

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, January 6, 2020
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

6:00 WORK SESSION

- 1) Empty House Tax Public Engagement Plan.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) December 16, 2019 Regular Town Council Meeting Minutes.
- 2) Resolution No. 1, Series 2020 - 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) Alley Loop 2020 Nordic Marathon and Pub Ski Special Event Application from January 31, 2020 to February 1, 2020, Closing the 0, 100, and 200 Blocks of Elk Avenue Beginning on January 31, 2020; 1st Street, from Whiterock Avenue to Maroon Avenue, and the West Side of 3rd Street, from Whiterock Avenue to Elk Avenue, Beginning on February 1, 2020 and Special Event Liquor Permit for February 1, 2020 at 2nd Street and Elk Avenue.
- 4) Resolution No. 2, Series 2020 - A Resolution of the Crested Butte Town Council Approving the Snow Removal Reimbursement Covenant Affecting Block 76 Lots 1-6, Town of Crested Butte According to the Replat of Block 76, Paradise Park Subdivision Recorded in the Real Property Records of the Clerk and Recorder Gunnison County, Colorado on February 22, 2019 at Reception No. 658805.

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.

7:12 STAFF UPDATES

7:20 EXECUTIVE SESSION

- 1) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

7:40 PUBLIC HEARING

- 1) Ordinance No. 39, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 606 Sixth Street to The Center for the Arts.

- 2) Ordinance No. 43, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Partial Release of the Town's Option to Repurchase Townhouse Units Constructed on Block 76, Lots 1-6 and Block 77, Lot 10, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado.

- 3) Ordinance No. 44, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing a Potable Water Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.

8:10 NEW BUSINESS

- 1) Ordinance No. 1, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.

- 2) Ordinance No. 2, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan.

- 3) Presentation by Kent Cowherd on Ideas for Affordable Housing.

8:40 LEGAL MATTERS

8:45 COUNCIL REPORTS AND COMMITTEE UPDATES

9:00 OTHER BUSINESS TO COME BEFORE THE COUNCIL

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

- *Tuesday, January 14, 2020 - 6:00PM Planning Commission Meeting*
- *Tuesday, January 21, 2020 - 6:00PM Work Session - 7:00PM Regular Council*

- Monday, February 3, 2020 - 6:00PM Work Session - 7:00PM Regular Council 2
- *Tuesday*, February 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council

9:15 **ADJOURNMENT**



Staff Report

January 6, 2020

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Subject: Empty House Tax public engagement plan discussion

Summary:

The Town Council requested public input on the question of whether or not they should pose a question on the November, 2020 ballot placing an excise tax on residential properties in the Town that are not occupied as a permanent residence. This work session is intended to solidify a plan for public engagement.

Previous Council Action:

The Council has not taken formal action on this topic. An initial discussion was held during the regular council meeting on December 2, 2019. From those minutes, “The thought was to get groups from all sides of the issue together for feedback that might include possible public work sessions, organized subcommittees, seeking input from property managers, homeowners, and HOAs.”

Background:

The attached detailed memo was provided to the Council for the December 2nd meeting. This provides background on the topic of an empty house tax.

Discussion:

Purpose of the tax:

Council has set forward several goals around affordable/workforce housing and climate action that could be addressed by reducing the number of residential units in Town which are underutilized, used primarily as short-term rentals or left vacant. Relevant goals include:

- Increase percentage of residents living in Town by achieving a 75% housing full-time occupancy (currently at 65%)
- 30% of units in Town are deed restricted, including 15 rental units for Town employees (currently at 25% and 10 employee units; 11 with 2020 build)
- Reduce greenhouse gas emissions footprint of Town’s operations by 50% versus 2017 levels; and, reduce Town of Crested Butte community emissions footprint by 25%

Imposing a tax on non-primary residences in town would be a tool to make non-primary residence property owners consider occupying or renting their property long-term to avoid being subject to

the tax. Alternatively, the funds collected through such a tax could be used to build or purchase deed-restricted housing units or invest in climate action measures.

Following is a draft scenario for application of a tax and some specific affordable housing and climate projects that could be funded.

Total active vacation rental licenses	213	
Annual excise tax collection	\$285,000	
Excise tax rate	5%	
Implied gross short term rental revenue	\$5,700,000	
Implied average gross rental revenue per license	\$26,761	
Assumed management company fee	25%	
Implied average net rental revenue per license	\$20,070	
"What if" Scenario		
Solar Farm capable of powering Town operations	\$3,500,000	
Anthracite Place #2 with 30 units (Town subsidy)	\$1,500,000	public / private partnership
Investment to achieve Council goals	\$5,000,000	
Empty House Tax - "What if" Scenario		
Units that would be taxed	400	assuming exceptions
Average tax per unit	\$3,000	
Annual tax collection	\$1,200,000	
Years required for Empty House Tax	4.2	not forever, and could be defined in ballot measure
Implied net average rental revenue per license	\$17,070	

Mechanism for a tax:

Taxes on empty homes exist in a variety of formats in the United States, Canada and Europe as an incentive or benefit of homes being occupied as primary residences. For example, the State of Utah provides a Primary Residential Exemption where residential properties that serve as someone's primary residence receive an exemption of 45% of fair market value: [State of Utah - Residential Property Tax](#). The Homestead Exemption in the State of Florida is a similar measure that allows for when someone owns property and makes it his or her permanent residence or the permanent residence of his or her dependent, the property owner may be eligible to receive a homestead exemption that would decrease the property's taxable value by as much as \$50,000: [State of Florida - Property Tax Exemptions](#). The State of Colorado does not provide for a similar statewide property tax incentive for primary residences.

There are recent examples of local jurisdictions imposing additional property taxes, rather than exemptions, on unoccupied or non-primary residences. Oakland, California with [Measure W](#) and Vancouver, BC's [Vancouver Empty Homes Tax](#) are two examples. As a home rule municipality in Colorado, citizens of the Town of Crested Butte cannot modify the property tax rate but they could, through a vote of the electors, choose to impose an excise tax on a specific type of use of a property such as a non-primary residence.

Process/Timeline for a Tax Question on the Ballot:

The next opportunity to put a tax question before the voters will be the election on November 3, 2020. The Council should determine ballot language by late August, 2020 if the Council decides to put this issue before the voters .

Public Engagement:

If Council wants to consider asking voters to approve an excise tax on empty homes, further analysis and public input would be needed of a variety of policy questions. Policy questions could include whether / how the tax revenues should be earmarked, the length of time that should qualify the use as "primary", types of exemptions that would be appropriate, how to verify what homes are occupied as primary residences or not, etc.

Council indicated previously that a stakeholder group might be a helpful mechanism in this discussion. Staff recommends that to be effective the group be limited in size and have a set schedule for meetings over a predefined time period at the end of which they would report their findings and recommendations to the Council. Meetings of the stakeholder group could be open to the public with opportunities for input at the meetings.

Possible stakeholder committee make-up:

- | | |
|---|--|
| 1) Chamber of Commerce appointed representative of the business community | 5) Representative from Sustainable CB/climate action |
| 2) Representative of the real estate sales community | 6) Non-primary resident property owner |
| 3) Representative of the property management businesses | 7) Member at-large |
| 4) Resident of deed-restricted housing | 8) Member at-large |
| | 9) Member at-large |
| | 10) Town Council member |
| | 11) Town Council member |

The Council may want to consider requiring that at least a majority of the committee members be registered voters in the Town of Crested Butte.

Possible meeting schedule/topics:

1. Wednesday, January 29th 5:30 – 7:30 – Organization, decision-making process and background information review. Affirming topics, dates and times for future meetings.
2. Monday, February 10th – Is this a valid question to put before the voters? What makes Crested Butte special, unique and appealing? What does non-primary residence mean in Crested Butte?
3. Monday, February 24th - Recommendations on tax exemptions, use of revenues and verification of property usage
4. Monday, March 23rd – Placeholder for additional topics
5. Monday April 13th – Draft recommendations to Council
6. Monday, May 11th – Finalize recommendations to the Town Council
7. June 1st – Presentation of findings and recommendation to the Town Council

Once Council approves the committee make-up and tentative meeting dates, staff will begin advertising for members to be appointed at a subsequent Council meeting.

Town Manager would be the primary staff to the stakeholder group with other department heads or staff involved as needed for each meeting.

Climate Impact:

Formation of a stakeholder group and subsequent meetings will have no significant climate impact.

Financial Impact:

Formation of a stakeholder group and subsequent meetings will have no significant financial impact. Funds for meals and meeting materials are available in the adopted budget.

Legal Review:

Formation of a stakeholder group and subsequent meetings will have no significant legal impact. The Town Attorney can be available should specific legal questions arise around the topic of an Empty House tax or related questions. The Town Attorney will be copied on any meeting packets and minutes.

Recommendation:

The Town Council consider and discuss the proposed make-up of a stakeholder group, meeting schedule and draft topics.

Proposed Motion:

A Council member make a motion to direct staff to proceed with advertising for members of the public interested in serving on the Empty House Tax stakeholder committee.



Staff Report

December 2, 2019

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Empty House Tax

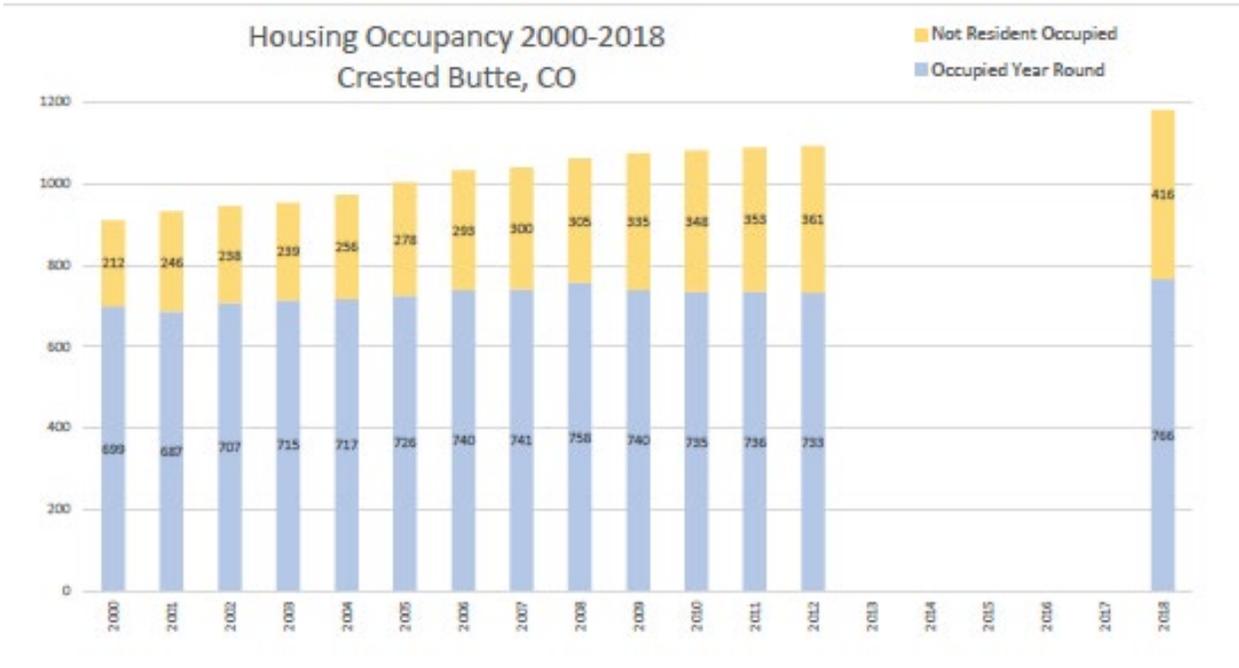
Summary: Council has set forward several goals around affordable/workforce housing and climate action that could be addressed by reducing the number of homes in town which are underutilized or left vacant. Relevant goals include:

- Increase percentage of residents living in Town by achieving a 75% housing full-time occupancy (currently at 65%)
- 30% of units in Town are deed restricted, including 15 rental units for Town employees (currently at 25% and 10 employee units; 11 with 2020 build)
- Reduce greenhouse gas emissions footprint of Town's operations by 50% versus 2017 levels; and, reduce Town of Crested Butte community emissions footprint by 25%

Previous Council Action: The Council has not taken previous action on this item other than to say a tax on empty homes is a topic they wished to explore further.

Background: Since the year 2000 and probably before, we have seen an increasing percentage of non-primary residences in town. This shift is driven by the ongoing increase in housing prices in Crested Butte. This trend has been documented for many years with median sales prices for house increasing at a much faster rate than median income. This is driven in part by people who earn their incomes in other areas of the country with higher wages or income potential purchasing vacation homes here in Crested Butte. This ongoing trend continues to exacerbate the efforts of those who are employed locally to afford a home in the community.

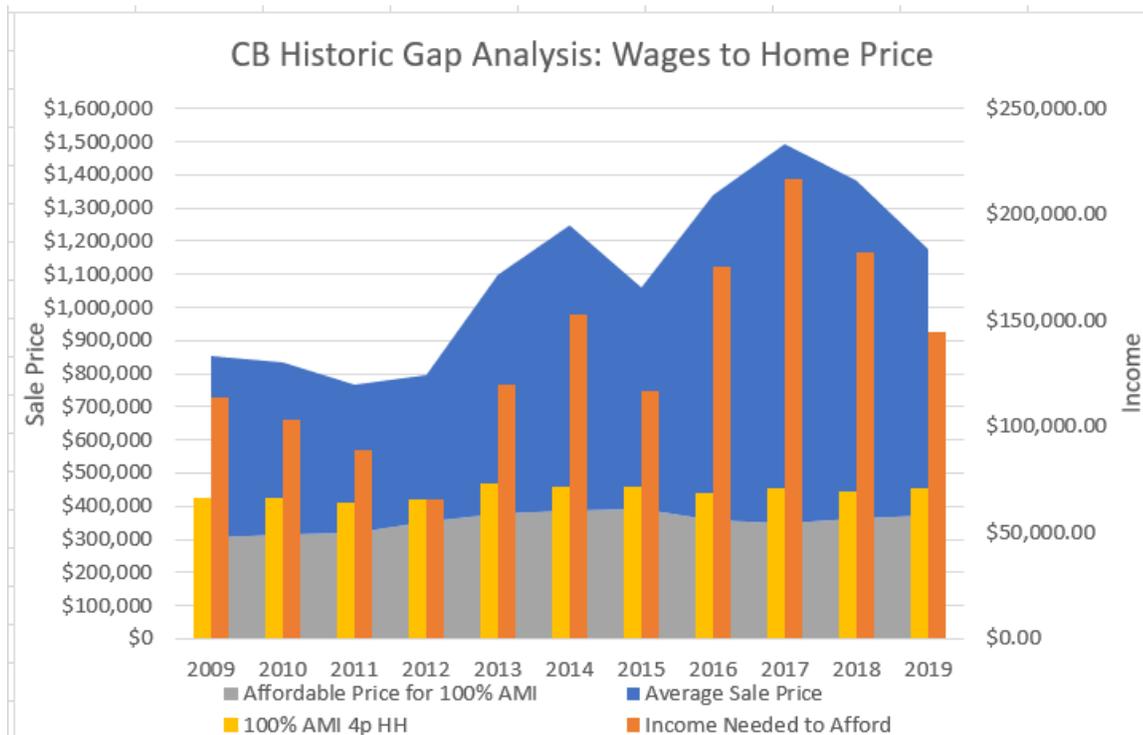
The following chart, based on Town Census data, illustrates the use of residential units in Town as either occupied year-round or not-primary resident occupied. During that time the number of housing units has increased from 911 to 1,182 with the percentage of not resident occupied units increasing from 23% to 35% of the total. While the number of residential units has grown steadily over the years, the number of homes occupied as primary residences has only increased by 65 units while the number of non-primary residences has grown by 204 units over the same period. All of this despite the community adding deed restricted units in that same time period for a current total of 303 units (including those under construction). Not resident occupied units include 2nd homes, vacant units and non-primary resident short-term rentals.



The following chart from the 2016 Housing Needs Assessment shows the status of homeownership, housing prices and need for housing units at three points in time when previous housing needs assessments were conducted.

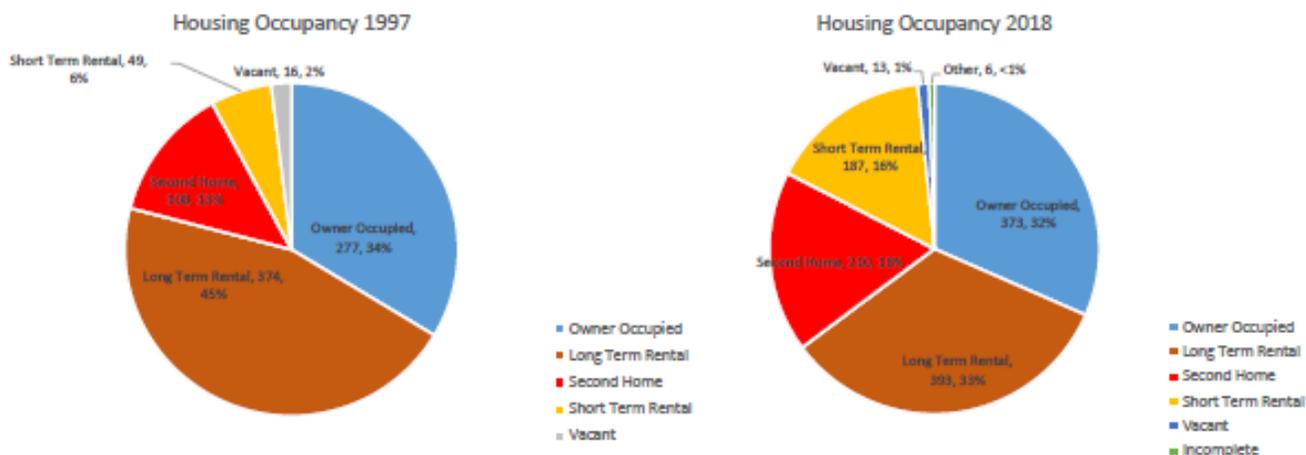
	Rees 1999	BBC 2009	Rees 2016
Geographic Area	Gunnison County	Gunnison County	Gunnison Valley
Homeownership Rate	70%	63%	58%
Median Home Price	\$205,100	\$405,000	\$635,000
Median Rent – Occupied Units	\$579	\$780	\$800
Percentage of Households Cost Burdened (>30% of income spent on housing)	21%	29%	25%

The above information is for Gunnison County as a whole, but we know the problem of increasing housing costs and stagnant median income has been further exacerbated in Crested Butte. The following graph provided by the Gunnison Valley Regional Housing Authority shows the average sales prices for residential units in Crested Butte versus area median income from 2009-2019.



This graph clearly illustrates the stagnation in area median income opposed to the increasing average sales prices and income needed to afford a home in Crested Butte.

The following pie charts based on Town Census data further illustrate the shift away from long-term rentals over a similar time period from 1997 to 2018. This decline in rental opportunity has hit the community particularly hard as it becomes increasingly difficult for necessary employees working in town to find affordable places to live. Rental opportunities have been lost to an increasing number of vacation rentals and second homes.



In 2004 the Northwest Colorado Council of Governments (“NWCCOG”) commissioned a study entitled “The Social and Economic Effects of Second Homes”. The NWCCOG includes the five

counties of Jackson, Grand, Summit, Eagle and Pitkin. The executive summary from this report is attached and highlights the impacts of second homes in resort communities including how they drive up the demand for workers and drive up property values.

Although homes use less energy when they are vacant, they still use electricity and/or natural gas to maintain heat in the home; hot water heaters; appliances; security systems; and lighting among other things. As the Town seeks to reduce our greenhouse gas emissions it would better serve the community to have existing residences be occupied long-term rather than sitting empty and still causing emissions. There are further environmental benefits to having homes occupied rather than vacant as those homes could be utilized by people who would otherwise have to travel to Crested Butte for work or services incurring more emissions through travel.

Discussion:

The Town has been focused on constructing new units to meet the demand for affordable housing and on increasing efficiency in new construction. As the Town seeks additional ways to meet its goals around occupied housing units and climate action, it makes sense to look at existing vacant or non-primary resident homes as an underutilized resource. If more existing homes in town were occupied as primary residence it could address some of the need for affordable housing units and reduce the environmental impact of constructing new units to meet this need. Thus the Council should consider ways to increase the percentage of units in town that are occupied as primary residences.

A tax on vacant or non-primary residences could incentivize these property owners to reconsider how their units are being used and perhaps some would even choose to occupy or rent their homes long-term as a primary residence. Some states have enacted tax measures to incentivize primary residency such as Florida and Utah which offer either discounted property taxes or rebates for owners whose properties are used as primary residences. Some communities have also implemented taxes to penalize owners who choose to use their homes as non-primary residences. Beginning in 2017, Vancouver, BC imposes an annual tax of 1% of the property's assessed taxable value on vacant residential units. Information about this program can be found here [Vancouver Empty Homes Tax](#). In November 2018, voters in Oakland, CA approved a \$6,000 tax on vacant residential units, commercial units and vacant land known as "Measure W". The City is currently in the process of adopting regulations to implement the new tax. Information on the details of Measure W and implementation discussions can be found here: [Measure W](#) and [Oakland staff reports on implementation of Measure W](#).

Both Vancouver and Oakland are hoping that the new taxes will incentivize owners to make their homes available for long-term rental. If owners continue to use their properties for non-primary residences the tax will generate significant funding for the municipalities to implement actions to address the housing issues in their communities. For both Vancouver and Oakland, the tax revenues are utilized to address affordable housing, homelessness and related issues. A link to Vancouver's annual report on the first year of implementing the tax can be found here: [2018 Empty Homes Tax Annual Report](#).

Given existing limitations in the Colorado Constitution and Statutes, the Town cannot consider either a property tax or income tax as a mechanism to address properties maintained as non-primary residences. However, a voter-approved excise tax in the form of a flat fee on the particular use of a property is a tool available to the Town. An initial review of residential units in

Crested Butte that could qualify as non-primary residences puts the number at about 416 units. This number includes 2nd homes, vacant homes and non-primary residence vacation rentals.

If the Council wants to proceed with considering asking the voters to approve an excise tax on empty homes, further analysis would be needed of a variety of policy questions including whether/how the tax revenues should be earmarked, the length of time that should qualify the use as "primary", types of exemptions that would be appropriate, how to verify what homes are occupied as primary residences or not, etc.

An important additional consideration is that the second homeowner community does provide value in the community. Many homeowners and their families spend meaningful time in the community, supporting the local economy and the non-profit community. Staff does not have any data to quantify the contributions of 2nd homeowners but the Council may wish to spend some time gathering feedback on this aspect of the issue if you choose to move forward with considering a tax question. Protection of Crested Butte as a real community where people can afford to live and work will protect the character that we all love so well.

The next opportunity to put a tax question before the voters will be the election on November 3, 2020. The Council should determine ballot language by late August, 2020

Council Action:

Staff is seeking direction on whether or not the Council wants to pursue discussions about asking the voters to approve an excise tax on empty homes. If the Council wishes to proceed, staff suggests that this topic come back for further discussion in the early summer of 2020.

Attachments: NWCCOG executive summary from the study, "The Social and Economic Effects of Second Homes"



The Social and Economic Effects of Second Homes

Executive Summary

Linda Venturoni

Northwest Colorado Council of Governments

www.nwc.cog.co.us

June 2004



Background:

Northwest Colorado Council of Governments (NWCCOG) is a voluntary association of county and municipal governments in north central Colorado. Members of the association include five counties (Eagle, Grand Jackson, Pitkin and Summit) and 21 municipalities (Avon, Basalt, Eagle, Gypsum, Minturn, Red Cliff, Vail, Fraser, Granby, Grand Lake, Hot Sulphur Springs, Kremmling, Winter Park, Walden, Aspen, Breckenridge, Dillon, Frisco, Montezuma, Silverthorne and Glenwood Springs).

NWCCOG was the fastest growing region in the state from 1990-2000, with an overall 73% population growth. Over 70% of the skier visits in the state occur in this area. A tourism based economy dominates the region which includes a strong second home market and high real estate values.

In 2002, the Town of Vail, on behalf of towns and counties in the NWCCOG region, received a Colorado Heritage Grant from the Colorado Office of Smart Growth to study the social and economic effects of second homes. A steering committee for the project was established with representatives from NWCCOG member towns and counties.

Questions to be answered by the Study:

Table #1
1. Effects on overall housing prices:
2. Jobs generated by second homes
3. Effects on community values and social structures:
4. Usage patterns of second homeowners:
5. Effects on community services:
6. Effects on local and regional economies:

Initial steering committee discussions identified many questions about second homes and their effects on mountain communities. What motivates people to buy second homes here, how often do they use them, what do they do when they are here, how do they spend their money, how many jobs are generated, where do the workers live, how are these trends changing mountain resort communities, and what will happen in the future?

The steering committee discussed all of these questions and decided to focus on six areas of greatest interest (see Table #1) for the study.

Methodology for the Study:

In order to answer the questions identified by the steering committee, the study was divided into three sections.

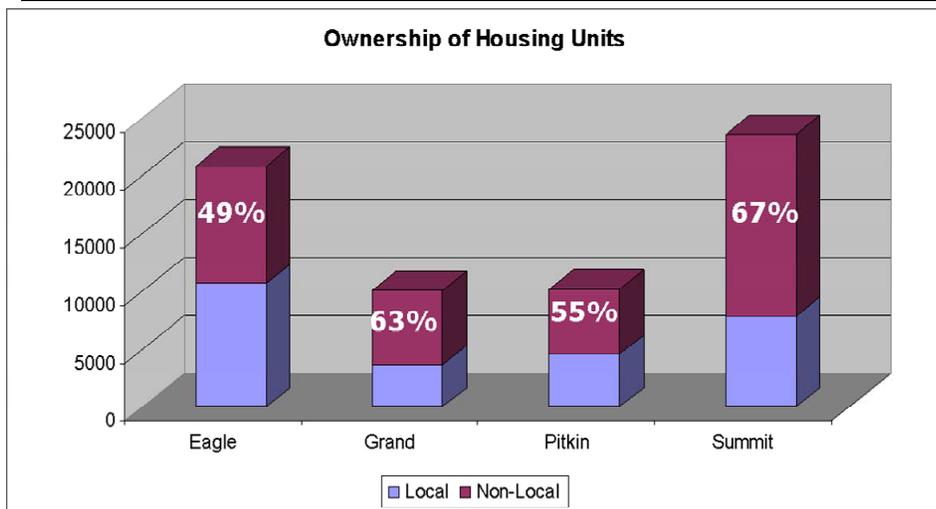
1. Typology: The first part dealt with existing data. How many second homes are there and what are their characteristics? How do they compare/contrast and interrelate with other residential housing units?

Assessor databases from four of the counties (Eagle, Grand, Pitkin and Summit) were collected and assembled into one large GIS database of over 64,000 records. The database reflects ownership information dated from the years 2000-2001.

Chart #1
<p>Methodology for Study</p> <ol style="list-style-type: none"> 1. Typology of second homes <ul style="list-style-type: none"> - Size (Square Footage), Type (Single family residence, Condo), Year Built, Value of property, Ownership of property 2. Survey of homeowners <ul style="list-style-type: none"> - Utilization, behaviors and spending patterns - Local and Non-Local - Significant to the county level 3. Social and Economic Indicators <ul style="list-style-type: none"> - Jobs generated - Economic Effects - Social effects to communities

Records were re-coded to reflect common fields such as type of unit (single family home, condominium, etc.), value of unit, square footage and year built. There is no indicator within County Assessor records for whether a home is being used as a second home or local residence. A code was added to the NWCCOG database to indicate the current usage of the housing unit based on where the property tax assessment notice was being sent. Out of county addresses were marked as “second homes” and local addresses were marked as “local residents”.

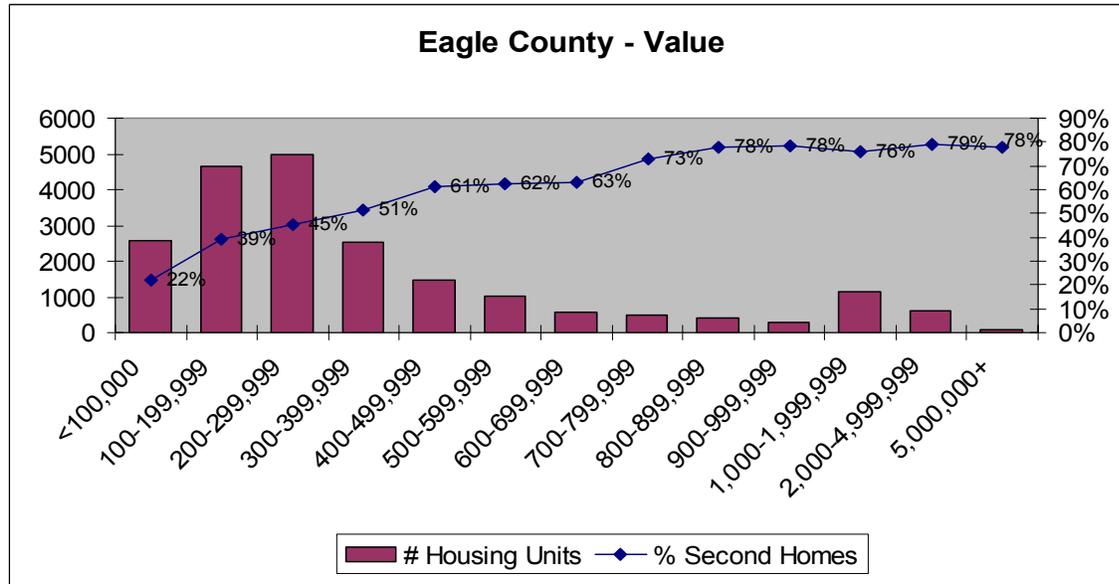
Chart #2: Number of Housing Units and % of Non-Local Ownership



Using this methodology, NWCCOG discovered that 60% of the housing units in the four county study area were second homes. Chart #2 shows the percentages of second homes (non-local) within the total housing stock for each county. The percentages vary from a low of 49% in Eagle County to a high of 67% in Summit County.

Other analysis of the database allowed us to cross tab information about year built, value of housing unit, type of housing unit, etc. with whether the housing unit was currently owned by a second homeowner. An example of this type of analysis is displayed in Chart #3, where the number of housing units in each price range is represented by the total height of the red vertical bars and the percentage of those units that are second homes are represented by blue line and corresponding percentages on the scale on the right.

Chart #3: Number of Homes by Assessed Value and % Non-Local Ownership



2. Survey of Homeowners: In order to learn about utilization, shopping patterns and behaviors of second homeowners, we would need to ask them. The steering committee designed a survey that went out to homeowners (both local residents and second homeowners) in the four county study area. The sample was randomly selected from the NWCCOG database of 64,000 property records. Over 4,300 surveys were mailed out and 1,346 were returned, for an overall response rate of 32%. The survey has an overall 2.6% margin of error.

Survey questions covered shopping patterns, demographics, values, usage of second home, future usage plans (see Table #2), recreational activities, involvement in the community, use of services, and much more.

Table #2					
Future use of second home property					
	Eagle County Second Home	Grand County Second Home	Pitkin County Second Home	Summit County Second Home	ALL Second Home
	<i>n</i> =112	<i>n</i> =240	<i>n</i> =129	<i>n</i> =240	<i>n</i> =721
Increase my personal use of the residence/property	45	49	37	52	47
Maintain current use	42	44	51	40	44
Increase use by friends and family	26	29	23	30	28
Use the residence as a part time rental unit	12	13	17	24	17
Retire to the area and use as retirement residence	17	9	7	13	11
Renovate the residence	17	13	11	9	11
Sell the residence/property	8	7	11	10	9
Use the residence as a full time rental unit	5	6	7	9	7
Become a full time resident	5	3	2	4	3
Decrease current use	1	1	0	2	1
Other	0	1	2	0	1

The demographic questions allowed us to compare second homeowners in the region with those described in a “National Study of Second Homeowners” published in *American Demographics* magazine in June 2003. The national study identified 55-64 as the age cohort most likely to purchase second homes and forecast great growth in the second home industry nationally as baby boomers are just beginning to enter this age cohort.

Second homeowners nationally tend to be high income, high-asset, highly educated, middle age or older couples, with children nearing adulthood or children no longer living at home. Our survey confirmed all of these characteristics but showed much higher income levels and even greater likelihood to be in the 55-64 age bracket than the national study.

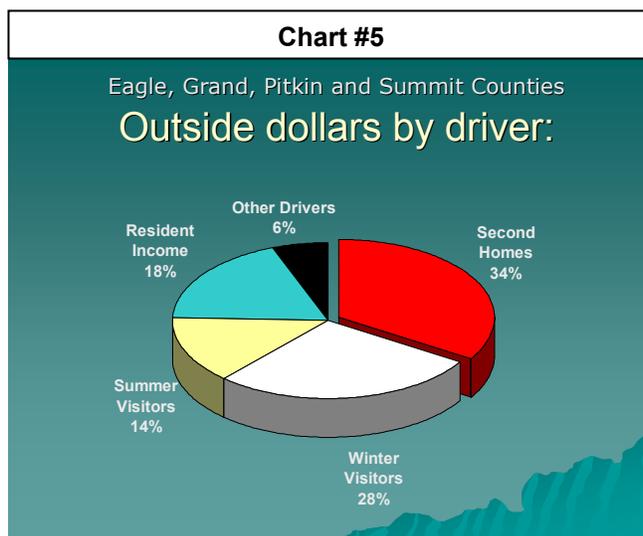
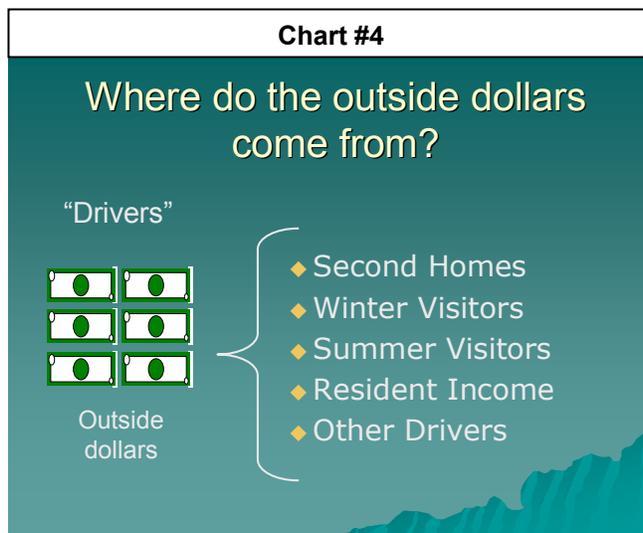
3. Social and Economic Indicators: In order to answer the questions related to jobs generated by second homes, we needed to have a complete economic base analysis performed for the four counties in the study area. We contracted with Lloyd Levy Consulting to do the economic analysis.

We identified the main economic “drivers” that bring outside dollars into the region (see Chart #4). These direct basic dollars generate both basic and secondary jobs.

