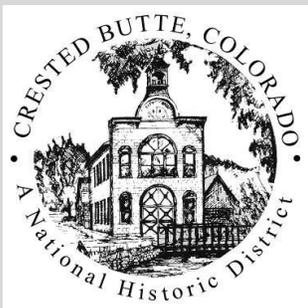


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, October 16, 2017
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) October 2, 2017 Regular Town Council Meeting Minutes.
- 2) Letter to Scott Armentrout, Grand Mesa Uncompahgre and Gunnison (GMUG) National Forest Supervisor, Outlining Town of Crested Butte interests in Forest Plan Revision.

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

7:06 PUBLIC COMMENT

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

7:15 STAFF UPDATES

7:25 PUBLIC HEARING

- 1) Ordinance No. 27, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to the Crested Butte Fire Protection District.

7:30 2) Ordinance No. 28, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to the Crested Butte Land Trust.

7:35 3) Ordinance No. 29, Series 2017- An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to Windsor Refrigeration.

7:40 4) Ordinance No. 30, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to Leslie Locklear.

7:45 5) Resolution No. 61, Series 2017 - A Resolution of the Crested Butte Town Council Approving the Continued Operation of Snow Machines for Rubber-Tracked Snow Cat Machines, the Designated Route and the Restrictions of Operations.

7:50 NEW BUSINESS

- 1) Presentation on Recommendations by the Parking Committee.
- 8:15** 2) Resolution No. 62, Series 2017 - A Resolution of the Crested Butte Town Council Adopting Certain Fees and Charges for the Fiscal Year 2018.
- 8:20** 3) Resolution No. 63, Series 2017 - A Resolution of the Crested Butte Town Council Adopting the Mill Levy for the Town of Crested Butte, Colorado for the Fiscal Year 2018, Beginning the First Day of January 2018 and Ending the Last Day of December 2018.
- 8:25** 4) Resolution No. 64, Series 2017 - A Resolution of the Crested Butte Town Council Adopting the Budget and Appropriating Sums of Money for the Town of

Crested Butte, Colorado for the Fiscal Year Beginning the First Day Of January 2018, and Ending the Last Day of December 2018, Estimating the Amount of Money Necessary to be Derived from Revenue Sources, and Setting Forth the Total Estimated Expenditures for Each Fund.

- 8:30** 5) Ordinance No. 31, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Section 13-1-110 of the Crested Butte Municipal Code to Increase the System Development Fees, Otherwise Known as “Tap-In Fees”, to \$8,100 Per EQR for Water and \$9,900 Per EQR for Sewer; Amending Section 13-1-120 of the Code to Increase the Minimum Monthly Service Charge Per Meter for Water Used at a “Base Rate” to \$28.00 Per Month Per EQR and to Increase the Rates for Water Use Above the “Base Allotment” to \$3.50 Per 1,000 Gallons for the First 5,000 Gallon Block, \$3.75 Per 1,000 Gallons for the Second 5,000 Gallon Block, \$4.00 Per 1,000 Gallons for the Third 5,000 Gallon Block, \$4.25 Per 1,000 Gallons for the Fourth 5,000 Gallon Block, \$4.75 Per 1,000 Gallons for the Fifth 5,000 Gallon Block and \$5.50 Per 1,000 Gallons Thereafter; Amending Section 13-1-150 of the Crested Butte Municipal Code to Increase the Monthly Service Charge for Sewer Service to \$37.50 Per Month Per EQR.
- 8:35** 6) Discussion and Possible Authorization for Increasing Levels of Compensation for Services by the Chairman and Members of the Board of Zoning and Architectural Review.
- 8:45** 7) Appointment of a Member to the Gunnison County Sustainable Tourism and Outdoor Recreation Committee.

8:55 LEGAL MATTERS

9:05 COUNCIL REPORTS AND COMMITTEE UPDATES

9:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, November 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, December 4, 2017 - 6:00PM Work Session - 7:00PM Regular Council

9:45 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) regarding the proposed Brush Creek project.

10:30 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, October 2, 2017
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:02 PM.

Council Members Present: Jim Schmidt, Chris Ladoulis, Roland Mason, Laura Mitchell, Jackson Petito, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Community Development Director Michael Yerman

Deputy Clerk Betty Warren (for part of the meeting)

APPROVAL OF THE AGENDA

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

EXECUTIVE SESSIONS

Michel read the reason for the 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) regarding a pending land use application.

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

The Council went into Executive Session at 7:04 PM. The Council returned to open meeting at 8:00 PM. Mayor Michel made the required announcement before returning to open meeting.

Michel read the reason for the Executive Session:

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

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

The Council went into Executive Session at 8:02 PM. The Council returned to open meeting at 8:27 PM. Mayor Michel made the required announcement before returning to open meeting.

Mayor Michel opened the meeting to Council discussion regarding comments they wanted to make from the Brush Creek Parcel Executive Session.

Sullivan said that Council had asked for his input on the issue before any contract was sent. He said that Council had comments to make.

Ladoulis said he was disappointed that the County was pushing this so quickly, particularly because they had denied the opportunity for the public to speak this Thursday night. He expressed the reservations of the Council to enter into a sales agreement and convey title before the County LUR process had begun. He stated that Council agreed on the desire to renew objections with the County to proceed with a sales agreement that would result in conveyance of title for this parcel before the County LUR process had begun. He was concerned that Council did not have full understanding of costs and benefits of what the proposed project might entail. A sales agreement would bring with it a likely sales price and Council did not have an agreement or understanding of the parties for an appraisal before a sales agreement could be signed.

He was not sure of the value that would be conveyed to the proponent or what the project cost and value would entail. He stated that it would be shortsighted and not fulfill obligations to their constituents to jump into a sales agreement before knowing the costs and benefits.

Affordable housing was supposed to be the end product of the project. All agreed that engaging the public was important and was the reason for the meeting on Thursday. There was a deadline for the County on October 3, 2017 related to comments that might find their way into a contract sales agreement. That, hypothetically, could mean that agreement could be signed and executed by the County before the public had the opportunity to speak prior to the meeting on Thursday night.

When the original MOA was struck, the agreement was to provide affordable housing and parking. This particular project involved a broader use. Due to that issue, it would be advisable for the parties to sit down and discuss what the true intent and purpose were for the parcel. He stated that Council would like to formally direct staff to insist upon a meeting with partners in the MOA (CBMR, Town of Mt. Crested Butte, and Gunnison County) to discuss a possible amendment to the MOA before any sales agreement would be signed.

Schmidt agreed that it was important to slow down and get the appraisal. He said there should not be transfer until the County LUR approval went through. He stated that transparency was a big concern, and he was uncomfortable signing without the opportunity for the public to comment. Council should direct staff to hire Melanie Rees to do the appraisal and establish if it satisfied the needs assessment.

Michel said there were specific recommendations that the author of the Gunnison County housing needs assessment outlined. If the project went forward, it was important for those recommendations and concerns to be addressed.

Petito reiterated that Council was uncomfortable with the transfer of title before the County LUR process had begun. Mitchell agreed with the requirement for the LUR before the contract could be signed and also stated that she had no interest in providing water and sewer considering the density of the project. Mason and Merck were also in agreement.

Michel directed staff to provide comments on impacts of the project to the Town of Crested Butte. He said that time was of the essence to get the comments submitted. If the plans made it to the next phase, Council may need to hire a consultant to analyze the impacts on the Town of Crested Butte and to constituents.

CONSENT AGENDA

- 1) September 18, 2017 Regular Town Council Meeting Minutes.
- 2) Resolution No. 59, Series 2017 - Resolution of the Crested Butte Town Council Approving the Contract for Use of the Big Mine Ice Arena by Gunnison Valley Hockey Association for the 2017/2018 Winter Season.
- 3) Letter of Support for Gunsight Bridge for the Land Trust's Application for a State Trails Grant.

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

PUBLIC COMMENT

Robert McCarter - 1251 Skyland Drive

- Said he was a board member for the Center for the Arts.
- Thanked the Council for their discussion on this issue.
- Stated that he was not a voter in Crested Butte but loved the town. He reminded the Council of the meeting at Mt. Crested Butte tomorrow night related to the Brush Creek issue. He asked the Council to do whatever they could to share their sentiments and see if Mt. Crested Butte could hit the pause button and not convey this property.
- He hoped the Town of Crested Butte would work with Mt. Crested Butte to hit pause button.

Zach Vaughter - Director of Coal Creek Watershed Coalition

- Reported that the Gunsight Processing Area Reclamation Project was 2 weeks into construction, going well, and ahead of schedule.

- They had been doing grading work and built the French drain for waste consolidation.
- The subcontractor, Symbeck, would be in Crested Butte in the next couple of days to go to the site and help install liners.
- It was originally set as an 8 week project; however, it should only take between 5 and 6 weeks to complete. Weather could be a deciding factor on the timeline.
- He would come back and give an update when the project was done.

STAFF UPDATES

Michael Yerman:

- There would be a meeting open to the public on Thursday for a presentation by Interstate Parking.
- Meeting for Brush Creek on Thursday, October 5, 2017, at 6:00 PM, at the Center for the Arts.

Dara MacDonald:

- She would be out of town Wednesday – Friday for the American Planning Association conference in Telluride. She said she would be back on Thursday for the meeting.
- Her meeting in Glenwood was very good, and she had notes for other's review.
- Met with new regional manager for DOLA who was just coming on board. They met with Janna Hansen and Rodney Due to discuss several upcoming projects and fundraising possibilities.
- Spoke with Jenny Birnie about the Center for the Arts phase 2.
- Update on paving: The alley would not be paved but there was some concrete work being done. Fire house lot had not been paved; however, it would be paved next week.
- Reported that Bill Oliver, Board member and President of Silent Tracks, would like to present to Council at a future meeting. Brian Lieberman from Western State Colorado University would also like to present on data collection for the Slate River drainage. Discussion was continued under Other Business.
- The Chamber would like to do a recap on summer projects. Discussion was continued under Other Business.
- Schmidt inquired about how Vinotok went. MacDonald said that from the Marshals' perspective, it went smoothly. There would be a debrief meeting scheduled soon. She said that little things came up each year, but that both the Marshals and staff were satisfied with the event and aftermath.

PUBLIC HEARING

1) Ordinance No. 24, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 6-2 of the Crested Butte Municipal Code Providing for a Temporary Reduction to Certain Portions of the Business and Occupation Licensing Tax for Fiscal and Calendar Year of 2018; and Providing the Automatic Repeal Thereof Effective on the First Day of January, 2019.

MacDonald referred to key points in her staff report.

Mayor Michel confirmed proper public notice had been given. He opened the meeting to public comment, and there was no one present to comment. The public hearing was closed, and it was opened to Council discussion. There was no further discussion.

Merck moved and Schmidt seconded a motion to approve Ordinance No. 24, Series 2017. A roll call vote was taken with all voting, “Yes”. **Motion passed unanimously.**

2) Ordinance No. 25, Series 2017 - An Ordinance of the Crested Butte Town Council Amending the Design Guidelines of the Town of Crested Butte for Front Yard Accessory Dwellings in Certain Circumstances in Residential Zones.

Mayor Michel confirmed proper public notice had been given. He opened the meeting to public comment, and there was no one present to comment. The public hearing was closed, and it was opened to Council discussion.

Ordinance No. 25, Series 2017 was amended to include (1) Striking the word “new” on the third Whereas section to read, “the Board of Zoning and Architectural Review reviewed guidelines...” and, (2) Section 1, Subsection 2.29.5, item d, add the word, “be” after “and” to read, “The proposed building must contain a dwelling unit and be classified as an accessory dwelling”.

Petito moved and Merck seconded a motion to approve Ordinance No. 25, Series 2017 as amended. A roll call vote was taken with all voting, “Yes”. **Motion passed unanimously.**

3) Ordinance No. 26, Series 2017 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Units 2 and 3, Town Ranch Apartments, 808 9th Street, Crested Butte Colorado) to Various Town Employees.

Mayor Michel confirmed proper public notice had been given. He opened the meeting to public comment, and there was no one present to comment. The public hearing was closed, and it was opened to Council discussion. There was no further discussion.

Schmidt moved and Mitchell seconded a motion to approve Ordinance No. 26, Series 2017. A roll call vote was taken with all voting, “Yes”. **Motion passed unanimously.**

NEW BUSINESS

1) Resolution No. 60, Series 2017 - Resolution of the Crested Butte Town Council Relating to Indigenous Peoples’ Day; Declaring the Second Monday in October as Indigenous Peoples’ Day in the Town of Crested Butte; Encouraging Other Institutions to Recognize the Day; and Reaffirming the Town’s Commitment to

Promote the Well-Being and Recognition of Colorado’s American Indian and Indigenous Community.

Petito thanked Jeremy Rubingh for bringing up the issue regarding recognition of Indigenous Peoples’ Day. He said the level of public engagement was important and needed recognition. Michel stated that it was long past due to recognize the contribution of Indigenous people.

Rubingh thanked the Council and community for addressing the issue of Indigenous Peoples’ Day. He said that Columbus Day would still be supported, but that among numerous communities already in support of Indigenous Peoples’ day, to include Denver, Boulder, Gunnison and Durango, he asked Council to consider support of Resolution No. 60, Series 2017. He spoke about its value to the community.

Kirsten Atkins asked about the educational aspect, and said it was important not just as an historical piece but also an educational piece. Ladoulis said that the spirit of Sections 3 and 4 was to encourage education in lieu of instructing another body what to incorporate in their curriculum. Michel added that the school was funded by the state, and it would be inappropriate to recommend to the school what should be on their curriculum. There was a difference between encouraging people to become educated and telling teachers and school officials how to teach their classes.

Ladoulis suggested changing the verbiage to “The Town of Crested Butte encourages its citizens, businesses, organizations and other institutions to recognize and become educated about Indigenous Peoples’ Day”.

The Council suggested edits to the resolution as follows:

1. The resolution title stated the Town was “reaffirming” its commitment to promote the well-being and recognition of Colorado’s American Indian and Indigenous community. Staff was unaware of previous assertions of this commitment and suggested that this word be removed and replaced with “affirming”.
2. The fourth Whereas clause stated that it was the responsibility of the municipality to oppose the systematic racism towards Indigenous people in the United States. Staff suggested changing this to state that the Town “opposes” the systematic racism towards Indigenous people in the United States.
3. Council agreed to strike Section 2, as there was not a policy to participate in Indigenous Peoples’ Day celebrations and activities.
4. Section 3 was reworded following the discussion above to state, “The Town of Crested Butte encourages its citizens, businesses, organizations and other institutions to recognize and become educated about Indigenous Peoples’ Day”.
5. Section 5 stated the Town “firmly commits to continue its efforts to promote the well-being and recognition of Colorado’s American Indian and Indigenous community.” Staff was unaware of these efforts and suggested rewording this to “supporting” efforts to promote the well-being and recognition of Colorado’s American Indian and Indigenous community.

Petito moved and Merck seconded a motion to approve Resolution No.60, Series 2017 as amended. A roll call vote was taken with all voting, “Yes”. **Motion passed unanimously.**

2) Update and Presentation by Delany Keating on the ICELab at Western.

Delany Keating was not in attendance and did not present on the ICELab at Western State Colorado University.

3) Ordinance No. 27, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to the Crested Butte Fire Protection District.

Schmidt moved and Merck seconded a motion to set Ordinance No. 27, Series 2017 to public hearing at the October 16th Council meeting. **Motion passed.**

4) Ordinance No. 28, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to the Crested Butte Land Trust.

Petito moved and Ladoulis seconded a motion to set Ordinance No. 28, Series 2017 to public hearing at the October 16th Council meeting. **Motion passed.**

5) Ordinance No. 29, Series 2017- An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to Windsor Refrigeration.

Schmidt moved and Petito seconded a motion to set Ordinance No. 29, Series 2017 to public hearing at the October 16th Council meeting. **Motion passed.**

6) Ordinance No. 30, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Portion of the Property at 308 Third Street to Leslie Locklear.

Schmidt moved and Petito seconded a motion to set Ordinance No. 30, Series 2017 to public hearing at the October 16th Council meeting. **Motion passed.**

LEGAL MATTERS

None.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Paul Merck:

- Reported that the Emma Coburn Elk Avenue 5K race was well attended with 500 participants. Organizers raised a lot of money for Living Journeys. He worked with security for the event and hoped that it would happen again next year.
- Reported on the Standard Mine tour.
- He attended the Jokerville Mine Rededication Ceremony that Schmidt officiated.

Laura Mitchell:

- Reported that she had missed the Chamber meeting but had information on the minutes. She said the Beer and Chili event went well and that they were doing fine financially. She also stated that the Chamber would be getting ready for the Light up Night event. They would update the Council in February.
- Updated the Council on the Visitor's Center, and reported that there were 3 new cameras, 2 of which would be connected to wifi in the foyer.

Roland Mason:

- Reported that the Film Festival was also well attended.
- He attended Lee Ervin's funeral on September 30, 2017. He spoke about Mr. Ervin and that he had owned the Chronicle Pilot. He was well known to many in the community. His memorial brought a large group of approximately 100 people.
- Reported that the next RTA meeting would be in 3 weeks.

Jackson Petito:

- Said he had attended the Jokerville Mine Rededication Ceremony. He stated that the speech by Kay Flint was very impactful and brought him to tears. He thanked Schmidt and Warren for their work on the project. He said it made him proud of us as a Town and municipal organization and said the Ceremony was beautiful.

Chris Ladoulis:

- Shared that he had also attended the Rededication Ceremony and was choked up by the stories and speeches. He said that it was educational, respectful and a very nice send off to the miners.

Jim Schmidt:

- Thanked everyone on Council who came to the Jokerville Rededication Ceremony. He spoke about Kay Flint and members of the Gibson family (Gibson Ridge) and their connection to the Jokerville Mine. Thanked Warren and staff members who worked on the project.
- Attended Lee Ervin's service and spoke about Mr. Ervin's contributions to the Town.
- Updated Council and said they were all copied on the alternative plan for the Brush Creek proposal. Jennifer at the Housing Authority would amend plan and get it before the Council.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

MacDonald continued the discussion regarding parking. She opened the discussion to Yerman who reported that the Parking Committee would meet this Thursday, October 5, 2017 at 8:00 AM. He said the Committee was looking for Council reactions and thoughts related to the work session last week. The Committee would give a presentation to Council, and they were moving in the direction of a comprehensive parking plan.

Michel said that community members heard the meeting was about parking meters. He said this meeting was about managing the visitor base coming into the community. It encompassed parking, traffic, and back country management. They were looking for solutions to alter people's behavior. One solution could be parking meters in the downtown core area with permit parking in residential areas. There was a need to get ahead of the impacts.

Ladoulis asked if Council wanted to put meters on Elk Avenue or if would they enforce two hour parking. He said no one parking solution works in isolation. Addressing the main commercial corridor, how to mitigate impacts, and how traffic would move and park on adjacent streets would all be included in the discussion. This would include permit parking, residential zones, time-based cost to park on Elk, design of mass transit and getting people to park in adjacent lots. Petito clarified that this was about kiosks vs parking meters.

Mason reminded Council to be aware that Elk Avenue was closed 45 days per year. Schmidt stated that he was more ambivalent about the plan, but he could see the positives. He stressed getting people on busses and use of the school lot.

Michel thanked the Parking Committee.

2. MacDonald asked if the Council wanted to weigh in on how the meeting on Thursday would be organized. She said there would be a live broadcast on KBUT. The format for the meeting currently was to welcome people, staff would provide an overview of the project, open the discussion to the public for comment, describe discussion on flip charts, and transcribe for review.

Ladoulis asked if the County and CBMR had been included. MacDonald said they were aware of the meeting. Michel said this was not a formal Town Council meeting. He stated that it should be educational, civil, and that they were looking for reasoned arguments from the community.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Thursday, October 5, 2017 - 6:00PM Work Session on Brush Creek Parcel at the Center for the Arts

- Monday, October 16, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council

There was a brief discussion on upcoming presentations to Council.

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:49 PM.

Roland Mason, Mayor Pro Tem

Betty Warren, Deputy Town Clerk (SEAL)



Staff Report

October 16, 2017

To: Mayor Pro Tem and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: Letter to the GMUG Forest Planning Team, Re: Forest Planning Assessment

Background:

The Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forest kicked off its Forest Plan revision earlier this summer. The Forest Plan is similar to a city or county comprehensive plan, zoning areas for specific uses without providing any site-specific approvals.

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

As part of the assessment phase, the GMUG is accepting public comment. Town staff has drafted a letter to the Forest Service

1. Outlining our direct interests in the National Forest surrounding Crested Butte
2. Encouraging the Forest Service address four major threats to our forest in the upcoming revision: Recreation infrastructure and management, protection of the Coal Creek and Slate River Watersheds, protection of historic resources, and climate change
3. Requesting to be designated a cooperating agency during the revision process

Cooperating agency status may be extended to state, tribal, or local governments. It officially recognizes an entity as a collaborator in the Forest Revision process. While our comments will be read and considered by the Forest Service, whether or not we are a cooperating agency, the designation could provide us the opportunity to work more closely on the plan.

Staff Recommendation:

Town Staff recommends that the Council make a motion to authorize the Mayor Pro Tem to sign the letter to the GMUG Forest Planning Team.

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

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

October 16, 2017

Dear Scott Armentrout and the GMUG Forest Planning Staff,

Thank you for initiating the Forest Plan Revision. With our current Forest Plan over thirty years old, we are excited to see this important guiding document updated to better reflect the current conditions of our forest and the best available science. We appreciate your dedication to outreach to GMUG stakeholders and thank you for the opportunity to comment so early in the process.

The Town of Crested Butte is surrounded by National Forest Service lands. We understand that the health and wellbeing of our Town is dependent on the context of the greater landscape, with the wellbeing of the forest inextricably linked with our social and economic wellbeing as a town.

The Town has several direct interests in the surrounding National Forest lands. Our drinking water is exclusively supplied by Coal Creek. This is unique, given the small size of the watershed (15,600 acres), and its nearly complete location on Forest Service lands. The actions of the Forest Service in this area have a more direct and undiluted effect on our water than seen in many municipal water sources. This sensitive area is protected under Section 14 of the Town's municipal code and we have partnered for many years with the Forest Service on its protection.

We are also adjacent landowners and managers to the Forest Service, with many of the open space lands that we own or hold conservation easements on abutting public lands managed by the Forest Service. Many of the most difficult problems we are encountering on our open space lands, including the control of noxious weeds, the protection of sensitive species, and the management of increasing recreational use require cross-boundary management and coordination between agencies and open space managers.

Finally, the Town of Crested Butte's economy is highly tourism dependent. In 2017, sales tax is projected to account for 74% of our general fund revenues, with revenues peaking in the high-tourism months¹. Many visitors choose to come to Crested Butte for our historic, small-town feel, and the amenities provided by our proximity to Forest Service lands, including scenic views, access to outdoor recreation, and healthy wildlife and waters. The economy of Crested Butte depends on these natural resources for its future vitality, making the protection of our surrounding landscape a top priority for the Town.

¹ Town of Crested Butte Finance Department.

With our water, open space, and economy reliant on our surrounding landscape, the Town of Crested Butte asks that the GMUG Forest address several prominent issues on our surrounding forest in the upcoming revision.

1. Recreation infrastructure and management

Over the past several years, a major concern of the Town of Crested Butte has been the impacts of increased recreation in the northern end of the Gunnison Valley on our public lands. A recent study estimated that 40,000 people visit the Slate River Valley each summer². With economic conditions continuing to improve around the country and a national trend towards increased interest in backcountry recreation, the Town expects that we will continue to see growing visitation numbers in coming years.

While outdoor recreation is a primary economic driver for our community, the Town is also concerned with overuse of some of our most iconic places and the long-term protection of our backcountry resources. Two community groups, the Crested Butte Conservation Corps and Mountain Manners, have formed in the past year to help address some of the growing stewardship needs on public lands in the Upper Gunnison Valley. The Town provided \$25,500 in 2017 in funding to public lands stewardship needs, including funding for port-o-potties, Mountain Manners and the Crested Butte Conservation Corps.

The Town encourages the Forest Service to consider the increase in recreation and pursue strategies to help mitigate issues stemming from this growing pressure in the upcoming revision. In particular, the Town sees a need for increased enforcement and visitor engagement, as well as new infrastructure in highly used places, including bathroom facilities and trailheads. The Town would also be interested in helping the Forest Service investigate the possibility of additional campground facilities, with the goal of alleviating some of the impacts from dispersed and long-term camping on Forest Service lands.

Impacts from increased recreational pressures occur along trail corridors, many of which traverse a patchwork of Forest Service, BLM, and private open space lands. We would encourage the Forest Service to continue to work in partnership with other agencies and land managers on recreation issues and to search for ways to enhance collaboration among partners. The Town of Crested Butte would support greater regional collaboration on recreation management issues, recognizing that we benefit through sales tax dollars from this increased recreation.

2. Continued protection of the Coal Creek and Slate River Watersheds

As the two nearest watersheds to the Town of Crested Butte, the ongoing protection of Coal Creek and the Slate River are a high priority for the Town. The Town encourages the Forest Service to limit any

² Lieberman, Brian. (2016) Monitoring for Baseline Visitation Figures and Patterns in the Slate River Valley: A Study Supported by Infrared Counters, Onsite Surveys and Observational Data. Western State Colorado University Master in Environmental Management Dissertation.

development in these sensitive watersheds, which together, provide our drinking water and greatest riparian habitat. These two watersheds are essential community resources for our Town.

In the upcoming revision, the Town encourages the Forest Service to continue to support necessary mine clean up in these watersheds and to recognize that mining on Mt. Emmons is not compatible with the long-term health and viability of the Town of Crested Butte.

3. Protection of Historic Resources

The Town of Crested Butte is a National Historic District, with our historic character central to our identity as a Town. Historic resources on nearby Forest Service lands help contextualize our historic downtown and reinforce our sense of place as a historic area. The Town would encourage the Forest Service to continue to protect any remaining historic resources on the Forest in the upcoming revision.

4. Climate change

According to the 2011 Gunnison Basin Climate Vulnerability report, the Gunnison Basin is predicted to have an average increase in annual temperature of approximately 3°C (5.4°F) from the late 20th century to the middle 21st century, leading to a 10-25% decrease in average annual runoff, more precipitation falling as rain rather than snow, and greater variability in annual precipitation³. The report also states that these climatic changes threaten the ecosystems surrounding the Town of Crested Butte, ranking the ecosystems in our near proximity as *moderately to highly* vulnerable to climate change.

As a tourism-based economy, with visitation highly dependent on our scenic beauty and recreational amenities, climate change threatens the economic livelihood of Crested Butte. Lower snowpack means a shorter ski season and less visitors for our town⁴. Less water means that our subalpine and alpine ecosystems will migrate upward in elevation, leaving visitors with less low-elevation, easy access to high alpine meadows that characterize Crested Butte⁵. As the Wildflower Capital of Colorado, we are concerned that the range shift or complete loss of these native species could reduce the number of visitors drawn to our Town during the summer months. Wildflowers and snow are just two examples, but the Town is concerned about the myriad impacts across species, ecosystems, and economic drivers that climate change could cause.

³ Southwest Climate Change Initiative. 2011. Gunnison Basin Climate Change Vulnerability Assessment. Available online: http://wwa.colorado.edu/publications/reports/TNC-CNHP-WWA-UAF_GunnisonClimChangeVulnAssess_Report_2012.pdf

⁴ Wobus, Cameron, et al. 2017. Projected Climate Change Impacts on Skiing and Snowmobiling: A case study of the United States. Global Environmental Change. Available online: https://ac.els-cdn.com/S0959378016305556/1-s2.0-S0959378016305556-main.pdf?_tid=88a21b34-afab-11e7-913f-00000aab0f01&acdnat=1507853872_852315947af834fee9fd62a13a2b9522

⁵ Gilman, Sarah. 2007. Climate change may spur loss of alpine meadows, forest shifts. Aspen Daily News. Available online: http://www.digitalrmbll.org/wp-content/uploads/2015/04/warming_meadow_Harte_AspenDaily2007.pdf

In addition to threatening our economy, climate change also could jeopardize our sense of place and community character. Many of our residents choose to make Crested Butte their home because of incredible natural landscape and recreational amenities.

In the upcoming Forest Plan revision, the Town of Crested Butte encourages the GMUG Forest Planning team to consider how climate change could affect local economies and social wellbeing. We hope that the GMUG will pursue strategies to both protect sensitive species and ecosystems that could be affected by climate change and look to reduce greenhouse gas emissions from forest lands.

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Because the surrounding forest is critical to our own social and economic wellbeing as a town, the Town of Crested Butte would request to be a cooperating agency during the Forest Plan Revision process. We are committed to help developing the best plan possible and would appreciate being included in the larger conversation about the future of the GMUG forest.

The Town of Crested Butte recognizes that many of the issues facing the Forest Service require regional collaboration. The Town hopes to partner with the Forest Service in addressing these issues. Whether you are working on noxious weeds, mining, or recreation issues, we would like to support you in your work to best manage a healthy, viable forest.

The Town of Crested Butte appreciates your efforts on behalf of our landscape and thanks you for beginning the revision process.

Sincerely,

Roland Mason
Mayor Pro-Tem, Town of Crested Butte



Staff Report

October 16, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-27, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third Street to the Crested Butte Fire Protection District

Summary: The Crested Butte Fire Protection District (“CBFPD”) has been a long-term tenant of the Town. Their most recent lease expired in 2002. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with CBFPD.

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

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

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town’s tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in 2017.

Discussion: The space that CBFPD leases is approximately 515 sq. ft. They have been paying \$7,200 per year. The lease rate proposed would remain the same for three years. Beginning in 2020 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 27, Series 2017.

ORDINANCE NO. 27**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 THIRD STREET TO THE CRESTED BUTTE FIRE PROTECTION DISTRICT**

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 31-15-713 (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 last entered into a lease with the Crested Butte Fire Protection District (“CBFPD”) on December 1, 2001 for units within property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the term of that lease expired on June 30, 2002; and

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ____ DAY
OF _____, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS ____ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Roland Mason, Mayor Pro Tem

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Lease Agreement

[attach form lease agreement here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "Lease") is entered into this ___ day of _____, 20___, with an effective date of November 1, 2017 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO ("Landlord"), a Colorado home rule municipality and the CRESTED BUTTE FIRE PROTECTION DISTRICT, a Colorado special district ("Tenant").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

308 3rd Street
Units A, B & C
Town of Crested Butte,
County of Gunnison,
State of Colorado

and commonly known as 308 3rd Street, Units A, B & C (the "Premises").

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

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

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

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

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "Projects"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow. Tenant is responsible for snow removal on the small walkway and steps.

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

(f) Tenant shall pay for communications services used by Tenant on the Premises during the Term.

