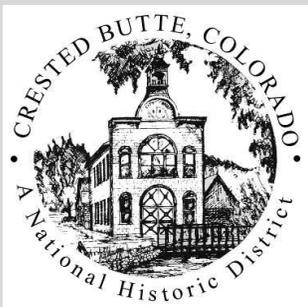


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, May 4, 2020**



*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.*

**Meeting Information to Connect Remotely.**

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

**<https://us02web.zoom.us/j/82472949213>**

**Or Telephone: Dial +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099**

**Webinar ID: 824 7294 9213**

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

**6:00 WORK SESSION**

1) Gunnison County COVID-19 Recovery Plan.

**6:30 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM**

**6:32 APPROVAL OF AGENDA**

**6:34 CONSENT AGENDA**

1) April 20, 2020 Regular Town Council Meeting Minutes.

2) April 27, 2020 Special Town Council Meeting Minutes.

3) North Village Comment Letter.

4) Crested Butte Farmers Market Special Event Application Closing the 100 Block of Elk Avenue on Sundays Beginning May 31<sup>st</sup> through September 6<sup>th</sup> and September 13<sup>th</sup> through October 11<sup>th</sup>, 2020.

*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.*

**6:36 INTRODUCTION OF COMMUNITY DEVELOPMENT DIRECTOR TROY RUSS**

**6:41 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.*

**6:50 STAFF UPDATES**

**7:00 OLD BUSINESS**

1) Updated Financial Forecast and Discussion.

**7:20** 2) Discussion on Potential Summer Expansion of Business Footprints Along Elk Avenue to Encourage Social Distancing and Commerce.

**8:30 NEW BUSINESS**

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

**8:40** 2) 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.

**8:50** 3) 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.

**8:55** 4) Ordinance No. 15, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Partial Release of the Town's Option to Repurchase

Townhouse Units Constructed on Block 79, Lots 4, 10, and 11 and Block 78, Lot 6, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado.

**9:00** 5) Consideration of Town Manager's Proposed Order Requiring the Use of Masks by All Persons Interacting with People Outside of Their Household.

**9:20** 6) Resolution No. 14, Series 2020 - A Resolution of the Crested Butte Town Council Amending the Town of Crested Butte's Purchasing Policy.

**9:35 LEGAL MATTERS**

**9:40 COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:55 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**10:05 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

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

10:10 **ADJOURNMENT**



## Staff Report

May 4, 2020

**To:** Mayor Schmidt and Town Council  
**From:** Mel Yemma, Planner I  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** **Work Session: Gunnison Valley Recovery Planning**  
**Date:** May 4, 2020

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The intent of the Monday Work Session is to review the structure of the COVID19 recovery planning efforts and to provide an update on the current/immediate activities that are taking place. Additionally, Town staff would like to have an open discussion with the Council about other initiatives, projects, and other items for the Town and recovery planning team to consider when it comes to short- and mid-term recovery planning now that the Town Council has a picture of what the summer could potentially look like.

The attached slides and memos were presented to the One Valley Leadership Council (OVLC) on April 30<sup>th</sup> by Cathie Pagano. The slides provide an overview of the current efforts of the recovery planning team. The team spent the last couple of weeks collecting information on the needs of businesses, nonprofits, institutions, civic organizations, and community members during the transition from the response phase of the pandemic to stabilization phase. The Recovery Team is utilizing many of the networks and groups that are already in place (i.e. ICELab) to gather the above information; this effort is intended to create an efficient recovery structure that does not duplicate existing efforts. The information collected is being synthesized and communicated to Incident Command and the Public Information Officer (PIO) for response. The attached slides overall provide great context for these efforts and it is highly recommended to review these slides prior to Monday's discussion.

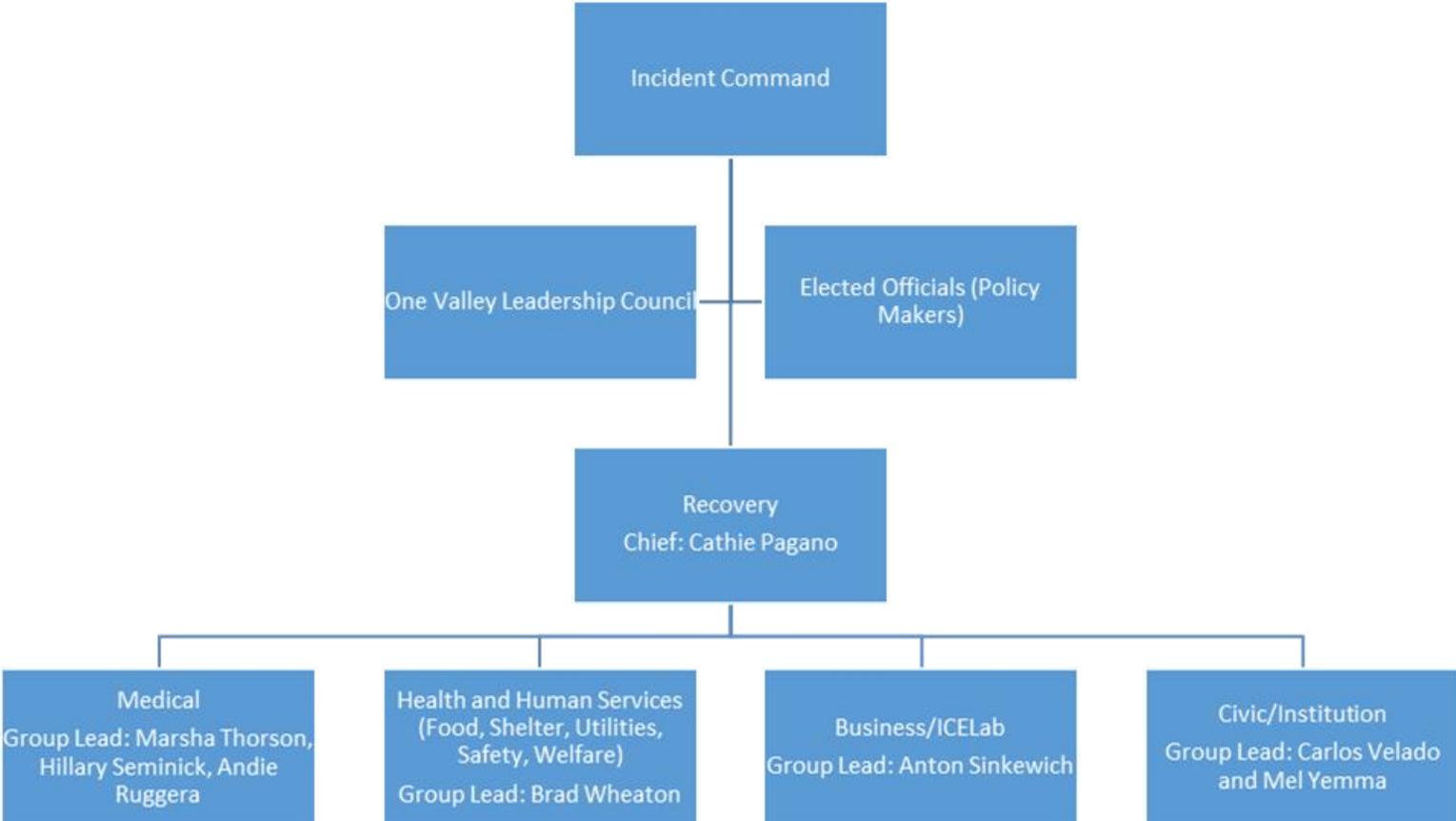
Simultaneously to the short-term efforts, there have been many discussions amongst the stakeholder groups, with the OVLC, and with the recovery team regarding other steps or efforts that we can plan and take to help our community through recovery. The Crested Butte Town Council, along with Gunnison County and the other municipalities, have taken incredible steps to support our community through this pandemic, from implementing business support grant and loan programs to deferring sales tax payments to considering ways to provide more outdoor space for businesses this summer. Now that the Town Council has a picture of what this summer could potentially look like, Town staff would like to discuss other areas and ideas where the Town Council would like to us focus our efforts as we embark on the road to recovery. The initial discussion on Monday can help guide Town staff efforts as well as provide important feedback to the recovery team.

# One Valley COVID19 Recovery

Cathie Pagano, Director of Community and Economic Development

April 30, 2020

# Recovery Section



# Recovery Section Roles and Responsibilities

- ▶ The Recovery team has been in operation for two weeks. Our goals include:
  - ▶ Ensuring communication between Public Health, Incident Command and community stakeholders (businesses, health care providers, individual needs, and civic/institutions).
  - ▶ Coordinate and make policy recommendations to Incident Command, elected officials, and the OVLC based on the feedback and information collected in each stakeholder group.
  - ▶ Foster community dialogue among stakeholders, IC, elected officials, and OVLC to identify needs, gaps and redundancies.

# Business Group

- ▶ The Recovery Planning team is working directly with the ICELab and industry subgroups, Industry Subgroups include:
  - ▶ Lodging, Early Childhood, Contractors, Outfitters/Guides, Restaurants, Manufacturing, Retailers, Service Providers, Gyms/Personal Training, Real Estate, Non-Profits
- ▶ The current Public Health Order allows some Industry Areas to re-open while others are still restricted. The sector plans outline best practices for how specific sectors may reopen.
- ▶ Staff has worked this week directly with the Subgroups to create operations proposals for each of the restricted industry areas for consideration updating future Public Health Orders.
- ▶ Comments & Decisions on these proposals will be given this Friday for some and early next week for others.

# Institutional/Civic Group

- ▶ Mel Yemma and Carlos Velado lead this group and surveyed eighteen stakeholders representing civic and institutional entities including:
  - ▶ Special districts, utilities, transit, public parks/recreation/facilities, and education.
- ▶ Half of respondents identified childcare/homeschooling and insufficient technology as the primary gaps in their operations.
- ▶ Some responded that lack of PPE is a need for ongoing operations.
- ▶ Almost all of the respondents asked for emails distributing the full Public Health Order at time of issuance, emails clarifying how amended Public Health Orders apply to their workplace, and an opportunity to digitally provide comments or ask questions. 6 out of 15 respondents requested online updates/meetings with the stakeholder group and task force representatives.
- ▶ Need for communication on how PHO affects their specific sectors (how many people on a bus; guideline for outdoor recreation; advance notice for summer programming)

# Health and Human Services Group (Individual and Community needs)

## ▶ Food Security:

- ▶ Families on SNAP (food assistance) are receiving the maximum allotment for their eligible household size through May.
- ▶ Families on SNAP that have school age children will receive \$279 in supplemental food assistance to help offset the additional meals being provided at home. This will be issued with their May benefit.
- ▶ School grab-and-go lunches will continue through the summer
- ▶ Food Pantries in Gunnison, CB and Somerset are issuing a week's worth of groceries to families in need
- ▶ Mountain Roots has Family Supper Program

# Health and Human Services Group (Individual and Community needs)

## ▶ Housing Assistance

- ▶ DHHS has \$130,800 between five funding streams to help with rent and mortgage payments
- ▶ Families that have income below 200% of the Federal Poverty level may be eligible for assistance (this is up from 130% normally)
- ▶ Have issued over \$10,000 in housing assistance in the past two weeks

## ▶ Utility Assistance

- ▶ LEAP has been extended through August or when funding runs out
- ▶ EOC (Energy Outreach Colorado) grant still has \$2,800 with an additional \$1,800 coming in July
- ▶ CSBG (Community Service Block Grant) can be used for utilities. Has approx. \$90,000

# Health and Human Services Group (Individual and Community needs)

- ▶ Safety and Welfare (Child and Adult Protection)
  - ▶ Child Protection continues to conduct assessments of abuse and neglect in-person
  - ▶ Monthly check-ins for ongoing cases and foster placements are being done virtually
  - ▶ Supervised family visitations are currently on hold
  - ▶ Adult Protection is conducting assessments and ongoing cases virtually
- ▶ Immigrant/LatinX
  - ▶ Multicultural Center Coordinator continues to meet with individuals outside DHHS building to assist with applications and connect families with resources to help meet basic needs
  - ▶ Multicultural Center Coordinator is conducting a Facebook Live Stream with Emigrantes Unidos to help answer questions on Fridays
- ▶ Gaps/Needs
  - ▶ Childcare
  - ▶ Communication between remote workers and in-office staff
- ▶ Barrier not having DHHS building open to foot traffic

## Medical/Health Group (medical, physical, dental, mental, optometry, alternative care practitioners)

- ▶ The survey was delivered to 71 stakeholders in the Medical and Spiritual community. There were 29 respondents, a response rate of almost 41%.
  - ▶ The Occupational Subgroups represented were: Medical Practitioners, Dental Service Providers, Religious/Spiritual leaders, Mental Health Care Providers, Alternative Care Providers (Chiropractic, Naturopathic, Acupuncture), Public Health, and the County Coroner.
- ▶ Gaps/Barriers identified:
  - ▶ Childcare, homeschooling needs for their staff—employees have had to cut hours to care for children. This was repeatedly noted as the top need.
  - ▶ Support from government agencies due to delays in receiving funding from federal loan programs
  - ▶ Need for PPE (currently working with Logistics team to support this need)
  - ▶ Perception that medical offices are “unsafe” and patients may not be aware that they are open. Need support with PIO that they are open and safe.

## Medical/Health Group (medical, physical, dental, mental, optometry, alternative care practitioners)

- ▶ Reopening goals:
  - ▶ Spiritual leaders would like to hold services; however, are attempting to find alternative means, such as establishing “house churches” to meet public health order requirements.
  - ▶ The general goal is to return to “normal” with appropriate, adequate, and safe measures to provide a needed public service.
- ▶ Communication:
  - ▶ All of the 29 respondents noted they wish to receive emails clarifying how the amended public health order(s) specifically apply to their business, reflecting the need for guidelines to comply with said orders.
  - ▶ Almost all respondents (93%) requested an email of the amended public health order.
  - ▶ 44% noted they would like to hold online meetings/updates with the stakeholder group.
  - ▶ About 38% of respondents would appreciate an online comment submission form.

# Stabilization (mid-term): What do we want to accomplish? These are DRAFTS and initial thoughts—not finalized yet!!

<p><b>Create a clear path forward.</b> Provide a clear path up to and through reopening of the economy.</p>	<p>Notes: Create clarity. Promote understanding of the sequence and steps of reopening.</p>
<p><b>Lessen impacts.</b> Make it easier for businesses and residents to deal with the economic impacts of the CO19.</p>	<p>Notes: Provide solutions and relief for businesses / residents facing foreclosure / evictions</p>
<p><b>Fair and Effective Support.</b> Ensure effective, fair and equitable support to our businesses and communities.</p>	<p>Notes: Businesses feel they were heard and received equal access to resources regardless of what town or end of valley they live in.</p>
<p><b>A well organized and coordinated response.</b> Ensure an organized and coordinated reopening of the economy.</p>	<p>Notes: Effective communication and management of logistics, sequence of action, decision making, coordination.</p>
<p><b>Respond to local needs.</b> Craft solutions that respond to the specific needs and gaps identified by local businesses.</p>	<p>Notes: Understand businesses needs &amp; gaps. Provide space for businesses / sectors to drive solutions / strategies</p>
<p><b>Schools ready by fall.</b> School district and child care prepared for starting of new year</p>	<p>Notes: Retain as many early child care spots as before crisis</p>
<p><b>Safely restart tourism.</b> Build back our tourism economy</p>	<p>Notes: Determine what is possible in support of re-engaging visitors and safely restarting the tourism economy.</p>
<p><b>Viable Downtowns.</b> End summer with a viable downtowns</p>	<p>Notes; Ensure we provide support to downtown businesses as economic hubs of our communities.</p>

# *Approach: What do we want the process to accomplish?* These are DRAFTS and initial thoughts—not finalized yet!!

**An adaptive approach.** A nimble, dynamic process that anticipates and adapts to change

**Clear communications and messaging.** Develop a clear message that gives guests, businesses, etc confidence in reopening

**Clear roles.** Clearly define and communicate our different roles when it comes to support mechanisms

**Engage Businesses.** Provide space for businesses to shape solutions. Use industry subgroups - be clear about public health requirements and businesses can identify how they can respond. Understand Business Needs + Gaps.

**Look and plan ahead.** Plan ahead. Be prepared for potential challenges. Keep businesses & subgroups involved and engaged

**Data-based reopening.** Create public health based metrics and conditions that trigger different stages of community / economic reopening.

**Re-engagement strategy for tourist economy.** How to bring visitors back amid changing conditions.

# Stabilization (mid-term) Planning

- ▶ Scenario planning—identification of four different summer scenarios
  - ▶ How do we plan for those scenarios in a way that addresses the issues that we know will arise.
  - ▶ The Recovery team is working with Community Builders on this effort and will present an analysis and recommendation to the OVLC and elected officials for potential policy recommendations.
- ▶ Identification and recommendation of possible funding needs
  - ▶ Additional support for food and housing security at Health and Human Services Dept.
  - ▶ Grant funding for businesses impacted by COVID19
- ▶ Identification of possible programming
  - ▶ Establishing civilian conservation corps to put people back to work and achieve community goals relative to stewardship of natural resources.
- ▶ Policy recommendations
  - ▶ Municipal zoning changes that may allow accommodations for greater outdoor seating or enable businesses to better operate under the current conditions and public health orders.
  - ▶ Place-making improvements that may enhance the community and support business

# Next Steps (1 week timeframe)

- ▶ Business data dashboard and economic information—work w/ ICELab on survey and appropriate metrics. Will push survey to businesses on recurring basis to understand ongoing impacts.
- ▶ Business Toolkit (collect resources in one place as pdf booklet)
- ▶ Stand up Business Advisory Committee
- ▶ Work with IC to identify how to incorporate business sector plans into upcoming public health orders
- ▶ Continue communication with businesses and stakeholder groups and improve communication with those that are not part of sector groups at this time and need additional outreach
- ▶ Continue scenario planning for presentation to elected officials and OVLC for review and discussion

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, April 20, 2020**

Mayor Schmidt called the meeting to order at 7:07PM.

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

Staff Present: Town Attorneys Barbara Green and John Sullivan, Town Manager Dara MacDonald, Public Works Director Shea Earley, Finance Director Rob Zillioux, and Town Clerk Lynelle Stanford

Community Development Director Michael Yerman and Parks and Recreation Director Janna Hansen (for part of the meeting)

Everyone connected and participated in the meeting via Zoom.

**APPROVAL OF AGENDA**

Schmidt believed the Council would talk about the Governor's announcements. He preferred the Council discuss under the Updated Financial Forecast.

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

**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.**

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

**PUBLIC COMMENT**

Tina Kempin - 10 Crystal Road in Mt. Crested Butte

- She thanked the Council for their public service.
- She spoke regarding the CBFPD District election on May 5<sup>th</sup>, in which she was running for the CBFPD Board of Directors.

- She reported upon her background and experiences.
- She mentioned thoughts she had pertaining to the CBFPD.

Kent Cowherd - 901 Teocalli Ave

- He recognized and thanked the Town for initiating the BOZAR process again.
- He noticed the CB Area Plan was not on a future agenda, and he recommended it be an agenda item.
- He encouraged discussion and a plan for the InDEED program.

### **STAFF UPDATES**

- MacDonald asked the Council their thoughts on the full-page ad in the newspaper. It was hard to know the efficacy and how useful it was. Mark Reaman told Schmidt that he thought the information was relevant. Dujardin encouraged that the ad be half of a page if it could be just as efficient. Haver concurred half of a page was fine. Cowherd agreed the ad could easily be half of a page with strictly critical information. It was determined that Staff would shoot for half of a page.
- MacDonald explained the proposed schedule for the May 18<sup>th</sup> meeting, which would be the big meeting on the annexation. Council would need to meet and then reconvene as the Planning Commission, second. Staff recommended starting the regular meeting at 6PM. No one voiced opposition.
- Schmidt acknowledged Bob Nevins would be retiring. MacDonald outlined the on boarding of the Community Development Director, which would be completed before hiring for Nevins' position. Magner appreciated Nevins' service. Schmidt appreciated his insights.
- Schmidt noted that Town Clean-up was scheduled for May 16<sup>th</sup>.
- MacDonald pointed out the Wine House's surrendered liquor license was unrelated to COVID.
- Cowherd questioned the time prediction for the opening of the Rec Path. Hansen reported it was weather dependent.
- Cowherd asked about the businesses involved in purchasing at the Bywater project. Yerman said there would be two homeowners in that duplex.
- Schmidt noticed the Marshals would be wearing body cams.

### **OLD BUSINESS**

#### **1) Updated Financial Forecast and Discussion.**

Zillioux stated projections would depend upon when things would ease up. He estimated \$1.3M to be the minimum amount revenue would be down, but it probably would be closer to \$2M. Staff implemented expense management steps proposed in the past meeting. Town was solid due to reserves. Zillioux reviewed the community grant requests and pointed out the budget to community grants had not been reduced. The committee recommended they only distribute funds when the program, event, or services would be confirmed to be happening. Zillioux conveyed that recipients were really grateful.

Mitchell moved and Dujardin seconded a motion to approve the spring community grant recommendations amounting to \$27,500. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Zillioux announced it would be great to have a community “buy local” campaign. Town would seek contractors or services locally to circulate funds in the valley. Magner thought it would be a great policy regardless. Zillioux reviewed that aspect of the purchasing policy. Staff would discuss further and come back. Zillioux identified Staff would delay non-essential expenses of any type. Town would not begin any new affordable housing or CAP projects until the economics stabilized. When conditions normalized, the Council would revisit delayed expenses.

There was a discussion on reimbursements to the Town and the County. Dujardin wanted to make plans on how Town would fill gaps. Merrill agreed it would be nice to find money to help. She was open to having a sub-committee to discuss. Haver reported they were waiting to hear if there would be more SBA money in the pipeline. Dujardin predicted a crisis on Elk Avenue itself. He proposed ideas for assistance. Haver recommended they look at the best, big-picture opportunities. MacDonald told the Council they could convene a sub-committee to meet. Merrill volunteered to assist on the sub-committee. Bradley also volunteered. They would come together with options for the whole Council to consider.

Schmidt brought forth the update from the Governor. The County EOC would be considering it. Schmidt expected changes to the health rules in the County. MacDonald recommended they stay tuned as more information became available. She acknowledged it was progress. MacDonald agreed with Dujardin it was cautionary and hard to know what 65% social distancing looked like. Haver referred to an email that Joni Reynolds sent. Reynolds was continuing to work on the next health orders and would work with the economic task force. Schmidt summarized the Council would wait and see what the County would say. Dujardin suggested meeting once per week regarding recovery. Schmidt affirmed there should be a special meeting next Monday to talk about COVID information and recovery.

Haver moved and Dujardin seconded a motion to have a special meeting next Monday at 6:30. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **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.**

Schmidt read the title of the ordinance. He confirmed proper public notice had been given. Schmidt asked for comments from the public. No one chose to comment. There was no further Council discussion.

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

**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.**

Schmidt read the title of the ordinance. He confirmed proper public notice had been given. He opened the public hearing. No one from the public commented, and the public hearing was closed.

Yerman thanked the Council. He was glad to end on an affordable housing ordinance. Council members thanked Yerman. Dujardin congratulated the Fenertys.

Mitchell moved and Dujardin seconded a motion to approve Ordinance No. 12, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**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.**

Schmidt read the title of the resolution. MacDonald acknowledged Sean Caffrey was on the line. She stated it was time to update the agreement. The original was from 1982. She emphasized the agreement was not arising out of any non-function. She pointed out sections that were highlighted in the staff report, such as that the IGA designated CBFPD as the hazardous substance incident entity in the Town, and it affirmed roles in mutual aid. The IGA designated CBFPD to provide Fire and EMS services in Town. Caffrey recognized they were not able to settle on the Fire Code in this version, and he elaborated in response to questions.

Mitchell moved and Dujardin seconded a motion to approve Resolution No. 13, Series 2020. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**LEGAL MATTERS**

Green identified that both Sullivan and she would continue to attend the meetings.

Green reported the Town was under a compliance schedule with a zinc issue at the wastewater treatment plant that would require upgrades to the wastewater treatment plant. The Town discovered the zinc limit imposed was based on a small data set. There would be no problem if a different sampling point had been used. The Water Quality Control Division wanted to use that particular data source because it was closer to the discharge

point. The attorneys would file a request for an adjudicatory hearing with the Division. In the meantime, Town would need to work on deliverables for the compliance schedule. Earley explained that Town retained the services of JVA, who was in the process of determining what the Town would need to do. Schmidt asked about upgrades that were already done and whether the zinc requirements were expected at that time.

### **COUNCIL REPORTS AND COMMITTEE UPDATES**

Mallika Magner

- The Valley Housing Fund had a four-hour meeting and another one scheduled for next week. She would update after the meeting next week.
- She would have The Chamber Board meeting tomorrow morning.

Laura Mitchell

- She asked for feedback and input. It was suggested that if the busses were not running, the Town would discontinue remitting the money to Mountain Express. The idea did not go over at all. Zillioux clarified the thought process and question were whether Town could not fund Mountain Express when they were not running to limit eating into Town's reserves. MacDonald elaborated that it was presented at the last meeting as a point for discussion to encourage Mountain Express to look at their operations. Staff had been asked to explore all options, and it was one of them. She further elaborated that they were suggesting the Mountain Express Board discuss. Bradley said they were talking about the legality of the issue. Schmidt recalled it was specific how the tax funds could be used. Haver apologized it was taken in a bad manner. MacDonald stated they were interested in whether Mountain Express was interested in pursuing the idea. Bradley confirmed they were not interested in pursuing as an option. The discussion became detailed around the Town's intentions and potential funding for Mountain Express. Schmidt reiterated that when passed, the money was specific to transportation.
- Magner identified the Town of Crested Butte was tightening financially.

Mona Merrill

- The STOR Committee would be meeting.

Will Dujardin

- He was emailing almost daily with meeting notes.
- Magner was getting busy with business and asked to step off the 8:30 and 2:30 meetings. He asked if anyone wanted to help to fill in. Haver was happy to remain a back-up. Merrill and Mitchell said they would fill in, too. Haver appreciated Dujardin's notes. Magner was aware of business owners that wanted to participate in working on recovery. Haver and Dujardin made suggestions regarding participation.

Laura Mitchell

- RTA ridership was low.

- RTA was supporting United in not having a direct flight this summer from Houston.
- They hoped to resume the Houston flight for the ski season.
- RTA bought and closed on the building they were currently occupying.
- RTA closed on the third lot in the Whetstone Industrial Park.
- Schmidt added that RTA did not have to commit \$250,000 a year to the airport.

#### Chris Haver

- Reported on the Housing Fund.
  - There had been a \$10,000 donation to help with rent assistance.
  - There was a possible program, in conjunction with the Housing Fund that would help to protect mortgages on deed-restricted properties from going into foreclosure.
  - They worked on grievance policies.
  - They sent out letters to deed-restricted property owners on what could help them keep their properties.
- Not many businesses received PPP money. Banks were holding queues of more applications.

#### Candice Bradley

- There was thought of a pedestrian Elk Avenue that would be beneficial to the public. She proposed an idea for outdoor sales or a broader outdoor seating area. Magner said it sounded intriguing. Bradley liked the open Elk concept. MacDonald said discussion could be added to the agenda for next Monday. Schmidt added that they needed to leave a lane for Mountain Express.
- Regarding TAPP, the current marketing efforts were restricted to non-resident homeowner outreach. The anticipation was that the economy would be slow and would recover when people could return to the valley.
  - They were running their Catapult program, launching Campfire Ranch, and working with Hustle Bikes to get business moving.
  - She listened to the NFIB meeting. The main complaint was that people were not getting loans and/or grants.

#### Jim Schmidt

- Went to a Housing Authority meeting.
- He requested they make it clear exactly who the residents were and what would cause them to get a grievance against them. They needed more clarity.
- The municipal subgroup of the EOC, discussed whether towns and counties would want to reduce permits and fees for construction.
- Schmidt referred to the letter he emailed. Haver provided suggestions for edits. Schmidt invited someone to write the next letter. He asked whether the Council agreed with sending the letter with some revisions. Magner asked to remove the bit about Trump. Schmidt hated to take it out but he would. Haver agreed with Magner. Schmidt would remove it.

**OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Dujardin stated community members had stepped up, and he wanted to push the button on citizenship recognitions. Secondly, he suggested switching up messaging in the full-page newspaper ad before taking out the full-page ad. Magner liked the idea of planning something for community appreciation. MacDonald affirmed Staff had talked about the Town Picnic and could add an element of recognizing individuals and efforts.

Schmidt thanked Bob Nevins and Michael Yerman, and he expressed appreciation for both of them.

**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

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 9:32PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)

**MINUTES**  
**Town of Crested Butte**  
**Special Town Council Meeting**  
**Monday, April 27, 2020**

Mayor Schmidt called the meeting to order at 6:39PM.

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

Stanford took a roll call of Council members at the beginning of the meeting. All of the Council members connected and participated in the meeting via Zoom.

Staff Present: Town Attorneys Barbara Green and John Sullivan, Town Manager Dara MacDonald, Parks and Recreation Director Janna Hansen, Public Works Director Shea Earley, Chief Marshal Mike Reily, and Town Clerk Lynelle Stanford

Finance Director Rob Zillioux (for part of the meeting)

Everyone connected and participated in the meeting via Zoom, and MacDonald, Stanford, and Zillioux were present in Council Chambers.

**APPROVAL OF AGENDA**

Schmidt added a discussion on the update of the County's orders and a report from Haver regarding the Recovery Subcommittee to the agenda.

Dujardin moved and Haver seconded a motion to approve the agenda with the addition of two items. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**OLD BUSINESS**

**1) Updated Financial Forecast and Discussion.**

Zillioux stated March sales tax collections were 50% below last year. Year to date, Town was 25% below 2019. RETT through March had been strong, but nothing had been sold in the near term. Zillioux pointed out the short-term rental tax collections were down. Everything was down, except for utilities. It was imperative to shop locally.

Zillioux reminded the Council that non-essential expenses were delayed. Town purchases and services, not yet contracted, should be sourced locally when possible. Town would not begin any new affordable housing or CAP projects until local economics stabilized.

**NEW BUSINESS**

### **1) Review of the Eighth Public Health Order.**

MacDonald reported that the health order allowed groups to get bigger. Restaurants would maintain status quo. Restrictions would be loosened on retail and personal services. There would still be no tourism. The order focused on loosening up a little bit to understand how the virus would spread under relaxed conditions. Next, MacDonald spoke regarding Phase 2, estimated for July and August. Phase 3 was still undetermined in the guidelines. She described the situation as quite fluid.

