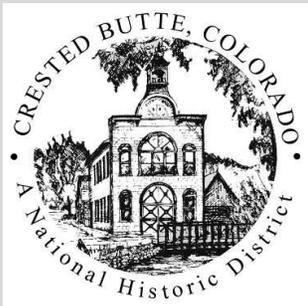


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, February 4, 2019
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

6:30 WORK SESSION

1) 2018 Financial Report.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) January 22, 2019 Regular Town Council Meeting Minutes.

2) Resolution No. 2, Series 2019 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign a Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.

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

7:06 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:20 PUBLIC HEARING

1) Ratification of Ordinance No. 1, Series 2019 (Emergency Ordinance) - An Ordinance of the Crested Butte Town Council Declaring a Temporary Moratorium On Demolition and the Processing and Approval of Applications for Demolition of Permanent Structures Within the Town of Crested Butte Pending Amendment of the Municipal Code of the Town of Crested Butte.

7:35 2) Ordinance No. 2, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 705 & 715 Seventh Street to Stepping Stones Children's Center.

7:40 3) Ordinance No. 3, Series 2019 - An Ordinance of the Crested Butte Town Council Amending the Town Code to Amend Crested Butte Municipal Code Section 18-2-30 (6) Concerning Fire Suppression Requirements for Townhomes Under the International Residential Code.

7:45 4) Transfer of the Hotel and Restaurant Liquor License at 517 2nd Street from Chicken Shack Inc DBA Slogar Bar & Restaurant to Slogar LLC.

7:55 OLD BUSINESS

1) Discussion on The Corner at Brush Creek Housing Project.

8:15 LEGAL MATTERS

8:20 COUNCIL REPORTS AND COMMITTEE UPDATES

8:35 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:45 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday, February 19, 2019 - 5:00PM Regular Council*

- Monday, March 4, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 18, 2019 - 6:00PM Work Session - 7:00PM Regular Council

2

8:50 EXECUTIVE SESSION

1) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding the draft MOU with the CB Fire District and CBSAR for TP1 in the Slate River Annexation.

9:10 2) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding land banking for affordable housing.

9:40 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, January 22, 2019
Council Chambers, Crested Butte Town Hall

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

Council Members Present: Kent Cowherd, Jackson Petito, and Paul Merck

Will Dujardin arrived during the discussion of #3 under New Business.

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Town Clerk Lynelle Stanford

Finance Director Rob Zillioux, Public Works Director Shea Earley, Community Development Director Michael Yerman, and Parks and Recreation Director Janna Hansen (for part of the meeting)

APPROVAL OF AGENDA

Schmidt confirmed the removal of item #2 from New Business.

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

CONSENT AGENDA

- 1) **January 7, 2019 Regular Town Council Meeting Minutes.**
- 2) **Alley Loop Nordic Marathon and Pub Ski Special Event Application and Special Event Liquor Permit for the Pub Ski on February 1 and the Alley Loop on February 2 Closing the 0, 100, and 200 Blocks of Elk Avenue; 1st Street from Whiterock to Maroon; 3rd Street from Whiterock to Elk; Elk/Maroon Alley Between 1st Street and 2nd Street; Teocalli/Butte Alley Between 2nd Street and 3rd Street; Sopris/Whiterock Alley Between 1st Street and 3rd Street; Gothic/Teocalli Alley Between 2nd Street and 3rd Street**
- 3) **Big Mine Ice Arena Services Agreement between the Town of Crested Butte and Crested Butte Nordic.**

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

PROCLAMATION IN HONOR OF LES CHOY

Schmidt commented on Les Choy's music. He read the proclamation. Choy recognized Anne Campbell, who also worked on flowers for the Town.

PUBLIC COMMENT

None

STAFF UPDATES

- MacDonald asked the Council to let her know who would be attending the retreat on Friday.
- MacDonald mentioned starting the regular meeting on February 19th at 5PM.
- The City of Gunnison wanted to know if the Council wanted any items added to the agenda for the next intergovernmental meeting.
- Schmidt questioned the training for the new Marshal, and MacDonald elaborated on the department specific training.
- Schmidt affirmed the Marshals were sworn in as special deputies.
- Stanford explained that the public hearing for the transfer of the Slogar liquor license involved the Council approving the usage of the back deck. The Council could approve the transfer and disallow the deck.
- No one on the Council voiced disagreement with moving forward with an application for a pole vault event that would close Elk Avenue this summer.

PUBLIC HEARING

1) Ordinance No. 26, Series 2018 – An Ordinance of the Crested Butte Town Council Amending Articles 1, 2 and 14 of Chapter 16 and Article 15 of Chapter 18 of the Town Code to Add New Criteria for Exclusion of Certain Structures from the Definition of an Historic Building, and to Provide for the Partial Demolition of an Historic Structure Subject to an Approved Rehabilitation and Development Plan.

Yerman explained the public hearing was to repeal the ordinance. Schmidt stated Ordinance No. 26 was related to Ordinance No. 1, and there were not five Council members present to ratify Ordinance No. 1. Schmidt confirmed proper public notice was given, and he opened the public hearing.

Sue Navy - 324 Gothic

- Asked for clarification on process for both ordinances. She was concerned there would be a gap. MacDonald stated the moratorium was in effect, and she explained the timeline of ratification for the emergency ordinance.
- Navy appreciated what the Council was doing.

Schmidt closed the public hearing.

Petito moved and Merck seconded a motion to withdraw Ordinance No. 26, Series 2018. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Ratification of Ordinance No. 1, Series 2019 (Emergency Ordinance) - An Ordinance of the Crested Butte Town Council Declaring a Temporary Moratorium On Demolition and the Processing and Approval of Applications for Demolition of Permanent Structures Within the Town of Crested Butte Pending Amendment of the Municipal Code of the Town of Crested Butte.

Schmidt reiterated that at least five members of the Council needed to be present to ratify the ordinance. Schmidt opened the public hearing. MacDonald affirmed the public hearing fell within the 20-day threshold required by the Charter. Schmidt confirmed proper public notice had been given. He opened the meeting to public comment.

Sue Navy

- She supported the moratorium.

Jim Starr

- He appreciated they were taking time to look at it closely.

Yerman reviewed background on the agenda item. He outlined the series of meetings they would hold soliciting public input. Then, Staff would bring it back to BOZAR, there would be another public meeting, and then it would come back to the Council as an ordinance.

Merck moved and Petito seconded a motion to continue the public hearing on the ratification of Ordinance No. 1, Series 2019 to the February 4th meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

OLD BUSINESS

1) Discussion on The Corner at Brush Creek Housing Project.

MacDonald updated on the most recent advances related to Brush Creek. She summarized the three points discussed by the two Councils. Mt. Crested Butte approved their letter to the Board of County Commissioners that was included in the packet. The memorandum proposed by the Town was also in the packet. Cowherd was happy the two towns unified around the three conditions. He acknowledged that there was a compromise. He encouraged the Council to approve the letter. Cowherd would like another letter that would expand upon the reasons. Petito was comfortable with the letter at this point. Schmidt agreed with Cowherd that the letter was a compromise. Schmidt wanted to see the Council approve the letter. MacDonald conveyed that Haver was in favor of proceeding with the letter as drafted. He also invited additional conversation on points that were not included in the letter.

Jim Starr

- He was in support that the housing needed to be built as soon as possible.
- If Gatesco could not move forward, he suggested an RFP from the four entities be issued immediately.

John O'Neal

- The conditions caused concerns about the quality and viability of the project.
- The biggest impacts would be on the lower AMI units.

Sue Navy

- It had been a good process for the two towns.
- She wanted to see the other five conditions identified by Town put forth.

George Gibson

- He thanked the two Councils for the effort and consideration.
- It was too big for the property.
- They recognized the need, but a model that doubled the size had been imposed on them.
- They wanted the low-income units.

David Leinsdorf - 3 Treasury Hill Road

- The idea the project was subsidy free was a fantasy.
- There were impacts that required upgrades at the taxpayers' expense.
- He applauded the Council for their efforts.

Cowherd recognized 156 units would be the largest housing project in the County. Merck affirmed it would be the largest building they had seen, and the area was growing. He supported the letter.

Cowherd moved and Merck seconded a motion to approve the memorandum of consent dated January 22, 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Mountain Express Annual Report by Chris Larsen.

Larsen was present at the meeting. He drew the Council's attention to the annual report, the capital plan, and the budget that were included in the packet. He summarized ridership and the fleet. Larsen updated the Council that Mountain Express purchased a lot as well as a second lot with RTA in Riverland. Larsen explained grant funding. He reviewed routes, specifically the one that went to Judd Falls. MacDonald questioned the plans with the lots in Riverland. Cowherd asked about future expansion of the Town route. Schmidt wondered about the condo express dial a ride. Larsen said they liked to see how new technologies worked for other entities. Schmidt commended the drivers.

2) Memorandum of Understanding Between the Town of Crested Butte and the Crested Butte Fire Protection District and Crested Butte Search and Rescue Regarding Transfer and Use of Town Parcel 1, Slate River Annexation.

Removed from the agenda.

3) Contract with Bywater LLC to Buy, Sell, and Develop Deed Restricted Housing in the Town of Crested Butte’s Paradise Park Subdivision.