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

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

3. **Term.**

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

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

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$600.00 on the Effective Date of this Lease and each month thereafter during the first three years of the Term (the "**Rent**"). Rent shall increase annually as follows:

Rent shall thenceforth increase 1% each year as follows:

3rd anniversary (2020): \$7,272.00 annually / \$606.00 per month

4 th anniversary (2021):	\$7,344.72 annually / \$612.06 per month
5 th anniversary (2022):	\$7,418.17 annually / \$618.18 per month
6 th anniversary (2023):	\$7,492.35 annually / \$624.36 per month
7 th anniversary (2024):	\$7,567.27 annually / \$630.61 per month
8 th anniversary (2025):	\$7,642.95 annually / \$636.91 per month
9 th anniversary (2026):	\$7,719.37 annually / \$643.28 per month
10 th anniversary (2027):	\$7,796.57 annually / \$649.71 per month

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

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

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be \$500.00. The Landlord acknowledges that they already hold a deposit of \$145.00 at the execution of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) This lease will maintain Tenant at an annual lease rate of \$13.98 per sq. ft. with 1% annual increases beginning in 2020.

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

6. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

7. **Compliance with Laws.**

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

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

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

9. **Insurance.**

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

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount

endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the “**Landlord Parties**”); as applicable, each an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential

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

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

11. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord's payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

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

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

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

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

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

To Tenant: Crested Butte Fire Protection District
 P.O. Box 1009
 Crested Butte, CO 81224

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

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

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

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

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

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

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

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

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

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

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

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

CRESTED BUTTE FIRE PROTECTION DISTRICT, a Colorado special district

By: _____

Name: _____

Title: _____



Staff Report

October 16, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-28, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third Street to the Crested Butte Land Trust

Summary: The Crested Butte Land Trust (“CBLT”) has been a long-term tenant of the Town. Their most recent lease expired in 2012. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with CBLT.

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

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

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town’s tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in 2017.

Discussion: The space that CBLT leases is approximately 667 sq. ft. They have been paying \$2,550 per year. The lease rate proposed is as follows:

2017	\$2,550	\$3.82 sq. ft.
2018	\$3,335	\$5.00 sq. ft.
2019	\$4,002	\$6.00 sq. ft.

Beginning in 2020 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

For comparison on possible annual lease rates for this space:

\$5.00	\$3,335.00
\$7.50	\$5,002.50
\$10.00	\$6,670.00

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

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 28, Series 2017.

ORDINANCE NO. 28**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 THIRD STREET TO THE CRESTED BUTTE LAND TRUST**

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 31-15-713 (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 last entered into leases with the Crested Butte Land Trust ("CBLT") on July 1, 2001 and February 1, 2012 for units within property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the terms of that leases expired on June 30, 2002 and January 1, 2013, respectively; and

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ____ DAY
OF _____, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS ____ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Roland Mason, Mayor Pro Tem

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Lease Agreement

[attach form lease agreement here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "Lease") is entered into this ___ day of _____, 20___, with an effective date of November 1, 2017 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO ("Landlord"), a Colorado home rule municipality and the CRESTED BUTTE LAND TRUST, a Colorado nonprofit corporation ("Tenant").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

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

and commonly known as 308 3rd Street, Second Floor, South & East Units (the "Premises").

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

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

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

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

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "Projects"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow. Tenant is responsible for snow removal on the small walkway and steps.

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

(f) Tenant shall pay for communications services used by Tenant on the Premises during the Term.

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

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

3. **Term.**

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

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

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$212.50 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$3,335.00 annually / \$277.92 per month
2 nd anniversary (2019):	\$4,002.00 annually / \$333.50 per month

Rent shall thenceforth increase 1% each year as follows:

3 rd anniversary (2020):	\$4,042.02 annually / \$336.84 per month
4 th anniversary (2021):	\$4,082.44 annually / \$340.20 per month
5 th anniversary (2022):	\$4,123.26 annually / \$343.61 per month
6 th anniversary (2023):	\$4,164.50 annually / \$347.04 per month
7 th anniversary (2024):	\$4,206.14 annually / \$350.51 per month
8 th anniversary (2025):	\$4,248.20 annually / \$354.02 per month
9 th anniversary (2026):	\$4,290.69 annually / \$357.56 per month
10 th anniversary (2027):	\$4,333.59 annually / \$361.13 per month

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

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

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be of \$500.00. The Landlord acknowledges that they already hold a deposit of \$250.00 at the execution of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$6.00 per sq. ft. by 2019 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$3,335.00
\$7.50 per sq. ft.	\$5,002.50
\$10.00 per sq. ft.	\$6,670.00

5. **Landlord's Access.** Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable

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

6. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

7. **Compliance with Laws.**

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

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

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

9. **Insurance.**

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

although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

(e) Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies

of insurance carried in connection with the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

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

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

(b) Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant’s business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord’s control. The Tenant is not obligated to indemnify the Landlord or to waive claims caused by the Landlord’s negligence or willful misconduct.

11. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the

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

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

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

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

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

To Landlord: Town of Crested Butte
P.O. Box 39

507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626
 Attn: Town Manager

To Tenant: Crested Butte Land Trust
 P.O. Box 2224
 Crested Butte, CO 81224
 Attn: Executive Director

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

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

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

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

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

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

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

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If

Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

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

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

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

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

Crested Butte Land Trust, a
Colorado nonprofit corporation

By: _____

Name: _____

Title: _____



Staff Report

October 16, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-29, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third Street to the Windsor Refrigeration

Summary: Neil Windsor of Windsor Refrigeration has been a long-term tenant of the Town. Their most recent lease expired in 2011. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Windsor Refrigeration.

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

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

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. Lease rates for individuals or for profit entities should be set at an average of comparable market rates. There is no increase proposed for any tenants in 2017.

Discussion: The space that Windsor Refrigeration leases is approximately 400 sq. ft. They have been paying \$1,800 per year. The lease rate proposed is as follows:

2017	\$1,800	\$ 4.50 sq. ft.
2018	\$2,520	\$ 6.30 sq. ft.

2019 \$4,320 \$10.80 sq. ft.

The rental term is for 3 years. The adopted policy states that leases to individuals or for profits should be advertised every three years to see if there is a non-profit that is interested in leasing the space.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

For comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$2,000.00
\$7.50 per sq. ft.	\$3,000.00
\$10.00 per sq. ft.	\$4,000.00
\$12.00 per sq. ft.	\$4,800.00

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 29, Series 2017.

ORDINANCE NO. 29**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE OF A
PORTION OF THE PROPERTY AT 308 THIRD
STREET TO WINDSOR REFRIGERATION**

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 31-15-713 (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 last entered into a lease with Neil Windsor on September 9, 2010 for a unit within property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the term of that lease expired on August 31, 2011; and

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ____ DAY
OF _____, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS ____ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Roland Mason, Mayor Pro Tem

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Lease Agreement

[attach form lease agreement here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "Lease") is entered into this ___ day of _____, 20___, with an effective date of November 1, 2017 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO ("Landlord"), a Colorado home rule municipality and WINDSOR REFRIGERATION, LLC, a Colorado limited liability company ("Tenant").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

308 3rd Street, Unit K
Town of Crested Butte,
County of Gunnison,
State of Colorado

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

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

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

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

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

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "Projects"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow.

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

(f) Tenant shall pay for communications services used by Tenant on the Premises during the Term.

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

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

3. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a three (3) year period (the "**Term**") that shall commence on the Effective Date hereof and expire three (3) years following the commencement of the Term.

(b) Lease may be terminated by Tenant at any time without cause with 60 days notice to Landlord.

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

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$150.00 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$2,520.00 annually / \$210.00 per month
2 nd anniversary (2019):	\$4,320.00 annually / \$360.00 per month

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

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

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be \$500.00. The Landlord acknowledges that they already hold a deposit of \$250.00 at the execution of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$10.80 per sq. ft. by 2019. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$2,000.00
\$7.50 per sq. ft.	\$3,000.00
\$10.00 per sq. ft.	\$4,000.00
\$12.00 per sq. ft.	\$4,800.00

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

6. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of

notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

7. **Compliance with Laws.**

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

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

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

9. **Insurance.**

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

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the "**Landlord Parties**"; as applicable, each an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person or entity claiming under Tenant, the employees, agents, contractors, guests,

invitees or visitors of Tenant or any person or entity (each, a “**Tenant Related Person**”); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant’s property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant’s expense with counsel reasonably satisfactory to Landlord.

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

11. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant’s failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys’ fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

(b) The following occurrences are “**Events of Default**”: (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of

any other obligation under this Lease that is not cured after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

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

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

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

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

To Tenant: Neil Windsor
P.O. Box 1132
Crested Butte, CO 81224

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

15. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition

to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

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

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

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

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

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

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

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

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

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the

Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

WINDSOR REFRIGERATION, LLC, a
Colorado limited liability company

By: _____

Name: _____

Title: _____



Staff Report

October 16, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-30, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third Street to the Leslie Locklear

Summary: Leslie Locklear has been a long-term tenant of the Town. Their most recent lease expired in 2011. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Locklear.

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

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

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

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Discussion: The space that Locklear leases is approximately 124 sq. ft. They have been paying \$1,620 per year. The lease rate proposed is as follows:

2017	\$1,620	\$13.07 sq. ft.
2018	\$1,736	\$14.00 sq. ft.

2019 \$1,860 \$15.00 sq. ft.

The rental term is for 3 years. The adopted policy states that leases to individuals or for profits should be advertised every three years to see if there is a non-profit that is interested in leasing the space.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

For comparison on possible annual lease rates for this space:

\$7.50 per sq. ft.	\$ 930.00
\$10.00 per sq. ft.	\$1,240.00
\$12.00 per sq. ft.	\$1,488.00
\$15.00 per sq. ft.	\$1,860.00

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 30, Series 2017.

ORDINANCE NO. 30**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 THIRD STREET TO LESLIE LOCKLEAR**

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 31-15-713 (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 last entered into a lease with Leslie Locklear on September 1, 2010 for a unit within property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the term of that lease expired on August 31, 2011; and

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ____ DAY
OF _____, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS ____ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Roland Mason, Mayor Pro Tem

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Lease Agreement

[attach form lease agreement here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "Lease") is entered into this ___ day of _____, 20___, with an effective date of November 1, 2017 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO ("Landlord"), a Colorado home rule municipality and LESLIE LOCKLEAR, a **private individual** ("Tenant").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

308 3rd Street, Unit G
Town of Crested Butte,
County of Gunnison,
State of Colorado

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

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

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

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

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

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "Projects"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow.

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

(f) Tenant shall pay for communications services used by Tenant on the

Premises during the Term.

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

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

3. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a three (3) year period (the "**Term**") that shall commence on the Effective Date hereof and expire three (3) years following the commencement of the Term.

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

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$135.00 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$1,736.00 annually / \$144.67 per month
2 nd anniversary (2019):	\$1,860.00 annually / \$155.00 per month

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

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

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be \$500.00. The Landlord acknowledges that they already hold a deposit of \$135.00 at the execution of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$15.00 per sq. ft. by 2019. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$7.50 per sq. ft.	\$ 930.00
\$10.00 per sq. ft.	\$1,240.00
\$12.00 per sq. ft.	\$1,488.00
\$15.00 per sq. ft.	\$1,860.00

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

6. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are

so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

7. **Compliance with Laws.**

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

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

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

9. **Insurance.**

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

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the "**Landlord Parties**"; as applicable, each an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person or entity claiming under Tenant, the employees, agents, contractors, guests,

invitees or visitors of Tenant or any person or entity (each, a “**Tenant Related Person**”); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant’s property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant’s expense with counsel reasonably satisfactory to Landlord.

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

11. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant’s failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys’ fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

(b) The following occurrences are “**Events of Default**”: (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of

any other obligation under this Lease that is not cured after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

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

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

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

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

To Tenant: Leslie Locklear
 P.O. Box 1381
 Crested Butte, CO 81224

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

15. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition

to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

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

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

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

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

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

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

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

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

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the

Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

LESLIE LOCKLEAR, a
Private individual

By: _____

Name: _____

Title: _____



Staff Report

October 16, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: **Resolution No. 61, Series 2017** – A Resolution of the Crested Butte Town Council Approving the Continued Operation of Snow Machines for Rubber-Tracked Snow Cat Machines, the Designated Route and the Restrictions of Operations.

Date: October 10, 2017

Summary:

A limited access snow cat route shall be designated within the Town for the use of rubber-tracked snow cat machines on Town public streets and highways, including for use by the Nordic Center. Said route shall be designated by the Town Manager for each calendar year.

Background:

The Town Council, during the month of October each year, shall be required, by formal resolution following a public hearing at a regular or special meeting of the Town Council, approve the continued operation of snow machines for rubber-tracked snow cat machines, the designated route, and the restrictions of operations, including for use by the Nordic Center.

Recommendation:

To approve Resolution No. 61, Series 2017.

Recommended Motion:

Motion to approve Resolution No. 61, Series 2017.

RESOLUTION NO. 61**SERIES 2017****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL
APPROVING THE CONTINUED OPERATION OF SNOW
MACHINES FOR RUBBER-TRACKED SNOW CAT MACHINES,
THE DESIGNATED ROUTE AND THE RESTRICTIONS OF
OPERATIONS**

WHEREAS, Section 8-1-30(4) of the Crested Butte Municipal Code (the “**Code**”) allows the Town to grant permission by permit for the use of rubber-tracked snow cat machines;

WHEREAS, the Nordic Center uses snow cats as well as snowmobiles for track setting and other purposes; and

WHEREAS, 8-1-30(4)(13) of the Code requires that the Town Manager annually designate a route for the Nordic track-setting machines; and

WHEREAS, 8-1-30(4)(16)(a) of the Code requires that the Town Manager annually designate a limited access snow cat route for the use of rubber-tracked snow cat machines on Town streets; and

WHEREAS, the Code requires that the Town Council approve the continued operation of rubber-tracked snow cat machines, the designated route and the restrictions of operation by formal resolution adopted by the Town Council following a public hearing.

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

1. The Town Council hereby approves the continued operation of rubber-tracked snow cat machines, including the Nordic Center, in accordance with the provisions of Section 8-1-30(4) of the Code.

2. The designated route for the operation of rubber-tracked snow cat machines, including the Nordic Center, is as follows:

- a) Whiterock Avenue between Kebler Pass Road and 6th Street.
- b) Belleview Avenue between 4th and 5th Streets.
- c) 4th Street between Whiterock and Red Lady Avenues.
- d) 5th Street between Whiterock and Belleview Avenues.
- e) 2nd Street between Whiterock and Sopris Avenues to include a portion of Sopris Avenue for safe turn around on Sopris Avenue.
- f) From the intersection of the alley between Whiterock and Belleview Avenues and Second Street, west along said alley to First Street, north to Whiterock Avenue and then west to Kebler Pass Road; also north on 1st Street to

Butte Avenue then west on Butte Avenue to Peanut Lake Road and east on Butte Avenue to the Kapushion Alley.

- g) From the Nordic Center to Belleview Avenue, to the fuel pumps.
- h) The Big Mine Park including access from the Nordic Center to Journey’s End Road.
- i) Town Ranch and the Crested Butte Community School Site.
- j) Magic Meadows, Trapper’s Crossing Ski trails easements; the proposed additional year round trail easement Trapper’s Crossing Lot 4 and Peanut Mine.
- k) The Verzuh Ranch Annexation Open Space.
- l) The perimeter trail on the east end of Town adjacent to Rainbow Park and Blocks 69, 76, 77, 78, 79, and 80. Old Kebler Pass road to the terminus of Elk Avenue to the west boundary of Town.
- m) The route approved hereafter for the Alley Loop Nordic Race.

3. The Town Council hereby approves the continued operation of snow cat machines and snowmobiles for use by the Nordic Center and others in accordance with the provisions of Section 8-1-30(4) of the Code.

4. The Town Council hereby finds that above approvals are in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL IN PUBLIC HEARING THIS ___ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Roland Mason, Mayor Pro Tem

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

October 16, 2017

To: Mayor Michel and Town Council

From: Bob Nevins, Town Planner

Thru: Michael Yerman, Community Development Director

Subject: **Parking Committee Recommendations**

Background:

Town Council appointed a Parking Committee to study and make recommendations to improve the congestion and parking impacts in town. The Committee held five (5) work sessions and one (1) public parking management meeting with the Councils of Mt. Crested Butte, the Town and CBMR staff between August 10 and October 5, 2017. Discussion topics included: 1) Background information/previous studies; project goals and objectives; 2) parking management program including paid and permit parking, program components/technology, fees and enforcement; 3) Potential parking alternatives and solutions; 4) Winter parking policies, signage, ticketing/towing and snow removal; and 5) Review and prioritization of alternatives; and drafting of recommendations to Town Council.

The Parking Committee consists of the following members:

Citizens-Kim Raines, Todd Carroll, Chris (Buck) Myall and Kathy Joyce

Council Members- Jackson Petito and Chris Ladoulis

Mt. Express- Chris Larsen

Public Works- Rodney Due

Marshal- Joe Dukeman

Community Development- Michael Yerman and Bob Nevins

Goals and Objectives: In researching previous transportation and traffic studies, the community's goals have remained consistent over the past 35 years:

- Crested Butte is a pedestrian and bicycle friendly community;
- Transit ridership is promoted;
- Automobile usage in town is discouraged; and
- Traffic and parking solutions should be compatible with the community's historic scale and character while utilizing the existing physical, economic and staffing resources to the greatest extent possible.

The Parking Committee realized in its study of the current situation, that 1) parking is "free and easy" and 2) that we cannot "build our way out" of the parking problem. In order to fully realize our shared community goals, people's behavior needs to change. For this reason, the Parking Committee reached

a consensus and offers the following parking recommendations for consideration and implementation by Town Council:

1. **Elk Avenue:** Maintain two-way, shared automobile/bicycle traffic with parallel parking on both sides of the street;
Maintain 15 mph speed limit;
Encourage use of public transit; and
Continue closing the street for Special Events during peak seasons.

2. **Management:** Issue a Request for Proposals (RFP) and develop an Integrated Parking Management Program (2018) to reduce congestion, maximize parking downtown and minimize impacts to residential neighborhoods.
 - Allocate \$25,000.00 for hiring a consultant to assist in developing the parking management program for town (funding source: *Transportation Sales Tax* and included in 2018 Town Budget); and
 - Allocate \$5,000.00 to hire a consultant to develop the on-line parking website (funding source: *Transportation Sales Tax* and included in 2018 Town Budget).
 Implement Parking Management Program (2019) to include:
 - a) Timed/paid parking within Downtown Core
 - b) Timed/paid parking at 4-way lots
 - c) Timed/enforced parking within Neighborhoods
 - d) Resident parking permits
 - e) Employee/guest parking permits
 - f) Intercept lot at school and other shared parking agreements

3. **Winter Regulation:** Improve clarity of winter parking regulations on street signs to reduce ticketing and towing of vehicles and to enable snow removal operations (*See attached signs 1-2*).
 - Allocate \$10,000.00 for new winter parking regulation signage (funding source: *Street and Alley Fund* and included in the 2018 Town Budget).

4. **Additional Parking:** Pave and stripe existing parking areas, when funding is available, to increase accessibility, utilization and service while minimizing maintenance.

5. **Safety:** Paint yellow curbs at the intersections along Maroon and Sopris Avenues between 2nd and 4th Streets to clearly identify the 30-foot setbacks and to improve sight angles and public safety.
 - Allocate \$5,000.00 for painting of curbs at street intersections (funding source: *Street and Alley Fund* and included in the 2018 Town Budget).

Summary:

The Parking Committee's recommendations are directed at easing and/or solving our current parking issues in town by effectively and efficiently utilizing our existing parking supply, current staffing and existing budgetary resources. As indicated above, the proposed recommendations have been included in the 2018 Town Budget. Should Town Council not agree with a specific recommendation, that funding can be eliminated from the 2018 Town budget.

The Committee would like to thank Town Council for providing the opportunity to study and address the parking issues that exist in town. While identifying the issues has been challenging, implementing the recommendations may be an even a greater challenge. The Committee explored a wide range of potential short, mid and long term options. After much discussion, our recommendation is to develop and implement a comprehensive parking management plan that is flexible, adaptable and cost-effective instead of trying “to build our way out” with expensive capital improvement projects. The Committee recognizes that there may be a need to organize a Parking Management Committee with representatives from downtown businesses, organizations and residential neighborhoods to work with the consultant team and staff, realizing that additional public outreach and focus group meetings will be necessary over the coming year so that the parking management program can adjusted dependent on the public input. Change is not easy, but we believe the steps outlined above are in the community’s best, long term interest; that they are reflective our shared goals and values; and that they can be successfully put into practice gradually with community participation and support. Additionally, Town Council has the authority to terminate the parking management program at any time between now and actual implementation.

Staff Recommendation:

A Council member should make a motion to allocate funding as outlined above in the Parking Committee’s recommendations for the 2018 budget followed by a second.

NO PARKING
THIS SIDE OF STREET
10:00 PM EVEN DAYS
TO
10:00 AM NEXT DAY
WINTER
TOW AWAY ZONE
NOV 1 TO APRIL 30

NO PARKING
THIS SIDE OF STREET
10:00 PM ODD DAYS
TO
10:00 AM NEXT DAY
WINTER
TOW AWAY ZONE
NOV 1 TO APRIL 30



Staff Report

October 10, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lois Rozman, Finance Director
Subject: **Resolution No. 62, Series 2017 -- 2018 Fee Schedule**

Summary: Resolution No. 62, Series 2017 is the resolution to adopt the 2018 fee schedule. The fee schedule includes fees that are required to be adopted by ordinance and the fee adoption resolution does not affect these fees, they are merely included for the convenience of having all fees listed on one document. The 2018 budget reflects the fees as listed in the schedule.

Previous Council Action: The attached fee schedule was presented and discussed at the October 2, 2017 budget work session.

Discussion: The following is a list of changes and/or additions to the 2017 fee schedule:

Record Request:

- Recording Fee changed to current \$13/first page and \$5 each additional based on Gunnison County charges.

Maps:

- Reduced the 8 ½ X 11 and 11 X 17 map rates to a flat \$1.50

Miscellaneous Fees:

- New fee for Notary service, \$5.00 per document, for documents not related to Town business
- Town Attorney fee for 3rd party billing increased from \$275 to \$405

Business Fees:

- Elimination of the tiered late fee for business license renewals – changed to flat \$25.00 fee
- Addition of Vacation Rental License Fee -- \$750/year unlimited and \$200/year primary residence per Council resolution
- Addition of Vacation Rental License Renewal Late Fee -- \$500 per Council resolution

Publications:

- Eliminated the fees associated with the Building/Planning depts. documents – all documents available online for free

Special Event Fees:

- New Special Event Fee for Town Ranch Camping \$150 – available to Major Impact Special Events and Special Events that take place only at Town Ranch

Liquor License Fees

- Art Gallery Liquor Application dropped from \$5.00 to \$3.75

Building & Planning Fees:

- Brought all ROAH fees to the current fees as authorized by Council resolution
- Dropped FAR calculations from staff field measurements; will continue to do FARs for submitted plans; added fee for calculation on resubmittals of plans; deleted fee for producing a copy of an existing FAR calculation
- Deleted fee for non-compliance of restrictive covenant – this should be determined by the court judge
- Design Review Application & Publication – increased publication of picture fee from \$470 to \$500 and publication without picture from \$320 to \$350
- Additional DRC meeting fee increased by \$20 to \$80
- Calculation of maximum sales price for affordable housing unit – free for units that have documented costs already on file; remains \$50 for calculations for new units or units providing new receipts

Parks & Recreation

- New hourly fee for summer use of Big Mine Ice Arena -- \$35/hour up to 50 people, \$50/hour 50 – 100 people, \$300/day for 100 – 299 people
- New fee for Town Ranch Event Area for Private Events -- \$500/day or \$1200 for three day rental for set up and take down of large tented events
- New fee for other Town rented activity spaces -- \$25/hour for people without a recurring use contract with the Town

Sewer and Water:

- Updated service fees for water, sewer and tap-in fees to current
- Updated water meter pricing to be current meter price from vendor plus 10% for shipping/handling costs

Recommendation: Staff recommends approving Resolution No. 62, Series 2017 for the adoption of fees for 2018.

Possible Motion: I move to approve Resolution No. 62, Series 2017

**RESOLUTION NO. 62
SERIES 2017**

**A RESOLUTION OF THE CRESTED BUTTE TOWN
COUNCIL ADOPTING CERTAIN FEES AND
CHARGES FOR THE FISCAL YEAR 2018**

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 has determined that costs associated with the Town's providing certain services should be defrayed by specific fees; and

WHEREAS, the Town imposes certain rates, charges or fees for services performed or materials provided by the Town; and

WHEREAS, the Town Council has established a "Fee Schedule" containing a listing of certain fees and charges to be reviewed annually; and

WHEREAS, certain Town rates, charges and fees are required to be set by ordinance and as to such rates, charges and fees the Fee Schedule shall have no application, even though those fees are set forth in the Fee Schedule for informational purposes.

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

1. There are hereby established, effective January 1, 2018, certain rates, fees or charges of the Town, as set forth in Exhibit "A" attached hereto.

INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS SIXTEENTH DAY OF OCTOBER, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Roland Mason, Mayor Pro-Tem

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk

EXHIBIT A

2018 Fee Schedule

Administration and Misc.		
Record Request Fees:		
Audio Tapes, CD or DVD	\$15.00	
Agendas	No charge for copies of current agendas	
Bid Documents	Fee based on reproduction and actual cost	
Copies:	No fee for single page	This is the average cost of a copy taking into account the cost of paper, machine time, supplies and personnel time, necessary research time not to exceed 15 minutes.
	\$.25 each additional page	
	\$1.50 each color page	
Certified Copies	\$1.25 per page	
	\$2.25 for color copies	
Computer Generated Reports:		
Printed	\$1.00 per page	
Provided on CD	\$25.00	
E-mailed	\$.25 per page	
Faxes (local or long distance)	\$.50 per page excluding cover sheet	20 page maximum
Mailing Fees	actual cost of mailing	
Photos	\$5.00 plus cost of reproduction	
Research and Retrieval Fees	\$ 25.00 per hour for requests requiring more than 15 minutes; \$130 per hour Town Attorney Research fees	
Recording Fee	\$13.00 for 1st page and \$5.00 for each page after	Fees based on Gunnison County charges and are subject to change
Requiring Special Programming	\$75.00 per hour	
Maps:		
Standard Map fees:		
Zoning Map	\$20.00	
Parcel Map	\$15.00	
Open Space map	\$25.00	
A -size map (8.5" x 11")	\$1.50	Reduced from \$8
B-size map (11"x17")	\$1.50	Reduced from \$10
C-size map (17"x22")	\$15.00	
D-size map (24"x36")	\$20.00	
E-size (36"x48")	\$25.00	
Custom	\$50.00 per hour personnel; with a minimum 1 hour charge plus standard map fee	
Custom, non-profit	\$40.00 per hour	
Cemetery Fees:		
Large Cemetery Plot (22' X 11')	\$1,000	
Small Cemetery Plot (5.5' X 11')	\$300	
Casket Burial (Weekdays)	\$400	
Casket Burial (Winter Weekdays)	\$600	
Casket Burial (Weekends, Holidays, Emergencies)	\$550	
Casket Burial (Winter Weekends, Holidays, Emergencies)	\$750	
Cremain Burial (Weekdays)	\$200	
Cremain Burial (Winter Weekdays)	\$400	
Cremain Burial (Weekends, Holidays, Emergencies)	\$350	
Cremain Burial (Winter Weekends, Holidays, Emergencies)	\$450	
Grave Disinterment	\$600	
Misc Fees:		
Returned Check	\$15.00	
Lien	\$75 late fee	
Notary Service	\$5.00 per document	No fee for Town documents
Town Attorney Fee (third party bill out)	\$405.00	Hourly rate for Town Attorney time to be billed out to third parties

Business Fees:		
Business License	\$25.00 per year	
Occupation Tax	\$75.00 per year	
Pillow Tax	\$10.00 per pillow	
Business License Renewal-Late Fee	\$25.00	For renewals received 30 days after expiration of license (removed the tie
Sales Tax License	No charge	
Transfer of Business License	\$25.00	
Cart Vending License	\$25.00	
Farmers Market Application	\$25.00	
Street performers permit	\$25.00	
Sidewalk Seating Revocable License	\$3.00/Square Foot	
Vacation Rental License Fees:		
Unlimited Rental License	\$750/year	2 Year rolling license, the initial license will be 2 times annual fee with each annual renewal being annual year fee
Primary Residence Rental License	\$200/year	
Vacation Rental License Renewal-Late Fee	\$500.00	For renewals received 30 days after expiration of license
Late Night Food Truck License:		
Application Fee	\$10.00	
License	\$400.00	
Marijuana Establishment License:		
Transfer of permit to business entity	\$1,000.00	
Changes in members	\$200/member	
New Application	\$1,500 per license	
Renewal	\$500, 1 license/ \$750, dual license	
Modification of Premise	\$50.00	
Dogs:		
License, spayed or neutered	\$7.00 per year	
License, not spayed or neutered	\$15.00 per year	
Duplicate License	\$3.00	
Dog Care/Maintenance	\$10.00 per day	
Dog Redemption	\$7.50	
Publications:		
Town Code	\$80.00	
Town Code on CD	\$25.00	
Town Code Updates	Actual Cost	
Special Event Fees:		
Application Fee	\$25.00	
Late Application Fee	\$100.00	
Minimal Impact Event Permit Fee	\$0.00	
Moderate Impact Event Permit Fee	\$50.00	For recurring moderate impact events that take place 5 or more times in one calendar year: 50% reduction in permit fees
Major Impact Event Permit Fee	\$200.00	For recurring major impact events that take place 5 or more times in one calendar year: 25% reduction in permit fees
Town Ranch Camping Fee	\$150.00	Town Ranch camping available to Major Special Events and Special Events which take place at Town Ranch only
Minimal Impact Event Clean-up Deposit	\$0.00	
Moderate Impact Event Clean-up Deposit	\$50.00	
Major Impact Event Clean-up Deposit	\$200.00	
For Special Events at the Big Mine Ice Arena and Town Ranch Event Area, special Facility Use Fees will be applied in place of Special Event Permit Fees		

