



*Crested Butte is a small mountain town with a big community that strives toward a balanced and sustainable lifestyle while enjoying and protecting the soul of the Valley.*

### **Town Council Values**

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

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

## **AGENDA**

### **Town of Crested Butte**

### **Regular Town Council Meeting**

### **Monday, April 20, 2020**

### **Council Chambers, Crested Butte Town Hall**

#### **Meeting Information to Connect Remotely:**

**Please use the address below to join the webinar:**

**<https://zoom.us/j/95037324558>**

**Or Telephone:**

**Dial (for higher quality, dial a number based on your current location):**

**US: 1-346-248-7799 or 1-669-900-6833 or 1-312-626-6799 or 1-929-205-6099 or 1-253-215- 8782 or 1-301-715-8592**

**Webinar ID: 950 3732 4558**

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

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

#### **7:02 APPROVAL OF AGENDA**

#### **7:04 CONSENT AGENDA**

1) March 30, 2020 Special Town Council Meeting Minutes.

2) April 6, 2020 Regular Town Council Meeting Minutes.

3) Resolution No. 12, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign an Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.

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

#### **7:06 PUBLIC COMMENT**

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

#### **7:15 STAFF UPDATES**

#### **7:25 OLD BUSINESS**

1) Updated Financial Forecast and Discussion.

#### **7:45 PUBLIC HEARING**

1) Ordinance No. 11, Series 2020 - An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Service Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.

**7:55** 2) Ordinance No. 12, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Unit 1, Red Lady Estates Condominiums, Town of Crested Butte, County of Gunnison, State of Colorado to Brian and Maria Fenerty for the Sale Price of \$20,000.00.

#### **8:00 NEW BUSINESS**

1) Resolution No. 13, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing an Intergovernmental Agreement with Crested Butte Fire Protection District and Designating CBFPD as the Town's Emergency Response Authority for Hazardous Incidents.

#### **8:10 LEGAL MATTERS**

#### **8:15 COUNCIL REPORTS AND COMMITTEE UPDATES**

#### **8:30 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

#### **8:40 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, May 4, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 1, 2020 - 6:00PM Work Session - 7:00PM Regular Council

#### **8:45 ADJOURNMENT**

**MINUTES**  
**Town of Crested Butte**  
**Special Town Council Meeting**  
**Monday, March 30, 2020**  
**Council Chambers, Crested Butte Town Hall**

Mayor Schmidt called the meeting to order at 6:01PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Mallika Magner, Laura Mitchell, and Mona Merrill

A roll call was taken at the beginning of the meeting, and all of the Council members affirmed their presence. Everyone connected and participated in the meeting via Zoom.

Staff Present: Town Manager Dara MacDonald, Town Clerk Lynelle Stanford, and Finance Director Rob Zillioux

Town Attorneys Barbara Green and John Sullivan, Community Development Director Michael Yerman, Public Works Director Shea Earley, and Parks and Recreation Director Janna Hansen

A roll call was taken at the beginning of the meeting, and the Staff members listed above affirmed their presence. They were connected and participated in the meeting via Zoom, with the exception of MacDonald, Stanford, and Zillioux, who were present in Council Chambers.

**APPROVAL OF AGENDA**

Schmidt added Other Business to Come Before the Council to the end of the meeting after New Business.

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

**PUBLIC HEARING**

**1) To Ratify Ordinance No. 7, Series 2020 - An Emergency Ordinance of the Crested Butte Town Council Amending Chapter 2 of the Municipal Code to Add a New Section 9 on Emergency Powers.**

Schmidt read the title of the ordinance. He reminded that the ordinance was passed on March 13<sup>th</sup>, and it needed to be ratified at a public hearing. He asked for comments from the Council. Dujardin appreciated the ordinance getting done and the steps that were taken. Schmidt confirmed proper public notice was given. No one from the public chose to comment.

Mitchell moved and Merrill seconded a motion to ratify Ordinance No. 7, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

## **NEW BUSINESS**

### **1) Discussion on Status of Public Health Orders in Gunnison County.**

Schmidt thanked the Staff and recognized they were doing a magnificent job. He thanked the County again for their extraordinary efforts.

MacDonald referred to the order included in the packet. The fourth order was issued after the packet was out. The County’s health order was stricter than the State’s, and the County’s was in effect within Town. She asked if the Council thought there needed to be more restrictive orders. Dujardin acknowledged the peak was unknown. Schmidt stated Joni Reynolds had been outstanding.

Schmidt was not clear on whether people could have family members join them here. MacDonald would ask for clarification, but she believed people should not be coming. Dujardin agreed it was a gray area. The order was directed at tourists, and it was a strong encouragement for anyone else not to come here. There was not a mechanism to get people to go anywhere else.

### **2) Discussion on Status of Municipal Operations.**

MacDonald referred to the memo in the packet, outlining operations. Staff had been keeping the lights on and would be coming back and re-evaluating how to resume operations that had stopped. MacDonald asked for questions regarding the memo in the packet. Schmidt questioned inspections. MacDonald told the Council that Staff had been evaluating the ability to do inspections remotely. Yerman elaborated they were re-evaluating after a test run in Montrose. Dujardin conveyed the request about what other thoughts and options there were to support the County operations.

### **3) 2020 Revenue Forecast, Potential Expense Management Steps, and New Funding / Financial Requests of Town.**

Zillioux explained this presentation would be the 2020 preliminary forecast. He recognized the situation could change dramatically if travel restrictions and social distancing were not lifted by June. Town would be using a large share of the reserves. He identified the objectives for the discussion. Zillioux listed caveats, such as the forecast numbers were directional and were not intended to be comprehensive. He reviewed Federal, State, and County resources. Zillioux provided initial revenue forecasts for the General Fund, Capital Fund, and Affordable Housing Fund. The three funds represented a 20% decrease in revenue through the year. The Enterprise and Street Funds were not forecasted to decline significantly due to non-tourism and economy based revenue streams. Town had strong reserves, about 75% of operating, going into COVID-19. Zillioux lead the Council through forecasted figures in the General Fund, including

Town sales tax, County sales tax, the cigarette tax, and interest income. Zillioux reiterated the reserves were solid. Next, Zillioux outlined the Capital Fund and then the Affordable Housing Fund.

Zillioux reviewed expense management steps that were proposed. Then, he showed a slide depicting community-funding requests. He mentioned assistance programs that were being developed by various agencies. Non-profit renters from Town had been given relief on April and May rents, including utilities. Zillioux updated regarding assistance for deed restricted property owners and renters. The Center for the Arts asked for operating funds of \$180,000. They also wanted to work on concepts that would allow them to use the building for collateral. Zillioux listed recommendations, including delaying non-essential expenses when possible and not beginning new affordable housing projects.

Merrill thought the economic impacts could go through the summer. Zillioux said this scenario is the reason Town had strong reserves. He would stay keenly aware of what would be going on in Texas and Oklahoma. Dujardin agreed with Merrill. He thought they should put as much as possible on hold. Haver agreed with Dujardin and Merrill that planning for the long haul was important for now. Zillioux would be providing frequent updates.

Merrill suggested Staff help businesses to navigate assistance programs. Dujardin identified the economic taskforce was working on it. Schmidt mentioned funds that were available for rental assistance. Schmidt asked about Town's hiring policies, specifically about hiring an engineer. Zillioux stated the search for the engineer was suspended. There had been discussions regarding the Community Director position, which was important for the community. Haver referred to a website with resources for business owners. Zillioux pointed out Staff suspended the hiring of temporary summer workers. Haver preferred to be conservative and prepared. Magner asked if there was a path forward that would be more belt-tightening than cautiously optimistic. Schmidt thought the Council would be constantly evaluating. Zillioux would provide additional scenarios and ideas on expense management at the meeting next Monday, and he would bring forward community grant applications that had been submitted to date.

Schmidt pointed out the Council's first responsibility was to keep Town running. Magner agreed, but she said the Town was the people. Their most important job was to take care of their people. No one on the Council voiced disagreement with the expense management proposals on page ten of the Power Point presentation. Zillioux reiterated requests made by The Center. Haver and Dujardin agreed The Center's requests were not first priority, but they would hear more information. The discussion became focused on The Center. Dujardin suggested a joint meeting between the Council and The Center's board that would take place on a date in the future.

#### **4) Discussion and Possible Direction on Next Steps with Slate River Annexation.**

Yerman reminded the Council of the public hearing scheduled for April 6<sup>th</sup>. There were quite a few ordinances and agreements that would follow suit. They were looking at possibly scheduling the public hearing for May 18<sup>th</sup>. Staff had been preparing to take public input on the website. Regardless, the Council had to reopen the public hearing on April 6<sup>th</sup>. Green stated they were stuck with the order of proceedings. She outlined a possible timeline, to include adopting the resolution of eligibility on April 6<sup>th</sup>. Green said the Council should direct whether they wanted to go ahead with the proposed schedule. The Council directed Staff to proceed on the items. Green said they were waiting for materials from the annexee and would know more by April 6<sup>th</sup>.

**5) Resolution No. 8, Series 2020 - A Resolution of the Crested Butte Town Council Extending the Vesting Period of Certain Vested Rights for Development of Property Within the Town of Crested Butte.**

Schmidt read the title of the resolution. Yerman explained there were five property owners that wished to have an extension. They had not pulled building permits, yet, but they did have vested rights. Green affirmed Town had the ability to do this resolution under the emergency powers.

Haver moved and Dujardin seconded a motion to approve Resolution No. 8, Series 2020. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**OTHER BUSINESS TO COME BEFORE COUNCIL**

Schmidt brought up the consideration of reinstating the Council meeting on April 20<sup>th</sup>. No one on the Council stated that he or she would be absent, and the meeting was reinstated.

Dujardin mentioned a constituent was upset regarding the plowing of snow into Coal Creek. MacDonald and Earley would follow up.

Merrill was impressed with Joni Reynolds from Gunnison County. Merrill wondered about a sub-committee that would start talking about stepping down on orders. She asked to be involved. Dujardin identified triggers he heard from Reynolds. The Council's discussion became focused on recovery. Haver suggested a work session or agenda item to discuss making the transition back. MacDonald distilled the upcoming discussion down to two topics: 1) Merrill's point about giving people a glimmer of hope but not stepping orders down too soon and 2) a recovery plan. Magner volunteered to spell out anyone by attending meetings. Schmidt reiterated he was impressed with Gunnison County.

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 7:57PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, April 6, 2020**  
**Council Chambers, Crested Butte Town Hall**

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

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Mallika Magner, Laura Mitchell, and Mona Merrill

A roll call was taken at the beginning of the meeting, and all of the Council members affirmed their presence. Everyone connected and participated in the meeting via Zoom.

Staff Present: Town Manager Dara MacDonald, Finance Director Rob Zillioux, and Community Development Director Michael Yerman

Town Clerk Lynelle Stanford, Public Works Director Shea Earley, and Parks and Recreation Director Janna Hansen (for part of the meeting)

A roll call was taken at the beginning of the meeting, and the Staff members listed above affirmed their presence. They were connected and participated in the meeting via Zoom, with the exception of MacDonald and Stanford, who were present in Council Chambers.

Schmidt mentioned the preceding work session on the COVID-19 recovery plan. MacDonald read the list of people in attendance on Zoom.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- 1) March 13, 2020 Emergency Town Council Meeting Minutes.**
- 2) March 15, 2020 Emergency Town Council Meeting Minutes.**
- 3) March 16, 2020 Regular Town Council Meeting Minutes.**
- 4) Resolution No. 9, Series 2020 - A Resolution of the Crested Butte Town Council Accepting Construction of the Water Treatment Plant Improvements Performed by Moltz Construction Inc.**
- 5) Resolution No. 10, Series 2020 - A Resolution of the Crested Butte Town Council Accepting Utility, Storm Water, Electric and Irrigation Infrastructure Easements**

**Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte.**

**6) Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue; Public House LLC DBA Public House Located at 202 Elk Avenue; and Ladybug LTD DBA Talk of the Town Located at 230 Elk Avenue.**

Schmidt was aware there had been a request to remove item #6 from the Consent Agenda, and it was put under the end of New Business. Item #5 from the Consent Agenda was also added to New Business. Kent Cowherd thought it was obvious seating on the sidewalks this summer was not a good idea.

Haver moved and Magner seconded a motion to approve the Consent Agenda with putting items 5 and 6 on to New Business. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **PUBLIC COMMENT**

Kent Cowherd

- He was happy BOZAR would be restarting their process.
- He wanted a letter going out consistently from the Town.
- He did not think outside seating was a good idea.
- Town should reconsider the number of parking spots allowed in parking lots.
- He encouraged Council to start reading the Crested Butte Area Plan.
- He recommended the Town pursue the InDEED program.

Tyler Lucas

- He typed a comment into chat, on behalf of KBUT, and requested an extension on the community grant applications that were due last week. The Council would discuss later in the meeting.

### **STAFF UPDATES**

- Schmidt referred to the Manager’s Report.
- MacDonald announced that Region 10 was awarded the grant for broadband funding from DOLA. The Town was not committed for match funding.
- Bradley brought up a concern with snow storage behind Kochevars.
- Schmidt pointed out February sales tax was down 15.6% versus 2019. Schmidt asked Zillioux if there were postponements of significant payers. Zillioux expected February would be 5% down to even, once restaurants and bars reported.
- Haver thanked Town Staff and acknowledged those who were volunteering. He was grateful to everyone for stepping up.

### **OLD BUSINESS**

## 1) Updated Financial Forecast and Discussion.

Zillioux informed the Council that Town was fiscally healthy. However, he was projecting revenue loss. Staff provided a list of ways to reduce expenses. Dramatic changes would have to be made if the recession persists into 2021. Staff was seeking direction on an additional \$618,500 in expense actions. Zillioux mentioned the KBUT grant request that came after the deadline.

Zillioux summarized three different scenarios. He drew the Council's attention to additional expense management steps recommended by Staff, and he reviewed details. Schmidt questioned the reduction in funding to Mountain Express as it related to the IGA. Zillioux recognized Parks and Rec would not hire seasonal workers for the time being. Schmidt asked about the reductions to streets and if Town could transfer funds from the Streets Fund to the General Fund.

Zillioux brought up Community Grants. He confirmed Bradley and Mitchell were on the committee. Zillioux suggested they come back to Council with additional requests, to help those that missed the deadline. He specified requests that could be funded with the cigarette tax. Bradley noted they talked about reaching out to organizations to be sure events were still happening. Dujardin thought the GCSAPP request was a completely separate ask. He wondered why it was included and Zillioux explained. Mitchell was comfortable extending the deadline to find out what KBUT would be requesting. Bradley agreed and so did Haver. The Council agreed it was important to support mental health. Zillioux would like to fund the mental health requests and give more time for community grant applicants. Dujardin recused himself on voting pertaining to CB State of Mind.

Dujardin moved and Bradley seconded a motion to fund GCSAPP and Project Hope. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Haver moved and Magner seconded a motion to approve funding for CB State of Mind using the cigarette tax. A roll call vote was taken with all voting, "Yes," except Dujardin recused himself from voting and did not vote. **Motion passed unanimously.**

Zillioux mentioned the extended due date for the community grants would be the end of this week.

Magner moved and Bradley seconded a motion to approve the recommendations for expense management on the last page of Zillioux's report, except for the last one. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Zillioux clarified the intent of the recommendations, responding to Dujardin's comment on affordable housing.

## **PUBLIC HEARING**

### 1) Continuation of the Slate River Annexation Public Hearing.

Schmidt read the explanation of the process provided by Green, including that the public hearing would be continued to May 18<sup>th</sup>. Yerman affirmed Staff recommended continuing to May 18<sup>th</sup>. He reviewed methods the public could use to provide comments. Tonight would not be the last night to comment. He pointed out they were working through final agreements for Ordinance No. 9. Resolution No. 11 dedicated the property as eligible for annexation. Green stated tonight was the first step; it was the beginning and not the end. The annexation would not be a done deal until the annexation ordinance was approved on second reading.

