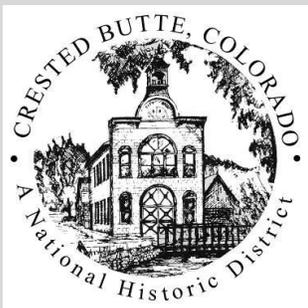


AGENDA
Town of Crested Butte
Special Town Council Meeting
Monday, January 22, 2018
Council Chambers, Crested Butte Town Hall



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

Town Council Values

- *Preserve our high quality of Life*
- *Resource Efficiency/ Environmental Stewardship*
- *Support a sustainable and healthy business climate*
- *Maintain a "real" community*
- *Fiscally Responsible*
- *Historic Core*

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

6:00 WORK SESSION

Review of Red Lady/135 SH Roundabout with JVA and McDowell Engineering.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) January 8, 2018 Special Town Council Meeting Minutes.
- 2) USFS GMUG Forest Plan Comment Letter on Draft Species of Conservation Concern and Air Quality Assessments.
- 3) Professional Services Agreement with Living Design Group Architects for Architectural Services for Duplex Build Located in the Paradise Park Subdivision.
- 4) Special Event Application and Special Event Liquor Permit for the Alley Loop Nordic Marathon and Pub Ski on February 2 and 3, 2018.

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.

7:06 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.

7:15 STAFF UPDATES

7:30 PUBLIC HEARING

1) Ordinance No. 1, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Unit 1, Town Ranch Apartments, 808 9th Street And 906 Butte Ave. Crested Butte, Colorado) to Various Town Employees.

7:35 2) Transfer of the Tavern Liquor License Located at 230 Elk Avenue From Barmuda LTD DBA Talk of the Town to Ladybug LTD DBA Talk of the Town.

7:45 NEW BUSINESS

- 1) Torie Jarvis Presenting on the NWCCOG QQ Committee.
- 7:55** 2) Chris Larsen with the Annual Update on Mountain Express.
- 8:05** 3) Revocable Easement and Parking Agreement Between the Town and Oh Be Joyful Church Located at 625 Maroon Avenue.
- 8:15** 4) Slate River Annexation Concept Review.
- 9:00** 5) Letter to Gunnison County Planning Commission for the Sketch Plan Public Hearing for the Corner at Brush Creek Application.

9:20 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 the ADU case.

9:35 LEGAL MATTERS

9:40 COUNCIL REPORTS AND COMMITTEE UPDATES

9:50 OTHER BUSINESS TO COME BEFORE THE COUNCIL

2

10:00 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, February 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Tuesday, February 20, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council

10:05 ADJOURNMENT



To: Mayor Michel and Town Council

From: Michael Yerman, Community Development Director
Rodney Due, Public Works Director

Thru: Dara MacDonald, Town Manager

Subject: SH 135/Red Lady Avenue Roundabout- Work Session

Date: January 22, 2018

Background:

On February 1, 2016 the Town Council was presented with two design upgrades to the Red Lady/SH 135 intersection. Both designs are attached to this staff report. Prior to this meeting, the Town staff in conjunction with JVA Engineers, McDowell Engineering, and CDOT staff engaged in a 6 month peer review of possible upgrade solutions for the failing intersection. Since this intersection is located in the CDOT right-of-way, CDOT must sign off on the design. Both designs also included a new entrance into the Community School parking lot. At that meeting, the Town Council instructed the Town staff to pursue funding from the Colorado Department of Transportation (“CDOT”) for the creation of a roundabout at this intersection as the preferred design.

The cost of improving this intersection will have significant ramifications on the Town’s Street and Alley fund and property tax mill. This project is also considered an on-system improvement for CDOT which requires their design approval and would potentially allow funding for the implementation of the project from the State. Since this meeting, the Town has been advocating for funding from CDOT and to be included in the 2022-2024 Statewide Transportation Improvement Program (“STIP”). The Town has requested \$1.6 million from CDOT while providing a \$900,000 match through the Town’s Street and Alley fund.

In the 2018 budget, the design of the school entrance as well as the design of the roundabout is scheduled to begin this spring. The construction of only the school entrance is slated for the summer of 2019. However, this new access will need to be designed with the eventual Red Lady roundabout/intersection design planned for the future. Utility work and future grades at the intersection will need to be taken into account with the new school entrance to ensure this will not need to be redone with the eventual construction of the roundabout.

To receive funding for this project from CDOT, the Gunnison Valley Transportation Planning Region (“TPR”) will need to prioritize this project in the Statewide Transportation Improvement Program (“STIP”). The next time possible funding may come available is in the 4 year STIP budget planning cycle starting in 2021-2024. Indications from CDOT are the funding in this budget cycle will be competitive. There is no guarantee at this time this project will receive funding. However, having a shovel ready project approved by CDOT will improve the Town’s chances if funding becomes available.

Direction needed at this time:

Staff needs direction from the Town Council to move forward with the design of the school entrance and roundabout in 2018. The staff hopes the construction of the entrance to the school in 2019 improves intersection movements and might possibly delay the need for the roundabout improvement.

If the Council is inclined to deprioritize the roundabout project and only design the school entrance there is a significant risk this project will not make it on the STIP for CDOT funding. This could delay any CDOT funding past 2024. It could also result in the need to redo the school entrance if planning for the roundabout is not included in the design process.

The Staff recommends proceeding with design of the school entrance this year and planning for the roundabout. If the Council feels a larger community discussion revolving around transportation is warranted, the staff will reevaluate its plans for the parking management planning this summer and design a comprehensive planning approach to look at all of the Town's Transportation planning projects. Ultimately, increased visitation and continued development outside of the Town will continue to push the Town to needing to upgrade the intersection. If a comprehensive planning approach is developed and a transportation plan that changes user behavior is successful, then this project could be delayed into the future.

However, the Town staff does not recommend delaying the design of roundabout because it will deprioritize our standing for the opportunity for future funding from CDOT.

MINUTES
Town of Crested Butte
Special Town Council Meeting
Monday, January 8, 2018
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:07PM.

Council Members Present: Will Dujardin, Kent Cowherd, Chris Haver, Jackson Petito, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney Barbara Green, Public Works Director Rodney Due, and Community Development Director Michael Yerman

Finance Director Rob Zillioux, Town Clerk Lynelle Stanford, Chief Marshal Mike Reily, and Parks and Recreation Director Janna Hansen (for part of the meeting)

Scott Miller, counsel to the Town on water issues, was present for Executive Session.

ADMINISTRATION OF THE OATH OF OFFICE TO MAYOR JIM SCHMIDT

Stanford administered the oath of office to Schmidt. Schmidt addressed the Council and provided encouragement to Council members.

APPROVAL OF AGENDA

Stanford stated that item #1 from New Business needed to be removed from the agenda.

Merck moved and Dujardin seconded a motion to approve the agenda with the change of moving item #1. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) December 18, 2017 Regular Town Council Meeting Minutes.**
- 2) Resolution No. 1, Series 2018 - A Resolution of the Crested Butte Town Council Designating the Town of Crested Butte's Three Official Public Places for Posting Town Council Meetings and Other Important Items.**
- 3) Approval of a 40' Revocable License on the Eastern Portion of Lot 7 of the McCormick Ranch for Nordic Skiing.**
- 4) Certification of Town's Official Zoning Map.**
- 5) Certification of the Town's Official Watershed Map.**

Schmidt informed the Council there was a change to the exhibit related to item #3, and it was a revocable license, rather than a revocable easement.

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

PUBLIC COMMENT

Sue Navy - 324 Gothic

- She was an election judge, and she thanked Stanford and Betty Warren.

Leslie Perrot - 1 7th St, Unit A

- She asked the Council to consider the renewal of her short-term rental license.
- She personally appealed the decision of the Town not to renew.
- She listed and explained the reasons she felt she should be able to renew her vacation rental license.
- She acknowledged she was late in re-applying to short-term rent her property.
- Schmidt asked MacDonald for a memo on the appeal process for short-term rental licenses.

Kimbre Woods - 229 Elk Avenue

- She was advocating for Perrot, and she reviewed the organizations for which Perrot had supported.

Penni Ervin

- She asked the Council to reconsider for Perrot, so she could do what she was doing previously.

Dave McGuire - 70 Alpine Court

- Stated that he was Perrot's property manager.
- He agreed with those who had spoken on Perrot's behalf.

Robert McCarter - 1251 Skyland Drive

- Brush Creek was a done deal at the County level.
- His concern was compatibility.
- He guaranteed a red light at the intersection, and it would speed up the roundabout near the school.
- It would create problems.
- He asked the Council to protect the north end of the valley.

STAFF UPDATES

Lynelle Stanford

- Received a special event application for the Fat Bike World Championships. The event would be at Town Ranch on January 27th. The application would be approved administratively.
- Staff would be meeting with the organizers of the Alley Loop. The application for the event would be on the next agenda.
- The public hearing for the transfer of the Talk of the Town liquor license would take place at the next meeting.
- Work would resume on the master records project.

Mike Reily

- Mentioned the threat that occurred at the school. They were meeting with people from the school to ensure better information was communicated. He praised fellow law enforcement officers, including those from other agencies. Reily explained details on the communication that occurred, responding to Schmidt's question, and he responded to Merck's questions on communication.
- There would be a Women's March on the 21st.

Rodney Due

- Plowing clean up would take place tonight.
- They would either pull banks later in the week, or they might be plowing again.
- Meeting with the DOLA regional director tomorrow.
- Been working with CDPHE to get pre-loan qualification for construction of the wastewater treatment project.

Janna Hansen

- Big Mine warming house expansion was going in front of BOZAR in January.
- The next step in the playground renovation project would be going out to bid.
- Listed programs starting this week.
- She credited Pete Curvin's work at the rink for having the ice up and running.

Michael Yerman

- Reviewed details from Eric Treadwell's staff report with an update on the vacation rental licensing program.
- He had been conducting interviews for duplex builds.
- BOZAR was awarding the project of the year on January 18th. There was a group photo and school build tour on Thursday the 11th.
- The Cypress annexation would be back on the January 22nd meeting.

Rob Zillioux

- He told the Council he was glad to be here
- He mentioned he had worked with Rozman the past few weeks.
- He credited Rozman for keeping the Town fiscally sound.

Dara MacDonald

- Closed on acquisition of Heights Open Space. They would look at changing restrictive language on the plat.
- Had a conversation with the Sheriff concerning the County renting the Old Rock Jail to use for the Sheriff's office.
- Sent out email communicating GCEA's thanks for the Council's leadership in entering into the green power program.
- Under Other Business, she asked the Council to discuss the scheduling of the retreat, Council meeting start times, and how to time Executive Sessions in the meeting agendas.

NEW BUSINESS

1) Approval of a Parking agreement Between the Town of Crested Butte and Oh Be Joyful Church for the use of Private Property for Public Parking in Block 54 Lots 1-3 for the Consideration of Waiver of Payment in Lieu Parking Fees.

Removed from the agenda.

2) Ordinance No. 1, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Unit 1, Town Ranch Apartments, 808 9th Street And 906 Butte Ave. Crested Butte, Colorado) to Various Town Employees.

Schmidt read the title of the ordinance. MacDonald explained there was a lottery for any Town unit, and there was shuffling between units that had occurred. She reminded the Council that long-term leases had to be approved by ordinance.

Mitchell moved and Petito seconded a motion to set Ordinance No. 1, Series 2018 to public hearing on January 22nd. A roll call vote was taken with all voting, "Yes."
Motion passed unanimously.

3) Council Member Appointments to Boards and Committees.

Schmidt referred to the list that was in the packet. Mitchell recognized that traditionally the Mayor attended RTA. Schmidt identified his conflict of interest. Mitchell said that Haver volunteered for the Chamber Board. Petito volunteered to serve on Coldharbour Institute. Schmidt brought up appointing representatives to Brush Creek. Cowherd and Haver had been attending the meetings. The Council agreed to appoint them to represent the Town concerning Brush Creek.

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

LEGAL MATTERS

MacDonald told the Council there was mediation on the ADU case, and the Council would be updated during a future Executive Session.

COUNCIL REPORTS AND COMMITTEE UPDATES

Paul Merck

- He would have meetings coming up this week.

Laura Mitchell

- There were three new busses.
- Mountain Express wanted to start storing busses in Mt. Crested Butte.

Jackson Petito

- He would attend the Housing Foundation meeting on the 17th.

Chris Haver

- Attended the last commissioners' meeting on Brush Creek. He brought up changes, including details, they had made from previous plans. Some changes were: increased set back along Brush Creek Road, decreased density along Brush Creek Road, reduced bedroom count, and decreased building count. Then, he reviewed the changes as they related to the letter that the Town intended to send.
- Schmidt questioned if there had been discussion on the concern of traffic sliding from Brush Creek Road into the highway.
- Haver reminded it was a County process, and Town was a review agency. He announced a meeting, in which the public could see visuals, on February 16th at the Lodge at Mountaineer Square.
- MacDonald said Staff would work with Haver and Cowherd to compile comments to provide for the public comment period.

Kent Cowherd

- Attended Creative District meeting. The Creative District had rolling grants proposed on their website, and they had tourism grant information coming forward.

Chris Haver

- The Chamber was running on plus 90 days (fund) reserve.
- Fat Bike Worlds might need help with moving the event.
- Crafted would be held in the Elevation Hotel.

Jim Schmidt

- Met with CBMR for an update. They were continuing emphasis on mountain biking as a summer activity.
- He would attend a housing meeting tomorrow and CAST next week.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt mentioned the scheduling of both a retreat and a joint meeting with Mt. Crested Butte. MacDonald suggested either February 6th or 7th for the retreat. The Council planned the retreat for February 6th. Next, the Council discussed dates for the joint meeting with Mt. Crested Butte. They decided to propose February 13th around 4PM, 5PM, or 6PM.

MacDonald brought up Council meeting start times and the potential to start earlier. Haver was happy starting at 6PM, but he normally worked until then. Green recommended holding Executive Sessions at the beginning of meetings. MacDonald said the handbook actually stated that Executive Sessions would be after New Business. Green thought they would be more effective if they were held before the matter in which they needed legal advice. She pointed out that Council could ask for an Executive Session at any time. They also discussed the idea of Council relocating from the Chambers for Executive Session. MacDonald said they could do the Executive Session after the public hearings and new business were done. Green elaborated that unless they needed legal advice before the agenda item. Schmidt said they would try it, including the Council leaving the room.

Dujardin mentioned the upcoming Colorado Symposium. Schmidt and Cowherd said they would be attending.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, January 22, 2018 - 6:00PM Work Session - 7:00PM Special Council
- Monday, February 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Tuesday, February 20, 2018 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt reviewed upcoming work sessions.

EXECUTIVE SESSION

Schmidt read the reason for the Executive Session: for a conference with the Town Attorney and water attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) on water cases with Scott Miller and regarding 2016CV30080, Sopris 715, LLC v. Town of Crested Butte.

Merck moved and Petito seconded a motion to go into Executive Session. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

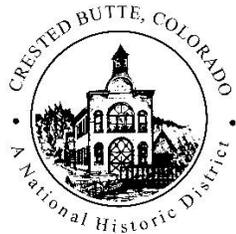
The Council went into Executive Session at 8:38PM. The Council returned to open meeting at 9:42PM. Mayor Schmidt made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 9:44PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

January 22, 2018

To: Mayor Schmidt and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Letter to the GMUG Forest Planning Team, Re: Draft Species of Conservation Concern and Air Quality Assessments**

Background:

The Town of Crested Butte has been actively engaged in the Grand Mesa, Uncompahgre, and Gunnison's (GMUG) Forest Planning Revision Effort.

Forest Planning has three phases: assessment, planning, and monitoring. The GMUG Forest Plan is currently in the first of three phases: assessment. This phase is intended to allow Forest Service staff to evaluate the current conditions of the Forest and to develop a "Need to Change" document. This "Need to Change" document guides the revision during the second phase: planning.

The Town has engaged so far with the following actions:

- October 16, 2017 – Town Council authorized the Mayor to sign a pre-assessment letter to the Forest Service outlining four major issue areas the Town hopes the Forest Service will address in the upcoming revision (recreation infrastructure, protection of local watersheds, historic preservation, and climate change)
- December 4, 2017 – Town Council authorized the Mayor to sign a letter with comments on the draft assessments released by the Forest Service on November 6, 2017
- December 4, 2017 – Town Council authorized the Mayor to sign a Memorandum of Understanding to establish the Town of Crested Butte as a cooperating agency. This letter will be finalized when the Forest Service begins its NEPA process.

Since the Town of Crested Butte's last letter, the GMUG has released additional assessments on species of conservation concern and air quality, as well as its Wilderness Inventory. Attached to this staff report is an additional letter from the Town commenting on these assessments. Staff has reviewed these additional assessments and provided comments related to the four issue areas addressed in the Town's lettered October 16, 2017.

Staff Recommendation:

Town Staff recommends that the Council make a motion to authorize the Mayor to sign the comment letter on the GMUG's draft assessment.

January 22, 2018

Grand Mesa, Uncompahgre, and Gunnison National Forests
Attn: Plan Revision Team
2250 South Main Street
Delta, CO 81416

Submitted via email to: gmugforestplan@fs.fed.us

Dear Scott Armentrout and the GMUG Forest Planning Team,

Thank you for the comprehensive and carefully detailed wildlife and air quality draft assessments.

We have reviewed the assessments and have the following specific comments on the assessments. These comments should be read as addendum to our December 4, 2017 letter. We have also reviewed the Draft Wilderness Inventory.

We continue to appreciate your ongoing effort to encourage public participation and look forward to continuing to participate in the Forest Plan Revision.

Sincerely,

James A. Schmidt
Mayor

At-Risk Species

Page 1 of the assessment identifies mule deer and elk hunting as large-economic drivers. Scenery-viewing and passive wildlife watching also draw significant numbers of visitors to the Town of Crested Butte and are also major economic drivers. Each summer, the Crested Butte Wildflower Festival brings hundreds of visitors to our Town to look at wildflowers, and other flora and fauna. Non-consumptive wildlife and plant use should also be considered as economic drivers.

Oil and gas can be a risk factor for some flora and fauna populations¹, but is not identified as a risk-factor in the assessment (pg. 34).

The Town of Crested Butte is concerned that there are such a large number of at-risk species identified on the GMUG, with many of their corresponding ecosystems predicted to decline by more than 30% with climate change. The Town of Crested Butte is dependent upon intact, high-functioning ecosystems for our tourism-driven economy and our high-quality of life. We would encourage the Forest Service to mitigate impacts on at-risk species from known risk factors and to pursue landscape-level conservation strategies to protect entire ecosystems and classes of species that are predicted to be affected by climate change.

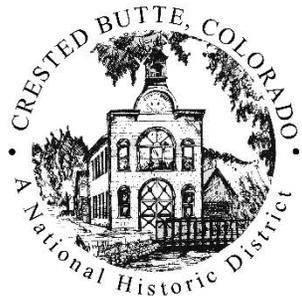
Air Quality

Clean air is critical to the health and wellbeing of Town of Crested Butte citizens, and one of our highest values as a Town. We are concerned that particulate matter (PMC) is predicted to increase in Gunnison County from 2011-2025 (page 4). Page 26 identifies increased oil and gas production as the cause of increased particulate matter in Gunnison County. The Town of Crested Butte is unlikely to benefit economically from the increased oil and gas production and is highly concerned with the effects of climate change on our local economy. Given our concerns with oil and gas production, the Town does think that the increase in particulate matter is acceptable and would encourage the Forest Service to prioritize clean air in their decision making.

Wilderness Inventory

The Wilderness Inventory appears to be complete in the Crested Butte area and Carbon Creek, Coal Creek, Slate River, Washington Gulch, East River, Brush Creek, and Cement Creek drainages.

¹ Johnson, Heather E., et al. 2016. "Increases in residential and energy development are associated with reductions in recruitment for a large ungulates." *Global Change Biology*. Available online: <http://onlinelibrary.wiley.com/doi/10.1111/gcb.13385/full>



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: Professional Services Agreement with Living Design Group Architects

Date: January 22, 2018

Background:

The Town of Crested Butte and Gunnison Valley Regional Housing Authority (GVRHA) are currently working together to develop four (4) duplex buildings having eight (8) affordable “for sale” units. The duplex lots are located in Blocks 77 and 79 of the Paradise Park Subdivision within the Town of Crested Butte; each of the lots is zoned for duplexes/2-units and contain between 6,000 and 7,200 square feet of lot area. The preliminary development program includes: (6) 2-bedroom/2-bath townhouses; (1) 3-bedroom/2-bath townhouse; and (1) 1-bedroom/1-bath unit above a 1-car garage. The units range in size from about 560 square feet for the 1-bedroom, 900-1,000 square feet for the 2-bedrooms, and approximately 1,300 square feet for the 3-bedroom units.

The Town and GVRHA released a request for qualifications for architectural services on November 17, 2017 for the builds and design services. There were five respondents to the design services request. After reviewing the proposals and conducting interviews, Living Designs Group Architects was selected by the interview panel. Their total fee was \$37,783 for the design of the four duplex buildings.

The Town has budgeted \$50,000 towards architectural and surveying services. The Town plans to contribute \$25,000 towards the architectural services and an additional \$25,000 to create the subdivision plats and party wall agreements. Legal fees are also anticipated for the drafting of the party wall agreements.

The Town requested \$12,783 from the Gunnison Valley Housing Foundation to assist in covering the remaining costs for the architectural services.

The Town and GVRHA have also selected High Mountain Concepts, LLC to build the four duplexes. Since the GVRHA will have the construction loan a separate agreement will be drafted and executed between the GVRHA Board and builder. The Town will also be executing an agreement with the GVRHA setting the expectations for responsibilities for the entire project. This agreement will be brought before the Council on February 22, 2017.

Recommendation:

A Council member make a motion followed by a second to approve the Professional Services Agreement with Living Design Group Architects.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of _____ 20__ between the TOWN OF CRESTED BUTTE, a Colorado municipal corporation ("Town"), and Living Designs Group Architects ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of Architectural Design and Project Management as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

2. Consideration. The Town agrees to compensate the Contractor for all fees and expenses, in accordance with the Fee Schedule detailed in Exhibit A, hereby incorporated by reference. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term and Renewal. This Agreement shall be effective as of the date of its execution by both parties and shall extend until the Agreement is terminated pursuant to Section 10 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the Town Council, at its sole discretion.

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

6. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, are instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, or opinion produced pursuant to this Agreement. The Contractor does not guaranty that the documents and products are without error; however, the Contractor will re-perform any services not meeting this standard without additional compensation.

8. Indemnity, Insurance and Governmental Immunity Act. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-10-101, et seq. as amended.

Contractor shall provide proof of general liability insurance to the Town upon execution of this Agreement. A copy of the Contractor's current available insurance coverage and limits is attached as Exhibit B.

9. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify

prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the District written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the District in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This paragraph shall be null and void if E-Verify is discontinued.

D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

G. If Contractor violates this paragraph, the District may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District arising out of said violation.

10. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum fifteen (15) calendar days’ written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

11. Agreement Administration and Notice. For purposes of administering this Agreement, the Mayor will represent the Town in carrying out the purposes and intent of this

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

To the Town: Dara MacDonald, Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave.
Crested Butte, CO 81224

Copy to: Barbara Green, Town Attorney
Sullivan Green Seavy
3223 Arapahoe Ave, Ste. 300
Denver, CO 80303

To the Contractor: Living Designs Group Architects
122 Dona Luz Street,
Taos, NM 87571

12. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

13. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

15. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

16. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

R.F.P. PROJECT MANAGEMENT / ARCHITECTURAL SERVICES

MANAGEMENT & DESIGN OF THE PARADISE PARK DUPLEX BUILDS

**GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
& THE TOWN OF CRESTED BUTTE**



LIVING DESIGNS GROUP ARCHITECTS

122 Doña Luz Street, Taos, NM 87571
t: 575.751.9481 | e-mail: arch@ldgtaos.com

TABLE OF CONTENTS

1 SUBMITTAL LETTER

2-7 QUALIFICATIONS

LDG Firm
LDG Firm Experience
LDG Personnel
Proximity & Availability

8-15 EXAMPLES OF PAST WORK

Taos Haus
Suenos Del Canon
Valverde Commons

16-17 PROJECT SCHEDULE

Phases
Gantt Chart

18-19 PROJECT PROPOSAL

LDG Proposal

“One of LDG’s strengths is that they do not stop at the easy solution but look for what will be in the best interests of a client both in the short and long terms.”

**Paul Eskeldson, Construction Manager,
Taos Municipal Schools**

“We have worked for many years with LDG Architects both as owner contracting for architectural services, and as contractor and subcontractor working off their plans.

As Owner and as Contractor on design-build projects where Phoenix engaged their services directly, projects have included both residential and commercial. Commercial projects have included El Centro Clinic on Gusdorf Road in Taos, Valverde Commons Common House and Barn, Ancianos building remodel, Taos Middle School re-roof and HVAC, Suenos de Canon Condominiums, Casa Encantada Condominiums. Plans are logical, complete and unambiguous. The business is well staffed and response to questions and concerns is immediate.

So from both perspectives, as employer and employee, LDG has my highest and most unreserved recommendation.”

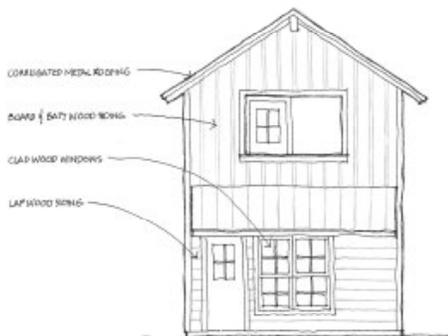
**Bob Draper, Owner, Phoenix Mechanical LLC,
Draper Properties LLC**

“We have had the pleasure of working with LDG on many projects in the last 8 years and we have found them to be the easiest architect we know to work with. They are able to quickly respond to our needs on the projects we do together and we know that every project will leave the owner with something they will be proud of.”