Liquor License Fees:		
Liquor Tasting Permit	\$50.00 per year	
Special Event Local Liquor License	\$25.00 per day	
Special Event State Liquor License	No Charge	
Art Gallery Liquor Application	\$3.75 per year	
All other liquor application and license fees	Maximum allowed by the State (see attached fee schedule)	
Building & Planning		
Design Review Application and Publication		
	\$60.00	Insubstantial Design Review and Publication
	\$500.00	Publication of picture
	\$350.00	No Picture Publication
	\$500.00	additional for Special Review Classification
Additional DRC Meeting	\$80.00	per meeting for each additional meeting needed beyond the first 2
P.U.D:		
Concept Plan Submittal	\$500.00	Fees represent maximum fee dependent on complexity of the submittal. In addition, Design Review and Publication costs will be assessed plus \$300 for each full Board meeting and \$60 for each DRC meeting beyond 2 for each submittal.
General Plan Submittal	\$750.00	
Building Permit Review Submittal	\$750.00	
Combined General Plan and Building Permit Review Submittal	\$1,250.00	
Use Tax Deposit		Not less than 4.5% of 45% of total permit value
Performance Deposit	0.50%	Total Structure Value: building valuation multiplied by .50%
Building Permit		Total Structure Value*
	\$28.42	\$1.00 - \$500.00
	\$28.42 plus \$3.68 per \$100 of TSV or fraction thereof above \$501	\$501.00 - \$2,000.00
	\$83.74 + \$16.95 per \$1,000 of TSV or fraction thereof above \$2,001	\$2,001.00 - \$25,000.00
	\$473.79 + \$12.18 per \$1,000 of TSV or fraction thereof above \$25,001	\$25,001.00 - \$50,000.00
	\$778.58 + \$8.47 per \$1,000 of TSV or fraction thereof above \$50,001	\$50,001.00 - \$100,000.00
	\$1,202.07 + \$6.77 per \$1,000 of TSV or fraction thereof above \$100,001	\$100,001.00 - \$500,000.00
	\$3,911.05 + \$5.74 per \$1,000 of TSV or fraction thereof above \$500,001	\$500,001.00 - \$1,000,000.00
	\$6,781.04 + \$4.41 per \$1,000 of TSV or fraction thereof above \$1,000,001	\$1,000,001.00 and up
*The total Structure Value or building valuation for all permit fees shall be based on the building valuation data table of the most current issue of "Building Safety Journal" published by the International Code Council, using a regional modifier of 1.54, or other evidence of value, whichever is greater, as determined by the Building Official. Active solar installations-maximum of \$500 residential, \$1,000 commercial.		
Work without Permit	\$100 up to \$1,000 per day	Plus Applicable Permit Fee
Construction Documents Examination	60%	of Permit Fee - Commercial
	30%	of Permit Fee - Residential
Special Review and Inspections	Actual	Outside Consultants
	\$65.00/hr	Other
Request for FAR Calculation	Free	Copy of existing FAR calculation on file
	\$50.00	FAR from existing plans or submitted plans
	\$60.00	Additional calculations or resubmittals
Vested Property Right	\$75.00	
Application for amendment to Zoning	\$250.00	
Right-of-Way Use Permit	\$40/ 25 feet of right of way per month	Minimum annual fee for use of right-of-way during construction
Tree Cutting Permit	\$25.00	
Sign Permit	\$20.00	Plus \$2/Sq Ft over 10 Sq. Ft.
Sign without Permit	\$50.00	Plus Permit Fee

Building & Planning (continued)		
Payment in Lieu of Parking	\$13,000	Per parking space
Condominium Declaration Docs + Plat Review	\$250.00	
Resident Occupied Affordable Housing		
payment assessed on newly constructed non-residential floor area in-lieu of providing ROAH units:	\$41.82	per sq. ft .
assessed on newly constructed lodging units or short-term residential accomodation units in -lieu of providing ROAH units:	\$4,445.76	per lodging unit
New Residential floor area in-lieu of providing a fraction of a ROAH unit when total size of the residential unit is within the following range:		
Unit Size Range (sq. ft.)	Annual Payment in-lieu("PIL") per Sq. Ft.	
1 -499	\$1.40	per sq. ft .
500 - 999	\$1.99	per sq. ft .
1,000 - 1,499	\$2.14	per sq. ft .
1,500 - 1,999	\$2.40	per sq. ft .
2,000 - 2,499	\$2.74	per sq. ft .
2,500 - 2,999	\$3.14	per sq. ft .
3,000 - 3,499	\$3.62	per sq. ft .
3,500 - 3,999	\$4.18	per sq. ft .
4,000 - 4,499	\$4.83	per sq. ft .
4,500 or more	\$5.50	per sq. ft .
Carbon Mitigation Fee	\$2.35	Per lbs. of CO2 emission per dept. calculation
Solid Fuel Burning Device application	\$100.00	
Solid Fuel Burning Device replacement	\$25.00	
Mechanical Permit	\$28.43	
Supplemental Permit	\$8.77	
Furnaces up to 100,000 BTU/hr	\$17.91	Installation or Relocation
Furnaces over 100,000 BTU/hr	\$22.02	Installation or Relocation
Floor Furnace & Vent	\$17.91	Installation or Relocation
Suspended/Recessed/Wall-mount Furnace	\$17.91	Installation or Relocation
Installed Appliance Vents	\$8.77	Installation or Relocation
Repairs/Alterations of Appliances	\$16.58	
Boiler/Compressor/Absorb. System	\$17.79	3 horsepower or 100,000 BTU/hr
	\$32.85	up to 15 hp or 100,000 to 500,000 BTU/hr
	\$45.07	up to 30 hp or 500,000 to 1,000,000 BTU/hr
	\$67.09	up to 50 hp or 1,000,000 to 1,750,000 BTU/hr
	\$112.10	over 50 hp or 1,750,000 BTU/hr
	\$21.90	over 10 cfm or 4,719 L/s
Evaporative Coolers	\$12.89	non-portable type
Single-Duct Vent Fan	\$8.77	
Ventilation System	\$12.89	
Mechanical Exhaust Hood	\$12.89	
Domestic Incinerator	\$22.02	
Comm./Industrial Incinerator	\$17.54	
Misc. Mechanical Equipment	\$12.89	
Inspection after Business Hours	\$59.89/hour	Minimum 2 hour charge
Reinspection Fee	\$59.89	Per Inspection
Plan Review/Misc. Inspection	\$59.89	Per hour or inspection
Annexation petition processing fee		With the submission requirements for formal annexation petition or petition for annexation election: applicant delivers to the Town an executed annexation cost and expense reimbursement agreement obligating the applicant to remimburse the Town for all costs and expenses whatsoever incurred by the Town in connection with the annexation.
Concept Annexation Request processing fee	\$500.00	Per request

Building & Planning (continued)		
Subdivision Application Review Fees:		
Minor Subdivision	\$200.00	
Major Subdivision Review:		With the submittals for subdivision sketch plan: applicant delivers to the Town an executed annexatio cost and expense reimbursement agreement obligating the applicant to reimburse the Town for all costs and expenses whatsoever incurred by the Town in connection with the subdivision
Site specific development		
Plan application	\$75.00	
Plat Approval	\$150.00	
Capital Expansion Recovery System Fees for land that paid RETT		
Parks & Rec. Improvements SFR	\$2,510.20	
Parks & Rec. Improvements MFR	\$2,382.95	
Parks & Rec. Commercial Res. Unit	\$2,070.62	
Fire SFR	\$388.79	
Fire MFR	\$388.79	
Fire ea Sq. ft. business/commercial/tourist	\$0.00138	
Capital Expansion Recovery System Fees for land that did not pay RETT		
Parks & Rec. Improvements SFR	\$2,540.41	
Parks & Rec. Improvements MFR	\$2,411.63	
Parks & Rec. Commercial Res. Unit	\$2,095.55	
Fire SFR	\$388.79	
Fire MFR	\$388.79	
Fire ea. Sq. ft. business/commercial/tourist	\$0.138	
Snow Plow equipment		per sq ft of R.O.W. (right of way)
If RETT has been paid on developed land		
Single family areas	\$0.1287	
R2 zoned areas	\$0.1122	
Multi-family zoned areas	\$0.0256	
Business/Commercial Tourist areas	\$0.0468	
If RETT has not been paid on developed land		
Single family areas	\$0.1370	
R2 zoned areas	\$0.1254	
Multi-family zoned areas	\$0.0654	
Business/Commercial Tourist areas	\$0.0491	
Calculation of Affordable Housing maximum sales price - new unit	\$50.00	Administrative fee to calculate the maximum sales price of an affordable housing unit when new receipts are provided to the Town after issuance of a certificate of occupancy or when new receipts are provided after an improvement is made.
Calculation of Affordable Housing maximum sales price - existing unit	Free	Calculation is an update of a previously calculated maximum sales price with no additional receipts

Parks and Recreation:		
Adult Activities		Fees are established yearly using the following general policy: Fees are to cover the direct activity program costs plus 30%
Youth Activities		Fees are established yearly using the following general policy: Fees are to cover the direct activity program costs.
Early Registration Discount	\$10.00	
Cancellation/Transfer Fee	\$10.00	Subject to the Parks & Recreation Program Fee Schedule found online at Townofcrestedbutte.com
Facility Rental Rates: All Fields, Facilities, Buildings, Pavilions and Other Recreational Amenities without private leases		
Big Mine Ice Arena Winter Ice Slots	\$70/hr.	Ice slots in Big Mine Ice Arena
Big Mine Ice Arena Summer Use <50 people	\$35/hr.	Any organization, group, or individual of up to 50 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Ice Arena Summer Use 50-100 people	\$50/hr.	Any organization, group, or individual of 50-100 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Ice Arena Summer Use 100-299 people	\$300/day	Any organization, group, or individual of 100-199 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Open Space for Summer Events	\$150/day or \$375/three day rental for set up and take down of large tented events	Any organization, group, or individual who desires to use the facility for a private or Special Event event.
Town Ranch Event Area for Private Events	\$500/day or \$1200/three day rental for set up and take down of large tented events	Any organization, group, or individual who desires to use the facility for a private event.
Town Ranch Event Area and Big Mine Ice Arena for Summer Special Events with <300 people	\$300/day or \$750/three day rental for set up and take down of large events	Any organization with a Special Event Application on file with the Town Clerk.
Big Mine Ice Arena for Summer Events with 300-499 people	\$500/day or \$1200/three day rental for set up and take down of large events	Any organization with a Special Event Application on file with the Town Clerk.
Rainbow Park Pavilion and Yelenick Pavilion	\$80/four hour time slot	Any organization, group, or individual up to 100 people who desires to use the facility. More information online.
All Other Town-Rented Activity Spaces (Jerry's Gym, Community Room, Fitness Room, Athletic Fields)	\$10.00/hour	For programs with a quarterly or yearly contract with the Town, except for Town Ranch Event Area & Big Mine Ice Arena
	\$25.00/hour	Any organization, group, or individual who does not have a Recurring Use Contract with the Town.
All Facilities	No Charge	Crested Butte Community School programs
Cancellation Policy: All Other Facilities		30 days prior to reservation: A full refund will be issued for both the deposit amount and the facility rental fee. 7 – 30 days prior to
Cancellation Policy: Town Ranch Event Area and Big Mine Ice Arena for Summer Events		90 days prior to reservation: A refund will be issued for the deposit and half of the facility rental amounts. Less than 90 days prior to reservation: Facility rental fee will not be refunded. Deposit will be refunded. Post Reservation: If the facility is reserved and not used, no refund for the facility rental fee will be issued. Deposit will be refunded.
Facility Deposit Rates: All Fields, Facilities, Buildings, Pavilions and Other Recreational Amenities without private leases, except Big Mine Ice Rink		
Town Hall/Key Deposits	\$50.00	Deposit for rental of any facility that requires key access, and all reservations for downstairs spaces in Town Hall.
Rainbow Park Pavilion and Yelenick Pavilion	\$100.00	*Events with less than 100 participants and a total rental time of up to four (4) hours.
Town Ranch Event Area and Big Mine Ice Arena for Summer Events with <300 people	\$150/single day or \$375/three day rental	Rules, ammenities and more information online.
Big Mine Ice Arena for Summer Events with 300-499 people	\$250/single day or \$600/three day rental	Rules, ammenities and more information online.
Depot Facility Rental and Deposit Rates		
Depot Half Day	\$150 half day up to six hours plus \$200 deposit	Maximum of 49 people in winter and 100 people in summer
Depot Full Day	\$300 for one day up to twelve hours plus \$250 deposit	Maximum of 49 people in winter and 100 people in summer
Depot Multi-day Large Events	\$750 for 3 days plus \$300 deposit	Event having 50-100 people that may include alcohol, dancing, food, small pop-up tents, weddings/receptions

Police Department:		
Fingerprints	\$10.00	for Residents or court ordered
	\$20.00	Non-residents
VIN Inspections	\$10.00	for Residents
	\$20.00	for non-Residents
Sex Offender Registration	\$25.00	Includes fingerprint cards, photos & paperwork)
Sex Offender Re-Registration	\$10.00	
Accident Report	\$2.00 flat fee & \$0.25/page	Free for victim (fee applies to emailed reports)
Record Request, Non-Accident	\$5.00 flat fee & \$0.25/page	Free for victim (fee applies to emailed reports)
Copy of CD/DVD	\$15.00	
Vehicle Impoundment	\$50.00	Plus towing charges
Hearing re:vehicle impoundment	\$50 admin	cost plus bond
Scofflaw list and civil penalty	\$50.00	
Review of private event noise control measures	\$250.00	Maximum fee
Review of noise supression plan	\$250.00	Maximum fee
Public Works:		
Construction Standards	\$25.00	
Right-of-Way Dig Permit - Minor	\$35.00	Plus minimum \$500.00 deposit
Right-of-Way Dig Permit - Major	\$70.00	Plus minimum \$1,000.00 deposit
Snow Storage Permit (commercial)	\$250.00	Plus \$250.00 deposit
Snow Storage Permit (non-commercial)	\$10.00	Per regular dump truck load (non-commercial hauler)
Snow Management Permit	\$25.00	
Snow Cat Permit	\$100.00	Plus \$500.00 deposit
Equipment	Weekly	Monthly
Labor Charges	\$35.00	per hour (Overtime rate = 1.5 x hours)

Sewer and Water		
Watershed Permit	\$100.00	
Pretreatment Application Fee	\$35.00	
Compulsory Refuse Collection Fee	based on contract	
Base Rates:		
Water	\$28.00	Per EQR- 1st 8000 gallons per EQR base rate
	Tier #	Rate Per 1,000 Gallons over base
	1	\$3.50
	2	\$3.75
	3	\$4.00
	4	\$4.25
	5	\$4.75
	6	\$5.50
Sewer	\$37.50	Per EQR
Sewer Pretreatment	\$13.75	Per EQR
Availability of service	\$18.00	
The above rates are based on 1 EQR. An EQR (Equivalent Residential Usage) is the amount of water and sewer used by a standard residential unit of 1875 square feet. The water/sewer director calculates the number of EQR's associated with a project.		
Water Meter Prices	\$298.00	5/8 inch meter
	\$328.00	3/4 inch meter
	\$429.00	1 inch meter
	\$783.00	1 1/2 inch meter
Water Meter Adapter Prices	\$10.00	small
	\$13.00	large
Tap Fees	\$8,100.00	water per EQR
	\$9,900.00	sewer per EQR
Water Shut Off Fee	\$50.00	
Water Reconnect Fee	\$25.00	
Fire Hydrant Meter	\$35.00	\$80.00
Hydrant Connection Fee	\$25.00	plus \$1,000 deposit (meter price) for commercial use
Hydrant Water Fee	\$8.45	per 1,000 gallons
BF Preventer	\$18.00	\$50.00
FH Valve	\$13.00	\$30.00
Nozzle	\$11.00	\$27.00
Jack Stand	\$5.00	\$12.00
Hose	\$5.00	\$12.00
Compost	\$20.00/cubic yard	
Compost per Pick-up truck load	\$20.00	
Septic Tank Sludge, sanitary tanks	\$30/load + \$.20/gallon	
RV Septic Tank Dump	\$10.00	
RV Water Tank Fill	\$5.00	
Non-potable Water Truck Fill Station	\$10.00	per truck fill

Liquor Enforcement Division Fee Schedule (08/09/2017)

Application Fees



	Local Fee	State Fee
Application Fee	up to \$1000.00	\$1,550.00
Application Fee with Concurrent Review	up to \$1000.00	\$1,750.00
Application Fee Transfer of Ownership	\$750.00	\$1,550.00
Application Fee Additional Liquor-Licensed Drugstore	up to \$1000.00	\$1,830.00
Application Fee Additional Liquor-Licensed Drugstore with Concurrent Review	up to \$1000.00	\$2,030.00
Application Fee Manager Permit	N/A	\$200.00
Application Late Renewal Fee (Not more than 90-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fee (More than 90-days but less than 180-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fine (More than 90-days but less than 180-days of license expiration date)	\$25.00 a day beyond 90-day expiration date	\$25.00 a day beyond 90-day expiration date
Annual Renewal Application Fee	\$100.00	\$0.00
Annual Art Gallery Fee	\$100.00	\$0.00

Retail License Fees

	Local Fee City	State Fee City	Local Fee County	State Fee County
Art	\$41.25	\$308.75	\$41.25	\$308.75
Beer & Wine	\$48.75	\$351.25	\$63.75	\$436.25
Brew Pub	\$75.00	\$750.00	\$75.00	\$750.00
Club	\$41.25	\$308.75	\$41.25	\$308.75
Distillery Pub	\$75.00	\$750.00	\$75.00	\$750.00
Hotel & Restaurant	\$75.00	\$500.00	\$75.00	\$500.00
Hotel Restaurant with one Optional Premises	\$75.00	\$600.00	\$75.00	\$600.00
Each Additional OP License		\$100.00		\$100.00
Resort Complex	\$75.00	\$500.00	\$75.00	\$500.00
Campus Liquor Complex	\$75.00	\$500.00	\$75.00	\$500.00
Related Facility – Campus Liquor Complex	\$15.00	\$160.00	\$15.00	\$160.00
Liquor-Licensed Drugstore	\$22.50	\$227.50	\$37.50	\$312.50
Lodging & Entertainment	\$75.00	\$500.00	\$75.00	\$500.00
Optional Premises	\$75.00	\$500.00	\$75.00	\$500.00
Racetrack	\$75.00	\$500.00	\$75.00	\$500.00
Retail Gaming Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Retail Liquor Store (City)	\$22.50	\$227.50	\$37.50	\$312.50
Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Vintner's Restaurant	\$75.00	\$750.00	\$75.00	\$750.00
3.2% Beer On Premises	\$3.75	\$96.25	\$7.50	\$117.50
3.2% Beer Off Premises	\$3.75	\$96.25	\$7.50	\$117.50
3.2% Beer On/Off Premises	\$3.75	\$96.25	\$7.50	\$117.50

Local and State Issued Permit Fees

	Local Fee City	Local Fee County	State Fee
Art Gallery Permit	\$3.75	\$3.75	\$71.25
Bed & Breakfast Permit	\$3.75	\$3.75	\$71.25
Each Resort-Complex-Related Facility Permit	\$15.00	\$15.00	\$160.00
Special Event Permit			
Malt, Vinous and Spirituous Liquor	\$100.00	\$100.00	\$25.00 Per Day
Fermented Malt Beverage (3.2% Beer)	\$100.00	\$100.00	\$10.00 Per Day
Mini Bar Permit with Hotel Restaurant License	\$48.75	\$48.75	\$276.25

State License Fees

	Fee
Limited Winery License	\$70.00
Manufacturer's License (Distillery or Rectifier)	
On or after August 10, 2016, and before August 10, 2017	\$675.00
On or after August 10, 2017	\$300.00
Manufacturer's License (Brewery)	\$300.00
Manufacturer's License (Winery)	\$300.00
Nonresident Manufacturer's License (Malt Liquor)	\$300.00
Importer License	\$300.00
Wholesaler's Liquor License	
On or after August 10, 2016, and before August 10, 2017	\$800.00
On or after August 10, 2017	\$550.00
Wholesaler's Beer License	\$550.00
Public Transportation (dining, club or parlor car; plane; bus or other vehicle)	\$75.00
3.2 % Beer Wholesaler License	\$150.00
3.2% Beer Manufacturer's License	\$150.00
3.2% Beer Importer's License	\$150.00
3.2% Nonresident Manufacturer License	\$150.00



Additional Fees

	Local Fee	State Fee
Alternating Proprietor Licensed Premises	N/A	\$300.00
Change of Location	Not to exceed \$750	\$300.00
Change of Trade Name/Corporate Name	N/A	\$100.00
Corporate/LLC Change (Per Person)	\$100	\$200.00
Duplicate License	N/A	\$50.00
Add Optional Premises to Hotel & Restaurant License	N/A	\$200.00
Limited Liability Change	N/A	\$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment)	\$75.00	\$75.00
Master File Background	N/A	\$500.00
Master File Location Fee (Per Location)	N/A	\$50.00
Modification of Premises	N/A	\$300.00

State Only Issued Permits

	Fee
Winery Direct Shipper Permit	\$100.00
Wine Packaging Permit	\$200.00
Wine Festival Permit	\$25.00
Branch Warehouse or Warehouse Storage Permit	\$200.00
Retail Warehouse Storage Permit	\$200.00
Manager Permit Registration (Liquor-Licensed Drugstore)	\$100.00



Staff Report

October 11, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lois Rozman, Finance Director
Subject: Resolution No. 63, Series 2017 – Adopting Mill Levy for 2018 Budget

Summary:

The Town has two distinct mill levies, one for the General Fund and one for the Street Fund.

- **General Fund:** The General Fund mill levy must follow TABOR rules and the calculation for 2018 using a calculated local growth rate plus Denver/Boulder/Greeley CPI per TABOR requirements, sets the mill levy to a net of 2.537 mills. This is a 0.203 mill decrease from 2017 due to the growth rate calculation and increase in assessed valuation of property within the Town of Crested Butte. The maximum mill levy for the General Fund is 7.30 mills. In order to preserve this mill level, the Town annually issues a temporary tax credit allowed under TABOR to get the net mill levy. For the 2018 budget, the temporary tax credit is 4.763 mills.
- **Street Fund:** The Street Fund mill levy is exempt from TABOR requirements by virtue of the ballot language with which it was voted upon. The maximum mill levy for the Street Fund is 16.00 mills. The mill levy for the 2018 budget is set to remain at 8.000. The Town internally splits the Street mill levy between regular street projects and the upcoming needs of the transportation plan. For 2018 the 8.000 mills is broken down as 6.000 mills for Streets and 2.000 for needs coming from the transportation plan. This represents a shift of 1 full mill from streets to transportation.

Recommendation: Staff recommends setting Resolution No. 63 for public hearing at the November 6 Council meeting.

Possible Motion: I move to set Resolution No. 63, Series 2017 for public hearing at the November 6, 2017 Council meeting.

**RESOLUTION NO. 63
SERIES 2017**

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE MILL LEVY FOR THE TOWN OF CRESTED BUTTE, COLORADO FOR THE FISCAL YEAR 2018, BEGINNING THE FIRST DAY OF JANUARY 2018 AND ENDING THE LAST DAY OF DECEMBER 2018.

WHEREAS, the mill levy for the Town is presently 7.30 for General operating purposes and 8.00 for Street and Alley on an assessed valuation of \$86,570,000; and

WHEREAS, the assessed valuation of taxable property for the year 2017 in the Town of Crested Butte, as determined by the County Assessor of Gunnison County, Colorado is \$96,183,360; and

WHEREAS, the Town Council has determined that it is in the public interest to maintain the mill levy for the upcoming fiscal year.

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

Section 1. That for the purpose of defraying expenses of the "General Fund", the Town Council has determined that the proper mill levy shall be 7.300 mills with a Temporary Tax Credit of 4.763 mills for a net mill levy of 2.537 mills; and during the fiscal year beginning January 1, 2018 and ending December 31, 2018, there is hereby levied a net tax of 2.537 mills upon each dollar of total assessed valuation of all taxable property within the Town of Crested Butte, Colorado.

Section 2. That for the purpose of maintaining a "Street and Alley Fund" pursuant to Ordinance No. 3, Series 1987, Town of Crested Butte, Colorado, the Town Council has determined that the proper mill levy shall be 8.000 mills; and during the fiscal year beginning January 1, 2018 and ending December 31, 2018, there is hereby levied a tax of 8.000 mills upon each dollar of total assessed valuation of all taxable property within the Town of Crested Butte, Colorado.

INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS SIXTEENTH DAY OF OCTOBER, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF NOVEMBER, 2017.

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

By _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

October 10, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lois Rozman, Finance Director
Subject: 2018 Budget

Summary: Resolution No. 64, Series 2017 adopts the 2018 budget. Council held work sessions on September 5, September 18 and October 2 dealing with the proposed 2018 budget for the various funds of the Town. The budget attached to Resolution No. 64 is the product of those work sessions.

Discussion:

Changes made to the 2018 budget from what was presented to the Council in previous work sessions:

General Fund:

- Revenue adjustments due to more accurate information available, main adjustments were to sales tax (include state sales tax on MJ) and Creative District Grants (reduce grant amount).
- Council's budget was increased by \$2,310 for the continuing Coal Creek Site Specific Standards project. Contribution from Reserve was increased by this same amount.

Sewer/Water Fund:

- 2017 Biofilter Replacement project not able to be completed due to WWTP Upgrade construction project, carry over \$2,750 to 2018

Sales Tax Fund:

- Added \$30,000 for parking planning process to be taken from the Transportation portion of the fund balance.
- Added \$19,000 to the Contribution to Affordable Housing line to bring it to a total of \$135,000 due to the additional amount needed in 2017 & 2018 to complete the school build project

Street & Alley Fund:

- Additional \$10,000 in Street Signs for new odd/even day parking regulations for winter snow removal purposes
- New line item called "Striping" for \$10,000 to paint "STOP" at crossbars and additional curb painting to deter parking within 30 feet of stop signs in core area as per parking committee recommendations

- Increase engineering to \$20,000 to update Public Works Criteria for Design & Construction manual
- Reduce Streets R&M by \$5,000 due to moving striping to its own line item

Affordable Housing Fund:

- Increased the Housing Maintenance line by \$10,000 to do a second coat of paint on the school build project. Also changed the 2017 Town Rental Build projected amount from \$160,000 to \$169,000.

Recommendation: Staff recommends setting Resolution No. 64 for public hearing at the November 6th Council meeting.

Possible Motion: I move to set Resolution No. 64, Series 2017 for public hearing at the November 6, 2017 Council meeting.

**RESOLUTION NO. 64
SERIES 2017**

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE BUDGET AND APPROPRIATING SUMS OF MONEY FOR THE TOWN OF CRESTED BUTTE, COLORADO FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF JANUARY 2018, AND ENDING THE LAST DAY OF DECEMBER 2018, ESTIMATING THE AMOUNT OF MONEY NECESSARY TO BE DERIVED FROM REVENUE SOURCES, AND SETTING FORTH THE TOTAL ESTIMATED EXPENDITURES FOR EACH FUND.

WHEREAS, the Town Manager is directed to prepare the annual budget for the Town of Crested Butte, Colorado for the fiscal year beginning January 1, 2018, and ending December 31, 2018, and has prepared said budget and submitted to the Town Council, and

WHEREAS, the Town Council has reviewed the proposed budget as submitted by the Town Manager and is fully advised in the premises, and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at the Town Hall, so that interested taxpayers could be given the opportunity to file or register any objections to said proposed budget at the Council meetings when budget was set for public hearing, and then heard, and

WHEREAS, the Town Council has held its public hearing, and

WHEREAS, whatever increases may have been made in the expenditures, equal increases were added to the revenues to present a balanced budget as required by law.

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

That the following expenditures and interfund transfers for the various funds of the Town of Crested Butte be as follows:

GENERAL FUND	\$ 4,406,211
GENERAL CAPITAL FUND	\$ 3,066,604
SEWER & WATER FUND	\$ 3,530,065
STREET & ALLEY FUND (The Street & Alley Fund budget includes Highway Users money in the amount of \$51,274.)	\$ 1,193,002

CONSERVATION TRUST FUND	\$ 0
SALES TAX FUND	\$ 4,857,427
(The Sales Tax Fund budget includes \$3,537,307 in transfers to the General, Capital and Affordable Housing funds.)	
AFFORDABLE HOUSING FUND	\$ 542,300
TOTAL	\$17,595,609

That the budget for the Town of Crested Butte, Colorado for the fiscal year beginning January 1, 2018, and ending December 31, 2018, as heretofore submitted to the Town Council by the Town Manager is hereby adopted and approved as the Budget for the Town of Crested Butte, Colorado for said fiscal year.

INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS SIXTEENTH DAY OF OCTOBER, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF NOVEMBER, 2017.

