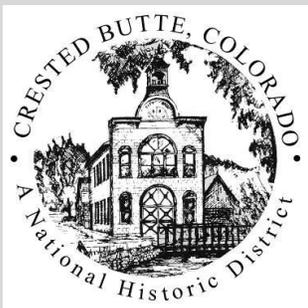


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, March 5, 2018**  
**Council Chambers, Crested Butte Town Hall**



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

**Town Council Values**

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

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

**6:00 WORK SESSION**

1) Chief Marshal Mike Reily on the Emergency Preparedness Plan.

**6:25** 2) Presentation by Ian Billick from the Met Rec District.

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

**7:02 APPROVAL OF AGENDA**

**7:04 CONSENT AGENDA**

1) February 20, 2018 Regular Town Council Meeting Minutes.

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

3) Appointment of Mel Yemma to BOZAR.

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

**7:06 PUBLIC COMMENT**

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

**7:15 STAFF UPDATES**

**7:18 NEW BUSINESS**

1) Ordinance No. 4, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of a Town Residential Property, 814 Teocalli, Crested Butte, Colorado to a Town Employee.

**7:23** 2) Ordinance No. 5, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 409 Second Street to the Gunnison County Sheriff's Department.

**7:35** 3) Ordinance No. 6, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 16 of the Crested Butte Municipal Code to Include Requirements for Long-Term Rental Units and the Use of Public Property for Private Residential Parking in the "B3" Business and "T" Tourist Zone Districts.

**7:45** 4) Discussion Regarding a Letter to the Gunnison County Planning Commission on the Scarp Ridge LLC Irwin Helipad.

**8:05** 5) Discussion and Follow-up on the Retreat Related to Council Priorities.

**8:25 LEGAL MATTERS**

**8:30 COUNCIL REPORTS AND COMMITTEE UPDATES**

**8:45 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**8:55 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

• Monday, March 19, 2018 - 6:00PM Work Session - 7:00PM Regular Council

• Monday, April 2, 2018 - 6:00PM Work Session - 7:00PM Regular Council

• Monday, April 16, 2018 - 6:00PM Work Session - 7:00PM Regular Council

**9:00 ADJOURNMENT**



# Case for De-Brucing

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GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT



# Recent District Emphasis

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- Establish long-term sustainability of District finances and thus District services
- Improve reliability of District services
- If possible, increase recreational funding and services supported by the District
- Find ways to cooperate with other organizations to leverage District facilities
- Communicate with constituents about the work of the District



# History of Gunnison MetRec District

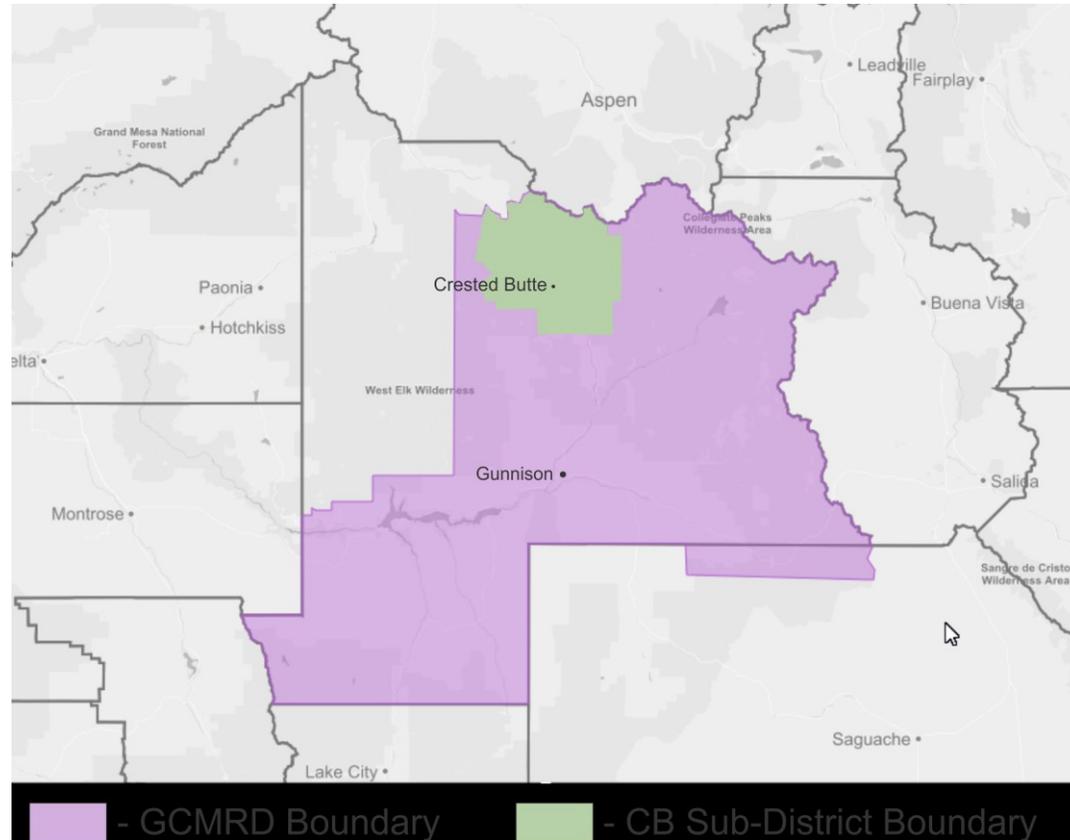
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The Gunnison Metropolitan Recreation District was formed December 21, 1978 to provide a local governmental entity that would operate the then existing television translator system in Gunnison County. Originally, broadcast stations from Denver were retransmitted to W Mountain in Gunnison from Monarch Mountain and from Gunnison to the rest of the valley. At that time, broadcast signals were analog and only the few broadcast stations could be seen in the county.

In 2001, the Service Plan for the Gunnison County Metropolitan Recreation District was amended and expanded to add Parks and Recreation Services. This allows the District to use available funding to support recreation activities and it has done so, in the past, through grants to governmental entities and non-profits for projects supporting arts and recreation.

In 2009, the television translator system went through a major and required upgrade to switch from broadcasting analog television signals to the new digital transmission standards. This was required because the Federal Communications Commission (FCC) had mandated the universal upgrade to digital TV. Fortunately, most of the costs of upgrade were paid with grant funding from the National Telecommunications Infrastructure Administration (NTIA). The digital upgrade has been a significant boon to Over the Air (OTA) viewers as it allowed the addition on new channels to the District's broadcast lineup.

# MetRec District Boundaries





# Television Translator System

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The District currently has twelve (12) translator sites that provide service to viewers in the District.

- Monarch Mountain
- Sargents
- Waunita
- Pitkin
- Parlin
- Gunnison (W Mountain)
- Comstock Mountain (Almont)
- Crested Butte South
- Sunlight Ridge (Mt Crested Butte)
- Powderhorn
- Sapinero
- Gateview

The District also provides signals to several small cable based systems in areas that OTA signals cannot be received.

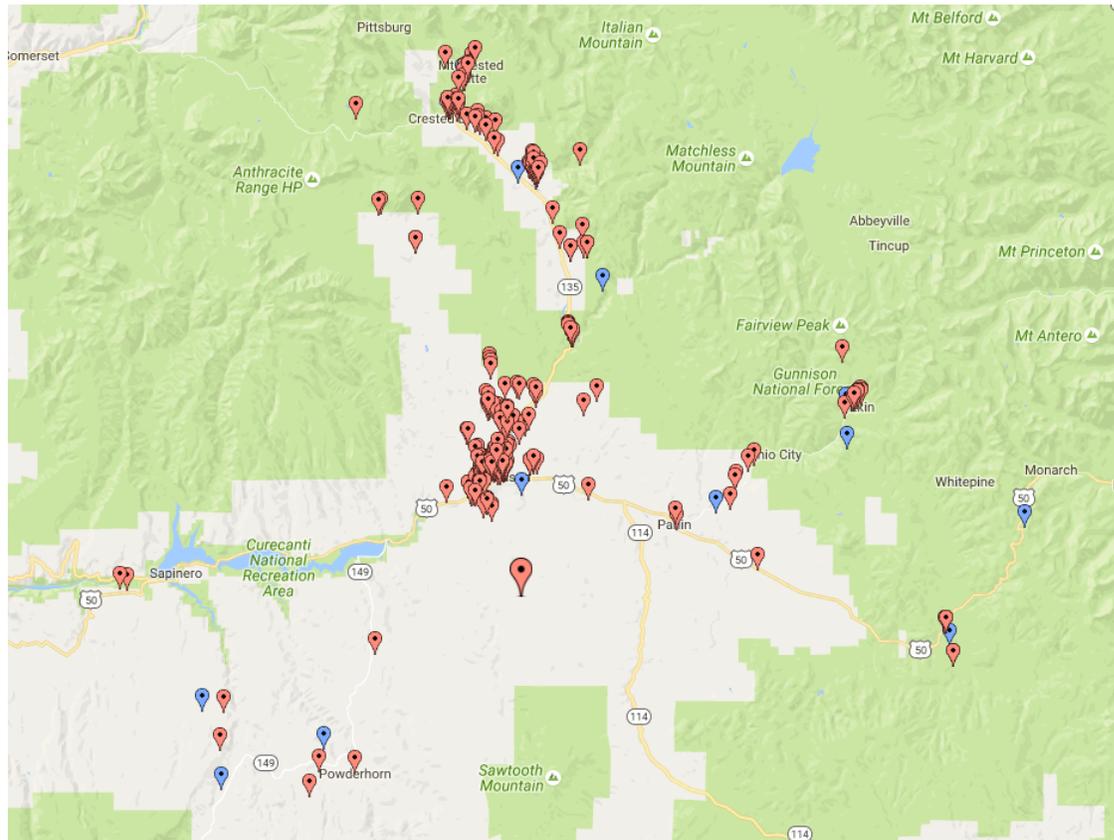
# Television Viewership

	# of Households	% of Households
Gunnison	240	62%
CB/Mt CB/CB South	98	25%
Almont	15	4%
Pitkin	14	4%
Parlin	7	2%
Sargents	6	2%
Powderhorn	4	1%

	# of Viewers	% of Viewers
Adults (18 years and older)	656	81%
Teens (13-17 years)	45	6%
Children (6-12 years)	56	7%
Young Children (0-5 years)	47	6%
Total		

# Television Viewership Map

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# Other Users of District Facilities

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The District has agreements with several entities to use the District's translator sites:

***KBUT-FM*** – broadcast locations on Sunlight Ridge, Comstock and W Mountain

***Colorado Public Radio*** – broadcast location on W Mountain

***Gunnison County Electric Association*** – radio relay sites through District

New User:

***Central Colorado Telecom*** – Microwave relay stations on Monarch Mountain and W Mountain to bring redundant high speed data services to Gunnison (Installation is underway)



# Tax Revenue

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2017 Mil Levy – 0.578 miles (\$0.578 per \$1,000 of assessed value)