Green reviewed eligibility criteria and read the findings the Council would need to make. As a matter of law they had been satisfied but Council needed to make the findings before anything could continue. The findings, listed in the resolution and read by Green were:

1. The Town has received a petition for the annexation of the Slate River subdivision, signed by persons comprising more than fifty percent of the landowners in the area and owning more than fifty percent of the area, excluding public streets, and alleys and any land owned by the Town;
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town's municipal boundaries; and
3. A community of interest exists between the area proposed to be annexed and the Town: the area is urban or will be urbanized in the near future; and the area is integrated with or is capable of being integrated with the Town.
4. The Slate River Annexation complies with C.R.S. § 31-12-105.
5. The Slate River Annexation satisfies the criteria in Sec. 15-1-80.(b) of the Code:
  - A. The final master plan for the use of the lands to be annexed is acceptable.
  - B. The final subdivision plan for the use of the lands to be annexed complies with Chapter 17 of this Code.
  - C. The proposed open spaces have a workable program established for maintenance and upkeep and are coordinated with the Town's open space program where possible.
  - D. The proposed annexation is necessary or desirable and will contribute to the general well-being of the community.
  - E. The proposed annexation will in no way be detrimental to the health, safety or general welfare of the persons residing within the corporate boundaries of the Town or injurious to property or improvements in the vicinity of the lands proposed to be annexed.
  - F. The proposal is in harmony with the intent of Town zoning ordinances and policies adopted by the Town.
  - G. Unless otherwise agreed to by the Town, the extension of services will be financed totally by the applicant.
  - H. Revenue and/or public benefit to be gained from the Town's portion of increased tax base and other revenue on account of the proposed annexation is equal to or greater than the cost to the Town of the services required.
  - I. The advantages to the Town materially outweigh the disadvantages.
  - J. The annexed lands have a logical extension of road systems and of public

- transportation systems, consistent with the Town's Land Use Plan.
- K. The extension of water and sewer lines is feasible in the area.
  - L. The applicant has updated geological hazard, floodplain and other applicable mapping for the Slate River Annexation. The proposed land use has been designed so that geologic or other natural hazards and floodplain constraints have been avoided.
  - M. The proposed annexation is consistent with the Town's Land Use Plan and the Crested Butte Area Plan. The proposed land uses are compatible with the existing land uses in both the Town and County and the potential land uses in terms of their locations, uses, intensities, densities, massing, scale and character.

Legal Counsel and Staff affirmed that the eligibility criteria had been satisfied. Green explained the process for the public hearing. Yerman cited written comments from Jill Indovino. He responded to concerns about the landfill. Schmidt wondered which items were outstanding. Yerman said they were finishing the annexation agreement, the secondary agreement, which was the boater access agreement, and a request for the release of funds on work that had been completed. Cameron Aderhold, from Cypress Equities, expressed appreciation to Town Staff and recognized they came up with something mutually beneficial.

Schmidt asked for public comment.

Kent Cowherd

- He questioned access and parking for the sledding hill and what the future public facilities there would be. Yerman explained uses that were contemplated for the parcel and described the parking that would be available for the sledding hill.

There were no more comments from the public.

Haver moved and Dujardin seconded a motion to continue the public hearing until May 18<sup>th</sup>. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **NEW BUSINESS**

#### **1) Resolution No. 11, Series 2020 - A Resolution of the Crested Butte Town Council Finding that the Slate River Subdivision is Eligible for Annexation.**

Schmidt read the title of the resolution. Green acknowledged the findings were in the resolution itself and had been read into the record.

Haver moved and Dujardin seconded a motion to approve Resolution No. 11, Series 2020. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

#### **2) Ordinance No. 8, Series 2020 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 4 to Include Division 12-R1F Residential District.**

Schmidt read the title of the ordinance. Yerman stated the zone district was modeled after R-1D. The change from R-1D was a reduced setback.

Haver moved and Dujardin seconded a motion to accept the proposed text amendment to Chapter 16, Article 4, Division 12-R1F Residential District as presented and set the public hearing date on May 18<sup>th</sup>, 2020 for consideration and adoption of Ordinance No. 8, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**3) Ordinance No. 10, Series 2020 - An Ordinance of the Town of Crested Butte Town Council Establishing the Zoning Designations for the Slate River Annexation; and Amending the Town of Crested Butte's Official Zoning District Map for the Purpose of Including the Slate River Annexation.**

Yerman reported the ordinance set forth the zoning for the entire parcel. The other parcels would be zoned P or R4. There would be two affordable housing lots. Yerman reviewed usages of the parcels. Green identified the lots the Town would acquire would have restrictions on them, based on the voluntary clean up covenants. There would be other covenants attached to the conveyance. The Council could change the zoning of the Town Parcels as long as the covenants were not changed.

Haver moved and Dujardin seconded a motion to accept the proposed zoning map amendments as presented and set the public hearing date on May 18<sup>th</sup>, 2020 for consideration and adoption of Ordinance No. 10, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**4) Ordinance No. 9, Series 2020 - An Ordinance of the Town of Crested Butte Town Council Annexing Slate River Major Subdivision. – *First reading of the ordinance will be continued to April 20, 2020.***

Yerman updated that the annexation agreement would be ready for the April 20<sup>th</sup> meeting.

Dujardin moved and Bradley seconded a motion to continue Ordinance No. 9, Series 2020 for first reading on April 20<sup>th</sup>. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**5) Ordinance No. 11, Series 2020 - An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Service Agreement for Lot 8, Trapper’s Crossing at Crested Butte, Gunnison County, Colorado.**

Schmidt read the title of the ordinance. He affirmed the ordinance would be set for public hearing at the April 20<sup>th</sup> meeting.

Dujardin moved and Mitchell seconded a motion to set Ordinance No. 11, Series 2020 for public hearing at the April 20<sup>th</sup> Council meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**6) Ordinance No. 12, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Unit 1, Red Lady Estates Condominiums, Town of Crested Butte, County of Gunnison, State of Colorado to Brian and Maria Fenerty for the Sale Price of \$20,000.00.**

Schmidt confirmed the ordinance would be set for public hearing. He read the title of the ordinance. Yerman recognized this ordinance would be getting another family into home ownership in Red Lady Estates. The disposal of Town property required an ordinance.

Haver moved and Dujardin seconded a motion to set Ordinance No. 12, Series 2020 for public hearing on April 20<sup>th</sup>. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**7) Council Representatives for COVID-19 Response and Recovery Planning Efforts.**

Schmidt referred to the memo from MacDonald in the packet. He reported that Magner volunteered to be involved with committees. MacDonald reviewed the committees on the list, starting with the morning briefing from the Emergency Operations Center (EOC). Haver reported on work done by the Economic Task Force and subcommittees. Schmidt recommended that someone attend the State meetings of the economic subcommittee. No one volunteered. MacDonald offered that someone could attend the Local Government Coordination call. MacDonald said a committee on public lands was not on the list. Magner asked about the EOC briefings. She would join the rotation with Schmidt and Dujardin for the 8:30AM and 2:30PM meetings, with no more than two Council members attending at a time.

**8) Resolution No. 10, Series 2020 - A Resolution of the Crested Butte Town Council Accepting Utility, Storm Water, Electric and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte. – Pulled from the Consent Agenda**

Sullivan called to the Council’s attention that the resolution referred to four easements, and there were only three easements included in the packet. Three was the correct number of easements. The resolution should refer to utility, storm water, and electric, and there should not be a reference to an irrigation storm water easement.

Dujardin moved and Haver seconded a motion to approve Resolution No. 10, Series 2020 deleting reference to irrigation infrastructure. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**9) Restaurant/Bar Seating on Public Sidewalks**

Schmidt acknowledged that Cowherd asked to pull the item off the Consent Agenda.

Kent Cowherd

- It seemed obvious the sidewalk plans were accommodating for four feet of ADA clearance. Common sense told him six feet from the tables would block the sidewalks. He recommended the Council suspend approvals this year.

Ashley UpChurch

- She understood Cowherd's perspective. The businesses had proven that if there would still be an order in place, they would respect the order. Restaurants and bars would need as much seating this summer as they could possibly get. She asked that the Council not restrict any seating for this summer.

Haver was aware the Council put in stricter regulations for ADA compliance. They did not know what would happen this summer, and he would hate to jump the gun. The Council could revisit later. Magner agreed they needed to do everything they could to support the business community. Bradley thought outdoor seating could create space to allow more distance between tables. Schmidt agreed with UpChurch. He hated to put an extra burden on the restaurants. Dujardin thought they could delay further until when it became pertinent.

Haver moved and Bradley seconded a motion to approve the restaurant/bar seating on public sidewalks as applied for on the agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

## **LEGAL MATTERS**

Green said it had been a challenging time because the County and Town had been ahead of the rest of the state. She reported there was a lot of back and forth and cooperation.

## **COUNCIL REPORTS AND COMMITTEE UPDATES**

Mona Merrill

- She had a board meeting for The Center. MacDonald was the main presenter.

Laura Mitchell

- Mountain Express would reopen when it was deemed safe.

Will Dujardin

- He had been providing notes he took for the meetings he attended.
- The CC4CA Board had a meeting.
  - Mel Yemma passed her notes on to Dujardin.
  - The Air Quality and Control Commission worked hard last year on methane rules and were being sued for the actions. The Board voted to file an amicus brief. So far, there was no additional cost to Town.
- There were two things frustrating people in Gunnison: 1) test kits and 2) the State not being able to certify the alternate care site. He suggested drafting a letter to help move along. Schmidt heard the State Representatives had been overwhelmed, and he suggested asking about it in the meeting tomorrow. No one

on the Council voiced disagreement with sending letters on the two topics. MacDonald wanted the direction from the Commissioners in case they were working otherwise.

#### Candice Bradley

- Went to the TAPP meeting. They talked about how funds would be essential for marketing in the future. They also discussed the incubator program.
- The Mountain Express meeting was informational. They would resume when it was deemed safe.

#### Chris Haver

- He attended a lot of task force meetings this week.
- He pushed for people to apply for loans.
  - There was a Region 10 loan.
  - He specified details on certain loans.

#### Jim Schmidt

- He was on a conference call with Tim Baker from CBMR. They released the policy regarding their employees in a press release.
- He was on a phone call with a property owner along Elk Avenue. He thought Schmidt suggested property owners waive rent. Schmidt recommended that people contact their landlords.
- Schmidt mentioned the Zoom meeting on enforcement.
  - Dujardin said the general indication was if a person was here and adhering to orders, it was likely he/she would get exemption.
  - Schmidt heard comments on people becoming short-tempered and criticizing people with out of state plates.

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

MacDonald brought up The Center's request for a joint meeting between the Board and Council. She asked whether it was a priority for the Council. The Center requested a meeting for next week. Magner thought they needed Zillioux to prepare something for Council. MacDonald identified The Center wanted to provide the Board's commentary on the situation. There was discussion on money that was owed. Schmidt was willing to listen. Haver clarified what The Center desired, which was to borrow against the building. He described the situation when it would be worth having a meeting. He did not feel comfortable. Green thought it would help to better understand Council's goals before reacting to solutions. Magner did not think it made sense to spend Town's resources to come up with solutions for them. She recommended they let The Center propose what they would like to see. Dujardin said they had to come to the Council. Green agreed it would be great to have a proposal they could evaluate. Sullivan pointed out the extension of lease terms was to facilitate borrowing on the longer lease term. Magner countered they extended the lease term because a donor made it a condition. There was never an agreement they could borrow against the property. Merrill

elaborated. Bradley pointed out there were staff members who lost their jobs. Mitchell noticed The Center did not request community grant money for Alpenglow.

MacDonald circled back to Cowherd's suggestion of ongoing communication. She pointed out the full-page newspaper ads. Haver appreciated anything they could do to be transparent about efforts. Dujardin wanted to see what the Commissioners and Mayors came up with for the next communication. He suggested they make a plan at their next meeting. Schmidt would write a hang-in-there letter, and he asked for input. Dujardin encouraged people to sign up for e alerts.

Magner suggested the Town gather information to aid individuals with resources and to direct people that were laid off or when a business closed. She wondered if the Town could have a link that would gather together resources. MacDonald said people should continue to use the one resource from the County. She recommended the Council continue to refer people there. Dujardin suggested the information be made more prominent on the Town's website.

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

- Monday, April 20, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 4, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council

### **EXECUTIVE SESSION**

Schmidt read the reason for 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).

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

The Council went into Executive Session at 10:25PM. The Council returned to open meeting at 11:07PM. Mayor Schmidt made the required announcement upon returning to open meeting.

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 11:07PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

April 20, 2020

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Janna Hansen, Parks and Recreation Director

**Subject:** Resolution No. 12, Series 2020 – A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign an Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management

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### **Background:**

Since 1999 the Town of Crested Butte has entered into an Intergovernmental Agreement (IGA) for the purpose of undesirable plant management with Gunnison County, Hinsdale County, Saguache County, the Town of Mt. Crested Butte, the City of Gunnison, and the Town of Pitkin. It is to the mutual advantage of each of these entities to cooperate with one another to meet the obligations imposed by the Colorado Noxious Weed Act CRS 35-5.5-101 *et seq.* (the Act). This IGA appoints the Gunnison Watershed Weed Commission to be the local authority as required by the Act for the Gunnison River Basin Watershed. This IGA promotes the Town of Crested Butte Noxious Weed Management Plan and allows for the management of undesirable plants within the municipality as required by Crested Butte Town Code Section 7-3-110 *et seq.*

### **Summary:**

Gunnison County will charge a rate of \$117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Gunnison County will spend 110 hours in 2020 managing weeds in the Town of Crested Butte for a total of \$12,913.00. This has been budgeted for and is split between the Open Space Fund and the Street and Alley Fund.

### **Recommendation:**

Staff recommends approving Resolution No. 12, Series 2020 thereby authorizing the Town Manager to sign the Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.

**RESOLUTION NO. 12****SERIES 2020****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING UNDESIRABLE PLANT MANAGEMENT WITH THE GUNNISON COUNTY WEED DISTRICT**

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

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

WHEREAS, C.R.S Section 35-5.5-101, et seq. requires that local governments manage noxious weeds within their jurisdictions;

WHEREAS, Crested Butte Town Code Section 7-3-110 et seq. requires that undesirable plants be managed within the municipality, and adopts and gives authority to the Town of Crested Butte Noxious Weed Management Plan (the “**Plan**”);

WHEREAS, entering into the Agreement supports the weed management goals as defined in the Plan;

WHEREAS, the Town has entered into agreements with Gunnison County for the purpose of managing undesirable plants since 1999;

WHEREAS, the parties to the Agreement are governing bodies or officials having charge of undesirable plant management within their jurisdictions;

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

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Town Council hereby authorizes the Town Manager to enter into the Intergovernmental Agreement with the Gunnison County Weed District for the purpose of undesirable plant management attached hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

TOWN OF CRESTED BUTTE

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

ATTEST

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

(SEAL)



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** April 20, 2020

### Town Manager

- 1) COVID-19 related ads in the paper – Since the beginning of the public health orders in Gunnison County, the Town has been placing full-page ads in the Crested Butte News each week to provide information to the public about available support and education about things happening in the community related to the COVID-19 emergency. At this point I was hoping to get some feedback from the Council on whether you feel this has been useful and worthwhile for the community or whether we should begin to scale back the ads, perhaps going to ½ page for a while. It is difficult to know if this is reaching folks who are not plugged in to the digital information available, if it is valuable, or just redundant. Also, any suggestions on content going forward are welcome.
- 2) May 18<sup>th</sup> meeting – Staff feels confident that we will have the Slate River Annexation ready for final review and approval. As part of that approval the Town Council will need to convene as the Planning Commission following Council approval of the items during the public hearing. Staff suggests that the May 18<sup>th</sup> Council meeting begin at 6:00 p.m. to accommodate this unusual structure.

Public Works - At this point, all of the divisions of Public Works are operating with skeletal crews/staggered shifts to encourage social distancing. As our spring/summer preventative maintenance schedules picks up, multiple staff members will be needed on a daily basis. Division Managers are working on operating procedures to ensure social distancing, as well as, a safe and healthy work environment, while still completing the duties and tasks of the department.

- 1) Streets Division – Staff have been removing snow from right of ways around Town. As weather starts to allow, staff will begin right of way and alley repair-maintenance. Also, we will be painting curbs red, yellow, or blue. Since Jim Schmidt is so handy with a blue paint brush, Public Works will be employing his services!
- 2) Water and Wastewater Division - The Water Division will be flushing fire hydrants from April 20<sup>th</sup> to May 1<sup>st</sup>. The Wastewater Division will begin the long task of video inspecting the entire sanitary sewer system.
- 3) Facilities Division – Continues to maintain and deep clean our public facilities. Also, staff is currently remodeling the kitchen at Town Hall.

