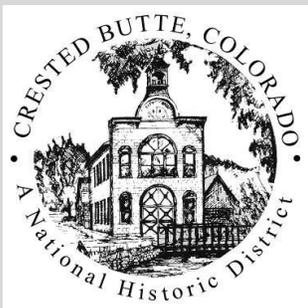


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Tuesday, February 20, 2018
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

6:00 WORK SESSION

Presentation on the Town of Crested Butte Five-Year Affordable Housing Plan.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) February 5, 2018 Regular Town Council Meeting Minutes.
- 2) Creative District Commissioner Appointment to a Three-Year Term.
- 3) Letter of Support for the Crested Butte Land Trust's Grant Application for the Gunsight Bridge Replacement to the Upper Gunnison River Water Conservancy District.
- 4) Resolution No. 3, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign a Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.
- 5) Revocable Easement and Parking Agreement between the Town and Oh Be Joyful Church Located at 625 Maroon Avenue.
- 6) Letter of Support for the Crested Butte Land Trust's Grant Application for the Gunsight Bridge Replacement to the Laura Jane Musser Fund.

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. 2, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Land Use Conditions and Restrictive Covenants.

7:30 NEW BUSINESS

- 1) Presentation of Awards for the BOZAR on the Project of the Year.
- 2) Year-End Report from the Chamber Director, Ashley Upchurch.
- 3) Agreement with GVRHA for Funding and Oversight on the Duplex Build.
- 4) Ordinance No. 3, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Conveyance of Town-Owned Property in Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State Of Colorado to Gunnison Valley Regional Housing Association.
- 5) Discussion and Possible Approval for Proceeding with a Letter to the Gunnison County Planning Commission on the Scarp Ridge LLC Irwin Helipad.

8:25 6) Discussion and Possible Action on the Creation of the Slate River Working Group and Possible Funding Request to the Upper Gunnison River Water Conservancy District.

8:35 **LEGAL MATTERS**

8:40 **COUNCIL REPORTS AND COMMITTEE UPDATES**

8:55 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:05 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, March 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 19, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 2, 2018 - 6:00PM Work Session - 7:00PM Regular Council

9:10 **EXECUTIVE SESSION**

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 Heights Open Space.

10:00 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, February 5, 2018
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:00PM.

Council Members Present: Kent Cowherd, Chris Haver, Laura Mitchell, and Paul Merck

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

Parks and Recreation Director Janna Hansen, Finance Director Rob Zillioux, Town Clerk Lynelle Stanford, and Public Works Director Rodney Due (for part of the meeting)

Executive Director of the Land Trust, Noel Durant, attended Executive Session.

APPROVAL OF AGENDA

There was a request for the addition of an Executive Session to be held after the already scheduled Executive Session, for the purpose of receiving legal advice on conflicts of interest.

Merck moved and Mitchell seconded a motion to approve the agenda with the additional Executive Session at the end of the first Executive Session. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) January 22, 2018 Special Town Council Meeting Minutes.

2) Amendment and Extension for Open Space Funding Agreement for the Trampe Ranch Conservation Easement Project.

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

PUBLIC COMMENT

Sue Navy - 324 Gothic Avenue

- Attended the Planning Commission's public hearing concerning helicopter access at Irwin. She asked the Council to weigh in at the continuation of the hearing.

Harvey Castro - 712 ½ Maroon Avenue

- He was at the meeting for the same reason as Navy.

- Eleven was unable to explain how many flights per day were proposed, the flight paths, and places of origin.
- They received input from the Division of Wildlife, but they focused on wildlife that was at Irwin, with no consideration for the wildlife over which they would be flying.
- It was important for the Town to get involved, especially considering the watershed ordinance.
- Schmidt moved the topic to Other Business to discuss the possibility of adding to a future agenda.

Mike Billingsley - 830 Elk Avenue

- Thanked Staff for work associated with the Brush Creek development.

STAFF UPDATES

Michael Yerman

- Mentioned the TPR meeting in Montrose on February 8th.
- Provided an update on the numbers of vacation rental licenses, related to the cap and the waitlist. He explained the process for people from the wait list to apply.

Janna Hansen

- BOZAR approved the Big Mine Warming House design.
- Thanked Rodney Due for the work done with the amount of snow for the Alley Loop.

Rodney Due

- Thanked his crews for their work on the Alley Loop. It was tight this year, and they did a great job.
- The department was losing the newest operator. They had picked up a new one.
- Schmidt questioned the hours put in by crews for the Alley Loop.
- Spoke with David Leinsdorf (related to comments from Navy and Castro). Irwin was proposing the helipad be located in an area that was already cleared. It did not call for an ordinance right now. They were willing to get a watershed permit, but they were not calling for ground disturbance.
- Would attend a conference next week.

Lynelle Stanford

- There would be a debrief meeting on the Alley Loop if it was necessary after speaking to Mike Reily.
- Asked the Council to discuss scheduling a joint meeting with the Gunnison Council in early March, to be held possibly at the Almont Resort.
- Reminded the next meeting would be on a Tuesday and wanted to confirm there would be a quorum.
- She would be scheduling a picture of the Council at the meeting on March 5th.

Dara MacDonald

- She would be gone for the meeting on February 20th. Due would fill in for operations while she was away, and Yerman would cover her position for the meeting.
- She thanked Haver, Cowherd, and Bob Nevins for their engagement and work on the Brush Creek letter.
- The Sheriff was interested in occupying the Old Rock Jail. Staff would bring an ordinance forward with the lease. Schmidt asked how much rent the Town would be proposing. He thought that they wanted to work with the County, and he acknowledged the need for County services at this end of the valley.

NEW BUSINESS

1) Presentation by John Norton from the Tourism Association on Upcoming Plans.

Norton thanked the Council for having him at the meeting. He explained that the Tourism Association (TA) put their chips into mountain biking in the summer, which seemed to have worked. Per Schmidt's request, Norton reviewed the starting point of work in his current position and the reasons he shifted focus to mountain biking. He expounded upon the TA's budget increase, now up to \$2M. Summers had been spectacular, but winters had not been. He reviewed figures from specific months. Norton didn't think they would turn around winters, responding to Schmidt's question. Schmidt wondered what the answer was to having too many bikers in the summer already. Norton countered that there were areas he rode where he saw nobody. He thought it would be a mistake to stop marketing summer. He stated the budget between winter and summer was about equal. Norton confirmed they could not use funds for capital improvements. Haver reiterated he heard the TA's focuses were on recreation, sustainable tourism, and economic development. He questioned the economic development aspect. Schmidt identified that stand up paddle boarding had exploded in recent years. Norton acknowledged Blue Mesa had been a challenge, and he outlined events they had organized.

2) Presentation by Finance Director Rob Zillioux on the 2017 Financial Summary.

Zillioux summarized the focus of his presentation would be on 2017 local sales tax revenue, trends, and projections. It was a strong year that helped to build reserves. Summer continued to be the main revenue generating part of the year, and the shoulder season in the fall had grown. November and December brought down the year-to-date tax growth. He expected first quarter revenues to be down from last year. He reviewed specific percentages related to segments of the Town's revenue base. He pointed out that some mail order companies had been paying local taxes, but Amazon had not. Zillioux drew the Council's attention to the macroeconomic environment. Revenue was healthy; however, Town was eating into reserves this year and could not continue on the same pace. He mentioned revenue related to short-term rentals and the licensing of them.

3) Ordinance No. 2, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Land Use Conditions and Restrictive Covenants.

Yerman stated that two businesses had moved, and he explained the reason the change was being acted upon by ordinance. It would clean up the title to the building. He added that it had been approved by BOZAR.

Mitchell moved and Merck seconded a motion to set Ordinance No. 2, Series 2018 for public hearing at the February 20th meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Review of Red Lady/135 SH Intersection.

Yerman reviewed history on the direction Staff had received regarding the intersection. He broke down the expenses. After hearing public comments and being conservative related to sales tax, the Staff recommendation would be to proceed with the entrance to the school but not with the roundabout. The entrance required a different process compared to the roundabout, which would represent a cost savings. Schmidt would like to see the sidewalk moved to the north side of Red Lady Avenue due to the conflict at 7th and Red Lady. Yerman said they could consider a sidewalk on Belleview. The Council asked for more information before making a decision. There was a discussion on proposed sidewalk locations. Haver wanted to see the options. Cowherd thanked Yerman for his work done in the past. He thought that if the roundabout led to a domino effect, affecting the later intersections, it was not the best solution for Town. Merck questioned the perimeter trail. Yerman explained costs of the trail.

Chris Myall - 711 Red Lady

- He witnessed the daily traffic around the school.
- He cited the calming effect of a roundabout.
- The turn lane was a great beginning, but the corner would need to be addressed eventually.
- A roundabout made sense.
- He described traffic patterns to consider.

John Hess

- He suggested a stop sign at Red Lady to slow down traffic.
- He didn't think a roundabout was a good idea.

MacDonald suggested they engage the school to modify behavior. Merck agreed they needed to change behavior to reduce the number of people using the intersection.

Haver moved and Merck seconded a motion to proceed with just the design and construction of the school entrance, delaying on planning on the intersection at this time, to look at sidewalk options in the area, and to talk to the school about traffic and movement. A roll call vote was taken with all voting, “Yes,” except Mitchell voted, “No.” **Motion passed.**

5) Discussion of the Contract to Buy, Sell and Develop Real Estate for Essential Housing, Between Gunnison County and APT Brush Creek Road, LLC.

MacDonald told the Council that they had the latest agreement to purchase the land included in the packet. She reviewed two outstanding points of disagreement: 1) locally imposed deed restrictions and financing and 2) the ability for the Town to exercise the repurchase option should the County decline. The County determined they would not make the changes suggested by the Town. Green explained that attorneys draft according to the worst-case scenario. She thought it was the County's belief that of course they would exercise an option. Town had not been involved in negotiations with the developer. Green identified they were trying to make the best of the title being transferred before the approvals were in place. Schmidt had seen deed restrictions released. Green concurred that she had not seen a private financier agree to a deed restriction surviving foreclosure. HUD would consider taking a second place to deed restrictions because it furthered their goals. Gatesco had not decided what kind of financing they would use. Green outlined the idea of requesting the County rezone the Brush Creek parcel so it could be used only for affordable housing and transit and not be affected by foreclosure. Green recognized the other legal issue was the property was being conveyed for significantly less money than it would be sold for if the developer were not providing affordable housing. Green further explained HUD financing, in response to Haver's questions. Green thought there were ways to discuss negotiating an agreement with the County.

Schmidt asked if anyone from the public wanted to comment.

Bob Pannier

- He explained the three different levels of HUD financing programs.

Mitchell moved and Cowherd seconded a motion to request that the County rezone the Brush Creek Parcel so that the property cannot be used for purposes other than affordable housing and transit (as defined by the MOA) that would not be affected by foreclosure. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Mitchell moved and Merck seconded a motion to disapprove proceeding with the contract as drafted because it does not take adequate steps to protect the intended use of the property for affordable housing in perpetuity; and does not allow for other partners in the original acquisition of the property to exercise the option should Gunnison County choose not to. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

6) Letter to Gunnison County Planning Commission for the Sketch Plan Public Hearing for the Corner at Brush Creek Application.

MacDonald updated that the subcommittee had been working to draft the letter to be submitted in advance of the public hearing on the sketch plan application. Then, she

asked how the Council wanted to approach the verbal points to be addressed at the meeting. Schmidt read a statement concerning the property and recounting the Town's position regarding the situation. MacDonald described changes to the letter from the last meeting, specifically changes to the formatting. One point that had been incorporated was the aggregate building size and how it related to the LUR. Cowherd concurred that they rearranged the letter to focus on compatibility. Haver thanked the Staff in creating something clear and digestible. They wanted to stay focused on the LUR. Cowherd stated the project as proposed was not compatible with the surrounding area. Merck thought it was good to ask questions, and he approved of the letter.

Schmidt asked if anyone wanted to comment.

Bob Pannier

- He commended the Council and Staff. It was a wonderful letter. He conveyed his gratitude.

Schmidt recognized the Town of Crested Butte had done more than any other agency as far as affordable housing. He said the project was way beyond scale. Haver drew the Council's attention to points they had discussed to bring up verbally at the public hearing. He asked for consideration in discussing the common practice of affordable housing being located near transportation; there was no infrastructure for services for the project; there were no utilities; and all area plans discussed in-fill development rather than sprawl. Schmidt pointed out they had five minutes to present. Cowherd clarified how they would use the time allocated for public comment. Yerman suggested they add what Town was doing for affordable housing to the opening statement.

Mitchell moved and Haver seconded a motion to send this letter of comment to the County Commissioners and Planning Commission. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Laura Mitchell

- Met with someone from the Nordic Council on fundraising \$2M for the warming house.

Paul Merck

- Went to the Colorado Communities Symposium on climate change. Town was right in line with what was going on in other communities. The idea was to keep pushing the efforts. Town was affected by population density. Other communities were seeing the same things.

- The structural steel for the theatre had been put in at the Center for the Arts, and the new parking lot surface had been poured.
- February and March were busy months for winter programming.
- Met with the Adaptive Sports program. They had their busiest month in the 30-year history. Mentioned an upcoming event next week.
- Fat Bike Worlds went well. A new trail for fat biking had been opened on Snodgrass.

Jim Schmidt

- The museum hosted a video about the Jokerville Dedication. It was quite well attended.
- He went to the mayor/managers meeting. The college made a presentation about trying to increase enrollment, which was the easiest way to increase business in Gunnison. The problem was that there were no places for people to live.
- Met with two students and their advisor. They wanted to know how dedicated the Town was to getting renewable energy. Schmidt thought Town needed to step-up.

Kent Cowherd

- Went to training for elected officials that he recommended to the others.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt asked if they should add discussion on the helipad at Irwin to the next agenda. Mitchell and Merck agreed. MacDonald asked what Staff should provide. Schmidt requested the application to the County. MacDonald offered to provide a comment letter for the Council's consideration.

Schmidt brought up a meeting with the Gunnison City Council in Almont. MacDonald said they were looking at early March at lunchtime. Mitchell preferred a Monday or Wednesday.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Tuesday, February 20, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 19, 2018 - 6:00PM Work Session - 7:00PM Regular Council

Affordable housing would be the topic of the next work session.

EXECUTIVE SESSION

Schmidt read both reasons for the Executive Sessions: 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 a potential land acquisition discussion with the Land Trust and the second Executive Session will be for the discussion of legal advice regarding conflicts of interest.

Mitchell moved and Haver 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 9:29PM. The Council returned to open meeting at 11:01PM. Mayor Schmidt made the required announcement before returning to open meeting.