2017 Tax Revenue - \$288,944 from Gunnison and Saguache country property owners with District

## Historical Perspective:

Original Maximum Mil Levy (at time of District establishment) – 1.000 mils

Mil Levy at establishment of TABOR - 0.873 mils

Mil Levy for 2018 – 0.570 mils (initial projection, subject to change)



# District Valuations

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## Current Year: 2016 values

Actual Value	\$4,473,178,729
Assessed Value	\$499,903,510
Mil Rate	0.578/thousand
Tax Collection	\$288,944.00

## Next Year: 2017 (values)

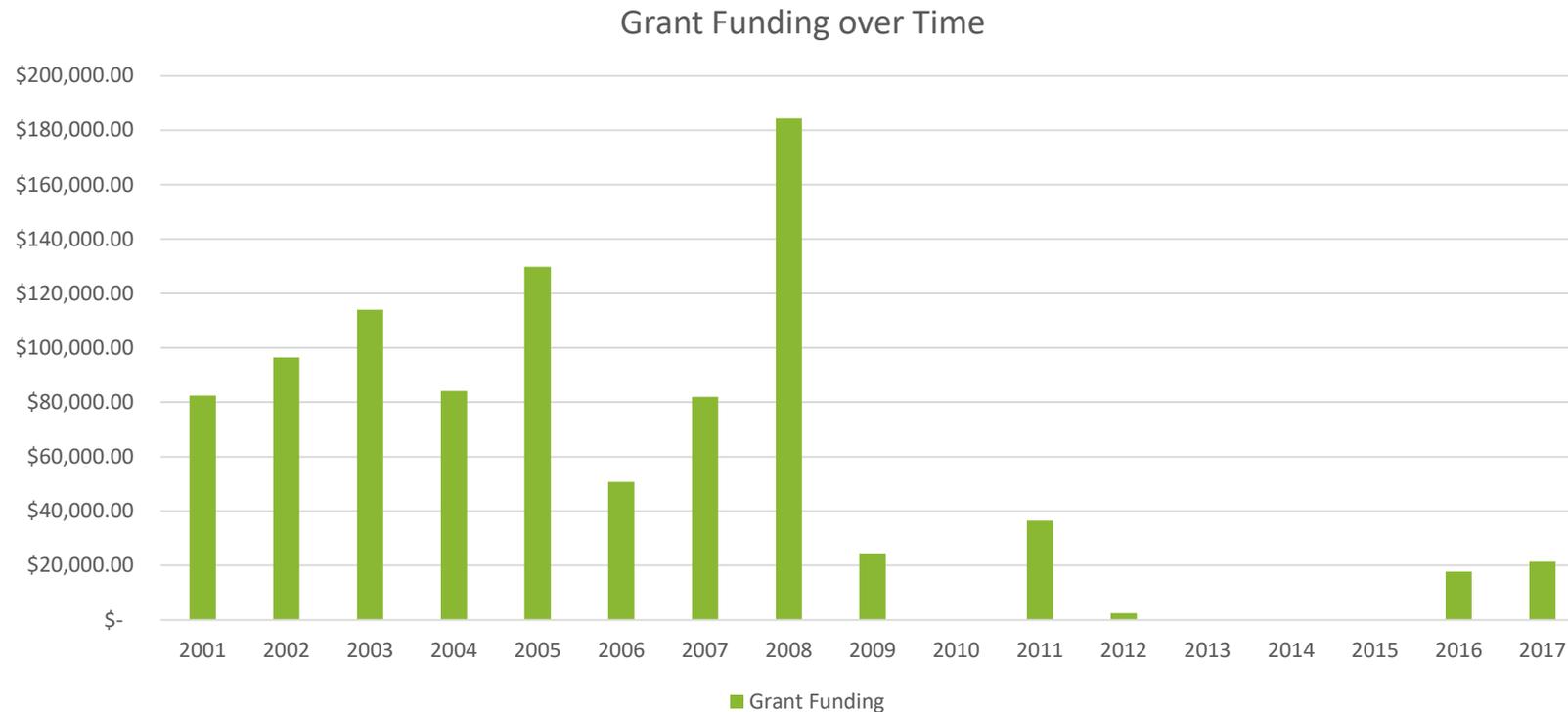
Actual Value	\$4,965,958,240
Assessed Value	\$523,988,300
Mil Rate(projected)	0.570/thousand
Tax Collection	\$298,673.33

# District Income and Expense

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	Budget 2017	Actual 2016	Actual 2015
General Fund Revenue	\$ 307,944.00	\$ 295,630.00	\$ 288,021.00
Conservation Trust Fund Revenue	\$ 72,000.00	\$ 84,675.00	\$ 72,120.00
<b>Total Revenue</b>	<b>\$ 379,944.00</b>	<b>\$ 380,305.85</b>	<b>\$ 360,141.00</b>
General Fund Expenditures	\$ 318,590.00	\$ 295,918.00	\$ 266,320.00
Conservation Trust Fund Expenditures	\$ 76,000.00	\$ 83,207.00	\$ 53,334.00
<b>Total Expenditures</b>	<b>\$ 394,590.00</b>	<b>\$ 379,125.00</b>	<b>\$ 319,654.00</b>
Excess of Revenues Over (Under) Expenditure	\$ (14,646.00)	\$ 1180.00	\$ 40,487.00

# Recreational Spending



Total 2001-2017: \$926,528



# Where Grant Money has been Spent

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Adaptive Sports Center

Artists of the West Elks

Cattlemen's Days

Center For the Arts

Crested Butte Arts Festival

Crested Butte Community School

Crested Butte Film Festival

Crested Butte Heritage Museum

Crested Butte Mountain Theatre

Crested Butte Music Festival

Crested Butte Nordic Council

Crested Butte Parks & Recreation Dept.

City of Gunnison Parks & Recreation Dept.

Gunnison Arts Center

Gunnison Community School

Gunnison Valley Observatory

Gunnison Country Partners

Gunnison County Trails Commission

Gunnison Pioneer Museum

Gunnison Public Library

Gunnison High School

Gunnison Nordic Club

Gunnison River Festival

Rocky Mtn. Biological Lab

Titan Booster Club

WSC Athletic Foundation

Plus 23 more organizations...



# District Financial Needs – Going Forward

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Although the TABOR funding guidelines take Cost of Living and population changes into consideration and always for growth to match, it does not allow for changing temporary or permanent increases in needed expenses.

The District Board of Directors asked staff to develop a Capital Replacement Plan for the future replacement of District equipment. For example, the District operates 49 television translators with a basic replacement cost of about \$10,000 and useful life of 10+ years. This amount does not include linear amplifiers, antennas, towers or other needed items.

Staff determined that we would need approximately \$728,000 for capital replacement over the next ten years. The current Capital Replacement Reserve Fund is \$142,000 and is not being increased due to operating cost requirements. Therefore, the long term survival of the television translator system is in jeopardy without the infusion of additional income.



# Capital Replacement Plan

Year	Proposed Replacement Expense
2017	\$ 37,600.00
2018	\$ 22,700.00
2019	\$ -
2020	\$ 361,925.00
2021	\$ 53,000.00
2022	\$ 112,800.00
2023	\$ 8,600.00
2024	\$ 6,950.00
2025	\$ 8,300.00
2026	\$ 116,000.00
Total	\$ 727,875.00

Current Capital Reserve Balance \$ 142,605.00

Unfunded Capital Replacement Need \$ (585,270.00)

Redirection of funds being used for Lease/Purchase of District Building could be used starting in 2021 for Capital Replacement

Amount from Lease/Purchase 2021-2026 \$ 240,000.00

Remaining Unfunded Capital Need \$ (345,270.00)

# “De-Bruce” the District

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The term “de-Bruce” is the action of having a vote of the electors of the District to remove some of the effects of TABOR. In particular, it would allow the District to utilize up to the full 1.0 mil limit that was approved by the electors at the creation of the District.

With a successful vote of the electors, the District would be able to collect additional funds in the year following the election.

## Current Funding:

$\$499,903,510 \times 0.578/1000 = \$288,944$

## Post Successful “de-Bruce” vote:

$\$523,988,300 \times 1.000/1000 = \$523,999$

Increase of \$235,055 per year maximum

# Effect on Property Owner

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## Current:

Actual Value = \$100,000

Assessed Value = \$7,960

Mil Rate =  $0.578/\$1000 = \$4.60$

\$250,000 property = \$11.50

\$750,000 property = \$34.50

## After Successful “de-Bruce”:

Actual Value = \$100,000

Assessed Value = \$7,2000

Mil Rate =  $1.000/\$1000 = \$7.20$

\$250,000 property = \$18.00 = \$6.50 increase

\$750,000 property = \$54.00 = \$19.50 increase

# Uses of Increased Tax Revenue

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With the addition of \$235, 055, the District would have sufficient funding to maintain the television translator system. Using \$75,000 per year for funding the Capital Replacement Reserve Fund would provide sufficient funds for the foreseeable future.

That would leave \$160,000 for increased recreational funding. This means that the District could:

- Increase grants for recreational facilities and programs via competitive grant program
- Fund feasibility, conceptual design, and operational planning studies to develop potential new District funded recreational facilities
- Pay a portion of operational costs for constructed recreational facilities



# Questions

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What should the MetRec District be doing if it is allowed to collect more funding from a successful De-Brucing ballot measure?

- What type of recreational projects, efforts should we be working for?

If the District is not successful, what would you like to see the District do going forward?

- Scaling back coverage area, shutting down?

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

Mayor Schmidt called the meeting to order at 7:05PM.

Council Members Present: Will Dujardin, Kent Cowherd, Chris Haver, Jackson Petito, and Laura Mitchell

Staff Present: Acting Town Manager Michael Yerman, Parks and Recreation Director Janna Hansen, and Town Attorney John Sullivan

Town Clerk Lynelle Stanford (for part of the meeting)

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

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

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

**PUBLIC COMMENT**

Jim Starr - 323 Gothic

- Recognized the Town and Town Staff for the incredible job with affordable housing.
- He listed figures that would turn things upside down. Town was not coming close to meeting the need for affordable housing identified for the next two years.
- He hoped they could come up with a list of qualified people for affordable housing.
- 25% of Town comprised of affordable housing was good for community, but they could do better.
- He said they needed to take a look at Anthracite Place. He pointed out the parking at Anthracite Place was not fully utilized.
- He urged them to work towards higher densities and changing the zoning.

### **STAFF UPDATES**

Schmidt referred to comments provided by Staff, sent in a separate email, from MacDonald. He asked if anyone had questions. He stated they could do the same with Council reports in the future. The Council would further discuss under Other Business.

### **PUBLIC HEARING**

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

Yerman explained the reasoning behind the ordinance. A new restrictive covenant was being placed on the property, based on the use approved by BOZAR. Schmidt confirmed proper public notice had been given. There was no one present who wanted to comment. There was no discussion amongst the Council.

Mitchell moved and Petito seconded a motion to approve Ordinance No. 2, Series 2018. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **NEW BUSINESS**

#### **1) Presentation of Awards for the BOZAR on the Project of the Year.**

Yerman informed the Council that they were making an effort to recognize great projects that had gone through BOZAR. Jessie Earley reviewed the awards and winners, described the projects, and she showed slides depicting the projects. Schmidt presented award certificates to those in attendance at the meeting.