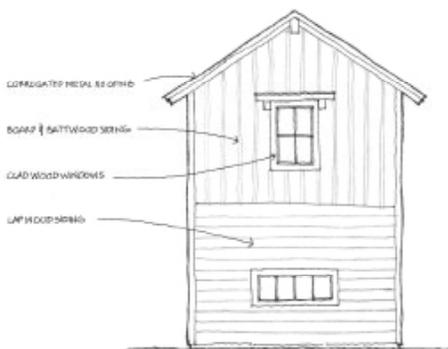
Rob Winn, Project Manager, Blue Sky Builders Inc.

“M&E Engineering has worked with LDG for many years on various professional buildings, schools, and health care projects. I have found them to be professional, accurate and detail oriented in all their design work. On the many projects that we have worked together on, I have found them to complete their design on a timely basis using sustainable design practices.”

Karl Tipton, President, M&E Engineering Inc.



Material study of Taos Haus in Elevation



Material study of Taos Haus in Elevation

December 18, 2017

Gunnison Valley Regional Housing Authority
c/o Jennifer Kermode, Executive Director
202 E. Georgia Avenue
Gunnison, CO 81230

RE: RFP for Project Management /
Architectural Services for the
Paradise Park Duplex Builds

Dear Selection Committee,



It is with great pleasure that we submit our proposal for the Management and Design of the Paradise Park Duplex Builds. We honor the commitment the Gunnison Valley Regional Housing Authority and the Town of Crested Butte has made to provide an affordable opportunity for residents of the valley to work and live here.

With a new office in Crested Butte as of October 2016 LDG architects has had the opportunity to build on our experience and develop local relationships. LDG Architects employed two summer interns from the Crested Butte Community School in the summer of 2017. CBCS offers courses to High School Students that prepare them for work in architecture and engineering. We have long supported youth development in Architecture. Our Crested Butte office has allowed us to engage two local high school interns. We continue to develop local work with them that expands their experience and development as young professionals. LDG currently has work in Salida, Crested Butte, and Gunnison County. We currently have a private residential project in BOZAR review, and other projects in the state have built our understanding of permitting, zoning approvals, and local building codes.

My son, Jon Clay, happens to be one of those student interns. Jon Clay and his classmate, Ian Eldridge recently participated in a course taught at Crested Butte Community School, whereby the students designed an affordable residential duplex, presented it to BOZAR, and constructed the project. This would be an excellent opportunity for Ian and Jon Clay to continue their design and construction education as interns for the LDG team. They will contribute to the design, modeling, approval process of the Paradise Park Duplex Builds. They will gain valuable construction experience on the design professional end of the spectrum if awarded this opportunity.

Lastly, with more than 20 years of professional architectural experience in the mountain west, LDG has the knowledge and experience to create responsible design in small mountain resort communities. We understand how to listen, design, and budget so that an affordable housing project can be realized and built. With a long history of experience and dedication to projects, Living Designs Group Architects presents to you its skills and expertise.

My name is Douglas Patterson, Architect and Owner of LDG Architects. I have the power to authorize and contractually obligate LDG Architects. I will be the point of contact for any questions regarding this proposal. I will also be the project lead should LDG be awarded the opportunity serve Gunnison Valley Regional Housing Authority. As part of this submission, LDG commits to comply with all requirements of the 2010 Americans with Disabilities Act, the 2015 International Residential Code, and the 2015 International Energy Code. We currently have two architects in the office licensed in the state of Colorado (see attached supporting documents).

Thank you for taking the time to review our project team qualifications and getting to know our approach and values. We are honored to be considered for this project.

Douglas J. Patterson, AIA

12/20/2017

Date

LIVING DESIGNS GROUP - FIRM

LDG Architects has the talent and expertise to meet the architectural needs specific to the Gunnison Valley Regional Housing Authority in Crested Butte, Colorado. We have extensive experience in planning, designing, cost estimating, and building residential projects throughout the Mountain West. Our team is capable of assessing existing conditions, incorporating existing concepts, and developing a solution to deliver an efficient product within budget and on time. We understand that design and construction can be a complicated process, but our decades of experience allows us to efficiently work through problems with optimism and knowledge. Affordable housing in Crested Butte is a pressing issue and we would apply our resources along with our interns development and education .

PROJECT CON-

1. Stakeholders - GVRHA
Developer & BOZAR
2. Definition of Scope
3. Site
4. Costs
5. Building Code

LDG'S PROJECT PHASES

1. Needs Assessment
2. Planning/Design
3. Site Development
4. Cost Estimating
5. Schedule/Phasing
6. Construction Administration

LDG'S EFFECTIVE PROJECT MANAGEMENT STRATEGIES

1. Define Project Objectives.
2. Analyze and Assess User Needs.
3. Response based on our experience in affordable housing.
4. Test our design through review with stakeholders.
5. Refine our conclusions in the form Drawings, Budgets & Schedules.

EXPERIENCE- We understand that development of program requires that we listen first. We enjoy the challenge of understanding the unique requirements of a project as defined by the stakeholders, then applying our professional skill to realize the vision and the function.

CREATIVE SOLUTION- We work hard to find the essence of any project with an eye toward bringing the client a successful product on time and on budget.

COMMUNICATE & COLLABORATE - We will make ourselves available for all our client needs, concerns, or questions. LDG operates a full disclosure work agenda in which the stakeholders are included in the entire planning process.

AVAILABILITY- Our office location in Crested Butte, manned by Principle, Doug Patterson, CBCS Interns, Ian and Jon Clay, will dedicate their time and resources solely to this project. All of our team members are ready to respond via phone or email and ensure a quick response to any on-site issues that may arise.

CURRENT WORK LOAD- We currently have 10 people working for LDG which allows us to sustain a considerable workload. The principle of LDG will dedicate his time to seeing this project through to completion, with the support of the Crested Butte and Taos offices, who will be available to produce drawings, answer questions, and make decisions.

TEAM WORK - Our team members will approach the project with a hands-on attitude and learn every aspect of the job through stakeholder input. Our studio environment provides daily interface among all staff and allows us to evenly distribute the workload to meet client needs and deadlines.

PRECISE BUDGET & SCHEDULE CONFORMANCE- Every design decision coupled with knowledge of construction ensures projects reach milestones on time. LDG has the unique ability to work hand in hand with the developer/contractor with the shared goal of achieving the best possible product.

FIRM EXPERIENCE - HOUSING

- 2013 • TAOS HAUS - 24 Units - LEED Certified Housing Project
- 2013 • +6 ADAPTIVE REUSE -6 Units - LEED Certified Housing Project
- 2007 • SUENOS DEL CANON - 20 Units - Passive Solar Housing Project
- 2008 • SUENOS DE LA LOMA - 6 Units - Historic Housing Project
- 2009 • CASA ENCANTADA - 12 Units - Adaptive Reuse Housing Project
- 2009 • VALVERDE COMMONS - 28 Units - Senior Co-Housing Subdivision

FIRM EXPERIENCE - RESORT MOUNTAIN COMMUNITIES / ZONING REVIEW

- 2001/2018 • TOWN OF TAOS - Planning & Zoning - 38 Projects
- 2001/2018 • TOWN OF TAOS - Historic Review Board - 26 Approved Projects
- 2006/2015 • VILLAGE OF ANGEL FIRE - Architectural Review Board - 7 Approved Projects
- 2003/2017 • TAOS COUNTY - Planning & Zoning - 17 Approved Projects
- 2005/2009 • SANTA FE - Historic District Review Board - 2 Approved Projects
- 2008/2017 • TOWN OF RED RIVER - Planning & Zoning - 7 Approved Projects
- 2004/2017 • VILLAGE OF TAOS SKI VALLEY - Building Dept. - 7 Approved Projects
- 2017 • TOWN OF CRESTED BUTTE - BOZAR - 1 Project Pending

DOUGLAS PATTERSON

- 2012/2014 • TOWN OF TAOS - Planning & Zoning Chairman
- 2009/2017 • TOWN OF TAOS - Planning & Zoning Commissioner

LIVING DESIGNS GROUP PERSONNEL - CRESTED BUTTE TEAM



DOUGLAS PATTERSON, AIA, Principal / Architect

Douglas has established LDG Architects as a regional provider of community enrichment through quality design. His talents in design, collaboration and management have accomplished multitudes of public projects in the Southwest. His skills as a public presenter and negotiator have guided some of the most visionary land use approvals and developments in the region. Under his direction LDG has fortified its commitment to quality sustainable design and has grown into a multifaceted firm. LDG carries a reputation as a design leader and the firm has continually led in the adoption and application of design technology. LDG was an early adopter of BIM technology and continues to push its limits in the industry for application across disciplines for design, planning, programming, cost estimating, and construction.

PROFESSIONAL QUALIFICATIONS

Registered Architect, State of NM No. 004426
 Registered Architect, State of Colorado No. 404289
 American Institute of Architects Member
 National Council of Architects Registration Board
 USGBC, LEED Accredited Professional

EDUCATION

- Masters of Science in Advanced Architectural Design
Columbia University, 2002
- Masters of Architecture
University of New Mexico, 2000
- BS in Design
University of Cincinnati, 1994

CIVIC RESPONSIBILITIES

Town of Taos Planning & Zoning Chairman/Commissioner, 2009-Present
 Town of Taos Land Use Development Code Revisions Committee



JON CLAY PATTERSON, Intern



Jon Clay is the North American Champion of the Junior Free Ride, and will compete internationally next year in Austria. When he is not skiing, he is a student at Crested Butte Community School. Last year CBCS offered a class in Revit, a 3-D drafting program, whereby the students designed and then built a residence in the town of Crested Butte. That class inspired Jon Clay to pursue design and construction while in school. His drive as an athlete directly translates to his drive as a student and his work ethic.

EDUCATION

- Crested Butte Community School, Junior

IAN ELDRIDGE, Intern



Ian, a Crested Butte native, also took the drafting and construction course offered last year at CBCS. At such a young age it was an exciting event to participate in; building a structure that impacts the community he grew up in. The project required the students interact with BOZAR, and It has inspired him to pursue working with LDG while in school, and continue honing his drafting and construction skills.

EDUCATION

- Crested Butte Community School, Senior

LIVING DESIGNS GROUP PERSONNEL - TAOS SATELLITE TEAM



WILLIAM MACKEY, Architect

“Bill” has been a registered architect since 1984. He has worked for recognized firms in Houston, Dallas, and Boston. After having lived in some of the largest cities in North America, Bill decided it was time to move to a remote ski village in Northern New Mexico, known as Red River.

Professionally, Bill has been involved with several award winning residential projects. He has honed his skills in designing homes that are efficient and economical, while also beautiful and pleasant to live in. Bill is currently working on a private residence in Crested Butte, and is in the review phase of the project with the Town’s Board of Zoning and Architectural Review (BOZAR).

PROFESSIONAL QUALIFICATIONS

Registered Architect, State of NM No. 004549
 Registered Architect, State of Colorado No. 00403046
 National Council of Architects Registration Board

EDUCATION

- Masters of Architecture
Rice University, 1981
- Bachelors in Environmental Design
Texas A&M University, 1978



Cumulatively, LDG Architects has years of proven experience in needs assessment, building and site planning, cost estimating, scheduling, and construction. We are able to deliver a comprehensive and effective design solution, and we take pride in our ability to delight clients with exceptional design.



JASON BOYD, Architect

With a Masters Degree in Architecture coupled with 10 years of prior construction experience Jason comes to LDG with the freshness of a student and the experience and communication skills of a veteran. Recently Jason delivered a major renovation at Taos Ski Vally through design, bidding, and a vigorous 73 day summer construction window. Jason is a skilled listener and fulfilled the projects demands from start to finish.

Jason moved to New Mexico, via Colorado, in 1994 and has called it home ever since. He is an avid winter athlete and can be found on the mountains when he is not in the office.

PROFESSIONAL QUALIFICATIONS

Registered Architect, State of NM No. 005634
 National Council of Architects Registration Board

EDUCATION

- Masters of Architecture
University of New Mexico, 2013
- Bachelors of Fine Arts and Anthropology
University of Colorado at Boulder, 1993

LIVING DESIGNS GROUP PERSONNEL - TAOS SATELLITE TEAM



ISRAEL PADILLA, Project Manager

Israel has been with Living Designs Group since its inception. He knows the office operations inside-out, and fulfills a spectrum of responsibilities ranging from design to construction management.

Originally from Taos, Israel is actively engaged with the ongoings of this small mountain community. He is sensitive to the intricacies and politics unique to building in this type of environment, and can resolve issues that inevitably arise with grace and assertion.

Israel has an extensive background in architectural and civil design, including training in Building Information Modeling. No project is too large for Israel; over the years he has managed multi-million dollar projects, delivering them within budget and on time.

PROFESSIONAL QUALIFICATIONS

Assoc. AIA

EDUCATION

Associate of Applied Science in Computer-Aided Design and Drafting
Northern New Mexico College, 2000



BENJAMIN CURRY, Intern Architect

Ben has worked on a wide variety of projects through all phases design and construction. Since graduating from the University of Cincinnati's architecture program in 2007, he has worked as an architectural intern, carpenter, and site planner. This variety of experience allows him to clearly communicate design intent with clients and contractors. Recently, Ben completed a triplex residential project, for a local developer, and was available throughout the process to help guide the project and resolve any issues that arose during construction. He also happens to have a great sense of humor, which is not to be underestimated on a job-site.

EDUCATION

- Bachelors of Architecture
University of Cincinnati, 2007



MOLLY BELL, Intern Architect

Molly first interned at LDG 10 years ago. She is thrilled to have come back to her home town of Taos, and to be working in the office where here career began. At the office she is responsible for client interface, design, drafting, bidding, and construction management.

EDUCATION

- Bachelors of Art & Architecture
University of New Mexico, SA+P, 2010
- Masters of Architecture
University of Southern California, 2013

PROXIMITY AND AVAILABILITY



**CRESTED BUTTE
OFFICE:**
302 Elk Ave. #2949
Crested Butte, CO 81224
p: 970-251-5060
e: dpatterson@ldgtaos.com

**TAOS SATELLITE
OFFICE:**
122A Dona Luz
Taos, NM 87571
p: 575-751-9481
e: dpatterson@ldgtaos.com



TAOS HAUS

LEED CERTIFIED HOUSING PROJECT

Client: Taos Haus Housing, LLC
 440 Galisteo Street
 Santa Fe, NM 87501

Contact: Stephen Crozier
 (505)954-1486

Location: 918 Gusdorf Road
 Paseo Del Pueblo Sur
 Taos, NM 87571

Budget: \$3,200,000.00

Construction: 6 months

SERVICES PROVIDED:

Needs Assessment - LDG Architects worked with a developer out of Santa Fe who primarily invests in low income and senior housing. This project had a tight budget and a tight time line. There were 24 units and a community house withing the scope of the project.

Facility Programming - The program was developed in plans, sections, and elevations, which talked about the relationship of each piece of the project and how they fit withing the existing building.

Construction Documents - LDG Architects created construction documents to bid, permit, and construct the project. Accurate and complete construction documents allowed for consistent bidding and efficient construction.

Cost Estimating - Based on the volume of work LDG completes we have up to date and accurate estimates of construction costs. The project was completed within budget.

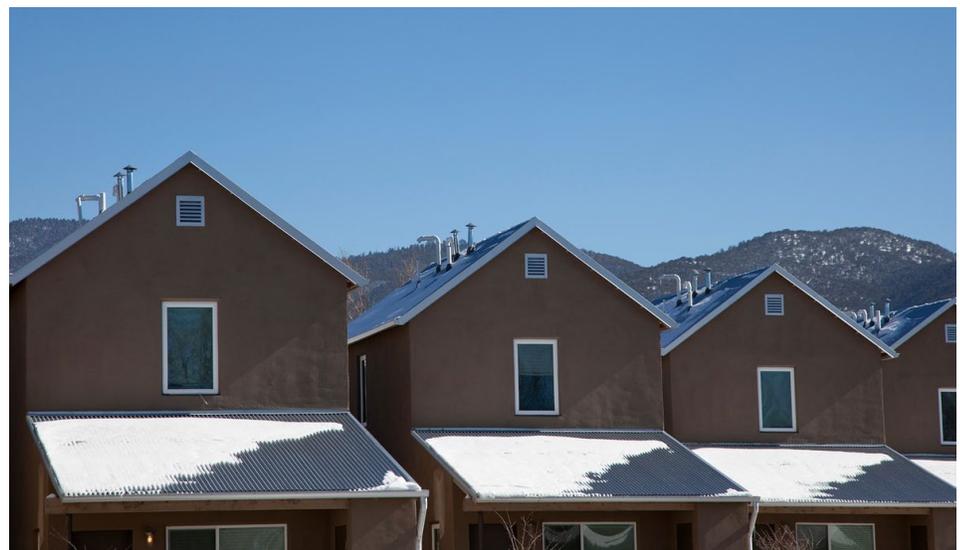
Construction Administration- LDG Architects assisted the owner in carrying the project through construction. This included weekly site visits and drafting ASI's and answering RFI's from the contractor.



Taos Haus in the Summer

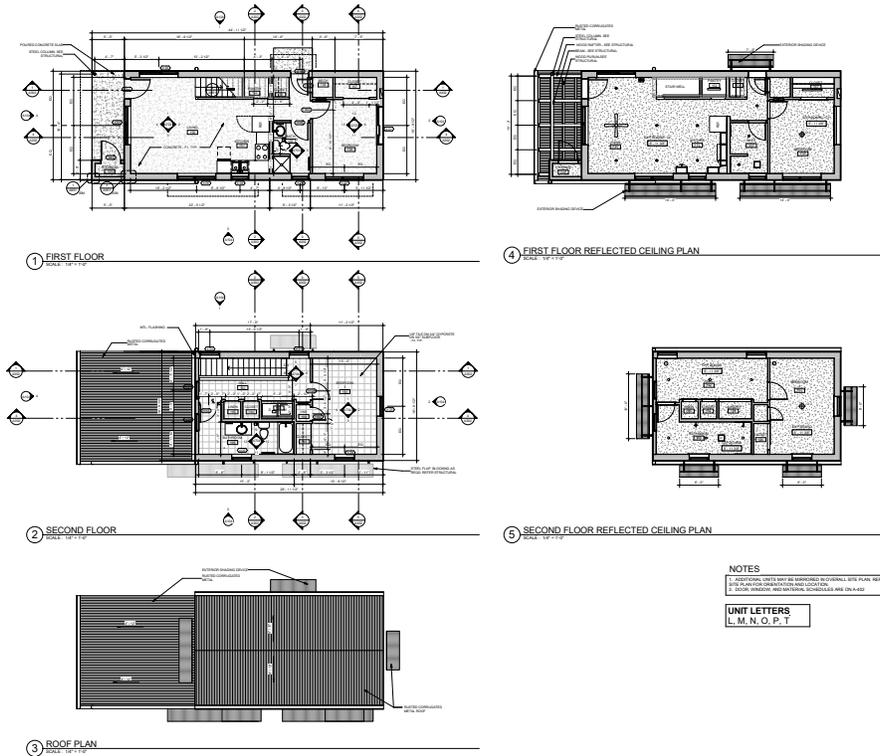


Taos Haus During Construction

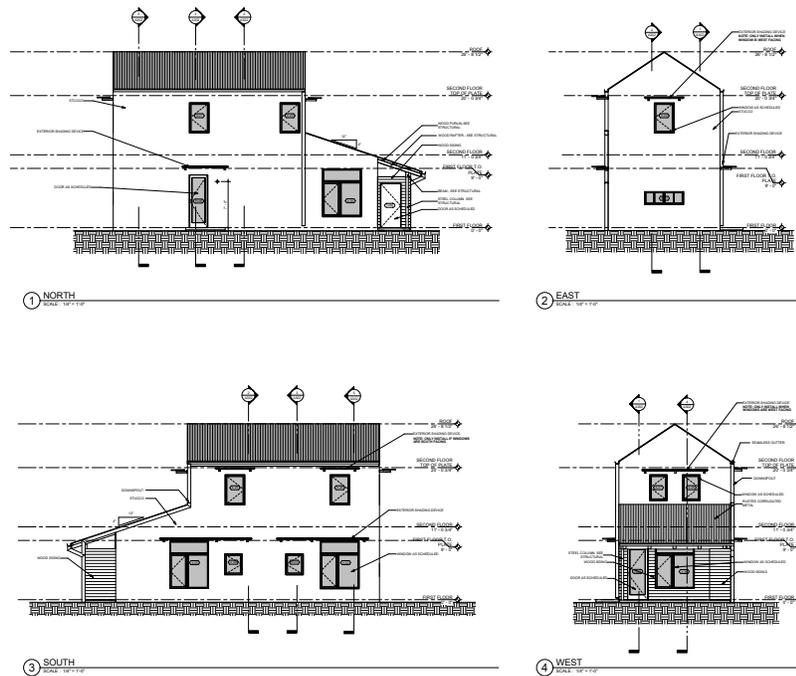


Taos House Roof Profiles in the Winter

TAOS HAUS - AFFORDABLE 2BED 2 BATH UNIT - 800 SF - \$160.00/SF



Construction Document - Floor Plans

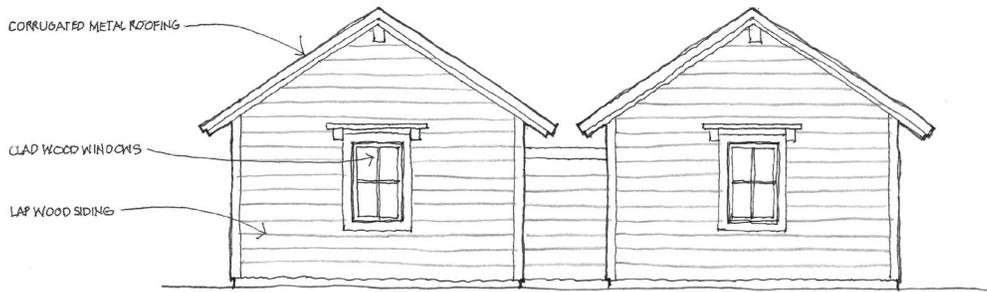


Construction Document - Elevations

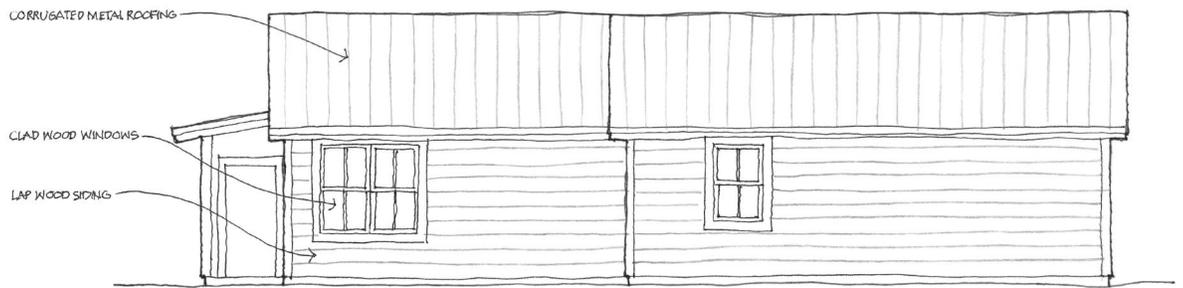
TAOS HAUS - ALTERNATE ADA UNIT - MATERIAL STUDIES



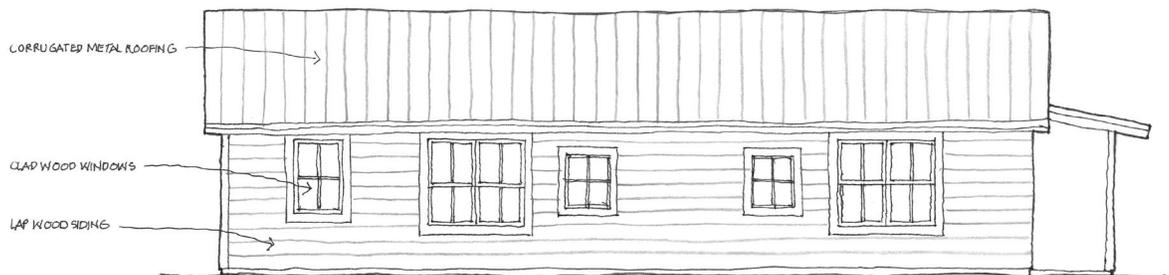
○ EAST



○ WEST

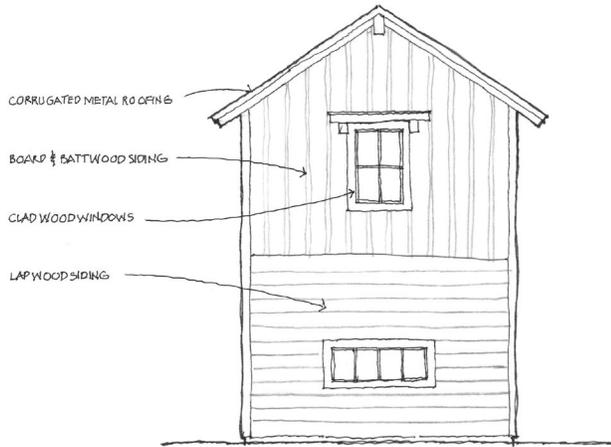


○ NORTH

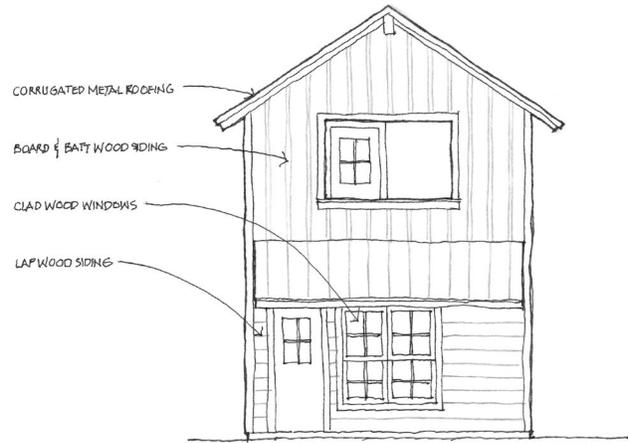


○ SOUTH

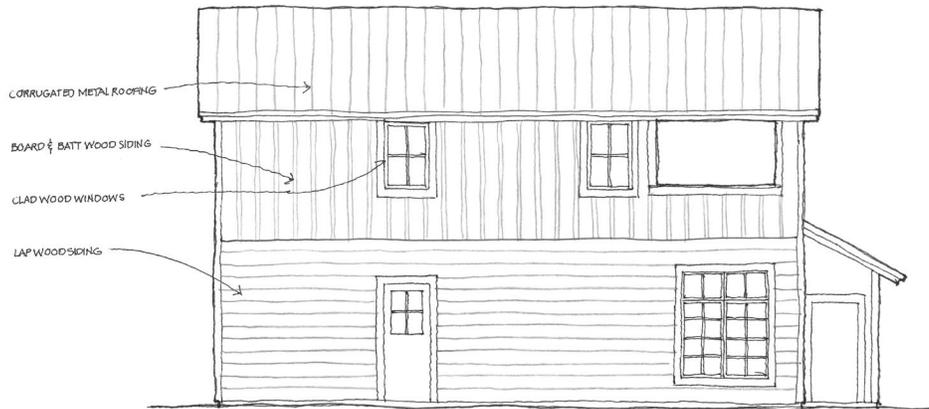
TAOS HAUS - ALTERNATE TWO STORY UNIT - MATERIAL STUDIES



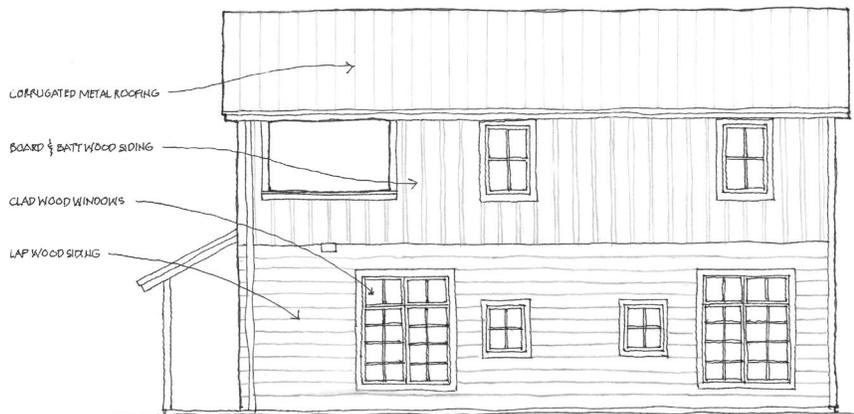
○ EAST



○ WEST



○ NORTH



○ SOUTH

SUENOS DEL CANON

PASSIVE SOLAR HOUSING PROJECT

Client: Dreamcatcher Investments, LLC
4276 NDCBU
Taos, NM 87571

Contact: Bob Draper
(575)770-0208

Budget: \$2,375,000.00

Construction: 11 months

SERVICES PROVIDED:

