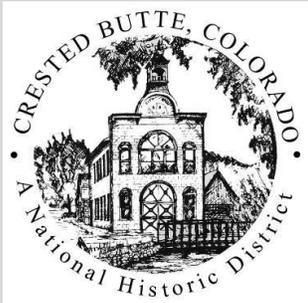


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Tuesday, February 21, 2017
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

6:00 WORK SESSION

Update by Town Planner Michael Yerman on 2017 Affordable Housing Projects.

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 6, 2017 Regular Town Council Meeting Minutes.
- 2) February 15, 2017 Special Town Council Meeting Minutes.
- 3) Resolution No. 5, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Plat and Declaration and Party Wall Agreement for Engelmann Townhouses, Lots 25 and 26, Block 64, Town of Crested Butte, Colorado.
- 4) Resolution No. 6, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Plat and Declaration and Party Wall Agreement for Ponderosa Townhouses, Lots 23 and 24, Block 64, Town of Crested Butte, Colorado.
- 5) Resolution No. 7, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Creative District Marketing Partnership with the Gunnison Crested Butte Tourism Association in an Amount Not to Exceed \$5,000.00.
- 6) Resolution No. 8, Series 2017 - Resolutions of the Crested Butte Town Council Authorizing the Mayor to Execute the Grant Agreement Between the Town and the State of Colorado for the Crested Butte Wastewater Plant Upgrades.
- 7) Authorization for the Mayor to Sign a Letter of Support for the 2017 Funding Assistance Program for the Peanut Lake Restoration Project.
- 8) Proclamation Declaring Crested Butte as an Open and Inclusive Community.

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.

7:07 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:25 PUBLIC HEARING

- 1) Ordinance No. 2, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 18, Article 8 of the Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances.

7:35 NEW BUSINESS

- 1) Ordinance No. 3, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Articles 16 and 21 of the Crested Butte Municipal Code to Include Requirements for Mechanical Parking Lift Systems, to Credit the Use of Private Property Parking for Public Parking in the “T” Zone District and to Exempt Parking Square Footage and Access to Such Parking from Resident Occupied Affordable Housing Requirements.

7:45 2) Authorization for the Mayor to Sign a Letter of Intent to Apply for Colorado Creative Industries Space to Create Application.

7:55 3) Presentation by Center for the Arts and Possible Town Council Direction Regarding Financing Options for the Center for the Arts Renovation and Expansion Project.

8:35 **LEGAL MATTERS**

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

8:50 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:00 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, March 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 3, 2017 - 6:00PM Work Session - 7:00PM Regular Council

9:05 **EXECUTIVE SESSION**

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

2) 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).

10:05 **ADJOURNMENT**



To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Thru: Dara MacDonald, Town Manager
Subject: **Affordable Housing Projects 2017-2018 Work Session**
Date: February 21, 2017

Update:

The Town Staff has been busy working on several different Affordable Housing Projects for 2017-2018. Unfortunately, with the departure of the Housing Authority's Executive Director several projects have been delayed. However, the staff is diligently working on advancing these projects and getting them back on track.

There is 1 homeownership lot from the 2016 lottery under construction and 5 more owners preparing to break ground in 2017. Town has been working with the Crested Butte Community School to design and build a house on one of the micro lots. We are kicking off the design project with the Gunnison Valley Regional Housing Authority (GVRHA) and hope they will be able to build an additional 3 duplexes for a fall home ownership lottery. The Town is also participating in the recruitment and hiring process with the GVRHA to hire a new executive director.

Beyond the builds in Block 79 and 80 and working with the GVRHA, the Town has begun planning for a possible partnership with Colorado Creative Industries for a rental build on the one acre parcel associated with the Cypress Annexation. The Town is actively working on a partnership for the possible purchase of some existing rental units and preserving these units for essential service workers. The Town has begun planning for a two duplex build in 2018 in partnership with the School District and Mt. Express. Lastly, the town partnership with Mt. Crested Butte, Gunnison County, and CBMR is in the beginning stages of planning for the 17 acre Brush Creek parcel.

Town Staff will update the Town Council during the work session on the following projects:

1. Community School Design/Build Lot 8 Block 79
2. Lot owner builds in Block 79 and 80
3. GVRHA 3 Duplex Home Ownership Lottery Build
4. Space to Create
5. 2018 Essential Service Provider 2 Duplex Build

6. 2018 micro lot build
7. Possible Purchase of Existing Rental Housing for Essential Service Providers
8. Hiring of a New Executive Director for GVRHA
9. Planning for 17 acre Brush Creek Parcel

	Vacant lot lottery	Ownership Lottery duplex units	Town Empl. Rentals	Essential Services Rentals build/buy	Lot owner builds	Total new units per year
2016	8					0
2017		6	1	8	6	21
2018			1	3	2	6
2019		6		1	0	7
2020	3					0

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, February 6, 2017
Council Chambers, Crested Butte Town Hall

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

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

Staff Present: Town Manager Dara MacDonald and Town Attorney John Belkin

Finance Director Lois Rozman, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, Building and Zoning Director Bob Gillie, Chief Marshal Mike Reily, and Town Clerk Lynelle Stanford (all for part of the meeting)

APPROVAL OF THE AGENDA

Michel stated that item #1, Discussion on Financing Options for the Center for the Arts, was removed from the agenda. MacDonald added a second item under Executive Session #1 regarding Cypress water negotiations.

Schmidt moved and Merck seconded a motion to approve the agenda with the amendments of dropping item #1 under New Business and adding a third Executive Session item. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) January 17, 2017 Regular Town Council Meeting Minutes.

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

PUBLIC COMMENT

None

STAFF UPDATES

Michael Yerman

- Introduced the new Open Space-Creative District Coordinator, Hilary Henry.
- Funding Partners, for affordable housing, would be coming to town Wednesday, and there would be a work session on the 21st regarding the Town's affordable housing projects.

Lois Rozman

- December sales tax was up 10%, and it was up 4% for the year.
- Reported there was an email sent out to Colorado Airbnb hosts that suggested that Airbnb was collecting all sales taxes. However, they were not collecting for self-collected municipalities, like Crested Butte. MUNIREvs would be initiating an email to business license holders notifying them.
- Hilary Ingersoll, the new HR Tech, started on January 31st.
- Rozman updated on snow removal costs. In January, Town spent \$130K. \$178K was the total budget, not including the \$100K contingency. She did not expect snow removal to put Town in a financial bind.

Bob Gillie

- The Building Department was starting to get busy with approvals for the upcoming building season.
- They were working on a possible commercial building at 206 Elk and looking at a number of micro lots.
- BOZAR met and awarded the project of the year to the Depot.
- Mason asked about a potential addition or expansion at Clark's. Gillie had two discussions with Tom Clark. There were challenges such as with neighbors and parking, and he hadn't heard from Clark recently.

Mike Reily

- The Marshals were busy, especially with work such as towing and winter parking.
- The main thing that they had dealt with was the Women's March on the 21st. They tried to come up with strategies to reduce conflict. He estimated between 400 and 500 people attended. He mentioned unintended consequences such as an issue with Mountain Express. A key component was having a conversation with organizers. MacDonald stated there was an event review process. The main issue was public safety, and Town wouldn't want to limit the ability to express. Staff may look at an abbreviated process. Schmidt wanted Town to be as open as possible. He thanked the Marshals for handling the March how they did.

Janna Hansen

- There was a crack in the roof at Big Mine Ice Arena. The engineer and general contractor (GC) did a visual inspection and discovered a cracked weld at a seam. The GC would talk to the manufacturer of the roof, but there was no question of structural integrity. They were told to remove the snow from the roof, and crews were shoveling.
- Attended a noxious weed meeting. The committee expressed gratitude for the letter of support from Town.
- They had great conversations so far on the Big Mine warming house expansion project.
- Thanked crews for work on the Alley Loop.

Lynelle Stanford

- Staff would be scheduling a debrief meeting on the Alley Loop.

- Asked the Council to discuss dates for the retreat.
- Public House LLC applied for a liquor license at 202 Elk Avenue, and a public hearing would be on an upcoming agenda.
- Betty (Deputy Clerk) facilitated the completion of a Laserfiche upgrade. There would be training on March 2nd.

Dara MacDonald

- The operator had been brought on at the Wastewater Treatment Plant. The open positions for Town had all been filled.
- The owners group of the Brush Creek Parcel would reconvene on Wednesday.
- Community Builders Taskforce continued to meet. They would be requesting \$4K from each municipality to track metrics of change over time to see the effects of the OVPP's efforts.
- She was getting started on commercial leases and would be sending out letters to tenants in the next week.

Michel thanked Staff for their hard work.

PUBLIC HEARING

1) Ordinance No. 12, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 6 of the Crested Butte Municipal Code to Include New Regulations in Article 6 Thereof for the Licensing of Vacation Rentals and Defining Vacation Rentals in Chapter 16.

Michel recused himself, explained the reasons, and he left the room. Mitchell also recused herself, explained her reason, and she left the room. Mason, as the Mayor Pro Tem, took Michel's seat.

MacDonald explained that public comment had been closed at the last meeting, but Council could take more if they desired. Gillie reviewed changes from the previous ordinance as reflected in his staff report. Mason asked the Council if they would take public comment and how they wanted to do it. Schmidt wanted to separate requirements from any limitations, as the ordinance was originally. He asked Staff to create a graph reflecting if they limited the number of days or number of units; provide pros and cons of each type of limitation; and determine if they wanted to go that way or not. Schmidt confirmed he wanted to see the mechanicals of the ordinance passed, and he suggested a joint work session with the (STR) committee and Council.

MacDonald affirmed it would be simple to carve out the changes to Chapter 16 from the ordinance, while still integrating the definition of vacation rentals. Staff was seeking direction on BOLT licenses that had been issued in areas where STRs were not allowed. Ladoulis questioned if they were tabling the discussion (on limitations), or if they were saying they didn't want to do it. He didn't want to push out uncertainty. He recognized that starting from scratch could have unintended, negative consequences. Schmidt reiterated his desire for a chart, to include legalities. Mason wanted to see a lay out,

specifically with capping or limiting days, what they talked about, and where they wanted it to go. Merck asked who was using STRs. He didn't know the timeline regarding passing or leaving possible zoning changes and capping to get the ordinance moving. He suggested they invite the committee back. Ladoulis said it was convenient to not get it across the finish line, regarding the cap and limitations, and he wasn't sure more information would get them there. MacDonald responded to Petito's procedural questions, and she confirmed that they could remove Section 3 and vote on an amended ordinance. Gillie stated he did not disagree with Ladoulis. He told the Council that the committee wanted something that had teeth regarding limiting STRs in Town. He saw they had a hard political decision. Mason thought they had to define what they were trying to do by limiting. Mason was willing to continue, but he didn't want to see the rest of the ordinance tabled. Petito appreciated any addition to the discussion or hearing from the committee. He was agreeable to tabling as long as the limitation was on the edge of the table. Ladoulis was ready to vote on the ordinance without Section 3.

Ladoulis moved and Schmidt seconded a motion to pass Ordinance No. 12, excluding Section 3. A roll call vote was taken with all voting, "Yes," except for Michel and Mitchell, who had recused themselves and did not vote. **Motion passed unanimously.**

MacDonald recapped what she heard from the Council. They asked Staff to put together pros and cons and explanations of the differences of limitation schemes to try to identify discussion points that had come out over the past months. Mason wanted to engage the committee as soon as possible. Belkin asked if they wanted to more formally create the committee. Gillie stated the committee was not dealing with the political aspect. Schmidt didn't know if the committee could reach consensus. Mason agreed it had polarized the community, and it would be hard to get consensus.

The Council decided they needed to schedule a special meeting. Petito asked for clarification on limitations to include the number of days, percentage caps, x number of licenses, zoning, and the primary residence question.

Schmidt moved and Merck seconded a motion to set a special meeting on the 15th at 6PM to discuss STRs. A roll call vote was taken with all voting, "Yes," except for Michel and Mitchell, who had recused themselves and did not vote, and Ladoulis voted, "No."

Motion passed.

Michel and Mitchell returned to the meeting.

MacDonald reviewed details of the ordinance that had passed. Belkin further explained that unlimited remained in the Code as it was. The ordinance that passed was only a licensing regime. MacDonald stated that Town would not issue BOLT licenses in zones that were prohibited, and the discussion would be included at the February 15th meeting.

2) Ordinance No. 1, Series 2017 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Units 1, 2 and 3, Town Ranch Apartments, 808 9th Street; 812 Teocalli Avenue; 814 Teocalli Avenue;

19 9th Street; and 17 9th Street, Crested Butte, Colorado) to Various Town Employees.

Michel confirmed that proper public notice was given. MacDonald explained the background on the ordinance. The meeting was opened to public comment. There was no one present who wanted to comment. The public hearing was closed, and the Council had no further discussion.

Merck moved and Mason seconded a motion to approve Ordinance No. 2017-01. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Discussion on Financing Options for the Center for the Arts.

Item was removed from the agenda and deferred to the next meeting.

2) Discussion and Possible Action Regarding Correspondence from Law of the Rockies on Behalf of the Heights Subdivision Concerning Avalanche Issues on Heights Open Space.

Hansen explained the history behind the agenda item, including four letters between the Town and the Heights included in the packet. Town had worked to mitigate avalanches on the slope and reached out to homeowners to formalize the process. Hansen reviewed suggestions in the report from Art Mears. Michel confirmed that it was not solely the Town of Crested Butte who mitigated avalanches. Town reached out to legal counsel to see if they could meet to discuss resolution, but the homeowners modified their request asking for indemnification. CIRSA did not recommend the Town indemnify the owners because Town would give up governmental immunity. Hansen recapped the options outlined in her staff report. She described amenities that would be lost if Big Mine could not be used in the winter.

Michel confirmed the discussion points and options reported by Hansen were based on the report from Mears. Michel would not entertain indemnifying, which was Option 2. Option 3 would require that the Town take on a known liability, and there could potentially be an increase in premiums. Hansen reviewed the pros and cons of Option 3. She added that there could possibly be an option to negotiate with the homeowners again. Michel asked Belkin about the homeowners’ liability. Belkin stated it was their property, and they knew about the hazard. The snow was coming onto Town’s property, and Town built a park there. He agreed it would be nice to get together to work it out.

Jacob With was present at the meeting representing the homeowners. He explained the clients’ interests such as they wanted to keep the park open, but they recognized that avalanche mitigation was dangerous. His clients didn’t want to indemnify the Town for their efforts. If there was an act of God and they did not contribute, then they were not liable. Their concern was they could find themselves with new liability. With mentioned

the deed restrictions on the plat, and the importance to the homeowners to maintain an open view. His clients wanted to allow Town to do the work, but they didn't want to be left with responsibility. He suggested options to explore, and he listed the three items desired by his clients. Belkin told the Council they were asking Town to take on the problem and also protect them. Indemnity assigned responsibility. With countered that they didn't build the park, and they didn't believe they had responsibility.

Michel went through the options presented by Hansen. Belkin told the Council they didn't want to lease the property. Merck wondered if the homeowners needed the open space, or if it could be given to the Town for a small amount. Belkin identified the ultimate long-term solution was to purchase the land and to build an avalanche fence. MacDonald informed the Council the Town was not prepared from a budget perspective to build a fence. Merck thought Option 3 was the best one. Michel told With that the first thing was to communicate. With wanted to be sure structures that could be built were outside of the natural view shed. He agreed they could narrow it down if they communicated. Mason would rather the Town took on the issue rather than it being in limbo. Michel recognized the Town greatly valued the Nordic Center and the opportunities they provided. Council hoped to come to a reasonable solution.

3) Ordinance No. 2, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 18, Article 8 of the Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances.

Gillie said the existing sign code determined that there could only be one projecting sign on each building or façade. BOZAR examined whether they could allow additional projecting signs. They were willing to approve more than one projecting sign per building with certain parameters. Michel affirmed that the BOZAR was recommending that Council adopt the ordinance.

Schmidt moved and Mason seconded a motion to set Ordinance No. 2, Series 2017 for public hearing at the February 21st meeting. **Motion passed.**

LEGAL MATTERS

None

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Laura Mitchell

- She could not attend the rescheduled Scenic Byways meeting. She would report based on minutes at the next meeting.
- She attended a Mountain Express meeting.
- Michel heard the Chamber would no longer provide the Chamber outlet at RMBL.

Roland Mason

- He attended a Mountain Express meeting. Ridership in December was up 4%, and it was up 3% for the year. January was up 40% from last year.
- Chris Larsen attended the Gunnison Housing Foundation meeting to discuss potential work force housing. They were working to collaborate to construct a multi-unit building.
- The new senior van had been wrapped with similar RTA logos with Mountain Express on it.
- The financial report came out for Mountain Express through November.

Glenn Michel

- Attended CAST in Ketchum, ID. It was a productive chance to meet people from other towns who had similar issues, and it was interesting to see what communities were doing.
- He went to the State Historic Preservation Conference last week. The theme was the economic benefit of history preservation. Crested Butte was recognized statewide for the built environment.

Chris Ladoulis

- Would be attending a Tourism Association meeting this week.
- Western's ICE project started conversations with entrepreneurs.

