstock Building and Crested Butte Town Hall.

- Two members and one alternate are appointed by the Town of Crested Butte

Current Members:

1. Sue Navy
2. Jim Schmidt
3. Paul Merck (Alternate)

Meeting Schedule: Meets on an as-needed basis, usually a few times a year, typically Monday evening at 6 p.m.

Contact person: Mike Pelletier

Phone: 970-641-7645

E-Mail: mpelletier@gunnisoncounty.org

Website: www.gunnisoncounty.org

West Elk Loop Scenic Byway Committee

The Colorado Scenic and Historic Byways program is a statewide partnership intended to provide recreational, educational, and economic benefits to Coloradans and visitors. This system of outstanding touring routes in Colorado affords the traveler interpretation and identification of key points of interest and services while providing for the protection of significant resources.

Scenic and Historic Byways are nominated by local partnership groups and designated by the Colorado Scenic and Historic Byways Commission for their exceptional scenic, historic, cultural, recreational, and natural features.

- One council member, one alternate.

Current Member:

1. Laura Mitchell

Meeting Schedule: Quarterly 10 a.m. to approximately 2 p.m. Meeting locations vary and are rotated among different towns along the byway.

Contact Person: John Hoffman

Phone:

E-Mail: jhof@rof.net

Website:

Colorado Association of Ski Towns

The Colorado Association of Ski Towns is an organization of 25 municipalities whose economies are largely dependent upon tourism. Members include the mayors and managers of the resort towns. The Association was formed in part to recognize that resort communities face unique challenges in providing municipal services to residents and visitors. Member municipalities share the benefits of our diverse knowledge, experience and leadership through meetings, conferences, surveys and other informational venues, as decided by the members.

CAST members use the power of the coalition to seek support for legislation that will benefit and sustain the mountain communities. We support actions that keep our communities livable, protect our pristine environment, and promote community-based land use, mass transit, affordable housing, and sustainable tourism. Our goal is to foster growth that will ensure an exceptional quality of life for citizens and a positive experience for visitors.

- One council member (typically the mayor) and the Town Manager

Current Members:

1. Jim Schmidt
2. Dara MacDonald
3. If Mayor cannot attend an alternate will be sought on an as-needed basis.

Contact person: Margaret Bowes, Executive Director
Phone: 970-485-2737
E-Mail: mbowes@coskitowns.com
Website: www.coloradoskitowns.org

Region 10

Region 10 League for Economic Assistance and Planning serves as the economic, community and senior programs leader for six, western Colorado counties. The Region 10 staff, together with its membership, assists local governments, businesses and residents in facilitating and implementing programs that will benefit our economy, community and quality of life.

One council member

Current Member:

1. Vacancy

Meeting Schedule: 4th Thursday of February, May, and August and the third Thursday of November. All meetings are at Noon in the Enterprise Center, 300 N Cascade Avenue in Montrose.

Contact person: Michelle Haynes, Executive Director
Phone: 970-249-2436 ext. 202
E-Mail: mhaynes@region10.net
Website: www.region10.net

Upper Gunnison River Water Conservancy District

UGRWCD's mission is to be an active leader in all issues affecting the water resources of the Upper Gunnison River Basin.

An elected official could attend meetings, but it is not a voting position.

Current Member:

1. Will Dujardin

Meeting Schedule: The 4th Monday of the month, at 5:30PM, at 210 West Spencer.
 Next meeting will be January 29, 2018

Contact person: Frank Kugel
Phone: 970-641-6065
E-mail: fkugel@ugrwcd.org

Water Quality/Quantity Committee

The Water Quality/ Quantity Committee (QQ) comprises municipalities, counties, water and sanitation districts, and conservancy districts in the headwaters region of Colorado located in Grand, Summit, Eagle, Pitkin, Park and Gunnison counties. The Colorado River Water Conservation District is also a QQ member. The Board is made up of elected and appointed officials from member jurisdictions. QQ's purpose is to facilitate and augment the efforts of member jurisdictions to protect and enhance the region's water quality while encouraging its responsible use for the good of Colorado citizens and the environment. QQ's contract team provides members with legislative monitoring, water quality information, litigation and rulemaking support, trans-mountain diversion oversight, and related technical assistance to further intergovernmental cooperation, and increase political clout with state and federal agencies.