The economic analysis tracks the \$5.3 billion outside dollars coming into the four counties into the specific drivers to account for 48,908 basic jobs, 33,424 secondary jobs, and 82,332 total jobs. It identifies the ratio of secondary to direct basic jobs for each of the subcategories, such as second homes less than 3000 sq. ft. and second homes greater than 3000 sq. ft. It also provides job generation rates for each of the drivers based on a per-unit denomination such as a dwelling unit, 1,000 skier/visitor days, or \$1 million sales.

The individual counties in the study display distinctive patterns in their economic pictures.

Overall, second homes (construction and spending) account for 34% of the outside dollars coming into the four county area (see Chart #5) and represent the largest driver. Winter Visitors are second at 28%, followed by Resident Income at 18%, Summer Visitors at 14% and Other Drivers at 6%.



In Conclusion:

Knowledge of the effects of any economic driver or basic industry is essential to planning. Such developments create demands for construction, maintenance and operations. The workers employed in the basic industry and their families require housing and a wide range of private and public community services, whose workers also have the same needs. Good planning requires anticipating and providing for the “multiplier” or secondary effects. Not doing so can lead to shortages and to major conflicts among the users of the various resources of the area.

These concerns are especially important in resort counties because of the development of second homes. Typically, in these types of counties, there is the initial development and maturation of a traditional tourism industry. However, over time second homes become a large and often dominant part of both the physical and economic landscape. Their development creates a demand for workers above that of the traditional tourists industry, especially in construction but also in their maintenance, operation and use. As their numbers increase, the demand for workers increases as well.

Second homes take up large amounts of land in Colorado mountain resort areas where developable land is already in short supply. As a result, the second homes' values and the land surrounding them rises above that normally paid for worker housing. As their numbers increase, and the land available for development decreases, a dilemma is created. Second homes have generated the need for more workers, but the rise in property values and subsequent housing costs have made it difficult for the workers to live within a reasonable distance of their place-of-work.

Traditionally, residential homes and their neighborhoods have provided workers with a decent home and adequate community services. However, second homes are different in that they are not a residence, but an industry creating a demand for workers. Secondly, second homes drive up property values, including residential housing for workers. Because of this, it becomes especially important for elected officials and community planners to understand and estimate the secondary effects of second homes in tourist based economies. With this information, policies can be developed by local governments to provide for the social needs of citizens with each new development and to influence the growth in the economic drivers themselves. To ignore this information concerning second homes within Colorado rural resort region casts social and economic fates to the wind.

There is Much More!

This summary is only meant to outline some basic information about the NWCCOG Second Home Study. Please visit our web page www.nwc.cog.co.us for:

- Steering committee minutes
- Complete typologies for all of the counties
- Complete 2003 Mountain Resort Homeowner Survey results
- Economic Base Analysis – Executive Summary
- PowerPoint Presentations
- Spreadsheets
- Additional materials

Acknowledgements

NWCCOG would like to extend its sincere appreciation to the following individuals for their part in assisting with this project over the past two years:

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Also, a special thank you to Jim Westkott, Colorado Department of Local Affairs and Lloyd Levy & Ron Dutton of Lloyd Levy Consulting, LLC for their expertise and many hours of dedication.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, December 16, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:06PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Mallika Magner, Laura Mitchell, and Mona Merrill

Staff Present: Town Manager Dara MacDonald and Town Attorney Barbara Green

Town Clerk Lynelle Stanford, Public Works Director Shea Earley, Finance Director Rob Zillioux, and Community Development Director Michael Yerman

Schmidt mentioned the presentation from Sam Light during the preceding work session.

APPROVAL OF AGENDA

Magner added an Executive Session to the end of the meeting on instructing negotiators.

Magner moved and Dujardin seconded a motion to go into Executive Session at the end of the meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

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

CONSENT AGENDA

- 1) December 2, 2019 Regular Town Council Meeting Minutes.**
- 2) December 9, 2019 Special Town Council Meeting Minutes.**
- 3) 2020 Services Agreement Between the Town of Crested Butte and the Crested Butte/Mt. Crested Butte Chamber of Commerce.**
- 4) Resolution No. 29, Series 2019 - A Resolution of the Crested Butte Town Council Adopting Changes and Additions to the 2019 Budget and Appropriations Relative to the Affordable Housing and Enterprise Funds.**

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

PUBLIC COMMENT

Kent Cowherd - 901 Teocalli Avenue

- He acknowledged the upcoming work session on January 21st on the five-year affordable housing plan.
- He asked for more time than what he had during Public Comment at a future Council meeting to propose ideas.
- He identified six to seven Town-owned parcels that could be included in the five-year plan.
- He suggested items were up for debate and discussion, such as the requirement for parking.
- Schmidt asked for a written proposal. A Council member could bring it up for discussion under Other Business.

STAFF UPDATES

- Schmidt asked MacDonald if there were any additions or embellishments to the staff report.
- Schmidt wondered about the work that would be done by the GOCO Youth Corps.
- Schmidt identified October sales tax went up quite a bit. Zillioux reported 6% growth YTD in sales tax.

Dujardin asked whether the Council wanted to discuss the North Valley housing situation under Other Business. He felt like the timeline had a lot of presumptions. Dujardin wondered what thresholds there were to be patient with Mt. Crested Butte and why they would build more for-sale housing rather than rental housing. MacDonald explained the timeline would be quicker for for-sale housing. Haver elaborated. Magner wanted a more in depth conversation about how they proceeded with the North Village. MacDonald stated the conversation was planned for the work session on January 21st. Magner proposed a joint meeting with Mt. Crested Butte, Gunnison, the Housing Fund, and the Housing Authority to determine how the process would best work. Magner was not comfortable with Crested Butte trailing any other entity. MacDonald felt it would be prudent for Crested Butte to have a meeting before a joint meeting.

Yerman reported on a phone call he was on regarding State funding. They did not have the funding they thought they would have. Staff was doing their best to gather information. Yerman updated on what would be happening in Mt. Crested Butte regarding process. Magner wanted to hear from the people at the State. She was interested in what the Town of Crested Butte would provide for affordable rental housing in Crested Butte. Haver suggested a joint meeting with Mt. Crested Butte in February to discuss steps forward. Yerman clarified Town would not be going after the State money. The Council could negotiate a deal with a developer and would not be hamstrung by requirements. Magner wanted a further and deeper discussion about Town obtaining State funds. MacDonald said there were not programs targeting certain income levels. Magner reiterated she wanted a deeper conversation. Merrill stated they needed to hear

more from Staff; it was super hard not having information. Yerman said they were moving as fast as possible. They had a game plan and timeline lined up.

Magner thought the Council wanted to discuss the plan for the Slate River Annexation Merrill said she could use more detailed knowledge. Schmidt reported on occupancy at Anthracite Place. He asked to whom Yerman spoke at DOLA. Staff did not see a DOLA project conceived because of the income limitations. Inserting State funding required a narrow set of rules. MacDonald offered that DOLA could come and explain to the Council what they do and what programs they offer. Magner did not feel like they received sufficient information. Yerman said they were getting answers as fast as they could to what North Village looked like. Magner also wanted a discussion on the absorption/saturation question. Schmidt reminded of the upcoming Mt. Crested Butte Town Council meeting.

PUBLIC HEARING

1) Ordinance No. 39, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 606 Sixth Street to The Center for the Arts.

Schmidt read the title of the ordinance. He asked whether The Center agreed with the changes. Green recommended striking a superfluous section about visual light pollution, from the word security to the word theatre. The Code addressed outdoor lighting. Magner recommended wording such as, shall not create visual light pollution. She wanted Code requirements to be captured in the lease. Green conveyed concerns she heard from The Center's attorney. Magner received a lot of feedback on how intrusive the lighting was. Mitchell suggested the Council move the ordinance to the first meeting in January. Green would determine wording to capture the idea. Green heard the new idea had to do with performances causing light pollution in addition to the after-hours lighting.

Mitchell moved and Haver seconded a motion to continue Ordinance No. 39, Series 2019 to the January 6th meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Ordinance No. 41, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a One-Bedroom Apartment Located at 715 Elk Ave to Stephanie White.

Schmidt corrected the street address of the unit. He confirmed White was okay with the lease and that proper public notice had been given. He opened the public hearing. There were no comments from the public, and the public hearing was closed.

Dujardin moved and Mitchell seconded a motion to pass Ordinance No. 41, Series 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Ordinance No. 42, Series 2019 - An Ordinance of the Crested Butte Town Council Approving a Loan from the Colorado Water Resources and Power Development Authority; and Authorizing the Execution of a Loan Agreement and a Governmental Agency Bond to Evidence Such Loan.

Schmidt confirmed proper public notice had been given, and he read the ordinance. He opened the public hearing. No one from the public chose to comment. The public hearing was closed.

Dujardin moved and Bradley seconded a motion to pass Ordinance No. 42, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Continuation of Public Hearing for the Slate River Annexation.

Schmidt confirmed proper public notice had been given. Yerman informed the Council that the preliminary plan application had gone out on November 27th. Staff suggested the hearing be continued to March 30th or April 6th. Yerman stated they would convene as the Planning Commission. Schmidt preferred a special meeting on the 30th. Yerman explained what would be reviewed at each meeting.

Schmidt opened the public hearing.

Kent Cowherd - 901 Teocalli Avenue

- Encouraged the Space to Create idea for the area, including a mixed-use building.

Sue Navy - 324 Gothic

- She questioned the part that Town would be getting. Yerman said 14 acres would go to public uses. She wanted to know if what Cowherd was speaking about would happen with the Town’s property.

Schmidt closed the public hearing.

Mitchell moved and Dujardin seconded a motion to continue the Slate River Annexation public hearing until April 6th, 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

OLD BUSINESS

1) Continuation of Discussion on the Community Compass.

MacDonald did not have anything new to present. The Council wanted to continue the conversation from the last meeting. Haver was a huge proponent. It was invaluable to him to have a clear vision. They were not fully clarifying what they wanted to be. Merrill agreed with Haver. She thought it would be a great way to pull the community back in and tell the Council what this place would look like in twenty years. MacDonald said they would proceed if the Council wanted to proceed. Mitchell identified that

goalposts and community engagement would be helpful. Bradley agreed. Schmidt liked the concept. He recalled planning charrettes. Schmidt thought it would be valuable and fair for the whole community to discuss. He suggested the Council discuss on the 21st. Magner heard either Community Compass or affordable housing in Town. MacDonald said it did not come from her, so Magner voiced that she was in favor. The Council agreed to move forward.

Kent Cowherd

- He was glad the Council came around. There was an opportunity to coordinate with Mt. Crested Butte.

Dujardin hoped they did more than happy hour at Kochevar's. They needed to capture the whole of the community.

NEW BUSINESS

1) Request from Craig Batchelor for the Town to Allow Trees to Remain in Block 3, Lot 1 in the Crested Butte Cemetery.

Bradley disclosed that Mr. Batchelor was a client. She recused herself and left the room.

Batchelor reported that he presented design plans for his cemetery lot in 2012 and 2014. He said the documents were altered. He mentioned a conversation he had with Betty Warren. Batchelor asked for the trees to remain.

Green informed the Council there were no opportunities in the Code to waive the regulations. MacDonald recognized the applications stated the rules. Stanford said the site plans that were submitted were relevant to a lot that he previously owned, before he transferred ownership to a new lot, where the trees were planted. Green added that the approval ran with the location and not the person. Green reminded the Council there was nothing in the guidelines or the Code that allowed for waivers. MacDonald identified the form Batchelor completed in 2014 indicated that trees were not allowed. Stanford pointed out the trees were not planted according to the plan submitted for the other lot in 2014. Green said the Council would have the authority to correct a mistake in fact, but she did not see that with what was in front of them.

Dujardin did not know how other lot owners would feel. He did not know how they could approve the request. Mitchell agreed. There were no easy answers. She thought they had to follow the guidelines. Haver apologized for the frustration and confusion. He thought they could revisit the Code. Betty Warren explained that roots encroached on other lots. Merrill guessed that the majority of people did not want trees in the cemetery. Haver acknowledged the Council could not give a waiver, and he did not know how many people would be behind allowing trees in the cemetery. The Council decided to uphold the cemetery guidelines and continue not allowing trees. Batchelor's trees would therefore need to be removed.

Bradley returned to the meeting.

2) Resolution No. 25, Series 2019 - A Resolution of the Crested Butte Town Council Endorsing the Declaration of a Climate Emergency and Reaffirming Crested Butte's Commitment to Climate Action.

Yemma focused on what Resolution No. 25, Series 2019 meant. The plan (Climate Action) laid out policies and projects the Town would work on in the next few years, each with its own public process. Passing the resolution would officially adopt the Climate Action Plan. Yemma listed goals in which the Town would commit to achieving through passage of the resolution. She reviewed edits that had been made to the Climate Action Plan. Schmidt confirmed Town would buy renewable energy credits for every GCEA meter in Town for one year. Dujardin thanked Yemma and Nola Hadley.

Sue Navy

- She thought it was wonderful and a long time coming.
- She asked what would happen when the year was up with renewable energy through GCEA.

Susan Kearns

- Questioned the cost to households for renewable energy.
- She urged the Council to consider climate change and accessibility in all Town endeavors.

Schmidt affirmed Town was declaring a climate emergency.

Dujardin moved and Mitchell seconded a motion to approve Resolution No. 25, Series 2019: A Resolution of the Crested Butte Town Council Endorsing the Declaration of a Climate Emergency and Reaffirming Crested Butte's Commitment to Climate Action, therefore adopting the 2019 Crested Butte Climate Action Plan. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Ordinance No. 43, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Partial Release of the Town's Option to Repurchase Townhouse Units Constructed on Block 76, Lots 1-6 and Block 77, Lot 10, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado.

Schmidt questioned the reason that the release was partial. Yerman answered it was because Phase 2 was not complete. The ordinance would clean up the title for financing.

Dujardin moved and Bradley seconded a motion to set Ordinance No. 43, Series 2019 to public hearing on January 6th. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

4) Ordinance No. 44, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing a Potable Water Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.

Earley stated the ordinance was to extend water services outside of Town's boundaries. Town would waive the tap and availability fees in exchange for an easement for the Town pipeline. Earley reminded the Council they entered into an agreement with Ruby Ridge for the same purpose. This piece would constitute the final piece of the puzzle to build the Town pipeline, which would afford redundancy in the Town's water source. The property was changing hands. MacDonald described it as serendipitous that the easements fell into place. Earley told the Council that the Town needed to do it.

Dujardin moved and Mitchell seconded a motion to set Ordinance No. 44, Series 2019 to public hearing at the January 6th, 2020 meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Green reported that Colorado Oil and Gas postponed rulemaking on implementing 181. The attorneys were still recommending that Town participate in proceedings.

COUNCIL REPORTS AND COMMITTEE UPDATES

Will Dujardin

- He had a meeting with Mountain Express and the consultants for the Whetstone Lots. They would be building a bus barn and facilities. He reviewed the timeline.
- There was a Mountain Express/RTA joint meeting. They would look at doing a joint meeting twice a year. They talked about the problems with the late night taxi. Telluride Express was temporary.
- They had the Climate Subcommittee of the OVLC meeting. They were getting pretty close with the speakers and schedule. MacDonald said there were a lot of details to work out. Registration was now open. She described it as a meaningful conference. Dujardin outlined speakers and panels.
- He went to the first Crested Butte State of Mind board meeting. He told them they needed to come to Council with the official ask.

Candice Bradley

- She met with John Norton, and there would be a TAPP meeting on January 9th.

Chris Haver

- They had a RTA meeting before the joint meeting.
 - RTA was on the winter bus schedule.
 - Preliminary signs in Almont were done.
 - Winter air service was down 153 round trips, which was still good.
 - There were no buy downs this year.
 - Starting January 7th, there was a fare sale for all points east of here.

- They were looking at the cost of Bustang running two times a day. The subsidy would be between \$100K and \$250K. The Bustang app should come out the beginning of the year.
- Gunnison Regional Housing Authority considered possibly helping with management in Anthracite Place and the mobile home project.
 - They were putting money into getting a new number reflecting demand.
 - It would be helpful to get a new needs assessment. He asked the Council to compile questions on what they wanted clarity. Schmidt conveyed that one member of the Housing Board was interested in asking how much storage, parking, and other aspects would be worth.

Jim Schmidt

- Went to the Mayor/Managers meeting on the 5th, the Housing Board meeting, and the North Village meeting last Friday.

Mallika Magner

- Ashley UpChurch would no longer be the Director at the Chamber.
- The Housing Fund was also losing their Executive Director.

Laura Mitchell

- Attended the planning meeting for Mountain Express, the RTA meeting, and the joint meeting.
- Plane tickets were on sale until tomorrow.

Mona Merrill

- Went to STOR meeting.
 - There were presentations on backcountry use and tools that could be used for futuristic planning.
 - The trails would be online in January.
 - They would be talking about e bikes.
 - Gunnison Valley Volunteers would help in getting volunteers for events.
 - The Forest Service presented on figuring out how people on trails were affecting wildlife and the National Forests.
 - She mentioned Rivalist, which was tracking via a person's phone.
- Merrill would be meeting on Thursday with Jenny Birnie.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dujardin brought up the amicus brief suit against Exxon and Suncor. For now, the Council could vote for the filing of an amicus brief by CC4CA. Green spoke with David Hughes from Boulder County. The Council could vote that the Town would sign on with the CC4CA brief and/or the Boulder County main brief.

Magner moved and Dujardin seconded a motion supporting CC4CA's filing of an amicus brief and creating a resolution to sign with Boulder County's. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Schmidt mentioned Cowherd's request to present at the January 6th meeting. Dujardin said they needed to consider his ideas, at least. The Council agreed, and Cowherd's topic would be added to the agenda.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, January 6, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, January 14, 2020 - 6:00PM Planning Commission Meeting
- *Tuesday*, January 21, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, February 3, 2019 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt read the reason for 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).

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

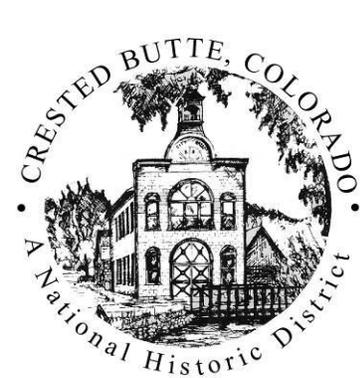
The Council went into Executive Session at 10:10PM. The Council returned to open meeting at 10:30PM. Mayor Schmidt made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 10:31PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

January 6, 2020

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 1, Series 2020 - 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

Date: December 16, 2019

Summary:

Ordinance No. 2, Series 2010 amended the Town Code by striking the list of three designated posting places. Furthermore, the ordinance stated that designated posting places shall be approved by resolution of the Town Council each year. Staff recommends the following three locations: 1) outside the reception office in the Town Offices, located at 507 Maroon Avenue; 2) the Crested Butte Library, located at 504 Maroon Avenue; and 3) the lobby of the Old Town Hall, located at 132 Elk Avenue in Crested Butte, Colorado, as the official public posting places for the purposes of posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption. These three locations have been the three posting places for Town in recent history.

Recommendation:

To approve Resolution No. 1, Series 2020 designating the three official public places for posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption as part of the Consent Agenda.

Recommended Motion:

Motion to approve Resolution No. 1, Series 2020 as a part of the Consent Agenda.

RESOLUTION NO. 1**SERIES 2020****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**

WHEREAS, the Town of Crested Butte, Colorado (“**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, Colorado Revised Statutes, section 24-6-402 (2) (c) requires that each Colorado municipality annually designate an official public posting place for notices announcing Town Council meetings and other important items;

WHEREAS, Article 4.11 of the Town Charter requires that, after adoption of an ordinance, copies of the ordinance shall be posted in three public places within Town; and

WHEREAS, the Town Council wishes to officially designate the following three locations: 1) outside the reception office in the Town Offices, located at 507 Maroon Avenue; 2) the Crested Butte Library, located at 504 Maroon Avenue; and 3) the lobby of Old Town Hall, located at 132 Elk Avenue in Crested Butte, Colorado, as the official public posting places for the purposes of posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption.

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

That the Town’s official public posting places for posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption, are hereby designated as: 1) outside the reception office in the Town Offices, located at 507 Maroon Avenue; 2) the Crested Butte Library, located at 504 Maroon Avenue; 3) the lobby of Old Town Hall, located at 132 Elk Avenue in Crested Butte, Colorado, as the official public posting places for the purposes of posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 6TH DAY OF JANUARY, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

January 6, 2020

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Alley Loop 2020 Nordic Marathon and Pub Ski Special Event Application and Special Event Liquor Permit

Date: December 13, 2019

Summary:

Andrew Arell submitted the Alley Loop 2020 Nordic Marathon and Pub Ski special event application and special event liquor permit on behalf of the Crested Butte Nordic Council. The pub ski is planned for Friday, January 31, 2020 from 5PM to 7:30PM. During the Pub Ski, participants Nordic ski from establishment to establishment. The Pub Ski uses the existing Elk Avenue closure. The Alley Loop Nordic Marathon is planned for Saturday, February 1, 2020 from 6:30AM to 3PM, including set up and take down.

Course grooming would require Elk Avenue to be closed in the 0, 100, and 200 Blocks, starting at 2AM on January 31. 1st Street, from Whiterock Avenue to Maroon Avenue, would be closed from 12AM to 4PM on February 1. The west side of 3rd Street, from Whiterock Avenue to Elk Avenue, would be closed on the same timeline. The vendor expo and beer garden would be located on 2nd Street, from the alley to Elk Avenue, on February 1. Volunteers would be working at the entrance/exit gate. Wristbands would be given for age designation.

Recommendation:

To approve the Alley Loop 2020 Nordic Marathon and Pub Ski special event application and special event liquor permit.

Recommended Motion:

Motion to approve the Alley Loop 2020 Nordic Marathon and Pub Ski special event application and special event liquor permit as part of the Consent Agenda.



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

2020

Name of Event: Alley Loop Nordic Marathon & Pub Ski

Date(s) of Event: 1/31/20 & 2/1/20

Location(s) of Event: Elk Avenue & Surrounding residential streets and alleys

Map Attached Showing Location of Event *Attach map showing location of event*

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.:*

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Crested Butte Nordic Council

Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Certificate of Good Standing.

Event Time(s) (start time of scheduled event to end time of scheduled event each day:

Date	<u>1/31/20 - Pub Ski</u>	Time: From	<u>5 PM</u>	To	<u>7:30 PM</u>
Date		Time: From		To	
Date	<u>2/1/20 - Ski Races</u>	Time: From	<u>9 AM</u>	To	<u>3 PM</u>
Date		Time: From		To	

Total Time (including setup, scheduled event, breakdown, and clean up):

Date	<u>1/31/20 - Grooming</u>	Time: From	<u>2 AM</u>	To	<u>7 AM</u>
Date	<u>2/1/20 - Grooming</u>	Time: From	<u>2 AM</u>	To	<u>7 AM</u>
Date		Time: From		To	
Date	<u>2/2/20 - Finish EXPO</u>	Time: From	<u>6:30 AM</u>	To	<u>3 PM</u>

Expected Numbers: Participants: 900 - 1000 Spectators: 200

Name of Event Organizer: Andrew Arell

Phone: 970.349.1707 x4 Cell Phone: 720.404.2311

E-Mail: events@cbnordic.org Fax Number: _____

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

Phone: _____ Cell Phone: _____ E-Mail: _____

Mailing Address of Organization Holding the Event: _____

Email Address of Organization: _____ Phone Number: _____

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

(a) 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 Permit Application is Attached with Appropriate Fees and Diagram

Describe Plan for Security and Include with Diagram: (All major impact events, as well as events that receive a Special Event Liquor License, are required to have a security plan):

CBN staff and deputized volunteers will enforce liquor boundary

(b) 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 with 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 on the Insurance Certificate. (Note: Your application cannot be approved until we receive proof of insurance) Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.

Is Proof of Insurance Attached? Yes No

3. ROAD CLOSURES, PARKING/HANDICAPPED PARKING, BUS SERVICE:

Will Your Event Require Any Road Closures? Yes No (See attached map w/ Road closure notification)

If Yes, Explain in Detail Streets Closures and Times of Closures:

Streets: Elk Ave (Blk 0-3) Date 1/31/20 Time: From 2 AM To 11:59 PM

Streets: Elk Ave (Blk 0-3) Date 2/1/20 Time: From 12 AM To 4 PM

Streets: _____ Date _____ Time: From _____ To _____

Streets: 1st STREET (Whiterock to Maroon) Date 2/1/20 Time: From 12 AM To 4 PM

Streets: 3rd STREET (West Side) (Whiterock to Elk Ave) Date 2/1/20 Time: From 12 AM To 4 PM

Streets: _____ Date _____ Time: From _____ To _____

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

If Yes, Explain Impact (include times): Elk Ave Bus Reroute
1/31 2 A.M. to 2/1 4 P.M.

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

If yes, you must work with the Marshal's Department to create temporary handicapped parking spaces for the duration of your event.

Describe Plan for Parking: Participants will be directed to park at 4-way lot and public right-of-ways

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 and snow hauling

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, brochures, etc.), 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

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

If Yes, Describe: PA sound system with live emcee & music

Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Residents and businesses within 250' of the proposed event must receive written notification (7) days prior to the start of the event.

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

See attached Business notification letter.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 3-5 Trash cans

What recyclable products will be generated at the event? Aluminum cans / 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 Waste Management, please contact them directly at (970) 641-1986. Note: Any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

Collected trash and recycling will be hauled to CB Nordic Center for disposal/recycling

Describe Plan for Portable Toilets and/or Restrooms. (Include number of portable toilets and plan to restore bathrooms to their original state following your event): (Required: 1 portable toilet to every 40 attendees)

4 Temporary porta-Johns will be staged at Finish Line Expo (2nd & Elk)

6. SALES TAX:

Have you paid sales tax from your event last year? Yes No

If No, you must pay delinquent sales tax before your special event application will be considered.

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 with a List of Vendors to the Clerk's Office.

Town of Crested Butte Sales Tax Application is Attached.

NIA

List of Vendors with your Crested Butte Sales Tax Application.

NIA

7. BANNER PERMITS:

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 the Front Desk at Town Hall.

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: _____

Please review your application and make sure all questions are answered. Read, sign, and date the following prior to submitting your application.

8. PLEASE REVIEW, SIGN, AND DATE:

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/Indemnitor") hereby acknowledge and agree to the following: (i) Releasor/Indemnitor assume all risk of injury, loss or damage to Releasor/Indemnitor, 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/Indemnitor 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. If 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 / 
 Print Name Clearly / Signature of Applicant (Permittee)

11/15/19
 Date

2020 Alley Loop - Parking Restrictions / Street Closures

RESIDENT PARKING RESTRICTIONS on these Streets and Alley's will be in effect from -
Thursday night (12:01 AM, Friday, January 31st) until Saturday, February 1st, 4:00 PM.

Parking Restriction Map -

www.cbnordic.org/parking-restrictions

Please plan to adjust your parking, or move your vehicle from the following locations
 ahead of the dates/times listed below.

THURSDAY Night - (12:01 AM, Friday, January 31st) until **SATURDAY, February 1st at 4:00 PM**

Full closure: No driving, no parking

- Elk Avenue : From the West End (Old Kebler) to 1st Street
- Elk / Maroon ALLEY: between 1st Street and 2nd Street
- Teocalli / Butte ALLEY: between 2nd Street and 3rd Street
- Sopris / Whiterock ALLEY: between 1st Street and 3rd Street

No Parking, alternate routes encouraged on Saturday:

- 3rd Street: EAST side of Street from Totem Pole Park to Teocalli Ave
- 3rd Street: WEST side of Street from Teocalli Ave to Butte Ave

FRIDAY Night - (12:01 AM, Saturday, February 1st) until **SATURDAY, February 1st at 4:00 PM**

Full Closure: No Parking, no driving:

- 1st Street: Either side of street from Whiterock Ave to Maroon Ave
- 3rd Street: WEST side of Street from Whiterock / Sopris ALLEY to Elk Ave

No Parking, alternate routes encouraged on Saturday:

- 2nd Street: EAST side right-of-way from Gothic / Teocalli ALLEY to Teocalli / Butte ALLEY
- Gothic / Teocalli ALLEY: between 2nd Street and 3rd Street

Crested Butte Nordic apologizes for these inconveniences, while also expressing our appreciation to the community for accommodating this most unique nordic ski spectacle!

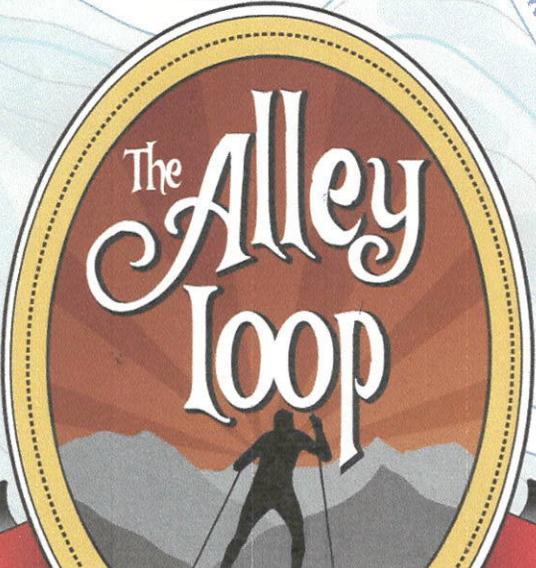
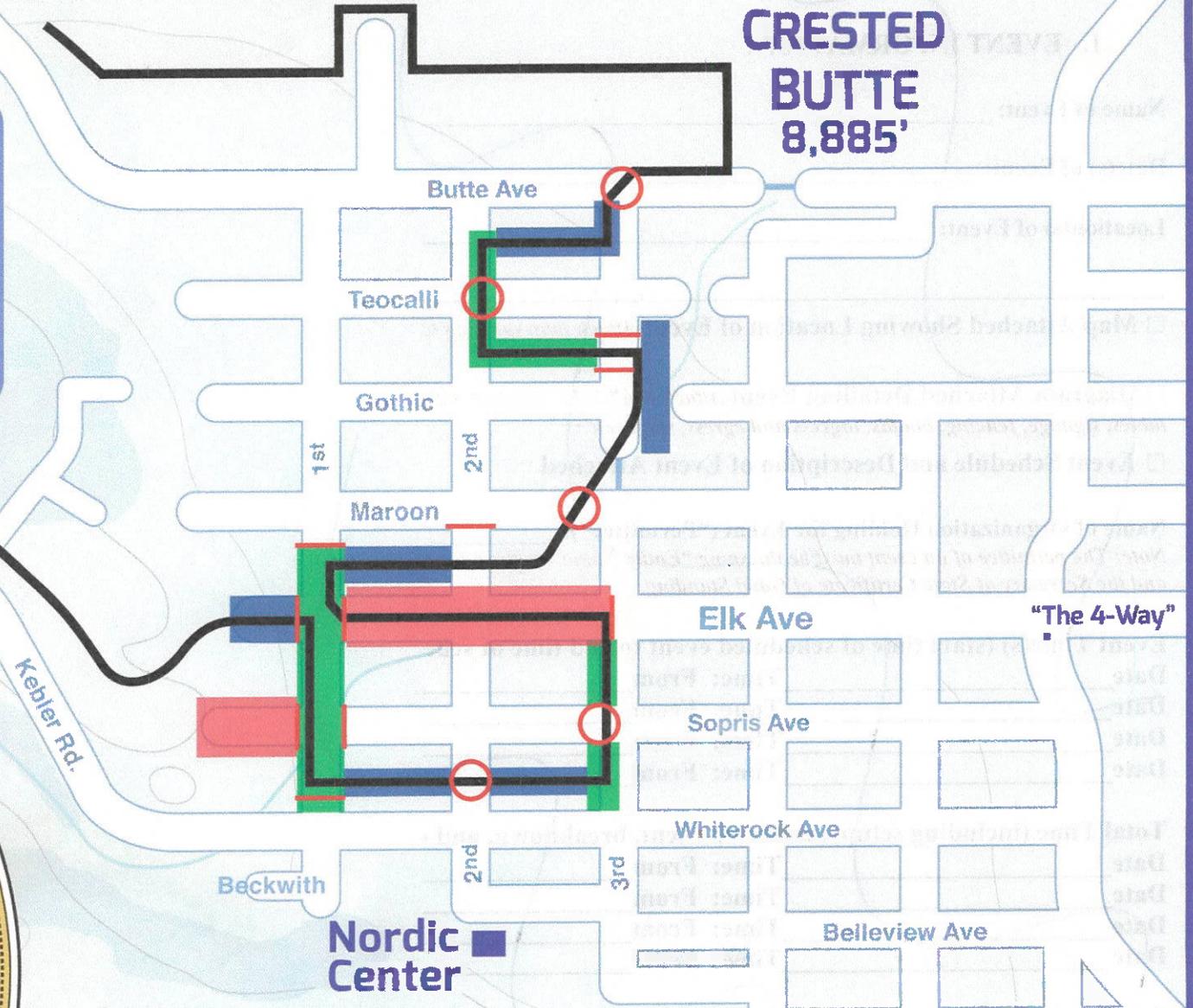
-  No parking Thursday night (12:01am Friday) thru Saturday at 4pm
-  No parking Friday night (12:01am Saturday) thru Saturday at 4pm
-  No vehicular access for residents Saturday 12:01am to 4pm



CRESTED BUTTE
8,885'

LEGEND

- Course Crossing w/ Marshal 
- Barrier, no crossing 
- No parking Thur night - Sat 
- No parking Fri night - Sat 
- No vehicle access during closure 



Parking Restrictions

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:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

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

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP):
PO Box 1269
Crested Butte, CO. 81224

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP):
2nd Street & Elk Avenue
Crested Butte, CO. 81224

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

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? 3

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO 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	
Hours	From To	Hours	From To	Hours	From To	Hours	From To
	<u>10 A.m.</u> <u>To 2 P.m.</u>						

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: [Signature] TITLE: Executive Director DATE: 11/18/19

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.