Jackson Petito

- The Housing Foundation meeting was on the 18th. They talked about: difficulty of AMI requirements; purchasing federal lands for affordable housing purposes; and essential service housing. They approved a \$10K grant for the Housing Authority for strategic planning, and they approved an emergency funding policy.

Jim Schmidt

- He attended a Gunnison Valley Regional Housing Authority meeting. Anthracite Place incurred additional costs for roof shoveling.
- Swenson was the acting director, and they hired a consultant to search for a new director.
- They would be having a strategic planning update. He would attend the two-day retreat.
- Joe Roland from Funding Partners would be coming on Wednesday to talk about financing arrangements.
- The Housing Authority was approached about purchasing a six-plex in Town. The Board was asking if Town would be interested in participating in a down payment. The Council agreed to direct Staff to analyze to report back to the Council.

Paul Merck

- Attended the Creative Art District retreat.

Jim Schmidt

- Margot (Levy) was resigning from the Board (Gunnison Valley Regional Housing Authority). He thought it would be helpful to have a Staff member appointed, and the Council agreed to appoint Michael Yerman.

Schmidt moved and Petito seconded a motion to appoint Michael Yerman as representative to the Gunnison Valley Regional Housing Authority Board. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Two people approached Mitchell about a sailing program for kids. Michel hoped it would originate from the community rather than the Town. Ladoulis liked the idea and offered his assistance with questions.

Mason wanted to confirm they were engaged in conversation on the Brush Creek property and to appoint MacDonald to be at the meeting to represent the Town. Mitchell questioned who the stakeholder group was for CBMR. Michel asked Staff to provide the original MOU.

Schmidt brought up Council’s involvement in making statements on issues. He thought it was important to make a statement. Michel noticed general angst, and people wondered if Town would have their backs. He thought Town could make a proclamation that it would continue to be an open community. Schmidt agreed. Ladoulis questioned that if Town was that open, did they have to say it. He hoped they didn’t get into political commentary as a body. Schmidt, Mitchell, Petito, and Michel directed Staff to create a proclamation.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Tuesday, February 21, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Council discussed scheduling a retreat. Wednesday, March 8 was the date that was identified. MacDonald said that details would be forthcoming.

EXECUTIVE SESSION

Michel read the reasons for Executive Session:

- 1) 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 Transactions with Freeport-McMoRan Inc. respecting Mt. Emmons and Cypress Water Negotiations and also
- 2) 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).

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

The Council went into Executive Session at 9:45PM. Council returned to open meeting at 10:17PM. Mayor Michel made the required announcement before returning to open meeting.

Council directed Staff to attempt to arrange a joint meeting with Council and the Board of County Commissioners.

ADJOURNMENT

Mayor Michel adjourned the meeting at 10:19PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Special Town Council Meeting
Wednesday, February 15, 2017
Council Chambers, Crested Butte Town Hall

Mayor Pro Tem Mason called the meeting to order at 6:03PM.

Council Members Present: Jim Schmidt, Jackson Petito, Chris Ladoulis, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney John Belkin, Building and Zoning Director Bob Gillie, Planning Director Michael Yerman, and Town Clerk Lynelle Stanford

APPROVAL OF THE AGENDA

Schmidt moved and Ladoulis seconded a motion to approve the agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

A. Discussion and Possible Action Regarding Limiting Vacation Rentals.

Mason intended to clarify any questions on Ordinance No. 12, the ordinance that was passed at the last meeting, and he explained how discussion at the meeting would be handled. He explained the recusals of Michel and Mitchell and the reason Merck had not recused himself. MacDonald stated that Ordinance No. 12 set a regime for licensing vacation rentals (VRs). There was a discussion around 29 or 30 days (in the definition of vacation rental) and inconsistencies with sales tax and the green and white zones (reflected on the map in the packet).

Mason brought the Council’s attention to the staff report and the negative impacts and opportunities that were considered. He identified the purpose of the meeting and the possible outcomes. MacDonald reviewed the negative impacts of VRs listed in the staff report. Conversely, Staff looked at opportunities VRs may provide, and MacDonald reviewed the points from the staff report.

Mason recognized the conversation had been ongoing. He thought the discussion could focus on the limits. Schmidt asked if the non-conforming BOLT licenses in the white zone would be grandfathered. MacDonald recommended that if Council wanted to desist the use, they should let them run out through 2017. Belkin agreed the properties in the white zone should not be cut off until the end of the cycle.

Petito explained the origination of the ordinance included in the packet, referred to as the Petito ordinance. He wanted to show the wording in the ordinance if they limited VRs, and it was a jumping off point for discussion. Mason asked Belkin to clear up the issue of primary residence. Belkin stated Crested Butte’s zoning was different. Denver had a different launching point and different concerns from the constituency.

Mason wanted to determine if there was Council consensus to put forth more restrictions on VRs. Ladoulis thought the question of usage was fundamental. He wondered if there were a point in which it changed from residential to commercial use and if there was something in the classification that would allow Town to control it. Merck cited Telluride and people that needed to sell properties due to the inability to rent. He didn't like the idea of creating winners and losers. He thought it could be righted by itself. Mason asked if Council wanted to further discuss limiting by zones. Petito saw that if there were potential for profit, within a certain amount of time, people would move in to make the profit. He had an argument in favor of restricting. Gillie reminded the Council that there were already 213 unlimited short-term rentals (STRs), and they were starting at 23% of non-deed restricted housing stock in Town.

Steve Ryan - 75 Escalante

- Cited a court case in Colorado in which the Court of Appeals ruled that a STR was considered a residential use.
- Questioned the 100-foot notification in Ordinance No. 12. He thought it would tear apart the fabric of Town, and it was an unintended consequence of the ordinance.
- He stated the recommendation from the STR committee, limiting to a maximum of 60 days a year, was taken out of context.

Susan Eskew - 201 Gothic

- She had great short-term guests.
- They were missing the big picture.
- VRBO made the difference for her to keep her property.
- The middle class was holding on by their fingernails.

Scott Truex - 219 Gothic

- He wanted to address zoning.
- He didn't think it was good to open up short-term renting in the high-density zones.
- There were natural restrictions in the current zoning, and Staff could address in order to solve.

Mary Ellis - 122B Sopris

- She suggested they limit STRs to primary residences.
- The percentage cap on STRs would be better than a limit on the number of days.

Alan Bernholtz - 416 Sopris

- A license in the B1 Zone was not allowed, but it wasn't an ideal place for long-term rentals.
- B1 would be a great zone for STRs.

Jim Starr - 323 Gothic

- He referred to the pie charts in the packet.

- Town was losing people who lived here to STRs.
- He thought the options for limiting included in the packet were illuminating.
- The legal threat was the elephant in the room.
- He supported limiting the number of houses that could short-term rent.
- The community would stand behind them if they picked a low number for the limit.
- They were losing quality of life during busy times.
- He suggested they cap the number of non-resident STRs.
- Don't cap the number of residents that could rent their homes.
- Start low and collect data. The number could be moved higher in the future.
- Don't allow any more STR licenses in the areas where they were not allowed.

Holly Harmon - 103 Maroon

- Important to acknowledge a local homeowner versus someone who purchased a home to create a business in a residential area.
- Enforce the rules on the book.
- It was a workforce and safety issue.
- The infrastructure was not there.
- The problem was clear and defined that they were losing the community.

Mindy Sturm

- Her struggles have made a community.
- They put tax dollars towards prosperity and now they were saying they didn't want them.
- She wanted to know about enforcement.
- She thought it was bad legislation.
- Zoning was thrown out the window because Town hadn't enforced it.
- She didn't think there was a problem to solve.
- Limiting STRs would not stop the value of Town.
- Be 100% sure it was not illegal. She didn't think Town could afford it.
- Focus on housing solutions for the workforce.
- The economy would correct itself.

Sue Navy - 324 Gothic

- She had a property right, too, and she didn't want to see her neighborhood as a de facto commercial zone.
- Put limits in the R Zone that favored primary residents.
- Cap the number of licenses on investment properties.
- She didn't see a shortage of people to support businesses.
- She was not likely to sue Town because she loved her Town.

Tom Barry - 713 Maroon

- He asked about the areas in the green zone and if they were untouchable forever. MacDonald explained non-conforming and how it was addressed in the Code.

- He had given up all hope of buying a house in Town, but he loved renting in Town.
- There had to be some way to put long-term rentals and short-term rentals on an equal playing field.
- He mentioned a wedding that had occurred in his neighborhood.

Mason closed the meeting to public comment.

Merck didn't think a limitation addressed long-term housing. He agreed with comments made by Sturm, Navy, and Starr. There had been a paradigm shift, and health and public safety were paramount. He wasn't a fan of more restrictions. Ladoulis suggested that they didn't need to put so much credence into the status quo. He wanted to talk about areas they could impact. They needed to do something to anticipate how people used residential zones. Mason asked how they would limit the massive number of STRs in the green zone if they started to open up to renting in the white zone.

The discussion turned towards zoning. Mason thought they had to go back to how many STRs they wanted to see. As they opened up zones, the number of STRs would increase. Mason didn't think there was an issue with the number of STRs that were in Town. They promoted Crested Butte and tried to bring people to Town. He thought Town was in the best shape ever. He wanted to see opening up zoning and allowing some rentals in the R4 Zone. Schmidt opined he did not like tiny homes, but Town had done a lot of good work towards housing. No one on the STR committee thought they would solve the long-term housing problem. He was conflicted. He did not like the limitation on number of days. He was more in favor of tweaking the existing zoning. Mason summarized that he heard from Schmidt he wanted to maintain the existing zoning, but he wanted to look at B4 and B1 to consider grandfathering them in and allowing the existing STRs in the white zone to continue short-term renting. Petito identified the problem was a Town without residents. He loved the idea of people short-term renting, allowing them to stay in Town. It was important to keep voters in the Town. He would be open to allowing licenses in the white zone for primary residences, and he wanted to see a percentage cap in the green zone that could be reached through attrition.

Belkin affirmed they had the full toolbox for the white zone. Ladoulis would be comfortable re-visiting the B Zones and enforcing the current zones in the white area. He didn't like the mechanism for a quota as much as a day cap. Mason reviewed that they were looking at maintaining the existing zoning and addressing B1 and B4 Zones, at restricting to primary residents in the white zone, and at the green zone with grandfathering them in and allowing them to re-apply. He wanted to see more information on the primary residence piece. Ladoulis thought it seemed easier to address the white area and then secondly the green area, and he wanted to give clear direction concerning the white area. He was open to considering B1 and B4, but he would rather see R4 as it was. Petito suggested a year of non-use be allowed before a property would become non-conforming (in the white area). Mason asked the Council if they were agreeable to opening up to short-term renting in the B1 and B4 Zones, and no one on the Council voiced disagreement.

Next, MacDonald reminded the Council that the way the ordinance was written, a STR license was not transferable. Ladoulis had the idea that residents who were short-term renting in the white zone could be allowed to continue. Mason said they wanted to protect the existing locals, preventing them from being forced to sell. MacDonald summarized what she heard from the discussion: it was okay for existing BOLT licenses in white zones to continue indefinitely as long as the use continued at least once a year; the licenses would not be transferable; and add B1 and B4 to the green zone. Gillie cited the issue of parking in B1 and concern there was a conflict of uses. MacDonald reiterated the direction she heard was for Staff to draft a document that would add B1 and B4 to the green zone, bring back information on long-term units lost in those zones, and draft a document indicating that BOLT licenses could continue indefinitely in the white zones as long as they rented at least once per year.

Schmidt's opinion on the primary residence issue was if they put a percentage limitation in the green zone, he would want to exempt primary owners. Belkin offered a memo regarding the primary residence question. Mason clarified they wanted to know what they could do in the white zones with primary residences and what they could do in the green zones with primary residences. Gillie informed them they would have to define primary residence. MacDonald questioned the goal they were trying to achieve. Mason wanted to determine if they could use primary residence or exempt primary residence from any cap they implemented. MacDonald asked about the timing of potential ordinances. Mason wanted to deal with each issue individually, and they could be rolled into one ordinance. MacDonald said further discussion on the direction received by Staff would be on the agenda for March 6.

ADJOURNMENT

Mayor Pro Tem Mason adjourned the meeting at 8:45PM.

Roland Mason, Mayor Pro Tem

Lynelle Stanford, Town Clerk (SEAL)



Staff Report February 21, 2017

To: The Mayor and Town Council Members
Thru: Dara MacDonald
From: Bob Gillie, Building and Zoning Director
Subject: **Resolutions #5 and #6, Series 2017 – Engelmann and Ponderosa
Townhouse Plat and Party Wall Agreement approval**
Date: February 16, 2017

Summary: The approval of Townhome plats and party wall agreements by the Town Council is a requirement of the Town Code. These two townhouses were built this past summer by Jim and Greg Faust at 713/715 Red Lady Avenue (Ponderosa) and 717/719 Red Lady Avenue (Engelmann). The plat and documents have been reviewed by the Building Department and Town Attorney who have approved them as to form and content.

Recommendation: Approve Resolutions 5 and 6, Series 2017 as part of the consent agenda.

Proposed Motion for ordinance #: I move to approve the consent agenda.

RESOLUTION NO. 5

SERIES 2017

**RESOLUTIONS OF THE CRESTED BUTTE
TOWN COUNCIL APPROVING THE PLAT
AND DECLARATION AND PARTY WALL
AGREEMENT FOR ENGELMANN
TOWNHOUSES, LOTS 25 AND 26, BLOCK 64,
TOWN OF CRESTED BUTTE, COLORADO**

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

WHEREAS, Section 4.7 of the Crested Butte Town Charter provides that the Council may act, other than legislatively, by resolution;

WHEREAS, Chapter 16, Article 12 of the Crested Butte Municipal Code (the “**Code**”) contains requirements for the creation of townhouses;

WHEREAS, the Town Staff and the Town Attorney have recommended to the Town Council that the Town Council approve the creation of the Engelmann Townhouses, the applicant therefor having complied with the townhouse requirements of the Code; and

WHEREAS, based on the Town Staff and Town Attorney’s recommendation, the Town Council hereby finds that it is in the best interest of the Town and the general welfare of the public that the Town Council to approve the creation of the Engelmann Townhouses.

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

1. **Approval of Plat and Declaration; Approval of Mayor to Execute.** The Town Council hereby approves the creation of the Engelmann Townhouses, Lots 25 and 26, Block 64, Town of Crested Butte, Colorado, and in furtherance thereto, hereby approves the plat (the “**Plat**”) and declaration and party wall agreement thereof, such creation being in the best interest of the health, safety and welfare of the Town, its residents and visitors. The Mayor is hereby authorized to countersign the Plat in the form attached hereto as **Exhibit “A”** in the space provided thereon as approved by the Town Attorney.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS ___ DAY OF _____ 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"
(Engelmann Plat)

[attach Plat here]

**PLAT OF
ENGELMANN TOWNHOUSES**
LOTS 25 AND 26, BLOCK 64, TOWN OF CRESTED BUTTE
GUNNISON COUNTY, COLORADO

LOCATED WITHIN THE
SW1/4 NW1/4 SECTION 2, T14S, R86W, 6th P.M.



VICINITY MAP
SCALE: 1"=200'±

ATTORNEY'S OPINION

I, Jill T. Norris, being an attorney duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein dedicated and shown upon this plat and that title to such lands is in the dedicator free and clear of all liens, taxes and encumbrances, except as follows:

- Reservations or exceptions, or any act authorizing the issuance thereof, as created by the United States Patents recorded in Book 2S at Page 106 and in Book 45 at Page 12.
- Reservation of any and all coal, oil, gas, or other minerals described in Quit Claim Deed recorded in Book 294 at Page 537 as Reception No. 230339 together with the appurtenant rights to use the surface of the property.
- All matters as shown on the Plat of Crested Butte recorded as Reception No. 2840 1/2, map of the Town of Crested Butte recorded as Reception No. 14191 and on the plat of Town of Crested Butte recorded at Reception No. 260766.
- Any taxes, fees, assessments or charges by Notice of Ordinance in the Town of Crested Butte recorded in Book 636 at Page 145.
- Ordinance No. 12 Series 1991, recorded in Book 769 at Page 94.
- Certificate of Compliance recorded as Reception No. 571044

Dated this ____ day of _____, 20__.