Current Member:

1. Will Dujardin
2. Vacancy

Meeting Schedule: Quarterly as determined by members' schedules.

Contact Person: Torrie Jarvis

Phone: 970-596-5039

E-mail: qqwater@nwccog.org

Downtown Crested Butte Lodging Association

Current Member:

1. Chris Haver

Cemetery Committee

Current Member:

1. Jim Schmidt

One Valley Leadership Council (Formerly Community Builders Taskforce)

Current Member:

1. Chris Haver
2. Will Dujardin
3. Dara MacDonald

CDOT Region 3

Current Member:

1. Jim Schmidt

Creative District Commission

Current Member:

1. Will Dujardin
2. Vacancy

Grant Review Committee**Current Members:**

1. Laura Mitchell
2. Paul Merck

Gunnison County Sustainable Tourism & Outdoor Recreation Committee**Current Member:**

1. Paul Merck

Proclamation Committee

1. Jim Schmidt
2. Jackson Petito

Colorado Communities for Climate Action

1. Jim Schmidt – Steering Committee
2. Will Dujardin – Steering Committee
3. Laura Mitchell – Policy Committee

CML Policy Committee

1. Dara MacDonald

BOARDS, COMMITTEES AND TEMPORARY COMMITTEE APPOINTMENTS
Revised February 2019

Rural Transportation Authority Board (RTA)

1. Chris Haver
2. Vacancy

Mountain Express Board

1. Laura Mitchell
2. Will Dujardin

Tourism Association (TA) Advisory Board

1. Laura Mitchell

Crested Butte/Mt. Crested Butte Chamber of Commerce

1. Chris Haver
2. Will Dujardin (alternate)

Coldharbour Institute

1. Jackson Petito
2. (alternate)

Gunnison County Housing Authority Advisory Board

1. Chris Haver
2. Jim Schmidt
3. Michael Yerman (Staff Liaison)

Gunnison Valley Housing Foundation

1. Jackson Petito

Center for the Arts

1. Paul Merck

Gunnison Valley Land Preservation Board

1. Sue Navy
2. Jim Schmidt
3. Paul Merck (alternate)

West Elk Loop Scenic Byway Committee

1. Laura Mitchell

Colorado Association of Ski Towns

1. Jim Schmidt (Typically the Mayor)
2. Dara MacDonald

Region 10

1. Vacancy

Upper Gunnison River Water Conservancy District

1. Will Dujardin

Water Quality/Quantity Committee

1. Will Dujardin
2. Vacancy

Downtown Crested Butte Lodging Association

1. Chris Haver

Cemetery Committee

1. Jim Schmidt

One Valley Leadership Council (Formerly Community Builders Taskforce)

1. Chris Haver
2. Will Dujardin
3. Dara MacDonald

CDOT Region 3

1. Jim Schmidt

Creative District Commission

1. Will Dujardin
2. Vacancy

Grant Review Committee

1. Laura Mitchell
2. Paul Merck

Gunnison County Sustainable Tourism & Outdoor Recreation Committee

1. Paul Merck

Proclamation Committee

1. Jim Schmidt
2. Jackson Petito

Colorado Communities for Climate Action

1. Jim Schmidt – Steering Committee
2. Will Dujardin – Steering Committee
3. Laura Mitchell – Policy Committee

CML Policy Committee

1. Dara MacDonald

March 18, 2019**Work Session**

- 1) Creative District Transition Proposal

New Business

- 1) Ordinance - Wildflower Festival Lease
- 2) Year-end Update from Chamber Director Ashley UpChurch.
- 3) Presentation of BOZAR Project of the Year.
- 4) Ordinance - Amending Subdivision Regulations