### **2) Recovery Team Update from Chris Haver.**

Haver informed the Council that the Recovery Team was reporting to the OVLC. Cathie Pagano had taken over in the past few weeks. They were broken down into three areas: business, health and human services, and civic and institutions. He described it as a continuous process. Dujardin added the OVLC would meet weekly on Thursdays. Haver implored the community to follow the health guidelines. Actions could be impactful on the future of Town this summer. Dujardin recognized the best minds in the local community were on it. He reminded the Council they were trying to build capacity to deal with future outbreaks.

Magner questioned whether Town could be on the side of aggressively opening, rather than squarely in the middle. Merrill did not think people would come here, even if fully open. Haver identified the goal was opening in a way that would give people confidence in Crested Butte. Dujardin did not think Town needed to be more or less aggressive than what Joni Reynolds directed. Schmidt identified the concern of things getting busier in neighboring counties, related to being able to transfer patients from the hospital in Gunnison. MacDonald clarified Town could not be more permissive than the County or the State, but Town could be more restrictive.

Schmidt stated Town was in the same boat as the businesses, pertaining to a question on Town refunding short-term rental fees. Priscila Palhava expounded on her question. She would appreciate help with supplies to help in safely opening. Magner pointed out Council needed to be careful with reserves. Sasa Watt disagreed that people would not be coming to Town, if possible, in June. Haver hoped Crested Butte could be a perfect solution for people.

Schmidt acknowledged people and businesses that were providing assistance and food. He thanked everyone that had been helping. There was a question on the campground closures. Schmidt affirmed the Forest Service had been a part of the EOC meetings. The discussion became focused on the wearing of masks. Reily stated the most important aspect was education. He thought peer pressure was a great motivator. Reily said business owners could make their own rules for their businesses. Dujardin read comments from the chat from Kent Cowherd and Palhava. Hansen reported on what she expected concerning the parks. Statistics on the effectiveness of masks were cited. The Council would discuss requiring and making masks mandatory at their next meeting.

### **3) Discussion on a Temporary Modification to the Purchasing Policy.**

Schmidt reviewed the current purchasing policy. Zillioux reported that Staff recommended four modifications listed in the staff report, to the purchasing policy in an effort to best distribute business in the community. The policy did not mean Town would spend beyond the budget. Zillioux asked for Council's support to bring forward a modification to the purchasing policy in a resolution. The Council did not voice any objections, and Staff would draft a resolution for the meeting next Monday.

### **4) Discussion on a Grant and/or Loan Program for Local Financial Relief.**

Haver recused himself as a small business owner that could qualify. Bradley recused herself, too. Haver and Bradley turned their video cameras off and muted themselves.

Zillioux explained the intention was to pull \$100,000 from the General Fund reserves for a grant program for small businesses. \$2,500 would be the maximum reward. Businesses would need to demonstrate plans to open, in concert with Gunnison County's reopening plan. Grants would be made on a first come, first serve basis. The goal was to provide immediate support to businesses. Zillioux outlined criteria for eligibility. Evidence of sustainability would be required. Also, businesses would need to provide a letter from the landlord or mortgage holder. The application deadline would be May 8<sup>th</sup>.

Zillioux was hesitant to add more money to the pool. He was concerned about the future. Dujardin suggested the cap of \$2,500 was really low. He asked for clarification on who was eligible. Zillioux wanted to see what would happen with the amount of \$100,000, capped at \$2,500 for each business. Magner wanted to give Zillioux flexibility in administering the rules. Schmidt asked about money to help to back up mortgage payments on deed-restricted housing. His thought was it cost less to cover mortgage payments compared to getting deed restrictions. Zillioux said business owners were hurting more than individuals in many cases. Magner and Bradley would talk about grant ideas to help individuals. Dujardin and MacDonald acknowledged comments from people in the chat. Schmidt explained why the Town could not waive water and sewer fees.

Magner moved and Dujardin seconded a motion to approve the expenditure of \$100,000 for the grant program outlined by Rob Zillioux. A roll call vote was taken with all voting, "Yes," except for Haver and Bradley, who had recused themselves and did not vote. **Motion passed unanimously.**

### **5) Discussion on a Potential Summer Closure of Elk Avenue to Vehicle Traffic to Encourage Social Distancing and Commerce.**

Schmidt referred to a survey put out by The Chamber. MacDonald made it clear they were not asking for a decision tonight. It was the beginning of an ongoing conversation if the Council wanted to pursue. She recommended the Council not delve into the details. MacDonald identified the intention was whether and how Town could use public

property to assist businesses in opening up by providing sufficient distance between customers. Staff recommended a travel lane on Elk Avenue, approximately 16 feet wide, down the center. MacDonald outlined details and considerations that would need to be decided upon. MacDonald emphasized the intent was not to create a festival atmosphere; it was to create more space between people. Inevitably there would be parking impacts on neighborhoods.

Schmidt asked about blocking off the sides of 3<sup>rd</sup> Street. Magner stated the summer of 2020 would be unlike any other summer. They were looking at creative steps to help the business community. She wanted to look at it as a discrete, specific short-term solution to help businesses through the current crises. Schmidt said The Chamber survey was half and half, and some people did not think it would help the businesses this summer. Dujardin thought it was putting a wrench in people's recovery plans. A parking plan needed to be in place before going down this route. He was concerned they were not taking the long-view approach and were reacting to COVID-19. Haver saw comments in the survey as stumbling blocks for him. He shared roadblocks that were identified. Mitchell recognized that businesses had spent money on parking they could not use. The idea needed to be better vetted. Bradley identified the idea came from the restaurant subgroup, and they talked about it again in the retail group. She thought she was doing her homework because it was well accepted in both of the groups. She was still in favor of investigating.

Ashley UpChurch reported on survey results. Schmidt read comments from Shaun Horne, Carrie Jo Chernoff, Kent Cowherd, Jason White, Kim Raines, Mike Knoll, and Priscila Palhava, from chat.

#### Darcy Perkins

- She shared information she had. People wanted to be safe wherever they went. People would change behaviors. The safest place to be was outdoors. This would give people a change to feel safe and enjoy shopping and dining in a different way. It was a different customer now.

UpChurch would continue the survey and could add to the live document until the meeting next Monday.

#### Priscila Palhava

- Town had been too hard on businesses regarding the sidewalks.
- The plan seemed really ambitious.
- She wanted workers to be taken care of. They were driving to work.
- Losing the parking was really bad for businesses.
- Outdoor space was needed on Elk Avenue.

#### Shaun Horne

- Certain retail merchandise did not spill out on the street easily.
- Do not throw the whole town under the bus for restaurants in a tough position.

Aaron Tomcak - Mountain Spirits Liquors

- Every time the block is closed, his sales go down.
- He cited concerns with liquor in the streets.
- He asked about people strolling down Elk Avenue with alcoholic beverages.

Carrie Jo Chernoff - Business located at 123 Elk

- They were really impacted with parking even when the rest of Elk Avenue was free.
- She saw it (closure of a main street) happen in another town, and it became a ghost town.

Erica Woodward

- She would have no idea how a retail store would deal with the elements.

Magner reminded that using the expanded area would be voluntary. Dujardin was not comfortable with it now. He would need to see a hybrid solution. Haver wanted more feedback from the restaurants, retail, and service subgroups. Chernoff wondered if it was what the Town should spend resources on during this time. Mitchell agreed with Chernoff.

Schmidt stated that the topic would be added to the agenda for discussion at the next meeting. MacDonald asked what the purpose was of the agenda item for next Monday. Magner said they were hoping for more people in Town. Haver agreed. Merrill thought it would be good to hear more from restaurants and retail and see where the restrictions would be in a week. MacDonald cited limitations that would take lead-time, such as ordering and installing signage. She asked the Council to keep in mind Phase 2.

## **ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 9:28PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)

May 5, 2020

Mayor Farmer and Town Council members  
 Town of Mt. Crested Butte  
 P.O. Box 5800  
 Mt. Crested Butte, CO 81225  
 Sent via email to: [jfitzpatrick@mtcrestedbuttecolorado.us](mailto:jfitzpatrick@mtcrestedbuttecolorado.us)

Mayor Farmer and Council members,

Thank you for the opportunity to provide some initial feedback and thoughts on the proposed development of the area in Mt. Crested Butte known as North Village. This looks to be an exciting opportunity for the Town and the North Valley as a whole.

### **Field Space**

Janna Hansen has collected input from Crested Butte staff, Crested Butte Community School, and West Elk Soccer Association, and we agree that a true multi-use field would be the most beneficial for existing programming and what we see coming for our community in the future. We are at maximum capacity and face overuse issues with our current amenities. Looking at an integrated solution that would create space for soccer, baseball, softball, and lacrosse would solve a lot of current programming issues and create space for our growing community. We recognize that there are space and funding constraints so the following outlines a couple of different options. We assume this is just a preliminary place holder to see how much space there is to work with. If there is in fact space and funding for an amenity such as this, our recommendation is that it be designed and built by a professional sports field builder. The following are options ranked most preferable to least that we feel could help meet the community's needs:

- Option #1: Multi-Use Field with Baseball/Softball Diamonds and Lacrosse Backstops
  - This option would require an area of about 178,000 sq. ft. ~380'x540'.
  - Would accommodate cross fields lined in various ways to serve a large number of field-based youth programs.
  - There is not currently a field in Crested Butte that can accommodate lacrosse, so this would be an important sport to consider in the design.
  - The following link is an example of what a field like this could look like:

<https://www.elitesyntheticssurfaces.com/wp-content/gallery/multipurpose-field/elite-synthetic-surfaces-ess-harris-park-multipurpose-field-turf-1.jpg>

- Option #2: Multi-Use Field
  - This would require a total area of about 112,000 sq. ft. (280' x 400') and would be roughly the size of Rainbow Field in Crested Butte.
  - This would accommodate the largest soccer field size option shown on the attached document including setbacks and spectator/team areas 20' off the field lines. This

field size could also accommodate lacrosse but would need proper backstops and netting to do so.

Each of these options would need associated parking, restrooms, and ideally a shade structure/refuge from inclement weather. As was discussed in the last North Village meeting, creating a holistic park plan that connects trails, playgrounds, restrooms, parking, field space, etc. would be ideal. GOCO would love a project like this and the Town would be excited to partner with Mt. CB on grant applications.

### **Traffic Impacts**

Although the exact number of residential units has not yet been determined, the number will be significant and will thus drive the need for transportation to serve those units. As you are aware, most traffic to Mt. Crested Butte flows directly through Crested Butte. Both towns are focused on reducing our negative impacts on the climate as well as ensuring that vehicle congestion does not increase in our communities. We hope that thoughtful attention will be paid to transportation and circulation and look forward to collaborating on solutions to these challenges.

### **Affordable Housing**

Affordable workforce housing will always be a critical issue for the North Valley and the two towns have been working hard to provide more units in recent years. We would certainly like to see the North Village project provide meaningful solutions to help address this community need. The 2016 Gunnison Valley Housing Needs Assessment, as updated, should be utilized as a resource to guide investment in unit types and ownership models.

### **Climate Action**

As you know the Gunnison Valley came together with strong support for climate action with the Gunnison Valley Climate Action Conference in January, 2020. All of us came away from that event with a renewed commitment to implement meaningful actions to limit greenhouse gas emissions through a variety of suggested actions. Shaping a development that minimizes or reduces emissions growth should be at the forefront for consideration as the plan is developed. Considerations for achieving this goal include compact development patterns, transit, efficient construction, and onsite energy generation among others.

### **Utilities**

Inevitably development in Mt. Crested Butte will have impacts on utilities and services within Crested Butte including streets, the Crested Butte Community School, recreation programs, parking and the like. As the plans for North Village are developed and the footprint of the project is better understood, we look forward to working collaboratively to address these impacts.

In addition, the Town may consider the need to revisit our Intergovernmental Agreement with Mt. Crested Butte Water and Sanitation District as it relates to our treatment of sludge through the composting program as capacity for that program is currently limited.

The Town appreciates the outreach that has been conducted so far by the Town of Mt. Crested Butte and the North Village development team. The process of gathering public and stakeholder input early hopefully informs a well thought out plan that is well received by stakeholders and the public. We look forward to continuing to review this project and provide feedback as details are developed.

Sincerely,

James A. Schmidt  
Mayor



## Staff Report

May 4, 2020

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Farmers Market Special Event Application  
**Date:** April 28, 2020

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### Summary:

Catherine Vader is the event organizer for the Crested Butte Farmers Market. The Farmers Market would take place on Sundays beginning May 31<sup>st</sup> through October 11<sup>th</sup>, 2020. The Farmers Market is typically located in the 100 Block of Elk Avenue, except it would be relocated on Sunday, August 2<sup>nd</sup> to Big Mine to collaborate with the Crested Butte Arts Festival. From May 31<sup>st</sup> through September 6<sup>th</sup>, set up would begin at 7AM, and take down would be completed by 3:30PM. From September 13<sup>th</sup> through October 11<sup>th</sup>, set up would begin at 8AM, and take down would still be completed by 3:30PM.

Farmers Markets are deemed a fundamental part of Colorado's food supply chain, and they are considered essential. Vader has been working closely with Gunnison County to ensure compliance with any health orders in place. All required safety measures will be met.

### Recommendation:

To approve the Crested Butte Farmers Market special event application as part of the Consent Agenda.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

Name of Event: Crested Butte Farmers Market

Date(s) of Event: Sundays, May 31<sup>st</sup> through October 11<sup>th</sup>

Location(s) of Event: 100 Block of Elk Avenue, between 1<sup>st</sup> + 2<sup>nd</sup> Streets

Map Attached Showing Location of Event *Attach map showing location of event*

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.):*

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Crested Butte Farmers Market

*Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Good Standing Certificate.*

Event Time(s) (start time of scheduled event to end time of scheduled event each day:

Date	Time: From	To
<u>May 31 - Sept. 6</u>	<u>9 am</u>	<u>2 pm</u>
<u>Sept. 13 - Oct. 11</u>	<u>10 am</u>	<u>2 pm</u>
Date	Time: From	To
Date	Time: From	To

Total Time (including setup, scheduled event, breakdown, and clean up):

Date	Time: From	To
<u>May 31 - Sept. 6</u>	<u>7 am</u>	<u>3:30 pm</u>
<u>Sept. 13 - Oct. 11</u>	<u>8 am</u>	<u>3:30 pm</u>
Date	Time: From	To
Date	Time: From	To

Expected Numbers: Participants: ~ 40-45 Vendors Spectators: N/A

Name of Event Organizer: Catherine Vacher

Phone: NA Cell Phone: 970.901.4181

E-Mail: info@cbfarmersmarket.org Fax Number: NA

Name of Assistant or Co-Organizer (if applicable): NA

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address of Organization Holding the Event: PO Box 2241, CB, CO 81224

Email Address of Organization: info@cbfarmersmarket.org Phone Number: 970.901.4181

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS: our 2 wine vendors offer

(a) Do You Intend to Sell or Serve Alcohol?  Yes  No

samples to people 21+ of age, but do not sell open containers for consumption at the market

If Yes, a Special Event Liquor License is Required. You must Submit a Separate Application for a Special Event Liquor License to the Town Clerk at least 30 days prior to the event to ensure adequate time to comply with state regulations.

Special Event Liquor License Application is Attached with Appropriate Fees and Diagram

Describe Plan for Security and Include with Diagram: (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

NA

(b) Proof of General Commercial Liability Insurance Naming the Town of Crested Butte as Additional Insured, with Coverage of No Less than \$1,000,000 is Required for All Special Events. If your event is in the Big Mine Ice Arena with over 299 people, you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events Selling Alcohol also Require Liquor Liability Insurance on the Insurance Certificate. (Note: Your application cannot be approved until we receive Proof of Insurance) Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.

Is Proof of Insurance Attached?  Yes  No

3. ROAD CLOSURES, PARKING/HANDICAPPED PARKING, BUS SERVICE:

Will Your Event Require Any Road Closures?  Yes  No

If Yes, Explain in Detail Streets Closures and Times of Closures:

Streets: 100 Block of Elk Ave. Date 5/31-9/6 Time: From 7am To 3:30pm

Streets: 100 Block of Elk Ave. Date 9/13-19/11 Time: From 8am To 3:30pm

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: Big Mine Parking Lot Date 8/2 Time: From 7am To 3:30pm during ARS Festival Weekend

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Will Your Event Impact Mt. Express Bus Service and/or Routes?  Yes  No

If Yes, Explain Impact (include times): NA

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

If yes, you must work with the Marshal's Department to create temporary handicapped parking spaces for the duration of your event.

Describe Plan for Parking: NA

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)?  Yes  No

If Yes, explain request for services in detail (attach additional page if necessary):

NA

Does Your Event Include a Parade?  Yes  No

If Yes, you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, brochures, etc.), individuals will do so exclusively by foot from along-side the vehicles/floats to minimize the likelihood of spectators running up to the vehicles/floats. I understand and agree that items will not be thrown from any vehicle/float.

\_\_\_\_\_  
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: NA

Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Residents and Businesses within 250' of the proposed event must receive written notification (7) days prior to the start of the event.

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: Door to Door

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 1 large trash bag, which we dispose of off-site each Sunday

What recyclable products will be generated at the event? #1 + #2 recyclable plastic bottles or drink cups (although we are working with Sustainable CB to cut back on these items this year), glass bottles, compostable paper products (plates, napkins, cutlery)

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up. (All events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event.) Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from Waste Management, please contact them directly at (970) 641-1986. Note: Any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

We put out 2 trash+recycling bins (1 at each end of the market) for our market shoppers to use. All of our concession vendors must pack out their own trash to reduce the amount of waste we have to dispose of at the end of the day.

Describe Plan for Portable Toilets and/or Restrooms. (Include Number of Portable Toilets and Plan to Restore Bathrooms to Original State following your event): (Required: 1 Portable Toilet to Every 40 Attendees)

We use the public restrooms located in the Bus Depot

6. SALES TAX:

Have you paid sales tax from your event last year?  Yes  No

If No, you must pay delinquent sales tax before your special event application will be considered.

Will You Be Selling Products (food, drink, or merchandise) At Your Event?  Yes  No

If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application with a List of Vendors to the Clerk's Office.

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

7. BANNER PERMITS:

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence?  Yes  No  
If Yes, you must apply for a banner permit separately through the Front Desk at Town Hall.

Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event?  Yes  No

Town Manager Approval: \_\_\_\_\_

Please review your application and make sure all questions are answered. Read, sign, and date the following prior to submitting your application.

**8. PLEASE REVIEW, SIGN, AND DATE:**

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Indemnitor") hereby acknowledge and agree to the following: (i) Releasor/Indemnitor assume all risk of injury, loss or damage to Releasor/Indemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Indemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Indemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands, including any third party claim asserted against the Town, 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, arising out of or in any way related to the permitted use, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

The undersigned Permittee certifies that all the statements and answers to the above questions are true without any reservations or evasions. The undersigned also understands that the Town of Crested Butte reserves the right to require payment for additional services for major impact events.

Catherine Vacker / Cathy Vacker  
 Print Name Clearly / Signature of Applicant (Permittee)

3/8/2020  
 Date

### **Crested Butte Farmers Market - Sunday Market Event Schedule and Description of Event**

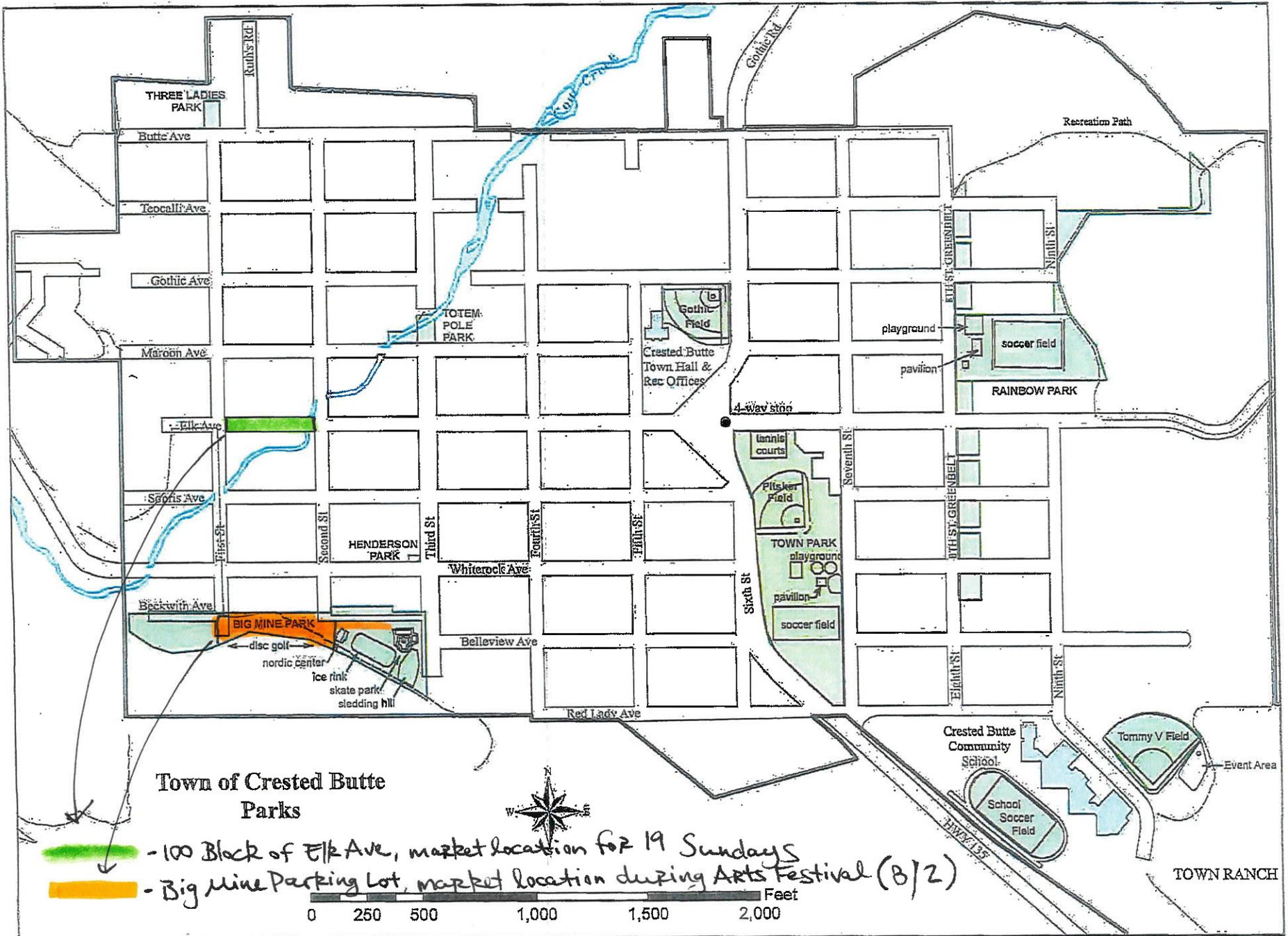
Sundays, May 31st - October 11th on the 100 Block of Elk Avenue

- May 31st - September 6th the market will run from 9 am to 2 pm
  - Set-up will begin at 7 am and take-down will run until 3:30 pm
- August 2nd (Arts Festival Weekend)
  - We will be relocating to the Big Mine/Noradic Center Parking Lot for this 1 day
  - All times will be the same as above
- September 13th - October 11th the market will run from 10 am to 2 pm
  - Set-up will begin at 8 am and take-down will run until 3:30 pm

As in years' past, our Executive Director or a Market volunteer will put out the "No Parking" signs on the 100 Block of Elk Avenue on Saturdays preceding the market.

The Crested Butte Farmers Market (CBFM) was created to support regional farmers and artisanal food producers by providing an avenue that allows them to sell their products directly to the public. The CBFM is dedicated to promoting sustainable agriculture and farm-to-consumer sales within Crested Butte. We offer organic and certified naturally grown vegetables, fruits and herbs, pasture-raised and grass-finished meats, wild-caught fish, artisanal cheese, wine, hard ciders & juices, breads, jams, jellies, pickles, cut flowers, as well as an assortment of locally produced arts and crafts. We provide local kids the opportunity to sell anything they've created themselves in our Sprouts Booth, and we offer booth space free of charge to area non-profits with our Community Outreach Booths.

The CBFM has become a vibrant part of Crested Butte's summer season, and we hope to continue this in 2020. We realize our schedule may be affected by the recent COVID-19 emergence in the valley, and our dates requested here are certainly "best case scenario" at this point, but please know that we are willing to adjust dates and make accommodations in whatever ways our local government sees fit in order to have a market this summer!





SPECIAL EVENT: FARMERS MARKET - SUNDAYS (5/31/2020 - 10/11/2020)

DEPARTMENT APPROVALS *(For Official Use Only)*

Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

**MARSHALS:**

Conditions/Restrictions/Comments:

Ok per CBMO.

Michael Reily

6/15/2020

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

Approved

Shea D Earley

4/6/2020

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Approved. Park permit on file with Clerk.

Janna Hansen

4/7/20

Signature

Date

DEPARTMENT APPROVALS (*For Official Use Only*)

Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

**TOWN CLERK:**

Conditions/Restrictions/Comments:

Lynelle Stanford

4-13-2020

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Signature

Date

**TOWN MANAGER:**

Conditions/Restrictions/Comments:

Application

One Day Banner

The event is subject to the provisions of any Gunnison County Public Health Orders and Town of Crested Butte orders under the Declaration of a Local Disaster Emergency that may be in place at the time of the event.

Dara T. MacDonald

04.15.2020

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Signature

Date

**CRESTED BUTTE FIRE PROTECTION DISTRICT:**

Conditions/Restrictions/Comments:

Approved. Ensure proper spacing of tents.

Ric Ems

4/11/20

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Signature

Date

DEPARTMENT APPROVALS (*For Official Use Only*)

Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

**MT. EXPRESS BUS SERVICE:**

Conditions/Restrictions/Comments:

No impact on MX

Chris Larsen

4/8/20

---

Signature

Date



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** May 4, 2020

### Town Manager

- 1) No updates

### Public Works -

- 1) Streets Division
  - a. Continuing street sweeping
  - b. Beginning the process of cleaning trash from snow storage lots
  - c. Painting curbs to designate no parking within 30 feet of intersections.
- 2) Water and Wastewater Division -
  - a. Water Division
    - i. Flushing Hydrants
    - ii. There are several service breaks through out Town that are in the process of being fixed.
  - b. Wastewater Division
    - i. Continuing to tv inspect sewer mains throughout Town.
    - ii. Continuing to jet (clean) sewer mains throughout Town.
- 3) Facilities Division –
  - a. Continuing to perform the remodel of the kitchen at Town Hall.
  - b. Jeff Little, our Facility Maintenance Worker, put in his two-week notice. At this time staff will not be filling the position. Jeff's expertise will be sorely missed. Please join with me in wishing him the best of luck!

### Marshals

- 1) Slight changes to our Groundhog Day duties with the new phases of the Public Health Orders coming into effect.
- 2) Our officers are continuing to be visible and deal with a random assortment of PHO violations as well as the typical criminal violations.

- 3) The last few weeks have been rough on our community and your first responders are not immune to the emotions that go along with what many of us have been experiencing. Whether you are going to work or trying to recreate, please be careful out there. The Marshal's Office offers our condolences to all who have been affected by the losses we are experiencing.

### Parks & Rec

- 1) In an effort to cut costs and prioritize funding for year-round employees during the COVID pandemic, the Parks Division will not be hiring a seasonal parks crew. Summer parks duties will be performed by our year-round staff. We do have one injured staff member and one staff member who is home part time with his child. We will be short-staffed this summer and ask for grace and consideration as we work to maintain our amenities, and open amenities for the summer. Our priority will be maintaining our assets and there will likely be a reduction in non-essential services.
- 2) Les Choy, our gardener of 21 years, will be returning to care for our perennial gardens. If Elk Ave. is closed for the summer and flower barrels/boxes are used as barricades, our regular flower crew of three seasonal gardeners will be required. If Elk Ave. maintains the status quo and remains open to vehicles for the summer, no additional gardeners will be hired and flower boxes/barrels will not be planted in town.
- 3) Update on Park Amenities:

#### Open Amenities:

- Basketball Courts
- Tennis Courts
- Volleyball Court
- Rec Path
- Dry Areas of Athletic Fields – We are asking the public to please stay off wet areas as it damages the turf.
- Skatepark - Modified use - Crank's Tank is still frozen. We are asking the public to not use metal shovels or ice chippers to clear the Skatepark as it damages the concrete.

#### Closed Amenities:

- Playgrounds
- Pavilions
- Bike Park - Still snowy/muddy – We are asking the public to keep out of this facility until open to avoid damage to the berms.

Courts are open for use by one household at a time. We are asking community members to keep group sizes to less than 10 people, to maintain 6' of distance between themselves and other park users, and to practice proper hand washing before and after using park amenities.

### Community Development

- 1) Town Clean-Up – May 16<sup>th</sup> will be the big day. Mel is 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) The organizer of the Crested Butte Farmers Market - Thursday Evening Market has requested that the Thursday Evening Market be located in the Zero Block of Elk Avenue. Last summer, the Thursday Evening Market was located in Crank's Plaza. The proposed dates are July 2nd through August 27th. The market would run from 3PM to 6PM. Is the Council agreeable to a new, additional closure of Elk Avenue, regularly during the summer?
- 2) The Chamber plans to submit a special event application for the 4th of July. They will propose a new parade plan in an effort to achieve social distancing. Secondly, The Chamber intends to plan the Chainless event for August 28th. Any events approved by the Council would require compliance with all health orders in place at the time of the event.
- 3) New brew pub liquor license applications were submitted for Belleview Brew House LLC (330 Belleview) and Public House LLC (202 Elk Avenue). A manufacturing license, issued by the State, is currently held by Belleview Brew House LLC. Public House LLC currently holds a hotel/restaurant liquor license. Public hearings are planned for both on Jun 15th, 2020.

Finance

- 1) See financial update on the agenda.

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

May 4th, 2020

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

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**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. Provide an updated revenue impact forecast
2. Summarize results of Town's Small Business Grant Program

**Discussion:** This crisis is exactly why Town has maintained strong reserves and practiced conservative spending habits. Continued spending caution is advised should conditions worsen or another crisis hit Town.

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 only 25% of budget. The most likely scenario is where full year sales tax revenue comes in below budget by +/- \$2,000,000. STR Excise tax, recreation / parks revenue and RETT are all likely to be well below budget for the year. All non-essential expenses will be scrutinized so as to protect against potential economic worsening.