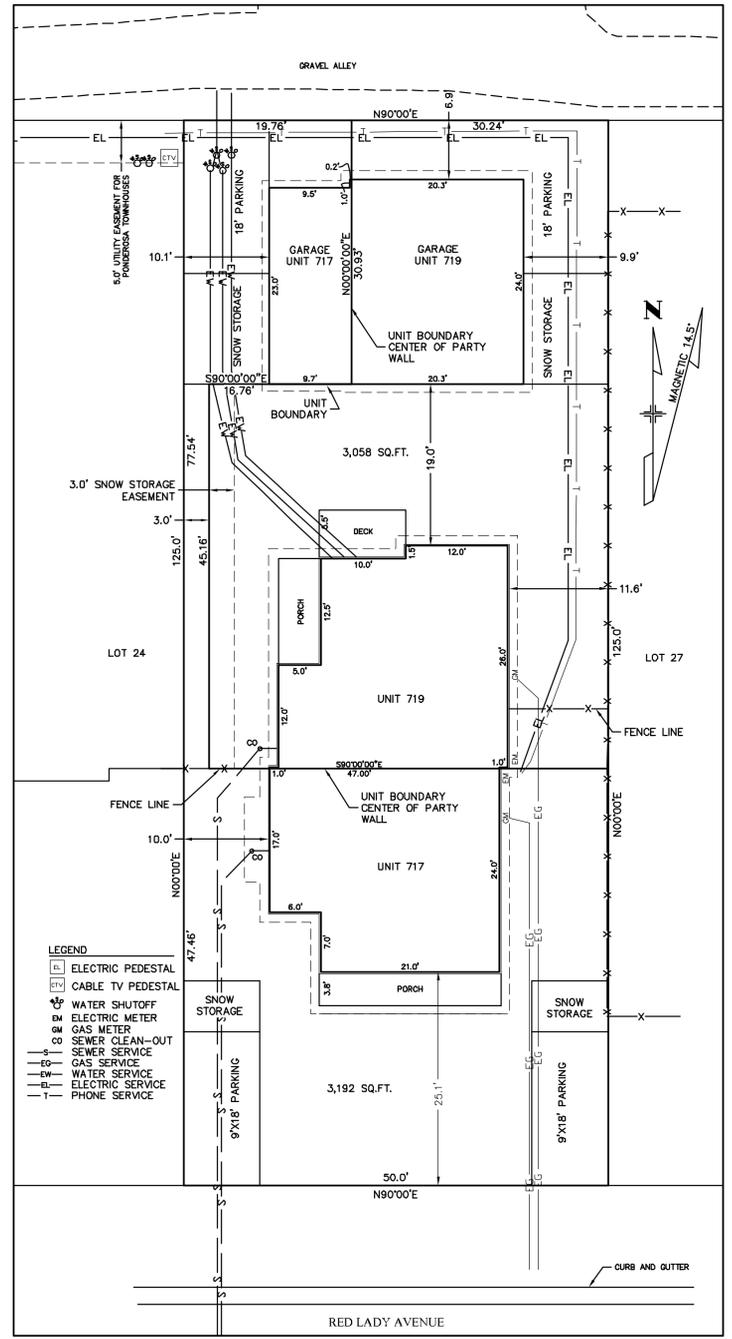
Jill T. Norris, Attorney at Law
Supreme Court Reg. No. 26464

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that this Townhouse Plat of ENGELMANN TOWNHOUSES was made by me and under my supervision and is accurate to the best of my knowledge, that the improvements as constructed conform substantially to this plat, and that this plat fully and accurately depicts the layout, measurements and location of all of the improvements on the real property, the Townhouse unit designations the dimensions of such units and the elevations of the unfinished floors and ceilings.

Dated this ____ day of _____, 2006.

Norman C. Whitehead, Colorado L.S. #27739
P.O. Box 3688
Crested Butte, CO 81224



NOTE:

- Bearings and distances are as shown on the Town Plat.
- Location based on Town Plat and Control monuments located at 3rd Street and Elk Avenue and 7th Street and Elk Avenue.
- All units are subject to a blanket utility easement as set forth in Sections VII.B and VIII.D of the Party Wall Agreement for Engelman Townhouses, recorded as Reception No. _____ of the Office of the Gunnison Clerk and Recorder.
- All utility locations are approximate and shall not be relied upon for construction. The appropriate agencies should be contacted before digging.
- According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown herein.

**ENGELMANN TOWNHOUSES
DEDICATION**

KNOW ALL PEOPLE BY THESE PRESENTS: That James Anthony Faust, being the owner of the following described real property, hereby declares and executes this Townhouse Plat of ENGELMANN TOWNHOUSES, Town of Crested Butte, County of Gunnison, State of Colorado, as follows:

a. DESCRIPTION. The property description of the real property laid out and platted ENGELMANN TOWNHOUSES shown on this Plat is: Lots 25 and 26, Block 64, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado

b. DECLARATION. The real property laid out as ENGELMANN TOWNHOUSES, Town of Crested Butte, Gunnison County, Colorado, is platted and dedicated pursuant to the terms and conditions of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND PARTY WALL AGREEMENT for ENGELMANN TOWNHOUSES dated _____, 20__ and recorded _____, 20__, as Reception No. _____ of the official records of Gunnison County, Colorado.
IN WITNESS WHEREOF, James Anthony Faust, executed this dedication this ____ day of _____, 20__.

James Anthony Faust

STATE OF COLORADO)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me on this the ____ day of _____, 20__ by James Anthony Faust.

Witness my hand and official seal.
My commission expires: _____

Notary Public

CRESTED BUTTE TOWN COUNCIL APPROVAL

The within Plat of ENGELMANN TOWNHOUSES, is approved for filing this ____ day of _____, 20__.
TOWN COUNCIL, CRESTED BUTTE, COLORADO

By: _____
Mayor

ATTEST:

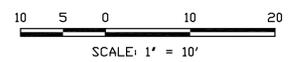
Town Clerk

**GUNNISON COUNTY CLERK AND RECORDER'S
ACCEPTANCE**

This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____.

Reception No. _____ Time _____

County Clerk



PLAT OF ENGELMANN TOWNHOUSES LOTS 25 AND 26, BLOCK 64 TOWN OF CRESTED BUTTE GUNNISON COUNTY, COLORADO	
Prepared By: NCW & Associates, Inc.	
P.O. Box 3688 (970) 349-6384	Crested Butte Colorado 81224
PROJECT: 15183.00	DWG.: TH2526
DATE: 1/24/17	SHEET 1 OF 1

RESOLUTION NO. 6

SERIES 2017

**RESOLUTIONS OF THE CRESTED BUTTE
TOWN COUNCIL APPROVING THE PLAT
AND DECLARATION AND PARTY WALL
AGREEMENT FOR PONDEROSA
TOWNHOUSES, LOTS 23 AND 24, BLOCK 64,
TOWN OF CRESTED BUTTE, COLORADO**

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

WHEREAS, Section 4.7 of the Crested Butte Town Charter provides that the Council may act, other than legislatively, by resolution;

WHEREAS, Chapter 16, Article 12 of the Crested Butte Municipal Code (the “**Code**”) contains requirements for the creation of townhouses;

WHEREAS, the Town Staff and the Town Attorney have recommended to the Town Council that the Town Council approve the creation of the Ponderosa Townhouses, the applicant therefor having complied with the townhouse requirements of the Code; and

WHEREAS, based on the Town Staff and Town Attorney’s recommendation, the Town Council hereby finds that it is in the best interest of the Town and the general welfare of the public that the Town Council to approve the creation of the Ponderosa Townhouses.

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

1. **Approval of Plat and Declaration; Approval of Mayor to Execute.** The Town Council hereby approves the creation of the Ponderosa Townhouses, Lots 23 and 24, Block 64, Town of Crested Butte, Colorado, and in furtherance thereto, hereby approves the plat (the “**Plat**”) and declaration and party wall agreement thereof, such creation being in the best interest of the health, safety and welfare of the Town, its residents and visitors. The Mayor is hereby authorized to countersign the Plat in the form attached hereto as **Exhibit “A”** in the space provided thereon as approved by the Town Attorney.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS ___ DAY OF _____ 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"
(Ponderosa Plat)

[attach Plat here]



To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Thru: Dara MacDonald, Town Manager
Subject: **Resolution 7, Series 2017- Tourism Association Marketing Partnership**
Date: February 21, 2017

The Crested Butte Creative District Commission (“CBCD”) applied for a Colorado Tourism Office (“CTO”) Grant to assist with the marketing of the Creative District. The Tourism Association (“TA”) committed a \$5,000 match for this grant. The Council approved Resolution 32, Series 2016 which allocated \$10,000 from the CBCD budget as a match for this grant. Unfortunately, the Creative District did not receive this grant. There were 2 other applications from the Gunnison Valley for the CTO grant this year and the airport marketing campaign received funding.

After receiving this unfortunate news, the TA remained committed to providing the Commission with \$5,000 in matching funds for a regional marketing effort. The CBCD with assistance from the TA developed a new marketing strategy for the district. The CBCD is requesting that \$5,000 of Creative District funds be used towards this marketing effort. This \$5,000 is coming from the original \$10,000 that was to be used for the match for the CTO grant. The marketing strategy developed by the TA and CBCD is attached to this staff report.

Since this expenditure is over \$2,500, the Council must authorize this expenditure for the marketing partnership with the TA.

Recommendation:

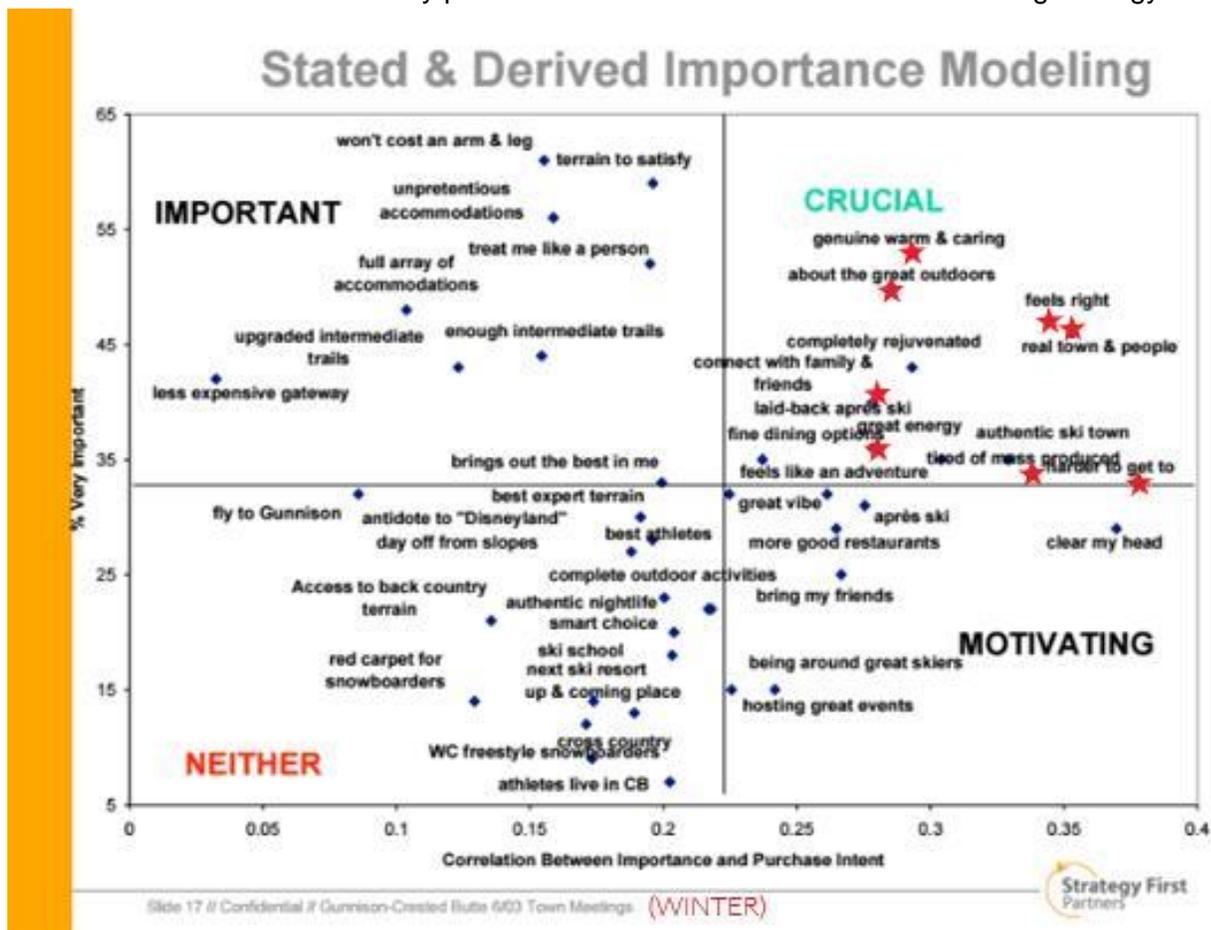
Town Staff recommends the Town Council approve Resolution 7, Series 2017 approving the Creative District marketing partnership with the TA in an amount not to exceed \$5,000.

We are building this marketing strategy on the existing Gunnison-Crested Butte brand as described in the 2003 branding study commissioned at the founding of the GCBTA. The full study can be found [here](https://drive.google.com/file/d/0B6GXM4W3j-OpZjhpQjRfNTRQdms/view). <https://drive.google.com/file/d/0B6GXM4W3j-OpZjhpQjRfNTRQdms/view>.

Briefly, the methodology used to develop the brand involved asking a group of Gunnison Valley locals why they believed visitors came here. Then those responses were used as “brand architecture building blocks” to conduct a series of interviews with visitors to identify the reasons that visitors decide to visit the Gunnison Valley.

Those building blocks are graphed on the charts below based on how “important” and “motivating” the building blocks are. “Important” factors are basic barrier of entry building blocks. They are important to guests, but don’t actually influence the decision to choose our destination over another. The sweet spot is to be as far up and to the right as possible in the “crucial box” as those are the building blocks that are both highly important and highly motivating.

We have starred some of the key points that are relevant to the CBCD marketing strategy.



Making craft food and beverage a prominent part of our marketing could also be advantageous in bringing visitors to the District.

Finally, we see that our visitors appreciate us, and more importantly **choose us**, because we are a laid back, relaxed, chill, real, authentic place.

We have opportunities, in marketing, public art, and funded projects to deliberately cross outdoor opportunities with art (Music Festival, Fairy House Trail, Art on the Woods Walk, Facebook Campaigns, etc.). And with “Dining” as well (Wine and Food Festival, Culinary Classes, Wildflower Festival Culinary, etc.)

Potential tagline: “Gratitude for our Altitude.” See Sooner’s drawings.

In thinking about our audience that we have discussed (28-60), it’s too broad of an age range to reach all of them with all parts of our marketing. What appeals to the older demographic with higher Household Income (HHI) may not appeal to our younger demographic with a lower HHI. We have broken the audience into two chunks: the 28-39 age range and the 40-60 age range.

Age	40-60	28-39
Geographic Target	Front Range (Colorado Springs, Boulder, Denver) Grand Junction (?)	Front Range (Colorado Springs, Boulder, Denver) Grand Junction (?)
HHI	\$100k+	\$50k+
Gender	Female	Female
Family Status	Married with kids/grandkids	Dual-Income, No Kids (DINKS)
Interests	Art, Film, Music, Food, Outdoors	Music, Food, Outdoors, Film, Art
Emotions	Laid back, chill, relaxed	Laid back, chill, relaxed

Based on our limited budget, we suggest a focus on content development (what the CD posts and puts out via our website), electronic marketing, social media, and influencer cultivation. We propose the following breakdown, but would like to request buy-in from the Commission at this month’s meeting before presenting a more complete plan at the March Commission meeting. *Preliminary budget numbers are listed in italics, but will be adjusted prior to the Commission vote.*

FAMS (Familiarization Trips):

- Recruit travel bloggers from the front range with large readerships in our targets and an understanding of our brand. Coordinate with GCBTA on selecting these influencers.
- Pay for their lodging and some meals with the expectation that they will cover their trips.
- *Budget \$1,000 for FAM trips.*

CONTENT GENERATED BY CD:

- Search Engine Optimized Content written by local creatives. The Marketing and Branding subcommittee will develop a content schedule and then request article submissions from local writers. Preliminary ideas for stories include:
 - Film Festival
 - Metalworking
 - Painting
 - Rum Distillery
 - etc.
- Hashtag campaign?
- *Budget approximately \$1,000-\$1,500 to pay writers for articles.*

PAID:

- Possible direct digital buys with websites, such as 5280 and Trip Advisor.
- Paid advertising via Facebook and Instagram to feature events in the Creative district and drive website traffic to our content.
- *Budget approximately \$7,500-\$8,000.*

Total budget: \$10,000.

This plan is a sniper vs. a shotgun plan. We could just spend our entire budget on a single full-page print ad in 5280 and reach a lot of people in Denver. But what percentage of their readers are our exact target audience? Probably not a very large one.

By using a more targeted, content-driven approach, we have the ability to reach our two distinct demographics (40 - 60 AND 28 - 39) and reach multiple regions (not just Denver). It allows us to be even more targeted and hone in on our audience and their specific interests. Also, if the new website comes in lower in cost than anticipated, it is easy to add additional funding to this plan and increase its scope.

IN ADDITION, this plan puts local creatives to work!

It also has a better ability to communicate the AUTHENTIC nature of our district that we are trying to communicate (see TA).