April 8, 2019

Council meets as Planning Commission to Review Sketch Plan Application for Slate River Annexation

April 15, 2019**Work Session**

- 1) Coal Creek
- 2) Slate River Working Group

Future Items

- Quarterly Financial Reports
- Heights Open Space Plat Note and Covenants
- DOLA Update

Olive Frank-Wagoner
818 Red Lady Ave.
Crested Butte, CO 81224

January 24, 2019

Crested Butte Town Council
911 Gothic Rd, Crested Butte CO, 81225

Dear Crested Butte Town Council,

Thank you for taking the time to read my letter. My name is Olive Frank-Wagoner I am a 4th grade girl and I love sports like basketball, soccer, and mountain biking. I feel Elk Ave should be a pedestrians only place.

I believe driving is kind of a lazy way to get around. Exercise can keep your body at a healthy weight and lower risk of some diseases like type 2 diabetes. Exercise helps your heart. It also decreases heart disease. With less cars kids will have more space to play and kids won't be on video games all the time.

Another reason we should not have cars is trains and buses are good for getting around too. Buses are good for short distance travel like from CB South to CB to The Mountain. We can build a small train system from Gunnison to CB if we have to but, I doubt it. I want you to imagine dozens of people in a bus, then imagine those people in their own cars. It's extra space we don't need. We can give the space back to wildlife so there will be more wildlife around us.

Lastly, the extra space can also be a great place for benches, flower pots, trees, and plants. There are some good places for trails for hiking. If we add

more nature and trees that seem welcoming more people with come outside more.

In conclusion, I hope you take some of my ideas. Cars are everywhere taking over our world, people who walk are very lucky. Especially here in a small town where we can walk almost everywhere. We can use buses to get around to, and extra space is great for benches, trees, grass, and wildlife.

Sincerely your friend,

A handwritten signature in cursive script, appearing to read "Olive".

Olive Frank-Wagoner

Agenda
BOARD OF ZONING and ARCHITECTURAL REVIEW
Tuesday
February 26, 2019

- 6:00 Call to Order.
- 6:03 Review and approve the minutes from the **January 29, 2019** BOZAR meeting.
- 6:05 Overview for the Design Guideline review process.
- 6:25 Consideration of the application of **Town of Crested Butte in conjunction with Bywater LLC** to construct a duplex and a cold accessory building to be located at 828/830 Gothic Avenue, Block 76, Lot 1 in the R2A zone. (Barney/Wisian)
- Architectural approval is required.
- 7:25 Recommendation to the Town Council to approve an amendment to the subdivision code regarding subdivision exemption. (Nevins)
- A recommendation to the Town Council is requested.
- 7:55 Consideration of the application of **Cynthia Ann Ervin** to demolish a portion of the building, rehabilitate and construct additions to the historic single family residence and construct a new accessory building located at 510 Third Street, Block 34, South half of Lot 15 and all of Lot 16 in the R1C zone. (Cowherd)
- Architectural approval is required.
- Permission to demolish a portion of a historic home is requested.
- A conditional use permit for a non-residential, heated and/or plumbed accessory building in the R1C zone.
- A conditional waiver for a non-conforming aspect with respect to the South side yard setback is required.
-A recommendation to the Town Council for a Revocable License Agreement regarding the front (west) porch roof is requested.
- 9:15 Miscellaneous:
 ○ DRC for March 11 and 18: Davol and Russell (BOZAR – March 26th)
 ○ DRC for April 15 and 22: Magner and _____ (BOZAR – April 30th)
 ○ DRC for May 13 and 20: Magner and _____ (BOZAR – May 28th)
 ○ Insubstantial:
 ○ Clarks Market (500 Belleview Avenue): Lighting and landscaping plan.
 ○ Mushkin (426 Elk Avenue): Changes to roof plan and sign for fence.
- 9:30 Adjourn

The above times are only tentative. The meeting may move more quickly or slowly than scheduled