Yerman explained this contract was to get Bywater under construction. He pointed out highlights in the contract. Dujardin arrived at the meeting. Yerman stated the property would be transferred in two phases. He identified the maximum total sales of \$7,669,270 and reviewed the process for the RETT.

Yerman reported on default provisions in the contract. He said that the Council could approve the contract with the contingency of legal counsel approving default language. Sullivan summarized what the Town desired was to have the option to pay the amount due on a lot, rather than going through the foreclosure process.

Petito moved and Dujardin seconded a motion to approve the contract with Bywater LLC for the development of 27 units of affordable housing in Paradise Park subject to approval by the Town Attorney for any provisions to the default contingency. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Ordinance No. 2, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 705 & 715 Seventh Street to Stepping Stones Children’s Center.

Zillioux said Town was proposing a five year lease with a beginning rate of \$1 per square foot. The most recent thinking was that Town needed to install a fire alarm system that would call out in the event of a fire. Additionally, the building would have to be painted next year.

Merck moved and Dujardin seconded a motion to set Ordinance No. 2, Series 2019 for public hearing at the February 4th meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

5) Ordinance No. 3, Series 2019 - An Ordinance of the Crested Butte Town Council Amending the Town Code to Amend Crested Butte Municipal Code Section 18-2-30 (6) Concerning Fire Suppression Requirements for Townhomes Under the International Residential Code.

Yerman stated that the IRC allowed Council to pass local text amendments. They were asking for the fire suppression exemption to be expanded to triplexes. Yerman reviewed other safety measures that would be incorporated. Cowherd asked if there had been communication with the Fire District. Yerman said the Fire Department did not have jurisdiction over the IRC.

Dujardin moved and Merck seconded a motion to set Ordinance No. 3, Series 2019 amending Code Section 18-2-30(6) concerning fire suppression requirements for townhomes under the International Residential Code to a public hearing on February 4th, 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

6) Discussion on Strategies for Efficient Meetings.

MacDonald prepared a memo with suggestions for the Council. She specified utilization of the Consent Agenda. She said they could look at work session times. Schmidt acknowledged lawsuits that occurred. Merck suggested a visual timer to help move public comments to conclusion. Petito did not want to split meeting days. He agreed items could be on the Consent Agenda, and he made other recommendations. Cowherd told the Council to be prepared, stay on topic, and to clarify questions with Staff. He had ideas for the presiding officer. Dujardin concurred with what Cowherd said about the presiding officer's role.

LEGAL MATTERS

Sullivan reported that the owners of 218 and 222 Maroon were in a dispute over a joint use agreement that was a condition of approval of a restrictive covenant agreement. There was litigation in Gunnison County and part of it was whether Town was a necessary party to litigation. Sullivan expected the Town to get involved as the Town had an interest in making sure the restrictive covenant would be upheld.

Schmidt wanted to review the procedure for the appeal hearing. Sullivan said that Green had laid out the process. Schmidt questioned if he had a conflict, since Huckstep looked into a situation for him that resulted in nothing more than a year ago.

COUNCIL REPORTS AND COMMITTEE UPDATES

Will Dujardin

- He was encouraged by QQ to apply for a water workshop put on by the Sonoran Institute. County Commissioner Houck asked him to be a part of the County team, and they had listed Town as an applicant. Dujardin wanted to confirm he could represent Town. No one voiced disagreement. MacDonald said Town was removed as an applicant.

Kent Cowherd

- RTA ridership in December was up. There had been issues with people left behind on busy days. RTA was expanding the number of trips per day in the off-season. They supported the hire of a mechanic at the airport.
- Attended the Creative District retreat. They were narrowing their focus.

Jackson Petito

- The Housing Foundation had a meeting he was unable to attend. They would have another meeting next month. Members of the Foundation looked at properties for sale that about the Brush Creek property.

Paul Merck

- Attended STOR Committee meeting. They talked about grants.
- Toured The Center. It was going really well.

- He also toured the Adaptive Sports Program's new building.

Jim Schmidt

- Went to a housing meeting in Gunnison. They talked in general about financing options. They discussed the reasons the ballot initiative did not pass.
- Attended mayor/managers meeting. The presentation was by the Upper Gunnison.
- He went to a lunch with CBMR. The focus was on the giving, philanthropic arm of Vail.
- He was going to CAST in Wyoming. There were problems with the planes, and he did not make it.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dujardin thanked the Council for approving the Brush Creek letter.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, February 4, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, February 19, 2019 - 5:00PM Regular Council
- Monday, March 4, 2019 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt mentioned the Town picnic and asked about upcoming work sessions.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 9:21PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

February 4, 2019

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 2, Series 2019 – A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign a Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance

Background:

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

Standard 1: A Tree Board or Department

Standard 2: A Tree Care Ordinance

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

Standard 4: An Arbor Day Observance and Proclamation

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

Summary:

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

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

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

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

Recommendation:

Staff recommends the Town Council approve Resolution No. 2, Series 2019 thereby authorizing the Town Manager to sign the Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.

RESOLUTION NO. 2

SERIES 2019

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE SERVICE AGREEMENT WITH THE COLORADO STATE FOREST SERVICE GUNNISON FIELD OFFICE FOR COMMUNITY FORESTRY ASSISTANCE

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

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

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

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

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

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

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

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS
 _____ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE

By: _____
 James A. Schmidt, Mayor

ATTEST

 Lynelle Stanford, Town Clerk

(SEAL)

SERVICES AGREEMENT - 2019

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

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

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

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

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

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

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

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

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

To University:

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

To Client:

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

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

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

14. **Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Colorado State University, its governing board or the State of Colorado unless signed by the University Vice-President for Research or his/her authorized delegate.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.
16. **Amendment.** No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
18. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Any claim arising under this Agreement shall be filed and tried in a court of competent jurisdiction situated in the County of Larimer, State of Colorado.
19. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, such consent shall not be required in the case of a sale or transfer to a third party of all or substantially all of a Party's business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.
20. **Obligations to be limited to the funds made available.** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is One Thousand and Forty Dollars (\$1040.00) for the year ending December 31, 2019. In no event shall the Client be liable for payment under this Agreement for any amount in excess thereof. The Client is not under obligation to make any future apportionment of allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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

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

Client:

By: 

By: _____

Printed Name: Sam J. Pankratz

Printed Name: _____

Title: Supervisory Forester, CSFS, Gunnison Field Office

Title: _____

Date: 1/15/2019

Date: _____

APPROVED:

By: 

EXHIBIT A TO SERVICES AGREEMENT

Scope of Work

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

PRINCIPAL INVESTIGATOR: _____ Sam Pankratz _____

TITLE: _____ Supervisory Forester, CSFS, Gunnison Field Office _____

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

DETAILED DESCRIPTION of Scope of Work for January 1, 2019 – December 31, 2019

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

Payment Terms:

\$1040.00 due in full upon receipt of invoice.

Exhibit A to Services Agreement

Initials:

CSU:

SP

Client:



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: February 4, 2019

Town Manager

- 1) CML Annual Conference – The conference will be June 18-21 in Breckenridge. Registration opens Feb 4th. Please let myself or Betty know if you plan to attend and we will assist with registration and lodging reservations.
- 2) Heights Open Space - The Stipulation was filed with the court on January 29th and Judge Patrick entered his Order the same day. The claims in the case are now dismissed and the only remaining tasks to be completed are to record the Order and the Stipulation within the next 30 days, and then to re-record them later this year after the parties obtain a new survey of the Ditch Trail Easement from SGM with a copy of that survey.
- 3) Meeting with the post office – On January 29th Mayor Schmidt and I met with the new postmaster, Michael Nooney, and the Manager for Post Office Operations for our Region, Jerry Martinez.
 - To address the immediate concerns with long lines and problems receiving packages they are in the process of bringing on two new year-round part-time employees for the office here.
 - As for long term solutions they have initiated a “space constraint review” for the Crested Butte post office. They are also investigating the possibility of adding more parcel lockers somewhere to help ease congestion at the counter.
 - They would be interested in delivering to boxes in Mt. Crested Butte if a location could be found. Similarly for CB South, if additional boxes were added, they could provide delivery to a central area for more of those residents.
 - They advised that if folks want to be sure their package will be delivered they should include their PO Box number for shipping. The USPS is not interested in discouraging online shopping vendors from using USPS as Amazon is currently the largest customer for the USPS.
 - The postal service offers multiple ways to purchase stamps including 1-800-stamp24, leaving a check in your PO Box, stamps by mail, or purchasing postage online in addition to buying them over the counter.
 - They will get back to us with additional information on why CB residents do not receive free PO Boxes since home delivery is not offered.
 - I am still awaiting more clarification directly from Amazon about whether or not USPS can be deprioritized for our community again. They send an email every week or so saying they are working on an answer. This would allow for UPS/FedEx to deliver to homes rather than PO Boxes if a shipping address includes both.

Public Works

- 1) The executed DOLA grant for \$405,000 for the water treatment plant improvements has been received. As part of DOLA's new streamlined process approval of the grant by the local agency is no longer required, thus speeding up the process. As part of the Construction Manager At-Risk process used to identify a contractor early in the design process, Moltz Construction has already been selected as the general contractor for the project. Now that the DOLA grant has been approved, Council will see the construction agreement with Moltz on the February 19th agenda.
- 2) The Town is partnering with Gunnison County, City of Gunnison, Mt. Crested Butte and CB South to leverage our buying power for asphalt and related products/services. The initial step is for us all to participate in hiring SGM to develop standard specs and bid documents for these products and services. This will cost the Town \$2,950 in 2019. A joint bid will then be issued in the hopes of receiving more competitive pricing by providing more work for the selected contractor. Each entity would provide their specific specs for the bid documents and would ultimately be responsible for their share of any contracted services specifically for each entity. In 2019 this would include the paving on 5th Street and the Museum lot for the Town of Crested Butte.