RESOLUTION NO. 7

SERIES 201

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE CREATIVE DISTRICT MARKETING PARTNERSHIP WITH THE GUNNISON CRESTED BUTTE TOURISM ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$5000.00

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

WHEREAS, the Town was designated a Certified Colorado Creative District in 2016;

WHEREAS, the Gunnison Crested Butte Tourism Association ("**TA**") is partnering with the Town to market the Crested Butte Creative District;

WHEREAS, the Crested Butte Creative District Commission ("**CBCD**") and TA have developed a marketing strategy; and

WHEREAS, the CBCD requests to appropriate \$5,000.00 of Creative District funds towards a matching partnership for regional marketing efforts of the Crested Butte Creative District.

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

1. **Findings; Application; Direction**. In addition to the findings set forth in the recitals above, which such findings shall be deemed material terms hereof, the Town Council hereby directs the Town staff to work with the TA to provide matching funds for a regional marketing effort and hereby appropriates the Town's share of matching funds in an amount not to exceed \$5,000.00 from the Town's 2017 General Fund, for the Creative District Commission use in support of marketing for the Crested Butte Creative District, all of such actions being in the best interest of the health and welfare of the Town, its residents and visitors.

2. **Authorization of Town Manager**. The Town Council hereby authorizes the Town Manager to enter into any and all agreements as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

RESOLUTION NO. 08

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE STATE OF COLORADO FOR THE CRESTED BUTTE WASTEWATER PLANT UPGRADES

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, Colorado Revised Statutes §29-1-201 et. seq. and other applicable law authorize local governments to cooperate and contract with other units of government to make the most efficient and effective use of their powers and responsibilities;

WHEREAS, the State of Colorado, Department of Local Affairs (DOLA) has awarded grant funds in the amount of \$400,000 to be provided under DOLA’s Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town’s wastewater treatment program;

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte for the Town to execute an agreement to utilize grant funds from DOLA under DOLA’s Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town’s wastewater treatment program.

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

1. **Findings.** The Town Council hereby finds that it is in the best interest of the Town to accept DOLA grant funds from DOLA’s Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town’s wastewater treatment program.

2. **Authorization of the Mayor.** Based on the foregoing findings, the Mayor is hereby authorized to execute the agreement for grant funding from DOLA’s Energy and Mineral Impact program for the reasons stated above.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 21ST DAY OF FEBRUARY, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

TOWN OF CRESTED BUTTE

Summary

Award Amount: \$400,000.00

Identification #s:

Encumbrance #: F17S8313 *(DOLA's primary identification #)*
Contract Management System #: 97559 *(State of Colorado's tracking #)*

Project Information:

Project/Award Number: EIAF 8313
Project Name: Crested Butte Wastewater Plant Upgrades
Performance Period: Start Date: _____ End Date: 3/31/2019
Brief Description of Project / Assistance: The Project consists of constructing upgrades to the Town of Crested Butte's wastewater treatment plant.

Program & Funding Information:

Program Name Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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EXHIBIT A – RESERVED.

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – RESERVED.

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM I – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF CRESTED BUTTE** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below)*:

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit B (Scope of Project)
- ii. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit B**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **March 31, 2019** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$400,000.00 (FOUR HUNDRED THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments, the State will provide written notice to Grantee in a form substantially equivalent to Exhibit G (“Option Letter”). If exercised, the provisions of the Option Letter shall become part of, and be incorporated into, this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds]

Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or

- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify

Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit B**, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the

State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Glenn Michel, Mayor
Town of Crested Butte
PO Box 39
Crested Butte, Colorado 81224
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation

and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

If either the State or the Grantee desire to modify the terms of this Grant to either increase or decrease total awarded funds, make budget line item adjustments to Grant Funds, and/or change the performance period or term of the Grant, this may be achieved unilaterally by DOLA through an Option Letter (**Exhibit G**). Except as otherwise provided in this Grant, no modification shall be effective unless agreed to in writing by the Parties in an amendment, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies. Changes to the Grant shall be authorized for approval by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA, or his delegee, shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those

provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the main body of this Grant (excluding the cover page)
- iii. Any executed Option Letters
- iv. Exhibit B (Scope of Project)
- v. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF CRESTED BUTTE</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Stacy Romero, State Grants Manager</p> <p>Date: _____</p>
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ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____



To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Subject: **Peanut Lake Monitoring Grant Letter of Support**
Date: February 21, 2017

Background:

The Crested Butte Land Trust is requesting a letter of support from the Town for a grant from the Upper Gunnison River Water Conservancy District for funding assistance for the monitoring of Peanut Lake. The Land Trust has received past grant funding to prevent a breach of the lake into the Slate River. This funding would assist with the monitoring of the work that was recently completed.

Recommendation:

Staff recommends Town Council authorizes the mayor to sign a letter of support for the Peanut Lake monitoring grant.

February 21, 2017

Upper Gunnison River Water Conservancy District
210 W. Spencer Avenue, Suite B
Gunnison, CO, 81230

RE: Funding Assistance Program, 2017: Peanut Lake Restoration Project

To Whom It May Concern,

As the conservation easement holder for the Peanut Lake parcel, the Town of Crested Butte (“Town”) strongly supports the Crested Butte Land Trust’s (“Land Trust”) grant application to secure funding for monitoring at the Peanut Lake restoration site. The Town has partnered with the Land Trust on the preservation of more than 1,000 acres in the Crested Butte region, with a focus on habitat conservation and recreation. The Land Trust and the Town mutually recognize the importance of Peanut Lake and the surrounding land for visitors and residents of this community. Please strongly consider this grant request to monitor the success of an important restoration project that enhances the Town and Land Trust’s common goal of conservation.

Protecting the lake against a breach also preserves a beautiful location for quality recreation and sightseeing near Crested Butte. The lake provides a destination close to Town for recreationists; and has become a landscape landmark in this community. Recreation and tourism are integral components of a small town economy, and unique places like Peanut Lake and the Slate River are crucial for supporting mountain lifestyles. The restored wetlands will also continue to provide quality habitat for wildlife, something visitors and residents enjoy seeing in their backyards.

The community was very supportive of the Land Trust’s effort to prevent a breach of Peanut Lake, and to restore a section of wetlands along the Slate River. As the Land Trust continues to ensure the success of this project, please consider funding support for this ongoing effort. Monitoring is often a less appealing phase of a project to fund, however, it will be extremely important to ensure the work of the construction phase is continuing to protect against a breach and improve habitat conditions along the Slate River.

Sincerely,

Glenn Michel
Mayor of the Town of Crested Butte



Staff Report

February 21, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Proclamation declaring Crested Butte as an open and inclusive community

Summary: During the February 6, 2017 Council meeting staff was directed to draft a proclamation affirming Crested Butte's commitment to remaining an open and welcoming community.

Discussion: The attached proclamation has been reviewed by senior staff and legal counsel to ensure it is consistent with the municipal code and current practices.

Proposed Motion: Motion to approve the Proclamation Declaring Crested Butte as an Open and Inclusive Community as part of the Consent Agenda.

**PROCLAMATION
DECLARING CRESTED BUTTE AS AN
OPEN AND INCLUSIVE COMMUNITY**

WHEREAS, Crested Butte strives to create community and purposefully welcomes all persons;

WHEREAS, we do this without regard to adherence to any religious belief, creed or national origin;

WHEREAS, we value and celebrate the diversity of humanity, a diversity which includes differences in sex, age, race, cultural identity, national origin, religion, range of abilities, sexual orientation, gender identity, financial means, education, and political perspective;

WHEREAS, we wish to reaffirm the value that this diversity brings to our community and the commitment to be accepting of all residents and visitors;

WHEREAS, we strive to embody what we hope to see in the world—a just, tolerant community in which people are free to be themselves fully and without fear;

WHEREAS, these beliefs and practices apply to all of the activities of our Town and they inform all of our decisions;

WHEREAS, the Town commits to structuring our policies and practices in ways that empower and enhance everyone’s equal treatment, participation, and security in the community;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, HEREBY ACKNOWLEDGES THE IMPORTANCE OF INCLUSION TO THE STRENGTH OF OUR COMMUNITY WITH SINCERE ENTHUSIASM AND SUPPORT BY PROCLAIMING:

CRESTED BUTTE AN OPEN AND INCLUSIVE COMMUNITY.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE ON THE 21st DAY OF FEBRUARY 2017.

Town of Crested Butte, Colorado

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report February 21, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Molly Minneman, Design Review and Historic Preservation Coordinator

Subject: Ordinance No. 2, Series 2017, Amending Chapter 18, Article 8 of the Town of Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances

SUMMARY

The Board of Zoning and Architectural Review (BOZAR) made a recommendation to the Town Council in support of changes to a portion of the Sign Code at the November 30, 2016 BOZAR meeting. The code change affects Section 16-8-40 (c) and (d) adding provisions for additional 'projecting signs' under certain circumstances in the business and commercial districts.

BACKGROUND

The Building Department received a sign application by a business owner in the Grubstake building located at 229 Elk Avenue who requested a second projecting sign on the building. The sign code allows for one projecting sign on a building, but not two signs. The sign permit was reviewed by the BOZAR Chair and Building Inspector, and was not approved. The applicant appealed the Building Inspector's decision to the BOZAR. The BOZAR considered the matter and upheld the staff decision based upon the language in the sign code that does not allow two projecting signs on the building. The BOZAR then said they were interested in studying the signage in the business district for the purpose of increasing the opportunity for additional projecting signs.

DISCUSSION

The code generally provides for one projecting sign per building. Signs often project over the sidewalk or a public way, on a bracket. The BOZAR studied the variety of business signage and

their locations along the Elk Avenue streetscape. They determined that additional projecting signs could create a visual clutter. The Board advised a method to maintain visual cohesion for additional signage under the following conditions:

- Placement of signs should be immediately above the doorway, or adjacent to a door or stair case entrance that services the business to which it refers.
- Only one projecting sign per business.
- Ensure that fifteen (15) or more feet exist between another projecting sign on the same property.
- Ensure that any new projecting sign does not obscure that of an existing sign.

The Council reviewed matter at the February 6, 2017 meeting and set review of the ordinance at a public hearing on February 21st.

RECOMMENDATION

Make a motion to approve Ordinance No 2, Series 2017 amending Chapter 18, Article 8 of the Town of Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances.

ORDINANCE NO. 2

SERIES 2017

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 18, ARTICLE 8 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE ALLOWANCES FOR ADDITIONAL SIGNAGE IN THE BUSINESS AND COMMERCIAL ZONE DISTRICTS UNDER CERTAIN CIRCUMSTANCES

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

WHEREAS, the Crested Butte Municipal Code (the “**Code**”) contains regulations relative to the placement of signage;

WHEREAS, such sign regulations limit the placement of projecting signs to one such projecting sign location per building;

WHEREAS, the Crested Butte Board of Zoning and Architectural Review (the “**Board**”), upon recommendation from Town staff, and after studying the issue, found at its November 30, 2016 meeting that more than one projecting sign should be permitted on buildings where certain conditions are satisfied;

WHEREAS, having considered the Board’s findings that more than one projecting sign should be permitted on buildings where certain conditions are satisfied, the Town Council finds that the below amendments to the Code will better serve the Town, property owners and business patrons by allowing more than one projecting sign per building where certain conditions are satisfied; and

WHEREAS, the Town Council finds that amending the Code as set forth below, for the reasons stated above, is in the best interest of the health, safety and general welfare of the residents and visitors of Crested Butte.

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

Section 1. Amending Section 16-18-40. Subsections (c) and (d) of Section 16-18-40 of the Code are hereby deleted in their entirety and replaced with the following new Subsection (c) which shall read as follows, with the following Subsection in the Code renumbered accordingly:

“(c) Projecting signs shall be permitted provided that the following conditions are satisfied:

- (1) Projecting signs are placed immediately above or adjacent to a door or staircase entrance that services the business to which it refers.
- (2) Only one projecting sign location is permitted per business.
- (3) No other projecting sign location is permitted within fifteen (15) feet or another projecting sign location on the same property.
- (4) No projecting sign shall obscure the visibility of another projecting sign.

The top of all projecting signs, in the case of directory signs, shall not be higher than the ridge line or parapet wall of the building to which it is attached but in any event no higher than twelve (12) feet above grade. The bottom of all projecting signs shall be a minimum of eight (8) feet above grade when located adjacent to or projecting over a pedestrian way. Projecting signs shall not extend more than four (4) feet from a building wall or the plane of a building wall. No sign shall project into any portion of a street or alley used for vehicular traffic, nor shall any overhead sign project from any building beyond the dividing line of a sidewalk and vehicular portion of a street. Projecting signs may contain the same information on both sides, and both sides shall be counted against allowable square footage calculations.”

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report February 21, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: Amendment to Parking Regulations – Ordinance #3, Series 2017
Date: February 14, 2017

Summary: In reaction to proposals by proponents, the BOZAR considered several changes to the parking section of the zoning code (Sections 16-16-30 f and a new section 16-16-100). The Town Planner, Michael Yerman also wished to clarify a portion of the ROAH ordinance as part of this ordinance. After discussion the Board at its January 31, 2017 recommended that Ordinance #3 be forwarded for consideration by the Council with a recommendation to approve.

Discussion:

Sections 1 and 3 – These sections deal with the proposal by the Crested Butte Hotel located in Blocks 1 and 12 to utilize a Mechanical Lift Parking System to partially satisfy their parking requirement. This type of system parks cars both vertically over one another and horizontally in front of each other to achieve space efficiencies in parking cars (see attachment). The Board heard a presentation by the manufacturer in December explaining the system. This type of parking system only works when administered by trained personnel, aka valets. Because of this the ordinance limits the consideration of this type of system to uses that would typically have this type of service such as hotels, motels, condo hotels and time shares (16-16-90 a ,b, c). The Board also questioned the reliability and maintenance of these systems and has added conditions to assure their viability over time (16-16-90 c, f). The Board also requested that they be able to consider the systems in the context of its location and added approval of structures (16-16-90 d) and the conditional use criteria which will allow them to consider such items as noise, vibration, traffic hazards, etc. (16-16-90 f).

Because the system does not require that car doors be opened in the enclosure and anticipates that stacked parking, as normally contemplated in the parking regulations, be violated, the ordinance allows the Board to waive the parking size requirements above a certain number of cars parked and allows the stacked parking limitations be waived.

Section 2 – Back in the 90’s a code section (16-16-30 f) was added to the regulations to allow properties in the B3 zone district to satisfy part of their parking requirement by entering into a revocable easement agreement with the Town to utilize a portion of private property to create head in parking where the dimensions on public property would only accommodate parallel parking thus doubling the amount of parking on the street frontage. The only place this has been used to this point is at 4th and Elk to the west of the Benson/Sothebys. A parking space is 9 x 18 or 162 square feet. The private property owner is credited for only the private property encumbered for parking as a proportion of 162 square feet. For example if 27 square feet is donated then they receive .16 of a parking space credit (27/162). The parking would become public parking not restricted to the adjacent use. The revocable easement can only be amended by agreement of both parties.

This section is in reaction to a request by the Oh-be-joyful church to expand their sanctuary to accommodate more seating. Please see the attached diagram to demonstrate what we are talking about. The non-shaded portion adjacent to the building would be the portion where this might apply. In order to consider this the T district would have to be added to 16-16-30 f which is what Section 2 does. In the T district this amendment may also come into play on the Clark’s Market expansion.

Section 4 – This section is to address how to deal with the job generation rate in the Resident Occupied Affordable Housing requirements for parking square footage. Section 16-21-30 (b) lists those types of development activities where ROAH requirements do not apply. The ROAH requirements for hotel/motel/STRAs are calculated by the number of rooms not by square footage. Because of this the square footage of parking is not relevant. This section adds parking and space utilized to access the parking to the list as exempt from calculating the ROAH requirement.

Staff Recommendation:

The staff recommends that Ordinance #3, Series 2017 be set for public hearing at the March 6, 2017 Council meeting.

Potential Motion:

I move that Ordinance #3, Series 2017 be set for public hearing at the March 6, 2017 regular Council meeting.

ORDINANCE NO. 3

SERIES 2017

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 16, ARTICLES 16 AND 21 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE REQUIREMENTS FOR MECHANICAL PARKING LIFT SYSTEMS, TO CREDIT THE USE OF PRIVATE PROPERTY FOR PUBLIC PARKING IN THE “T” TOURIST ZONE DISTRICT AND TO EXEMPT PARKING SQUARE FOOTAGE AND ACCESS TO SUCH PARKING FROM RESIDENT OCCUPIED AFFORDABLE HOUSING REQUIREMENTS

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

WHEREAS, pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23, and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations;

WHEREAS, on January 31, 2017, the Crested Butte Board of Zoning and Architectural Review (the “**Board**”) reviewed proposed amendments to the Crested Butte Municipal Code (the “**Code**”) regarding allowing the installation and operation of mechanical parking lift systems on certain properties when certain conditions are satisfied and expanding the provisions of Section 16-16-30(f) to include the “T” Tourist Zone District;

WHEREAS, the Board found that given the acute parking needs in Crested Butte, it is appropriate to consider new parking regulation to better utilize the limited space within Crested Butte, and that mechanical parking lift systems may be appropriate to better utilize the square footage on a building site and maximize the parking provided certain conditions are met and that allowing private property to be combined with public property to better utilize space for parking can be achieved and that it is appropriate in certain zones to allow this and that it is appropriate to credit the private property owner with a parking credit proportional to the amount of private property encumbered;

WHEREAS, because parking square footage and access to such parking was previously accounted for in the Resident Occupied Affordable Housing (ROAH) job generation calculations for Hotel, Lodges, Motels and Short Term Residential Accommodation uses in the Code, it is appropriate to exempt this square footage from the ROAH requirements; and

WHEREAS, the Town Council has discussed and considered the Board’s recommendations and hereby finds that allowing mechanical parking lifts systems and the

combination of private with public property is in the best interest of the health, safety and welfare of the Crested Butte, its residents and visitors alike.