TOWN OF CRESTED BUTTE

(SEAL)

By _____
Glenn Michel, Mayor

ATTEST:

By _____
Lynelle Stanford, Town Clerk



**TOWN OF CRESTED BUTTE
2018 BUDGET**



Town of Crested Butte
2018 Budget
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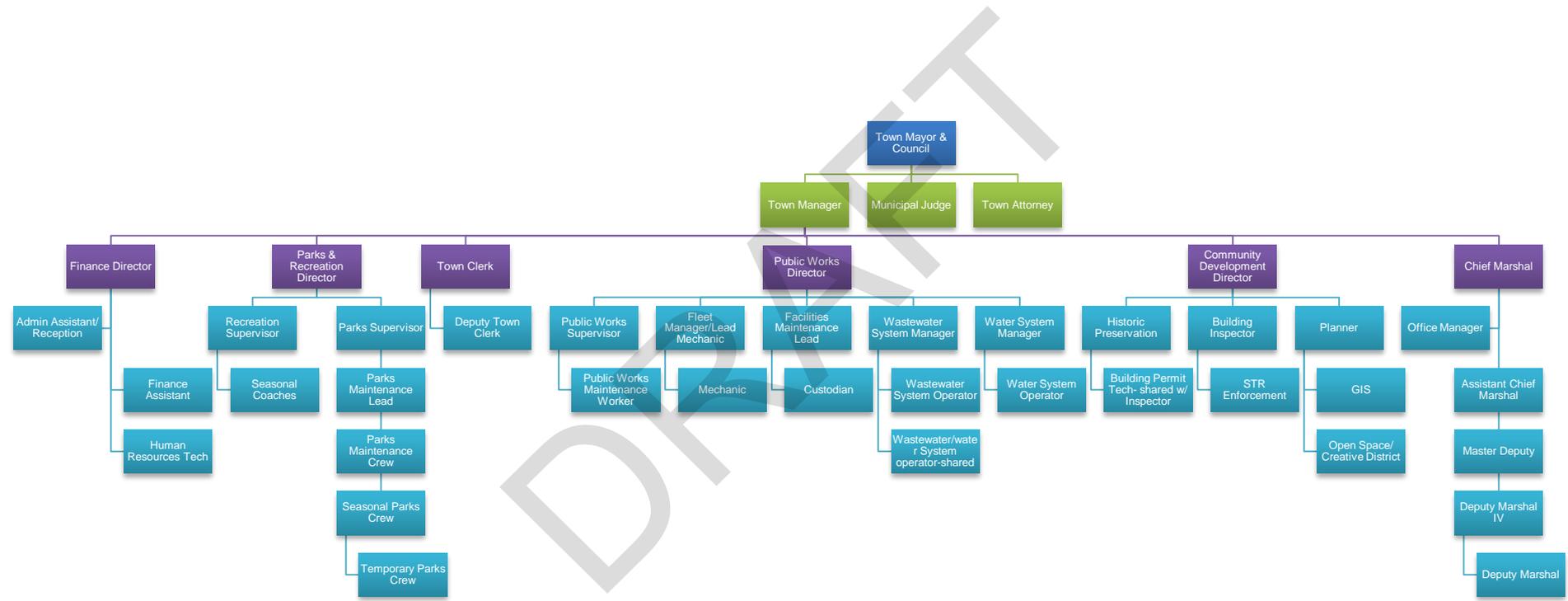
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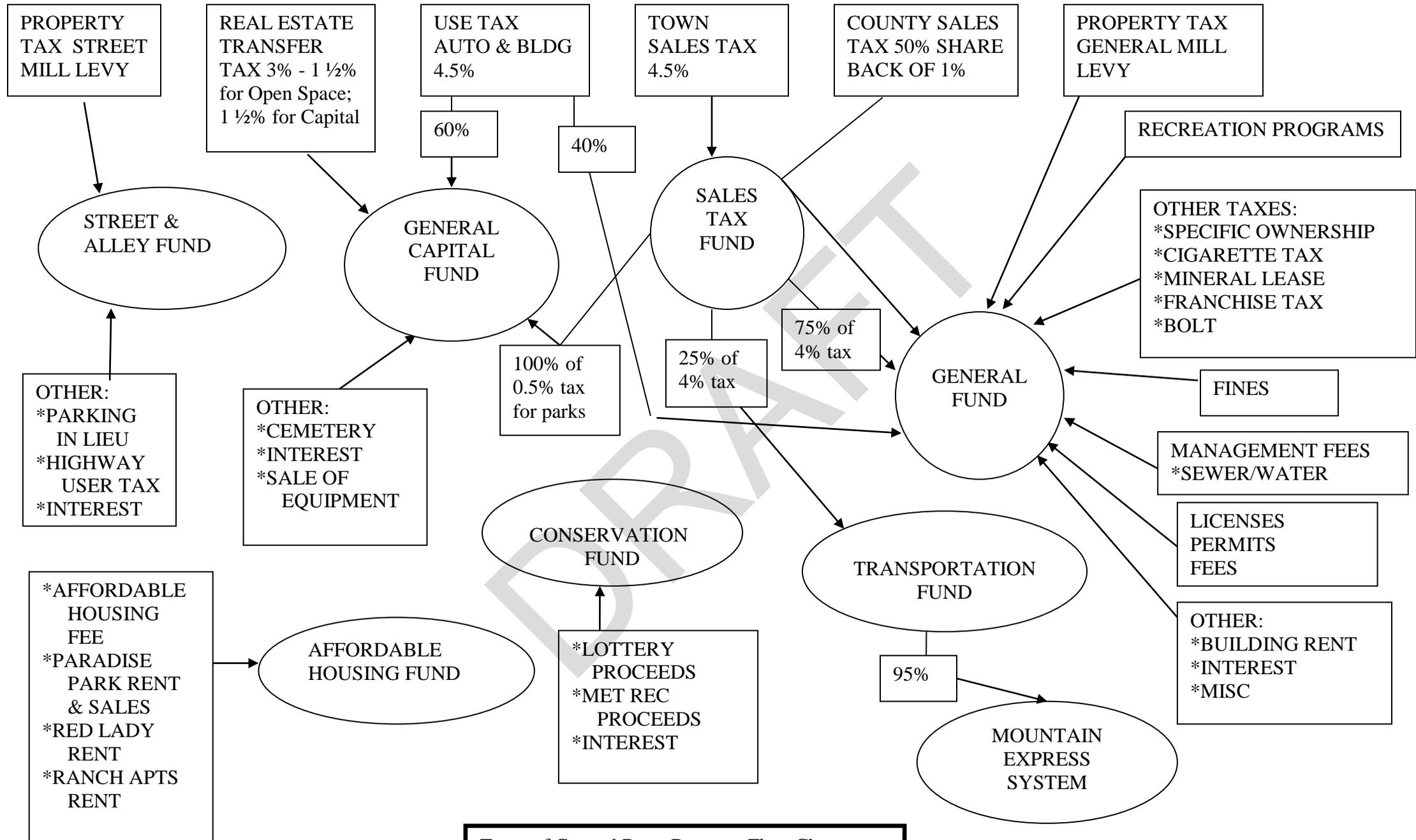
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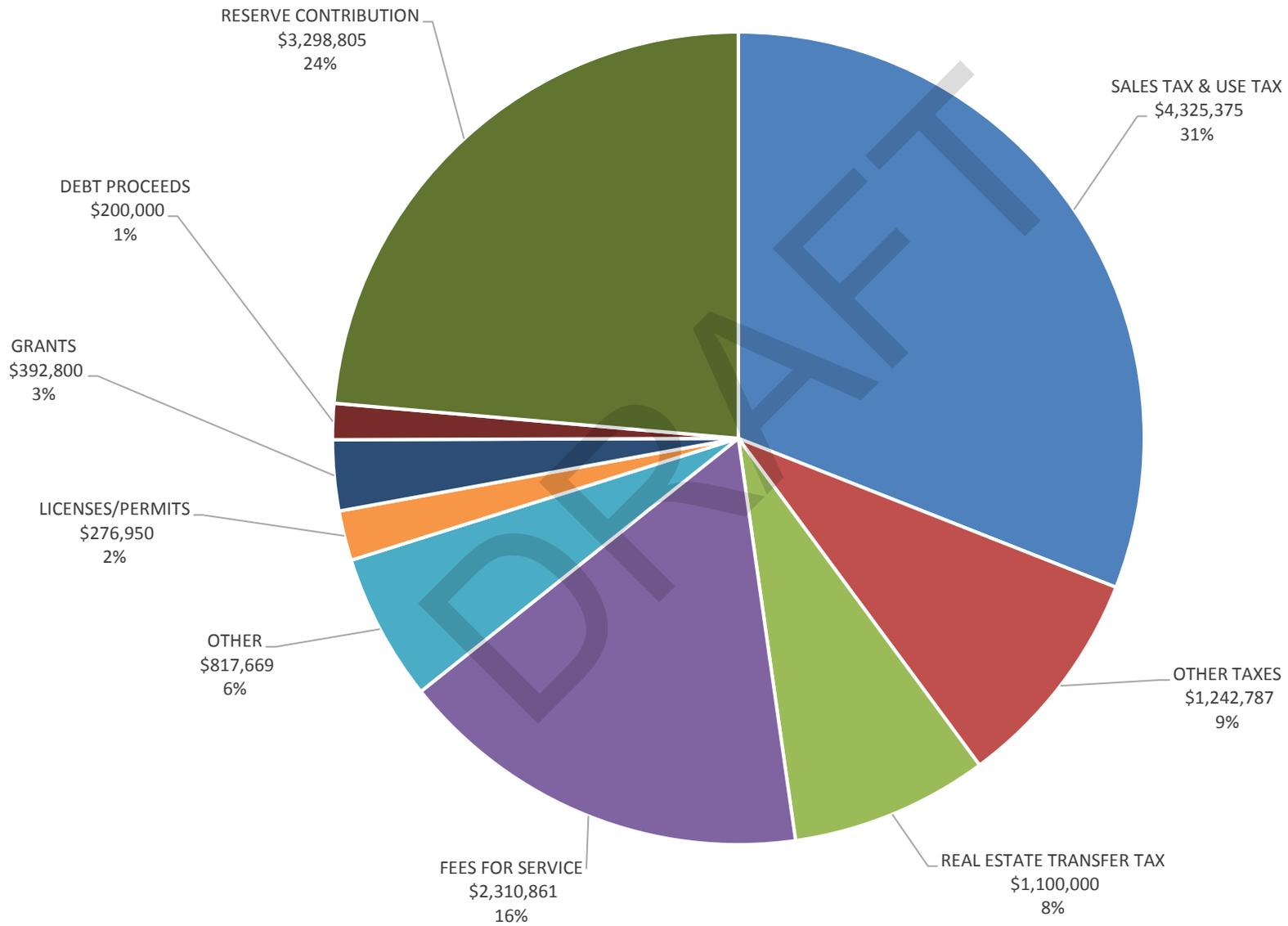
Town of Crested Butte Organization Chart



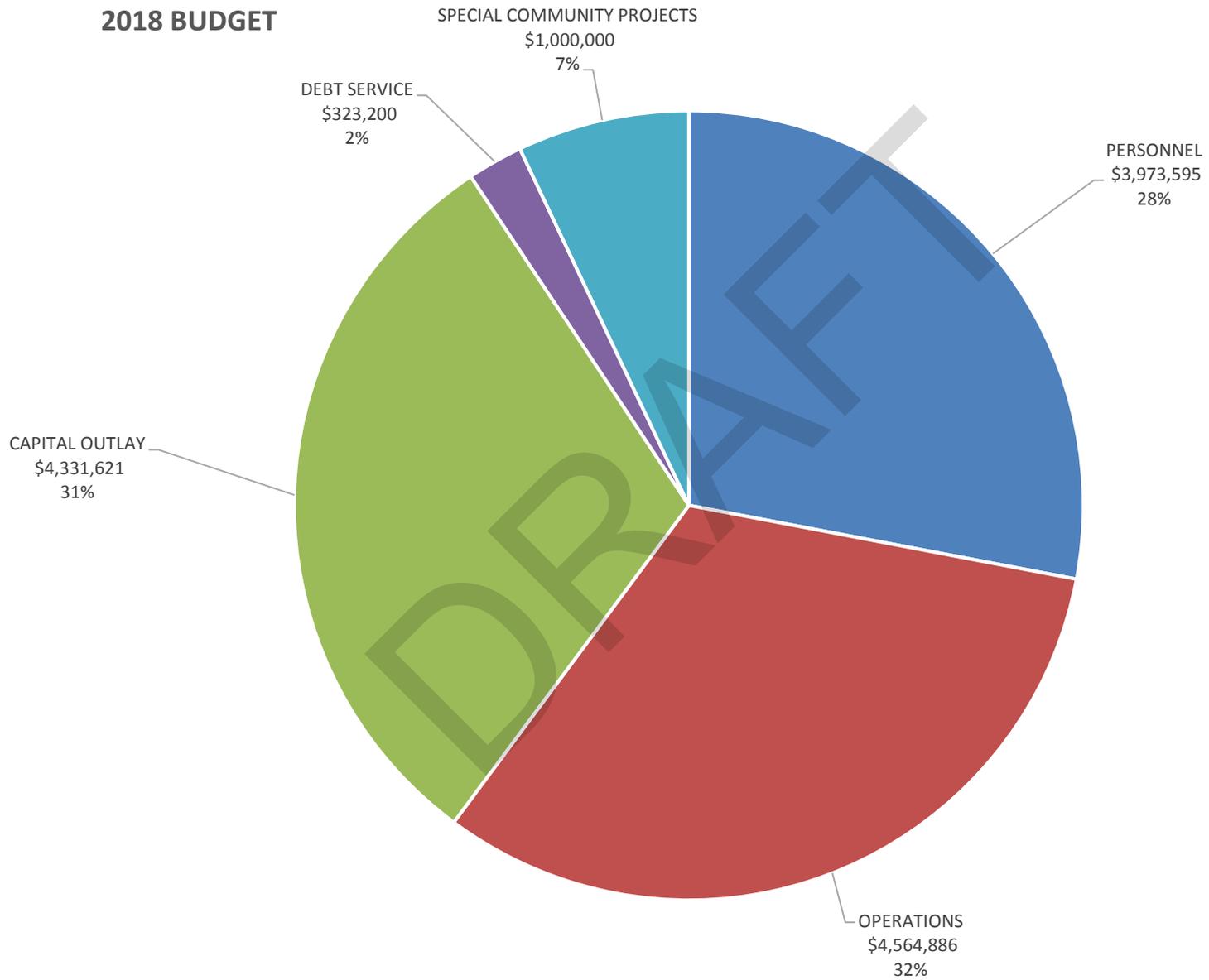


Town of Crested Butte Revenue Flow Chart
 (does not include enterprise funds)
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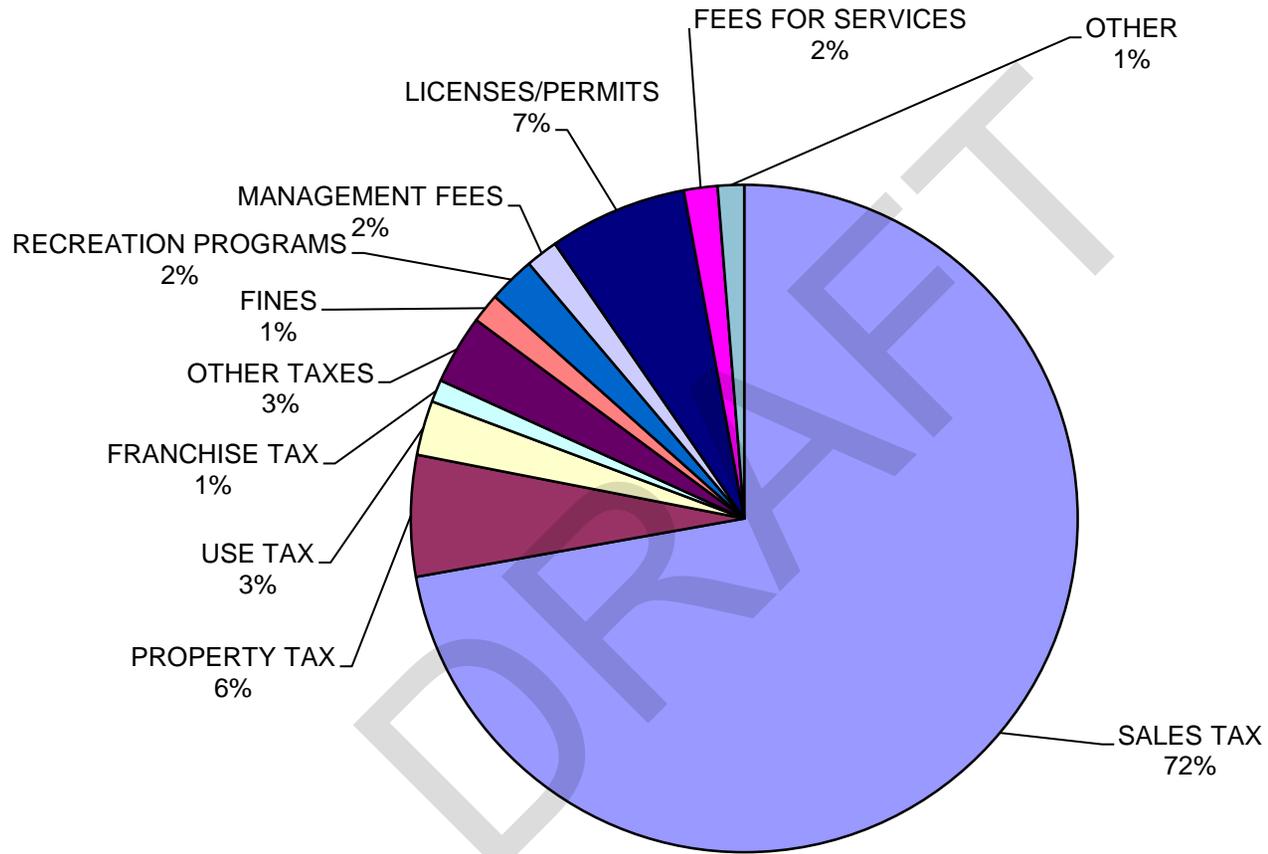
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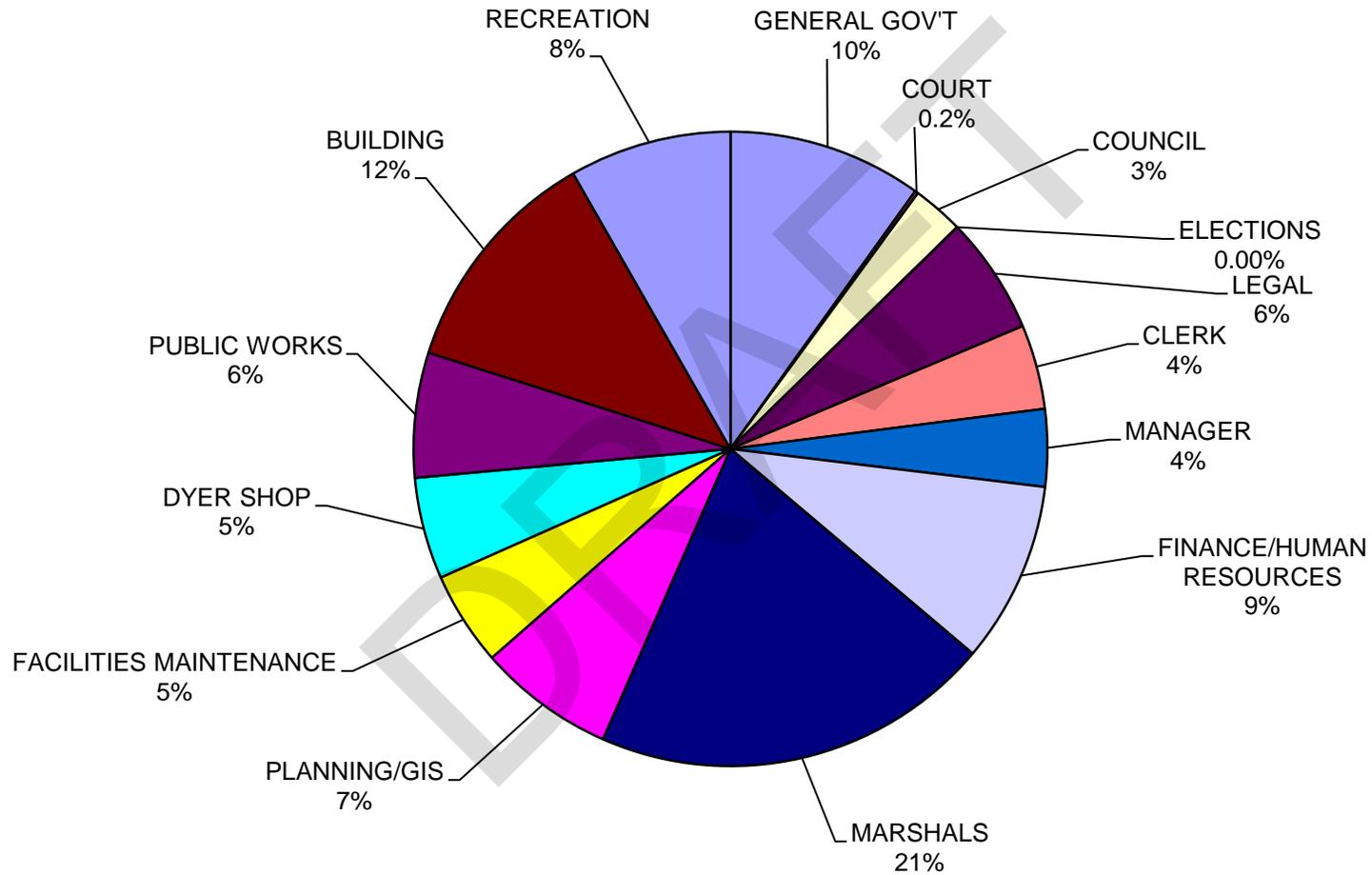
**EXPENDITURES
ALL FUNDS COMBINED
2018 BUDGET**



GENERAL FUND REVENUE 2018 BUDGET



GENERAL FUND EXPENSES 2018 BUDGET



GENERAL FUND 2018 BUDGET HIGHLIGHTS

The General Fund is the main operating fund for the Town of Crested Butte. The main sources of revenue are sales tax, use tax, permits & licenses, fees for services and recreation program revenue. Departments of the General Fund include general government, court, council, elections, legal, clerk, manager, finance, marshals, planning, town shop, public works, building, facility maintenance and recreation. Expenditures include personnel, utilities, property and liability insurance, community grants, office expenses, tools and equipment, vehicle fuel and maintenance, and program expenses.

2017 Changes:

- General Government – increased towing expense due to heavy winter snow plowing
- Council – increase for CBMBA backcountry conservation corps expenditure
- Court – (decrease) reduction in outside attorney for a court case/trial; cost reimbursed by defendant
- Legal – (decrease) Mt. Emmons special project lower than anticipated, change in attorneys
- Public Works (decrease) – more wages charged to projects than anticipated in budget
- Recreation (decrease) – gymnastics program expenses lower than budgeted as the program was not run for the full year due to lack of instructors, no intern hired, winter zamboni drivers not fully staffed, employee turnover

2018 Highlights:

REVENUE:

- Sales Tax revenue accounts for the majority (72%) of the General Fund revenues not including reserve contribution. The maximum amount of sales tax collections that may be distributed to the General Fund is 75% of the 4% tax. The 2018 budget anticipates needing the full 75%.
- Building revenues are expected to be similar to 2017 collections.
- Property tax revenue must follow TABOR rules and is estimated to have a very small increase in revenue due to the local growth calculation. The overall mill levy is projected to decrease from a net of 2.740 mills to 2.537 mills due to the increase in assessed valuation.
- Recreation program revenue is projected to be up from 2017 actual program revenue anticipating full programs.
- Contribution from reserve is similar to 2017 projected. Items identified as eligible to come from the reserve are: community grants, energy action plan update, legal fees for Mt. Emmons and Cypress annexation, new phone system and new Council table & chairs.

EXPENDITURES:

- Personnel wage increases are budgeted at 4%. Health insurance rates increased 5.5%.
- There are 2 staffing position changes being requested in 2018.
 - Planning Dept. – Increasing the hours of the part-time GIS position from 20 per week to 24 per week; increase may be tied to the additional mapping work on vacation rental licensing and offset with the license fees.
 - Public Works additional full-time employee. Expense of this employee is split 50/50 with the Street Fund.
 - An 8th officer for the Marshal's department was requested but is not being brought forward in this budget.

- Departments with significant decrease in expenditures from 2017:
 - Elections – off year, no election projected
 - Legal – water right expenses moved from General Fund to Sewer & Water Fund
 - Manager – Residence lease/purchase final payment in 2017
- Departments with greater than 5% increase from 2017 budget:
 - General Government – new phone system, property/liability insurance increase
 - Council – New table & chairs, strategic planning
 - Planning – Annexation review & sled hill planning, new plotter/scanner, wage increase to move ½ of dept. director from Building dept. to Planning dept.
 - Facilities Maintenance – additional employee hired in late 2017 in budget for full year
 - Public Works – ½ of additional employee
 - Building – Addition of Vacation Rental Inspector position and related expenses, Energy Action Plan update
 - Recreation – Warming house fundraising, hire soccer head coach,
- Other items:
 - Utilities generally have a 10% increase
 - Property and liability insurance increased by 25%
 - Market survey was completed for all jobs and pay ranges adjusted accordingly, 3 positions needed greater than 4% increase in order to bring them to the range minimum

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GENERAL FUND SUMMARY					Variance	% Change
	2016	2017	2017	2018	Budget 17	17 Budget
	ACTUAL	BUDGET	PROJECTED	BUDGET	to Budget 18	18 Budget
REVENUES	3,752,145	3,834,986	3,864,514	4,162,522	327,535	8.5%
CONTRIBUTION FROM RESERVE		414,410	252,328	244,310		
TOTAL REVENUES	3,752,145	4,249,396	4,116,842	4,406,832	157,435	3.7%
DEPARTMENT EXPENSES:						
GENERAL GOVERNMENT	314,565	395,949	403,981	436,392	(40,443)	10.2%
COURT	8,706	15,392	9,013	7,360	8,032	-52.2%
COUNCIL	65,502	74,028	77,951	114,975	(40,948)	55.3%
ELECTIONS	6,164	11,600	11,600	0	11,600	-100.0%
LEGAL	381,727	442,100	395,750	264,100	178,000	-40.3%
CLERK	157,170	191,893	190,940	189,624	2,269	-1.2%
MANAGER	230,878	216,841	211,733	173,645	43,196	-19.9%
FINANCE/HR	341,083	397,726	384,540	407,273	(9,547)	2.4%
MARSHALS	832,747	866,352	868,775	900,437	(34,085)	3.9%
PLANNING/GIS	150,664	226,282	220,182	306,993	(80,711)	35.7%
FACILITIES MAINTENANCE	120,630	156,931	152,705	211,112	(54,181)	34.5%
TOWN SHOP	187,019	220,136	217,986	228,491	(8,355)	3.8%
PUBLIC WORKS	209,800	263,472	246,371	280,393	(16,921)	6.4%
BUILDING	386,150	424,378	402,342	521,045	(96,666)	22.8%
RECREATION	283,990	338,884	291,023	364,370	(25,486)	7.5%
TOTAL EXPENSES	3,676,795	4,241,965	4,084,892	4,406,211	(164,246)	3.9%
REVENUE OVER(UNDER) EXPENSES	75,350	7,431	31,950	621		
FUND BALANCE	3,883,488	3,476,509	3,663,110	3,419,421		
2017 Reserve Contribution: \$100,000 for Community Grants; \$280,000 legal projects (Cypress/Mt Emmons/Water cases);						
\$34,410 Broadband MOU						
2018 Reserve contribution -- \$104,000 Community Grants, \$33,000 phone system, \$15,000 Energy Action Plan update,						
\$50,000 Mt Emmons legal, \$20,000 Cypress legal, \$20,000 Council desk & chairs, \$2,310 Coal Creek Site Specific Standards						

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-REVENUES				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
PROPERTY TAX	228,831	237,279	237,279	244,046
SPECIFIC OWNERSHIP TAX	53,287	45,000	50,000	50,000
SALES TAX	2,735,498	2,847,407	2,847,407	3,003,976
CIGARETTE TAX	10,797	8,000	9,000	9,000
USE TAX - GENERAL CAPITAL	118,672	110,000	110,000	110,000
CNTY SALES/MINERAL LEASE	27,406	20,000	20,000	20,000
TELEPHONE TAX	4,058	4,000	5,000	5,000
GAS FRANCHISE TAX	24,499	30,000	26,000	30,000
INTEREST & PENALTIES	858	600	600	750
CATV LEASE	10,501	10,000	10,000	10,000
LIQUOR LICENSES	7,956	8,000	8,000	8,000
BUSINESS LICENSES	28,973	25,000	28,000	28,000
VACATION RENTAL LICENSES				165,000
DOG LICENSES	744	750	550	750
BUILDING PERMITS	65,791	65,000	65,000	65,000
PLAN REVIEW-BLDG	23,491	24,000	20,000	24,000
SPECIAL REVIEW/INSPECTION-BLDG	0	6,000	0	6,000
ENERGY MITIGATION FEE	(5,510)	0	264	0
SIGN PERMITS	646	600	650	600
CERTIFICATE OF ASSESSMENT	305	200	250	250
MISC BUILDING FEES	21,429	3,500	3,500	3,500
BOZAR FEES	16,875	16,000	16,000	16,000
SIDEWALK CAFÉ LICENSE	2,790	2,800	3,100	3,100
MISC LICENSE FEES	1,800	2,500	2,500	2,500
LICENSE PLATE FEES	6,757	6,000	6,500	6,500
OCCUPATION TAX	50,772	48,000	54,000	54,000
DEPT OF JUSTICE GRANT		7,000	17,768	
CREATIVE DISTRICT GRANT	5,000	30,000	30,000	3,000
MGMT FEES SEWER AND WATER	65,000	65,000	65,000	65,000
MECHANIC/GIS-SW	18,000	18,000	18,000	18,000
COUNTY COURT - FINES	3,255	2,000	2,000	2,000
TICKET SURCHARGE	894	1,000	1,000	1,000

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-REVENUES				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
FINES - GENERAL	25,980	25,000	25,000	25,000
COURT COSTS	2,580	1,300	3,000	2,500
DOG TICKETS	420	750	750	750
TOWING FEES	37,095	22,000	40,000	27,000
VIN INSPECTIONS/FINGERPRINTS	677	1,000	1,000	1,000
INTEREST INCOME	3,895	3,000	3,500	5,000
RENT- TOWN BLDGS	39,243	40,000	40,000	40,000
SPECIAL EVENTS FEES	7,025	6,000	6,000	6,000
COPIES/RESEARCH FEES	685	300	300	300
GYMNASTICS	13,650	12,500	2,800	12,500
TUMBLE BUG	408	600	600	600
SOCCER FEES	5,240	6,000	6,000	6,000
BASKETBALL FEES	2,350	1,200	3,000	3,000
SKATEPARK FEES				1,000
ICE SKATING LESSONS		1,000	1,228	1,200
TENNIS TOURNAMENT		1,000	0	0
TENNIS LESSONS	8,515	10,000	15,000	15,000
SOFTBALL FEES-ADULT	12,531	12,000	12,000	12,000
DODGEBALL	0	500	0	0
VOLLEYBALL FEE	433	1,000	1,000	1,000
BASEBALL FEES	7,200	8,000	4,928	5,000
FLAG FOOTBALL	1,191	1,200	800	1,200
CHEER CAMP	495	0		0
PARK FEES	42,796	34,000	37,240	37,500
OTHER REVENUE	10,361	3,000	3,000	4,000
CONTR. FROM RESERVE		414,410	252,328	242,000
Total Revenue	3,752,145	4,249,396	4,116,842	4,404,522