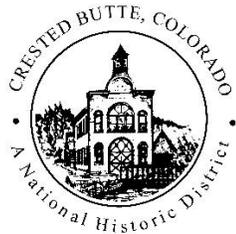
Durant departed at 9:56PM, and Yerman departed at 10:15PM.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 11:03PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

February 20, 2018

To: Mayor Schmidt and Town Council

From: Hilary Henry, Creative District/Open Space Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Appointment of Creative District Commissioners**

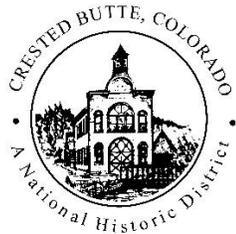
Background:

Sooner McKay fulfilled her term as Crested Butte Creative District Commissioner as of January 1, 2018. Sooner McKay chose to not reapply to the position.

On February 7 and February 12, a selection committee of Kent Cowherd, Jenny Birnie, and Emily Birnie met to review three applications for the open seat and interview candidates. The selection committee recommends the appointment of Kimbre Woods for a three-year term expiring January 1, 2021.

Lisa Wishard was appointed to the Creative District Commission on November 6, 2017 by the Town Council to fulfill the remaining two months of a vacant Commission seat. The selection committee recommends that the Town Council extends her appointment for a full three-year appointment, expiring January 1, 2021.

Recommendation: Staff recommends that the Council makes a motion to appoint Lisa Wishard and Kimbre Woods to three-year terms expiring January 1, 2021.



Staff Report

February 20, 2018

To: Mayor Michel and Town Council

Thru: Michael Yerman, Community Development Director

From: Hilary Henry, Open Space/Creative District Coordinator

Subject: **Letter of Support for the Crested Butte Land Trust's Grant Application for the Gunsight Bridge Replacement to the Upper Gunnison River Water Conservancy District**

Background:

The Crested Butte Land Trust (Land Trust) is requesting a letter of support from the Town of Crested Butte for their grant application to the Upper Gunnison River Water Conservancy District. They are requesting \$50,000 to help support their efforts to replace the Gunsight Bridge.

The Land Trust owns the Gunsight Bridge Open Space, where the bridge is located, and the Town holds the conservation easement. The replacement of the Gunsight Bridge is consistent with the conservation easement for the Gunsight Bridge property.

Previous actions the Town Council has taken to support the project are:

- October 2016: Letter of Support for grant funding to Colorado Parks and Wildlife
- March 2017: Letter of Support for grant funding to the Laura Jane Musser Fund
- June 2017: Letter of Support for grant funding to the Upper Gunnison River Water Conservancy District
- July 2017: Presentation from the Crested Butte Land Trust to the Town Council about the Project
- September 2017: Letters of Support for grant funding to Colorado Parks and Wildlife and the Colorado Water Conservation Board
- November 2017: Awarding of \$15,000 to the project through the Community Grant Program

Staff Recommendation:

Staff recommends the Council makes a motion to authorize the mayor to sign the attached letter of support for the Crested Butte Land Trust's application to the Upper Gunnison River Water Conservancy District for grant funding for the replacement of the Gunsight Bridge.

February 20, 2018

Upper Gunnison River Water Conservancy District
Attn: Frank Kugel, Executive Director
210 W. Spencer Avenue, Suite B
Gunnison, CO 81230

Dear Mr. Kugel,

I'm writing to express the Town of Crested Butte's ("Town") support of the Crested Butte Land Trust's ("Land Trust") grant application for its Gunsight Bridge Replacement and Restoration project. This multi-phased project has resulted in a final plan that will address several important regional goals, including protecting access to conserved open space, improving safety, and enhancing and re-establishing riparian habitat along the Slate River. As the conservation easement holder for the Gunsight Bridge property, the Town is in full support of the project and has contributed \$15,000 from its Community Grant Program towards the construction of the new bridge.

The design of the new Gunsight Bridge will alleviate stress to the river and adjacent habitat while also providing continued safe crossing for its many users. The recreation opportunities provided by Gunsight Bridge are important economic drivers in our small town economy which also help to improve the quality of life for citizens and visitors. The new, full-span bridge design, combined with the installation of relief culverts beneath the downstream berm, will allow the river to move naturally through its channel and floodplain, re-establishing degraded wetlands.

The Town has partnered with the Land Trust on the preservation of more than 1,100 acres with a focus on recreation and open space projects in the Crested Butte region since 1991. The success of this project is critical for the Town and Land Trust's joint effort to uphold the conservation values present on the Gunsight Bridge property and beyond. Please strongly consider this grant application from the Land Trust as they look to embarking on the final project phase.

Sincerely,

James A. Schmidt
Mayor, Town of Crested Butte



Staff Report

February 20, 2018

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 3, Series 2018 – A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign a Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance

Background:

The Town of Crested Butte has been a Tree City USA since 2002 and therefore adheres to the following standards for Tree City USA recognition:

Standard 1: A Tree Board or Department

Standard 2: A Tree Care Ordinance

Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Standard 4: An Arbor Day Observance and Proclamation

Standard 1 states, “Someone must be legally responsible for the care of all trees on city or town-owned property. By delegating tree care decisions to a professional forester, arborist, city department, citizen-led tree board, or some combination, city leaders determine who will perform necessary tree work.” The Building and Parks and Recreation Departments are responsible for the care of trees and the permitting of tree cutting within the Town of Crested Butte. The Parks and Recreation Director, and the Building Official serve in this capacity. The Tree Ordinance can be found in Town code sec. 16-15-10 et seq. In 2017 the Town entered into an annual service agreement with the Colorado State Forest Service for community forestry assistance.

Summary:

Working with an arborist when making tree care decisions has been a wonderful asset to the Town. As development within Town increases so do tree care decisions that are better informed by employing the services of a tree care specialist. By entering into this Agreement, a local state forester will continue to provide the following services for the Town:

1. Assist in the tree care program to renovate existing tree resources within the Town’s jurisdiction, i.e. pruning, planting, contract assistance, advice
2. Assist with Arbor Day
3. Attend Tree Board Meetings

4. Diagnose public and private sick trees within town limits upon request
5. Supervise and inspect technical aspects of tree cutting permit applications
6. Assist with Tree City USA program
7. Assist with updating the Town's tree Ordinance

The Colorado State Forest Service will charge a rate of \$1,040.00 annually for this service. This will be split between Parks Maintenance in the Capital Fund and Building in the General Fund.

Recommendation:

Staff recommends the Town Council approve Resolution No. 3, Series 2018 thereby authorizing the Town Manager to sign the Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.

RESOLUTION NO. 3**SERIES 2018****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE SERVICE AGREEMENT WITH THE COLORADO STATE FOREST SERVICE GUNNISON FIELD OFFICE FOR COMMUNITY FORESTRY ASSISTANCE**

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

WHEREAS, C.R.S. Section 29-1-201, et seq., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so;

WHEREAS, Crested Butte Town Code Section 16-15-10 et seq. requires that the Town provide tree care for trees on public property and defines the permitting process for removal of trees on private property;

WHEREAS, entering into the Agreement supports the Town's tree care standards as defined by the Arbor Day Foundation to meet Tree City USA standards;

WHEREAS, the parties to the Agreement are governing bodies or officials having charge of tree care within their jurisdictions;

WHEREAS, the Town Council hereby finds that the Agreement is in the best interest of the Town and the health, safety and general welfare of the residents and visitors of Crested Butte.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Town Council hereby authorizes the Town Manager to enter into the Service Agreement with the Colorado State Forest Service Gunnison Field Office for the purpose of community forestry assistance hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS
 _____ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE

By: _____
 James A. Schmidt, Mayor

ATTEST

 Lynelle Stanford, Town Clerk

(SEAL)

SERVICES AGREEMENT - 2018

This Services Agreement (“Agreement”) is entered into by and between The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado (“University”), for the use and benefit of the Colorado State Forest Service, and the Town of Crested Butte, an Other: Town organized under the laws of the state of Colorado, with a place of business located at: P.O. Box 39, Crested Butte, Colorado 81224 (“Client”).

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

1. **Independent Contractors.** It is understood and agreed by the parties that the University is an independent contractor with respect to the Client and that this Agreement is not intended and shall not be construed to create an employer/employee or a joint venture relationship between the University and the Client. The University shall be free from the direction and control of the Client in the performance of the University’s obligations under this Agreement, except that the Client may indicate specifications, standards requirements and deliverables for satisfaction of the University’s obligations under this Agreement.
2. **Term.** This Agreement shall be effective commencing on the date of final signature (the “Effective Date”) and shall terminate one year (not to exceed 5 years) thereafter, unless sooner terminated as provided herein or extended by written agreement of the parties.
3. **Scope of Work.** The University agrees to perform the services described in the Scope of Work attached hereto (the “Services”) and made a part hereof as Exhibit A, under the direction and supervision of the Principal Investigator, whose name appears below.
4. **Payment.** The Client agrees to pay the University for the Services performed under this Agreement as follows (*check one*):
 - In a fixed price amount of _____ payable 50% upon execution; 40% at mid-project; 10% upon University’s submission of the final report; OR
 - In accordance with the payment terms set forth in the Scope of Work, Exhibit A attached hereto.
5. **Ownership of Information.** At all times during and following the term of this Agreement, including any extensions or renewals hereof, all records, information and data provided to the University by the Client or developed during the performance of the Services under this Agreement by the University and/or the Client (“Project Records”) shall be and remain the sole property of the Client. The University retains the right to use the Project Records for academic and research purposes. Except as provided in paragraph 7 of this Agreement, any Project Records shall be provided to or returned to the Client upon request after termination of this Agreement.
6. **Reporting Requirements.**
 - 6.1 The University agrees that all Project Records as defined in the Scope of Work or detailed description thereof shall be made available to Client at any reasonable time, subject to the reporting requirements set forth in the Scope of Work.

6.2 Client shall have the right to audit the records of the University related to the Services performed under this Agreement, during normal business hours and upon reasonable notice to University. Such audit may include the financial records of University relating to the Services. University shall reasonably cooperate with Client in satisfying any requirement or order issued by any governmental agency or court, including but not limited to the inspection of University's records or facility.

7. **Equipment.** Unless otherwise provided in the Scope of Work or in a writing signed by the parties, all equipment purchased with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated to providing Services under this Agreement while this Agreement is in effect.
8. **Liability; Insurance.** Each party hereto agrees to be responsible, to the extent authorized by law, for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees acting within the scope of their authority. Notwithstanding any other provision contained herein, no term or condition of this Agreement shall be deemed, construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or provisions, of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S., as now or hereafter amended ("Immunity Act"), nor of the Risk Management self-insurance statutes at 24-30-1501, et seq., C.R.S., as now or hereafter amended ("Risk Management Act"). The parties understand and agree that the liability of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is at all times controlled and limited by the provisions of the Immunity Act and the Risk Management Act, as now or hereafter amended. The parties also understand and agree that the liability of the Client, its departments, institutions, agencies, boards, officials and employees is at all times controlled and limited by the provisions of the Immunity Act. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the State and of the Client by the provisions of the above cited laws.

Colorado State University, its officers, governing board, employees and authorized volunteers (collectively herein, "University") shall not be liable for consequential, indirect, special, incidental, exemplary or other damages arising from the Agreement or its performance by University, except for direct, breach of contract damages proximately caused by a breach of this Agreement by University. Direct damages for which the University may be liable shall not, in any event, exceed the total amount paid for the specific services that University failed to deliver as agreed. University shall not be responsible for any costs incurred by Client in connection with obtaining services through any other provider in the event that this Agreement is terminated, whether for convenience or cause.

9. **Exclusive Warranty; Disclaimer.** University warrants that all deliverables provided under this Agreement will be provided substantially in accordance with the Scope of Work and/or written protocol provided by Client. All other warranties, express and implied, are hereby expressly disclaimed, **INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** University shall not be liable for any indirect, special, incidental, consequential or punitive loss or damage of any kind, including but not limited to lost profits

(regardless of whether or not University knows or should know of the possibility of such loss or damages). The liability of either party under this Agreement shall not exceed the amount paid or payable to the University under this Agreement.

10. **Use of Tradenames and Service Marks.** Neither party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (the "Marks"), or the copyrights of the other party. Neither party will include the name of the other party or of any employee of that party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other party. In the case of the University, prior written approval is required from the University Vice President for Research. In the case of the Client, prior written approval is required from an authorized representative of the Client.
11. **Termination.** Any party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Client, except in the case of a material breach by University, Client shall pay all costs accrued by University as of the date of termination including non-cancelable obligations for the term of this Agreement, which shall include all appointments of staff incurred prior to the effective date of the termination. University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Client is to be liable. University shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Client for payments which may have been advanced in excess of total costs incurred with no further obligations to Client.
12. **Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law. Notwithstanding the foregoing, in the event of a breach or threatened breach of paragraph 10 of this Agreement, the non-defaulting party may terminate the Agreement immediately without affording the defaulting party the opportunity to cure, and may seek an injunction or restraining order as required to prevent unauthorized disclosures of Confidential Information or unauthorized use of its Marks or copyrights. In the event that Client defaults under the obligation to make any payment as required herein, the University shall be entitled to recover, in addition to all amounts due and unpaid, interest at the rate of eighteen percent per annum, plus costs of collection and reasonable attorney fees incurred in connection with such default.
13. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:

Colorado State Forest Service
5060 Campus Delivery
Colorado State University
Fort Collins, CO 80523-5060
Telephone: 970-491-6303
Fax: 970-491-7736

To Client:

Town of Crested Butte
Janna Hansen
P.O. Box 39
Crested Butte, CO 81224

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
01 Administration Building
0006 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006
Tel: 970-491-6270

14. **Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Colorado State University, its governing board or the State of Colorado unless signed by the University Vice-President for Research or his/her authorized delegate.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.
16. **Amendment.** No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
18. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Any claim arising under this Agreement shall be filed and tried in a court of competent jurisdiction situated in the County of Larimer, State of Colorado.
19. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, such consent shall not be required in the case of a sale or transfer to a third party of all or substantially all of a Party's business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.
20. **Obligations to be limited to the funds made available.** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is One Thousand and Forty Dollars (\$1040.00) for the year ending December 31, 2018. In no event shall the Client be liable for payment under this Agreement for any amount in excess thereof. The Client is not under obligation to make any future apportionment of allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

The Board of Governors of the Colorado State University System, acting by and through Colorado State University:

Client:

By: 

By: _____

Printed Name: Sam J. Pankratz

Printed Name: Dava MacDonald

Title: Forester, CSFS, Gunnison Field Office

Title: Town Manager

Date: 1/16/2018

Date: 1/21/18

APPROVED:

By: _____

EXHIBIT A TO SERVICES AGREEMENT

Scope of Work

(Enter or attach a complete description of the work to be performed, including any supplies, deliverables or work product to be provided by University. Specify time and manner of performance as required. . Each page of this Exhibit should be initialed by the signatories for the parties).