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

Section 1. **Adding a New Defined Term to Section 16-1-20.** Section 16-1-20 of the Code is hereby amended to include the following new defined term:

“Mechanical lift parking system means a parking system by which an automobile is parked vertically above another automobile and is lifted and lowered by mechanical means.”

Section 2. **Amending Section 16-16-30(f).** Section 16-16-30(f) of the Code is hereby deleted in its entirety and replaced with the following new subsection (f) that shall read as follows:

“Sec. 16-16-30 Special off-street parking requirements.

“(f) In the ”B3” Business District and “T” Tourist District, off-street parking requirements may be satisfied”

Section 3. **Adding a New Section 16-16-100.** A new Section 16-16-100 is added to the Code and shall read as follows:

“Sec. 16-16-100 Mechanical Lift Parking System Requirements.

(1) Mechanical lift parking systems may be approved at the discretion of the Board if it finds the following conditions are met:

- (a) The system is only associated with a hotel, lodge, motel or short-term residential accommodation use.
- (b) The system is managed and operated by trained persons.
- (c) The system is manufactured and maintained by licensed and certified vendors.
- (d) The system is housed inside an enclosed space and the Board has approved the architectural appropriateness of any structure associated with the enclosure if said structure is located above ground.
- (e) The system will provide the required parking supplied by the system over the life of the use it is associated with.
- (f) The Board must find that the system complies with the criteria for conditional uses found in section 16-8-30

(2) If the mechanical lift parking system is provide parking for in excess of 20 vehicles, the Board at its discretion, may allow the dimensions outlined in Section 16-16-10(a) to be reduced to a minimum of 8 feet in width, 16 feet in length and 6 feet in height for stacked units in excess of the 20 spaces.

(3) The Board may waive the requirements of Section 16-16-10(d) for mechanical lift parking systems associated with the approved uses operated by valets.”

Section 4. Adding a New Subsection (6) to Section 16-21-30(b). Section 16-21-30(b) of the Code is hereby amended to add a new subsection (6) thereto that shall read as follows:

“(6) Floor areas for drive aisles, access ramps and parking spaces in approved underground parking areas for nonresidential or lodging uses.”

Section 5. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 6. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

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

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

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Date: July 15, 2016

Mr. Bob Gillie
Town of Crested Butte
507 Maroon Ave
Crested Butte, CO 81224

(PH): 970-349-5338

Project: 6th Street Station (The Crested Butte Hotel)

Dear Mr. Gillie,

It is with great pleasure that we are formally submitting the attached drawing set and supporting information to start the BOZAR (DRC) review process for The Crested Butte Hotel project. We are excited by this opportunity and look forward to hearing BOZAR's comments.

I have attached (1) set of 24x36 drawings that outline our proposed development, as well as an FAR Overview spreadsheet (attached) and a Program Overview spreadsheet (attached). We have also attached a copy of the proposed parking technology specifications for your review. We have set up a digital copy of all the supplied information to BOZAR to access via a Drop Box Link.

We are submitting this project under the "B-2 Business" zoning regulations. We understand this is preliminary in its nature and will continue to furnish all of the materials required for the Formal BOZAR Submittal as we move the project forward.

During this review process will be requesting that the entire BOZAR Board take part in the DRC Meetings in order to build consensus and to facilitate orderly / timely decision making efforts, due to the size and scope of this project.

We will be happy to supply additional information as comments and request are made to help facilitate this endeavor.

I would like to thank you for your time in review of this submittal. Please let me know how many hard copies and the size (24 x 36 or 11 x 17) we need to provide for the first review meeting.

Please let me know if there are any questions in the meantime.

Respectfully,

A handwritten signature in black ink, appearing to read "Gary Hartman", written over a horizontal dashed line.

Gary Hartman, AIA
Principal

cc: Bruce MacIntire
File



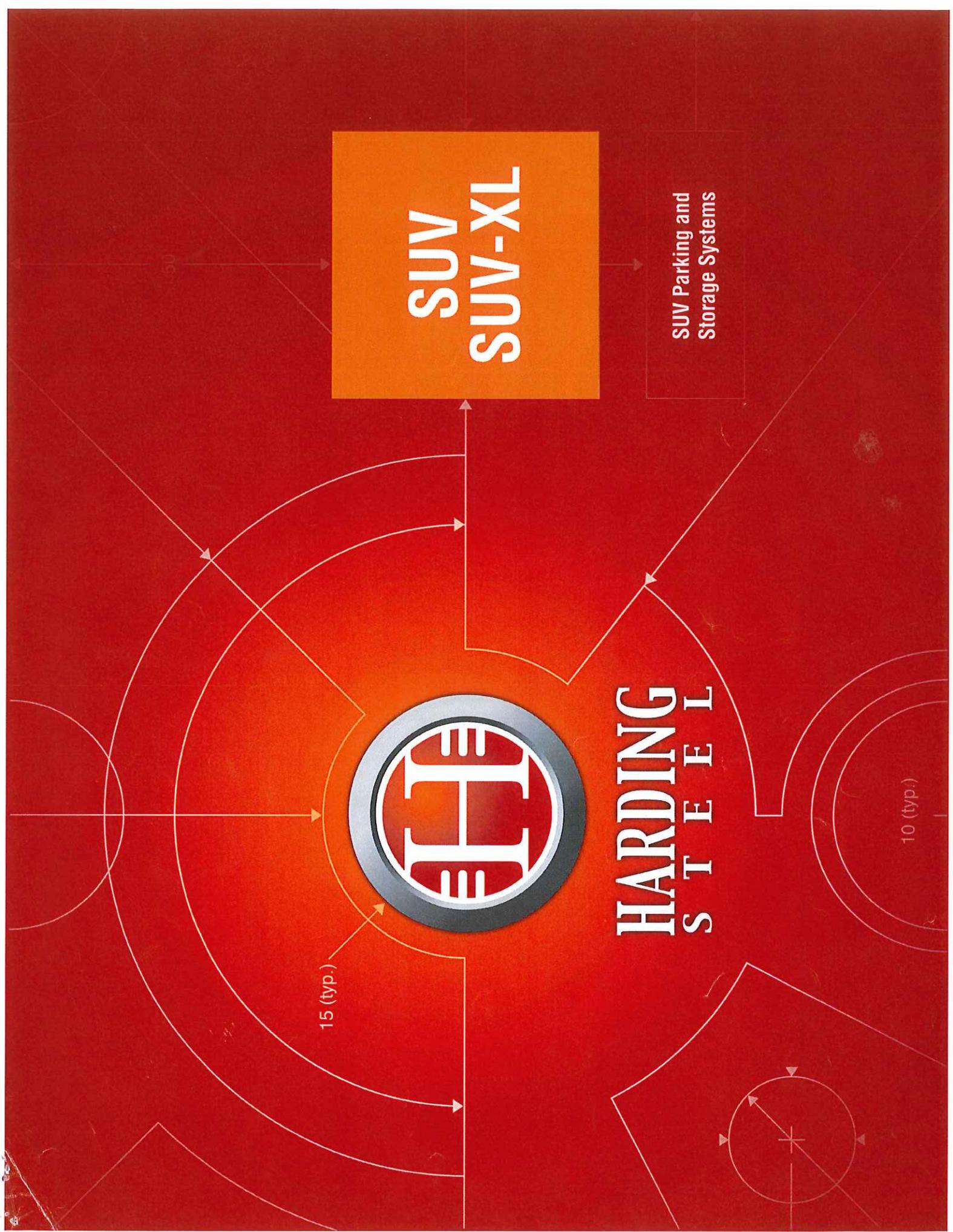
**HARDING
S T E E L**

15 (typ.)

10 (typ.)

**SUV
SUV-XL**

**SUV Parking and
Storage Systems**



SUV SUV-XL

The Harding Steel SUV-Lift is the most popular product in the American parking lift industry. This innovative machine is designed to accommodate an expansive array of vehicles including SUVs, crossovers, sedans, collector cars, and exotic vehicles. Harding Steel's SUV and SUV-XL models are the only lifts to feature 100% hot-dipped, galvanized steel construction with dual-hydraulic lifting cylinders and steel-on-steel safety locks.

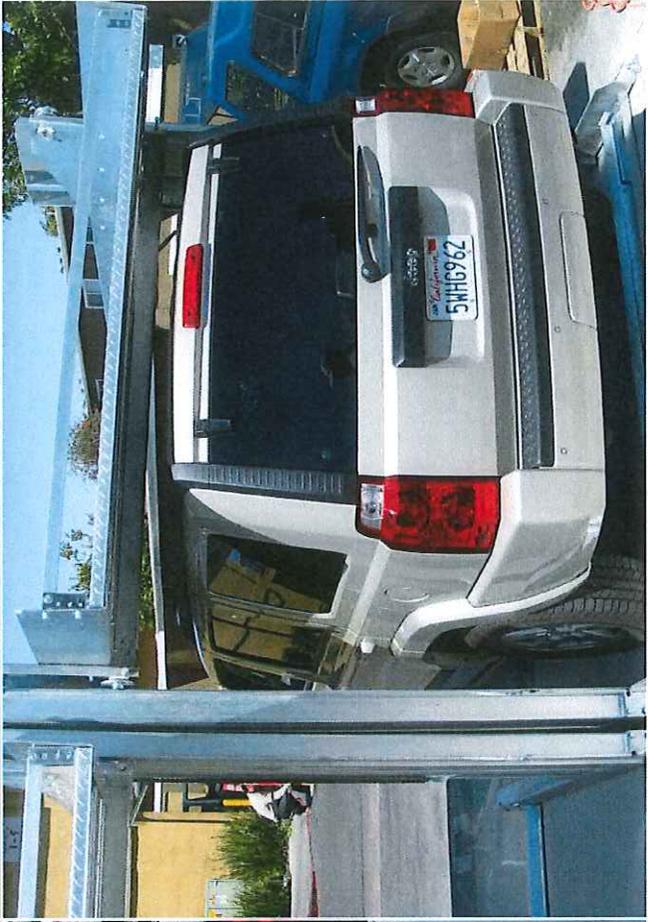
Our SUV-lift models comprise 80% of our total sales and installations. Harding Steel specifically designed these models with the needs of real estate developers, architects, engineers, automotive dealers, and commercial parking operators in mind. We can install the SUV lift on a standard 8' parking space, and accommodate most cars and light trucks on the market today. These lifts operate in both outdoor and indoor locations are particularly well suited for high-humidity or damp locations.

Harding Steel's newest product is the SUV-XL, six inches wider and longer than our standard SUV-lift. The SUV-XL is ideal where parking regulations require spaces to be 8'6" wide, or for self-parking applications where the extra width and length provides easier parking and maneuverability. The new SUV-XL will accommodate larger trucks such, as the new Toyota Tundra, in the lower space. High performance cars and racing vehicles with wide wheel bases fit beautifully on the extra wide steel platform of the SUV XL.

Both SUV models can be configured for drive-through and tandem parking applications. Our SUV-lifts can be utilized in areas where ceiling clearances are as low as 10'6".



SUV



SUV

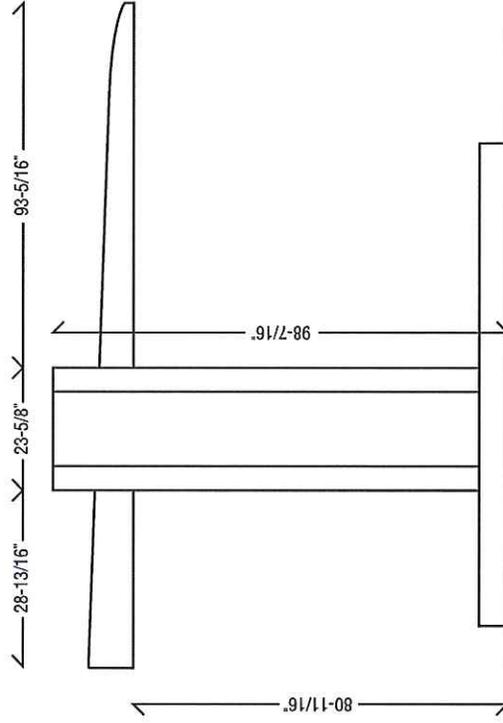
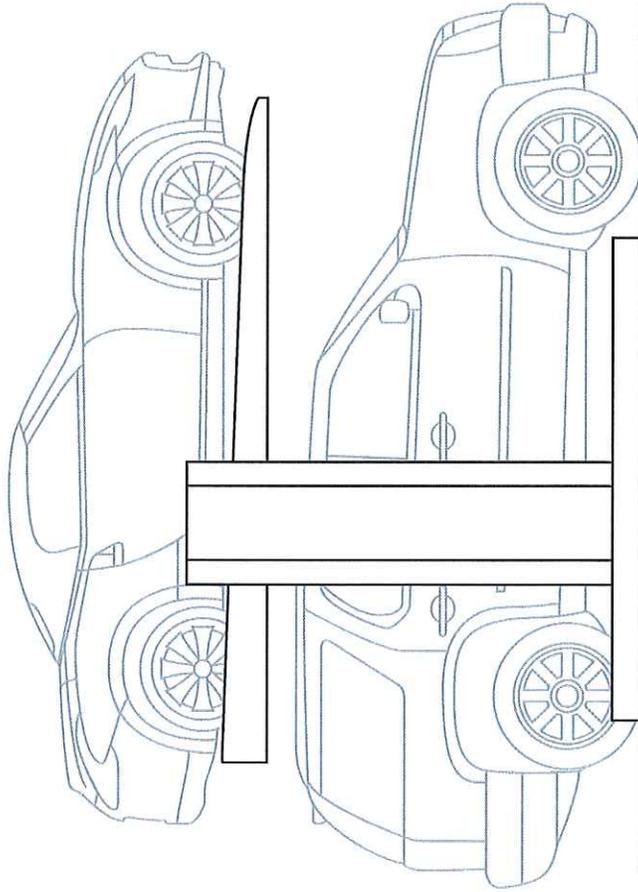
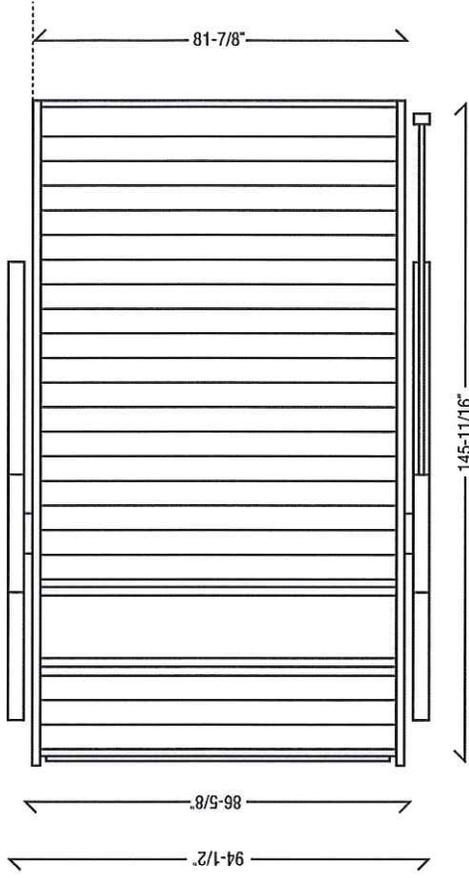