Marshals

- 1) No updates

Parks & Rec

- 1) Center for the Arts Trees: 28 trees (7 evergreens and 21 aspens) were removed to accommodate the Center for the Arts Expansion in Town Park. Replacement trees including 14 evergreens and 50 aspens (64 total) were recently ordered. Memorial plaques taken from Town Park will be reinstalled in the "grove" area on the northeast side of the park.
- 2) The Town has received a "green light" from our Building Inspector and the Fire Protection District to pursue plans for the addition of hockey changing rooms along the south wall under the existing roof of the Big Mine Ice Arena. Staff is soliciting quotes and determining the best path forward to proceed with plans.

Community Development

- 1) The Regional Housing Plan is being presented at Mayors and Managers on Feb 11th. A draft of the plan will be available soon thereafter.

Town Clerk

- 1) Sidewalk seating packets have been sent to businesses. Applications will be on the April 1st agenda for Council consideration.
- 2) We are working to organize the mobile vendors for the upcoming summer season.

Finance

- 1) Kat Cooke has been selected to fill the front desk position following Diner's retirement. Kat comes with great experience and we think she will be a great fit for the position and for Town Hall. Her first day will be Feb 11th.

Intergovernmental

The City of Gunnison is planning to host the next meeting of elected officials in the County. The meeting will take place on the evening of Wednesday, February 27th beginning at 6:00 p.m., location TBD.

Upcoming Meetings or Events

February 8th – Retirement party for Diner, 4:30 at Kochevars for employees. Open to the public at 5:00.

February 27th – Intergovernmental meeting, dinner in Gunnison, 6:00 p.m. location TBD

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



Staff Report

To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director
Barbara Green, Town Attorney

Thru: Dara MacDonald, Town Manager

Subject: **Ratification of Emergency Moratorium on Applications for and Demolition of Structures Pending Revisions to the Town Code.**

Date: February 4, 2019

****** The Public Hearing was continued to February 4, 2019******

Background:

The Town of Crested Butte was established as a Historic District by ordinance in 1972. Portions of the Town were listed on the National Register of Historic Places (NRHP) in 1974. The Board of Zoning and Architectural Review (BOZAR) was established as the body responsible for the review of demolition, alterations or additions to historic buildings and all new construction pursuant to “Design Guidelines.”¹ The National Park Service (NPS) which administers the NRHP requires that a building or structure be at least fifty (50) years old to be classified as historic.

The historic buildings in Crested Butte were professionally identified and studied in three separate documents under the auspices of the Colorado Historical Society. They include Crested Butte Historic Building Surveys of 2000 and 1998-99, and the 1994 Colorado Cultural Resource Survey of the NPS Forest Service station and residential buildings located at 104 and 108 Gothic Avenue.

The NRHP recognizes buildings, sites, and districts for their historic significance, and requires that that significance be associated with a discrete chronological period: the period of significance (“POS”). A historic place may have multiple POSs, but those periods must be strictly demarcated by year. In 2000, Crested Butte’s NRHP boundary was changed and the Historic District’s POS was set from 1880 to 1952. The Town Code protects structures built during the POS from demolition unless they pose immediate life safety risks. Even if a historic structure does pose these immediate risks, the Code imposes requirements to ensure their protection and preservation. Currently, the Town Code

¹ Even though BOZAR regulations are referred to as “guidelines,” they are part of the Crested Butte Municipal Code and comprise mandatory criteria and requirements enacted by Council and that have the full force and effect of law.

classifies any building over fifty (50) as historic, subject to the Design Guidelines and other Code requirements.

In the summer of 2018, the Community Development Department received inquiries on the possible demolition of non-historic buildings built outside the POS. In reviewing Section 16-2-70 of the Code, staff identified several provisions that could be improved regarding demolition of a non-historic structure, and the need in some circumstances for exclusions from historic classification for structures older than fifty (50). Staff also considered whether multiple POSs should be established in the Town.

To address these issues, the staff prepared proposed Code revisions in late summer 2018. BOZAR reviewed the proposed revisions in October and November of 2018 and recommended certain revisions to Town Council that were incorporated into Ordinance 26, Series 2018 (Ord. 26-18). Council held a public hearing on Ord. 26-18 on December 17, 2018. During the public hearing and in written comments, several members of the public asked for revisions to Ord. 26-18. The Council continued the public hearing on Ord. 26-18 until January 22, 2019 to allow for additional revisions and public comments.

The issues raised regarding Ord. 26-18 are significant and complex, implicating several different sections of the Town Code. Thus, additional research and public input at the staff and BOZAR level are necessary before proposed revisions can be presented to Council for consideration. The Town also anticipates additional applications for demolition to be filed soon. Given the considerable time research and input deserve, and the likelihood of multiple demolition permit applications being filed in the near future, staff is recommending that Council adopt an emergency moratorium. The Moratorium will provide a “time out” to allow for research and public input without the Town’s architectural integrity being threatened by additional demolition applications prior to the effective date of the Town’s regulatory revisions. If the Moratorium is adopted, Council can withdraw Ord. 26-18 from consideration on January 22, 2019.

Process for Emergency Ordinances:

The Town Council passed a motion on January 7, 2019 to adopt the Emergency Moratorium Ordinance 1, Series 2019. The first 4 steps were completed as outlined below. For the Moratorium to take effect the Council must take the final steps as outline in Section 5 and 6 below to ratify this Ordinance.

Section 4.12 of the Charter governs emergency ordinances as follows:

1. Emergency ordinances are ordinances that are necessary for preservation of public property, health, peace or safety. The facts showing urgency and need must be specifically stated in the measure itself.
2. Such ordinances require approval by the vote of at least five (5) members of the Council and become effective immediately upon adoption.
3. Neither a first reading nor a prior public hearing are required but they must be published in full as soon as possible and no later than ten (10) days after adoption.
4. Upon the adoption of an emergency ordinance, Council must schedule a public hearing to be held within twenty (20) days for the purpose of ratifying the emergency ordinance. Public notice is

accomplished in the same way as other ordinances. The public hearing was scheduled, opened, and continued until February 4, 2019.

5. The Council must ratify the emergency ordinance, either in whole or in part and with or without amendments. Upon ratification, notice must be published in accordance with [Section 4.11\(d\)](#).

6. Any emergency ordinance which is not ratified by the affirmative vote of five (5) members of the Council is deemed repealed as of the date of the hearing at which ratification was attempted.

Recommendation:

By affirmative vote of at least five (5) councilmembers:

Ratify Ordinance 1 Series, 2019, a moratorium on applications for and demolition of structures and direct the Town Clerk to publish the ordinance in accordance with Section 4.11 (d) of the Town Charter.

ORDINANCE NO. 1**SERIES 2019****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
DECLARING A TEMPORARY MORATORIUM ON DEMOLITION
AND THE PROCESSING AND APPROVAL OF APPLICATIONS
FOR DEMOLITION OF PERMANENT STRUCTURES WITHIN
THE TOWN OF CRESTED BUTTE PENDING AMENDMENT OF
THE MUNICIPAL CODE OF THE TOWN OF CRESTED BUTTE**

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; and

WHEREAS, pursuant to Article XX of the Colorado Constitution and the Land Use Control Enabling Act (Article 20 of Title 29, C.R.S), the Town has the power to regulate the use of land within the community, and the authority to exercise its police powers to protect the health, safety, and welfare of the community and its citizens; and

WHEREAS, the Town is a historic district and portions of the Town are listed on the National Register of Historic Places ("NRHP"); and

WHEREAS, the NRHP established the period from 1880 to 1952 as the district's period of significance ("POS"); and

WHEREAS, the Town has initiated the process of examining appropriate regulatory tools and municipal code amendments to regulate *inter alia* historic structures, structures outside the POS; and demolition of such structures; and

WHEREAS, demolition of structures without appropriate criteria and standards can threaten the Town's historic, unique character and endanger the public health, welfare and the environment; and

WHEREAS, several structures within the Town are in jeopardy of being demolished; and

WHEREAS, the Town Council of the Town of Crested Butte finds that a temporary moratorium of nine (9) months duration is necessary for the Town to gather public input and continue discussion and analysis of appropriate measures to address these concerns before amending the Town Codes; and

WHEREAS, proper notice of the public hearing to consider this Ordinance has been accomplished.

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

Section 1. Nine-month Moratorium Imposed. Upon the adoption of this Ordinance, a nine-month moratorium is imposed upon the demolition and processing and approval of applications for demolition of any permanent structure sited within the municipal boundaries of the Town of Crested Butte other than as may be necessary to comply with Sec. 7-2-210. - Dangerous and unsafe buildings.

Section 2. Exception to Moratorium. This Ordinance shall not apply to the demolition of any structure for which an application for a demolition permit has been deemed complete as of the effective date of this Ordinance.