Needs Assessment - LDG Architects teamed up with the same Development Company out of Taos for Suenos del Canon. There is a very distinct "Pueblo Style" in Northern New Mexico which allowed LDG to exercise that aesthetic language. This was developed as a community mostly for people who wanted to have a second property in Taos.

Facility Programming - The site was relatively flat and expansive, so it didn't require two stories, and allowed for a large communal open space in the center of the compound. There is a total of 20 units.

Construction Documents - LDG Architects created construction documents to bid, permit, and construct the project. Accurate and complete construction documents allowed for consistent bidding and efficient construction.

Cost Estimating - The project was completed within budget and on time.

Construction Administration- LDG Architects assisted the owner in carrying the project through construction. This included weekly site visits and drafting ASI's and answering RFI's from the contractor.



Suenos Del Canon Courtyard



Pedestrian Pathway on Compound



Condominiums in Front of the Mountains

VALVERDE COMMONS

SENIOR CO-HOUSING SUBDIVISION

Client: Valverde Commons, LLC
 435 Valverde Commons Dr.
 Taos, NM 87571

Contact: Steve Rose
 (575)770-1562

Budget: \$3,800,000.00

Construction: 9 months

SERVICES PROVIDED:

Needs Assessment - Valverde Commons is an intentional community of seniors that follows the concept of Co-housing. Residents are actively involved in the design and operation of their community. There is a common house surrounded by landscaped areas and paths that encourage socialization. Energy efficient homes are encouraged. LDG helped the developers get the Planned Unit Development throughout the Taos Planning and Zoning department, which require documentation, and public presentations.

Facility Programming - LDG was called upon to help divide the original 14 acres into 28 residential lots, vehicular and pedestrian circulation, as well as a dedicated portion of land to be donated for community use.

Planning & Zoning Documents - LDG Architects helped to develop the civil plans for the site, paths and walkways, and most importantly the P.U.D. and sub-division plan.

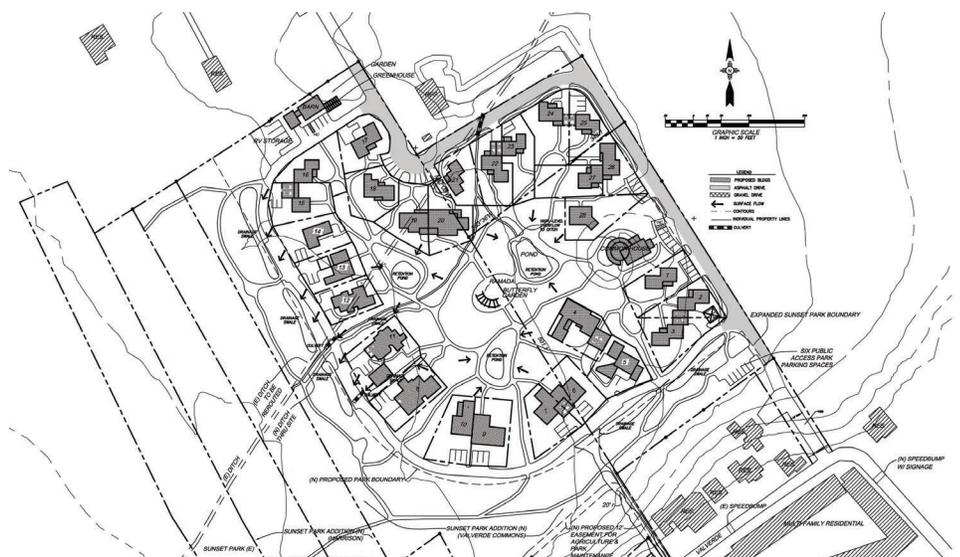
Cost Estimating - The planning portion of the project was completed within budget and on time. The residential lots are currently under construction. LDG helped the developer create a budget for getting the plans through planning and zoning as well as costs for developing the site.



Developed Housing in Valverde Commons

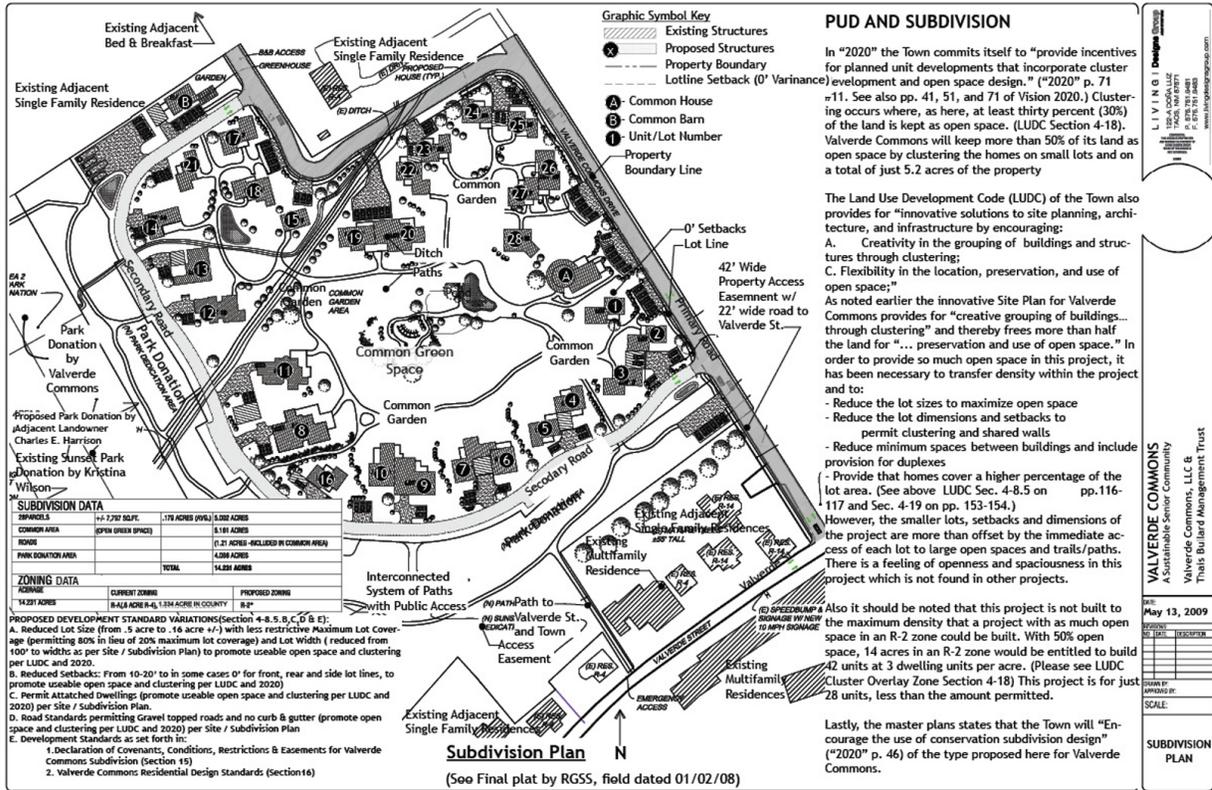


Aerial Photo with Site Boundary

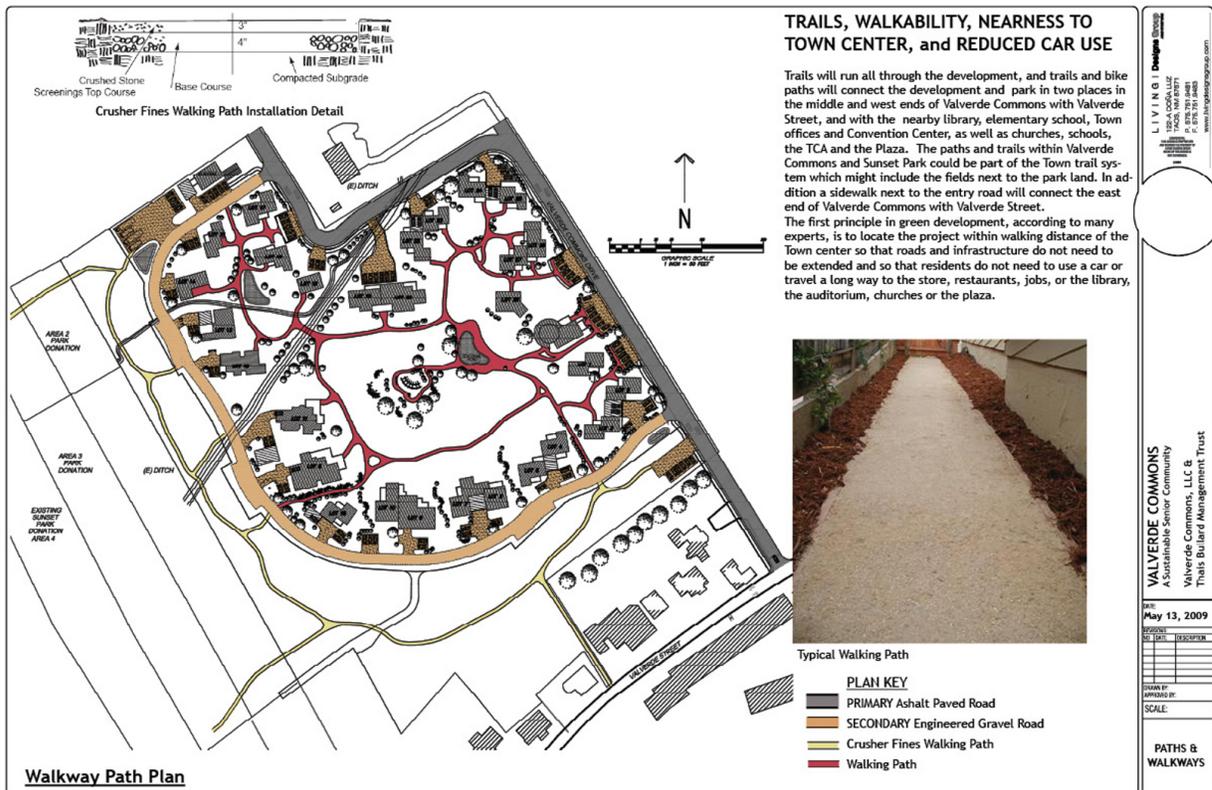


Drainage Plan

VALVERDE COMMONS - SENIOR CO-HOUSING SUBDIVISION



P.U.D. & Subdivision Plan



Paths & Walkways Plan

LDG PROJECT SCHEDULE

GVRHA PHASES

<p>January 1 - January 15, 2018 2 weeks</p> <p>INITIATION & KICK OFF</p>	<ul style="list-style-type: none"> • Project Architect interviewed and awarded • Confirm schedule, program, meet with project team • Confirm project elements in place – project checklist • Communicate needs with project team, survey, soils reports • Define consultants scope & proposals • Site Investigation • Establish Energy Criteria – Set performance goals & benchmarks 	<div style="text-align: center; font-size: 48px; color: yellow; font-weight: bold;">1</div> 	
<p>January 15 - February 5, 2018 3 weeks</p> <p>SCHEMATIC DESIGN</p>	<ul style="list-style-type: none"> • Based on provided conceptual designs, establish a complete building design to review roof, windows, scale mass & relationship to site • Develop BIM model • Develop site strategies for sustainable systems • Based on actual areas & sizes, confirm code review for occupancy, egress, define special system needs • review material recommendations, structural, mechanical (HVAC), plumbing, electrical, IT, building envelope • Prepare initial construction cost & schedule • Generate final SD document for GVRHA review & sign off 		
<p>February 5 - February 26, 2018 3 weeks</p> <p>DESIGN DEVELOPMENT</p>	<ul style="list-style-type: none"> • Note and amend any plan changes w/GVHRA input • Revise BIM model & distribute for consultants to begin their work • Receive, coordinate & review first complete documents, with project manual – outline specifications • Complete equipment & furniture layouts; prepare material boards for owner review, complete comparative space program • Define missing areas & establish steps to take & timeline for final design • Review systems design, assuring needs are known & identified • Generate final DD document for GVRHA review & sign off • Complete preliminary probable cost estimate and schedule w/owner 		
<p>February 26 - April 2, 2018 5 weeks</p> <p>CONSTRUCTION DOCUMENTS</p>	<ul style="list-style-type: none"> • Revise models and consultants drawings based on GVRHA review • Complete the final design model, quality control check on the models • Begin final document production • Continue to develop & refine documents with finer level of detail • Complete building details & notations • Receive, coordinate & review complete documents with GVRHA • Complete Specifications • Complete final comparative program analysis • Complete final Probable Cost estimate & schedule with GVRHA 		
<p>April 2 - May 21, 2018 7 weeks</p> <p>PERMIT & PLANNING REVIEW</p>	<ul style="list-style-type: none"> • BOZAR review • Apply / receive Town of Crested Butte Building Permit • Make any required changes to permit/planning documents 		2
<p>May 21 - June 4, 2018 2 weeks</p> <p>BIDDING & NEGOTIATION</p>	<ul style="list-style-type: none"> • Complete & distribute documents • Pre construction conference with GVRHA team • Respond and distribute final addenda as needed by GVRHA • Final contractor bidding and review • Value engineering with awarded contractor • Define preconstruction coordination activities 		3
<p>June 4, 2018 - April 1, 2019 10 months</p> <p>CONSTRUCTION</p>	<ul style="list-style-type: none"> • June 1, 2015 - April 1, 2019 Administer Construction • Weekly on-site construction meetings • Complete the record drawings 		

LDG PROJECT SCHEDULE (CONTINUED)

GVRHA
PHASES

April 1 - May 1, 2019
4 weeks
CLOSEOUT

- Certificate of Occupancy
- Review and deliver closeout documents
- Punch list
- 11 months after closeout - walk through, document, and follow up



DESIGN DELIVERY WORK SCHEDULE

MILESTONES	DURATION	2018												2019					
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
Initiation & Kick-Off	2 weeks	■																	
Schematic Design	3 weeks		■																
Design Development	3 weeks			■															
Construction Documents	5 weeks				■	■													
Permitting & Planning Review	7 weeks					■	■	■											
Bidding & Negotiation	2 weeks																		
Construction	10 months																		
Closeout	4 weeks																		

CONSTRAINTS AND OPPORTUNITIES

Early and continuous tracking of money and time allow us to utilize the budget and schedule as constructive design parameters, not negative constraints. This will be the framework within which we will create unique solutions that are driven by the specific project constraints. Additional constraints for GVRHA will be BOZAR approvals and assuring compliance throughout the process. In addition, the site itself will present challenges for drainage, pedestrian and vehicular traffic.

TRANSITION TO CONSTRUCTION

When the design is complete to all party's satisfaction, bidding occurs, then negotiation will begin to bring the subcontractors on board and fix the final pricing. This is a particularly important moment in the project delivery schedule where the Architect will take on the more traditional role of Owner Advocate and maintain the course toward the completion that we all envision respecting the budget.

LDG PROJECT PROPOSAL

Living Designs Group Architects is pleased to present a proposal for architectural services for the **Management and Design of the Paradise Park Duplex Builds** located on lots 6, 10, 11, 14 on blocks 77 & 79 in Crested Butte, Colorado. Services below are based on the creation of a set of construction documents required to permit the project with the Town of Crested Butte, and the Town's Board of Zoning and Architectural Review (BOZAR). The documents will also be used to bid the project, and administer the contract for construction.

This proposal is to formalize the understanding of the project, and serve as a contract between the Owner and the Architect.

Project Summary:

The project entails the generation of construction documents for bidding and permitting the proposed new construction of (4) duplexes, on lots currently owned by the Town of Crested Butte. They range in size from 550 square feet to 1320 square feet. The scope is based on the "Introduction" in the RFP for the **Management and Design of the Paradise Park Duplex Builds**.

Sub Consultants:

- 1) Sub consultants to the Architect, as deemed necessary for the project, may be: electrical engineer, mechanical engineer, plumbing engineer, and structural engineer.
- 2) Sub consultants to the Developer/Contractor, if needed include: civil engineer, surveyor, geotech.

Project Scope (Basic Services):

- Develop Complete Construction documents in coordination with the Developer/Contractor inclusive of required drawings and details.
- BOZAR Approvals.
- Permitting with the Town of Crested Butte.
- Construction Administration with Developer/Contractor
- Closeout and Certificate of Occupancy.

Proposed Compensation: Living Designs Group Architects proposes to perform the services listed in the Project Scope (Basic Services) for a fee not to exceed **\$37,783.00** inclusive of reimbursable expenses, plus applicable taxes.

Hourly Rates: Charges for any services performed at or on Client's behalf will be based on the following hourly rates for the various classes of personnel which Living Designs Group may assign to the project. Living Design Group's hourly rates include overhead and profit.

<i>Architects</i>	<i>\$125.00/hr</i>
<i>Staff</i>	<i>\$85.00/hr</i>
<i>Interns</i>	<i>\$35.00</i>

Sincerely,
 Douglas J. Patterson, AIA
 Living Designs Group Architects
 122 Dona Luz St. – Suite A
 Taos, NM 87571
 575-770-656

**PARADISE PARK SUBDIVISION
AFFORDABLE HOUSING
PROFESSIONAL SERVICES PROPOSAL**

AUTHORIZATION STATEMENT

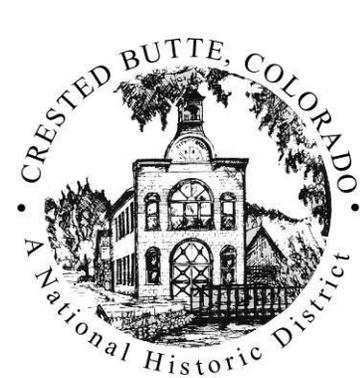
I, _____, hereby attest that I am the responsible

party and have the authority to submit this professional services proposal on behalf of

_____ (Name of Firm or Individual).

(Signature)

Title/Position _____



Staff Report

January 22, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Alley Loop Nordic Marathon and Pub Ski Special Event Application and Special Event Liquor Permit

Date: January 16, 2018

Summary:

Andrew Arell and Christie Hicks submitted the Alley Loop Nordic Marathon and Pub Ski special event application and special event liquor permit on behalf of the Crested Butte Nordic Council.

Due to this season's low snowfall, Town Staff, along with the event organizers met to consider an alternative option from what the Nordic Council historically proposed. The low snow option was designated Plan A. Plan A is possible with the amount of snow on the ground at the time this staff report was written. Although, public works has qualified the snow pack will be quite shallow in sections. Plan B, the original proposal, will only be possible with significant snowfall and with confirmation from the public works crew. Arell agreed to communicate on Monday, January 29 to ascertain which plan will be followed, and Staff will meet with the organizers the week before the event to finalize logistics. Diagrams of both plans are included in the packet.

If there is a significant change in weather and snow pack, Plan B will be possible. A pub ski has been proposed on Elk Avenue between 1st and 2nd Streets, in which participants Nordic ski to travel between establishments. The pub ski is scheduled for Friday, February 2, 2018 from 4PM to 7:30PM. If Plan A is followed, the pub ski will be cancelled.

The Alley Loop Nordic Marathon is planned for Saturday, February 3, 2018, from 9AM to 4PM. The special event liquor permit would be applicable for Saturday, February 3 for a beer garden located at the Nordic Center for Plan A, or for Plan B, located at 2nd Street and Elk Avenue, near the finish line. Volunteers will enforce the liquor boundary.

Recommendation:

To approve the Alley Loop Nordic Marathon and Pub Ski special event application and special event liquor permit.

Recommended Motion:

Motion to approve the Alley Loop Nordic Marathon and Pub Ski special event application and special event liquor permit as part of the Consent Agenda.

Friday 2/2/18 - 4⁴⁶pm - 7:30pm

Saturday 2/3/18 - 9am - 4pm

Event Time (start time of scheduled event to end time of scheduled event):
Total Time (including set-up, scheduled event, break-down & clean-up): Friday - 3-8pm / Saturday 6AM-4pm
Expected Numbers: Participants: 800 Spectators: 200

Do You Intend to Sell or Serve Alcohol: Yes / No

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

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

Proof of General Commercial Liability Insurance Naming the Town of Crested Butte as Additional Insured, with Coverage of No Less than \$1,000,000 is Required for All Special Events. If your event is in the Big Mine Ice Arena and over 299 people you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events Selling Alcohol also Require Liquor Liability Insurance (Note your application cannot be approved until we receive Proof of Insurance). Contact the Clerk's Office if you would like to receive an insurance note through the Town's Insurance Provider.

Is Proof of Insurance is Attached: Yes / No

If No, Why Not: _____

Will There Be Amplified Sound at This Event: Yes / No

If Yes, Describe: PA System w/ music & Emcee

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

Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event: Yes / No
Town Manager Approval: [Signature]

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence: Yes / No
If yes, you must apply for a banner permit separately through Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? 5 cans

What recyclable products will be generated at the event? plastic cups

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

All Trash and recycling will be hauled to CB Nordic Center for proper disposal.

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

Security will be provided by CBN volunteers at street closures on course, and at the Finish Line Expo

Describe Plan for Parking: participants will be directed to park at 4-way lot and at the Nordic Center

Describe Plan for Portable Toilets and/or Restrooms: 3 porta-pots will be contracted and staged at Vendor Expo - ~~2nd/3rd~~ NORDIC CTR

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? Yes / No

If Yes, explain request for services in detail (attach additional page if necessary):

Barricades, snow moving, street closures

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: See attached list of parking restrictions

Will Your Event Impact Mt. Express Bus Service and/or Routes? Yes / No

If Yes, Explain Impact: ~~Elle Avenue closed 2nd st to 1st st - 2/2/18~~
~~Elle Avenue closed 3rd street to 1st street - 2/3/18~~

Will Your Event Affect Any Handicap Parking Spaces Yes / No

If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:

Notices will be delivered to business two weeks prior to event. ~~3~~ 3 rounds of notices will be posted on residences/cars in days leading to event.

Does Your Event Include a Parade Yes / No

If yes you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, etceteras) individuals will do so exclusively by foot from along-side the vehicles/floats to minimize the likelihood of spectators running up to the vehicles/floats. I understand and agree that items will not be thrown from any vehicle/float.