FIG. 1

SUV-XL

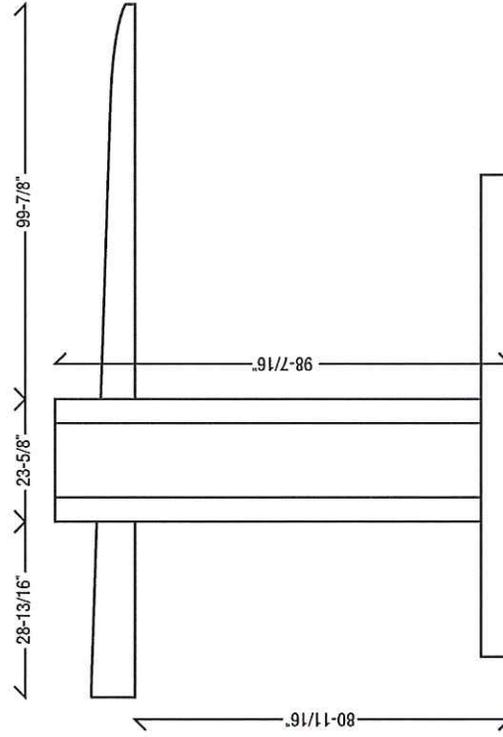
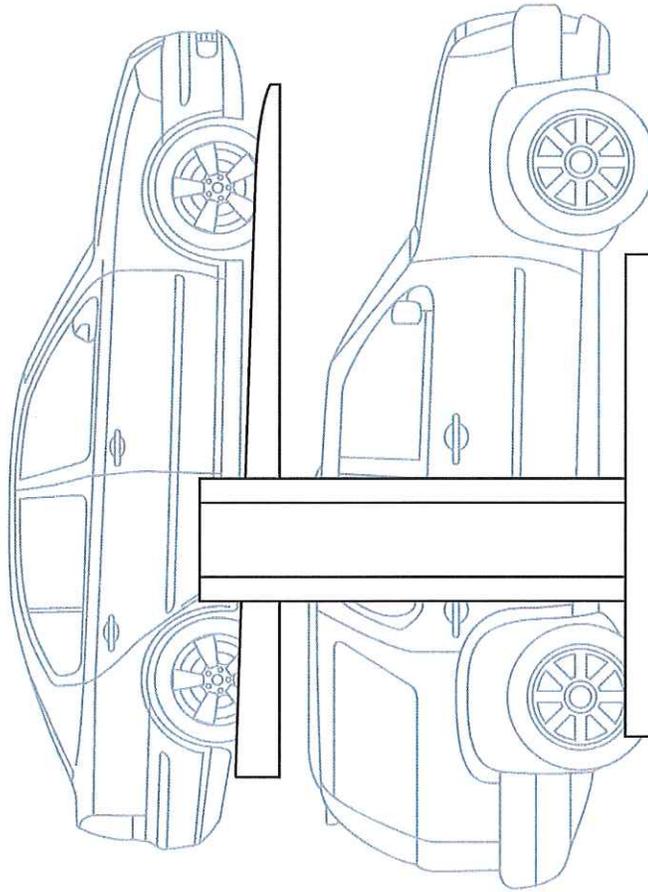
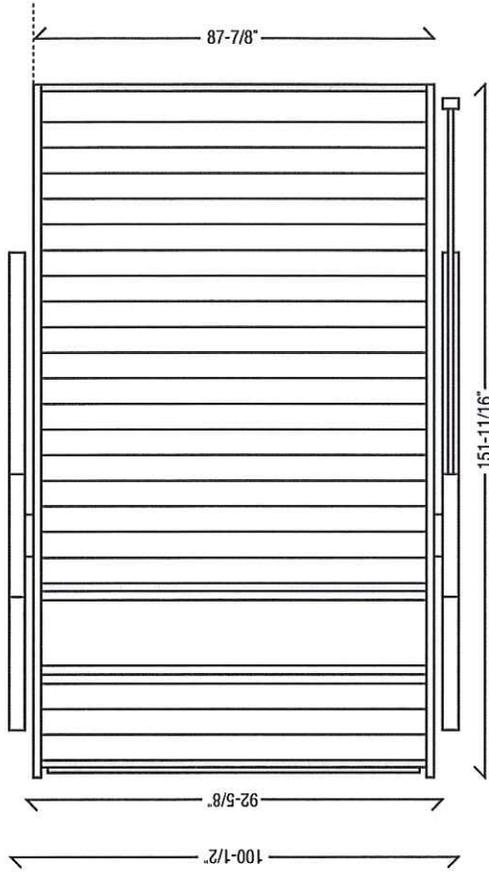


FIG. 2

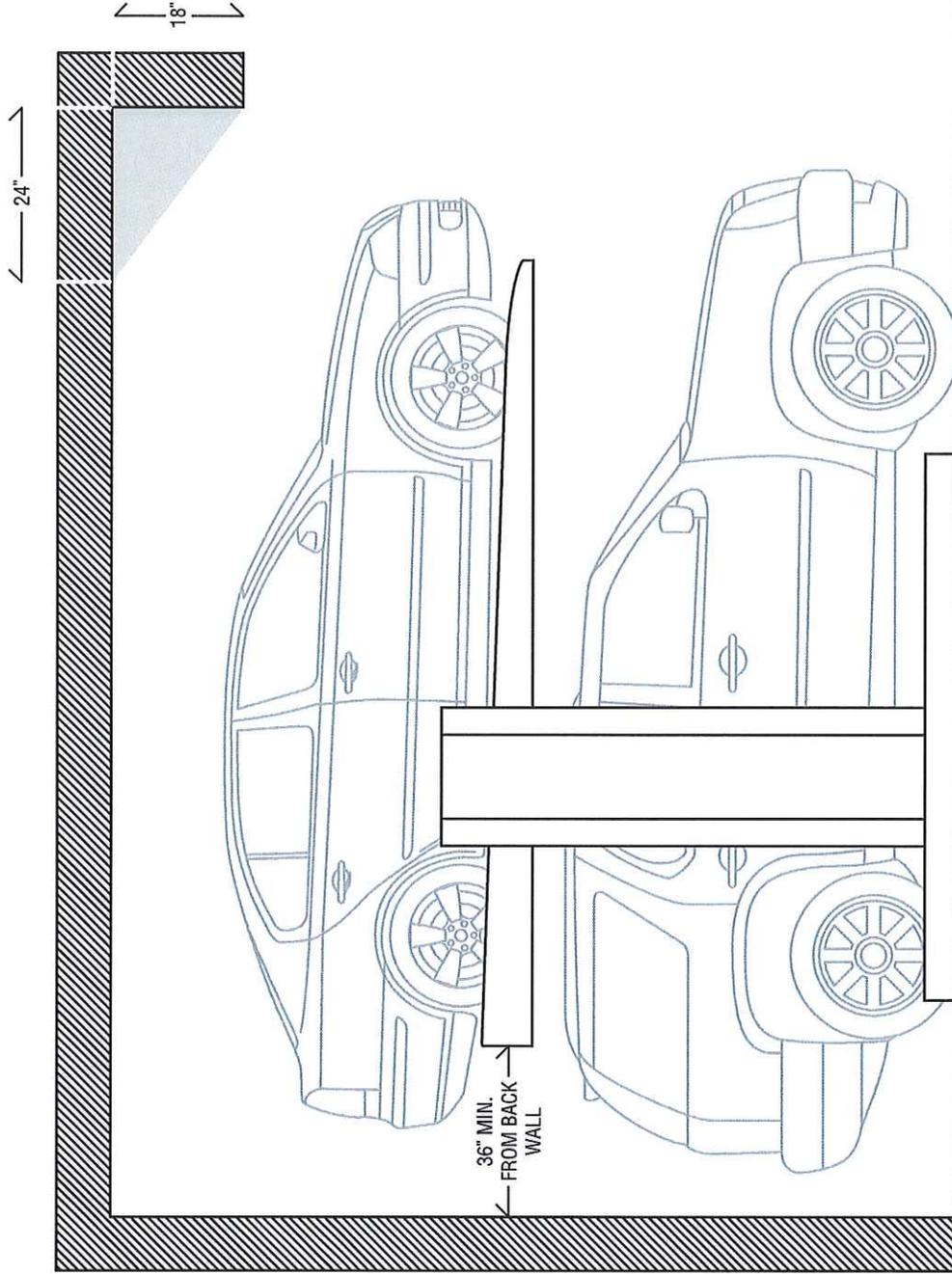


FIG. 3

TYPICAL LAYOUT OF SUV XL AND SUV LIFT

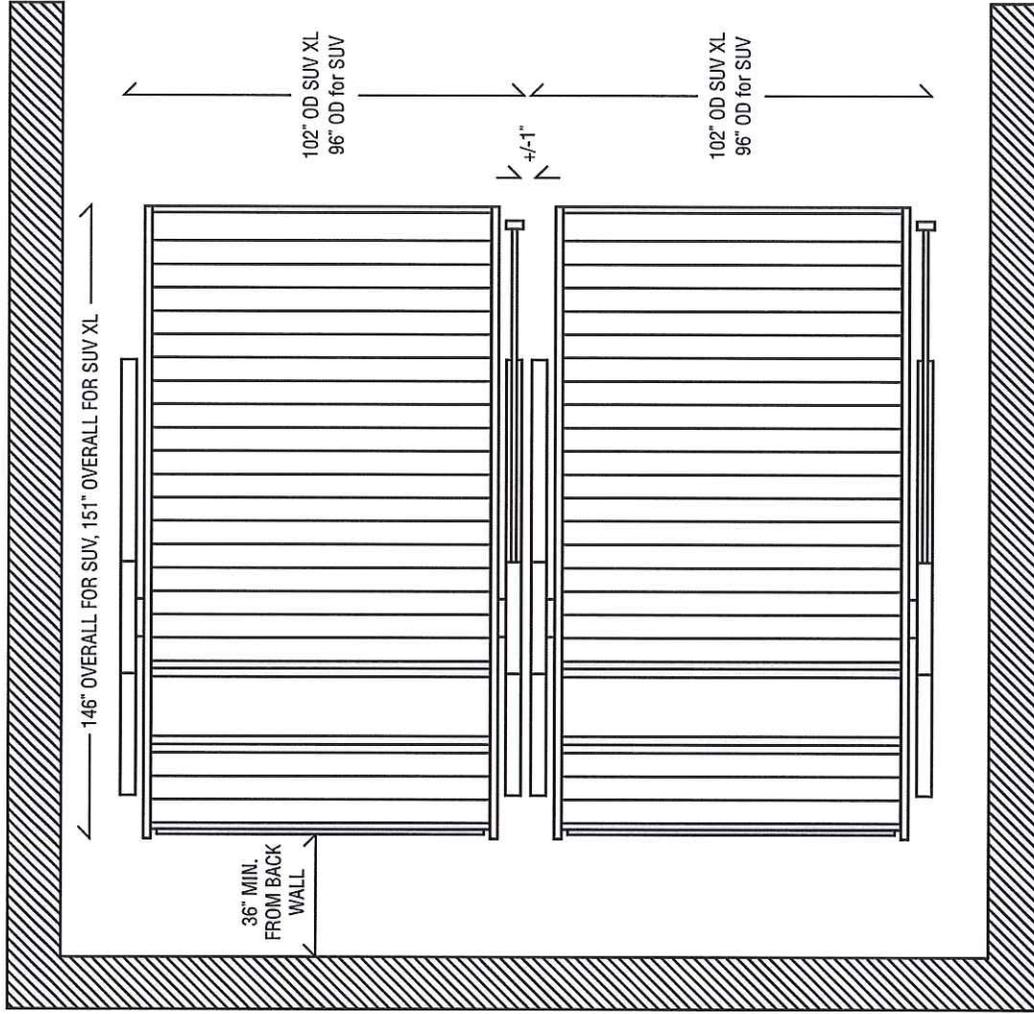


FIG.
4

SUV

CAPABILITIES

Working Capacity 6,000 lbs.
Static Capacity 12,000 lbs.
Dynamic Capacity 9,000 lbs.

DIMENSIONS

Overall Width 94-1/2"
Platform Width 81-7/8"
Drive-thru Width 86-5/8"
Overall Platform Length 145-11/16"
Maximum vehicle wheelbase 141"
Maximum clearance (lower car) 78"
Overall height 98-7/16"

SPEED

Lifting Speed (seconds) 17 seconds
Lowering Speed (seconds) 15 seconds

POWER

Power Requirements 220V 3 Phase 40 amp
220V Single Phase 40 amp

FEATURES

Application Outdoor/Indoor
Surface Asphalt/Concrete
Material 100% Galvanized Steel
Safety Steel-on-Steel Locks

SUV-XL

CAPABILITIES

Working Capacity 6,000 lbs.
Static Capacity 12,000 lbs.
Dynamic Capacity 9,000 lbs.

DIMENSIONS

Overall Width 100-1/2"
Platform Width 87-7/8"
Drive-thru Width 92-5/8"
Overall Platform Length 151-11/16"
Maximum vehicle wheelbase 146"
Maximum clearance (lower car) 79"
Overall height 98-7/16"

SPEED

Lifting Speed (seconds) 17 seconds
Lowering Speed (seconds) 15 seconds

POWER

Power Requirements 220V 3 Phase 40 amp
220V Single Phase 40 amp

FEATURES

Application Outdoor/Indoor
Surface Asphalt/Concrete
Material 100% Galvanized Steel
Safety Steel-on-Steel Locks

SUV SUV-XL

FEATURES

- 100% galvanized steel construction
- Commercial grade design and materials
- Dual hydraulic cylinders
- Self-standing, self-supporting unit
- Can be moved or relocated
- Central or individual hydraulic power pack
- Solid platform prevents dripping from upper level
- Accommodates most popular SUVs and minivans
- Available in Standard and Wide models

DIMENSIONS

- Typical ceiling heights
- 10'6" for two sedans
- 11'6" for one car and one SUV
- 12'6" or greater for 2 SUV's
- Width (side-to-side dimension)
- 8'0" (standard model)
- 8'6" (wide model)
- Length
- 12'4" (total parking lift length on standard)
- 13'0" (total parking lift length on wide)

SAFETY

- Standard key-lock switch for security and safety
- Automatic shut-off if operator releases the key-switch
- Steel-on steel locks hold the upper platform in place
- Manual lock release required to lower the unit
- Hydraulic velocity fuse protection

POWER REQUIREMENTS

- 220V, 20 amp, single phase (for individual power pack)
- 220V, 3-phase, 40 amp for commercial central power pack
- 220V, single phase, 40 amp commercial power pack

SHIPPING AND INSTALLATION

- Shipped by common carrier to most locations
- Installed by factory trained technicians

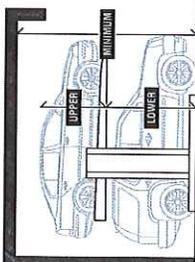
WARRANTY

- One year electrical, two year mechanical, five year structural

SUV SUV-XL

CEILING CLEARANCE AVAILABLE

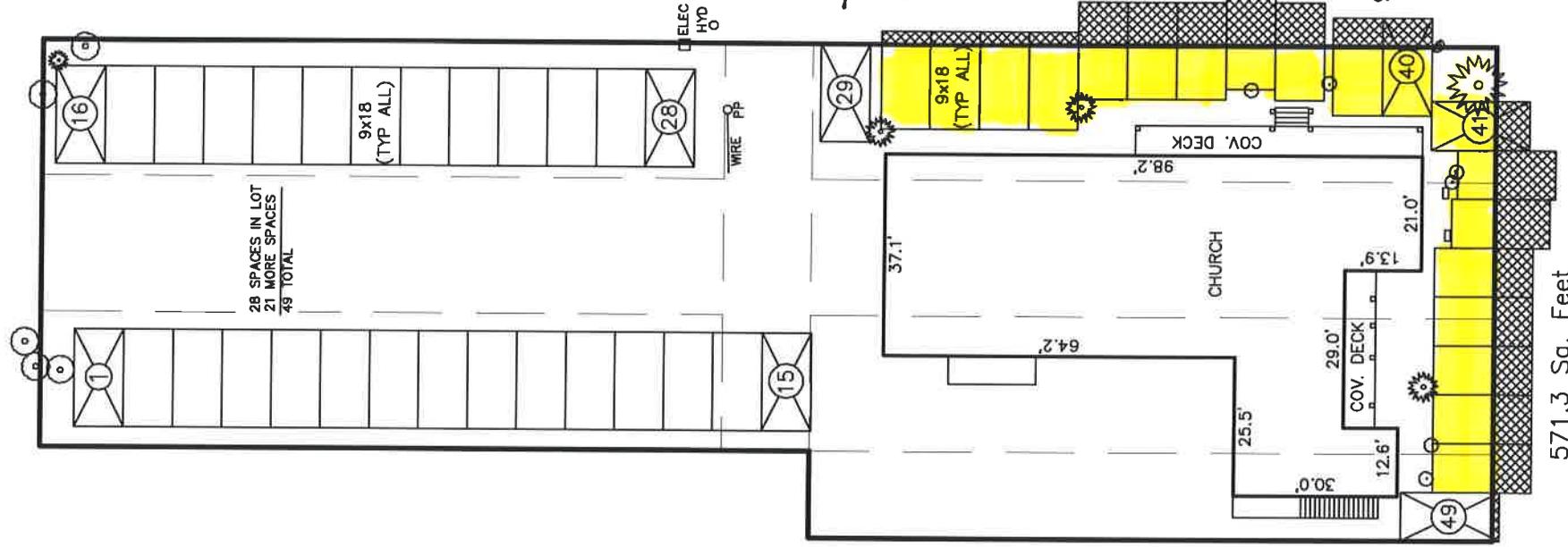
	9'6"	10'	10'6"	11'	11'6"	12'	12'6"	13' or more	Outdoors/Unlimited
Max Height Lower car	56"	56"	60"	66"	72"	72"	72"	78"	78"
Max Height Upper car	50"	56"	60"	60"	60"	66"	72"	72"	unlimited (subject to weight limit only)



MINIMUM CEILING CLEARANCES (INCHES) FOR LIFT APPLICATIONS - INDOORS

HEIGHT OF UPPER VEHICLE	HARDING STEEL SUV AND SUV XL MODEL LIFT HEIGHT OF LOWER VEHICLE (INCHES)																														
	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78
48	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134
49	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135
50	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136
51	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137
52	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138
53	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139
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59	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145
60	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146
61	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147
62	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148
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75	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161
76	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162
77	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163
78	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164

Notes: All measurements allow for a minimum 2" clearance above vehicle roof to platform or ceiling above.
Ceiling clearances net of structural or MEP obstructions, fire sprinklers, garage door openers, overhead doors, lighting or other limiters.