### Marshals

- 1) Body worn cameras roll-out – See attached update.
- 2) Like everyone else we are having a little bit of groundhog day with our duties. We have been doing our fair share of breaking up small gatherings and checking on “visitor violations”. For those of you doing your part, kudos.
- 3) CB and Mt CB officers continue to support the security function at the north valley screening site. Call before you go – 641-7660.
- 4) The CBMO has been assisting with a good number of mental health and physical wellness checks such as helping people get their medications and checking in with those who might be struggling. This is par for the course for your officers but, we are simply doing more of this. Kudos to all of you helping those who need it, adding a kind word to a thoughtful deed or simply amping up your caring CB attitude. May kindness be the most contagious part of this pandemic.

### Parks & Rec

- 1) Hockey Changing Rooms Project Update – Upon further reflection, we have decided to hold off on a bid award for this project until the longevity of isolation and financial impact of COVID-19 is better understood. We will re-bid when these unknowns become more clear.
- 2) In addition to the closure of playgrounds, all courts located in parks are also closed. This includes the tennis courts, basketball courts, volleyball courts, and horseshoe pits. Athletic fields allow for social distancing and will be available for public use as they melt.
- 3) We are working with Mt. Crested Butte to get the Rec Path open. We will blow it, allow it to dry, then sweep it prior to opening to the public.

### Community Development

- 1) Paradise Park, Bywater project Phase 2 - One business has requested to back out of Phase 2. This unit is located in the same duplex that recently had a lottery for a 1-bedroom unit. The Town and GVRHA staff have offered this unit to the Phase 1 waiting list. Fortunately, there is a buyer who is able to step in for the business. This will allow a partial return of the earnest money being held for the reserved unit back to the business.
- 2) BOZAR - The Town is proceeding with a virtual BOZAR meeting in April with the assistance of Student Organization Achieving Results (SOAR). The Town is accepting new applications for June BOZAR. The May meeting agenda is currently full due to the backlog of continued projects from the canceled March meeting. The Town is investigating an additional BOZAR meeting in May to prevent the meeting from being too long with the number of projects. Complete applications for June must be turned in by May 29<sup>th</sup>.
- 3) Staff is processing administrative items such as sign permits and insubstantial changes to approved plans. Please contact Molly or Jessie to pursue these approvals with the BOZAR Chair.
- 4) Building permits are now being accepted electronically. Plans and permits maybe emailed to [amatison@crestedbutte-co.gov](mailto:amatison@crestedbutte-co.gov) . Arrangements for permit fees will be made once permits are received.
- 5) The Town is conducting virtual inspections. The Town has reserved Monday, Wednesday and Thursday from 10am-12pm for these inspections until April 30, 2020. The State is performing Electrical and Plumbing inspections.

- 6) Bob's retirement – Bob Nevins has submitted his resignation. He plans to retire and enjoy life in Meridian Lake. Turns out spending the past few weeks up there has shown him just how much he likes it. Bob's last day with the Town will be May 4<sup>th</sup> and we wish him all the best.
- 7) Town Clean-Up – May 16<sup>th</sup> will be the big day. Mel heading up the effort with support from Kat and Jessie. They are working on plans that will allow for the clean-up to proceed even with the current social distancing regulations in place. Ace has generously agreed to donate gloves and bags and we'll be giving out a variety of gift cards for local restaurants in lieu of a celebratory lunch. In the meantime, folks can always bring along a trash bag as they go out for their daily walk and get a jump on beautifying Crested Butte.

#### Town Clerk

- 1) Special events will be presented to the Council as proposed by the organizers and approved by Departments Heads, the Fire Department, and Mountain Express. All events will be required to abide by any health orders that are in place at the time of the event. Events that have had applications submitted and will be in front of the Council for approval on upcoming agendas are: Farmers Market, Chainless, and 4th of July. The Arts Festival organizer mentioned the board will make a decision by May 15th for what they might want to apply.
- 2) The owner of the Wine House surrendered the liquor license.
- 3) Municipal Court has resumed via conference call.

#### Finance

- 1) We recently held an employee housing lottery for 906 Butte Ave. Six employees entered the lottery and Jeff Black (Public Works) was the lucky winner. He is very excited and grateful for this opportunity.
- 2) Local non-profits who rent Town property have been very grateful for the April and May rent forgiveness.
- 3) RETT collections through April 19th have been \$674,124, which compares to a budget of \$366,664. This collected amount includes two property sales that exceeded \$3mm each. The extra RETT will help cash flow during this anemic sales tax period, caused by the pandemic.

#### Intergovernmental

The City of Gunnison will be hosting the next meeting of the elected officials.

#### Upcoming Meetings or Events

Wednesday, May 13<sup>th</sup> 5:00 – 6:30 – Meet with Chamber Visitor Center staff

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



## Staff Report

20 April 2020

**To:** Mayor and Town Council  
**Prepared By:** Michael Reily, Chief Marshal  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** Body Worn Camera Program

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### Information:

The Crested Butte Marshal's Office will be using the Axon Body 3 camera system for our routine patrol duties. Body-Worn Cameras are an effective law enforcement tool that can reduce violent confrontations and complaints against officers. Mt Crested Butte PD has used the Axon system for years. Body-worn cameras provide additional documentation of police-public encounters and may be an important tool for collecting evidence and maintaining public trust.

Audio and video recordings enhance the Department's ability to review probable cause for arrest, officer and suspect interaction, evidence for investigative and prosecutorial purposes and to provide additional information for officer evaluation and training. Body-worn cameras may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband. Body-worn cameras can be utilized to:

- Collect evidence to be used in the prosecution of criminal offenses.
- Record contacts with the public in order to secure unbiased evidence in connection with investigations.
- Allow for supervisory review to ensure that department policies and procedures are followed.
- Capture footage that would be helpful for training.

The Department recognizes that video images cannot always show the full story nor do video images capture an entire scene. The use of body-worn cameras does not reduce the requirement to provide thorough written documentation of an incident. Persons reviewing recordings must also be cautious before conclusions are reached about what the recordings show. All data, images, video and metadata captured by body-worn cameras are subject to state statutes and the Marshal's Office policies regarding retention of records.

Officers will receive Department-approved training on the system's proper operation, care and the Department's policy with respect to the use of the body-worn camera. Additional training shall be provided at periodic intervals to ensure the continued effective use of the equipment, proper calibration, performance, and to incorporate changes, updates, or other revisions in policies or equipment. Most importantly, the use of body worn cameras will not change our emphasis on community policing or the way our officers partner with the Town and visitors.



## Staff Report

April 20, 2020

**To:** Mayor and Town Council  
**From:** Rob Zillioux, Finance and HR Director  
**Through:** Dara MacDonald, Town Manager  
**Subject:** 2020 Financial Forecast and Related Actions

**Summary:** The COVID 19 recession has hit Crested Butte significantly, and will be a strain on Town resources for the foreseeable future. The enclosed presentation is intended to:

1. Reiterate the full year financial outlook for Town's operations.
2. Facilitate a discussion around the Spring Community Grant requests.

**Discussion:** The attached material provides a forecast of major revenue sources for the General, Capital and Affordable Housing Funds. The three scenarios show revenue reductions that range from \$1,263,292 to \$2,685, 288. July, August and September, in that order, are the highest sales tax months for Town.

Through March, property tax and RETT have come in at budget levels. RETT will likely tail off as travel and social distancing restrictions persist.

Staff have made recommendations for 2020 expense reductions amounting to a total of \$1,361,500. Council have approved all.

The Enterprise and Street Funds should not be tremendously impacted, unless decisions are made to defer or waive utility payments or if property tax collections are delayed significantly.

This crisis is exactly why Town has maintained strong reserves and practiced conservative spending habits.

In summary, and assuming the full complement of recommended expense actions are taken, Town can manage operations and provide regular services to our residents through 2020, even in a scenario where revenue is 25% of budget. That said, all non-essential expenses are recommended to be delayed or eliminated so as to protect against potential economic worsening.



# 2020 Revenue Forecast

## Town of Crested Butte

# Headlines

- Our financial projections for sales tax collections are unchanged from the April 6<sup>th</sup> Council.
- Property tax and RETT through March are coming in at, or above, our year to date budget for these items.
- 2020 Revenue loss projections range from \$1,263,292 to \$2,685,288.
- Town staff have made expense management recommendations, which Council approved, amounting to \$1,361,500 that will help offset revenue losses.
- Should this recession persist into 2021, Town will need to reduce annual expenses further.
- Town is registered with FEMA, through the State, for disaster relief. However, FEMA disaster relief excludes budgeted salaries. Only overtime and additional hires, to deal with the crisis, would be reimbursed. Non personnel costs for Town, associated with COVID-19, have totaled less that \$5,000 to date.
- Governor Polis, along with other State leaders, have formally requested that Congress provide relief funds to local governments, in part for lost tax revenues. It is unknown if, and when, Congress would appropriate additional relief funds.

# Forecast review objectives:

- Reiterate the likely revenue reductions associated with COVID 19 and resulting recession. Three scenarios are shown:
  - 75% of budgeted revenue June through December
  - 50% of budgeted revenue June through December
  - 25% of budgeted revenue June through December
- Obtain Council direction associated with Community requests for financial support during this crisis:
  - As part of the Spring Community Grant cycle, Town received fourteen requests totaling \$62,810. The Grant Committee has made recommendations totaling \$27,500, which equates to our remaining Grant budget.
  - Council has already granted \$23,000 to three organizations, using Cigarette / Nicotine tax proceeds.

# Summary – three scenarios

	Funds				Other Funds		Total Expense Management
	General	Capital	Affordable Housing	Total	Enterprise	Streets	
<b>Revenue loss - 75% Scenario</b>							
Reserves - January 2020	\$3,833,220	\$1,769,118	\$314,541	\$5,916,878			
Revenue loss	-\$964,402	-\$210,412	-\$88,479	-\$1,263,292			
Expense Management - approved 3/30	\$60,000	\$433,000	\$250,000	\$743,000			\$743,000
Reserves - December 2020	\$2,928,818	\$1,991,706	\$476,062	\$5,396,586			
Expense Management - proposed 4/6	\$63,500	\$105,000	\$0	\$168,500	\$200,000	\$250,000	\$618,500
Reserves - December 2020	\$2,992,318	\$2,096,706	\$476,062	<b>\$5,565,086</b>			
							<b>\$1,361,500</b>
<b>Revenue loss - 50% Scenario</b>							
Reserves - January 2020	\$3,833,220	\$1,769,118	\$314,541	\$5,916,878			
Revenue loss	-\$1,569,387	-\$323,285	-\$129,729	-\$2,022,401			
Expense Management - approved 3/30	\$60,000	\$433,000	\$250,000	\$743,000			\$743,000
Reserves - December 2020	\$2,323,833	\$1,878,833	\$434,812	\$4,637,477			
Expense Management - proposed 4/6	\$63,500	\$105,000	\$0	\$168,500	\$200,000	\$250,000	\$618,500
Reserves - December 2020	\$2,387,333	\$1,983,833	\$434,812	<b>\$4,805,977</b>			
							<b>\$1,361,500</b>
<b>Revenue loss - 25% Scenario</b>							
Reserves - January 2020	\$3,833,220	\$1,769,118	\$314,541	\$5,916,878			
Revenue loss	-\$2,174,373	-\$339,936	-\$170,979	-\$2,685,288			
Expense Management - approved 3/30	\$60,000	\$433,000	\$250,000	\$743,000			\$743,000
Reserves - December 2020	\$1,718,847	\$1,862,182	\$393,562	\$3,974,590			
Expense Management - proposed 4/6	\$63,500	\$105,000	\$0	\$168,500	\$200,000	\$250,000	\$618,500
Reserves - December 2020	\$1,782,347	\$1,967,182	\$393,562	<b>\$4,143,090</b>			
							<b>\$1,361,500</b>

# Community Grant Requests – Spring 2020

Spring 2020 Request Summary - Extended Deadline					
	Requesting Organization	Project Name	Amount of Request	Total Project Cost	Recommended Award
1	Adaptive Sports	Scholarships for locals	\$5,000	\$10,000	\$2,000
2	CB Film Festival	Fall Festival	\$5,000		\$2,000
3	CB Mountain Theater	Youtheatre Summer Camps	\$5,000	\$6,350	\$1,000
4	CB Music Festival	General Operating Support	\$5,000	\$5,000	\$2,000
5	CB Volunteer Fire & EMS	COVID19 Relief, continuing education, fallen firefighter fund	\$5,000	\$150,000	\$1,000
6	CB Wildflower Festival	Festival Headquarters - Site Rental	\$2,500	\$5,300	\$2,200
7	Chamber of Commerce	July 4th Celebration	\$5,000	\$13,105	\$3,000
8	Chamber of Commerce	Chainless World Championships	\$2,000	\$4,100	\$2,000
9	KBUT	COVID-19 Response	\$5,000	\$11,800	\$5,000
10	Six Points	Traumatic Brain Injury Service Program	\$5,000	\$35,000	\$2,000
11	Stepping Stones	Staff education	\$5,000	\$5,000	\$1,000
12	Trailhead Children's Museum	General Operating & New Exhibit	\$5,000	\$15,000	\$1,000
13	Vinotok	2020 Vinotok	\$5,410	\$22,155	\$3,000
14	West Elk Soccer Association	Facilities Rental Assistance	\$2,900	\$2,900	\$300
		<b>Totals</b>	<b>\$62,810</b>	<b>\$285,710</b>	<b>\$27,500</b>

# Recommendations

- Approve Spring Community Grant recommendations, as outlined on page 5.
- Consider a Community “buy local” campaign to help local retailers as we emerge from this crisis.
- Town purchases and services, not yet contracted, should be sourced locally if and when possible.
- Non-essential expenses should continue to be delayed where possible.
- Do not begin any new affordable housing or CAP project spend until local economics stabilize.
- When conditions normalize, revisit said delayed expenses.

# Appendix

# Caveats

- Actual and forecast numbers will be updated monthly for presentation to Council. Forecast numbers are directional, and for purpose of assisting Council decision making
- Numbers are presented in Government Accounting Standards (modified accrual), not GAAP
- Forecast numbers are focused on major revenue sources, and are not intended to be comprehensive
- Impact to reserves assumes budgeted expenses, except where noted differently
- Enterprise and Street Funds not forecasted to decline significantly due to non-tourism / economy based revenue streams. However, local government decisions could possibly reduce revenue for these Funds. Timing on receipt of property tax, which largely funds Streets, is likely.
- Due to strong reserves entering 2020, Town could operate as normal without cutting budgeted expenses. In this scenario, revenue shortages would in turn reduce reserves by a like amount. Additional financial requests from the Community could be difficult to meet without making certain cuts elsewhere while maintaining reasonable Fund reserves.
- **Black** font numbers indicate budget. **Green** numbers are better than budget. **Red** numbers are worse than budget.

# Expense Management Steps – Council approved 3/30

March 30 items - approved	Funds					Total
	General	Capital	Affordable	Enterprise	Streets	
Delay Marshal patrol vehicle		\$80,000				
Essential travel only	\$10,000					
Henderson Park		\$15,000				
Goth Raw Water		\$91,000				
Ice Hockey Changing Rooms		\$197,000				
Delay CAP projects		\$50,000				
Delay SOAR build			\$250,000			
Misc exp management	\$50,000					
<b>Total</b>	<b>\$60,000</b>	<b>\$433,000</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$743,000</b>

# Additional Expense Management Steps – Council approved 4/6/20<sup>35</sup>

## April 6th items - proposed

	Funds					Total
	General	Capital	Affordable	Enterprise	Streets	
Contract Custodian	\$13,500					\$13,500
TH Water Mitigation		\$25,000				\$25,000
Pita Shed Engineering		\$5,000				\$5,000
Capital Equipment					\$200,000	\$200,000
Alley paving					\$50,000	\$50,000
Capital Projects				\$200,000		\$200,000
MTX express (while idle)	\$50,000					\$50,000
Seasonal workers - Parks		\$75,000				\$75,000
	<b>\$63,500</b>	<b>\$105,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$250,000</b>	<b>\$618,500</b>



## Staff Report

April 20, 2020

**To:** Mayor and Town Council

**Prepared By:** Shea Earley, Director of Public Works

**Thru:** Dara MacDonald, Town Manager

**Subject:** **Ordinance No. 11, Series 2020 - An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Service Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado**

**Summary:** Ordinance No. 11, Series 2020 authorizes the Town of Crested Butte (Town) to enter into a Potable Water Service Agreement with Thomas M and Pamala L Turnbull (Owners) of Lot 8 at Trapper's Crossing in Gunnison County pursuant to Town Municipal Code 13-1-280. The Code allows the Town to extend extraterritorial water service under certain conditions. In exchange for extending water services and waiving related fees, the Owners will grant the Town an easement for the purpose of installing the Town Pipeline and associated infrastructure.