Signature of Event Coordinator

Will You Be Selling Products (food, drink or merchandise) At Your Event? Yes / No

If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application. Town of Crested Butte Sales Tax Application is Attached.

If Approved Would You Like Town Staff To Post The Event On The Gunnison-Crested Butte Online Community Calendar (this service is free of charge): Yes / No

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: _____

Contact Name & Phone Number for the Calendar: Andrew Arell - 970.349.1707 x4

Event Fee for the Calendar: Variable Website for More Info: www.cb Nordic.org/alley-loop-nordic-marathon

Additional Applicant Comments: _____

Please Review Carefully:

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Idemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Indemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands, including any third party claim asserted against the Town, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any way related to the permitted use, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. In any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

The undersigned Permittee certifies that all the statements and answers to the above questions are true without any reservations or evasions. The undersigned also understands that the Town of Crested Butte reserves the right to require payment for additional services for major impact events

Andrew Arell / [Signature] / 12/5/17
Print Name Clearly / Signature of Applicant (Permittee) / Date

Application is Approved: _____ Date: _____

2018 Alley Loop Event Schedule

Friday, 2/2/18

- 3 – 4:30 p.m. – Pub Ski Bib Pick -Up at [Queen of All Saints, Parish Hall](#)
 - 3-7 p.m. Nordic Marathon Bib Pick-Up at [Queen of All Saints, Parish Hall](#)
 - 3-7 p.m. Nordic Marathon Walk-Up Registration at [Queen of All Saints, Parish Hall](#)
 - 5-7 p.m. – Pub Ski (Elk Avenue Bars)
 - 7:30 p.m. Pub Ski Awards – Talk of the Town
-

Saturday, 2/3/18

- 7-10 a.m. – Race day registration and bib pickup at [Queen of All Saints, Parish Hall](#)
 - 12 p.m – 42k Flower Ceremony – Finish Line Expo
 - 1:45 p.m – 1k & 3k Podium Ceremony – Finish line Expo
 - 4 p.m. – Awards Banquet & Raffle – [Bonez](#)
-

Saturday, 2/3/18 – Heat Start Times (2nd Street & Elk Ave.)

- 9 a.m. – 42K Classic
- 9:05 a.m. – 21K Classic
- 9:20 a.m. – 42K Skate
- 9:25 a.m. – 21K Skate
- 9:35 a.m. – 10K
- 9:40 a.m. – 5K
- 1:00 p.m. – 3K & 1K

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CRESTED BUTTE NORDIC COUNCIL

is a

Nonprofit Corporation

formed or registered on 07/13/1987 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871733872 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/28/2017 that have been posted, and by documents delivered to this office electronically through 05/01/2017 @ 16:16:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2017 @ 16:16:50 in accordance with applicable law. This certificate is assigned Confirmation Number 10218992 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11-29-17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **SUBROGATION IS WAIVED**, subject to

PRODUCER Frazier Insurance Agency Inc. Box 1250, Midlothian VA 23113 Processing Office: Lawson Insurance LLC 1643 24th St West #110, Billings MT 59102	CONTACT NAME: Jack Lawson PHONE (City, St, Ext): (406)65234407 FAX (City, St): E-MAIL ADDRESS: jack@lawsonins.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Aegis Security Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Aegis Security Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Aegis Security Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td style="text-align: center;">.813</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Aegis Security Insurance Company		INSURER B:	Aegis Security Insurance Company		INSURER C:	Aegis Security Insurance Company		INSURER D:			INSURER E:			INSURER F:		.813
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Aegis Security Insurance Company																					
INSURER B:	Aegis Security Insurance Company																					
INSURER C:	Aegis Security Insurance Company																					
INSURER D:																						
INSURER E:																						
INSURER F:		.813																				
INSURED Sports & Recreation Providers Association (Purchasing Group) & It's Participating Members - Member- National Ski School Program Inc- NORDIC & It's Participating Members. 1302 24th St West #169, Billings MT 59102 MEMBER - Crested Butte Nordic Council																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

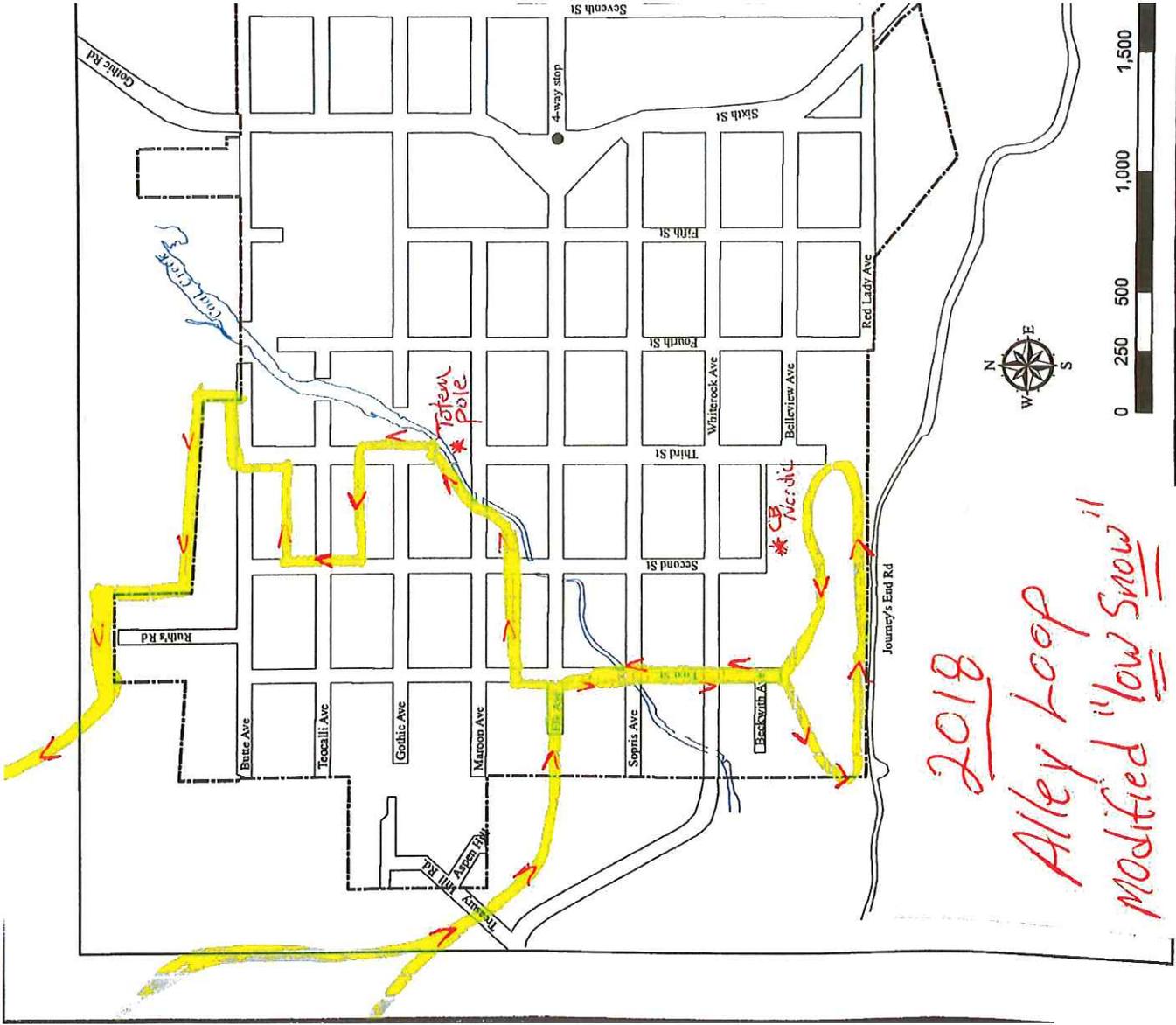
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 11,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS <input checked="" type="checkbox"/> INCLUDES SEXUAL ABUSE & MOLESTATION (\$100,000./\$100,000.) GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACC <input type="checkbox"/> LOG	x	FGLSP-100 Ceft# FMT-S-0002	11/01/17	11/01/18	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	Liquor Legal Liability Incl Yurt Events/Dinners, Alley Loop, Gothic Mtn Tour, Winter Grand Traverse, Summer Grand Traverse Race Events	x	TBD	12/10/17	11/01/18	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 2,000,000.
B	Excess Accident Medical Protection Deductible - \$200. 52 week Benefit Period from date of incident Claim Reporting deadline - 90 days from date of incident		FR0110	11/01/17	11/01/18	Maximum Medical Benefit per claim - \$ 25,000. AD&D Benefit per claim - \$ 2,500.
NSSP-NORDIC MEMBER- Crested Butte Nordic Council, Box 1269, Crested Butte, CO 81224 ADDED AS INSURED NSSP-NORDIC PARTICIPATING MEMBER for Nov. 1, 2017-2018 including coverage for Off-Premises Nordic Ski Touring, "Dryland" Fitness Instruction, Bicycling on Trails, Sexual Abuse & Molestation, Liquor Legal Liability.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Commercial General Liability (CGL) deductible- \$ 0.00 each Bodily Injury or Property Damage Claim.
 Participant Legal Liability Coverage for participants in SKI RACES/ INSTRUCTION/ COMPETITIONS requires that each participant (or Parent/Guardian) sign release/waiver form PRIOR to Competing, Practicing or Instruction.

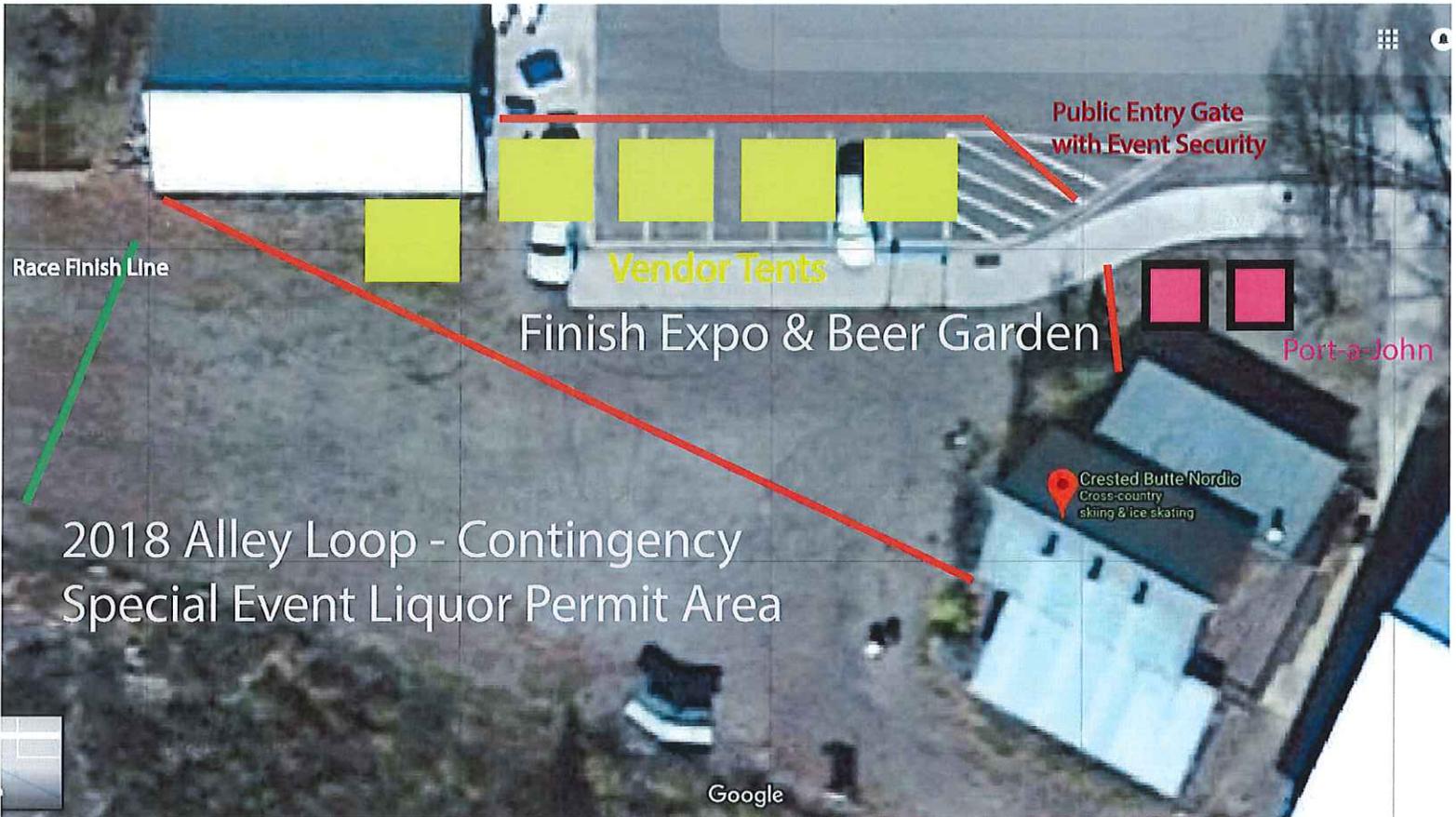
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED but only as respects the operations of the Named Insured NSSP Participating Member- Crested Butte Nordic Council.

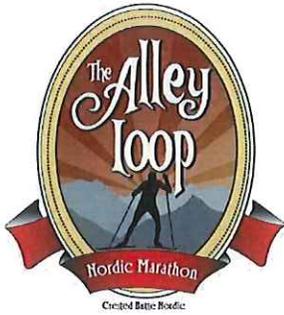
CERTIFICATE HOLDER Town of Crested Butte Box 39 Crested Butte CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive;">John W. Frazier</div>
--	---

Plan A



2018
 Alley Loop
 Modified "low snow"
 Town Course



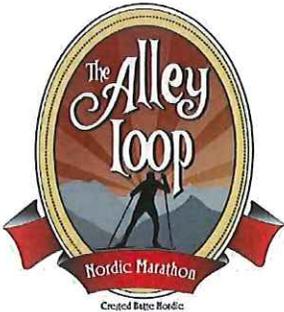


***** Modified Course Route – PARKING RESTRICTIONS *****

Due to lack of sufficient snow reserves to enable the Alley Loop Start/Finish on Elk Avenue, the race course has been modified to Start on First Street, and Finish at the Nordic Center.

FIRST Street, from Beckwith Ave to Elk Ave / Maroon Alley will be closed to traffic from 12 AM on February 2nd (Friday Night) through the duration of the event on Saturday, February 3rd - until 3 PM.

We apologize for the inconvenience. Thank you for your understanding and cooperation. If you wish to volunteer for the event, or have questions regarding parking restrictions, please email events@cbnordic.org

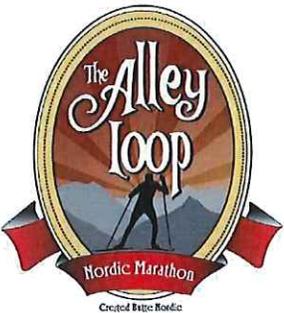


***** Modified Course Route – PARKING RESTRICTIONS *****

Due to lack of sufficient snow reserves to enable the Alley Loop Start/Finish on Elk Avenue, the race course has been modified to Start on First Street, and Finish at the Nordic Center.

FIRST Street, from Beckwith Ave to Elk Ave / Maroon Alley will be closed to traffic from 12 AM on February 2nd (Friday Night) through the duration of the event on Saturday, February 3rd - until 3 PM.

We apologize for the inconvenience. Thank you for your understanding and cooperation. If you wish to volunteer for the event, or have questions regarding parking restrictions, please email events@cbnordic.org

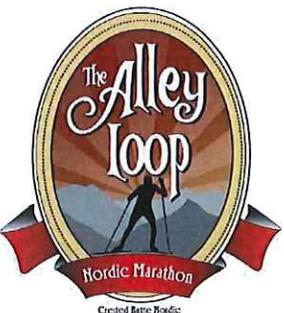


***** Modified Course Route – PARKING RESTRICTIONS *****

Due to lack of sufficient snow reserves to enable the Alley Loop Start/Finish on Elk Avenue, the race course has been modified to Start on First Street, and Finish at the Nordic Center.

FIRST Street, from Beckwith Ave to Elk Ave / Maroon Alley will be closed to traffic from 12 AM on February 2nd (Friday Night) through the duration of the event on Saturday, February 3rd - until 3 PM.

We apologize for the inconvenience. Thank you for your understanding and cooperation. If you wish to volunteer for the event, or have questions regarding parking restrictions, please email events@cbnordic.org



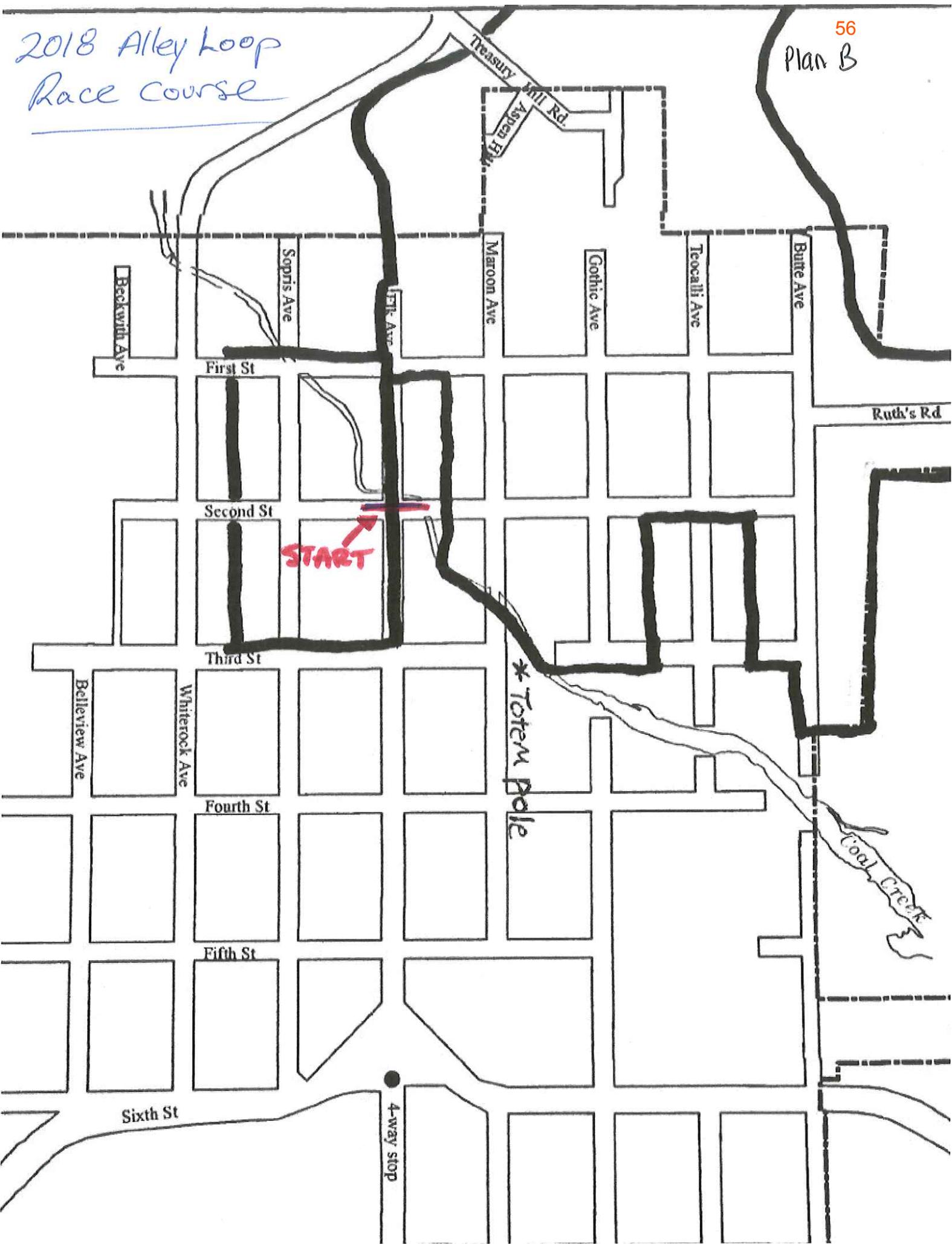
***** Modified Course Route – PARKING RESTRICTIONS *****

Due to lack of sufficient snow reserves to enable the Alley Loop Start/Finish on Elk Avenue, the race course has been modified to Start on First Street, and Finish at the Nordic Center.

FIRST Street, from Beckwith Ave to Elk Ave / Maroon Alley will be closed to traffic from 12 AM on February 2nd (Friday Night) through the duration of the event on Saturday, February 3rd - until 3 PM.

We apologize for the inconvenience. Thank you for your understanding and cooperation. If you wish to volunteer for the event, or have questions regarding parking restrictions, please email events@cbnordic.org

2018 Alley Loop Race Course



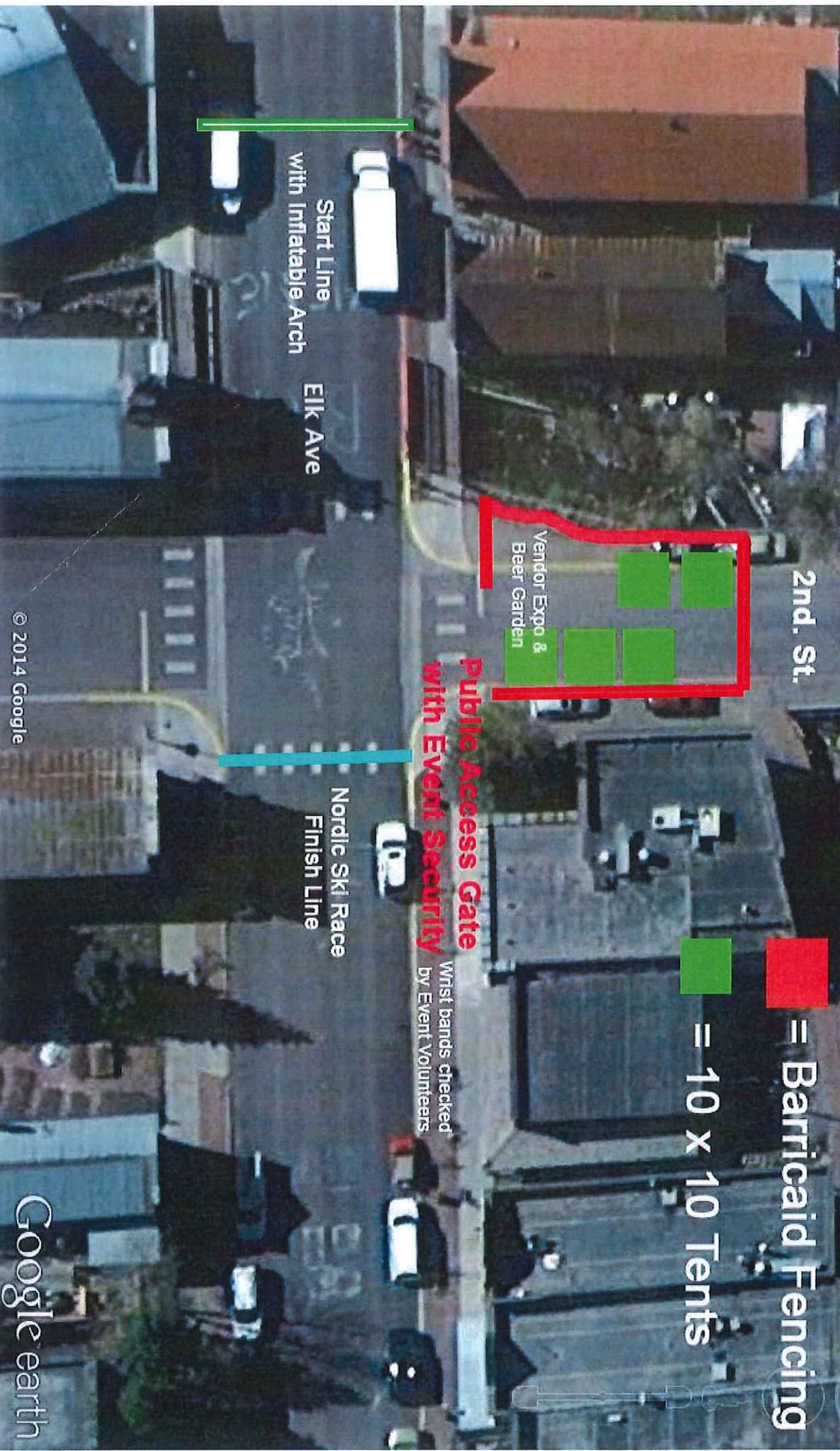
START

* Totem Pole

Coal Creek

4-way stop

Alley Loop - Special Event Liquor Permit Area



2nd. St.

Start Line
with Inflatable Arch

Elk Ave

Vendor Expo &
Beer Garden

**Public Access Gate
with Event Security**

Wrist bands checked
by Event Volunteers

Nordic Ski Race
Finish Line

 = Barricaid Fencing

 = 10 x 10 Tents

2018 Alley Loop Parking Restrictions

Resident parking restrictions on these streets and alleys will be in effect from **Midnight on Thursday, February 1st until 4 pm on Saturday, February 3rd**. Please plan to move your car before the dates/times listed below. Thank you for your assistance and community support of the Alley Loop!

MIDNIGHT – THURSDAY, February 1st to SATURDAY, February 3rd, 4 PM

Elk Avenue (entire street): From the West End (Old Kebler) to 3rd Street

Sopris / Whiterock Alley: between 1st Street and 3rd Street

Elk / Maroon Alley: between 1st Street and 2nd Street

Teocalli / Butte Alley: between 2nd Street and 3rd Street

3rd Street: EAST side of Street from Totem Pole Park to Gothic / Teocalli *Alley*

3rd Street: EAST side of Street from Teocalli / Butte *Alley* to Butte Ave.