PRINCIPAL INVESTIGATOR: _____ Sam Pankratz _____

TITLE: _____ Forester, CSFS, Gunnison Field Office _____

CLIENT INVESTIGATOR: _____ Town of Crested Butte (Janna Hansen) _____

DETAILED DESCRIPTION of Scope of Work for January 1, 2018 – December 31, 2018

- A. Assist in program to renovate existing tree resources within city jurisdiction, i.e. pruning, planting, contract assistance, advice**
- B. Assist with Arbor Day**
- C. Tree Board Meetings**
- D. Diagnose city and private sick trees within city limits upon request**
- E. Supervise and inspect technical aspects of city tree care contracts**
- F. Tree City USA program**
- G. Attend Town Council meetings related to Town Tree Ordinance.**

Payment Terms:

\$1040.00 due in full upon receipt of invoice.

Exhibit A to Services Agreement

Initials:

CSU:

SP

Client:



Staff Report

February 20, 2018

To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: Revocable Easement and Parking Agreement between the Town of Crested Butte and Oh Be Joyful Baptist Church, a Colorado nonprofit corporation for public parking on the East 16 feet of Lot 29, All of Lots 30-32, and All of Lots 1-3, and the East/West alley adjacent to Lots 1-3.

Date: February 13, 2018

SUMMARY:

The Board of Zoning and Architectural Review (BOZAR) approved a parking plan associated with the addition and expansion of the Oh Be Joyful Baptist Church (Church) located at 625 Maroon Avenue at their August 29, 2017 meeting. The BOZAR approved a provision in the parking code (Code) that satisfied a portion of the project's parking requirements through the use of private property together with the adjacent Town Right of Way (ROW) along Maroon Avenue and 7th Street. A revocable easement for parking and in ROWs together with approval of the public use of the parking lot north of the Church must be approved by the Town Council.

The Church has agreed to allow the Town to use of their parking lot situated north of the building for six and a half days per week for public parking. A Revocable Easement and Parking Agreement (Agreement) has been drafted by the Town Attorney that memorializes the use of the parking lot by the Town together with the public/private parking provision that is associated with the ROW.

DISCUSSION:

The combining of private and public property provides a net increase in the parking spaces by reorienting parallel parking to perpendicular (head-in) thereby increasing the number of parking spots in locations along the Maroon Avenue and 7th Street ROW. The provision requires payment in lieu (PIL) of providing off street parking by the Church for the area that is on the ROW. The Council is requested to consider deferment of the PIL fees associated with the Church parking requirements.

The parking pressure throughout Town will only increase as infill within the business district together with the new Arts facility comes on line in 2019. The use of the private parking lot (Church) that accommodates additional public parking is a substantial benefit to the Town. The Church will continue to administer and fund the winter maintenance for all of the parking areas located around the Church. The Town will work with the Church on the installation of signage for the public parking area.

The Agreement provides for deferment of the PIL fees until such time that the church building is no longer utilized as a church facility, or is sold to a third party. At that time, the PIL fees will become due. If further development of the property is proposed, this agreement would also be revisited as parking requirements are likely to change. A ninety-day (90) notification period is required for the Church to engage in the revocation of the easement and parking agreement, and then must re-engage the BOZAR process for use and parking code compliance.

RECOMMENDATION:

Make a motion followed by a second to approve the Revocable Easement and Parking Agreement between the Town of Crested Butte and Oh Be Joyful Baptist Church.

REVOCABLE EASEMENT AND PARKING AGREEMENT

THIS REVOCABLE EASEMENT AND PARKING AGREEMENT is agreed and entered into this ___ day of February, 2018, between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose legal address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, and the Oh Be Joyful Baptist Church, a Colorado nonprofit corporation (“Church”), whose legal address is 625 Maroon Avenue, P.O. Box 175, Crested Butte, Colorado 81224.

RECITALS

A. The Church is the current owner of certain real property and improvements thereon that has the following legal description:

The East 16 feet of Lot 29, All of Lots 30-32 and All of Lots 1-3, and the East/West alley adjacent to Lots 1-3, Block 54, Town of Crested Butte, County of Gunnison, State of Colorado,

More commonly known as 625 Maroon Avenue, Crested Butte Colorado 81224 (“Property”).

B. On July 25, 2017, the Church applied to the Town for changes to and construction of additions on the northwest corner of the existing building on the Property pursuant to Sections 16-5-10 and 16-5-70 of the Crested Butte Municipal Code.

C. Following a public hearing on August 29, 2017, the Town Board of Zoning and Architectural Review (“BOZAR”) approved the Church’s application subject to certain conditions as more specifically set forth in the BOZAR’s written approval.

D. Under one of the conditions of approval, the Church has agreed to give the Town a revocable easement upon the Property for the purpose of providing public parking on the Church Property that is located on Block 54 Lots 1-3 and adjacent to the public right-of-way in the Town. This Agreement is intended to satisfy all of the parking conditions of approval.

E. The Town and the Church desire to memorialize their agreement for the public parking easement on the Property in this Agreement.

In consideration of the forgoing recitals and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Town and the Church agree as follows:

1. Grant of Easement. The Church hereby grants a revocable easement to the Town for the purpose of providing off-street public parking on the existing parking lots located on the Church Property (“Easement Location”), as shown on the attached Exhibit 1. The Town and the

Church agree that the parking on the Property shall be available to the general public Monday through Saturday, and after 1 p.m. on Sundays, of each week.

2. Scope of Easement. The Easement Location on the Property shall be used by the Town only for purposes of providing parking to the general public, which purposes include but are not limited to (i) the right of ingress to and egress from the Easement Location; (ii) the right to park a vehicle in the Easement Location, (iii) the right to install signage in the Easement Location informing the general public of the hours public parking is available and other conditions of parking in the Easement Location, and (iv) the right to enforce the Town's Parking Regulations and Towing and Impoundment Regulations set forth in Article 8 of the Crested Butte Municipal Code.

3. Nonexclusive Easement. The Easement granted herein is a nonexclusive easement, and the Church specifically reserves and retains the right to use the Easement Location for any purpose that is not inconsistent with the Easement conveyed to the Town.

4. Duration of Parking Easement. The Town and the Church agree that the parking easement granted herein shall remain effective for as long as the Church owns the Property and/or uses it as a church or for church purposes or functions, or until revoked provided in this section. The Church may revoke all/or portions of the Easement granted to the Town by providing written notice that the Church is selling the Property, and/or that it will no longer use the Property as a church or for church purposes or functions. The Church may also revoke the Easement for another reason provided the Church makes the \$169,000 payment specified in paragraph 6. In order to revoke the Easement, the Church must provide such written notice to the Town at least 90 days in advance of the date on which the Church desires the revocation of the Easement to be effective.

5. Maintenance – Snow Removal. The Church will continue to maintain and provide snow removal from the existing parking areas in the Easement Location on the Property for the duration of this Easement. The Church shall not be required to pave the parking area in the Easement Location.

6. Payment in Lieu. The Town and the Church agree that pursuant to Section 16-16-50 of the Town Code, the Church is eligible to satisfy a total of thirteen (13) parking spaces by providing payment in lieu of providing off-street parking in connection with the BOZAR's approval of the Church's application. The amount that the Church currently owes the Town is \$13,000 per parking space, or \$169,000. While this Easement Agreement is in effect, the Town and the Church agree that the payment will continue to be owed to the Town, but the Church's obligation to make such payment to the Town will be deferred. At the time this Easement is revoked, however, the Church shall then be obligated to pay the Town \$169,000, unless the reason for the revocation is because the Church is selling the Property or that it will no longer use the Property as a church or for church purposes or functions. If the Church terminates the Easement because the Church is selling the Property or that it will no longer use the Property as a church or for church purposes or functions, then the Church shall be obligated to submit for review future uses of the building together with associated parking requirements and, if required by the Code, to pay the Town the full amount of the payment in lieu of parking at the rate per space owed per the Town Code as of the date on which the Church's revocation of the Easement becomes effective.

7. Recordation of Easement. Pursuant to Section 16-16-30(f)(4) of the Town Code, the parties agree that this Agreement shall be recorded with the Gunnison County Clerk and Recorder following execution.

8. Runs With The Land; No Third Party Beneficiaries. This Easement Agreement runs with the Church's Property and shall be binding upon and inure to the benefit of the parties' successors and assigns. This Easement Agreement is not intended to confer, and does not confer any rights, title, interests, or remedies, upon any person other than the Town, the Church and their successors and assigns.

9. Indemnification. The Town hereby agrees to indemnify, defend and hold harmless the Church from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses, arising out of or relating to this Easement Agreement, including without limitation all claims for personal injury and property damage relating to the use of the parking space at the Easement Location by the Town, its licensees, agents, assigns, or other successors or any other invitee or licensee.

10. Attorneys' Fees. If any action is brought in a court of law by either party to this Easement Agreement as to the enforcement, interpretation or construction of this Easement Agreement, the prevailing party in such action shall be awarded reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

11. Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute a single Easement Agreement.

EXECUTED this ____ day of _____, 2018.

Oh Be Joyful Baptist Church

Town of Crested Butte, a Colorado
Home Rule Municipal Corporation

By: _____

By: _____

Its: _____

James A. Schmidt, Mayor

Attest: _____

Lynelle Stanford, Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by James A. Schmidt, Mayor, and Lynelle Stanford, Clerk, on behalf of the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as _____, of the Oh Be Joyful Baptist Church.

Witness my hand and official seal.

My commission expires: _____.

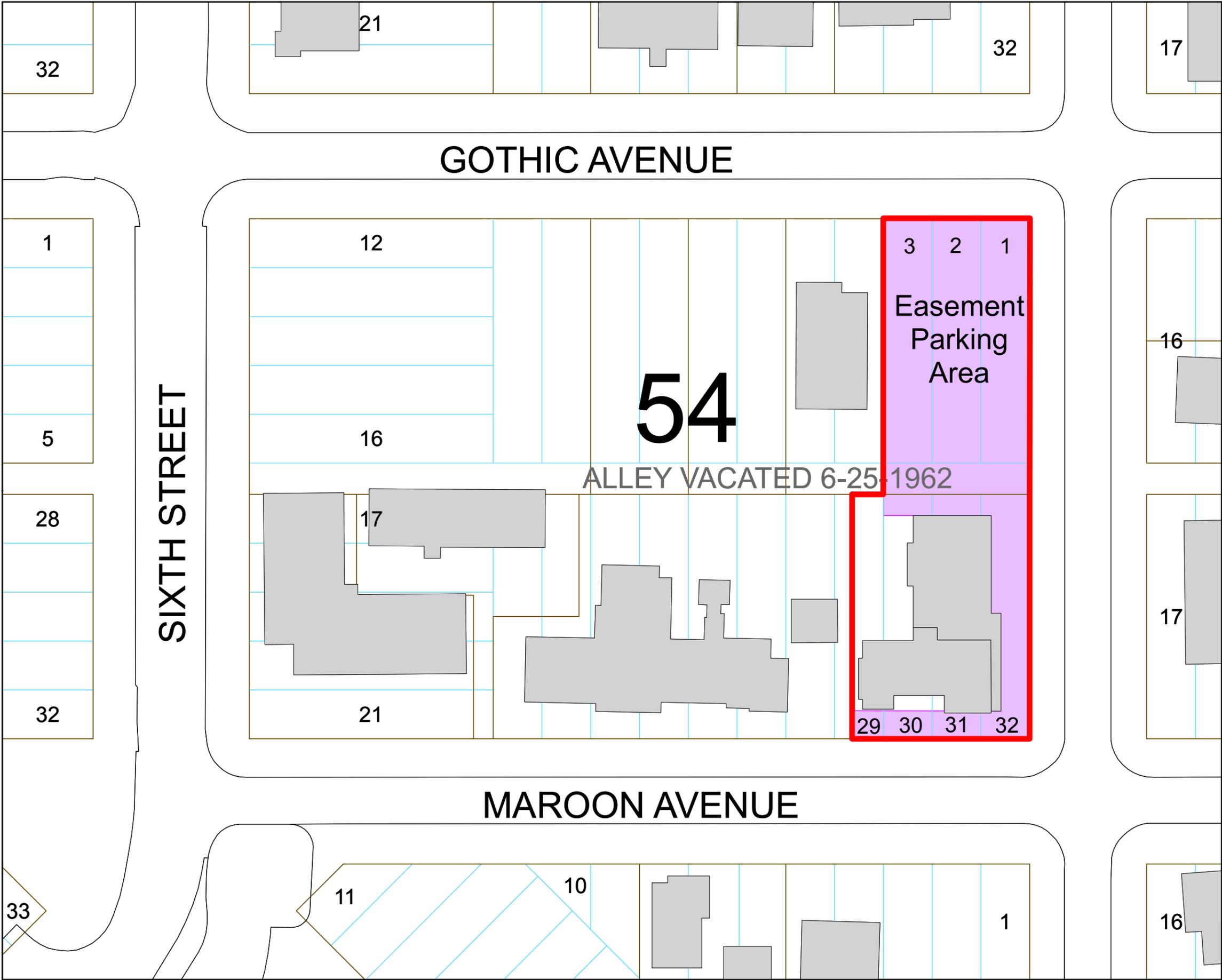
Notary Public

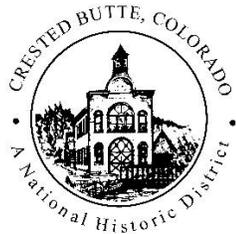
OH-BE-JOYFUL PROPERTY
Block 54 L1-3 and adj. alley,
E16' L29, L30-32
Town of Crested Butte, Colorado

-  Oh-Be-Joyful Property
-  Paved Roads
-  Buildings
-  Town Parcels
-  Lot Lines
-  Easement Parking Area



February 12, 2018
C:\project\town of cb\OBJ-Parking.mxd





Staff Report

February 20, 2018

To: Mayor Michel and Town Council

Thru: Michael Yerman, Community Development Director

From: Hilary Henry, Open Space/Creative District Coordinator

Subject: **Letter of Support for the Crested Butte Land Trust's Grant Application for the Gunsight Bridge Replacement to the Laura Jane Fund**

Background:

The Crested Butte Land Trust (Land Trust) is requesting a letter of support from the Town of Crested Butte for their grant application to the Laura Jane Musser Fund. They are requesting funding to help support their efforts to replace the Gunsight Bridge.

For more information on the project, please see the earlier staff memo in the packet.

Staff Recommendation:

Staff recommends the Council makes a motion to authorize the mayor to sign the attached letter of support for the Crested Butte Land Trust's application to the Laura Jane Musser Fund for a grant for the replacement of the Gunsight Bridge.