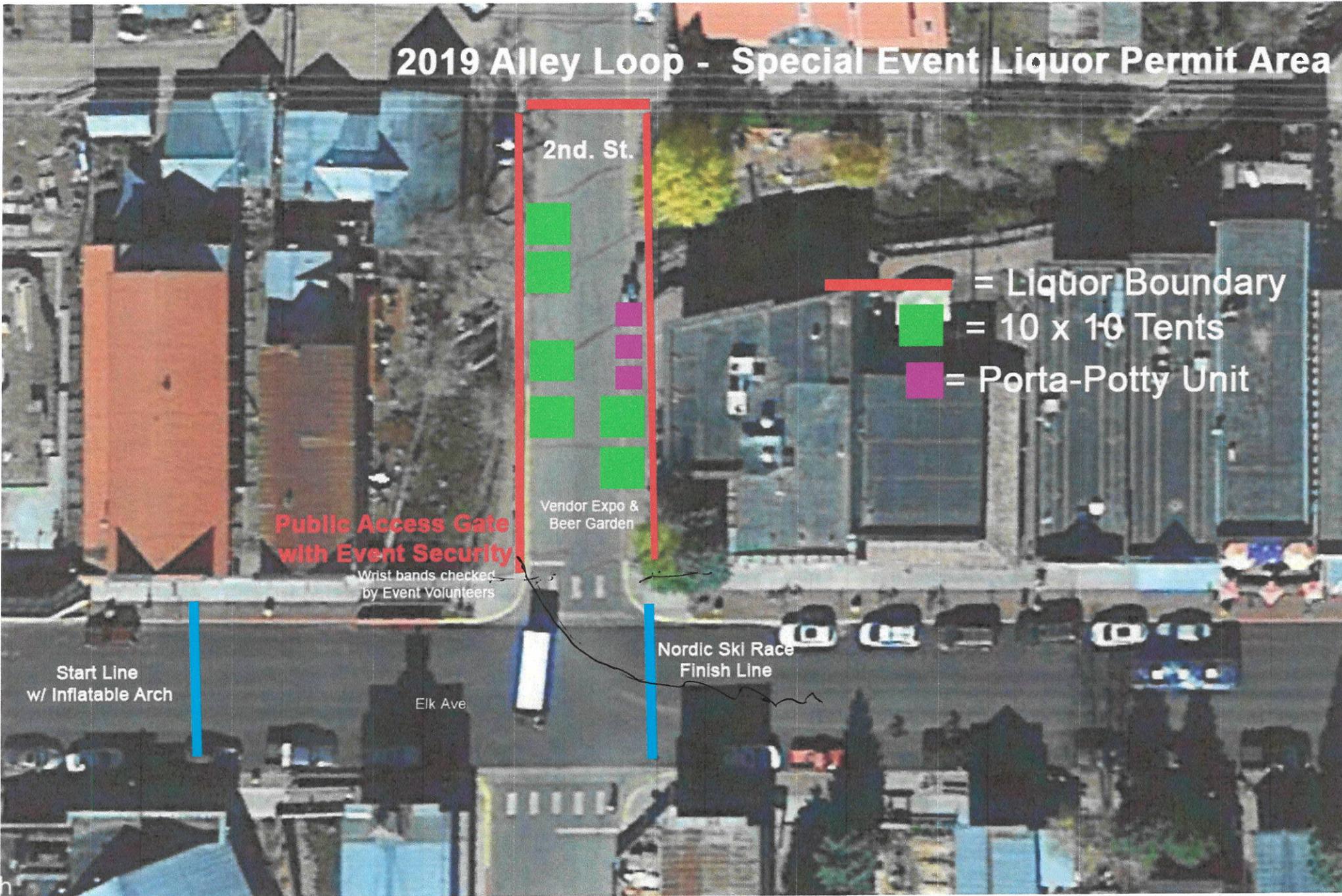
LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Town of Crested Butte CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK: (970) 349-5330

SIGNATURE: [Signature] TITLE: Deputy Town Clerk DATE: 12/31/19

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

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

2019 Alley Loop - Special Event Liquor Permit Area



2nd. St.

-  = Liquor Boundary
-  = 10 x 10 Tents
-  = Porta-Potty Unit

Public Access Gate with Event Security

Wrist bands checked by Event Volunteers

Vendor Expo & Beer Garden

Start Line w/ Inflatable Arch

Elk Ave

Nordic Ski Race Finish Line

SPECIAL EVENT: ALLEY LOOP NORDIC MARATHON & PUB CRAWL (1/31/20 - 2/1/20)

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.

MARSHALS:

Conditions/Restrictions/Comments:

Ok per CBMO. Pre event meeting requested.

Michael Reily

11/20/19

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

Approved

Shea D Earley

12/16/2019

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

OK

Janna Hansen

11/20/19

Signature

Date

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.

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford

12-13-2019

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Application
One Day Banner

Dara T. MacDonald

12.18.19

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

ok.

Ric Ems

12/17/19

Signature

Date

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.

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

On Friday, January 31 town buses will reroute onto Maroon to provide service to the Old Town Hall bus stop.

On Saturday, February 1 buses will reroute onto 5th Street to provide service to 6th & Belleview. Buses will not service the Old Town Hall until Elk Avenue is clear of snow. Request the town widen Maroon Avenue from 5th Street to 2nd Street.

Chris Larsen

12/18/19

Signature

Date



Staff Report

To: Mayor Schmidt and Town Council
From: Michael Yerman, Community Development Director
Subject: Resolution 22, Series 2020- Snowplowing Covenant Block 76
Date: January 6, 2020

Background:

The planning and design process for the development of Block 76 has created a need for alley access for parking and garage access. The density of the Block requires parking on both Gothic Avenue and the alley along Rainbow Park. This covenant ensures that all the new homeowners contribute evenly to snow removal for the alley.

The Town will record a covenant across all the lots of Block 76 proportionally dividing the expense to each lot based on the intended density of the lot. There are 15 dwelling units. The Town will bill and collect payments from the lot owners into the future after each month plowing occurs.

Recommendation:

A Council member make a motion followed by a second to approve Resolution 2, Series 2020 to approve the snow removal reimbursement covenant for Block 76.

RESOLUTION NO. 2

SERIES 2020

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE SNOW REMOVAL REIMBURSEMENT COVENANT AFFECTING BLOCK 76 LOTS 1-6, TOWN OF CRESTED BUTTE ACCORDING TO THE REPLAT OF BLOCK 76, PARADISE PARK SUBDIVISION RECORDED IN THE REAL PROPOERTY RECORDS OF THE CLERK AND RECORDER GUNNSION COUNTY, COLORADO ON FEBRUARY 22, 2019 AT RECEPTION NO. 658805

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

WHEREAS, the owners of Lots 1-6 located in Block 76 designed garages and parking in the alley that require access and parking during the winter;

WHEREAS, the alley in Block 76 will need to be plowed during the winter to allow for parking and access;

WHEREAS, the Town does not plow residential alleys; and

WHEREAS, the Town Council finds the reimbursement for the costs of plowing the alley by owners located along the frontage of the alley located in Block 76 is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

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

Findings; Approval. The Town Council hereby approves the attached snow removal reimbursement covenant for Block 76, Lots 1-6, and find that it is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte

Authorization and Effective Date. The Town Council further states that the effective date of this resolution shall be immediately upon adoption, and authorizes the Mayor to execute the snow removal reimbursement covenant attached hereto as Exhibit A.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

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

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

SNOW REMOVAL REIMBURSEMENT COVENANT

THIS SNOW REMOVAL REIMBURSEMENT COVENANT (this "**Covenant**") is made effective this ___ day of _____, 20__ by and between the TOWN OF CRESTED BUTTE, COLORADO (the "**Town**"), Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and Bywater, LLC, an Oklahoma limited liability company ("**Bywater**"), the fee title owner (the "**Owner**") of Lots 1-6, Block 76, Town of Crested Butte according to the Replat of Block 76, Paradise Park Subdivision Recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on February 22, 2019 at Reception No. 658805 (the "**Subject Property**").

RECITALS:

- A. The Owner that have executed this Covenant represent the fee title owners collectively of the Subject Property, and individually of the lots contained therein.
- B. The Subject Property and the individual lots contained therein have certain alleys adjacent and appurtenant thereto.
- C. The Owner desires to have such alleys snow-plowed by the Town as and when necessary.
- D. The Town has agreed to plow such alleys as and when necessary provided that each of the Owner reimburses the Town its aliquot share of the costs of such snow plowing services.

NOW, THEREFORE, in consideration of the agreements, covenant and conditions set forth herein, the Town and the Owners agree as follows:

AGREEMENT:

1. **Removal of Snow**. The Town hereby agrees to plow the alleys adjacent and appurtenant to the Subject Property as and when the Town determines the same is appropriate, consistent with the Town's other Town-wide plowing and snow removal programs (the "**Alley Plowing Services**"). The Town may contract for the performance of such Alley Plowing Services on behalf of the Town.

2. **Reimbursement.** In exchange for the Town providing the Owners the Alley Plowing Services, the Owners agree to reimburse the Town the costs and expenses thereof. The Owners sharing ratios by lot in the Subject Property for purposes of determining each lot's proportionate share of the total costs and expenses of the Alley Plowing Services and reimbursing the Town therefor are as follows:

Lot 1 Units A and B:	2/15
Lot 2 Units A, B, and C:	3/15
Lot 3 Units A, B, and C:	3/15
Lot 4 Units A and B:	2/15
Lot 5 Units A, B, and C:	3/15
Lot 6 Units A and B:	2/15

3. **Duration; Obligations.** The rights, obligations and restrictions contained in this Covenant shall run with the land and title to the Subject Property and the individual lots contained therein and shall forever bind all persons and entities having any right, title or interest in and to such property.

4. **Payment.** Each Owner shall pay the Town such lot Owner's proportionate share of the costs and expenses of the Alley Plowing Services in a timely manner, not to exceed 30 days from receipt of an invoice therefor. Any amounts not timely paid shall accrue interest at a rate of 3% per annum, commencing as of the date such sum is due until paid.

5. **Default; Remedies.**

5.1 The following conditions, occurrences or actions shall constitute a default by an Owner under this Agreement: (a) an Owner's failure to pay to Town upon demand any amounts due and owing the Town under this Covenant; and (b) an Owner's violation of any provision of this Covenant.

5.2 Upon the occurrence of a default of an Owner, the Town shall have the right to pursue all remedies at law and in equity.

5.3 All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such remedies and/or interpret this Covenant, the applicable Owner shall pay to the Town all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

6. **Lien Created.** Each Owner represents and warrants that the obligations contained in this Covenant shall be a lien against the Owner's property, collectible pursuant to pursuant to Section 4-8-10 of the Crested Butte Municipal Code, as amended.

7. **Representations and Warranties.** Each Owner represents that it shall be subject to all laws, ordinances and regulations of the Town, as amended and modified from time to time.

8. Miscellaneous.

8.1 **Recitals.** The Recitals set forth hereinabove are deemed to be material terms of this Covenant.

8.2 **Construction.** None of the provisions of this Covenant shall be construed against or interpreted to the disadvantage of either party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.

8.3 **Enforcement.** A failure to comply with this Covenant shall be grounds for an action to recover damages, for injunctive relief, for specific performance and/or any other remedy available at law and in equity.

8.4 **Notices.** All notices required pursuant to this Covenant shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above as to the Town and in the Town's official records as respects each Owner.

8.5 **Severability.** If any provision of this Covenant is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

8.6 **Attorneys' Fees; Costs.** If any dispute arises in connection with this Covenant or any document provided for herein or related hereto, the substantially prevailing party shall be entitled to reasonable attorneys' fees together with all reasonable costs and expenses incurred in connection with such dispute.

8.8 **Entire Agreement.** This Covenant represents the entire agreement of the parties respecting the subject matters addressed herein. This Covenant may be amended only in writing by properly executed agreement.

8.9 **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue is any action in connection with this Agreement shall be the District Court of Gunnison County, Colorado.

8.10 **Waiver.** No breach by Owner, or his heirs, successors, and assigns, of any term or covenant of this Covenant, shall create a waiver by, or estoppel against the Town, as to future or continuing breaches it being the express understanding of the parties that breaches of this Covenant may be waived only by written consent of the Town.

8.11 **Amendment.** No term or provision of this Covenant may be amended, except in writing signed and duly acknowledged by the parties, and in the Town's case, duly adopted by the Town Council, as applicable. No such amendment shall be effective until

recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

8.12 **Counterparts; Telecopy.** This Covenant may be executed in multiple counterparts, each of when, when taken together, shall constitute one and the same instrument. For purpose of enforcement, facsimile, E-mail and telecopy reproductions of this Covenant shall be deemed to be originals.

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



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: January 6, 2020

Town Manager

- 1) Council Retreat – I would like to confirm that the morning of Tuesday, February 25th will work for everyone for a four-hour retreat. We would conclude by 1:00 p.m. If the date works for all, I will proceed with confirming the facilitator, Sandy Blaha, and location.
- 2) CBFDP/CBSAR Land Sharing MOU – Update from Sean Cafferty with the Crested Butte Fire Protection District – “Attached is the recently concluded MOU between the Fire District and CBSAR regarding sharing of the TP-1 parcel currently being considered for annexation and subsequent donation for public safety use. Our hope in executing this MOU is to give the Town of Crested Butte confidence that our two organizations have developed a workable arrangement to accept donation of the land, build appropriate facilities, and share the site effectively on a long-term basis.”

Public Works

- 1) Water Treatment Plant – A final walk through of the Water Treatment Facility was performed on December 17, 2019. A final inspection by representatives of Colorado Department of Public Health and Environment will be scheduled in early January. Town staff will initiate the contract closeout procedures once the inspection has been performed.
- 2) Wastewater Treatment Plant Lift Stations – Wastewater Treatment Facility staff and Browns Hill Engineering installed all hardware and associated programming at the five lift station locations. This upgrade will now enable Town Staff to remotely monitor and control the lift stations. The upgrades also included the replacement of the existing alarm dialer system with a modern system that utilizes radio telemetry.
- 3) Amendment to Snow Removal Operations – Staff would like to modify snow plowing operations on 2ND street between Elk Ave and Whiterock Ave. Currently, snow removal staff windrow snow to the center of the road, from Elk Ave to the Big Mine Ice Arena, and push it all the way to the Big Mine Snow Storage Area. This constitutes approximately 2 to 3 hours of labor and accounts for the majority of the snow stored at Big Mine. Staff is proposing to only windrow snow from Elk Ave to the south alley (400 block), there by continuing to maintain the bus stop in the same manner as before. From the alley (400 block) to Big Mine, snow would be pushed to alternating sides of the street. There are several benefits to this modification. Most notably, this change would decrease the man hours spent to remove snow on 2nd Street by more than half. It would also decrease the amount of snow stored in Big Mine by about 75%. The decreased in stored snow is significant for several

reasons. One, it would increase the parking capacity at Big Mine during the winter months and, two, it would decrease the amount of time required by snow removal staff to maintain the stored snow.

Marshals

- 1) It was oddly quiet on New Year's Day. Whatever everyone was doing that day, keep doing it. Thanks.
- 2) With increased town activity everyone is reminded to let guests know of our winter parking rules. A few locals could probably brush up on the rules themselves. The Odd/Even parking plan helps us keep the roads clear whether the snow is flying or Public Works crews are simply cleaning up encroaching snow piles. Ticketing and towing can occur on any given day regardless of whether it snowed the night before or not. Those with questions can be directed to the town website (https://www.crestedbutte-co.gov/index.asp?SEC=9271A5D5-4155-47E2-AB7D-18E162979BB2&Type=B_BASIC) or they can call the Marshal's Office (349.5231) directly for more personal service.

Parks & Rec

- 1) No updates

Community Development

- 1) No updates

Town Clerk

- 1) No updates.

Finance

- 1) **Sales Tax** - As of December 30th, sales tax collection for November was down 9% versus 2018. Continuing the 2019 trend, grocery, construction / hardware and utilities (other) are leading the way in terms of growth. November has been a highly variable sales tax month, and seemingly dependent on early snow. 2014 through 2019 numbers were \$144k, \$112k, \$183k, \$396k, \$330k and

BUSINESS TYPE	Nov-19	Nov-18	\$ Diff	% Diff
LODGING	\$87,308	\$114,939	(\$27,632)	-24%
RETAIL	\$54,801	\$63,897	(\$9,096)	-14%
CONST/HRDWR/AUTO	\$39,993	\$33,289	\$6,704	20%
BARS/REST	\$36,280	\$43,615	(\$7,334)	-17%
GROCERY	\$28,547	\$24,373	\$4,173	17%
OTHER	\$24,682	\$18,329	\$6,352	35%
SERVICE	\$22,183	\$21,142	\$1,040	5%
RETAIL:MMJ	\$6,054	\$10,256	(\$4,202)	-41%
TOTAL	\$301,737	\$330,678	(\$28,941)	-9%

\$301k.

Through November, town sales tax has grown 4%. The last five years have seen a significant upward trend, with a compounded annual growth rate of over 11%. All categories, except MMJ, have seen a continual upward trajectory. YTD vacation rental excise tax, not included below, is \$262k and up 7% versus 2018.

BUSINESS TYPE	YTD NOV 2019	YTD NOV 2018	\$ Diff	% Diff
BARS/REST	\$1,240,205	\$1,203,970	\$36,235	3%
RETAIL	\$1,002,905	\$1,008,495	(\$5,589)	-1%
LODGING	\$840,511	\$842,580	(\$2,069)	0%
GROCERY	\$472,574	\$434,427	\$38,148	9%
CONST/HRDWR/AUTO	\$401,737	\$332,239	\$69,498	21%
OTHER	\$237,437	\$185,828	\$51,610	28%
SERVICE	\$198,264	\$193,804	\$4,460	2%
RETAIL:MMJ	\$109,468	\$129,875	(\$20,407)	-16%
TOTAL	\$4,505,938	\$4,333,050	\$172,888	4%

YTD vacation rental excise tax, not included above, is \$262k and up 7% versus 2018. This rate of excise tax collection allows Town to build one rental unit per year, or subsidize 3-6 for sale units per year. Any large rental project would require a subsidy from general capital (taking away from other projects) and/or another revenue source such as the proposed “dark house” tax.

- 2) **Cigarette / Nicotine Tax** - Preparations for this new tax are largely complete. MUNIREvs, our tax collection system, has been properly updated and tested. Vendors have been preparing their point-of-sale systems to account for the new tax beginning January 1st 2020. I only have concerns about one vendor not being prepared on January 1st.

Intergovernmental

The next meeting will be hosted by Mt. Crested Butte on Feb 12, 2020.

Upcoming Meetings or Events

Monday, January 13th 6:00 – 8:00, Gunnison Country Climate Conference Keynote speaker, Center for the Arts

Tuesday, January 14th 6:00 p.m. Planning Commission public hearing on the preliminary plan review of the Slate River annexation

Friday, January 17th 8:30 -4:30, Gunnison Country Climate Conference, Western CO Univ. Ballroom

Wednesday, Feb 12th 6:00 – 8:00, Intergovernmental dinner, Mountaineer Square

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

**MEMORANDUM OF UNDERSTANDING
REGARDING SHARED CONSTRUCTION AND USE OF TP-1 PARCEL**

This Memorandum of Understanding (this "MOU") is entered into on December 11, 2019, by and between **CRESTED BUTTE FIRE PROTECTION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **CRESTED BUTTE SEARCH AND RESCUE**, a Colorado non-profit corporation ("CBSAR"), (the District and CBSAR may be referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the District is a title 32 fire protection district organized and operating pursuant to the laws of the State of Colorado; and

WHEREAS, CBSAR is a Colorado non-profit corporation providing search and rescue services under the direction of the Gunnison County Sheriff, etc.; and

WHEREAS, the Parties wish to cooperate on the construction of facilities for their respective use on the TP-1 parcel that will be donated to the Parties by the Town of Crested Butte ("Town"); and

WHEREAS, the parties wish to share common exterior features of the parcel to include driveways and parking areas; and

WHEREAS, the Parties agree that entering into this MOU would serve the public interest and protect the health, safety, and welfare of the citizens each Party serves.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. **PROPERTY TRANSFER.** The real property that is the subject of this MOU consists of approximately 2.90 acres more or less and has recently been annexed by the Town. The property is further identified and described in the attached **EXHIBIT A**, which is incorporated herein by this reference (the "Property"). The District shall take full ownership of the Property and the Property shall be titled in the name of the District.
2. **LEASE TO CBSAR.** Upon completion of the transfer of the Property to the District, the District shall enter into a long-term lease with CBSAR, for a term not to exceed 99 years ("Lease"). The Lease shall designate a specific area of the Property to be used and occupied by CBSAR for purposes of the construction and on-going operation of a CBSAR facility. In addition, the Lease shall specify CBSAR's rights and abilities with regard to the use of parking, driveways, and other exterior features of the Property. The rent shall not exceed \$5.00 a month for the full term of the lease.

- 8. TERM AND TERMINATION.** This MOU shall commence upon execution and shall continue until December 31, 2020. If not sooner terminated as provided below, this MOU shall automatically renew for successive one-year terms. The District shall have the right to terminate this MOU upon written notice if, after a good faith effort, it fails to obtain passage of a bond issue to fund improvements upon the Property.
- 9. TABOR.** All financial obligations of the District under this MOU are contingent upon annual appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this MOU shall be deemed to create a debt or multiple fiscal year financial obligation of the District, a pledge of the credit of the District, or a collection or payment guarantee by the District.
- 10. NOTICES.** Any notice required or permitted by this MOU shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below or otherwise provided by either party in writing. Such notice shall be deemed to have been given when deposited in the U.S. Mail, or when delivered electronically, read-receipt requested and received by the sending party.

DISTRICT:

Crested Butte Fire Protection District
 Attn: District Manager
 306 Maroon Ave
 P.O. Box 1009
 Crested Butte, CO 81224
 Email: scaffrey@cbfpd.org

Copy to:

Lyons Gaddis
 Attn: John Chmil
 P.O. Box 978
 Longmont, CO 80502
 Email: jchmil@lyonsgaddis.com

CBSAR:

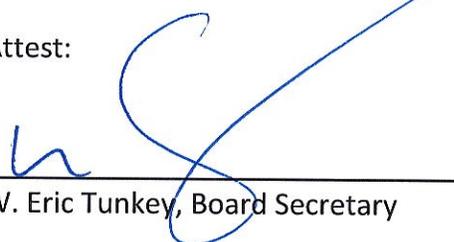
Crested Butte Search and Rescue
 Attn: Randy Felix
 2 North 8th Street, Building E
 P.O. Box 485
 Crested Butte, CO 81224
 Email: randyfelix@hotmail.com

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

CRESTED BUTTE FIRE PROTECTION DISTRICT

By: 
Paul Hird, Board President

Attest:


W. Eric Tunkey, Board Secretary

CRESTED BUTTE SEARCH AND RESCUE

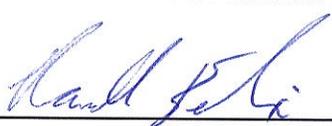

Randall Felix, President

EXHIBIT B
(Design Study)



Staff Report

January 6, 2020

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2019-39, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 606 6th Street to The Center for the Arts

Summary: The Center for the Arts (“Center”) has been a long-term tenant of the Town. Their most recent lease was executed in 2010 with a fifty-year term. The Center is nearing completion on Phase 1 of their expansion project and a new lease is required to address the new building and associated responsibilities.

Previous Council Action: In May of 2017, with Ordinances 2017-13 and 2017-14, the Council approved an Amendment to the 2010 Lease and Tenant Improvement Agreement providing for the Center to proceed with construction of certain improvements known as Phase 1 at the property. Amendment to the 2010 Lease requires that “Upon completion of construction of Phase 1 pursuant to the Tenant Improvements Agreement, the Town and the Center shall enter into a new lease (the “New Lease”) addressing the Center’s going forward tenancy of the Premises following construction. The New Lease shall include, without limitation, (a) facility management terms addressing the Center’s ongoing maintenance and management responsibilities of the Premises; (b) funding terms addressing the Center’s financing and fiscal responsibilities for the ongoing maintenance and operation of the Premises”

On November 18th the Council reviewed the draft lease and requested some changes be made to the document for consideration on December 2nd at second reading of the ordinance. Additional changes around lighting were requested during the meeting on December 2nd. Subsequently, additional changes were requested by the Council following discussion at the meeting on December 16th. These additional changes are highlighted below and incorporated into the draft lease.

Background and Discussion: On December 16th the Council requested additional changes to the lease to address lighting. The highlighted text has been modified or added to the lease in response to Council comments and direction.

Section 10 – Utilities. The Center shall be responsible for arranging and paying for all utilities used on the Premises, including but not limited to electricity, gas, water, sewer, trash collection and telecommunications services. The Center will also be responsible for annual testing of the backflow prevention device providing domestic water service to the

Premises. The Town shall be responsible for annual testing of the backflow prevention device for park irrigation on grounds adjacent to the Center's facilities. The Center agrees that it will make its best efforts to conserve energy, use renewable energy sources, and implement best management practices to minimize the use of natural gas and electricity in its daily activities on the Premises and in the Buildings on the Premises. ~~After hours lighting shall be the minimal amount necessary to provide for safety and security and shall not create visual light pollution or impact on any other lot, tract or parcel in the Town, or directly illuminate adjoining lots, tracts, parcels or rights of way, including alleys.~~ All lighting inside the Building ~~is~~ shall remain on occupancy sensors with the exception of the lobby-entrance area, the community room and the theater. The Center further agrees that when any rooms in the Building including the lobby-entrance area, the community room and the theater are unoccupied, all lighting in these rooms (except "Exit" signs over the doors) will be turned off by sunset.

These changes have been incorporated into the Lease attached to the ordinance for approval.

On December 31st the Center's representatives requested that the Town again revisit the term of the lease requesting a longer term. An executive session has been added to the agenda to provide legal advice to the Council around this issue.

Legal Implications: The Lease has been reviewed by the Town Attorney.

Recommendation: Staff recommends the Town enter into a lease with Center.

Proposed Motion: Motion and a second to approve Ordinance No. 39, Series 2019.

ORDINANCE NO. 39**SERIES NO. 2019****AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE OF A
PORTION OF THE PROPERTY AT 606 SIXTH
STREET TO THE CENTER FOR THE ARTS**

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

WHEREAS, the Town is the owner of Lots One through Sixteen (1-16), Block 50, Town of Crested Butte, County of Gunnison, and State of Colorado, together with certain buildings and improvements located there on, also known as 606 6th Street; and

WHEREAS, on December 23, 2010, the Town entered into a fifty-year lease ("2010 Lease") with The Center for the Arts ("the Center"), a Colorado non-profit corporation, for a portion of the property known as 606 6th Street ("Property"); and

WHEREAS, on May 19, 2017, the Town entered into an Amendment to the 2010 Lease and a Tenant Improvements Agreement providing for the Center to proceed with construction of certain improvements on the Property; and

WHEREAS, the Amendment to the 2010 Lease requires that "Upon completion of construction of Phase 1 pursuant to the Tenant Improvements Agreement, the Town and the Center shall enter into a new lease (the "New Lease") addressing the Center's going forward tenancy of the Premises following construction. The New Lease shall include, without limitation, (a) facility management terms addressing the Center's ongoing maintenance and management responsibilities of the Premises; (b) funding terms addressing the Center's financing and fiscal responsibilities for the ongoing maintenance and operation of the Premises"; and

WHEREAS, construction of Phase 1 improvements is nearing completion; and

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

WHEREAS the Town Council finds hereby that approving this Lease Agreement is in the best interest of the Town.

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

1. **Findings.** The foregoing recitals are hereby fully incorporated herein as findings.

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 18th DAY OF NOVEMBER, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF ____, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreement

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), made and entered into this ___ day of _____, 2020, is by and between the Town of Crested Butte, Colorado, a Colorado home-rule municipal corporation, 507 Maroon Street, P.O. Box 39, Crested Butte, Colorado 81224 (hereinafter referred to as “Town”), and The Center for the Arts, a Colorado non-profit corporation, 606 6th Street, P.O. Box 1819, Crested Butte, Colorado 81224 (hereafter referred to as “Center”). The Town and the Center are referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, the Town is the owner of certain real property, located at 606 6th Street, Crested Butte Colorado 81224. Town of Crested Butte, County of Gunnison, State of Colorado, and the improvements located thereon, which improvements are further depicted on the attached Exhibit A (collectively the “Premises”);

WHEREAS, the Center incorporated in 1986 for the purposes of enriching and expanding community participation in the arts in the Town and in Gunnison County, and the Center is currently operating as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code and the laws of the state of Colorado;

WHEREAS, the Town and the Center are currently parties to a lease dated December 23, 2010, and the Town and the Center desire to replace their 2010 lease with this Lease;

WHEREAS, the Center wishes to continue using the Premises for artistic, educational, scientific and cultural activities; and

WHEREAS, the Town, by and through its Town Council finds that such use of the Premises will benefit and promote the general welfare of the Town of Crested Butte and its citizens.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual covenants, conditions, and promises set forth herein, the Town and Center agree as follows:

1. Lease of Premises. The Town hereby leases the Premises to the Center. The Premises comprise the real property, buildings and other improvements that are the subject of this Lease, which improvements are further depicted on the attached Exhibit A.

2. Lease Term, Renewal, Rent, and Review. The initial term of this Lease shall commence on the date set forth above and continue for a period of thirty (30) years thereafter. This Lease shall thereafter be renewed automatically for three succeeding terms of ten (10) years unless either party gives written notice to the other at least one year prior to the expiration of any term of

its intention not to renew. The initial and renewal terms of this Lease are referred to collectively herein as the Terms.

During the initial thirty-year term and any renewal term, the Town, every five years, shall have the right to review the Center's management of the Premises to ensure that the public interest and community needs are being addressed in a reasonable manner. The Town may review the following aspects of the Center's operations during the term of the lease:

- a) The extent to which the members of the Center's Board of Directors represent different interests and constituencies in the East River Valley;
- b) The Board's management of the Center's financial affairs with particular reference to the need to minimize operating deficits. In regards hereto, the Town shall have access to the Center's financial records through its ex officio member;
- c) Whether the amount of Center use allocated to the Town under paragraph 6, below, is sufficient to meet the needs of the Town;
- d) The extent to which the Board is responding to a fair cross-section of community needs; and
- e) The extent to which the Center's use of the Premises conflicts with or complements the use of adjacent or nearby Town property.

If the Town determines that the Center's management of the Premises is deficient in one or more of the areas listed above, the Town shall, on or before any fifth anniversary of this Lease, so notify the Center in writing. Within three months of the notice, the Parties shall confer to identify mutually agreed to steps to remedy the deficiencies. If the Parties cannot agree, they will select a neutral third party mediator who would seek an acceptable voluntary solution to the dispute. If the dispute cannot be resolved through the efforts of the mediator, then the Parties may pursue any available legal or administrative recourse.

3. Rent. The Center shall pay to the Town, as rent for the Premises, the sum of one dollar (\$1.00) for each year during the Terms hereof. Such payments shall commence on the date this Lease is executed by the Parties and be paid thereafter on the anniversary of such date.

4. Maintenance and Repairs of Buildings. The Center shall be responsible for all maintenance and repairs of all of the Buildings on the Premises unless otherwise set forth in this Lease, provided, however, that once exterior accessed bathrooms are completed on the east side of the Premises, the Town shall be responsible for all maintenance, repair, stocking and cleaning of these bathrooms.

5. Center Responsibilities for Grounds Maintenance, Snow Removal, and Landscaping. The Center is responsible for the following tasks:

- a) Maintenance of the grounds included in the Premises, except for snow removal and landscaping performed by the Town as set forth in Section 6 and elsewhere in this Lease.

- b) Maintenance and repairs of improvements constructed by the Center within the CDOT right of way between the Town's property and 6th Street.
- c) Hand shoveling of snow and ice removal necessary for Center operations on the Premises, and for the hauling of snow from snow storage areas shown on Exhibit B.
- d) Removal of any ice dams or ice build-up, particularly on areas where walkways or drives abut areas with snowmelt systems.
- e) Plantings, courtyard areas, and other outdoor spaces within the Center's area of responsibility, as shown on Exhibit C.
- f) During the summer season, approximately May – October, the Center shall place planters or other decorative barriers within the snow storage area on the east side of the intersection of 6th Street and Whiterock Street, as such location is depicted on Exhibit B, to limit vehicles inadvertently entering the Center's driveway at that location.
- g) Installing, decommissioning, repairing and maintaining any art, sculptures, benches, bike racks, or similar outdoor installations owned by or given to the Center.
- h) Bollards in the fire lane on the south side of the building shall be maintained in good working condition.
- i) Snow poles delineating areas to be plowed or blown by the Town and obstacles to avoid shall be installed by October 1st of each year in advance of the winter season.

6. Town Responsibilities for Grounds Maintenance, Snow Removal and Landscaping.

The Town is responsible for the following tasks:

- a) Removal of snow from certain pedestrian paths, fire lanes, and drop off zones, as shown on Exhibit B.
- b) Snow plowing when there is 3 inches or more of accumulation on driveways shown on Exhibit B which will occur between the hours of 12:00 am and 10:00 am, consistent with plowing operations throughout Town and the Town's snow management plan. Center is responsible for any plowing outside of those times.
- c) Snow removal when there is 1 inch or more from walkways shown on Exhibit B, which will occur between 7:00 am and 5:00 pm, consistent with walkway snow removal operations throughout Town and the Town's snow management plan. The Center is responsible for any walkway snow removal outside of those times.

- d) Landscaping maintenance and repair including the maintenance of trees, shrubs, sod and other plantings, except for those plantings shown within the Center's area of responsibility, as shown on Exhibit C.
- e) Installation and maintenance of Public Art in accordance with the Town's Public Art Policy, provided that the Town shall first obtain the written consent of the Center.
- f) Maintenance of the irrigation system necessary for the preservation of the landscaping on the Premises including the irrigation pump and associated plumbing and electrical components.

7. Use of Premises and Character of Occupancy.

- a) The Center shall use the Premises only as a public non-profit center for such artistic, cultural, scientific and educational activities as are permitted by its articles of incorporation, bylaws, and applicable laws. The Center shall have control over the day-to-day management of the Premises, and shall allow use of the Premises by such groups and entities as it sees fit, provided that such character of use does not further any discrimination or preference that violates Section 10-11-10 of the Town Code, or that is based upon race, color, sex, creed, age, ancestry, physical or mental disability, marital status, gender, gender identification, sexual orientation, sexual identification, religion, ethnicity, national origin, family responsibility or political affiliation.
- b) The Town shall have the right to use the Premises at no cost for up to 10 days in any calendar year on an "as available" basis. In addition, the Town shall have the right to use the Premises for two (2) additional days per year at no cost for training for the Town Marshals' personnel and for training fire department personnel. The Town shall reserve the Premises in accordance with the Center's standard facility reservation process and procedures. In the event that the Town requests use of the Premises beyond the 12 free days allowed per year, the Town shall be allowed to use the Premises so long as the Town reserves the Center's facilities in accordance with the Center's standard facility reservation process and procedures and pays the Center its standard rates and fees for the use of the Center's facilities, provided however that the Town also shall receive a 20% discount on rental rates for use of the Premises for Town parks and recreation programs paid for by user fees.
- c) As required in the BOZAR approvals of the structure and site plan, the Center shall make every effort to mitigate the impacts of parking and traffic related to the Center's activities on an ongoing basis. This shall include the implementation of shuttle/valet parking to and from parking areas noted or future sites that may become available, the coordination of transit access to the site, and the devotion of Center personnel to traffic control when events exceed 275 people within the Buildings on the Premises. The Center shall coordinate with other Town and REIJ

school events in scheduling Center events, and place limitations on concurrent Center events, capping total Center occupancy at 400 people.

- d) Amplified sound shall not be permitted on the Premises, with the exception of the Alpenglow Stage.

8. Improvements and Alterations. If, at any time during the term of this Lease, or any extension hereof, the Center desires to make additions, alterations or modifications to the Premises, and if such additions, alterations, or modifications exceed a cost of Twenty-five Thousand Dollars (\$25,000.00), as modified upward or downward by the U.S. Department of Commerce Consumer Price Index, such additions, alterations, or modifications shall be approved in advance and in writing by the Town. The Center further agrees to implement and maintain the conditions for the structure and site plan for the Premises included in the attached Exhibit D, which were part of the BOZAR approvals of the structure and site plan.