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

Section 4. Authority. The Town Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to Article XX of Colorado Constitution and the Local Government Land Use Control Enabling Act (Article 20 of Title 29, C.R.S).

Section 5. Emergency Declared, Effective Date, and Expiration. The Town Council finds, determines and declares that passage of this Ordinance is necessary for the immediate protection of the health, safety and welfare of the citizens of the Town of Crested Butte and of the environment because of the detrimental impact on the Town's historic and unique character resulting from the demolition of permanent structures without additional criteria and standards. The Town Council further determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the Town of Crested Butte. This Ordinance shall be effective upon adoption. The moratorium imposed by this Ordinance shall expire nine (9) months hereafter, at 12:00 am on October 8, 2019 unless repealed prior to that date or extended by action of the Town Council.

ADOPTED BY THE TOWN COUNCIL THIS 7th DAY OF January, 2019

TOWN OF CRESTED BUTTE, COLORADO

By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

February 4, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance 2019-02, An ordinance of the Crested Butte Town Council approving the lease of the property at 705 & 715 Seventh Street to Stepping Stones Children's Center

Summary: Stepping Stones has been a long-term tenant of the Town. Their most recent lease expired in 2017. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Stepping Stones.

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

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

As of January, 2019 the Town had six tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff has been reaching out to all of our non-residential tenants with expired leases to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits.

Discussion: The space that Stepping Stones leases is approximately 4,690 sq. ft. This is one of the larger spaces that the Town rents. They have been paying \$0 per year in rent. Town has performed major maintenance on the buildings. They have been paying utilities plus basic maintenance for the building. As drafted the lease would continue to require Stepping Stones to pay utilities and to perform basic maintenance. The annual lease rate proposed is as follows:

2019	\$4,690	\$1.00 sq. ft.
2020	\$5,863	\$1.25 sq. ft.
2021	\$7,035	\$1.50 sq. ft.
2022	\$8,208	\$1.75 sq. ft.
2023	\$9,380	\$2.00 sq. ft.

The rental term is for 5 years with an automatic 5 year renewal, unless either party provides termination notice

For comparison, the current commercial leases rates in town range from \$5.00 to \$10.00 on similar property:

\$5.00 per sq. ft.	\$23,450
\$7.50 per sq. ft.	\$35,175
\$10.00 per sq. ft.	\$46,900

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

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

Recommendation: Staff recommends the Town enter into a lease with Stepping Stones Children's Center.

Proposed Motion: Motion and a second to approve Ordinance No. 2, Series 2019 after public hearing at the February 4th Council meeting.

ORDINANCE NO. 2**SERIES NO. 2019****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF THE PROPERTY AT 705 & 715 SEVENTH STREET TO STEPPING STONES CHILDREN'S CENTER**

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

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

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

WHEREAS, on April 24, 2002, the Town entered into a multi-year lease with Stepping Stones Children's Center for property owned by the Town located at 705 Seventh Street; and

WHEREAS, the term of the lease expired on April 23, 2017; and

WHEREAS, the Town Council and Stepping Stones Children's Center wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

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

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

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS ___ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Lease Agreements

BUSINESS LEASE

THIS BUSINESS LEASE (this “**Lease**”) is entered into this ___ day of _____, 20___, with an effective date of January 1, 2017 (the “**Effective Date**”) by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Landlord**”), a Colorado home rule municipality and the Stepping Stones Children’s Center, a Colorado nonprofit corporation (“**Tenant**”).

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at 705 7th Street, Crested Butte, (the “**Premises**”).

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

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

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

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

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

(d) Tenant shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall be responsible for snow removal at Premises parking lot.

(e) Tenant shall pay the gas and electric utilities (both pro rata) and communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

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

(g) All exterior signage shall be installed only upon prior approval of Landlord.

2. **Term.**

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

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

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$391 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2020):	\$5,863 annually / \$489 per month
2 nd anniversary (2021):	\$7,035 annually / \$586 per month
3 rd anniversary (2022):	\$8,208 annually / \$684 per month
4 th anniversary (2023):	\$9,380 annually / \$782 per month

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

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

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

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

\$5.00 per sq. ft.	\$23,450
\$7.50 per sq. ft.	\$35,175
\$10.00 per sq. ft.	\$46,900

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

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any

alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

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

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

be set forth on an “agreed amount endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

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

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

10. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of

any damages that Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

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

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

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

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

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

To Tenant: Stepping Stones Children's Center
P.O. Box 611
Crested Butte, CO 81224
Attn: Executive Director

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

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

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

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

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

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

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

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

the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

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

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

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

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

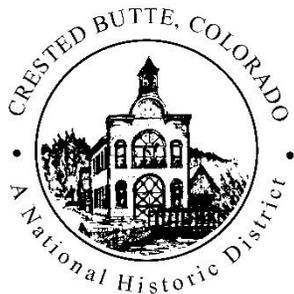
ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

Stepping Stones Children’s Center
Colorado Non-Profit Corporation

By: _____
Name: _____
Title: _____



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance 3, Series 2019- IRC requirements for sprinkler systems in Townhomes

Date: February 4, 2019

Background:

The Town Council previously passed a local text amendment to exempt 2 unit Townhomes (or Duplexes) from sprinkler requirements. The International Residential Code allows local jurisdictions to pass local text amendments. A Townhome is considered a standalone single-family home that sits on its own lot that shares a 2-hour fire rated wall with a neighboring property. The two hour wall must extend from the foundation through ceiling. Ordinance 3, Series 2019 would extend the sprinkler exemption from duplexes units to also include Triplexes units.

Currently the regulations for the other jurisdictions in the Gunnison Valley are as follows:
Town of Mt. Crested Butte - Single-family dwellings are exempt (provided there are fire hydrants with adequate fire flows) and do not require sprinklers. Sprinklers are required for duplexes and townhomes.

Gunnison County - Sprinklers are required for single family dwellings larger than 3,600 sq. ft. Duplexes and townhomes with 2 hour firewalls are exempt and do not require sprinklers (provided there are fire hydrants with adequate fire flows).

City of Gunnison - Single-family dwellings are exempt and do not require sprinklers. All other residential construction must have sprinklers.

The ordinance was sent to the Crested Butte Fire District for review. The staff will update the Council at the meeting once we receive their feedback.

Recommendation:

A Council member make a motion followed by a second to approve Ordinance 3, Series 2019 amending Code Section 18-2-30 (6) concerning fire suppression requirements for townhomes under the International Residential Code.

ORDINANCE NO. 3

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING THE TOWN CODE TO AMEND CRESTED BUTTE
MUNICIPAL CODE SECTION 18-2-30 (6) CONCERNING FIRE
SUPPRESSION REQUIREMENTS FOR TOWNHOMES UNDER THE
INTERNATIONAL RESIDENTIAL CODE.**

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; and

WHEREAS, C.R.S. 31-15-103 authorizes the Town to adopt ordinances necessary to provide for the health, safety and welfare of the Town; and

WHEREAS, the adoption of uniform codes of construction is necessary to ensure safe and sound construction of buildings; and

WHEREAS, the Town of Crested Butte adopted the 2015 Series of the International Residential Code with Ordinance 19, Series 2016 along with certain amendments; and

WHEREAS, the construction of safe and sound buildings is an important charge of the Town Council; and

WHEREAS, the Town Council has determined that the below amendment to the International Residential Code suggested by the Town staff promotes the desired goals of the Town Council to achieve standardized, safe construction, and accordingly, are in the best interest of the environment, health, safety and general welfare of the residents and visitors of the Town.

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

Section 1. Amending Chapter 18, Article 2, Section 30 (6) – International Residential Code Section 313.1. The following Section in Chapter 18, Article 2 is amended as follows:

IRC Section 313.1 (Townhouse automatic fire sprinkler systems) shall be amended to add the following. "... in townhouses of more than three units".

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

Section 3. Savings Clause. Except as 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 the effective date hereof.

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE

By: _____

James A. Schmidt, Mayor

ATTEST:

BY: _____

Lynelle Stanford, Town Clerk



Staff Report

February 4, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Transfer of the Hotel and Restaurant Liquor License at 517 2nd Street from Chicken Shack Inc DBA Slogar Bar & Restaurant to Slogar LLC
Date: January 11, 2019

Summary:

Slogar LLC has applied for a transfer of a Hotel and Restaurant Liquor License at 517 2nd Street. Staff submits the following findings regarding the application:

1. Notice of public hearing on the application was posted on the premise at least 10 days prior to the public hearing, and notice was published in the *Crested Butte News* on January 18, 2019.
2. A complete application has been submitted and all application fees have been paid.
3. It appears from evidence submitted that the applicant is entitled to possession of the premises for which the application for a transfer of a liquor license has been applied.
4. It is confirmed that the sale of liquor on the premises is not a violation of zoning, building, health and fire laws or regulations.
5. There is an existing Hotel and Restaurant Liquor License at the location, and in the two years prior to the application for transfer there has not been a denial of an application by the Local Liquor Licensing Authority (Crested Butte Town Council) at the location.
6. The Crested Butte Marshal's Department has conducted a background investigation concerning the principals of Slogar LLC: Malia Jones, Ian Scott, and Ayla Scott. Fingerprints have been submitted to CBI/FBI.
7. New owners of the restaurant are asking to reinstate the patio area as part of the license area, which is an expansion of the liquor area. As a part of this expansion, the previous Restrictive Covenant Agreement would need to be amended and be signed by the owners of the property. Conditions set forth for most restaurant/bar patio seating areas adjacent to residential neighborhoods have a 9:00 pm curfew, outdoor amplified music is prohibited, and patio seating area is limited to the original area of 22'x22' (484 square feet). It is suggested that these conditions be applied by the Council to an amended Restrictive Covenant Agreement.