February 10, 2018

Mary Karen Lynn-Klimenko
Grants Program Manager
Laura Jane Musser Fund

To Whom it May Concern,

I'm writing to express the Town of Crested Butte's ("Town") support of the Crested Butte Land Trust's ("Land Trust") implementation grant application for replacement of Gunsight Bridge.

As the Conservation Easement holder for the Gunsight Bridge property, the Town is in full support of replacing this imperiled pedestrian bridge. This past summer, one of the bridge abutments was ripped off by the powerful force of the Slate River, causing concern for the community. The current condition of the bridge leaves it extremely vulnerable to erosion and severe degradation, placing visitors and residence in danger. The need for this project has only grown stronger since the Land Trust applied for several planning grants to replace the bridge in last year. After their successful planning phase this past summer, please strongly consider funding the construction segment of this project.

The Town is in full support of this grant application, as replacing the bridge accomplishes several shared regional goals with the Land Trust, including protecting access to conserved open space, improving safety, and enhancing riparian habitat along the Slate River. As a location where people move and visit specifically for the outstanding recreational opportunities close to Town, the bridge is critical for supporting our outdoor based industries, and promoting healthy lifestyles for residents. The Town has partnered with the Land Trust on the preservation of more than 1,000 acres with a focus on recreation and open space projects in the Crested Butte region. To continue enhancing these important objectives, please strongly consider this construction grant.

Thank you for your consideration,

James A. Schmidt
Mayor
Town of Crested Butte



Staff Report

February 20, 2018

To: Town Council

Thru: Michael Yerman, Community Development Director

From: Jessie Earley, Assistant Design Review & Historic Preservation Coordinator

Subject: Ordinance 2, Series 2018, Release of Agreements for Land Use Conditions and Restrictive Covenants for 405 Fourth Street, Block 27, Lots 1-4

BACKGROUND:

A release of two restrictive covenant agreements (RCA) are being requested by the property owner Elk Avenue Partners, LLC at 405 Fourth Street. The RCA's were filed in the Gunnison County real property records as Reception #613673 in 2012 and Reception #614085 in 2015 for businesses (Third Bowl and Heartson's Caribbean Crunchies) that no longer exist on the property.

DISCUSSION:

At the January 31, 2017 meeting, the BOZAR approved a conditional use permit for a limited restaurant operation associated with Mountain Earth Whole Foods located at 405 Fourth Street. A new RCA will be recorded on the property associated with this approval once the other RCAs are released.

The original RCAs for the two former businesses are highly restrictive and the property owner wishes to release the covenants from the property before recording a new RCA for Mountain Earth Whole Foods.

The Town of Crested Butte issues the RCA to the property owner. The release of an RCA must be authorize by the Council through an ordinance. The Release of the RCA together with the Ordinance No. 2, Series 2018 was prepared by the Town Attorney for the Council's review and consideration.

RECOMMENDATION:

A Town Council member make a motion followed by a second to approve the Ordinance 2, Series 2018, Release of Agreements with Elk Avenue Partners, LLC to release the agreements for land use covenants for Lot 1-4, Block 27.

ORDINANCE NO. 2

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE RELEASE OF LAND USE
CONDITIONS AND RESTRICTIVE COVENANTS**

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

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

WHEREAS, the Town owns an interest in certain Land Use Conditions and Restrictive Covenants as part of Agreements recorded June 21, 2012 at Reception No. 613673, July 12, 2012 at Reception No. 614085, and October 16, 2015 at Reception No. 636065 (“Restrictive Covenants”);

WHEREAS, the Town required these Restrictive Covenants encumber real property and improvements located at 405 Fourth Street, Crested Butte, Colorado 81224, and some of the uses of that property have changed since the Restrictive Covenants were recorded;

WHEREAS, the Restrictive Covenants will be replaced with different land use conditions and covenants that apply to the current uses on the property; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Restrictive Covenants should be discontinued and released, as set forth hereinbelow.

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

Section 1. Authorization to Release Town-owned Restrictive Covenant. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to release the following described property from the Restrictive Covenants recorded at Reception No. 613673, at Reception No. 614085, and at Reception No. 636065, to wit:

Block 27,
Lots 1-4,
Town of Crested Butte,
State of Colorado.

commonly known as 405 Fourth Street, Crested Butte, Colorado 81224 (the “Property”).

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

BOZAR's 2017 Year End Review Award Recipients

- 1. Honorable Mention = 429 Gothic Avenue, new accessory building**
 - a. Owner – The Kapushion's & Meredith's
 - b. Architect – Jodie Meredith
 - c. Contractor – Willie Miller
- 2. Honorable Mention = 331 Elk Avenue, rehabilitation to historic building**
 - a. Owner – Crested Butte Mountain Heritage Museum
 - b. Architect – Jessica Reske, Form & Works Design Group
 - c. Contractor – Kevin Donovan, MB Builders
- 3. Project of the Year = 640 ½ Elk Avenue, new residential building**
 - a. Owner – Colorado Investments LLC, The Becker's
 - b. Architect – Kent Cowherd
 - c. Contractor – Joe Armour
- 4. Project of the Year = 202 Elk Avenue, rehabilitation to historic building**
 - a. Owner – Ice House LLC
 - b. Architect – Dan Murphy
 - c. Contractor – Scott Hahn, Cedar Ridge Construction, John Featherman, Anthracite Construction



Year-End Report to Crested Butte Town Council

Visitor Center Statistical Report

The Crested Butte Visitor Center saw fewer visitors in 2017 than in recent years while the Mt Crested Butte Visitor Center's numbers went up in 2017 over previous years. We extended our CB Visitor Center hours during the summer months to accommodate travelers heading into or leaving town earlier and later in the day. Despite a decrease in traffic, this was beneficial according to Visitor Center staff. The CB Visitor Center opened at 8 am and closed at 7 pm from late June through early September, and staff consistently reported seeing more people between 8 and 9 am than between 9 and 10 am as well as after 6 pm. We plan to continue these extended hours this coming summer. Door closures have been installed in the CB Visitor Center foyer, so the foyer area can now be left open 24/7. The foyer has a motion-sensor camera and signs posted about the camera; I have also informed the police department about leaving the foyer open. We hope this will further benefit visitors traveling before and after operating hours.

2017 Crested Butte Visitor Center Walk-Ins, Phone Calls, Emails

January: 615, N/A, N/A	July: 6,247, 52 calls, 11 emails
February: 588, N/A, N/A	August: 3,413, 234 calls, 44 emails
March: 969, N/A, N/A	September: 2,369, 272 calls, 53 emails
April: 342, N/A, N/A	October: 876, 132 calls, 19 emails
May: 1,083, N/A, N/A	November: 291, 138 calls, 16 emails
June: 2,756, N/A, N/A	December: 614, 183 calls, 19 emails

Mt Crested Butte Visitor Center Walk-Ins

January: 1015	July: 2,172
February: 937	August: 1,494
March: 916	September: 389
April: 144	October: Closed
May: Closed	November: 80
June: 739	December: 405

Business Support Activity Report

We added quite a few events to benefit businesses this year. A Window Display Contest made Light Up Night weekend more business-friendly as people had the entire weekend to visit the 14 participating businesses and choose their favorite display. Over 100 ornaments were collected by the public to vote at the participating businesses. We also held a popular marketing seminar series during the fall off-season and a well-attended Economic Forecast in November. We will continue to offer off-season seminars on topics requested by businesses as well as bi-annual Economic Forecasts to give business owners and major economic players a chance to catch up before the busy seasons. We also started working on a hospitality clinic that we hope to roll out this off-season. We held a practice round with three local businesses that received great feedback. Finally, we have been working to improve the usefulness of our

weekly e-blasts and online presence. The e-blasts go out to about 600 email addresses and have risen from ~27% open rate to 33% over the past year (based on my memory; I do not have concrete data from early 2017). Our social media pages have gained followers and become more interactive, as well; this is an added opportunity for businesses to advertise online.

Financial and Membership Report

Please see the attached financial report for the full year. The Chamber is looking good financially. Both membership and events were very successful this year, and funding from the county via the TA helped bolster the Visitor Centers' account. As indicated in the financial report, 72% of BOLT funding covered 2017 wages, 13% was spent on building and utility costs, and the remaining 15% was split between administrative and marketing needs. Two notable expense changes were in staff development and postage. I have begun holding monthly staff meetings, increasing the staff development costs. We also reinstated the domestic postage program in which tourists can purchase postcards with images of Crested Butte to send to friends and family, and the Chamber will cover their postage. We spent \$88.87 on this in 2017, split between the Visitor Centers and Chamber. This program helps advertise our area, brings more people into the Visitor Centers and benefits local artists. The Chamber's membership grew by 13 members, losing 24 and gaining 37.

Event Report

The Chamber saw increased participation in almost all of its 2017 events. Fat Bike Worlds' participation in 2017 was essentially the same as in 2016 with just a few fewer racers in both the Thursday and Saturday races. Crafted sold out at its previous venue in the CBMR base area; Crafted this year was in the lower lobby of the Elevation Hotel. As reported previously, CB Bike Week saw an increase in both visitor and tourist participation. We have been meeting with entities that contribute to Bike Week events since September to plan for CB Bike Week 2018, and we hope to see more growth and improvement this year. Chili and Beer Fest was even bigger than last year at about 1,600 vendors, volunteers and revelers, and we anticipate continued growth; we are discussing ways to allow for a larger crowd. Crested Butte's Light Up Night saw between 200-250 people; we'd like to make the procession down Elk with Santa more of a community parade next year. Mt CB's Light Up Night was quite large, as well, bringing out an estimated 100 revelers. Danny D'Aquila's fire truck was a hit that night! Finally, I do not have data on 12th Night 2017, because I was not around for the event; Eliza Cress ran it in 2017. 12th Night 2018 was a huge success; some might say too huge. Over 400 trees were dropped off, and the resulting bonfire went on longer than expected. However, the fire was maintained, and the alcohol was no longer served and the music was turned off at the end of the permit period. We also made sure to clean up all remaining ashes from the fire the next morning. An email addressing town concerns about 12th Night has been sent to Betty and Dara. A more detailed report for Light Up Night funding will be made when we report on our Town of CB grant-funded winter events: Light Up Night and Fat Bike Worlds.

Crested Butte Mt. Crested Butte Chamber of Commerce
Cash Basis Stmt of Activity - All Classes
 January through December 2017

8:12 AM

02/11/2018

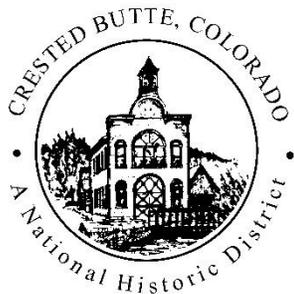
Cash Basis

	Chamber	Visitors Center	Events	Unclassified	TOTAL
Ordinary Income/Expense					
Income					
Membership Income					
Membership Renewals	72,425.80	0.00	0.00	0.00	72,425.80
New Memberships	8,936.06	0.00	0.00	0.00	8,936.06
MyChamberApp Income	2,220.19	0.00	0.00	0.00	2,220.19
Gunnison Member Discount	-850.00	0.00	0.00	0.00	-850.00
Total Membership Income	82,732.05	0.00	0.00	0.00	82,732.05
Government Contributions					
Crested Butte BOLT	0.00	55,573.59	0.00	0.00	55,573.59
Mt Crested Butte BOLT	0.00	85,988.00	0.00	0.00	85,988.00
Total Government Contributions	0.00	141,561.59	0.00	0.00	141,561.59
Grant Funds					
TA VC Wage Grant - restricted	0.00	25,000.00	0.00	0.00	25,000.00
Total Grant Funds	0.00	25,000.00	0.00	0.00	25,000.00
Additional Revenue					
Rental Income	450.00	0.00	0.00	0.00	450.00
Conference Room	925.00	0.00	0.00	0.00	925.00
Addn'l Insured Reimbursement	1,000.00	0.00	0.00	0.00	1,000.00
RCP Cards	0.00	4.00	0.00	0.00	4.00
USFS Sales	0.00	112.57	0.00	0.00	112.57
Post Event Local Merch Sales	0.00	20.11	22.85	0.00	42.96
Misc Income	120.00	495.33	75.00	0.00	690.33
Elk Donations	0.00	7.49	0.00	0.00	7.49
In Kind Donations	0.00	0.00	0.00	0.00	0.00
Sales Tax Vendor Fee	0.00	4.64	87.35	0.00	91.99
Total Additional Revenue	2,495.00	644.14	185.20	0.00	3,324.34
Event / Program Income					
Fat Bike World Champ Income					
FBWC Government Grants	0.00	0.00	44,000.00	0.00	44,000.00
FBWC Sponsors	0.00	0.00	7,290.00	0.00	7,290.00
FBWC In-Kind Sponsors	0.00	0.00	3,970.80	0.00	3,970.80
FBWC Marketing	0.00	0.00	1,450.00	0.00	1,450.00
FBWC Registration	0.00	0.00	19,159.86	0.00	19,159.86
FBWC Merchandise Sales	0.00	0.00	37.40	0.00	37.40
FBWC Beer Sales	0.00	0.00	214.81	0.00	214.81
FBWC Food Sales	0.00	0.00	88.67	0.00	88.67
FBWC Vendors	0.00	0.00	1,450.00	0.00	1,450.00
Total Fat Bike World Champ Income	0.00	0.00	77,661.54	0.00	77,661.54
Crafted					
Crafted Government Grants	0.00	0.00	5,500.00	0.00	5,500.00
Crafted Sponsors	0.00	0.00	600.00	0.00	600.00
Crafted Tickets	0.00	0.00	10,492.23	0.00	10,492.23
Total Crafted	0.00	0.00	16,592.23	0.00	16,592.23
CB Pole Pedal Paddle					
CB3P Government Grants	0.00	0.00	1,500.00	0.00	1,500.00
CB3P Sponsors	0.00	0.00	700.00	0.00	700.00
CB3P Race Fees	0.00	0.00	3,037.48	0.00	3,037.48
CB Pole Pedal Paddle - Other	0.00	0.00	2,343.66	0.00	2,343.66
Total CB Pole Pedal Paddle	0.00	0.00	7,581.14	0.00	7,581.14
CB Bike Week Income					
CBBW Government Grants	0.00	0.00	5,000.00	0.00	5,000.00
CBBW Sponsors	0.00	0.00	6,035.00	0.00	6,035.00
CBBW All In One Pass Disc	0.00	0.00	575.00	0.00	575.00
CBBW Chainless Reg	0.00	0.00	7,660.00	0.00	7,660.00
CBBW Registration FT40	0.00	0.00	9,020.00	0.00	9,020.00
CBBW Other Registration	0.00	0.00	150.00	0.00	150.00
CBBW Beer Sales	0.00	0.00	717.70	0.00	717.70
CBBW Vendors	0.00	0.00	350.00	0.00	350.00
CBBW Concert Revenue	0.00	0.00	520.00	0.00	520.00
CB Bike Week Income - Other	0.00	0.00	1,592.70	0.00	1,592.70
Total CB Bike Week Income	0.00	0.00	31,620.40	0.00	31,620.40
4th of July Revenue					
4th of July Government Grants	0.00	0.00	13,000.00	0.00	13,000.00
4th of July Parade Entry	0.00	0.00	1,440.00	0.00	1,440.00
4th of July Vendors	0.00	0.00	2,000.00	0.00	2,000.00
Total 4th of July Revenue	0.00	0.00	16,440.00	0.00	16,440.00