9. Use of Fire Lane and Pedestrian Walkways. The Center may allow parking of tour buses as shown on Exhibit B. Bollards removed to allow access shall be removed for only as long as it takes a tour bus or other equipment vehicle to drive past them and then the bollards will be put back in place. Bollards shall not be left out of place during the loading/unloading period for any vehicle. The fire lane and pedestrian walkway on the south side of the building (as shown on Exhibit C) will only be used for loading and unloading of equipment for use in the theater, and will not be used for any other purpose. Day-to-day deliveries shall be made off of the 6th Street access.

10. Utilities. The Center shall be responsible for arranging and paying for all utilities used on the Premises, including but not limited to electricity, gas, water, sewer, trash collection and telecommunications services. The Center will also be responsible for annual testing of the backflow prevention device providing domestic water service to the Premises. The Town shall be responsible for annual testing of the backflow prevention device for park irrigation on grounds adjacent to the Center's facilities. The Center agrees that it will make its best efforts to conserve energy, use renewable energy sources, and implement best management practices to minimize the use of natural gas and electricity in its daily activities on the Premises and in the Buildings on the Premises. All lighting inside the Building shall remain on occupancy sensors with the exception of the lobby-entrance area, the community room and the theater. The Center further agrees that when any rooms in the Building including the lobby-entrance area, the community room and the theater are unoccupied, all lighting in these rooms (except "Exit" signs over the doors) will be turned off by sunset.

11. Insurance, Indemnification, and Use of Improvements as Collateral.

- a) The Center agrees to maintain in effect during the term of the Lease general public liability insurance, naming the Town as an additional insured, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit, as modified upward or downward every five (5) years during the term hereof, or of any extension, by the U.S. Department of Commerce Consumer Price Index. The Center shall also maintain in effect such fire, casualty, and extended coverage insurance

on the Premises during the term of the Lease as will guarantee the replacement value of the improvements and structures on the Premises. The Center will provide the Town with copies of appropriate insurance policies, as described above, within 10 days after the execution of this Agreement. The Center agrees to indemnify, hold harmless, and defend the Town, its officers, agents, and employees, against any claim for injury or damage caused by the act or omission of the Center or any other person for whose acts the Center is responsible arising from the Center's use of the Premises, but only to the extent of the Center's negligence.

- b) The Town may at its discretion, and, in accordance with Colorado law, agree in writing to allow the Center to use the improvements on the Premises to secure indebtedness related to the construction by the Center of additional improvements. The Center shall not otherwise allow the placement of any lien or other claim against the Premises by reason of any improvements placed upon the Premises, and the Center shall indemnify and defend the Town against any claim upon the property, whatsoever.

12. Town Representation on the Center's Board of Directors. The Town Council may appoint from time to time one of its members or another designated Town officer or employee, to represent the Town as an ex-officio non-voting member of the Center's Board of Directors. As such, said member or designated person shall be allowed to attend and speak at the Board's meetings, except meetings which are held as executive sessions to consider personnel, litigation, or other confidential matters, or meetings to discuss this Lease and matters directly related hereto.

13. Assignment. Neither the Town nor the Center shall assign this Lease to any third party.

14. Access to Premises. The Town shall have access to the Premises at any reasonable time for purposes of inspection or responding to emergencies which threaten injury to any person or harm the Premises and/or property thereon.

15. Crested Butte Community School Reunification. In an emergency necessitating evacuation of the Crested Butte Community School, the Center shall be made available for reunification of students and staff of the Crested Butte Community School.

16. Quiet Enjoyment. The Town represents that it has full right and power to execute this lease and to grant the estate demised herein and subject to other provisions of this Lease. The Town covenants with the Center that so long as this Lease remains in effect, the Center shall peaceably and quietly enjoy the Premises during the Terms of this Lease, subject and subordinate to all of the terms, covenants, and conditions of the Lease.

17. Default. Neither party shall have the right to terminate this Lease Agreement upon default by the other party in any covenant or condition unless such default remains uncured for a period of sixty (60) days following written notice to the defaulting party of such default. In the event that any cure is prevented by weather or other circumstances beyond control of the Parties the deadline for curing such default shall be extended until sixty (60) days after the weather or

other such circumstance has ceased to exist. If this Lease Agreement is so terminated, the Town may retake possession of the Premises upon sixty (60) days' written notice to the Center, and the Center shall surrender and return the Premises to the Town, together with all permanent improvements and fixtures belonging to the Town, in good condition, normal wear and tear excepted. In addition, the Center shall provide all necessary books, contracts, and other records and shall work with the Town or its designated representative to insure a smooth transfer of management without interruption of scheduled activity on the Premises. Nothing in this paragraph shall be deemed to limit the availability of specific performance or other causes of action as remedies for breach.

18. Execution and Ratification. This Agreement shall be ratified by resolution of the Board of Directors of the Center and subscribed and sealed by the President and Secretary of the Center no later than fifteen days after the effective date of the Ordinance of the Town approving this Agreement.

19. Notices and Addresses. Any notice required hereunder shall be delivered by certified mail to the Parties at the following addresses:

TOWN: P.O. Box 39
Crested Butte, CO 81224

CENTER: P.O. Box 1819
Crested Butte, CO 81224

20. Applicable Law, Choice of Venue. The Parties agree that Colorado law will be applicable to determine any dispute under this Lease and that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease, or any document related hereto, shall be the County or District Court of the County of Gunnison.

21. Attorney's Fees. It is agreed that if any action is brought in a court of law by either party as to the interpretation, enforcement, or construction of this Lease, or any document related hereto, the prevailing party in such action shall be entitled to judgment for reasonable attorney's fees and costs incurred in the prosecution or defense of such action.

22. Waiver. The failure of either party to insist in any one or more instances upon compliance with any of the terms, conditions, covenants, or agreements herein contained, or the failure of either party to exercise any option, privilege, or right here in contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such term, condition, covenant or agreement.

23. Captions. Captions used herein are for convenience only, and shall not be used to define, limit, or modify the intent or language of this Lease.

24. Severability. If any provision of this Lease, or the application thereof shall be found invalid, such invalidity shall not affect the validity of the remaining provisions or this Lease as a whole.

25. Entire Agreement, Amendment, Benefit. This Agreement represents the entire agreement between the Parties, and any amendment or modification hereto shall be in writing, executed by the Parties. Upon execution hereof, this Lease Agreement shall benefit and bind the Parties, as well as their successors, assigns and representatives.

IN WITNESS WHEREOF, the Parties hereby execute this Lease as of the day and year set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

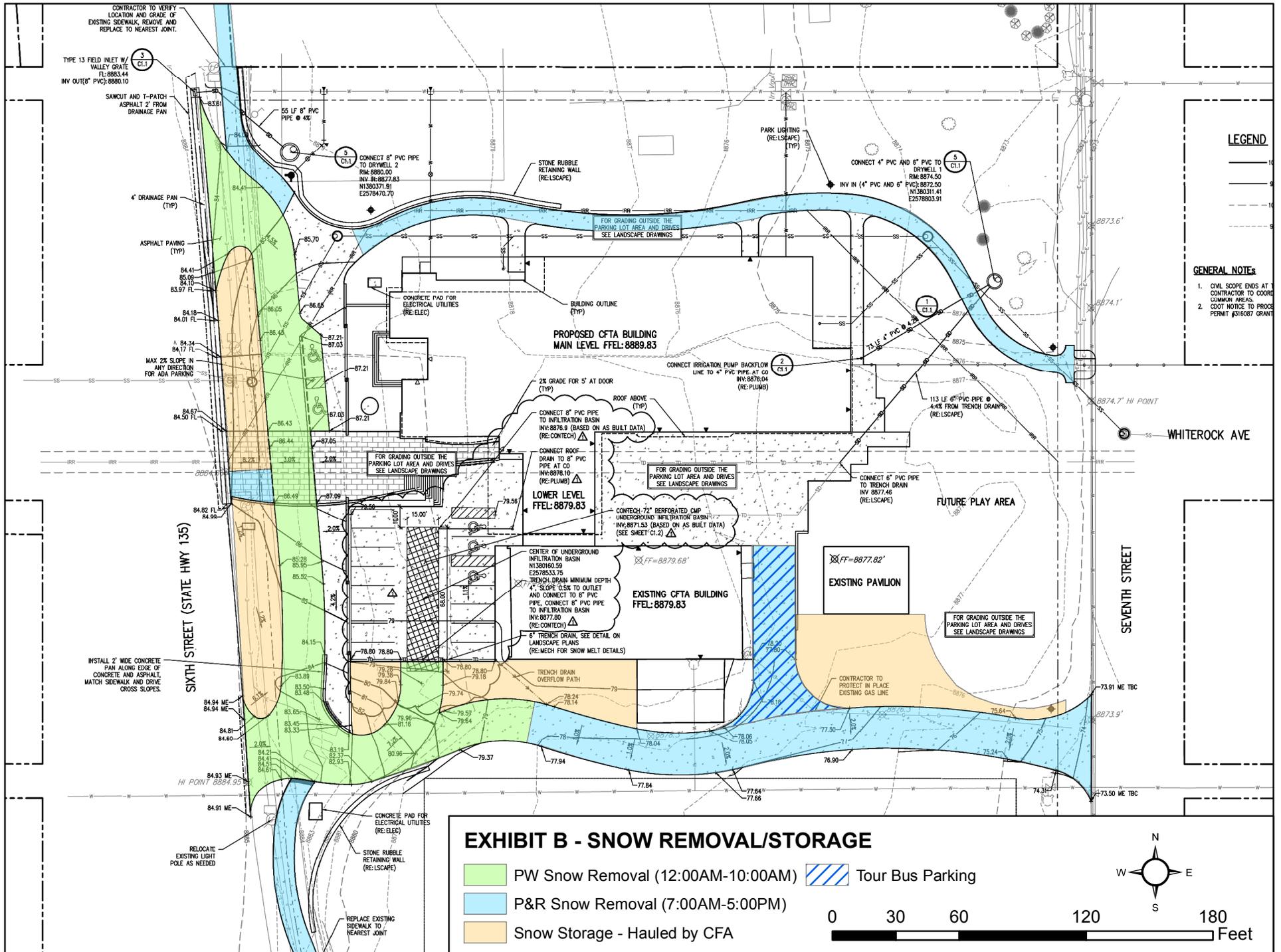
Lynelle Stanford, Town Clerk

THE CENTER FOR THE ARTS

By: _____
Its: President

ATTEST:

Secretary



LEGEND

GENERAL NOTES:

1. CIVIL SCOPE ENDS AT CONTRACTOR TO COORD COMMON AREAS
2. CDOT NOTICE TO PROCEED PERMIT #316087 GRANT

EXHIBIT D

BOZAR 8-31-2016 – Center for the Arts

Conditions of Architectural Approval

1. The Center shall provide the following changes to the structure/site plan which will be reviewed and approved if needed by the Board as denoted below.
 - a. The windows, doors, and associated trim shall be finished in “classic copper” paint and the material list change to reflect this.
 - b. The theater window on the north elevation shall reflect that shown on the rendering. The elevation shall be changed to reflect the correct distance from the top of the wall.
 - c. The concrete on the west retaining wall where the Center for the Arts sign is shown shall be board-formed.
 - d. All the areas where windows are more expansive (north side of courtyard, above north deck, adjacent to Herschel’s garden, etc.) shall be grouped in pairs of two with a minimum of 3.5 inches between the pairs.
 - e. The rain chain element shall be developed and approved by the full Board.
 - f. The exterior staircase from the front door area to the lower parking lot must be deemed safe by the Town and added to the snow management plan.
 - g. The lower parking lot area shall be lit by recessed step lights in the concrete wall as opposed to the lamps and poles proposed.
 - h. The hard surface materials for the west entry and east court shall be reviewed by the full Board.
 - i. Any changeable copy marquee feature shall be reviewed by the DRC or if needed the full Board shall construct the structure and site in conformance with the
 - f. The exterior staircase from the front door area to the lower parking lot must be deemed safe by the Town and added to the snow management plan.
 - g. The lower parking lot area shall be lit by recessed step lights in the concrete wall as opposed to the lamps and poles proposed.
 - h. The hard surface materials for the west entry and east court shall be reviewed by the full Board.

- i. Any changeable copy marquee feature shall be reviewed by the DRC or if needed the full Board.
2. The Center shall construct the structure and site in conformance with the approved plans or subsequently approved plans including the structure, sidewalks around the site and to the school, lighting as designated, improvements to the 6th and 7th Street right of ways including access, parking, drainage and landscaping as represented in the approved plans.
3. The Center shall enter into a management agreement with the Town of Crested Butte to address the responsibilities for maintenance of the building and site which shall include the plowing and removal of snow in line with the submittal.
4. The Center shall enter into a management agreement with the Town of Crested Butte to define the responsibilities and coordination of the development activities related to the construction of the Center and site amenities.
5. The Center will enter into a funding agreement with the Town of Crested Butte to define the financing and fiscal responsibilities for the construction and on-going maintenance of the facilities.
6. The Center will coordinate with the Town of Crested Butte with regard to the planning and implementation of the Town Park playground and confirmation by the staff that all community facilities displaced by the expansion have been appropriately replaced.
7. The Center shall make every effort to mitigate the impacts of parking and traffic related to the Center's activities on an ongoing basis. This shall include the implementation of shuttle/valet parking to and from parking areas noted or future sites that may become available, the coordination of transit access to the site, and the devotion of Center personnel to traffic control when events exceed 275 people. The Center shall coordinate with other Town and RE1J school events in scheduling Center events, and place a limitations on concurrent Center events, capping total Center occupancy at 400 people.
8. The Center shall comply with the conditions in Resolution #4, series 2015 as adopted or subsequently amended by the Crested Butte Town Council.



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Bywater Partial Release of Option Block 76 Lots 1-6, Block 77 Lot 10**

Date: January 6, 2020

Background:

At this time, closings on Phase 1 are set to close over the next 2 months. These closings will put 15 local families in new homes and 2 employees in Town rentals. To allow these properties to close, the Town will need to lift its option to purchase the units back in the case of a default in Phase 1 by Bywater. The new homes for locals will still have the Master Deed Restriction to protect the properties in perpetuity.

Recommendation:

A Council person make a motion followed by a second to approve Ordinance 43, Series 2019.

ORDINANCE NO. 43**SERIES 2019****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE PARTIAL RELEASE OF THE TOWN'S OPTION TO REPURCHASE TOWNHOUSE UNITS CONSTRUCTED ON BLOCK 76, LOTS 1-6 AND BLOCK 77, LOT 10, IN THE PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, GUNNISON COUNTY, STATE OF COLORADO**

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

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

WHEREAS, the Town owns an interest in Block 76, Lots 1-6 and Block 77, Lot 10, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado, under an Option Agreement with Bywater LLC and Community Banks of Colorado, a division of NBH Banks recorded April 4, 2019, at Reception No. 659377 of the records of the Gunnison County Clerk and Recorder (the "Phase 1 Property"); and,

WHEREAS, Bywater has substantially completed the construction of the Townhouse Units on the Phase 1 Property pursuant to the Contract to Buy, Sell and Develop Deed Restricted Housing in the Town's Paradise Park subdivision entered into by the Town and Bywater on February 28, 2019; and,

WHEREAS, the Town has issued certificates of occupancy for the Townhouse Units, and the closings on the sales of the Townhouse Units to the purchasers who qualified to buy the Units are scheduled for January 8, 2020, and February 8, 2020; and,

WHEREAS, the Town is purchasing and closing on the Townhouse Units constructed on Block 76, Lot 6, pursuant to the Contract to Buy and Sell Real Estate dated March 18, 2019 between Bywater and the Town; and,

WHEREAS, the Town no longer needs to exercise its option under the Option Agreement to repurchase any of the Townhouse Units that were constructed on the Phase 1 Property since the Units are ready to be conveyed to the qualified purchasers; and,

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interests of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Town release and relinquish its option granted under Option Agreement with Bywater and Community Banks of Colorado, as set forth herein.

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

Section 1. Authorization to Release Town-owned Deed Restrictions. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to release the following described property from Town's option under the Option Agreement recorded April 5, 2019, at Reception No. 659377 of the Gunnison County Clerk and Recorder, to wit:

Block 76, Lots 1, 2, 3, 4, 5, 6
 Block 77, Lot 10
 Paradise Park Subdivision,
 Town of Crested Butte, Gunnison County, Colorado

according to the plat recorded August 29, 2002, at Reception No. 523289, the Replat thereof recorded on April 27, 2016, at Reception No. 639098, and the Replat of Block 76 Paradise Park Subdivision, recorded on February 22, 2019, at Reception No. 658805, of the records of the Gunnison County Clerk and Recorder (the "Phase 1 Property").

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the partial release of the Town's option under the Option Agreement upon the Phase 1 Property, following approval thereof by the Town Attorney.

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

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

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

January 6, 2020

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea Earley, Director of Public Works

Subject: **Ordinance No. 44, Series 2019 – An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Agreement for Lot 8, Trapper’s Crossing at Crested Butte, Gunnison County, Colorado**

Date: December 27, 2019

Summary: Ordinance No. 44 authorizes the Town of Crested Butte (Town) to enter into a Potable Water Service Agreement with Thomas M and Pamala L Turnbull (Owners) of Lot 8 at Trapper’s Crossing in Gunnison County pursuant to Town Municipal Code 13-1-280. The Code allows the Town to extend extraterritorial water service under certain conditions. In exchange for extending water services and waiving related fees, the Owners will grant the Town an easement for the purpose of installing the Town Pipeline and associated infrastructure.

Background: The Town’s intent is to secure a 15 c.f.s. municipal water right “Crested Butte Town Pipeline” from the Slate River that was initially decreed in 1974. In 2018, the Town acquired an easement from Ruby Ridge LLC for the purpose of installing the Town Pipeline. The Ruby Ridge Easement in conjunction with proposed Turnbull Easement would constitute the final easement needed to install the Town Pipeline. Furthermore, this easement would satisfy the due diligence requirement, as part of our Crested Butte Town Pipeline conditional water right case.

Recommendation: Staff recommends the Town authorize a potable water service agreement with the Turnbuls.

Proposed Motion: Motion and a second to approve Ordinance No. 44, Series 2019 at the January 6, 2020 Council Meeting.

Attachments:

- Ordinance No. 44
 - Exhibit A - Water Service Agreement with Turnbull
- Easement Agreement with Turnbull
 - Exhibit A – Trappers Crossing Plat
 - Figure 1 – Lot 8 Town Pipeline Easement
- Request Letter from Turnbull
 - Exhibit A – Trappers Crossing Plat

Exhibit B – Title Commitment

ORDINANCE NO. 44

SERIES 2019

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE
AUTHORIZING A POTABLE WATER AGREEMENT FOR LOT 8, TRAPPER'S
CROSSING AT CRESTED BUTTE, GUNNISON COUNTY, COLORADO**

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

WHEREAS, the Town Code § 13-1-280(e)(5) authorizes the Town to provide at its sole discretion extraterritorial water service by written agreement; and

WHEREAS, Turnbull, the owner of property located outside the Town limits and legally described as Lot 8, Trapper's Crossing at Crested Butte, Gunnison County ("Property") desires to connect the Property to the Town Water System and receive potable water service from the Town at some future point; and

WHEREAS, the Town has agreed to provide potable water service to the Property pursuant to the terms and conditions of the Potable Water Agreement between the Town and Turnbull attached as Exhibit A to this Ordinance ("Potable Water Agreement") in exchange for Turnbull granting an easement for installation and operation of the Crested Butte Town Pipeline on the Property ("Easement"); and

WHEREAS, the grant of the Easement confers substantial public benefits to the Town.

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

Section 1. The Town Council hereby waives the system availability fee, tap fee and costs and expenses as more specifically set forth in Section 5 of the Potable Water Agreement.

Section 2. The Mayor is authorized to execute the Potable Water Agreement.

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

POTABLE WATER SERVICE AGREEMENT

THIS POTABLE WATER SERVICE AGREEMENT is made and entered into this ____ day of _____ 20__, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMALA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively “Parties”).

Recitals

- A. The Town is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado.
- B. The Town owns and operates the Town of Crested Butte water system (“Town Water System”) in accordance with the laws of the State of Colorado, and in accordance with the Crested Butte Home Rule Charter and Crested Butte Municipal Code (“Town Code”), and various other Town ordinances, rules, regulations, policies, and resolutions. This Agreement is entered into in conformity with and subject to such charter, Town Code, ordinances, rules, regulations, policies, and resolutions.
- C. The Town has in place certain requirements for the extension of water service and associated systems outside the Town’s boundaries codified in Section 13-1-280 of the Town Code. Pursuant to Town Code § 13-1-280(e)(5), the Town may provide extraterritorial water service by written agreement.
- D. The Town Water System includes a potable water line that intersects Meadow Drive in Gunnison County, Colorado. Meadow Drive is a utility easement (“Meadow Drive Utility Easement”) created by the Plat of Trapper’s Crossing at Crested Butte filed on April 26, 1990 and recorded at Reception No. 419857 of the Gunnison County Clerk and Recorder’s Office (“Trappers Crossing Plat”). The Meadow Drive Utility Easement is dedicated for the benefit of all lot owners within Trapper’s Crossing at Crested Butte, and their successors and assigns, “for the installation and maintenance of all utilities.”
- E. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 3177-000-01-007 (“Turnbull Property”). The Turnbull Property is legally described in attached **Exhibit A** as Lot 8, Trapper’s Crossing at Crested Butte, according to the Trappers Crossing Plat, and is located outside the Town’s municipal boundaries.
- F. Turnbull desires to utilize the Meadow Drive Utility Easement to connect the Turnbull Property to the Town Water System and receive potable water service from the Town at some future point.
- G. The Town is willing and able to provide potable water service to the Turnbull Property at the location of the Meadow Drive Utility Easement pursuant to the terms and conditions of this Agreement and in exchange for Turnbull simultaneously entering into an associated Easement

Agreement between the Parties. The Easement Agreement governs a grant of easement from Turnbull to the Town for installation and operation of a pipeline on the Turnbull Property for the Crested Butte Town Pipeline conditional water right (“Town Pipeline”) decreed to the Town on April 19, 1974 in Case No. W-2084, Division 4 Water Court.

H. The Town has determined that this Agreement and all covenants in this Agreement are necessary to comply with the Town Code and other policies. By entering into this Agreement, the Town is *not* representing that it is a regulated public utility or holding itself out to the public in general as capable of or intending to provide water service extraterritorially.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

Agreement

1. **Water Service to Ruby Ridge Property.** The Town shall provide potable water service to the Turnbull Property in a maximum amount of 0.533 acre-foot per year subject to the terms and conditions of this Agreement. This amount is based on 0.39 acre-foot of water per year for indoor use within the two (2) single-family dwellings on the Turnbull Property that collectively do not exceed 5,000 square feet in size and are occupied by 3.5 people using 100 gallons of water per person per day). It also includes up to 0.143 acre-foot of water per year to irrigate up to 2,500 square feet of outdoor lawns and gardens.

1.1 **Limitations on Provision of Potable Water Service.** This Agreement is solely for the supply of potable water service as described in this Section 1, and does not authorize any other expansion or extensions of uses, connections, or service. The Town’s water supply is dependent upon sources that are variable in quantity and quality beyond the Town’s reasonable control. Therefore, no liability shall attach to the Town under this Agreement on account of any failure to accurately anticipate the availability of water supply or on account of an actual failure of water supply due to inadequate runoff, drought, poor quality, failure of infrastructure, or other occurrence beyond the Town’s reasonable control. The Town agrees that it shall not treat actual or potential water users on the Turnbull Property differently than it treats actual or potential water users within the Town’s municipal boundaries except as provided for in this Agreement.

1.2 **Irrigation Water Use.** Turnbull may elect to irrigate up to 2,500 square feet of lawns and gardens on the Turnbull Property with potable water from the Town under this Agreement. Prior to commencing any such outdoor potable irrigation, Turnbull must verify to the Town that it is in compliance with Town Code § 13-3-10 et al. pertaining to backflow prevention and cross-connection control regulations. Turnbull shall accomplish any and all potable water irrigation in accordance with Town Code § 13-2-40 and the Town’s general water policies.

1.3 **Raw Water Use.** The Town shall not provide any raw water for irrigation or any other use to the Turnbull Property under this Agreement. However, nothing in this Agreement shall prevent Turnbull from using or seeking a separate/additional source of raw water supply in

accordance with Colorado water law governing the appropriation and use of water. In addition, nothing in this Agreement shall prevent the Town from taking any action in accordance with Colorado water law that it deems appropriate and necessary to protect its own water rights and supplies should Turnbull seek to change any existing or develop any new raw water rights or supplies on the Turnbull Property at any future point. There shall be no cross-connections between the Town Water System and any raw water supplies or infrastructure on the Turnbull Property. Turnbull shall install any necessary backflow prevention devices on any such raw water supplies or infrastructure on the Turnbull Property as required by Town Code § 13-3-10 et al., including but not limited to the backflow assembly described under paragraph 2 below and the inspection, testing, and repair requirements described in Town Code § 13-3-60 and under paragraph 2.3 below. Turnbull is responsible for the proper installation, maintenance, and testing of any requisite backflow prevention devices and for assuring that unprotected cross-connections or structural or sanitary hazards do not exist on the Turnbull Property.

1.4 Rules for Water Use. All provisions in this Agreement are rules and regulations governing the use of water on the Turnbull Property. Turnbull shall abide by the Town's ordinances, rules, and regulations governing the Town Water System as they apply additionally and equally to all Town Water System users, including but not limited to the Town Code provisions pertaining to conservation measures, curtailment during times of shortage, outdoor watering limitations, elimination of any actual or potential cross-connections, and utilization of water conservation devices. Turnbull agrees to take reasonable efforts to prevent waste of water, as "waste" is defined in the Town Code, on the Turnbull Property

1.5 Property Rights in Water. All water provided under this Agreement is on a contractual basis for use on the Turnbull Property and all property rights to such water are reserved to the Town. This Agreement does not bestow upon Turnbull any right to make a succession of uses of any potable water provided by the Town, and upon completion of the primary use of potable water on the Turnbull Property, all dominion over such water shall revert in its entirety back to the Town. However, subject to the general prohibition against waste set forth in this Section 1, Turnbull shall have no obligation to create any particular volume of return flow from use of the potable water provided under this Agreement. Turnbull shall cooperate with the Town to reasonably measure and report its return flows to the extent that such measuring and reporting are required by the Colorado State Engineer.

2. Connection to Town Water System. Turnbull may connect a water service line with a maximum size of one inch (1") to the Town Water System at a mutually agreeable location. Turnbull shall bear all expenses associated with installation and construction of the 1" line and all related infrastructure (collectively the "Turnbull Service Line"). Such infrastructure must include both a backflow prevention assembly and a meter located at the point where the Turnbull Service Line connects to the Town Water System. The Town will provide Turnbull with the appropriate meter at Turnbull's expense. Turnbull shall accomplish all construction and installation work relating to the Turnbull Service Line in a workmanlike manner and in accordance with the engineered plans reviewed and approved by the Town in accordance with Town Code § 13-1-280(d) & (e) and any other applicable sections. Upon completion of the installation, Turnbull's

professional engineer shall certify in writing to the Town that the work was accomplished in a workmanlike manner in conformity with the Town approved engineering plans and with the water service line engineering feasibility study and hydraulic analysis called for in Town Code § 13-1-280(d), including but not limited to certification of the adequacy of the backflow prevention assembly.

2.1 Preconstruction documents. Turnbull shall submit to the Town all plans and other documents called for by Town Code § 13-1-280 for review and approval and/or approval with conditions, in a timely manner prior to any construction pursuant to this Agreement.

2.2 Utility Easement. Turnbull shall be responsible at its sole effort and expense for securing or confirming any easements that it needs to connect the Turnbull Property to the Town Water System.

2.3 Inspection, Testing, and Repair. Turnbull shall ensure that the Turnbull Service Line and Property are available to Town representatives for inspection, as authorized in the Town Code, to confirm that the Turnbull Service Line and associated backflow prevention assembly and meter have been constructed and installed in accordance with the Town approved engineering plans and feasibility study, that no cross-connections or other structural or sanitary hazards exist, that no treated municipal water is being used for outdoor irrigation or aesthetic purposes other than as provided in this Agreement, and that Turnbull is in general compliance with all provisions in the Town Code and other Town ordinances, rules, regulations, and policies that govern the Town Water System. Specifically but not exclusively, a certified cross-connection control technician shall test the Turnbull Service Line backflow prevention assembly upon installation, and then once-per-year subsequently, at Turnbull's expense in accordance with Town Code § 13-3-60. If the backflow prevention assembly is ever found to be defective, Turnbull shall repair or replace the device for re-testing.

3. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). Turnbull shall be responsible for all OMR of the Turnbull Service Line and shall accomplish such OMR in a workmanlike manner. In the event that Turnbull plans a major repair or replacement to the Turnbull Service Line, it shall provide the Town with reasonable advance notice of the work to be undertaken and the estimated time of completion. In the event that the Town discovers an emergency situation or condition (such, but not limited to, a pipeline rupture), it shall make all reasonable attempts to promptly notify Ruby Ridge.

4. Sewer Service. This Agreement does not govern extension of the Town's sewer system to the Turnbull Property nor authorize Turnbull to receive municipal sewer services from the Town.

5. Fees and Costs/Expenses. Except as otherwise provided for below, Turnbull shall pay all fees and other charges required under this Agreement and Town Code § 13-1-280 in a timely manner. Any requisite sum that is not timely paid shall accrue interest at eighteen percent (18%) per annum, or the highest rate allowed by applicable law, whichever is less, commencing on the date such sum becomes due and owing.

Potable Water Service Agreement (Turnbull)
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Crested Butte, CO 81224
Phone: (970) 349-5338
Email: dmacdonald@crestedbutte-co.gov;
searley@crestedbutte-co.gov

With copy to: Patrick Miller & Noto, P.C.
Attn: Scott Miller; Danielle Van Arsdale
197 Prospector Drive, Ste. 2104A
Aspen, CO 81611
Phone: (970) 920-1030
Email: miller@waterlaw.com; vanarsdale@waterlaw.com

If to Turnbull: Thomas M. and Pamela L. Turnbull
P.O. Box 849
Hotchkiss, CO 81419
Phone: 970-640-3330
Email: mpturnbull@msn.com

With copy to:

10. No Regulated Public Utility Status; Extraterritorial Water Service Proprietary. By entering into this Agreement, the Town is *not* agreeing to serve any other properties with extraterritorial water service, the provision of which remains solely proprietary and within the Town's sole discretion. This Agreement further does not render the Town a regulated public utility that is compelled to serve other parties similarly situated to Turnbull. At no time shall Turnbull, or its successors or assigns, petition the Colorado Public Utilities Commission to acquire jurisdiction over any water service, fee, rate, or rate set by the Town. If the Town is ever determined to be a regulated public utility by virtue of this Agreement, this Agreement shall terminate in its entirety and be of no further force or effect.

11. Indemnification. Turnbull agrees to indemnify, defend, and hold the Town, and its elected officials, officers, employees, agents, attorneys, insurers, and insurance pools harmless from and against all liability, claims, damages, and demands, 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, which arise out of or are in any manner connected with Turnbull's and/or its agents, representatives, or contractors' negligence or intentional misconduct in relation to installation, construction, use, or OMR of the Turnbull Service Pipeline or potable water delivered via the Turnbull Service Pipeline, or from Turnbull's failure to comply with any term or condition of this Agreement. Turnbull agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands at its sole expense, including, without limitation, court costs and attorneys' fees, whether or not any such alleged liability, claims, or demands are found to be groundless, false, or fraudulent.

12. Immunity. Nothing in this Agreement shall be construed to abrogate or diminish any protections and limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law.

13. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Easement Agreement between the Parties.

15. Recordation. Following execution, the Town shall record this Agreement in the Gunnison County Clerk and Recorder's Office.

16. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties.

17. Severability. If a court of competent jurisdiction ever holds any paragraph, term, or provision in this Agreement to be illegal or in conflict with any state or federal law, such determination shall not affect the validity of the Agreement's remaining paragraphs, terms, and provisions. The rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalidity.

18. Code Changes. References in this Agreement to any provision of the Code or to any other Town policy refer to any and all subsequent amendments or revisions to such Code or policy. Any amendment or revision shall have the same binding affect upon the Parties as the Code provision or Town policy in effect at the time of the execution of this Agreement.

19. Incorporation of Exhibits. The attached Exhibit A is incorporated into this Agreement by reference and is a material part of this Agreement.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Potable Water Service Agreement (Turnbull)
Page 8 of 9

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

Subscribed and sworn to before me this ____ day of _____ 2020 by James A. Schmidt as Mayor of the Town of Crested Butte.

Witness my hand and official seal.

My Commission expires: _____.

Potable Water Service Agreement (Turnbull)
Page 9 of 9

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by
Thomas M. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by Pamela
L. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____ 20__, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMALA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively “Parties”).

Recitals

A. The Town owns the Crested Butte Town Pipeline conditional water right (“Town Pipeline”). The Division 4 Water Court decreed the Town Pipeline in Case No. W-2084 on April 19, 1974 for 15.0 c.f.s. out of the Slate River for municipal use within the Town’s water delivery system (“Town Water System”) with an appropriation date of November 3, 1969.

B. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 317700001007 (“Turnbull Property”). The Turnbull Property is legally described in **Exhibit A** as Lot 8, Trappers Crossing at Crested Butte, according to the Plat filed on April 26, 1990 and recorded at Reception No. 419857 of the Gunnison County Clerk and Recorder’s Office (“Trappers Crossing Plat”), and is located outside the Town’s boundaries.

C. The Town desires to develop the Town Pipeline by installing a pump station or diversion structure on the southern bank of the Slate River on a neighboring property, and then piping water across the Turnbull Property and other properties to the Town of Crested Butte Reservoir.

D. Turnbull desires to grant to the Town an easement for installation of a segment of the Town Pipeline on, and delivery of water across, the Turnbull Property pursuant to the terms and conditions of this Agreement.

E. In exchange for the grant of easement, the Town agrees to enter into a Potable Water Service Agreement with Turnbull pursuant to the terms and conditions of this Agreement to allow the Turnbull Property to connect to the Town Water System.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

Agreement

1. Grant of Easement. Turnbull grants to the Town a perpetual easement across the Turnbull Property (“Town Pipeline Easement”) for the Town Pipeline in accordance with the specifications and terms and conditions contained in this Agreement. The purpose of the easement is for egress and ingress to excavate, construct, install, operate, inspect, maintain, clean, repair, and replace the Town Pipeline. The easement premises shall be thirty feet (30’) wide, fifteen feet (15’) from either side of the centerline of the Town Pipeline. The proposed alignment of the Town Pipeline is shown on **Figure 1**. However, Turnbull agrees that the Town may change the proposed alignment of the Town Pipeline prior to its construction and still retain and utilize the Town Pipeline Easement for

no additional consideration so long as the pipeline and easement still meet the parameters of this Agreement. Upon completion of the construction and installation of the Town Pipeline, the Town shall hire a licensed surveyor to prepare a surveyed description and mapped depiction of the actual location of the as-built pipeline as it crosses the Turnbull Property. The Town shall record the finished as-built surveyed easement at its expense within a reasonable time.