Recommendation:

Staff recommends the application for the transfer of the Hotel and Restaurant Liquor License to Slogar LLC be approved with an amended and restated Restrictive Covenant Agreement to be signed by the owners of the property with the following conditions for the patio seating area:

- 9:00 p.m. curfew;
- Outdoor amplified music is prohibited; and
- Patio seating area is limited to the original approved area of 22'x22' (484 square feet).

Recommended Motion:

Motion to approve the transfer of a Hotel and Restaurant Liquor License to Slogar LLC and to allow the expansion of the liquor license area into the patio area requiring an amended and restated Restrictive Covenant Agreement with the three proposed additional conditions.

DR 8404 (11/02/18)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

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

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

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

2a. Trade Name of Establishment (DBA)
State Sales Tax Number
Business Telephone
[REDACTED]
(970)349-5763

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 517 2nd St

City
County
State
ZIP Code
 Crested Butte
Gunnison
CO
81224

4. Mailing Address (Number and Street)
City or Town
State
ZIP Code
 PO Box 2988
Crested Butte
CO
81224

5. Email Address
 slogarqueen@gmail.com

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Slogar Bar & Restaurant	[REDACTED]	Hotel & Restaurant	12-18-2019

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License.....\$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1,200.00 <input checked="" type="checkbox"/> Application Fee for Transfer.....\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R.....\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 <input type="checkbox"/> Master File Location Fee\$25.00 X Total _____ <input type="checkbox"/> Master File Background\$250.00 X Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
Section B Liquor License Fees	
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X Total _____ <input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00	

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

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

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

Application Documents Checklist and Worksheet

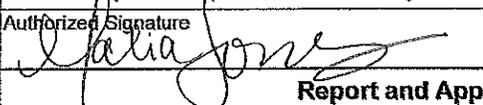
Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted
<p>I. Applicant information</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input checked="" type="checkbox"/> E. Additional information may be required by the local licensing authority <input checked="" type="checkbox"/> F. All sections of the application need to be completed
<p>II. Diagram of the premises</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<p>III. Proof of property possession (One Year Needed)</p> <ul style="list-style-type: none"> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
<p>IV. Background information and financial documents</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentGO. The Vendors are as follows: IdentGO - https://uenroll.identogo.com/ Phone: (844)539-5539 (toll-free) IdentGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting by American Bioidentity – Details to be announced <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<p>V. Sole proprietor/husband and wife partnership (if applicable)</p> <ul style="list-style-type: none"> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<p>VI. Corporate applicant information (if applicable)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
<p>VII. Partnership applicant information (if applicable)</p> <ul style="list-style-type: none"> <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
<p>VIII. Limited Liability Company applicant information (if applicable)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
<p>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application</p> <ul style="list-style-type: none"> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

DR 8404 (11/02/18)

Name Slogar, LLC	Type of License Hotel / Restaurant	Account Number NIA
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? NIA		<input type="checkbox"/> <input type="checkbox"/>
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, <u>exactly</u> as they appear on the lease:		
Landlord MB Chicken Little, LLC	Tenant Slogar, LLC	Expires 11-29-2020
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name Jones	First Name Hali	Date of Birth [REDACTED] FEIN or SSN [REDACTED] Interest/Percentage 5%
Last Name _____	First Name _____	Date of Birth _____ FEIN or SSN _____ Interest/Percentage _____
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. <i>Operating Agreement</i>		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? NIA		<input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? NIA If "yes" a copy of license must be attached.		<input type="checkbox"/> <input type="checkbox"/>
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation NIA		<input type="checkbox"/> <input type="checkbox"/>
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>
(c) How long has the club been incorporated?		_____
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) NIA		<input type="checkbox"/> <input type="checkbox"/>

DR 8404 (11/02/18)

Name Slogar LLC		Type of License Hotel/Restaurant	Account Number NIA	
21. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?		NIA		Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				Yes <input type="checkbox"/> No <input type="checkbox"/>
22. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager JONES		First Name of Manager Malia		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
24. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		NIA		Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager NIA		First Name of Manager NIA		
25. Tax Dstraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				
				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Malia Jones	Home Address, City & State 701 Red Lady Aweed 81224 Crested Butte,	DOB [REDACTED]	Position Owner	%Owned 41
Name Ayla Scott	Home Address, City & State 722 Belview CO 81224 Crested Butte,	DOB [REDACTED]	Position Owner	%Owned 27
Name Ian Scott	Home Address, City & State 722 Belview CO 81224 Crested Butte,	DOB [REDACTED]	Position Owner	%Owned 27
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				
Name Slogar, LLC		Type of License Hotel/Restaurant	Account Number NIA	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title Malia Jones, General Manager		Date 11/29/18
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority November 30, 2018		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) February 4, 2019		

DR 8404 (11/02/18)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

Fingerprinted
 Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

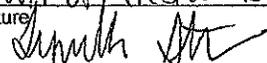
(Check One)

Date of inspection or anticipated date _____
 Will conduct inspection upon approval of state licensing authority

<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?	N/A	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	N/A	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for Town of Crested Butte		Telephone Number 970-349-5338	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print Lynelle Stanford	Title Town Clerk	Date 12-3-2018
Signature	Print	Title	Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Slogar, LLC

is a

Limited Liability Company

formed or registered on 11/14/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181891905 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/27/2018 that have been posted, and by documents delivered to this office electronically through 11/28/2018 @ 13:22:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/28/2018 @ 13:22:26 in accordance with applicable law. This certificate is assigned Confirmation Number 11248190 .



Secretary of State of the State of Colorado

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20181891905 of
Slogar, LLC

Colorado Limited Liability Company

(Entity ID # 20181891905)

consisting of 4 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/27/2018 that have been posted, and by documents delivered to this office electronically through 11/28/2018@13:24:41.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/28/2018 @ 13:24:41 in accordance with applicable law. This certificate is assigned Confirmation Number 11248199



Wayne W. Williams

Secretary of State of the State of Colorado

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

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



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

Colorado Secretary of State
 Date and Time: 11/14/2018 12:05 PM
 ID Number: 20181891905
 Document number: 20181891905
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

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

Slogar LLC

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

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

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

Street address

517 2nd Street

(Street number and name)

Crested Butte

(City)

CO

(State)

81224

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

PO Box 2988

(Street number and name or Post Office Box information)

Crested Butte

(City)

CO

(State)

81224

(ZIP/Postal Code)

Colorado

(Province – if applicable)

United States

(Country)

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

Name

(if an individual)

Jones

(Last)

Malia

(First)

Louise

(Middle)

(Suffix)

or

(if an entity)

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

Street address

701 Red Lady Ave

(Street number and name)

Crested Butte

(City)

CO

(State)

81224

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 462

(Street number and name or Post Office Box information)

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

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

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

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

Name
 (if an individual) Jones Malia Louise
(Last) (First) (Middle) (Suffix)

or

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

Mailing address PO Box 462
(Street number and name or Post Office Box information)

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

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

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

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Jones	Malia	Louise	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 462			
<i>(Street number and name or Post Office Box information)</i>			
Crested Butte	CO	81224	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>		<i>(Country)</i>	

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

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

Disclaimer:

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

Slogar LLC**Members:****Malia Jones (registered agent)****Physical Address:**

701 Red Lady Avenue

Crested Butte, CO 81224

Mailing Address:

PO Box 462

Crested Butte, CO 81224

Ayla Scott**Physical Address:**

722 Belleview Ave

Crested Butte, Co 81224

Mailing Address:

PO Box 3121

Crested Butte, CO 81224

Ian Scott**Physical Address:**

722 Belleview Ave

Crested Butte, CO 81224

Mailing Address:

PO Box 3121

Crested Butte, CO 81224

Hali Jones**Physical Address:**

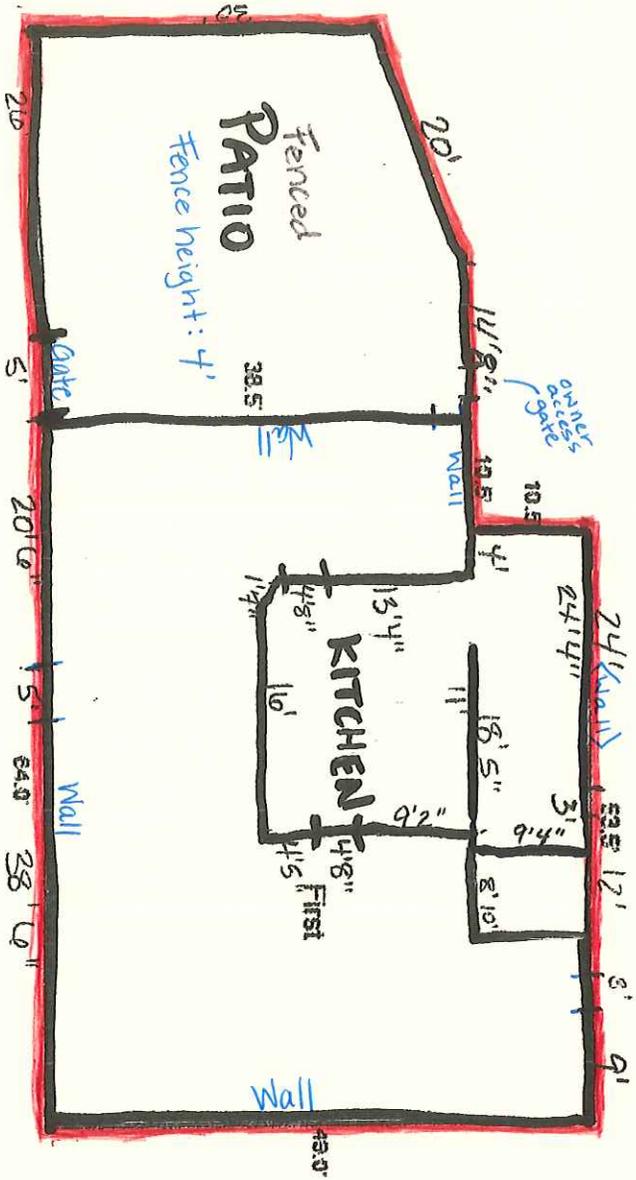
15 Marcellina Unit 101

Mt Crested Butte, CO 81225

Mailing Address:

PO Box 2657

Crested Butte, CO 81224



— = Liquor Premises

The Slogar
517 2nd St

From: [Jessica Earley](mailto:Jessica.Earley@infionline.net)
To: owlck35@infionline.net
Cc: [Lynelle Stanford](mailto:Lynelle.Stanford@crestedbutte-co.gov); [Michael Yerman](mailto:Michael.Yerman@crestedbutte-co.gov); mariactaylor@gmail.com; colehtaylor@gmail.com
Subject: RE: Patio Use @ Slogar Restaurant
Date: Tuesday, January 22, 2019 1:05:44 PM

Hello there John,

Thanks very much for your email and comments. The Council will receive your comments prior to the meeting via email and also as part of their packet. I wanted to respond to a couple of your questions ahead of the Council meeting to provide you a bit more information. The suggested conditions for the Council's review of this patio area are:

- 9:00 pm curfew
- prohibition on outdoor amplified music
- the patio seating area is limited to the original approval area of 22'x22' (484 sf)

Generally, other patio seating areas, due to snow and cold, are only used from about Memorial Day to end of October.

Enclosing the patio area would require going before the Board of Zoning and Architectural Review (BOZAR) and if this was proposed, you as a neighbor would receive another adjacent property notification at that time.

Additional parking is not required as part of this request. They have quite a lot of parking provided onsite for both the residences and restaurant on both the North and South of the building.

If you are interested in attending the meeting, we will have more firm times for the agenda by mid next week. Please just let me know if you have any other questions.

Thanks much,
 Jessie

Jessie Earley
 Assistant Design Review & Historic Preservation Coordinator
 Town of Crested Butte
 PO BOX 39
 Crested Butte, CO 81224
 (970) 349-5338
 Please consider the environment before printing this email.

-----Original Message-----

From: John Taylor [<mailto:owlck35@infionline.net>]
 Sent: Monday, January 21, 2019 11:02 AM
 To: Lynelle Stanford <lstanford@crestedbutte-co.gov>
 Cc: Maria Taylor <Mariactaylor@gmail.com>; Cole Taylor <colehtaylor@gmail.com>
 Subject: Patio Use @ Slogar Restaurant

Hi Lynelle, Thank you for the opportunity to comment on the request by Slogar LLC to reinstate the outdoor patio and to expand the liquor license to include that area.

On behalf of the Taylor family (the owners of 509 2nd) I would like to bring to the attention of the Council our concerns. The area that would be most impacted by this application is clearly a "mixed use" neighborhood that consists of both business and residential uses. In view of the nature of the neighborhood we would ask the Council to consider the hours which the Patio would be opens.i.e. how late at night;

And how long a season would the Patio be open;
And, will the Patio be hosting live music;
And, will the applicants be using fossil fuel(gas) to heat the outdoor space;
And will the applicants also be considering at some future date the possibility of enclosing the Patio space;
And finally, will the applicants need to provide additional parking to serve their expanded use w/in the neighborhood.

Thank you for your consideration of these issues. And I would ask that you make this letter part of the councils package for consideration of this application non Feb 4th.

Best John Taylor

From: [Catherine Miller](#)
To: [Lynelle Stanford](#)
Subject: Slogar Zoning/ Notice of New Business
Date: Thursday, January 31, 2019 1:42:02 PM

Hi Lynelle,

Thank you for taking time to answer a few questions for me regarding the zoning change at Slogar.

To: Crested Butte Town Council
From: Tom and Catherine Miller
Address: 125 Whiterock Avenue

As you are aware, Slogar is located in a residential area of Crested Butte and is completely surrounded by homes. The only other business in direct proximity is Scarp Ridge Lodge – which also serves to house individuals.

Slogar has always catered to families, and as such, has always been cleaned up and quiet shortly after the dinner hour – which is appropriate for this section of town.

Due to the location of Slogar in the center of a residential part of Crested Butte, I agree with the recommended restrictions of:

- 9:00 p.m. Curfew for the Outdoor Area
- 10:00 p.m. Curfew for the Business at Large
- Prohibition of Amplified, Outdoor Music
- Limit Patio Seating to the Original Area
- 10:00 p.m. Curfew for Outdoor Clean Up and Trash Disposal – this too is a very noisy process

Thank you for considering our recommendation.

Sincerely,

Tom and Catherine Miller



Staff Report

February 4, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
Subject: Brush Creek

At the Council meeting on January 22nd the Council approved the Memorandum of Consent agreeing to allow the developer to proceed with an application for preliminary plan subject to the same three conditions that the Town of Mt. Crested Butte had previously approved. During the discussion Council member Cowherd suggested that the Council draft a letter providing some explanation to the applicant and the community on the rationale behind those conditions. To further that idea Council members Cowherd and Haver have drafted the attached letter for Council consideration.

To: Citizens of Crested Butte and Gunnison County

Re: The Corner at Brush Creek development project.

Following the Gunnison County sketch plan approval that set a condition formally asking three of the MOA parties to agree to allow the developer to move to preliminary plan, the Towns of Mt. Crested Butte and Crested Butte have met numerous times to see if they could find common ground on appropriate development terms and conditions for the best use of the Brush Creek 14.3 acre parcel.

Crested Butte is one of the four entities that participated in the purchase of this publicly owned parcel and is the one who will be most affected by how this property is developed. The Crested Butte Town Council has participated in multiple joint meetings with the Mt. Crested Butte Town Council. Many issues were debated and carefully weighed in an effort to define the overall community needs for that parcel balanced with the maximum allowable residential density that can remain compatible with the surrounding neighborhoods and the northern end of the Valley.

To go back to the beginning of this process the primary objectives identified for the Brush Creek property in the initial Request for Qualifications issued in March of 2017 were:

- To construct a project that will improve the housing choices available for current and future residents of the Upper East River Valley
- To provide public amenities and transportation choices that benefit residents of the project and the County.

The Town of Crested Butte respects the Gunnison County Land Use Resolution process and has boiled all the major issues down to adding an additional 3 conditions to the 41 conditions set by Gunnison County Board of County Commissioners. The Towns of Mt. Crested Butte and Crested Butte both voted to allow The Corner at Brush Creek project to proceed to the preliminary plan phase subject to the following conditions:

1. Five acres of the site shall be set aside to the MOA parties for such future uses as the MOA parties may determine, consistent with the terms and processes contained in the MOA
2. The total number of residential units for the remainder of the parcel (after 5 acres are set-aside to be retained by the MOA parties) shall not exceed 156 units.
3. The developer shall provide two (2) parking spaces for every unit constructed, to be provided contemporaneous with the construction of the units.

1. Five acres of the site shall be set aside to the MOA parties for such future uses as the MOA parties may determine, consistent with the terms and processes contained in the MOA. Both Towns are limited in our ability to expand or create new additional parking areas within the communities. The parking analysis recently conducted by the Town of Crested Butte identified a shortfall of 232-403 parking spaces during the peak summer season weekdays and weekends. Mt. Crested Butte has limited public parking and ultimately the capacity of skiers on the slopes will be dictated by how many

cars and people the two towns can accommodate. Both communities and CBMR are all actively looking at ways to create additional parking spaces within the existing physical areas that we control, however, we are concerned that this will not be enough in the long run. Shortfalls in parking are a concern for all ski area communities.

It is important for transit parking to be as close to town and the ski resort as possible and this is the only suitable property for which we currently have public control. Our hope is to provide needed parking in an optimal location as our community grows.

While parking appears to be the identified need of greatest concern at this time, the Towns will have to work with the other parties to the MOA, Gunnison County and Crested Butte Mountain Resort, to decide how the property would ultimately be used and to plan for development.

2. The total number of residential units for the remainder of the parcel (after 5 acres are set-aside to be retained by the MOA parties) shall not exceed 156 units. One hundred and fifty six (156) units represents a substantial increase in density over what is currently established in the Brush Creek Road corridor. However a project of this size and density compared to the immediate neighborhood ensures a minimum level of compatibility while still providing almost 17 units per acre for the 9.3 acres of developable land. The highest established density in the area now is 15units /acre at Stallion Park.