#### **2) Year-End Report from the Chamber Director, Ashley Upchurch.**

Schmidt questioned how the Mardi Gras parade went, since the Council was in a joint work session. Upchurch described how they would change communication in future years.

Upchurch reviewed the numbers of visitors at both visitor centers. She stated they extended summer hours, and they would do it again next summer. She explained what the Chamber was doing to support businesses. Then, Upchurch provided a financial report, and she broke down notable expense changes, related to staff meetings and postage. She reported on details around events put on by the Chamber.

Schmidt questioned people's excitement with Bike Week. Upchurch stated they had been meeting regularly with other entities, and they wanted to make Bike Week what it used to be and could be. The discussion turned to the new Transit Center. Upchurch thought it was working.

### **3) Agreement with GVRHA for Funding and Oversight on the Duplex Build.**

Yerman explained the agreement set forth expectations moving forward with the project. He explained the terms of the agreement and income qualifications for the units. Yerman reviewed the reasons that Staff recommended approval and motions that were proposed in the staff report. Executive Director of GVRHA, Jennifer Kermode, added that the Housing Authority Board approved the agreement. Willa Williford, a workforce housing consultant, introduced herself and explained how the title work related to the financing for the land.

The Council determined it would be best for the Town to own the whole duplex, and no one disagreed.

Mitchell moved and Haver seconded a motion to authorize the Town Manager and Town Attorney to prepare a purchase contract for a duplex located at Lot 10 Block 79 of the Paradise Park Subdivision. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Mitchell moved and Petit seconded a motion to approve the contract to Buy, Sell, and Develop Real Estate for Housing with the Gunnison Valley Regional Housing Authority. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **4) Ordinance No. 3, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Conveyance of Town-Owned Property in Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State Of Colorado to Gunnison Valley Regional Housing Association.**

Schmidt read the title of the ordinance. Yerman identified a correction, Lot 11 should be Lot 16, within the body of the ordinance.

Mitchell moved and Haver seconded a motion to set Ordinance No. 3, Series 2018 for the transfer of Lot 10 Block 77 and Lots 6, 14, and 16 Block 79 to the Gunnison Valley Regional Housing Authority to a public hearing on March 19, 2018. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

## **5) Discussion and Possible Approval for Proceeding with a Letter to the Gunnison County Planning Commission on the Scarp Ridge LLC Irwin Helipad.**

Yerman updated the Council that the helipad did fall into the area within the Town's watershed, contrary to what was written in the staff report. He did not recommend that the Council send a letter ahead of a potential application for a watershed permit because it would affect how they sat as a quasi-judicial board. He thought they should protect their ability to hear such an application. Sullivan stated that a future expansion would trigger a watershed application. Yerman concurred that if the application were updated, there could be items to trigger a staff review and full-fledged permit. Yerman specified that fuel tanks, disturbance to ground, and cutting a number of trees, could all trigger Town's review. Staff advised they were venturing out of the Three Mile area. Sullivan confirmed the Council could conceivably be in a position to adjudicate something related to this matter in the future.

Schmidt opened the meeting to public comment.

Skip Berkshire - 29 Butte Ave

- It was about environmental stewardship and quality of life.
- He was struck by the values on the agenda. No fewer than three values were directly impacted by the proposal. The values warranted their comments on behalf of the citizens.
- A no comment position was unacceptable.

John Ellis - 122B Sopris

- It was a proposal to bring the first helicopter tourism into this valley.
- It would set a precedent to permit it.
- He cited wildlife found in the area and possible effects on them.
- He hoped Council weighed-in.

Sue Navy - 324 Gothic

- She was representing HCCA, and she would add personal comments.
- Navy read comments that had been provided by Matt Reed. HCCA requested that the Planning Department deny the application.
- Navy explained her concerns, including the risk to wildlife.
- She thought it would change the valley irreparably.

Jim Starr - 323 Gothic

- Suggested the Council send a letter that relayed what they were hearing from the public and the letter should clearly state the Council couldn't weigh in because of their potential quasi-judicial position in the future.
- It was certainly in the watershed.
- A disaster could cause fuel to taint the watershed.
- He recognized the avalanche danger caused by helicopters.

Harvey Castro - 712½ Maroon

- He referenced copies of letters sent by Silent Tracks and John Hess.
- Helicopter noise did not have boundaries.
- He mentioned impacts to herons.
- The presentation by Eleven was an abomination in order to get their feet in the door.

Maureen Hall - 446 Journeys End Road

- She wanted to be sure the Council received the letter from Silent Tracks.

Schmidt polled the audience. Most people in the audience raised their hands in opposition. No one raised a hand in favor. Petito questioned Sullivan on Starr's suggestion of sending a letter conveying what they heard from the public. Sullivan did not disagree. Schmidt recognized it was hard to know what the yet to be filed application might be. He recalled helicopter crashes in the past, and he acknowledged it was an echo chamber at Lake Irwin. Personally he felt it shouldn't happen. There were other modes of transportation to the site. Schmidt agreed the Council should write a letter. Petito agreed with presenting a letter that included the public comment, the poll, and other letters that were received. Haver affirmed Town would be bringing comments to help them in their process. Cowherd correlated the discussion with the Council's values. He wanted to respect the County's review process. Schmidt stated the County was asking for comment. Schmidt and Petito agreed to review the letter before it was sent because the deadline fell before the next Council meeting.

Petito moved and Mitchell seconded a motion to direct Staff to write a comment letter to the Planning Commission noting the public input including an informal poll and any letters or emails that came in prior to the meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

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

Open Space-Creative District Coordinator Hilary Henry and Hedda Peterson from the Land Trust were present. Henry explained they were considering co-convening a working group with the Crested Butte Land Trust to address management issues on the Slate River. Peterson reviewed purposes of the Land Trust, including work they had done. She thought they needed to amend management strategies with the evolution of uses of the Slate River. They felt there was a strong need to convene several stakeholders to address the issue. Henry identified the Town's role was bringing people together. They were asking for \$5K from the general reserve fund, and she explained the make-up of funds to meet costs. Schmidt thought it was an appropriate time to address. Petito questioned the use of the facilitator. Dujardin agreed it was important. He volunteered to be a part of the meetings. Cowherd voiced support.

Dujardin moved and Petito seconded a motion to approve up to \$5,000 from the General Fund Reserve for the creation of the Slate River Working Group and authorizing the

Town Manager to sign a grant application to the Upper Gunnison River Water Conservancy District. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

## **LEGAL MATTERS**

Sullivan updated that they were waiting on Judge Patrick to rule on the pending motions in the ADU case. There had been no appeal, yet.

## **COUNCIL REPORTS AND COMMITTEE UPDATES**

Will Dujardin

- Attended QQ meeting in Breck. There was an informative climate change report that was relevant to the Gunnison River Basin. He suggested a public presentation be held.
- Went to a workshop hosted by CML. They discussed the hosting of the Olympics in Colorado. Energy diversification, also discussed, was big.
- Mentioned the Water in the West Symposium.

Laura Mitchell

- They had a Mountain Express meeting. They continued bouncing around on the bus barn related to the Cypress development. Yerman elaborated, particularly related to grant funding.
- She missed the TA meeting, but she received the minutes. They talked about doing a buy-down on flights in mid-March. There had been questions about the budget and how it had been managed.
- Mitchell followed-up on an idea from a previous meeting regarding Town use of the vehicles for shuttling at CBMR. She suggested that Town could own and run their own vehicles.

Kent Cowherd

- RTA was buying a new CNG bus.
- There was a buy-down for outgoing seats.
- Attended Creative District retreat. They were developing a community calendar and had appointed a new commissioner.
- He would be attending a DOLA Region 10 meeting.

Chris Haver

- RTA ridership was flat in January. Flights from Denver were doing well. They were down from Dallas. They were upgrading the Tall Texan pull out.
- He reviewed details related to upcoming events organized by the Chamber.

Jackson Petito

- Would be attending a Housing Foundation meeting tomorrow.

Jim Schmidt

- Mentioned there was a retreat held after the last Council meeting.
- Attended CDOT meeting in Montrose. The Little Blue Canyon job would not be done this next summer. They were talking about major closures.
- Met with the School of Dance. They were concerned about working with the Center and future spaces at the Center.
- There was a joint work session between the two councils, Mt. Crested Butte and Crested Butte.
- Went to GVRHA meeting. Anthracite Place was full, and there was a waiting list.
- Cowherd was at the Brush Creek meeting for its entirety.

### **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

- Schmidt asked the Council if their preference would be for written reports in advance, rather than oral reports at the meeting. The Council was agreeable to written reports from Staff. Regarding Council reports, Haver appreciated the insight he heard from other Council members. Cowherd liked hearing the updates, and he liked hearing from Staff. Dujardin agreed with Haver and Cowherd. There were increased chances he would not read an email. Haver liked the written staff reports. Yerman confirmed the Council agreed to updates in writing from staff members that would be absent from the meeting.
- The Council briefly discussed dates in March to meet with the Gunnison Council, and Stanford confirmed they had proposed March 7 or March 14.
- Schmidt cited the letter, included in the packet, from the Vice President.
- Schmidt brought up whether Council members would be allowed to call in for meetings. He confirmed a Council member couldn't vote over the phone. They would discuss at the next meeting. Sullivan recognized that they didn't know who could be present on the other end during an Executive Session.

### **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

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

Ian Billick requested half an hour of time for discussion concerning the Gunnison Valley Recreation District. Stanford would check with Reily on how much time he needed at the next work session. Forest Ranger Matt McCombs would present at the meeting after next.

### **EXECUTIVE SESSION**

Schmidt read the reason for the Executive Session: for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding the Heights Open Space.

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

The Council went into Executive Session at 9:42PM. The Council returned to open meeting at 10:30PM. Mayor Schmidt made the required announcement before returning to open meeting.

### **ADJOURNMENT**

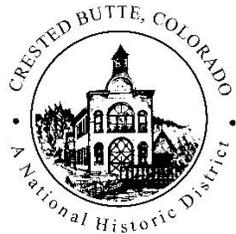
Mayor Schmidt adjourned the meeting at 10:31PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

February 5, 2018

**To:** Mayor Schmidt and Town Council

**From:** Hilary Henry, Open Space/Creative District Coordinator

**Thru:** Michael Yerman, Community Development Director

**Subject:** **Woods Walk Easement Amendment**

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### **Background:**

The Town of Crested Butte holds the easement for the Woods Walk Trail on the property owned by Gronk, LLC (James and Aileen Utley), recorded at Gunnison County- Reception No. 533987. In 2017, the Utleys began construction of their home on their property. As part of the construction process, the Utleys asked the Crested Butte Mountain Bike Association to move the trail slightly to the south to accommodate their building envelope and allow for the installation of a water line. The trail was moved this past summer.