# 2020 Financial Update Town of Crested Butte



# Headlines

- March sales tax collections were roughly 50% below 2019.
- YTD sales tax collections are roughly 25% below 2019.
- 2020 Sales Tax loss, versus budget, is projected at +/- \$2,000,000
- RETT collections through April 1<sup>st</sup> have amounted to \$674,124.
  - This is ahead of budget. However, we have not booked any RETT since April 1<sup>st</sup>. Real estate transactions have slowed, as would be expected during this time. RETT funds Capital, Parks and Open Space. We will be closely watching RETT going forward and, possibly, adjusting project spend accordingly. RETT took five years to recover after the 2008 Great Recession.
- Park rental fees plus Recreation program fees have a total annual budget of roughly \$100,000. It is likely actual 2020 revenues will be \$50,000 or less.
- Town staff have implemented expense management actions amounting to \$1,311,500 that will help offset revenue losses.

# Small Business Grant Program

- Program was very well received with much gratitude
- \$100,000 pool was exhausted within two and a half days
- 42 awards made. 50 total applications as of 6pm April 30<sup>th</sup>.
- Rent / lease / mortgage help were the overwhelming need and use of grant awards. Business loans, equipment leases and insurance were also significant needs
- A couple of citizens asked if Town could / would accept donations to be used for the Small Business Grant Program. We have the ability to accept funds, as long as the citizens document this is on their own free will and expect nothing in return from the Municipality
- Listing of grants provided in the appendix

# Recommendations

- Extend STR licenses by one year.
- 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

# Small Business Grant Program – COVID 19 relief

## Award recipients

<b>Business Name</b>	<b>\$ Amount</b>	<b>Business Name</b>	<b>\$ Amount</b>
A Daily Dose	\$2,500	Mountain Nugget Bodywork	\$600
Alpenglow Rentals	\$2,500	On Point Accupuncture	\$2,500
Alpine Getaways	\$2,500	Pet au Pairs	\$2,500
Bella Voi Salon	\$1,380	Purple Mountain B&B	\$2,500
Bliss Community Chiropractic	\$2,500	Rijks Family Gallery	\$2,500
Bonez	\$2,500	Rumors Coffee	\$2,500
Calico Queen Tattoo	\$2,500	Sea Level Spa	\$2,500
CB Angler	\$2,500	Sherpa Café	\$2,500
CB Fine Art Gallery	\$2,500	Slogar LLC	\$2,500
CB Strength & Conditioning	\$2,500	Sopris Women's Clinic	\$2,500
CB Tobacconist & Lifted Gifts	\$2,500	Studio West Inc	\$2,500
Chopwood	\$2,500	Sunflower	\$2,500
Cloud Cottage	\$2,500	Tacos Local	\$2,500
Colorado Real Soap	\$2,500	T-Bar	\$2,500
Creekside Spa	\$2,500	The Bubble Wrap	\$2,500
Elk Ave Prime	\$2,500	The Mountain Store	\$2,500
Integrative Dentistry	\$2,500	Thrive Yoga	\$2,500
Last Steep	\$2,500	Zacharia Zypp & Co	\$2,500
Lavish	\$2,500		
Little Sparrow, LLC	\$2,500		
Mikey's Pizza	\$2,500		
Milky Way	\$2,500		
Misty Mountain Too	\$2,500		



## Staff Report

May 4, 2020

**To:** Mayor Schmidt and Town Council

**From:** Mel Yemma, Planner I

**Thru:** Dara MacDonald, Town Manager

**Subject:** **Discussion of Potential Summer Expansion of Business Footprints Along Elk Avenue**

**Date:** May 4, 2020

**Summary:** The Town Council has been discussing the potential of limiting vehicle traffic on Elk Avenue in the summer of 2020. The goal of the changes would be to allow businesses along Elk Avenue to access public right of way space adjacent to their businesses to expand their offerings during ongoing social distancing requirements. Encouraging gatherings of people or creating the atmosphere of a special event or festival is not the goal of these potential changes. The intentions of the changes are to help business operations adhere to social distancing requirements in the public health orders, encourage local commerce, and overall help the community and visitors feel more comfortable and safe with more space to spread out. Lastly, these potential Elk Avenue traffic limitations changes would be temporary and removed concurrent with the County moving to Phase 3 of the re-opening plan.

**Background:** The commercial district of Elk Avenue is the heart of Crested Butte. Many public serving businesses are located along this street and it is a focal point for both locals and visitors. The street typically allows for on-street parking, two-way vehicular traffic and deliveries in addition to pedestrian traffic on sidewalks. Limited use of the sidewalks is permitted during the summer by adjacent restaurants, subject to ADA accessibility and Council approval. On April 27<sup>th</sup>, the Town Council held a special meeting and discussed the possibility of utilizing Elk Avenue as a one-way street to provide more space for businesses to operate outdoors. The initial scenario presented included a one-way street with delivery drop off zones, but no parking on Elk Avenue. The Town Council heard initial feedback from the community on the concept, discussed other potentials or scenarios, and continued the discussion to the May 4<sup>th</sup> Town Council meeting.

**Scenarios for Consideration:** In the attached presentation, and at the May 4<sup>th</sup> Town Council meeting, Town staff will present the pros and cons of five different potential scenarios for the council to consider. The main comparison points are related to: expansion of business opportunity/space, parking impacts, congestion, costs, and other open considerations. Details relating to liquor permitting are not included in the presentation, but can be worked out depending on the scenario chosen to proceed with.

*Scenarios:*

1. Status quo
2. Elk Ave one-way with loading zones for deliveries (no parking)
3. Elk Ave one-way with some 10 minute parking zones near restaurants for to go pick up

4. Third Street closure – close the ½ blocks between Elk and the alleys just north and south of Elk and create seating area for the public
5. Elk Ave one-way 4<sup>th</sup> to 2<sup>nd</sup>

**Business and Community Feedback:** The Town Council heard initial feedback on the concept at the special meeting on April 27<sup>th</sup>. The Chamber of Commerce also circulated a survey regarding the initial concept of closing vehicle access on Elk Avenue. Initial results from the survey can be viewed at the link below, and Ashley UpChurch can provide an update on additional feedback received through the ICElab subgroups during Monday's meeting.

*Survey Results Link:*

<https://docs.google.com/spreadsheets/d/1EbAnNLyjEcHWgV6PUo7CXzwGaL9OKHbgiXo5-IYiKrM/edit#gid=639404822>

**Recommendation:** Town staff will need direction from the Town Council on which scenario to proceed with at Monday's council meeting. While specific details relating to the exact start date, tables/flower barrels, liquor permitting, and other considerations can continue to be hashed out over the next month, staff will need to time to secure signage and determine and prepare for staffing needs. Town staff recommends pursuing Scenario #2, with the second choice of Scenario #1, with the allowance that staff can make adjustments as necessary to be responsive to changing circumstances or needs that may arise. The intention would be to remove the Elk Ave traffic limitations concurrent with the county moving to Phase 3 of the re-opening plan.

# Discussion of Potential Summer Expansion of Business Footprints Along Elk Avenue



May 4, 2020  
Town Council  
Meeting



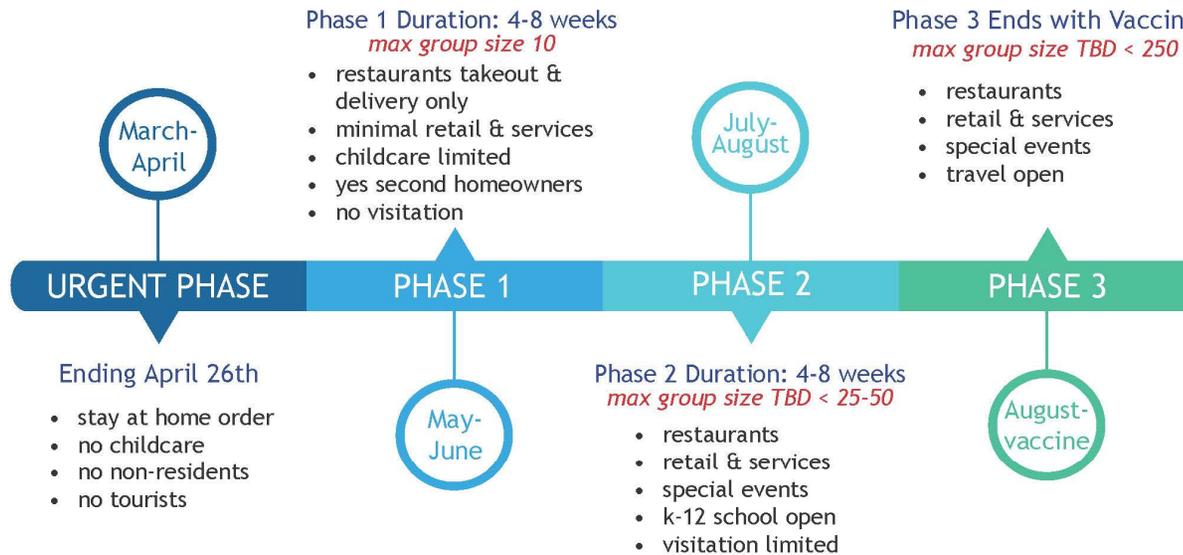
# What could this summer look like?



## TENTATIVE RE-OPENING PLAN

**All phases require:** Social distancing, protecting the at-risk population, good hygiene, mask wearing, isolating symptomatic, and contact tracing

*\*Guidelines and dates subject to change\**



Failure to minimize impacts of Covid-19 will result in return to previous phases as necessary

Last Updated: 4/24/2020

# Background Information and Goals



- Initial idea was brought up in ICElab Industry Subgroups
- Goal to provide more outside space for businesses
  - help their operations adhere to the guidelines
  - encourage local commerce
  - help visitors feel more comfortable with more space to spread out
- Goal is not to encourage a festival or block-party type atmosphere
- Intention is to remove the potential Elk Ave traffic limitations concurrent with the County moving to Phase 3.

# Things to Think About

- Expand Business Opportunity / Space
- Parking Impacts
- Congestion
- Costs
- Other Considerations?

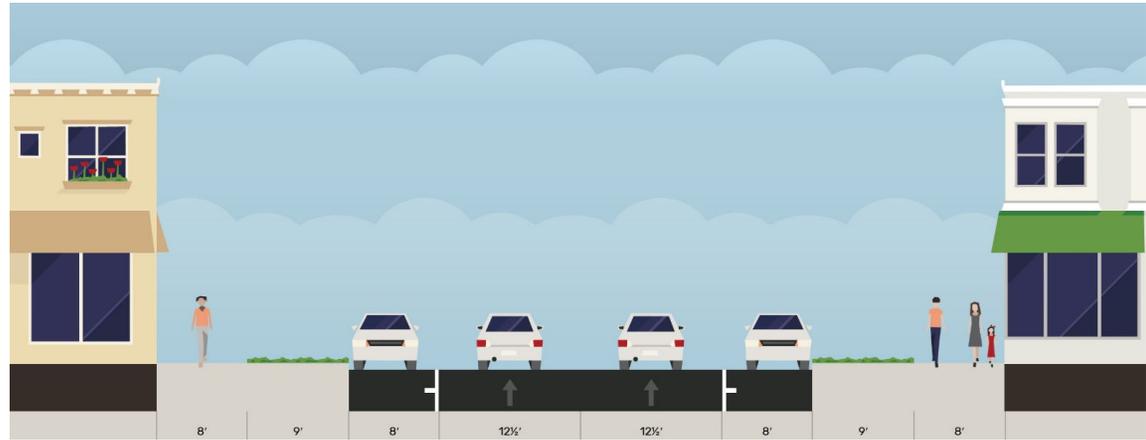


# Elk Avenue Scenarios

1. Status quo
2. Elk Ave one-way with loading zones for deliveries (no parking)
3. Elk Ave one-way with some 10 minute parking zones near restaurants for to go pick up
4. Third Street closure – close the  $\frac{1}{2}$  blocks between Elk and the alleys just north and south of Elk and create seating area for the public
5. Elk Ave one-way 4<sup>th</sup> to 2<sup>nd</sup>



# Elk Avenue 2020 – Scenario 1: Status Quo



**Proposed Elk Avenue Layout, Summer 2020 - Scenario 1  
Town of Crested Butte, CO**

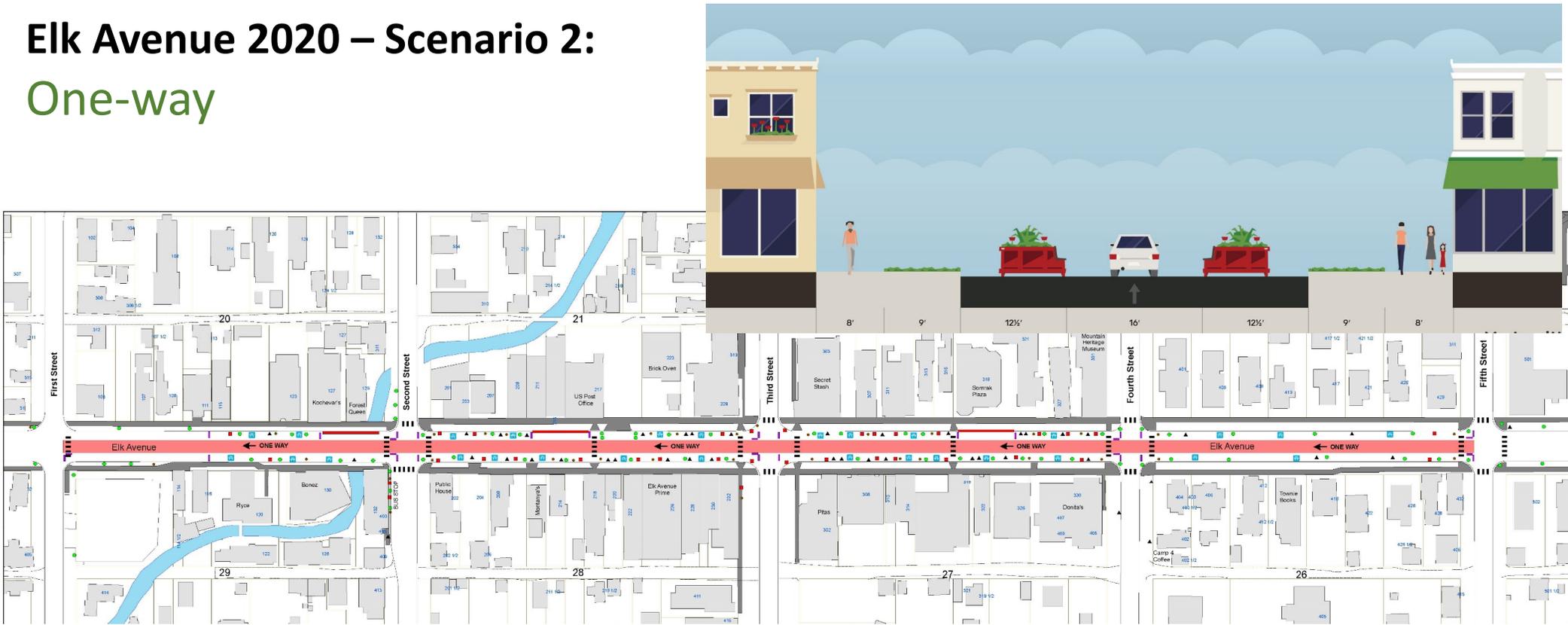
- Bear-Proof Trash Can
- Bench
- ▲ Bike Rack
- Flower Barrel
- Flower Boxes
- Buildings
- Paved Roads
- Unpaved Roads
- Sidewalk
- ||||| Crosswalk
- ▭ Parcel Boundaries
- Coal Creek



# Scenario #1 – Pros and Cons

- Expand Business Opportunity / Space
  - **No changes, only some businesses have ability for sidewalk seating**
  - **Town could allow utilization of paver/grass areas for additional space**
  - **Exacerbates crowding on sidewalks, limiting social distancing**
- Parking Impacts
  - **No changes**
- Congestion
  - **Sidewalk congestion could make social distancing challenging**
  - **Lack of flower barrels could provide some relief on distancing**
- Costs
  - **No costs to Town**
  - **No cost changes to businesses**
- Questions / Other Considerations?

# Elk Avenue 2020 – Scenario 2: One-way



**Proposed Elk Avenue Layout, Summer 2020 - Scenario 2  
Town of Crested Butte, CO**

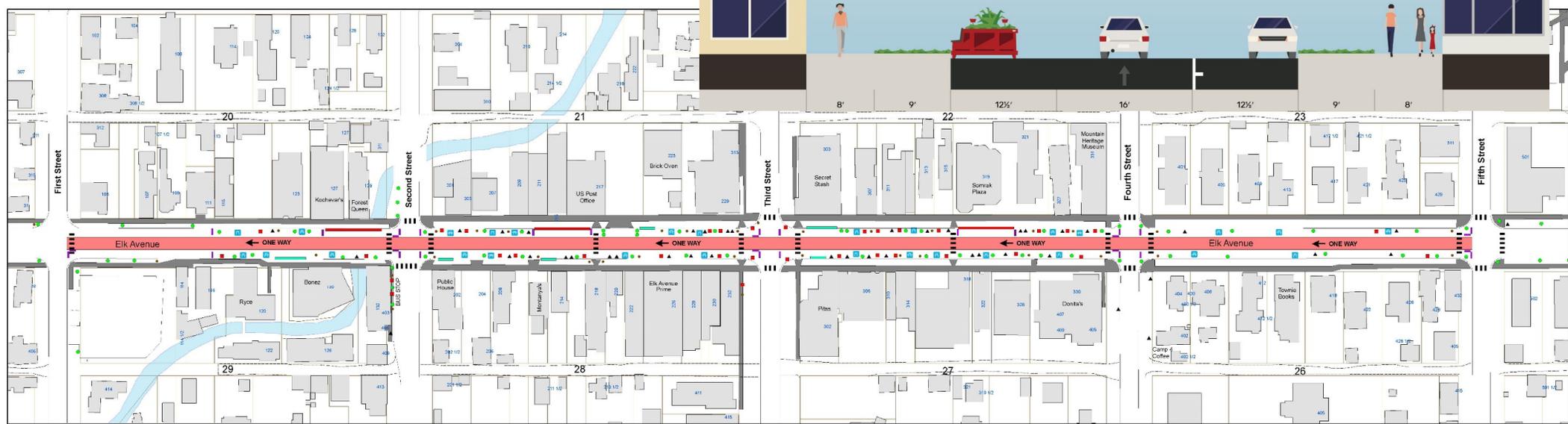
- Bear-Proof Trash Can
- Bench
- ▲ Bike Rack
- Flower Barrel
- ☺ Picnic Table
- Flower Boxes
- ▭ Buildings
- Paved Roads
- - - Unpaved Roads
- Sidewalk
- ||||| Crosswalk
- ▭ Parcel Boundaries
- Coal Creek
- One-Way Drive Lane (16')
- Delivery Zone



# Scenario #2 – Assessment

- Expand Business Opportunity
  - Provides additional space in parking spaces for business operations (seating, retail racks, etc.)
- Parking Impacts
  - Could push parking to side streets or cause issues at post office parking lot
  - Limits parking very close to business front doors
  - Delivery zones would be accommodated
  - Mountain Express would continue usual operation
- Congestion
  - Less congestion from traffic and cars
  - Pedestrians can maintain social distancing
- Costs
  - Costs to Town for signage, flowers barrels, and ongoing maintenance
  - Could require costs to businesses for outdoor tents and other infrastructure
  - Town could provide up to 30 picnic tables
- Questions / Other Considerations?

# Elk Avenue 2020 – Scenario 3: One-way with more Parking (10 minute zones)



**Proposed Elk Avenue Layout, Summer 2020 - Scenario 3**  
**Town of Crested Butte, CO**

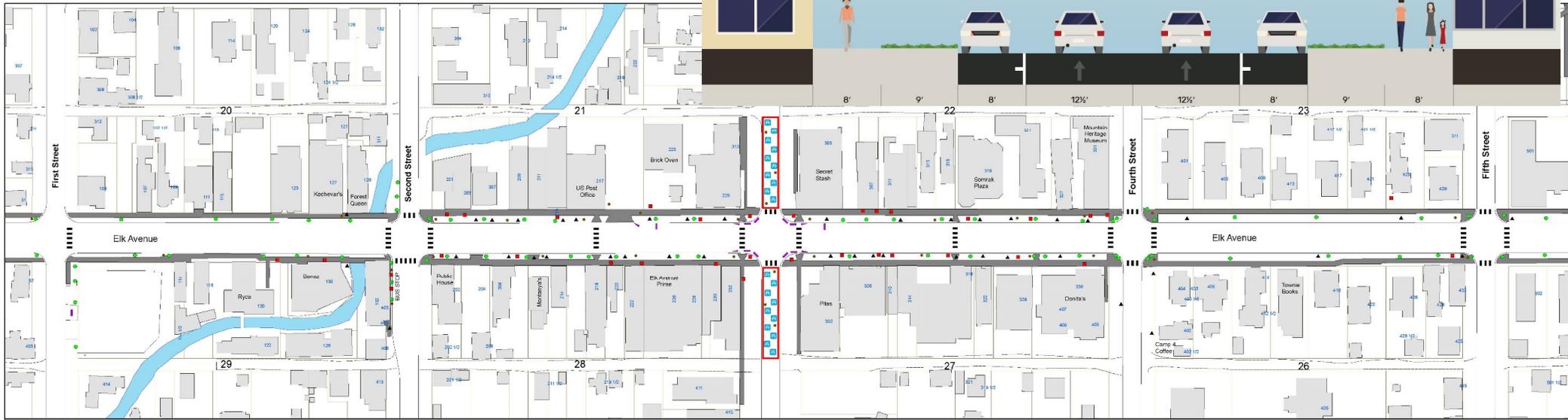
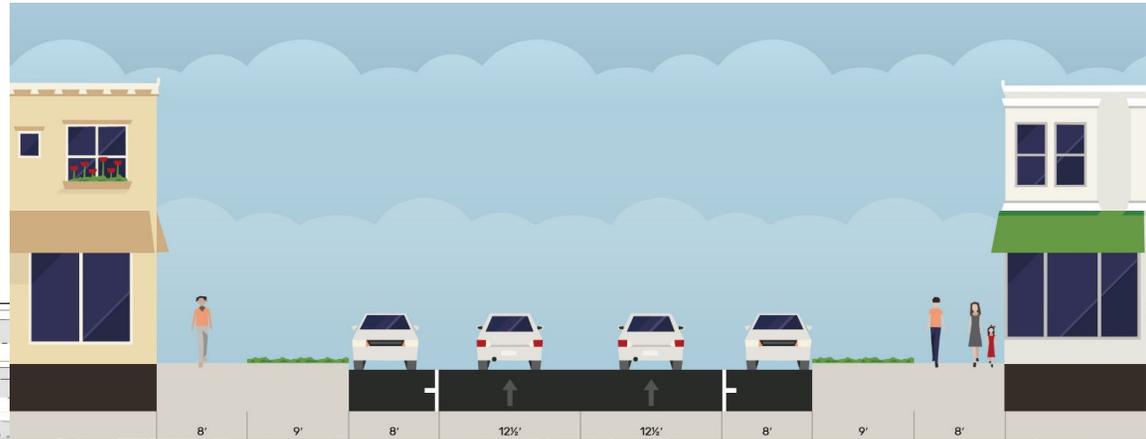
- Bear-Proof Trash Can
- Bench
- ▲ Bike Rack
- Flower Barrel
- ☐ Picnic Table
- Flower Boxes
- Buildings
- Paved Roads
- Unpaved Roads
- Sidewalk
- ||||| Crosswalk
- ▭ Parcel Boundaries
- Coal Creek
- One-Way Drive Lane (16' wide)
- Delivery Zone
- 10 Minute Parking



# Scenario #3 - Assessment

- Expand Business Opportunity
  - Provides additional space in parking spaces for business operations (seating, retail racks, etc.)
- Parking Impacts
  - Could push parking to side streets or cause issues at post office parking lot
  - Enforcement issues with 10 minute parking zones
  - Requires more signage
  - Delivery zones would be accommodated
  - Mountain Express would continue usual operation
- Congestion
  - Less congestion from traffic and cars
  - Pedestrians can maintain social distancing
  - Congestion from cars pulling in and out
  - More pedestrian and car interaction
- Costs
  - Costs to Town for signage, flowers barrels, and ongoing maintenance
  - Could require costs to businesses for outdoor tents and other infrastructure
  - Town could provide up to 30 picnic tables
- Questions / Other Considerations?

# Elk Avenue 2020 – Scenario 4: Third St. Closure



**Proposed Elk Avenue Layout, Summer 2020 - Scenario 4**  
**Town of Crested Butte, CO**

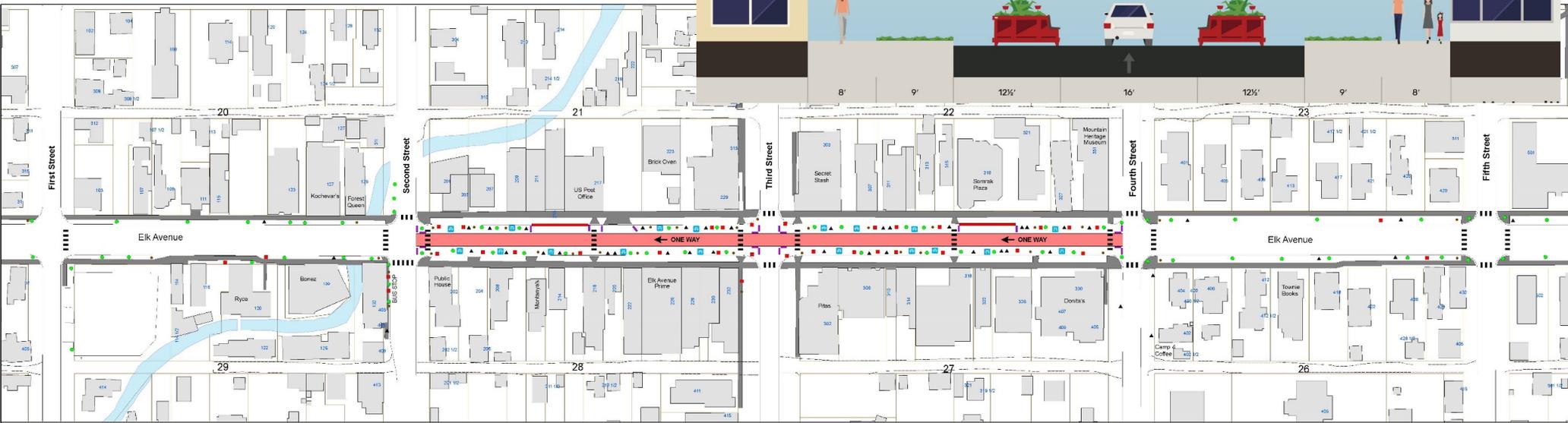
- Bear-Proof Trash Can
- Bench
- ▲ Bike Rack
- Flower Barrel
- ☕ Picnic Table
- Flower Boxes
- ▭ Buildings
- Paved Roads
- - - Unpaved Roads
- Sidewalk
- ||||| Crosswalk
- ▭ Parcel Boundaries
- Coal Creek
- ▭ Road Closed for Public Seating/Dining



# Scenario #4 - Assessment

- Expand Business Opportunity / Space
  - Provides common area for eating or gathering which could encourage commerce
  - Does not give a specific business more space to operate
  - Could potentially only benefit adjacent businesses
- Parking Impacts
  - Generally less parking impacts, but could push parking to other areas or cause issues at post office parking lot
  - Loss of 4 ADA parking spaces, which would need to be created elsewhere
- Congestion
  - Generally more space for pedestrians in the designated areas
  - Potential challenges on sidewalk for social distancing
  - Could lead to large groups of people gathering
  - Could create circulation issues
- Costs
  - Costs to Town for signage and barrels, but less costly than other scenarios
  - No costs to businesses
- Questions / Other Considerations?

# Elk Avenue 2020 – Scenario 5: One-way 4<sup>th</sup> to 2<sup>nd</sup>



**Proposed Elk Avenue Layout, Summer 2020 - Scenario 5**  
**Town of Crested Butte, CO**

- Bear-Proof Trash Can
- Bench
- ▲ Bike Rack
- Flower Barrel
- Picnic Table
- Flower Boxes
- Buildings
- Paved Roads
- Unpaved Roads
- Sidewalk
- ||||| Crosswalk
- Parcel Boundaries
- Coal Creek
- One-Way Drive Lane (16' wide)
- Delivery Zone



# Scenario #5 - Assessment

- Expand Business Opportunity / Space
  - Provides additional space in parking spaces for business operations (seating, retail racks, etc.)
  - Only affects businesses from 4<sup>th</sup> to 2<sup>nd</sup> street
- Parking / Business Impacts
  - Could push parking to other blocks of Elk, side streets or cause issues at post office parking lot
- Congestion
  - Less congestion from traffic and cars on one-way blocks
  - Generally more space for pedestrians
  - Transition to two lane could cause congestion or traffic concerns
- Costs
  - Costs to Town for signage, flower barrels, and ongoing maintenance
  - Could require cost to businesses for outdoor tents and other infrastructure
- Questions / Other Considerations?

# Staff Recommendation

Scenario #2,

*or, if not #2*

Scenario #1



# Initial Business Feedback

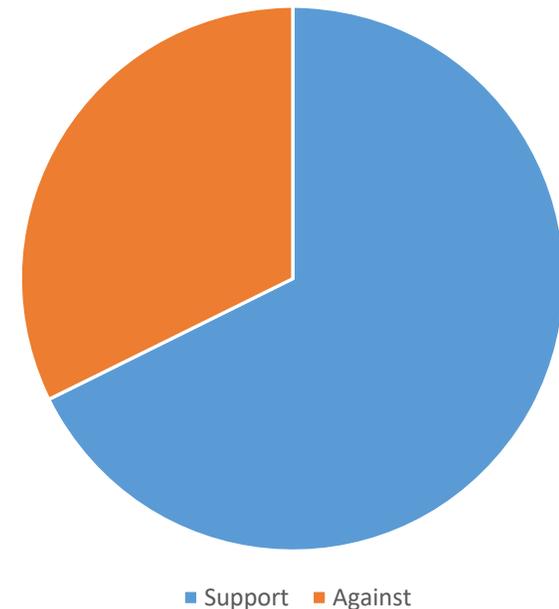
“Thanks for getting creative, it’s what it will take to keep everyone safe and profitable.”

“Please make our operations of our businesses as easy as possible. While the intentions of keeping people healthy are well placed, this could end up being an even larger burden put onto the businesses at an already incredibly vulnerable time for us.”

“[From a "No" Respondent] These answers could all easily change depending on proposed ideas by the town. So many questions... impact of parking on all surrounding streets, liquor license on extended seating areas, etc.”

**View the survey results here:** <https://docs.google.com/spreadsheets/d/1EbAnNLyjEcHWgV6PUo7CXzwGaL9OKHbgiXo5-IYiKrM/edit#gid=639404822>

Would you be supportive of closing Elk Ave to vehicular traffic?