While this property should be developed with a higher density than the surrounding neighborhoods to accommodate affordable housing, the project should strive to maintain the mountain community character and flavor of the Upper East River Valley. A 156 unit project developed onto 9.3 acres will provide a substantial amount of rental housing needed in the area and will be the largest development of its kind in all of Gunnison County. Providing up to 156 units is a good faith effort at compromise by increasing allowable density while ensuring compatibility.

3. The development must provide for at least two parking spaces for every unit constructed to be provided contemporaneous with the construction of the units. The LUR requires two spaces per unit and because this property is outside of town, we believe most people who live here will have cars. By providing for sufficient parking, this will be a community where parking is not an issue that causes conflict amongst neighbors. Guest parking and snow storage will also be accommodated equally throughout the development by requiring the current LUR standard.

The Town of Crested Butte is committed to supporting efforts of RTA and/or Mt. Express to eventually serve this location. However, neither of these publically funded transit services has indicated that they have sufficient funding to begin service in the near future and thus convenient transit may not be immediately available and residents will remain dependent on personal vehicles for some time.

Under the conditions stipulated above, the Town of Crested Butte has consented to allow the developer to submit an application for preliminary plan that will increase the supply of affordable rental units in the community while balancing the impacts of a large development. By requiring these

three conditions, we are acknowledging and respecting the overall community goal of maintaining the character of our built and natural environment.

The Town of Crested Butte remains committed to efforts to provide additional affordable housing to serve the workforce in Gunnison County. These efforts take a variety of forms including but not limited to developing for-sale units in Paradise Park, tap fee assistance for deed restricted units, provisions for accessory dwelling units, financial support for the Gunnison Valley Regional Housing Authority, and affordable housing requirements for annexations. Crested Butte has successfully secured 221 affordable or deed restricted units within our small community over the last 30 years.

Only after a good faith effort by the proponent to include the 3 conditions described can the Town of Crested Butte agree to allow the Brush Creek property to be sold. The Town has defined the values and priorities to be included on this parcel for any development and sincerely hopes that the current proposal will move forward with respect and without unnecessary rhetoric that promotes division within our community. This is an opportunity for the proponent to support the overall values and needs of the community while also producing a project that satisfies a majority of the housing needs of the Valley. The Town of Crested Butte reserves our right to continue to submit comments as a review agency on the application as it goes forward.

Respectfully,

Town Council of the Town of Crested Butte

Agenda
BOARD OF ZONING and ARCHITECTURAL REVIEW
Tuesday
January 29, 2019

- 6:00 Call to Order.
- 6:03 Review and approve the minutes from the **December 18, 2018** BOZAR meeting.
- 6:05 Withdrawal of the application of **Robert V. Hunt** to seek re-approval of the August 30, 2016 plans to construct a residential/commercial building to be located at 612 Third Street, Block 39, the West 75' of Lot 17 in the C zone. (Cowherd)
- A conditional use permit for a residential unit in the C zone is required.
- A conditional waiver of a non-conforming aspect with respect to minimum lot size in the C zone is required; minimum lot size is 2,500 sf and existing is 1,875 sf.
- Payment in lieu of up to one (1) off-street parking space is requested.
- Architectural approval is required.
- 6:07 Consideration of the application of **Michael N. Graber and Martha A. Graves** to site a multi-family residence (four-plex) to be located at 729/731 Gothic Avenue, Block 58, Lots 31-32 in the R4 zone.
- Architectural approval is required.
- A conditional use permit for a multi-family residence (four-plex) in the R4 zone is required.
- 7:20 Insubstantial review requested by **Richard Melnick** to revise the plans for the accessory building to be located at 915 Belleview Avenue, Block 75, Tract 5 in the R1D zone.
- An insubstantial determination is requested.
- 7:40 Insubstantial determination requested by **Jeff Hermanson** to make revisions to the decks to include a rounded deck on the rear (South) elevation at the existing single family residence located at 14 Gothic Avenue, Block 18, Lots 9-10 in the R1 zone.
- An insubstantial determination is requested
- 8:00 Discussion of an amendment regarding subdivision exemption.
- 8:20 Discussion about window types for the Block 76, 77, 78, 79 and 80 proposal.
- 8:40 BREAK**
- 8:50 Consideration of the application of **Town of Crested Butte in conjunction with Bywater LLC** to construct a triplex to be located at 822/824/826 Gothic Avenue, Block 76, Lot 2 in the R2A zone. (Barney/Wisian)
- Architectural approval is required.
- A conditional use permit for a three-family dwelling in the R2A zone is required.
- 9:40 Consideration of the application of **Town of Crested Butte in conjunction with Bywater LLC** to construct a duplex and one cold accessory building to be located at 802/804 Gothic Avenue, Block 76, Lot 6 in the R2A zone. (Barney/Wisian)
- Architectural approval is required.
- 10:30 Insubstantial determination requested by the **Town of Crested Butte in conjunction with Bywater LLC** to move Unit A's cold accessory building to be attached to the front (northeast) of the duplex to be located at 812, 814 Gothic Avenue, Block 76, Lot 04 in the R2A zone. (Barney/Wisian)
- An insubstantial determination is requested.
- 10:50 Miscellaneous:
 o DRC for February 11 and 19: Davol and Ellis (BOZAR – February 26th)
 o DRC for March 11 and 18: _____ (BOZAR – March 26th)
- 11:00 Adjourn

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

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

**February 5, 2019
6:00 PM
COUNCIL CHAMBERS**

AGENDA

Call to Order

Roll Call

Approval of the January 15, 2019 Regular Town Council Meeting Minutes

Reports

- Town Manager's Report
- Town Council Reports
- Mountain Express Annual Report
- ICELab - Daniel Marshall, Director of Programming

CORRESPONDENCE -

OLD BUSINESS-

NEW BUSINESS –

Discussion and Possible Consideration of the Designation of the Official Notice Posting Place For 2018 – Tiffany O'Connell

Discussion and Possible of Financial Support to the Sustainability Tourism and Recreation (STOR) Committee – Cathie Pagano

Discussion and Possible Consideration of Ordinance No. 01, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Amending Chapter 21, Zoning, Article II, Administration, Adding a New Section 21-28, Concept Plan Review, and Renumbering the Remainder of the Article of the Town Code of the Town of Mt. Crested Butte Colorado – First Reading – Carlos Velado

Discussion and Possible Consideration of Ordinance No. 2, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado Adopting an Additional Appropriation for the Fiscal Year Ending December 31, 2018 – First Reading – Karl Trujillo

Discussion and Possible Consideration of a Planning Commission Recommendation to the Town Council on a Variance Application for Lot 23 Chalet Village Addition 6, AKA 71 Cinnamon Mtn. Road, Requesting a Front Setback of 8' From a Required 20' Setback, Submitted by Lachlan and Skye Stevens - Todd Carroll

OTHER BUSINESS –

PUBLIC COMMENT – *Citizens may make comments on items not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments are limited to five minutes.*

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

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February 5, 2019
6:00 PM
COUNCIL CHAMBERS

EXECUTIVE SESSION – Negotiations – East Trade Parcel Annexation Agreement - C.R.S.
24-6-402(e)(1)

ADJOURN

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance. Public comment on these agenda items is encouraged.

GUNNISON COUNCIL AGENDA
MEETING IS HEAD AT CITY HALL, 201 W. VIRGINIA AVENUE
GUNNISON, CO, IN THE 2ND FLOOR COUNCIL CHAMBERS
 Approximate meeting time: 2.5 hours

TUESDAY,**JANUARY 22, 2019****REGULAR SESSION****5:30 P.M.****I. Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):****II. Citizen Input: (estimated time 3 minutes)**

At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado, Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.

III. Council Action Items:

A. Consent Agenda: *The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non- controversial. The agenda items will not be separately discussed unless a councilor, City staff, or a citizen requests an item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*

○ **Approval of the January 8, 2019 Regular Session meeting minutes**

Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes.

Staff contact: City Clerk Erica Boucher

○ **Equipment Vehicle Purchase Request**

Background: The approved budget includes the purchase of seven (7) vehicles for various departments in the city.

Staff contact: Public Works Director David Gardner

Action Requested of Council: A motion, second and vote to approve the Consent Agenda as presented with the following items:

- Approval of the January 8, 2019, Regular Session meeting minutes; &
- Approval to purchase equipment vehicles for 2019

Estimated time: 5 minutes

B. Ordinance No. 1, Series 2019, First Reading: An Ordinance of the City Council of the City of Gunnison amending Sections: 2.3 Designated Housing

Types; 2.4 Principal Use Table; 2.6 Base Zone District Dimensional Standards; 3.3 Residential Use Standards; and 4.4 Off-Street Parking and Loading within the *City of Gunnison Land Development Code*

Background: As part of Council's Strategic Plan priorities of Livable and Affordable Housing and Economic Prosperity, the text amendment is based off recommendations within the *Gunnison Vibrancy Initiative Report* and the *Land Development Code Diagnosis*.

Staff contact: Interim Community Development Director Andie Ruggera

Actions Requested of Council:

1. A motion to remand the height dimensional standard and design standards proposed for the B1 zone district back to the planning and Zoning Commission for further discussion and modifications.
2. Introduce, read by title only, motion, second and vote to pass and order published Ordinance No. 1, Series 2019 on first reading.