MIDNIGHT – FRIDAY, February 2nd to SATURDAY, February 3rd, 4 PM

1st Street: BOTH sides of street from Whiterock / Sopris *Alley* to Elk Ave.
(Overnight parking in Town Lot is permissible at 1st & Elk Ave)

1st Street: BOTH sides of street from Elk Ave. to Elk / Maroon *Alley*

2nd Street: Entire Street from Elk Ave. to the Elk / Maroon *Alley*

2nd Street: EAST side of Street from Gothic / Teocalli *Alley* to Teocalli / Butte *Alley*

3rd Street: WEST side of Street from the Whiterock / Sopris *Alley* to Elk Ave.

Gothic / Teocalli Alley: between 2nd Street and 3rd Street (opened by 2 PM)

Maroon Ave: NORTH side of street from the bridge EAST to entrance of Totem Pole Park.

Butte Ave: SOUTH side of street from Third to Kapushion Annex *Alley*

APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input checked="" type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Crested Butte Nordic Council</i>	State Sales Tax Number (Required) <i>98-11986</i>
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>PO Box 1269 Crested Butte, CO. 81224</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>2nd Street @ Elk Avenue Crested Butte, CO. 81224</i>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Christie Hicks</i>	<i>2/6/79</i>	<i>156 Zeligman, CB, CO 81224</i>	<i>970-901-2416</i>
5. EVENT MANAGER <i>Andrew Arell</i>	<i>9/30/78</i>	<i>120 Deer Creek Cir. Mt. Crested Butte CO. 81225</i>	<i>720.404.2311</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>2/3/18</i> From <i>10 A</i> .m. To <i>4 P</i> .m.				

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>CAHICES</i>	TITLE <i>Executive Director Crested Butte Nordic Council</i>	DATE <i>12/5/17</i>
-----------------------------	---	------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

DEPARTMENT APPROVALS (For Official Use Only)

Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

Marshal's Department :

Signature: [Signature] Date: 1/19/18
Name (Printed): Marilee Reilly

Conditions/Restrictions/Comments:
CONTINGENT UPON PRE-EVENT MEETING AGREEMENT PRIOR TO ROAD CLOSURES.

Public Works:

Signature: [Signature] Date: 1-18-2018
Name (Printed): Brad Caldwell

Conditions/Restrictions/Comments:
Will do the best we can with the snow that we have.

Parks and Recreation:

Signature: [Signature] Date: 1/18/18
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:
Parks will clear bridges from 1st behind river walk through Totem Pole

Town Clerk:

Signature: [Signature] Date: 1-18-2018
Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:
Approval Contingency- Nordic Center is responsible financially for any tows

Town Manager:

Signature: [Signature] Date: 1/18/18
Name (Printed): JARA MACDONALD

Conditions/Restrictions/Comments:

AWAY LOOP NORDIC MARATHON AND PUB SKI (2/2 - 2/3/18) 61

Crested Butte Fire Protection District:

Signature Rec Ems Date _____
 Printed Name (Printed) Rec Ems

Conditions/Restrictions/Comments:
Same comment as
Marshall office.

Mt. Express Bus Service: _____
 Signature [Signature] Date 11/18/18
 Printed Name (Printed) Chris Larsen

Conditions/Restrictions/Comments:
Low snow route days
not impact my

Official Use Only:

Application Received 12/5/17 Date Distributed 1/3/18

Council Date (if applicable) JANUARY 22, 2018

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Related to Mike Reilly's comments - Staff will meet w/ organizers on the 23rd & 31st to discuss closures. As such, the Nordic center will be financially responsible for any tows.

Application fee \$25 Check # 15838 Date Paid 12/5/17

Permit Fee \$200 Check # 15838 Date Paid 12/5/17

Local Liquor License Fee \$25 Check # 15838 Date Paid 12/5/17

State Liquor License Fee _____ Check # _____ Date Paid _____ Date Liq. Application Sent _____

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$200 Check # 15838 Date Paid 12/5/17 Date Returned: _____



Staff Report

January 22, 2018

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Ordinance 2018-01, Town Employee Lease Agreements

Summary: The Town has eight rental units that are currently occupied by municipal employees. This ordinance allows for the approval of two of the leases.

Background: The Town has been proactive for many years in constructing and maintaining rental units to ensure that there is some opportunity for affordable housing in Town for municipal employees. The attached leases incorporate the rental rate increase for each unit established with the 2017 budget as well as annual increases for future years.

C.R.S. 31-15-713(1)(c) states that the governing body of a municipality has the power to lease any real estate owned by the municipality when deemed to be in the best interest of the municipality. It further requires that leases for more than one year be approved by ordinance.

Affordable housing remains a top priority for the Town of Crested Butte and providing housing for employees is one of the many strategies utilized by the Town to address housing needs and ensure that the services expected from the Town can be met. As housing costs continue to escalate in the Crested Butte community it has become increasingly difficult for employees to afford to make their homes within the community. Having employees living within Town has many benefits for the community including ensuring responsiveness, encouraging longer tenure, and fostering a greater commitment to the community.

Annual rental rate escalations have been built into each lease so that these will not have to be brought back before the Council for additional approvals unless there is a change in the tenant in the future. The leases will automatically renew each year unless terminated by either party. Employees must vacate these rental units within 60 days of the end of their employment with the Town.

Financial Implications: The Town does incur some expense each year with utilities and maintenance of these properties. The rental income derived from these properties is reinvested in the affordable housing fund.

Proposed Motion: "I move to approve Ordinance 2018-01."

ORDINANCE NO. 01**SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE LEASE OF VARIOUS TOWN RESIDENTIAL PROPERTIES (UNIT 1, TOWN RANCH APARTMENTS, 808 9TH STREET AND 906 BUTTE AVE. CRESTED BUTTE, COLORADO) TO VARIOUS TOWN EMPLOYEES**

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

WHEREAS, 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;

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, the Town Council finds hereby that approving leases of various Town properties for use by certain Town employees 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 Town Council hereby finds that granting leases of various Town properties for use by certain Town employees is in the best interest of the Town.
2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute leases in substantially the same form as attached hereto as **Exhibit “A”** for the following properties to the employees described in such leases.

- A-1. Unit 1, Town Ranch Apartments;
- A-2. 906 Butte Avenue.

Ordinance 2018-01
Employee leases

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY
OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS ___ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Employee Lease Agreements

[attach form leases agreements here]

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Dylan Bova, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of February, 2018, for a period of one year, ending on the 31st day of January, 2019 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

808 Ninth Street, Town Ranch, Unit 1, Crested Butte, Colorado (a one bedroom residential dwelling that is a portion of a Town owned triplex)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$500.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.

4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee's employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
- a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.
 - b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
 - c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
 - d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
 - e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
 - f. Lessee understands and agrees that the leased premise is a part of a triplex building, the adjacent portion of which is a similar rental unit occupied by an employee of the Town. Lessee agrees that the tenant(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent Lease-holder.
6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to

- provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.
 9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
 10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$250.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$250.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
 11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
 12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public

liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.

13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party. If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.
16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all

plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.

19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224

LESSEE: Dylan Bova
PO Box 461
808 Ninth Street, Town Ranch, Unit 1
Crested Butte, CO 81224

Notices shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Dylan Bova

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Michael Yerman, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of February, 2018, for a period of one year, ending on the 31st day of January, 2019 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

906 Butte Ave, Crested Butte, Colorado (a two bedroom residential dwelling that is a portion of a Town owned residential property).

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$725.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$15 per month.

4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee's employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
- a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.
 - b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
 - c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
 - d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
 - e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
 - f. Lessee understands and agrees that the leased premise is a part of a residential neighborhood. Lessee agrees that the neighbors are entitled to the quiet enjoyment of their residence(s), and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent neighbor(s).
6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such cleaning and other services as may be necessary to do so. All refuse

- or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.
 9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
 10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$250.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$250.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
 11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
 12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public

liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.

13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party. If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.
16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all

plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.

19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224

LESSEE: Michael Yerman
PO Box 4241
906 Butte Ave.
Crested Butte, CO 81224

Notices shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Michael Yerman



Staff Report

January 22, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Transfer of the Talk of the Town Liquor License from Barmuda LTD to Ladybug LTD
Date: January 11, 2018

Summary:

Ladybug LTD DBA Talk of the Town has applied for a transfer of a Tavern Liquor License at 230 Elk Avenue. Staff submits the following findings regarding the application:

1. Notice of public hearing on the application was posted on the premise at least 10 days prior to the public hearing, and notice was published in the *Crested Butte News* on January 12, 2018.
2. A complete application has been submitted and all application fees have been paid.
3. It appears from evidence submitted that the applicant is entitled to possession of the premises for which the application for a transfer of a liquor license has been applied.
4. It is confirmed that the sale of liquor on the premises is not a violation of zoning, building, health and fire laws or regulations.
5. There is an existing Tavern Liquor License at the location, and in the two years prior to the application for transfer there has not been a denial of an application by the Local Liquor Licensing Authority (Crested Butte Town Council) at the location.
6. The Crested Butte Marshal's Department has conducted a background investigation concerning the principal of Ladybug LTD: Mary Boddington. Fingerprints have been submitted to CBI/FBI.

Recommendation:

Staff recommends the application for the transfer of the Tavern Liquor License to Ladybug LTD be approved.

Recommended Motion:

Motion to approve the transfer of a Tavern Liquor License to Ladybug LTD DBA Talk of the Town.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (Includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation **FEIN Number**
 Ladybug Ltd. [REDACTED]

2a. Trade Name of Establishment (DBA) **State Sales Tax Number** **Business Telephone**
 TALK OF THE TOWN [REDACTED] 970-349-6809

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 230 ELK AVE.

City **Crested Butte** County **Gunnison** State **CO** ZIP Code **81224**

4. Mailing Address (Number and Street) City or Town State ZIP Code
 P.O. Box 817 Crested Butte CO 81224

5. Email Address
 mboadd21@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) Talk of the Town	Present State License Number 15635360000	Present Class of License Tavern City	Present Expiration Date 2-28-2018
--	--	--	---

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
---	--

<input type="checkbox"/> Application Fee for New License.....\$1550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1750.00 <input checked="" type="checkbox"/> Application Fee for Transfer\$1550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R.....\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00
--	---

Section B Liquor License Fees

<input type="checkbox"/> Add Optional Premises to H & R.....\$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00	<input type="checkbox"/> Master File Location Fee\$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$500.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input checked="" type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
--	---

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

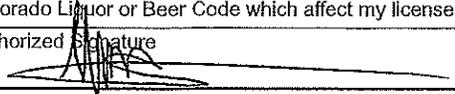
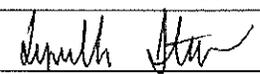
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name Ladybug LTD DBA Talk of the Town	Type of License Tavern - City	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or				
Waiver by local ordinance?		<input type="checkbox"/> <input type="checkbox"/>		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? N/A		<input type="checkbox"/> <input type="checkbox"/>		
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Donner Rosa Tevis	Ladybug, Ltd	Nov 2032		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)		N/A		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.		N/A <input type="checkbox"/> <input type="checkbox"/>		
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated?		N/A <input type="checkbox"/> <input type="checkbox"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input checked="" type="checkbox"/>		

Name <i>Ladybug LTD DBA Talk of the town</i>		Type of License <i>Tavern - City</i>	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title <i>Mary Boddington</i>		Date <i>9/29/17</i>
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority <i>11-8-2017</i>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>1-22-2018</i>		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-1 (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input checked="" type="checkbox"/> Date of inspection or anticipated date <u><i>12-18-2017</i></u> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? <i>NIA</i>				Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? <i>NIA</i>				Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? <i>NIA</i>				Yes No <input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for <i>Town of Crested Butte</i>		Telephone Number <i>970-349-5338</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature 	Print <i>Lynelle Stanford</i>	Title <i>Town Clerk</i>	Date <i>11-8-2017</i>	
Signature	Print	Title	Date	

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Ladybug, Ltd.

is a

Limited Liability Company

formed or registered on 08/28/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171653434 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/06/2017 that have been posted, and by documents delivered to this office electronically through 09/08/2017 @ 11:21:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/08/2017 @ 11:21:42 in accordance with applicable law. This certificate is assigned Confirmation Number 10436173 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 08/28/2017 10:51 AM
 ID Number: 20171653434
 Document number: 20171653434
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Ladybug, Ltd.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

230 Elk Avenue

(Street number and name)

Crested Butte

(City)

CO

(State)

81224

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

P.O. Box 817

(Street number and name or Post Office Box information)

Crested Butte

(City)

CO

(State)

81224

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Boddington

(Last)

Mary

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

230 Elk Avenue

(Street number and name)

Crested Butte

(City)

CO

(State)

81224

(ZIP Code)

Mailing address

(leave blank if same as street address)

P.O. Box 817

(Street number and name or Post Office Box information)

Crested Butte CO 81224
 (City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
 (if an individual) Boddington Mary
 (Last) (First) (Middle) (Suffix)

or

(if an entity)
 (Caution: Do not provide both an individual and an entity name.)

Mailing address P.O. Box 817
 (Street number and name or Post Office Box information)

Crested Butte CA 81224
 (City) (State) (ZIP/Postal Code)
United States
 (Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
 (Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
 (mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Boddington	Mary		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
P.O. Box 817			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Crested Butte	CO	81224	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 10/09/2017 04:53 PM
 ID Number: 20171762892
 Document number: 20171762892
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20171653434</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Ladybug, Ltd.</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Talk of the Town

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Bar

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

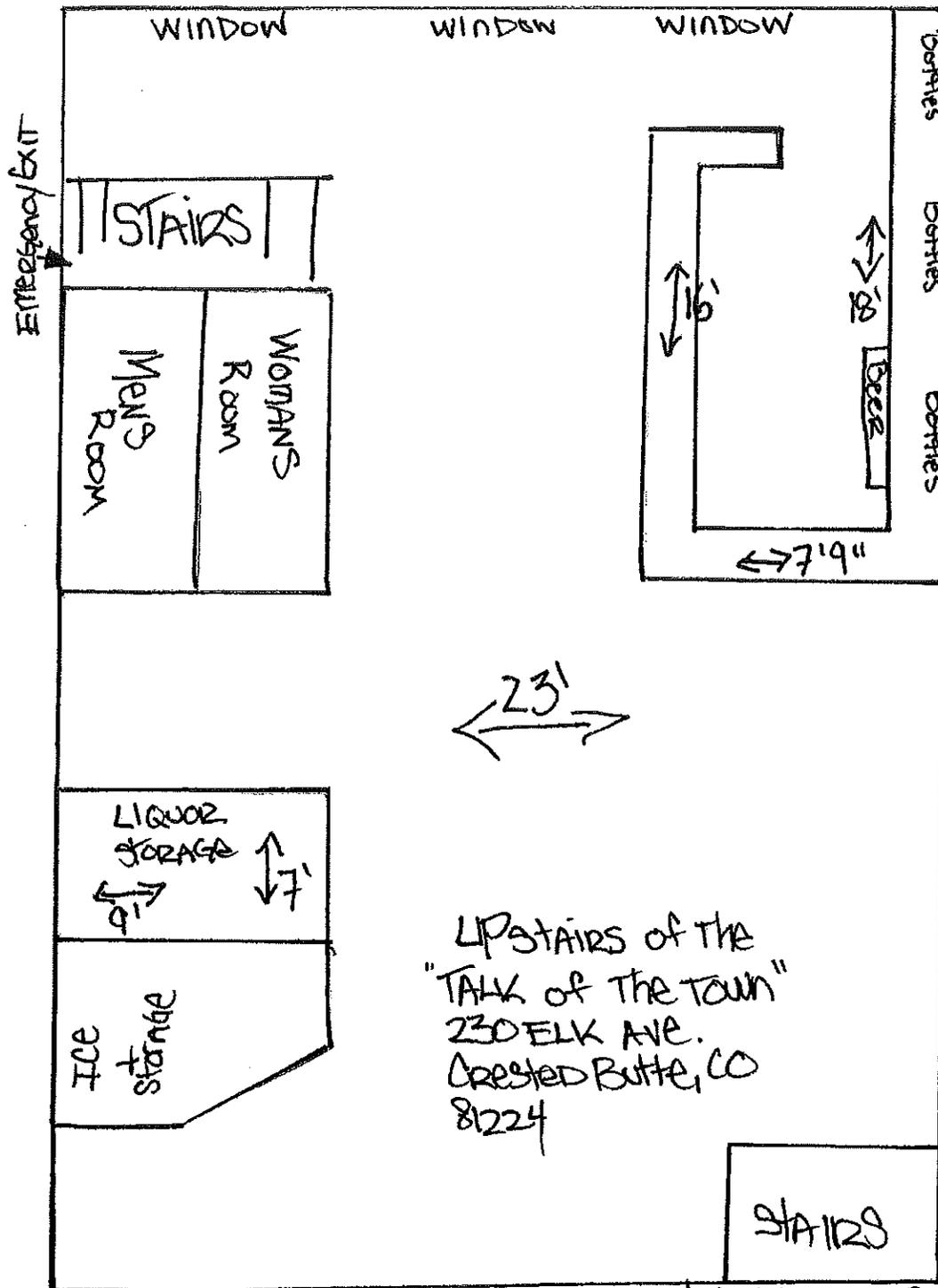
Huckstep	Aaron		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 2958			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Crested Butte	CO	81224	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

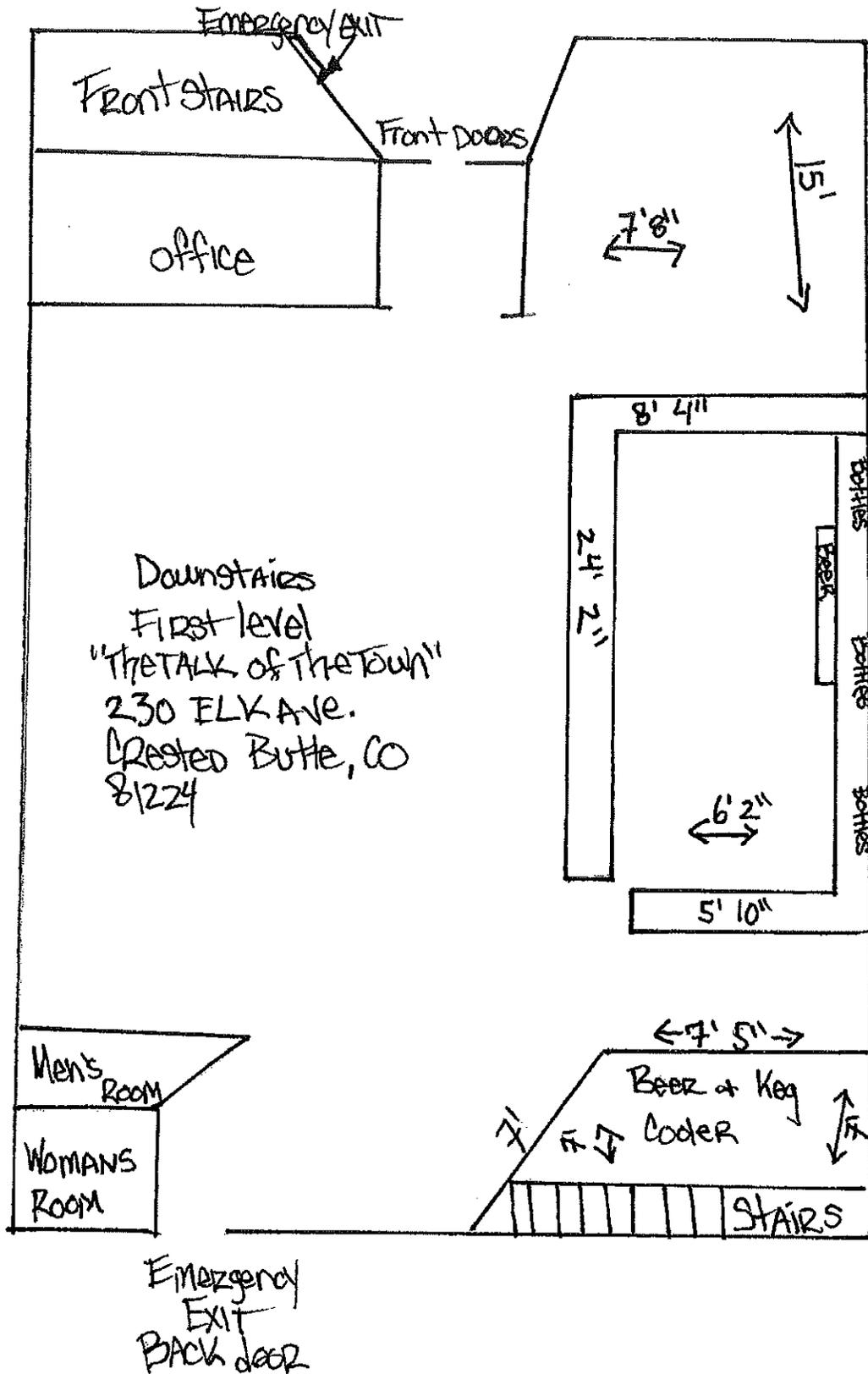
Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



UPSTAIRS OF THE
"TALK OF THE TOWN"
230 ELK AVE.
CRESTED BUTTE, CO
81224

STAIRS LEAD TO BACK
DOOR & EMERGENCY EXIT
ALSO ACCESS TO FIRST
LEVEL



P.O. Box 2308 • Silverthorne,
Colorado 80498



970-468-0295 • Fax 970-468-
1208 qqwater@nwccog.org

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 and Upper Gunnison Water Conservancy District are also QQ members. 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 monitors water development activities and participates in legislative and administrative proceedings that affect water quality or quantity in the basin of origin. QQ meetings operate as a forum for policy formulation and strategic decision-making by QQ members. Day-to-day aspects of the QQ program are administered through a contract for services staffed by Barbara Green, Lane Wyatt, and Torie Jarvis. Together, they offer a combination of legal, public policy, lobbying and environmental engineering skills to the membership.

CURRENT QQ PROJECTS. The following is a list of ongoing and completed projects, organized according to QQ's five core policies:

Policy 1. Protecting and implementing local government authority to protect water resources

- Protection of local 10401 authority. In 2016, QQ developed a [spreadsheet that compares federal and state permitting of water-related projects to example elements of 1041 permits](#). The document demonstrates that, while 1041 application materials generally do not require burdensome additional information from a permittee, a local government is able to examine additional information about the social, land use, and environmental impacts of a project in determining whether a project meets 1041. QQ also participated in the 2016-2017 formulation of the Colorado Water Conservation Board's [Colorado Water Supply Planning and Permitting Handbook](#), with Lane Wyatt and Eagle County Commissioner Kathy Chandler-Henry representing NWCCOG in the process.
- Legal representation of QQ regarding oil and gas development. QQ participated in the 2015 Governor's taskforce rulemaking and the 2017 flowline rulemaking before the COGCC, and filed an [amicus brief](#) to the Colorado Supreme Court in the City of Fort Collins vs. COGA case, all with the goal of protecting the authority of local governments in permitting oil and gas facilities.

Policy 2. Building coalitions and education

- Member education. QQ board meetings offer a forum for information sharing and education on state-wide issues along with addressing pertinent organizational business. QQ also provides technical memorandum on various issues, including responding to underpinnings of the formation of the Colorado Water Plan, the federal rulemaking on the Clean Water Act definition of "waters of the United States," and impacts of Aquatic Nuisance Species in the QQ region.
- Education on QQ's recreation and tourism economy. In 2018, QQ will finalize a study examining climate change impacts to water resources in the QQ region and potential economic impacts. In 2018, QQ will also issue an addendum chapter to its 2011 [Water and Its Relationship to the Economies of the Headwaters Counties](#) study, outlining the substantial accomplishments of QQ members since the study was released.
- Coordination and education to better link water planning and land use planning. In 2018, QQ will complete an assessment of water quality and water savings measures in member land use codes. QQ also will complete both Model Water Quality Protection Standards and Model Water Savings Standards for the QQ region. QQ currently

serves on the State's advisory board on the water and land use nexus, and is a technical advisor to Sonoran Institute's Growing Water Smart workshops.

- Colorado's Water Plan contains a chapter highlights the importance of integrating land use planning and water resource planning, due in large part to QQ members continually advocating to include this topic.

Policy 3. Oversight of transmountain diversion proposals and projects

- Technical support to Grand County during the EIS process for the Windy Gap Firming Project and the Moffat System expansion and participation in Learning By Doing.
- Support for implementation of the Colorado River Cooperative Agreement. The agreement resolves longstanding legal issues between the Denver Water Board and the West Slope and sets the stage for a new, cooperative way of approaching transbasin water issues, the idea for which was first developed through the Upper Colorado Project, a long-range water resources planning project initiated by QQ.

Policy 4. Protecting water quality

- Participation of QQ as a party in the Colorado Water Quality Control Commission rulemakings and tracking developments as result of new regulations.
 - In 2016, QQ represented the only local governments voicing concern for statewide changes to temperature standards that would have allowed for substantial warming of streams and rivers. QQ advocated for site-specific changes that could ensure fishery health while addressing temperature problems. In 2017, QQ participated in the Gunnison Basin water quality standards rulemaking to provide input on site-specific changes to temperature standards. Temperature will continue to be a priority in 2018-2019.
- Development of updated Model Water Quality Protection Standards for the QQ region, to be finalized and available in 2018.
- Active involvement in efforts to achieve a Grand Lake clarity standard and adaptive management to protect clarity in Grand Lake.
- Participation as a stakeholder in the development of a local alternative for the Colorado River Wild and Scenic process, which is part of BLM's resource management plan.
- Active involvement at the forefront of legal and technical water quality issues associated with abandoned mines in Summit County's Snake River watershed.