*Initial Feedback (65 Respondents)*

# Direction Needed Tonight

- Scenario Decision
  - Details can be worked out later, but signage and season workforce would need to be planned ahead for





**To:** Mayor Schmidt and Town Council  
**From:** Michael Yerman, Community Development Director  
**Subject:** **Ordinance 9, Series 2020- Slate River Annexation**  
**Date:** May 4, 2020

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**Background:**

The Slate River Major Development application started with an annexation petition request to the Town in the fall of 2014 by Cypress Equities (Developer). After a year of negotiations, the proponents withdrew their application for annexation with the Town. At this time, the County was approached by the developer about the possibility of a major subdivision in the County.

In 2016, negotiations with the Town about extending sewer service to the development resulted in the Town and the developer executing the first of three agreements: a pre-annexation agreement, an amended pre-annexation agreement and a second amendment to the pre-annexation agreement. The Pre-Annexation Agreement, Reception #638399, created a hybrid development project in which a portion of the development would occur in the unincorporated area of the County, followed by the annexation of the remaining property into the Town. The Slate River would serve as the dividing line between the Town and unincorporated development. In exchange for sewer service, the developer dedicated six parcels to the Town on the western portion of the development to serve as public uses, affordable housing, passive park space, and open space. These parcels will be platted and annexed under the Town's Municipal Code regulations.

An amendment to the Pre-Annexation Agreement was negotiated after the developer went before the County Planning Commission and Board of County Commissioners (BOCC). Concerns about the developer's plans for water supply resulted in an additional request for Town water. At this time, the Amendment to the Pre-Annexation Agreement, Reception #643828, was agreed upon to extend water service to the development in the County in exchange for senior water rights in the McCormick Ditch among other conditions. These two recorded agreements will be referenced as "Pre-Annexation Agreements" for the remainder of the memo.

Both the Pre-Annexation Agreement and the Amended Pre-Annexation Agreement were bound to the County's approval of the Major Subdivision of 23 residential lots on the eastern portion of the site. The County has approved the Major Subdivision which has set in motion the need for the execution of several agreements. The approval of the County Major Subdivision also sets in motion the Town's annexation process and landfill voluntary clean up (VCUP).

After approval of the County's Major Subdivision, the Second Amendment to the Pre-Annexation Agreement, Reception #656557 was executed to clarify additional provisions that were necessary for

the VCUP, construction of landscaping and fencing on Town property, and the construction of utilities. A working draft Annexation Agreement prepared by the Town Attorney that combines the Pre-Annexation Agreement and amendments is included in the Council packet.

**Slate River Annexation:**

The Town received an annexation petition and prepared a Sketch Plan Application for annexation. Resolution 4, Series 2019 found the annexation petition in substantial compliance and set the beginning of the annexation public hearing for April 15, 2019. This annexation hearing has been continued to May 18, 2020.

The Annexation Ordinance adopts the Annexation Agreement for the annexed properties. This agreement contains several key provisions that are carry overs from the previous Pre-Annexation Agreements. Key terms in the Annexation Agreement as follows:

- Sets forth the deed of conveyance of the 9 Town Parcels
- Allows for the additional cleanup of the dump for one additional acre of affordable housing.
- Compensates Cypress for \$350,000 for the 1 acre of affordable housing that was cleaned up.
- Provides a boater access easement at the Pyramid bridge.
- Dictates responsibilities for snow removal. The Town will only plow Pyramid to 8<sup>th</sup> Street.
- Sets the terms for covenants to protect Town owned wetland parcels and the river trail.

**Recommendation:**

A Council member make a motion followed by a second to set the public Hearing for Ordinance 9, Series 2020 to May 18, 2020.

**ORDINANCE NO. 9**

**SERIES 2020**

**AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE SLATE RIVER  
SUBDIVISION TO THE TOWN OF CRESTED BUTTE, COLORADO.**

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

**WHEREAS**, Cypress Foothills, LP ("Annexor") submitted a Petition for Annexation dated February 26, 2019, requesting that the Town annex the Slate River Subdivision; and

**WHEREAS**, on March 4, 2019 the Town Council found the Petition for Annexation to be in substantial compliance with § 31-12-107(1), C.R.S. and § 31-12-105, C.R.S.; and

**WHEREAS**, an Annexation Hearing on the Slate River Annexation was opened on April 15, 2019, continued to September 3, 2019, continued to December 16, 2019, continued April 6, 2020, and continued to May 18, 2020; and

**WHEREAS**, on April 6, 2020 after taking testimony the Town Council adopted Resolution No 11 Series 2020, finding that the Slate River Subdivision is eligible for annexation pursuant to the statutory criteria for annexation in C.R.S. §§ 31-12-104 and 105 and the criteria in Sec. 15-1-80 of the Crested Butte Municipal Code; and

**WHEREAS**, the Town Council finds that an election pursuant to §§ C.R.S. 31-12-107(2) or 31-12-112(1) is not required; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to annex the Slate River Subdivision into the Town of Crested Butte.

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

**Section 1.**     **Annexation.** The Slate River Subdivision, described as follows and shown on the annexation map attached hereto as Exhibit A, is hereby annexed to and made part of the Town of Crested Butte:

A portion of a parcel of land known as Tract Q of Book 516 Page 474, Parcel 13 of Book 552 Page 63, Parcel 1 of Warranty Deed recorded at Reception No. 570819, Parcel 1 of Quitclaim Deed recorded at Reception No.570822, Parcel 1 of the Correction Warranty Deed recorded at Reception No.584439, Parcel 1 of the Special Warranty Deed recorded at Reception No.612899, and the Correction Deed recorded at Reception No.618498 all located in the SW 1/4 of Section 35, Township

13 South, Range 86 W of the Sixth PM, Gunnison County, Colorado being more particularly described as follows:

Beginning at a point on the westerly boundary of Trampe Parcel described in Book 516 Page 494 also being on the easterly right of way line of County Road 317 (Gothic Road) as recorded at Reception No. 00119 and being on the south line of the SW1/4 of said Section 35 from which the southwest Corner of said Section 35 bears N89°43'49"W a distance of 130.05 feet; thence S89°43'49"E a distance of 17.52 feet to a point on the westerly line of the Dyer Subdivision as recorded at Reception No.497990; thence along the westerly, northerly and easterly lines of said Dyer Subdivision the following six (6) courses:

- 1) N00°01'42"W a distance of 15.19 feet,
- 2) N89°58'18"E a distance of 495.36 feet,
- 3) N00°01'42"W a distance of 226.55 feet,
- 4) N61°00'00"E a distance of 620.66 feet,
- 5) S79°30'09"E a distance of 381.57 feet,
- 6) N61°00'00"E approximately 31.96 feet to the high water line of the Slate River; thence more or less along the wetland boundary on the southerly bank of the Slate River the following six (6) courses:

- 1) N66°34'01"W a distance of 53.68 feet,
- 2) N42°06'22"W a distance of 87.35 feet,
- 3) N52°37'46"W a distance of 40.69 feet,
- 4) N39°16'35"W a distance of 115.15 feet,
- 5) N32°48'09"W a distance of 178.03 feet,
- 6) N20°36'39"W a distance of 77.30' to a point on the northerly line of the Trampe Partition Parcel 13 and the southerly line of Spann Parcel 22 as described in Court Decree Amended Order of Partition as recorded in Book 552 at Page 63; thence along the northerly line of said Parcel 13 N90°00'00"W a distance of 547.26 feet to a point on the easterly right of way line of County Road 317 (Gothic Road); thence along said easterly right of way line as described in deeds recorded at Reception No.474960 and 474961 the following five (5) courses:

- 1) S46°12'21"W a distance of 116.48 feet,
- 2) S35°50'27"W a distance of 185.49 feet,
- 3) S35°50'28"W a distance of 88.19 feet,
- 4) S40°05'13"W a distance of 207.37 feet,
- 5) S39°55'42"W a distance of 238.91 feet; thence continuing along the easterly line of said right of way and westerly line of said Trampe Partition Parcel 13, 155.77 feet along the arc of a non-tangent curve to the left having a radius of 441.28 feet, a central angle of 20°13'30" and a long chord which bears S16°19'42"W a distance of 154.96 feet to a point which is common to the southwest corner of a parcel of land described in Book 518 at Page 403; thence S00°00'04"W continuing along the easterly right of way of said

County Road 317 as recorded at Reception No.00119 and in accordance with Court Decree (Judgment) recorded in Book 516 at Page 494, a distance of 117.72 feet to the Point of Beginning.

Said Parcel as described above contains 14.157 acres, more or less.

All bearings shown hereon are relative to a bearing of N89°43'49"W between a GLO brass cap dated 1939 found at the southwest corner of Section 35 and a 3 ¼ inch aluminum cap stamped 18480 and dated 1995 found at the south quarter corner of Section 35.

Also known as West Remainder Parcel, Aperture, according to the Plat thereof, recorded as Reception No. 648057 in the Gunnison County Clerk and Records office.

**Section 2.**     **Annexation Agreement.**

- 2.1     The Annexor and Town have agreed that the annexation of the Slate River Subdivision is subject to the conditions, covenants, and agreements set forth in the Annexation Agreement attached hereto as Exhibit B and incorporated herein by reference.
- 2.2     The Mayor is hereby authorized to execute the Annexation Agreement.

**Section 3.**     **Associated Agreements.** Annexor and the Town have entered into associated agreements pertaining to the Slate River Subdivision described on Exhibit C, Associated Agreements.

**Section 4.**     **Annexation Effective Date.** The annexation of the Slate River Subdivision shall be complete and effective upon the effective date of this Ordinance and compliance with the filing requirements in C.R.S. § 31-12-113.

**Section 5.**     **Effective Date of this Ordinance.** This Ordinance shall take effect thirty (30) days after publication.

**INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY OF MAY, 2020**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND HEARING THIS \_\_\_\_\_ DAY OF MAY, 2020**

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

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

# ANNEXATION MAP

WEST REMAINDER PARCEL, APERTURE SUBDIVISION,  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH,  
RANGE 86 WEST OF THE 6TH P.M.,  
COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 1 OF 1

TOTAL AREA = 616,663 SQ FT, OR 14.16 ACRES, MORE OR LESS

### Parcel Description

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

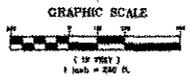
CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35 TO BEAR SOUTH 89°44'33" EAST, A DISTANCE OF 2830.61 FEET BEARING A FOUND OLD BRASS CAP ON IRON PIPE BENT OVER TOWARDS SOUTH WITH IRON NAIL ON NORTH SIDE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND A FOUND PIPE WITH 3 1/4" ALUMINUM CAP "IN PLACE" AT THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN WITH ALL BEARINGS CORRECTED HEREON RELATIVE TO MERIDIAN.

COMMENCING AT THE SAID SOUTHWEST CORNER OF SECTION 35, THENCE ALONG THE SAID SOUTH LINE OF SECTION 35, SOUTH 89°44'33" EAST, A DISTANCE OF 130.17 FEET TO THE SOUTHWEST CORNER OF SECTION 35, THENCE NORTH 02°58'50" EAST, A DISTANCE OF 117.71 FEET, THENCE 155.76 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 441.28 FEET, AND AN INTERIOR ANGLE OF 207°13'11", SUBTENDED BY A CHORD BEARING NORTH 17°10'37" EAST, A DISTANCE OF 104.88 FEET, THENCE NORTH 49°43'07" EAST, A DISTANCE OF 208.61 FEET, THENCE NORTH 41°40'00" EAST, A DISTANCE OF 201.97 FEET, THENCE NORTH 37°49'23" EAST, A DISTANCE OF 68.16 FEET, THENCE NORTH 31°48'28" EAST, A DISTANCE OF 180.48 FEET, THENCE NORTH 07°11'18" EAST, A DISTANCE OF 116.48 FEET, THENCE SOUTH 89°01'09" EAST, A DISTANCE OF 842.25 FEET, THENCE SOUTH 89°07'06" EAST, A DISTANCE OF 77.99 FEET, THENCE SOUTH 21°46'10" EAST, A DISTANCE OF 178.03 FEET, THENCE SOUTH 28°17'42" EAST, A DISTANCE OF 69.07 FEET, THENCE SOUTH 30°17'42" EAST, A DISTANCE OF 43.48 FEET, THENCE SOUTH 31°07'07" EAST, A DISTANCE OF 17.47 FEET, THENCE SOUTH 31°46'22" EAST, A DISTANCE OF 23.23 FEET, THENCE SOUTH 41°07'20" EAST, A DISTANCE OF 61.35 FEET, THENCE SOUTH 47°20'08" EAST, A DISTANCE OF 53.60 FEET TO A NORTH-EASTLY CORNER OF TRACT 1, OVER SUBDIVISION SOUTH ALONG THE NORTHERLY LINE OF SAID TRACT 1, SOUTH 41°05'58" WEST, A DISTANCE OF 31.35 FEET, THENCE NORTH 72°31'14" WEST, A DISTANCE OF 381.37 FEET, THENCE SOUTH 81°30'23" WEST, A DISTANCE OF 520.69 FEET, THENCE ALONG THE WEST LINE OF TRACT 1, OVER SUBDIVISION SOUTH 02°57'13" WEST, A DISTANCE OF 326.58 FEET, THENCE DEPARTING SAID WEST LINE NORTH 89°02'47" WEST, A DISTANCE OF 493.26 FEET, THENCE SOUTH 09°37'12" WEST, A DISTANCE OF 13.18 FEET, THENCE NORTH 89°14'13" WEST, A DISTANCE OF 11.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 616,663 SQ. FT. OR 14.16 ACRES, MORE OR LESS.

### Boundary Closure Report

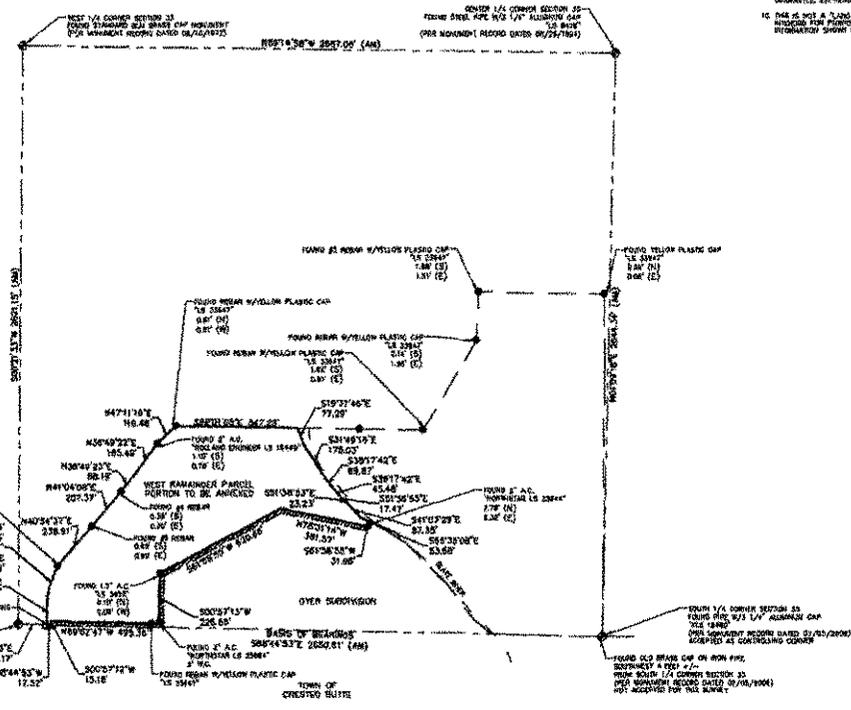
COURSE: N09°28'00"E	LENGTH: 117.71
LENGTH: 155.76	RADIUS: 441.28
DELTA: 02°57'31"	
CHORD: 134.84	COURSE: N17°10'37"E
COURSE: N49°43'07"E	LENGTH: 208.61
COURSE: N41°40'00"E	LENGTH: 201.97
COURSE: N37°49'23"E	LENGTH: 68.16
COURSE: N31°48'28"E	LENGTH: 180.48
COURSE: N07°11'18"E	LENGTH: 116.48
COURSE: S89°01'09"E	LENGTH: 842.25
COURSE: S89°07'06"E	LENGTH: 77.99
COURSE: S21°46'10"E	LENGTH: 178.03
COURSE: S28°17'42"E	LENGTH: 69.07
COURSE: S30°17'42"E	LENGTH: 43.48
COURSE: S31°46'22"E	LENGTH: 23.23
COURSE: S41°07'20"E	LENGTH: 61.35
COURSE: S47°20'08"E	LENGTH: 53.60
COURSE: S81°30'23"E	LENGTH: 520.69
COURSE: S02°57'13"W	LENGTH: 326.58
COURSE: S09°37'12"W	LENGTH: 493.26
COURSE: N89°14'13"W	LENGTH: 11.82
PERIMETER: 3698.2'	ARCH: 616663 SQ. FT.
ERROR CLOSURE: 0.04'	COURSE: S65°53'05"E
ERROR NORTH: 0.004'	EAST: 0.000'
PRECISION: 1:369735	



### Contiguity

TOTAL PERIMETER	3698.2'
1/4TH PERIMETER	924.55'
PERIMETER CONTIGUOUS TO TOWN LIMITS	1739.6'

- ### Legend
- ⊙ FOUND ALIQUOT MONUMENT AS DESCRIBED
  - FOUND MONUMENT AS DESCRIBED
  - (AM) AS BEARINGS AT TIME OF SURVEY
  - ▨ CURRENT LIMITS OF THE TOWN OF CRESTED BUTTE
  - NEW LIMITS OF THE TOWN OF CRESTED BUTTE



### Notes

1. THE ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT DUE DILIGENCE SURVEY AND WITH THE UNDERSTANDING THAT THE SURVEYOR HAS NOT CONDUCTED A DUE DILIGENCE SURVEY OF THE WILLINGNESS OF ALL OWNERS OF ADJACENT LAND TO BE ANNEXED TO THE TOWN OF CRESTED BUTTE. THE SURVEYOR HAS NOT CONDUCTED A DUE DILIGENCE SURVEY OF THE WILLINGNESS OF ALL OWNERS OF ADJACENT LAND TO BE ANNEXED TO THE TOWN OF CRESTED BUTTE. THE SURVEYOR HAS NOT CONDUCTED A DUE DILIGENCE SURVEY OF THE WILLINGNESS OF ALL OWNERS OF ADJACENT LAND TO BE ANNEXED TO THE TOWN OF CRESTED BUTTE.
2. ACCORDING TO COLORADO LAW, THIS ANNEXATION MAP IS VALID ONLY IF THE SURVEYOR HAS CONDUCTED A DUE DILIGENCE SURVEY OF THE WILLINGNESS OF ALL OWNERS OF ADJACENT LAND TO BE ANNEXED TO THE TOWN OF CRESTED BUTTE. THE SURVEYOR HAS NOT CONDUCTED A DUE DILIGENCE SURVEY OF THE WILLINGNESS OF ALL OWNERS OF ADJACENT LAND TO BE ANNEXED TO THE TOWN OF CRESTED BUTTE.
3. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
4. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
5. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
6. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
7. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
8. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
9. THE DISTANCE BEHIND MONUMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
10. THIS IS NOT A "LAND SURVEY" MAP OR "CONVEYANCE" MAP AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND OR GUARANTEE OF ANY KIND.

### Surveyor's Certificate

I, JOHN B. GUYTON, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF PLATINGS, INC. THAT THIS ANNEXATION MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON APRIL 28, 2019 AND THAT AT LEAST 1/4TH OF THE TOTAL PERIMETER OF THAT LAND TO BE ANNEXED IS CONSIGNUOUS TO THE EXISTING TOWN OF CRESTED BUTTE LIMITS.

JOHN B. GUYTON, COLORADO P.L.S. #18048  
GUYTON & CO., PLATTING, INC.

# DRAFT

WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE.

ANNEXATION MAP

Plattings, Inc.  
Surveying, Mapping & Consulting  
www.plattingsinc.com

DRAFT  
NOT FOR CONSTRUCTION

JOB NUMBER: 11-10-453  
DATE: 11-09-2019  
DRAWN BY: M. PEREIRA  
CHECKED BY: JBT  
SHEET 1 OF 1

**DRAFT**  
**Slate River Annexation Ordinance**  
**Exhibit B**

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

Town of Crested Butte  
 Attn: Town Clerk  
 P.O. Box 39  
 Crested Butte, CO 81224

**ANNEXATION AGREEMENT**

THIS Annexation Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ 2020 (the "Effective Date"), by and between the Town of Crested Butte, Colorado (the "Town"), a Colorado home rule municipality and Cypress Foothills, LP ("Annexor"), a Texas limited partnership.

**RECITALS**

**WHEREAS**, Annexor previously platted certain property located in Gunnison County, Colorado (the "County") as the "Aperture Subdivision," and shown on the plat recorded in the Office of the Gunnison County Clerk and Recorder on August 1, 2017, at reception number 648057 pursuant to and in accordance with Board of County Commissioners of Gunnison County Resolution No. 17-25, which resolution is recorded at reception number 648056 in the Office of the Gunnison County Clerk and Recorder (the "County Approvals"); and

**WHEREAS**, the Aperture Subdivision consists of an "East Parcel" containing residential lots and common areas, which will remain in the County, and a West Parcel, which will be annexed to the Town. The "West Parcel" or "Annexation Parcel" is legally described in Ordinance No. 9, Series 2020, recorded on \_\_\_\_\_, 2020 at reception number \_\_\_\_\_ in Office of the Gunnison County Clerk and Recorder (the "Annexation Ordinance"), and shown on the Final Plat of the Slate River Major Subdivision, recorded on \_\_\_\_\_, 2020, at reception number \_\_\_\_\_ in the Office of the Gunnison County Clerk and Recorder, (the "Plat"). As shown on the Plat, the West Parcel includes the "Applicant Retained Lands" and "Town Parcel 1," "Town Parcel 2," "Town Parcel 3," "Town Parcel 4," "Town Parcel 5," "Town Parcel 6(a)," "Town Parcel 6(b)," "Town Parcel 7," "Town Parcel 8," and "Town Parcel 9," (each a "Town Parcel"; together collectively, the "Town Parcels"); and

**WHEREAS**, Annexor filed a petition with the Town dated February 26, 2019 to annex the West Parcel to the Town, and the Town accepted the petition as being in compliance with the Municipal Annexation Act and Crested Butte Municipal Code; and

**WHEREAS**, Cypress has implemented a voluntary cleanup plan ("VCUP") for certain parcels on the West Parcel and received a No Action Determination dated July 8, 2019 ("NAD")

from the Colorado Department of Public Health ("CDPHE") which imposed Environmental Covenants recorded in the real property records of the Office of the Gunnison County Clerk and Recorder at Reception Nos. 660859, 660860, and 660861, respectively; and

**WHEREAS**, the parties have executed the Pre-Annexation agreement recorded in the real property records of the Office of the Clerk and Recorder of the County at Reception No. 638399, the Amended Pre-Annexation Agreement recorded in the real property records of the Office of the Clerk and Recorder of the County at Reception No. 643828, and the Second Amendment to the Pre-Annexation Agreement recorded in the real property records of the Office of the Gunnison County Clerk and Recorder at Reception No. 656557 (collectively the "Pre-Annexation Agreements"); and

**WHEREAS**, the Pre-Annexation Agreements contain multiple provisions concerning the West Parcel, but also the East Parcel, access to it, its use, Town water and sewer service thereto, and other infrastructure supporting the same; and

**WHEREAS**, the parties desire to keep the Pre-Annexation Agreements in full force and effect, but to supersede and replace the Pre-Annexation Agreements to the extent the subject matter set forth herein is duplicative of the subject matter contained in the Pre-Annexation Agreements and to otherwise supplement and clarify the Pre-Annexation Agreements with this Agreement, especially as such Pre-Annexation Agreements pertain to the West Parcel; and

**WHEREAS**, the parties have entered into other agreements pertaining to the West Parcel, the Aperture Subdivision, and the East Parcel, which are set forth on Exhibit B to the Annexation Ordinance (the "Associated Agreements"); and

**WHEREAS**, the Town Council approved Resolution 11 Series 2020 finding that annexation of the West Parcel to the Town satisfies the criteria for annexation into the Town; such Resolution contemplates execution of this Agreement.

## **AGREEMENT**

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

### **A. GENERAL PROVISIONS**

1. **Relationship to Prior Pre-Annexation Agreements.** The intent of this Agreement is to supersede and replace the Pre-Annexation Agreements to the extent the subject matter set forth herein addresses the subject matter contained in the Pre-Annexation Agreements and to otherwise supplement and clarify the Pre-Annexation Agreements.

1.1 If there are relevant, applicable, and ongoing subject matters addressed in the Pre-Annexation Agreements that are not addressed by the subject matter set forth in this Agreement, the Pre-Annexation Agreements shall still control with respect to any such matters.

1.2 This Agreement does not terminate any rights and obligations of the Town or transferees of any title or interest in the East Parcel under the Pre-Annexation Agreements that were in effect at the time of transfer by Annexor of any title or interest in the East Parcel to such transferees, and the Town and such transferees shall continue to be bound and benefited by the Pre-Annexation Agreements to this extent.

1.3 In the event of any conflict between any terms in this Agreement and the Pre-Annexation Agreements, this Agreement shall control. Except for the Associated Agreements and those provisions of the Pre-Annexation Agreements that continue in effect under subsections A.1.1 and A.1.2 above, this Agreement represents all of the terms and conditions that will be imposed on the Annexor as a condition of annexation of the Annexation Parcel.

2. **Covenant Running with the Land.** The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Annexation Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Annexation Property and all successors in interest of the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

3. **Annexation Laws.** The annexation of the Annexation Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “Act”), the Municipal Code and all applicable laws. Annexor agrees that it will not withdraw the annexation petition.

4. **Annexation Effective.** The Town shall not record this Agreement, or record or file the Annexation Ordinance, and the annexation map until sixty (60) days after the passage of the Ordinance on the second reading by the Town Council.

## B. ANNEXATION PARCEL AND BOATER ACCESS EASEMENT AGREEMENT

### 1. **Annexation Parcel Terms and Conditions.**

1.1 **Applicant Retained Land.** Annexor shall retain the Applicant Retained Lands, which shall be divided into six residential lots as shown on the Final Plan. Road B shall serve the Applicant Retained Lands and shall have public access. Snow removal and maintenance of Road B shall be the responsibility of the Annexor. Annexor shall dedicate the easements shown on the Plat for access and for the water and sewer infrastructure to be located on the Applicant Retained Lands. The six residential lots located on the Applicant Retained Lands are subject to the Declaration of Protective Covenants for the Slate River Subdivision recorded [REDACTED], 2020, at reception number [REDACTED], in the Office of the Gunnison County Clerk and Recorder. The Town and Annexor have entered into a Subdivision Improvements Agreement recorded [REDACTED], 2020 at reception number [REDACTED] concerning the construction of the infrastructure necessary to serve the residential lots located on the Applicant Retained Lands.

**1.2 Deed of Conveyance.** Concurrent with the final annexation of the Annexation Parcel, Annexor shall convey the Town Parcels by quitclaim deed, substantially in the form attached hereto as **Exhibit A** (the “Deed of Conveyance”).

**1.3 Compliance with Environmental Covenants and No Action Determination; Enforcement.** In addition to all restrictive covenants and obligations required by the Deed of Conveyance, the Town shall abide by the Environmental Covenants and refrain from any uses of the Town Parcels that may disturb the cap constructed as part of the VCUP cleanup, except as provided in subsection B.1.4 of this Agreement. The Town shall also abide by any other controls and conditions contained in the No Action Determination dated July 8, 2019. Annexor shall have the right to enforce, through injunctive relief, the terms of this Agreement, the Environmental Covenants, and the controls and conditions contained in the July 8, 2019 No Action Determination. Except as provided in subsection B.1.4 of this Agreement, the Town must obtain Annexor’s written consent to any amendment or modification to the terms of this Agreement, the Environmental Covenants, or the controls and conditions contained in the July 8, 2019 No Action Determination (“NAD”).

**1.4 Town Parcel 5 Voluntary Clean-up Plan.** If the Town desires to use Town Parcel 5 for affordable housing, the Town may apply to CDPHE for approval of another Voluntary Cleanup Plan to develop Affordable Housing on Town Parcel 5 which Voluntary Cleanup Plan shall not cause any interference with the NAD as it relates to the other Town Parcels.

**1.5 Release and Covenant Not to Sue.** The Town hereby releases Annexor, its partners, affiliates, lenders, agents, employees, and all predecessor owners of the Town Parcels (the “Released Parties”) in connection with the transfer of the Town Parcels to the Town, including all portions of the Old Town Landfill located on Town Parcel 2, Town Parcel 3, Town Parcel 4, and Town Parcel 5. This release of the Released Parties includes a release of all claims whatsoever, and the Town covenants not to sue any of the Released Parties with respect to any site conditions or any responsibilities or liabilities, including without limitations any environmental liabilities related to the Town Parcels. The Town shall record against Town Parcel 2, Town Parcel 3, Town Parcel 4, and Town Parcel 5, a notice, confirmation and a release and covenant not to sue the Released Parties, which shall be a condition of any transfer to any future purchaser of any portion of Town Parcel 2, Town Parcel 3, Town Parcel 4, or Town Parcel 5, and to which any future purchaser of any portion of such Town Parcels must agree.

**1.6 Compensation for Town Parcel 3.** Upon conveyance, Town shall transfer to Annexor funds in the amount of \$350,000.00.

**1.7 Representations and Warranties.** Annexor represents and warrants that it has provided to the Town all record and off record information within its possession regarding the Town Parcels, including, without limitation, any and all environmental reports, tests and studies thereof.

## **2.0 Boater Access Easement Agreement.**

**2.1 Boater Access Easement Agreement.** Annexor and the Town shall enter into a “Boater Access Easement Agreement” substantially in the form set forth in **Exhibit B**, concurrently with the annexation and conveyance of the Town Parcels, memorializing the terms and conditions for boater use of the Slate River as it flows through the East Parcel.

## C. OTHER TERMS AND CONDITIONS

**1.0 Modification of County Approvals.** Annexor shall not seek to revise or otherwise modify the County Approvals without prior written approval of the Town.

**2.0 River Trail.** Annexor shall complete installation of the River Trail and landscape improvements pursuant to the Development Improvements Agreement recorded on August 31, 2017, at reception number 648730, Landscape Maintenance, License, and Easement Agreement recorded November 9, 2018 at reception number 657206, and the First Amendment thereto, recorded \_\_\_\_\_, 2020, at reception number \_\_\_\_\_.

