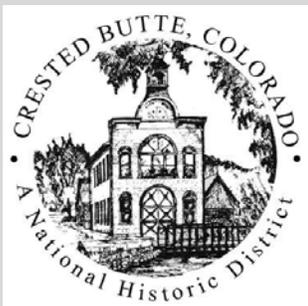


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, July 10, 2017
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

7:00 WORK SESSION

1) Discussion with Chief Marshal Mike Reily on Parking, Speeding, and Code Enforcement.

7:30 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

7:32 APPROVAL OF AGENDA

7:34 CONSENT AGENDA

- 1) June 19, 2017 Regular Town Council Meeting Minutes.
- 2) Crested Butte Arts Festival Closing Elk Avenue from 2nd Street to Mid-Block 5th Street, 2nd Street from Alley to Alley, and 3rd Street from Alley to Alley from August 4 to August 6, 2017.
- 3) Yeti Tribe Gathering Located at the Town Gravel Pit Area on July 21 to July 23, 2017.
- 4) Approval of Spring Community Grants.
- 5) Letter of Support for Nordic Center Request for Trail Easement on McCormick Ranch.
- 6) Resolution No. 40, Series 2017 - Resolutions of the Crested Butte Town Council Authorizing the Town Manager to Enter Into a Service Agreement With the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.
- 7) Resolution No. 41, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Marshall-Jones Minor Subdivision Located Within the NW ¼ NE ¼ Section 3 Township 14 South, Range 86 West, of the 6th Principal Meridian, Town of Crested Butte, Gunnison County, Colorado.
- 8) Resolution No. 42, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Appointment of M'Lissa Story and Don Seastrum to the Crested Butte Creative District Commission for Three Year Terms.
- 9) Resolution No. 43, Series 2017 - Resolutions of the Crested Butte Town Council Awarding a Temporary Arts Installation Located at the Center for the Arts in an Amount Not to Exceed \$3,000.
- 10) Resolution No. 44, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Lease Agreement for the Rental of 721 Butte Avenue Unit I Located in Poverty Gulch with Robert Nevins.
- 11) Proclamation for the Trust for Public Land (TPL).

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

7:41 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.

7:48 STAFF UPDATES

8:00 PUBLIC HEARING

1) Ordinance No. 16, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Section 16-6-320 Location of P.U.D. Overlay for Rectories and Charity Pantries in the "R1c" Zone and Adding Definitions in Section 16-1-10 for Such Uses. ²

8:10 NEW BUSINESS

1) Presentation by Emily Artale on Low Income and Non-Low Income Residential Energy Efficiency Program and Possible 2018 Funding Request.

8:30 2) Resolution No. 45, Series 2017 - Resolutions of the Crested Butte Town Council Approving the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.

8:45 3) Update and Presentation by Community Development Director Michael Yerman on the Slate River Annexation Process and Future Agreements.

9:10 4) Discussion and Possible Action Regarding Selection of a Developer for the Brush Creek Parcel.

9:30 5) Ordinance No. 17, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 403 Second Street to the Crested Butte Mountain Theatre, Inc.

9:35 6) Ordinance No. 18, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 508 Maroon Avenue to Crested Butte Mountain Educational Radio, Inc. DBA KBUT.

9:40 7) Ordinance No. 19, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 6, Article 5 of the Crested Butte Municipal Code to Amend Regulations for Certain Businesses that Sell, Manufacture, and Test Retail Marijuana and Marijuana Products.

9:45 LEGAL MATTERS

9:50 COUNCIL REPORTS AND COMMITTEE UPDATES

10:05 OTHER BUSINESS TO COME BEFORE THE COUNCIL

10:20 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, July 24, 2017 - 7:00PM Regular Council
- *Tuesday*, August 8, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, August 21, 2017 - 6:00PM Work Session - 7:00PM Regular Council

10:25 ADJOURNMENT



Staff Report

July 10, 2017

To: Mayor Michel and Town Council

Thru: Dara MacDonald, Town Manager

From: Chief Marshall Michael Reily
Community Development Director Michael Yerman
Rodney Due Public Works Director

Subject: Parking and Traffic Work Session

Summary:

In 2014, a comprehensive analysis of the Town's transportation system was reviewed by the Town Council. The plan and some key studies are attached to this staff report. There have been several outcomes and projects are currently underway from the recommendations from these studies. The key factor in determining the projects that the Council is working towards was the limited funding for transportation projects.