2. Non-exclusivity of Easement. Turnbull shall retain the right to use and enjoy the premises of the Town Pipeline Easement so long as such use and enjoyment does not unreasonably interfere with the Town's rights under this Agreement. Turnbull shall not install or allow location of any permanent improvements on the easement premises, including but not limited to buildings, sheds, trees, pavement, and other similar non-removable structures. In the event that Turnbull does erect, install, or allow any permanent improvements on the easement premises, Turnbull understands and agrees that the Town may remove such permanent improvements at Turnbull's expense after first giving Turnbull a reasonable opportunity to self-perform the removal. If such improvements cause damage to the Town Pipeline, Turnbull understands that such damage is in violation of the Town of Crested Butte Municipal Code and that the Town may pursue all available remedies thereunder. The Town shall have no responsibility or liability for any damage or destruction to the removed permanent improvements.

3. Proper Installation of the Town Pipeline. The Town shall bear all expenses associated with installation of the Town Pipeline. The Town shall accomplish all construction work relating to the installation in a workmanlike manner and in the location and under the parameters of the Town Pipeline Easement as set forth in paragraph 1 above. The Town shall complete such work expeditiously and, once started, shall pursue such work with reasonable diligence to completion. The Town shall locate the Town Pipeline underground at all points where it crosses the Turnbull Property. If any appurtenances to the Town Pipeline, such as vents or manholes, need to be located above ground for legitimate safety or other functionality reasons, the Town shall design, construct, and install any such above-ground infrastructure to appear as discrete as reasonably possible. Upon completion of the installation, the Town's professional engineer shall certify in writing that all work was accomplished in a workmanlike manner and in conformity with this Agreement.

4. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). The Town shall be responsible for all OMR of the Town Pipeline, and shall accomplish all OMR in a workmanlike manner to avoid or mitigate any damage to the Turnbull Property. In the event that the Town plans a major repair or replacement of the Town Pipeline within the premises of the Town Pipeline Easement, it shall provide Turnbull with reasonable advance notice of the work to be undertaken and the estimated time of completion. However, in the event of an emergency situation or condition (such as, but not limited to, a pipeline rupture) the Town may go onto the easement premises at any time to undertake any such repair or replacement work that it deems necessary to properly mitigate or resolve the emergency. In the event that Turnbull discovers an emergency situation or condition pertaining to the Town Pipeline, it shall make all reasonable attempts to promptly notify the Town as soon as possible.

5. Restoration of Surface Disturbance. If and to the extent the installation or OMR of the

Town Pipeline causes any disturbance to the Turnbull Property, including but not limited to the landscaping (excluding trees), gardens, lawns, or grounds, the Town shall regrade, restore, re-seed, and/or revegetate the disturbed areas with native grasses and shrubs to a reasonable extent at its expense. The Town shall warranty the survival of any such landscaping or revegetation work for two (2) years.

6. Consideration. The grant of easement governed by this Agreement is consideration for Town's grant of consent to Turnbull to connect the Turnbull Property to the Town Water System under the terms and conditions of the associated Potable Water Service Agreement between the Parties.

7. Liability to Others. Each Party shall be responsible for any and all claims, demands, actions, losses, liabilities, damages, or expenses of whatever sort, including attorneys' fees, incurred or suffered by any person or entity arising out of or in connection with such Party's use or occupation of the Town Pipeline Easement premises, including the use or occupation of the easement premises by any Party's agents, employees, contractors, invitees, or licensees. However, nothing in this Agreement shall be construed to abrogate or diminish any protections or limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law. In the event that the Parties or their respective officers, directors, members, employees, agents, contractors, representatives, heirs, or assigns may be held jointly and severally liable under any statute, decision, or other law providing for such joint and several liability for their respective activities on the easement premises, the obligations of each Party for damages shall be apportioned, as between the Town and Turnbull, in direct proportion to the contributions of each as measured by the acts and omissions of each that in fact caused such legal injury, damage, or harm. The Parties agree to indemnify one another to the extent necessary to assure proper apportionment.

8. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

9. Binding Agreement. This Agreement and the governed grant of easement shall run with the burdened and benefitted lands and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Potable Water Service Agreement between the Parties.

11. Recordation. Following execution, the Town shall record this Agreement in the Gunnison

Easement Agreement (Turnbull)
Page 4 of 6

County Clerk and Recorder's Office.

12. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement (Turnbull)
Page 5 of 6

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

Subscribed and sworn to before me this ____ day of _____ 2020 by James A. Schmidt as Mayor of the Town of Crested Butte.

Witness my hand and official seal.

My Commission expires: _____.

Easement Agreement (Turnbull)
Page 6 of 6

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by Thomas M. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

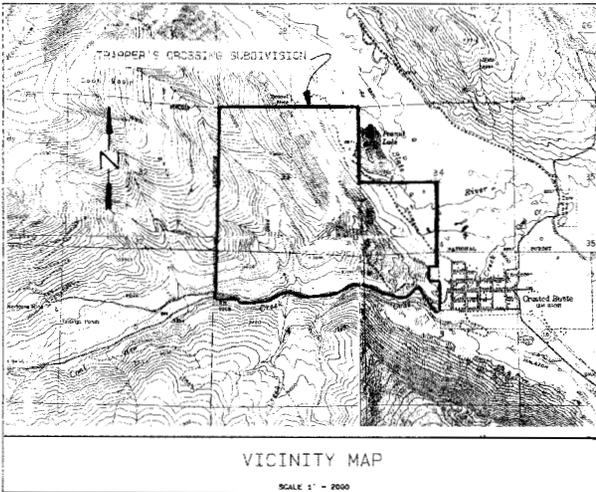
By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by Pamela L. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.



VICINITY MAP
SCALE 1" = 2000'

COMMENTS

- Trapper's Crossing at Crested Butte is subject to the Declaration of Protective Covenants of Trapper's Crossing at Crested Butte recorded April 26, 1990, in Book 111, at page 517 of the records of Gunnison County, Colorado.
- Trapper's Crossing at Crested Butte is subject to the Agreement between Trapper's Crossing, Ltd. and the Town of Crested Butte, Colorado, recorded April 26, 1990, in Book 111 at page 514 of the records of Gunnison County, Colorado.
- All roads as set forth on the Plat are private roads and all duty to maintain such roads and to remove snow therefrom is the sole responsibility of Trapper's Crossing at Crested Butte Association and the individual Lot owners.
- Gunnison County, Colorado has no duty to construct, maintain, repair or remove snow from the private roads.
- All snow avalanche control shall remain the duty and responsibility of the Trapper's Crossing at Crested Butte Association and the individual Lot owners and Gunnison County, Colorado assumes no responsibility nor liability therefor.
- Gunnison County, Colorado provides no winter maintenance to the Lots served by the Pitman Lake County Road, snow avalanches may occur in this area and persons traveling on the Pitman Lake County Road during the winter months do so at their own risk.
- A perpetual easement for the cross country ski trails as set forth on the Plat is granted to the Town of Crested Butte, Colorado under the terms and conditions set forth in the Agreement.
- All access roads to the designated building sites shall be constructed in the area set forth on the Plat.
- A joint access road to serve Lots 4, 6 and 8 and a joint access road to serve Lots 15 and 16 are granted in the areas shown on the Plat and shall be subject to separate joint easement agreements between the respective Lot owners of said Lots.
- The prior Plat of Trapper's Crossing at Crested Butte dated December 21, 1988 and filed December 27, 1989 bearing Reception No. 417941 of the records of Gunnison County, Colorado has been vacated in its entirety and this Plat of Trapper's Crossing at Crested Butte replaces and supersedes the prior Plat.

General Notes:

1. Basis of bearings of all field measurements is astronomical north as determined by solar observations.

STATEMENT OF SURVEYOR

I, James P. Furey, a registered Land Surveyor in the State of Colorado, certify that this plat and survey of TRAPPER'S CROSSING AT CRESTED BUTTE was made by me and under my supervision and that both are accurate to the best of my knowledge. Measurements have been found or set as shown on this plat.

I further certify that this plat and the Survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1966; and meets the accuracy requirements of a Class A Survey, as defined therein.



James P. Furey, L.S. #11230
April 19, 1990
Date

DEDICATION

WHEN ALL MEN BY THESE PRESENTS: The undersigned, TRAPPER'S CROSSING, LTD., a Delaware limited partnership as the owner of the real property interests in Gunnison County, Colorado described as follows:

A tract of land within the following sections:

- all Section 33 Township 13 South, Range 86 West, 61stM
- SW1/4 Section 34 Township 13 South, Range 86 West, 61stM
- NW1/4 Section 3 Township 14 South, Range 86 West, 61stM
- N1/2 Section 4 Township 14 South, Range 86 West, 61stM

all within Gunnison County, Colorado, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 33 (as marked by a USGS brass cap monument) this corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

- South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
- South 89° 45' 51" West 2561.33 feet to the northwest corner of said Section 33;
- South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
- South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kebley Pass County Road (County Road No. 12);
- North 05° 31' 28" East 194.52 feet along said center line;
- 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 375.00 feet;
- North 78° 29' 39" East 79.65 feet along said center line;
- 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
- South 87° 17' 28" East 187.42 feet along said center line;
- 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
- South 47° 00' 32" East 82.88 feet along said center line;
- 187.04 feet along said center line on a tangent curve to the left, said curve having a radius of 265.00 feet;
- South 88° 13' 33" East 102.18 feet along said center line;
- 128.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
- North 71° 45' 12" East 129.24 feet along said center line;
- 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
- North 93° 33' 40" East 184.88 feet along said center line;
- 183.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
- North 58° 11' 31" East 121.10 feet along said center line;
- 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
- South 61° 10' 35" East 35.26 feet along said center line;
- 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
- South 78° 32' 50" East 140.49 feet along said center line;
- 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
- South 1° 29' 54" East 114.91 feet along said center line;
- 316.87 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
- North 89° 48' 58" East 37.33 feet along said center line;
- 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
- North 83° 32' 14" East 49.94 feet along said center line;
- 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
- North 76° 55' 24" East 487.14 feet along said center line;
- 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
- North 57° 47' 22" East 148.51 feet along said center line;
- 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
- North 78° 50' 01" East 118.25 feet along said center line;
- 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
- South 64° 17' 18" East 116.40 feet along said center line;
- 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
- South 89° 18' 58" East 160.31 feet along said center line;
- 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
- South 64° 37' 39" East 181.45 feet along said center line;
- 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
- South 81° 09' 08" East 136.30 feet along said center line;
- 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
- South 60° 43' 40" East 110.77 feet along said center line;
- 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
- North 48° 41' 20" East 288.26 feet along said center line;

- 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
- South 52° 11' 30" East 876.17 feet along said center line;
- 265.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
- North 87° 34' 14" East 50.30 feet along said center line;
- North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
- WEST 110.71 feet along said boundary;
- WEST 216.50 feet along the westerly boundary of said Smith property;
- WEST 390.50 feet along the westerly boundary of said Smith property;
- WEST 595.50 feet along the westerly boundary of said Smith property;
- EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
- North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
- North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
- South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
- North 1° 16' 03" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

EXCEPTING THEREFROM a tract of land within the NE1/4SW1/4 of said Section 34, that was conveyed from JAY O'NEAL in a deed recorded in Book 517 at Page 97 of the records of the Gunnison County Clerk and Recorder.

ALSO EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 3 that was conveyed from Durango Land and Coal Company to Crested Butte Light and Water Company in a deed recorded in Book 164 at Page 548 of the records of the Gunnison County Clerk and Recorder.

This tract contains 936 acres more or less. Bearings used herein are relative to astronomical north as determined by solar observations.

has laid out, plotted and subdivided the same as Trapper's Crossing at Crested Butte as shown on the Plat and does hereby dedicate to Trapper's Crossing at Crested Butte Association, a Colorado non-profit corporation, for the non-exclusive use and benefit of the owners of all Lots within Trapper's Crossing at Crested Butte, their heirs, successors and assigns, the private roads set forth on the Plat for vehicular and pedestrian ingress and egress and for the installation and maintenance of all utilities, either by the Association, any utility company, the dedicant, the Association or any Lot owner. There is dedicated to the Town of Crested Butte, Colorado the land shown as Public Lands as shown on the Plat under the terms and conditions set forth in the Agreement. There is further dedicated to Trapper's Crossing at Crested Butte Association the Reservoir Easement, Ejectment, and Pipeline Easement as shown on the Plat, for the installation, maintenance, repair, replacement and operation of those facilities as described in Case No. 89-CW-218 of the Water Court for Water Division 4, State of Colorado.

IN WITNESS WHEREOF, the dedicant has subscribed its name this 25th day of April, 1990.

TRAPPER'S CROSSING, LTD., a Delaware limited partnership, by FAR CORP., a Colorado corporation, general partner

By: Ronald G. Spence, President

STATE OF COLORADO) ss
County of Gunnison

The above and foregoing Dedication was acknowledged before me this 25th day of April, 1990 by Ronald G. Spence as President of Far Corp., a Colorado corporation, as General Partner of Trapper's Crossing, Ltd., a Delaware limited partnership.

Witness my hand and official seal. My commission expires 04-15-93. Notary Public

CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this plat was filed in the office of the Clerk and Recorder of Gunnison County, Colorado on the 25th day of April, 1990. Reception No. 418357.

Notary Public
JAMES P. FUREY
CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO

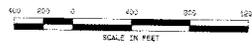
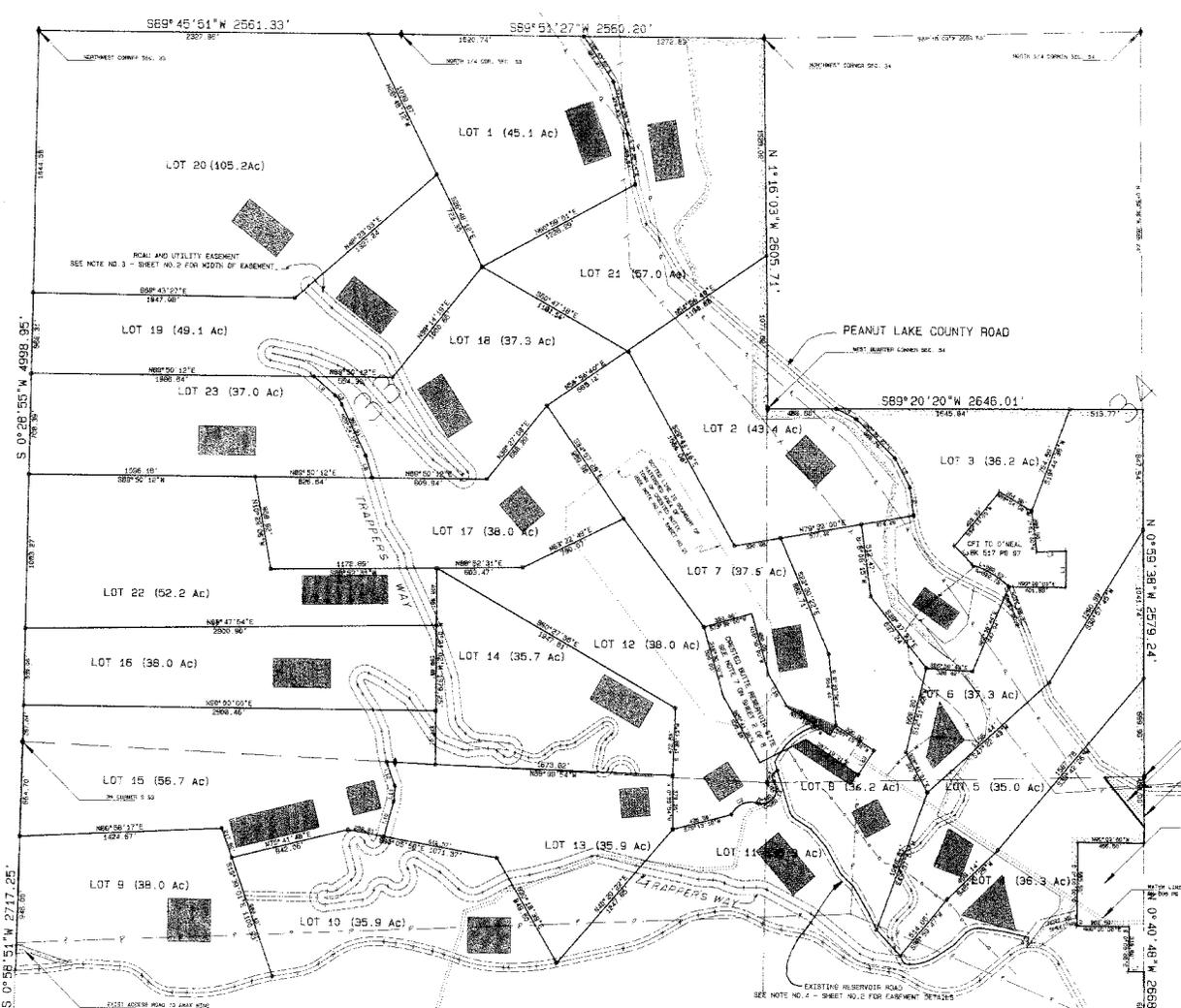
TRAPPER'S CROSSING AT CRESTED BUTTE
a subdivision within
SECTIONS 33 & 34, T13S, R86W, 6thPM
SECTION 3 & 4, T14S, R86W, 6thPM
GUNNISON COUNTY, COLORADO

PREPARED DATE: April 19, 1990
JAMES P. FUREY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1907, GUNNISON, CO. 81035

SHEET 1 OF 8

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Description of sheet	sheet #
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Lot layout and easements	2
Driveways, leach fields and Shing easements	3
Expanded view NE quadrant	4
Expanded view SE quadrant	5
Expanded view SW quadrant	6
Expanded view NW quadrant	7
Expanded view of some easements	8



SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)

1. This easement within Lot 4 was granted to Campbell by CPT and recorded in Book 217 at page 332 and is a 50 foot wide access easement (duplicate of this easement is recorded in Book 548 at page 01)
2. This easement (within Lot 4) is created by this plat and intended to grant an easement over the existing driveway leading from the O'Neal Property (Bk 517 at page 97) to the existing Peanut Lake County Road.
3. Road and Utility easement (called Trappers Way on this plat) is created by this plat and is to provide a road and utility easement to access all lots not presently accessed conveniently from the existing County Roads.
4. Reservoir Road - as displayed hereon is a easement created by this plat for a width of 20 feet on each side of the displayed center line for utilities and access. The center line of this easement is identical with the center line of the recorded easement to the Town of Crested Butte for an access road recorded in Book 393 at page 134, said license is for a width of 20 feet on each side of said center line.
5. Watershed Area - the dotted line (mostly within Lots 7 and 12) is the protected Watershed Area as defined on Watershed Map of the Town of the Town of Crested Butte, Colorado, creating the "W" Watershed District.
6. Water Line Easements to Town of Crested Butte (40 feet in width and shown as dotted parallel lines on plat) - the locations of the most recent easements are shown in a Quit Claim Deed (CPT to Town of Crested Butte, Colorado recorded in Bk 506 at page 524) but similar easements on essentially the same locations were created in favor of the Town of Crested Butte Water and Light Company. The water transmission easement from Coal Creek to the Reservoir was 45' Bk 373 at Page 134 and Bk 144 at page 547. The easement leading from the reservoir to Town is shown in its most recently recorded location (Bk 506 at page 524) but it was essentially the same location. The existing easement is 20 feet in width (along 10 feet on each side of the center line described in said Quit Claim Deed) - this plat creates an additional width on that easement of 20 feet so the total easement width is now 20 feet in width on each side of said center line for a total width of 40 feet.
7. Crested Butte Reservoir Site is shown on the plat in its most recent recorded location - it was recorded as two parcels - Bk 512 at page 278 is the larger and a smaller parcel for water tank location adjacent on the southeast corner of the larger parcel is recorded in Bk 563 at page 450. There are two previously recorded locations for the Reservoir site - being Bk 393 at page 134 and Bk 81 at page 45 - both of these previously recorded locations being essentially on the same location as displayed on this plat.
8. UTILITY EASEMENTS are reserved WITHIN all lots, said easements located on the lot lines and having a width of 10 feet, said easements being for construction and maintenance of buried utilities. Said utilities to serve lots within this subdivision. See sheet no. 8 of 8 for a drawing of said easements.

- LEGEND**
- Building Site
 - Town of Crested Butte Water Line Easement (see note 6 sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found 1886-LC standard brass cap monument at section corners and quarter corners.
 - Approximate location of buried water line to O'Neal property
 - Easement dedication to Town of Crested Butte
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Drove country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00"E	257.487
2	S 87°05'00"W	208.25
3	S 84°40'00"W	187.24
4	S 84°32'01"W	154.29
5	S 82°49'20"E	229.63
6	S 81°17'14"E	197.49
7	S 80°00'00"E	110.71
8	N 1°37'57"W	163.28
9	N 46°46'58"E	197.72
10	N 14°34'08"E	208.72
11	N 4°12'10"E	108.65
12	N 1°42'25"W	180.17
13	N 82°42'00"E	200.00
14	S 82°41'00"W	80.09
15	N 83°00'00"W	200.00

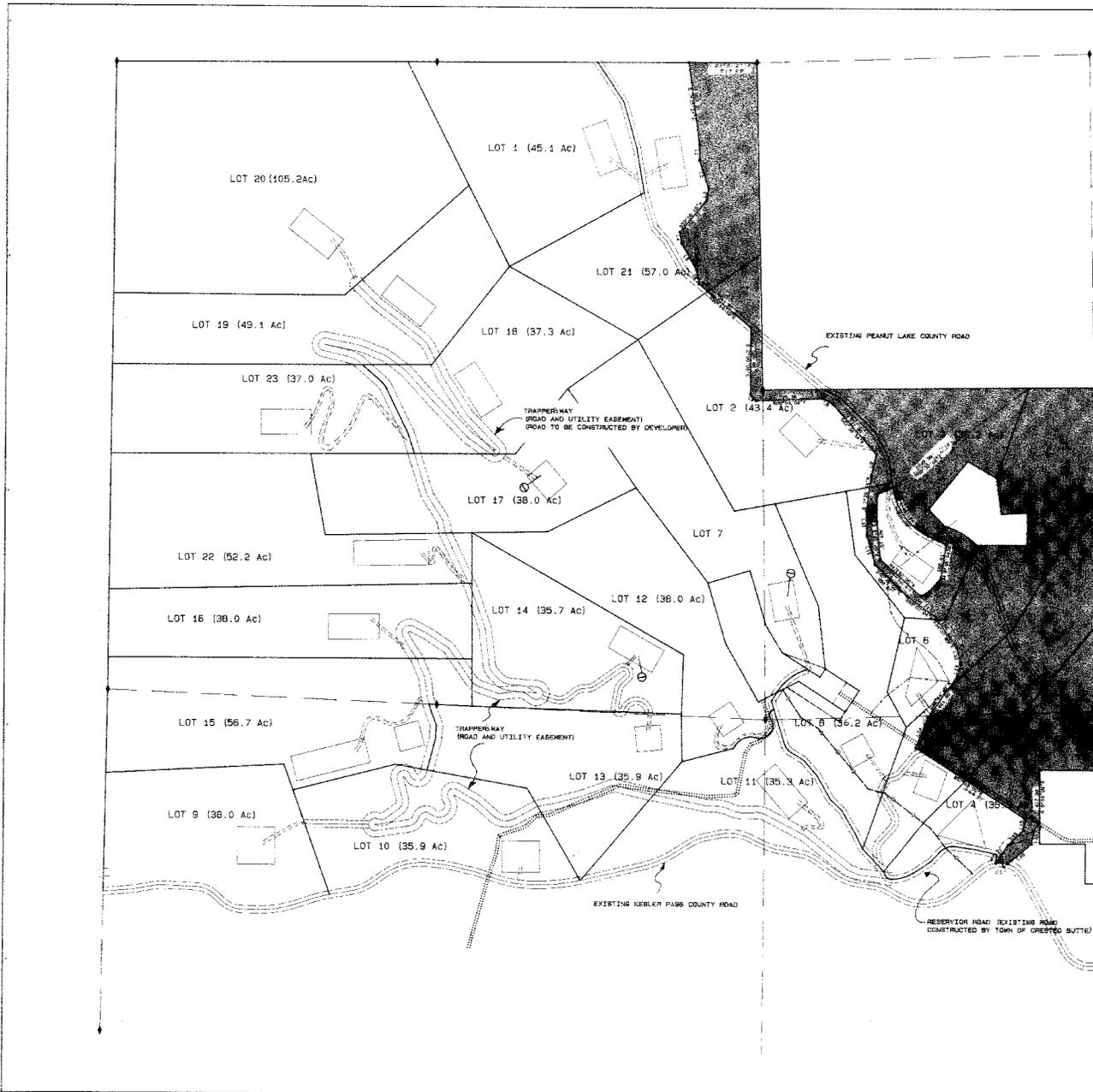
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	108°56'01"	50.00	49.58	94.77	518°31'26"W	81.21	
2	84°58'21"	100.00	136.18	221.15	S 87°31'57"W	201.66	
3	23°32'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	
4	22°52'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	
5	166°36'01"	50.00	49.58	94.77	S 16°31'26"W	81.21	
6	84°28'21"	150.00	136.18	221.15	S 87°17'57"W	201.66	
7	22°52'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	

TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 19, 1990 LATEST REV. DATE: 00
 ENGINEERS AND LAND SURVEYING
 P. O. BOX 1307, GUNNISON, CO. 81230

SHEET 2 OF 8



SCALE IN FEET

TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S 18°09'32"E	232.44'		
3	S 10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S 29°05'24"E	247.79'		
6	S 10°10'57"E	108.60'		
7	S 43°08'12"E	80.52'		
8	S 40°58'32"E	56.73'		
9	S 13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S 16°16'04"E	240.33'		
12	S 15°20'41"E	125.79'		
13	S 13°38'41"W	111.82'		
14	S 21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S 45°56'55"W	168.17'		
17	S 33°44'55"W	176.74'		
18	N 60°03'24"E	256.48'		
19	N 9°32'29"E	107.90'		
20	N 34°14'57"E	79.09'		
21	N 41°34'14"W	162.47'		
22	S 69°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N 61°32'48"E	80.15'		
25	N 40°47'35"E	140.41'		

- LEGEND
- Building Site
 - Town of Crested Butte Water Line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Approximate location of existing buried water line to O'Neal property
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Draw country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)
 - Leach Fields (general area of location)
 - Access Driveway location.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

TRAPPER WAY to be constructed from its intersection with the Reservoir Road (at southwest corner of Lot 4) to its terminus at the lot boundary common to Lots 19 and 20. Road to have a traveled way, width of 20 feet from its beginning to the switchback in Lot 14 and thereafter a width of 18 feet to its terminus in Lot 20. Road to be constructed within the "road and utility easement" shown hereon.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

Lot 4 Drive Road to be constructed by Owners of Lots 5, 4 and 8 within the "road and utility easement" shown on these drawings (leads from the existing Reservoir Road to a terminus at the boundary common to Lots 5 and 4).

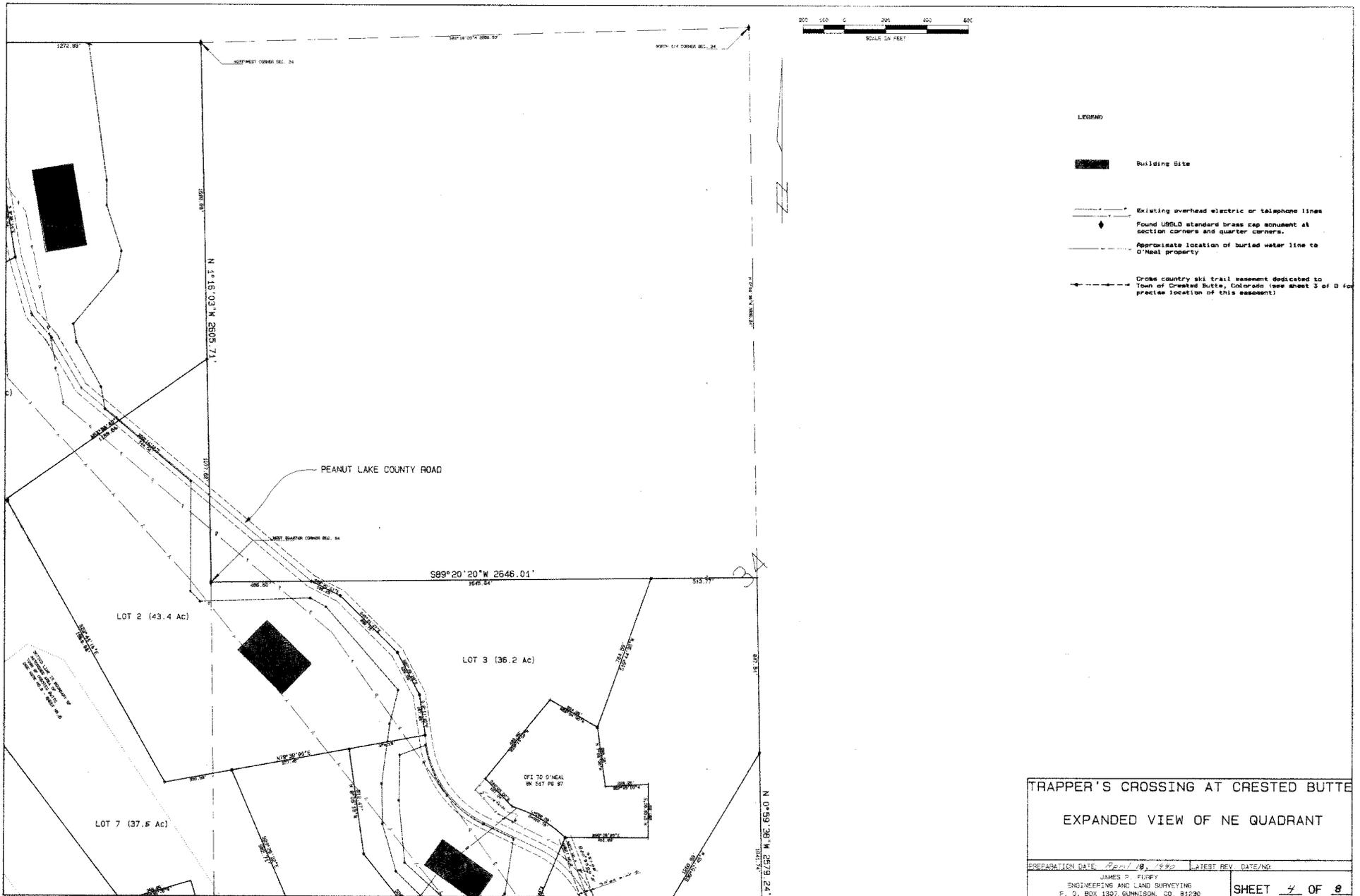
Lot 9 Drive Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).

Lot 12 Drive Road to be constructed by Owners of Lots 13 and 14 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 13 and 14).