**3.0 Connection of Adjacent Parcels to Water or Sewer.** On the written request of the Town, Annexor shall permit and shall not unreasonably condition or delay an adjacent property owner’s request to connect to the Town’s water or sewer system through the East Parcel and the Applicant Retained Lands; provided that any such connection shall not result in an increase in cost or expense to Annexor, such costs and expenses shall be borne exclusively by such adjacent property owner benefiting from such connection, for a period of twenty-five (25) years from the execution of this Agreement, such adjacent property owner shall be responsible for a proportionate share of all costs Annexor incurred in extending the Town’s water and sewer system to the East Parcel or the Applicant Retained Lands, as applicable, with additional terms, conditions, setbacks, and easements as appropriate for such future connections to be negotiated between Annexor and such third parties. Such terms and conditions shall include compliance with all applicable Town requirements, including, without limitation, §13-1-280 of the Code and the Town Specifications, as amended and modified from time to time. For purposes of this subsection C.3.0, a “proportionate share of all costs Annexor incurred in extending the Town’s water and sewer system to the East Parcel or the Applicant Retained Lands” shall mean the percentage of such costs [redacted] determined by using a ratio, the numerator of which is the number of units being developed by the adjacent property owner, and the denominator of which is the number of units being developed by the adjacent property owner plus the number of units on the property through which the water and sewer connection is being made, either the East Parcel (23 units) or the Applicant Retained Lands (6 units), as applicable.

**4.0 Road Maintenance and Snow Plowing.** All road and related infrastructure maintenance and snow plowing on the East Parcel shall be the sole responsibility of Annexor at its cost and expense. Annexor agrees not to erect a gate or fence across Pyramid Avenue at the boundary between the West Parcel and the East Parcel; however, all roads and other property on the East Parcel, including the bridge over Pyramid Avenue, are private. All roads on the West Parcel shall be public, and in addition, the Town hereby conveys a right of way along Pyramid Avenue through the West Parcel for the benefit of all property owners on the East Parcel, which shall be shown on the Plat. Annexor, its successors or assigns shall be responsible for all other road and utility infrastructure maintenance and snow plowing on the West Parcel, at its sole cost

and expense, until the completion, acceptance, and dedication of such infrastructure. Thereafter, Annexor its successor or assigns shall be responsible for snow removal along all roads in the property East of the intersection of 8<sup>th</sup> Street and Pyramid Avenue.

**5.0 Odor Control and Bus Barn Lighting.** Annexor reserves the right, in its sole discretion, and at its sole expense, to require that the Town install odor controls on the wastewater treatment plant, as contemplated by the Public Works Facility Master Plan prepared by JVA, Incorporated, or as otherwise agreed to by the parties. Such odor control mitigation work shall be performed by the Town and/or its contractors. Subject to the prior approval of the Town Manager, Cypress may modify the light fixture on the side of the bus barn to minimize spill over onto Applicant Retained Lands.

**6.0 Signage, Fencing, Landscape Buffering.** Temporary marketing signs currently located on Town Parcel 2 are allowed to remain in their current condition and configuration for three (3) years after the effective date of the Annexation. Cypress shall have the right to repair and maintain these signs during this time period. Directions to the Aperture Subdivision shall be included on Town way finding signs at the corner of Gothic Road and Pyramid Avenue. Cypress or the Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (“Aperture HOA”) shall have the right to install fencing and signage between Town Parcel 6(b) and Town Parcel 6(a) preventing public access to Town Parcel 6(a). The signage will indicate that the property behind the sign (Town Parcel 6(a)) contains “wetlands” or “sensitive habitat” and that there is “no public access.” Cypress or the Aperture HOA shall also have the right to install fencing and signage on Town Parcel 6(b) directly below the north side of the Pyramid Avenue Bridge across the Slate River that precludes public access underneath the bridge. Accompanying signage will indicate that there is “no public access” underneath the bridge. Finally, Cypress or the Aperture HOA shall have the right to install fencing or signage on Town Parcel 9 and Town property adjacent thereto that limits public access on Town Parcel 9 and the adjacent Town property to the River Trail itself, and which effectively precludes public access to the Slate River from Town Parcel 9 and the adjacent Town property. The fencing authorized by this subsection C.5.0 shall be similar to the wildlife friendly fencing along the Rec Path used to separate the Rec Path from adjacent private property. Such signage will indicate that the property behind the signs contains “wetlands” or “sensitive habitat” and that there is “no public access” to the Slate River at that location. The Town and Annexor shall cooperate with respect to the placement of Annexor's signage at any other agreed upon locations on the West parcels. Annexor or the Aperture HOA shall have the right to erect and maintain a permanent “entry feature” sign on the bridge, or immediately adjacent to the bridge in accordance with any applicable Gunnison County requirements. The Town shall cooperate with Applicant to ensure appropriate buffering between development of the East Parcel and Applicant Retained Lands, on the one hand, and the Town Parcels and any Town properties, on the other hand. Development of the Town Parcels shall not compete from a market perspective with Applicant’s residential development on the East Parcel and the Applicant Retained Lands. The Town shall reasonably permit the installation of buffers and other mitigation measures at Annexor’s expense on the West Parcel on adjacent Town property, or as otherwise agreed to by the parties.

## **D. MISCELLANEOUS**

**1.0 Costs and Expenses.** Each party shall be responsible for its own costs, fees, and expenses in preparing and entering into this Agreement and with respect to the annexation process in general, including but not limited to its implementation and the construction of the infrastructure and improvements on the West Parcel subject to the Subdivision Improvement Agreement for the Slate River Subdivision.

**2.0 Compliance with Law.** When fulfilling its obligations under this Agreement, Annexor shall comply with all relevant laws, ordinances and regulations in effect as of the Effective Date. In addition, Annexor shall be subject to all laws, ordinances and regulations of general applicability that become effective after the Effective Date.

**3.0 Preservation of Governmental Powers.** Nothing in this Agreement constitutes a limitation on or waiver of the Town's legislative powers; its review, approval, or permit authority; or a predetermination of any action taken hereafter by the Town.

**4.0 TABOR; Colorado Constitution, Article X, Section 20.** Notwithstanding any other provision in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). (a) The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. (b) It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties’ current fiscal period ending upon the next succeeding December 31. (c) Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law. (d) Nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds or moneys of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year. (e) The Town’s obligation to pay \$350,000 to Annexor in exchange for the conveyance of Town Parcel 3 is subject to annual renewal and such obligation to pay shall be terminated upon the occurrence of an event of non-appropriation and, in such event, (i) The Town shall not be obligated to pay \$350,000 for the conveyance of Town Parcel 3, and (ii) Annexor shall not be obligated to convey Town Parcel 3.

**5.0 Court Action.** In the event that the annexation of the Annexation Parcel or any portion thereof is voided by final action of any court, such action not being associated with a referendum or initiative action, the Town and Annexor shall cooperate to cure the legal defect which resulted in disconnection of the Annexation Property. All provisions of the Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the challenge. Annexor shall reapply for annexation as and when the Annexation Property becomes eligible for annexation.

**6.0 Severability.** If any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid.

**7.0 Modification.** This Agreement shall not be amended or modified, except by subsequent written agreement of the parties approved by an ordinance of the Town Council.

**8.0 Notices.** Any notice or other information required by this Agreement to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP  
 Attention: Cameron Aderhold  
 8144 Walnut Hill Lane, Suite 1200  
 Dallas, Texas 75231  
 Facsimile: 214-283-1600  
[cameron.aderhold@cypressequities.com](mailto:cameron.aderhold@cypressequities.com)

with a copy to:

Cypress Foothills, LP  
 Attention: Brian Parro  
 814 Walnut Hill Lane, Suite 1200  
 Dallas, Texas 75231  
 Facsimile: 214-283-1600  
[brian.parro@cypressequities.com](mailto:brian.parro@cypressequities.com)

with a copy to:

Law of the Rockies  
 Attention: Marcus J. Lock  
 525 North Main Street  
 Gunnison, Colorado 81230  
 Facsimile: 970-641-1943  
[mlock@lawoftherockies.com](mailto:mlock@lawoftherockies.com)

Town of Crested Butte  
 Attention: Dara MacDonald  
 507 Maroon Avenue  
 P.O. Box 39  
 Crested Butte, Colorado 81224  
 Facsimile: 970-349-6626  
[myerman@crestedbutte-co.gov](mailto:myerman@crestedbutte-co.gov)

with a copy to:

Town Attorney  
 Sullivan Green Seavy LLC  
 Barbara J. B. Green or John Sullivan

3223 Arapahoe Ave., Suite 300  
Boulder, Colorado 80303  
barbara@sullivangreenseavy.com or john@sullivangreenseavy.com

Notice shall be effective when actually received by the party intended to be notified.

**9.0 Governing Law; Venue.** This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

**10.0 Recording; Agreement Runs with the Town Parcels and the Applicant Retained Lands; Binding on Successors and Assigns.** Upon execution, Annexor shall record this Agreement in the Office of the Gunnison County Clerk and Recorder. The benefits and burdens of this Agreement shall run with the Applicant Retained Lands and the West Parcel and shall be binding on the parties' successors and assigns. For purposes of clarity, references to "Annexor" herein shall apply to Annexor, its successors or assigns, as applicable. In the event Annexor no longer owns any real property interest within the West Parcel, unless otherwise provided herein, this agreement shall, at that point, be exclusively between the Town and Annexor's successors or assigns, as applicable, and the Town shall no longer have any recourse against Annexor.

**11.0 Waiver of Defects.** In executing this Agreement, the parties waive all objections they may have over defects, if any, in the form of this Agreement, the formalities for execution, or concerning the power of the Town to impose the conditions on Annexor as set forth herein, or over the procedure, substance or form of the resolutions adopting this Agreement.

**12.0 Cooperation; Other Documentation; Instruments.** The parties shall reasonably cooperate with each other in order to effect the transactions contemplated in this Agreement. The parties shall give, enter into, execute, and approve such additional agreements, corporate approvals and instruments as are necessary and appropriate to effect such transactions.

**13.0 Enforcement.** The parties, their assigns or successors in interest, in whole or in part, to this Agreement recognize and agree that the damages flowing from any violation of this Agreement are irreparable, and there may be no adequate remedy at law for such violations. Accordingly, in addition to any other rights that may be available to them in law or equity, each party has the right to specifically enforce this Agreement against the other party, their assigns or successors in interest, in whole or in part, by seeking injunctive relief in the District Court in and for Gunnison County, Colorado. All remedies are cumulative and may be applied concurrently.

**14.0 Attorneys' Fees; Costs.** Should this Agreement become the subject of a dispute between the Town and Applicant, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.

**15.0 No Third Party Beneficiary.** The parties intend no third party beneficiaries to this Agreement, and none shall be permitted hereunder.

**16.0 Electronic Reproductions; Counterparts.** For purposes of enforcement of terms of this Agreement, electronic reproductions of this Agreement shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

WHEREFORE, the parties hereto have executed and entered into this Agreement by their duly authorized officers on the date first written above.

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

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

(SEAL)

CYPRESS FOOTHILLS, LP

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

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK  
INTENTIONALLY][EXHIBIT A]**

DEED OF CONVEYANCE OF TOWN PARCELS

**QUITCLAIM DEED**

Cypress Foothills, LP, a Texas limited partnership, for good and valuable consideration of \$10.00, in hand paid, hereby sells and quitclaims to Town of Crested Butte, Colorado, a

Colorado home rule municipality, whose address is Post Office Box 39, Crested Butte, CO 81224, the following real property in the County of Gunnison and State of Colorado, to wit:

Town Parcels 1 through 9 (collectively, the “Town Parcels”) as shown on the Final Plat of the Slate River Major Subdivision, recorded on \_\_\_\_\_, 2020, at reception number \_\_\_\_\_, in the office of the Gunnison County Clerk and Recorder (the “Plat”);

EXCEPTING, however, from Town Parcel 6(b) and Town Parcel 9 any portion of the Pyramid Avenue bridge and improvements related thereto, including but not limited to the bridge abutment, located on said property, and further RESERVING unto Grantor, its successors, and assigns, a perpetual easement for access to such improvements and for the operation, modification, and maintenance of the same; and

RESERVING further unto Grantor, its successors, and assigns, a perpetual easement across Town Parcel 6(a) to store snow and for access to the Pyramid Avenue bridge and improvements related thereto, including but not limited to the bridge abutment, located on Town Parcel 6(b), for the purpose of operating, modifying, or maintaining such bridge and improvements; and

RESERVING further unto Grantor, for itself, and on behalf of the Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (“Aperture HOA”), the right to install fencing and signage between Town Parcel 6(b) and Town Parcel 6(a) preventing public access to Town Parcel 6(a). The signage will indicate that the property behind the sign (Town Parcel 6(a)) contains “wetlands” or “sensitive habitat” and that there is “no public access.” Cypress or the Aperture HOA shall also have the right to install fencing and signage on Town Parcel 6(b) directly below the north side of the Pyramid Avenue Bridge across the Slate River that precludes public access underneath the bridge. Accompanying signage will indicate that there is “no public access” underneath the bridge. Such fencing shall be similar to fencing along the Rec Path used to separate the Rec Path from adjacent private property; and

SUBJECT TO the deed restrictions and covenants as are set forth in **Exhibit A**, which is attached hereto and incorporated herein, with all appurtenances, as is, where is, without any warranties or representations as to the physical or environmental conditions thereof or any other matter related thereto whatsoever and, specifically, but without limitation, subject to those items identified on **Exhibit B**, which is attached hereto and incorporated herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CYPRESS FOOTHILLS, LP,

a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,  
a Delaware limited liability company, its General Partner

By: \_\_\_\_\_  
Brian Parro, its Vice President

STATE OF TEXAS            )  
  )ss.  
COUNTY OF DALLAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Brian Parro, as Vice President of Cypress Foothills GP, LLC, which is the General Partner of Cypress Foothills, LP.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

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

[EXHIBIT B]  
BOATER ACCESS EASEMENT AGREEMENT

**Slate River Annexation Ordinance  
EXHIBIT C**

**Associated Agreements Between the Town of Crested Butte and Cypress Foothills, LP  
and Other Documents Related Thereto**

1. Pre-annexation agreement recorded March 14, 2016 at reception number 638399, [link](#) amendment to pre-annexation agreement recorded December 13, 2016 at reception number 643828, and second amendment to pre-annexation agreement, recorded October 10, 2018 at reception number 656557.
2. Aperture Plat, recorded August 1, 2017, at reception number 648057.
3. Declaration of Protective Covenants, Aperture recorded August 1, 2017 at reception number 648055, and the First Amendment thereto recorded January 22, 2019, at reception number 658376.
4. Water and Sewer Easement Agreement recorded August 31, 2017, at reception number 648729.
5. Development Improvements Agreement recorded on August 31, 2017, at reception number 648730.
6. Declaration of Covenant recorded September 19, 2017, at reception number 649112.
7. Water and Sewer Service Agreement recorded September 25, 2017, at reception number 649234.
8. Landscape Maintenance, License, and Easement Agreement recorded November 9, 2018 at reception number 657206, and the First Amendment thereto, recorded \_\_\_\_\_, 2020, at reception number \_\_\_\_\_.
9. Easement Agreement for Cemetery Water Line, recorded November 9, 2018 at reception number 657207.
10. Environmental Covenants for TP2, TP3, and TP4 recorded July 3, 2019, at reception numbers 660859, 660860, and 660861.
11. No Action Determination dated July 8, 2019.
12. Boater Access Easement Agreement recorded \_\_\_\_\_, 2020, at reception number \_\_\_\_\_.

## Annexation Agreement, Exhibit B

### BOATER ACCESS EASEMENT AGREEMENT

This Boater Access Easement Agreement (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between the TOWN OF CRESTED BUTTE, COLORADO (the “Town”), a Colorado home rule municipality, on the one hand, and CYPRESS FOOTHILLS, LP (“Cypress”), a Texas limited partnership, and the Aperture Homeowners Association, Inc., a Colorado nonprofit corporation (“Aperture HOA” and together with Cypress herein “Owners”), on the other hand. The Town and Owners are sometimes referred to herein as a “Party” or collectively as the “Parties.”

#### **I. Recitals**

- A. Cypress subdivided certain real property located along the Slate River in Gunnison County, Colorado resulting in Plat of Aperture, recorded on August 1, 2017, at reception number 648057 in the Office of the Gunnison County Clerk and Recorder (the “Plat”).
- B. The “East Parcel” of the Plat consists of residential lots, a lot owned by the Aperture HOA, and open space. The Aperture HOA owns the Open Space areas shown on the Plat, including “Open Space 1,” which includes the Slate River corridor.
- C. Open Space 1 is referred to herein as the “Property.”
- D. The West Remainder Parcel, as shown on the Plat, has been annexed into the Town. Cypress retained ownership of the “Applicant Retained Land” and conveyed to the Town the “Town Parcels,” all as shown on the Final Plat of the Slate River Major Subdivision, recorded \_\_\_\_\_, 2020, at reception number \_\_\_\_\_ in the Office of the Gunnison County Clerk and Recorder. The Town Parcels include “Town Parcel 6(b).”
- E. There will be a “Boat Launch” located on Town Parcel 6(b) that will provide the exclusive access to the Easement Location as defined more specifically below. Restrictions on the uses of Town Parcel 6(b) will be contained in the instrument conveying the Boat Launch from Cypress to the Town. Accordingly, this Agreement only pertains to the Easement Location, as defined more specifically below.
- F. Cypress and the Town have entered into a “Pre-Annexation Agreement” recorded at reception number 638399 and two amendments thereto recorded respectively at reception numbers 643828 and 656557 (collectively the “Pre-Annexation Agreement”).
- G. Cypress and the Town have also entered into an “Annexation Agreement” recorded \_\_\_\_\_, 2020, at reception number \_\_\_\_\_ in the Office of the Gunnison County Clerk and Recorder.
- H. Section 6.4.1.6. of the Pre-Annexation Agreement and subsection B.2.1 of the Annexation Agreement provide that Cypress and the Town shall enter into a “Boater Access Easement Agreement” in order to allow public use of the surface

of the Slate River as it flows through the Easement Location, as defined more specifically below. The obligation to enter into the Boater Access Easement Agreement is also binding on the Aperture HOA, as Cypress's successor.

- I. This Agreement constitutes the Boater Access Easement Agreement contemplated by the Pre-Annexation Agreement and the Annexation Agreement.
- J. The effect of this Agreement is to make the Easement Location as defined more specifically below, available, in accordance with the terms and conditions contained herein, free of charge to the Town of Crested Butte, Colorado, and any individuals the Town authorizes to use the Easement for the recreational purposes set forth herein consistent and in accordance with C.R.S. § 33-41-101, *et seq.*

## II. Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing recitals, which are incorporated herein by this reference, the Town and Owners agree as follows:

1. Grant of Easement. Owners hereby convey to the Town a non-exclusive easement over and across the location shown on **Exhibit A** (the "Easement Location") for the purpose of providing recreational use along the surface of the Slate River as it flows through the Property (the "Easement"). For purposes of clarification, and as shown on **Exhibit A**, the Easement Location does not include any portion of the east bank of the Slate River, the west bank of the Slate River south of the Pyramid Avenue bridge across the Slate River, or the bed of the Slate River. Nor does it include any portion of the Pyramid Avenue bridge across the Slate River. The scope of this Agreement does not include, and this Agreement does not address, access to the Easement Location. Nothing in this Agreement is intended to provide a right of access to the Easement Location, and nothing in this Agreement is or shall be construed as promoting, facilitating, authorizing, or aiding and abetting access to the Easement Location from public or private property, including but not limited to Owners' private property and the private property of third parties. Cypress or the Aperture HOA shall have the right to construct a fence along the River Trail adjacent to the west bank of the Slate River similar to fencing along other sections of the Rec Path used to separate the Rec Path from adjacent private property.
2. Use of the Easement. Use of the Easement shall be subject to the following conditions:
  - a. Commercial use of the Easement for revenue is not permitted.
  - b. The Town and Owners shall develop signage to prevent trespassing by users of the Easement on Owners' private property. The type and location of such signage shall be approved by the Town and Owners, shall be consistent with this Agreement, and shall, to the extent possible, be consistent with signage posted upstream and downstream from the Easement. The Town shall be responsible for the installation of signage and cost thereof of on Town Parcel 6(b). Owners shall be responsible for the installation of signage and the cost thereof on Open Space Parcel 1 or elsewhere on the East Parcel.

- c. Boats within the Easement Location shall be limited to non-motorized, hand-carried watercraft such as paddle boards, kayaks, canoes, small non-commercial rafts, inner tubes, and the like.
  - d. The Easement shall not be used when the water level in the Slate River is so low that the river cannot be floated without touching the bed or banks of the river as it passes through the Easement Location.
  - e. The Town shall continue to participate in educational efforts by the Slate River Working Group to ensure that potential users of the Easement are aware of the proper uses of the Slate River, the scope of this Agreement, as well as those uses that are prohibited altogether.
  - f. No fishing from any location outside of the Easement Location into Easement Location.
  - g. No stopping, anchoring intentional slowing, or exiting watercraft is permitted at any location within the Easement Location. This Agreement does not give any person any right to touch the bed or banks of the Slate River.
  - h. Dogs and other domestic animals are not permitted within the Easement Location.
  - i. The Easement may be used only between sunrise and sunset.
  - j. No excessive noise, amplified noise, or speakers shall be permitted within the Easement Location. Those using the Easement shall be quiet within the Easement Location and respectful to the owners and users of the adjacent private property.
  - k. Any use of Owners' property, the Easement, or Easement Location inconsistent with this Agreement constitutes trespassing, except that floating the Slate River consistent with this Agreement shall not constitute trespassing.
3. Parties Right to Enforce Against Third Parties; But No Obligation. Each Party has the right, but not the obligation, to enforce, through any means available in law or equity, the terms, conditions, and restrictions in this Agreement, including but not limited to those terms, conditions, and restrictions set forth in paragraph two above, against any third party purporting to use the Easement and Easement Location pursuant to this Agreement. In addition, Owners hereby expressly reserve the right to pursue any and all remedies available in law or equity against any person accessing or using Owners' property, the Easement, or the Easement Location in a manner that is inconsistent with this Agreement.
4. Liability and Restoration Obligation. Consistent with paragraph 3 above, any person the using the Easement is liable for any damage to Owners' private property or any other private property caused by such person's use of the Easement, including but not limited to any damage to any water feature, diversion, storage, conveyance, or measuring structure or device, fences, bridges, fish, fishing improvement, fish habitat structure, or other improvement. In the event that any person using the Easement causes damage to Owners' real or personal property, or any other person's real or personal property, such person shall be obligated to restore the damaged property to the same condition it was in prior to such damage, or if such restoration is not possible, the such person shall replace the damaged property.
5. Fishing Improvements; No Floating Obstructions. Nothing in this Agreement shall prohibit Owners, their successors, or assigns from making natural or artificial

improvements to fish habitat in accordance with applicable law or otherwise making diversions or appropriations of water, diversion structures, or any other improvements, alterations, fencing, or other modifications to any portion of Owners' property in accordance with applicable law, as long as such improvements, alterations, fencing, or other modifications do not obstruct floating on the Slate River, and such improvements do not adversely affect the Town's water rights in the Slate River, or the Town's rights and interests in its real property located adjacent to the west bank of the Slate River that Cypress conveys to the Town; provided however that nothing shall prevent Owners from installing reasonable "floater friendly" fencing on their property, across the Slate River or elsewhere, to control cattle, enhance privacy, or for other purposes.

6. *No Interest in Land or Access to Other Private Property; No Waiver of Other Rights.* The Parties are voluntarily agreeing to the river access and use authorized by this Agreement. Accordingly, the Town, together with any person it authorizes to use the Easement, shall not make a claim at any time to any interest or estate of any kind or extent in the Property except as set forth in this Agreement. This Agreement is not intended to authorize, and does not authorize, the Town, or any person the Town authorizes to use the Easement, to enter any other private property, and by entering into this Agreement, Owners are not approving, agreeing to, or acquiescing in, the use of private property owned by third parties. The Parties acknowledge and agree that nothing in this Agreement shall preclude any Party from pursuing any right or remedy such Party may have against any person engaging in conduct outside the scope of the uses and activities permitted by this Agreement.
  
7. *Notice of Terms and Conditions.* The Town shall exercise reasonable means to ensure that any person it allows to use the Easement is provided with notice of the terms and conditions contained in this Agreement, including but not limited to posting this agreement on the Town's website and posting a sign containing the rules and regulations for the use of the Easement contained herein at the Boat Launch. This sign will also state the same information as other signs the Town has placed along the Slate River informing river users of potentially dangerous conditions and proper floating etiquette. The Town acknowledges that it is familiar with the Property and the Easement Location, including the Slate River as it flows through the Property. The Town is entering into this Agreement with full knowledge of the dangers, risks, and hazards associated with the use of rivers in general and in particular with the use of the Slate River as it flows through the Property, and the Town agrees to inform users of the Easement and the Slate River of the dangers, risks, and hazards associated with the use of the Slate River and of rivers in general, and in particular with the use of the Slate River as it flows through the Property.
  
8. *Indemnification and Enforcement.* Owners and the Town agree that the intent of this Agreement is to provide to Owners and the Town, their successors, and assigns, the protection afforded by C.R.S. § 33-41-103. Owners and the Town do not: (a) extend any assurance that the Easement Location is safe for any purpose; (b) confer upon any person using the Easement Location the legal status of an invitee or licensee to whom a duty of care is owed; or (c) assume responsibility or incur liability for any injury to person or property or for the death of any person caused by an act or omission of such person.

Owners assume no liability for the safety and welfare of anyone on the Property at any time. The Easement granted herein is granted solely to the Town of Crested Butte, Colorado. The Town may allow, in its discretion, anyone or no one to use the Easement.

By using the Easement, the Town is agreeing, to the extent permitted by law, to indemnify, defend and hold harmless Owners, the owners of lots within the Aperture subdivision, as well as their agents and employees from and against any and all claims, suits, actions, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and expenses of litigation as such fees, costs, and expenses are incurred) for bodily injury, death, or damage to persons or property to the extent arising out of the act or omission of the Town, its, officers or employees, in the Town's use of Easement and Easement Location.

By using the Easement, a person (other than the Town) is agreeing to indemnify, defend and hold harmless Owners, the owners of lots within the Aperture subdivision, as well as their agents and employees from and against any and all claims, deaths, injuries, damages, losses, suits, actions, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and expenses of litigation as such fees, costs, and expenses are incurred) arising out of or in connection with such person's use of the Easement and Easement Location. The Town, for itself, and any person it allows to use the Easement, agrees to use the Property as permitted herein at its own risk, and releases Owners, their agents, employees, successors, and assigns, from any claims for any accident, injury, illness, or damage to the fullest extent permitted by law.

9. Insurance. For the duration of this Agreement, the Town agrees to maintain comprehensive general liability insurance that provides coverage for any claims arising from the use of the Easement and any and all activities within the Easement Location, including but not limited to any injury to or death of any person, or damage to the Property or other private property resulting from any use of the Easement. The amount of such coverage shall be at least equal to the limits of recovery set forth in C.R.S. § 24-10-114 and shall name Owners and the owners of lots within the Aperture subdivision as additional insureds. Each year this Agreement is in effect, and prior to January 31<sup>st</sup>, the Town shall furnish to Owners, their successors, or assigns as applicable, a certificate of insurance verifying and confirming that such insurance is in full force and effect and will remain in full force and effect throughout the year, that such insurance covers all use of the Easement and all activities within the Easement Location, and that Owners and the owners of lots within the Aperture subdivision are named as an additional insured on such policy.
10. Subsequent Restrictions. In the event the Town subsequently imposes or agrees to more restrictive terms and conditions on the public's use of the Slate River, such subsequent, more restrictive terms and conditions shall apply to the use of the Easement and the Easement Location.

11. Remedies. In the event of a breach of this Agreement, the non-breaching party shall have all rights and remedies available at law and in equity, including but not limited to the recovery of damages and/or the right to specifically enforce this Agreement.
12. Privileges and Permission Not Exclusive. The privileges and permission granted to the Town in this Agreement are not exclusive, and Owners reserve the right at any time to grant to others the same or similar permissions or privileges.
13. Governmental Immunity and Colorado Recreational Use Act. In entering into this Agreement, the parties intend to maximize to the extent permitted under the law the protections afforded to the parties by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, and the Colorado Recreational Use Statute, C.R.S. § 33-41-101 *et seq.*, as from time to time amended.
14. No Third-Party Beneficiaries. The Easement granted herein is granted to the Town and is not granted to the public at large. There are no direct intended third-party beneficiaries of this Agreement that are entitled to enforce the terms hereof. Members of the public are not granted any rights under this Agreement. Members of the public may be permitted to use the Easement by the Town pursuant to the terms of this Agreement, but no charge may be required by the members of the public. Accordingly, the purpose of this Agreement is to indirectly permit, without charge, the use of the Easement by the public within the meaning of C.R.S. § 33-41-103(1).
15. Duration. The Easement shall be perpetual in duration.
16. Appurtenant Easement. The Easement shall run with the Easement Location and shall be appurtenant to the Easement Location. The terms of this Agreement shall be binding upon the heirs, assigns, successors and personal representatives of the parties.
17. Recording. This Agreement shall be recorded by the Town in the real property records of Gunnison County, Colorado.
18. Effective Date. This Agreement shall be effective as of the Effective Date.
19. Authority. The persons executing this Agreement on behalf of the parties do hereby covenant and warrant that such persons are duly authorized and have the full right and authority to enter into this Agreement on behalf of the parties.
20. Waiver of Defects. In executing this Agreement, the parties waive all objections they may have over defects, if any, in the form of this Agreement, the formalities for execution, or over the procedure, substance or form of the resolutions adopting this Agreement.
21. Entire Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties with respect to the Easement and Easement Location and represents the total integrated agreement between the parties with respect to such subject matters.

22. Modification. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.
23. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.
24. No Waiver. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.
25. Notices. Any notice or other information required by this Agreement to be sent to a party shall be sent by facsimile, e-mail, overnight courier or certified mail to the following:

Cypress Foothills, LP  
 Attention: Cameron Aderhold  
 8343 Douglas Ave., Suite 200  
 Dallas, Texas 75225  
 Facsimile: 214-283-1600  
 cameron.aderhold@cypressequities.com

with a copy to:

Cypress Foothills, LP  
 Attention: Brian Parro  
 8343 Douglas Ave., Suite 200  
 Dallas, Texas 75225  
 Facsimile: 214-283-1600  
 brian.parro@cypressequities.com

with a copy to:

Law of the Rockies  
 Attention: Marcus J. Lock  
 525 North Main Street  
 Gunnison, Colorado 81230  
 Facsimile: 970-641-1943  
 mlock@lawoftherockies.com

Aperture Homeowners Association, Inc.  
 Attention: Cameron Aderhold  
 8343 Douglas Ave., Suite 200  
 Dallas, Texas 75225

Facsimile: 214-283-1600  
cameron.aderhold@cypressequities.com

with a copy to:

Aperture Homeowners Association, Inc.  
Attention: Brian Parro  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
brian.parro@cypressequities.com

with a copy to:

Law of the Rockies  
Attention: Marcus J. Lock  
525 North Main Street  
Gunnison, Colorado 81230  
Facsimile: 970-641-1943  
mlock@lawoftherockies.com

Town of Crested Butte  
Attention: Town Manager, Dara MacDonald  
507 Maroon Avenue  
P.O. Box 39  
Crested Butte, Colorado 81224  
Facsimile: 970-349-6626  
[dmacdonald@crestedbutte-co.gov](mailto:dmacdonald@crestedbutte-co.gov)

with a copy to:

Town Attorney  
Sullivan Green Seavy, LLC  
Barbara J. B. Green or John Sullivan  
3223 Arapahoe Ave. Suite 300  
Boulder, Colorado 80303  
Barbara@sullivangreenseavy.com or John@sullivangreenseavy.com

Notice shall be effective when actually received by the party intended to be notified. A party may change the recipient for notice by providing notice of such change in accordance with this paragraph.