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

**March 5, 2019
6:00 PM
COUNCIL CHAMBERS**

AGENDA

Call to Order

Roll Call

**Approval of the February 19, 2019 Regular Town Council Meeting Minutes
Approval of the February 25, 2019 Special Town Council Meeting Minutes**

Reports

- Town Manager's Report
- Town Council Reports

CORRESPONDENCE -

OLD BUSINESS -

Discussion and Possible Consideration of Ordinance No. 1, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Amending Chapter 21, Zoning, Article II, Administration, Adding a New Section 21-28, Concept Plan Review, and Renumbering the Remainder of the Article of the Town Code of the Town of Mt. Crested Butte Colorado – Second Reading – Joe Fitzpatrick

Discussion and Possible Consideration of Ordinance No. 2, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado Adopting an Additional Appropriation for the Fiscal Year Ending December 31, 2018 – Second Reading – Karl Trujillo

Discussion and Possible Consideration of the 2019 Mt. Crested Butte Town Council Strategic Plan

NEW BUSINESS –

Discussion and Possible Consideration of Ordinance No. 4, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Amending Chapter 21 Zoning, Article XI Planned Unit Development District, Division 4 Final Plan, Section 21-513 Alterations, of the Code of the Town of Mt. Crested Butte Colorado – First Reading - Joe Fitzpatrick

OTHER BUSINESS –

PUBLIC COMMENT – *Citizens may make comments on items not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments are limited to five minutes.*

ADJOURN

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

**March 5, 2019
6:00 PM
COUNCIL CHAMBERS**

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance. Public comment on these agenda items is encouraged.

GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE
GUNNISON, COLORADO; IN THE 2ND FLOOR COUNCIL CHAMBERS

Approximate meeting time: 2 hours

TUESDAY

FEBRUARY 26, 2019

REGULAR SESSION

5:30 P.M.

- I. Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):**
- II. Citizen Input: (estimated time 3 minutes)**
At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado, Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.
- III. Council Action Items**
- A. Approval of the February 12, 2019 Regular Session meeting minutes.**
 Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes.
 Staff contact: City Clerk Erica Boucher
Action Requested of Council: A motion, second and vote to approve the minutes of the February 12, 2019 Regular Session meeting.
 Estimated time: 2 minutes
- B. Consent Agenda:** *The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non- controversial. The agenda items will not be separately discussed unless a councilor, City staff, or a citizen requests an item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*
- **Authorization to Purchase a Compaction Roller.**
 Background: The 2019 budget includes the purchase of a Compaction Roller and trailer in an amount not to exceed \$63,800.00. A competitive bid for a Compaction Roller meeting the specifications has been identified in the amount of \$57,201.00, leaving \$6,599.00 remaining for a trailer to be sourced.
 Staff contact: Public Works Director David Gardner
 - **Authorization to Purchase Sewer Camera Van.**
 Background: Procurement will be made via Sourcewell (formally NJPA) in their competitive process.
 Staff contact: Public Works Director David Gardner and Water Superintendent Joe Doherty

Action Requested of Council: A motion, second and vote to approve the Consent Agenda as presented with the following items:

- Authorization to purchase Compaction Roller in an amount not to exceed \$57,201.00 with the intention to source a trailer for purchase utilizing the remaining budget amount of \$6,599.00; and
- Approval to purchase the Sewer Camera Van budgeted as a Capital Expense in Fiscal Year 2019 in an amount not to exceed \$159,391.00.

Estimated time: 5 minutes

C. 2018 Municipal Court Report.

Background: Annual Municipal Court Report and discussion on current issues.

Staff contact: Judge James McDonald and Court Clerk Melissa McLeod

Action Requested of Council: No action is requested at this time.

Estimated time: 10 minutes

D. CDOT Update on City Projects.

Background: CDOT representative, Raelene Shelly will update Council on the following various city projects and issues. Topics include: 1) US 50 West Gunnison TAP Planning Grant; 2) Intersection of US 50 and US 135 (Main & Tomichi intersection).