TRAPPER'S CROSSING AT CRESTED BUTTE

ROADS, DRIVEWAYS, LEACH FIELDS AND SKIING EASEMENTS

PREPARATION DATE: <u>April 18, 1990</u>	LATEST REV. DATE/NO.
JAMES D. FURSE ENGINEERING AND LAND SURVEYING P. O. BOX 1879, SURREY, CO. 81350	
SHEET <u>3</u> OF <u>8</u>	



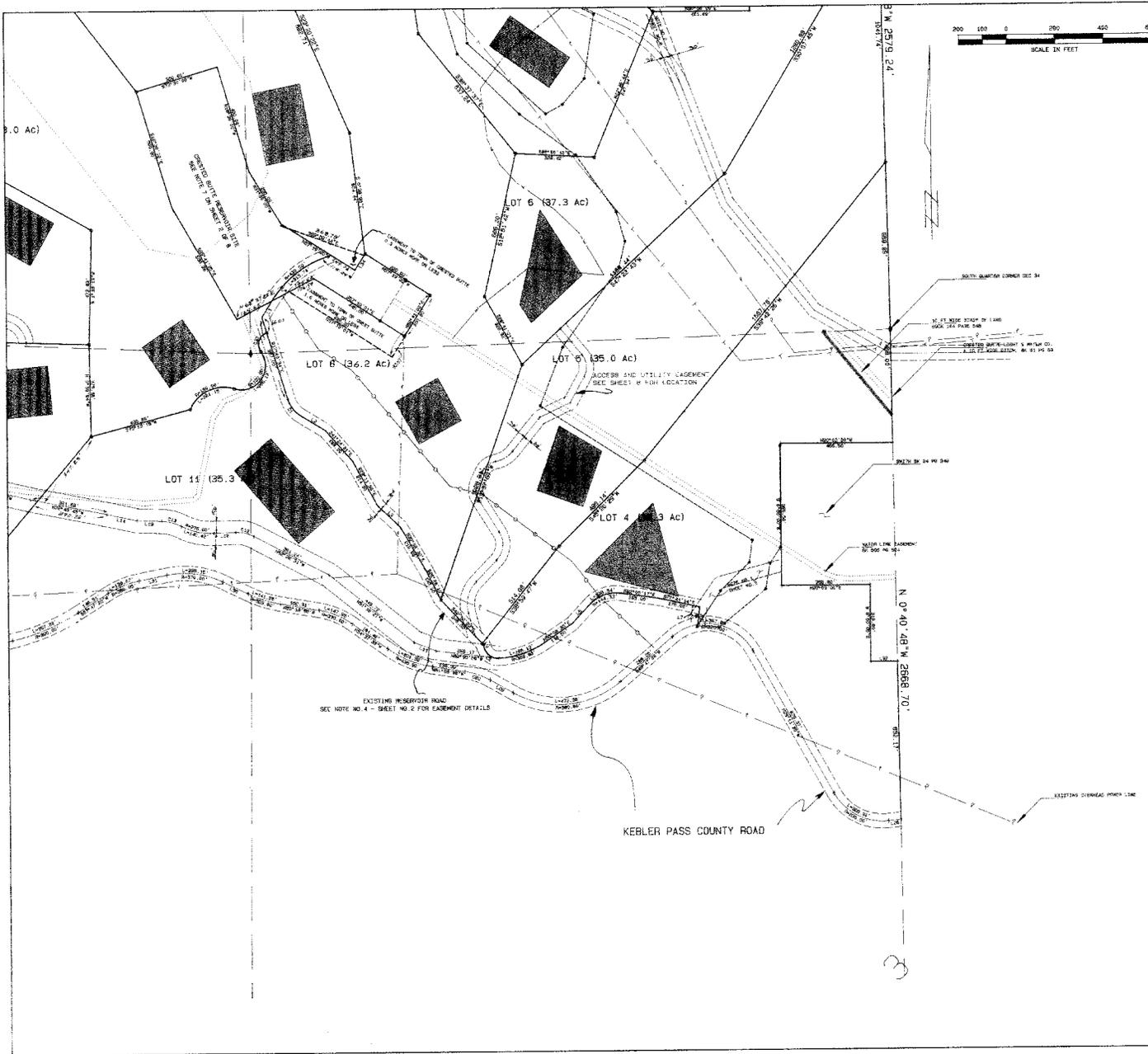


TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	S31°59'46"W	79.56'
2	S58°24'34"E	120.00'
3	S43°22'20"E	125.00'
4	S23°49'32"E	30.00'
5	N43°04'43"E	107.00'
7	S 7°15'46"W	72.55'
11	N68°30'33"W	97.14'
12	S87°32'30"W	90.12'
13	N87°58'12"W	102.54'
14	N77°50'18"W	125.00'
28	S83°34'14"W	50.30'
29	N60°43'40"W	110.77'
30	N64°17'18"W	115.46'
31	S78°50'01"W	118.25'
32	N90°00'00"E	110.71'
33	N 4°12'10"E	108.66'
34	S32°41'00"W	80.00'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°50'46"	36.43	38.79	67.87	S89°14'02"E	62.94
12	29°44'50"	150.00	39.84	72.60	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.71

LEGEND

- Building Site
- Town of Crested Butte Water line Easement (see note 6 sheet no. 2 for details)
- Road and utility easement created by this plat
- Existing overhead electric or telephone lines
- Found USGS standard brass cap monument at section corners and quarter corners.
- Approximate location of buried water line to O'Neal property
- Surface water course easement to be 10 feet wide on each side of existing primary water course.
- Cross country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)

TRAPPER'S CROSSING AT CRESTED BUTTE
EXPANDED VIEW OF SE QUADRANT

PREPARATION DATE: April 23, 1990 LATEST REV. DATE/NO:

JAMES P. PURELY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1307, BURNISOR, CO. 81630

SHEET 5 OF 8

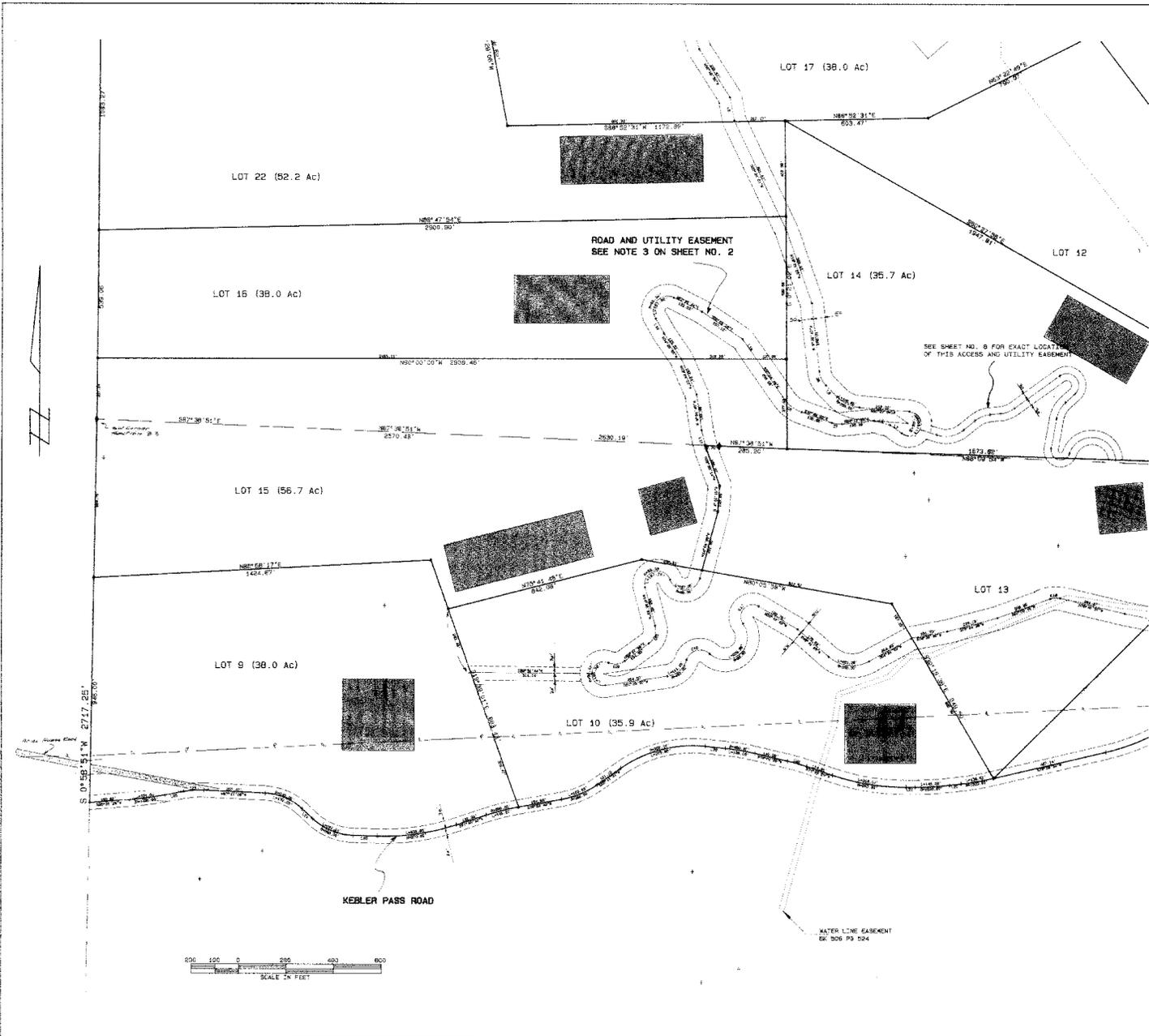


TABLE OF SHORT CURVE AND LINE SEGMENTS

LINE	BEARING	DISTANCE
1	S23°33'47"W	149.80
2	S43°39'48"W	84.29
3	N75°53'59"W	150.00
4	S30°48'00"W	80.00
5	S31°59'46"W	79.86
6	S70°18'48"E	89.67
7	S84°56'28"E	89.70
8	N44°24'07"W	87.53
9	N11°15'51"W	104.19
10	S71°21'45"E	101.64
11	N61°09'07"E	81.65
12	N84°39'14"E	44.81
13	S49°04'32"W	52.84
14	N69°39'53"W	57.14
15	S87°56'30"W	80.12
16	N87°58'12"W	102.34
17	N13°37'02"W	87.60
18	N29°30'03"W	71.86
19	S36°04'48"E	100.87
20	S89°32'14"W	49.84
21	S89°49'08"W	37.23
22	N84°10'35"W	89.26
23	N89°13'23"W	102.18
24	N47°00'32"W	82.58
25	S79°29'58"W	79.85

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	533°11'47"W	71.80	100.86
2	60°28'15"	100.00	56.25	105.48	S73°52'55"W	100.86	79.34
3	20°38'47"	200.00	40.47	79.87	N87°01'38"W	79.34	84.23
4	41°14'15"	119.60	45.00	86.08	S37°47'42"E	84.23	81.21
5	109°36'01"	80.00	86.88	84.77	S18°31'20"W	81.21	87.63
6	34°03'25"	150.00	45.99	68.24	S33°58'48"E	87.63	43.36
7	29°02'30"	150.00	52.21	43.71	S83°10'40"E	43.36	63.88
8	37°41'20"	100.00	54.00	66.67	N09°00'00"W	63.88	54.07
9	15°35'19"	200.00	87.26	54.24	S60°25'28"E	54.07	0.00
10	0°00'00"	35.00	0.00	0.00	N 0°00'00"E	0.00	86.33
11	35°34'47"	100.00	35.21	70.30	N87°47'15"E	86.33	52.45
12	38°08'58"	120.00	30.34	63.18	N88°30'22"E	52.45	77.43
13	37°48'30"	120.00	41.06	72.12	N87°11'04"W	77.43	77.01
14	29°44'58"	150.00	38.64	77.86	N77°15'51"W	77.01	88.57
15	29°46'09"	150.00	42.30	83.24	N79°25'08"W	88.57	40.16
16	33°29'38"	75.00	29.96	40.74	S88°52'59"W	40.16	37.93
17	109°38'05"	50.00	46.05	138.71	S41°52'28"W	37.93	101.04
18	114°42'40"	60.00	63.86	125.13	S75°05'59"W	101.04	69.45
19	90°28'54"	75.00	36.99	72.87	N63°42'22"E	69.45	78.87
20	88°34'30"	75.00	47.73	89.78	N19°40'42"E	78.87	84.54
21	158°03'38"	45.00	38.07	117.33	S 0°02'53"W	84.54	96.30
22	0°00'00"	90.00	46.32	84.67	N94°11'22"W	84.54	96.30
23	10°10'50"	375.00	43.44	85.48	S89°01'02"W	96.30	

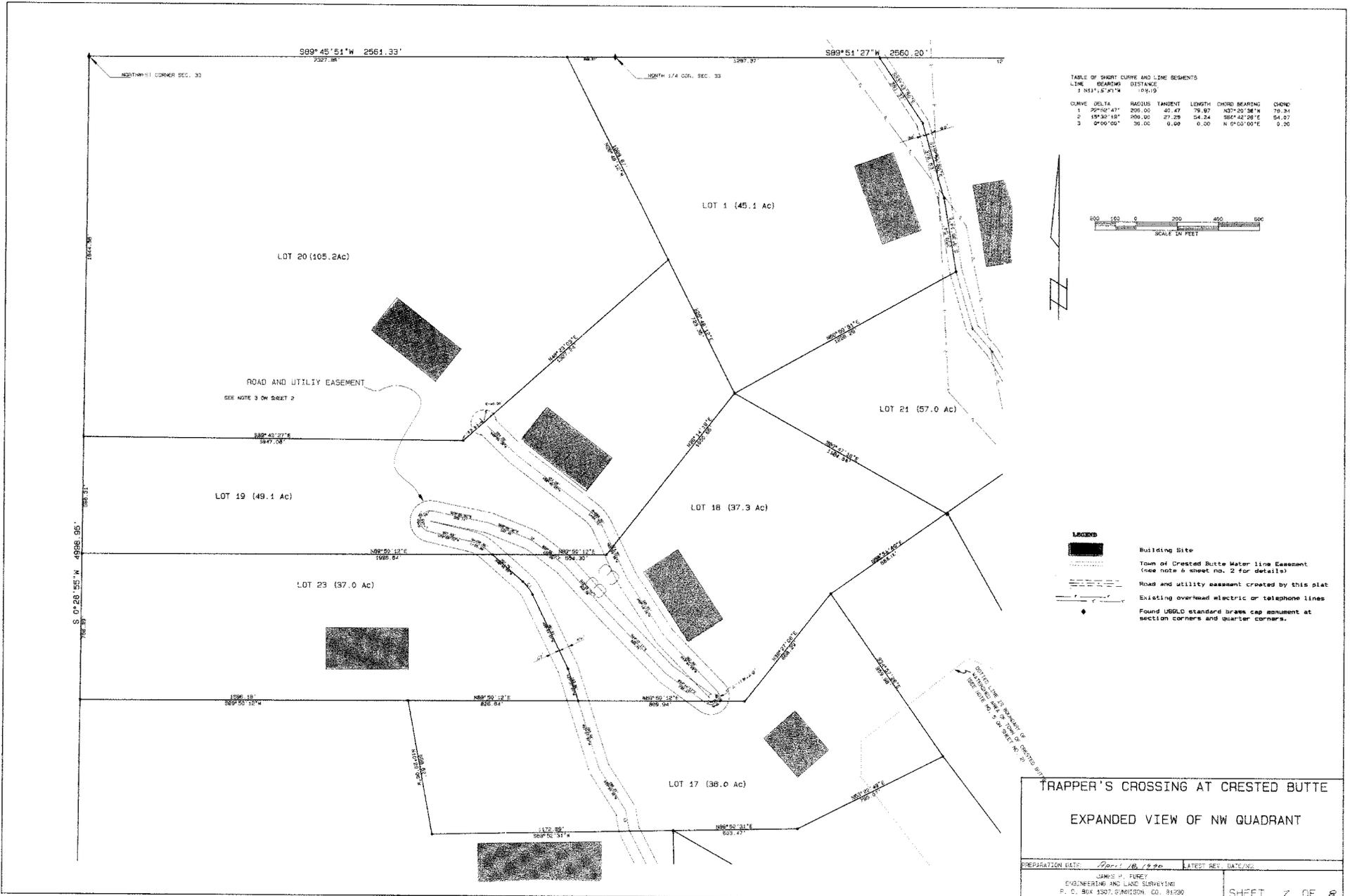
- LEGEND**
- Building Site
 - Town of Crested Butte Water Line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found URSLO standard brass cap monument at section corners and quarter corners.

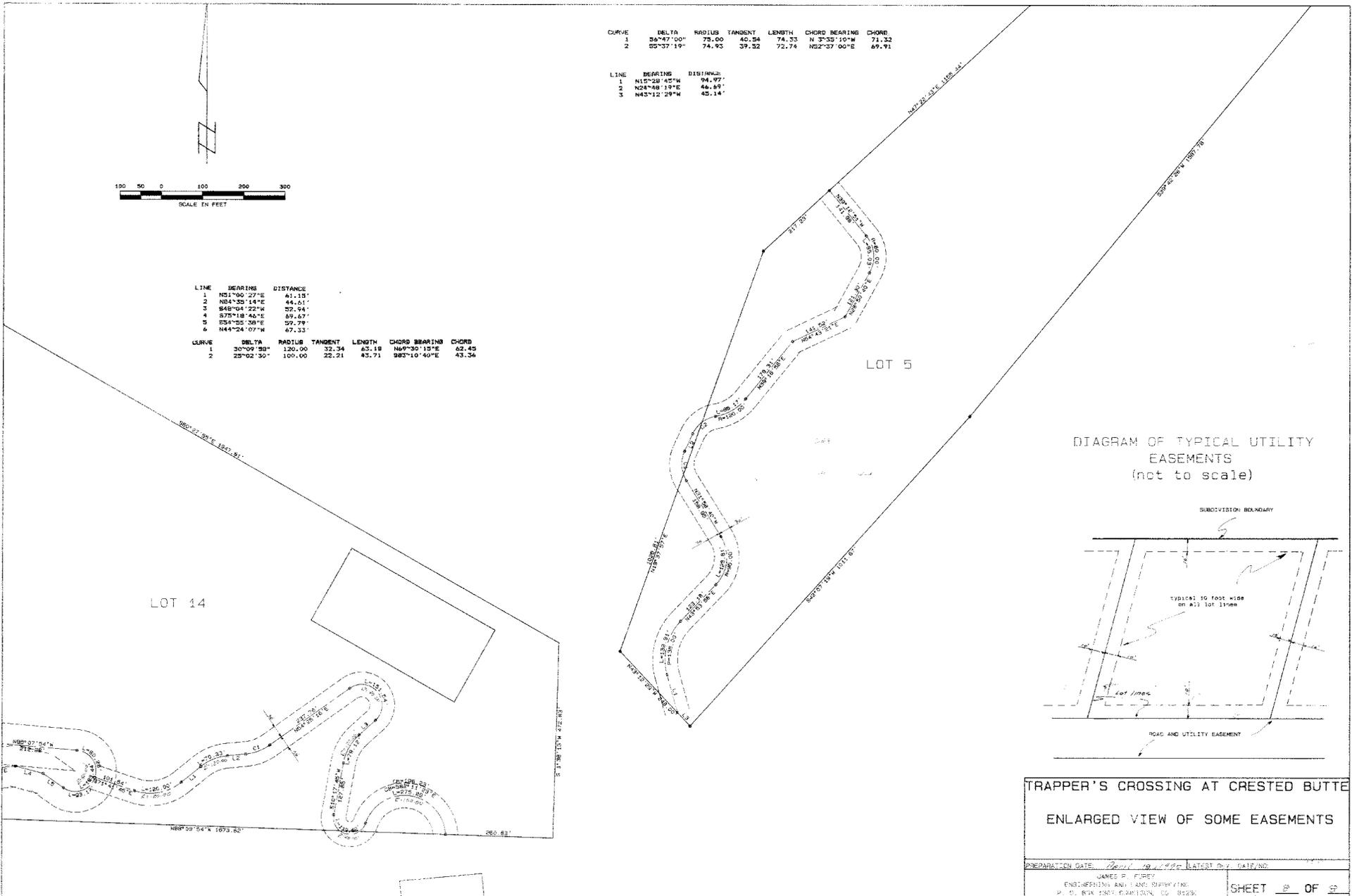
TRAPPER'S CROSSING AT CRESTED BUTTE
EXPANDED VIEW OF SW QUADRANT

PREPARATION DATE: April 19, 1980 LATEST REV. DATE/NO:

JAMES P. FURRY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1367, GUNNISON, CO. 81030

SHEET 6 OF 8



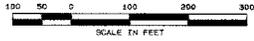


CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	36°47'00"	75.00	40.54	74.33	N 3°32'10"W	71.32
2	55°37'19"	74.93	39.32	72.74	N52°37'00"E	69.91

LINE	BEARING	DISTANCE
1	N15°28'45"W	94.97
2	N54°48'17"E	44.49
3	N43°12'29"W	45.14

LINE	BEARING	DISTANCE
1	N51°00'27"E	41.15
2	N04°35'14"E	44.61
3	S48°04'22"W	32.94
4	S75°18'45"E	59.67
5	S31°52'38"E	32.78
6	N44°24'07"W	47.33

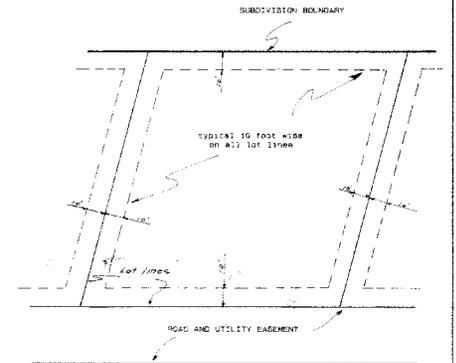
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	30°09'58"	120.00	32.34	43.18	N49°30'19"E	42.45
2	29°02'30"	100.00	25.21	42.71	S87°10'40"E	43.36



LOT 14

LOT 5

DIAGRAM OF TYPICAL UTILITY EASEMENTS
(not to scale)



TRAPPER'S CROSSING AT CRESTED BUTTE
ENLARGED VIEW OF SOME EASEMENTS

SEPARATION DATE: *April 19, 1989* LATEST DATE: *DATE/NO.*

JAMES P. PIPEY
ENGINEERING AND SURVEYING
P. O. BOX 2267, PARLISON, CO. 81223

SHEET *8* OF *27*

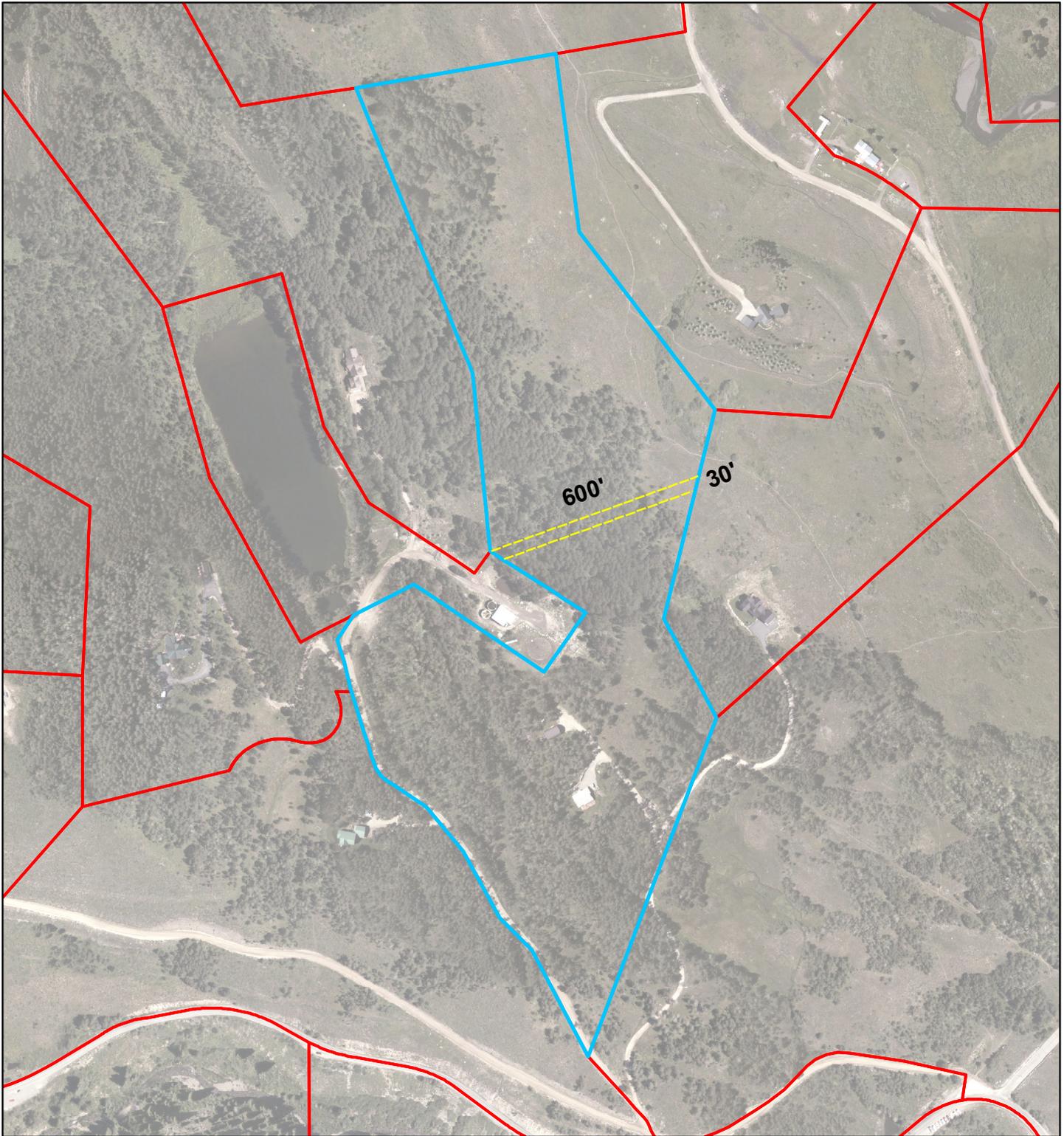
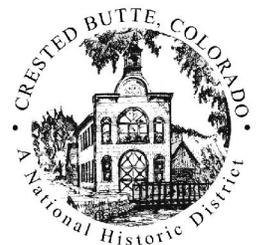
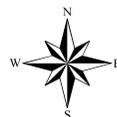


FIGURE 1 - Approximate Location of Water Line Easement for Lot 8 Trapper's Crossing at Crested Butte

-  Lot 8 Trapper's Crossing at Crested Butte
-  Parcel Boundaries
-  Trails
-  Water Line Easement



December 4, 2019

Town of Crested Butte
Attn: Dara MacDonald
PO BOX 39
Crested Butte, CO 81224

RE: Request for Extension of Water Service Beyond Town Boundaries

Dara MacDonald

Thomas M. Turnbull and Pamela L. Turnbull (Owners) are hereby providing a written request to extend potable water services beyond the Town of Crested Buttes (Town) boundaries. The Owners wish to connect to the water transmission line, which is located within a 30' wide easement that crosses the Owner's Property. In return, the Town will receive an easement to construct the Town Pipeline across the Owner's Property.

Pursuant to Section 13-1-280 of the Town of Crested Butte Municipal Code, the owner is required to provide a written request to the Town Manager, which shall include:

1. A legal description of the real property to be served
2. A description of the nature and scope of the land owner's proposed development
3. A statement as to the timing of the completion of the development
4. An estimate as to the probable flow requirements
5. A description with copies of all supporting documents of the property rights that allow for such an extension.

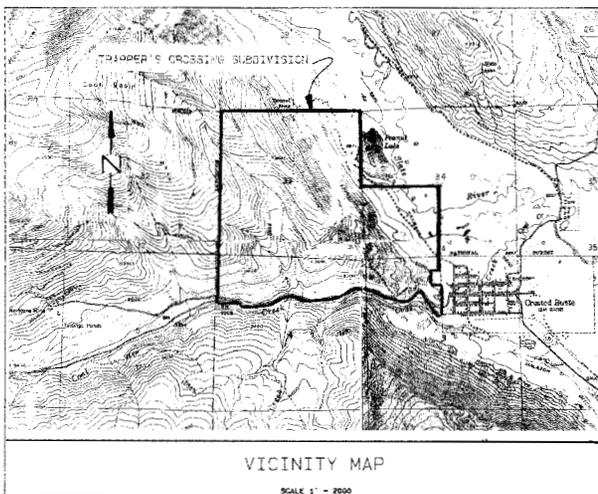
The legal description of the property is Lot 8, Trappers Crossing at Crested Butte and further illustrated in **Exhibit A**. The property has already been developed and includes a primary single family dwelling unit and a detached garage with a second single family dwelling unit. The primary unit and garage unit have a living area of 1,478 and 1,339 square feet, respectively, for a total living area of 2,817 square feet. At this time, the Owner does not wish to actively pursue the connection of a potable water service to the Town's transmission line; however, the Owners would like to have the option to connect to the Town's water system at a future date. With respect to probable flow requirements, the Owner is requesting a 1 inch potable service line. Depending on certain dynamic factors, a 1 inch service line can provide approximately 15 gpm of water. Once the Owner decides to connect to the Town's transmission line, the Owner will be required to perform an Engineering Feasibility Study, which will ascertain water demands. Finally, a copy of the title commitment to the property is attached as **Exhibit B**. Also attached as **Exhibit A** is the Trappers Crossing Plat, which shows the Town's 30 foot wide Water Transmission Line Easement.

Per the Agreement Regarding Municipal Water Service between the Owners and Town dated December 4, 2019, this letter constitutes the filing of a written request. If you should have any questions regarding this request, feel free to contact us at 970-640-3330 or email at mpturnbull@msn.com.

Sincerely

Thomas M. Turnbull
Owner

Pamela L. Turnbull
Owner



COMMENTS

- Trapper's Crossing at Crested Butte is subject to the Declaration of Protective Covenants of Trapper's Crossing at Crested Butte recorded April 26, 1990, in Book 111, at page 517 of the records of Gunnison County, Colorado.
- Trapper's Crossing at Crested Butte is subject to the Agreement between Trapper's Crossing, Ltd. and the Town of Crested Butte, Colorado, recorded April 26, 1990, in Book 111 at page 514 of the records of Gunnison County, Colorado.
- All roads as set forth on the Plat are private roads and all duty to maintain such roads and to remove snow therefrom is the sole responsibility of Trapper's Crossing at Crested Butte Association and the individual Lot owners.
- Gunnison County, Colorado has no duty to construct, maintain, repair or remove snow from the private roads.
- All snow avalanche control shall remain the duty and responsibility of the Trapper's Crossing at Crested Butte Association and the individual Lot owners and Gunnison County, Colorado assumes no responsibility nor liability therefor.
- Gunnison County, Colorado provides no winter maintenance to the Lots served by the Pitman Lake County Road, snow avalanches may occur in this area and persons traveling on the Pitman Lake County Road during the winter months do so at their own risk.
- A perpetual easement for the cross country ski trails as set forth on the Plat is granted to the Town of Crested Butte, Colorado under the terms and conditions set forth in the Agreement.
- All access roads to the designated building sites shall be constructed in the area set forth on the Plat.
- A joint access road to serve Lots 4, 6 and 8 and a joint access road to serve Lots 15 and 14 are granted in the areas shown on the Plat and shall be subject to separate joint easement agreements between the respective Lot owners of said Lots.
- The prior Plat of Trapper's Crossing at Crested Butte dated December 21, 1989 and filed December 27, 1989 bearing Reception No. 417941 of the records of Gunnison County, Colorado has been vacated in its entirety and this Plat of Trapper's Crossing at Crested Butte replaces and supersedes the prior Plat.

STATEMENT OF SURVEYOR

I, James P. Furey, a registered Land Surveyor in the State of Colorado, certify that this plat and survey of TRAPPER'S CROSSING AT CRESTED BUTTE was made by me and under my supervision and that both are accurate to the best of my knowledge. Measurements have been found or set as shown on this plat.

I further certify that this plat and the Survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1966; and meets the accuracy requirements of a Class A Survey, as defined therein.

James P. Furey, L.S. #11250
April 19, 1990
Date



DEDICATION

WHEN ALL MEN BY THESE PRESENTS: The undersigned, TRAPPER'S CROSSING, LTD., a Delaware limited partnership as the owner of the real property interests in Gunnison County, Colorado described as follows:

A tract of land within the following sections:

all Section 33 Township 13 South, Range 86 West, 61stM
SW1/4 Section 34 Township 13 South, Range 86 West, 61stM
NW1/4 Section 3 Township 14 South, Range 86 West, 61stM
N1/2 Section 4 Township 14 South, Range 86 West, 61stM

all within Gunnison County, Colorado, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 33 (as marked by a USGS brass cap monument) this corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

- South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
- South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
- South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
- South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kehler Pass County Road (County Road No. 12);
- North 05° 31' 28" East 194.52 feet along said center line;
- 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 1450.00 feet;
- North 78° 29' 39" East 79.65 feet along said center line;
- 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
- South 87° 17' 28" East 187.42 feet along said center line;
- 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 245.00 feet;
- South 47° 00' 32" East 82.88 feet along said center line;
- 147.04 feet along said center line on a tangent curve to the left, said curve having a radius of 289.00 feet;
- South 88° 13' 33" East 102.18 feet along said center line;
- 128.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
- North 71° 45' 12" East 129.24 feet along said center line;
- 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
- North 93° 33' 40" East 184.88 feet along said center line;
- 143.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
- North 58° 11' 31" East 121.10 feet along said center line;
- 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
- South 61° 10' 35" East 35.26 feet along said center line;
- 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
- South 78° 32' 50" East 140.49 feet along said center line;
- 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
- South 1° 29' 54" East 114.91 feet along said center line;
- 316.87 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
- North 89° 48' 54" East 37.33 feet along said center line;
- 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
- North 83° 32' 14" East 49.94 feet along said center line;
- 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
- North 76° 55' 24" East 487.14 feet along said center line;
- 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
- North 57° 47' 22" East 148.51 feet along said center line;
- 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
- North 78° 50' 01" East 118.25 feet along said center line;
- 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
- South 64° 17' 18" East 116.40 feet along said center line;
- 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
- South 89° 18' 58" East 160.31 feet along said center line;
- 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
- South 65° 37' 39" East 181.45 feet along said center line;
- 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
- South 81° 09' 08" East 136.30 feet along said center line;
- 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
- South 60° 43' 40" East 110.77 feet along said center line;
- 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
- North 48° 41' 20" East 288.26 feet along said center line;

- 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
- South 52° 11' 30" East 876.17 feet along said center line;
- 269.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
- North 87° 34' 14" East 50.30 feet along said center line;
- North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
- WEST 110.71 feet along said boundary;
- NORTH 216.50 feet along the westerly boundary of said Smith property;
- WEST 390.50 feet along the westerly boundary of said Smith property;
- NORTH 595.50 feet along the westerly boundary of said Smith property;
- EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
- North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
- North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
- South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
- North 1° 16' 03" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 34, that was conveyed from JAY O'NEAL in a deed recorded in Book 517 at Page 97 of the records of the Gunnison County Clerk and Recorder.

ALSO EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 2 that was conveyed from Durango Land and Coal Company to Crested Butte Light and Water Company in a deed recorded in Book 164 at Page 548 of the records of the Gunnison County Clerk and Recorder.

This tract contains 936 acres more or less. Bearings used herein are relative to astronomical north as determined by solar observations.

has laid out, plotted and subdivided the same as Trapper's Crossing at Crested Butte as shown on the Plat and does hereby dedicate to Trapper's Crossing at Crested Butte Association, a Colorado non-profit corporation, for the non-exclusive use and benefit of the owners of all Lots within Trapper's Crossing at Crested Butte, their heirs, successors and assigns, the private roads set forth on the Plat for vehicular and pedestrian ingress and egress and for the installation and maintenance of all utilities, either by the Association, any utility company, the dedicator, the Association or any Lot owner. There is dedicated to the Town of Crested Butte, Colorado the land shown as Public Lands as shown on the Plat under the terms and conditions set forth in the Agreement. There is further dedicated to Trapper's Crossing at Crested Butte Association the Reservoir Easement, Ejectment, and Pipeline Easement as shown on the Plat, for the installation, maintenance, repair, replacement and operation of those facilities as described in Case No. 89-CW-219 of the Water Court for Water Division 4, State of Colorado.

IN WITNESS WHEREOF, the dedicator has subscribed its name this 25th day of April, 1990.

TRAPPER'S CROSSING, LTD., a Delaware limited partnership, by FAR CORP., a Colorado corporation, general partner
By: Ronald G. Spence, President

STATE OF COLORADO) ss
County of Gunnison

The above and foregoing Dedication was acknowledged before me this 25th day of April, 1990 by Ronald G. Spence as President of Far Corp., a Colorado corporation, as General Partner of Trapper's Crossing, Ltd., a Delaware limited partnership.

Witness my hand and official seal
My commission expires 04-15-93
Notary Public

CLERK AND RECORDER'S CERTIFICATE

I hereby certify that this plat was filed in the office of the Clerk and Recorder of Gunnison County, Colorado on the 25th day of April, 1990. Reception No. 418357.