When the easement for the trail was drafted, the Town and Utleys foresaw that the alignment for the trail would need to move to accommodate the Utley's future home and included an alternative alignment. The reroute completed by CBMBA is slightly off the alternative alignment. To ensure the future protection of the trail, the Town has prepared an easement amendment to reflect the rerouted Woods Walk trail, as it now exists on the ground.

### **Staff Recommendation:**

Staff recommends that the Council make a motion to authorize the mayor to sign the easement amendment for the Woods Walk Trail on the Gronk LLC Property.

**AMENDMENT TO CONSERVATION EASEMENT**

**THIS AMENDMENT TO CONSERVATION EASEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2018, between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose legal address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, and Gronk, LLC, a Colorado limited liability company (“Gronk”), whose legal address is 821 W. 56<sup>th</sup> Street, Kansas City, Missouri 64113.

**RECITALS**

**A.** The Town and Gronk are parties to that certain Conservation Easement dated May 19, 2003, recorded on August 21, 2003, 1990, at Reception No. 533987 of the records of the Gunnison County Clerk and Recorder.

**B.** In the Conservation Easement, Gronk granted the Town a conservation easement for a year-round recreational trail for use by the public (common known as the “Woods Walk Trail”) within and across Gronk’s property, which is legally described as Lot 2, Trappers’ Crossing at Crested Butte, according to the Plat recorded on April 26, 1990, at Reception No. 419857 of the records of the Gunnison County Clerk and Recorder.

**C.** In September 2017, Gronk requested the Crested Butte Mountain Bike Association to move the trail slightly north, allowing for a greater space between the new home being constructed upon Gronk’s Lot 2 property and the Woods Walk Trail. This relocation caused the Trail to move off the platted alignment in the Conservation Easement.

**D.** Gronk and the Town have agreed to amend the Conservation Easement so that the Agreement accurately reflects and accommodates current trail realignment as it crosses the Gronk Lot 2 property, and the parties desire to memorialize their agreement herein.

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

1. Amendment of Trail Easement. Gronk hereby grants the Town an amended trail easement, the location of which is more particularly described in the attached **Exhibit 1**. Exhibit 1 is intended to replace Exhibit A and Exhibit B to the Conservation Easement. In addition, the last sentence of Section 5(a) of the Conservation Easement no longer applies because the building envelope for the home on the Gronk has been determined.

2. Continuation of Conservation Easement. Except as amended herein, all the other terms and conditions contained in the Conservation Easement shall continue to be effective and binding upon the Town and Gronk.

**EXECUTED** this \_\_\_ day of \_\_\_\_\_, 2018.

Gronk, LLC

Town of Crested Butte, a Colorado Home Rule Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Manager

James Schmidt, Mayor

Attest: \_\_\_\_\_

Lynelle Stanford, Clerk

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GUNNISON )

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

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by James H. Utley, as Manager of Gronk, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT B****Description**

15.00 foot wide easement located on and across Lot 2 of Trapper's Crossing at Crested Butte, also being located in Sections 33 and 34, Township 13 South, Range 86 West of the 6th Principal Meridian, County of Gunnison, State of Colorado, the centerline of said easement being more particularly described as follows:

Commencing at the southeast corner of said Lot 2;

Thence South 79°39'00" West, along the southerly line of said Lot 2, a distance of 350.31 feet to the POINT OF BEGINNING;

Thence N33°37'58"W a distance of 136.24 feet;

Thence N32°05'10"W a distance of 64.88 feet;

Thence N49°23'20"W a distance of 53.29 feet;

Thence N58°21'07"W a distance of 57.39 feet;

Thence N45°16'31"W a distance of 46.34 feet;

Thence N59°39'24"W a distance of 38.24 feet;

Thence N79°11'55"W a distance of 44.14 feet;

Thence N51°05'33"W a distance of 68.54 feet;

Thence N27°43'16"W a distance of 39.07 feet;

Thence N49°41'23"W a distance of 30.57 feet;

Thence N41°52'10"W a distance of 92.76 feet;

Thence N55°53'45"W a distance of 52.66 feet;

Thence N39°09'47"W a distance of 44.71 feet;

Thence N51°53'06"W a distance of 72.38 feet;

Thence N38°36'46"W a distance of 24.76 feet;

Thence N27°00'49"W a distance of 36.60 feet;

Thence N31°52'40"W a distance of 27.58 feet;

Thence N44°41'28"W a distance of 184.94 feet;

Thence N49°37'49"W a distance of 83.43 feet;

Thence N40°06'51"W a distance of 109.71 feet;

Thence N46°48'32"W a distance of 110.65 feet;

Thence N35°58'49"W a distance of 26.64 feet;

Thence N45°37'51"W a distance of 158.86 feet;

Thence N44°03'30"W a distance of 141.79 feet;

Thence N36°54'44"W a distance of 31.00 feet;

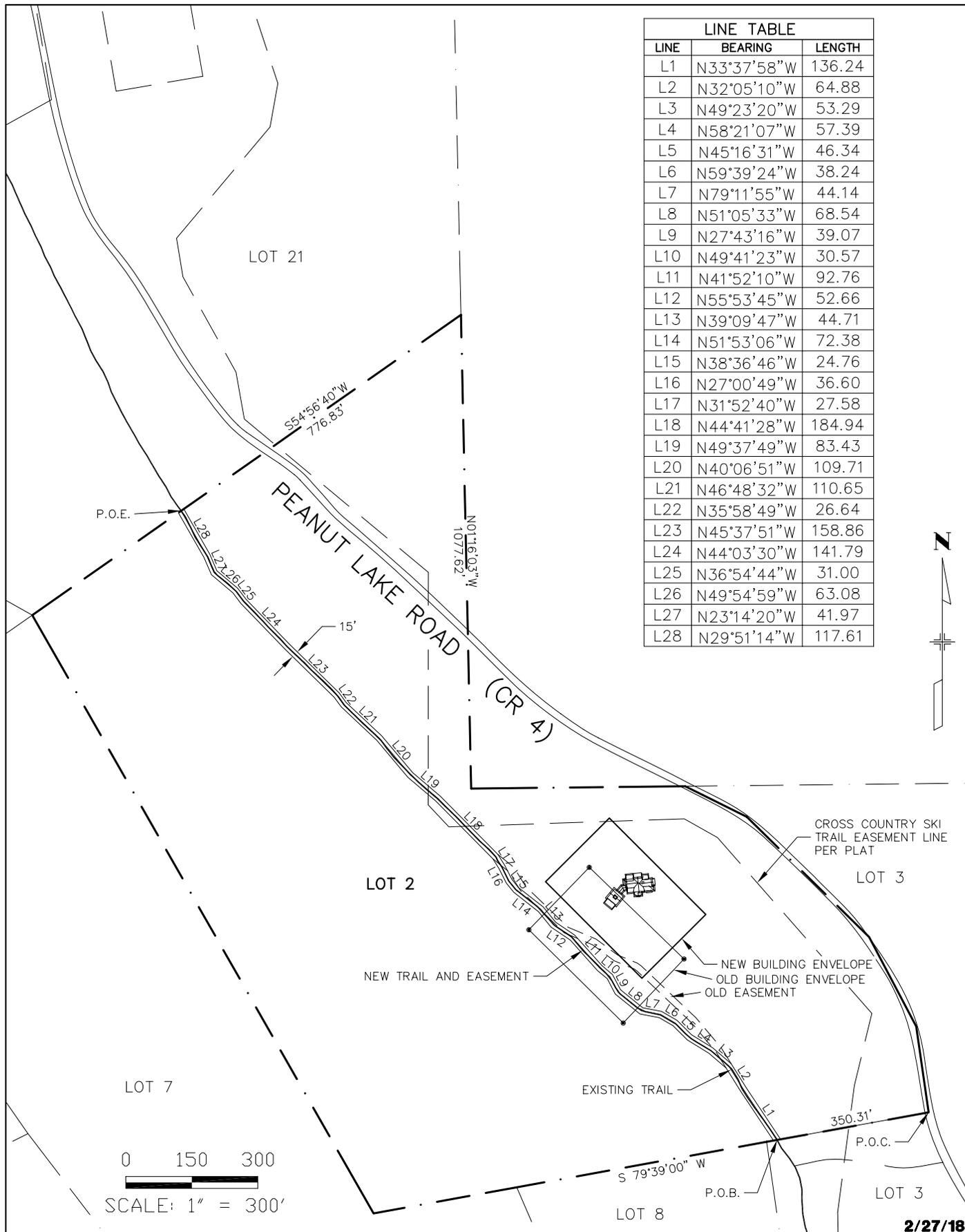
Thence N49°54'59"W a distance of 63.08 feet;

Thence N23°14'20"W a distance of 41.97 feet;

Thence N29°51'14"W a distance of 117.61 feet to the POINT OF ENDING, said point being on the northerly boundary line of said Lot 2 from which the north corner of said Lot 2 bears North 54°56'40" East, a distance of 776.83 feet.

# EXHIBIT B

LINE TABLE		
LINE	BEARING	LENGTH
L1	N33°37'58"W	136.24
L2	N32°05'10"W	64.88
L3	N49°23'20"W	53.29
L4	N58°21'07"W	57.39
L5	N45°16'31"W	46.34
L6	N59°39'24"W	38.24
L7	N79°11'55"W	44.14
L8	N51°05'33"W	68.54
L9	N27°43'16"W	39.07
L10	N49°41'23"W	30.57
L11	N41°52'10"W	92.76
L12	N55°53'45"W	52.66
L13	N39°09'47"W	44.71
L14	N51°53'06"W	72.38
L15	N38°36'46"W	24.76
L16	N27°00'49"W	36.60
L17	N31°52'40"W	27.58
L18	N44°41'28"W	184.94
L19	N49°37'49"W	83.43
L20	N40°06'51"W	109.71
L21	N46°48'32"W	110.65
L22	N35°58'49"W	26.64
L23	N45°37'51"W	158.86
L24	N44°03'30"W	141.79
L25	N36°54'44"W	31.00
L26	N49°54'59"W	63.08
L27	N23°14'20"W	41.97
L28	N29°51'14"W	117.61





## Staff Report

March 5, 2018

**To:** Mayor and Town Council

**From:** Molly Minneman, Design Review and Historic Preservation Coordinator

**Thru:** Michael Yerman, Community Development Director

**Subject:** **Appointment of Board and Architectural Review Commissioner**

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### **Background:**

The Board of Zoning and Architectural Review (BOZAR) has had a vacancy on the seven-member board since September 1, 2017 when Austin Ross resigned after completing his three-year term to attend graduate school.

The position for a BOZAR member has been posted in the classified ads and on the Town's website since last September. Applicants have a residency requirement of at least one year in the Town of Crested Butte. They are encouraged to have interest or experience in historic preservation, landscape design, architecture, or planning.

Melanie Yemma submitted an application to staff in mid-January. Her application is attached to this staff report. Her application conveys an enhanced understanding of the Crested Butte's historical character together with architecture and planning. She is detail oriented with excellent communication skills and involvement with Mountain Roots, and High Country Conservation Advocates that have generated recommendations by two BOZAR members for her appointment to the Board.