	Chamber	Visitors Center	Events	Unclassified	TOTAL
Beer & Chili Income					
Beer & Chili Government Grants	0.00	0.00	5,000.00	0.00	5,000.00
Beer & Chili Tickets	0.00	0.00	43,351.48	0.00	43,351.48
Beer & Chili Vendors	0.00	0.00	600.00	0.00	600.00
Beer & Chili Merchandise	0.00	0.00	634.22	0.00	634.22
Total Beer & Chili Income	0.00	0.00	49,585.70	0.00	49,585.70
Light Up The Night Income					
LTN MtCB Sponsors & Grants	0.00	0.00	5,000.00	0.00	5,000.00
Total Light Up The Night Income	0.00	0.00	5,000.00	0.00	5,000.00
Business Awards Income	1,113.00	0.00	0.00	0.00	1,113.00
Total Event / Program Income	1,113.00	0.00	204,481.01	0.00	205,594.01
Total Income	86,340.05	167,205.73	204,666.21	0.00	458,211.99
Cost of Goods Sold					
Cost of Goods Sold	70.00	0.00	0.00	0.00	70.00
Total COGS	70.00	0.00	0.00	0.00	70.00
Gross Profit	86,270.05	167,205.73	204,666.21	0.00	458,141.99
Expense					
Wages/Benefits					
Recruitment	120.90	0.00	0.00	0.00	120.90
Wages / Salary	34,229.18	35,311.97	0.00	0.00	69,541.15
Wages / Hourly	0.00	54,911.45	0.00	0.00	54,911.45
Membership Commissions	9,617.97	0.00	0.00	0.00	9,617.97
Event Commissions	0.00	0.00	23,498.80	0.00	23,498.80
Payroll Taxes	3,963.73	8,386.23	1,833.16	0.00	14,183.12
Health Insurance	2,400.00	2,400.00	0.00	0.00	4,800.00
Worker's Comp Insurance	248.80	248.80	0.00	0.00	497.60
Recreation/Education Benefit	770.58	770.58	0.00	0.00	1,541.16
Total Wages/Benefits	51,351.16	102,029.03	25,331.96	0.00	178,712.15
Utilities Expense					
Electric	919.44	919.40	0.00	0.00	1,838.84
Gas Expense	615.14	615.09	0.00	0.00	1,230.23
Water & Sewer	405.10	405.10	0.00	0.00	810.20
Trash Removal	685.16	685.21	0.00	0.00	1,370.37
Telephone/Internet	2,016.86	1,971.89	0.00	0.00	3,988.75
Total Utilities Expense	4,641.70	4,596.69	0.00	0.00	9,238.39
Building Expense					
Cleaning & Bathroom Supplies	0.00	1,535.38	0.00	0.00	1,535.38
Cleaning Labor	0.00	9,300.00	0.00	0.00	9,300.00
Building Repair/Maint/Decor	204.21	1,518.59	0.00	0.00	1,722.80
Snow Removal	0.00	1,400.00	0.00	0.00	1,400.00
Total Building Expense	204.21	13,753.97	0.00	0.00	13,958.18
Insurance Expense					
D & O Insurance	560.00	560.00	0.00	0.00	1,120.00
Liability Insurance	3,405.90	3,471.78	0.00	0.00	6,877.68
Total Insurance Expense	3,965.90	4,031.78	0.00	0.00	7,997.68
Administration Expense					
Business Licenses & Fees	18.00	8.00	0.00	0.00	26.00
Computer Hardware/Software	1,293.89	1,023.94	199.92	0.00	2,517.75
Database Expense	1,434.00	1,434.00	0.00	0.00	2,868.00
Advertising Expense	997.50	1,134.00	232.50	0.00	2,364.00
Office Supplies	664.66	779.77	71.77	0.00	1,516.20
Postage Expense					
Domestic Postage Program	34.13	54.74	0.00	0.00	88.87
Info Request Postage	0.00	285.58	0.00	0.00	285.58
Membership Postage	383.89	0.00	0.00	0.00	383.89
Postage Meter Rental/Supplies	180.14	234.84	113.06	0.00	528.04
Postage expense general	-16.06	36.60	23.84	0.00	44.38
Postage Permi/PO Box dues	258.00	33.00	0.00	0.00	291.00
Total Postage Expense	840.10	644.76	136.90	0.00	1,621.76
Paypal / Bank Fees	208.00	180.00	25.00	0.00	413.00
Bookkeeping/Accounting	11,589.36	9,868.30	0.00	0.00	21,457.66
Penalties & Fees (no int)	0.00	-2.76	0.00	0.00	-2.76
Charitable Contributions Chambe	200.00	0.00	0.00	0.00	200.00
Total Administration Expense	17,245.51	15,070.01	666.09	0.00	32,981.61
Staff/Board Development Expense					
S&B Meals / Entertainment	640.94	291.34	0.00	0.00	932.28
Dues & Subscriptions	555.00	0.00	91.62	0.00	646.62
Travel & Conferences	1,031.18	0.00	0.00	0.00	1,031.18
Staff Gifts	232.99	0.00	0.00	0.00	232.99
Total Staff/Board Development Expense	2,460.11	291.34	91.62	0.00	2,843.07

	Chamber	Visitors Center	Events	Unclassified	TOTAL
Marketing/Membership Expense					
Membership CC Processing Fees	334.85	0.00	6.45	0.00	341.30
Website Design/Maintenance	330.33	5.33	5.33	0.00	340.99
Promotional Materials	408.00	0.00	0.00	0.00	408.00
MM Printing/Office Expense	26.84	0.00	0.00	0.00	26.84
Maps, Handouts, etc.	110.17	625.00	0.00	0.00	735.17
MM Travel & Relations	14.36	0.00	0.00	0.00	14.36
Seminars and Forums Expense	421.72	0.00	0.00	0.00	421.72
Total Marketing/Membership Expense	1,646.27	630.33	11.78	0.00	2,288.38
EVENT/PROGRAM EXPENSE					
General Event Expenses	0.00	0.00	25.00	0.00	25.00
Event Equipment	0.00	0.00	205.20	0.00	205.20
Storage Unit Rent	0.00	0.00	792.00	0.00	792.00
Fat Bike World Champ Expense					
FBWC Contractors	0.00	0.00	16,455.00	0.00	16,455.00
FBWC Marketing	0.00	0.00	23,608.91	0.00	23,608.91
FBWC Permits	0.00	0.00	425.00	0.00	425.00
FBWC Security	0.00	0.00	400.00	0.00	400.00
FBWC Rentals	0.00	0.00	2,497.40	0.00	2,497.40
FBWC Beverage Costs	0.00	0.00	1,365.88	0.00	1,365.88
FBWC Food Cost	0.00	0.00	1,384.85	0.00	1,384.85
FBWC T-Shirts / Gear	0.00	0.00	8,642.40	0.00	8,642.40
FBWC Supplies	0.00	0.00	1,705.90	0.00	1,705.90
FBWC Entertainment	0.00	0.00	2,436.84	0.00	2,436.84
FBWC Support Meal/Ent	0.00	0.00	72.80	0.00	72.80
FBWC Transportation	0.00	0.00	3,623.03	0.00	3,623.03
FBWC Lodging	0.00	0.00	5,065.25	0.00	5,065.25
FBWC Postage	0.92	0.00	198.51	0.00	199.43
Total Fat Bike World Champ Expense	0.92	0.00	67,881.77	0.00	67,882.69
Crafted Expense					
Crafted Marketing	0.00	0.00	4,659.55	0.00	4,659.55
Crafted Permits	0.00	0.00	1,600.00	0.00	1,600.00
Crafted Rentals	0.00	0.00	855.00	0.00	855.00
Crafted Merchandise / Swag	0.00	0.00	3,519.45	0.00	3,519.45
Crafted Prizes	0.00	0.00	550.00	0.00	550.00
Crafted Entertainment	0.00	0.00	1,150.00	0.00	1,150.00
Crafted Support Meals/Ent	0.00	0.00	35.26	0.00	35.26
Crafted Lodging/Transportation	0.00	0.00	146.29	0.00	146.29
Total Crafted Expense	0.00	0.00	12,515.55	0.00	12,515.55
CB Pedal Paddle Pole					
CB3P Contractors	0.00	0.00	150.00	0.00	150.00
CB3P Marketing	0.00	0.00	1,507.34	0.00	1,507.34
CB3P Permits	0.00	0.00	398.25	0.00	398.25
CB3P Food Costs	0.00	0.00	106.49	0.00	106.49
CB3P T-Shirts / Gear	0.00	0.00	1,444.32	0.00	1,444.32
CB3P Supplies	0.00	0.00	317.82	0.00	317.82
CB3P Awards	0.00	0.00	800.00	0.00	800.00
CB3P Support Meal/Ent	0.00	0.00	153.16	0.00	153.16
CB3P Postage	0.00	0.00	48.02	0.00	48.02
CB3P Donations	0.00	0.00	800.00	0.00	800.00
Total CB Pedal Paddle Pole	0.00	0.00	5,725.40	0.00	5,725.40
CBBW Expense					
CBBW Contractors	0.00	0.00	1,615.75	0.00	1,615.75
CBBW Marketing	0.00	0.00	6,821.07	0.00	6,821.07
CBBW Cleanup	0.00	0.00	348.17	0.00	348.17
CBBW Permits	0.00	0.00	606.00	0.00	606.00
CBBW Venue Fees	0.00	0.00	100.00	0.00	100.00
CBBW Security	0.00	0.00	670.00	0.00	670.00
CBBW Rentals	0.00	0.00	1,114.48	0.00	1,114.48
CBBW Supplies	0.00	0.00	815.26	0.00	815.26
CBBW Awards	0.00	0.00	5,000.00	0.00	5,000.00
CBBW Food Costs	0.00	0.00	904.81	0.00	904.81
CBBW Beverage Costs	0.00	0.00	668.20	0.00	668.20
CBBW T-Shirts / Gear	0.00	0.00	462.92	0.00	462.92
CBBW Entertainment	0.00	0.00	2,500.00	0.00	2,500.00
CBBW Support Meal/Ent	0.00	0.00	863.18	0.00	863.18
CBBW Transportation	0.00	0.00	351.82	0.00	351.82
CBBW Postage	0.00	0.00	96.50	0.00	96.50
CBBW Bank Fees	0.00	0.00	112.28	0.00	112.28
Total CBBW Expense	0.00	0.00	23,050.44	0.00	23,050.44

	Chamber	Visitors Center	Events	Unclassified	TOTAL
4th of July Expense					
4th of July Marketing	0.00	0.00	881.48	0.00	881.48
4th of July Clean Up	0.00	0.00	277.70	0.00	277.70
4th of July Permits	0.00	0.00	225.00	0.00	225.00
4th of July Rentals	0.00	0.00	1,645.00	0.00	1,645.00
4th of July T-Shirts	0.00	0.00	331.60	0.00	331.60
4th of July Supplies	0.00	0.00	188.55	0.00	188.55
4th of July Entertainment	0.00	0.00	8,073.89	0.00	8,073.89
4th of July Support Meal/Ent	0.00	0.00	222.88	0.00	222.88
4th of July CC Proc Fees	0.00	0.00	10.90	0.00	10.90
4th of July Postage	0.00	0.00	96.63	0.00	96.63
Total 4th of July Expense	0.00	0.00	11,953.63	0.00	11,953.63
Beer & Chili Expense					
Beer & Chili Marketing	0.00	0.00	5,842.65	0.00	5,842.65
Beer & Chili Permits	0.00	0.00	100.00	0.00	100.00
Beer & Chili Venue Fee	0.00	0.00	275.00	0.00	275.00
Beer & Chili Security	0.00	0.00	1,295.00	0.00	1,295.00
Beer & Chili Rental	0.00	0.00	2,648.25	0.00	2,648.25
Beer & Chili T's & Mugs	0.00	0.00	5,962.00	0.00	5,962.00
Beer & Chili Supplies	0.00	0.00	708.68	0.00	708.68
Beer & Chili Vendor Reimb	0.00	0.00	1,621.36	0.00	1,621.36
Beer & Chili Awards	0.00	0.00	1,234.00	0.00	1,234.00
Beer & Chili Entertainment	0.00	0.00	3,954.00	0.00	3,954.00
Beer & Chili Support Meal/Ent	0.00	0.00	53.83	0.00	53.83
Beer & Chili Postage	0.00	0.00	13.60	0.00	13.60
Total Beer & Chili Expense	0.00	0.00	23,708.37	0.00	23,708.37
Holiday Expense					
Holiday Marketing	0.00	0.00	189.83	0.00	189.83
Holiday Permits	0.00	0.00	125.00	0.00	125.00
Total Holiday Expense	0.00	0.00	314.83	0.00	314.83
Light Up The Night Expense					
LTN CB Expense					
LTN CB Contractors	0.00	0.00	225.00	0.00	225.00
LNT CB Marketing	0.00	0.00	670.85	0.00	670.85
LTN CB Permits	0.00	0.00	25.00	0.00	25.00
LTN CB Supplies	0.00	0.00	414.26	0.00	414.26
LTN CB Entertainment	0.00	0.00	600.00	0.00	600.00
Total LTN CB Expense	0.00	0.00	1,935.11	0.00	1,935.11
LTN Mt CB Expense					
LTN MT CB Contractors	0.00	0.00	225.00	0.00	225.00
LTN MT CB Rentals	0.00	0.00	723.82	0.00	723.82
LTN MT CB Marketing	0.00	0.00	1,084.45	0.00	1,084.45
LTN MT CB Supplies	0.00	0.00	2,656.32	0.00	2,656.32
LTN MT CB Entertainment	0.00	0.00	600.00	0.00	600.00
Total LTN Mt CB Expense	0.00	0.00	5,289.59	0.00	5,289.59
Total Light Up The Night Expense	0.00	0.00	7,224.70	0.00	7,224.70
Business After Hours Expense	1,918.25	0.00	0.00	0.00	1,918.25
Business Awards Expense	2,523.39	0.00	0.00	0.00	2,523.39
Sidewalk Sales Expense	118.80	0.00	332.48	0.00	451.28
EVENT/PROGRAM EXPENSE - Other	0.00	400.00	0.00	0.00	400.00
Total EVENT/PROGRAM EXPENSE	4,561.36	400.00	153,729.37	0.00	158,690.73
Total Expense	86,076.22	140,803.15	179,830.82	0.00	406,710.19
Net Ordinary Income	193.83	26,402.58	24,835.39	0.00	51,431.80
Net Income	193.83	26,402.58	24,835.39	0.00	51,431.80



To: Mayor Schmidt and Town Council

From: Michael Yerman, Director of Planning

Thru: Dara MacDonald, Town Manager

Subject: **GVRHA Transfer of Lots and Duplex Homeownership Build**

Date: February 20, 2018

Background:

The Town and GVRHA have been working the construction of four duplexes for 2018-2019 located in Paradise Park. This build will potentially provide the Town with two additional rental units and offer six units to the community members for home ownership opportunities. This project will also assist in the regional effort to provide affordable housing by addressing two major hurdles for the funding of future projects. First, the construction financing being secured by the GVRHA will be accessible to the other municipalities and County for future projects through a revolving construction loan fund. Second, this project will hopefully create a qualified applicant pool for future projects. This is important not only for the public side of financing but also for the potential private developer financing to show a demonstrated need.