26. Attorneys' Fees; Costs. In any action arising out of or relating to this Agreement, its interpretation, or enforcement, the substantially prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such dispute.
27. Governing Law; Venue. This Agreement and all rights conferred and obligations imposed hereunder shall be interpreted and construed in accordance with the laws and internal judicial decisions of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.
28. Electronic Reproductions; Counterparts. For purposes of enforcement of terms of this Agreement, electronic reproductions of this Agreement shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together shall constitute one and the same instrument.

WHEREFORE, the parties hereto have executed and entered into this Agreement by their duly authorized representatives on the date first written above.

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

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

(SEAL)

***[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]***

CYPRESS FOOTHILLS, LP,  
a Texas limited partnership

By: CYPRESS FOOTHILLS, GP, LLC,  
a Delaware limited liability company, its  
General Partner

By: \_\_\_\_\_  
Brian Parro, its Chief Financial Officer and Vice President

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Brian Parro as Chief Financial Officer and Vice President of Cypress Foothills, GP, LLC, which is the General Partner of Cypress Foothills, LP. Witness my hand and official seal.

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

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

APERTURE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: \_\_\_\_\_  
Brian Parro, President

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Brian Parro, as president of Aperture Homeowners Association, Inc., a Colorado nonprofit corporation.

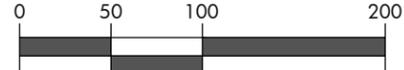
Witness my hand and official seal.

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

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

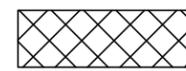
I:\2015\2015-201-SlateRvr\002-SiteDev\H-Dwgs\Civil\PS-SheetSet\SR-ExhibitRiverAccess.dwg Plotted: 4/15/2020 2:04 PM By: Shannon Kaminsky

Graphic Scale



In Feet: 1" = 100'

Legend



RIVER ACCESS EASEMENT



SLATE RIVER TYPICAL WATER SURFACE ON PROPERTY

100 YEAR FLOOD PLAIN BOUNDARY

TYPICAL WATER SURFACE

LOT 1

LOT 2

TP 6A

TP 6B

BRIDGE

SLATE RIVER

PROPERTY BOUNDARY

TOWN OF CRESTED BUTTE WASTEWATER TREATMENT PLANT

100 YEAR FLOOD PLAIN BOUNDARY

TYPICAL WATER SURFACE



103 W. Tomichi Ave., Suite A  
Gunnison, CO 81230  
970.641.5355 www.sgm-inc.com

Slate River Development

#	Revision	Date	By
1			

Exhibit B  
River Access

Job No.	2015-201.002
Drawn by:	TH
Date:	4/15/2020
QC:	PE: TH
File:	SR-ExhibitRiverAccess



**To:** Mayor Schmidt and Town Council  
**From:** Michael Yerman, Community Development Director  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** Ordinance 13- Series 2020 Cypress Subdivision Improvements Agreement  
**Date:** May 4, 2020

---

## *Background*

The Subdivision Improvements Agreement (SIA) is intended to protect the Town's interests in infrastructure that will be installed by Cypress and inspected by the Town for the six applicant retained residential lots. The developer is responsible for providing a surety of 125% of the costs for constructing infrastructure within the Town limits. All infrastructure for the Town Parcels has been constructed and accepted by the Town. The remaining infrastructure to be completed for the six applicant retained lots are as follows:

- Road B and associated earth work for the six applicant lots
- Water and sewer mains and service lines to service the six applicant lots

The Town will maintain the water and sewer infrastructure and have a 2-year warranty period. Private sewer lift stations and Road B will not be maintained by the Town.

**Recommended Action:**

A Council member make a motion followed by a second to set Ordinance 13, Series 2020 to a public hearing on May 18, 2020.

**ORDINANCE NO. 13**

**SERIES 2020**

**AN ORDINANCE OF THE TOWN OF CRESTED BUTTE TOWN COUNCIL APPROVING A SUBDIVISION IMPROVEMENTS AGREEMENT FOR TRACTS 1-6 OF THE SLATE RIVER SUBDIVISION AND OTHER IMPROVEMENT WITHIN THE SLATE RIVER SUBDIVISION**

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

**WHEREAS**, pursuant to Ordinance 9, Series 2020, the Town intends to annex a 14-acre parcel known as the Slate River Annexation ("Property"), and

**WHEREAS**, the Property will be divided into nine parcels to be conveyed to the Town, and six parcels to be retained by Cypress Foothills, L.P. ("Developer") which will require the construction of certain public improvements on the Property; and

**WHEREAS**, Section 17-5-80(b) of the Municipal Code provides that no final plat shall be executed until the subdivider has submitted and the Town Council has approved, a subdivision improvements agreement committing to timely construct those improvements which have been required pursuant to these subdivision regulations and according to specifications; and

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

**Section 1.**     **Subdivision Improvement Agreement.** The Town Council hereby approves and directs the Mayor to execute the Subdivision Improvements Agreement for Slate River Subdivision attached hereto as **Exhibit A**.

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

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

**INTRODUCED AND FIRSTS READ BEFORE THE TOWN COUNCIL THIS \_\_\_\_\_ DAY OF MAY, 2020**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND HEARING  
THIS \_\_\_\_\_ DAY OF MAY, 2020**

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

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

**EXHIBIT A**  
Slate River Subdivision Improvements Agreement

**DEVELOPMENT IMPROVEMENTS AGREEMENT  
FOR  
SLATE RIVER ANNEXATION AND SUBDIVISION**

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (“Agreement”) is entered into this \_\_\_ day of August, 2017, by and between the Town of Crested Butte, Colorado, whose address is P.O. Box 39, Crested Butte, Colorado, 81224 (“Town”) and Cypress Foothills, L.P., a Texas limited partnership, whose address is 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225 (“Developer”).

1.0 BACKGROUND.

1.1 The Development. On May 18, 2020, the Town Council adopted Ordinance \_\_\_, Series 2020 approving the Slate River Annexation and Subdivisions regarding the subdivision of a 14 acre parcel (“the Property”) further divided into nine Town Parcels (“Town Parcels”) and six parcels know as Applicant Retained Lands (“Applicant Retained Lands”) created by Flat Irons, dated \_\_\_\_\_ recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on \_\_\_\_\_, \_\_\_\_\_, bearing Reception No: \_\_\_\_\_.

1.2 Connection to Town Water and Sewer Systems.

a. Town Parcels

The installation of all utility infrastructure necessary to connect the Town Parcels has been installed and accepted by the Town. Town Parcel 1 will require a private lift system to connect to the manhole in Pyramid Avenue. All other Town Parcels have access to water and sewer systems in adjacent Town right-of-ways.

b. Applicant Retained Lands Water and Sewer Infrastructure.

The installation of all utility infrastructure necessary to connect the six Applicant Retained Lands to the Town’s water and sewer system shall be pursuant to with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by [Developer]. Accept private sewer lines and private lift stations as specified on the plans. [Developer] shall pay the cost and expense of the Town’s review and acceptance of the utility infrastructure including required engineering inspections and testing for the acceptance of the infrastructure.

1.3 Road B Improvements. Developer has agreed to construct a portion of Road B to provide access to the six parcels of Applicant Retained Lands for the Slate River Development which will be annexed into the Town. Developer will provide the Town with a two-year warranty for Road B Improvements on the west side of the Slate River. Future maintenance and snow plowing will be the responsibility of the developer of Road B.

## 2.0 DEVELOPER CONSTRUCTION OF IMPROVEMENTS.

2.1 Construction. Developer covenants and agrees with the Town to construct, at its sole cost, those public improvements ("Improvements") listed on **Exhibit A**, Developer's Cost Estimate, as approved by the Town and documented by the Engineering Plans and Specifications submitted to the Town as part of the final plat approval for Slate River Annexation and Subdivision. Following construction of the Improvements, Developer shall provide to the Town:

a. Confirmation by a registered engineer that all construction done pursuant to this Agreement has been completed in accordance with the *Engineering Plan Set, Slate River Annexation and Subdivision*, Sheets 1-?, by SGM, dated \_\_\_\_\_; and

b. "As-built" drawings for all the Improvements before preliminary acceptance by the Town as set forth in Subsection 17-5-80(g)(5) of the Subdivision Regulations contained in Chapter 17 of the Crested Butte Municipal Code ("Town Code").

c. Further, the Town shall hire one (1) or more inspectors acceptable to the Town to provide inspection services to the reasonable satisfaction of the Town Manager with respect to the construction of the Improvements to be constructed pursuant to this Agreement.

2.2 Force Majeure. If Developer is delayed in commencing or completing construction of the Improvements, as required herein, by reasons of strikes or other labor troubles, unavailability of materials, national emergency, any rule, order or regulation of any governmental authority, or other similar cause not within Developer's control, and if prompt written notice of said cause of delay is given to Town by Developer, then the time for Developer to commence or complete construction, as the case may be, shall be deemed extended by the period of time during which said cause of delay shall continue.

## 3.0 QUALITY OF CONSTRUCTION/WARRANTY.

3.1 Quality of Construction. The construction of the improvements in Section 2.0 shall be done in a good and workmanlike manner.

3.2 Warranty. Developer warrants that the Improvements shall remain free from defects for a period of two (2) years from the date that the Town preliminarily accepts the Improvements as provided in Section 8 of this Agreement. During such two-year period, any defect determined to exist with respect to such Improvements shall be repaired or the

Improvement replaced, at the Town's option, at the sole cost of the Developer. With respect to snowplowing, following the completion of both annexation and preliminary acceptance, the Town shall be responsible for snowplowing Pyramid Avenue from its intersection with Gothic Road to its intersection with Eighth Street, and the Developer or its successors shall be responsible for snowplowing Pyramid Avenue east of its intersection with Eighth Street and Road B. The Town shall have no other obligation with respect to the Improvements, except for normal routine maintenance, until they have been finally accepted by the Town in accordance with Subsection 8.2. Other than normal routine maintenance, Developer shall remain responsible for all maintenance of and repairs to the Improvements until final acceptance by the Town in accordance with Section 8.2 of this Agreement.

3.3 Notice of Default; Cure Period. Except as provided in Section 3.4 with respect to emergency repairs, the Town shall provide notice to Developer if inspection reveals that any Improvement is defective for any reason. Developer shall have thirty (30) days from the giving of such notice to cure the defect. Such thirty-day time limit may be extended by the Town if the Town determines that such defect cannot reasonably be cured within such thirty-day period. In the event Developer fails to cure the defect within the thirty-day period or any extension thereof granted by the Town, the Town may declare a default under this Agreement without further notice. No notice shall be required with respect to emergency repairs except as provided in Section 3.4.

3.4 Emergency Repairs. If at any time it appears that the Improvements may be significantly damaged or destroyed as a result of a bona fide emergency, the Town shall have the right, but not the duty, to enter upon the Property and perform such repairs and take such other action as may be reasonably required in the Town's judgment to protect and preserve the Improvements. The Town shall have no duty to inspect the Improvements to identify emergency situations which may arise. Prior to taking any action pursuant to this Section 3.4, the Town shall make a reasonable effort to advise Developer of the existence and nature of the emergency. If, after reasonable efforts, Developer cannot be located, the Town shall have the right to enter the Property and perform any needed emergency repairs as herein provided; and, upon demand, Developer shall reimburse the Town for the costs of such emergency repairs. Failure of Developer to pay to the Town the costs of such emergency repairs within fifteen (15) days after demand shall constitute a default as provided in Section 9 of this Agreement.

#### 4.0 COMPLIANCE WITH LAW.

4.1 Compliance with Law. When fulfilling its obligations under this Agreement, Developer shall comply with all relevant laws, ordinances, and regulations in effect at the time of execution of this Agreement. Developer shall also be subject to laws, ordinances and regulations in effect at the time that the Improvements are preliminarily accepted by Town.

4.2 Compliance with Building Permits. When fulfilling its obligations under this Agreement, Developer shall strictly comply with the terms, conditions, limitations and requirements of any Building Permit which may be required by the Town for the construction of the Improvements.

5.0 TRANSFER OF TITLE OF IMPROVEMENTS. Developer shall cause Improvements to be conveyed to the Town by bill of sale with full warranty of title (if personal property), free and clear of all liens, encumbrances and restrictions upon the determination of the Town Manager that such Improvements have been satisfactorily completed and that acceptance of such Improvements by the Town is proper in accordance with the provisions of Section 8. Conveyance of such Improvements shall be made by an instrument acceptable as to form and substance by the Town Attorney.

6.0 PERFORMANCE GUARANTY. In order to secure all obligations of the Developer herein, Developer shall, at Developer's sole cost, and before starting work on any of the Improvements, obtain and provide to the Town as a guarantee of the performance of its obligations hereunder, including its obligation with respect to the two-year warranty period, the following cash or bond in the amount of \$346,218.75 (the "Performance Guaranty"). The amount is calculated to cover 125% of the cost of certain Improvements located within the Town boundaries as further specified in **Exhibit A**, Developer's Cost Estimate, which amount shall be held by Town through the two-year warranty set forth in Section 3.2, subject to Section 6.1 below. The Developer shall execute the Performance Guaranty by July 1, 2021. Failure to execute the Performance Guaranty by this date shall cause the Developer to provide an updated Engineered Estimate and a new Performance Guaranty to be recalculated.

6.1 Request for Partial Release of Performance Guaranty. Developer may make periodic requests for the partial release of the Performance Guaranty in accordance with the provisions of this Agreement. All such requests shall be in writing to the Town Manager, shall be for a reduction of at least twenty five percent (25%) of the total original Performance Guaranty or any multiple thereof, and shall be accompanied by an invoice for the portion of the work reflected in the request. No more than one (1) request for a partial release of the Performance Guaranty may be submitted each month. The last twenty five percent (25%) of the Performance Guaranty may not be released until all of the Improvements have been preliminarily accepted, the two-year warranty period set forth in Section 3.2 has run, and the Improvements are finally accepted by the Town.

7.0 RELEASE OF GUARANTY. Developer's Performance Guaranty shall be released and returned to Developer with interest at a rate one percent less than received by the Town on such funds, only at such time as the Town determines, in its sole discretion, that all of the Improvements have been properly constructed or installed, the two-year warranty period set forth in Section 3.2 has expired, and the Improvements are finally accepted.

8.0 ACCEPTANCE.

8.1 Preliminary Acceptance. Preliminary acceptance of the Improvements shall occur at the Developer's request. The Town shall inspect the Improvements and shall notify Developer within 14 days in writing of nonacceptance or preliminary acceptance. If the Improvements are

not acceptable, the Town shall state the reasons for nonacceptance and outline the necessary corrective measures.

## 8.2 Final acceptance and Release of Collateral.

a. Twenty-four (24) months following preliminary acceptance, the Town shall inspect all Improvements for final acceptance. The Town Manager shall notify the Developer in writing of nonacceptance or final acceptance. If the Improvements are not acceptable, the reason for nonacceptance shall be stated in writing, and corrective measures shall be agreed upon by the Town and Developer and timely completed by Developer.

b. Upon final acceptance, the Town shall release the remaining collateral and assume all future maintenance and repair responsibilities for the Improvements.

c. The Town shall not be required to accept any of the Improvements until the Town Manager determines that:

- i. The Improvements have been satisfactorily completed in accordance with the approved plans and specifications for the Improvements;
- ii. Developer has delivered to the Town the as-built drawings; and
- iii. Developer has delivered to the Town instruments conveying such Improvements to the Town in accordance with Section 5.0.

9.0 DEFAULT. The following conditions, occurrences or actions shall constitute a default by Developer under this Agreement:

9.1 Developer's failure to construct improvements in accordance with the approved plans and specifications for the Improvements and this Agreement;

9.2 Developer's failure to cure defective construction of any Improvement within the applicable cure period as provided in this Agreement;

9.3 Developer's failure to perform work on either the Improvements or the improvements subject to the County DIA for a period of more than forty-five (45) consecutive days, except for delays occasioned by winter weather conditions or other reasons beyond Developer's control, without the prior written approval of the Town;

9.4 Developer's insolvency, the appointment of a receiver for Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting Developer;

9.5 Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of all or part of the Property in lieu of foreclosure prior to final acceptance of the Improvements by the Town;

9.6 Developer's failure to pay to Town upon demand the cost of emergency repairs performed in accordance with this Agreement; or

9.7 Developer's sale of any real property located on the West Parcel or transfer of any interest in real property located on the West Parcel prior to preliminary acceptance of the Improvements.

The Town may not declare a default until thirty (30) days' advance written notice has been given to Developer; provided, however, that such notice shall not be required with respect to any defective construction for which thirty (30) days' notice of right to cure has already been given in accordance with Section 3.3.

10.0 MEASURE OF DAMAGES. The measure of damages for breach of this Agreement by Developer shall be the reasonable costs of completing the Improvements, including design, engineering, legal and inspection costs. For Improvements upon which construction has not begun, the amount of the Performance Guaranty shall be prima facie evidence of the cost of completion; however, the amount of the Performance Guaranty does not establish the extent of Developer's liability under this Agreement. The Town shall be entitled to, but not obligated to, complete all unfinished Improvements after the time of default regardless of the extent to which development has taken place on the Property or whether development has even commenced.

11.0 TOWN'S RIGHTS UPON DEFAULT. In the event of default, the Town shall have the following rights and remedies set forth in this section. The remedies provided for herein are cumulative in nature.

11.1 Construct Improvements. The Town may, but shall not be required to, have the Improvements constructed by such means and in such manner as the Town shall determine, without the necessity of public bidding.

11.2 Use of Guaranty. If the Town elects to have the Improvements constructed, it shall have the right to use Developer's Performance Guaranty to pay for the construction of such Improvements. If the amount of the Performance Guaranty exceeds the costs of constructing the Improvements as set forth in this Agreement, the Town shall deliver any excess funds to Developer. If the Performance Guaranty is insufficient to fully pay such costs, Developer shall, upon demand, pay such deficiency to the Town.

11.3 Rights under the Law. The Town and Cypress may exercise such rights as they may have under Colorado law.

12.0 INTEREST. Any sum which is required to be paid by Developer to the Town under this Agreement and which is not timely paid shall accrue interest at eighteen percent (18%) per annum, commencing as of the date such sum was due.

13.0 PAYMENT OF FEES AND CHARGES. Developer agrees to pay all fees and other charges in a timely manner as required by the Town, including but not limited to building permit fees, inspection fees and tap fees imposed by Town ordinance, resolution or motion, or by the terms and conditions of this Agreement.

14.0 EROSION CONTROL. Developer shall comply with the applicable provisions of Section 17-6-50 of the Crested Butte Municipal Code during all stages of Improvement construction.

15.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on this Agreement. It is the express intention of the Town and Developer that any person other than the Town or Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16.0 ATTORNEYS FEES. If any action is brought in a court of law by either party to this Agreement concerning the arbitration, should the parties so choose, enforcement, interpretation or construction of this Agreement, or any documents provided for herein, the substantially prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorneys' fees, as well as costs, including expert witness fees, incurred in the prosecution or defense of such action.

17.0 INDEMNIFICATION. Developer agrees to indemnify and hold the Town, its officers, employees, agents and insurers harmless from and against all liability, claims 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 the construction of the Improvements if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, intentional act or other fault of Developer, any subcontractor of Developer, or any officer, employee, representative or agent of Developer or of any subcontractor of Developer, or which arise out of any workers' compensation claim of any employee of Developer or of any employee of any subcontractor of Developer. Developer agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees, whether or not any such liability, claims or demands alleged are determined to be groundless, false, or fraudulent.

18.0 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Developer or the acceptance of any Improvements.

19.0 RECORDATION. This Agreement shall be recorded by the Town in the office of the Clerk and Recorder of Gunnison County, Colorado, and Developer shall pay to the Town the costs thereof upon demand.

20.0 IMMUNITY. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

21.0 PERSONAL JURISDICTION AND VENUE. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement or the Performance Guaranty, shall be deemed to be proper only if such action is commenced in the District Court of Gunnison County, Colorado. Developer expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

22.0 CODE CHANGES. References in this Agreement to any provision of the Town's Municipal Code or to any Town or other governmental standard are intended to refer to any subsequent amendments and/or revisions to such Code or standard. Such amendments or revisions shall be binding upon Developer.

23.0 NON ASSIGNABILITY. This Agreement may not be assigned by Developer without the prior written consent of the Town.

24.0 NOTICES. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered, mailed by certified mail, return receipt requested, or sent by facsimile, addressed as follows:

If to the Town:

Town of Crested Butte  
Attn: Town Manager  
P. O. Box 39  
Crested Butte, CO 81224  
(970) 349-5338  
Fax No. (970) 349-6626

With a Copy (Which Shall Not Constitute Notice to the Town) to:

---

Sullivan Green Seavy  
3223 Arapahoe Avenue Suite 300  
Boulder, CO 80303

If to Developer:

Cypress Foothills, LP  
Attention: Cameron Aderhold  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[cameron.aderhold@cypressequities.com](mailto:cameron.aderhold@cypressequities.com)

with a copy to:

Cypress Foothills, LP  
Attention: Brian Parro  
8343 Douglas Ave., Suite 200  
Dallas, Texas 75225  
Facsimile: 214-283-1600  
[brian.parro@cypressequities.com](mailto:brian.parro@cypressequities.com)

with a copy to:

Law of the Rockies  
Attention: Marcus J. Lock  
525 North Main Street  
Gunnison, Colorado 81230  
Facsimile: 970-641-1943  
[mlock@lawoftherockies.com](mailto:mlock@lawoftherockies.com)

Notices mailed in accordance with the above provisions shall be deemed to have been given on the third business day after mailing. Notices personally delivered shall be deemed to have been given upon delivery. Notices sent by facsimile shall be deemed to have been given at the time the transmission is received. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

26.0 ENTIRE AGREEMENT. Except as contained in the agreements described in Section 1.2, Related Agreements, this Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter, provided however that nothing herein modifies, or is intended to modify, or supersedes, or is intended to supersede, the Pre-Annexation Agreement or the Amended Pre-Annexation Agreement. Accordingly, both parties

are not waiving any rights and remedies they may have under the Pre-Annexation Agreement or the Amended Pre-Annexation Agreement, and both parties expressly reserve all rights and remedies available under the Pre-Annexation Agreement or the Amended Pre-Annexation Agreement.

27.0 SEVERABILITY. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, state or federal, the validity of the remaining portions or provisions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

28.0 MODIFICATION. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

29.0 BINDING AGREEMENT. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

30.0 GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

31.0 INCORPORATION OF EXHIBIT. The attached Exhibit is incorporated herein by reference: **Exhibit A**, Developer's Cost Estimate

Dated to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF CRESTED BUTTE, a Colorado home rule municipal corporation

By:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

The foregoing Development Improvements Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, Mayor, and \_\_\_\_\_, Town Clerk, of the Town of Crested Butte, a Colorado home rule municipal corporation.

Witness my hand and seal.

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

(SEAL)

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

CYPRESS FOOTHILLS, L.P.,  
a Texas limited partnership

By: CYPRESS FOOTHILLS, G.P., L.L.C.,  
a Delaware limited liability company, its  
General Partner

By: \_\_\_\_\_  
Brian Parro, its  
Chief Financial Officer  
and Vice President

STATE OF TEXAS            )  
  )ss.  
COUNTY OF DALLAS        )

The foregoing Development Improvements Agreement was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2020, by Brian Parro, as Chief Financial Officer and Vice President of  
Cypress Foothills GP, LLC, which is the General Partner of Cypress Foothills, LP.

Witness my hand and official seal.

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

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

**SLATE RIVER DEVELOPMENT West Side Town Annexation 6 Lot  
ENGINEER'S OPINION OF PROBABLE COST**

Updated 03/03/2020

Item/Description	Estimated Quantity	Unit	Unit Price (\$)	Total Construction Price \$
<b>Roadway and Earthwork/Drainage Infrastructure</b>				
Topsoil Stripping/Stockpile	1235	CY	\$7.50	\$9,262.50
Topsoil Re-Placement	950	CY	\$5.00	\$4,750.00
Class 6 Aggregate Base Course	313	TONS	\$45.00	\$14,085.00
3" Hot Bituminous Asphalt	150	TONS	\$175.00	\$26,250.00
24' Concrete Curb and Gutter	831	LF	\$40.00	\$33,240.00
1.5' Concrete Ribbon	44	LF	\$25.00	\$1,100.00
4" Wide Concrete Valley Pan	20	LF	\$42.00	\$840.00
Street Signs	1	EA	\$500.00	\$500.00
Excavation - Cut Remove from Site	4343	CY	\$12.50	\$54,287.50
Wetland Dispersion Outlet	40	SY	\$78.00	\$3,120.00
Asphalt Removal	55	SY	\$2.50	\$137.50
24' Concrete Curb and Gutter Removal	105	LF	\$2.50	\$262.50
TOTAL				\$147,835.00
<b>Water Distribution System</b>				
8" C900 Main Line	260	LF	\$80.00	\$20,800.00
8" Connection to Existing	1	EA	\$1,500.00	\$1,500.00
8" Gate Valve	2	EA	\$3,100.00	\$6,200.00
Concrete Reaction Blocks	2	EA	\$200.00	\$400.00
Fittings	2	EA	\$350.00	\$700.00
New Fire Hydrants Assemblies	2	EA	\$7,750.00	\$15,500.00
Adjust Existing Fire Hydrant	1	EA	\$5,000.00	\$5,000.00
Air Release Valve & Vault	1	EA	\$7,300.00	\$7,300.00
1.5" Service Lines off new line	3	EA	\$2,600.00	\$7,800.00
1.5" Service Lines off Existing Line with Flow Fill	1	EA	\$5,000.00	\$5,000.00
Flowfill Trench in Existing Roadway	12	LF	\$300.00	\$3,600.00
Protection Bollards	2	EA	\$1,500.00	\$3,000.00
TOTAL				\$76,800.00
<b>Sewer Collection System</b>				
8" Gravity PVC Pipe	204	LF	\$60.00	\$12,240.00
New Standard Manholes	4	EA	\$4,500.00	\$18,000.00
4" PVC Gravity Service Lines	3	EA	\$1,200.00	\$3,600.00
2" HDPE Pressure Service Lines	306	LF	\$50.00	\$15,300.00
Concrete Encasement	32	LF	\$100.00	\$3,200.00
TOTAL				\$52,340.00

**SLATE RIVER DEVELOPMENT West Side Town Annexation 6 Lot  
ENGINEER'S OPINION OF PROBABLE COST**

Updated 03/03/2020

Item/Description	Estimated Quantity	Unit	Unit Price (\$)	Total Construction Price \$
<b>Misc. Utilities</b>				
Gas Lines	300	LF	\$40.00	\$12,000.00
Phone Lines	470	LF	\$15.00	\$7,050.00
Electric Lines	470	LF	\$15.00	\$7,050.00
Trenching	470	LF	\$12.00	\$5,640.00
TOTAL				\$31,740.00
<b>Contractor Overhead (In County)</b>				
Mobilization/Demobilization	1	EA	\$30,000.00	\$30,000.00
Stormwater Permit/Plan/Oversight	1	EA	\$5,000.00	\$5,000.00
Revegetation/Weed Management	1	Acres	\$5,000.00	\$5,000.00
TOTAL				\$40,000.00
<b>6 Lot Applicant Retained TOTAL</b>				\$348,715.00

1 of 2



## Staff Report

May 4, 2020

**To:** Mayor and Town Council

**Prepared By:** Rob Zillioux, Finance and HR Director

**Thru:** Dara MacDonald, Town Manager

**Subject:** Ordinance No 14, Series 2020 – An Ordinance of the Crested Butte Town Council Approving the Lease of the Chamber of Commerce Visitors Center – A Town Owned Building – Located at 601 Elk Avenue to the Crested Butte / Mt Crested Butte Chamber of Commerce

### **Summary:**

The Chamber of Commerce has leased the Visitors Center building, located at 601 Elk Avenue, for 25 years. This lease has now expired. The proposed new lease is for 10 years

### **Previous Council Action:**

Council leased the newly built Visitors Center to the Chamber of Commerce in 1995.

**Discussion:** The Chamber will be responsible for paying all necessary utilities. They are also responsible for basic maintenance and repairs to the inside and outside of the building.

**Legal Review:** It is in the best interest of both the Town and its tenants to have a clear lease acknowledging the terms under which the tenant is permitted to use the property ensuring adequate insurance is in place and laying out the maintenance responsibilities. Chamber shall also maintain and supply the public restroom on the property. Town is responsible for major building repairs, clearing sidewalks of snow using a machine only and landscaping.

**Recommendation:** Staff recommends the Town enter into a 10-year lease with the Crested Butte / Mt Crested Butte Chamber of Commerce.

**Proposed Motion:** Motion and a second to set Ordinance No. 14, Series 2020 to public hearing at the May 18th Council meeting.

## ORDINANCE NO 14

## SERIES 2020

**An Ordinance of the Crested Butte Town Council Approving the Lease of the Chamber of Commerce Visitors Center - A Town Owned Building - Located at 601 Elk Avenue to the Crested Butte / Mt Crested Butte Chamber of Commerce**

**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 politic under and by virtue of the Constitution and laws of the State of Colorado; and

**WHEREAS**, the Crested Butte / Mt. Crested Butte Chamber of Commerce, Inc., a Colorado nonprofit corporation (hereafter "Chamber"), has been duly organized for the purpose of providing tourist information and other related services for the towns of Crested Butte and Mt. Crested Butte; and

**WHEREAS**, the parties wish to enter into a 10 year lease which would allow the Chamber to lease the Visitor Center from the Town for the term and upon the conditions set forth in the lease agreement; and

**WHEREAS**, Colorado Revised Statutes, section 31-15-713(1)(c) requires that such a lease for a period of more than one year be authorized by ordinance; and

**WHEREAS**, the Town anticipated entering into the below-referenced Visitor's Center Lease Agreement as set forth in the recitals of Ordinance No., Series 2020; and

**WHEREAS**, the Town Council hereby finds that it would be in the best interests of the Town's inhabitants and visitors to lease the Visitor's Center to the Chamber for the term and with the conditions set forth in the Visitor's Center Lease Agreement.