Policy 5. Influencing water policy

- Lobbying and providing member updates on legislation pertinent to QQ members and the headwaters region.
- Oversight and implementation efforts of Colorado's Water Plan, and the impact of such efforts on headwaters' interests.
- Participation in the Colorado River Basin Roundtable [a result of the 2005 Water for the 21st Century Act] and Non-consumptive Needs Subcommittee. Lane Wyatt serves on the Roundtable by appointment with Summit County Municipalities. Holding their interests in mind, he also considers all headwater issues including instream uses, recreation, the environment, and issues of transmountain diversions.
- Preparation of the NWCCOG 208 Regional Water Quality Management Plan, approved by the NWCCOG Board in May 2012 and currently under review by the Water Quality Control Division. The 208 Plan provides many of the legal underpinnings of QQ positions on water quality.

QQ MEMBERSHIP: **COUNTIES:** Eagle, Grand, Gunnison, Summit, Park, Pitkin **MUNICIPALITIES:** Aspen, Basalt, Breckenridge, Carbondale, Crested Butte, Dillon, Eagle, Fraser, Frisco, Granby, Grand Lake, Gypsum, Hot Sulphur Springs, Kremmling, Minturn, Silverthorne, Steamboat Springs, Vail, Winter Park, Yampa **WATER & SAN. DISTRICTS:** Basalt Sanitation District, Bellyache Ridge Metro District, Copper Mnt Consolidated Metro, Dillon Valley Metro, Eagle Valley Water & San, East Dillon Water, Fraser San., Granby San., Grand County Water & San., Hamilton Creek Metro, Kremmling San., Mid-Valley Metro, Silverthorne Dillon Joint Sewer Authority, Silver Creek Water, Snowmass Water & San., White Horse Springs Water & San., Winter Park Water & San., Winter Park West Water & San. **ASSOCIATE MEMBERS:** Colorado River Water Conservation District, Upper Gunnison River Water Conservancy District

Annual Report
Mountain Express
2017

The Intergovernmental Agreement (IGA) between the towns of Crested Butte and Mt Crested Butte establishes Mountain Express (MX) as a separate transportation entity and generally describes its operation. The IGA calls for an annual written report to the two towns and specifies areas to be covered.

Ridership

Through October 2017 MX buses carried 637,000 passengers, an increase of 13% from 2016.

Route Configuration

MX will once again provide service to Crested Butte South. Starting on November 22, 2017 and running until April 8, 2018, MX will provide six round trips per day from Crested Butte South to the Mt Crested Butte transit center. There will be three trips in the morning and three trips in the afternoon. MX will work with the Gunnison Valley RTA buses and together provide 17 round trips of service to Crested Butte South. The Crested Butte South POA has helped fund this service.

2017/2018 Winter Service – The town shuttle buses will run every 15 minutes until midnight, condo buses will run every 30 minutes until 11:00 pm and the Condo Express service will run from 11:00 pm until midnight.

The summer bus service ran through October 1st. Summer bus ridership increased 1% over last summer. The “Express Bus” operated from late June until early August and saw a 5% decrease in ridership.

MX continued to provide summer service to the Gothic town site from early June through mid-August. Ridership increased 6% over last summer. MX provided extended service to the Judd Falls parking area this summer with relative success. A total of 349 passengers took advantage of this service.

Operations

Employees are a major strength of MX. Employee turnover continues to be low. MX did not hire any new drivers for the 2017/2018 ski season.

MX works with Gunnison County and the Gunnison Valley RTA to provide the senior van operations, servicing the north end of Gunnison valley. MX is now reimbursed driver wages and mileage expenses from the Gunnison Valley RTA.

Special service is provided in addition to scheduled runs as needed and requested by the two towns and activity planners. MX provided 54 hours of extra late night service carrying 2,450 passengers from 10/31/16 through 9/30/17.

Fleet status

As more fully described in the capital plan, the bus fleet is old but it is improving. With the addition of three new big buses expected in 2017, the average age of the fleet improved to 8.6 years for the big buses and 6.4 years for the small buses. FTA funding was secured to purchase those three vehicles.

MX will receive four new buses in 2018, three big and one small. FTA funding was secured to purchase those four vehicles.

A new shop repair truck was purchased in 2017 at a cost of \$138,000. This new truck will enable the mechanics to repair the bus onsite without the need of a tow truck. The funds for this purchase came out of the Capital Reserve account.

Financial status

Salaries hourly wages were increased 5% in 2017 and in 2018 a similar wage increase will be given. Health care costs continue to increase every year even after an increase in deductibles. Vehicle repair and fuel costs are difficult to budget and control. Projections for 2017 show net income after capital expenditures of \$4,250. The board has set up \$750,400 in operating reserves to provide for emergencies and cash flow delays and capital reserves of \$450,000. Additionally, projections show about \$300,000 in fund balance at December 31, 2017, which may be used for bus purchases if additional capital grants are received.

Service agreements

The IGA between the two towns is current through August 31, 2027.

Recommendations

The focus of the board is to meet growing service needs and upgrade the bus fleet.

Board Approved November 30, 2017

Capital Plan
Mountain Express
2017

Background

Bus fleet is presently 11 large and six small buses. Large buses (39 passengers) are generally used on the town routes and small buses (24 passengers) on the condo routes. The large buses average eight years and 139,500 miles. The small buses average six years and 78,000 miles. Of the 17 buses, nine have engines with over 10,000 hours. Because of the age of the buses, repairs are a major cost (about \$97,000 per year). During peak ski season day's six town buses, three condo buses and one CB South bus are used. Additionally, 4 buses are rotated every other day on the 4 high mileage routes, resulting in continuing use for 14 buses. The other 3 buses are used for back-up whenever buses are out of service for repairs or maintenance. Since 2015, three large buses and three small buses were purchased. Those buses were purchased with 80% funding grants received from FTA and 20% local funding from MX.

MX purchased a new senior van in 2017 using FTA grant funds and a 20% MX match.

MX will purchase three big buses in 2017, also using FTA grant funds with a 20% MX grant.

A new shop repair truck was purchased in 2017 with the money coming out of the Capital Reserve account. The remaining vehicles are a senior van purchased in 2001 with 96,800 miles and three pickup trucks used by managers and supervisors were purchased in 2005, 2006, and 2011 with 117,700, 70,900, and 28,100 miles.

MX is applying for a FTA grant to replace the 2005 and 2006 shop trucks in 2018.

The bus barn was completed in 2009 and a bus lift was added in 2012.

Considerations

- Determining a replacement policy for buses is difficult because of the way the buses are used, with low mileage, much engine idling, and our excellent repair capabilities. With two full-time mechanics and a complete shop, we can keep buses running indefinitely, although they begin to look shabby and become costly to keep repairing.
- Since there is little salvage value, old buses are retained and used lightly until a major repair is needed or for parts.
- The newest small buses are used on the Town routes during off-season.

- With the back-up buses, ridership increases will have a minimal impact on capital needs.
- It takes up to six months to receive a new bus. The ideal time to receive new buses is in the fall to allow time to get them broken in before the ski season.
- Total bus miles in the 12 months ended October 2017 was 200,800 with 18,800 service hours.
- Big buses cost \$188,000 and small buses \$145,000.
- Buses have been purchased using FTA grants and a 20% local match. The deficits being debated in Washington could result in future reductions to FTA funding and therefore reductions in future grants available.
- Cameras and digital destination signs were installed in the buses purchased beginning in 2014 and will be included in future bus purchases.

Plan

FTA funding has been secured to purchase three big buses in 2017 for delivery still expected 2017 and to be put into service for the 2017-2018 ski season.

FTA funding has been secured to purchase three new big buses and one small bus in 2018.

On a continuing basis, we should be purchasing at least one bus each year, which has been done in the last few years. Exactly what to purchase and when will depend on grants received and cash available.

MX is also looking into expanding the current facility so that more than 5 buses can be stored inside and out of the snow. A joint project with the Town of Crested Butte and Cyprus is being explored with a potential of building a 12-14 bay shop which would allow all the buses to be stored inside.

Mt. Crested Butte is also looking into providing storage space for the condo buses.

Board Approved November 30, 2017

Appendix A: Vehicle Roster and Fleet Replacement Plan

Vehicle ID & Name	VIN	Year	Age (Years)	Make	Model	Fuel	Accessible?	Capacity	W/C Positions	Mileage*	Engine Hours	Status in Service	Condition	Life Expectancy	Earliest Replacement	Desired Replacement	Grant Funded Replacement - Year & Type	Notes
31 Marlian	1T75R2B20S1133850	1995	22	Thomas	Transit Liner	Diesel	Y	39	2	257,156	21,414	BU	Fair-3	10	2005	2015	FY 2017 FASTER	New Transmission
32 Rock	1T75R2B22S1133851	1995	22	Thomas	Transit Liner	Diesel	Y	39	2	226,423	20,518	BU	Fair-3	10	2005	2015	FY 2017 FASTER	
39 Corn	1BABKBA31F099130	2001	16	Blue Bird	Transit Liner	Diesel	Y	39	2	298,648	19,925	FT	Good-4	10	2011	2016	FY 2017 FASTER	New Engine; formally 2016 5311
42 Zodiac	1T75R2B2021117941	2002	15	Thomas	Transit Liner	Diesel	Y	39	2	257,294	21,189	FT	Good-4	10	2012	2017	FY 2017 5311	
43 Dragon	1T75R2B2221117942	2002	15	Thomas	Transit Liner	Diesel	Y	39	2	250,052	20,385	FT	Good-4	10	2012	2017	FY 2017 5311	4th fuel injection pump replacement
44 Bench	1T7YR2C2751159037	2005	12	Thomas	Transit Liner	Diesel	Y	39	2	173,925	15,349	PT	Fair-3	10	2015	2018	FY 2018 FASTER	
45 Cow	1T7YR2E20A1128347	2010	7	Thomas	130VN	Diesel	Y	39	2	166,026	12,316	FT	Good-4	10	2020	2020		
46 Aspen	1T7YR2E22A1128348	2010	7	Thomas	130VN	Diesel	Y	39	2	139,457	9,936	FT	Good-4	10	2020	2020		
49 Bike	1BABNBCA9FF309055	2015	2	Blue Bird	R3RE 3904	Diesel	Y	32	2	75,858	6,711	FT	Good-4	10	2025	2025		
11 PAWS	1BABNECA7G321741	2016	1	Blue Bird	All American	Diesel	Y	38	2	52,591	4,597	FT	Good-4	10	2026	2026		
12 Surf	1BABNBCA5GF321740	2016	1	Blue Bird	All American	Diesel	Y	38	2	49,493	4,079	FT	Good-4	10	2026	2026		
40 Party	1BAABCPA31F099131	2001	16	Blue Bird	Transit Liner	Diesel	Y	26	2	164,426	14,421	PT	Fair-3	7	2008	2016	FY 2016 FASTER	
41 Magic	1BAABCPA52F204861	2002	15	Blue Bird	Transit Liner	Diesel	Y	26	2	186,231	18,100	FT	Fair-3	7	2009	2016	FY 2017 5339	
47 Happy	1BABDCPA6DF295485	2013	4	Blue Bird	Transit Liner	Diesel	Y	26	2	45,304	5,325	FT	Good-4	7	2020	2020		Having maintenance issues. Body condition is excellent, mechanically good condition rating.
48 Star	1BAABCPA1FF308210	2015	2	Blue Bird	T3FE 2903	Diesel	Y	26	2	36,376	3,300	FT	Good-4	7	2022	2022		Under warranty, having electrical issues.
10 Valley	1BAABCPA5GF321818	2016	1	Blue Bird	T3FE 2903	Diesel	Y	26	1	25,544	2,777	FT	Good-4	7	2023	2023		
14 Bubble	1BAABCPAX1HF332069	2017	0	Blue Bird	T3FE 2903	Diesel	Y	26	1	9,830	1,018	FT	Good-4	7	2024	2023		
60 Senior's Van	1GBJG331R211209500	2001	16	Goshen	POC	Gas	Y	10	2	95,808		PT	AVG 3.5/7 Fair				FY 2016 FASTER	New to fleet
61 New Senior's Van	1FDEE3FSSGDC55758	2016	1	Glavel	BOX	Gas	Y	12	2	10,338		FT	Fair-3	5	2006	2015	FY 2016 FASTER	Formally 5339 15
57 Dodge	3D7KS26C65G858517	2005	12	Dodge	Pickup	Diesel	N	3	0	170,796		FT	Good-4	5	2021	2021		New to fleet
58 Dodge	1D7HW28N6S837784	2006	11	Dodge	Drakota	Gas	N	5	0	70,982		FT	Marginal-2	4	2009	2015		
59 Toyota	3TMLJ4EN6BMO65514	2011	6	Toyota	Tacoma	Gas	N	5	0	28,123		FT	Fair-3	4	2010	2016		
50 Ford	1FD0W5H19HEC47248	2017	0	Ford	F550	Diesel	N	6	0	2,023		FT	Good-4	4	2015	2020		
							N	6	0			FT	Excellent-5	4	2021	2021		
													AVG 3.5/5 Fair					

Color Key

- Replaced with CDOT funding and received new buses. Buses can be put into BU status or removed from fleet
- Replaced with CDOT funding in 2016. Contract will be received in Fall 2016, orders placed and buses received in winter 2017.
- To be replaced with CDOT funding in 2017. Buses to replace these vehicles will arrive in 2018.
- Vehicles to replace for in calendar year 2018 (2018 contract; 2018 for order/delivery; FY 2019 FASTER or FTA 2018 funding)
- New to fleet

* as of 10/17/17
Last updated 10/17/17
See Appendix B disposal list for current disposals

Mountain Express 2018 Draft Budget October

Board Approved November 30, 2017	2018 Budget
INCOME	
Operating Grant	\$235,000
Interest income	3,000
Advertising	12,000
Service revenue	16,500
Senior Van Service	14,000
Other	1,000
Admissions tax-Mt CB	204,200
Mt CB sales tax	464,300
CB sales tax	<u>813,800</u>
TOTAL REVENUE	1,763,800
EXPENSES	
LABOR & BENEFITS	
Permanent salaries	255,900
Seasonal hourly	537,500
Overtime	5,000
Late night shift	700
Sick leave	5,000
FICA	66,200
Health insurance	195,200
Retirement	44,100
Medical exams	3,500
Drug/alcohol screens	3,400
Uniforms	5,000
Bonus	27,000
Other Benefits	<u>3,500</u>
Total	1,152,000
RENT & UTILITIES	
Rent	4,200
Utilities	19,500
Telephone	6,000
Trash	1,200

Mountain Express 2018 Draft Budget October

Building repairs	3,000
Snow removal	<u>2,000</u>
Total	35,900

ADMINISTRATIVE

Administrative service	42,600
Audit	4,200
Legal services	1,000
Consultants	11,000
Travel	3,000
Office expense	8,000
Membership	7,000
Education/Seminars	<u>1,200</u>
Total	78,000

2018
Budget

INSURANCE

Vehicle Insurance	30,000
Workers comp	39,000
Unemployment	<u>2,300</u>
Total	71,300

VEHICLE EXPENSE

Repair & maintenance	97,000
Shop supplies	15,000
Fuel	100,000
Oil & fluids	18,000
Tires	30,000
Operations	9,000
Tools	700
Signs	1,000
Other	<u>300</u>
Total	271,000

Mountain Express 2018 Draft Budget October

TOTAL OPERATING EXP	1,608,200
NET INCOME BEFORE CA	155,600
Big Bus	374,000
Federal grant	-299,200
Big Bus	187,000
Federal grant	-149,600
Big Bus	151,000
Federal grant	-120,800
Bus painting	10,500
Shop gate	10,000
New shop truck match	15,000
Total	<u>177,900</u>
NET INCOME AFTER CAP	<u>-\$22,300</u>



To: Mayor Schmidt and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Slate River Annexation Concept Review**
Date: January 22, 2018

Background

The Slate River Major Development 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 to the Town. At this time, the Developer approached the County about the possibility of a major subdivision in the County. Based on the need for Town water and sewer service, the Developer subsequently entered into a Pre-Annexation Agreement and an Amended Pre-Annexation Agreement with the Town governing the extension of services and provided for the annexation of part of the development to the Town. These Pre-Annexation Agreements are summarized below. A more detailed discussion of these Pre-Annexation Agreements is found in the August 3, 2017 confidential Legal Memorandum from Sullivan Green Seavy regarding Cypress Annexation and Slate River Development. SGS has re-sent that to Council via a separate confidential email.

The Pre-Annexation Agreement (Reception #638399)

In 2016, negotiations between the Developer and the Town about extending sewer service to the Development resulted in the first of two pre-annexation agreements between the Town and the Developer. The first Pre-Annexation Agreement establishes terms and conditions for sewer service to serve a hybrid development project in which the east portion of the development (“East Parcel”) would occur in the unincorporated area of the County, followed by the annexation of the remaining west portion of the property (“West Parcel”) into the Town. The Slate River is the dividing line between the Town and unincorporated development in the County.

In exchange for sewer service to both the West Parcel (the portions of the development to be annexed) and the East Parcel (the portions of the development remaining in the unincorporated County), the Developer and Town agreed, generally, to the following:

- The Town will provide sewer service to 23 single-family homes and up to 23 accessory dwellings or accessory structures located on the East Parcel in the unincorporated area of the County. The Developer can build an owner’s complex on the East Parcel. The single-family

homes may not exceed 5,000 square feet, and accessory structures shall not exceed 750 square feet.

- The Developer will retain six additional residential lots on the West Parcel to be annexed to the Town, zoned residential, and subdivided.
- The Developer will convey four lots (“Town Parcels 1-4”) on the western parcel to be used for several different public uses as described below.
- Town Parcel 1 (2.87 Acres) will be zoned “P” Public. If an emergency services facility is constructed in this development it may only be constructed on this parcel. The pond (low quality wetlands) may not be developed except for road construction or for the storage of irrigation water. No building constructed on this parcel may exceed 30’ in height.
- Town Parcel 2 (2.23 Acres) will be zoned “P” Public. This parcel may only be used for open space, recreational facilities, parks, or playfields, libraries or museums, art centers, schools, essential governmental uses (but not public utility facilities), a bus stop, and parking ancillary to the foregoing uses. The Developer is responsible for the cleanup of portions of the old landfill located on this Parcel 2.
- Town Parcel 3 (1.01 Acres) will be zoned “A-O” Agriculture-Open District, “P” Public, “R2A” Residential, and/or “R4” Residential/Multi Family; provided, however, that if Town Parcel 3 is zoned “R2A” or “R4,” Town Parcel 3 can only be used for the development of affordable housing. The Developer is responsible for the cleanup of portions of the old landfill located on this Parcel.
- Town Parcel 4 (3.89 Acres) will be zoned “A-O,” “P,” “R2A” and/or “R4”; provided, however, that Town Parcel 4 may only be used as open space and/or parks until the earlier to occur of (i) the sale and closing of all of the residential lots on the East Parcel and the Applicant Retained Lands, (ii) 10 years from the Effective Date of the agreement (March 2026). For this lot to be developed further in the future the Town would be responsible for the additional cleanup of the landfill located on the land.
- The Developer is responsible for the construction of a river trail and fencing located adjacent to the Town Shop Yards within 2 years of annexation. The applicant reserves the right to install buffers and other mitigation measures as agreed by both parties.
- The Developer will dedicate a boat launch easement with the dedication of the described Town Parcels above.
- The Town will be responsible for the annexation, subdivision, and zoning applications and proceedings for the West Parcel.
- The Developer is responsible for the construction of all utilities, roads (including the extension of 8th Street), and other infrastructure to serve both the Town annexed lands and County portion of the development. The Developer will provide a warranty for all Town maintained-infrastructure for a two year warranty period.
- The Developer will adhere to more stringent wetland setbacks on the East Parcel as approved by the County.
- The Town will contribute \$350,000 to the Developer to assist with the landfill cleanup on Town Parcel 3.
- The Developer will pay out of Town tap and user fees for sewer service.

Amendment to Pre-Annexation Agreement (Reception #643828)

The second agreement amended the first Pre-Annexation Agreement because of concerns raised by the County Planning Commission and Board of County Commissioners regarding the Developer's plans for water supply. The amendment covers the terms and conditions for the Town to extend water service to the East Parcel in the County in exchange for senior water rights in the McCormick Ditch among other consideration. The Town and the Developer agreed generally to the following:

- The Developer purchased and delivered the senior rights in the McCormick Ditch to the Town. From the water court decree, the first 6 acre feet of historic consumptive use will go to the Town. The next 6 acre feet of historic consumptive use will go to in stream flows to be used by Verzuh downstream. (These retained water rights have been since purchased by the Town from Verzuh. The Town has currently filed in water court for all 18 acre feet of historic consumptive use of the senior water rights in the McCormick Ditch).
- The Developer is responsible for all water infrastructure extensions to service the development.
- The Developer will adhere to the Town's water regulations in both the East Parcel (in the County) and the West Parcel annexed to the Town.
- The Developer will pipe raw irrigation water down 8th Street from the McCormick Ditch to irrigate the Town Parcels that will be annexed.
- The Developer will place a voluntary 3% Real Estate Transfer Tax ("RETT") on the residential sales in the East Parcel. The RETT will not be imposed on the sale of the first lot to be sold.
- The Developer would pay out of Town water tap and user fees for the residential development on the East Parcel.
- The Developer agreed to adhere to the Town's Wood burning stove regulations.

Both the Pre-Annexation Agreements and the Amended Pre-Annexation Agreement are tied to the County's approval of the Major Subdivision of 23 residential lots on the East Parcel. The County has approved the Major Subdivision which has set in motion the Town annexation of the West Parcel and its zoning and subdivision.

Legal Implications of the Pre-Annexation Agreements

Pre-Annexation and Annexation agreements are typical for many annexations in Colorado. The annexation process is governed by the Colorado Annexation Act which sets forth the rules and procedures for Council actions and public hearings throughout the process, and the Town Code. The terms of both agreements outlined above are the results of over a yearlong negotiation between the developer and the Council on how the property would be developed. Generally, these agreements were drafted to establish an understanding between the Town and the developer regarding sewer and water service, annexation of the western portion of the development, the zoning of parcels located in this portion of the development, conveyance of parcels to the Town, and the voluntary cleanup plan ("VCUP") of portions of the landfill.

These agreements are binding contracts. The Town cannot unilaterally impose requirements on the Developer beyond those provided in the Pre-Annexation and the Amended Pre-Annexation Agreement. Further negotiations between the Council and the Developer would be required to address any issues not covered by the agreement. An annexation agreement may be required as the

project moves forward through the annexation process. Keeping an open dialogue with the Developer throughout the process will be important as matters specifically not addressed in the agreements arise.

Work Currently Occurring and Voluntary Clean-up Process

At this time, the Developer is installing infrastructure to service the East Parcel (the portion of the development that will remain in the unincorporated County) as required by a Development Improvements Agreement with Gunnison County. The County is holding surety to ensure the completion of the required infrastructure work is completed as engineered as approved by the County. All work occurring at this time is under the jurisdiction of Gunnison County.

The Town has also executed a Development Improvements Agreement for the infrastructure that will be accepted by the Town, including the water and sewer delivery systems and roads on the West Parcel. The Town is also holding a surety for this work.

The Developer is responsible for cleaning up and capping portions of the landfill located under the parcels that will be dedicated to the Town. Per Section 6.3 of the Pre-Annexation Agreement, connection to the Town's water and sewer system is contingent upon the successful implementation and completion of the remediation work. The Developer is conducting the remediation pursuant to the Voluntary Clean-up Program administered by the Colorado Department of Human Health and the Environment. Per Section 6.3, if the Developer does not get a No Action Determination (i.e. a letter stating that the property meets clean-up standards for its intended uses) from CDPHE, the Pre-Annexation Agreement is "null and void, and the parties shall have no further obligations to one another."

At this time, an application for the VCUP remediation plan has been approved by CDPHE and the Developer has contracted with Casey Resources to complete the cleanup work over the summer 2018. The conveyance of lands to the Town, and the connection to Town water and sewer services is contingent upon the final No Action Determination. The Town has hired JVA engineers to provide additional oversight of the cleanup as it progresses.

Annexation, Subdivision, and Zoning Process

Attached to this memo is a detailed outline of the annexation, subdivision, and zoning process. The annexation process is driven by the Colorado Annexation Act and involves several required public hearings. While the annexation process is proceeding, the Town will also be processing the subdivision and zoning of the property which will require additional public hearings by the Planning Commission, BOZAR, and the Council. The following are preliminary dates for public hearings on the application over the next 4 months. Staff will continue to update these dates as the application proceeds through the public process.

Concept Annexation Review by Town Council January 22, 2018
 Continued Concept Annexation Review by Town Council February 5, 2018 (If necessary)
 Sketch Plan Work Session with BOZAR February 27, 2018
 Sketch Plan and Zoning Recommendation with BOZAR Public Hearing March 27, 2018
 Planning Commission Sketch Plan Review April 2, 2018

Concept Annexation Review Process

Concept Review is required by Section 15-1-50 of the Town Code as the first step in the annexation process and is intended to allow the Developer¹ to obtain an informal response from the Town Council on the development prior to the submittal of a formal annexation petition. The Code requires the applicant to provide details of three main concepts: transportation, land uses, and water and sewer services. Attached to this staff report are maps detailing the lands to be annexed, and the proposed lot and road layout of the subdivision. It is important to understand that the Developer is *not* required to submit detailed engineering plans, lot layouts, wetland studies, or other details at the Concept Review stage. While there may be a desire to see additional details, the Code only requires that the applicant have a concept for the layout for the property. The concept layout in turn will dictate more detailed plans as we move forward. As mentioned above, the Town cannot impose additional requirements beyond those set forth in the Pre-Annexation Agreement and the Amended Pre-Annexation Agreement.