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-GENERAL GOVERNMENT				
	2016	2017	2017	2017
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	51	0		0
HEALTH INSURANCE	2,684	0		0
TELEPHONE	6,077	6,250	6,250	6,250
TELEPHONE-DEPOT	1,314	1,380	1,380	1,380
UTILITIES - 308 OFFICES	4,146	5,445	5,445	5,990
UTILITIES - OTH/JAIL	67	100	100	100
UTILITIES-TOWN HALL	10,030	14,036	14,036	15,440
UTILITIES-DEPOT	6,199	10,000	8,000	10,000
UTILITIES-OTHER	1,824	2,420	2,420	2,662
OFFICE SUPPLIES	4,657	8,500	7,500	7,500
POSTAGE	6,052	6,000	4,000	6,000
COPIER LEASE/MAINTENANCE	7,080	8,000	8,200	9,000
AUDITING	4,900	5,500	5,000	5,500
RECORDING - COUNTY	133	500	500	500
INSURANCE AND BONDS	23,337	26,400	24,000	30,000
INSURANCE LIABILITY	2,000	4,000	4,000	4,000
DUES AND SUBSRIPTIONS	8,739	15,000	12,000	12,000
SPECIAL EVENTS	860	3,000	3,000	3,000
TRASH PICKUP	6,678	7,000	7,000	7,000
REPAIR & MAINT - MACHINES	0	3,000	3,000	3,000
POSTAGE METER RENTAL	621	750	750	750
TOWING EXPENSE	38,170	24,000	43,000	35,000
FUEL	0	300	0	0
R&M VEHICLE	0	750	0	0
TOWN CLEANUP	2,994	3,500	2,500	3,500
ELECTRONIC RECYCLING		4,000	4,000	4,000
OTHER EXPENSES	9,306	12,000	14,000	12,000
COMMUNITY GRANTS	82,950	100,000	100,000	104,000
ENERGY CONSERVATION	0	2,000	2,000	2,000
TREASURER FEES	4,740	7,118	6,900	7,321
OCCUPATIONAL TAX - CHAMBER	47,495	50,000	50,000	50,000
COMPUTER/IT - MAINTENANCE & CAPITAL	30,071	35,000	35,000	68,000

EMPLOYEE RETIRE/TRANSITION CONTINGENCY	1,390	30,000	30,000	20,000
SAFETY AWARD PROGRAM				500
TOTAL EXPENSES	314,565	395,949	403,981	436,392

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TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-COURT				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
WAGES	5,600	6,500	6,500	6,795
FICA	428	497	497	520
CONTRACT LABOR	2,653	350	1,494	0
TRIAL COSTS	0	8,000	477	0
UNEMPLOYMENT INSURANCE	14	20	20	20
WORK COMP INSURANCE	11	25	25	25
TOTAL EXPENSES	8,706	15,392	9,013	7,360

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-COUNCIL				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
FICA	3,007	2,938	3,098	3,557
TELEPHONE	1,464	2,100	2,100	2,100
OFFICE SUPPLIES	1,819	4,200	4,200	24,200
COUNCIL COMPENSATION	37,847	38,400	38,400	44,400
DISCRETIONARY FUND	2,932	7,500	14,552	7,500
COAL CREEK WATERSHED COALITION	12,658	8,000	8,000	2,310
STRATEGIC PLAN				20,000
TRAVEL AND EDUCATION	5,642	10,500	7,500	10,500
UNEMPLOYMENT INSURANCE	89	115	57	133
WORK COMP INSURANCE	44	275	44	275
TOTAL EXPENSES	65,502	74,028	77,951	114,975
Office Supplies iPads/council table & chairs				

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-ELECTIONS				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
PROFESSIONAL SERVICES	6,164	11,000	11,000	
OFFICE SUPPLIES		500	500	
ADVERTISING AND LEGAL		100	100	
TOTAL EXPENSES	6,164	11,600	11,600	0

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TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-LEGAL				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
OFFICE SUPPLIES	2,797	2,000	750	2,000
LEGAL FEES - Town Attorney	143,218	150,000	170,000	192,000
LEGAL FILING FEES	0	100	0	100
MT. EMMONS-SPECIAL PROJECT	150,763	150,000	75,000	50,000
CYPRESS FOOTHILLS PROJECT	27,945	20,000	40,000	20,000
WATER ATTORNEY	27,102	70,000	70,000	
ENGINEERING-WATER CASES	13,026	40,000	40,000	
LEGAL FEES-THIRD PARTY BILLOUT	4,847			
CONSULTING	12,029	10,000	10,000	10,000
TOTAL EXPENSES	381,727	442,100	395,750	264,100

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-CLERK				
	2016	2017	2017	2018
	ACTUALS	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	101,360	108,164	108,164	112,411
OVERTIME	245	500	700	900
FICA	7,601	8,313	8,328	8,668
HEALTH INSURANCE	27,750	27,079	27,079	28,377
RETIREMENT	6,657	7,015	7,015	7,576
TELEPHONE	300	300	300	300
OFFICE SUPPLIES	1,024	2,000	2,000	2,500
SOFTWARE/WEBSITE MAINTENANCE	1,092	3,000	2,000	4,500
ADVERTISING AND LEGAL	1,681	2,500	2,250	2,500
TRAVEL AND EDUCATION	2,658	5,500	5,500	5,500
UNEMPLOYMENT INSURANCE	233	324	324	337
WORK COMP INSURANCE	156	417	250	275
DUES AND SUBSCRIPTIONS	370	780	780	780
OTHER EXPENSES/CODIFICATION	965	4,500	4,750	5,000
MASTER RECORDS PROJECT	5,078	21,500	21,500	10,000
TOTAL EXPENSES	157,170	191,893	190,940	189,624

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-MANAGER				
	2016	2017	2017	2018
	ACTUALS	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	132,224	110,000	110,000	114,400
FICA	11,118	9,333	9,333	9,670
HEALTH INSURANCE	13,590	17,205	17,205	18,035
RETIREMENT	1,410	6,600	1,650	6,864
TELEPHONE	646	1,500	1,500	1,500
OFFICE SUPPLIES	878	500	500	500
TRAVEL AND EDUCATION	3,585	6,500	3,500	5,000
RECRUITING/INTERIM EXP	42,165			
UNEMPLOYMENT INSURANCE	317	330	330	343
WORK COMP INSURANCE	167	266	266	293
DUES AND SUBSCRIPTIONS	2,491	2,000	2,000	2,000
GAS AND OIL	467	2,500	2,000	2,500
R&M VEHICLE	55	1,500	500	1,500
TIRES	468			
LEASE-PRINCIPAL	17,919	17,919	13,982	
LEASE-INTEREST	1,278	1,278	357	
EMPLOYEE RECOGNITION PROGRAM	2,100	5,000	5,000	5,000
VALLEY WIDE ECONOMIC PLANNING			9,200	6,040
BROADBAND-REGION 10 MOU	0	34,410	34,410	
TOTAL EXPENSES	230,878	216,841	211,733	173,645

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-FINANCE/HR				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	206,867	248,624	248,624	249,037
FICA	15,772	19,020	19,020	19,051
HEALTH INSURANCE	54,642	66,616	63,000	56,946
RETIREMENT	23,010	22,961	20,000	23,856
TELEPHONE	306	300	300	300
OFFICE SUPPLIES	2,115	1,750	2,000	1,750
SOFTWARE MAINT/SUBSCRIPTION	20,966	30,000	23,000	27,600
TRAVEL AND EDUCATION	466	1,300	1,500	2,600
UNEMPLOYMENT INSURANCE	492	746	746	747
WORK COMP INSURANCE	356	409	350	385
DUES AND SUBSCRIPTIONS	286	6,000	6,000	6,000
SOFTWARE	15,805			9,000
TOWN STAFF LEADERSHIP TRAINING				10,000
	341,083	397,726	384,540	407,273

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-MARSHALS				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	502,098	488,651	488,651	513,804
OVERTIME	7,785	13,000	13,000	13,000
FICA	38,736	38,376	38,376	40,300
HEALTH INSURANCE	96,425	128,802	120,000	126,273
RETIREMENT	41,427	38,727	38,727	42,567
TELEPHONE	5,236	5,200	5,200	5,350
UTILITIES	5,640	6,000	6,000	6,200
OFFICE SUPPLIES	2,159	2,500	2,500	2,500
OPERATING SUPPLIES	10,220	3,500	3,500	3,500
SOFTWARE MAINTENANCE	3,429	5,697	5,697	5,697
ADVERTISING AND LEGAL	145	300	300	300
TRAVEL AND EDUCATION	16,961	5,000	6,000	5,000
UNEMPLOYMENT INSURANCE	1,139	1,505	1,505	1,580
WORK COMP INSURANCE	14,939	19,504	19,504	21,454
DUES AND SUBSCRIPTIONS	604	1,500	1,800	1,500
REPAIR & MAINT - MACHINES	560	1,000	1,000	1,100
UNIFORM EXPENSE	5,211	6,300	6,300	6,300
MEDICAL EXPENSE	419	300	300	300
EQUIPMENT	10,773	20,000	20,000	18,000
DOJ GRANT EXPENSE	1,046	7,000	21,926	0
GAS AND OIL	9,760	15,000	10,000	15,500
R&M VEHICLES	5,232	5,000	5,000	5,200
TIRES	1,955	1,600	1,600	2,400
DISPATCH FEES	44,461	45,189	45,189	56,030
COUNTY JAIL/LANGUAGE LINE	23	200	200	200
VICTIMS ASSISTANCE PROGRAM	6,364	6,500	6,500	6,381
TOTAL EXPENSES	832,747	866,352	868,775	900,437

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-PLANNING/GIS				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	102,306	122,648	122,648	170,139
FICA	8,465	9,383	9,383	13,811
HEALTH INSURANCE	8,273	18,595	18,595	19,526
RETIREMENT	7,694	7,819	7,819	8,067
TELEPHONE	820	1,200	1,200	1,200
OFFICE SUPPLIES	464	5,500	5,500	5,500
Software Subscriptions	400	1,000	700	1,600
R&M MACHINES	160	500	350	400
TRAVEL AND EDUCATION	1,787	3,000	3,800	3,500
UNEMPLOYMENT INSURANCE	247	368	368	510
WORK COMP INSURANCE	167	269	200	240
DUES AND SUBSCRIPTIONS	338	500	369	400
TRAIL TOOLS & SIGNAGE	1,000	-	-	-
SPECIAL PROJECTS	0	2,000	1,800	3,000
GIS/GPS STATION		1,000	600	-
CREATIVE DISTRICT	15,489	43,000	35,500	32,200
CREATIVE DIST. WAGES	3,054	9,500	9,500	10,400
T&E CREATIVE DISTRICT		2,000	1,850	1,500
ANNEXATION REVIEW/SLEDHILL PLANNING				25,000
EQUIPMENT				10,000
TOTAL EXPENSES	150,664	226,282	220,182	306,993

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-FACILITIES				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
WAGES	84,224	97,888	97,888	131,861
OVERTIME	1,579	1,200	3,000	3,000
FICA	6,587	7,580	7,718	10,317
HEALTH INSURANCE	12,786	21,572	18,000	29,108
RETIREMENT	2,152	3,919	3,919	5,380
TELEPHONE	300	300	300	330
OFFICE SUPPLIES	223	5,600	300	6,800
CUSTODIAL SUPPLIES:	3,325		3,476	
Cleaning Supplies	1,769	6,000	6,250	8,000
Paper Products	1,227	3,000	2,000	4,000
TRASH PICKUP	107	180	160	180
TRAVEL & EDUCATION	35	500	250	500
UNEMPLOYMENT INSURANCE	208	294	294	396
WORK COMP INSURANCE	3,824	4,398	3,700	4,440
MEDICAL			150	300
TOOLS & EQUIPMENT	586	1,000	1,500	2,750
UNIFORM ALLOWANCE:	85	500	750	750
SAFETY EQUIPMENT	0	500	350	500
FUEL & OIL	1,456	1,500	1,200	1,500
R&M VEHICLE	157	1,000	1,500	1,000
TIRES				
TOTAL EXPENSES				
	120,630	156,931	152,705	211,112

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-DYER SHOP				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	104,000	118,700	118,700	123,408
OVERTIME	0	500	500	500
FICA	7,797	9,119	9,119	9,479
HEALTH INSURANCE	39,604	43,228	43,228	45,344
RETIREMENT	10,275	11,770	11,770	12,241
TELEPHONE	920	1,200	1,100	1,200
UTILITIES	6,437	8,500	5,000	8,500
SUPPLIES	4,873	4,700	4,700	4,840
SHOP TOWELS	1,061	1,250	1,150	1,250
SOFTWARE LICENSE/MAINTENANCE		1,500	1,500	1,500
TRASH PICKUP	617	2,000	650	2,000
TRAVEL & EDUCATION	468	2,000	5,000	2,000
UNEMPLOYMENT INSURANCE	261	356	356	370
WORK COMP INSURANCE	2,838	3,264	3,263	3,589
MEDICAL	0	300	300	300
TOOLS & EQUIPMENT	3,110	3,500	3,500	3,500
UNIFORM ALLOWANCE	500	500	500	500
SAFETY EQUIPMENT	301	750	650	770
OIL & FLUIDS	3,957	7,000	7,000	7,200
TOTAL EXPENSES	187,019	220,136	217,986	228,491

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-PUBLIC WORKS				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	131,207	143,384	143,384	160,763
OVERTIME	806	1,000	800	1,000
FICA	10,084	11,045	11,030	12,375
HEALTH INSURANCE	24,566	34,418	34,418	36,175
RETIREMENT	12,352	13,886	13,886	12,635
TELEPHONE	610	1,200	1,000	1,200
UTILITIES	3,889	7,000	5,500	7,000
SUPPLIES	1,346	2,200	1,500	2,200
SAFETY EQUIPMENT	1,252	1,500	1,500	1,500
ENGINEERING AND SURVEYS	0	1,000	1,000	1,000
ADVERTISING	721	1,650	1,300	1,650
TRAVEL AND EDUCATION	1,295	2,000	2,000	2,000
UNEMPLOYMENT INSURANCE	571	433	433	485
WORK COMP INSURANCE	6,006	6,907	6,300	7,560
DUES AND SUBSCRIPTIONS	310	350	320	350
REPAIR AND MAINT.	(164)	2,000	2,000	2,000
MEDICAL	537	1,000	1,000	1,000
TOOLS AND EQUIPMENT	1,733	2,000	2,000	2,000
GAS AND OIL	5,689	13,000	6,000	10,000
R&M VEHICLES	2,152	7,500	5,000	7,500
TIRES	4,041	9,000	5,000	9,000
UNIFORM ALLOWANCE	797	1,000	1,000	1,000
TOTAL EXPENSES	209,800	263,472	246,371	280,393

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-BUILDING				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	268,410	268,483	268,483	292,521
OVERTIME	722	3,000	4,000	3,000
FICA	19,351	20,768	20,845	22,607
HEALTH INSURANCE	44,257	53,613	50,000	63,573
RETIREMENT	24,865	26,195	24,000	22,557
TELEPHONE	600	500	500	1,000
OFFICE SUPPLIES	1,180	5,000	3,200	7,500
BOZAR PROFESSIONAL SERVICE	12,085	15,000	12,000	21,000
CONSULTING-PLAN REVIEW		6,000	0	3,000
COPIER MAINTENANCE	0	750	600	750
ADVERTISING & LEGAL	3,550	6,500	6,000	6,500
TRAVEL & ED-BOZAR	2,479	3,000	2,300	28,000
CODE BOOKS	657	1,200	300	500
TRAVEL & ED-BLDG	3,334	4,500	4,200	7,200
UNEMPLOYMENT TAX	619	814	814	887
WORK COMP INSURANCE	2,178	2,505	2,500	3,000
DUES & SUBSCRIPTIONS	545	700	700	2,100
HISTORIC PRESERVATION	1,179	3,500	100	3,500
SHED PRESERVATION	0	400	0	400
GAS AND OIL	(14)	450	400	450
R&M VEHICLES	153	500	400	500
SOFTWARE	0	1,000	1,000	5,000
ENERGY ACTION PLAN UPDATE				15,000
VACATION RENTAL NOTICES/LICENSES				10,500
TOTAL EXPENSES	386,150	424,378	402,342	521,045

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-RECREATION				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SALARIES & WAGES	115,961	118,830	110,830	124,790
GYMNASTIC COACHES	7,963	12,000	2,000	12,000
TUMBLE BUG EXPENSES	358	500	500	500
TENNIS INSTRUCTORS	4,841	9,900	9,000	10,000
ICE SKATING COACHES		750	338	750
INTERN WAGES	0	4,000	0	4,000
REC FACILITY EXPENSE	11,992	12,000	12,000	12,000
TEMPORARY LABOR	1,948	5,000	5,000	5,000
ZAMBONI OPERATOR	5,822	8,900	3,700	8,900
FICA	10,123	12,594	10,394	13,039
HEALTH INSURANCE	24,417	30,984	30,984	32,483
RETIREMENT	5,821	6,173	5,323	5,265
TELEPHONE	906	1,500	1,500	1,500
TELEPHONE-WRMG HOUSE	247	700	400	700
TELEPHONE-SHOP	429	700	700	700
TRASH PICKUP	6,586	6,000	6,000	6,000
UTILITIES-SHOP	3,576	5,000	5,000	5,000
UTILITIES-ICE RINK	6,829	8,000	8,000	8,000
UTILITIES-WARMING HSE	2,760	5,000	5,000	5,000
UTILITIES-PARKS	6,588	7,000	7,000	7,000
OFFICE/CLEANING SUPPLIES	2,015	1,500	1,500	1,500
SOFTWARE MAINTENANCE	3,655	3,595	3,600	3,600
BANKCARD PROCESSING	1,978	3,000	2,000	3,000
ADVERTISING	6,301	5,000	5,000	5,000
TRAVEL AND EDUCATION	1,973	5,000	5,000	5,000
UNEMPLOYMENT INSURANCE	301	449	448	467
WORK COMP INSURANCE	5,484	5,160	5,160	5,676
DUES AND SUBSCRIPTIONS	485	500	500	500
UNIFORM ALLOWANCE	545	2,500	2,500	2,500
MEDICAL	947	600	1,000	1,000
FLAG FOOTBALL	535	600	600	600

TOWN OF CRESTED BUTTE				
2018 BUDGET				
GENERAL FUND-RECREATION				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
SOCCER EXPENSES	2,876	1,500	1,500	1,500
SOCCER COACHES	472	2,400	138	2,400
BASKETBALL	991	600	700	750
TENNIS LESSONS EXP	1,062	1,000	873	1,000
GYMNASTIC EXPENSES	2,029	1,500	7	1,500
DODGEBALL EXPENSE	0	200	0	0
VOLLEYBALL EXPENSE	485	750	750	750
SOFTBALL EXP-ADULT	9,625	10,000	10,000	10,000
JERSERYS		3,500	3,000	3,500
ICE SKATING EXPENSE		2,500	2,493	500
SKATE PARK EXPENSE	437	500	500	500
GARDEN CAMP EXPENSE	500	500	0	0
BASEBALL EXPENSES	4,264	5,000	3,000	5,000
BASEBALL COACHES	143	1,500	85	1,500
GAS & OIL	7,440	15,000	8,000	15,000
R&M VEHICLES	11,379	8,000	8,000	8,000
TIRES	901	1,000	1,000	1,000
Warming House Fundraising				20,000
TOTAL EXPENSES	283,990	338,884	291,023	364,370

WATER & WASTEWATER FUND 2018 BUDGET HIGHLIGHTS

2017 Changes:

The Wastewater Plant upgrade project is estimated to be 73% complete by the end of the year so a portion of the project cost will be rolled over into 2018. Water and wastewater system operations are projected to come in under budget for 2017, while Administration is estimated to come in over budget due to the purchase of McCormick Ditch water rights.

Revenue:

The 2018 budget anticipates fee increases to the monthly sewer service fee, monthly water service base rate fee, water usage tiered rates and to the tap-in fees.

- The increase to the monthly sewer service fee is \$2.00 per EQR, raising the fee from \$35.50/EQR per month to \$37.50/EQR per month. This is a 5.6% increase.
- The increase to the monthly water base rate is \$0.50 per EQR, raising the fee from \$27.50 to \$28.00. This is a 1.8% increase. The base fee is for 8,000 gallons per EQR. The water usage tiered system is for usage over the 8,000 gallon/EQR allotment and is scheduled to go up by \$0.50 per tier.
- Increase to the tap-in fees (system development fees) is \$500 per EQR, with \$100 going to the Water tap-in fee (\$8,000 to \$8,100) and \$400 going to the Sewer tap-in fee (\$9,500 to \$9,900). The total for 1EQR is going from \$17,500 to \$18,000.

The segment information worksheet shows the necessity for the rate increases. With the rate increases, the operating loss for the wastewater system is \$48,139 and the water system is \$14,937. Without the rate increases, wastewater operations would show an operating loss of \$87,511 and water operations would show an operating loss of \$70,915.

The sanitation fee will increase by CPI in accordance with the contract with Waste Management.

Expenditures:

- Wage increases are projected at 4% and health insurance rates increased by 5.5%
- Administration is going up due to the movement of water rights administration out of the General Fund and into the Sewer/Water Fund.
- The overall increase in the wastewater department is due to additional debt service incurred from the new \$2,500,000 low interest loan for the 2017 wastewater plant upgrades.
- The wastewater plant upgrade project will carry over into 2018. Project engineers and contractors estimate the project will be 73% by the end of 2017, leaving \$1,070,000 to complete in 2018. Additional 2018 wastewater plant capital includes SCADA systems for the lift stations, main building renovations and perimeter fencing.
- Water plant capital includes the engineering for water plant upgrades (upgrades scheduled for construction in 2019), water pipeline bank stabilization, filter skid replacement and Irwin gate valve engineering and flow recording instrumentation.

TOWN OF CRESTED BUTTE				
2018 BUDGET				
WATER & WASTEWATER				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
INTEREST & PENALTIES	4,391	5,000	5,000	5,000
WATER METERS	1,180	1,000	600	750
INTEREST INCOME	11,857	8,000	10,000	10,000
OTHER	725	2,000	22,000	2,000
ATAD CONTRIBUTION-MT CBW&S	75,485	58,000	63,000	63,000
SEPTIC STATION FEE	3,046	5,000	5,000	5,000
COMPOST FEES	7,865	5,000	7,500	7,500
WATER TAP FEE	108,166	120,000	120,000	121,500
SEWER TAP FEE	127,471	142,500	142,500	148,500
SEWER CHARGES	641,601	686,250	691,000	737,550
SEWER AVAILABILITY CHG	12,425	11,772	12,000	11,772
PRE-TREATMENT CHARGES	9,243	12,000	12,000	10,425
WATER CHARGES	598,517	589,650	600,000	620,368
WATER AVAILABILITY CHG	13,721	12,960	13,000	12,960
SANITATION CHARGES	251,409	255,853	255,853	260,316
GRANT REVENUE	85,500	1,000,000	292,000	358,000
DEBT PROCEEDS		2,300,000	2,300,000	200,000
TOTAL REVENUE	1,952,602	5,214,985	4,551,453	2,574,641
EXPENSES (SUMMARY):				
ADMINISTRATION	455,067	482,389	515,807	566,501
WATER	299,622	340,761	331,738	317,843
SEWER	407,146	661,779	581,259	752,721
CAPITAL	553,912	3,421,000	2,543,000	1,893,000
TOTAL EXPENSES	1,715,747	4,905,929	3,971,804	3,530,065
AVAILABLE RESOURCES:				
GENERAL	4,214,789	4,598,845	4,847,438	3,892,013
FILTER MODULE REPLACEMENT	234,000	159,000	181,000	181,000
DEBT SERVICE	160,736	160,736	160,736	160,736

TOWN OF CRESTED BUTTE				
2018 BUDGET				
WATER & WASTEWATER				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
Water Sewer Administration				
SALARIES & WAGES	47,786	48,594	46,275	50,538
FICA	3,679	3,693	3,540	3,841
HEALTH INSURANCE	11,813	16,754	13,015	17,560
RETIREMENT	4,823	7,249	4,673	9,013
TELEPHONE	1,406	1,400	1,500	1,500
OFFICE SUPPLIES	170	2,500	2,500	2,500
POSTAGE	3,474	4,000	3,500	4,000
WATERSHED STANDARDS	3,913	4,000	3,970	4,500
WATER LEVEL STUDIES	2,781	5,500	5,360	5,500
DAMAGE LIABILITY	8,300	2,500	2,500	2,500
WATER RIGHTS ADMINISTRATION			50,000	67,500
LEGAL SERVICES	0	1,500	1,000	1,500
AUDITING	3,700	4,000	3,705	4,000
MANAGEMENT FEES	65,000	65,000	65,000	65,000
COAL CREEK STUDY	0	5,000	0	2,500
TRAVEL AND EDUCATION	677	1,500	1,000	1,500
INSURANCE	31,702	33,000	34,249	42,811
UNEMPLOYMENT INSURANCE	215	146	146	152
WORKERS COMP INSURANCE	922	1,116	922	1,116
DUES AND SUBSCRIPTIONS	838	900	914	950
REPAIR & MAINT VEHICLES	0	250	100	150
UNIFORM ALLOWANCE	203	250	250	250
MEDICAL	110	200	150	200
GAS & OIL	228	1,000	400	500
MECHANIC/GIS SVCS	18,000	18,000	18,000	18,000
SANITATION CONTRACT PYMT	244,713	252,138	252,138	256,721
OTHER EXPENSES	614	2,200	1,000	2,200
TOTAL EXPENSES	455,067	482,389	515,807	566,501

TOWN OF CRESTED BUTTE				
2018 BUDGET				
WATER & WASTEWATER				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
Water				
SALARIES & WAGES	138,668	147,345	147,345	135,675
OVERTIME	175	1,000	500	1,000
FICA	10,496	11,348	11,310	10,456
HEALTH INSURANCE	32,172	37,058	37,058	33,238
RETIREMENT	11,149	11,388	9,000	8,841
TELEPHONE	2,252	2,500	2,500	2,500
UTILITIES-FILTER PLANT	23,128	30,371	25,000	25,000
OPERATING SUPPLIES-WATER	19,396	25,000	25,000	25,000
STATE DRINKING H2O PERMIT	607	500	465	500
ADVERTISING AND LEGAL	1,106	1,500	1,500	1,500
TRAVEL AND EDUCATION	540	2,500	1,500	3,000
UNEMPLOYMENT INSURANCE	326	445	445	410
WORKERS COMP INSURANCE	3,820	4,290	4,100	4,510
INTEREST EXPENSE-WATER	6,789	6,489	6,489	6,121
SOFTWARE LICENSE/MAINT	300	1,500	1,000	1,000
LAB TEST FEES - WATER	2,539	3,500	4,000	5,000
REPAIR & MAINT - DISTRIBUTION	10,630	5,000	16,000	12,000
REPAIR & MAINT - WATER	10,443	20,000	10,000	12,000
METERS & HYDRANTS	0	500	500	500
TRASH PICKUP	107	250	250	1,450
UNIFORM ALLOWANCE	550	625	625	625
MEDICAL	166	350	350	350
EQUIPMENT & TOOLS	1,100	1,500	1,500	1,500
SAFETY EQUIPMENT	759	500	500	500
GAS & OIL	2,489	4,000	3,000	3,000
R&M VEHICLE	1,515	2,500	3,000	3,000
TIRES	460	500	500	500
BOND PRINCIPAL - WATER	17,940	18,301	18,301	18,668
TOTAL EXPENSES	299,622	340,761	331,738	317,843

TOWN OF CRESTED BUTTE				
2018 BUDGET	2016	2017	2017	2018
WATER & WASTEWATER	ACTUAL	BUDGET	PROJECTED	BUDGET
Sewer				
SALARIES & WAGES	117,659	164,085	164,085	171,109
OVERTIME	1,130	2,000	2,000	2,000
FICA	8,840	12,706	12,706	13,243
HEALTH INSURANCE	24,885	38,666	38,666	34,036
RETIREMENT	6,977	8,064	8,064	9,728
TELEPHONE	2,533	2,800	3,200	3,200
UTILITIES-LIFT STATIONS	2,988	3,200	3,400	3,650
UTILITIES- WWT PLANT	49,152	55,000	55,000	57,000
UTILITIES-ATAD SOLIDS HANDLING	29,247	34,000	31,700	38,750
OPERATING SUPPLIES-WW PLANT	3,638	5,000	4,500	5,000
OPERATING SUPPLIES-ATAD	14,496	17,500	17,500	17,500
ATAD-SOLIDS HANDLING	20,468	26,000	16,000	26,000
STATE DISCHARGE PERMIT	3,795	4,000	3,800	4,000
ENGINEERING AND SURVEYS	0	2,000	2,000	2,000
ADVERTISING AND LEGAL	337	1,000	1,100	1,100
TRAVEL AND EDUCATION	3,907	2,500	3,500	3,500
UNEMPLOYMENT INSURANCE	283	498	498	519
WORKERS COMP INSURANCE	3,864	4,120	4,120	4,244
INTEREST EXPENSE - SEWER	23,753	33,228	25,895	63,816
SOFTWARE LICENSE/MAINT	0	3,000	3,000	3,500
LAB TEST FEES - WW PLANT	6,235	7,500	6,500	7,500
LAB TEST FEES - ATAD	1,042	1,500	1,000	1,500
COMPOSTING	31,126	34,000	34,000	34,000
GREASE HANDLING	4,630	12,000	7,000	10,000
REPAIR & MAINT - COLLECTIONS	12,450	10,000	10,000	11,000
REPAIR & MAINT - ATAD	441	7,000	6,000	7,000
REPAIR & MAINT - WW PLANT	21,065	16,000	16,000	16,000
TRASH PICKUP	1,276	1,600	1,800	1,850
UNIFORM ALLOWANCE	699	875	875	875
MEDICAL	650	600	800	800
EQUIPMENT & TOOLS	1,721	3,500	3,000	3,500
EQUIPMENT-ATAD	1,632	4,000	3,750	4,000
SAFETY EQUIPMENT	2,158	2,500	2,500	2,500
GAS & OIL	2,672	4,000	3,200	4,000
R&M VEHICLE	5,787	9,000	4,500	7,500
TIRES	623	750	650	750
BOND PRINCIPAL - SEWER	(5,013)	127,587	78,950	176,051
TOTAL EXPENSES	407,146	661,779	581,259	752,721

TOWN OF CRESTED BUTTE				
2018 BUDGET				
WATER & WASTEWATER				
	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
CAPITAL				
CAPITAL EQUIPMENT		40,000	37,000	225,000
ATAD/SOLIDS HANDLING CAPITAL	49,062	17,500	17,500	170,000
WASTEWATER PLANT CAPITAL	444,398	3,328,500	2,453,500	1,223,000
WATERLINE REPLACEMENT				
SEWER MAIN REPLACEMENT	7,500			
WATER PLANT CAPITAL	52,952	35,000	35,000	275,000
TOTAL CAPITAL EXPENSES	553,912	3,421,000	2,543,000	1,893,000
2018 CAPITAL BREAKDOWN				
Capital Equipment:				
Loader	225,000			
Total Capital Equipment		225,000		
Water Plant:				
Water Plant Expansion - Engineering	100,000			
Water Filter Skid Replacement	55,000			
Water Line Bank Stabilization	100,000			
Irwin Gate Valve Recorder/Engineering	20,000			
Total Water		275,000		
Wastewater Plant:				
Main Building Renovations	20,000			
SCADA - Lift Stations	75,000			
WWTP Upgrade - Construction	1,070,000			
Man Hole Rehab	8,000			
Perimeter Fence	50,000			
Subtotal:		1,223,000		
ATAD - Solids Handling				
Solids Handling - Tanks A & B	120,000			
Backup Centrifuge Installation	50,000			
Biofilter Replacement	2,750			
Subtotal:		172,750		
Total Wastewater		1,395,750		