The attached contract between the Town and GVRHA outlines the responsibilities and obligations of each party to ensure the successful outcome of the project. In summary, the Town will be transferring four lots to the GVRHA to used as collateral for the construction loan. The Town will be assisting with the design, tap fees, and financing two units or one duplex throughout the construction. The GVRHA will be responsible obtaining a construction loan and for contracting with the developer for the construction of the units.

The units are targeted to be sold for between \$250,000-\$260,000 each. This price point targets an affordability range of between 110%-120% AMI. However, applicants making up to 200% AMI will be eligible.

When the GVRHA obtains construction financing, the Town will transfer the lots to the Authority as authorized by Ordinance 3, Series 2018 which is attached to this memo. The lots have already be encumbered with the Town's deed restriction. A deed restriction acknowledgment will be required to be executed at the closing by the new families moving into the units.

Direction needed at this time:

Town staff needs direction from the Council to purchase a full duplex or two units for future employee rental housing. The Town currently has the purchase of 1 unit budgeted in 2018. However, due to the construction schedule the additional \$250,000 for an additional unit would be needed to be budgeted in 2019. There are cost savings and building management benefits to the Town owning the entire duplex into the future. Lastly, keeping two units is in line with the Town Council's goal of creating 15 employee units by 2022. These two units will bring the Town's total employee units to 10. If the Council elects to proceed with the purchase of the entire duplex a purchase contract should be executed with GVRHA by no later than May 1, 2018.

Recommended Motions:

A Town Council member make a motion followed by a second to authorize the Town Manager and Town Attorney to prepare a purchase contract for a Duplex located on Lot 10 Block 79 of the Paradise Park Subdivision followed by a roll call vote.

A Town Council member make a motion followed by a second to approve the contract to Buy, Sell and Develop Real Estate for Housing with the Gunnison Valley Regional Housing Authority followed by a roll call vote.

A Town Council member make a motion followed by a second to set Ordinance 3, Series 2018 for the Transfer of Lot 10 Block 77 and Lots 6, 14, and 16 Block 79 to the Gunnison Valley Regional Housing Authority to a public hearing on March 19, 2018.

CONTRACT TO BUY, SELL AND DEVELOP REAL ESTATE FOR HOUSING

This Contract to Buy, Sell and Develop Real Estate for Housing (the “Contract”) is entered into as of the latest date signed below between the Town of Crested Butte, a Colorado home rule municipal corporation (“Town” or “Seller”), and the Gunnison Valley Regional Housing Authority, a multi-jurisdictional Colorado housing authority (“GVRHA” or “Buyer”). The Town and the GVRHA may be referred to herein collectively as the “Parties.”

RECITALS

1. The Town owns the real property in the Town of Crested Butte, Gunnison County, Colorado, more particularly described on Exhibit A (the “Lots” or the “Property”).
2. GVRHA is a multi-jurisdictional housing authority created by the Town of Crested Butte, the Town of Mt. Crested Butte, the City of Gunnison, and Gunnison County, for the purposes of advocating, promoting, planning and providing for the long-term supply of desirable and affordable housing in Gunnison County in order to maintain a well-rounded community.
3. The Town desires to sell and GVRHA desires to purchase the Lots to build four duplexes or 8 units for affordable workforce housing built on the Lots located in the Paradise Park Subdivision in the Town.
4. GVRHA will be responsible for construction of the duplexes and ensuring deed restrictions and/or lender acknowledgements are placed on each unit satisfactory with the Town upon the units after construction has been completed, and for qualifying eligible applicants to purchase the duplexes.
5. GVRHA will construct the duplexes according to applicable Town Building Code regulations and other applicable regulations of the Town.
6. The Town reserves the right to purchase up to one duplex (2 housing units) by executing a purchase agreement contract with the GVRHA.

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

1. DATES AND DEADLINES; CONTRACT SUMMARY.

Reference	Term / Event	Definition / Deadline
	Buyer	GVRHA Attn: Jennifer Kermode 202 E. Georgia Avenue Gunnison, CO 81230 (970) 641-7901 jkermode@gvrha.org

	Seller	Town of Crested Butte Attn: Dara MacDonald, Town Manager and Michael Yerman, Comm. Dev. Director 507 Maroon Avenue P.O. Box 39 Crested Butte, CO 81224 (970) 349-5338 dmacdonald@crestedbutte-co.gov myerman@crestedbutte-co.gov Copy to:
	Closing Company	
	Purchase Price	\$10.00
	Due Diligence Delivery Deadline	MEC + 14 days
	Due Diligence Objection Deadline	MEC + 21 days
	Due Diligence Resolution Deadline	MEC + 28 days
	Closing Date	MEC + 28 days

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

2. **PROPERTY TO BE CONVEYED.** At the time GVRHA obtains the construction loan, the Town shall convey to the Buyer the Lots, as described on Exhibit A, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

3. **PURCHASE PRICE AND TERMS.** In consideration for the transfer of the Property, Buyer shall pay to the Town the Purchase Price. All amounts payable under this Contract shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller’s check and cashier’s check (Good Funds).

4. **TITLE INSURANCE.** Buyer shall order from Closing Company a commitment to issue an owner’s title insurance policy upon Closing at Buyer’s expense.

5. **DUE DILIGENCE.**

a. As soon as possible, but in any event, no later than the Due Diligence Delivery Deadline, the Town shall provide to Buyer all of the documents and other information referenced below, to the extent such information is in the Town’s custody or control:

1. All existing surveys pertaining to the Property;
2. All easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal, options, and leases) not shown by public records;
3. Soils reports or data pertaining to the Property;

4. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents;
 5. All permits, licenses and other use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any.
- b. In the event the Buyer submits written requests for additional specific documents, which the Town is required to provide if they are in the Town's custody, possession or control ("Document Request"), the Town shall provide such documents as soon as reasonably possible, but in any event, within 14 calendar days of the date the Town receives a Document Request from Buyer.
 - c. Buyer shall have until 11:59 pm on the Due Diligence Objection Deadline to conduct all due diligence related to this transaction, including but not limited to inspection of documents, record and off-record title matters, insurance matters, survey matters, environmental matters, the physical condition of the Property, and any other matter reasonably desired by Buyer to be reviewed in connection with this transaction. If for any reason Buyer desires not to close, Buyer shall notify the Town of such fact in writing before the expiration of the Due Diligence Objection Deadline, and this Contract shall terminate.
 - d. On or before expiration of the Due Diligence Objection Deadline, Buyer also shall have the right to provide written notice to the Town of any objections. If the Town receives such written notice of objection from Buyer, the Town shall notify Buyer whether the Town is willing to use reasonable efforts to cure or correct such objection(s). If the Town is willing to use reasonable efforts to cure or correct such objection(s), the Town shall keep Buyer apprised of the status of his efforts to cure such objection(s).
 - e. On or before the Due Diligence Resolution Deadline, Buyer may, by written notice to the Town waive any outstanding objections and proceed to close. If Buyer does not so waive any such objections, this Contract shall terminate.
 - f. If Buyer does not terminate this Contract or provide the Town with written notice of any objections on or before the Due Diligence Delivery Deadline, or if Buyer waives previously stated objections, or if previously stated objections are cured by the Town, then this Contract shall continue in full force and effect.
 - g. The Town shall cooperate with Buyer in good faith to obtain the resolution of any issues raised during the Due Diligence Period, but shall have no obligation to correct or cure any issues raised by Buyer. Notwithstanding anything in this § 5 to the contrary, the Due Diligence Period also may be extended by mutual written agreement of the Parties to allow additional time to resolve any issues arising from the due diligence.
 - h. Buyer has the Right to Terminate under this §5, on or before the applicable deadline, based on any unsatisfactory due diligence matter, in Buyer's sole subjective discretion.
 - i. Before the Due Diligence Objection Deadline, Buyer (acting through its employees and contractors) shall have the right to enter the Town Property to complete a survey and inspect the physical condition of the property at Buyer's expense. All such inspections and evaluations shall be conducted at such times as are mutually agreeable to

minimize the interruption of the Town's uses of the Property, if any. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and shall pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold the Town harmless from and against any liability, damage, cost or expense incurred by the Town and caused by any such Work, claim, or lien. This indemnity includes the Town's right to recover all costs and expenses incurred by the Town to defend against any such liability, damage, cost or expense, or to enforce this section, including the Town's reasonable attorney fees, legal fees and expenses. The provisions of this section shall survive the termination of this Contract.

6. WARRANTIES.

a. The Town makes the following warranties and representations to Buyer:

1. There are no actions, suits, litigation, condemnation, or other proceedings (whether civil, administrative, or otherwise) or investigations pending, against or affecting the Property.
2. It is neither a party to, nor subject to or bound by, any agreement of any kind that would conflict with its performance under this Contract.
3. The Town has received the requisite approval of the Town Council. The execution, delivery, and performance on this Contract by the Town has been duly authorized and no consent of any other person or entity to such execution, delivery, and performance is required to render this document a valid binding instrument enforceable against the Town in accordance with its terms.

b. Buyer makes the following warranties and representations to the Town concerning this Agreement, which warranties and representations shall not be merged by any instruments of conveyance:

1. Buyer acknowledges that except as set forth in this Agreement, Seller has made no warranty or representation as to the condition of the Property and, subject to the foregoing provisions, the Property shall be conveyed to Buyer "AS IS" and "WITH ALL FAULTS".
2. Buyer acknowledges that the Town has made no representations as to the investment potential of the Property.
3. Buyer warrants and represents that it has the ability and experience to develop the Property consistent with other first-class residential affordable housing developments in the state of Colorado, and to obtain the necessary financing to pay for the costs of constructing the duplexes on the Lots. The Town, in its sole discretion, shall determine if Buyer meets this representation, and may examine Buyer's financial records and tax returns for the previous 5 years, previous development projects, and lot sales contracts or reservation agreements in making its determination of satisfaction of this warranty and representation.

4. It is neither a party to, nor subject to or bound by, any agreement of any kind that would conflict with its performance under this Contract.

5. The execution, delivery, and performance on this Contract by Buyer has been duly authorized and no consent of any other person or entity to such execution, delivery, and performance is required to render this document a valid binding instrument enforceable against Buyer in accordance with its terms.

c. These representations and warranties shall survive closing.

7. **AGREEMENT REGARDING DUPLEX CONSTRUCTION AND OCCUPATION.** The Buyer and the Town agree to the following terms and conditions concerning the construction of the Duplexes on the Lots being conveyed from the Town to GVRHA:

a. GVRHA will promptly apply for and obtain the necessary loan to construct a duplex (two units) on each of the Lots.

b. The Town will convey title to each of the Lots once GVRHA has obtained the construction loan(s) for the building of the duplex (two units) on the Lot.

c. GVRHA will be responsible for qualifying applicants to purchase duplexes, homeownership training, and conducting any lottery to select qualified applicants.

d. GVRHA will act as the broker for the sale of the duplex units to the qualified buyers. The GVRHA will be eligible for up to a 2% brokerage fee from the buyer for this service.

e. The Town will pay survey, party wall agreement, and subdivision costs, if any.

f. GVRHA will be responsible for overseeing the construction of the duplexes.

g. GVRHA will be responsible for executing a contract with High Mountain Concepts to act as the general contractor for the construction of the duplexes.

h. The Town will pay tap fees for water and sewer connections to the Town, waive BOZAR fees and building permit fees for each duplex on the lots.

i. High Mountain Concepts will be responsible for the cost of physical installation of water and sewer service lines.

j. GVRHA will specify income guidelines up to 200% AMI according the Town of Crested Butte's Affordable Housing Guidelines ("Town Housing Guidelines") as adopted by Resolution 2, Series 2016, and work with Gunnison Watershed School District RE1J on purchase of a duplex or up to two units. GVRHA acknowledges that serving households at lower income levels is desirable and will strive to achieve lower price points if financially feasible.

k. GVRHA will work with High Mountain Concepts to develop a construction schedule and provide this schedule to the Town.

l. GVRHA will execute deed restriction acknowledgements or any other deed restriction instruments as deemed necessary by the Town with each person who purchases the duplex units at closing for the sale of the units. These deed restrictions will be in perpetuity.

m. GVRHA will be responsible for tracking and releasing draws on the construction loan for the building of the duplexes.

n. The Town will provide up to \$37,783.00 for architectural services for the design of the duplexes on the Lots.

o. The Town will execute a purchase contract for up to one duplex (two units) with the GVRHA by May 1, 2018.

p. If the Town decides to pursue this purchase, Town will provide finance for the construction of the units, and funds will be drawn down in proportion to construction progress. Payment will occur within 14 business days from receipt of invoices from the GVRHA.

8. **WORKFORCE AFFORDABLE HOUSING RESTRICTIONS IN DEED.** The Town shall convey title to each Lot by delivering to GVRHA a Warranty Deed, attached hereto as Exhibit B, that restricts Buyer to provide workforce affordable housing units for certain income levels and other improvements substantially similar to those set forth in Town Housing Guidelines. If the Town ultimately approves the GVRHA Application through the Town's review process, and that approval is agreed to by GVRHA, the parties agree that the Warranty Deed(s) shall be amended to reflect the particulars of such approval.