**Background:** The Town's intent is to secure a 15 c.f.s. municipal water right "Crested Butte Town Pipeline" from the Slate River that was initially decreed in 1974. In 2018, the Town acquired an easement from Ruby Ridge LLC for the purpose of installing the Town Pipeline. The Ruby Ridge Easement in conjunction with proposed Turnbull Easement would constitute the final easement needed to install the Town Pipeline. Furthermore, this easement would satisfy the due diligence requirement, as part of our Crested Butte Town Pipeline conditional water right case.

**Financial Impact:** By approving the extension of extraterritorial water service and subsequently acquiring the utility easement, the Town would no longer have to condemn property to obtain the necessary land to construct the Town Pipeline and associated infrastructure.

**Recommendation:** Staff recommends approving Ordinance No.11, Series 2020 at the April 20, 2020 Council Meeting.

**Proposed Motion:** I move to approve Ordinance No. 11, Series 2020 at the April 20, 2020 Council Meeting.

**Attachments:**

Ordinance No. 11, Series 2020

Exhibit A – Potable Water Service Agreement

Easement Agreement

Exhibit A - Turnbull Property Legal Description

Exhibit B – Lot 8 Map

Figure 1 – Lot 8 Town of CB Proposed Pipeline

Request Letter from Turnbull

Exhibit A – Turnbull Property Legal Description

Exhibit B – Title Commitment

**ORDINANCE NO. 11**

**SERIES 2020**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE  
AUTHORIZING A POTABLE WATER SERVICE AGREEMENT FOR LOT 8,  
TRAPPER'S CROSSING AT CRESTED BUTTE, GUNNISON COUNTY, COLORADO**

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

**WHEREAS**, the Town Code § 13-1-280(e)(5) authorizes the Town to provide at its sole discretion extraterritorial water service by written agreement; and

**WHEREAS**, Turnbull, the owner of property located outside the Town limits and legally described as Lot 8, Trapper's Crossing at Crested Butte, Gunnison County ("Property") desires to connect the Property to the Town water system and receive potable water service from the Town at some future point; and

**WHEREAS**, the Town has agreed to provide potable water service to the Property pursuant to the terms and conditions of the Potable Water Service Agreement between the Town and Turnbull attached as **Exhibit A** to this Ordinance ("Potable Water Agreement") in exchange for Turnbull granting an easement for installation and operation of the Crested Butte Town Pipeline on the Property ("Easement"); and

**WHEREAS**, the grant of the Easement confers substantial public benefits to the Town.

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

**Section 1.** The Town Council hereby authorizes the provision of extraterritorial water service to the Property and expressly waives the system availability fee, tap fee and costs and expenses pursuant to the Potable Water Service Agreement.

**Section 2.** The Mayor is authorized to execute the Potable Water Service Agreement.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

TOWN OF CRESTED BUTTE, COLORADO

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

James A. Schmidt, Mayor

ATTEST:

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

[SEAL]

**POTABLE WATER SERVICE AGREEMENT**

THIS POTABLE WATER SERVICE AGREEMENT ( “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMALA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively, the Town and Turnbull are referred to in this Agreement as the “Parties”).

**Recitals**

- A. The Town is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado.
- B. The Town owns and operates the Town of Crested Butte water system (“Town Water System”) in accordance with the laws of the State of Colorado, and in accordance with the Crested Butte Home Rule Charter and Crested Butte Municipal Code (“Town Code”), and various other Town ordinances, rules, regulations, policies, and resolutions. This Agreement is entered into in conformity with and subject to such charter, Town Code, ordinances, rules, regulations, policies, and resolutions.
- C. The Town has in place certain requirements for the extension of water service and associated systems outside the Town’s boundaries codified in Section 13-1-280 of the Town Code. Pursuant to Town Code § 13-1-280(e)(5), the Town may provide extraterritorial water service by written agreement.
- D. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 3177-000-01-007 (“Turnbull Property”). The Turnbull Property is legally described in attached **Exhibit A** as Lot 8, Trapper’s Crossing at Crested Butte, according to the Trappers Crossing Plat, and is located outside the Town’s municipal boundaries.
- E. The Town Water System includes a potable water line that is located, in part, on the Turnbull Property.
- F. Turnbull desires to connect to the Town Water System on the Turnbull Property and receive potable water service from the Town at some future point.
- G. The Town is willing and able to provide potable water service to the Turnbull Property pursuant to the terms and conditions of this Agreement and in exchange for Turnbull simultaneously entering into an associated Easement Agreement between the Parties. The Easement Agreement governs a grant of easement from Turnbull to the Town for installation and operation of a pipeline on the Turnbull Property for the Crested Butte Town Pipeline conditional water right (“Town Pipeline”) decreed to the Town on April 19, 1974 in Case No. W-2084, Division 4 Water Court.

H. The Town has determined that this Agreement and all covenants in this Agreement are necessary to comply with the Town Code and other policies. By entering into this Agreement, the Town is *not* representing that it is a regulated public utility or holding itself out to the public in general as capable of or intending to provide water service extraterritorially.

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

### Agreement

1. Water Service to Turnbull Property. The Town shall provide potable water service to the Turnbull Property in the form of two (2) Town Water System taps. The first tap may serve one (1) primary single-family residence with up to 5,000 square-feet of gross residential floor area (“GRFA”), and the second tap may serve one (1) guest house, which may be either attached to or detached from the single-family residence, with up to 1,500 square-feet of GRFA. The two taps may collectively provide a maximum amount of 0.91 acre-foot of potable water per year subject to the terms and conditions of this Agreement. This amount is based on 0.59 acre-foot of water per year for indoor use (525 gallons per day) at the 5,000 square-foot single-family residence and 0.177 acre-foot of water per year for indoor use (160 gallons per day) at the 1,500 square-foot guest house. It also includes up to 0.143 acre-foot of water per year to irrigate up to 2,500 square feet of outdoor lawns and gardens.

1.1 Limitations on Provision of Potable Water Service. This Agreement is solely for the supply of potable water service as described in this Section 1, and does not authorize any other expansion or extensions of uses, connections, or service. The Town’s water supply is dependent upon sources that are variable in quantity and quality beyond the Town’s reasonable control. Therefore, no liability shall attach to the Town under this Agreement on account of any failure to accurately anticipate the availability of water supply or on account of an actual failure of water supply due to inadequate runoff, drought, poor quality, failure of infrastructure, or other occurrence beyond the Town’s reasonable control. The Town agrees that it shall not treat actual or potential water users on the Turnbull Property differently than it treats actual or potential water users within the Town’s municipal boundaries except as provided for in this Agreement.

1.2 Irrigation Water Use. Turnbull may elect to irrigate up to 2,500 square feet of lawns and gardens on the Turnbull Property with potable water from the Town under this Agreement. Prior to commencing any such outdoor potable irrigation, Turnbull must verify to the Town that it is in compliance with Town Code § 13-3-10 et al. pertaining to backflow prevention and cross-connection control regulations. Turnbull shall accomplish any and all potable water irrigation in accordance with Town Code § 13-2-40 and the Town’s general water policies.

1.3 Raw Water Use. The Town shall not provide any raw water for irrigation or any other use to the Turnbull Property under this Agreement. However, nothing in this Agreement

shall prevent Turnbull from using or seeking a separate/additional source of raw water supply in accordance with Colorado water law governing the appropriation and use of water. The Parties acknowledge that Turnbull currently owns a well on the Turnbull Property and intend to use the well as the primary water supply to the Turnbull Property for the time being. In addition, nothing in this Agreement shall prevent the Town from taking any action in accordance with Colorado water law that it deems appropriate and necessary to protect its own water rights and supplies should Turnbull seek to change any existing or develop any new raw water rights or supplies on the Turnbull Property at any future point. There shall be no cross-connections between the Town Water System and any raw water supplies or infrastructure on the Turnbull Property. Once Turnbull connects to the Town Water System, Turnbull shall install any necessary backflow prevention devices on any such raw water supplies or infrastructure on the Turnbull Property as required by Town Code § 13-3-10 et al., including but not limited to the backflow assembly described under paragraph 2 below and the inspection, testing, and repair requirements described in Town Code § 13-3-60 and under paragraph 2.3 below. Turnbull is responsible for the proper installation, maintenance, and testing of any requisite backflow prevention devices and for assuring that unprotected cross-connections or structural or sanitary hazards do not exist on the Turnbull Property.

1.4 Rules for Water Use. All provisions in this Agreement are rules and regulations governing the use of water from the Town Water System on the Turnbull Property. Turnbull shall abide by the Town's ordinances, rules, and regulations governing the Town Water System as they apply additionally and equally to all Town Water System users, including but not limited to the Town Code provisions pertaining to conservation measures, curtailment during times of shortage, outdoor watering limitations, elimination of any actual or potential cross-connections, and utilization of water conservation devices. Turnbull agrees to take reasonable efforts to prevent waste of water, as "waste" is defined in the Town Code, on the Turnbull Property.

1.5 Property Rights in Water. All water provided under this Agreement is on a contractual basis for use on the Turnbull Property and all property rights to such water are reserved to the Town. This Agreement does not bestow upon Turnbull any right to make a succession of uses of any potable water provided by the Town, and upon completion of the primary use of potable water on the Turnbull Property, all dominion over such water shall revert in its entirety back to the Town. However, subject to the general prohibition against waste set forth in this Section 1, Turnbull shall have no obligation to create any particular volume of return flow from use of the potable water provided under this Agreement. Turnbull shall cooperate with the Town to reasonably measure and report its return flows to the extent that such measuring and reporting are required by the Colorado State Engineer.

2. Connection to Town Water System. Turnbull may connect two water service lines with a maximum size each of one inch (1") to the Town Water System. Turnbull shall bear all expenses associated with installation and construction of the 1" line and all related infrastructure (collectively the "Turnbull Service Lines"). Such infrastructure must include both a backflow prevention assembly and a meter. The backflow prevention assembly and meter are to be located on the Turnbull Property as near as reasonably possible to the point where the Turnbull Service

Line connects to the Town Water System. The Town will provide Turnbull with the appropriate meter at Turnbull's expense. Turnbull shall accomplish all construction and installation work relating to the Turnbull Service Line in a workmanlike manner and in accordance with the engineered plans reviewed and approved by the Town in accordance with Town Code § 13-1-280(d) & (e) and any other applicable sections. Upon completion of the installation, Turnbull's professional engineer shall certify in writing to the Town that the work was accomplished in a workmanlike manner in conformity with the Town approved engineering plans and with the water service line engineering feasibility study and hydraulic analysis called for in Town Code § 13-1-280(d), including but not limited to certification of the adequacy of the backflow prevention assembly.

2.1 Preconstruction documents. Turnbull shall submit to the Town all plans and other documents called for by Town Code § 13-1-280 for review and approval and/or approval with conditions, in a timely manner prior to any construction pursuant to this Agreement.

2.2 Utility Easement. Turnbull shall be responsible at its sole effort and expense for securing or confirming any easements that it needs to connect the Turnbull Property to the Town Water System.

2.3 Inspection, Testing, and Repair. Turnbull shall ensure that the Turnbull Service Line and Property are available to Town representatives for inspection, as authorized in the Town Code, to confirm that the Turnbull Service Line and associated backflow prevention assembly and meter have been constructed and installed in accordance with the Town approved engineering plans and feasibility study, that no cross-connections or other structural or sanitary hazards exist, that no treated municipal water is being used for outdoor irrigation or aesthetic purposes other than as provided in this Agreement, and that Turnbull is in general compliance with all provisions in the Town Code and other Town ordinances, rules, regulations, and policies that govern the Town Water System. Specifically but not exclusively, a certified cross-connection control technician shall test the Turnbull Service Line backflow prevention assembly upon installation, and then once-per-year subsequently, at Turnbull's expense in accordance with Town Code § 13-3-60. If the backflow prevention assembly is ever found to be defective, Turnbull shall repair or replace the device for re-testing.

3. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). Turnbull shall be responsible for all OMR of the Turnbull Service Line and shall accomplish such OMR in a workmanlike manner. In the event that Turnbull plans a major repair or replacement to the Turnbull Service Line, it shall provide the Town with reasonable advance notice of the work to be undertaken and the estimated time of completion. In the event that the Town discovers an emergency situation or condition (such, but not limited to, a pipeline rupture), it shall make all reasonable attempts to promptly notify Turnbull.

4. Sewer Service. This Agreement does not govern extension of the Town's sewer system to the Turnbull Property nor authorize Turnbull to receive municipal sewer services from the Town.

5. Fees and Costs/Expenses. Except as otherwise provided in this Agreement, Turnbull shall pay all fees and other charges required under this Agreement and Town Code § 13-1-280 in a timely manner. Any requisite sum that is not timely paid shall accrue interest at eighteen percent (18%) per annum, or the highest rate allowed by applicable law, whichever is less, commencing on the date such sum becomes due and owing.

5.1 System Development Fees. There are no system development fees within the meaning of Town Code § 13-1-280(E)(4)(h) owed by Turnbull under this Agreement.

5.2 Tap Fees. As partial consideration for this Agreement, the Town waives the tap fee requirement that would otherwise be owed by Turnbull as defined in Town Code § 13-1-280(E)(4)(i).

5.3 Service Fees. Turnbull shall be required to pay service fees for each tap at two times (2X) times the in-town rate in accordance with Town Code § 13-1-280(E)(4)(j).

5.4 Fees and Costs. As partial consideration for this Agreement, the Town waives the costs and expenses requirements that would otherwise be owed by Turnbull and defined in Town Code § 13-1-280(E)(6) that have been incurred by the Town in connection with its provision of potable water service to Turnbull and with transacting this Agreement.

5.5 To the extent the terms of this Agreement conflict with the provisions of the Town Code, the terms of this Agreement shall control. Not by way of limitation, the Town expressly waives any restriction contained in Town Code § 13-1-280(e)(5).

6. Consideration. The Town entering into this Agreement and granting Turnbull consent to connect to the Town Water System is consideration for Turnbull's grant of easement to the Town for construction and installation of a segment of the Town Pipeline on the Turnbull Property pursuant to the associated Easement Agreement between the Parties.

7. Covenant Running with the Land. The recording of this Agreement shall create a covenant running with and for the benefit of the Turnbull Property that restricts all use of potable water delivered to the Turnbull Property through the Town Water System to the terms and conditions of this Agreement and to all other Town Code provisions, ordinances, rules, regulations, and policies that govern the Town Water System as they apply additionally and equally to all Town Water System users. This Agreement shall be fully enforceable on the Turnbull Property as if it were situated entirely inside the Town's municipal boundaries. This Agreement shall further burden and benefit the Turnbull Property and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

8. Amendment / Termination. Except as provided above, this Agreement may only be amended or terminated in writing signed by both Parties or their successors or assigns. The term of this Agreement shall continue in perpetuity until such termination.



11. Indemnification. Turnbull agrees to indemnify, defend, and hold the Town, and its elected officials, officers, employees, agents, attorneys, insurers, and insurance pools harmless from and against all liability, claims, damages, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with Turnbull's and/or its agents, representatives, or contractors' negligence or intentional misconduct in relation to installation, construction, use, or OMR of the Turnbull Service Pipeline or potable water delivered via the Turnbull Service Pipeline, or from Turnbull's failure to comply with any term or condition of this Agreement. Turnbull agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands at its sole expense, including, without limitation, court costs and attorneys' fees with an attorney of Turnbull's choosing in Turnbull's sole discretion, whether or not any such alleged liability, claims, or demands are found to be groundless, false, or fraudulent.

12. Immunity. Nothing in this Agreement shall be construed to abrogate or diminish any protections and limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law.

13. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Easement Agreement between the Parties.

15. Recordation. Following execution, the Town shall record this Agreement in the Gunnison County Clerk and Recorder's Office.

16. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties. Electronically generated, fully signed copies of this Agreement shall be treated as originals.