Notary Public
JAMES P. FUREY
CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO

TRAPPER'S CROSSING AT CRESTED BUTTE
a subdivision within
SECTIONS 33 & 34, T13S, R86W, 6thPM
SECTION 3 & 4, T14S, R86W, 6thPM
GUNNISON COUNTY, COLORADO

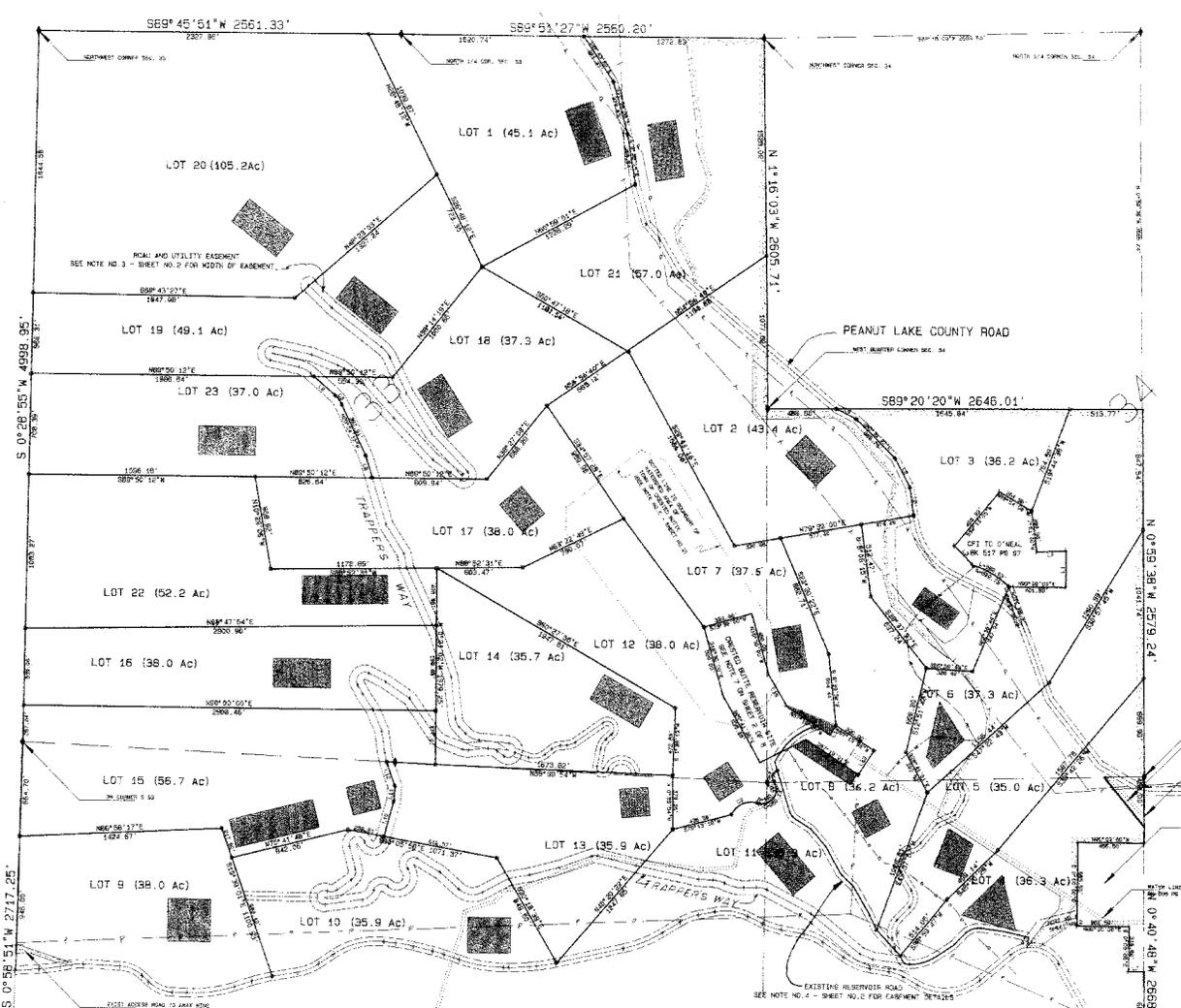
PREPARED DATE: April 19, 1990
JAMES P. FUREY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1907, GUNNISON, CO. 81035

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Description of sheet	sheet #
Vicinity Map, Dedication	1
Lot layout and easements	2
Driveways, leach fields and Shing easements	3
Expanded view NE quadrant	4
Expanded view SE quadrant	5
Expanded view SW quadrant	6
Expanded view NW quadrant	7
Expanded view of some easements	8

General Notes:

1. Basis of bearings of all field measurements is astronomical north as determined by solar observations.



SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)

1. This easement within Lot 4 was granted to Campbell by CPT and recorded in Book 217 at page 332 and is a 50 foot wide access easement (duplicate of this easement is recorded in Book 548 at page 01)
2. This easement (within Lot 4) is created by this plat and intended to grant an easement over the existing driveway leading from the O'Neal Property (Bk 517 at page 97) to the existing Peanut Lake County Road.
3. Road and Utility easement (called Trappers Way on this plat) is created by this plat and is to provide a road and utility easement to access all lots not presently accessed conveniently from the existing County Roads.
4. Reservoir Road - as displayed hereon is a easement created by this plat for a width of 20 feet on each side of the displayed center line for utilities and access. The center line of this easement is identical with the center line of the recorded easement to the Town of Crested Butte for an access road recorded in Book 393 at page 134, said license is for a width of 20 feet on each side of said center line.
5. Watershed Area - the dotted line (mostly within Lots 7 and 12) is the protected Watershed Area as defined on Watershed Map of the Town of the Town of Crested Butte, Colorado, creating the "W" Watershed District.
6. Water Line Easements to Town of Crested Butte (40 feet in width and shown as dotted parallel lines on plat) - the locations of the most recent easements are shown in a Quit Claim Deed (CPT to Town of Crested Butte, Colorado recorded in Bk 506 at page 524) but similar easements on essentially the same locations were created in favor of the Town of Crested Butte Water and Light Company. The water transmission easement from Coal Creek to the Reservoir was 45' Bk 373 at Page 134 and Bk 144 at page 547. The easement leading from the reservoir to Town is shown in its most recently recorded location (Bk 506 at page 524) but it was essentially the same location. The existing easement is 20 feet in width (along 10 feet on each side of the center line described in said Quit Claim Deed) - this plat creates an additional width on that easement of 20 feet so the total easement width is now 20 feet in width on each side of said center line for a total width of 40 feet.
7. Crested Butte Reservoir Site is shown on the plat in its most recent recorded location - it was recorded as two parcels - Bk 512 at page 278 is the larger and a smaller parcel for water tank location adjacent on the southeast corner of the larger parcel is recorded in Bk 563 at page 450. There are two previously recorded locations for the Reservoir site - being Bk 393 at page 134 and Bk 81 at page 45 - both of these previously recorded locations being essentially on the same location as displayed on this plat.
8. UTILITY EASEMENTS are reserved WITHIN all lots, said easements located on the lot lines and having a width of 10 feet, said easements being for construction and maintenance of buried utilities. Said utilities to serve lots within this subdivision. See sheet no. 8 of B for a drawing of said easements.

LEGEND

- Building Site
- Town of Crested Butte Water Line Easement (see note 6 sheet no. 2 for details)
- Road and utility easement created by this plat
- Existing overhead electric or telephone lines
- Found 1886 LC standard brass cap monument at section corners and quarter corners.
- Approximate location of buried water line to O'Neal property
- Easement dedication to Town of Crested Butte
- Surface water course easement to be 10 feet wide on each side of existing primary water course.
- Drove country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of B for precise location of this easement)

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00"E	257.487
2	S 87°05'00"W	208.25
3	S 84°40'00"E	187.24
4	S 84°32'01"W	154.29
5	S 82°49'20"E	229.63
6	S 81°17'14"E	197.69
7	S 80°00'00"E	110.71
8	N 11°37'57"W	163.28
9	S 84°46'58"E	197.72
10	N 14°34'08"E	208.72
11	N 41°12'10"E	108.65
12	N 19°42'26"W	180.17
13	S 82°42'00"E	200.50
14	S 82°41'00"W	80.09
15	N 83°00'00"W	205.00

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	108°56'01"	50.00	49.59	94.77	518°31'26"W	81.21	
2	84°58'21"	100.00	136.18	221.15	S 87°31'57"W	201.66	
3	23°32'49"	200.00	49.47	79.87	N 87°20'34"W	79.34	
4	22°52'49"	200.00	49.47	79.87	N 87°20'36"W	79.34	
1	166°36'01"	50.00	49.58	94.77	S 16°31'26"W	81.21	
2	84°28'21"	150.00	136.18	221.15	S 87°17'57"W	201.66	
3	22°52'47"	200.00	49.47	79.87	N 87°20'36"W	79.34	

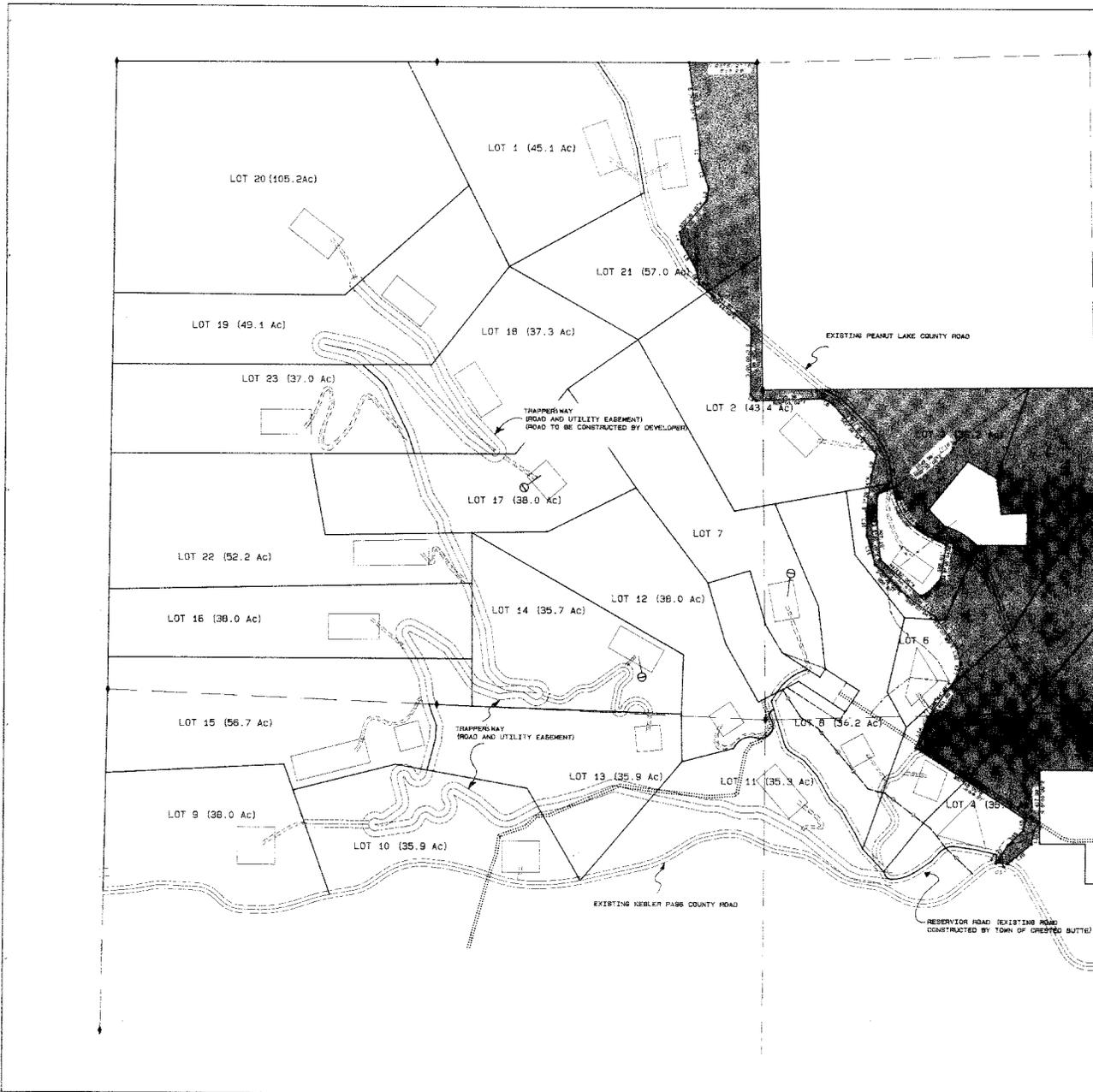
TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 19, 1990 LATEST REV. DATE: 00

ENGINEERS AND LAND SURVEYING
P. O. BOX 1307, GUNNISON, CO. 81230

SHEET 2 OF 8



SCALE IN FEET

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S 18°09'32"E	232.44'		
3	S 10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S 29°05'24"E	247.79'		
6	S 10°10'57"E	108.60'		
7	S 43°08'12"E	80.52'		
8	S 40°58'32"E	56.73'		
9	S 13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S 16°16'04"E	240.33'		
12	S 15°20'41"E	125.79'		
13	S 13°38'41"W	111.82'		
14	S 21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S 45°56'55"W	168.17'		
17	S 33°44'55"W	176.74'		
18	N 50°03'24"E	256.48'		
19	N 9°32'29"E	107.90'		
20	N 34°14'57"E	79.09'		
21	N 64°34'54"W	162.47'		
22	S 60°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N 61°32'48"E	80.15'		
25	N 40°47'35"E	140.41'		

- LEGEND
- Building Site
 - Town of Crested Butte Water Line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Approximate location of existing buried water line to O'Neal property
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Cross country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)
 - Leach Fields (general area of location)
 - Access Driveway location.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

TRAPPER WAY to be constructed from its intersection with the Reservoir Road (at southwest corner of Lot 4) to its terminus at the lot boundary common to Lots 19 and 20. Road to have a traveled way, width of 20 feet from its beginning to the switchback in Lot 14 and thereafter a width of 18 feet to its terminus in Lot 20. Road to be constructed within the "road and utility easement" shown hereon.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

Lot 4 Drive Road to be constructed by Owners of Lots 5, 4 and 8 within the "road and utility easement" shown on these drawings (leads from the existing Reservoir Road to a terminus at the boundary common to Lots 5 and 4).

Lot 9 Drive Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).

Lot 12 Drive Road to be constructed by Owners of Lots 13 and 14 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 13 and 14).

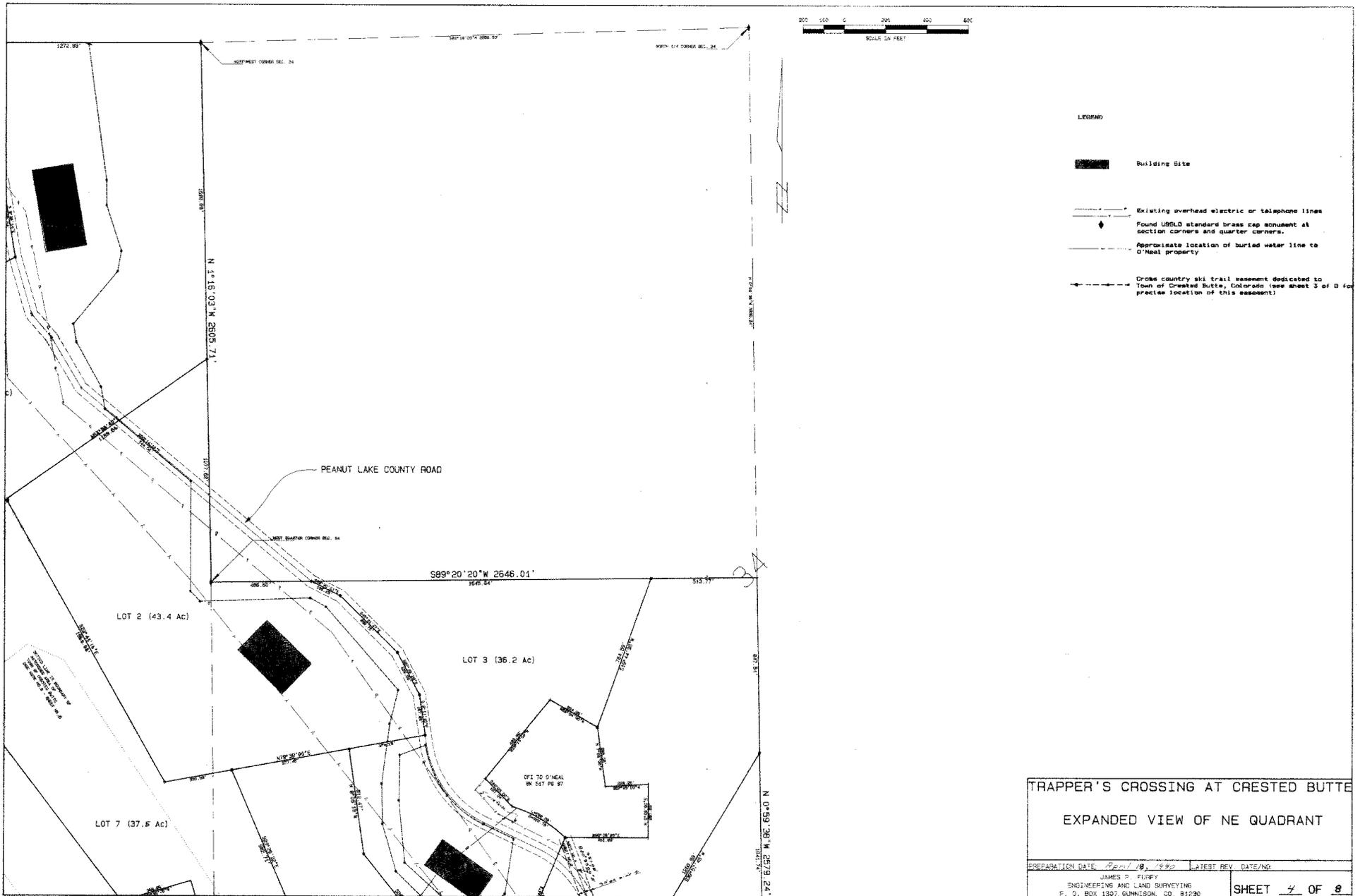
TRAPPER'S CROSSING AT CRESTED BUTTE

ROADS, DRIVEWAYS, LEACH FIELDS AND SKIING EASEMENTS

PREPARATION DATE: April 18, 1990 LATEST REV. DATE/NO.

JAMES D. FURSE
ENGINEERING AND LAND SURVEYING
P. O. BOX 1859, SURREY, CO. 81350

SHEET 3 OF 8



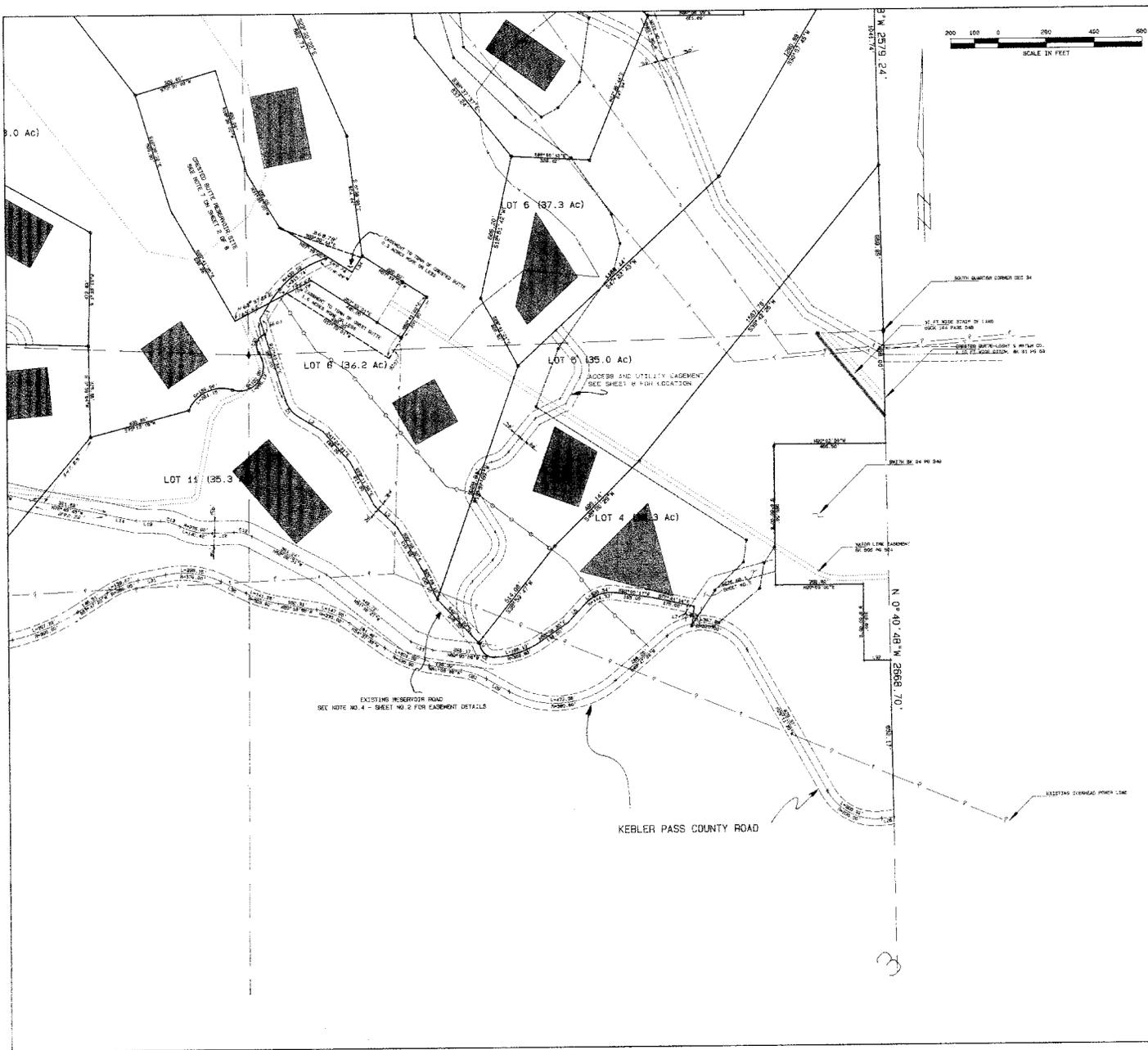


TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	S31°59'44"W	79.56'
2	S58°24'34"E	120.00'
3	S43°22'20"E	125.00'
4	S23°49'32"E	30.00'
5	N43°04'43"E	107.00'
7	S 7°15'46"W	72.55'
11	N68°30'33"W	97.14'
12	S87°32'30"W	90.12'
13	N87°58'12"W	102.54'
14	N77°50'18"W	125.00'
28	S83°34'14"W	50.30'
29	N60°43'40"W	110.77'
30	N64°17'18"W	115.46'
31	S78°50'01"W	118.25'
32	N90°00'00"E	110.71'
33	N 4°12'10"E	108.66'
34	S32°41'00"W	80.00'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	36.43	38.79	67.87	S89°14'02"E	62.94
12	29°44'50"	150.00	39.84	72.69	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.71

- LEGEND**
- Building Site
 - Town of Crested Butte Water line Easement (see note 6 sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found USGS standard brass cap monument at section corners and quarter corners.
 - Approximate location of buried water line to O'Neal property
 - Surface water course assessment to be 10 feet wide on each side of existing primary water course.
 - Cross country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)

TRAPPER'S CROSSING AT CRESTED BUTTE
 EXPANDED VIEW OF SE QUADRANT

PREPARATION DATE: April 23, 1990 LATEST REV. DATE/NO:

JAMES P. PURELY
 ENGINEERING AND LAND SURVEYING
 P. O. BOX 1307, BURNISOR, CO. 81630

SHEET 5 OF 8

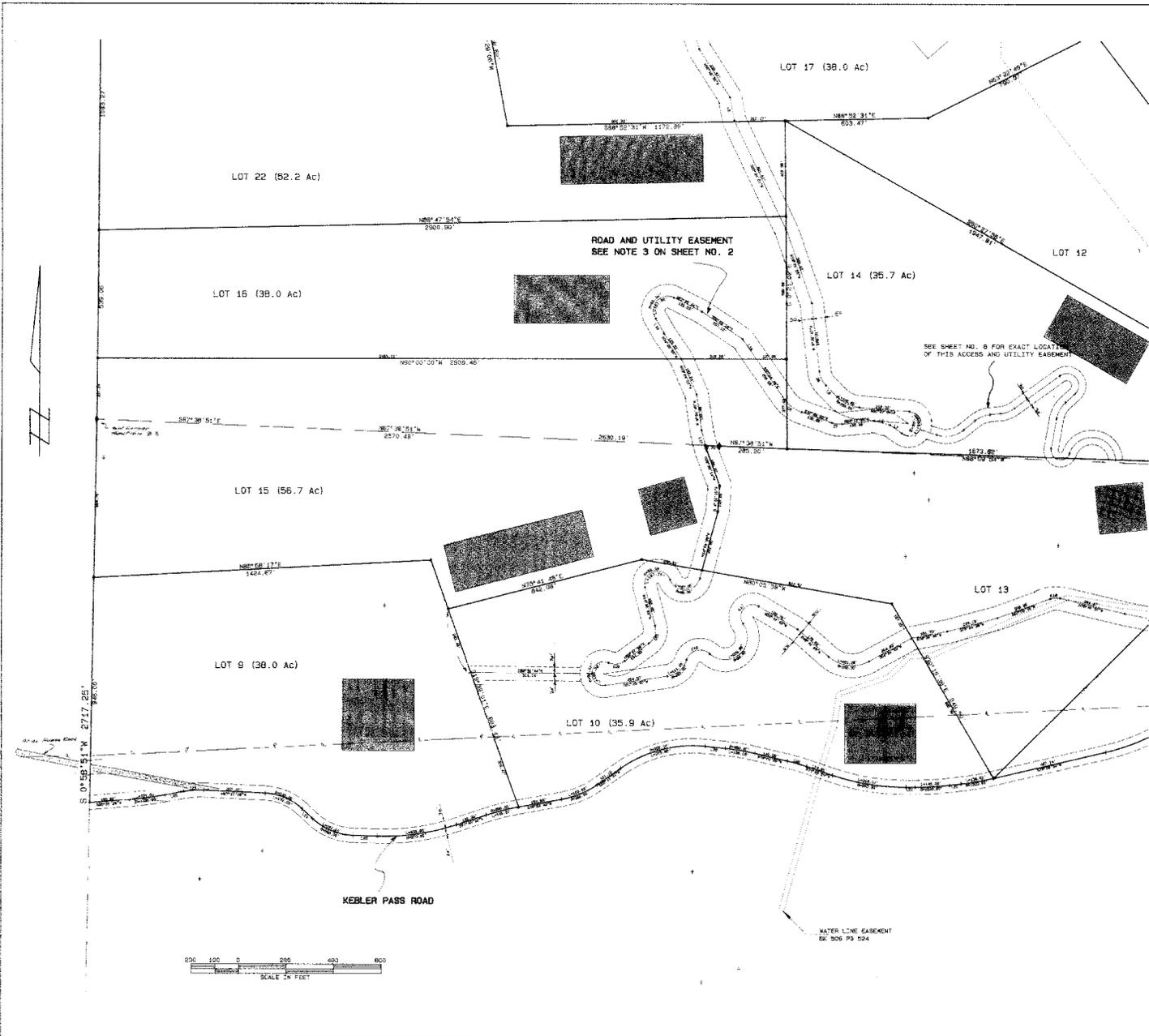


TABLE OF SHORT CURVE AND LINE SEGMENTS

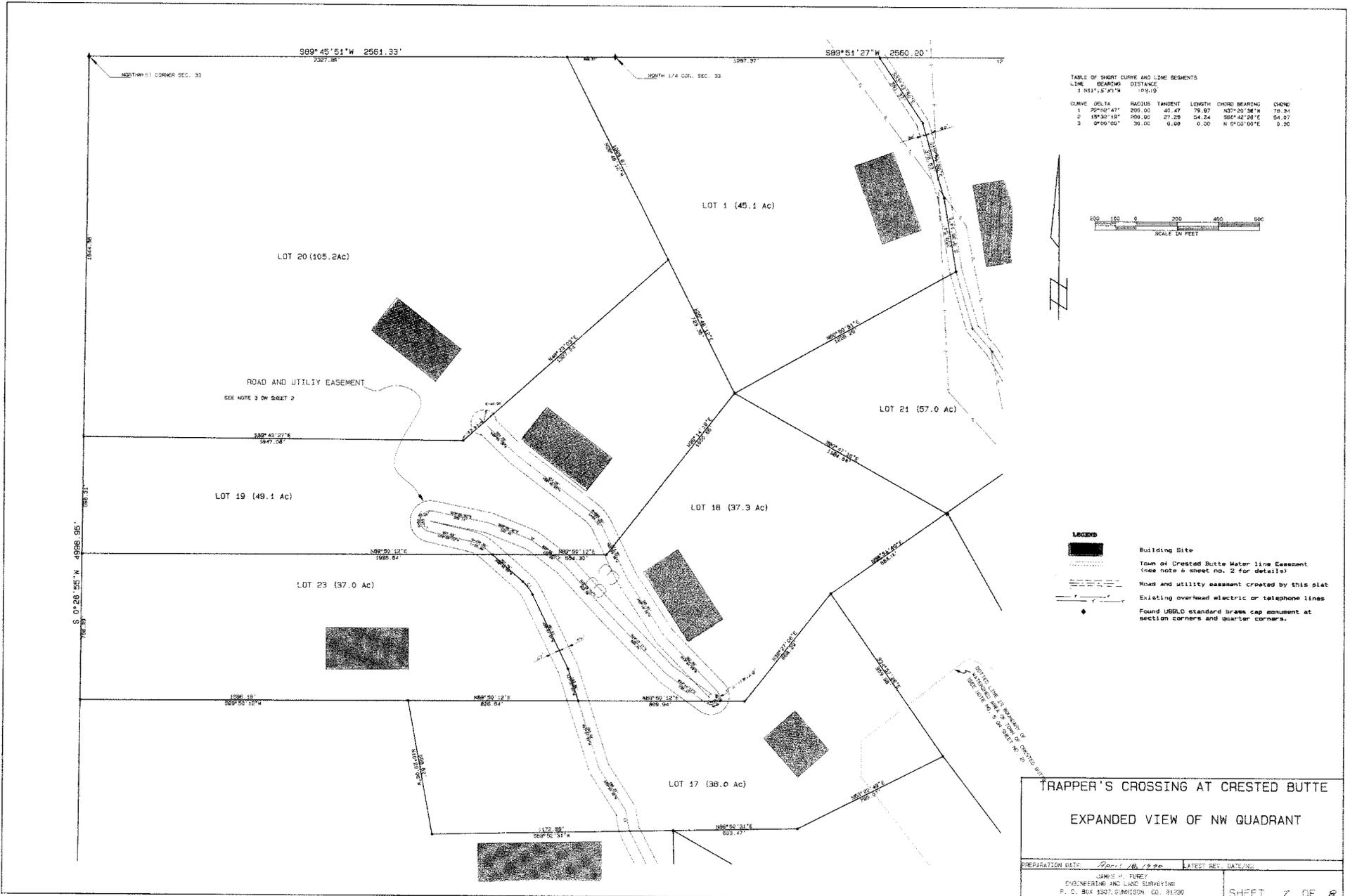
LINE	BEARING	DISTANCE
1	S23°33'47"W	149.80
2	S43°39'48"W	84.29
3	N75°53'59"W	150.00
4	S30°48'00"W	80.00
5	S31°59'46"W	79.86
6	S70°18'48"E	89.67
7	S84°56'28"E	89.70
8	N44°24'07"W	87.53
9	N11°15'51"W	104.19
10	S71°21'45"E	101.64
11	N61°09'07"E	81.65
12	N84°39'14"E	44.81
13	S49°04'32"W	52.84
14	N68°39'53"W	57.14
15	S87°56'30"W	80.12
16	N87°58'12"W	102.34
17	N13°37'02"W	87.60
18	N28°30'03"W	71.86
19	S36°04'48"E	100.87
20	S88°32'14"W	49.84
21	S88°40'08"W	37.23
22	N84°10'35"W	89.26
23	N88°13'23"W	102.18
24	N47°00'32"W	82.58
25	S79°29'58"W	79.85

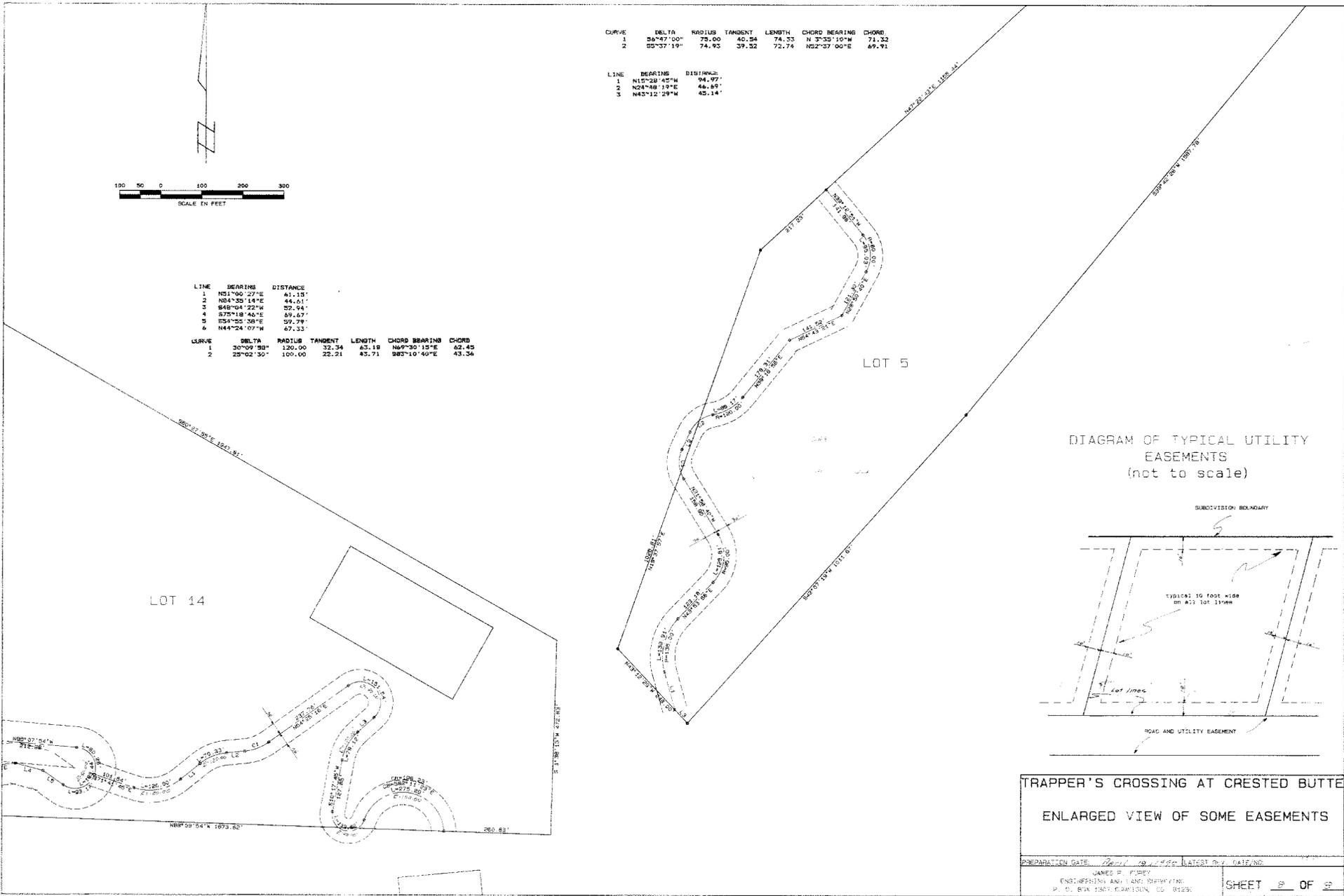
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	53.81	S33°11'47"W	71.80
2	60°28'15"	100.00	56.25	105.48	67.34	S73°52'55"W	100.00
3	20°38'47"	200.00	40.47	79.87	63.71	N37°03'58"W	79.34
4	41°14'15"	119.60	45.00	86.08	53.77	S37°47'42"E	84.23
5	109°38'01"	80.00	86.88	84.77	51.81	S18°31'28"W	81.21
6	34°03'25"	150.00	45.99	68.24	35.31	S23°58'48"E	67.63
7	29°02'30"	150.00	52.21	43.71	33.10	N10°40'40"E	43.36
8	37°41'20"	100.00	54.00	66.67	40.00	N09°00'00"W	65.68
9	15°35'19"	200.00	87.26	54.24	38.00	S60°25'28"E	54.07
10	10°00'00"	30.00	0.00	0.00	0.00	N1°00'00"E	0.00
11	35°34'47"	100.00	35.21	70.30	47.15	N87°47'15"E	69.33
12	38°08'58"	120.00	30.34	63.18	45.80	N88°30'22"E	62.45
13	37°48'30"	120.00	41.06	72.12	51.04	N77°15'01"W	77.63
14	29°44'58"	150.00	38.64	77.86	51.51	N77°15'01"W	77.01
15	29°44'58"	150.00	42.30	83.24	57.82	N77°15'01"W	80.57
16	33°29'38"	75.00	29.96	40.74	28.90	S68°52'50"W	40.16
17	109°38'05"	50.00	54.02	138.71	84.12	S28°28'28"W	87.93
18	114°42'40"	60.00	63.86	125.13	77.00	S75°05'50"W	101.04
19	90°28'54"	75.00	36.99	72.87	48.22	N62°42'22"E	69.45
20	88°34'30"	75.00	47.73	83.78	54.40	N19°40'42"E	78.87
21	158°03'58"	45.00	38.07	117.33	74.00	S10°03'58"W	78.87
22	0°23'00"	90.00	48.32	84.67	56.41	N94°11'22"W	84.54
23	10°10'50"	375.00	43.44	80.48	58.00	S80°00'00"W	86.30

- LEGEND**
- Building Site
 - Town of Crested Butte Water Line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found URSLO standard brass cap monument at section corners and quarter corners.