9. **CLOSING DOCUMENTS, INSTRUCTIONS, AND CLOSING.**

a. **Closing Documents and Closing Information.** The Town and Buyer shall cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and the Town and their designees. Buyer and the Town will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and the Town shall sign and complete all customary or reasonably required documents at or before Closing.

b. **Closing.** Closing shall be on the date specified as the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by the Closing Company.

c. **Closing Costs.** Buyer shall pay any escrow fee and closing services fee charged by the Closing Company, and any recording fees.

d. **Transfer of Title.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, the Town shall execute and deliver a good and sufficient warranty deed for each Lot to Buyer, at the time GVRHA obtains the construction loan, conveying the Lot free and clear of all taxes except the general taxes prorated for the year of Closing. Title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Commitment ordered by Buyer in accordance with § 4 of this Contract;

2. Distribution utility easements (including cable TV);

3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which are accepted by Buyer in accordance with § 5 of this Contract; and
 4. Inclusion of the Property within any special taxing district.
 - e. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.
 - f. Brokerage Disclosure. The Town has not engaged a broker in this transaction, nor has GVRHA. No commission shall be due.
10. **DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**
- a. Day. As used in this Contract, the term “day” shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
 - b. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline shall be extended to the next day that is not a Saturday, Sunday or Holiday.
11. **PROPERTY CONDITION AND WALK-THROUGH.**
- a. The Parties to this Contract expressly agree that the Property shall be maintained in its present condition by the Town until Closing, unless otherwise agreed upon in writing.
 - b. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property complies with this Contract.
12. **RECOMMENDATION OF COUNSEL.** By signing this Contract, Buyer and the Town acknowledge that this Contract has important legal consequences and have been advised to consult with legal, tax, and/or other counsel before signing this Contract.
13. **TIME OF ESSENCE.** Time is of the essence hereof.
14. **DEFAULT AND REMEDIES** If any obligation hereunder is not performed or waived as herein provided, the non-defaulting party has the following remedies:
- a. If Buyer is in Default:
 1. If Buyer fails to Close, the Town has the right to terminate the Contract.
 2. If Buyer fails to diligently pursue a land use change approval with the Town for the Project, the Town has the right to terminate the Contract.
 3. If Buyer fails to construct the duplexes on the Lots by September 1, 2019, then Buyer agrees to reconvey the Lots to the Town, and the Town will refund the Purchase Price.
 - b. If the Town is in Default, Buyer has the right to terminate the contract.
15. **LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation between the parties relating to this

Contract, prior to or after Closing Date, each party shall be responsible to pay its own respective costs and expenses, including attorney fees, legal fees and expenses.

16. **TERMINATION.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination shall be effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter, document or condition as satisfactory and waived the Right to Terminate under such provision.

17. **ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing shall survive the same.

18. **NOTICES, DELIVERY.** All notices required by this Contract shall be in writing and shall be either:

- (1) personally delivered to the required Party;
- (2) sent by certified mail, return receipt requested, or
- (3) sent by email or facsimile transmission, to the required Party, at the addresses or number set forth in § 1.

19. **CHOICE OF LAW.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property located in Colorado. The District Court for Gunnison County, Colorado shall be the exclusive venue for any dispute arising out of or related to this Contract.

20. **ASSIGNABILITY AND INUREMENT.** This Contract shall not be assignable by Buyer without the Town's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

21. **EXECUTION.** A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties. The Parties agree to accept electronic and facsimile signatures as original signatures.

22. **FURTHER ASSURANCES.** Each Party agrees to execute and deliver such other and additional documents and instruments and to do all other acts necessary to more fully effectuate the purpose and intent of this Contract.

23. **ATTACHMENTS.** The following attachments are a part of this Contract:

- a. Exhibit A: Description of Property
- b. Exhibit B: Form of Warranty Deed

c. Exhibit C: Notice of Lien and Lender Deed Restriction Acknowledgment

24. ADDITIONAL PROVISIONS

a. COVENANTS, DEED RESTRICTIONS. The Parties agree to execute all covenants, deed restrictions and other legal instruments necessary to accomplish the intent of this Contract and any requirements of any approval of the land use change application including but not limited to mechanisms identified in such approval to ensure qualifications of tenants, and funding and financial security for accomplishment of the Project. Such mechanisms shall survive closing on this contract.

b. LEGAL DEFENSE. Buyer and the Town shall cooperate to defend against any third party legal or equitable challenge to the validity of this Contract or the approval of the Application, with each Party to pay its own costs and expenses, including attorney's fees, legal fees and expenses.

c. CONTRACT TO BE AMENDED TO CONFORM TO RESULTS OF LITIGATION. Should any third party legal or equitable challenge to this Contract or the approval of the Application be successful, the Parties shall make good faith efforts to amend the Contract to address any legal deficiency, or terminate this Agreement, without liability or penalty to Buyer or the Town in which event this Agreement shall be of no further force or effect.

d. NO CONVEYANCE OF PROJECT WITHOUT PRIOR TOWN APPROVAL. None of the Lots shall be conveyed to a third party or encumbered without prior written approval of the Town, which approval shall consider any reasonable impact to fulfillment of Buyer obligations hereunder, and which approval shall not be unreasonably withheld.

e. NO WAIVER OF REQUIREMENTS. Nothing in this Contract is, or shall be construed to be, a waiver by the Town of any applicable regulatory requirement of the Town.

f. NO PREDETERMINATION OF REGULATORY PROCESS. Nothing in the Contract is, or shall be construed to be, a predetermination by the Town of any applicable regulatory process.

g. NO LIENS OR ENCUMBRANCES. No Liens or encumbrances shall be placed on the Property until: (i) any approval of the Building and/or Zoning Applications by the Town, and (ii) dismissal of any legal challenges to such approval.

h. DEFAULT. Town and Buyer hereby covenant and agree that the following additional items shall be considered a default under this Agreement by Buyer:

1. The filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by Buyer, or the admission by Buyer that it is unable to pay its debts as they become due.

2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within thirty (30) days from the date of entry thereof, any order approving an involuntary petition against Buyer.

3. The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Buyer as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee, or liquidator of all or a substantial part of Buyer’s assets or the Property.

4. Any attachment or execution levied upon Buyer’s assets and the Property which causes Buyer to be unable to perform its obligations hereunder.

5. Any commencement of foreclosure proceedings for any lien against the Property related to actions of Buyer with respect to the Property prior to the Closing, which proceedings are not dismissed, or the lien is bonded over and released within 30 days of the filing of the foreclosure proceedings.

i. The Town has authorized Dara MacDonald, Town Manager, to execute this Contract and all documents necessary to effectuate this Contract.

SIGNATURES

Gunnison Valley Regional Housing Authority

By: _____ Date _____
Name: _____
Title: _____

The Town of Crested Butte, Colorado

By: _____ Date _____
Name: _____

Exhibit A

Lot 6, Lot 16, and Lot 14, Block 79, of the Paradise Park Subdivision

Lot 10, Block 77, of the Paradise Park Subdivision

Town of Crested Butte, County of Gunnison, State of Colorado.

Exhibit B
GENERAL WARRANTY DEED
(Statutory Form - §38-30-113, C.R.S.)

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

whose address is: 507 Maroon Avenue
P.O. Box 39
Crested Butte, CO 81224

for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys unto:

Gunnison Valley Regional Housing Authority, Grantee,

whose address is: 202 E. Georgia Avenue
Gunnison, CO 81230

the following real property in the County of Gunnison, State of Colorado, to-wit:

Lot 6, Lot 16, and Lot 14, Block 79, REPLAT OF BLOCKS 79 AND 80, PARADISE PARK SUBDIVISION, according to the plat thereof recorded April 27, 2016 at Reception No. 639098,

Town of Crested Butte,
County of Gunnison, State of Colorado,

Lot 10 Block 77, FINAL PLAT OF PARADISE PARK SUBDIVISION, a part of SW ¼ Section 35, T13s, R86, 6th P.M, N/W ¼ Section 2, T14s, R86, 6th P.M. Gunnison County Colorado containing 15.66 acres according to the plat thereof recorded August 29, 2002 at Reception No. 523289,

together with all appurtenances, and warrants title to the same, subject to: real property taxes for the year 2017 not yet due and payable; distribution utility easements (including cable TV); inclusion of the property within any special taxing district; any special assessment for

improvements not installed as of the date hereof, whether assessed prior or subsequent to such date; and all matters listed on **Exhibit "A"** attached hereto.

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

EXHIBIT "A"

- 1) The following reservations as contained in the United States Patent recorded October 30, 1882, in Book 45 at Page 12:
 - a) The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

- 2) Any taxes, fees, assessments, charges and/or obligations as imposed by Notice of Ordinances in the Town of Crested Butte recorded December 1, 1986 in Book 636 at Page 145, recorded August 23, 1995 in Book 769 at Page 94, recorded May 2, 1996 in Book 782 at Page 272 and recorded May 24, 1996 in Book 783 at Page 548; as follows:
 - a) Ordinance No. 15, Series 1979, as amended, providing for an excise tax upon the transfer of interests in real property.

 - b) Ordinance No. 7, Series 1986, requiring the replacement of non-approved solid fuel burning devices with "Approved Solid Fuel Burning Devices" upon the transfer of interests in real property.

 - c) Chapter 15 of the Crested Butte Municipal Code, the "Zoning and Land Use Ordinance".

 - d) Ordinance No. 12, Series 1991, regarding provisions for a 3 per cent transfer tax.

 - e) Notice regarding Town of Crested Butte 1996 Land Use Plan, filed in accordance with the provisions of C.R.S. Section 31-23-208, recorded May 2, 1996 in Book 782 at Page 272, and Crested Butte Land Use Plan, adopted by Resolution No. 4, Series 1996, recorded May 24, 1996 in Book 783 at Page 548.

- 3) The effect of Resolution No. 19, Series 1999, recorded June 9, 1999 at Reception No. 493678.

- 4) The effect of Ordinance No. 16, Series 2000, recorded August 18, 2000 at Reception No. 504284.

- 5) Terms and conditions of Annexation Agreement recorded August 18, 2000 as Reception No. 504285 and as amended October 13, 2000 at Reception No. 505918 and as Amended by Addendum to Annexation Agreement recorded February 5, 2003 at Reception No. 527767.
- 6) The effect of Annexation Plat of Verzuh Ranch recorded August 18, 2000 at Reception No. 504286.
- 7) Easements, notes, reservations and recitals as set forth on the Plat of Verzuh Ranch Annexation recorded August 18, 2000 at Reception No. 504288, Amendment to Plat recorded August 29, 2002 at Reception No. 523288, and Affidavit of Correction recorded September 3, 2002 at Reception No. 523391, and Replat of Private Open Space recorded November 21, 2007 at Reception No. 580423.
- 8) Terms and conditions of Subdivision Improvements Agreement recorded August 18, 2000 at Reception No. 504289.
- 9) Terms, conditions and obligations as set forth in Resolutions recorded August 29, 2002 at Reception No. 523290 and recorded September 11, 2002 at Reception No. 523601.
- 10) Terms, conditions and obligations as contained in Warranty Deed recorded August 18, 2000 at Reception No. 504292.
- 11) Terms and conditions as contained in Amended Guidelines, Rules, and Administrative Procedures recorded October 31, 2003 at Reception No. 536326.
- 12) Easements, notes, reservations, and recitals as contained on the Replat of Blocks 79 and 80, Paradise Park Subdivision recorded April 27, 2016 at Reception No. 639098.
- 13) Terms, conditions, restrictions and obligations as contained in Master Deed Restriction recorded August 24, 2016 at Reception No. 641510.
- 14) Terms, conditions, restrictions and obligations as contained in the Snow Removal Reimbursement Covenant recorded June 5, 2017 Reception No. 646815.

Exhibit C

**NOTICE OF LIEN
AND MEMORANDUM OF ACCEPTANCE OF
MASTER DEED RESTRICTION AGREEMENT FOR
(insert property address here), GUNNISON COUNTY,
COLORADO**

WHEREAS, {insert Buyer name(s), the “Buyer” is purchasing from (insert name of seller here), the “Seller” at a price of \$ (insert purchase price here) the real property described as:

(insert legal description here)

known as the “Property”; and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitle “Master Deed Restriction Agreement” for the Property, recorded on (insert recording date of deed restriction here) under Reception No. (insert Reception No. here), in the real property records of the County of Gunnison, Colorado (the “Deed Restriction”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning the Deed Restriction and fully understands the terms, conditions, provisions, and restrictions contained in the Deed Restriction.
2. States that any Notice to Buyer should be sent to:
(insert Buyer mailing address here)
3. Directs any Notice to Town of Crested Butte and the Gunnison Valley Regional Housing Authority be sent to:

Town of Crested Butte
Attn: Town Manager
PO Box 39
Crested Butte, CO 81224

And

Gunnison Valley Regional Housing Authority
Attn: Executive Director
202 E. Georgia Avenue
Gunnison, CO 81230

4. Directs that this Notice be placed of record in the real estate records of the County of Gunnison, Colorado and a copy provided to the Town of Crested Butte.

IN WITNESS WHEREOF, the Buyer has executed this instrument on the _____ day of _____, 20_____.

Buyer(s):

Printed Name(s):

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

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

Town of Crested Butte

Attn: Town Clerk

P.O. Box 39

507 Maroon Avenue

Crested Butte, CO 81224

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

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

(Legal Description Here)

(the “**Unit**”), hereby acknowledges, confirms and agrees to be bound by the terms, agreements, conditions, covenants and requirements of that certain Master Deed Restriction (the “**Deed Restriction**”) dated August 24, 2016, and recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado on August 24, 2016 at Reception No. 641510, respecting the Unit, as and when the circumstances may dictate. For purposes hereof, the contents, terms and conditions of the Deed Restriction are hereby incorporated herein as if fully set forth verbatim herein. In addition, the following matters shall also apply to the Unit:

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

- OR (as applicable) -

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Town and Owner have entered into this DR Acknowledgement effective as of the date of Owner’s signature set forth below (the “**Effective Date**”).

TOWN:

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

Date: _____

By: _____
Dara MacDonald, Town Manager

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk

OWNER:

Date: _____

By: _____

Name:

By: _____

Name:

Address: _____

Attn: _____

Phone: _____

E-mail: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Acknowledgement of Deed Restriction and Maximum Resale Price was acknowledged before me this __ day of _____, 20__, by Dara MacDonald, Town Manager, Town of Crested Butte, Colorado, a Colorado home rule municipal corporation on behalf of said entity.

Witness my hand and official seal.

My commission expires _____.

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires _____.