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

**Section 1. Adoption of Visitor's Center Lease Agreement.** The Town Council hereby approves, ratifies and adopts the Visitor's Center Lease Agreement between the Town of Crested Butte, and the Crested Butte / Mt. Crested Butte Chamber of Commerce, Inc., a Colorado nonprofit corporation in good standing, which Agreement is attached hereto and incorporated herein by this reference. The Mayor and Town Clerk are hereby authorized and directed to execute said Agreement on behalf of the Town.

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

**Section 3. Savings Clause.** Except as hereby amended, the 1987 Crested Butte Municipal Code shall remain valid, and in full force and effect. Any provision of any ordinance previously adopted by the Town of Crested Butte which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

**INTRODUCED, AND FIRST READ BEFORE THE TOWN COUNCIL THIS X DAY OF APRIL, 2020.**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS \_\_\_\_ day of May, 2020**

(SEAL)

## VISITOR'S CENTER LEASE AGREEMENT

THIS AGREEMENT is made induplicate and entered into this X day of May 2020, at Crested Butte, Colorado, as follows:

1. PARTIES. The parties to this Agreement are:

TOWN OF CRESTED BUTTE, a Colorado home rule municipal corporation, whose address is P.O. Box 39, Crested Butte, CO 81224 (hereafter "Town"),

and

THE CRESTED BUTTE / MT. CRESTED BUTTE CHAMBER OF COMMERCE, INC, a Colorado nonprofit corporation, whose address is P.O. Box 1288, Crested Butte, CO 81224 (hereafter "Chamber").

2. RECITALS.

2.1 The Town will be the owner of a building to be located on the real property located within the Town of Crested Butte, Colorado, being east of Sixth Street and west of Block 53, and north of Elk Avenue and south of Maroon Avenue (hereafter "Building").

2.2 The Town desires to lease the Building and the real property immediately surrounding the Building which is described on the **Exhibit** to be attached hereto and incorporated herein by referenced (hereafter "Property") to the Chamber for a period of ten years for use as a visitor's center.

2.3 The Chamber wishes to lease the Building and Property from the Town upon the terms and conditions set forth in this Agreement.

3. AGREEMENT. For and in consideration of the above Recitals and the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions of this Agreement.

4. TERM. The Lease term shall commence on X date 2020 and shall continue for a period of ten years thereafter.

5. LEASE OF BUILDING AND PROPERTY. The Town hereby leases to the Chamber, and Chamber hereby takes and rents from the Town the Building and Property located in the County of Gunnison and State of Colorado, together with the fixtures in the Building on the date of commencement of the Lease term.

6. RENT. In lieu of rent, the Chamber agrees to be responsible for maintaining the public restrooms in the Building, and keep them open to the public during hours when the Chamber is open, or as otherwise reasonably required by the Town.

7. SECURITY DEPOSIT. The Chamber shall not be required to pay a security deposit to the Town.

8. USE OF BUILDING. The Building and Property shall be used by the Chamber as a Visitor's Center and for other customary Chamber of Commerce business, and for no other purpose without the prior written consent of the Town, which consent shall not be unreasonably withheld. The Chamber shall not use the Building in any fashion as would increase the risk of fire, explosion or any physical destruction or damage to the Building. Further, the Chamber shall not use the Building to further any discrimination based upon race, sex, sexual preference, creed, religion or national origin. The Chamber shall comply with all federal, state and municipal laws, ordinances and regulations applicable to the Building and Property and the business conducted therein by the Chamber.

9. UTILITIES. The Chamber shall timely pay, as the same become due and owing, all costs, charges, statements or assessments for all utility services of every nature and description, including those incurred for the public restrooms referenced below, and including, without limitation, gas, electricity, telephone, internet and water and sewer service assessments for 1.0 EQRs.

10. MAINTENANCE AND REPAIRS. The Chamber shall be responsible for and pay for all necessary basic maintenance and repairs to the interior and exterior of the Building, except repairs necessitated by the negligent or intentional acts of the Town or its employees. Town shall be responsible for roof repairs and replacement.

11. TOWN'S RESPONSIBILITIES. The Town shall at all times during the term of this Agreement and any extension hereof be responsible for:

11.1 Keeping the sidewalks within the Property as free of snow and ice accumulations as reasonable by using its sidewalk machine only, and keeping the motor vehicle driving and parking areas reasonably free of snow and ice accumulations.

11.2 Maintaining the landscaping within the Property in a healthy and well-kept condition.

12. CHAMBER'S RESPONSIBILITIES. The Chamber shall at all times during the term of this Agreement and any extension hereof be responsible for:

12.1 Any hand shoveling and chipping necessary to maintain the sidewalks within the Property reasonably free and clear of snow and ice accumulations. Town's responsibility for sidewalk clearing is noted in 11.1.

12.2 Maintaining the exterior and interior of the Building, and the Property in a clean, attractive, and well-kept condition by providing all necessary maintenance and janitorial services to the Building and by removing all refuse from the Building and Property. The Chamber shall not place any trash or other refuse, or other items of any nature outside the Building, except as is necessary for removal from the Property. The Chamber is responsible for painting the inside of the building with the vendor of their choice, as deemed necessary, while Town is responsible for painting the outside of the building.

12.3 Maintaining, and if required by law modifying, the Building and Property so that it conforms with any state or federal requirement for use of the Building for its intended purpose during the term of this Agreement and any extension hereof.

13. PUBLIC RESTROOMS. The Chamber shall maintain, clean and supply the public restrooms on the Property at its sole cost; and keep them open to the public during hours when the Chamber is open, or as otherwise reasonably required by the Town. Said restrooms shall be cleaned on a regular basis.

14. INSURANCE AND INDEMNIFICATION.

14.1 During the term of this Agreement and any extension hereof, the Town shall maintain in effect fire and extended coverage insurance on the Building.

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

14.3 The Chamber shall carry fire and extended coverage insurance on all items of personal property, fixtures and improvements located within the Building and owned by it, and shall be solely responsible for any damage or destruction of such personal property, fixtures, or improvements.

14.4 The Chamber agrees to hold harmless and to indemnify the Town from all claims and liabilities, expenses and costs, including reasonable

attorneys' fees, arising or alleged to arise from any act or omission of the Chamber, or its employees, contractors, customers or invitees, or arising from any injury or damage to any person or the property of any person in the Building or on the Property during the term of this Agreement and any extension hereof, except those arising from the acts or omissions of the Town, or its employees, contractors, customers or invitees.

14.5 The Town agrees to hold harmless and indemnify the Chamber from all claims and liabilities, expenses and costs, including reasonable attorneys' fees, arising from its negligent actions in the Building and on the Property during the term of this Agreement and any extension hereof, provided that the Town is not immune from such liability directly under any governmental immunity law or laws.

15. ACCESS TO THE BUILDING. The Town shall have access to the Building and Property at any reasonable time for purposes of inspecting the condition thereof, to make repairs as set forth herein, and for emergencies.

16. AMERICANS WITH DISABILITIES ACT. It shall be the sole duty and responsibility of the Chamber, at its sole cost, to take such actions and make such modifications as may be necessary to bring the Building and Property in full compliance and conformity with the mandatory requirements of the Americans With Disabilities Act within a reasonable time of learning of such responsibility during the term of this Agreement and any extension hereof.

17. ADDITIONS AND ALTERATIONS TO THE BUILDING.

17.1 The Chamber shall not make any changes, additions, alterations or improvements to the Building or Property without the prior written consent of the Town.

17.2 All expenses, fees and costs pertaining to any such changes, additions, alterations or improvements shall be timely paid by the Chamber, including all permits, licenses, and water and sewer system development fees required in connection therewith. The Chamber shall not permit any mechanic's lien or materialman's lien, or any other liens to be filed against the Building or the Property for any labor or material furnished to them.

- 17.3 Any alteration or addition to the Building, including wall-to-wall carpeting, panelling or other wall covering, and any other article attached or affixed to the floor, wall or ceiling of the Building shall become the property of the Town and shall remain upon and be surrendered with the Building as a part of it at the termination of this Agreement or any extension hereof. The Chamber hereby waives all rights to any payment or, compensation therefor. Provided, however, that the Town may request the Chamber, prior to the termination of this Agreement or any extension hereof, to remove any and all such additions, alterations or fixtures placed or installed by it in the Building and the Chamber shall repair any damage caused by such removal.
18. REMOVAL OF FIXTURES. Prior to the commencement of the Lease term, the parties shall jointly prepare a list of the fixtures contained within the Building which shall be and remain a part of the Building. The Chamber may remove any of its fixtures which are not a part of the Building at the termination of this Agreement or any extension hereof provided that it properly repairs all damage caused by such removal.
19. HOURS OF OPERATION. The Chamber shall provide adequate personnel to operate the Visitor Center seven (7) days per week 365 days a year, with the exceptions of Tuesdays-Thursdays in the off-seasons at the discretion of the Chamber (see Visitor Center Policy). Operating hours will be 9-5 pm with reasonable flexibility to manage the hours of operation to best accommodate the tourists. Council will be notified of any changes in the scheduled hours.
20. SIGNS. The Chamber shall be permitted to place a sign or signs upon the Building or Property provided that they are first approved by the Town, which approval shall not be unreasonably withheld, and appropriately permitted as otherwise required by the Town's ordinances. Any such signs shall be properly maintained in an attractive condition.
21. DEFAULT BY CHAMBER. Any of the following events shall constitute a default of this Agreement by the Chamber:

21.1 The failure of the Chamber to perform or observe any covenant, agreement or obligation contained herein if such failure continues for 30 days following written notice to it by the Town, provided that if the nature of the Chamber's failure is such that more than 30 days is reasonably required to cure the default, then the Chamber shall not be deemed to be in default if it commences such cure within the 30 day period and thereafter diligently pursues such cure to completion.

21.2 An assignment of this Agreement or the leasehold created hereby for the benefit of creditors of, or by the Chamber.

21.3 The filing of any case, petition or answer by or against the Chamber under the provisions of the Federal Bankruptcy Act or successor legislation.

21.4 Any petition or other proceedings by or against the Chamber for the appointment of a trustee, receiver or liquidator of the Chamber or of any of the Chamber's property.

21.5 Any attachment or execution levied upon the Chamber's property or its interest under this Agreement.

22. TOWN'S REMEDY UPON THE CHAMBER'S DEFAULT. If any of the above defaults occurs, the Town shall have the right to terminate this Agreement.

23. DEFAULT BY THE TOWN. If the Town shall default in the performance of any covenant, agreement or obligation to be performed by it pursuant to this Agreement, and such default continues for 30 days after written notice thereof by the Chamber to the Town, then the Chamber shall have the right to cure such default with the reasonable costs and expenses thereof to be paid by the Town within 15 days after receiving a statement therefor. Provided, however, that if such default cannot reasonably be cured within such 30 day period, then the Town shall not be deemed to be in default if it shall commence such cure within the 30 day period and thereafter diligently pursue such cure to completion. Should no cure for a Town default of performance be agreed up, Chamber has the right to terminate this Agreement after the 30 day written notice period.

24. SURRENDER OF THE BUILDING AND PROPERTY. The Chamber agrees that on the last date of this Agreement or any extension hereof, or upon termination of this Agreement, it will quietly and peacefully leave and surrender the Building and Property to the Town in as good condition as at the commencement of this Agreement, ordinary wear and tear excepted.

25. AUTOMATIC TERMINATION. It is agreed that if a building permit for construction of the Building is not issued and construction of the Building is not commenced on or before July 1, 1996, this Agreement shall terminate and be of no force or effect.

26. TAXES PAYABLE BY CHAMBER. The Chamber shall promptly pay all taxes and assessments levied upon the personal property and fixtures of the Chamber located within the Building and on the Property.

27. DESTRUCTION OF BUILDING. In the event that the Building or any part thereof is damaged as a result of fire, destruction, or other casualty or peril, the Town or Chamber shall have the right to continue this Agreement and to repair and replace the

Building in as good a condition as it was prior to such damage. Such election shall be made by giving written notice to the other party within 90 days from the date of such damage. If the parties agree to terminate the Agreement, the Chamber shall immediately surrender the Building to the Town. If an election is made to repair the Building, the same shall be done as expeditiously as reasonably possible.

28. ASSIGNMENT AND SUBLETTING. The Chamber shall not assign this Agreement, in whole or in part, nor sublet all or part of the Building or Property without the prior written consent of the Town, which consent shall be granted or withheld at the Town's sole discretion.

29. EXECUTION AND RATIFICATION. This Agreement shall be ratified by resolution of the Board of Directors of the Chamber and subscribed and sealed by the President and Secretary of the Chamber. It shall be adopted by Ordinance of the Town.

30. ARBITRATION. The parties agree that prior to filing an action to enforce, interpret or construe the provisions of this Agreement, the parties shall enter into good faith arbitration with an arbitrator agreed to between the parties, or appointed by the Gunnison County District Court Judge, as a condition precedent to filing any such litigation.

31. ATTORNEYS' FEES. If any action is brought in a court of law by either party to this Agreement as to the arbitration, enforcement, interpretation or construction of this Agreement or any document provided for herein, the substantially prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

32. WAIVER. No assent, express or implied, by either party to any breach hereof by the other shall be deemed to be a waiver of any subsequent or other breach.

33. APPLICABLE LAW AND VENUE. This Agreement is entered into in Gunnison County, Colorado and it is agreed that it shall be construed pursuant to Colorado law, and that the proper jurisdiction and venue of any action pertaining hereto shall be in the District Court of Gunnison County, Colorado.

34. NOTICES. All notices required hereunder shall be in writing and shall be delivered in hand, or sent by certified mail to the parties at their respective addresses set forth above. Either party may change its address by giving written notice of the change to the other party.

35. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

36. CAPTIONS. The captions are inserted only as a matter of convenience for

reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

37. SEVERABILITY. If any provision, covenant, clause or agreement contained in this Agreement or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements or the validity of this Agreement as a whole.

38. OPTION TO RENEW LEASE AGREEMENT. The Chamber shall have the option to renew this Agreement for an additional term of 10 years subject to the following conditions:

38.1 The Chamber shall give the Town written notice of its intention to renew this Agreement not less than 120 days prior to the end of the initial term hereof.

38.2 On or after the date written notice of intent to renew the Agreement is provided to the Town, the Chamber is not in default of the Agreement.

38.3 If reasonably necessary in the public interest, the parties shall reasonably renegotiate any of the conditions and covenants hereof for the extended term.

**IN WITNESS** WHEREOF, the parties have executed this Agreement in duplicate to be effective as of the date first written above.

**TOWN:**

TOWN OF CRESTED BUTTE, a Colorado home rule municipality

**CHAMBER:**

THE CRESTED BUTTE/MT. CRESTED BUTTE CHAMBER OF COMMERCE, INC., a Colorado nonprofit corporation



**To:** Mayor Schmidt and Town Council

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

**Thru:** Dara MacDonald, Town Manager

**Subject:** **Bywater Release of Option Block 79 4, 10, 11 and Block 78 Lot 6**

**Date:** May 4, 2020

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**Background:**

At this time, closings on Phase 2 are set to close over the next month. These closings will put 10 locals and renters in new homes. To allow these properties to close, the Town will need to lift its option to purchase the units back in the case of a default in Phase 2 by Bywater. The new homes for locals will still have the Master Deed Restriction to protect the properties in perpetuity.

**Recommendation:**

A Council person make a motion followed by a second to set Ordinance 15, Series 2020 to a public hearing for May 18, 2020.

**ORDINANCE NO. 15**

**SERIES 2020**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE PARTIAL RELEASE OF THE TOWN'S OPTION TO REPURCHASE TOWNHOUSE UNITS CONSTRUCTED ON BLOCK 78, LOT 6, AND BLOCK 79, LOTS 4, 10 AND 11, IN THE PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, GUNNISON COUNTY, STATE OF COLORADO**

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

**WHEREAS**, the Town owns an interest in Block 78, Lot 6 and Block 79, Lots 4, 10 and 11, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado, under an Option Agreement with Bywater LLC and Community Banks of Colorado, a division of NBH Banks recorded April 4, 2019, at Reception No. 659377 of the records of the Gunnison County Clerk and Recorder (the "Phase 2 Property"); and,

**WHEREAS**, Bywater has substantially completed the construction of the Townhouse Units on the Phase 2 Property pursuant to the Contract to Buy, Sell and Develop Deed Restricted Housing in the Town's Paradise Park subdivision entered into by the Town and Bywater on February 28, 2019, and the Amendment to this Contract dated August \_\_, 2019; and,

**WHEREAS**, the Town no longer needs to exercise its option under the Option Agreement to repurchase any of the Townhouse Units that were constructed on the Phase 2 Property since the Units are ready to be conveyed to the qualified purchasers; and,

**WHEREAS**, the Town Council hereby finds that it is necessary and suitable, and in the best interests of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Town release and relinquish its option granted under Option Agreement with Bywater and Community Banks of Colorado, as set forth herein.

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

**Section 1. Authorization to Release Town-owned Deed Restrictions.** The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to release the following described property from Town's option under the Option Agreement recorded April 5, 2019, at Reception No. 659377 of the Gunnison County Clerk and Recorder, to wit:

Block 78, Lot 6  
 Block 79, Lots 4, 10 and 11  
 Paradise Park Subdivision,  
 Town of Crested Butte, Gunnison County, Colorado

according to the plat recorded August 29, 2002, at Reception No. 523289, the Replat of Block 79 recorded on April 27, 2016, at Reception No. 639098, of the records of the Gunnison County Clerk and Recorder (the “Phase 2 Property”).

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the partial release of the Town’s option under the Option Agreement upon the Phase 2 Property, following approval thereof by the Town Attorney.

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

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

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





## Staff Report

May 4, 2020

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Proposed public health order to require face coverings within the Town of Crested Butte

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**Summary:** During the special meeting of the Town Council on April 27, 2020, the Council directed that they would like to consider a requirement that people in the Town of Crested Butte wear face masks when interacting with people outside of their household. With Council direction, the Town Manager is prepared to impose the attached order mandating the use of facial coverings as may be amended by the Council.

**Background & Discussion:** On March 11, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 a pandemic. COVID-19 was first identified in Gunnison County in the second week of March, 2020 and has seen 106 positive tests for the virus as of April 30, 2020. Wearing facial coverings when social distancing cannot be maintained is recommended by the Centers for Disease Control, the State of Colorado and Gunnison County and is mandated for employees of critical businesses who interact with fellow employees or the public within Colorado.

Several Colorado communities have chosen to mandate that facial coverings be worn by all people when outside of their households and unable to maintain social distancing, or upon entry to a place of business that is open to the public. These communities include Wheat Ridge, Aspen, Boulder and Glenwood Springs. Some of these communities have chosen to purchase masks or other face coverings for limited distribution to members of the public at critical businesses.

Gunnison County Emergency Operations has prepared signs that businesses can display in their entries. These signs advise employees and customers to wear a face covering or mask. An example of the sign is attached.

The draft order would require face coverings in the following situations:

- when entering and while inside of a place of business open to the public, and
- in such other public indoor or outdoor places where persons are unable to maintain safe social distancing (six or more feet separation) from others not of their own household.

Exceptions to the requirement are drafted as follows:

- Nothing herein shall require the wearing of face coverings by the following persons:
- Persons under the age of two years; and
- Persons for whom a face covering would not be possible without causing impairment to health due to an existing health condition.
- Persons working in a professional office who do not have any face-to-face interactions with the public.

As drafted the order would be in effect from 6:00 a.m. on Wednesday, May 6<sup>th</sup> until May 31, 2020 or when Gunnison County moves to Phase 2 of the Re-opening Plan, whichever is sooner

Enforcement for not complying with the order would fall under the typical enforcement provisions for the Town. However, it is not the intention or desire of the Town Manager or the Marshals to chase people down with a tape measure and drag them into court if they are in violation of the order. As with all situations, compliance is the priority of the Marshals' department and they will always utilize education and warnings as a first and often second resort. The language in the order in no way limits the discretion on the part of the Marshals to seek compliance, but it does allow them the regulatory enforcement tools in case compliance cannot be achieved.

**Climate Impact:** The Town should continue to encourage the use of cloth face masks that can be washed and reused. N95 or surgical style masks are most often not designed for reuse and cannot be recycled.

**Financial Impact:** There is no financial impact to the Town for imposing the order.

**Legal Review:** The Town Attorneys have reviewed the draft order.

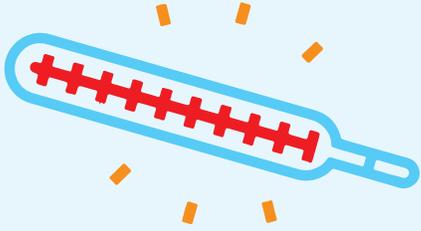
**Recommendation:** If the Council wishes to proceed with a requirement that people in Town wear facial coverings they should advise what, if any, changes they would like to see made to the order prior to issuance and pass a motion finding that it is appropriate for the Town Manager to issue such an order.

**Proposed Motion:** A Council member should make a motion that, "the Town Council finds that it is appropriate and in the interests of the public health, safety, and welfare and would further protect property and civil order, for the Town Manager to issue this Public Health Order" followed by a second and roll call vote.



# ATTENTION

## ALL EMPLOYEES AND CUSTOMERS



**AVOID ENTERING THIS  
LOCATION IF YOU HAVE A  
COUGH OR FEVER.**



**WEAR A FACE COVERING  
OR MASK.**



**MAINTAIN A MINIMUM SIX-FOOT  
DISTANCE FROM ONE ANOTHER.**



**SNEEZE / COUGH INTO A  
CLOTH OR TISSUE OR, IF NOT  
AVAILABLE, INTO ONE'S ELBOW.**

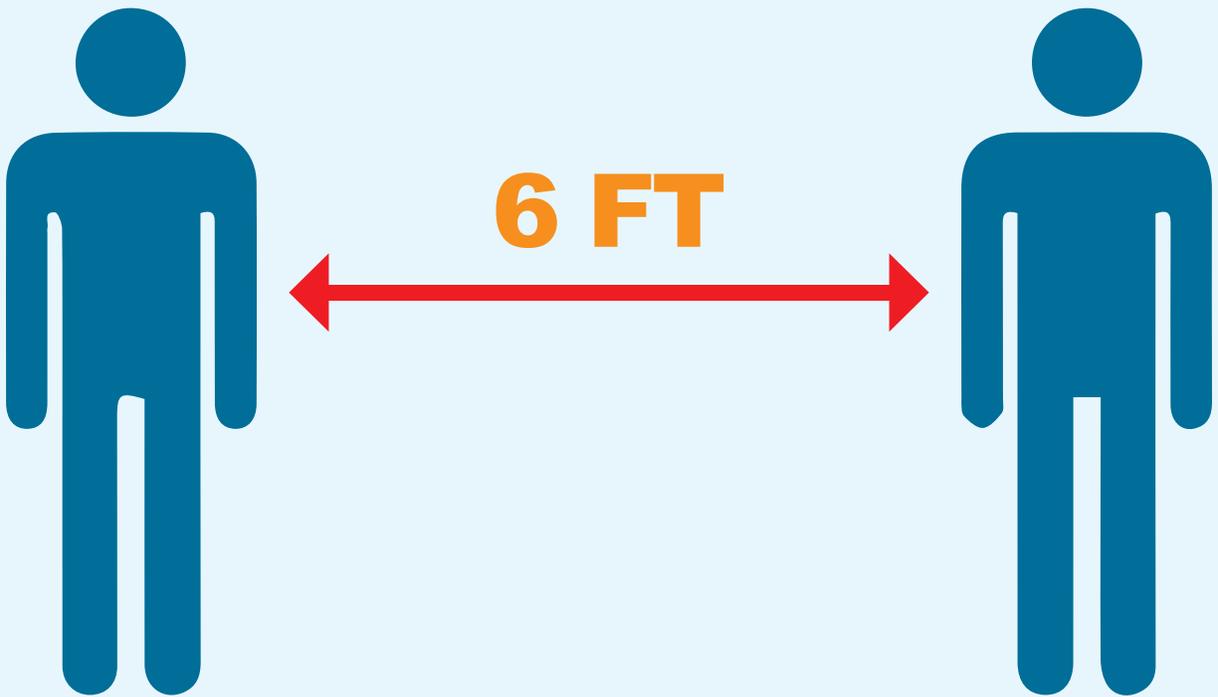


**DO NOT SHAKE HANDS  
OR ENGAGE IN ANY UNNECESSARY  
PHYSICAL CONTACT.**

# ATTENTION

ALL EMPLOYEES AND CUSTOMERS

## SOCIAL DISTANCING PROTOCOL



**MAINTAIN A MINIMUM SIX-FOOT DISTANCE  
FROM ONE ANOTHER WHILE AT  
THIS LOCATION.**



A PUBLIC HEALTH ORDER OF THE TOWN OF CRESTED BUTTE, COLORADO FOR  
THE PROMOTION OF HEALTH AND SUPPRESSION OF DISEASE TO REQUIRE FACE  
COVERINGS WITHIN THE TOWN OF CRESTED BUTTE

WHEREAS, COVID-19 is a highly contagious virus that originated in China and has since spread to numerous countries around the world, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization declared the worldwide outbreak of COVID-19 a public health emergency of international concern, and on January 31, 2020, the United States Department of Health and Human Services declared the virus a public health emergency; and

WHEREAS, on March 10, 2020, the Governor of Colorado declared a State of Emergency for the State of Colorado due to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the outbreak of COVID-19 a pandemic; and

WHEREAS, pursuant to the Colorado Disaster Emergency Act, C.R.S., Section 24-33.5-701, et seq., the Town of Crested Butte (“Town”) has identified a local disaster currently present in the Town, to wit, the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from COVID-19 requiring emergency action to avert danger or damage and to protect public health; and

WHEREAS, pursuant to C.R.S. Section 24-33.5-709, Crested Butte Municipal Code Chapter 2, Section 9, and the emergency management and operations plans and resolutions of Crested Butte, Colorado, on March 13, 2020 the Town Council declared a local disaster emergency; and

WHEREAS, this Public Health Order is being issued to limit the health impacts of COVID-19. This Order sets forth requirements for the public to utilize face coverings inside of public places, to slow the spread of the COVID-19 virus; and

WHEREAS, this Order is adopted pursuant to the legal authority set forth in C.R.S. Section 31-15-401(b), and Crested Butte Municipal Code Chapter 2, Section 9, as well as all other applicable laws, rules, regulations, orders and declarations. Under this authority, the Town Manager of Crested Butte is empowered to “exercise emergency powers permitted by state and local law... [and] may promulgate regulations or issue orders as he or she deems necessary to protect life and property, preserve critical resources, or otherwise implement the Town’s

Emergency Response Plan”; and

WHEREAS, the Town’s authority to issue this Order is in addition to those exercised by the Governor of Colorado, State of Colorado Department of Public Health and Environment, and Gunnison County Department of Public Health; and

WHEREAS, the Centers for Disease Control and Prevention recommends wearing face coverings in public settings to prevent the spread of COVID-19; and

WHEREAS, the Town finds that these actions will limit the cascading impacts on critical services by limiting spread of COVID-19. This Order and actions will help hospitals, first responders, and other healthcare services continue to provide services for those who need them (along with utilities, human services, and businesses) in the coming weeks and months. Collective action can save lives and is in support of the most vulnerable in our community; and

WHEREAS, the Town Council finds that it is appropriate and in the interests of the public health, safety, and welfare and would further protect property and civil order, for the Town Manager to issue this Public Health Order.

#### Section 1. Definitions.

Face Covering shall mean a uniform piece of material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands.

#### Section 2. Face Coverings required.

All persons shall wear Face Coverings:

- a. when entering and while inside of a place of business open to the public, and
- b. in such other public indoor or outdoor places where persons are unable to maintain safe social distancing (six or more feet separation) from others not of their own household.

#### Section 3. Exceptions.

Nothing herein shall require the wearing of face coverings by the following persons:

- a. Persons under the age of two years; and
- b. Persons for whom a face covering would not be possible without causing impairment to health due to an existing health condition.
- c. Persons working in a professional office who do not have any face-to-face interactions with the public.

Section 4. General Information for all Persons.

Pursuant to federal Centers for Disease Control guidance, the public is strongly encouraged to wear cloth Face Coverings that:

- a. fit snugly but comfortably against the side of the face;
- b. are secured with ties or ear loops;
- c. include multiple layers of fabric;
- d. allow for breathing without restriction; and
- e. are able to be laundered and machine dried without damage or change to shape.

Section 5. Effective Date and Time, Limitations and Area.

The Public Health Order will become effective at 6:00 a.m. on May 6, 2020, unless otherwise specifically provided for herein, and will remain in effect until May 31, 2020 or when Gunnison County moves to Phase 2 of the Re-opening Plan, whichever is sooner. This Order is effective within the entirety of the territory of the Town of Crested Butte, Colorado.

Section 6. Most Restrictive Standard Controls.

To the extent any state and/or federal orders or laws are more restrictive than what is set forth herein, such orders control. As of the date of this Order, the CDPHE has issued an order that requires masks in certain situations. Please refer to CDPHE Public Health Order 20-28.

Section 7. Violations and Penalties.

A violation of this Order is a violation of Section 10-2-90 of the Municipal Code of the Town of Crested Butte "Municipal Code."

Pursuant to Section 1-4-20 of the Municipal Code, any person who fails to comply with this Order is subject to a fine not exceeding one thousand dollars (\$1,000) per violation per day or by imprisonment not exceeding one year, or both.

ADOPTED by the Town Manager of the Town of Crested Butte on 5<sup>th</sup> day of May 2020.

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Dara T. MacDonald, Town Manager

THE PUBLIC IS DISCOURAGED FROM ATTEMPTING TO ACQUIRE HEALTH CARE AND INDUSTRIAL FACE COVERINGS THAT ARE NECESSARY TO PROTECT HEALTH CARE WORKERS DURING THE COVID-19 PANDEMIC.



## Staff Report

May 4th, 2020

**To:** Mayor and Town Council  
**From:** Rob Zillioux, Finance and HR Director  
**Through:** Dara MacDonald, Town Manager  
**Subject:** Purchasing Policy – 2020 modification in response to COVID 19 crisis

**Summary:** The COVID 19 recession has hit Crested Butte and Gunnison County small businesses hard. Town Council directed staff to evaluate the current Purchasing Policy and modify so as to best help local small businesses, while still providing strong price / value equations for Town spend. Spending locally, when possible, will help boost the local economy, which in turn will help drive Town sales tax.