TOWN OF CRESTED BUTTE				
2018 BUDGET				
WATER & WASTEWATER SEGMENT INFORMATION				
	WATER	WASTE- WATER	TRASH	TOTAL
Operating Revenues	637,578	838,747	260,316	1,736,641
Operating Expenses	512,733	627,744	256,721	1,397,198
Depreciation Expense	139,782	259,142		398,924
Total Operating Expenses	652,515	886,886	256,721	1,796,122
Net Operating Income(loss)	-14,937	-48,139	3,595	-59,482
Non-Operating income(expenses)				
Interest income	5,000	5,000		10,000
Interest expense	-6,121	-63,816		-69,937
Sale of Equipment				0
Total non-operating income(expense)	-1,121	-58,816		-59,937
Income(loss)before capital contrib.	-16,058	-106,955	3,595	-119,419
Capital Contribution tap fees	121,500	148,500		270,000
Debt Service Principal	18,668	176,051		194,719
Capital Outlay	387,500	435,500		823,000

10 Year Capital Plan	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Capital Equipment:											
Vehicle - Water				30,000					30,000		
Vehicle - Wastewater	40,000		28,000								
Loader		225,000									
Skid Steer			65,000								
Jet Truck										300,000	
Equipment Total	40,000	225,000	93,000	30,000	-	-	-	-	30,000	300,000	-
Wastewater Plant Capital:											
Clarifier #1 rebuild											
Clarifier #1 rebuild (Engineering)											
Main building renovations		20,000									
SCADA - lift stations		75,000									
SCADA CPU Upgrade											
Clarifier #1 roof repair				25,000							
Man Hole Rehab	8,000	8,000									
UV Upgrade											
RAS pump rebuild				15,000							
Lab upgrades											
WWTP upgrades engineering											
WWTP upgrades construction	3,306,000										
Clarifier #1 engineering							200,000				
Replace Clarifier #1								2,000,000			
Teocalli Lift Station Rehab											
Belleview Lift Station Rehab							75,000				
HVAC-diamond plate in headworks				100,000							
Office-Lab Facility Upgrades					150,000						
RAS-WAS Pump Replacement							75,000				
Sewer Main Rehab						100,000					
Perimeter Fence		50,000									
Surge Suppression System at CSLS	7,500										
RAS VFD Replacement	7,000										
ATAD Capital:*											
Vehicle Storage Building											
Solids handling modification engineering	10,000										
Solids handling modification construction (A & B tanks)		120,000									
Centrifuge Rebuild			7,500								
Backup Centrifuge											
Backup Centrifuge Installation		50,000									
Replace Polymere station						50,000					
Odor control modifications							200,000				

10 Year Capital Plan	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Biofilter replacement	7,500										
New compost building			300,000								
Solids Treatment Upgrade											300,000
Conveyor Rehab						50,000					
STP 1,2,3 Pump Replacement										20,000	20,000
Wastewater total	3,346,000	323,000	307,500	140,000	150,000	200,000	275,000	275,000	2,000,000	20,000	320,000
Water System Capital:											
Upgrade Chlorination System	20,000										
Flow meter replacement			15,000			15,000			15,000		
UV System replacement						200,000					
Skid filter replacement		75,000		75,000						75,000	
Upgrade Lab equipment						10,000					10,000
Distribution valves/hydrants			25,000	25,000		25,000	25,000		25,000	25,000	
Water main replacement				150,000				150,000			
Water Plant CPE	15,000										
Water System Chemical Treatment - Engineering					15,000						
Engineering Water Plant Expansion		100,000									
Construction Water Plant Expansion			1,200,000								
Water Line Bank Stabilization		100,000									
Irwin Gate Valve Engineering		15,000									
Water Total	35,000	290,000	1,240,000	250,000	15,000	250,000	25,000	150,000	40,000	100,000	10,000
Total capital requests	3,421,000	838,000	1,640,500	420,000	165,000	450,000	300,000	425,000	2,070,000	420,000	330,000

*Represents 1/2 of the actual cost as the amount is split with Mt. C

GENERAL CAPITAL (“CAPITAL”) FUND 2018 BUDGET HIGHLIGHTS

The General Capital Fund, more commonly called Capital Fund, is comprised of the Open Space Fund and the Capital Fund. Additionally, the Capital Fund portion is broken down between general capital expenses and parks capital expenses. The main sources of revenue for the Capital Fund are real estate transfer tax, use tax and sales tax. Included with the Capital Fund budget is the 5 year capital plan.

OPEN SPACE FUND:

Revenue for the Open Space Fund is Real Estate Transfer Tax (“RETT”). For 2017, RETT is projected to be \$575,000. The budget for 2018 is \$550,000. Expenditures from the Open Space Fund include \$1,000,000 for the Trampe project and \$21,000 for Open Space Maintenance and easement monitoring and reporting. The Open Space Maintenance line item includes \$13,000 for Youth Corps to come and work on various trails on Town open space.

CAPITAL FUND:

2017 Changes:

- Real Estate Transfer Tax is projected to be \$575,000, up from the \$550,000 budgeted.
- The closing on the Trampe Open Space transaction anticipated for 2017 will not occur until 2018
- Cypress annexation land purchase won’t happen until 2018
- Personnel costs below budget as not fully staffed for the entire year
- Projects/purchases over budget include:
 - Transit Center (added solar panels)
 - Jokerville Memorial Project (fencing cost)
 - Park Maintenance (Big Mine Arena roof snow removal)
- Projects/purchases under budget include:
 - Town Hall window replacement (project moved to 2019, change in windows)
 - Town Hall foundation repair (bid significantly less than budget)
 - Old Rock Library, rock tuck pointing (only did areas needed rather than planned entire upper portion on building)
 - Building Maintenance (not enough staff time to accomplish all desired projects)

2018

Revenue:

The ½% sales tax specifically passed for Parks and Trails is budgeted for a 1% increase. There is no additional sales tax contribution projected for the Capital Fund. Real Estate Transfer Tax is budgeted at \$550,000, the same as for Open Space, and automobile and building materials use tax is budgeted to be up the same as 2017 revenue.

Expenditures:

- Personnel is tentatively budgeted for a 4% increase in wages
- Health insurance rates increased 5.5%
- Capital equipment purchases include a new patrol car, 2 Zero motorcycles, 3 pickup trucks and 1 electric truck (all replacement vehicles), z-turn mower, irrigation smart clocks and 2 fixed post speed alert signs.
- Carry-over projects from 2017 include the Wayfinding Signage project and the Dirt Jump/Bike Park.
- Capital projects include:
 - Cypress annexation land purchase
 - Public Works yard retaining wall and fencing
 - Bricks along the 100 block of Elk Avenue

- Avalanche Park Campground planning
- Building Capital projects include ADA lift for Old Town Hall, Library furnace replacement, Old Town Hall flooring, Town Hall Community Room flooring and shoring up the shed in the 3rd & Elk parking/snow storage lot

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TOWN OF CRESTED BUTTE					
2018 BUDGET					
GENERAL CAPITAL	2016	2017	2017	2018	
	ACTUAL	BUDGET	PROJECTED	REQUEST	
OPEN SPACE:					
Revenue:					
TRANSFER TAX-OPEN SPACE	700,128	550,000	575,000	550,000	
GRANT REVENUE/OTHER	1,200	1,200	1,200	1,200	
DEBT PROCEEDS		2,115,000	0		
CONTRIBUTION FROM RESERVE-OPEN SPACE		508,914	0		
Total Open Space Revenue	701,328	3,175,114	576,200	551,200	
Expenses:					
OPEN SPACE TRUST	0	1,000,000		1,000,000	
OPEN SPACE MAINT/ADMIN	6,500	20,114	20,114	20,900	
MT EMMONS PROJECT		2,110,000	0	0	
Total Open Space Expenses	6,500	3,130,114	20,114	1,020,900	
CAPITAL:					
Revenue					
SALES TAX-CAPITAL	99,967	0	0	0	
USE TAX-AUTOMOBILE	70,815	58,000	70,000	70,000	
USE TAX-BLDG MATERIAL	98,688	100,000	100,000	100,000	
TRANSFER TAX-GEN CAP	700,128	550,000	575,000	550,000	
INTEREST INCOME	5,025	3,500	5,000	6,500	
DEBT/LEASE PROCEEDS	169,750				
CONTR. SALES TAX - TRANSPORTATION		100,000	100,000		
SALE OF EQUIPMENT	19,277		6,054	3,000	
CEMETERY FEES	5,085	4,000	4,000	4,000	
GRANTS-DEPOT	40,125		33,121		
GRANTS-OTHER		40,000	22,000	31,800	
OTHER REVENUE	16,030	16,000	16,000	16,000	
Total Capital Revenue	1,224,890	871,500	931,175	781,300	

TOWN OF CRESTED BUTTE					
2018 BUDGET					
GENERAL CAPITAL	2016	2017	2017	2018	
	ACTUAL	BUDGET	PROJECTED	REQUEST	
Expenses					
AUDITING	4,650	5,500	4,702	5,500	
USE TAX RETURN	7,595	35,000	10,000	35,000	
DEBT SERVICE PRINCIPAL	64,386	76,140	76,140	51,378	
DEBT SERVICE INTEREST	4,324	3,614	3,614	1,683	
INSURANCE	19,694	29,483	26,620	33,275	
DAMAGE LIABILITY	0	2,000	8,000	2,000	
MARSHAL CAPITAL EQUIP	48,353	56,800	56,800	101,030	
CAPITAL EQUIPMENT	248,787	83,500	47,500	91,000	
CEMETERY	14,917	25,000	36,000	10,000	
STEPPING STONE-MAINT	1,500	1,500	1,500	1,500	
BUILDING/PROPERTY MAINT	167,150	160,800	140,000	107,000	
BUILDING CAPITAL PROJECTS				259,000	
MARSHALS BUILDING HEAT SYSTEM	9,637				
TOWN HALL LOWER LEVEL REST ROOM	53,642				
WAYFINDING SIGNAGE		75,000	7,000	77,500	
TOWN HALL UPGRADES		236,000	81,000		
OLD ROCK LIBRARY TUCKPOINTING		50,000	20,000		
DEPOT RENOVATION	128,649	24,000	24,000		
4-WAY TRANSIT/BATHROOMS		400,000	422,000		
CYPRESS - LAND PURCHASE		350,000	0	350,000	
EMERGENCY CENTER DESIGN		55,000	0		
PUBLIC WORKS YARD FENCING				50,000	
PUBLIC WORKS RETAINING WALL		10,000	10,000	125,000	
TRAIL KIOSKS	4,883	10,000	10,000	10,000	
BRICKS ON 100 BLOCK ELK				25,000	
PEDESTRIAN BRIDGES				5,000	
OTHER EXPENSES	1,786	3,000	3,000	3,000	
Total Capital Expenditures	779,953	1,692,337	987,876	1,343,866	
PARKS					
Revenue					
SALES TAX - PARKS	416,530	408,322	26,005	0	
CONTRIBUTION RESERVE "WHATEVER USA"	85,836	43,000	43,000		***
CONTRIBUTION-TRANSPORTATION FUND	5,000	5,000	5,000	5,000	*
GRANTS/FUNDRAISING	6,000	0	0	0	
Total Parks Revenue	96,836	456,322	74,005	5,000	
Expenses					
WAGES - FULL TIME	184,409	208,657	195,000	202,043	
WAGES - SEASONAL	72,574	117,280	92,000	118,000	
TRAILS WAGES		4,750	4,750	5,500	
OVERTIME	10,568	8,000	8,500	9,000	
FICA	20,429	25,910	22,969	25,593	
HEALTH INSURANCE	50,575	58,553	54,653	61,248	
RETIREMENT	12,144	15,194	12,138	13,120	
UNEMPLOYMENT INSURANCE	649	1,002	871	987	
WORKERS COMPENSATION INSURANCE	10,486	13,119	11,000	11,220	
PARK MAINT SUPPLIES	48,858	45,000	80,665	45,500	
PORTABLE TOILETS	5,080	7,000	6,000	6,000	
TREE PROJECT	2,500	2,500	2,500	2,500	
FLOWERS & SHRUBS	8,012	10,000	10,000	10,000	
DOGGIE DOO PROJECT	4,629	2,500	3,600	3,500	

TOWN OF CRESTED BUTTE					
2018 BUDGET					
GENERAL CAPITAL	2016	2017	2017	2018	
	ACTUAL	BUDGET	PROJECTED	REQUEST	
WEED MANAGEMENT	3,806	3,000	3,000	3,000	
PARK CAPITAL EQUIPMENT	63,226	97,000	97,000	118,000	
PARK MAINT PROJECTS	12,589		4,701	5,000	
HOLIDAY DECORATIONS	3,451	3,500	3,500	3,500	
BIG MINE PARK	85,836	43,000	43,000		
TENNIS COURTS SIDEWALK	28,189				
DIRT JUMP/BIKE PARK	20,533	15,500	1,373	14,127	
AVALANCHE PARK - PLANNING	15,000			15,000	
TOMMY V RESTROOM SOLAR PANELS				24,000	
BAXTER GULCH BRIDGES				5,000	
Total Park Capital Expenses	628,010	681,465	657,220	701,838	
REVENUE OVER(UNDER) EXPENSES	-86,237	-1,045,980	-639,916	-1,259,404	
FUND BALANCES:					
GENERAL CAPITAL	3,484,028	2,481,048	2,887,112	1,627,708	
BUILDING MAINTENANCE FUND	141,799	141,799	141,799	141,799	
HEATING SYSTEM REPAIR FUND	241,573	241,573	241,573	241,573	
WHATEVER USA (BIG MINE)	214,164	171,164	171,164	171,164	
OPEN SPACE FUND:					
OPEN SPACE TRUST	956,362	472,448	1,512,448	1,022,748	
CONSERVATION EASEMENT STEWARDSHIP	160,000	180,000	180,000	200,000	
*Contribution from Transportation Fund is for snow removal at the bus stops					
***Contribution Reserve "Whatever USA" is using part of the \$300,000 given in 2014 for Big Mine Projects					

Equipment/Projects 2018	
Marshals Capital Equipment:	
Patrol Car	62,030
Zero Motorcycles (2)	<u>39,000</u>
Subtotal	<u>101,030</u>
Capital Equipment:	
Facilities Vehicle (with tool boxes)	42,000
Fixed post speed alert signs (2)	9,000
Barricade Truck Replacement	<u>40,000</u>
Subtotal	<u>91,000</u>
Park Capital Equipment:	
Z-turn Mmower	52,000
Bike Racks/Benches/Bleachers	5,000
Pickup Truck (light duty)	32,000
Irrigation Smart Clocks	33,000
Electric Vehicle (trash truck)	25,000
Subtotal	<u>147,000</u>
Park Projects:	
Skate Park Repairs	5,000
Subtotal	<u>5,000</u>
Capital Projects:	
<u>Building Capital Projects:</u>	
Library Furnace Replacement	14,000
ADA lift in Old Town Hall	200,000
Old Town Hall flooring (Mtn Theatre)	21,000
Town Hall Community Room Floor	9,000
3rd Street Shed (behind Pita's)	<u>15,000</u>
SubTotal Building Capital	259,000
Avalanche Park Campground Planning	15,000
Baxter Gulch Trail Bridges	5,000
Trail Kiosks	10,000
Tommy V Restroom Solar Panels	24,000
Bike Park/Dirt Jump Project	14,127
Cypress -- land purchase	350,000
Public Works Yard Fencing	50,000
Public Works Retaining Wall	125,000
Wayfinding Signage	77,500
Total Capital Requests:	929,627

TOWN OF CRESTED BUTTE						
CAPITAL FUND 5 YEAR PLAN	Projected					
	2017	2018	2019	2020	2021	2022
GENERAL CAPITAL BREAKOUT:						
REVENUES						
TRANSFER TAX/GEN CAP	575,000	550,000	525,000	525,000	550,000	550,000
USE TAX	170,000	170,000	170,000	170,000	170,000	175,000
INTEREST	5,000	6,500	7,500	10,000	10,000	10,000
CEMETERY FEES	4,000	4,000	4,000	4,000	4,000	4,000
OTHER REVENUE	22,054	19,000	20,000	22,000	25,000	25,000
GRANTS	55,121	31,800				
DEBT/LEASE PROCEEDS					160,000	
CONTR. TRANSPORTATION - BUS STOP	100,000					
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TOTAL REVENUES	931,175	781,300	726,500	731,000	919,000	764,000
FIXED EXPENDITURES						
PROPERTY/CASUALTY INS	34,620	35,275	38,803	42,683	46,951	51,646
AUDIT	4,702	5,500	6,500	7,000	7,000	7,500
USE TAX RETURNS	10,000	35,000	40,000	40,000	50,000	50,000
BUILDING/PROP MAINT	140,000	107,000	100,000	100,000	100,000	100,000
CEMETERY	10,000	10,000	7,500	7,500	7,500	7,500
STEPPING STONES MAINTENANCE	1,500	1,500	1,500	1,500	1,500	1,500
OTHER	3,000	3,000	4,000	4,000	4,000	4,000
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TOTAL FIXED GENERAL CAPITAL EXPENSES	203,822	197,275	198,303	202,683	216,951	222,146
CAPITAL EQUIPMENT PURCHASES	104,300	192,030	67,233	132,965	236,613	80,443
CAPITAL LEASE PAYMENTS	79,754	53,061	119,000	44,000	11,300	45,300
CAPITAL PROJECTS	600,000	901,500	230,000	50,000	50,000	50,000
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TOTAL CAPITAL PURCHASES	784,054	1,146,591	416,233	226,965	297,913	175,743
TOTAL CAPITAL EXPENSES	987,876	1,343,866	614,536	429,648	514,864	397,889
NET GENERAL CAPITAL REVENUE(EXPENSES)	(56,701)	(562,566)	111,965	301,352	404,136	366,111

TOWN OF CRESTED BUTTE						
CAPITAL FUND 5 YEAR PLAN	Projected					
	2017	2018	2019	2020	2021	2022
PARKS/TRAILS BREAKOUT:						
REVENUE						
SALES TAX - PARKS	424,008	428,331	432,614	441,267	454,505	468,140
From Reserve - Whatever USA	43,000		171,164			
Contribution-Transportation Fund	5,000	5,000	5,000	5,000	5,000	5,000
Grants/Fundraising			3,047,000	45,000	260,000	260,000
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TOTAL REVENUES	472,008	433,331	3,655,778	491,267	719,505	733,140
FIXED EXPENDITURES						
PARK MAINT LABOR	300,250	334,543	347,925	361,842	376,315	391,368
EMPLOYEE TAXES/BENEFITS	101,631	112,168	121,141	130,833	141,299	152,603
PARKS MAINT SUPPLIES	80,665	45,500	45,000	45,000	45,000	45,000
PORTABLE TOILETS	6,000	6,000	7,000	7,000	7,000	7,000
FLOWERS/SHRUBS	10,000	10,000	10,000	10,000	10,000	10,000
TREE PROJECTS	2,500	2,500	2,500	2,500	2,500	2,500
DOGGIE DOO PROJECT	3,600	3,500	3,500	3,500	3,500	3,500
WEED MANAGEMENT	3,000	3,000	3,000	3,000	3,000	3,000
HOLIDAY DECORATIONS	3,500	3,500	4,000	4,000	4,000	4,000
TOTAL FIXED EXPENSES	511,146	520,711	544,066	567,674	592,615	618,971
CAPITAL EQUIPMENT PURCHASES	97,000	118,000	149,000	63,000	74,000	30,000
CAPITAL PROJECTS	49,074	63,127	2,693,333	1,231,667	350,000	700,000
TOTAL CAPITAL PURCHASES	146,074	181,127	2,842,333	1,294,667	424,000	730,000
TOTAL CAPITAL EXPENSES PARKS/TRAILS	657,220	701,838	3,386,399	1,862,341	1,016,615	1,348,971
NET PARKS/TRAILS REVENUE(EXPENSE)	(185,212)	(268,507)	269,379	(1,371,075)	(297,110)	(615,832)
NET FUND BALANCE	3,285,115	2,454,042	2,835,386	1,765,663	1,872,689	1,622,968
Whatever USA for Big Mine	171,164	171,164				
Total Draw on Fund Balance	(241,913)	(831,073)	381,344	(1,069,723)	107,026	(249,721)
Other Unscheduled Project Requests	3,195,000					

	2017	2018	2019	2020	2021	2022		
General Capital:								
Equipment:								
Marshal Dept Patrol Car	\$ 56,800	\$ 62,030	\$ 67,233	\$72,965	\$ 76,613	\$ 80,443		
Marshal Dept Zero Motorcycles		\$ 39,000						
Facilities Vehicle (Electric vehicle)	\$ 27,000							
Facilities Vehicle with boxes		\$ 42,000						
Barricade Truck Replacement		\$ 40,000						
Dump Truck				\$ 160,000				
Fixed post speed alert signs	\$ 9,000	\$ 9,000						
Service Lift	\$ 6,500							
Air Compressor - shop	\$ 5,000							
Skid Steer				\$60,000				
Total Equipment:	\$ 104,300	\$ 192,030	\$ 67,233	\$ 132,965	\$ 236,613	\$ 80,443		
Projects:								
Depot Renovation	\$ 24,000							
4-way transit stop/bathrooms	\$ 422,000							
Old Rock Library Tuck Pointing	\$ 20,000							
Trail Kiosks	\$ 10,000	\$ 10,000						
Annexation-land purchase	\$ -	\$ 350,000						
Fencing PW yards		\$ 50,000						
Public Works Retaining Wall	\$ 10,000	\$ 125,000						
Cemetery - Jokerville Mine Memorial	\$ 26,000							
Wayfinding Signage	\$ 7,000	\$ 77,500	\$ 5,000					
Town Hall - Foundation Repair	\$ 20,000							
Town Hall Roof - Snow fencing	\$ 35,000							
Town Hall Windows	\$ -	\$ -	\$ 125,000					
Town Hall Security	\$ 26,000							
Emergency Center Design	\$ -							
Bricks - 100 Block Elk		\$ 25,000						
Library Furnace Replacement		\$ 14,000						
ADA Lift OTH		\$ 200,000						
OTH Mtn Theatre Flooring		\$ 21,000						
Town Hall Community Room Floor		\$ 9,000						
Pita's Shed		\$ 15,000						
Pedestrian Bridges		\$ 5,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000		
Total Projects:	\$ 600,000	\$ 901,500	\$ 230,000	\$ 50,000	\$ 50,000	\$ 50,000		
Total General Capital Requests:	\$ 704,300	\$ 1,093,530	\$ 297,233	\$ 182,965	\$ 286,613	\$ 130,443		

	2017	2018	2019	2020	2021	2022		
Parks/Trails Capital:								
Parks Equipment:								
Z Turn Mower		\$ 23,000				\$ 25,000		
Skid Steer			\$ 60,000					
1 Ton Dump Truck	\$ 52,000							
Electric Vehicle		\$ 25,000		\$ 58,000	\$ 29,000			
Irrigation Smart Clock		\$ 33,000						
Man Lift					\$ 40,000			
Bike Racks/Benches/Bleachers	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	5000	\$ 5,000		
Pickup trucks	\$ 40,000	\$ 32,000	\$ 84,000					
Total Parks Equipment	\$ 97,000	\$ 118,000	\$ 149,000	\$ 63,000	\$ 74,000	\$ 30,000		
Parks/Trails Projects:								
8th Street Greenway		???						
Gothic Field Raw Water Irrigation			\$ 96,000					
Henderson Park Remodel			\$ -	\$ 60,000				
Big Mine Park Utilities								
Big Mine Hockey/Nordic Expansions	\$ 43,000		\$ 2,313,333	\$ 1,166,667				
Sled Hill Relocation			\$ 200,000					
Big Mine Skatepark	\$ 4,701	\$ 5,000	\$ 5,000	\$ 5,000	\$ 350,000			
Tennis Court Sidewalks								
Dirt Jump/Bike Park	\$ 1,373	\$ 14,127						
Avalanche Park Campground		\$ 15,000				\$ 700,000		
CB to Carbondale Trail			\$ 25,000					
Pitsker Home Run Fence Replacement			\$ 9,000					
Rainbow Playground Resurfacing			\$ 45,000					
Baxter Gulch Trail Bridges		\$ 5,000						
Tommy V Restroom Solar Panels		\$ 24,000						
Total Parks/Trails Projects:	\$ 49,074	\$ 63,127	\$ 2,693,333	\$ 1,231,667	\$ 350,000	\$ 700,000		
Total Parks/Trails Capital Requests	\$ 146,074	\$ 181,127	\$ 2,842,333	\$ 1,294,667	\$ 424,000	\$ 730,000		
OTHER UNSCHEDULED PROJECTS:								
Emergency Center	\$ 300,000							
Rehab Fire Hall	\$ 200,000							
Gothic Field Bathrooms	\$ 75,000							
Big Mine Refrigeration	\$ 1,000,000							
Big Mine Park Improvements	\$ 850,000							
Tommy V Parking Paving	\$ 20,000							
Underground entrance electric line	\$ 250,000							
Paid Parking System	\$ 500,000							
Total Other Project Requests	\$ 3,195,000							

**CONSERVATION TRUST FUND
2018 BUDGET**

The purpose of the Conservation Trust Fund is receipt of lottery proceeds from both the State of Colorado and Gunnison County Metropolitan Recreation District. The State of Colorado has set very strict guidelines on the segregation of funds and how the funds may be expended. The Town of Crested Butte has used this money as matching money for grants on park capital projects such as Rainbow Park, Big Mine Park and most recently the Tennis Court Project. There are no expenditures from this fund planned for 2018 in an effort to allow the fund balance to accumulate and use it for larger projects such as Big Mine Park, Town Park and Henderson Park improvements.

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TOWN OF CRESTED BUTTE				
2018 BUDGET REQUEST				
CONSERVATION TRUST FUND	2016	2017	2017	2018
	ACTUALS	BUDGET	PROJECTED	BUDGET
STATE LOTTERY PROCEEDS	8,591	8,100	8,100	8,100
INTEREST INCOME	12	20	20	20
GUNN CNTY REC DIST	17,096	3,700	4,302	3,700
CONTRIBUTION FROM RESERVE				
TOTAL REVENUE	25,699	11,820	12,422	11,820
EXPENSES				
PARK MAINTENANCE		0		0
CAPITAL-PROJECT		0		0
TOTAL EXPENSES	13,469	0	0	0
EXCESS REVENUE OVER(UNDER) EXPENSES	12,230	11,820	12,422	11,820
FUND BALANCE	29,028	40,848	41,450	53,270

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SALES TAX FUND 2018 BUDGET

The purpose of the Sales Tax Fund is for the collection and distribution of the Town's sales tax. The main sources of revenue are the 4.5% Town sales tax and 50% of the County's 1% sales tax on sales within the Town of Crested Butte. Of the 4.5% Town sales tax, 0.5% is dedicated for parks, recreation and trails, 1% for transportation and the remaining 3% is for the needs of General Fund or other Town fund as needed. Expenses of the Sales Tax Fund are distributions to the General Fund, Capital Fund and Transportation Fund expenses.

The Transportation Fund is housed within the Sales Tax Fund. It receives a 1% Town sales tax. The Town pays the Mountain Express 95% of the revenue from the 1% sales tax, with the remaining 5% to go towards other transportation services such as bus stops, transportation planning, RTA contributions and Late Night Taxi Service.

The required Amendment 1 ("TABOR") Emergency Reserve is kept within the Sales Tax Fund. The Emergency Reserve requirement is 3% of overall expenditures with some exclusions such as enterprise fund and state grant funds. Expenditures out of this reserve are very restricted under TABOR.

The Interest Fund balance is an accumulation of interest earnings and excess revenue over time. Council has used this portion of the fund balance for various one-time projects over the years. Most recent use was for the Center for the Arts project.

Revenue:

Sales tax revenue for 2018 is budgeted at 1% above the projected revenue for 2017 and 2% above 2016 actual collections.

Expenditures:

Distribution to the General Fund is capped at 75% of Town 4% Sales Tax collections. Each year the distribution is based on the projected needs of the General Fund and any remaining amount is distributed to the Capital Fund, Affordable Housing Fund, Street Fund or Sewer/Water Fund as needed. The distribution percentage for 2018 to the General Fund is the maximum 75%.

The \$453,591 Center for the Arts Expansion is for expense of the Yelenick playground displaced by the expansion project. There is grant revenue of \$397,505 that corresponds to the playground as well as the estimated remainder (\$41,905) of the Council's \$500,000 cash pledge to the Center for the Arts Expansion project. There will be additional in-kind work to finish in 2018.

The \$135,000 Affordable Housing Contribution is for a transfer of funds from the Sales Tax Fund to the Affordable Housing Fund to allow the Affordable Housing Fund to proceed with unit builds in 2018.

TOWN OF CRESTED BUTTE				
2018 BUDGET	2016	2017	2017	2018
SALES TAX FUND	ACTUAL	BUDGET	PROJECTED	BUDGET
INTEREST & PENALTY	21,723	15,000	18,000	18,000
TOWN SALES TAX-MISC	566	0		0
TOWN SALES TAX-DIRECT	3,765,471	3,674,902	3,816,076	3,854,982
COUNTY SALES TAXES	395,807	382,473	399,988	403,988
CONTR. RESERVE-TRANSPORTATION		100,000	100,000	25,000
CONTR. RESERVE-ARTS CENTER	22,164	435,931	435,931	41,905
GRANT -- PLAYGROUND				397,505
INTEREST INCOME	2,170	1,200	1,200	1,200
TOTAL REVENUE	4,207,901	4,609,506	4,771,195	4,742,579
EXPENSES				
GENERAL FUND DISTRIBUTION	2,700,000	2,832,407	2,571,241	2,973,976
TRANSPORTATION DISTR	791,408	775,813	805,616	813,829
GENERAL CAPTIAL DISTRIBUTION	99,967		26,005	
GENERAL CAPITAL - PARKS	416,530	408,322	424,008	428,331
OTHER/BANK FEES	1,909	1,000	1,000	1,000
TRANSPORTATION CHARGES	18,170	19,000	19,000	21,700 *
BUS STOP UPGRADES	13,302	100,000	100,000	
PARKING PLANNING				30,000
TRANSPORTATION STUDY	5,274			
CENTER FOR THE ARTS EXPANSION	22,164	435,931	435,931	453,591
AFFORDABLE HOUSING CONTRIBUTION				135,000
TOTAL EXPENSES	4,068,724	4,572,474	4,382,802	4,857,427
NET REVENUE	139,177	37,032	388,393	-114,848
FUND BALANCE				
TRANSPORTATION	87,341	9,173	10,742	1,875
INTEREST	423,800	425,000	415,000	288,000
TABOR RESERVE	246,194	256,194	256,194	266,194
CENTER FOR THE ARTS EXPANSION	477,836	41,905	41,905	0
* Breakdown of Transportation Charges:				
Bus Stop Utilities	\$ 2,000			
Bus Stop Maintenance	\$ 3,500			
Bus Stop Snow Removal	\$ 6,500			
Late Night Taxi Contribution	\$ 7,700			
Other Expenses	\$ 2,000			
	21,700			

STREET & ALLEY FUND 2018 BUDGET

The Street & Alley Fund came into existence in 1987 by virtue of a voter approved mill levy for the purpose of providing and maintaining the Town's streets, alleys and right-of-ways. The main source of revenue is property tax. Highway Users Tax from the State is also included in the Street & Alley Fund.