17. Severability. If a court of competent jurisdiction ever holds any paragraph, term, or provision in this Agreement to be illegal or in conflict with any state or federal law, such determination shall not affect the validity of the Agreement's remaining paragraphs, terms, and provisions. The rights and obligations of the Parties shall be construed and enforced as if the

Potable Water Service Agreement (Turnbull)  
Page 8 of 10

Agreement did not contain the invalidity.

18. Code Changes. References in this Agreement to any provision of the Code or to any other Town policy refer to any and all subsequent amendments or revisions to such Code or policy. Any amendment or revision shall have the same binding affect upon the Parties as the Code provision or Town policy in effect at the time of the execution of this Agreement.

19. Incorporation of Exhibits. The attached Exhibit A is incorporated into this Agreement by reference and is a material part of this Agreement.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Potable Water Service Agreement (Turnbull)  
Page 9 of 10

**TOWN OF CRESTED BUTTE**  
A Colorado home rule municipality

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

ATTEST:

\_\_\_\_\_ (SEAL)  
Lynelle Stanford, Town Clerk

STATE OF COLORADO            )  
  ) SS.  
COUNTY OF GUNNISON        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by James A. Schmidt as Mayor of the Town of Crested Butte.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_



**EXHIBIT A**  
**(Turnbull Property)**

Lot 8, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed  
April 26, 1990 As Reception No. 419857, County of Gunnison, State of Colorado.

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMELA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively “Parties”).

### Recitals

A. The Town owns the Crested Butte Town Pipeline conditional water right (“Town Pipeline”). The Division 4 Water Court decreed the Town Pipeline in Case No. W-2084 on April 19, 1974 for 15.0 c.f.s. out of the Slate River for municipal use within the Town’s water delivery system (“Town Water System”) with an appropriation date of November 3, 1969.

B. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 317700001007 (“Turnbull Property”). The Turnbull Property is legally described in **Exhibit A** as Lot 8, Trappers Crossing at Crested Butte, according to the Plat filed on April 26, 1990 and recorded at Reception No. 419857 of the Gunnison County Clerk and Recorder’s Office (“Trappers Crossing Plat”), and is located outside the Town’s boundaries.

C. The Town desires to develop the Town Pipeline by installing a pump station or diversion structure on the southern bank of the Slate River on a neighboring property, and then piping water across the Turnbull Property and other properties to the Town of Crested Butte Reservoir.

D. Turnbull desires to grant to the Town an easement for installation of a segment of the Town Pipeline on, and delivery of water across, the Turnbull Property pursuant to the terms and conditions of this Agreement.

E. In exchange for the grant of easement, the Town agrees to enter into a Potable Water Service Agreement with Turnbull pursuant to the terms and conditions of this Agreement to allow the Turnbull Property to connect to the Town Water System.

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

### Agreement

1. Grant of Easement. Turnbull grants to the Town a perpetual easement across the Turnbull Property (“Town Pipeline Easement”) for the Town Pipeline in accordance with the specifications and terms and conditions contained in this Agreement. The purpose of the easement is for egress and ingress to excavate, construct, install, operate, inspect, maintain, clean, repair, and replace the Town Pipeline. The easement premises shall be thirty feet (30’) wide, fifteen feet (15’) from either side of the centerline of the Town Pipeline. The proposed alignment

of the Town Pipeline is shown on **Figure 1**. However, Turnbull agrees that the Town may adjust the proposed alignment of the Town Pipeline prior to its construction with Turnbull's prior consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Town shall not adjust the proposed alignment so that it crosses any portion of the shaded area on the attached **Exhibit B**. If the Town proposes to adjust the alignment so that the Town Pipeline would cross through the shaded area on **Exhibit B**, Turnbull may reject such proposal in Turnbull's sole and absolute discretion. If the proposed alignment is adjusted prior to construction with Turnbull's prior consent, the Town will retain and utilize the Town Pipeline Easement, albeit in the adjusted alignment, for no additional consideration so long as the pipeline and easement still meet the parameters of this Agreement. Under such circumstances, any portion of the proposed alignment depicted on **Figure 1** that is not utilized for the Town Pipeline, once constructed, shall be considered abandoned and shall not be considered to be part of the Town Pipeline Easement in any way. Upon completion of the construction and installation of the Town Pipeline, the Town shall hire a licensed surveyor to prepare a surveyed description and mapped depiction of the actual location of the as-built pipeline as it crosses the Turnbull Property. The Town shall record the finished as-built surveyed easement with a copy of this Agreement attached at its expense within a reasonable time. The recorded surveyed easement shall be considered the final alignment and scope of the Town Pipeline Easement.

2. Non-exclusivity of Easement. Turnbull shall retain the right to use and enjoy the premises of the Town Pipeline Easement so long as such use and enjoyment does not unreasonably interfere with the Town's rights under this Agreement. Turnbull shall not install or allow location of any permanent improvements on the easement premises, including but not limited to buildings, sheds, trees, pavement, and other similar non-removable structures. In the event that Turnbull does erect, install, or allow any permanent improvements on the easement premises, Turnbull understands and agrees that the Town may remove such permanent improvements at Turnbull's expense after first giving Turnbull a reasonable opportunity to self-perform the removal. If such improvements cause damage to the Town Pipeline, Turnbull understands that such damage is in violation of the Town of Crested Butte Municipal Code and that the Town may pursue all available remedies thereunder. The Town shall have no responsibility or liability for any damage or destruction to the removed permanent improvements.

3. Proper Installation of the Town Pipeline. The Town shall bear all expenses associated with installation of the Town Pipeline. The Town shall accomplish all construction work relating to the installation in a workmanlike manner and in the location and under the parameters of the Town Pipeline Easement as set forth in paragraph 1 above. The Town shall complete such work expeditiously and, once started, shall pursue such work with reasonable diligence to completion. The Town shall locate the Town Pipeline underground at all points where it crosses the Turnbull Property. If any appurtenances to the Town Pipeline, such as vents or manholes, need to be located above ground for legitimate safety or other functionality reasons, the Town shall design, construct, and install any such above-ground infrastructure to appear as discrete as reasonably possible. Where the Town believes it is necessary to construct infrastructure above-ground, the Town shall notify Turnbull and obtain

permission from Turnbull in advance. Turnbull shall not unreasonably withhold or condition such permission. Upon completion of the installation, the Town's professional engineer shall certify in writing that all work was accomplished in a workmanlike manner and in conformity with this Agreement.

4. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). The Town shall be responsible for all OMR of the Town Pipeline, and shall accomplish all OMR in a workmanlike manner to avoid or mitigate any damage to the Turnbull Property. In the event that the Town plans a major repair or replacement of the Town Pipeline within the premises of the Town Pipeline Easement, it shall provide Turnbull with reasonable advance notice of the work to be undertaken and the estimated time of completion. However, in the event of an emergency situation or condition (such as, but not limited to, a pipeline rupture) the Town may go onto the easement premises at any time to undertake any such repair or replacement work that it deems necessary to properly mitigate or resolve the emergency. In the event that Turnbull discovers an emergency situation or condition pertaining to the Town Pipeline, it shall make all reasonable attempts to promptly notify the Town as soon as possible.

5. Restoration of Surface Disturbance. If and to the extent the installation or OMR of the Town Pipeline causes any disturbance to the Turnbull Property, including but not limited to the landscaping (excluding trees), gardens, lawns, or grounds, the Town shall regrade, restore, re-seed, and/or revegetate the disturbed areas with native grasses and shrubs to the condition existing prior to the work at its expense. The Town shall warranty the survival of any such landscaping or revegetation work for two (2) years.

6. Consideration. The grant of easement governed by this Agreement is consideration for Town's grant of consent to Turnbull to connect the Turnbull Property to the Town Water System under the terms and conditions of the associated Potable Water Service Agreement between the Parties.

7. Liability to Others. Each Party shall be responsible for any and all claims, demands, actions, losses, liabilities, damages, or expenses of whatever sort, including attorneys' fees, incurred or suffered by any person or entity arising out of or in connection with such Party's use or occupation of the Town Pipeline Easement premises, including the use or occupation of the easement premises by any Party's agents, employees, contractors, invitees, or licensees. However, nothing in this Agreement shall be construed to abrogate or diminish any protections or limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law. In the event that the Parties or their respective officers, directors, members, employees, agents, contractors, representatives, heirs, or assigns may be held jointly and severally liable under any statute, decision, or other law providing for such joint and several liability for their respective activities on the Town Pipeline Easement premises, the obligations of each Party for damages shall be apportioned, as between the Town and Turnbull, in direct proportion to the contributions of each as measured by the acts and omissions of each that in fact caused such

Easement Agreement (Turnbull)  
Page 4 of 6

legal injury, damage, or harm. The Parties agree to indemnify one another to the extent necessary to assure proper apportionment. The Town further agrees to add Turnbull as an additional named insured on the Town's comprehensive general liability insurance policy, which insurance shall be maintained by the Town to provide protection to Turnbull against liability from claims arising out of acts or omissions by the Town in the Town's use of the Town Pipeline Easement.

8. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action in court to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

9. Binding Agreement. This Agreement and the governed grant of easement shall run with the burdened and benefitted lands and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Potable Water Service Agreement between the Parties.

11. Recordation. Following execution, the Town shall record this Agreement in the Gunnison County Clerk and Recorder's Office.

12. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties. Electronically generated, fully signed copies of this Agreement shall be treated as originals.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement (Turnbull)  
Page 5 of 6

**TOWN OF CRESTED BUTTE**  
A Colorado home rule municipality

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

ATTEST:

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

(SEAL)

STATE OF COLORADO            )  
  )  
  SS.  
COUNTY OF GUNNISON        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by  
James A. Schmidt as Mayor of the Town of Crested Butte. Witness my hand and official seal.

My Commission expires:\_\_\_\_\_.

\_\_\_\_\_

**THOMAS M. TURNBULL**

\_\_\_\_\_  
By: Thomas M. Turnbull

STATE OF COLORADO            )  
  ) SS.  
COUNTY OF \_\_\_\_\_        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by  
Thomas M. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_.  
\_\_\_\_\_

**PAMELA L. TURNBULL**

\_\_\_\_\_  
By: Pamela L. Turnbull

STATE OF COLORADO            )  
  ) SS.  
COUNTY OF \_\_\_\_\_        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2020 by  
Pamela  
L. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_.  
\_\_\_\_\_

**EXHIBIT A**  
**(Turnbull Property)**

Lot 8, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed  
April 26, 1990 As Reception No. 419857, County of Gunnison, State of Colorado.

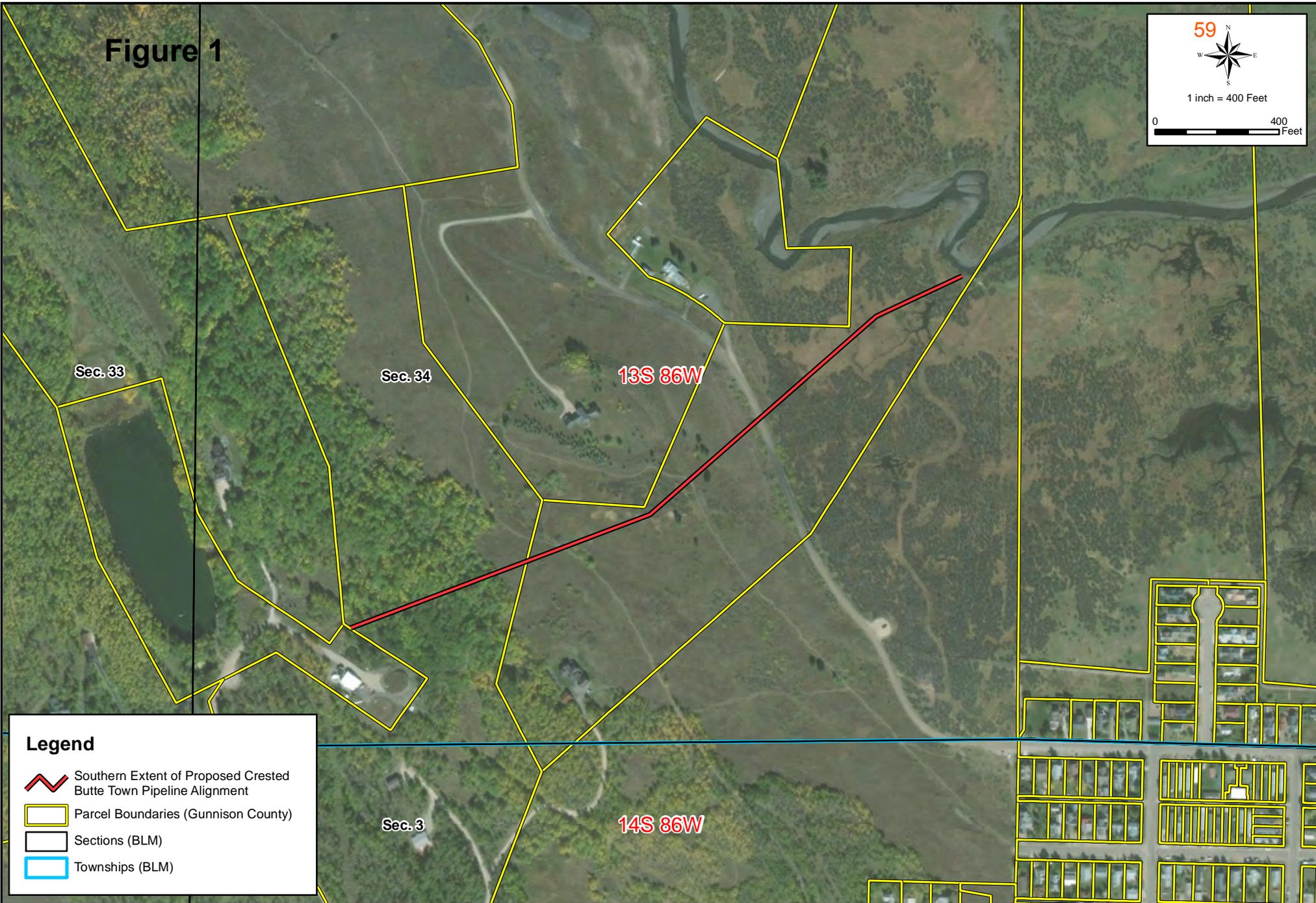


Figure 1

59

1 inch = 400 Feet

0 400 Feet



**Legend**

- Southern Extent of Proposed Crested Butte Town Pipeline Alignment
- Parcel Boundaries (Gunnison County)
- Sections (BLM)
- Townships (BLM)

Date: 5/10/2018 Document Path: P:\131-004 McCormick Ditch Crested Butte\100\Mapping\Figure 1 - Town of CB Proposed Pipeline May 2018.mxd

User Name: tdowing

GUNNISON COUNTY, CO



Wright Water Engineers, Inc.  
 1666 N. Main Ave., Ste.C  
 Durango, CO 81301  
 (970) 259-7411 ph 259-8758 fx

# PROPOSED ALIGNMENT FOR CRESTED BUTTE TOWN PIPELINE

PRIVILEGED AND CONFIDENTIAL INFORMATION  
 TOWN OF CRESTED BUTTE

PROJECT NO.  
 131-004.110

DRAFT  
 FIGURE  
 1

December 4, 2019

Town of Crested Butte  
Attn: Dara MacDonald  
PO BOX 39  
Crested Butte, CO 81224

RE: Request for Extension of Water Service Beyond Town Boundaries

Dara MacDonald

Thomas M. Turnbull and Pamela L. Turnbull (Owners) are hereby providing a written request to extend potable water services beyond the Town of Crested Buttes (Town) boundaries. The Owners wish to connect to the water transmission line, which is located within a 30' wide easement that crosses the Owner's Property. In return, the Town will receive an easement to construct the Town Pipeline across the Owner's Property.

Pursuant to Section 13-1-280 of the Town of Crested Butte Municipal Code, the owner is required to provide a written request to the Town Manager, which shall include:

1. A legal description of the real property to be served
2. A description of the nature and scope of the land owner's proposed development
3. A statement as to the timing of the completion of the development
4. An estimate as to the probable flow requirements
5. A description with copies of all supporting documents of the property rights that allow for such an extension.