Transportation Proposal

The Developer has proposed two connections to the development from existing public roads. Both road connections are required to be built to Town standards by the Developer. First, the main road named Pyramid Avenue runs west to east across the development connecting to Gothic Road. This intersection was required by the County to be improved to County standards including a north bound right turn lane into the development and a south bound left turn lane into the development. The Developer has installed a bridge over the Slate River to provide access to the East Parcel subdivided residential lots on the eastern portion of the development.

The second connection is the extension of 8th Street from Butte Avenue north through the Public Works Shop yards. The road will extend north of Pyramid Avenue to provide access to the six Developer retained lots to be annexed to the Town.

Under the Annexation Agreement, the Developer is required to create a river trail along the northern boundary to connect to the Rec Path. The trail will traverse the south side of the Slate River to Butte Avenue and extend along the eastern boundary of Block 80. The Developer is also responsible for the extension of the 8th Street greenway sidewalk north to Pyramid Avenue. This will create a loop around the Public Works Shop Yard.

Land Use Proposal

As described above, and as required by the Pre-Annexation Agreement and the Amended Pre-Annexation Agreement, there will be ten lots created in the annexed portion of the development. Of those, the Developer will retain six residential lots. The Town and Developer have agreed that these lots will be zoned R1D. BOZAR will review this zoning request and make a recommendation to the Council as the application moves forward. The Public hearing for the zoning consideration is tentatively scheduled to go before BOZAR on March 27, 2018.

The Town will retain four lots for public uses. The proposed land uses range from varying possible public uses such as emergency operation centers, schools, parks, snow storage, open space, trails, and other governmental facilities etc. to land for additional affordable housing. Once these lots have been subdivided and transferred to the Town, master planning with different agencies will need to occur to determine the most appropriate uses for these lots.

Water and Sewer Services Proposal

The ten lots will be served by Town water and sewer services. The Town received water rights as described above that have been transferred by the Developer to the Town. All Developer retained lots that will be annexed to Town will pay in Town tap and user fees.

Approval of Concept Review

Approval of the concept application means, “Per Section 15-1-50 (3)(b) ... Only in the event the Town Council approves the concept annexation request may the applicant proceed to file a formal annexation petition and other necessary submittals required under Section 15-1-60...”

If Concept Plan is approved, the formal review process will begin. The applicant would have a considerable amount of additional details, engineering, and studies to submit with the formal application. There would be a variety of opportunities for agencies and the public to comment. Public hearings would be held by BOZAR, the Planning Commission, and Town Council. The public would have an opportunity to comment throughout the process via public hearings.

Council Direction Requested at this Time

Concept Review is intended to be a non-binding conversation between the Council and Developer. The staff encourages questions from the Council on the process moving forward or comments on the proposal. The Council may take public comment but this is not a public hearing. There will be several public hearings moving forward through the required annexation, zoning, and subdivision processes.

Recommended Action

Town Staff recommends the Council either make a motion to continue the Concept Review application the February 5, 2018 Council meeting to allow additional information from the applicant or make a motion to approve the concept annexation application and begin the formal annexation process.

Annexation and Major Subdivision Review Procedures

(For Quick Reference Only, Please See Articles 15, 16, 17 of the Town Code)

STEP 1

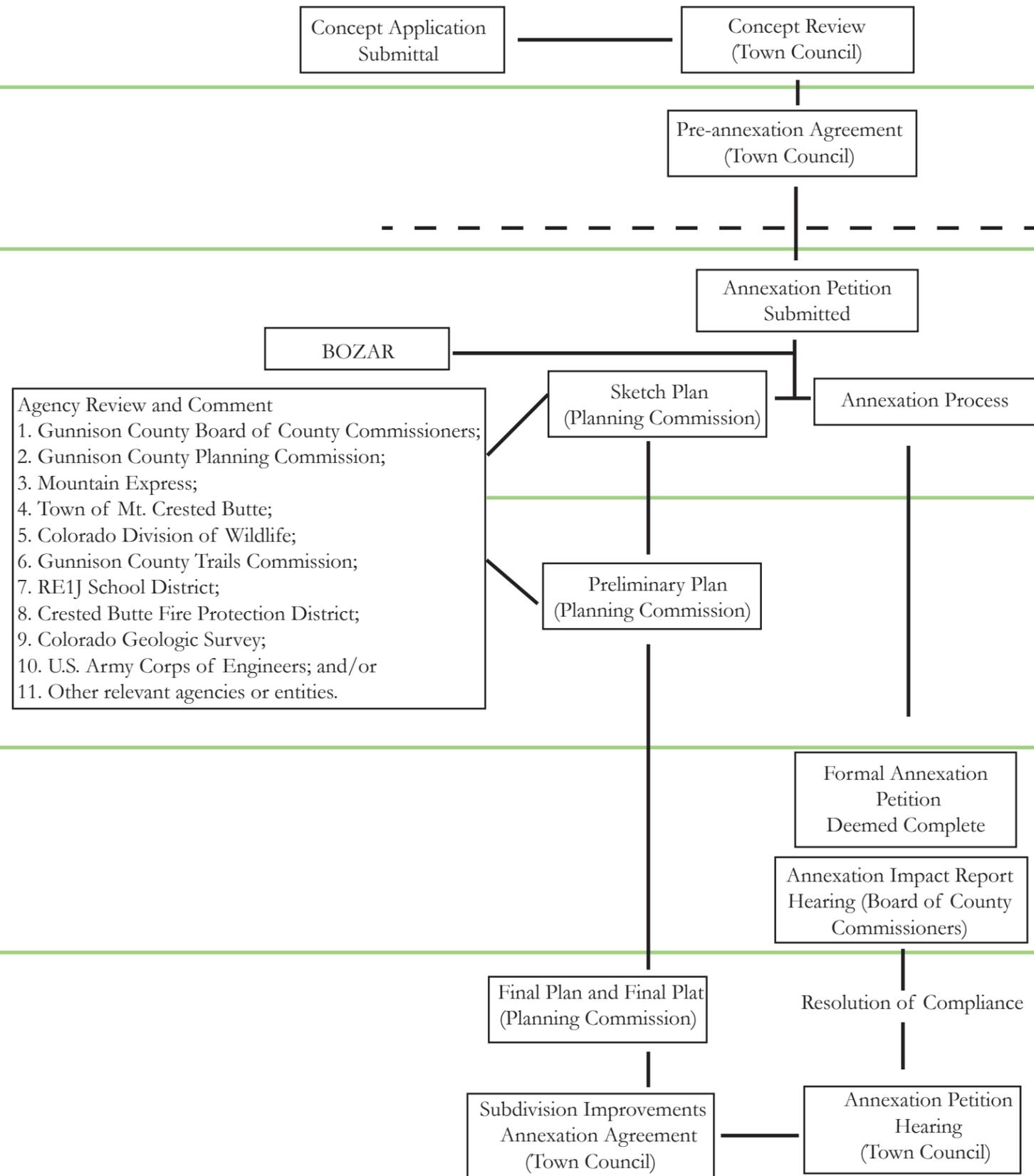
STEP 2

STEP 3

STEP 4

STEP 5

STEP 6



Step 1. Concept Annexation Review

This stage is designed to allow the applicant to obtain an informal response from the Town Council on concepts and site layout. Key review criterion at this stage of the application includes:

- Land Uses
- Proposed Parks and Open Space
- Site Constraints
- Water and Sewer Connections
- Affordable Housing
- Transportation Systems

Step 2. Pre-Annexation Agreement

A pre-annexation agreement is a useful tool for addressing unique circumstances with a land use applications that are not typically addressed in Town development codes. The unique aspects with this annexation application include the landfill remediation, the use of Town owned property, the need for a facility master plan for the Public Works Yard, the possibility of the fire station/Marshall relocation, and the possible need for engineering at the waste water plant.

Step 3. Submittal of Annexation Petition & Sketch Plan Subdivision Review

The first stage of subdivision Sketch Plan Review which must be approved prior to a formal annexation petition being submitted. After a formal application is submitted by the applicant, Town staff reviews it for completeness. Once an application is determined to be complete, the Sketch Plan is scheduled for a public hearing with the Planning Commission. Prior to this public hearing, a 30 day comment period occurs with multiple agencies. BOZAR is also required to have a hearing on the subdivision during this time period. At this stage the applicant is required to provide lot configuration, densities, detailed plans, wetland studies, and other information. The Sketch Plan Review is a public hearing and public comment is taken.

Step 4. Preliminary Plan Subdivision Review

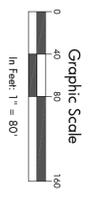
This is the most important stage of the review process and requires substantial submittals from the applicant including detailed engineering, plans, calculations and other studies. Senior staff comments along with the hired Town Engineer's report are incorporated into a report prepared by the Planning Director which is presented to the Planning Commission. At this point, the details of the project including phasing, funding, parks, affordable housing, building, impact fees and other issues are to be tracked and summarized for the Subdivision Improvements Agreement ("SIA") and Annexation Agreement ("AA") which is prepared and presented to Town Council in Step 6. The Preliminary Plan Review is a public hearing and public comment is taken.

Step 5. Annexation Impact Report

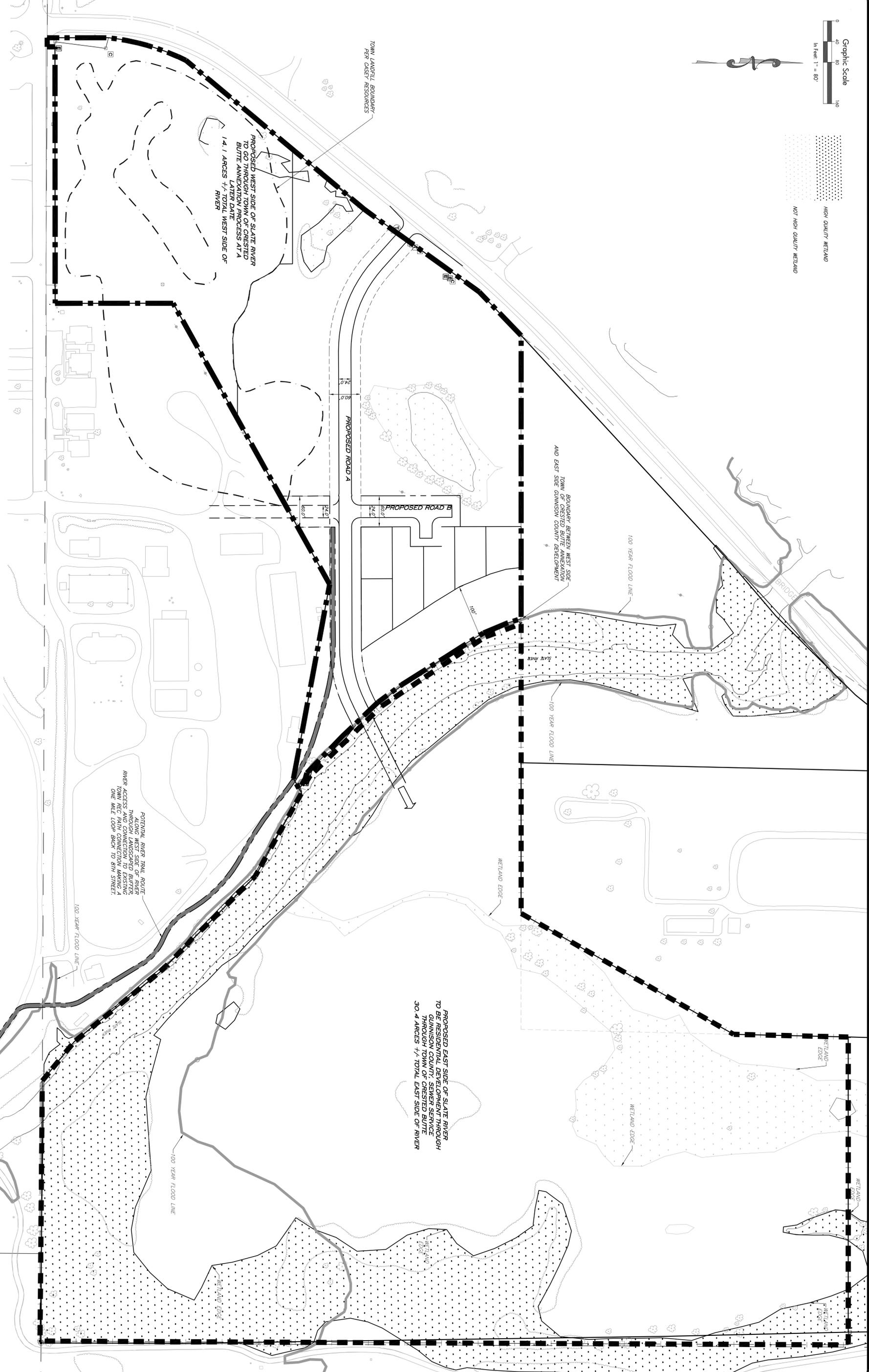
At this stage the Gunnison County Board of County Commissioners will conduct a public hearing on the impacts of the annexation on Gunnison County. The applicants are responsible for preparing the report and presenting to County Commissioners. Recommendations and requirements will be delivered to the Town Council for their consideration at Step 6.

Step 6. Formal Annexation Petition Review and Final Subdivision Plan Review

This is the stage of the process where final entitlements are put into place. Several meetings are required to finalize the development as well as a series of Resolutions and Ordinances. Noticing of these meetings and setting the public hearing is critical to the success of running a smooth meeting process at this juncture. There will need to be additional ordinances to annex and zone the property. Resolutions are prepared for agreements such as the SIA and AA and approvals of the final subdivision. This final process takes a minimum of three Council meetings. Special meetings need to be planned well in advance because they will need proper noticing. Once approved, the final plat and agreements will need to be recorded. Financial securities put in place for the construction of infrastructure. The Town Council takes action on the final annexation approvals with the exception of the approval of the Final Subdivision Plan. The Planning Commission convenes to approve the Final Subdivision Plan prior to the Council taking action on Final Annexation approval.



NOT FOR CONSTRUCTION



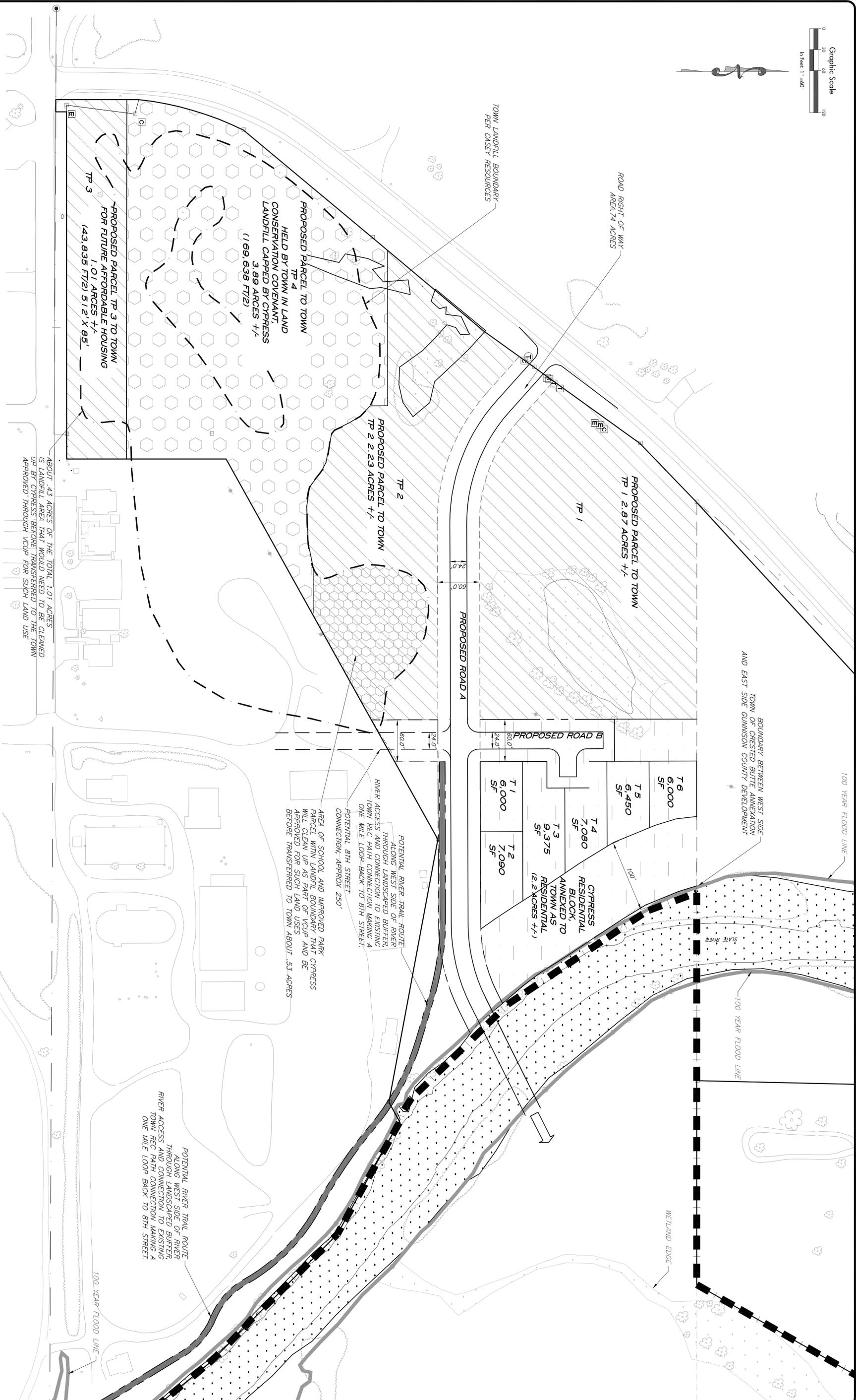
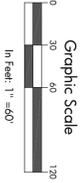
103 W. Tomichi Ave, Suite A
Gunnison, CO 81230
970.641.5355 www.sgminc.com

Slate River Development
Exhibit B

#	Revision	Date	By
1			

Extension of Sewer Service
Property Exhibit

Job No.	2015-201.001	1
Drawn by:	TH	1
Date:	12/22/17	
OC:	PE	
File:	SewerExhibitSlateRvr\1002\SiteDev\H-Dwg\X00DwgBackups\MiscDwgs\SewerExhibit\SlateRiverSiteplan2017	
		2



NOT FOR CONSTRUCTION

103 W. Tomichi Ave., Suite A
 Gunnison, CO 81230
 970.641.5355 www.sgm-inc.com

Slate River Development
 Exhibit B

#	Revision	Date	By
1			

Extension of Sewer Service
 West Side Scale Up

Job No.	2015-201.001	2
Drawn by:	EB	2
Date:	1/21/16	
CC:	RE	
File:	SewerExhibitBScaleUp2017	



To: Gunnison County Commissioners and Planning Commission
Thru: Cathie Pagano, Community Development Director
From: Crested Butte Mayor and Town Council
Thru: Dara MacDonald, Town Manager
Subject: Application No. LUC 17-00034 Major Land Use Change
 Corner at Brush Creek Sketch Plan Referral Comments
Date: **January 16, 2018-Draft 3**

The Town of Crested Butte requests that Gunnison County deny the sketch plan application for the Corner at Brush Creek. The Town has carefully reviewed the application, met with the applicant and closely followed the work sessions on this project and we feel strongly that the application should be denied. We have found that the application is far from satisfying many requirements of the Gunnison County Land Use Resolution and does not conform to the adopted advisory plans of the County and the Town.

The Town of Crested Butte is a strong proponent and experienced partner in developing affordable workforce housing. Over the past 25 years, the Town has been actively promoting the implementation of a robust workforce housing program that includes 258 deed restricted units. This equates to almost 21.7% of the Town's entire housing stock being deed restricted for local working residents. There are an additional 75 deed-restricted units already planned for construction in the next few years. The Town's housing program has been adopted to ensure that for sale and rental housing is available to the local workforce and that the various types of housing are designed for livability, affordability, neighborhood compatibility and respect of the Town's historic character and scale.

The Town continues to be supportive and appreciative of the County's stewardship of the land, natural resources and open vistas between the municipalities of Gunnison, Crested Butte and Mt. Crested Butte. We, the Town of Crested Butte, embrace the following values as stated in the One Valley Prosperity Strategy:

- A Good Life - we value living in a place with small authentic towns, a relaxed friendly atmosphere, and that is easy to get around, all of which contribute to our high quality of life;
- Connected to Nature - we value our Valley's incredible productive agricultural lands and large natural landscapes that contribute to our well-being and promote a commitment to environmental stewardship;
- An Engaged Community - we value our welcoming and civic culture that allows people to easily contribute to the betterment of the community; and

- A Secure Community - we value the security of living in small towns where familiarity builds trust and we can earn a good living.

Given these shared regional values and goals, the Town of Crested Butte would like to submit our comments, concerns and reasons for denial of this major land use change to the County Planning Commission and Board of County Commissioners for consideration in their review, recommendation and decision regarding the Corner at Brush Creek Sketch Plan.

Section 7-102 A. Compliance with all Applicable Standards. The proposed land use change shall comply broadly with, and the burden shall be on the applicant to demonstrate through competent evidence, that the proposed land use change complies with all applicable requirements of this *Resolution*.

Town of Crested Butte Finding:

The Town has found that the application does not comply broadly and conceptually with all applicable requirements of the County Resolution, including but not limited to the following specific LUR Sections:

- Section 9-601: Essential Housing, Purposes
- Section 9-604: Incentives to Provide Essential housing;
- Section 10-103: Residential Density;
- Section 13-103: General Site Plan Standards and Lot Measurements;
- Section 13-104: Setbacks from Property Lines and Road Rights-of-Way;
- Section 13-105: Residential Building Sizes and Lot Coverages; and
- Section 13-108: Open Space and Recreation Areas
- Section 13-110: Off-Road Parking and Loading.

Section 7-102 B. Compatibility with Community Character. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the development area, and shall not adversely impact the future development of the development area.

The proposed development is comprised of primarily 3-story, apartment buildings oriented towards a central common open space. The unit types range from duplexes to 30-unit apartment buildings. The architecture is described in the application as being “contemporary high altitude vernacular.” The materials and colors will be natural with wood, natural stone, stucco and non-reflective metal. Roof forms will vary among building types. The buildings along Brush Creek Road will have gable roofs; duplexes, 4-plexes and community center have shed roofs; and the 16-plex and 30-plex buildings have flat roofs with a maximum height of 37’-6” above grade.

Town of Crested Butte Finding:

Given the semi-rural setting, the Town finds that the architectural design and roof-forms are not consistent with the rustic architectural character of the adjacent Skyland and Buckhorn developments. Nor are the buildings at all similar to the mass and scale of those neighborhoods.

Additionally, the proposed Major Land Use change does not conform to the following adopted advisory yet comprehensive and visionary plans and the Housing Needs Assessment:

- *Crested Butte Three Mile Plan*, adopted as Ordinance No. 12, Series of 1993, with Updates
- *Crested Butte Land Use Plan*, adopted as Resolution No. 01, Series of 1996, with Updates

- *Crested Butte Area Plan*, July 5, 2011
- *Gunnison County Comprehensive Plan Crested Butte/Gunnison Corridor*, adopted by Gunnison County Planning Commission, October 7, 2005
- *Gunnison Valley Housing Needs Assessment*, November 2016

The following discussion provides detailed review of the Corner of Brush Creek project against the LUR and relevant adopted plans for both the Town of Crested Butte and Gunnison County. This detailed review provides the basis for our recommendation of denial of the project at this stage because it is so far from satisfying the requirements of the community of the Upper Gunnison Valley.

Town of Crested Butte Findings and Recommendation:

This project is located within the Town's Municipal Three-Mile Plan Area making it of significant concern to the town. The Town of Crested Butte is recommending denial of the Corner at Brush Creek Sketch Plan based on the fact that, broadly and conceptually, the Sketch Plan does not comply with the standards of approval for a Major Impact project as set forth in Section 7-102 of the Gunnison County Land Use Resolution ("Resolution" or "LUR").

The attached detailed discussion supports this recommendation of denial.

I. Relevant Adopted Plans:

Crested Butte Area Plan. On November 1, 1993, the Crested Butte Three-Mile Area Plan was adopted by Town Council acting as the Municipal Planning Commission; in 1996 the Three Mile Area Plan was included in the Crested Butte Land Use Plan. The Three Mile Plan was updated in 2004 and it was renamed the Crested Butte Area Plan. The most recent update of the Area Plan occurred in 2011 and includes the Corner at Brush Creek site. The purpose of the Area Plan is: 1) to comply with C.R.S Sections 31-12-101 *et. seq.* which require that there be a plan for a three mile area from any point of a municipal boundary prior to annexation and 2) to provide a basis for addressing and evaluating proposed development in unincorporated Gunnison County in the vicinity of Crested Butte. The Land Use Objectives of the Crested Butte Area Plan (page 18) include:

- Encourage development to take place in an orderly fashion by encouraging new development to expand upon existing urban services and to avoid patterns of leapfrog, noncontiguous, scattered development within the Middle Slate River Valley (MSRV).
- Avoid development which would be inconsistent with the scale and character of the Town of Crested Butte or with adjacent developed areas.
- Identify, protect and enhance major entryways into the MSRV in order to emphasize and preserve the natural setting and appearance of this community. Within three miles of Crested Butte, on parcels of land that extend more than a ¼ mile from SH 135, the Town encourages residential and commercial development (particularly buildings) to be located at least ¼ mile from the State Highway to help preserve the view.