The Parking Fund is included under the Street & Alley Fund and its sole source of income is Parking in Lieu Fees. Parking in Lieu fees are collected on commercial building projects which are unable to comply with the required amount of parking for their business. Expenditures from the Parking Fund are for acquisition of additional parking which includes purchase of land and improvements to land in order to increase available parking. The Town has not budgeted for any Parking in Lieu fee collections for 2018 as there are no known projects which will be paying the fee at present.

Beginning with the 2015 budget, Council elected to put a small amount of the Street & Alley mill levy towards future needs as identified in the Transportation Plan. Revenues, expenditures and reserve for the Transportation Plan have been segregated out separately from the regular Street Fund.

REVENUE:

The total mill levy available for the Street & Alley Fund is 16 mills. This is adjusted annually to the amount needed taking into consideration current expenditures and the long-range 15 year plan. In the mid 1990's, the Town moved away from issuing debt and to saving up fund balance to do street projects. The 15 year plan helps lay the ground work for this philosophy and the adjusting of the mill levy to accomplish it.

The mill levy for 2018 is set to remain at the same 8.00 mills as in 2017. The amount of the mill levy set aside for the transportation plan needs increases from 1.000 mills in 2017 to 2.000 mills in 2018 and the amount to the regular street fund drops from 7.000 mills to 6.000 mills to maintain the 8.000 mill levy.

EXPENDITURES:

Personnel costs are based on 50% of the Public Works crew with the amount split 60/40 between snow removal and street maintenance. The remaining 50% of the Public Works crew personnel cost goes into the General Fund. 2018 wages have a projected 4% increase. The 15 year plan anticipated an additional employee and elimination of the seasonal snow removal position. The current budget draft includes this additional employee.

Paving Projects for 2018 include the paving of the right-of-ways on 4th Street between the alleys running adjacent to Elk Ave and increasing the size and paving of the 4-way parking lot (the 4-way lot project is a carry-over project from the 2017 budget).

Capital Equipment for 2018 is for the purchase of a new street sweeper.

Transportation Plan expense for 2018 is the design and engineering for the roundabout and the entrance to the school off of Highway 135. CDOT has yet to accept the project into their Statewide Transportation Improvement Plan (STIP), however, staff is recommending that the Town proceed with construction of the right turn ramp into the school parking lot in 2019. Because the project has yet to be accepted into the STIP we have pushed construction of the roundabout back one year to 2023. The right turn ramp should relieve substantial pressure on the Red Lady intersection while we await CDOT funding assistance for the full roundabout. By designing the entire project in 2018 we will know that the right turn ramp fits into the overall project and also be "shovel-ready" should state or federal infrastructure dollars become available in the meantime.

TOWN OF CRESTED BUTTE				
2018 BUDGET				
STREET & ALLEY	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
REVENUE:				
TAX FROM MILL LEVY-Street	651,999	606,198	606,198	577,100
TAX FROM MILL LEVY-Transportation	43,285	86,600	86,600	192,367
INTEREST & PENALTIES	2,620	1,500	1,500	1,500
OTHER REVENUE	2,320	2,000	3,300	4,000
PARKING IN LIEU		0	13,000	
HIGHWAY USERS TAX	50,797	52,865	50,774	51,274
INTEREST INCOME	2,776	2,500	2,500	3,500
TOTAL REVENUE	753,797	751,663	763,872	829,741
EXPENSES:				
SNOW REMOVAL-LABOR	69,163	93,000	134,000	102,227
R&M STREETS-LABOR	83,969	60,333	87,000	66,485
SNOW REMOVAL-SEASONAL LABOR	9,438	20,000	20,000	
FICA	12,302	13,260	18,437	12,906
HEALTH INSURANCE	40,383	32,039	32,039	38,001
RETIREMENT	13,177	14,197	14,197	12,946
UNEMPLOYMENT INSURANCE	16	520	723	506
WORKMANS COMP INSURANCE	7,816	7,700	7,000	8,500
R&M STREETS-SUPPLIES	19,579	35,000	35,000	30,000
STRIPING				10,000
SIDEWALK REPAIR/MAINT	1,297	20,000	15,000	20,000
WEED SPRAY-RIGHT OF WAY	1,800	3,000	2,800	3,000
PARKING LOTS	2,191	2,000	2,000	2,000
ENGINEERING	9,640	25,000	15,000	20,000
PAVING PROJECT	125,925	771,000	550,000	262,500
STORM WATER PROJECT	10,186	30,000	20,000	10,000
SPILL RESPONSE	0	1,500	0	1,500
FUEL	16,151	25,000	35,000	30,000
R&M VEHICLES	18,385	40,000	25,000	20,000
SNOW REMOVAL-SUPPLIES/CONTRACT	15,318	40,000	115,000	40,000
STREET SIGNS	2,989	4,000	4,000	14,000
STREET LIGHTS	690	2,500	2,500	2,500
DAMAGE LIABILITY	0	5,000	5,000	5,000
TREASURER FEES	16,790	24,248	24,248	26,931
CAPITAL EQUIPMENT	24,998	0		200,000
ROUNDBOUT/SCHOOL ENTRANCE ENG.				250,000
OTHER EXPENSES	1,398	4,000	4,000	4,000
TOTAL EXPENSES	503,601	1,273,297	1,167,943	1,193,002
EXCESS REVENUE OVER(UNDER) EXPENSES	250,196	(521,634)	(404,071)	(363,261)
FUND BALANCE	1,916,605	1,310,371	1,414,934	1,111,305
SNOW REMOVAL CONTINGENCY	100,000	100,000	100,000	100,000
PARKING IN LIEU FUND BALANCE	12,160	10,160	23,160	21,160
DESIGNATED FOR TRANSPORTATION	279,966	366,566	366,566	308,933
2018 Project/Capital Detail:				
Paving Projects:				
Pave & increase size of 4-way lot	\$225,000			
4th Street ROW (head in parking)	\$37,500			
Total Paving Project	\$262,500			
Capital Equipment:				
Street Sweeper	\$ 200,000			

Street & Alley Fund 15 Year Plan	Projected							
	2017	2018	2019	2020	2021	2022	2023	2024
Revenue								
Property Tax-Street	606,198	577,100	582,000	674,393	675,000	717,500	721,000	791,813
Property Tax-Transportation	86,600	192,367	194,000	149,865	150,000	153,750	154,500	105,575
Interest & Penalties	1,500	1,500	1,300	1,300	1,300	1,400	1,400	1,400
Interest Income	2,500	3,500	5,000	7,500	10,000	5,000	5,000	10,000
Highway Users Tax	50,774	51,274	51,774	52,274	52,774	53,274	53,774	54,274
Other Rev/Contributions	3,300	4,000	4,000	5,000	5,000	5,000	5,000	5,000
Total Revenue	750,872	829,741	838,074	890,332	894,074	935,924	940,674	968,062
Payroll Obligations	72,396	72,859	76,502	80,327	84,343	88,561	92,989	97,638
Repair & Maint. Streets	122,000	101,485	105,544	109,766	114,157	118,723	128,472	133,611
Snow Removal	269,000	142,227	147,916	153,833	159,986	166,385	173,041	179,963
Fuel	35,000	30,000	30,900	31,827	32,782	33,765	34,778	35,822
R&M Vehicle	25,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Paving Projects	550,000	262,500	85,000	85,000	85,000	1,000,000	100,000	100,000
Engineering	15,000	15,000	5,000	5,000	50,000	20,000	7,500	7,500
Sidewalk Repair & Maint	15,000	20,000	20,000	20,000	20,000	20,000	25,000	25,000
Storm Water Projects	20,000	10,000	30,000		30,000		35,000	
Treasurers Fees	24,248	26,090	20,370	23,604	23,625	25,113	25,235	27,713
Street Signs/Other Expenses	18,300	20,000	18,000	18,000	18,000	18,000	18,000	18,000
Blower/Sweeper/Plow Blade		200,000				225,000	200,000	
Total Expenditures	1,165,944	920,161	559,232	547,357	637,893	1,735,547	860,015	645,246
AVAILABLE FUND BALANCE	1,414,933	1,132,146	1,216,988	1,410,098	1,516,279	562,906	489,065	706,305
ASSESSED VALUE FOR TAXES	96,183,360	97,000,000	99,910,000	100,000,000	102,500,000	103,000,000	105,575,000	105,750,000
MILL LEVY	7.000	6.000	6.000	6.750	6.750	7.000	7.000	7.500
Transportation Plan Mill	1.000	2.000	2.000	1.500	1.500	1.500	1.500	1.000
Transportation Plan Revenue	86,600	192,367	194,000	149,865	150,000	153,750	154,500	105,575
Transportation Plan Expense		250,000	400,000				650,000	
Fund Balance - Trans. Plan	366,566	222,333	16,333	166,198	316,198	469,948	(25,552)	80,023
2-3% growth reassessment years								

Street & Alley Fund 15 Year Plan								
	2025	2026	2027	2028	2029	2030	2031	2032
Revenue								
Property Tax-Street	793,125	808,988	864,000	881,280	937,125	955,868	956,675	1,033,209
Property Tax-Transportation	105,750	107,865	108,000	110,160	110,250	112,455	112,550	114,801
Interest & Penalties	1,400	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Interest Income	12,000	15,000	1,000	5,000	8,000	8,000	8,000	8,000
Highway Users Tax	54,774	55,274	55,774	56,274	56,774	57,274	57,774	58,274
Other Rev/Contributions	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Total Revenue	972,049	993,627	1,035,274	1,059,214	1,118,649	1,140,097	1,141,499	1,220,784
Payroll Obligations	102,520	107,646	113,028	118,680	124,614	130,844	137,387	144,256
Repair & Maint. Streets	138,955	144,514	150,294	156,306	162,558	169,060	175,823	182,856
Snow Removal	187,161	194,647	202,433	210,531	218,952	227,710	236,818	246,291
Fuel	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
R&M Vehicle	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Paving Projects	100,000	100,000	1,100,000	125,000	125,000	125,000	125,000	1,100,000
Engineering	7,500	60,000	20,000	10,000	10,000	10,000	10,000	10,000
Sidewalk Repair & Maint	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Storm Water Projects	35,000		35,000	35,000				
Treasurers Fees	27,759	28,315	30,240	30,845	32,799	33,455	33,484	36,162
Street Signs/Other Expenses	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
Blower/Sweeper/Plow Blade								
Total Expenditures	698,792	736,125	1,753,139	789,678	778,450	801,843	825,567	1,827,943
AVAILABLE FUND BALANCE	873,812	1,023,449	197,584	356,960	586,909	812,707	1,016,089	294,129
ASSESSED VALUE FOR TAXES	107,865,000	108,000,000	110,160,000	110,250,000	112,455,000	112,550,000	114,801,000	115,000,000
MILL LEVY	7.500	7.500	8.000	8.000	8.500	8.500	8.500	9.000
Transportation Plan Mill	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Transportation Plan Revenue	105,750	107,865	108,000	110,160	110,250	112,455	112,550	114,801
Transportation Plan Expense								
Fund Balance - Trans. Plan	185,773	293,638	401,638	511,798	622,048	734,503	847,053	961,854
2-3% growth reassessment years								

Equipment/Projects:

Snowblower 2023	\$	200,000
Street Sweeper 2018	\$	200,000
Motorgrader 2022	\$	225,000

Paving Project 2018:

Pave 4-way parking lot	\$	225,000
ROW Paving (4th & Elk)	\$	37,500

Paving Project 2019:

Paving 1/2 blocks on 5th	\$	40,000
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Transportation Plan Expenses:**2018**

Roundabout/School Entrance Design	\$	250,000
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2019

School Entrance from 135	\$	400,000
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DRAFT

AFFORDABLE HOUSING FUND 2018 BUDGET

The purpose of the Affordable Housing Fund is for the advancement of lower priced housing stock in Crested Butte. Over the years, the gap between worker's wages in the Crested Butte area and the price of housing has significantly widened. The Town of Crested Butte has been active on many fronts in an effort to help ease this issue.

2017 Changes:

Affordable Housing Payment in Lieu fees are lower than budgeted. 2017 fees were budgeted to be up from 2016, however, the building market was slower than anticipated. Block 79/80 had 7 lot builds begin including a new single-family rental for Town employees in partnership with the Crested Butte Community School. This project has been a successful model of involving students in the construction trade as well learning principles of design. The project is expected to come in over the original budget, however well under the cost of free market construction. Of the 8 lots that were sold in the 2016 lottery, 6 broke ground and are completed or slated to be completed by the end of the year. The sale of the remaining 2 lots should close in 2018 and begin construction.

Unfortunately, with the departure of the Gunnison Valley Regional Housing Authority Executive Director, the planned 8 unit duplex build was delayed for a year. This is predominately due to the GVRHA inability to secure construction financing during the hiring of a new executive director.

The Town also purchased a Poverty Gulch Unit out of foreclosure. This unit will be sold by the end of the year but the Town will have invested more funds to remodel the unit and to secure the unit out of foreclosure than will be recouped from the sale of the unit.

2018 Budget

Revenue:

The main source of revenue is an inter-fund transfer along with the housing payment in lieu fees. These fees are collected on both residential and commercial building projects. Fees for 2018 are budgeted to be similar to 2016 actual collections which is up a little from the anticipated 2017 collections.

The 2018 budget anticipates the closing of the last 2 lots in blocks 79 & 80, Paradise Park subdivision. No revenue is projected for the transfer of four lots to the GVRHA for the facilitation of the construction of 8 for sale units (4 duplexes) in the coming year. The Town would retain one of these units as an employee rental unit. Discussions with the School District are ongoing about the possibility of their purchasing one of these units in 2018 for use as an employee rental. Conversations are also ongoing with the Fire District and Mt. Express in hopes that they will be able to participate in future years.

The proposed budget includes a transfer of funds from the Sales Tax Fund of \$135,000 in order to accomplish the proposed projects and keep the fund at the required \$25,000 fund balance.

Expenditures:

Line items with significant increases:

- Affordable Housing Taps – (this is the 2/3 difference between a deed restricted tap-in fee and a regular tap-in fee) – 2018 anticipates up to 11 taps; 1 ADU, 2 lot builds in Block 79/80, and 8 unit GVRHA project

- Housing Authority – Town’s share of GVRHA cost, up due to the newly executed amended IGA with the Housing Authority
- Town Rental Build – The Town has budgeted \$250,000 to retain 1 of the 8 GVRHA duplex builds for a rental for a Town employee
- GVRHA Build- \$50,000 to assist with having an owner’s rep act as the general contractor for the 4 duplex builds (8 units). The Town will also be contributing 4 lots in Blocks 77, 79, & 80 for the duplexes.

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TOWN OF CRESTED BUTTE				
2018 BUDGET				
AFFORDABLE HOUSING	2016	2017	2017	2018
	ACTUAL	BUDGET	PROJECTED	BUDGET
REVENUES:				
AFFORDABLE HOUSING PMT IN LIEU	46,562	60,000	30,000	45,000
PARADISE PARK LOT SALES	195,000	190,000	90,000	100,000
DUPLEX/RANCH HOUSE-RENTS	32,655	35,280	34,000	38,000
RED LADY ESTATE RENT	7,235	5,220	5,220	5,220
PARADISE PARK - UNIT SALES			110,320	
INTEREST INCOME	613	100	300	300
OTHER/GRANTS	3,088			
CONTRIBUTION FROM SALES TAX				135,000
CONTRIBUTION FROM RESERVE				244,284
TOTAL REVENUE	285,153	290,600	269,840	567,804
EXPENSES:				
LEGAL FEES	9,627	10,000	15,000	10,000
AUDITING	750	1,000	855	1,000
INSURANCE	3,761	4,000	4,115	4,800
AFFORDABLE HOUSING TAPS	47,565	233,340	96,000	132,000
TRAVEL & EDUCATION	1,423	1,500	900	1,500
DEED RESTRICTED UNIT PURCHASE			133,528	
UTILITIES	1,839	3,800	1,800	2,200
HOUSING AUTHORITY	48,000	55,000	55,000	58,000
HOUSING PROJECT BUILD/GVRHA		25,000	8,000	50,000
HOUSING PROJECT DESIGN	3,820			
TOWN RENTAL BUILD		130,000	169,000	260,000
SPACE TO CREATE	0	15,000	2,830	0
BLOCK 79/80 INFRASTRUCTURE	248,986		0	
HOUSING MAINTENANCE	30,598	15,000	8,000	22,500
NEEDS ASSESSMENT	13,073		0	
OTHER EXPENSES	1,409		15	300
TOTAL EXPENSES	410,851	493,640	495,043	542,300
REVENUE OVER(UNDER) EXPENSES	(125,698)	(203,040)	(225,203)	25,504
FUND BALANCE	469,487	394,287	244,284	25,504

Town of Crested Butte
Debt & Lease Schedule

DEBT TYPE	ISSUE DATE	MATURITY DATE	ORIGINAL PRINCIPAL	AMOUNT OUTSTANDING 12/31/17	PRINCIPAL DUE 2018	INTEREST DUE 2018	FUND
General Obligation:							
No Issues outstanding							
Revenue Bonds:							
CWRPDA-Clarifier loan	2010	2030	1,900,000	1,034,525	70,427	20,340	Water & Sewer
CWRPDA-Water Tank	2012	2032	400,000	310,671	18,668	6,121	Water & Sewer
CWRPDA-Wastewater Treatment Plant	2017	2037	2,500,000	2,491,477	105,924	49,304	Water & Sewer
Capital Leases:							
GE Capital Dump Truck	2014	2018	131,200	8,811	8,811	86	Capital Fund
HP Financial Desktop Computers	2014	2018	40,933	5,408	5,408	75	General Fund
NBH Bank 2016 Loader	2016	2020	170,000	96,964	42,566	1,597	Capital Fund



Staff Report

October 11, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lois Rozman, Finance Director
Subject: Ordinance 31, Series 2017 – Increasing Various Water & Sewer Charges

Summary: Ordinance No. 31, Series 2017 proposes to adjust the minimum monthly service fees (“base rate”) for water service, increase the tiered water rates for usage over the 8,000 gallons per EQR allotment, increase the monthly service charge for sewer service and increase the tap-in fees for water and sewer connections. During the 2018 budget discussion work sessions, staff presented the need to increase the service fees to cover operational costs including depreciation.

Discussion:

WATER SERVICE BASE RATES:

The 2018 budget proposes to increase the minimum monthly water service rate from \$27.50 per EQR per month to \$28.00 per EQR per month, a 1.8% increase. The budget also proposes to increase tiered water usage rates for usage over the 8,000 gallons per EQR base allotment. Each tier increases by \$0.50. The proposed tiered rates are:

Amount over base:	From:	To:
1 – 5,000 gallons	\$3.00/1,000 gallons	\$3.50/1,000 gallons
5,001 – 10,000 gallons	\$3.25/1,000 gallons	\$3.75/1,000 gallons
10,001 – 23,000 gallons	\$3.50/1,000 gallons	\$4.00/1,000 gallons
23,001 – 28,000 gallons	\$3.75/1,000 gallons	\$4.25/1,000 gallons
28,001 – 33,000 gallons	\$4.25/1,000 gallons	\$4.75/1,000 gallons
33,001 + gallons	\$5.00/1,000 gallons	\$5.50/1,000 gallons

With the proposed increases, total operating revenues for water system in 2018 are expected to be \$637,578 and operating expenses are expected to be \$652,515 for a net operating loss of \$14,937 before non-operating income, expenses and capital contributions.

SEWER SERVICE FEE:

The 2018 budget proposes to increase the monthly sewer service fee from \$35.50 per EQR per month to \$37.50 per EQR per month, a 5.6% increase. With the proposed increase, total operating revenues for the sewer system in 2018 are expected to be \$838,747 and operating expenses are expected to be \$886,886 for a net operating loss of \$48,139 before non-operating income, expenses and capital contributions. The proposed fee increase does not fully cover the operating loss as 2018 will be the first year of operation of the upgraded wastewater treatment system and staff would like to have actual operational data to determine future rates.

SYSTEM DEVELOPMENT FEES (TAP-IN FEES):

Tap-in fees are charged for connection to the water and wastewater service mains. The Town has developed a long range schedule of capital projects needed in the water and sewer systems. Tap-in fees are built to help defray the capital costs. For the 2018 budget, staff is requesting a \$500 increase to the total tap-in fee going from \$17,500 per EQR to \$18,000 per EQR) with the break down between water and sewer as \$8,100 for water and \$9,900 for sewer.

Recommendation: Staff recommends setting Ordinance No. 31 for public hearing at the November 6 council meeting.

Possible Motion: I move to set Ordinance No. 31, Series 2017 for public hearing at the November 6, 2017 Council meeting.

**ORDINANCE NO. 31
SERIES 2017**

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING SECTION 13-1-110 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCREASE THE SYSTEM DEVELOPMENT FEES, OTHERWISE KNOWN AS “TAP-IN FEES”, TO \$8,100 PER EQR FOR WATER AND \$9,900 PER EQR FOR SEWER; AMENDING SECTION 13-1-120 OF THE CODE TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGE PER METER FOR WATER USED AT A “BASE RATE” TO \$28.00 PER MONTH PER EQR AND TO INCREASE THE RATES FOR WATER USE ABOVE THE “BASE ALLOTMENT” TO \$3.50 PER 1,000 GALLONS FOR THE FIRST 5,000 GALLON BLOCK, \$3.75 PER 1,000 GALLONS FOR THE SECOND 5,000 GALLON BLOCK, \$4.00 PER 1,000 GALLONS FOR THE THIRD 5,000 GALLON BLOCK, \$4.25 PER 1,000 GALLONS FOR THE FOURTH 5,000 GALLON BLOCK, \$4.75 PER 1,000 GALLONS FOR THE FIFTH 5,000 GALLON BLOCK AND \$5.50 PER 1,000 GALLONS THEREAFTER; AMENDING SECTION 13-1-150 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCREASE THE MONTHLY SERVICE CHARGE FOR SEWER SERVICE TO \$37.50 PER MONTH PER EQR

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 politic under and by virtue of the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Council of the Town of Crested Butte, Colorado has established and implemented a plan of Tap-In Fees which are designed to reflect the incremental costs of water and sewer system expansion, and the Town staff has found that the current water and sewer Tap-In Fees are inadequate to meet the anticipated future costs of water and sewer system expansions; and

WHEREAS, the Town Council has established monthly service charges for the provision of water and sewer services to properties located within the Town, and the Town staff has recommended that adjustments be made in these charges because the present service rates are inadequate to meet the costs of providing these services; and

WHEREAS, the Town Council has found that the amendments contained herein are necessary to protect the health, safety and welfare of the inhabitants of the Town.

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

Section 1. Increase in System Development (Tap-In) Fees. Section 13-1-110, Paragraphs (b), (c), (d)(1) and (2) of the Crested Butte Municipal Code (hereafter “Code”) are hereby amended by deleting them in their entirety and replacing them with the following:

“(b) The system development fee for a single family residence shall be eight thousand one hundred dollars (\$8,100) multiplied by the EQR of that use for the Town System-Water, except as otherwise set forth in Subsection (e) below; and an amount equal to nine thousand nine hundred dollars (\$9,900) multiplied by the EQR of that use for Town System-Sewer, except as otherwise set for in Subsection (e) below.

(c) The system development fee for every other type of use shall be an amount

equal to eight thousand one hundred dollars (\$8,100) multiplied by the EQR of that use for Town System-Water, except as otherwise set forth in subsection (e) below; and an amount equal to nine thousand nine hundred dollars (\$9,900) multiplied by the EQR of that use for Town System-Sewer, except as otherwise set forth in subsection (e) below.

(d)(1) Incremental Water System Development Fee = [(EQR) new minus (EQR) old] times (\$8,100), for Town System-Water.

(2) Incremental Sewer System Development Fee = [(EQR) new minus (EQR) old] times (\$9,900), for Town System-Sewer.”

Section 2. Increase in Water Service and Usage Block Rates. Section 13-1-120 paragraphs (a), (a)(1), (2), (3), (4), (5) and (6) of the Code are hereby amended by deleting them in their entirety and replacing with the following:

“(a) There is hereby levied and charged against all owners, as defined in this Article, a minimum monthly service charge per installed meter for water used at a base rate of twenty-eight dollars (\$28.00) for the first eight thousand (8,000) gallons used per applicable EQR, or additional fraction thereof (base allotment).

“(a)(1) The first five-thousand-gallon block, multiplied by the applicable EQR and fraction thereof, there shall be an additional assessment of three dollars and fifty cents (\$3.50) for each of the next one thousand (1,000) gallons, or portion thereof, of water used above the base allotment.

(2) The second five-thousand-gallon block, multiplied by the applicable EQR and fraction thereof, shall be charged three dollars and seventy-five cents (\$3.75) for each additional one thousand (1,000) gallons of usage or portion thereof.

(3) The third five-thousand-gallon block, multiplied by the applicable EQR and fraction thereof, shall be charged four dollars (\$4.00) for each additional one thousand (1,000) gallons of usage or portion thereof.

(4) The fourth five-thousand-gallon block, multiplied by the applicable EQR and fraction thereof, shall be charged four dollars and twenty-five cents (\$4.25) for each additional one thousand (1,000) gallons of usage or portion thereof.

(5) The fifth five-thousand-gallon block, multiplied by the applicable EQR and fraction thereof, shall be charged four dollars and seventy-five cents (\$4.75) for each additional one thousand (1,000) gallons of usage or portion thereof.

(6) Thereafter, each five-thousand-gallon block multiplied by the applicable EQR and fraction thereof, shall be charged five dollars and fifty cents (\$5.50) for each additional 1,000 gallons of usage or portion thereof.”

Section 3. Increase in Monthly Sewer Service rates. Section 13-1-150 paragraph (a) of the Code is hereby amended by deleting it in its entirety and replacing it with the following:

(a) “There is hereby levied and charged against all owners as defined in this Article a monthly service charge for the use of Town sewer system. The monthly service charge

for use of Town sewer system shall be thirty-seven dollars and fifty Cents (\$37.50) times the respective EQR calculated pursuant to Section 13-1-170 below. Monthly service charges shall commence upon the issuance of a certificate of occupancy, or six (6) months after payment of the system development fee, whichever occurs first. There shall be no abatement or reduction of the monthly service charge, except as otherwise provided in Section 13-1-140 above.”

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, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

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

Section 4. Effective Date. The provisions of this Ordinance shall take effect as of January 1, 2018.

INTRODUCED, AND FIRST READ BEFORE THE TOWN COUNCIL THIS SIXTEENTH DAY OF OCTOBER, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF NOVEMBER, 2017.

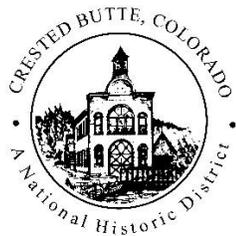
TOWN OF CRESTED BUTTE, COLORADO

By _____
Glenn Michel, Mayor

(SEAL)

ATTEST:

By _____
Lynelle Stanford, Town Clerk



Staff Report

October 16, 2017

To: Mayor and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manger

Subject: **BOZAR Compensation**

Background:

The Board of Zoning and Architectural Review (BOZAR) meets monthly as a Board. There are also two Design Review Committee (DRC) meetings a month prior to the public hearing to provide applicants input on their applications. The Chair of BOZAR is responsible for additional task such as reviewing sign permits, insubstantial determinations, reviewing changes to plans, and other administrative tasks outside of the normal BOZAR meetings.

The Board's compensation has not increased since the 90's. At this time the staff is recommending an increase to the Board compensation. Below are the current and recommended increases to the Board.

Current

Chair \$250 per month
 BOZAR \$50 per meeting
 DRC meeting \$30 per hour
 Work Session Meeting \$50

Recommended

\$350 per month
 BOZAR \$100 per meeting
 DRC \$30 per hour
 Work Session Meeting \$100

Recommendation:

Staff recommends a Council member make a motion, followed by a second to set BOZAR's compensation to the recommended amounts as defined in the staff report.



Staff Report

October 16, 2017

To: Mayor and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: Sustainable Tourism and Outdoor Recreation (STOR) Committee

Background:

The Gunnison County Commissioners are forming a Sustainable Tourism and Outdoor Recreation (STOR) Committee to “act thoughtfully, efficiently and proactively to address negative impacts and develop unique approaches to create a sustainable tourism economy and outdoor recreation experience while preserving the natural resources of our County.” The STOR committee was formed based on the recommendation of the Tourism and Recreation Action Planning group of the One Valley Prosperity Project (OVPP). OVPP discussions also provided the structure for its founding charter (attached).

The Committee will include eleven appointed members, with representatives from the County, each of the municipalities, the land management agencies, the Gunnison-Crested Butte Tourism Association, the Gunnison County Stockgrowers’ Association, and Western State Colorado University. The committee will also have eight (8) at large public seats. All members of the committee will have equal voting power.

The STOR Committee will replace the County’s Trails Commission and will look at trails in the broader context of county-wide recreation.

Staff Recommendation:

Town Staff recommends that the Council make a motion to appoint one of its members to the STOR Committee.

Sustainable Tourism and Outdoor Recreation Committee

Committee Charter

Purpose

The Gunnison Valley contains stunning vistas, varied recreational opportunities. These landscapes and recreation amenities contribute significantly to the Valley's tourism economy and high quality of life. Public lands provide the backbone of our tourism industry and residents highly value their access to public lands which is why many of our residents call Gunnison County home.

When real or perceived threats to the quality of the experience on public lands occur, a conflict may arise causing us to question the value of our tourism economy. As the popularity of our community increases, we need to accommodate and sustainably manage both residents and visitors for the long term. The sustainable use of natural resources, including landscapes, forests, vegetation and wildlife, is a critical tool for conservation when addressing the increasing pressures on the natural environment by people.