TRAPPER'S CROSSING AT CRESTED BUTTE
EXPANDED VIEW OF SW QUADRANT

PREPARATION DATE: April 19, 1980 LATEST REV. DATE/NO:
 JAMES P. FURRY
 ENGINEERING AND LAND SURVEYING
 P. O. BOX 1367, GUNNISON, CO. 81030





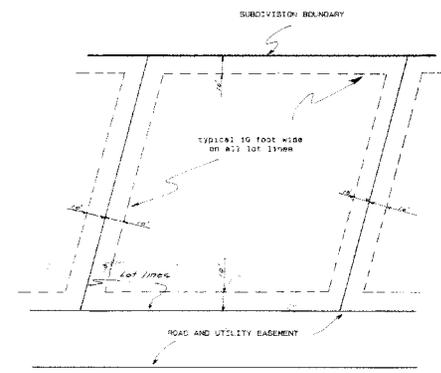
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	36°47'00"	75.00	40.54	74.33	N 3°32'10"W	71.32
2	55°37'19"	74.93	39.32	72.74	N 52°37'00"E	69.91

LINE	BEARING	DISTANCE
1	N 15°28'45"W	94.97'
2	N 54°48'17"E	44.49'
3	N 43°12'29"W	45.14'

LINE	BEARING	DISTANCE
1	N 51°00'27"E	41.15'
2	N 84°33'14"E	44.61'
3	S 48°04'22"W	32.94'
4	S 75°18'45"E	59.67'
5	S 31°52'38"E	32.78'
6	N 44°24'07"W	47.33'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	30°09'58"	120.00	32.34	43.18	N 69°30'19"E	42.45
2	29°02'30"	100.00	25.21	42.71	S 87°10'40"E	43.36

DIAGRAM OF TYPICAL UTILITY EASEMENTS (not to scale)



TRAPPER'S CROSSING AT CRESTED BUTTE
ENLARGED VIEW OF SOME EASEMENTS

PREPARATION DATE: April 19, 1989 LATEST DATE: DATE/NO.
ENGINEERING AND SURVEYING
JAMES P. PIPEY
P. O. BOX 2267, PARRISON, CO. 81263
SHEET 8 OF 27

Exhibit B



Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **GUR88001784-4**

Date: **11/22/2019**

Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Christina Cesario
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 349-0115 (Work)
(800) 834-5192 (Work Fax)
ccesario@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Crested Butte Title Team
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
gcreponse@ltgc.com

Buyer/Borrower

THOMAS M. TURNBULL AND PAMELA L. TURNBULL
Delivered via: No Commitment Delivery

Agent for Buyer

COLDWELL BANKER MOUNTAIN PROPERTIES
Attention: JOSEPH GARCIA
PO BOX 100
215 ELK AVE
CRESTED BUTTE, CO 81224
(970) 209-4034 (Cell)
(970) 349-5007 (Work)
(970) 349-5463 (Work Fax)
joegarcia@cbmp.com
Delivered via: Electronic Mail

Seller/Owner

THE JOYA DEPASQUALE FAMILY TRUST DATED
AUGUST 10, 1999
Delivered via: No Commitment Delivery

Agent for Seller

LIV SOTHEBY'S INTERNATIONAL REALTY
Attention: CATHERINE BENSON
PO BOX 210
401 ELK AVE
CRESTED BUTTE, CO 81224
(970) 349-6653 (Work)
(970) 349-6654 (Work Fax)
cathy.benson@sothebysrealty.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **GUR88001784-4** Date: **11/22/2019**
 Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**
 Parties: **THOMAS M. TURNBULL AND PAMELA L. TURNBULL**
THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$3,699.00
Tax Certificate	\$26.00
Total \$3,725.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Gunnison county recorded 11/15/1999 under reception no. 497774](#)

[Gunnison county recorded 09/14/1990 at book 682 page 340](#)

Plat Map(s):

[Gunnison county recorded 04/26/1990 under reception no. 419857](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GUR88001784-4

Property Address:

123 MEADOW DRIVE, CRESTED BUTTE, CO 81224

1. Effective Date:

11/08/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$1,730,000.00
Proposed Insured:
THOMAS M. TURNBULL AND PAMELA L. TURNBULL

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

5. The Land referred to in this Commitment is described as follows:

LOT 8, TRAPPERS CROSSING AT CRESTED BUTTE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. 419857 AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. 663687.

COUNTY OF GUNNISON,
STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT**Old Republic National Title Insurance Company****Schedule B, Part I****(Requirements)****Order Number:** GUR88001784-4**All of the following Requirements must be met:**

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 RECORDED DECEMBER 11, 2018 AT RECEPTION NO. [657735](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOYA DEPASQUALE AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. WARRANTY DEED FROM THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 TO THOMAS M. TURNBULL AND PAMELA L. TURNBULL CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GUR88001784-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 31, 1891 IN BOOK 45 AT PAGE [574](#); RECORDED DECEMBER 23, 1897 IN BOOK 101 AT PAGE [177](#); PATENT RECORDED JULY 7, 1965 IN BOOK 381 AT PAGE [212](#); PATENT RECORDED MARCH 7, 1986 IN BOOK 627 AT PAGE [503](#); AND RECORDED MARCH 21, 1895 IN BOOK 115 AT PAGE [146](#).
9. ANY RIGHT, TITLE OR INTEREST TO THE STRIP OF LAND TEN FEET WIDE ON EACH SIDE OF THE CENTERLINE OF THE CRESTED BUTTE LIGHT AND WATER COMPANY'S DITCH AS SET FORTH IN QUIT CLAIM DEED RECORDED AUGUST 11, 1890 IN BOOK 81 AT PAGE [63](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 01, 1908 IN BOOK 190 AT PAGE [157](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GUR88001784-4

11. TERMS, CONDITIONS AND PROVISIONS OF LICENSE RECORDED NOVEMBER 15, 1966 IN BOOK 393 AT PAGE [134](#) AND PERPETUAL EASEMENT AS CONVEYED TO THE TOWN OF CRESTED BUTTE IN INSTRUMENT RECORDED SEPTEMBER 21, 1977 IN BOOK 506 AT PAGE [524](#) AND IN QUIT CLAIM DEED RECORDED FEBRUARY 8, 1978 IN BOOK 512 AT PAGE [278](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND LICENSES AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 21, 1989 IN BOOK 672 AT PAGE [417](#).
13. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS OF TRAPPERS CROSSING RECORDED APRIL 26, 1990, IN BOOK 677 AT PAGE [509](#); AS AMENDED BY INSTRUMENTS RECORDED FEBRUARY 14, 1991 IN BOOK 687 AT PAGE [946](#); AND RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511091](#); AND THE APPROVAL OF TOWN OF CRESTED BUTTE TO AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511092](#); AND THE AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511099](#); AND THE AMENDMENT THERETO RECORDED APRIL 13, 2011 UNDER RECEPTION NOS. [604676](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#); AS MODIFIED BY BOUNDARY LINE AGREEMENT RECORDED JULY 8, 1991 IN BOOK 692 AT PAGE [207](#) AND AS SET FORTH ON THE BUILDING SITE RECONFIGURATION PLAT RECORDED SEPTEMBER 4, 2003 UNDER RECEPTION NO. [534486](#) AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. [663687](#).
15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED APRIL 26, 1990 IN BOOK 677 AT PAGE [532](#) AND AS SET FORTH IN AGREEMENT VACATING EASEMENTS RECORDED FEBRUARY 20, 1998 UNDER RECEPTION NO. [481790](#).
16. NOTICE OF WATERSHED ORDINANCES AFFECTING REAL PROPERTY RECORDED FEBRUARY 12, 1993 IN BOOK 720 AT PAGE [163](#).
17. A 5% NONPARTICIPATING ROYALTY INTEREST IN AND TO ALL COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM TRAPPERS CROSSING AT CRESTED BUTTE ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 16, 1992 IN BOOK 715 AT PAGE [398](#) AND ANY AND ALL ASSIGNMENTS AND INTERESTS THEREOF.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GUR88001784-4

18. ALL MINERALS OF EVERY KIND AND NATURE AND DESCRIPTION, INCLUDING BUT NOT LIMITED TO, ALL OIL, GAS, COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM THE SUBJECT PROPERTY; PROVIDED, HOWEVER, THAT THE REMOVAL OF THE ABOVE DESCRIBED MINERALS AND MINERAL RIGHTS SHALL BE DONE IN A MANNER THAT WILL NOT INTERFERE WITH THE FULL AND ABSOLUTE USE AND ENJOYMENT OF THE SURFACE OF THE SUBJECT PROPERTY, AS RESERVED IN GENERAL WARRANTY DEED RECORDED SEPTEMBER 14, 1990 IN BOOK 682 AT PAGE [340](#) AND CONVEYED IN QUIT CLAIM DEED RECORDED JUNE 30, 2014 UNDER RECEPTION NO [627498](#).
19. ACCESS TO THE SUBJECT PROPERTY IS OVER THOSE ROADS AS SHOWN ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) DEDICATED TO TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION, FOR THE NON-EXCLUSIVE USE AND BENEFIT OF THE OWNERS OF ALL LOTS WITHIN TRAPPER'S CROSSING AT CRESTED BUTTE, THEIR GUESTS, SUCCESSORS AND ASSIGNS, AND IS SUBJECT TO THE CONTROL OF THE TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION.
20. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN JOINT ACCESS AGREEMENT RECORDED AUGUST 01, 1990, IN BOOK 680 AT PAGE [727](#).
21. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF UTILITIES EASEMENT RECORDED AUGUST 17, 1990 IN BOOK 681 AT PAGE [397](#).
22. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED AUGUST 10, 1993, IN BOOK 728 AT PAGE [591](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED OF CONSERVATION EASEMENT RECORDED DECEMBER 29, 2005 UNDER RECEPTION NO. [561839](#); ASSUMPTION RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563652](#) AND ASSIGNMENT RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563653](#).
24. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED DECEMBER 02, 2016 AT RECEPTION NO. [643608](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CB Rantz

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President

Attest *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Staff Report

January 6, 2020

To: Mayor and Town Council

Prepared By: Rob Zillioux, Finance and HR Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance No. 1, Series 2020 – An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.

Summary:

815 Gothic is a new rental duplex that was offered to Town Staff as part of a lottery, for which Mel Yemma was selected. Staff recommends proceeding with a lease for Mel. 815 Gothic is a two bedroom, 1.5 bath unit.

Previous Council Action:

Council appropriated Town funds to construct a duplex located at 815 / 817 Gothic as employee rentals. Council also approved the applicable Town property rental policy and rate structure.

Discussion: The 815 Gothic unit has two bedrooms and one and a half bathrooms. The initial monthly rent is \$780, with a \$250 deposit. Lessee pays for internet, television, phone and other such services. Town pays for gas, electric, water, sewer, and weekly refuse collection. The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$15 per month.

Climate Impact:

These units were built to be energy efficient. Moreover, it is better to have Staff living within walking / biking distance to work versus having to commute long distances by car or bus.

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

Recommendation: Staff recommends the Town enter into a lease with Mel Yemma.

Proposed Motion: Motion and a second to set Ordinance No. 1, Series 2020 to public hearing at the January 21th Council meeting.

ORDINANCE NO. 1**SERIES NO. 2020****An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.**

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

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

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

WHEREAS, the Town Council and Mel Yemma wish to enter into Lease attached hereto as Exhibit A; and

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Mel Yemma, 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, 2020, for a period of one year, ending on the 31st day of January, 2021 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:

815 Gothic Ave, Crested Butte, Colorado (a two bedroom residential dwelling that is a Town owned property)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$780.00 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 telephone, internet, television and other such services. The Town will pay for gas, water, sewer, and weekly refuse collection.

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 duplex 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: Mel Yemma
 P.O. Box 2547
 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: _____
Mel Yemma



Staff Report

January 6, 2020

To: Mayor and Town Council

Prepared By: Rob Zillioux, Finance and HR Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance No. 2, Series 2020 – An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan

Summary:

817 Gothic is a new rental duplex that was offered to Town Staff as part of a lottery, for which Jackson Morgan was selected. Staff recommends proceeding with a lease for Jackson. 817 Gothic is a two bedroom, one bathroom unit that also has a one car garage.

Previous Council Action:

Council appropriated Town funds to construct a duplex located at 815 / 817 Gothic as employee rentals. Council also approved the applicable Town property rental policy and rate structure.

Discussion: The 817 Gothic unit has two bedrooms, one bathroom and a one car garage. The initial monthly rent is \$1,015 with a \$400 deposit. Lessee pays for internet, television, phone and other such services. Town pays for gas, electric, water, sewer, and weekly refuse collection. The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$20 per month.

Climate Impact:

These units were built to be energy efficient. Moreover, it is better to have Staff living within walking / biking distance to work versus having to commute long distances by car or bus.

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

Recommendation: Staff recommends the Town enter into a lease with Jackson Morgan.

Proposed Motion: Motion and a second to set Ordinance No. 2, Series 2020 to public hearing at the January 21st Council meeting.

ORDINANCE NO. 2**SERIES NO. 2020****An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan.**

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

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

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

WHEREAS, the Town Council and Jackson Morgan wish to enter into Lease attached hereto as Exhibit A; and

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Jackson Morgan, 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, 2020, for a period of one year, ending on the 31st day of January, 2021 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:

817 Gothic Ave, Crested Butte, Colorado (a two bedroom residential dwelling that is a Town owned property)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$1,015 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 \$20 per month.

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

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 duplex 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 \$400.00 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 \$400.00 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: Jackson Morgan
 P.O. Box 4315
 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: _____
Jackson Morgan

From: [Kent Cowherd](#)
To: [Lynelle Stanford](#)
Cc: kcowherd@frontier.net
Subject: Fwd: town planning ideas for affordable housing
Date: Thursday, January 02, 2020 10:35:14 AM
Attachments: [\(C\)LocationLegend.123119.pdf](#)
[\(A\)TownSatellite.green.123119.pdf](#)
[\(B\)ZoningMap.color.123119.pdf](#)

Town Council,

Enclosed please find three attachments describing a few Town planning ideas and possible locations for affordable housing. I have included a Town zoning map, a satellite photo of the Town and a legend of locations.

These locations are listed in order from what I perceive as least difficult to achieve to more difficult to achieve. All of these locations are currently owned by the Town, except one which is owned by the Board of County Commissioners. Most of these areas are located in the "Public" zones and already near public amenities like the ball fields and the nordic center area and a majority of these proposed locations are also close in proximity to existing utilities including water, sewer, gas and electricity. Each location has its own individual potential to contribute to increasing the amount of affordable units within the Town boundary. Some of these areas have been discussed previously, like the "gravel pit" area behind the school, which has the most potential for number of units.

The legend includes my optimistic anticipation of how many units could fit on each location based on individual 400ft² one bedroom units which is the minimum allowed square feet for a single unit based on the current 2015 International building code and the Town code requiring a minimum of two(2) parking spaces per unit. These numbers are a liberal estimate and would likely adjust towards the low end of my estimates after a more careful analysis. The biggest constraint is the current minimum parking requirements of 2 per unit. I currently have a range of 41-57 units as the potential total amount of units that all of these areas together could support.

If the parking minimum requirements and the minimum size requirements could be adjusted down then the number of units could increase. As an example, if the parking requirements were adjusted to 1.5 parking spaces per unit and the minimum size requirement could adjust to 350ft² per unit then the the total amount of units could increase to 66+ units.

I respectfully offer these ideas to the Town as a starting point to discover the "in between" areas where potential housing has been previously overlooked or dismissed. These areas are all difficult and will require a lot of public input to gain support and/or the necessary code adjustments to the parking and size requirements. As an Architect, I have said many times to my clients that all of the easy lots have been built on already. With affordable housing opportunities pressing down on all of us, this is an opportunity for the Town to work through the difficulty of these lots to maximize any and all opportunities that may exist within the boundaries of our Town.

We all understand that one way to create more affordable housing is through re examining our current government regulations like parking requirements and the minimum size for a unit. What is more important?

Affordable housing for our citizens or parking and size requirements?

I hope that this study will promote discussion and possibly lead to maximizing the affordable housing opportunities within the Town of Crested Butte.

Respectfully,
Kent Cowherd

ZONING AND BUILDING MAP of the TOWN OF CRESTED BUTTE, COLORADO

GUNNISON COUNTY T14S,R86W

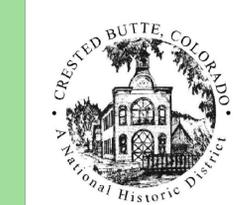
January 8, 2018



- | | | |
|--|--|--|
| R1 Residential | R4 Residential/Planned Unit Development | Planned Unit Development PUD |
| R1A Residential | T Tourist | Town Parcels |
| R1B Residential | B1 Business Core | Excessive Slope |
| R1C Residential/Core | B2 Business/Highway Related | Zoning Boundaries |
| R1D Residential | B3 Business/Historic Residential | Coal Creek |
| R1E Residential | B4 West End Business/Historic Residential | |
| R2 Residential/Multi-Family | M Mobile Home | |
| R2A Residential/Multi-Family | C Commercial | |
| R2C Residential/Multi-Family/Core | A-O Agriculture - Open District | |
| R3C Residential/Historic/Tourist/Core | P Public | |



ZONING AMENDMENTS INCORPORATED	
Ordinance Number	Block(s) & Lot(s)
NO.3 SERIES 1980	26 17 to 32
	55 22,23
NO.8 SERIES 1980	NE1/4 NW1/4 OF SECTION 3 "T"
NO.12 SERIES 1980	21 7,8
NO.6 SERIES 1981	21 6
NO.6 SERIES 1983	36 6,27
NO.13 SERIES 1984	21 14-16
NO.15 SERIES 1984	56 11
NO.17 SERIES 1985	DYER(S/2 SW/4 SEC35)
NO.4 SERIES 1989	57 1-32
NO.8 SERIES 1990	KAPUSHION R1A
NO.9 SERIES 1990	37 6-7
NO.20 SERIES 1990	TRAPPERS CROSSING
NO.24 SERIES 1990	40 17-27, 29-32
	41 17-32
	42 18-32
	43 1-15, 18-32
	44 1-21, 31, 32
	45 1-32
	43 18-32
	44 4-11, 17-32
	45 17-22
NO.30 SERIES 1990	56 1-7, 26-32
NO.8 SERIES 1991	THURMAN ANNEXATION
NO.3 SERIES 1992	41 17-32, alley
	42 18-32
NO.5 SERIES 1992	THURMAN ANNEXATION
NO.11 SERIES 1993	8-9 17-32
	14
	15 17-32
	16 17-32
	18 1-16
	19 1-24
	20 1-16
	21 1-4, 9-16
	22 1-11
	23 1-16
	25 17-26
	26-27 17-32
	28 17-27, 30-32
	29 17-32
NO.11 SERIES 1993 (CONTINUED)	30 9-32
	31-35
	36 7-16
	38-40 1-16
	41 1-16 & N9 17-32
	52 4-7, 24-27
NO.15 SERIES 1992	53 9-18
NO.4 SERIES 1993	22 9-11
NO.16 SERIES 1993	21 1-4
NO.4 SERIES 1994	TRAPPERS CROSSING ANNEXATION (RED LADY ESTATES)
	KAPUSHION ANNEXATION
	NO.27-30 SERIES 1995
	TOWN RANCH ANNEXATION
NO.4 SERIES 1996	TRAPPERS CROSSING ANNEXATION
NO.3 SERIES 1997	TOWN RANCH ANNEXATION
NO.18 SERIES 1998	24 39
NO.3 SERIES 1999	37 8-9
NO.4 SERIES 1999	20 1-3
NO.5 SERIES 1999	SW1/4 SW1/4 SEC35 T14S R86W
NO.4 SERIES 2000	52 23-25
NO.15 SERIES 2000	VERZUH ANNEXATION
NO.16 SERIES 2000	VERZUH ANNEXATION
NO.17 SERIES 2000	72 3-5
	73
	76 TRACTS 1-7
	77 TRACTS 1-14
	78 TRACTS 1-6
	79 TRACTS 1-16
	80 TRACTS 1-5
NO.29 SERIES 2002	25 12
NO.5 SERIES 2003	18 31, 32
	33 E50' 32
	40 N25' 21-23
	22 S62.5' 1-4
	56 8-10
	19 19-24
	19 19-32
	30 9-25
	31 12-16
	40 N25' 17-20
NO.11 SERIES 2011	N2S' 24-27
	49-52 STREETS & ALLEYS
NO.30 SERIES 2013	37 W50' 28-32



February 5, 2018
C:\project\town of cb\Zoning&BuildingMap\Official.mxd

DATE: _____

Est. 1992
Kent Cowherd
Architect
P.O. Box 1882
Phone (970)348-1017
Fax (970)348-8309
Crested Butte, CO 81224
kcowherd@comcast.net

TOWN PLANNING IDEAS
CRESTED BUTTE, COLORADO 81224

DRAWING NAME:
ZONING MAP

DRAWN BY: _____

CHK. BY: **DKC**

FILE NAME: TownCB.dwg

JOB NO. _____

SCALE: 1/225" = 1'-0"

DATE: 12/31/19

SHEET: **B**

LEGEND OF LOCATIONS

SITE NUMBER	POTENTIAL UNITS @ 400 SQ. FT. EACH	LOCATION	CLOSE PROXIMITY TO EXISTING UTILITIES
①	4 - 5	S.E. CORNER OF 5TH ST. & GOTHIC AVE (GOTHIC BALLFIELD BATTING CAGE AREA)	✓
②	3 - 4	N.E. CORNER OF 8TH ST. & BUTTE AVE (ADJACENT TO POVERTY GULCH HOUSING)	✓
③	2 - 3	S.W. OF 9TH ST. & BUTTE AVE (BLOCK 78, LOT 1, ZONED R-2A)	✓
④	3 - 4	S.E. CORNER OF 9TH ST. & TEOCALLI AVE (ON FENCELINE w/ REC PATH)	✓
⑤	3 - 4	S.W. OF 9TH ST. & TEOCALLI AVE (BLOCK 77, LOT 1, OWNED BY COUNTY)	✓
⑥	3 - 4	S.E. CORNER OF 1ST ST. & BECKWITH AVE (ALONG ALLEY WEST OF NORDIC CENTER)	✓
⑦	3 - 4	BLOCK 53, SOUTH SIDE OF MAROON AVE (BACK OF EXISTING PARKING LOT)	✓
⑧	4 - 6	S.E. CORNER OF 9TH ST. & RED LADY AVE (NEAR EXISTING TOWN 3-PLEX & TOMMY V FIELD)	✓
⑨	6 - 12+	GRAVEL PIT AREA BEHIND SCHOOL (ALONG PATHWAY TO DELI TRAIL)	
⑩	4 - 6	N.E. OF TOMMY V FIELD BATHROOMS & NORDIC TRAILHEAD AREA	
⑪	2 - 3	BLOCK 52, WEST END OF ALLEY (BETWEEN PITSKER FIELD & TENNIS COURTS)	
⑫	1 - 2	N.E. CORNER OF 8TH ST. & TEOCALLI AVE (ADJACENT TO ALLEY & WETLANDS)	✓

41 - 57 (49 AVG) TOTAL UNITS @ APPROX. 400 SQ. FT. & 2 PARKING SPACES EACH

47 - 66 (57 AVG) TOTAL UNITS @ APPROX. 350 SQ. FT. & 1.5 PARKING SPACES EACH

DATE:

Est. 1992

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Crested Butte, CO 81224
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TOWN PLANNING IDEAS
CRESTED BUTTE, COLORADO 81224
DRAWING NAME:
LEGEND OF LOCATIONS

DRAWN BY:
CHK. BY: DKC
FILE NAME: TownCB.dwg
JOB NO.
SCALE:
DATE: 12/31/19
SHEET: C



CRESTED BUTTE
ARTS FESTIVAL

December 30, 2019

Greetings Crested Butte Town Council Members,

The Crested Butte Arts Festival's board and staff would like to extend a big thank you for your support of the 2020 Community Entertainment Stage! These grant monies will ensure quality local entertainment to patrons as well as providing an outlet for creative inspiration to our community. We hope to see each of you enjoying the fruits of these labors during the weekend of July 31-August 2, 2020!

Once again, we are grateful for your continued support of our mission!

Best,

Chelsea Dalporto-McDowell

Executive Director

Agenda
BOARD OF ZONING and ARCHITECTURAL REVIEW
Tuesday
December 17, 2019

- 6:00 Work Session: Informal review requested by Michael R. Haney regarding redevelopment plans for the accessory building to be located at 20 Third Street, Block 3, West 100 feet of Lots 20-21, and the West 100 feet of the South half of Lot 19 in the R1 zone. (Barney)
- 6:30 Call to Order.
- 6:32 Review and approve the minutes from the **October 29, 2019** BOZAR meeting.
- 6:34 Continuance of the application of **Plaza at Woodcreek Unit 35, LLC** to relocate the existing outhouse structure and the addition of an unheated storage shed on the northeast corner of the existing building located at 402 Fourth Street, Unit 402, License Plate Plaza Condominiums in the B3 zone. *Continued to the April 28, 2020 BOZAR meeting.* (Cowherd/Mattes-Ritz)
- Architectural approval is required.
- Permission to relocate an existing non-historic accessory building is requested.
- A conditional waiver of a non-conforming aspect with respect to the east side yard setback is required, minimum setback is 7'6" and existing is 2'6".
- 6:36 Consideration of the application of **Crested Butte Nordic in conjunction with the Town of Crested Butte** to construct an addition to the existing cat barn located at 615 Second Street, Block 41 in the P zone.
- Architectural approval is required.
- Relocation of the existing non-historic accessory building on the parcel is requested.
- 7:30 Consideration of the application of **322 Belleview LLC** to demolish the slab and east and west CMU walls, which is a change to the previously approved plan from March 26, 2019 for the building to be located at 322 Belleview Avenue, Block 46, Lots 5-6 in the C zone. (Ryan)
 - Permission to demolish a portion of a non-historic commercial structure is requested.
- 7:40 Consideration of the application of **Peter C. Estep and Shari L. Estep** to demolish the existing non-historic accessory building, less than 200 square feet located at 427 Sopris Avenue, Block 26, Lots 29-31 in the R1C zone. (Estep/Lambert)
- Permission to demolish the existing non-historic accessory building is requested.
- 7:50 Consideration of the application of **Trilby Carriker** to relocate the existing historic shed and construct a new shed to be located at 501 Sopris Avenue, Block 25, Lot 17, Lot 18 excluding the South 28' of the East 3.4', North 28' of the West 3.4' of Lot 19 (AKA Sopris Subdivision) in the R1C zone. *Continued from the October 29, 2019 and November 19, 2019 BOZAR meetings.* (Kennedy)
- Architectural approval is required.
- Relocation of a historic shed < 200 sf is requested.
- 8:10 BREAK**
- 8:20 Consideration of the application of **Pauckyla Ltd.** to construct a one story addition on the rear (West) of the existing commercial building located at 607 Sixth Street associated with the existing PUD in Block 37, Part of Lots 1 and 6 and all of lots 2-5 and 7-9 in the B2 zone. (Patterson/Sweitzer)
- Concept Plan Review to alter an existing Planned Unit Development (PUD) is required
- 9:30 Consideration of the application of **Gregory S. Faust and Susan M. Faust** to demolish the existing building located at 729 Whiterock Avenue, Block 62, Lots 31-32 in the R2 zone. (Faust)
- Permission to demolish an existing non-historic structure is requested per Ordinance #34, Series 2019.
- 10:15 Miscellaneous:
- o DRC for January 13 and 21: _____ and Seekatz. Ellis volunteered, but may have something to attend to. So, an alternate would be beneficial. (BOZAR – January 28th)
 - o DRC for February 10 and 18: Ellis and _____ (BOZAR – February 25th)
 - o DRC for March 16 and 23: Ellis and _____ (BOZAR – March 31st)
 - o Insubstantial:
 - o CFTA (606 Sixth Street) – Lighting review.
- 10:30 Adjourn

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



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, January 7, 2020

Council Chambers

1. WORK SESSION - 4:30 P.M.

Housing in the North End of the Valley

1.1. North Village

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT

Citizens may make comments on items **NOT scheduled on the agenda. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, if necessary. You must sign in with the Town Clerk before speaking. Comments are limited to three minutes.**

5. APPROVAL OF MINUTES

5.1. Approval of the December 17, 2019 Regular Town Council Meeting Minutes

6. REPORTS

6.1. Town Manager's Report

6.2. Town Council Reports

6.3. Other Reports

6.3.1. Excessive Drinking - Kari Commerford

7. CORRESPONDENCE

8. OLD BUSINESS

9. NEW BUSINESS

9.1. Discussion of a Polling Place Election versus a Mail In Ballot Election – Joe Fitzpatrick and Tiffany O’Connell

9.2. Discussion and Possible Consideration of the Professional Services Agreement, Visitor Information Center, between the Town of Mt. Crested Butte and the Crested Butte/Mt. Crested Butte Chamber of Commerce – Ashley UpChurch

9.3. Discussion and Possible Consideration of Resolution 1 No. Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Setting the Fees Charged for the Inspection and Licensing of Short-Term Rental Units.

9.4. Discussion and Possible Consideration of Resolution No. 2 Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Designating the Official Posting Place for Public Notice of Public Meetings of the Town of Mt. Crested Butte for the Year 2020.

10. OTHER BUSINESS**11. EXECUTIVE SESSION**

11.1. Common Area F – C.R.S. 24-6-402(4)(e) - Negotiations

12. ADJOURNMENT

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 970-349-6632 at least 48 hours in advance of the meeting.

GUNNISON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA

154

DATE: Friday, December 13, 2019 **Page 1 of 1**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
200 E. Virginia Avenue
Gunnison, CO 81230

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

- 8:30 am
- Call to Order
 - 2020 Gunnison County Housing Authority Budget Adoption:
 1. Resolution; Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 2. Resolution; Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 - Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

- 8:31 am
- Call to Order
 - 2020 Gunnison River Valley Local Marketing District Budget Adoption:
 1. Resolution; Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 2. Resolution; Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - 2020 Gunnison County Budget Adoption:
 1. Resolution; Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 2. Resolution; Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 3. Resolution; Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 4. Resolution; Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020
 - Adjourn

**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION & SPECIAL MEETING AGENDA**

155

DATE: Tuesday, December 17, 2019

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 8:30 am • Colorado Water Conservation District Update; Bill Trampe
- 8:45 am • HB 1177 Roundtable Report
- 9:00 am • Gunnison Valley Hospital Board of Trustees; Quarterly Update
- 10:30 am • Gunnison Valley Hospital Board of Trustees; Interviews
10:30 am; Bruce Alpern
10:45 am; Monroe Spector
11:00 am; David Gray
- 11:15 am • Discussion; City of Gunnison Comprehensive Plan (Draft)
- 12:00 pm • **BREAK**
- 1:00 pm • Discussion; Airport Terminal Project
- 1:45 pm • Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

- 1:45 pm • Call to Order
- Memorandum of Understanding; Gunnison River Valley Local Marketing District & Tourism and Prosperity Partnership (TAPP); 2020 Funding
- 1:50 pm • Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 1:50 pm • Call to Order; Agenda Review
- Minutes Approval:
 1. 11/19/19 Regular Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Agreement for Partially Self-Funded Program; Colorado Counties Casualty & Property Pool
 2. Corporate Agreement; Colorado Fitness; 1/1/2020 – 12/31/2020
 3. Release of Development Improvements Agreement; Foxtrot Subdivision; Moon Ridge Ranch LLC
 4. BOCC Letter of Support; Gunnison Hinsdale Youth Services dba Gunnison Valley Mentors & Gunnison County Juvenile Services Department
- Vouchers & Transfers
- Sales Tax & Local Marketing District Reports
- September 2019 Purchase Card Report

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION & SPECIAL MEETING AGENDA**

156

DATE: Tuesday, December 17, 2019

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

- Treasurer's Report
- 2:00 pm • Plat Approval; Cornerstone Townhomes LUC-19-00045
- 2:05 pm • Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

GUNNISON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA

157

DATE: Friday, December 20, 2019

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

- 12:00 pm
- Call to Order
 - Resolution; Amending the Gunnison County Housing Authority Budget for Fiscal Year 2019 and Amending the Appropriation Resolution
 - Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

- 12:01 pm
- Call to Order
 - Resolution; Amending the Gunnison River Valley Local Marketing District Budget for the Fiscal Year 2019 and Amending the Appropriation Resolution
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 12:02 pm
- Call to Order
 - Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-54
 - Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-55
 - Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-56
 - Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-57
 - Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-58
 - Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-59
 - Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 18-60
 - Resolution; Amending the Gunnison County Budget for Fiscal Year 2019 and Amending the Appropriation Resolution

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA

158

DATE: Friday, December 20, 2019

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

- Set Gunnison County Mill Levy and Certify All Taxing Entities' Mill Levies to County Assessor
- Adjourn

GUNNISON COUNTY BOARD OF EQUALIZATION SPECIAL MEETING:

- 12:10 pm
- Call to Order
 - Minutes Approval
 1. 10/16/19
 2. 10/17/19
 3. 10/21/19
 4. 10/23/19
 5. 10/28/19
 6. 10/29/19
 - Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 24 hours prior to the meeting.

Tuesday, January 21, 2020**Work Session**

Five Year Affordable Housing Plan

Consent Agenda

MOU with Nordic for SOAR Build

CBMBA Contract

Acceptance of Utility, Storm Water, Electric and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte

Presentation by Torie Jarvis from QQ**Public Hearing**

Final Payment for WTP

New Business

MOU with GCEA for Renewable Energy

Ordinance No. 3, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 504 Maroon Avenue to the Gunnison County Library District.

Ordinance - Employee Lease

Ordinance - Verizon Tower Lease

Funding Agreement for Housing Fund

CBFPD IGA

Ordinance - CBFPD Station 1 Lease

Resolution - Designating CBFPD as the Town's emergency response authority for hazardous incidents

February 3, 2020**Work Session**

Quarterly County Commissioner Update

New Business

GCSAPP Youth Mental Health and Substance Abuse Request

Resolution - Dispatch IGA

Tuesday, February 18, 2020**Consent Agenda**

Year End Financial Summary

New Business

Year-end Report from The Chamber

Mountain Express Annual Report

March 2, 2020

Work Session

Town Facilities Energy Audit Findings and Recommendations for Next Steps

Future Items

- Quarterly Financial Reports
- Ordinance - CO Model Traffic Code 2018
- Briefing of the Legal Implications of Vested Rights
- Appointment of Municipal Judge - July 2020