The legal description of the property is Lot 8, Trappers Crossing at Crested Butte and further illustrated in **Exhibit A**. The property has already been developed and includes a primary single family dwelling unit and a detached garage with a second single family dwelling unit. The primary unit and garage unit have a living area of 1,478 and 1,339 square feet, respectively, for a total living area of 2,817 square feet. At this time, the Owner does not wish to actively pursue the connection of a potable water service to the Town's transmission line; however, the Owners would like to have the option to connect to the Town's water system at a future date. With respect to probable flow requirements, the Owner is requesting a 1 inch potable service line. Depending on certain dynamic factors, a 1 inch service line can provide approximately 15 gpm of water. Once the Owner decides to connect to the Town's transmission line, the Owner will be required to perform an Engineering Feasibility Study, which will ascertain water demands. Finally, a copy of the title commitment to the property is attached as **Exhibit B**. Also attached as **Exhibit A** is the Trappers Crossing Plat, which shows the Town's 30 foot wide Water Transmission Line Easement.

Per the Agreement Regarding Municipal Water Service between the Owners and Town dated December 4, 2019, this letter constitutes the filing of a written request. If you should have any questions regarding this request, feel free to contact us at 970-640-3330 or email at [mpturnbull@msn.com](mailto:mpturnbull@msn.com).

Sincerely

Thomas M. Turnbull  
Owner

Pamela L. Turnbull  
Owner

**EXHIBIT A**  
**(Turnbull Property)**

Lot 8, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed  
April 26, 1990 As Reception No. 419857, County of Gunnison, State of Colorado.

## Exhibit B



### Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **GUR88001784-4**

Date: **11/22/2019**

Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**

#### PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

##### For Closing Assistance

Christina Cesario  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 349-0115 (Work)  
(800) 834-5192 (Work Fax)  
[ccesario@ltgc.com](mailto:ccesario@ltgc.com)  
Company License: CO44565

##### For Title Assistance

Land Title Crested Butte Title Team  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 626-7001 (Work)  
(877) 375-5025 (Work Fax)  
[gcreponse@ltgc.com](mailto:gcreponse@ltgc.com)

##### Buyer/Borrower

THOMAS M. TURNBULL AND PAMELA L. TURNBULL  
Delivered via: No Commitment Delivery

##### Agent for Buyer

COLDWELL BANKER MOUNTAIN PROPERTIES  
Attention: JOSEPH GARCIA  
PO BOX 100  
215 ELK AVE  
CRESTED BUTTE, CO 81224  
(970) 209-4034 (Cell)  
(970) 349-5007 (Work)  
(970) 349-5463 (Work Fax)  
[joegarcia@cbmp.com](mailto:joegarcia@cbmp.com)  
Delivered via: Electronic Mail

##### Seller/Owner

THE JOYA DEPASQUALE FAMILY TRUST DATED  
AUGUST 10, 1999  
Delivered via: No Commitment Delivery

##### Agent for Seller

LIV SOTHEBY'S INTERNATIONAL REALTY  
Attention: CATHERINE BENSON  
PO BOX 210  
401 ELK AVE  
CRESTED BUTTE, CO 81224  
(970) 349-6653 (Work)  
(970) 349-6654 (Work Fax)  
[cathy.benson@sothebysrealty.com](mailto:cathy.benson@sothebysrealty.com)  
Delivered via: Electronic Mail



**Land Title Guarantee Company  
Estimate of Title Fees**

Order Number: **GUR88001784-4** Date: **11/22/2019**  
 Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**  
 Parties: **THOMAS M. TURNBULL AND PAMELA L. TURNBULL**  
**THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title Insurance Fees</b>	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$3,699.00
Tax Certificate	\$26.00
<b>Total \$3,725.00</b>	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Gunnison county recorded 11/15/1999 under reception no. 497774](#)

[Gunnison county recorded 09/14/1990 at book 682 page 340](#)

**Plat Map(s):**

[Gunnison county recorded 04/26/1990 under reception no. 419857](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: GUR88001784-4

**Property Address:**

123 MEADOW DRIVE, CRESTED BUTTE, CO 81224

**1. Effective Date:**

11/08/2019 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$1,730,000.00  
 Proposed Insured:  
 THOMAS M. TURNBULL AND PAMELA L. TURNBULL

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A Fee Simple

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

**5. The Land referred to in this Commitment is described as follows:**

LOT 8, TRAPPERS CROSSING AT CRESTED BUTTE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. 419857 AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. 663687.

COUNTY OF GUNNISON,  
STATE OF COLORADO.

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**AMERICAN  
 LAND TITLE  
 ASSOCIATION**



**ALTA COMMITMENT****Old Republic National Title Insurance Company****Schedule B, Part I****(Requirements)****Order Number:** GUR88001784-4**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 RECORDED DECEMBER 11, 2018 AT RECEPTION NO. [657735](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOYA DEPASQUALE AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. WARRANTY DEED FROM THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 TO THOMAS M. TURNBULL AND PAMELA L. TURNBULL CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: GUR88001784-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

**The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.**

8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 31, 1891 IN BOOK 45 AT PAGE [574](#); RECORDED DECEMBER 23, 1897 IN BOOK 101 AT PAGE [177](#); PATENT RECORDED JULY 7, 1965 IN BOOK 381 AT PAGE [212](#); PATENT RECORDED MARCH 7, 1986 IN BOOK 627 AT PAGE [503](#); AND RECORDED MARCH 21, 1895 IN BOOK 115 AT PAGE [146](#).
9. ANY RIGHT, TITLE OR INTEREST TO THE STRIP OF LAND TEN FEET WIDE ON EACH SIDE OF THE CENTERLINE OF THE CRESTED BUTTE LIGHT AND WATER COMPANY'S DITCH AS SET FORTH IN QUIT CLAIM DEED RECORDED AUGUST 11, 1890 IN BOOK 81 AT PAGE [63](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 01, 1908 IN BOOK 190 AT PAGE [157](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GUR88001784-4

11. TERMS, CONDITIONS AND PROVISIONS OF LICENSE RECORDED NOVEMBER 15, 1966 IN BOOK 393 AT PAGE [134](#) AND PERPETUAL EASEMENT AS CONVEYED TO THE TOWN OF CRESTED BUTTE IN INSTRUMENT RECORDED SEPTEMBER 21, 1977 IN BOOK 506 AT PAGE [524](#) AND IN QUIT CLAIM DEED RECORDED FEBRUARY 8, 1978 IN BOOK 512 AT PAGE [278](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND LICENSES AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 21, 1989 IN BOOK 672 AT PAGE [417](#).
13. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS OF TRAPPERS CROSSING RECORDED APRIL 26, 1990, IN BOOK 677 AT PAGE [509](#); AS AMENDED BY INSTRUMENTS RECORDED FEBRUARY 14, 1991 IN BOOK 687 AT PAGE [946](#); AND RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511091](#); AND THE APPROVAL OF TOWN OF CRESTED BUTTE TO AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511092](#); AND THE AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511099](#); AND THE AMENDMENT THERETO RECORDED APRIL 13, 2011 UNDER RECEPTION NOS. [604676](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#); AS MODIFIED BY BOUNDARY LINE AGREEMENT RECORDED JULY 8, 1991 IN BOOK 692 AT PAGE [207](#) AND AS SET FORTH ON THE BUILDING SITE RECONFIGURATION PLAT RECORDED SEPTEMBER 4, 2003 UNDER RECEPTION NO. [534486](#) AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. [663687](#).
15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED APRIL 26, 1990 IN BOOK 677 AT PAGE [532](#) AND AS SET FORTH IN AGREEMENT VACATING EASEMENTS RECORDED FEBRUARY 20, 1998 UNDER RECEPTION NO. [481790](#).
16. NOTICE OF WATERSHED ORDINANCES AFFECTING REAL PROPERTY RECORDED FEBRUARY 12, 1993 IN BOOK 720 AT PAGE [163](#).
17. A 5% NONPARTICIPATING ROYALTY INTEREST IN AND TO ALL COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM TRAPPERS CROSSING AT CRESTED BUTTE ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 16, 1992 IN BOOK 715 AT PAGE [398](#) AND ANY AND ALL ASSIGNMENTS AND INTERESTS THEREOF.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GUR88001784-4

18. ALL MINERALS OF EVERY KIND AND NATURE AND DESCRIPTION, INCLUDING BUT NOT LIMITED TO, ALL OIL, GAS, COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM THE SUBJECT PROPERTY; PROVIDED, HOWEVER, THAT THE REMOVAL OF THE ABOVE DESCRIBED MINERALS AND MINERAL RIGHTS SHALL BE DONE IN A MANNER THAT WILL NOT INTERFERE WITH THE FULL AND ABSOLUTE USE AND ENJOYMENT OF THE SURFACE OF THE SUBJECT PROPERTY, AS RESERVED IN GENERAL WARRANTY DEED RECORDED SEPTEMBER 14, 1990 IN BOOK 682 AT PAGE [340](#) AND CONVEYED IN QUIT CLAIM DEED RECORDED JUNE 30, 2014 UNDER RECEPTION NO [627498](#).
19. ACCESS TO THE SUBJECT PROPERTY IS OVER THOSE ROADS AS SHOWN ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) DEDICATED TO TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION, FOR THE NON-EXCLUSIVE USE AND BENEFIT OF THE OWNERS OF ALL LOTS WITHIN TRAPPER'S CROSSING AT CRESTED BUTTE, THEIR GUESTS, SUCCESSORS AND ASSIGNS, AND IS SUBJECT TO THE CONTROL OF THE TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION.
20. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN JOINT ACCESS AGREEMENT RECORDED AUGUST 01, 1990, IN BOOK 680 AT PAGE [727](#).
21. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF UTILITIES EASEMENT RECORDED AUGUST 17, 1990 IN BOOK 681 AT PAGE [397](#).
22. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED AUGUST 10, 1993, IN BOOK 728 AT PAGE [591](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED OF CONSERVATION EASEMENT RECORDED DECEMBER 29, 2005 UNDER RECEPTION NO. [561839](#); ASSUMPTION RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563652](#) AND ASSIGNMENT RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563653](#).
24. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED DECEMBER 02, 2016 AT RECEPTION NO. [643608](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Corporation

#### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

##### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

##### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

*CB Rantz*

Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *C Monroe* President

Attest *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**To:** Mayor Schmidt and Town Council

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

**Thru:** Dara MacDonald, Town Manager

**Subject:** Ordinance No. 12, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Unit 1, Red Lady Estates Condominiums, Town of Crested Butte, County of Gunnison, State of Colorado to Brian and Maria Fenerty for the Sale Price of \$20,000.00.

**Date:** April 20, 2020

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**Background:**

Brian and Maria Fenerty have requested to purchase their lot at 504 Red Lady Estates. The Council received their request and directed the staff to prepare the necessary documents to sell the lot. The Town is required to pass an ordinance to sell Town owned property. The purchase price is \$20,000 plus closing costs.

**Council Action:**

Council member make a motion followed by a second to approve Ordinance 12, Series 2020.

**ORDINANCE NO. 12**

**SERIES 2020**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS UNIT 1, RED LADY ESTATES CONDOMINIUMS, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO BRIAN AND MARIA FENERTY FOR THE SALE PRICE OF \$20,000.00**

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

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

**WHEREAS**, the Town has been leasing the real property described as Unit 1, Red Lady Estates Condominiums in the Town of Crested Butte (“Property”) to Brian and Maria Fenerty pursuant to a Mobile Home Space Lease dated November 1, 2013;

**WHEREAS**, the Fenertys have submitted a written offer to purchase the Property from the Town for the price of \$20,000;

**WHEREAS**, the Town Council has authorized and directed the Town staff to sell the above-described property to Brian and Maria Fenerty for \$20,000.00; and

**WHEREAS**, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

**Section 1. Authorization to Sell Town-owned Property.** The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$20,000.00 plus customary closing costs and fees, of the real property legally described as Unit 1, Red Lady Estates Condominiums, Town of Crested Butte, County of Gunnison, State of Colorado to Brian and Maria Fenerty, for use for affordable housing subject to the Town of Crested Butte Affordable Housing Guidelines, 2003 Edition, Part VI, Red Lady Estates Condominiums, recorded at Reception No. 534707, and other encumbrances of record, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

**Section 2. Appropriation of Funds.** The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property

out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

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

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

**INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2020.**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2020.**

**TOWN OF CRESTED BUTTE, COLORADO**

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

**ATTEST:**

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

**[SEAL]**



## Staff Report

April 20, 2020

**To:** Mayor and Town Council

**Prepared By:** Dara MacDonald

**Subject:** Resolution No. 13, Series 2020 – A Resolution of the Crested Butte Town Council Authorizing an Intergovernmental Agreement with Crested Butte Fire Protection District and Designating CBFPD as the Town’s Emergency Response Authority for Hazardous Incidents

**Summary:** The Town and Crested Butte Fire Protection District (“CBFPD”) have enjoyed a long and successful partnership. This Intergovernmental Agreement (“IGA”) is intended to extend and in some cases clarify the existing relationship. The current agreement between the two entities was last updated in 1986 and some things in our world have changed since then so an update of the understanding of the relationship is warranted.

**Previous Council Action:** The Town and CBFPD work closely together on an ongoing basis. The formal agreement between the entities is from 1982, update in 1986, and governs both the working relationship as well as the lease for Station 1.

**Background:** It had become apparent in the last couple of years that while the relationship between the Town and CBFPD has evolved, the underlying 1982 / 1986 Agreement has not kept up with the changing times. Examples of this include addressing emergency response relationships, the role of CBFPD in review and inspection of residential structures, and inclusion of CBFPD in review of business licenses.

**Discussion:** This IGA has been reviewed by the Marshals, Public Works, Clerks and Community Development departments to address the various aspects of the relationship that touch each department. Some highlights of the agreement include:

Section 5 – DERA - Under State statute each municipality is supposed to designate who is responsible for emergency response during hazardous substance incidents. Staff recommends that the Town designate the CBFPD for this role as they have the training and expertise to respond to haz-mat incidents.

Section 7 – Mutual Aid – This section simply clarifies what should be current practice during a major emergency and sets us up for potential reimbursement should those opportunities be available for an incident.

Section 8 – Designated Fire Department & EMS – This officially clarifies that the Town does not want to be in the business of providing fire and EMS services and that we designate CBFPD to provide those services in Town.

Section 9 – Fire Code – CBFPD has only recently updated their code to match the 2015 version that the Town has been on for some time. We hope to continue working with CBFPD to stay on the same codes going forward and to adopt the same or similar code amendments going forward. This section allows for the Town to defer to the District to adopt the fire code for the Town in the future if they should choose. At a minimum we will work collaboratively together on fire code adoption going forward.

Section 10 – Fire Code Enforcement – This section is really important to clarify the roles and responsibilities for both entities around plan review, inspections, business licenses and enforcement of the fire code.

Section 11 – Capital Expansion Recovery (Impact) Fees – This section just incorporates existing impact fees

**Climate Impact:** Staff does not anticipate any climate impacts related to this IGA.

**Financial Impact:** There is no financial impact to entering into this agreement.

**Legal Review:** The Town Attorney has participated in the drafting of this IGA and is comfortable with the final draft.

**Recommendation:** That the Town adopt the resolution Authorizing an Intergovernmental Agreement with Crested Butte Fire Protection District and Designating CBFPD as the Town’s Emergency Response Authority for Hazardous Incidents

**Proposed Motion:** A Council member should make “a motion to approve Resolution No. 13, Series 2020”, followed by a second and roll call vote.

RESOLUTION NO. 13  
SERIES 2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CRESTED BUTTE AND THE CRESTED BUTTE FIRE PROTECTION DISTRICT AND DESIGNATING THE CBFPD AS THE TOWN'S EMERGENCY RESPONSE AUTHORITY FOR HAZARDOUS INCIDENTS**

WHEREAS, the Town of Crested Butte ("Town") and the Crested Butte Fire Protection District ("District") (collectively, the "parties") desire to cooperatively provide certain services and accomplish certain functions authorized to each party in an efficient and effective manner by way of intergovernmental agreement; and

WHEREAS, the parties are authorized pursuant to Section 29-1-201 *et seq.*, C.R.S. to cooperate and contract with each other with respect to functions lawfully authorized to each of the parties; and

WHEREAS, Colorado law requires each municipality to designate an emergency response authority ("DERA") for hazardous substance incidents and the Town wishes to designate the District as the DERA; and

WHEREAS, the parties desire to enter into the Intergovernmental Agreement attached hereto as Exhibit A to embody their agreement.