**Recommendation:** Staff recommends that the Council makes a motion to appoint Melanie Yemma to the Board of Zoning and Architectural Review to a three-year term expiring March 1, 2021.

**APPLICATION  
BOARD OF ZONING AND ARCHITECTURAL REVIEW  
(BOZAR)  
Town of Crested Butte, Colorado**

Name: Melanie Yemma

Address: 720 Sopris Avenue 2547  
Physical PO Box

Phone: 9703497104 ext. 2 2039848926  
Home Work Cell

E-mail: melanie.yemma@gmail.com

*For Office use only*  
Length of Term \_\_\_\_\_  
Date Appointed \_\_\_\_\_  
Date completed \_\_\_\_\_

How long have you been a resident of the Town of Crested Butte? 4 years  
(one year is required)

What kind of experience do you have in reading building plans? While I don't have extensive experience with reading building plans, I took an environmental design course at Colorado College where we worked on the design of the campus's dining hall. Through this course, we learned about reading building plans as well as different design principles. Overall, I am very detail oriented and believe that I can learn quickly about the design guidelines and

What kind of experiences do you have that relating to the design or construction fields that will help you in fulfilling the duties as a BOZAR member?

I am very organized and detail oriented, which I believe will be advantageous for staying up to date every proposal. Additionally, I have worked for various non-profits in town including Mountain Roots and HCCA. As the former garden program coordinator for Mountain Roots, I have additional experience in different landscape architecture aesthetics, and by working with HCCA, I have become very familiar with the community of Crested Butte. While I have not specifically worked in design or construction, my hard work ethic and organizational skills will be beneficial to BOZAR. I would like to add a young and fresh perspective to the board, while upholding the historic integrity and design principles of the town of Crested Butte.

Why are you interested in being on BOZAR? I have always had a side interest in architecture and design, as well as historic preservation. I am also interested in pursuing further education in the future in either community and regional planning or in public administration. I would really appreciate the opportunity to build my experience in planning and administration while learning more about zoning and design in a town that I truly believe in the spirit of.

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the BOZAR process?

Environmental sustainability has always been very important to me, and I would love to see how the town of Crested Butte can incorporate more sustainable building practices while still adhering to the historic design principles that guide the BOZAR process. Affordable housing is additionally very important to be as a young professional in town (I live in an accessory dwelling) and I would like to ensure that when required, accessory dwellings are both functional for long-term renters as well as aesthetically pleasing.

Identify one to two of the most effective projects of the last several years, and why:

The renovation of The Depot is one of my favorite projects. Since my current office is in the north end of the building, I get to admire the historic character as well as outstanding preservation work on a daily basis. I think this project was effective because it took the necessary time and expertise to rehabilitate the building correctly in three different phases. Another project that I've admired is the Public House. I worked next to the construction site for two summers at the Elk Avenue community garden, and while it was a long project, I think they also took the necessary time to rebuild the building correctly. I appreciate how they upheld the historic integrity of the building, while adding on a fantastic music venue in the basement, and making the overall building seem vintage while modern at the same time.

Identify one or two of the least effective building projects of the last several years, and why:

I live and work really close to 640 Elk Avenue and took a great liking to the renovation of that property as well as the one behind it. While I overall love the design and aesthetic of both properties, I have trouble with how close together the two houses are, along with the placement of the garage and fence. While I'm sure there is good reasoning for all of this, I'm curious about the zoning guidelines that affected the design of both properties.

Mel Yemma  
Signature

Digitally signed by Mel Yemma  
Date: 2018.01.12 16:00:24 -0700'

1/12/2018  
Date



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** March 5, 2018

### Town Manager

- 1) Brush Creek Changes.
  - Modifications to the sketch plan were received on Wednesday afternoon. Expecting that there will be discussion with the Council under Other Business.
- 2) School track
  - In a recent meeting with members of the CBCS administration they expressed dismay over the safety hazards of the existing track and the cost of demolition. Staff feels that we have the capacity to provide in-kind to the district this summer if they wish to proceed with demolition. We can do the demolition and hauling of materials but the school district would be responsible for dump fees and any work to make the site usable following demolition. This has been a long-standing concern and the district is considering the offer from the Town and whether or not they have the ability to take on this project in 2018.
- 3) March Madness
  - The Town is hosting a March Madness participation opportunity for staff and the Council. Participants will be asked to fill in brackets and prizes will be given for various levels of success. Brackets will be forthcoming and participants will only have a limited time to fill them out and submit.
- 4) CML Conference
  - June 12-15 in Vail
  - Please let me know asap if you plan to attend as hotel space is very limited this year due to construction on one of the larger hotels in Lionshead.
- 5) Heights lawsuit – CIRSA is providing coverage and has assigned attorney Patrick Singer as legal counsel. Her has begun working with staff and the Town Attorney to respond the complaint that was filed.

### Public Works

- 1) The 2<sup>nd</sup> treatment train is online at the wastewater plant and the crane has been removed. Staff continues to work through getting the new system online with no terribly significant issues. The project is proceeding well.
- 2) We are continuing to work with CO Parks & Wildlife to try and have legal access to the Town's storage in Lake Irwin year-round. We are currently limited in our ability to release water into Coal Creek May 1 – Sept 15. So far the discussions have been very positive.
- 3) Releasing several Requests for Qualifications and Proposals in the next week:

- Engineering design for 2019 improvements at the water treatment plant
- Retaining wall at public works
- Roof structural reinforcement and installation of snow fencing at Town Hall
- Paving of the 4-way

### Marshal

- 1) March for Change, March 24<sup>th</sup>
  - The march is meant to correspond to the march in Washington DC regarding gun control. We will continue to work with the event organizers to ensure a safe event.

### Parks & Rec

- 1) Maintaining the ice has been challenging this year but staff has done a tremendous job!!! The rink will be open until March 15<sup>th</sup>. It may remain open through that weekend depending on conditions.
- 2) We have begun the hiring process for summer seasonals and temp positions.
- 3) Big Mine Warming House project
  - The scope desired by the users groups appears to be shifting as they are now wanting to add both refrigeration of the rink and snow making on the Bench into the discussion.
  - Staff has requested that the user group committee work together to really nail down the scope, budget and funding before the Town proceeds with any additional planning
  - We will wrap up the scope of work currently underway with Ben White Architecture and wait to hear back from the user groups.
- 4) Staff feels that a location within the annexation will work well for the relocation of the sledding hill. This would make relocation of the skate park to Town Park unnecessary. We will plan to discuss with the Council during your work session on March 19<sup>th</sup>.
- 5) The local governments in Gunnison County were successful again in their joint application to the Colorado Weed Fund and thus we will be utilizing an intern to help again this summer in the fight against noxious weeds.

### Community Development

- 1) The first 2 duplexes were approved by BOZAR, and the next two are on their agenda at the end of March.
- 2) We met with the school district about the possibility of their purchasing one or more of the duplex units. Hope to have a decision from them at their March 12<sup>th</sup> meeting.
- 3) The call for artists proposals for a chandelier at Old Town Hall will be coming out soon. This will be the first “2% for the arts” project in the Town.
- 4) Continuing to work on the details of the sketch plan proposal for the Slate River Annexation.
- 5) Initiated the conversation with CDOT about installing a school zone on SH 135

### Town Clerk

- 1) Special event applications for the summer are starting to roll in.
- 2) Sidewalk seating application packets are out and should be on the Council agenda April 2<sup>nd</sup>.
- 3) The records project is well underway. There will be a records disposal bonfire at the gravel pit on March 22<sup>nd</sup> starting at 1:30.
- 4) **Please be reminded that there will be a picture of the Council taken before the beginning of the regular meeting on Monday.**
- 5) The joint work session with the Gunnison Council will be next Wednesday, March 7<sup>th</sup> at Noon. Information on the location will be forthcoming.

- 6) There will be a public hearing on the March 19th agenda for the transfer of the retail dispensary permit from Boom Town LLC to Durango Organics LLP.

#### Finance

- 1) Have drafted some grant policy guidelines that we will bring to the Council for discussion on March 19<sup>th</sup>.
- 2) Review of January sales tax revenues will be provided for the meeting.



## Staff Report

February 5, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Rob Zillioux, Finance and HR Director  
**Subject:** January 2018 Sales Tax Update  
**Date:** February 28, 2018

- January sales tax collections decreased 7% versus 2017, and were \$22k below budget.
- Poor snow conditions this year, compared to epic 2017 snow, drove significant YOY decreases in Restaurants / Bars (-14%) and Lodging (-22%). Lodging includes STR sales tax, but does not include the associated \$8k of excise tax collected.
- MMJ was down 41% due to Gunnison dispensary business as well as decreased tourist traffic.
- Grocery and Retail grew 4% and 8% respectively.
- Amazon did not file taxes for January (nor February).
- Anecdotal evidence suggests February sales tax growth will be negative as well.
- Should March snowfall be low, we can reasonably expect 1Q18 revenue to be +/- \$100k lower than budget. Prudence, discipline and choices are advised so as to not overly eat into fund reserves.

State Business Name	Total Amount 2018	Total Amount 2017	\$ Diff	% Diff
BARS/REST	\$90,621	\$105,039	(\$14,418)	-14%
GROCERY	\$36,265	\$35,019	\$1,246	4%
RETAIL	\$60,762	\$56,453	\$4,309	8%
RETAIL:MMJ	\$6,159	\$10,491	(\$4,332)	-41%
LODGING	\$21,837	\$28,142	(\$6,305)	-22%
CONST/HRDWR/AUTO	\$20,274	\$21,469	(\$1,195)	-6%
SERVICE	\$8,294	\$8,959	(\$665)	-7%
OTHER	\$22,181	\$21,936	\$245	1%
<b>Grand Total</b>	<b>\$266,392</b>	<b>\$287,508</b>	<b>(\$21,116)</b>	<b>-7%</b>



## Staff Report

March 5, 2018

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Ordinance 2018-04, Town Employee Lease Agreements

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**Summary:** The Town has eight rental units that are currently occupied by municipal employees. This ordinance allows for the approval of one of the leases.

**Background:** The Town has been proactive for many years in constructing and maintaining rental units to ensure that there is some opportunity for affordable housing in Town for municipal employees. The attached leases incorporate the rental rate increase for each unit established with the 2017 budget as well as annual increases for future years.

C.R.S. 31-15-713(1)(c) states that the governing body of a municipality has the power to lease any real estate owned by the municipality when deemed to be in the best interest of the municipality. It further requires that leases for more than one year be approved by ordinance.

Affordable housing remains a top priority for the Town of Crested Butte and providing housing for employees is one of the many strategies utilized by the Town to address housing needs and ensure that the services expected from the Town can be met. As housing costs continue to escalate in the Crested Butte community it has become increasingly difficult for employees to afford to make their homes within the community. Having employees living within Town has many benefits for the community including ensuring responsiveness, encouraging longer tenure, and fostering a greater commitment to the community.