As discussed during the April 27<sup>th</sup> special Council meeting, recommended modifications to the Purchasing Policy, by resolution, for the rest of 2020 are as follows:

- Increase price handicap for local (Gunnison County) business from 5% to 10%, regardless of the contact amount. Purchases must still be made within the confines of the approved 2020 Town Budget. Any budget amendment must still be approved by Town Council
- Allow for diversification of local businesses receiving business from Town
- Threshold requirement for open bids on public works related projects will be raised from \$50,000 to \$100,000
- Emergency purchasing. The Finance Director or Town Manager, subject to review by the Town Council, shall have the right to make emergency purchases in excess of the limits of this policy and without using the aforementioned procedures when there exists a threat to public health, welfare, or safety under emergency circumstances. This existing provision will be modified to include COVID 19 economic crisis, along with public health and welfare.

**Recommendation:** Staff recommends the Town modify its Purchasing Policy by way of Resolution No. 14 Series 2020

**Proposed Motion:** Motion and a second to approve Resolution No 14 Series 2020 at the May 4th Town Council meeting.



Resolution No. 14 Series 2020

**A Resolution of the Crested Butte Town Council Amending the Town of Crested Butte's Purchasing Policy**

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

WHEREAS, sections 4-6-10 and 4-6-20 of the Municipal Code of the Town of Crested Butte require the Town Council to adopt and amend from time to time a purchasing policy by resolution for goods, services and public improvements; and

WHEREAS, the COVID-19 Pandemic necessitates amendments to the Town's purchasing policies to implement more stream-lined practices and ensure that local vendors are given preference when the Town purchases goods, services and contracts for the construction of public improvements; and

WHEREAS, purchasing policies that give a preference to local vendors serves a public purpose by reinvesting tax dollars into the community.

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

1. **Purchasing Policy.** The Town hereby adopts and shall implement the Purchasing Policy attached hereto as **Exhibit A** ("Purchasing Policy").
2. **Repeal and replace.** This Resolution shall have the effect of repealing and replacing earlier purchasing policies that may have been adopted by Council or the Town Manager.
3. **Effective date.** The effective date of this Resolution shall be the date that this Resolution is adopted by the Town Council.

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

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST

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

(SEAL)

## Purchasing Policy

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**Purpose.** The purpose of these policies and procedures is to provide for the fair and impartial treatment of all persons involved in purchasing by the Town of Crested Butte. The intent is to maximize the purchasing value of public funds. It is also intended to encourage effective economic competition while providing safeguards for maintaining a purchasing system with quality and integrity. Further the policy will ensure cash is disbursed only for authorized expenditures after the receipt of acceptable goods or services is verified and that all expenditures are properly recorded in the accounting system and reported in financial reports.

**Goals and objectives.** The following goals and objectives are intended to be minimum standards which shall apply to the Town of Crested Butte's purchase of goods and services:

- A. Comply with and the Town of Crested Butte Home Rule Charter.
- B. Provide the Town the best economic advantage, while maintaining the highest quality of services and goods necessary to accomplish the functions of municipal government.
- C. Provide a uniform procedure for the purchase of materials, equipment, and services.
- D. Consolidate purchases to achieve maximum economic benefits, wherever possible.
- E. Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services.
- F. Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.
- G. Secure all applicable federal and state tax exemptions appropriate to purchases or contracts for services.
- H. Assure applicability to all Town departments, including elected offices.

**Responsibility.** The Finance Director shall be the purchasing agent for all departments, offices, and divisions of the Town. The Finance Director may recommend such further written procedures as are necessary to implement the policies stated herein.

Expenditures are authorized by the Town Council in the budget process. Individual purchases of goods or services included in the approved budget shall be authorized by the Town Manager, head of the department to which the item(s) will be charged or an authorized employee. Prior to payment for goods and services, the purchaser must provide the Finance Department evidence of receipt and approval of the purchase.

Authority to Purchase. The following personnel will have the authority to purchase for the Town of Crested Butte:

A. The Finance Director, in cooperation with the Town Manager, are hereby designated as the monitoring agents for the acquisition of goods and services, in accordance with the budget approved by the Town Council. The Finance Director may choose to further delegate purchasing authority.

B. Town Council or the Town Manager must approve and sign the following types of contracts:

1. Multi-year contracts of any nature;
2. Contracts for service;
3. Real estate contracts;
4. Purchase of goods or services over \$50,000.

C. Any requests to purchase goods or services of \$1,000 or greater that were not included in the approved budget must be approved by council prior to committing funds.

D. The Town Manager and department heads must manage their expenditures within the level of detail as approved by council. For example, if council approves total expenditures for a department, staff may allocate those dollars differently between line items. However, if council approves expenditures by type (personnel, supplies, purchased services, etc.), staff must manage dollars within those categories.

**Tax-Exempt Status.** As a government municipality, the Town is exempt from sales and use taxes. All personnel with purchasing authority should be made aware of this to ensure the Town is not billed for taxes. A copy of the Town's tax exempt certificate may be obtained through the finance department.

**Ethical relationships with vendors and suppliers.** All Town personnel are obligated to establish and maintain ethical relationships with all vendors or suppliers of Town goods and services. Acceptance or solicitation of entertainment, loans, gifts, or special consideration from vendors or suppliers for personal benefit by Town personnel is prohibited. The following are examples of unacceptable Town employee relationships with vendors or suppliers. The list is not intended to be all-inclusive. Town employees must also consider the appearance of fairness and propriety in their relationships with Town vendors or suppliers.

A. Seeking or accepting directly from any persons, partnerships, corporations, or other business entities or representatives which are doing or seeking to do business with the Town of Crested

Butte, services, cash or loans, vacations or pleasure trips, or any gifts exceeding the value of \$50.00.

B. Knowingly over- or underestimating the requirements of this policy and/or bids or failing to disclose the existing requirements in order to avoid doing business with a particular vendor or supplier.

C. Misrepresenting competitors' prices, quality, or services in order to obtain concessions from vendors or suppliers.

D. Having personal investments in any business entity which will create a substantial conflict between private interests and public duties when the Town of Crested Butte employee is involved in making a particular purchasing decision.

Inexpensive advertising items bearing the name of a vendor, such as pens, pencils, paper weights, cups, caps, candy, calendars, etc., are not considered articles of value or gifts in relation to this policy.

**Purchase requisitions.** A purchase requisition formalizes (internally) the approval to purchase goods or services from a specific vendor. The Town of Crested Butte requires a requisition for any purchase of \$5,000 or greater. Procedure:

A. A purchase requisition can be in the form of a vendor quote or purchase order. Purchase requisitions must include the following:

1. Requisition date;
2. Item to be purchased (including item number, quantity, and description);
3. Account number to be charged;
4. Amount – projected cost of purchase;
5. Shipping costs; and
6. Authorized signature.

B. After the purchase requisition is completed, approved and signed (can be e:mail approval) by the department head or designee, the Finance Director or Town Manager must co-sign for any requisition over \$5,000. The approved purchase requisitions (copy) are filed (vendor file and/or requisition e:folder). It is the responsibility of the department to keep a copy of the purchase requisition and administer the purchase (order with vendor, acknowledge receipt, accept and approve invoice for interim and final payments).

**Cooperative purchasing.** This is the process of bidding like requirements with other governmental entities to purchase in quantities. This practice may sometimes be beneficial for all entities involved as it may result in lower per-unit costs, while still assuring bid requirements are met. When cooperative bidding is done, each entity shall supply its own requirements; however, one entity shall be chosen to administer the bid process. Bid awards are to be determined either on an individual basis or as a total, whichever is the most cost-effective to all bidders.

**State bid awards.** State bid awards made by the Purchasing Division of the state of Colorado are available for use by local government agencies to purchase goods and services at a reduced price due to quantity discounts. Using the state bid awards does not require the bidding process by individual entities.

**Bulk purchasing.** Whenever feasible, purchasing shall be done in bulk in order to take full advantage of discounts. Departments shall be responsible for anticipating needs in a timely fashion in order to consolidate and expedite purchasing of the same type of supplies or contracts. Examples include cleaning supplies, fuel, routine maintenance materials, and office supplies

**Emergency purchasing.** The Finance Director or Town Manager, or designee, subject to review by the Town Council, shall have the right to make emergency purchases in excess of the limits of this policy and without using the aforementioned procedures when there exists a threat to public health, welfare, or safety under emergency circumstances.

**Formal bid purchase procedure.** The Finance Director or Town Manager, or designee, acting as the purchasing officer for the Town of Crested Butte, shall follow the procedures set forth in this section to call for competitive bids for all public improvements for the Town of Crested Butte.

All work done by the Town in the construction of works of public improvement with a cost of \$100,000 or more must be done by awarding a contract to the lowest responsible bidder on open bids. It is unlawful to divide work into two or more separate projects for the sole purpose of evading or attempting to evade this requirement. The Town is also required to advertise for and receive bids for technical or professional services (excluding legal services), incidental assistance, and equipment. Hiring outside help to address an emergency situation that poses a threat to public health and safety is deemed "incidental assistance" for purposes of this policy. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

A. The Finance Director, Town Manager, or designee, shall require a request for bid be published at least two times in a newspaper of legal record in the Town of Crested Butte. The publication of the invitation to bid shall not be less than 14 days prior to the date set for the official bid opening.

B. The Town reserves the right to reject any and all bids, and the right to disregard all nonconforming, nonresponsive or conditional bids. If conflicts arise between the provisions of

the text and any table, illustration, graphic depiction, or number or calculation, the provisions of the text shall apply. In the event that all bids exceed the funds allocated in the Town of Crested Butte's budget, the Town reserves the right to reduce the scope of work or reject all bids. The Town may negotiate with the lowest responsible bidder to reduce the scope of work as required to conform to the funds available. Entering into negotiations does not guarantee the subsequent award of the bid.

C. The Town shall conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Town's satisfaction within the contract time. The Town reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Town's satisfaction. If the contract is awarded, it will be awarded to the bidder who, by evaluation, the Town determines will best meet the Town's interest.

D. The Town may consider the qualifications and experience of the subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) identified for any portion of the work. Operating costs, maintenance considerations, performance data and guarantees of time, materials and equipment may also be considered by the Town.

E. For public works and construction projects of \$50,000 or greater, the Town requires performance, labor and materials bonds at 100% value.

**Disqualification of bids.** Failure to complete the bid form or to meet the requirements identified in the bid specifications shall constitute grounds for the rejection or disqualification of a bid. A bid will not be accepted from, nor shall a contract be awarded to, any person, firm, or corporation that is in arrears to the Town of Crested Butte upon debt or contract, or that is a defaulter on surety or otherwise upon any obligation to the Town. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the project and that they have the necessary financial resources to complete the proposed work.

***Bid openings.*** All bids shall be open to the public. Bids not submitted by the required deadline are ineligible for consideration and will not be opened.

**Award of contract.** The Town shall issue a notice of award (verbal or written) to the successful bidder within a reasonable time frame following the bid opening. Failure to enter into a contract with the Town within a specified time frame shall be just cause for annulment of the award, and forfeiture of the bid guaranty (if applicable). The award of the contract may then be made to the next higher and qualified bidder in the same manner as previously prescribed.

**Bids for construction contracts of \$100,000 and over.** The bid procedure for construction contracts equal to or greater than \$100,000 shall be the same as set forth for purchase of tangible goods, services, and supplies in this chapter except:

A. When contracting with a consulting or engineering firm for construction projects, said consulting or engineering firm shall be responsible for preparation of the invitation to bid and bid specifications and contracts.

B. All invitations to bid for construction contracts in any amount greater than \$50,000 shall include requirements for bid security. Bid security shall be a bond provided by a surety company authorized to do business in the state of Colorado. Bid security for construction contracts in any amount greater than \$50,000 but less than \$500,000 shall be in an amount that covers 5 percent (5%) of the estimated project cost. Bid security for construction contracts in any amount greater than \$500,000 shall be in an amount that covers 10 percent (10%) of the estimated project cost.

C. Following a sufficient period of time for review and inspection by Town staff, all bids for a construction or services contract of \$100,000 and over shall be awarded by the Town Council at a regular meeting or at a special meeting called for such approval, authorizing the mayor, mayor pro tem, Town Manager or designated department head to sign said contract.

**Informal purchase procedure.** An informal bid process is required for all purchases estimated to cost between \$5,000 and \$100,000.

Department heads or their designees may obtain informal bids on purchases with a cost of less than \$100,000. This may be accomplished by emails or similar communication where vendors provide written quotes.

- a. Informal bids or quotations must include the name of the firm, name of person providing the information, delivery date and terms, payment terms.
- b. A minimum of three quotations shall ordinarily be required.
- c. A refusal to bid constitutes a bid but cannot be the only other bid received. Every effort must be made to receive at least two actual bids.
- d. The award shall be made to the vendor meeting the specifications of the bid, having the lowest price and giving consideration to service, quality and delivery. The Town shall reserve the right to reject any and all bids.
- e. Written documentation of the bids signed by the purchaser shall be submitted to the Finance Director for filing and will be kept in accordance with the Document Retention Schedule.
- f. The Finance Director shall be responsible for assuring proper documentation is present prior to payment.

**Requirements for informal and formal bids per purchase.**

<b>Threshold</b>	<b>Bids/Proposal</b>	<b>Notice</b>	<b>Authorization</b>
<b>Up to \$500</b>	Buyer's best judgement	None required	Staff
<b>Up to \$5,000</b>	Buyer's best judgement	None required	Supervisors / Managers
<b>\$5,001 - \$25,000</b>	Informal Bids required.	None required	Department Head
<b>\$25,001 - \$100,000</b>	Informal Bids required.	None required	Department Head, Finance Director, and Town Manager
<b>\$100,001 and over</b>	Formal Purchase. Formal bids or proposals shall be required.	Request for bids shall be advertised twice in a newspaper of legal record a minimum of 14 days prior to the date set forth for bid opening.	Town council

**Local preference.** It is the intention of the Town of Crested Butte whenever possible to use, without significant additional cost to the taxpayers, local businesses for the purchase of goods and supplies and all general services. The Town intends to give local businesses an advantage in the bidding process so that funds received from such contracts will be spent by the employees of local businesses in the local economy. For the purposes of this policy, a "local business" shall be defined as any business located or based in Gunnison County. If a purchase is equal to or less than \$200,000, a local business shall be awarded a contract if its bid is within 10 percent of the lowest responsible bidder who does not have the local business designation. If a purchase is more than \$200,000, a local business shall be awarded a contract if its bid is within three percent of the lowest responsible bidder who does not have the local business designation. In the event that the two lowest responsible bidders each have a local business designation, the lowest responsible bidder shall be awarded the contract. The provisions of the local preference shall be suspended if prohibited by an external source including, but not limited to grantors, creditors, contractual agreements, or force of law. Moreover, and in response to the 2020 COVID19 crisis,

Town Manager and Finance Director have the ability to diversity business awards so as to assist as many Gunnison County businesses as possible.

**Formal/informal bid exceptions.** The following shall be exempt from formal or informal bidding:

- A. Purchases from federal, state or other local government units;
- B. Purchases made through other governmental entities as may be authorized by ordinance or statute;
- C. Equipment repairs; and
- D. Purchases where use of any other than specific vendors would result in incompatible component parts or would otherwise disrupt or impair services being provided or single vendor availability. Justification for these exceptions to the bid process must be approved by the Town Manager or Finance Director. A sole source purchase (the designation of a manufacturer or “brand name only” for goods or a specific vendor for service) is permitted only when fully justified by the requester. Competitors’ deficiencies shall also be documented. All requests for sole source purchase must have a statement addressing conflict of interest.

**Procedures.** Purchases may be made by one of the following means:

- A. Open account – The preferred method of payment for most Town purchases is through an open account, where the vendor sends invoices for goods and services directly to Accounts Payable.
  - a. Only the Finance Director and Town Manager have authority to apply for credit to open revolving accounts with vendors.
  - b. A Form W-9 must be obtained from all vendors subject to 1099 reporting prior to issuing a payment for services.
  - c. If employees are authorized to make small purchases on open accounts with vendors, they must sign off on the charge slip to acknowledge their receipt of the goods. The charge slip is to be turned into Finance to match with the vendor statement.
  - d. Invoices or, in the case of certain open accounts, the statements are mailed directly to Accounts Payable by the vendor and then routed to the department head for review and approval.
  - e. By signing off on the invoice, the approver is verifying the following:
    - i. The purchase was for Town business.
    - ii. The purchase was made within the approved budget.
    - iii. The delivered goods or services were acceptable to you.
    - iv. The invoice agrees to what you agreed to pay upon ordering the item (amount, terms, etc.).
    - v. The charge is within your approval authority.
  - f. Approval of invoices must be evidenced by the authorized employee’s signature or distinguishable initials and the date.

g. All invoices in excess of \$25,000 must also be approved by the Town Manager.

B. Town credit card – Certain employees – typically department heads and managers, are issued a Town credit card to use for travel and the purchase of miscellaneous goods and services.

- a. Credit card holders shall submit an expense report (credit card itemization is acceptable) monthly to document usage of the credit card. Documentation submitted with the expense report must include the original invoice or actual receipt. The business purpose must be clearly documented.
- b. Each purchase on the itemization must be coded to the correct budget and account.
- c. Complete a separate expense report for each credit card billing cycle and ensure that the total being reported agrees to the total per the credit card statement.
- d. The card holder is responsible for collecting and submitting the expense report and associated invoices.

C. Expense Reimbursements – Employee may submit an expense reimbursement form for mileage reimbursement and/or the infrequent occasion when items have been purchased for Town business using the employee's own funds.

D. Check request – Should be used on the very infrequent occasion that a purchase is initiated when a vendor invoice or contract is not available to submit to accounting.

- a. The purchaser should always obtain an invoice or some form of documentation from the vendor. The check request is only to be used when the vendor documentation is unavailable or does not provide the necessary information to describe the nature of the expense, payment due dates, etc.
- b. The requestor must sign the check request and, if the purchase amount exceeds the requestor's purchase authority, the requestor's supervisor must also approve the check request.
- c. The requirements in A.e. above also apply to check requests.

E. Petty cash – Used only in approved locations for small items that cannot be charged to a credit card or open account.

Any time that an expense is incurred for multiple Town employees, the employee with the highest seniority must pay the bill. This will avoid a situation where a manager may be approving his or her own expenses. (For example, if a manager and staff members attend an out of town training seminar and one bill is incurred for a meal for all employees, the manager must be the one to pay the bill.)

Checks must contain the signature of someone other than the invoice approver or check requestor.

### **Multiple Year Obligations.**

Article X of the Colorado Constitution prohibits municipalities from entering into direct or indirect multiple fiscal year financial obligations without prior voter approval or without adequate cash

reserves pledged irrevocably and held for payments in all future years. The Colorado Court of Appeals has held that contracts which are expressly subject to annual appropriation or non-renewal are not obligations within the meaning of this provision.



April 22, 2020

Ms. Dara MacDonald  
 Town of Crested Butte  
 PO Box 39  
 Crested Butte, CO 81224

*Dara & Council —  
 We're so pleased to steward  
 the funds for CB State of  
 Mind. Thank you!*

Dear Dara,

We're so pleased and grateful to receive your generous grant for Crested Butte State of Mind. We serve this group as fiscal sponsor, and we are greatly impressed with their dedication, energy and growth over a very short time.

After a rash of suicides shocked our small mountain paradise several years ago, a group of community members recognized the critical need of increased support for mental health services and banded together to serve and heal our community. CB State of Mind works to promote emotional health, reduce stigma surrounding mental health issues, and improve access to care and support for everyone who needs it.

Thank you for investing in dedicated efforts to lower the rate of suicide and provide these critical services to our community.

Warm regards,

Pamela G. Montgomery  
 Executive Director

~~~~~

*Tax Receipt*

*We're most grateful for your grant of \$9,800.00 for Crested Butte State of Mind, which we received on April 21, 2020. Because you have received neither goods nor services in exchange for your gift, it is tax deductible to the extent allowed by law. You may wish to consult your accountant, tax preparer or attorney to take full advantage of such benefits. Our Tax ID # is 31-1650658. Your gift will be included in our Annual Report, unless you advise us otherwise.*

**Agenda**  
**BOARD OF ZONING and ARCHITECTURAL REVIEW**  
**Tuesday**  
**April 28, 2020**

- 4:00 Call to Order.
- 4:02 Review and approve the minutes from the **February 25, 2020** BOZAR meeting.
- 4:04 Consideration of the application of **Town of Crested Butte** to site a single family residence and cat barn to be located at 2/4 Tenth Street, Block 80, Lot 1 in the P zone. (Wasinger/SOAR students)  
**- Architectural approval is required.**  
**- A conditional use permit for public owned housing in the P zone is required.**
- 6:00 Miscellaneous:
  - o DRC for May 11 and 18 \_\_\_\_\_ (BOZAR is May 26<sup>th</sup>)
  - o DRC for June 8 and 15 \_\_\_\_\_ (BOZAR is June 23<sup>rd</sup>)
  - o Process for future DRC meetings
- 6:10 Adjourn

To Join the meeting: <https://zoom.us/j/121825871>

Or iPhone one-tap :

US: +16699006833,,121825871# or +13462487799,,121825871#

Or Telephone:

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

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

Webinar ID: 121 825 871

***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, May 5, 2020

Council Chambers

#### 1. VIDEO CONFERENCE INSTRUCTIONS

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. CALL TO ORDER

#### 3. ROLL CALL

#### 4. 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.

#### 5. APPROVAL OF MINUTES

5.1. Approval of the April 21, 2020 Regular Town Council Meeting Minutes

#### 6. REPORTS

##### 6.1. Town Manager's Report

##### 6.2. Town Council Reports

##### 6.3. Other Reports

6.3.1. Tourism and Prosperity Partnership – Winter Admissions Tax Report – 2019/2020 – Daniel Kreykes

#### 7. CORRESPONDENCE

#### 8. OLD BUSINESS

8.1. Discussion and Possible Consideration of Modifying the Town of Mt. Crested Butte's International Residential Code Sprinkler Requirements – Carlos Velado

8.2. 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

- 8.3. Discussion and Possible Consideration of Ordinance No. 2, Series 2020 – An Ordinance of the Town Council of the Town of Mt. Crested Butte Amending Ordinance No. 9, Series 2019 – Repealing and Reenacting Chapter 11 Licenses and Business Regulations, Article 1. In General – Kathy Fogo and Joe Fitzpatrick

**9. NEW BUSINESS**

- 9.1. Discussion and Possible Consideration of Purchasing Units in Homestead – Joe Fitzpatrick

**10. OTHER BUSINESS**

**11. 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 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: 4 hours

**TUESDAY****APRIL 28, 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. Public Hearing**

*Please see the e-packet for the public hearing format. The City of Gunnison is asking concerned citizens to submit their comments in writing for the scheduled Public Hearing by 4:00 pm on Tuesday, April 28, 2020 or to attend the public hearing virtually. Written comments will be read into the record during the hearings.*

**A. Public Hearing for Gunnison Rising PUD Development Standards**

Background: The purpose of this public hearing is to receive input on the merits of a Major Change to a PUD application, ZA 20-1, to revise zoning designations and amend the Gunnison Rising PUD Development Standards. This hearing is to discuss the Zoning Plan, Land Use and Dimensional and Design Standards. Due to the large size of the Gunnison Rising PUD file, it is available online. Click on the link Gunnison Rising Application Materials on page 9 of this epacket.

Staff Contact: Community Development Director Anton Sinkewich

Estimated Time: 90 minutes

**III. 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.*

**IV. Action Items:****A. Approval of the April 14, 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 following 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 April 14, 2020 Regular Session meeting minutes.

Estimated time: 2 minutes

**B. Contract for Taylor Canyon Campground Host**

Background: At the last City Council Regular Session on April 14, 2020, Council instructed staff to look into the concerns that were raised about the carrying capacity, public access, and other issues related to Campfire Ranch's proposal for Camp Host at Taylor Mountain Park. Council also directed staff to write a contract for services for Council to review.

Staff Contact: Interim Parks and Recreation Director Dan Vollendorf

**Action Required of Council:** A motion to authorize the City Manager to execute any and all documents with Campfire Ranch, including the contract.

Estimated Time: 30 minutes

**C. Ordinance No. 4, Series 2020; First Reading:** *An Ordinance of the City Council of the City of Gunnison, Colorado, for the regulation of traffic by the City of Gunnison, Colorado; adopting by reference the 2020 edition of the "Model Traffic Code for Colorado"; repealing all ordinances in conflict therewith; and providing penalties for violation thereof*

Background: Council was provided an overview and discussion of the 2020 Model Traffic Code in January. Based on that discussion and follow-up with public works and community development the attached ordinance adopting the 2020 Model Traffic as amended is attached

Staff contact: Police Chief Keith Robinson

**Action Requested of Council:** Introduce, read by title only by the City Attorney, motion, vote to pass and order to publish Ordinance No. 4, Series 2020 on first reading.

Estimated time: 20 minutes

**D. City of Gunnison Weed Advisory Board Appointment**

Background: On July 26, 2016, Council passed Ordinance No. 10, Series 2016.

This ordinance outlined the process for Council to appoint a Weed Advisory Board, which can make recommendations to Council regarding undesirable plant management within the City of Gunnison.

Staff contact: City Clerk Erica Boucher

**Action Requested of Council:** To proceed with one of the following three options: 1) To appoint the Gunnison City Council as the City's Weed Advisory Board; 2) To appoint the Gunnison Basin Weed Commission as the City's Weed Advisory Board and designate a City staff member to participate in the Gunnison Basin Weed Commission; or 3) Create and appoint a City Weed Advisory Board from selected landowners and individuals living in the vicinity of the city.

Estimated time: 10 minutes

**E. COVID-19 Response and Recovery**

Background: City staff continues to provide City Council with updates on the City's support of the EOC for COVID-19 and present ideas about supporting community recovery.

Staff contact: City Manager Russ Forrest

**Action Requested of Council:** To provide staff with direction on actions that Council deems appropriate regarding recovery for the City of Gunnison.

Estimated time: 45 minutes

**V. Reports:**

- Community Development Semi-Annual Report
- 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.**

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

166

**DATE:** Tuesday, April 21, 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
  - Minutes Approval:
    1. 3/17/20 Regular Meeting
    2. 3/19/20 Special Meeting
  - 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. Liquor License; SkyHighColorado LLC dba The Nugget Café; April 6, 2020 – April 6, 2021
    2. Intergovernmental Agreement; Region 10
    3. Resolutions; Shady Island River Park Project
    4. BOCC Letter of Support; Marble Broadband Project
    5. Contract Amendment No. 3; Colorado Department of Public Health & Environment
    6. Grant Application; Community Collaboration Grant; Choice Pass Program Scholarships
    7. Grant Application; State of Colorado; COVID-19 Emergency Assistance; \$25,000
    8. Grant Award; Electronic Recording Technology Board; COVID-19 Emergency; \$2885.97
    9. Airline Ground Handling License Agreement & Lease
  - Scheduling
- 8:40
- County Manager's Report
- 8:50
- Deputy County Manager's Report
    1. Request to Purchase a Crack Sealer
- 9:00
- Public Hearing & A Resolution Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, A Lease Purchase Agreement, A Continuing Disclosure Certificate, An Official Statement and Certain Related Documents by the County; Approving the Forms of Related Documents; and Providing for Other Matters Relating Thereto; Gunnison County Library Project
- 9:05
- 2<sup>nd</sup> Addendum to the Developmental Improvements Agreement; Whetstone Industrial Park
- 9:10
- Lot Cluster; Robert & Pamela Taylor
- 9:15
- Vouchers & Transfers
  - Sales Tax & Local Marketing District Reports
  - Purchase Card Reports
- 9:20
- Treasurer's Report
- 9:25
- 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.
  - Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
  - Adjourn

*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**

167

**DATE:** Tuesday, April 21, 2020

**Page 2 of 2**

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

**Zoom Meeting:**

**Time:** Apr 21, 2020 08:30 AM Mountain Time (US and Canada)

**Join Zoom Meeting**

**<https://zoom.us/j/91420914128?pwd=Q01sZVJ4Z1NvL2xwZTIRdIFXc0poZz09>**

**Meeting ID: 914 2091 4128**

**Password: 481801**

**One tap mobile**

**+14086380968,,91420914128#,,#481801# US (San Jose)**

**+16699006833,,91420914128#,,#481801# 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**

168

**DATE:** Thursday, April 23, 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 23, 2020 04:00 PM Mountain Time (US and Canada)

**Join Zoom Meeting**

**<https://zoom.us/j/99296604962?pwd=Tk9nNWZ6ak5zVnMwL0RCQkpDY0VSUT09>**

**Meeting ID: 992 9660 4962**

**Password: 485374**

**One tap mobile**

**+14086380968,,99296604962#,,#485374# US (San Jose)**

**+16699006833,,99296604962#,,#485374# US (San Jose)**

**GUNNISON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION & SPECIAL MEETING AGENDA -Revision #1**

169

**DATE:** Tuesday, April 28, 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:**

- 8:30 am
- COVID-19 Response
  - Adjourn

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

- 9:30
- Possible Executive Session Pursuant to C.R.S. 24-6-402 (4)(b) Conference with the County Attorney and Deputy County Attorney to receive legal advice and 24-6-402(4)(d) Details of Security Arrangements Regarding Covid-19 and County Responses (ADDITION)

**Zoom Meeting:**

**Time: Apr 28, 2020 08:30 AM Mountain Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81001430830?pwd=UHdDYnlxZ1BaQ1IycW8ycDVNN0phdz09>**

**Meeting ID: 810 0143 0830**

**Password: 603601**

**One tap mobile**

**+16699006833,,81001430830#,,#,603601# US (San Jose)**

**+13462487799,,81001430830#,,#,603601# US (Houston)**

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

170

**DATE:** Thursday, April 30, 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 30, 2020 04:00 PM Mountain Time (US and Canada)**

**Join Zoom Meeting**  
**<https://us02web.zoom.us/j/82450260542?pwd=SGpRYlp2S3haL09MOTRQzZ5N0ZBZz09>**

**Meeting ID: 824 5026 0542**  
**Password: 166758**  
**One tap mobile**  
**+14086380968,,82450260542#,,1#,166758# US (San Jose)**  
**+16699006833,,82450260542#,,1#,166758# US (San Jose)**

**May 18, 2020 – Start at 6PM – Will Convene as Both Council and Planning Commission****Consent Agenda**

BOZAR Appointments

Thursday Night Farmers Market Special Event Application

**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.

Ordinances from May 4<sup>th</sup> Meeting

**Old Business**

Updated Financial Forecast and Discussion, Q1 Financial Summary

**New Business**

Ordinance – BOZAR Guidelines Adoption

Ordinance – Verizon Tower Lease

Ordinance – Station 1 Lease

Ordinance – PUD Ordinance

**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