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

1. **Authorization.** The Town Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the parties attached hereto as Exhibit A. The effective date of this resolution shall be immediately upon adoption.
2. **Designation of DERA.** The Town Council hereby designates the District as the DERA in accordance with Section 29-22-102(3)(a), C.R.S.

INTRODUCED, READ, AND ADOPTED BEFORE THE TOWN COUNCIL THIS 20 DAY OF APRIL, 2020.

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST

(SEAL)

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Lynelle Stanford, Town Clerk

## INTERGOVERNMENTAL AGREEMENT FIRE SERVICES

- 1. PARTIES.** The parties to this Agreement are the **TOWN OF CRESTED BUTTE**, a home rule municipality ("Town"), and the **CRESTED BUTTE FIRE PROTECTION DISTRICT**, a special district organized and operating pursuant to Colorado statutes, ("District"), together ("Parties")
- 2. AUTHORITY.** The Parties are authorized pursuant to Section 29-1-201, *et seq.* C.R.S. to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties. The functions and services described in this Agreement are lawfully authorized to each of the Parties.
- 3. RECITALS AND PURPOSE.** The Town is located entirely within the boundaries of the District. The Parties desire to cooperatively provide certain services and accomplish certain functions authorized to each Party in an efficient and effective manner by way of intergovernmental agreement. The purpose of this Agreement is to set forth the terms and conditions of said Agreement pursuant to the requirements of Section 29-1-203(2), C.R.S. and to provide for the best interest of the public's health, safety and welfare. Accordingly, in consideration of the mutual covenants stated herein, the Parties agree as follows.
- 4. DEFINITIONS.** For the purposes of this Agreement, the following definitions are applicable.

  - 4.1** "Capital Expansion Recovery Fees" means fees charged by the Town on new development to offset the cost for new and expanded capital facilities necessitated by the development.
  - 4.2** "Governing Body" means the Town Council when referring to the Town and the Board of Directors when referring to the District.
- 5. DESIGNATED EMERGENCY RESPONSE AUTHORITY.** Colorado law requires each municipality and County to designate an emergency response authority (DERA) for hazardous substance incidents. The Town shall designate the District as its DERA in accordance with Section 29-22-102(3)(a), C.R.S. Any reimbursement claims by the Parties shall be governed by the provisions of Section 29-22-104, C.R.S. Upon request of the Town, the District shall include those individuals designated by the Town in the District's hazardous materials incident training programs, if any.
- 6. EMERGENCY MANAGEMENT.** The Town shall appoint an Emergency Management Coordinator to represent the interests of the Town related to planning, mitigation, response and recovery in the event of a Major Emergency. It is understood the Emergency Management Coordinator will likely be a secondary job responsibility for an existing employee or part-time position. The District and the Town further agree that emergency management activities will be coordinated with the Gunnison County

Office of Emergency Management and that the currently adopted versions of the Gunnison County and State of Colorado Emergency Operations Plans will serve as the basis of emergency planning and response to Major Emergencies.

**7. MUTUAL AID.** The Parties agree to provide mutual aid and assistance to each other in the event of a Major Emergency under the following terms and conditions:

**7.1** Upon a request of any Authorized Representative of a Party, an Authorized Representative of the other Party may assign personnel, along with such equipment necessary and proper to perform the requested duties for a period of up to twenty-four (24) hours from the time of request ("Initial Mutual Aid Period") without the expectation of compensation.

**7.2** The decision of one Party to respond to a request by the other Party shall rest entirely upon, and be at the discretion of, the Authorized Representative of the Party receiving the request for services.

**7.3** Assisting personnel and equipment shall be released by the requesting Party either when the services of the assisting personnel are no longer required or when the assisting personnel and/or equipment are otherwise needed by the assisting Party.

**7.4** After the initial 24-hour mutual aid period the parties may seek compensation from one another, or a third Party, based on rates set using the Colorado Resource Rate Form (CRRF) administered by the Colorado Department of Public Safety

**7.5** Each Party hereby waives all claims against the other Party for compensation for any loss of or damage to equipment and for any loss, damage, personal injury or death sustained by responding personnel which arises out of the performance of this Agreement. The provisions of this Agreement do not waive, modify or limit the right of any member of the responding entity to receive benefits pursuant to Section 29-5-109, C.R.S. and Section 29-5-110, C.R.S.

**8. DESIGNATED FIRE DEPARTMENT AND EMERGENCY MEDICAL SERVICE**

**8.1** The Parties acknowledge and agree that under Colorado law, the Town may establish and operate a fire department and/or ambulance service within its municipal boundaries but because the Town lies within the District's boundaries, establishing a separate Town fire department or ambulance service would be inefficient. Accordingly, the Town hereby designates the District and the District agrees to serve as the exclusive provider of ambulance service, fire protection and related services within the Town's boundaries.

**8.2** The Parties acknowledge that the above designation does not create an employee-employer relationship nor is it intended to delegate or confer any powers or responsibilities to the District beyond those given to the District under Section 32-1-101, *et seq.*, C.R.S.

**8.3** The designation of the District as an exclusive provider under this Agreement does not preclude the use of third party mutual aid resources by either Party.

- 9. FIRE CODE.** The Town has adopted the International Fire Code codified at Article 6 Chapter 16 of the Town Code. In addition, pursuant to the provisions of Section 32-1-1002(1)(d), C.R.S., the District may adopt and enforce a fire code that applies within the Town boundaries if the Governing Body of the Town adopts a resolution stating that the code or specific provisions thereof would be applicable within the Town. The Town and District shall work collaboratively on the development and approval of any amendments to the fire code applicable within the Town at least every six years.

**10. FIRE CODE ENFORCEMENT.**

**10.1.** The District shall appoint a qualified fire code official to enforce the fire code applicable within the Town including but not limited to issuing citations and other means of code enforcement. The fire code official shall promptly notify the Town's building official of any potential violations of the fire code and work with the building official to resolve any code violations.

**10.2.** The Town Council shall serve as the board of appeals if such board is established by the fire code. The Town Council may designate the Governing Body of the District as the board of appeals in the future if approved by ordinance of the Town Council and acceptable to the Governing Body of the District.

**10.3.** The Town will coordinate with the District to incorporate fire code requirements into the Town's building code and related inspection processes.

**10.4.** The District shall perform required plan reviews and inspections for compliance with the fire code at its expense and may charge fees to applicants and impose penalties for non-compliance in accordance with policies and rate schedules adopted by the District's Governing Body. No fees shall be charged for units that meet the qualifications under the Town's Affordable Housing Fee Waiver Policy with the exception of fees charged by third parties that may be required for fire code compliance review and/or inspection beyond the in-house expertise of District staff.

**10.5.** The Town shall refer to the District preliminary and final sketch plans of all proposed subdivisions, commercial buildings and multi-family residential projects for the purpose of receiving the District's comments on accessibility for fire equipment and vehicles, location and proposed fire hydrants, compliance with fire codes and standards, etc. The District shall respond to the referrals within the time limits set forth in the Town's applicable regulations.

**10.6.** The District shall conduct annual inspections or at such other interval as required by the fire code applicable within the Town.

**10.7** The Town shall notify the District within 7 business days of issuance of any business licenses.

**10.8** The District shall perform inspections of any marijuana or liquor license establishments within 7 days of notification from the Town of a new license application or pending transfer of ownership for such establishment.

- 11. CAPITAL EXPANSION RECOVERY (IMPACT) FEES.** The Town has adopted Capital Expansion Recovery Fees a portion of which are imposed to offset costs for capital facilities related to fire protection. Historically, the Town has collected the portion of the Capital Expansion Recovery Fees allocated to the District. However, to promote the efficient use of resources, the Town and District agree that the District, on behalf of the Town, shall collect that portion of the Capital Expansion Recovery Fees related to District services. This does not alter or impair the authority of the Town to adopt and assess such fees, nor does it change the Parties' continued dedication to collaborate when new development projects are proposed within the Town. If authorized by the Capital Expansion Recovery Fee provisions of the Town Code, alternative payments such as land dedication may be negotiated with the mutual agreement of both the District and the Town.
- 12. FIRE HYDRANTS.** The Town and District agree to coordinate periodic fire hydrant inspections and testing within the Town's boundaries; the Town agrees to permit the District to label or otherwise identify hydrants as to pressure, size of line, etc. The Town will not change hydrant connections without consulting the District. Fire hydrants shall be maintained by the Town to include snow removal as needed.
- 13. USE OF MUNICIPAL WATER.** The District shall not utilize un-metered water from the Town's municipal water system except in case of emergency. If the District wants to utilize un-metered water from the Town's municipal water system for training or other purposes, such request must be submitted to the Town with at least 24 hours of notice to the Public Works Director and Water Plant Manager. The Town must grant authorization for such use prior to the District accessing un-metered water and such authorization will not be unreasonably withheld.
- 14. MAPPING.** The Parties acknowledge the desirability of establishing a systematic, comprehensive and periodic mapping procedure. The Parties shall periodically meet and confer for the purposes of retaining and utilizing an expert for mapping purposes. The Parties also agree to meet and confer with other school, water or sanitation districts and Gunnison County for further coordination of mapping efforts and defraying costs.
- 15. CONTINUED COOPERATION.** The Parties shall periodically and upon request by either Party meet to confer to discuss issues of mutual concern, including, but not limited to personnel, training, equipment purchases, communications, procedures, code enforcement, inspections and other issues of possible joint cooperation.

- 16. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- 17. **FORMER AGREEMENTS.** This Agreement shall supersede and replace any previously executed agreements for fire services between the Town and District, including but not limited to, the Intergovernmental Agreements executed April 15th, 1982; July 2nd, 1986; and February 8<sup>th</sup>, 2000.
- 18. **INTERPRETATION.** It is the intent of the parties that no provision, sentence, word or effect of this Agreement shall be interpreted to be in conflict with Colorado law.
- 19. **TERM.** This Agreement shall be in effect for a period of five (5) years from the date of execution by both parties and will renew automatically for additional periods of (5) years unless terminated by either the mutual agreement of the parties; or by ninety (90) days advance written notice given by either Party informing the other Party of its intention to terminate this Agreement with or without cause. The five (5) year term is intended to prompt both parties to revisit and/or update the agreement on a periodic basis.
- 20. **IMMUNITY PRESERVED.** Nothing in this Agreement shall be construed as a waiver, express or implied, of any privilege, defense or immunity provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time, or any other applicable law.

**DATED:** \_\_\_\_\_, 2020      **TOWN OF CRESTED BUTTE**

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

**ATTEST:**

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

**DATED:** \_\_\_\_\_, 2020      **CRESTED BUTTE FIRE PROTECTION DISTRICT**

\_\_\_\_\_  
Paul Hird, Board President

**ATTEST:**

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W. Eric Tunkey, Board Secretary

**Agenda**  
**Mock Design Review Committee**  
**Monday**  
**Tuesday April 7, 2020**

- 10:30 Consideration of the application of **Town of Crested Butte** to site a single family residence and cat barn to be located at 2 Tenth Street, Block 80, Lot 1 in the P zone. (Wasinger/SOAR students)  
**- A virtual 'informal review' in preparation for architectural approval scheduled in May, is requested.**

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



## AGENDA

### Regular Town Council Meeting

6:00 PM - Tuesday, April 21, 2020

Council Chambers

1.

To attend this meeting please connect either by your computer or phone.

**Please join my meeting from your computer, tablet or smartphone.**

<https://www.gotomeet.me/TownofMtCrestedButte>

**You can also dial in using your phone.**

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**Access Code:** 413-330-189

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/413330189>

2. **6:00 P.M. - CALL TO ORDER**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

4.1. Approval of the April 7, 2020 Regular Town Council Meeting Minutes

5. **OATH OF OFFICE**

5.1. Administration of Oath of Office to Newly Elected Council Members, Michael Bacani, Janet R. Farmer, Nicholas Kempin, Roman Kolodziej and Dwayne Lehnertz.

6. **MAYOR AND MAYOR PRO TEM**

6.1. Selection of Mayor and Mayor Pro Tem for Two-Year Terms

7. **PUBLIC COMMENT**

Citizens may make comments on items NOT scheduled on the agenda. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, if necessary. You must sign in with the Town Clerk before speaking. Comments are limited to three minutes.

8. **REPORTS**

8.1. **Town Manager's Report**

8.2. **Department Head Reports**

8.2.1. Community Development Report

8.2.2. Finance

8.2.3. Police Department

8.2.4. Public Works

**8.3. Town Council Reports****8.4. Other Reports**

- 8.4.1. Crested Butte/Mt. Crested Butte Chamber of Commerce 2019 Year End Report – Ashley UpChurch
- 8.4.2. Crested Butte/ Mt. Crested Butte Winter 2019/2020 Admissions Tax Report – Light Up Night and Crafted – Brittany Coutts

**9. CORRESPONDENCE****10. OLD BUSINESS****11. NEW BUSINESS**

- 11.1. Discussion and Possible Consideration of a Community Housing Restrictive Covenant and Agreement for Community Housing Units in the Nordic Inn PUD – Carlos Velado and Aaron Huckstep
- 11.2. Appointment of Two Citizens to the Gunnison Valley Land Preservation Board - Tiffany O'Connell
- 11.3. Discussion and Possible Consideration of Resolution No. 11, Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Amending Resolution 5, Series 2020, Setting the Fees Charged for the Inspection and Licensing of Short-Term Rental Units – Joe Fitzpatrick and Kathy Fogo
- 11.4. Discussion and Possible Consideration of the Intergovernmental Agreement Regarding Undesirable Plant Management 2020 - Joe Fitzpatrick
- 11.5. Consideration of the following appointments:
  - Two Council Members to the Mountain Express Transportation Committee For Terms of Two Years
  - One Town Council Member to the Crested Butte/Mt. Crested Butte Chamber of Commerce Board of Directors
  - One Town Council Member to the Center for the Arts Board of Directors
  - One Town Council Member as Representative to Region 10
  - One Town Council Member To the Gunnison Valley Transportation Planning Region Committee
  - One Town Council Member as Representative to Club 20
  - One Town Council Member as Representative to The Colorado Association of Ski Towns
  - Two Town Council Members as Representatives To The RTA
  - One Town Council Member as Representative To The Tourism Association Advisory Board.
  - One Town Council Member to DDA Board Of Directors
  - One Town Council Member to Gunnison Valley Regional Housing Authority
  - One Appointment Of One Town Council Member And Up To Two Citizens To The Land Preservation Board
  - One Town Council Member to CML Policy Committee
  - One Town Council Member to the Valley Housing Fund

- Two Town Council Members and One Citizen To The Mt. Crested Butte Admissions Tax Grant Committee
- One Town Council Member to the One Valley Leadership Taskforce
- Gunnison County Food Pantry Advisory Board
- Sustainable Tourism and Outdoor Recreation Committee
- North Village Planning Committee
- North Village Housing Subcommittee

**12. OTHER BUSINESS**

**13. EXECUTIVE SESSION**

13.1. Executive Session – North Village - Negotiations – C.R.S. 24-6-402(4)(e)

**14. ADJOURNMENT**

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 970-349-6632 at least 48 hours in advance of the meeting.

**GUNNISON CITY COUNCIL AGENDA  
MEETING WIL BE HELD REMOTELY**

Approximate meeting time: 1.5 hours

**TUESDAY, APRIL 7, 2020                      WORK SESSION                      Noon to 1:30 P.M.**

The Gunnison City Council [PUD Work Session](#) will be conducted virtually. Click on PUD Work Session link to access this meeting. Registration to engage with this meeting is required.

**I. Presiding Officer Call Regular Session to Order: (Mayor will do an oral roll call):**

**II. Planned Unit Development (PUD) Work Session**

Background: To prepare Council for up-coming discussions and decisions regarding multiple Planned Unit Development (PUD) amendments, staff is conducting a training on the processes and complexities of this process. A packet of information on the PUD process, prepared by the City of Gunnison's Community Development department, will be available to Council and the public on Monday, April 6, 2020.

Staff contact: Community Development Director Anton Sinkewich

**III. COVID-19 Updates and Discussion**

Background: Due to the evolving COVID-19 situation at the local, state, and federal levels, Council and staff want to have the opportunity to discuss any issues and updates.