PARKING SPACES:
 9'x18' = 162.0 sq. ft.

PORTIONS OF PARKING SPACES
 IN STREET:

467.0'
95.7'
<u>571.3'</u>
1134.0'

162.	1
<u>1134.</u>	<u>7</u>

PARKING IN STREET: 7 SPACES
 PARKING TOTAL: 49 SPACES

Potential revocable
 easement area

571.3 Sq. Feet
 Maroon Ave

467.0 Sq. Feet

95.7 Sq. Feet

28 SPACES IN LOT
 21 MORE SPACES
 49 TOTAL

9'x18
 (TYP ALL)

7th Street

CHURCH

COV. DECK

COV. DECK

571.3 Sq. Feet



To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Thru: Dara MacDonald, Town Manager
Subject: **Space to Create Letter of Support**
Date: February 21, 2017

Background:

The Town of Crested Butte became a Certified Creative District in July of 2016. The designation has made the Town eligible for the Colorado Creative Industries Space to Create Project. The Space to Create project will connect the Town with a variety of partners that will help to provide technical assistance and funding to make a future housing project a reality. These partners include, but are not limited to, the Department of Local Affairs, Colorado Creative Industries, the Boettcher Foundation, Small Business Development Center, ICELab at Western State Colorado University, and Art Space. If selected, the Town will have access to these partners and begin to structure a project that meets our community goals of providing additional housing opportunities and new opportunities to expand and sustain our creative economy.

This project is envisioned to be placed on the one acre parcel north of the Gas Café, along Butte Avenue, that will be acquired from Cypress Equities through the annexation process. This project is intended to provide live-work housing for the Town's expansive creative industry. The project is also intended to foster entrepreneurship and new sustainable business opportunities that will help diversify our Town's economy. The project is envisioned to provide an additional 16-22 workforce housing units, 4 live/work units, and additional programmable flex space. However, the plan will evolve over time as additional planning and market studies identify the needs of the community.

Several efforts have been made in anticipation of the application for this project. First, while not directly tied to this effort, the recently completed Housing Needs Assessment identified the need for an additional 960 housing units by 2020. This report will be used as the Town seeks funding from potential partners. The Town is completing a site study of the potential for our project by partnering with the Department of Local Affairs and the University of Colorado Technical Assistance program. This study has provided insight to how the site might accommodate the Space to Create project. Lastly, through our negotiations with Cypress Equities the Town has ensured that the development costs associated with the acquisition of this property will be eligible as matching funds. It is anticipated that this will be at least \$1.5 million.

The initial letter of intent from the Town is due March 1st. If selected as a finalist, the Town will need to complete an application by March 15th.

Request:

The Town Staff is requesting the Mayor sign the letter of intent to apply for Space to Create application.

February 21, 2017

Director Margaret Hunt
Creative Industries Division & Space to Create, Colorado
Governor's Office of Economic Development
1625 Broadway, Suite 2700
Denver, CO 80202

RE: Letter of intent for the Town of Crested Butte to apply for Space to Create

Dear Margaret,

The Town of Crested Butte would like to formally request to be considered as a finalist for the Space to Create program. The Town has positioned itself to be a leading example of how to implement a successful creative live-work project. One of the biggest needs identified through the strategic planning of our Creative District was the need for space for our creative community for both work space and housing.

Over the past year, the Town has made tremendous progress on taking the necessary steps to make this project a reality. Through our negotiations with an annexation development the Town has acquired a one acre site positioned ideally at the northern entrance of Town. This property, located along the 6th Street Business corridor, will allow for a live-work development while adhering to the Town's zoning and architectural guidelines. The land and other development commitments from the Town represent a \$1.5 million match that the Town is prepared to supply for the project. Land and space are precious resources in the Town of Crested Butte, with a current build out of over 80% of land within our boundaries. The commitment of the Town to supply this site will secure a lasting space for our creative economy to prosper. This project will provide entrepreneurship and housing opportunities that will help address the critical need to diversify our local economy.

Beyond securing a site, the Town, with many of its regional partners, just completed an extensive Housing Needs Assessment which identified the need for an additional 960 residential units in the Gunnison Valley by 2020 to meet the need for workforce housing. Housing has been identified by our Town Council as a top priority of the Town. The Town has expansive experience in executing housing projects with 233 deed restricted properties created since 1990. The Town and its partners have built the management capabilities to ensure our project's continued success once the construction is completed.

The Town is completing a site study of the potential for our project by partnering with the Department of Local Affairs and the University of Colorado Technical assistance program. This study has provided insight to how the site might accommodate the Space to Create project. The Town has also started preliminary discussions with the Small Business Development Center and ICELab at Western State Colorado University on how a partnership could expand entrepreneurship opportunities for our creative sector.

The successful implementation of a Space to Create project in the Town of Crested Butte would help diversify our economy by growing our creative businesses. This project would also help sustain our existing creative industries by constructing space and opportunities for entrepreneurship education and training. This is much more than a housing project, we want to ensure that we continue to grow our creative entrepreneurs and help them succeed and provide additional jobs beyond our tourism dependent service industries.

The Town has engaged the creative community by hosting a public meeting to solicit initial ideas on how this project could assist our creative economy. During this meeting the need for additional space and housing echoed loud and clear. Support from creatives from the community was overwhelming.

Technical and funding assistance from Colorado Creative Industries, the Boettcher Foundation, DOLA, and Artspace will allow the Town to begin the necessary planning to make this project a reality. With these partners sitting at the table, the Town will be able to leverage our limited resources to create a lasting project that will ensure the sustainability of our creative economy into the future.

Thank you for your consideration. The Town looks forward to providing your team with more details on our potential project.

Sincerely,

Glenn Michel
Mayor of the Town of Crested Butte

Town Council Work session

February 21, 2017



Continuation of Work Session

Begin where we left off ...

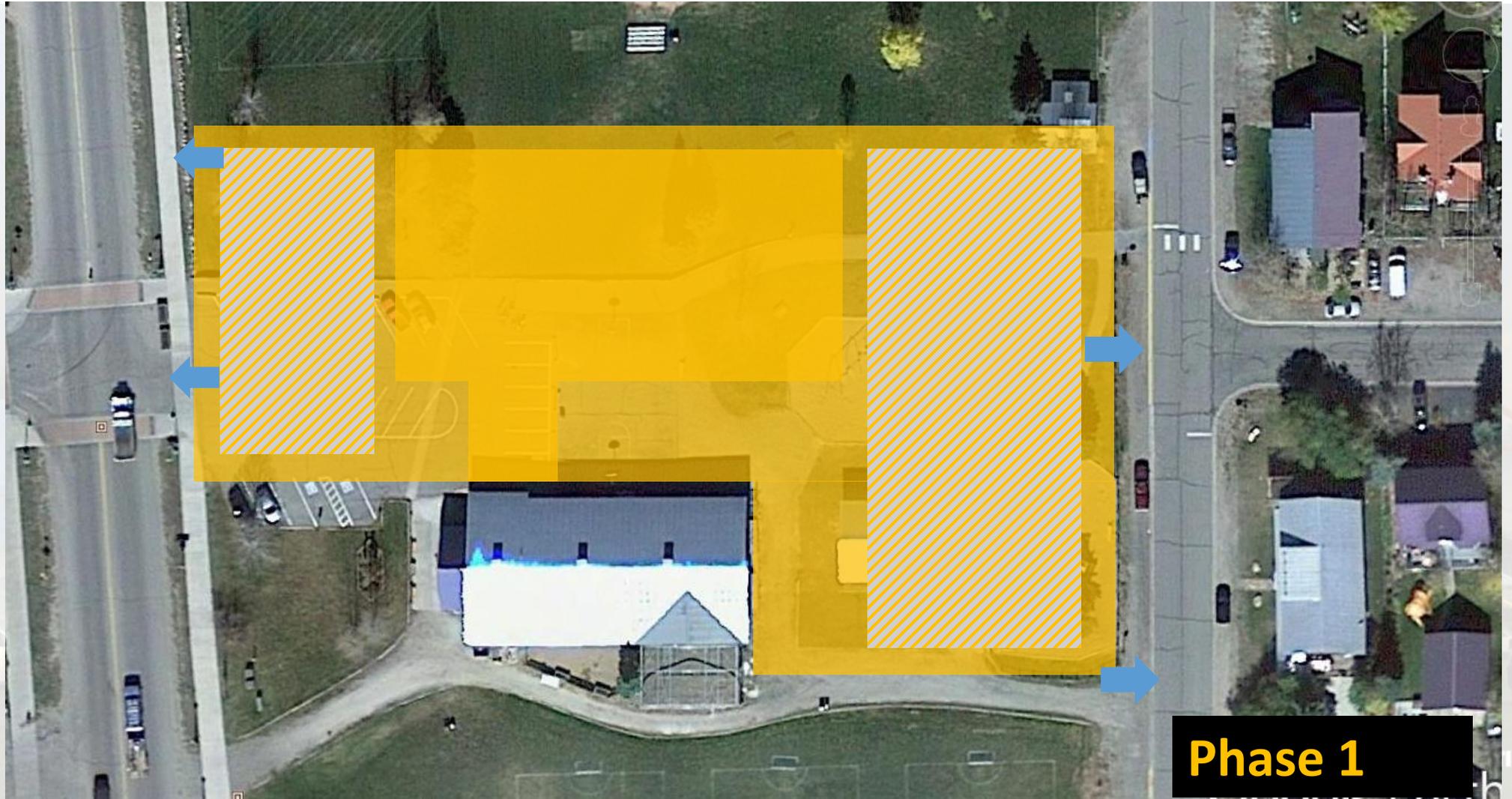
- You asked that we consider :
 - The impact of construction on the Town Park
 - Review, in detail, the timing and amount of the “project funding gaps”
 - Prepare a more detailed explanation of the Financing options
 - Present a funding recommendation for council consideration

Continuation of Work Session

You asked that we consider ...

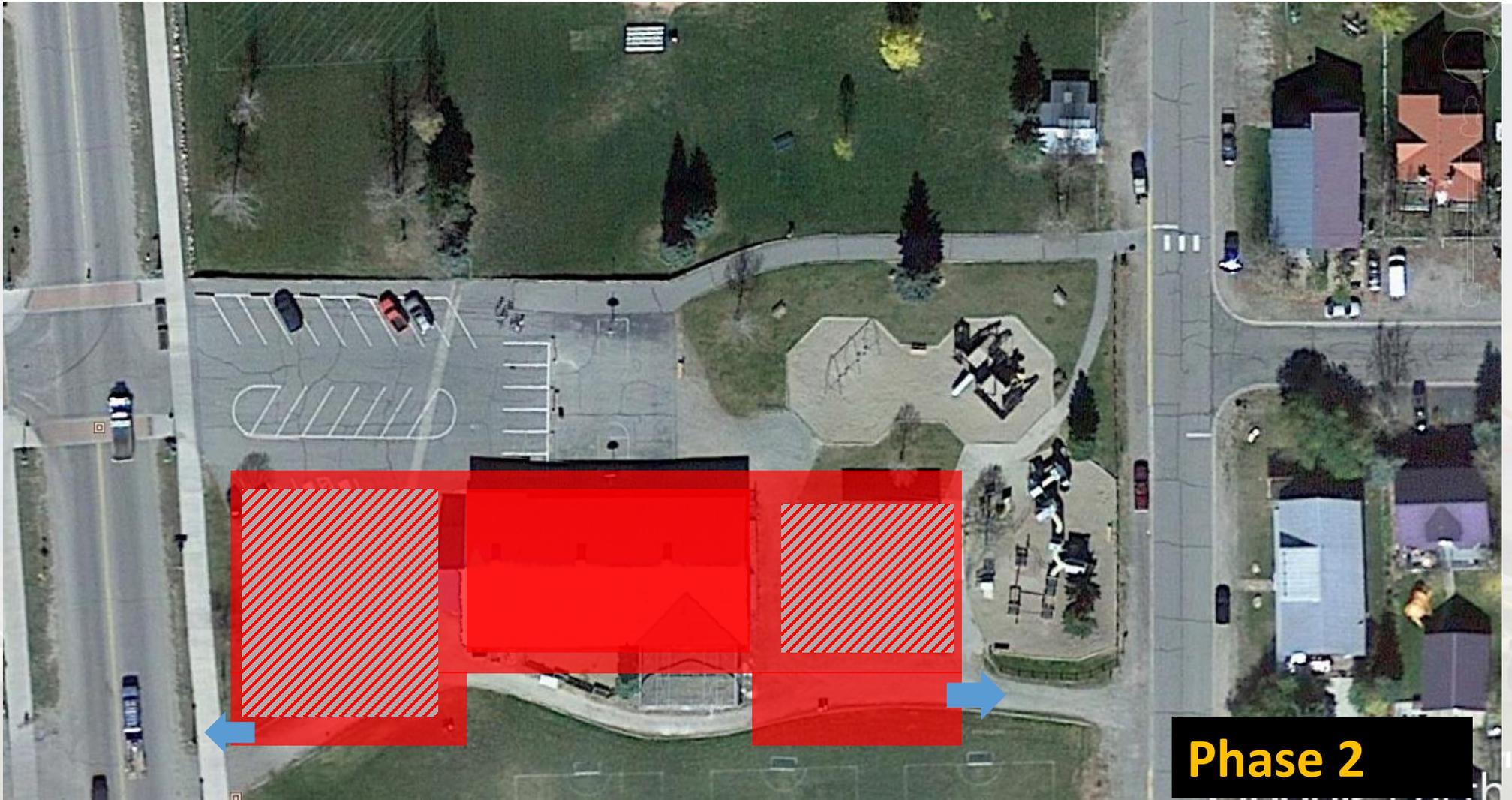
- Extent / Impact of the Construction on the Town Park
 - Phase 1 – New Center from 6th to 7th
 - From Spring 2017 to Summer 2018
 - Phase 2 – Renovation off of 6th
 - From Summer 2018 to Summer 2019
 - Phase 3 – Alpenglow stage off or 7th
 - From Summer 2019 to Spring 2020