Residents noted the vast numbers of people camping in the upper Valley that were not in formal campgrounds—trash, human waste and other signs of heavy use were found. Trailheads and parking areas were overcrowded. These negative impacts are exacerbated by the housing crisis with public lands becoming de-facto affordable housing to some. Local frustration with tourism included crowding on trails and in towns, disrespectful behaviors, and a culture clash with our value of being slow-paced, small towns.

Our share of winter tourism, largely driven by alpine skiing, is waning, primarily due to the competitive nature of the industry and the significant investment in new ski terrain and guest amenities occurring with other ski resorts around the West. We have one of the lowest winter occupancy and average daily rates among the 18 competitors. It is CBMR's goal to reach 500,000 skier visits by the 2021-2022 winter season which aligns with air service growth goals. At the level of 500,000 skier days, CBMR would have a sustainable financial position allowing for larger capital improvements while also providing stability for the inevitable low snow years. CBMR continues to gain momentum in increasing winter and summer visits but will need community support for initiatives like the One Valley Prosperity Strategy to help maintain this momentum over time.

While we want to mitigate and better manage summer tourism, we do have the capacity to grow and improve tourism in the winter. If we do not change our approach related to tourism and recreation—if we maintain the status quo—the challenges associated with carrying capacity will continue to increase.

A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The Sustainable Tourism and Outdoor Recreation (STOR) Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economy and outdoor recreation experience while preserving the natural resources of our County. It will be important for each and every Committee member to come to the table with open minds, keeping in mind the greater good and a

supportive, collaborative approach. It will take all members to address the complex challenges that we face.

The purpose of the STOR Committee is to work collaboratively to implement the following action steps:

1. To complete projects, and implement programs and strategies which will result in a sustainable tourism and outdoor recreation economy that also sustains the natural resources and aligns with the community's values.
2. To utilize renewable natural resources sustainably. To not threaten a species or landscape by over-use, and optimize benefits to both the environment and human needs.
3. To develop a strategic plan to collaboratively set priorities, plan, and implement improvements in outdoor recreational assets.
4. To prioritize areas and/or projects for collaborative effort and action, including, but not limited to:
 - Trail development and maintenance
 - Sanitary facilities
 - Camping management/improvements
 - Trailhead improvements
 - Parking
 - Signage
 - River access
 - Lake amenities
 - Wildlife resources
5. To develop and/or maintain recreation infrastructure in Gunnison County to reduce and mitigate the impacts of recreation.
6. To plan, implement and finance proposed improvements/projects through shared resources, identification and development of new funding sources and collaborative grant applications.
7. To submit unified comments on recreation projects and/or related federal planning processes.
8. To develop recreation infrastructure assessment.
9. To oversee implementation of OVPP Strategy related to Sustainable Tourism and Outdoor Recreation.

Organization

The Sustainable Tourism and Outdoor Recreation Committee (STOR Committee) is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values.

The negative impacts of tourism and outdoor recreation to our natural resources and our community values (e.g. outdoor recreation experience and our connection with nature) jeopardize the sustainability of the natural resource. In order to protect natural resources and reap the benefits of tourism and recreation as an economic sector they must be managed in a way that does not conflict with our quality of life and instead complements our community values.

This committee is being referred to herein as "the Sustainable Tourism and Outdoor Recreation Committee." The Gunnison Board of County Commissioners is referred to herein as "the Board."

Actions of the Sustainable Tourism and Outdoor Recreation Committee shall be governed by the Action Plan and Goals identified in the One Valley Prosperity Strategy and those adopted by the Board of County Commissioners and attached to this Charter as Exhibit A which may be amended from time to time.

Duration

The creation of the Sustainable Tourism and Outdoor Recreation Committee will be reviewed annually by the Board of Commissioners and Committee members will be reappointed until such time it is determined that the need no longer exists.

Membership and Responsibilities

1. The Sustainable Tourism and Outdoor Recreation Committee shall be comprised of nineteen regular members appointed by the Board of County Commissioners. Applicants to the Committee will be one (unless otherwise stated) from the following categories:
 - a. City of Gunnison
 - b. Town of Crested Butte
 - c. Town of Mt. Crested Butte
 - d. Town of Pitkin
 - e. Gunnison County
 - f. Colorado Parks and Wildlife (CPW)
 - g. U.S. Forest Service (USFS)
 - h. Bureau of Land Management (BLM)
 - i. National Park Service (NPS)
 - j. Gunnison-Crested Butte Tourism Association
 - k. Gunnison County Stockgrowers' Association
 - l. Crested Butte Mountain Resort
 - m. Western State Colorado University
 - n. At-large public (8)

Each nominating entity (a.-k.) shall recommend one member for a three-year term; the BOCC shall have the opportunity to interview and affirm the nominated representative to the STOR Committee. At-large committee members shall be appointed for a two-year term by the Board.

2. Each nominating entity shall empower their nominee to represent the entity and to make decisions and recommendations on behalf of their entity.
3. Appointed members must have the authority, to the maximum extent feasible, to vote on issues before the Committee without having to seek counsel from their nominating entity.
4. Public at-large Committee members shall represent stakeholder groups that have active interests in sustainable tourism and outdoor recreation and the capacity (resources, staffing, etc.) to support action and implementation of the STOR Committee.
5. A vacancy created by the resignation or termination of a member's term is filled by appointment by the Board of County Commissioners for the length of time remaining in the vacated term. If a vacancy is created by an agency (municipal, state, federal, etc.) rather than an at-large seat, the agency shall nominate a new representative to the STOR Committee.

6. A Committee member can be removed by the appropriate entity and/or the Board, no sooner than ten (10) days after written notice is provided to such member by that nominating entity.
7. Any member may resign from the Committee by giving written notice to the appropriate nominating or appointing entity.
8. A Committee member is responsible for the following:
 - a. Reviewing all material received prior to meetings.
 - b. Attending all meetings, insofar as possible, and notifying the Chairperson of absences at least five days in advance of the meeting(s) to be missed.
 - c. Making every effort to raise questions and concerns about a proposal as soon as they are apparent.
 - d. Review recommendations and makes decisions before the Committee.
 - e. Assist new members of the Committee as needed.
 - f. The Committee will meet with and make at least quarterly reports to the Board.
 - g. The Committee will utilize the goals, objectives and strategies in the One Valley Prosperity Strategy to assure the success of the projects and coordination efforts with various agencies.
 - h. The Community Development Department will send minutes of all meetings of the Committee to each member.

Officers and Duties

1. Officers of the Committee are a Chairperson and Vice-Chairperson who are members, and any other officers, as the Committee deems necessary.
2. Officers are elected annually by members at the Committee's first meeting of the calendar year, following the BOCC appointment of members, and shall be elected by a majority vote.
3. Each officer holds office for one calendar year after her/his election and may succeed herself/himself.
4. The Chairperson presides at all meetings of the Committee. The Vice-Chairperson serves in the absence or incapacity of the Chairperson, including in any event in which a conflict of interest prevents participating and vote by the Chairperson; and completes all such duties as are defined herein which are normally performed by the Chairperson.
5. All officers are voting members of the Committee including the Chairperson.
6. All records of the Committee will be maintained by the Community Development Department.
7. When a member resigns or is terminated or term expires they are to turn any records in their possession over to the new member or the Community Development Director within 15 days of their effective termination date.
8. The Community Development Department will provide support services to the Committee.

Meetings

1. The Committee shall meet monthly or more often, as necessary, to review and act upon matters brought before it.
2. All Committee meetings shall be preceded by at least 24 hours posting and published notice and held regularly and at the noticed times, and are public meetings and open to the public at all times.

3. A quorum of the Committee consists of five members. Action shall be by a majority vote of those members present.
4. The Committee shall keep a permanent, public record of all proceedings as recorded in the form of minutes. Minutes shall not be construed as a transcript of a meeting. All meetings involving financial decisions shall be recorded, except for executive sessions.
5. At least five business days prior to a meeting, the Community Development Director shall transmit to each committee member applicable materials for each item on the agenda for that meeting.

Conflicts of Interest

1. In addition to the provisions of C.R.S. 24-18-101 et seq. as they may be amended, any member of the Committee is considered in a position of conflict of interest if any of the following situations is evidence relative to a specific matter scheduled for discussion:
 - a. The member will directly and substantially be affected to his/her economic benefit or detriment by the action proposed to be taken on the subject matter; but
 - b. There is no conflict if a member of the Committee is solely a member of a general group, which has an interest in a tourism and/or outdoor recreation issue.
2. Any member who considers him/herself to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion or the proposal and shall not vote on the proposal and shall excuse her/himself from the portion of the meeting during which discussions of the subject matter is taking place and leave the meeting room.
3. Questions of conflict of interest which fall outside the above-cited categories shall be referred to the County Attorney for evaluation; no action will be taken on the subject item, and any Committee member whose relationship to the subject or application is in questions, must remove her/himself from any related discussion until a finding from the County Attorney is received by the Chairperson.

Amendments

This Charter and Procedures may be altered and amended and new ones recommended by a concurring vote of five or more members of the Committee at a regular meeting subsequent to notification of the proposed change. By such vote of the Committee, the amended Charter and Procedures will be submitted to the Board of County Commissioners for consideration and approval.

Strategies

The STOR Committee will engage in the following strategies with members and partners to achieve its goals:

1. **Be a Model and Leader of Outdoor Stewardship:** Develop recreation and environmental best practices for tourism and outdoor recreation that can be a model for others.
2. **Enhance Strategic Collaboration:** Provide a structure for collaboration that promotes strategic planning, action and implementation.

3. **Be Proactive:** Identify and prioritize areas for maintenance, management, improvements, and/or development.
4. **Educate:** Build and maintain community awareness of issues related to outdoor etiquette, recreational options and value of the resource.
5. **Advocate:** Advocate for needed changes in priorities, goals and resource allocation.
6. **Monitor Progress:** Surveys, impact assessments, trailhead counts, traffic counts, and information about use of facilities (campgrounds, trails, parking areas) shall be monitored to evaluate progress.

Committee Structure

Community Builders Task Force Liaison

The Community Builders Task Force (CBTF) is a coalition of community leaders and elected officials focused on regional cooperation and coordination. The CBTF is the oversight committee of the OVPP. A liaison is appointed to attend CBTF meetings with the aim of keeping a focus on the community value of quality of life, active lifestyles and the connection to the outdoors. A liaison from the STOR Committee will serve a one year term.

Sub-Committees

Sub-Committees will be formed on an as needed basis and may include members that are not part of the STOR Committee; however any Sub-Committee shall be chaired by a STOR Committee member.

2018 Focus & Action Plan

Focus

In 2016, the One Valley Prosperity Project resulted in this guiding principle for our community:

We believe the culture of the Gunnison Valley, which is inclusive of all people, and reveres our natural setting is important. We will welcome guests to our Valley and strive to include them in our culture and educate them about our values in which outdoor education plays a significant role.

We believe sustainable tourism should:

1. **Have positive impacts on the communities, culture, and local values while minimizing impacts to our fragile environment and man-made resources.**
2. **Provide visitors with an outstanding experience through information, education, infrastructure, friendly atmosphere, and a remarkable environment.**

- 3. Maintain high quality outdoor recreation, an essential resource in the Gunnison Valley, both to support a vital tourism sector of our economy and for the well-being and values of our residents.**
- 4. Create synergies that support other components of our Valley's economy.**

The One Valley Prosperity Strategy identifies the following key strategic approaches:

- Manage Summer Tourism
- Grow Tourism in the Winter and Shoulder Seasons
- Communicate Diversity of Assets to Better Distribute Visitors
- Grow Capacity for Long Term Sustainable Management
- Enhance Recreation Infrastructure
- Continue Current Tourism Marketing Strategy
- Develop a Regional Trails Master Plan
- Mitigate Conditions in the Upper Valley
- Develop an Education Campaign
- Initiate a Communication Strategy for Summer Visitors on Public Land Changes
- Centralize an Events Calendar
- Participate Regionally in the Forest Revision Plan
- Create a System for Sustainable Events

Many of the STOR Committee members were active participants in the development of OVPP Strategy. Implementing the OVPP Strategy will help advance the goals of the STOR Committee. The STOR Committee serves an important purpose in creating a forum to prioritize projects, leverage resources and maximize impact.

Exhibit A

2018 Action Plan

GOAL 1: Coordinate implementation of the One Valley Prosperity Strategy (OVP Strategy) related to Sustainable Tourism and Recreation.

Strategy 1 By March 31, 2018, develop work plans for the OVP Strategy implementation.

Action: Prioritize work plan projects and develop sub-committees as appropriate

Strategy 2 By March 31, 2018 Identify top five priority areas for short term action/attention including but not limited to trail development, trail maintenance, use dispersal, parking, trailheads, sanitary facilities, campgrounds, river access

Action: Identify needed resources for priority projects and opportunities for shared resources, collaboration and funding opportunities.

GOAL 2: Ensure the Valley's tourism sector of the economy is year round, vibrant and supports our community's values.

Strategy 1 By December 31, 2018 create a Recreation infrastructure Assessment

Action: Develop plan to operationalize Recreation Infrastructure Assessment with strategies, actions and timelines for implementation

Action: Develop Trails Master Plan

GOAL 3: Foster a resident and visitor culture that demonstrates respect for our community, culture and environment

Strategy 1 By December 31, 2018 develop a unified Gunnison Valley message for stewardship ethic and recreation etiquette to be distributed through local channels which utilizes a nationally recognized model such as the "leave no trace" program

Strategy 2 Support regional educational campaigns (Mountain Manners and Crested Butte Conservation Corps) for residents and guests to promote responsible use and good stewardship.

Goal 4: Support collaboration between federal land agencies, local government, non-profit and user groups to improve management of recreation and natural resources.

Strategy 1 By March 30, 2018 develop a fundraising strategy for identified priority projects.

Strategy 2 By September 30, 2018 set common goals and priorities for natural resource and recreation asset enhancements.

Strategy 3 Coordinate a regional vision and strategy for public lands and actively engage in the USFS Forest Plan Revision process.

Goal 5: Be proactive in management of private and public natural and recreation assets to minimize resource degradation and enhance quality.

Strategy 1 Manage campground capacity to minimize illegal and/or dispersed camping.

- Strategy 2** Improve and coordinate trail signage regionally to enhance user experience and reduce negative impacts such as trespassing.
- Strategy 3** By March 31, 2018, target businesses who interact with visitors (recreation businesses, visitor center, concierges, etc.) to understand recent public land rule changes (i.e. USFS and BLM dispersed camping regulations) and how to direct visitors to additional information.

From: [m rubio](#)
To: [Lynelle Stanford](#)
Subject: Brush Creek Proposal
Date: Monday, October 02, 2017 9:15:12 PM

Crested ButteTown Council,

Thank you in advance for taking the time to consider this brief letter. I grew up in Colorado and I've been coming to Crested Butte for 38 years. A few years ago my family and I were lucky enough to buy property in Meridian Lake Meadows. It is our intention, in the not too distant future to call Crested Butte our full time residence. I've loved Crested Butte and the East River Valley since I was a young boy and I've come to put a premium on what makes Crested Butte unique from the other Colorado resort towns...for that matter, most other mountain resort towns in North America. I've been fortunate enough to spend time in European mountain villages as well. The one constant in Europe, is their dedication and discipline to maintain the quaint and non commercialized spirit of the towns. That approach does not stifle economic growth, but leads to economic growth and development on their terms...which keeps the values and aesthetics of the villages controlled by those people who have the largest stake in the community. Crested Butte is one of the very few places left in America that has historically, operated in much the same way.

When I spoke to friends in the valley (realtors, business owners and long time residents) about the Brush Creek proposal, I was dumbfounded at the lack of public involvement and almost complete lack of disclosure. I understand the need for affordable housing in the community. That unfortunately, is not unique to Crested Butte, but prevalent in almost every resort town in North America. What strikes me about the proceedings thus far, is the lack of conviction and duty of the Crested Butte Town Council to stand up for the town of Crested Butte and their constituents. It seems that those parties that will be impacted the least by the current proposal (CBMR, Gunnison County and Gatesco) are "running the show". Gunnison County would love to sign the land over to Gatesco. The county would be able to say they have accomplished a very big step on the road to affordable housing in the valley. Gatesco would be pleased that they could develop a high density, low income housing project and exit the valley with solid profits. CBMR would have employees closer to the resort. It's a win for all 3 groups, except for the town of Crested Butte. Anytime a municipality has concentrated low income housing in one location, they spend decades trying to reverse the inevitable outcomes and the impacts of those planned "affordable housing" projects. I would expect those on the Crested Butte Town Council to take a very firm stand against this proposal. People speak about the town council and their "political will" to take a stand. I would expect the Crested Butte Town Council to take this issue up in a court of law (injunction) if that is what is required to get Gunnison County to put their pen down and cease the signing of a sale to Gatesco. This is an inflection point of the direction our community. Undoubtedly, there will be many other crossroads faced in the development of our valley, but the outcome of this issue will certainly set the community down a path most in the community do not want to follow and it is the duty of the Crested Butte Town Council to serve their community with determination, dignity and integrity.

Crested Butte and CBMR will have to address affordable housing, but this is not the solution. Integrated affordable housing in our community is the direction we know we must go, not an isolated affordable housing project at the entrance of town.

Many thanks,

Marc Rubio

From: [Johnna Bernholtz](#)
To: [Glenn Michel](#); [Lynelle Stanford](#)
Cc: [R Mason](#); [Chris Ladoulis](#); [J Schmidt](#); [Laura Mitchell](#); [Jackson Petito](#); pmerck@crestedbutteco.gov
Subject: Brush Creek proposal
Date: Wednesday, October 04, 2017 10:47:10 AM

October 4, 2017

Dear Council Members,

I am writing this letter to express my concern over the proposed Brush Creek development as I unfortunately will be out of town for the meeting. You as the elected representatives of our town and community need to protect our resources, quality of life and the values and goals of our community to maintain the historical character of our community and town.

This is NOT the place for a 'metro-area' type development which if built out will increase the density of just the Town of Mt. Crested Butte and Crested Butte by almost 25%. In one development! The overall impact is not just a huge increase in the number of people living at the northern most end of the valley, it is the strain on the overall infrastructure of the towns itself; water resources, the roads and the school just to name a few. Our school is a HUGE asset to this valley and it is maxed at this point. Closets have literally been turned into classrooms and there two teachers who currently don't even have a classroom and have to move each period. How will the new expansion or location be paid for? Will this development help because it will be a factor of growth? What about the ever stressed Volunteer Fire Department & the police department? The Council needs to think long and hard about these impacts and how the Town will pay for those, as I'm sure the developer will not.

Water and sewage is a big concern. I live close to the Town of CB's water sanitation plant and it is stressed as it is and has smelled more in the past 2 years than in the 10 I've been its neighbor. I know work is being done, but how long till that needs updated again? The new Cypress development is already going to be tapping in. We cannot support every development that wants to be near town. Development needs to take care and pay for itself as well as the huge impacts it brings to a small community like ours.

I've lived in the valley for 25 years and housing is not a new issue. The burden of housing at this point will never change and not everyone can or will be able to live in Crested Butte. Nor should there be an entitlement that anyone who wants to live in town should be able to. We live in a large valley and the housing issue should be a responsibility of Mt. Crested Butte all the way to Gunnison. We need to learn to say NO to more than our share and more than our town can manage. Look at our percentage of affordable housing vs. the rest of the valley. We just keep paying & paying for everyone else. As a taxpayer and voter, I'm tired of it. People all over the world commute to work and make it work if it's a place they want to be. We have better public transportation than most cities going both directions in the valley. Let's expand it to accommodate more workers moving through the corridor.

November is coming and I will be watching and listening to the decisions you are making on your towns peoples behalf. From what I'm hearing and seeing your constituents say NO. Stand up for us and do the right thing. This needs re-evaluated, slowed down and IF a development goes in it should be on a MUCH smaller scale where a stop light won't be needed as soon as it's built.

I appreciate your work and am happy to talk more with anyone.

Sincerely,

Johnna Bernholtz

731 Teocalli Ave.

Town of Crested Butte

[970-209-0896](tel:970-209-0896)

johnnabobb@gmail.com

From: [Janae Deverell](mailto:Janae.Deverell)
To: jmessner@gunnisoncounty.org; jhouck@gunnisoncounty.org; pchamberland@gunnisoncounty.org; [Glenn Michel](mailto:Glenn.Michel); [R Mason](mailto:R.Mason); [Chris Ladoulis](mailto:Chris.Ladoulis); [Paul Merck](mailto:Paul.Merck); [J Schmidt](mailto:J.Schmidt); [Laura Mitchell](mailto:Laura.Mitchell); tbarnes@mtcrestedbuttecolorado.us; klodovico@mtcrestedbuttecolorado.us; jfarmer@mtcrestedbuttecolorado.us; ddaquila@mtcrestedbuttecolorado.us; nkempin@mtcrestedbuttecolorado.us; [Ethan Mueller](mailto:Ethan.Mueller); [Lynelle Stanford](mailto:Lynelle.Stanford)
Subject: Brush Creek Proposal
Date: Friday, October 06, 2017 8:45:14 PM

Hello County Commissioners, CBMR, and Town Council Members.

Given that I could not attend the meeting at the Center for the Arts last evening due to a school event, I wanted to write to express my concerns about the proposed development at Brush Creek. While I absolutely support the development of additional affordable housing in this valley, I ask that you slow down and consider the possibilities of how affordable housing should best be addressed before proceeding with this proposal.

The upper end of the valley is already struggling to provide the amenities and infrastructure needed to support the people who currently live here and our visitors. We do not have nearly enough parking in Crested Butte or Mt. Crested Butte. In the upper end of the valley, turning left onto Highway 135, or Gothic Road, during summer or school drop off/pick up hours is already a daunting task. Our school is packed. The fire department needs to expand. We don't have enough accessible public restrooms. We are officially out of gym and field space to support both youth and adult recreation programs. How are an additional 600 people going to affect this situation? And who's going to pay for all of the additional infrastructure and amenities we need?

There is no doubt that the town of Crested Butte, being the closest municipality, will absorb the "brunt" of this development. Some of you may not live in the town of Crested Butte, or even come into the town of Crested Butte more than once or twice per year, yet I believe that all of you still hold a responsibility to think about this development will affect the town and the people living here. Before proceeding with a development that will add up 600 residents, I ask that you take a deep breath and plan thoughtfully and intelligently rather than plan quickly.

On another note, I would much rather see this land be used for micro lots and duplex and triplexes that allow locals an opportunity to invest in this community and be homeowners.

In regard to rents, please keep in mind that putting an entire family in an apartment for \$1900 per month could hardly be considered affordable.

Lastly, I do not support giving public land away permanently to a private party so that he may reap financial benefit.

Thank you for reading. If you have any questions, I am always happy to chat.

Sincerely,

Janae Pritchett
970-497-6640
708 Whiterock, Crested Butte

*Charles and Jennifer Bess
199 Coyote Circle
Crested Butte, Colorado*

October 3, 2017

Gunnison County Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Gunnison County Planning Commission
200 E. Virginia Avenue
Gunnison, CO 81230

Town Council
Town of Mt. Crested Butte, Colorado
911 Gothic Road
P.O. Box 5800
Mt. Crested Butte, CO 81225

Town Council
Town of Crested Butte, Colorado
507 Maroon Avenue
P.O. Box 39
Crested Butte, CO 81224

Re: **Objection to Proposed GatesCo/Brush Creek Major Land Use Change and Development**

Dear County Commissioners, Planning Commission Members and Town Council Members:

We are property owners in the Skyland subdivision south of Crested Butte, and own a home on Coyote Circle, which is immediately adjacent to the 13 acre parcel located at Brush Creek Road and Highway 135 that is jointly owned by our local governmental entities – Gunnison County, The Town of Crested Butte, and Mount Crested Butte. We vigorously object to the proposed GatesCo development on that property. Make no mistake, we support the development of work-force housing in the County, including building multifamily apartment and condominium style projects to meet the critical affordable housing needs in our Community. We also support reasonable development of the Brush Creek parcel consistent with existing zoning and the density limitations that have historically applied to all surrounding developments in the area – particularly those that are immediately adjacent to the Brush Creek parcel. Well-planned development of the Brush Creek parcel can be accomplished in compliance with these existing zoning and density limitations in a manner that does not completely alter the fabric of our community.

Like all other homeowners in Skyland, we purchased our property because of the beauty of the area and the thoughtfully planned development of housing throughout Skyland and adjacent neighborhoods. The community-wide expectation is that future development would and should occur within the framework of existing zoning and entitlements on such properties, and that the application of zoning and development guidelines would be consistent and compatible with adjacent developments. The proposed GatesCo project constitutes a significant departure not only from existing zoning and development limitations, but also would permanently alter the culture of our community in a decidedly negative direction. The proposed development is an abhorrent attempt to significantly increase density without regard to the negative impacts of that development on surrounding areas and communities.

The proposed development introduces housing density unlike any other development in the area, increasing density from the current zoning of 1.2 units per acre to 22 units per acre! In a project that is 18 times the size of surrounding developments when fully developed, the impact of such a change would be catastrophic. To allow such a drastic change in density would result in a new urban-level community in the middle of a suburban and country setting, a change that would be

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*Mailing Address:
5021 S. Elmira Street, Greenwood Village, Colorado 80111*

unconscionable. The resulting impacts on traffic alone along Brush Creek and at the intersection of Brush Creek and Highway 135 will be devastating. This single development would add more than 500 vehicles per day utilizing Brush Creek Road to turn onto and from Highway 135 – that increased level of traffic cannot be managed without a stoplight. The impact of increased pedestrian and bicycle traffic will also increase significantly, together with the increased danger of vehicle/pedestrian-bicycle accidents. Management of these impacts will also have other unknown and unintended consequences that will adversely impact the quality of life of existing residents and property owners.

The strain on public services resulting from the proposed development would also be devastating. Look at sewer service alone – the developer has suggested the use of an on-site sewer treatment facility. Really? Will anyone want to live on an incredibly dense 13 acre parcel that they must also share with an on-site sewer facility? And what of the cost to connect the proposed development to existing facilities – who pays for that cost, or the cost to increase capacity of existing facilities? Certainly this cannot be a public expense. And what about water service to this new community? The proposed plan does not address water, and the property does not enjoy any water rights – where does the proposed water come from? How does a plan of augmentation affect existing water rights and users? Without a clear plan for water, such a development should not even be considered.

The proposed Brush Creek development is a misguided attempt to solve all of the housing problems of Crested Butte, Mount Crested Butte, Gunnison County and CBMR in one fell swoop, in one location, in one development – and most tragically, in a development that utterly fails to solve the work-force housing needs in our County. Certainly any developer of the property is entitled to earn a profit, but not at the expense of the greater community. We encourage the collaborative efforts of our local governments and stakeholders to work together to find solutions that are in the best interests of all concerned. There are better solutions, and we are counting on you to defend the rights of adjacent landowners, to enforce the existing zoning and development limitations on the Brush Creek parcel, and to assure that the needs and goals of our community are met.

Very Truly Yours,



Chuck and Jennifer Bess

cc:

John Messner, Gunnison County Commissioner – District 1 (via email jmessner@gunnisoncounty.org)
 Jonathan Houck, Gunnison County Commissioner – District 2 (via email jhouck@gunnisoncounty.org)
 Phil Chamberland, Gunnison County Commissioner – District 3 (via email pchamberland@gunnisoncounty.org)
 Glenn Michel, Mayor, Town of Crested Butte (via email glenmichel@crestedbutte-co.gov)
 Rolan Mason, Mayor Pro Tem, Town of Crested Butte (via email rmason@crestedbutte-co.gov)
 Jim Schmidt, Town Council, Town of Crested Butte (via email jschmidt@crestedbutte-co.gov)
 Chris Ladoulis, Town Council, Town of Crested Butte (via email cladoulis@crestedbutte-co.gov)
 Paul Merck, Town Council, Town of Crested Butte (via email pmerck@crestedbutte-co.gov)
 Jackson Petito, Town Council, Town of Crested Butte (via email jacksonp@crestedbutte-co.gov)
 Laura Mitchell, Town Council, Town of Crested Butte (via email lmitchell@crestedbutte-co.gov)



KENT COWHERD ARCHITECT

October 12, 2017

Re: Brush Creek Project review

Dear Crested Butte Town Council,

After hearing the questions and concerns raised at the work session of the Council regarding the proposed Brush Creek project, I would like to offer the Council some insights on the project, based on a comparison of the project with the Gunnison County LUR documents and the Gunnison Valley Housing Needs Assessment as well as information on the Brush Creek project website, in an effort to evaluate this proposal against the ruling and guiding documents that will be used by the Gunnison County planning commission in their future evaluation of this project.

One of the main issues that I see after reviewing the documents and hearing more input from locals is that this project offers no ownership opportunities.

Both the LUR and the Gunnison Valley Housing Needs Assessment speak to the importance of a mix of ownership and rental options in offering solutions and strategies towards essential housing, with the overwhelming preference for ownership. Those documents, and the input from the public at last week's meeting, suggest that the best way to develop and maintain a strong community is to allow people to invest in their home community.

My review of the guiding documents that will be employed by the Gunnison County Planning commission in their evaluation of this project shows that many areas in both documents do not seem to support, or even are in opposition to this proposal. I will provide you a letter outlining my findings and highlighting some specifics before the Town Council meeting this Monday, Oct. 16th and I would like to make a presentation during the public comment part of the agenda that more closely highlights the areas in the documents that are both in agreement and in conflict with the Brush Creek proposal. I offer my findings as a starting point for possible further evaluation and review by the Town Council for the negotiations with the proponent and in preparation for the planning commission's upcoming sketch plan review work session on Oct. 20th.

Respectfully,
Kent Cowherd

November 6, 2017**Work Session**

Presentation by Bill Oliver, from Silent Tracks, and Brian Lieberman from the MEM Program at Western, on Data Collection from the Slate River Drainage and Plans for Continued Data Collection

Presentation from the Chamber on Sumer Grants and a Re-cap on Events

Snow Plan

Sale of Poverty Gulch Unit

Review draft ordinance enacting vacation rental tax

Charter Franchise Agreement

November 20, 2017**Work Session**

Reserve for outgoing officials

Resolution – DOLA grant application for water plant engineering

Slate River Development Annexation Concept Review

Ordinance – Disposition of Land at Avalanche Park

Ordinance – Enacting Vacation Rental Tax

December 4, 2017**Work Session**

East River Water Management Plan – Rodney Due

Update from the Center for the Arts – Fundraising and Construction

Americans for the Arts Economic Prosperity Study – Jenny Birnie

Site Visit at the Center for the Arts?

Future Work Session Items:

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Special Events
- Double Basements

- Slate River Update
- Weed Update from Parks and Rec