Staff contact: City Manager Russ Forrest

**IV. Meeting Adjournment**

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

**GUNNISON COUNCIL AGENDA**  
**MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE**  
**GUNNISON, COLORADO; IN THE 2<sup>ND</sup> FLOOR**  
**COUNCIL CHAMBERS**  
**REMOTE ACCESS MEETING**  
 Approximate meeting time: 3 hours

**TUESDAY****APRIL 14, 2020****REGULAR SESSION****5:30 P.M.**

*Due to the international outbreak of novel coronavirus (COVID-19), the City of Gunnison is holding Gunnison City Council online. The public may attend Public Hearings and Regular and Special Sessions remotely. The City is holding remote meeting to follow social distancing and event guidelines. Click [Gunnison City Council Regular Session](#) to register and access the meeting.*

**I Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):****II Citizen Input: (estimated time 3 minutes)**

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

**III. Consent Agenda:**

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

- **Approval of the March 20, 2020 Special Session meeting minutes**

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

- **Approval of the March 24, 2020 Regular Session meeting minutes**

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

Staff contact: City Clerk Erica Boucher

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

- Approve the minutes of the March 20, 2020 Special Session meeting; and
- Approve the minutes of the March 24, 2020 Regular Session meeting.

Estimated time: 5 minutes

- B. Resolution No. 8, Series 2020: A Resolution of the City Council of the City of Gunnison, Colorado, commending Spencer Hays for achievements in the sport of marbles**  
 Background: Gunnison youth, Spencer Hays, has been an avid marbles promoter and player for over 10 years. To promote the sport in Gunnison, Spencer Hays has repeatedly helped organize the Gunnison Valley “Mighty Mibster” tournament through City Youth Grant requests and victories.  
 Staff Contact: City Clerk Erica Boucher  
**Action Required of Council:** Introduce, read in full, motion, second and vote to adopt Resolution No. 8, Series 2020: *A Resolution of the City Council of the City of Gunnison, Colorado, commending Spencer Hays for achievements in the sport of marbles*  
 Estimated Time: 5 minutes
- C. Update from Gunnison Valley Regional Housing Authority (GVRHA) and 2019 Annual Report**  
 Background: Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority, will present the 2019 Annual Report and address questions from Council.  
 Community contact: Jennifer Kermode, Executive Director of the Gunnison Valley Regional Housing Authority  
**Action Requested of Council:** No action requested. Discussion item only.  
 Estimated time: 20 minutes
- D. Approval for Mayor to Sign GOCO Grant Agreement**  
 Background: The City of Gunnison was awarded a \$350,000 GOCO grant on March 12, 2020 to assist in the costs to create Phase 1 of the West Gunnison Neighborhood Park on the Lazy K property.  
 Staff Contact: City Clerk Erica Boucher  
**Action Requested of Council:** A motion, second and vote to direct the Mayor to sign the GOCO grant agreement.  
 Estimated time: 10 minutes
- E. Taylor Mountain Park Camp Host Proposal**  
 Background: On March 3<sup>rd</sup>, the Gunnison Parks and Recreation department issued an RFP for the Camp Host position at Taylor Mountain Park. We received two proposals. One was from Charles and Leah Crites who have been the camp hosts for the last several years. The other was from Samuel Degenhard who is the founder and CEO of Campfire Ranch. Mr. Degenhard’s proposal included a for-profit business approach utilizing City-owned park space and property. Before making a decision, Council may want to visit the site and see the area that is being proposed for an expansion of camp sites and then revisit this question at the next Regular Session Council meeting.  
 Staff contact: Interim Parks and Recreation Director Dan Vollendorf  
**Action Requested of Council:** Given that a for-profit proposal has been provided, staff is requesting Council make a motion on which proposal should be selected, if Council is ready to decide.
- F. Financial Response and Project Considerations due to the Impacts of COVID-19**  
 Background: During March 24, 2020, Regular Session meeting, City staff and Council discussed the inventory of large capital projects, specifically the Palisades Multi-Agency Street project and which and how large-scale projects may move forward. Final decisions were tabled to the next subsequent meeting, scheduled for April 14, 2020 in order to give staff more time to bring recommendations to Council. Staff will present its

recommendations. This item will include:

- An initial strategy to manage spending based on revenue projections with COVID- 19, and
- Review of capital projects and associated recommendations on when and whether to issue notices to proceed for projects, and
- Initial discussion on allocating funding for near term recovery.

Staff contact: City Manager Russ Forrest and Department Heads

**Action Requested of Council:** A motion to authorize Public Works to proceed with work this fiscal year as outlined in the Public Works Director's recommendations listed in the memo.

Estimated time: 25 minutes

**G. Authorization to Hire Two Temporary Summer employees to assist with the Crack Seal program**

Background: Even with the impacts of COVID-19, routine Public Works projects need to continue for the safety of the community. In an effort to temporarily employ community members and to free up experienced Streets & Alley personnel, Public Works recommends hiring two part-time employees for a maximum of 232 hours per person to complete crack seal crew. Crack seal is needed prior to engaging any street surface project, such as slurry seal and traffic stripe. As soon as temperatures warrant, we propose to begin this program.

Staff contact: Public Works Director David Gardner

**Action Requested of Council:** A motion to authorize the Public Works Director to hire an additional .22 FTEs as part-time temporary streets employees and to authorize a budget transfer of \$8,946 from the Crack Seal line to Personnel.

Estimated time: 10 minutes

**H. Authorization to Proceed with the Gunnison Water Master Plan Study**

Background: The last water study conducted was completed in 2007. An update is needed at this time in order to determine capacity to meet growth projections and to identify a five-year Capital Improvement Plan.

Staff contact: Public Works Director David Gardner

**Action Requested of Council:** A motion to give the City Manager the authority to enter into a contract with JDS-Hydro to develop the Gunnison Water Master Plan Study in an amount not to exceed \$68,500.

Estimated time: 20 minutes

**I. Award Bid for Traffic Paint Stripe**

Background: Public Works annually places traffic stripe on pavement surfaces for the City of Gunnison. This is a safety project. Bids will be received on April 13, 2020, and a recommendation to award to the lowest and best bid will be made to Council on April 14, 2020, during the Regular Session meeting.

Staff contact: Public Works Director David Gardner

**Action Requested of Council:** Staff recommends that Council make an award for the 2020 Pavement Striping and Marking Project to \_\_\_\_\_(contractor) in the amount not to exceed \$\_\_\_\_\_ (project bid amount).

Estimated time: 15 minutes

**J. Discussion on HB 20-1001- Sale of Tobacco and Nicotine Products to Persons Under 21 Years of Age**

Background: HB 20-1001- Sale of Tobacco and Nicotine Products to Persons Under

21 Years of Age was introduced on January 8, 2020.

Staff contact: City Attorney Kathy Fogo

**Action Requested of Council:** Staff requests direction about local licensing regulations, if desired by Council and raising the age of possession and consumption of tobacco and nicotine products to 21 years of age.

Estimated time: 15 minutes

**V. Reports:**

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

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

**VI. Meeting Adjournment:**

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

City of Gunnison  
NOTICE OF PUBLIC HEARING

**TO WHOM IT MAY CONCERN:**

**PLEASE TAKE NOTE THAT**, pursuant to Section 6.7 and 10.3 of the *Land Development Code* of the City of Gunnison, Colorado, a public hearing will be held at the hour of 5:30 PM on Tuesday, the 28<sup>th</sup> day of April, 2020, in the City Council Chambers, Gunnison Municipal Building, 201 West Virginia Avenue, Gunnison, Colorado on the merits of Major Change to a PUD application, ZA 20-1, to revise zoning designations and amend the *Gunnison Rising PUD Development Standards*. Hearing is to discuss the Zoning Plan, Land Use and Dimensional and Design Standards.

A tract of land situated in Section 1, Township 49 North, Range 1 West, Section 36, Township 50 North, Range 1 West, Sections 5 and 6, Township 49 North and Sections 30 and 31, Township 50 North, Range 1 East, New Mexico Principal Meridian, County of Gunnison, State of Colorado. More commonly known as Gunnison Rising.

A complete legal description is available at the Community Development Department, 201 West Virginia, Gunnison, CO.

**AT WHICH TIME AND PLACE** you may attend and give testimony, if you so desire.

Written comments may be submitted to the City Clerk's Office located in City Hall, 201 W. Virginia Avenue, Gunnison, CO; mailed to the City Clerk at PO Box 239, Gunnison, CO, 81230; or emailed to [eboucher@gunnisonco.gov](mailto:eboucher@gunnisonco.gov) until 4:00 PM on Friday, April 24, 2020.

/s/ Erica Boucher  
City Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA - Revision #1**

98

**DATE:** Tuesday, April 7, 2020

**Page 1 of 2**

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

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

- 8:30 am
- Call to Order
  - Agenda Review
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Lease Agreement; Williams Drilling, Inc.; Gunnison-Crested Butte Regional Airport
    2. Ratification of BOCC Signature; Letter of Support – Western Colorado University; Colorado Opportunity Scholarship Initiative
    3. Notice of Award; Department of Health & Human Services; Center for Disease Control & Prevention; COVID-19 Crisis Response; \$43,444.29
    4. Gunnison County Health & Human Services; Emergency Response 2020 – No Kid Hungry Grantee Community
    5. Contractor Agreement; Christopher Klein Construction; Lot 22A
    6. Liquor License Renewal; Double J Enterprises LLC dba Sapinero Village Store; March 22, 2020 – March 22, 2021
    7. Liquor License Renewal; Irwin Backcountry Guides LLC dba Parking Barn; May 20, 2020 – May 20, 2021 & Liquor License Renewal; Irwin Backcountry Guides LLC dba Move Cabin; May 20, 2020 – May 20, 2021
    8. Plan Resolution; Gunnison County Colorado Employee Medical Benefit Plan; COVID-19
    9. Rocky Mountain Health Foundation Rapid Response Application; Gunnison County Department of Health & Human Services; COVID-19
    10. Acknowledgment of County Manager's Signature; Memorandum of Understanding; Temporary Housing or Auxiliary Care Site Agreement for Gunnison Valley Hospital
    11. Acknowledgment of County Manager's Signature; Trailhead Institute; Emergency Hunger Assistance Grant; \$18,750
    12. Acknowledgment of County Manager's Signature; Host Compliance LLC Agreement
    13. Grant Application; Community Foundation of the Gunnison Valley; COVID-19 Recovery Fund **(ADDITION)**
    14. Correspondence; Colorado Parks & Wildlife; Blinberry Gulch State Wildlife Area **(ADDITION)**
  - Scheduling
- 8:40
- County Manager's Report
- 8:50
- Deputy County Manager's Report
- 9:00
- Public Hearing; Petition to Vacate a Portion of a Certain Alley in the Townsite of Irwin, Colorado; Adams
- 9:15
- Public Hearing; Liquor License Application; SkyHighColorado LLC dba The Nugget Cafe
- 9:25
- Lot Cluster Request; Adams - Lots 1-5, 14-18 Block 19 Irwin Townsite
- 9:30
- Lot Cluster Request; Robert O. Howell - 800 County Rd 20 & 828 County Rd 20
- 9:35
- Resolution; A Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park
- 9:40
- Crested Butte South Commercial Area Master Plan & Resolution

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA - Revision #1**

99

**DATE:** Tuesday, April 7, 2020

**Page 2 of 2**

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

- 9:55
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- 10:05
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- 10:10
- Resolution; A Resolution and Declaration Establishing a Second Extension of the Gunnison County COVID-19 Local Disaster Emergency
- 10:15
- Possible Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and C.R.S. 24-6-402(4)(d); COVID-19; Methods to Assist Enforcement of the County Public Health Orders
  - Adjourn

**Zoom Meeting**

**Time: Apr 7, 2020 08:30 AM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://zoom.us/j/711788631?pwd=VWFhWXdCaEg2ZnJadnk0SmpYZ3hDZz09>**

**Meeting ID: 711 788 631**

**Password: 496194**

**One tap mobile**

**+13462487799,,711788631# US (Houston)**

**+14086380968,,711788631# US (San Jose)**

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION AGENDA**

100

**DATE:** Thursday, April 9, 2020

Page 1 of 1

**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
(REMOTE)

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 4:00 pm
- COVID-19 Response
  - Adjourn

**Zoom Meeting:**

**Time:** Apr 9, 2020 04:00 PM Mountain Time (US and Canada)

**Join Zoom Meeting**

**<https://zoom.us/j/577860410?pwd=RzRPYWxGT3pPdm8rK0k5ZVloeVR0Zz09>**

**Meeting ID: 577 860 410**

**Password: 258443**

**One tap mobile**

**+14086380968,,577860410#,,#,258443# US (San Jose)**

**+16699006833,,577860410#,,#,258443# US (San Jose)**

**GUNNISON COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING & WORK SESSION AGENDA**

101

**DATE:** Tuesday, April 14, 2020

**Page 1 of 1**

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

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

- 8:30 am
  - Call to Order
  - COVID-19 Relief
- 9:00
  - Water & Sewer Billing and Delinquent Account Certification
  - Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 9:05
  - HB 1177 Roundtable Report
- 9:10
  - Gunnison County Somerset Septic System
  - Adjourn

**Zoom Meeting:**

**Time: Apr 14, 2020 08:30 AM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://zoom.us/j/637873566?pwd=RkNwWlVKQmhFV2dMNm8vN1E4czdRZz09>**

**Meeting ID: 637 873 566**

**Password: 654498**

**One tap mobile**

**+13462487799,,637873566#,,#,654498# US (Houston)**

**+14086380968,,637873566#,,#,654498# US (San Jose)**

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

**DATE:** Thursday, April 16, 2020 **Page 1 of 1**  
**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
(REMOTE)

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

- 4:00 pm
- Call to Order
  - Resolution Establishing a COVID-19 Economic Recovery Fund (ADDITION)
  - Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 4:05 pm
- COVID-19 Response
  - Adjourn

**Zoom Meeting:**

**Time: Apr 16, 2020 04:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://zoom.us/j/96920675917?pwd=UVhMU2FMV29pYzlfWlh3QjBVaGw5Zz09>**

**Meeting ID: 969 2067 5917**

**Password: 926682**

**One tap mobile**

**+16699006833,,96920675917#,,#926682# US (San Jose)**

**+13462487799,,96920675917#,,#926682# US (Houston)**

**May 4, 2020****Work Session**

Climate Action Recommendations – Update on JCI recommendations and plans for moving forward

Update on Zinc situation at WWTP

Update on Gunnison County COVID-19 Recovery Plan

Introduce Troy Russ

**Consent Agenda**

North Village Comment Letter

Farmers Market Special Event Applications

Chainless Special Event Application

**Old Business**

Updated Financial Forecast and Discussion

**New Business**

Ordinance No. 9, Series 2020 - An Ordinance of the Town of Crested Butte Town Council Annexing Slate River Major Subdivision.

Ordinance No. 13, Series 2020 - An Ordinance of the Crested Butte Town Council Approving a Subdivision Improvements Agreement with Cypress LP for Tracts 1 – 6 of the Slate River Subdivision and Other Improvements within the Slate River Annexation.

Ordinance No. 14, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Chamber of Commerce Visitors Center Located at 601 Elk Avenue to the Crested Butte / Mt. Crested Butte Chamber of Commerce.

Ordinance – Verizon Tower Lease

CBFPD IGA

Ordinance – Station 1 Lease

Ordinance – PUD Language

**May 18, 2020 – Start at 6PM****Consent Agenda**

BOZAR Appointments

**Public Hearing**

Continuation of Slate River Annexation

Ordinance No. 8, Series 2020 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 4 to Include Division 12-R1F Residential District.

Ordinance No. 10, Series 2020 - An Ordinance of the Town of Crested Butte Town Council Establishing the Zoning Designations for the Slate River Annexation; and Amending the Town

of Crested Butte's Official Zoning District Map for the Purpose of Including the Slate River Annexation.

### **Old Business**

Updated Financial Forecast and Discussion, Q1 Financial Summary

### **New Business**

Ordinance – BOZAR Guidelines Adoption

### **Future Items**

- Work Session – Climate Action Plan Update – Town Facilities Energy Audit Findings, Other Actions from the Plan, Recommendations for Next Steps
- SOAR Affordable Housing Project
- Formation of Committee(s) to Review Options for Affordable Housing and Climate Action
- Quarterly Financial Reports
- Ordinance - CO Model Traffic Code 2018
- Briefing of the Legal Implications of Vested Rights
- Appointment of Municipal Judge - July 2020
- Cemetery Committee Presentation
- Big Mine Hockey Changing Rooms Bid Award