Annual rental rate escalations have been built into each lease so that these will not have to be brought back before the Council for additional approvals unless there is a change in the tenant in the future. The leases will automatically renew each year unless terminated by either party. Employees must vacate these rental units within 60 days of the end of their employment with the Town.

**Financial Implications:** The Town does incur some expense each year with utilities and maintenance of these properties. The rental income derived from these properties is reinvested in the affordable housing fund.

**Proposed Motion:** "I move to set Ordinance 2018-04 for a public hearing on March 19, 2018."

**ORDINANCE NO. 04****SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE LEASE OF A TOWN RESIDENTIAL PROPERTY, 814 TEOCALLI, CRESTED BUTTE, COLORADO TO A TOWN EMPLOYEE**

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, 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;

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

WHEREAS, the Town Council finds hereby that approving leases of various Town properties for use by certain Town employees 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 Town Council hereby finds that granting a lease of Town property for use by a certain Town employee is in the best interest of the Town.
2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute a lease in substantially the same form as attached hereto as **Exhibit "A"** for the following property to the employee described in such lease.

A-1. 814 Teocalli;

Ordinance 2018-04  
Employee leases

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY  
OF \_\_\_\_\_, 2018.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT "A"**

**Employee Lease Agreements**

[attach form leases agreements here]

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Joey Carpenter, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

**IN CONSIDERATION** of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of June, 2018, for a period of one year, ending on the 31<sup>st</sup> day of May, 2019 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

814 Teocalli Avenue, Crested Butte, Colorado (a one bedroom residential dwelling that is the back portion of a Town owned duplex)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$500.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee's employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
- a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.
  - b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
  - c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
  - d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
  - e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
  - f. Lessee understands and agrees that the leased premise is a part of a duplex building, the adjacent portion of which is a similar rental unit occupied by an employee of the Town. Lessee agrees that the tenant(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent Lease-holder.
6. **ANIMALS:** Lessee is not allowed to have pets such as a dog or cat. Other types of pets may be allowed upon mutual agreement between Lessee and the Town.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to

- provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.
  9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
  10. **SECURITY AND DAMAGE DEPOSIT:** Lessee has paid the Town the sum of \$250.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$250.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
  11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
  12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public

liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.

13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party. If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.
16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all

plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.

19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

TOWN: Town Manager  
Town of Crested Butte  
P.O. Box 39  
507 Maroon Ave  
Crested Butte, CO 81224

LESSEE: Joey Carpenter  
PO Box 4385  
814 Teocalli Ave  
Crested Butte, CO 81224

Notices shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Joey Carpenter



## Staff Report

March 5, 2018

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Ordinance 2018-05, An ordinance of the Crested Butte Town Council approving the lease of the property at 409 2<sup>nd</sup> Street to Gunnison County Sheriff's Department

**Summary:** The Gunnison County Sheriff's Department has approached the Town about leasing space. This request is a result of the Sheriff's decision to assume direct provision of services in the north end of the County. This service has been provided by the Mt Crested Butte police department in recent decades.

**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:** 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 Old Rock Jail is approximately 360 sq. ft. and the proposed lease rate is \$200 per month or \$6.60 per sq. ft. per year. The property does not have any onsite parking which may be a concern, but the Sheriff is aware of the situation. The tenant would pay for all utilities with the exception of water/sewer which the Town pays for all of our properties.

Town Council has expressed some concerns and questions about the transition from Mt Crested Butte police contracting to provide Sheriff's services to the Sheriff taking over these responsibilities directly. Sheriff Besecker has been invited to the meeting to answer any questions that the Council may have regarding the lease and how it fits with the transition.

**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 the Gunnison County Sheriff.

**Proposed Motion:** Motion and a second to set Ordinance No. 05, Series 2018 to public hearing at the March 19<sup>th</sup> Council meeting.

**ORDINANCE NO. 05****SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN  
COUNCIL APPROVING THE LEASE OF THE  
PROPERTY AT 409 SECOND STREET TO THE  
GUNNISON COUNTY SHERIFF'S DEPARTMENT**

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

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

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

WHEREAS, the building at 409 Second Street known as the Old Rock Jail was vacated by the previous tenant in 2017 and the Town has made improvements to the building during the past several months; and

WHEREAS, the Town Council and Gunnison County Sheriff's Department 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 SET FOR PUBLIC HEARING THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2018.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT “A”**

**Employee Lease Agreements**

[attach form leases agreements here]

## BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with an effective date of \_\_\_\_\_, 20\_\_\_ (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and the \_\_\_\_\_, a \_\_\_\_\_ ("**Tenant**").

### AGREEMENT:

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

409 2<sup>nd</sup> Street  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado,

and commonly known as the Old Rock Jail property (the "**Premises**").

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

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

(a) Tenant may use and occupy the Premises solely for activities directly related to the provision of law enforcement purposes. 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 not 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) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall maintain the structure, plumbing, mechanical systems and other parts or systems that are appurtenant to the building.

(e) Tenant shall pay the gas and electric utilities, trash and recycling, 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) Landlord shall pay the expenses for water and sewer.
- (g) All signage shall be installed only upon prior approval of Landlord.

3. **Term.**

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

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

4. **Rent; Additional Rent.**

(a) Tenant shall pay Landlord \$200.00 on the Effective Date of this Lease and each month thereafter during the Term and any extension thereof by the first of each calendar month (the "**Rent**"). 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.

(b) Rent shall increase annually by 1% of the previous year's Rent.

(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.

5. **Landlord's Access.** Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or

similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

6. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

7. **Compliance with Laws.**

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

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

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

9. **Insurance.**

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

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may

designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an “agreed amount endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

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

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

#### 11. **Default Provisions.**

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

recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

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

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

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

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

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

With a copy to:                      Town of Crested Butte  
    P.O. Box 39

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

To Tenant:

With a copy to:

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:

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"****(Premises)**

[attach drawing depiction of Premises here]

**EXHIBIT “B”**

**(Parking Plan)**

[attach drawing of Parking Plan here]



## Staff Report March 5, 2018

**To:** Mayor Schmidt and Town Council  
**Thru:** Michael Yerman, Community Development Director  
**From:** Bob Nevins, Town Planner  
**Subject:** **Proposed Code Amendment Regarding Special Off-Street Parking Requirements in the “B-3” Business District and “T” Tourist District**  
**Date:** March 5, 2018

---

### **Purpose:**

To review a proposed zoning code amendment along with the recommendation from the Board of Zoning and Architectural Review; and upon such consideration, Town Council by majority vote may: approve, supplement, change, modify or refuse to further consider the proposed Zoning Code Amendment to Section 16-16-30 (f) Special off-street parking requirements in the “B-3” Business District and “T” Tourist District.

### **Background:**

A basis for this Code amendment was identified during the review of the proposed expansion of Clark’s Market with the addition of a new second floor containing four (4) long-term rental apartments. The increased square footage of the market along with the new residential units generated the need for additional parking spaces that could not be accommodated within the existing on-site parking area. In the Crested Butte Municipal Code (Code), Chapter 16, Zoning, Section 16-16-50 Payment in lieu of providing off-street parking, it is stated, “...Notwithstanding any other provision of this Article to the contrary, no payment-in-lieu of providing off-street parking shall be allowed for residential uses in any district...” This means that the additional parking required by the expansion of commercial space can be satisfied by payment-in-lieu while the residential parking spaces need to be provided on-site because payment-in-lieu is not an available option.

In addition, Code Section 16-16-30 (f) Special off-street parking requirements, currently allows parking spaces that are partially contained within the public right-of-way to be used for public parking, but not for the exclusive use of a private entity. By amending this section of the Code, the parking requirements for affordable and/or long-term rental units could be satisfied by utilizing parking spaces partially contained within the public right-of-way for the exclusive use of the residents/lessees through the issuance of a parking easement by the Town.

**Summary:**

On December 19, 2017, BOZAR directed staff to prepare an amendment to Code Section 16-16-30 (f) Special off-street parking requirements in the “B-3” Business District and “T” Tourist District to address long-term rental apartments by adding the following criteria:

- That the building(s) including all residential units shall be located on the same lot under the same ownership and further subdivision and/or condominiumization of the residential units shall not be permitted;
- That a restrictive covenant shall be recorded to ensure that the residential units are restricted to use as affordable and/or long-term rentals; and
- That a parking management plan shall be prepared to address the following issues: paving, striping of parking spaces, signage for exclusive use of the residents, parking/use restrictions, winter parking plan, snow storage/removal, monitoring/enforcement, maintenance and repair.

**BOZAR Recommendation:**

On January 30, 2018, at a regular meeting, the Board of Zoning and Architectural Review (BOZAR) reviewed and discussed the proposed amendment to Section 16-16-30 (f) of the Code. Board members were generally supportive of the proposal citing that it provides an incentive or needed flexibility for the development of long-term rental units; better organizes and improves parking within the right-of-way; and minimizes potential impacts within the “B3” and “T” Districts. Some members thought other options may be available to satisfy the residential parking requirements without having to modify the Code and/or that required parking for residential uses, including long-term rental units, should be provided entirely on-site. BOZAR voted 5-1 to recommend approval of this amendment to Town Council with these additional provisions: 1) signage for resident-only parking should be provided; and 2) procedures for winter snow plowing/snow storage should be formulated to alleviate the need for residents having to move their vehicles when winter parking regulations are in effect. There were no written or oral public comments presented at the meeting.

**Application:**

In accordance with Code Section 16-23-30 Application (a) Any application for an amendment of this Chapter shall contain the following information; the Code requirements are shown below in *italics*, followed by Town staff’s response:

- (1) *“A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned.”*

**Response:** This application is requesting a text amendment to Code Section 16-16-30 (f); and a Town Zoning Map that shows the boundaries of the “B3” Business District and “T” Tourist District is attached. There is no request for this area to be rezoned.

- (2) *“A statement of the present zoning and the requested new zoning.”*

**Response:** This proposed text amendment applies to special off-street parking requirements in the existing “B3” Business District and “T” Tourist District. This application is not requesting any new zoning.

- (3) *“A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use.”*

**Response:** Currently, the Code requires residential parking in all zone districts to be provided on-site and no option for payment-in-lieu. This amendment does not change the payment-in-lieu policy or alter the parking requirements for affordable and/or long-term rental units in the “B3” and “T” Districts; rather it allows parking spaces partially contained within the public right-of-way to be used in satisfying the additional on-site residential parking requirements through the issuance of a parking easement by the Town. A purpose of this amendment is to encourage development of long-term rental units that, otherwise, might not be possible under the current Code.

According to the Gunnison Valley Housing Needs Assessment, a Valley-wide collaboration, prepared by Rees Consulting, Inc., WSW Consulting and Williford, LLC, it is estimated that 171 rental units are needed in the North Valley. This Code amendment is directed at addressing the community’s need for long-term rental housing by allowing partial use of the public right-of-way for parking by residents/lessees without adversely impacting the neighborhoods and municipal/emergency operations.