Extent of Project

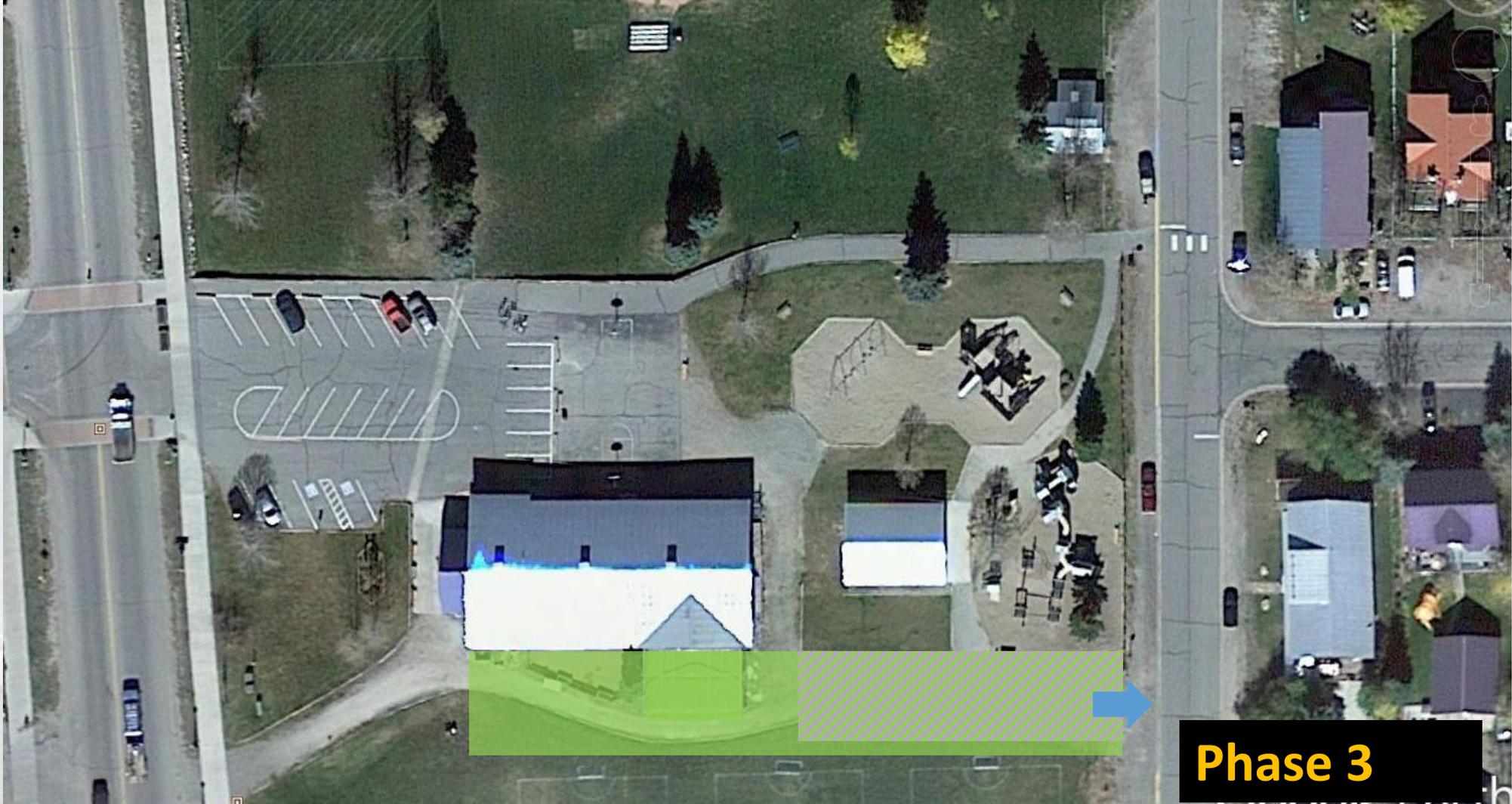


Phase 1

Extent of Project



Extent of Project

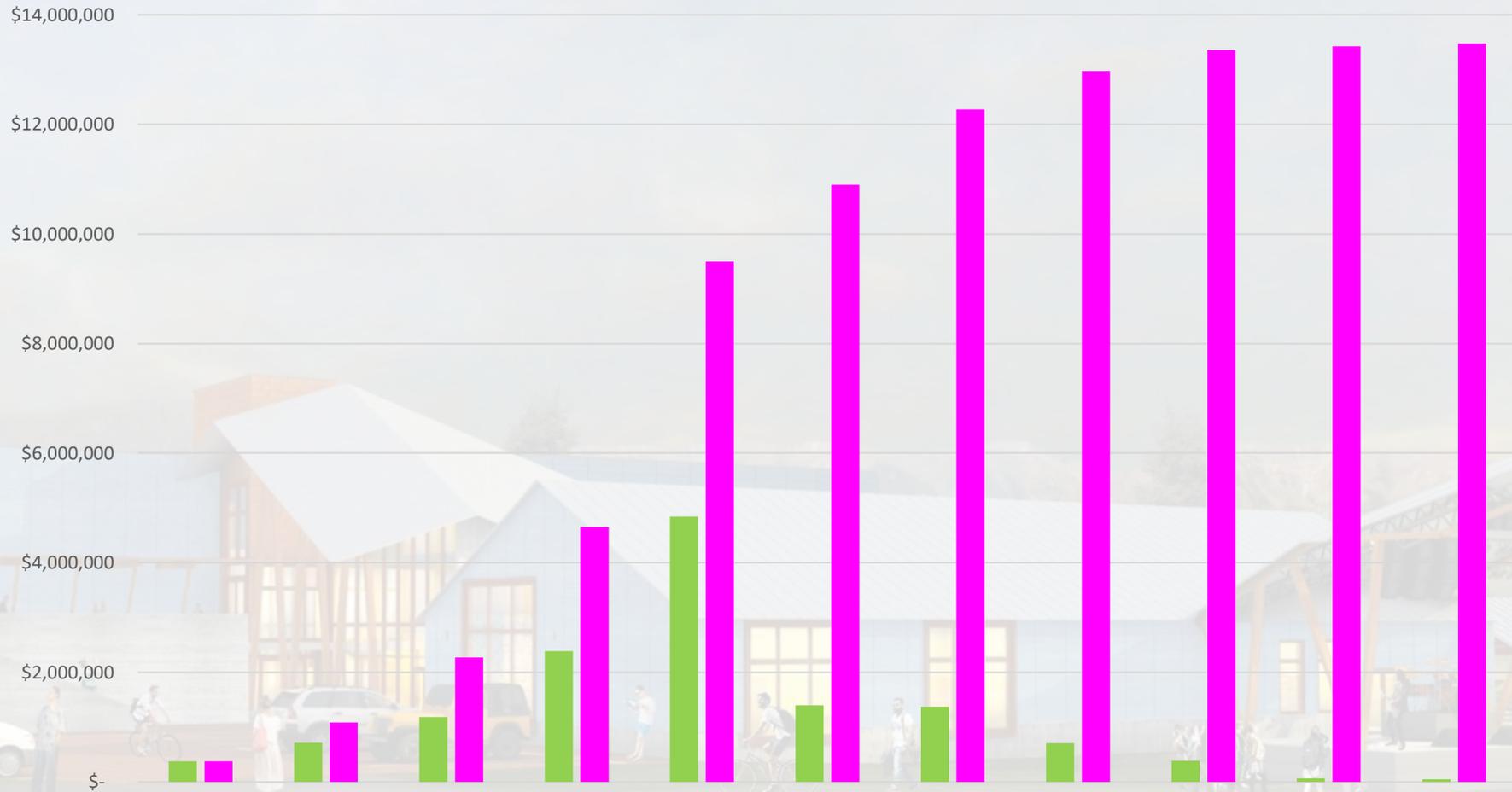


Continuation of Work Session

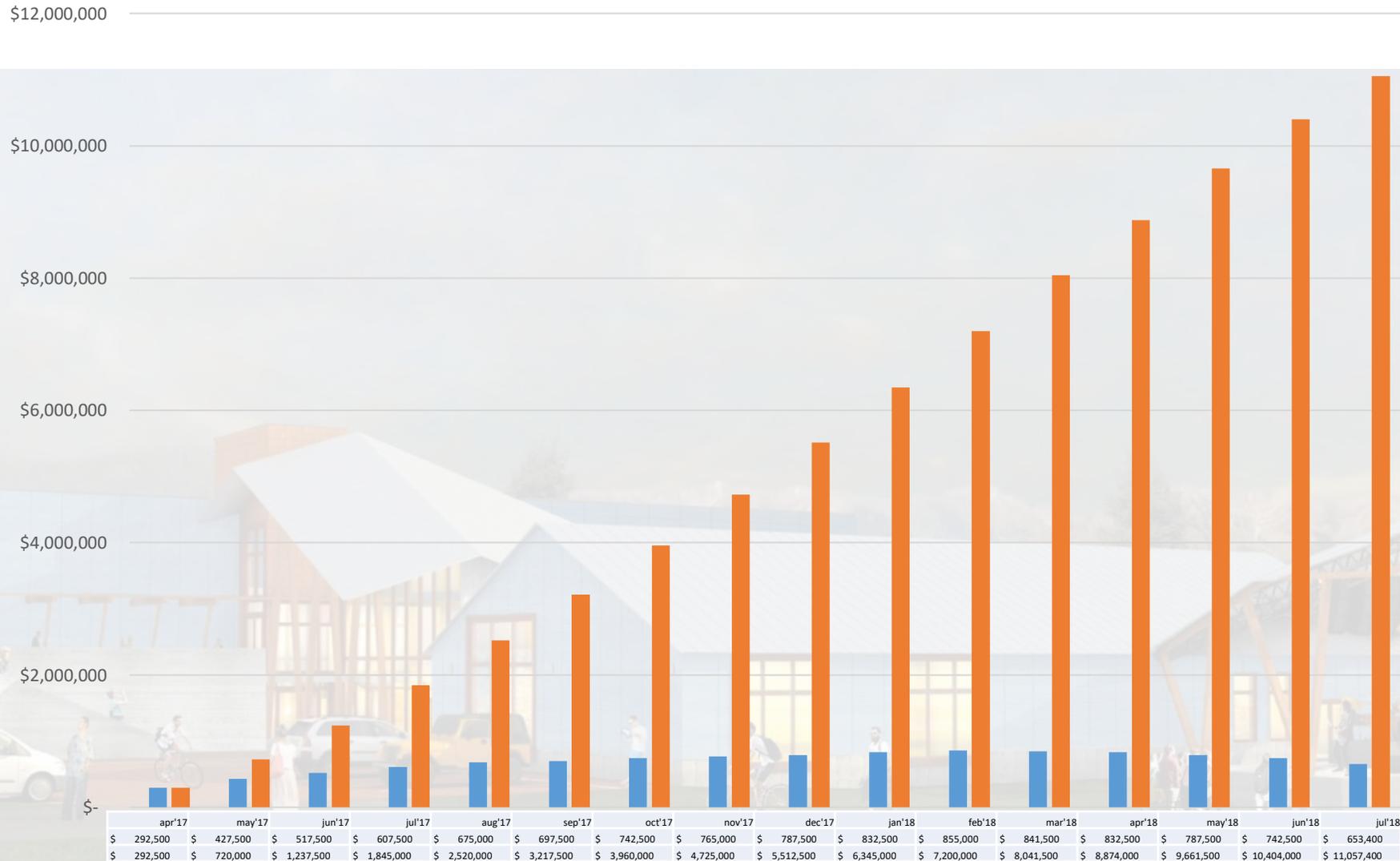
You asked that we consider ...

- Detailed review of the “project funding gaps”
 - Review of Pledged Commitments to date
 - Project Summer ‘17 at 90% of Summer ‘16
 - Assume early Summer ‘18 completion of Phase 1
 - Review construction spend detail

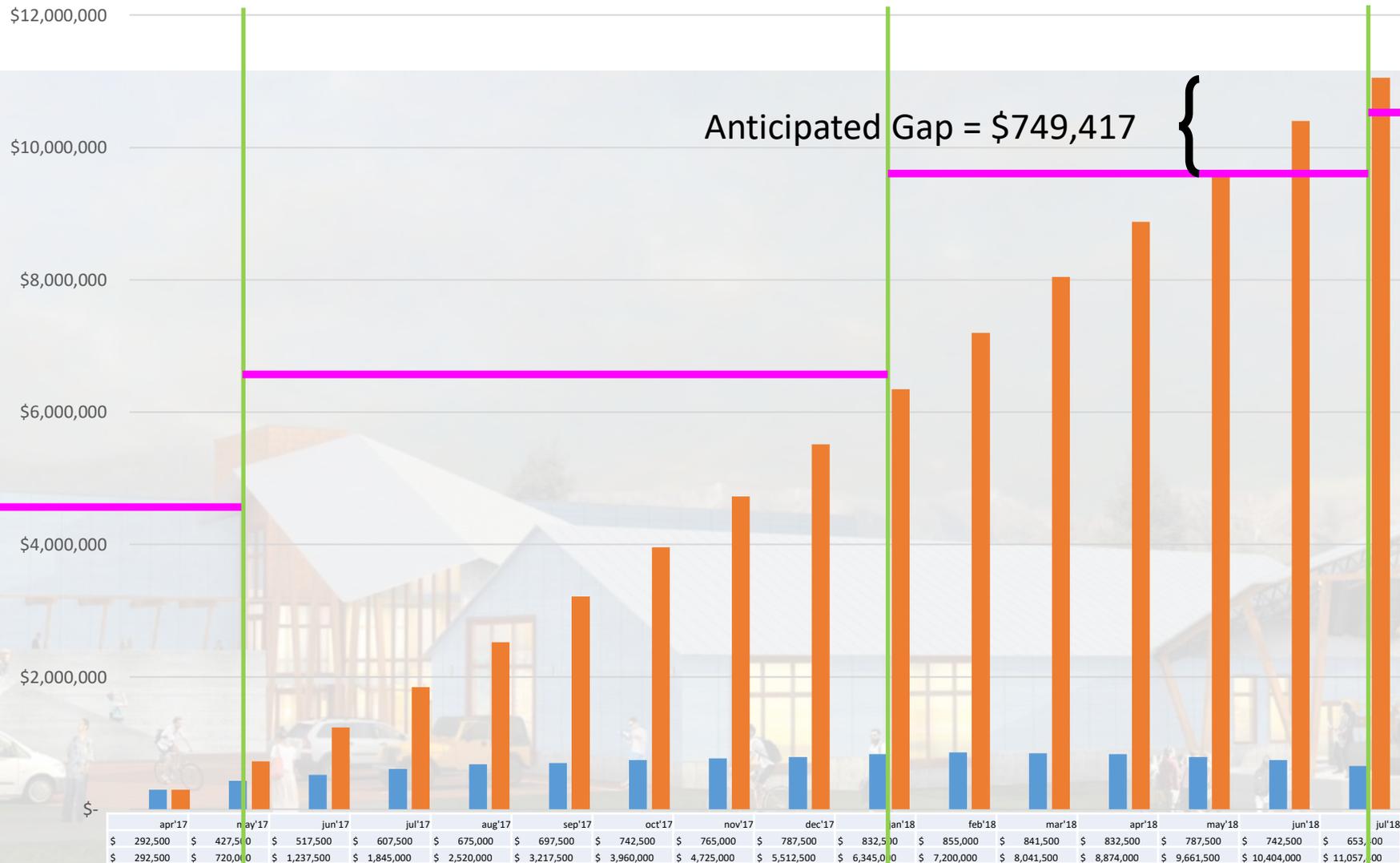
Projections through Summer '18 Campaign



Construction through Summer '18 - Phase 1



Construction vs. Campaign - through Phase 1



Anticipated Gap = \$749,417



Continuation of Work Session

You asked that we consider ...

- Detailed explanation of Financing options:
 - Tax Exempt Financing
 - Funding Structures
 - Costs & Parties
 - Pros & Cons

Tax Exempt Financing - Introduction

- 501(c)(3) non-profits may not borrow on a tax exempt basis according to IRS rules.
- It must use a conduit, or governmental entity that is eligible to issue tax exempt obligations.
 - The Town of Crested Butte may serve as a conduit; there are also governmental agencies, the primary purpose of which is to issue debt on a conduit basis such as Colorado Housing Finance Authority.
 - Conduit agencies generally have an application and approval process. Additionally, there are upfront and on-going administrative fees paid to the agency.
 - Conduit entities “issue” the debt, but are not responsible for the debt issued whatsoever. The non-profit is the borrower and is responsible for repayment and meeting covenants, etc.
 - Since conduit debt is not the obligation of the issuer (town or state agency), it’s not subject to TABOR debt limitations.
 - A conduit financing is overseen, reviewed, approved and authorized like a traditional financing and includes a public hearing.

Tax Exempt Financing - Conclusion

- Assumption of conduit assumes the assignment of “collateral”
- The assignment of the building as collateral would trigger TABOR implications
- The potential gap is too small for serious consideration

Recommendation:

This is not the right tool for this challenge

Conventional Financing

- This option is more akin to personal mortgage or vehicle financing in that a taxable (or conventional) interest is used, approximately 35% higher than a tax-exempt interest rate.
- More banks may be available to provide traditional financing versus the somewhat nuanced tax-exempt option, but the credit underwriting process will be similar in what a bank looks for in security and financial standing. The repayment structure will also be similar to that of a tax-exempt financing, just without the benefit of a the lower tax-exempt interest rate.
- The bank fees may be lower, perhaps not significantly depending on their credit approval. There's no need for a bond attorney, but borrower's counsel is still recommended and their fee should be lower for a conventional financing.

Conventional Financing - Conclusion

- Similar concerns as the Tax Exempt options
 - Assumption of conduit assumes the assignment of “collateral”
 - The assignment of the building as collateral would trigger TABOR implications
 - The potential gap is too small for serious consideration

Recommendation:

This is not the right tool for this challenge

Direct Arrangement

Given the Town's ownership of the building and property in addition to keeping costs down, direct lending options are the most appropriate and efficient.

- Line of credit between the Town of Crested Butte and the Center for the Arts.
 - \$750,000 estimated amount necessary to cover funding gaps
 - Typically drawn upon and repaid within same fiscal year (calendar year)
 - as this will be an improvement to an existing town asset, TABOR would not be an issue
 - Interest charged on drawn amounts; repaid monthly, quarterly, semi-annually, etc.
 - Principal repaid on monthly basis or as agreed upon (i.e. upon receipt of pledges)
- Existing lease between Town and CFTA may be revised to accommodate repayment of advance cash outlay from the Town
 - Proceeds may be disbursed similar to a line of credit or in lump sum; repayment built into amended lease agreement.
 - Interest repaid on drawn amounts; Principal paid monthly or as agreed upon (i.e. upon receipt of pledges).

Direct Arrangement- Conclusion

- Can be done quickly, especially if worked into the existing agreement
- Not assuming debt, extending or offering debt to a third party
- Principal typically paid back in a year, can be paid back various ways
- Interest charged in various ways, but only paid on amount drawn
- Aligned with the actual need more that a year in the future

Recommendation:

This appears to be the right tool for this challenge

Summary

- Summary of team Work Sessions
 - outcomes and findings
- Council Consideration





HOLZMAN MOSS BOTTINO
ARCHITECTURE

March 6, 2017

Work Session

Big Mine Expansion

Consent Agenda

Approval of DOLA Grant

Resolution - Professional Services - Website

Authorization for Mayor to Sign - Space to Create

Public Hearing

Liquor License for 202 Elk Avenue

New Business

Rozman Mining Claims

March 20, 2017

Work Session

Creative District Public Art

April 17, 2017

Work Session

Vinotok

Future Work Session Items:

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Double Basements
- Condo Combines
- Drones
- Special Events
- Speeding