Estimated time: 15 minutes

C. Water Update

Background: UGRWCD periodic update on water matters pertaining to Gunnison Valley.

Community contact: Frank Kugel

Action Request of Council: This is a discussion item only. No action is requested of Council.

Estimated time: 30 minutes

D. Appointment of Parks and Recreation Advisory Council (PRAC) members

Background: On May 4, 2016, City Council adopted Resolution No. 4, Series 2016, which established the Parks and Recreation Advisory Committee. The Resolution states that members are to be appointed by Council and shall serve a period of two years, or until their successors are qualified and appointed. Terms for PRAC run from the date of appointment through December 31st of the appropriate year. Two members of the PRAC terms expired December 31, 2018. Two letters of interest were received for (re-) appointment to PRAC. The letters were from Layne Nelson and Kathleen Kinkema.

Staff contact: Parks and Recreation Director Dan Ampietro

Action Requested of Council: To consider the re-appointment of candidates to the Parks and Recreation Advisory Committee.

Estimated time: 10 minutes

E. Strategic Plan Review and Update

Background: 14 months have passed since the City Council of the City of Gunnison adopted its Strategic Plan. The Strategic Plan included strategic results in four priority areas. Those are Infrastructure and Safety, Public Engagement, Affordable Housing, and Economic Prosperity. At the January 14, 2019, work session City Council reviewed progress and proposed changes to the 2017 Strategic Plan and provided feedback to staff to bring the following changes (See Section 2) back to the Council to amend the 2017 Strategic Plan.

Staff contact: City Manager Russ Forrest

Action Requested of Council: A motion to make the proposed amendments to the 2017 Strategic Plan as listed in Section 2 of this memorandum.

Estimated time: 10 minutes

F. Housing Authority Discussion

Background: Ballot Measure 6A did not pass on November 6th, 2018; therefore, Council continues to discuss affordable housing in the Gunnison Valley.

Council contact: Mayor Gelwicks

Action Requested of Council: To have a discussion regarding affordable housing and to provide direction to the Mayor on how to proceed with the Gunnison Valley Regional Housing Authority.

Estimated time: 15 minutes

G. Reports:

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

City Councilors with City-related meeting reports; discussion items for future Council meetings

V. Meeting Adjournment

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov. Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

GUNNISON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING & REGULAR MEETING

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DATE: Tuesday, January 22, 2019

Page 1 of 2

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

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

- 9:30 • Amendment; Declaration of Grants, Covenants, Conditions & Restrictions; Rock Creek Village

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 9:35 • Call to Order; Agenda Review
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
1. Ratification of County Manager's Signature; Memorandum of Understanding; Gunnison County & Colorado Energy Office
 2. Ratification of BOCC Chair Signature; Grant Application; Historic Preservation Commission & History Colorado; \$17,451
 3. Acknowledgement of County Manager's Signature; Agreement for Receipt of Court Security Grant Funds; \$42,057
 4. Memorandum of Understanding; Gunnison County & Six Points Evaluation & Training, Inc.; \$12,000
 5. Memorandum of Understanding; Gunnison County & Safe Ride; \$4,500
 6. Memorandum of Understanding; Gunnison County & Project Hope; \$10,000
 7. Memorandum of Understanding; Gunnison County & Gunnison Valley Animal Welfare League; \$7,000
 8. Memorandum of Understanding; Gunnison County & Gunnison Country Food Pantry; \$5,700
 9. Memorandum of Understanding; Gunnison County & Gunnison Conservation District; \$5,000
 10. Memorandum of Understanding; Gunnison County & Center for Mental Health; \$11,000
 11. Memorandum of Understanding; Gunnison County & Crested Butte/Mt Crested Butte Bartenders and Servers Association, Inc.; \$5,000
 12. Liquor Licenses; CMC F&B LLC dba Cimarron Mountain Club & Almont Resort Inc. dba Almont Resort
 13. Agreement; Gunnison County & Gunnison Conservation District; Consulting Services
 14. Ratification of County Manager's Signature; Consulting Agreement; Gunnison County & Cochran Fish & Wildlife Consulting, LLC
 15. Contractor Agreement; Janitorial Services; Gunnison County & T&A Enterprises
 16. Grant Extension Request; Department of Local Affairs & Gunnison County; EIAF #8682 – Coal Mine Methane Facilitation
 17. Amendment; Declaration of Grants, Covenants, Conditions & Restrictions; Rock Creek Village
- Scheduling
- 9:40 • County Manager's Reports
- 9:50 • Deputy County Manager's Report
1. Intergovernmental Agreement; Montrose County; Winter Road Maintenance
 2. Colorado Department of Transportation; Highway Users Tax
- 10:00 • Boundary Line Adjustment; Roberts Land & Cattle LLC
- 10:05 • Request for Amendment to Protective Covenants; Whetstone Industrial Park

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING & REGULAR MEETING**

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DATE: Tuesday, January 22, 2019

Page 2 of 2

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

- 10:10
- Vouchers and Transfers
 - November 2018 Sales Tax & Local Marketing District Reports
- 10:15
- Treasurer's Report
 - John Biro, Lake Irwin Coalition v. JW Smith, et al.; 2017CV030060; Joinder of the Board of County Commissioners of the County of Gunnison, Colorado; Possible Executive Session Pursuant to Colo. Rev. Stat. §24-6-402(4)(b) Conference with the County Attorney and Deputy County Attorney to receive legal advice; and Colo. Rev. Stat. §24-6-402(4)(e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators
 - **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - **Adjourn**

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

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DATE: Tuesday, January 29, 2019

Page 1 of 1

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 8:30
- Gunnison County Boards and Commissions Interviews:
 - 8:30 am; Environmental Health Board – Eddy Balch
 - 8:40 am; Environmental Health Board – Bill Barvitski
 - 8:50 am; Environmental Health Board – Ashley Bembenek
 - 9:00 am; Environmental Health Board – Corey Bryndal
 - 9:10 am; Environmental Health Board – Lucinda Clauter-Lull
 - 9:20 am; Environmental Health Board – Lynn Cudlip
 - 9:30 am; Extension Advisory Committee – Janet Washburn
 - 9:40 am; Veterans Service Officer – Steve Otero
 - 9:50 am; Gunnison Valley Regional Housing Authority – Kelly McKinnis
 - BREAK**
 - 10:20 am; Gunnison Valley Regional Housing Authority – Scott Cox
 - 10:30 am; Historical Preservation Commission – Jody Reeser
 - 10:40 am; Historical Preservation Commission – Larry McDonald
 - 10:50 am; Historical Preservation Commission – Jordan Selk-Johnson
 - 11:00 am; Library Board of Trustees – Bruce Bartleson
 - 11:10 am; Library Board of Trustees – Doris Kuiper
 - 11:20 am; Library Board of Trustees – Kerry Lefebvre
 - 11:30 am; Planning Commission – AJ Cattles
 - 11:40 am; Planning Commission – Kent Fulton
 - LUNCH BREAK**
 - 1:30 pm; Planning Commission – Diego Plata
 - 1:40 pm; Planning Commission – Laura Puckett Daniels
 - 1:50 pm; Planning Commission – Daniel Spivey
 - 2:00 pm; Region 10 – Daniel Marshall
 - 2:10 pm; Region 10 – Vincent Rogalski
 - 2:20 pm; Sage Grouse Strategic Committee – Polly Oberosler
 - 2:30 pm; Tourism Association Board – Tyler Newman
 - BREAK**
 - 2:50 pm; Board of Adjustments / Board of Appeals – Jerry Kowal
 - 3:00 pm; Board of Adjustments / Board of Appeals – Les White
 - 3:10 pm; Land Preservation Board – Les White
 - 3:20 pm; Sustainable Tourism & Outdoor Recreation – Noel Durant
 - 3:30 pm; Sustainable Tourism & Outdoor Recreation – Joellen Fonken
 - 3:40 pm; Sustainable Tourism & Outdoor Recreation – Tim Kugler
 - 3:50 pm; Sustainable Tourism & Outdoor Recreation – Sue Wallace
- Adjourn

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

Start at 5PM**February 19, 2019****Public Hearing**

Appeal of BOZAR Decision

New Business

- 1) Memorandum of Understanding Between the Town of Crested Butte and the Crested Butte Fire Protection District and Crested Butte Search and Rescue Regarding Transfer and Use of Town Parcel 1, Slate River Annexation.
- 2) Resolution - WWTP
- 3) Ordinance - Sale of Phase 1 to Bywater
- 4) Discuss Annexation Process (Cypress)
- 5) Social Media Policy - Legal Matters?
- 6) Ordinance - Slogar RC
- 7) Contract with Moltz Construction - WTP Improvements Construction
- 8) Contract with JVA - Construction Management

March 4, 2019**Consent Agenda**

Letter to the USFS on Comments to the Wild and Scenic Rivers Eligibility Report.

New Business

- 1) Purchase Contract with Bywater for Town's Block 77 Duplex

Future Items

- Quarterly Financial Reports
- Heights Open Space Plat Note and Covenants
- DOLA Update
- Year-End Report from Chamber of Commerce - February
- Creative District Work Session - March
- Resolution of Substantial Compliance and Setting a Hearing Date, Slate River Annexation
- Subdivision Ordinance RE Subdivision Exemptions - March