- (4) *“A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change in all directions; and*

**Response:** The “B3” District is located along both sides of Elk Avenue east of Fourth Street to the north side of Sixth Street (south half of Blocks 23, 24 and north half of Blocks 25, 26); it includes a mix of single-family residences, retail shops, restaurants, offices and services. Adjacent zone districts include: “B1” is to the west on Elk Avenue and it is a business/commercial area with primarily retail shops and restaurants/bars; “R1C” is north and south of the alleys along Elk Avenue and it is the Core Residential District with mostly single-family residences and accessory structures, a church and day care center; “P” is to the north between Fifth and Sixth Streets and it is Public that includes Town Hall, Library, Marshals’ Office/KBUT, ballfields and to the east, the Chamber of Commerce and 4-Way buildings, this area also includes one property, the liquor store, zoned “B2”; and “B2/PUD” lies to the south between Fifth and Sixth Streets and it is a business district with retail shops, restaurant, offices/services and banks.

The “T” Tourist District is located in two general areas of town. The “T” area to the north is located east of Sixth Street between Teocalli Avenue on the north, Seventh Avenue to the east, and Maroon Avenue on the south (a south portion of Block 56 and east 280 feet of Blocks 55, 56). It includes The Hostel, Cristiana Guesthaus, Oh-Be-Joyful church, multi-family buildings and vacant lots. Adjoining zone districts include: “B2/PUD” is to the west, “R4” and “R1” zones are to the north, “R4” and “R2” districts are to the east and “R1C” and “P” are to the south. This area has a variety of land uses and building types: a gas station/convenience store/condos, restaurant, offices and undeveloped lots.

The “T” area to the south is west of Sixth Street between Red Lady Avenue on the south, Fifth Street to the west and on the north by the alley north of Whiterock Avenue (southwest portion of Block 36, western portion of Block 37 and westerly part of Block 48). While zoned “Tourist,” the area includes a wide variety of locally-serving uses: grocery store, movie theater, liquor store, post

office annex, offices, Anthracite Place-affordable rental apartments and multi-family buildings. Other adjoining zone districts include: “B2/PUD” to the east that includes a bank, gas station, hardware store, Old Town Inn and vacant lots; “M” Mobile Home District, single-family residential, lies south of Red Lady Avenue; “C/PUD” Commercial and “R2C” Core Residential are west of Fifth Street and include limited commercial and light industrial uses; and “R1C” Core Residential, north of the alley in Block 36, contains single-family residential and accessory buildings.

(5) *“A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.”*

**Response:** These additional requirements are limited to long-term rental uses in the “B3” and “T” Districts and do not impact Elk Avenue or Sixth Streets. This amendment specifically applies to long-term rental apartments and allows parking easement areas to be used in meeting the off-street parking requirements while ensuring that the surrounding neighborhood character and on-street parking supplies are preserved and that Town maintenance, transportation, or emergency operations are not adversely affected.

(b) *“Any application to create or amend the zoning of a parcel of land containing more than fifty thousand (50,000) square feet of land shall be subject to the requirements set forth in Chapter 17 of this Code and reviewed for approval as a subdivision under said regulations.”*

**Response:** Not applicable. This application is a text amendment that applies to the “B3” and “T” Districts; it is not specific to a particular parcel of land greater than 50,000 square feet.

#### **Proposed Amendment:**

Code Section 16-16-30 (f) Special off-street parking requirements is outlined below with the proposed text additions. Staff requests that Town Council review the proposed amendment, consider the BOZAR recommendation and determine whether parking easement areas can be used to satisfy the off-street parking requirements for affordable and/or long-term rental housing units; and ensure that these additional requirements preserve the surrounding neighborhood character and will not adversely affect Town maintenance, transportation and/or emergency operations.

Ordinance No. 3, Series of 2017 amended Section 16-16-30(f) to include the “T” Tourist District; this proposed amendment includes the following additions shown in *italics*:

(f) In the "B3" Business District and “T” Tourist District, off-street parking requirements may be satisfied in part by allowing a person to give the Town a revocable easement to land which is adjacent to a public right-of-way which is not Elk Avenue and which is used for public parking, if the easement property can be used to change the configuration of the public parking such that there is a net gain of public parking spaces and the following conditions are met:

1. The person gives the Town a revocable easement to property adjacent to the public right-of-way, with the only cause for revocation being agreement of the parties;

2. The off-street parking credit given to the person conveying the easement is based upon the square footage of the property upon which the easement exists, with the number of spaces for which credit shall be given being equal to the square footage of the easement property divided by one hundred sixty-two (162);
3. The snow storage required pursuant to Subsection (c) above shall be provided;
4. *A person may satisfy their residential off-street parking requirements under the following terms and conditions:*
  - a. The building(s) including all residential units shall be located on the same lot under the same ownership and further subdivision and/or condominiumization of the residential units is not permitted.*
  - b. A restrictive covenant shall be recorded to ensure that the residential units are restricted to use as affordable and/or long-term rentals.*
  - c. A parking management plan shall be prepared to address, at a minimum, the following issues: paving, striping of parking spaces, signage for resident parking only, parking/use restrictions, snow plowing/snow storage procedures that alleviate the need for residents to move their vehicles, monitoring/enforcement, maintenance and repair.*
5. The easement agreement, and the terms for satisfying the required off-street parking under this Subsection in each particular case, shall be recorded as set forth in Section 16-9-70 of this Chapter.
6. The Board and Town Council have reviewed and approved the request for satisfying off-street parking requirements under this Article.

The proposed Ordinance is attached with the Town Zoning Map.

**Town Council Action:**

Town Council by majority vote may: approve, supplement, change, modify or refuse to further consider the proposed Land Use Code Amendment to Section 16-16-30 (f) Special off-street parking requirements in the “B-3” Business District and “T” Tourist District.

**Recommended Motion:**

A council member should make a motion to set Ordinance No. 6, Series of 2018, an amendment to Code Section 16-16-30 (f) Special off-street parking requirements to a public hearing on March 19, 2018.

**Attachments:**

Ordinance No. 6, Series of 2018  
Town “T” & “B3” Zoning Map

**ORDINANCE NO. 6**

**SERIES 2018**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 16, ARTICLE 16 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE REQUIREMENTS FOR LONG-TERM RENTAL UNITS AND THE USE OF PUBLIC PROPERTY FOR PRIVATE RESIDENTIAL PARKING IN THE “B3” BUSINESS AND “T” TOURIST ZONE DISTRICTS**

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

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

**WHEREAS**, on January 30, 2018, the Crested Butte Board of Zoning and Architectural Review (the “Board”) reviewed proposed amendment to the Crested Butte Municipal Code (the “Code”) in regards to expanding the provisions of Section 16-16-30(f) Special off-street parking requirements for long-term rental units in the “B3” Business and “T” Tourist Zone Districts;

**WHEREAS**, the Board found that given the identified need to provide additional rental housing in Crested Butte, it is appropriate to consider new regulations that better utilize the limited space within Crested Butte; that encourage the development of long-term rental units provided certain conditions are met; that allow private property to be combined with public property to satisfy residential parking requirements in certain zone districts; and that preserve neighborhood character and ensure municipal/emergency operations are not adversely impacted; and

**WHEREAS**, Town Council has discussed and considered the Board’s recommendations, taken public comment and hereby finds that providing additional requirements for long-term rental units and allowing private and public property to be utilized in satisfying the residential parking requirements is in the best interest of the health, safety and welfare of Crested Butte, its residents and employees alike.

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

**Section 1.** **Amending Section 16-16-30(f).** Section 16-16-30(f) of the Code is hereby revised and amended by the following formatted text that shall read as follows:

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

“(f) In the "B3" Business District and “I” Tourist District, off-street parking requirements may be satisfied in part by allowing a person to give the Town a revocable easement to land which is adjacent to a public right-of-way which is not Elk Avenue and which is used for public parking, if the easement property can be used to change the configuration of the public parking such that there is a net gain of public parking spaces and the following conditions are met:

(1) The person gives the Town a revocable easement to property adjacent to the public right-of-way, with the only cause for revocation being agreement of the parties;

(2) The off-street parking credit given to the person conveying the easement is based upon the square footage of the property upon which the easement exists, with the number of spaces for which credit shall be given being equal to the square footage of the easement property divided by one hundred sixty-two (162);

(3) The snow storage required pursuant to Subsection (c) above shall be provided;

(4) A person may satisfy their residential off-street parking requirements under the following terms and conditions:

a. The building(s) including all residential units shall be located on the same lot under the same ownership and further subdivision and/or condominiumization of the residential units is not permitted.

b. A restrictive covenant shall be recorded to ensure that the residential units are restricted to use as affordable and/or long-term rentals.

c. A parking management plan shall be prepared to address, at a minimum, the following issues: paving, striping of parking spaces, signage for resident parking only, parking/use restrictions, snow plowing/snow storage procedures that alleviate the need for residents to move their vehicles, monitoring/enforcement, maintenance and repair.

(5) The easement agreement, and the terms for satisfying the required off-street parking under this Subsection in each particular case, shall be recorded as set forth in Section 16-9-70 of this Chapter.

(6) The Board and Town Council have reviewed and approved the request for satisfying off-street parking requirements under this Article.”