Staff Contact: Public Works Director David Gardner

Action Requested of Council: No action is requested at this time.

Estimated time: 30 minutes

E. Wastewater Treatment Plant Modernization and Energy Efficiency Improvements Project.

Background: As part of the CMAR for the Wastewater Treatment Plant project, a GMP #1 and GMP #2 is anticipated. GMP #1 is for early procurement of long lead time equipment and GMP #2 is for remaining work to complete the Waste Water Treatment Plant upgrades. Tetra Tech will be on hand to present a PowerPoint to update Council on progress and needed approvals moving forward.

Staff contact: Public Works Director David Gardner and WWTP Superintendent Mike Rogers

Action Requested of Council: Authorize the City Manager to allow the Public Works Director to approve contractor purchase orders (GMP #1) for long lead time treatment equipment in the amount not to exceed \$3,506,503.00.

Estimated time: 20 minutes

F. Wastewater Treatment Plant Supplemental Agreement No. 2.

Background: Tetra Tech will provide design and equipment layout for a new Dewatering Building to process bio-solids. Estimated cost of the new building is \$2,129,521.00. Design fees include architectural services, structural engineering costs, and geotechnical services.

Staff contact: Public Works Director David Gardner and WWTP Superintendent Mike Rogers

Action Requested of Council: To authorize the City Manager to execute Supplemental Agreement No. 2 to modify the existing contract with Tetra Tech for Design and Bidding Phase Engineering Services for the Modernization and Energy Efficiency Improvements Project at the WWTP in an amount not to exceed \$113,348.00.

Estimated time: 10 minutes

G. Letter of Appreciation for Ellen Harriman and discussion on filling the City Representative Position on the Gunnison Valley Regional Housing Authority Board.

Background: On February 21, 2019, Ellen Harriman resigned as the City representative on the Gunnison Valley Regional Housing Authority board. City representation is important to maintain on this board to ensure the City's interests are represented.

Staff contact: Mayor Jim Gelwicks

Action Requested of Council: A motion to sign the letter of appreciation for Ellen Harriman for her service on the Gunnison Valley Regional Housing Authority board.

Estimated time: 15 minutes

IV. Reports:

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

City Councilors with City-related meeting reports; discussion items for future Council meetings

V. Meeting Adjournment

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov. Discussion Sessions are recorded; however, minutes are not produced.

For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

DATE: Tuesday, February 19, 2019

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 12:30 • Call to Order
- 12:30 • Contract; US Imaging; Preservation of Recording Records
- 12:40 • Agenda Review
- Minutes Approval:
 1. 1/22/19 Regular Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Contractor Agreement; Christopher Klein Construction, Inc.
 2. BOCC Correspondence; Letter of Support; Colorado Outdoor Recreation & Economy (CORE) Act
 3. Grant Application; Colorado Parks & Wildlife Impact Assistance Grant; \$16,013.04
 4. Contractor Agreement; Eddie Avila; Aircraft Airframe & Power Plant Maintenance Services
 5. Memorandum of Understanding; Gunnison Valley Rural Transportation Authority; Airline Mechanic Services
- Scheduling
- 12:50 • Subdivision Request; Adagio Properties, LLC; Crested Butte South Block 6 Subdivision One
- 1:00 • Public Hearing; Leigh Marie, LLC Request for Waiver
- 2:00 • County Manager's Report
- 2:10 • Deputy County Manager's Report
- 2:30 • Vouchers and Transfers
- Sales Tax & Local Marketing District Reports
- Treasurer's Reports
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

- 3:00 • (See separate agenda)

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and ACTION MAY BE TAKEN ON ANY ITEM. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.

GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

DATE: Tuesday, February 26, 2019

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 1:00 • Airport Terminal Presentation; Mead & Hunt
- 2:00 • Emergencies & Disasters in Gunnison County; Role of the Board of County Commissioners
- 3:00 • Public Works Project Updates
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.