ORDINANCE NO. 3

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE CONVEYANCE OF TOWN-OWNED PROPERTY IN PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO GUNNISON VALLEY REGIONAL HOUSING ASSOCIATION

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

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

WHEREAS, the Town desires to enter into a contract with the Gunnison Valley Regional Housing Authority (“GVRHA”) to sell and convey four lots in the Paradise Park Subdivision on which GVRHA will build four duplexes (8 units) for affordable workforce housing pursuant to the provisions of the contract and the applicable provisions of the Town Code;

WHEREAS, a copy of the contract between GVRHA and the Town is attached here to as **Exhibit 1**;

WHEREAS, the real property that is the subject of the contract between the Town and GVRHA is legally described as follows: **Lot 6, Lot 11, and Lot 14, Block 79, of the Paradise Park Subdivision, and Lot 10, Block 77, of the Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado**;

WHEREAS, the Town Council has directed the Town staff to enter in to the contract and convey the above-described property to GVRHA pursuant to the contract; and

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

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

Section 1. Authorization to Enter into Contract and Convey Town-Owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to enter into the contract with GVRHA attached hereto as **Exhibit 1** and to convey the real property legally described as **Lot 6, Lot 11, and Lot 14, Block 79, of the Paradise Park Subdivision, and Lot 10, Block 77, of the Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado**, to GVRHA,

for the construction of and use for four duplexes (8 units) of affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said conveyance to GVRHA following approval thereof by the Town Attorney.

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

TO: Mayor Schmidt and Town Council

THRU: Dara MacDonald, Town Manager

FROM: Michael Yerman, Community Development Director

RE: Scarp Ridge, LLC Heli-Pad and Limited Helicopter Access
Gunnison County Minor Impact Project LUC 17-00044

DATE: February 20, 2018

I. Land Use Request:

Scarp Ridge, LLC is requesting a land use change to create a year round heli-pad on the west side of the existing snow-cat storage barn northwest of the Irwin town-site. According to the land use application, the proposed heli-pad will be for the exclusive use of Eleven clients to access and utilize the year-round recreational activities conducted on Scarp Ridge, LLC's property and National Forest that includes snow-cat assisted skiing operated under the U.S. Forest Service Special Use Permit during the winter months.

The land use application states that neither Scarp Ridge, LLC nor any of its affiliates will be operating the helicopters. Other private helicopter services will be contracted for transporting guests to the Irwin heli-pad from departure points such as Aspen, Telluride or Montrose. The applicant estimates four (4) helicopter flights per month.

II. Location:

The site is located approximately 12 miles west of the Town of Crested Butte, above and north of Lake Irwin and the Irwin town-site. It is legally described as the Lead Chief lode mining claim, U.S. Survey No. 2731, Ruby Mining District, and includes 8 additional claims, all in the Ruby Mining District as inholdings within the Gunnison National Forest, and generally within Sections 27, 33 and 34 T13S R87W 6th P.M.

III. Access:

Vehicular roadway access to the site is provided from Crested Butte via Kebler Pass Road (CR 12) to Lake Irwin Campground Road (FSR 826) onto Green Lake Road (FSR 826-1E) and Irwin Lodge Road (FSR 826-1C). Kebler Pass Road is maintained by the Gunnison County Public Works Department and it is generally open from May to November. When the roads are closed due to snow, vehicular travel may be made by snowcat, snowmobile and snoXcycle.

IV. Jurisdictional Authority:

Scarp Ridge, LLC operates on private patented mining claims within the Gunnison National Forest in unincorporated Gunnison County. The proposed heli-pad site is not located within the Crested Butte Three Mile Plan Area nor within the boundary of the Town's Coal Creek Watershed. Should Town Council determine that the Town of Crested Butte, as a municipality

within the County, would be adversely affected by this Minor Impact Project, the Town may direct staff to submit written comments to the Gunnison County Community Development Department and/or provide oral comments on its behalf at the public hearing.

V. Public Process:

The Gunnison County Planning Commission conducted a public hearing on the Scarp Ridge, LLC, Minor Impact Project at the Crested Butte Town Hall on February 2, 2018. After presentations by County staff and the applicant, public comment and discussion by the Planning Commissioners, the applicant was requested to provide the following additional information:

- Operations Plan;
- Proposed Flight Paths; and
- Information on Helicopter Noise

The public hearing is continued to March 2, 2018 at 1:00 PM in Gunnison.

VI. Direction to Staff:

A proposed directive from Town Council to staff is provided below:

No Comment: The Town Council directs Town staff not to request additional information nor submit formal comments regarding this Minor Impact Project to the Gunnison County Planning Commission at this time based on the following findings: 1) the proposed heli-pad and limited helicopter access at Scarp Ridge, LLC are located in unincorporated Gunnison County and within the Gunnison National Forest; 2) the project is outside the Town's Three Mile Plan Area; 3) the site is not within the Town's Coal Creek Watershed boundary; and 4) the land use change, as proposed, does not adversely impact the Town.

VII. Alternative Action:

Members of Town Council, as private citizens, and/or residents that have issues and concerns about this land use proposal, may submit written comments to the Gunnison County Community Development Department and/or provide oral comments at the Gunnison County Planning Commission public hearing on March 2nd at Town Hall in Crested Butte.



Staff Report

February 20, 2016

To: Mayor Schmidt and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Slate River Working Group**

Summary:

The Town of Crested Butte is considering co-convening a working group with the Crested Butte Land Trust to address management issues on the Slate River.

Background:

Since implementing the 1.5% Real Estate Transfer Tax (RETT) for Open Space in 1994, the Town of Crested Butte has worked with the Crested Butte Land Trust to preserve over 1,000 acres of open space, much of it in the Upper Slate River Valley. The Land Trust owns most of the open space lands along the Slate River, with the Town of Crested Butte holding the respective conservation easements.

Over the past five years, and especially in the last two, growth of recreational use in the Slate River has been exceptional. With the increased use, community concern about how this vital community resource is managed has grown. In the summer of 2017, the Crested Butte Land Trust heard from numerous constituents about the importance of various, and often competing priorities, including wildlife (especially a blue heron rookery), public access to recreation, clean water, opportunity for commercial recreational use, and viability of agricultural operations along the river corridor. Management of these diverse interests is further complicated by the patchwork of landowners and managers throughout the river corridor.

As a conservation easement holder, the Town of Crested Butte has an obligation to ensure that the easements' terms are upheld and the conservation values of the open space properties are not degraded. The Town of Crested Butte also holds the easements allowing recreational access at the Rec Path Bridge.

Since fall 2017, the Crested Butte Land Trust has been pursuing a collaborative working group that will identify the issues along the Slate River requiring joint management, problem-solve, and develop strategies that align with community values to resolve identified issues. They have identified and reached out to key stakeholders to participate in this working group and so far, have received positive feedback about the potential for a working group.

In conversations with the Town this spring, the Land Trust asked the Town to co-convene the working group process. Staff feels that the Town can provide a valuable community resource by

bringing Slate River stakeholders together and supporting them in their work to find common-ground management solutions. Town Staff has also requested that the Land Trust, working with the Town as a partner, expand their scope from just the Upper Slate to the entire section of floatable Slate, from the Gunsight Bridge to Skyland. Staff believes that this will provide a more holistic picture of the river management needs.

As currently planned, the Slate River Working Group would meet for 5-7 monthly meetings with the help of a professional facilitator. The Working Group would kick-off in April and conclude in the fall, with a final report drafted in winter 2018. Implementation of management solutions identified by the working group would begin in summer 2019.

In the summer of 2018, the Land Trust and Town will also collect data on the Slate River Corridor to support the working group process. The Land Trust is partnering with Western State Colorado University and Coal Creek Watershed Coalition to study the blue heron rookery and aim to continue user-counts at the Gunsight Bridge. Town staff is also looking into tracking use at the Rec Path Bridge.

Town and Land Trust Staff have budgeted \$12,000 for the Slate River Working Group, including professional facilitation services, data collection, and meeting-related expenses. The Land Trust has committed \$2,000 to the process and will reach out to other identified stakeholders to ask for voluntary financial commitments. With a contribution of up to \$5,000 from the Town of Crested Butte, the Town would be able to apply for an additional \$6,000 in matching funds from the Upper Gunnison River Water Conservancy District through their 2018 grant application for the process. If the grant funding was received, this would fulfill the budgetary needs for the project. The Town contribution is currently unallocated in the 2018 budget. If the Council chooses to allocate funds, these would come from General Fund Reserve.

Town Staff is looking for direction from council about pursuing the Slate River Working Group as a co-convenor. Staff is also looking for direction from council about allocating \$5,000 to the process.

Staff Recommendation:

Staff recommends a Council member make a motion to approve up to \$5,000 from the General Fund Reserve for the creation of the Slate River Working Group and authorizing the Town Manager to sign a grant application to the Upper Gunnison River Water Conservancy District.

SLATE RIVER WORKING GROUP

Community-Driven Land Management

PURPOSE

The Slate River is a vital element of the Crested Butte community. Its presence in the heart of Paradise Divide is one of the most prominent characteristics of the Upper Gunnison Valley, defining Crested Butte as an exceptional place to live and recreate year-round. The close proximity of downtown Crested Butte to a river valley with some of the state's highest functioning wetlands, a broad range of recreational opportunities, and unmatched scenic quality is very unique, and demands maintaining.

The Slate River is an important ecological, economic, and recreational resource for the Crested Butte community. As recreational use has intensified in the past five years, new concerns about water quality, habitat protection, commercial use, and the protection of private property have arisen. These issues are compounded by the patchwork of landowners and managers along the banks of the Slate. To address the challenge of integrating the needs and desires of many different stakeholders along the Slate River, the Land Trust and Town are interested in developing a multi-stakeholder management plan through a collaborative working group.

CONVENERS

To date, the Crested Butte Land Trust (Land Trust) and the Town of Crested Butte (Town) have conserved over 1,100 acres throughout the Slate River Valley. As open space managers and conservation easement holders, the Land Trust and Town are obligated to ensure that the diversity of uses on conserved lands are compatible with the character and natural resource values of the landscape.

As a municipality, the Town of Crested Butte works in the service of the health, safety, and wellbeing of its citizens. The Town believes that the sustainable management of the Slate River, a critical community resource, is important to the long-term vitality of the Town.

WHY A STAKEHOLDER GROUP?

Interwoven in the Land Trust and Town's obligation to uphold the conservation value of the protected Slate River properties is the need to uphold wildlife habitat, recreation opportunities, scenic vistas, and ranching. The Town also understands that the Slate River also provides important commercial activity for several local businesses and elevates the quality of life for local residents and visitors. In an area loved as much as the Slate River Valley, this multi-use agenda experiences a diversity of friction points. From a rancher's fence hindering the ability of a kayaker to float the Slate River, to the desire for local business owners to capitalize on new recreational opportunities, to the potential for increased river use to affect water quality, or the

steady flow of stand up paddle boarders that disturb nesting Blue Heron; the issues are complex and require comprehensive management. Successful management strategies cannot be implemented by the Town and Land Trust alone – instead, broad-based support built from multiple perspectives is needed.

By convening a group of community stakeholders, river management decisions will be developed and implemented with increased buy-in, leverage, and understanding.

IDENTIFIED STAKEHOLDERS

- The Crested Butte Land Trust
- The Town of Crested Butte
- Skyland Community Association
- Gunnison County
- U.S. Forest Service
- Bureau of Land Management
- Colorado Parks and Wildlife
- The Upper Gunnison River Water Conservancy District
- Coal Creek Watershed Coalition
- High Country Conservation Advocates
- Agricultural/Ranching (2)
- Commercial River User (2)
- Private landowner (3)

The Town and Land Trust recognize that there are many more interested individuals and organizations than included on the above list. In order to create a balanced, productive working environment, the Town and Land Trust have chosen stakeholders that they believe can represent general interest groups and effectively communicate the working group’s progress back to their interest group.

GOALS OF SLATE RIVER WORKING GROUP

1. Identify current management challenges within the Slate River corridor from Oh-Be-Joyful Campground, south to the Skyland Bridge.
2. Develop strategies that address management challenges, align with community values, and alleviate user conflict.
3. Plan for the implementation proposed management strategies/projects.
4. Communicate Working Group goals and strategies to community with one voice.

SCOPE

The Slate River Working Group's geographic scope includes a 5.4 mile reach of the Upper Slate River, from the Oh-Be-Joyful campground to the north, to the Skyland Bridge to the south. The Slate River Working group will limit conversation to river-specific issues. Camping, trail use, and other issues will not be addressed, except in relation to the river, during this working group process.

TIMELINE

The Slate River Working Group would meet for 5-7 monthly meetings, beginning in May 2018. A final report from the process would be drafted in winter 2018. During the summer of 2018, the Town and Land Trust would conduct wildlife and user-count research to support the working group process.

BUDGET

The Land Trust and Town have requested bids from several professional facilitators. Based on preliminary bids, the conveners expect a cost of \$10,000-\$12,000 for professional facilitation and meeting related expenses.





THE VICE PRESIDENT
WASHINGTON

February 2, 2018

The Honorable Jim Schmidt
Mayor of Crested Butte
Post Office Box 39
Crested Butte, Colorado 81224

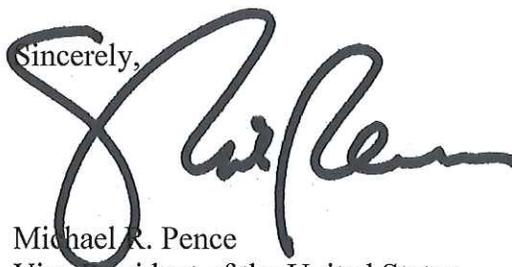
Dear Mayor Schmidt:

As leader of the United States delegation to the 2018 Olympic Winter Games, I am proud to join the people of Crested Butte in honoring your community's own Aaron Blunck and David Chodounsky as members of the U.S. Olympic Team in PyeongChang, South Korea.

Together, the members of our Olympic Team represent the strength of our Nation and the destiny of American greatness at home and around the world. I join Americans everywhere in applauding these athletes and cheering them on as they reach for their dreams.

On behalf of the American people, I want you to know how proud we are of your community for representing America on the world stage. Please know that I will be rooting for your hometown Olympians and rallying behind Team U.S.A. as they compete in the XXIII Olympic Winter Games in PyeongChang.

May God bless the people of Crested Butte, may God bless our 2018 Olympic Team, and may God bless the United States of America.

Sincerely,

Michael R. Pence
Vice President of the United States

March 5, 2018**Work Session**

Mike Reily on Town's Emergency Preparedness Plans

Consent Agenda

Amendment to Woods Walk Easement Reception # 533987 for the Realignment of the Woods Walk Trail.

Resolution No. , Series 2018 - A Resolution of the Crested Butte Town Council Approving the Award of a Construction Agreement for the Town Park Playground Renovation Project to Black Dragon Development, LLC. in an Amount Not to Exceed \$XXX,000.00

BOZAR Appointment

DOLA Planning Grant

Bridges of the Butte Special Event Application

New Business

Ordinance – Employee Rental – Joey

Ordinance – Commercial Lease for Old Rock Jail

Ordinance – T Zone Parking Changes

March 19, 2018**Work Session**

Matt McCombs, District Ranger, Gunnison Ranger District GMUG

April 2, 2018**Work Session**

Hold for Council to convene as Planning Commission to review Slate River sketch plan subdivision/zoning

Consent Agenda

Sidewalk Seating

Future Items

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