**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 shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

**INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

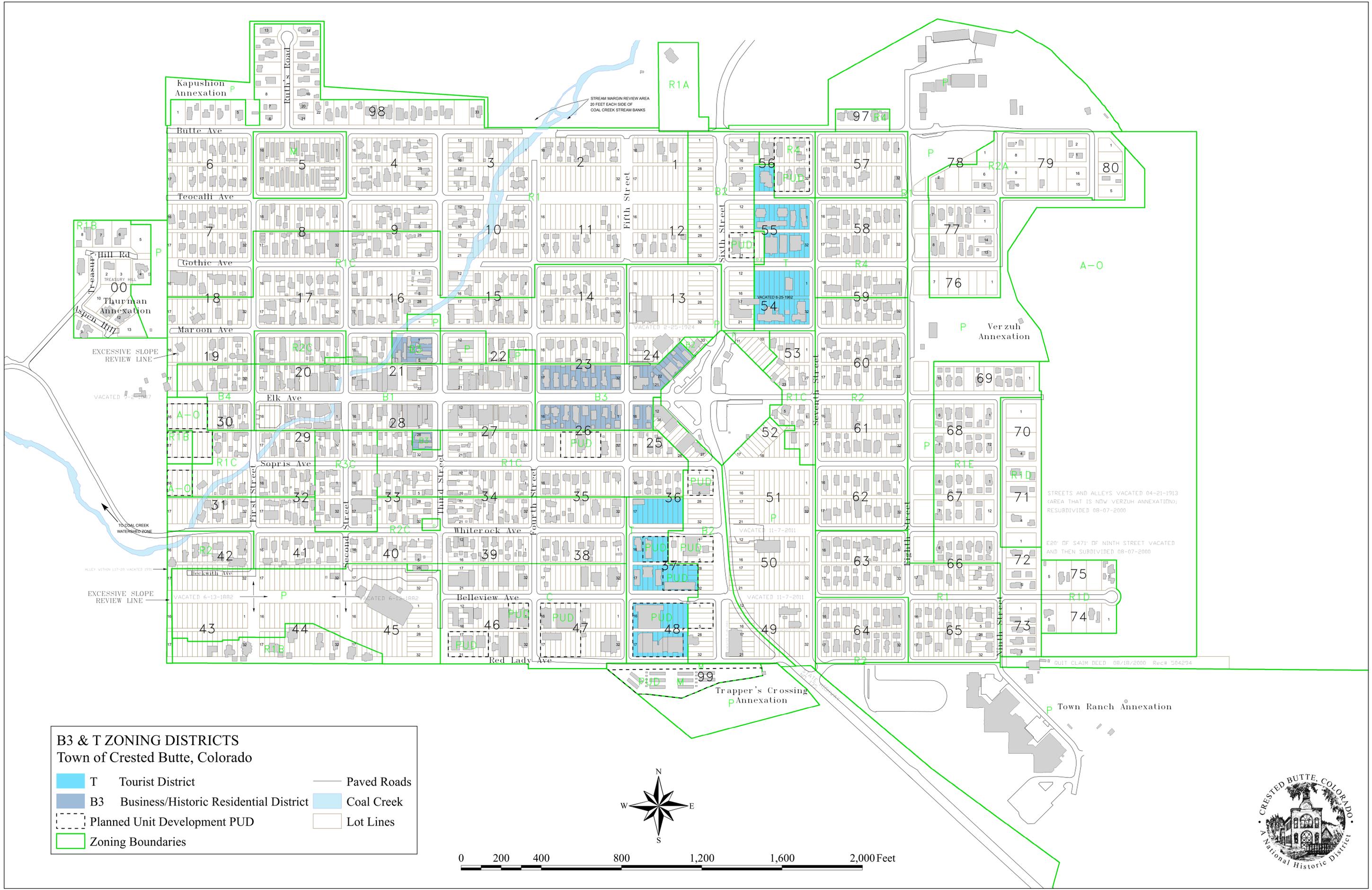
TOWN OF CRESTED BUTTE

\_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]



**B3 & T ZONING DISTRICTS**  
Town of Crested Butte, Colorado

- |  |  |   |
|--|--|---|
|  T                            | Tourist District                       |  Paved Roads |
|  B3                           | Business/Historic Residential District |  Coal Creek  |
|  Planned Unit Development PUD |  |  Lot Lines   |
|  Zoning Boundaries            |  |   |





**To:** Gunnison County Planning Commission  
**From:** Dara MacDonald, Town Manger  
**Subject:** Scarp Ridge, LLC Heli-Pad and Limited Helicopter Access  
Gunnison County Minor Impact Project LUC 17-00044  
**Date:** March 5, 2018

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The intent of this letter is to request additional information from the applicant and to share with the Planning Commission concerns expressed by members of the public to the Town Council. As currently proposed, the Heli-Pad is located in the Town's watershed, but does not appear to require a watershed permit. The Town requests that modifications to the application be sent to the Town so they can be reviewed to ensure compliance with the watershed protection area. As was requested of the applicant, the Town would request details on potential flight paths, numbers of flights anticipated throughout the year, and how the impacts and issues expressed below by the public will be addressed by the applicant.

During February 5<sup>th</sup> and February 20<sup>th</sup> Council meetings citizens expressed concerns about the proposed Scarp Ridge Heli-Pad and Limited helicopter Access proposal currently being considered by the Planning Commission. The Council received three written correspondences from Silent Tracks, High Country Conservation Advocates, and John Hess. These letters are attached for your review.

The Council shares many of the concerns eloquently stated in these letters including concerns caused by noise, wildlife and wilderness area impacts, and impacts to users of recreation in areas surrounding the Irwin drainage.

On February 20<sup>th</sup>, thirteen members of the public attended the Council meeting to voice opposition to application for Helicopter service at Scarp Ridge. Many of their concerns echoed the concerns in the letters from Silent Tracks and High County Conservation Advocates. However, additional issues that warrant the Commission's consideration were raised. Concerns for public safety should be considered especially the potential of avalanches that could occur from the use of helicopters in the backcountry. The potential flight paths will bring helicopters dangerously close to heavily used backcountry areas. Also the last time this use was proposed by the Irwin Lodge, the test flight crashed on its way back to Aspen. Previously there was an incident where fuel from the cat skiing operation was spilled into the Town's water supply. The Town is concerned this use could increase the likely hood of another spill in the water source.

Given the isolated areas of potential travel, consideration should be given to how emergency operations would occur in the event of another crash. As expressed by the public, the Council would also ask the Commission to revisit the decision of the Gang of 9 for prohibiting Helicopter recreational access in this drainage. Many of these reasons remain relevant today.

Impacts to recreation were expressed and should be considered by the Commission. Many of our residents and visitors seek the backcountry in search of solitude. Negative impacts, especially noise amplified in the Lake Irwin Basin, will affect the user experience of our back country. These impacts will be felt by many for the benefit of a select few. The Town Council shares the concerns expressed by the public and thanks the Commission for considering these comments during the review of this application.



## Join us for the CoRE Program!

Please attend this program to train with pipeline companies, gas distribution, and first responders from your community. During CoRE, you will participate in a simulated product release and work through a discussion based exercise.

\*\*\*\*\*ALL FOR AADC 800

Crested Butte (Town Of)

Current Town Council

PO Box 39

Crested Butte, CO 81224-0039

ZHHT-87WM



You will receive a **Certificate of Completion** following the meeting.

**The program and meal are provided at no cost to you.**

### PROGRAM & VENUE INFORMATION (Run Time: Meal 30 min. Program 90 min.)

April 6, 2018 / 11:30 AM

Western State Colorado University - University Center 215

600 N. Adams St.

Gunnison, CO 81231

Please RSVP to help with estimating attendance for meals and seats.

Register online with your webcode at  
[rsvp.pdigm.com](http://rsvp.pdigm.com)

WebCode: **ZHHT-87WM**

### CoRE OBJECTIVES

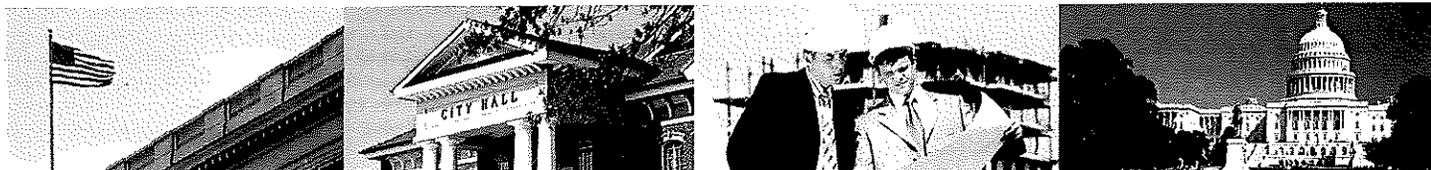
#### **Pipeline Operator**

- **Learn** the responsibility and resources of government organizations that may respond to a pipeline emergency
- **Acquaint** the officials with the operator's ability in responding to a pipeline emergency
- **Identify** the types of pipeline emergencies of which the operator notifies the officials
- **Plan** how the operator and officials can engage in mutual assistance to minimize hazards to life or property

#### **Local Government Officials**

- Do we have a pipeline emergency?
- Where is the leak or response?
- Whom do we notify?
- Is there an immediate threat to life or property?
- Should emergency responders shut down the pipeline?
- Do we need to start an evacuation or other public protective action?
- Will other resources (local, state, federal, private industry) be required?

To learn more about your local pipeline meeting sponsors, please visit [co.pipeline-awareness.com](http://co.pipeline-awareness.com).



Toll-Free: 844-693-7788 Fax: 888-417-0818  
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## 2018 Meeting Schedule

Location	Date	Time	Day	Venue	Address
Burlington	04/02/18	11:30 AM	Monday	Spices on the Green	48680 Snead Dr.
Fort Morgan	04/03/18	11:30 AM	Tuesday	Country Steak-Out	19592 E. 8th Ave.
Grand Junction	04/03/18	11:30 AM	Tuesday	DoubleTree by Hilton	743 Horizon Dr.
Brighton	04/04/18	11:30 AM	Wednesday	Bella Sera Event Center	45 Strong St.
Silverthorne	04/04/18	11:30 AM	Wednesday	Silverthorne Pavilion	400 Blue River Pkwy.
Salida	04/05/18	11:30 AM	Thursday	Scout Hut	210 E. Sackett Ave.
Greeley	04/05/18	11:30 AM	Thursday	Triple S Event Center	901 35th Ave.
Gunnison	04/06/18	11:30 AM	Friday	Western State Colorado University - University Center 215	600 N. Adams St.
Aurora	04/09/18	11:30 AM	Monday	DoubleTree by Hilton	13696 E. Iliff Pl.
Durango	04/10/18	11:30 AM	Tuesday	Holiday Inn & Suites - Durango Central	21636 Hwy. 160 W.
Colorado Springs	04/10/18	11:30 AM	Tuesday	Elks Lodge 309	3400 N. Nevada Ave.
Alamosa	04/11/18	5:30 PM	Wednesday	Rodeway Inn	333 Santa Fe Ave.
Canon City	04/11/18	5:30 PM	Wednesday	Quality Inn & Suites	3075 E. Hwy. 50
Pueblo	04/12/18	11:30 AM	Thursday	Pueblo Convention Center	320 Central Main St.
Trinidad	04/17/18	11:30 AM	Tuesday	Holiday Inn	3130 Santa Fe Trail Dr.
La Junta	04/18/18	11:30 AM	Wednesday	La Junta Senior Citizens Center	114 E. 2nd St.
Lamar	04/19/18	11:30 AM	Thursday	Lamar Community Building - Dance Hall	610 S. 6th St.

### **PROGRAM SPONSORS:**

ARB Midstream LLC  
 Atmos Energy  
 DCP Operating Company, LP  
 Energy Transfer  
 Enterprise Products Operating LLC  
 Kinder Morgan Colorado Interstate Gas Company  
 Magellan Midstream Partners, L.P.  
 NuStar Logistics, L.P.  
 OXY Bravo Pipeline  
 Transwestern Pipeline Company  
 Xcel Energy

**March 19, 2018****Work Session**

Matt McCombs, District Ranger, Gunnison Ranger District GMUG

Janna Hansen – Park Planning

**Consent Agenda**

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

DOLA Planning/Engineering Grant

Bridges of the Butte 24-Hour Townie Tour Special Event Application for June 23-24, 2018 and Special Event Liquor Permit for June 24, 2018.

Miller Subdivision

CB to Carbondale Trail

**Public Hearing**

Ordinance No. 3, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Transfer of Lot 10 Block 77 and Lots 6, 14, and 16 Block 79 to GVRHA for Duplex Build.

Durango Organics MJ License Transfer

Ordinances from the March 5<sup>th</sup> Agenda

**New Business**

Emergency Services Facilities

Discussion on Community Grant Policy

**April 2, 2018****Work Session**

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

**Consent Agenda**

Sidewalk Seating

Public Works Retaining Wall

**Future Items**

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