Town of Crested Butte Finding:

The Town has found that the Corner at Brush Creek does not meet the objectives of the Crested Butte Area Plan in that it:

1. Does not expand upon existing urban services;
2. Is leapfrog, noncontiguous development;
3. Is inconsistent with the scale and character of the Town of Crested Butte and adjacent developed areas;
4. Does not preserve the natural setting and appearance of the community.

Gunnison County Comprehensive Plan-Crested Butte/Gunnison Corridor. In 2005, the Gunnison County Planning Commission adopted this Comprehensive Plan for the Crested Butte/Gunnison Corridor. While the plan is generally held to be advisory only, as a master or comprehensive plan it serves as a guide or compass to direct land use and future refinement of zoning or the existing land use regulations. The County Comprehensive Plan contains sections with Three Mile Plans addressing issues that should be considered when development is proposed within three miles of the largest municipalities in the County: Gunnison, Crested Butte and Mt. Crested Butte. The major policies for these Three Mile Plans include the following:

- The County and municipalities should work together to preserve the characteristics of the County that are important to community members.
- The County and the municipalities should work together to create a process of intergovernmental cooperation for development review within three miles of municipalities.
- The County should encourage compact and infill development.

- The County should create a program that preserves open space in remote and significant areas, and allows density to be transferred from preserved areas to locations near existing development.

The County Comprehensive Plan contains certain specific recommendations for the Corridor along State Highway 135, defined as the area between the Three Mile Planning Areas of Gunnison and Crested Butte. The six (6) recommendations for this area of the Comp Plan (page 87), include:

1. Preserve the visual qualities, the wildlife habitat and the existing level of services (transportation, utilities and public safety).
2. Through incentives (such as tax incentives available through the Crested Butte Land Trust or the Gunnison Ranchland Legacy program; acquisitions by those two open space organizations; the Large Parcel Incentives Process; and/or transfer of development rights), facilitate the preservation of open space and agriculture in the Corridor and encourage higher density development to locate within the urban growth boundaries or three-mile areas.
3. Minimize negative impacts of development during the County subdivision process by encouraging the protection of views and agricultural lands visible from SH 135 wherever possible and by working with land trusts, other conservation agencies and developers to achieve equitable open space purchase/designations in sensitive areas.
4. Uses along SH 135 should be agricultural or residential and those properties should be high priorities for conservation agencies or Transfer of Development Rights sending areas.
5. Discourage multifamily development in this corridor area with the exception of Almont and Crested Butte South.
6. Generally, no additional commercial or industrial development should occur within $\frac{1}{4}$ mile of SH 135 with certain limited exceptions.

By understanding the larger planning context and adhering the goals listed above for the Corridor between Gunnison and Crested Butte, the intent of the Comp Plan is that most new development will be encouraged to locate within the Three Mile Planning Areas of Gunnison, Crested Butte and Mt. Crested Butte. The following recommendations apply to all of these Three Mile Plans:

- Transportation Hubs
 1. The County and municipalities should work together to identify appropriate sites for public transportation hubs, which will help link transportation systems connecting the north and south ends of the Valley. Transportation hubs should:
 - a. Include adequate parking
Include restroom facilities; and
 - b. Be in convenient locations
- Public Transportation
 1. Affordable housing should be served with public transportation.
- Commercial Area Parking
 1. The municipalities should all acquire additional land for downtown commercial area parking.
- Housing
 1. Any new development within the Three Mile Planning Areas should include essential housing, both for-sale and long-term rentals.

Town of Crested Butte Finding:

The Town has found that the Corner at Brush Creek does not meet the objectives of the Gunnison County Comprehensive Plan-Crested Butte/Gunnison Corridor because it fails to:

1. Preserve the visual qualities, the wildlife habitat and the existing level of services (transportation, utilities and public safety);
2. Protect the views and agricultural lands visible from SH 135;
3. Discourage multifamily development in this corridor area;
4. Provide for public transportation to serve affordable housing since neither Mt. Express or the RTA is willing to serve without additional funding;
5. Include essential housing, **both for-sale and long-term rentals**

II. Essential Housing

The following are key definitions from the LUR Section 2-100 Definitions:

Affordable Housing means housing that is affordable to very low-income, low-income, or moderate-income as defined by the U.S. Department of Housing and Urban Development, and is legally restricted to occupancy solely by those very low-income, low-income or moderate-income person(s) through the use of a covenant, deed restriction, a Development Improvement Agreement, or by transfer of an appropriate interest to a state, county or municipal housing authority or nonprofit housing organization.

Essential Housing means housing for qualified households as determined by the Gunnison Valley Housing Authority.

Essential Housing Projects means housing developments in which all residences are deed restricted Essential Housing.

Qualified Household is defined as a household that earns less than 120% of AMI as qualified by the Gunnison County Housing Authority.

Workforce means persons who are employees in Gunnison County whose household incomes are categorized as low income (i.e. a household whose annual income does not exceed 80% of the area median income (AMI) as published annually by the U.S. Department of Housing and Urban Development) or moderate-income (i.e. a household whose income is between 81% and 120% of the AMI as published annually by the U.S. Department of Housing and Urban Development).

Town of Crested Butte Finding:

Since the Corner at Brush Creek proposal includes a mix of deed-restricted and market-rate units, it is not, by County definition, an Essential Housing Project since 100% of the units are not deed-restricted. Moreover, only 130 units (54%) that will be deed-restricted meet the current County definition of “Affordable” and/or “Workforce” Housing; the remaining 110 units (46%) that will be both, deed-restricted at 120-180% AMI and market-rate, do not meet the County requirement of being “Qualified Households.” This is not an Essential Housing Project by the County’s own standards though with 54% of the units being actual affordable, workforce housing units, the project does qualify for consideration of Essential Housing Incentives.

LUR Section 9-604 A. Required Incentives. Notwithstanding any other requirements of this *Resolution*, the decision-making body shall provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing:

County LUR Section 9-604 A. requires the decision-making body to provide **one or more** incentives for an Essential Housing Project or a residential mixed-use development in which a minimum of 40% of the residences are Essential Housing and because of deed-restriction, will remain Essential Housing. The list of potential incentives, if granted by the decision-making body include:

1. Expedited review process for Essential Housing Projects.
2. Increase in allowable residential living area.
3. Increase in building height.
4. Reduced setback requirements.
5. Deferred fees.
6. Modified development standards.

County LUR Section 9-604 B. Possible additional incentives may include:

1. Reduced parking requirements
2. Reduction in amount of open space.

Town of Crested Butte Finding:

The applicant has provided the minimum requirement of Essential Housing units (40%) by providing 54% of the units presumably qualifying as Essential Housing. However, the County is not required to provide more than one of the possible incentives.

The applicant has failed to clearly articulate: 1) what incentives are being requested; 2) why those standards need to be modified; 3) how the proposed variation meets the modification requirements; and 4) how this development proposal furthers the purposes of Essential Housing and meets the housing need as contained in County LUR Section 9-601. The Town has found that the project does not meet several of the purposes set forth in County LUR Section 9-601 because it does not:

1. Achieve and maintain a varied housing stock particularly regarding owner/renter ratios;
2. Reduce demands placed on transportation infrastructure;
3. Enhance the existing sense of “community” in Gunnison County.

Therefore, the Town recommends that the decision-making body should carefully consider which incentives it is willing to provide to the applicant; why the incentives are warranted; and whether this proposal comports with the County and municipalities broader values, policies, goals and objectives.

The Town finds that the following Incentives as contained in LUR Section 9-604 A. should not be provided to this major land use change for reasons that are further articulated below:

- Incentive 3 - Increase in building height;
- Incentive 4 - Reduced setback requirements;
- Incentive 6 - Modified development standards; and
- The additional incentive in LUR Section 9-604 B.1. Reduced parking requirements.

In 2016, the **Gunnison Valley Housing Needs Assessment** was prepared by Rees Consulting, Inc., WSW Consulting and Williford, LLC. It was a Valley-wide collaboration comprised of the following sponsors in alphabetical order: City of Gunnison, Gunnison County, Gunnison Valley Housing Foundations, Gunnison Valley Regional Housing Authority, Town of Crested Butte and Town of Mount Crested Butte. This study identified the need for housing valley-wide and within specific sub areas including the north end of the valley. After the Corner at Brush Creek Sketch Plan was submitted in 2017, the Town of Crested Butte commissioned Rees Consulting, Inc. to prepare an objective analysis of the proposed development to determine whether or not this proposal addresses the housing needs identified in the study for the north end of the Valley.

The 2016 Housing Needs Assessment estimated that 171 rental units are needed in the North Valley: 93 units as low-income (<80% AMI), 46 units as moderate income (81-120% AMI) and 32 units geared towards incomes between 121-200% AMI. The Corner at Brush Creek is proposing to develop 240 rental apartments with a unit mix ranging from efficiency studios to 3-bedroom units. Based on the Revised AMI Mix (1-5-18), 100 units (or 108% of need) are targeted to low-income renters less than 80% of AMI; another 30 units (65% of need) would be affordable to moderate incomes between 81-120% of AMI; and the remaining 110 units (344% of need) at 121-180% of AMI which is essentially market-rate since these units do not meet the LUR definition of “Qualified Households.”

Town of Crested Butte Finding:

The Town finds that the proposal to construct 240 rental apartments at one location and under one ownership within the Upper Valley should be denied based on the following facts:

1. The proposal is contrary the agreed upon regional housing strategy of developing a series of for-sale and rental workforce housing projects that will be integrated into the communities of Crested Butte South, Crested Butte and Mt. Crested Butte;
2. The Corner at Brush Creek application proposes too many units relative to the identified need in the North Valley - 69 units or 140% greater than the need for 171 units, which will enable one owner to control almost 25% of the rental market in the North Valley (240 units of 928 total units upon completion of the project) and it will create more units than demand and result in slow lease-up, possibly high vacancy rates and potentially project failure; and
3. Town is concerned that the applicant has not identified the how the various income categories will be distributed among the various unit types; for example, will there be any 3-bedroom units low-income units and if so, how many?

III. Density

LUR Section 10-103 Residential density.

LUR Section 10-103 C. Residential lot sizes and density of a land use change shall initially be reviewed relative to existing development.

The applicant is proposing to develop 240 rental apartments on 14.29 acres that result in a residential density of 16.8 units per acre. The County LUR defines density as meaning the number of units within a fixed area, for example, the number of residences per acre. While the applicant has reduced the total number of bedrooms within the project, the overall project density has remained unchanged: 16.8 units per acre, 240 units on 14.29 acres. Number of total bedrooms is not a basis for determining density or compatibility.

The site is bounded on the south by two single-family homes that contain 1,968 and 2,368 square feet including garages on individual 3.4 acre parcels (0.29 units/acre); to the west and north is the Skyland development that has 509 units on 586 acres (0.87 units/acre); and to the east is the Larkspur development with 65 units on 35.6 acres (1.82 units/acre). Other developments in the immediate neighborhood include Buckhorn Ranch with 338 units on 259 acres (1.3 units/acre); and Whetstone Vista having 9 units on 36.6 acres (0.25 units/acre).

Town of Crested Butte Finding: The Town finds that proposed residential density of 16.8 units/acre is not compatible with the existing adjacent, residential development and is not characteristic of the semi-rural setting. The Town strongly recommends that the proposed density containing 240 units be denied based on the following findings of fact:

The Corner at Brush Creek proposal is not compatible with the densities and/or intensities of the existing adjacent residential developments; the proposed Brush Creek density is 9.2 times greater than Larkspur and 19.3 times denser than Skyland.

LUR Section 10-103.C.1. Compliance with Municipal Three Mile area. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal three-mile plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the three-mile plan area. Where there is a conflict between the objectives or policies of a three-mile plan or the intergovernmental agreement, and County standards, County standards shall apply.

The **Crested Butte Area Plan** identifies this area, SH 135 to Buckhorn Ranch Subdivision on the south side of Brush Creek Road, as having a recommended density of 0.50 units/acre, similar to Skyland densities (Table P-2, page 16). The Plan, as an incentive to create more local housing, does have a provision that allows for twice the recommended density, or 1.0 unit/acre at this location.

The **Gunnison County Comprehensive Corridor Plan** includes the Crested Butte Three Mile Planning Area. For the area between SH 135 and Whetstone Vista Subdivision (where this site is located), the recommendations are: 1) *Unless this land is added to the East River Water and Sanitation District, the appropriate density is one (1) unit per 35 acres. The transfer of development rights program should target this property as a receiving area; and 2) The density may be increased from one (1) unit for each 35 acres of land if development rights are transferred into this area. In general, the number of units per acre where density is transferred to, should be similar to the density of development in the vicinity of the proposed development.*

Town of Crested Butte Finding:

Both of these adopted Plans recommend that density in this area be “similar” to existing densities which range from 0.25 acres/unit at Whetstone Vista to 1.82 units/acre at Larkspur. While the LUR has a provision that when there is a conflict between the objectives or policies of a Three Mile Plan and County standards, the County standards shall apply which in this case means “*residential lots sizes and density of a land use change shall initially be reviewed relative to existing development.*” The proposed density does not meet either of the adopted plans or this LUR requirement; it is not compatible relative to the existing, adjacent developments.

LUR Section 10-103.C.3.Lot size and density considerations. Unless exempted pursuant to *Section 10-103:B.1: Exemption for Parcels on Agricultural Operation*, lot size and lot density shall be substantially similar to neighborhood parcels unless the standards of either (a) or (b) are met.

Town of Crested Butte Finding:

Conditions are not appropriate for greater density because the project is not compatible with the neighborhood existing when the Land Use Change Permit application was submitted. In particular the following findings apply to particular subsections of the LUR:

1. LUR Section 10-103.C.3.a.Conditions are Appropriate for Smaller Lots or Greater Density is not satisfied because all four of the subsequent requirements are not met (see 2, 3 & 4 following);
2. LUR Section 10-103.C.3.a.3.a Permanent Covenants to Ensure Continued Compatibility With Neighborhood Uses and Densities is not satisfied because the proposed project will not be compatible with neighborhood uses and densities that exist at the date of approval of the Land Use Change Permit;
3. LUR Section 10-103.C.3.a.3.a.4 Compatibility of Uses requirement is not satisfied because the project does not meet LUR Section 13-119.B.8 ensuring reasonable compatibility of structure sizes;
4. LUR Section 10-103.C.3.a.3.a.5 Building Size is not satisfied because the proposed buildings are many times larger than those in the surrounding neighborhood; and
5. LUR Section 10-103.C.3.a.3.b. Conditions are Appropriate for Larger Lot Size or Lesser Density is not applicable as that standard concerns subdivision applications

IV. Compatibility

LUR Section 13-103 General site plan standards and lot measurements.

LUR Section 13-103 H. Allowed Structure Heights. Height of structures shall be as follows:

1. Residential structures.
 - a. Flat Roofs. Structures with flat roofs shall not exceed 30 feet in height.

The applicant is requesting modifications to Standard H.1. Allowed structure heights of 30-feet for residential structures, by proposing a maximum building height of 37'6" for the larger multi-plex buildings. One of the incentives provided for Essential Housing is that a potential increase of 25% in the maximum structure height may be provided when the County determines the increase to be in the public benefit in its allowance for additional or larger residences that are deed-restricted.

Town of Crested Butte Finding.

The Town finds that the proposed height increase should not be granted and that a 30-foot height limit is appropriate and that it is compatible with the existing adjacent developments and semi-rural environment. Additionally, the applicant had not demonstrated that there is a hardship and that adherence to the 30-foot height limit would result in fewer and/or smaller residential units.

LUR Section 13-104 Setbacks from property lines and road rights-of-way.

LUR Section 13-104 A. Applicability. Unless otherwise exempted by this *Resolution*, the following shall apply, all land use changes and approved Building Permit site plans shall meet property line setback requirements indicated in Table 7: *Setbacks from Property Lines and Road Rights-of-Way*.

The applicant is proposing the following setbacks: Brush Creek Road Setback from the pavement edge: 40 feet; Wright Ranch Road Setback: less than 40 feet; and South and East side yard setbacks: 15 feet. The County setback requirements for multifamily buildings are: Front yard: 25 feet; Side/Rear yards: 15 feet; County and other public roads: 40 feet (if the width of right-of-way is known, measure shall be from the edge of the right-of-way; when unknown, measurement shall be from the road center line, and an additional 40 feet added to the requirements for setbacks from roads; and Platted subdivision roads: 25 feet).

Town of Crested Butte Finding.

The Town finds that the proposal does meet the setback requirements from the Brush Creek County Road and should therefore be denied based on the following findings of fact. Compliance with the County Road setback would not result in an inability to build nor does it comply with all of the standards required for approval of a variance. While the LUR provides for Reduced Setback Requirements as an incentives to provide Essential Housing, the reduced setbacks can only be applied to front, side and rear setbacks; the provision does not allow setbacks from County roads and/or platted subdivision roads to be modified.

LUR Section 13-105 Residential building sizes and lot coverages.

The proposed residential structures range in size from 4,000 to 25,000 square feet. Approximately 83% of the housing units (200 units) are contained in buildings greater than 10,000 square feet.

ToCB Finding: The Town finds that...

V. Parking

LUR Section 13-110 E. Standards for Off-Road Parking. Unless otherwise required by this Resolution, off-road parking facilities shall meet the minimum distances listed in Appendix Table 3: *Off-Road Parking Requirements*. Staff shall determine the appropriate classification for any use or facility not listed based on the impacts and traffic generation characteristics of the proposed use or facility.

Appendix Table 3 of the LUR requires for multiple family units two parking spaces per residence for up to a three bedroom residence.

Appendix Table 3, with no approved modifications, requires a minimum of 480 parking spaces for the development's 240 units. There is no specific parking standard listed for transit facilities. The

updated plan for the Corner at Brush Creek proposes a total of 475 parking spaces; 380 residential parking spaces, 20 guest spaces and 75 park n ride/transit spaces.

Staff and the applicant speculate that if transit is provided to the site that may have some impact on the number of vehicles. However, neither RTA nor Mt Express has agreed to provide service to the site at this time without substantial funding being provided. In addition, the service would have to be regularly scheduled and high frequency (at least every 20 minutes) in order to have a meaningful impact on residents' decision to forego a personal vehicle.

In addition, County staff and the applicant refer to the Deli Trail as an option that will also reduce residents' decision to maintain a personal vehicle. The easements for the Deli Trail through private property "discourage winter use" and the trail is not maintained for winter use. The Town of Crested Butte has concerns about the safety of the trail for winter use given the steep slopes adjacent to portions of the trail that have a propensity to slide under certain snow conditions.

The property is called the "Parking Lot Parcel" in the agreement between the contributing agencies who cooperated on the purchase of the property in 1998. The intended use was, in part, as an intercept parking lot to alleviate parking pressure for the ski resort and communities of Crested Butte and Mt. Crested Butte. The pressures of parking demand have not decreased and Crested Butte is currently investigating comprehensive parking solutions including paid public parking and permitted parking for residents and employees. As regulated parking progresses this will put increased demand on the existing transit system and any new transit stops that are integrated in the future.

LUR Section 9-604 B allows that parking standards may be reduced if the project include at least 40% of the units as essential housing. This project is supplying 54% of the units meeting the County's requirements for essential housing.

Town of Crested Butte Finding.

The development does not satisfy the requirements of Section 13-110 E or provide sufficient parking for residents of the apartments or transit for the following reasons:

1. Including the visitor spaces, the development will have a shortfall of 80 parking spaces under the County's standard for this type of housing - only 1.67 spaces per unit with 240 units. This is a significant shortfall at a time when our community outside of the municipality remains largely auto-dependent;
2. The existing parking shortfall in Crested Butte will continue to put pressure on transit services and no supporting evidence has been presented that 75 spaces will be sufficient to serve this transit location and Crested Butte believes this number should be significantly higher;
3. There is no plan, agreement or willingness from either RTA or Mt. Express to add regularly scheduled service to this location sufficient to off-set the need for residents to maintain personal vehicles, without provision of a significant new funding source;
4. The Deli Trail is not a viable alternative for transportation as it is not available for winter use; and
5. Because the project is only supplying 54% of the units as deed-restricted workforce housing, and due to the significant shortfall in spaces for the residences, the additional allowance of relaxed parking standards should not be applied for this project.

VI. Adverse Community Impacts

Open Space and Recreation Areas

LUR Section 13-108 A. General. This Section intends to insure that new development provides for or contributes to park and recreation facilities for the community and residents of new developments, to provide passive and active recreation opportunities, and to preserve open space for the purpose to protect sensitive natural areas, agricultural forage areas and view corridors.

The Town of Crested Butte has seen substantial growth in recreation participants over the past 10 years. Programmable park space for field sports such as soccer, softball, flag football, and baseball are at capacity as identified by the Town of Crested Butte 2010 Parks and Recreation Master Plan prepared by Pros Consulting and Greenways Incorporated. The Town hopes that new workforce housing would create additional participants in Town programs, however, there is insufficient space for the creation of additional athletic fields in Town to support program growth. The proposed project does not include any programmable field space to offset the increasing needs of the community and those caused by this development.

The open space or park space that is provided by the development is internally focused and will not be easily accessible for the community at-large. The proposed perimeter trail is a nice amenity for the residents but is unlikely to be utilized by the general public.

Town of Crested Butte Findings.

The project does not satisfy the intentions of the LUR that "...new development provides for or contribute to park and recreation facilities for the community and residents...". In addition, the space that is provided does not serve to protect view corridors.

Traffic and Transportation

The Colorado Department of Transportation stated that a traffic study, including a signal warrant analysis, must be conducted for the project. They speculated that this project could signal the need for a traffic signal at the intersection of Brush Creek Rd/SH 135 and that the development may have significant traffic issues. The Gunnison County Public Works Department has commented that intersection improvements may be required by CDOT and that those would not be the sole responsibility of the applicant, however, they do not say who will share in this cost with the applicant.

In 2014-15, an Update to the 1998 Transportation Plan for the Town of Crested Butte was prepared by the consulting firm of Kimley-Horn (K-H). While previous transportation plans focused primarily on the area within the Town limits, the K-H plan examined impacts from the surrounding region and the Town's connections to the County. A large part of the 2014-15 Plan was formulated in response to the growth patterns that had already occurred, existing transportation conditions and the built environment; but more importantly, this Plan is intended to be pro-active and to be a guide for future development.

The Corner at Brush Creek proposal utilizes a majority of the site for workforce/essential housing and only a limited area is dedicated to transit-related use and parking. According to the 2014-15 Kimley-Horn Transportation Study, the Town of Crested Butte downtown business district currently has a parking supply deficit of between 232 parking spaces on weekdays and up to 450 spaces on weekends, depending upon shared parking reductions. In addition, the Town is now considering

implementing a Parking Management Program to ease congestion and more effectively manage the parking supply in town. With limited land availability in town and the high cost of structured parking garages (\$35,000-50,000/space), the Brush Creek parcel provides an excellent opportunity at which to develop a transportation hub with potential bus storage and an adequate supply of park-n-ride and intercept parking. To accommodate the existing parking shortfall in Town, approximately 2 to 5 acres would be needed (120 cars/acre) at the Brush Creek site and the remaining 10 to 12 acres could be utilized for workforce/ essential housing and open space. If this parcel is not maximized in terms of its use as a transit hub, what other comparable sites exist in the north valley and how much would it cost to acquire the land?

Town of Crested Butte Finding:

This project does not satisfy the requirements to adequately address the impacts of traffic because:

1. The installation of a traffic signal in this end of the valley is a significant negative impact to the community which highly values its rural character;
2. The applicant has stated that they will not pay for improvements to the intersection of SH 135/Brush Creek Rd which all agree will be necessary.
3. The project will contribute to increasing pressures on parking in Crested Butte without providing parking for transit to off-set this impact.

Transit

At this time neither RTA nor Mt Express has expressed a willingness to serve the proposed transit stop at the project without significant additional funding to offset the expense of additional service.

Mt. Express operates through an agreement with the Towns of Crested Butte and Mt. Crested Butte who provide funding and support for the operation. The Town of Crested Butte currently houses all of the Mt. Express offices and busses within the Town's public works yard. There is no space for expansion at this location. If additional routes are added to for Mt. Express they will need additional vehicles and these cannot be accommodated at the current location.

February 5, 2018**Work Session**

Possible extra time needed for Slate River Concept plan review

Consent Agenda

Creative District Commission Appointment

Woods Walk Easement

Lots 4 and 5 Trappers Easement

New Business

Year End Report from the Chamber

Slate River Annexation Concept Plan Review

Presentation by John Norton from the Tourism Association on Plans

Presentation by Finance Director Rob Zillioux on the 2017 Financial Summary

Ordinance No. , Series 2018 - An Ordinance of the Crested Butte Town Council Releasing Agreements for Land Use Conditions and Restrictive Covenants for Block 27, Lots 1-4. Town of Crested Butte, Colorado.

February 20, 2018 – Tuesday Meeting**Work Session**

Affordable Housing Discussion

New Business

CB to Carbondale Plan Comments

Miller Subdivision

Ordinance – Transfer of lots to GVRHA for duplex build

Agreement with GVRHA for funding and oversight on the duplex build

Parking Ordinance – T Zone

March 5, 2018**Work Session**

Mike Reily on Town's Emergency Preparedness Plans

New Business

Heights Open Space Plat Note Modification

Heights Open Space Conservation Covenant

March 19, 2018**Work Session**

Matt McCombs, District Ranger, Gunnison Ranger District GMUG

Future Items

- Update to current version of Model Traffic Code
- Update Section 8-2-50 - winter parking signs
- Charter Franchise Agreement
- Ordinance Adopting Standard Sales Tax Definitions
- Disposition of Land at Avalanche Park