Projects currently underway from the 2014 Transportation Plan: (\$ Amounts are Budget not actual because some projects are currently underway)

Red Lady Intersection \$900,000 - Town staff is currently lobbying the Gunnison Valley TPR for funding for this project to begin design in 2020 and construction in 2022. The CDOT funding request is an additional \$1.6 million bring the total budget to \$2.5 million for this project.

Upgrades to Clark Bus Stop \$12,000 – Drainage, bus pullout, and additional paving to upgrade the bus stop.

Transit Center \$414,000 - The construction of the transit center is underway. This facility will make major upgrades to restrooms and include covered bike parking to encourage regional transportation use.

Purchase of the 3rd Street Parking Area for \$830,779.00, \$569,000 was from Payment in Lieu – The town purchased the parking area behind the Pita's lot for additional parking in the core, and as an essential snow storage area in the winter.

Paving of Public Parking \$425,000- Paving of several parking areas is underway. Paving has already occurred at 3rd and Elk Avenue and the Pita's Lot. Utilities have been extended to accommodate the eventual paving of the 4-way. The 4-way lot will be expanded to allow for additional parking. The Town assisted with crack sealing at the School lot for special event parking. The Public Works yard was paved to improve employee parking. The tennis courts were paved last year to expand parking at

this location. The Fire Station and public parking behind Soupcon are also slated to be paved this fall. This will expand the number of spaces in each of these lots by defining parking places.

Wayfinding \$75,000 - The wayfinding committee has been meeting monthly to develop designs for wayfinding throughout Town. These signs will help visitors navigate around the Town and identify underutilized satellite parking areas.

Fixed Electronic “Your Speed” Signs \$9,000 – Two additional fixed electronic “Your Speed” signs are planned to be installed this year at the northern entrance of Town and on Elk Avenue. These signs will allow the Your Speed trailers to be moved to alternative problem speeding areas.

Expanded Bus Service – Both Mt. Express and the RTA have expanded bus service throughout the entire valley over the past two years.

Deli Trail and Rec Path Upgrades \$75,000 – Significant upgrades were completed in 2015 to improve regional pedestrian and bike access to Mt. CB, Riverbend and Skyland.

Special Events – Special events close Elk Avenue during peak days of the year to create a pedestrian environment. Elk Avenue experienced significant road closures over the past 3 years; 45 days in 2014, 46 days in 2015, and 49 days in 2016.

2017 Full Depth Reclamation and Maintenance and Repair \$490,000 – Every five years the Town pays cash for significant maintenance and repairs to Town streets. This is a where a majority of the Town’s Property Tax Mill Levy is spent. Approximately \$1,200,000 is needed every five years for maintenance and repair of the existing streets. In 2014 the Town spent \$26,000 on R&M. In 2015 we spent \$146,000 on paving and R&M. In 2016 \$126,000 on paving and R&M.

Be Safe Be Seen – A community policing based program to reward safe bicyclists in the Town has been initiated by the Marshalls Department. The program has been completely funded by community donations.

15 MPH Speed Signs \$400 each – Every year the Town purchases additional 15 MPH speed signs for the center of the streets. **The town purchases about 3 of these signs per year, not including replacement panels. The Town averages about \$3000 per year in sign replacement.**

Total Funds budgeted in over the last 4 years for Parking, Transit, and Parking \$2,969,000*
***Does not include staff wages for managing or constructing projects**

Next Steps:

Despite these efforts, parking and traffic issues continue to be a priority for the Town Council. The Town staff recognizes the issues are vast and there is not a simple single solution. Also many potential ideas and solutions would have cause and effect relationships with the surrounding neighborhoods where implemented. Lastly, these issues differ from summer to winter seasons.

New regulations, policies, or enforcement will have different ramifications for many of the core essential services the town provides including the Mt. Express bus service and Marshalls, Public Works, and Parks and Recreation Departments. The business community which relies on public parking areas along Elk Avenue would also be effected. Lastly, neighborhoods surrounding the commercial corridors will feel effects of possible solutions that are implemented.

Discussion:

In an effort to continue to be proactive in addressing traffic and parking issues the Town needs investigate possible solutions. The staff is suggesting a committee or working group be formed which can discuss new ideas which will result in a comprehensive overhaul of summer and winter parking regulations and additional infrastructure capital projects to improve customer relations and develop parking options which will, at minimum:

- Encourage regional transit system use
- Encourage pedestrian movement versus driving
- Encourage bicycle use versus driving
- Discourage prolonged parking, especially from Sopris to Maroon Avenues from the 10-500 blocks Elk Avenue core
- Investigate possible paid parking during peak demands
- Increase enforcement and compliance of parking and traffic regulations
- Encourage use of public parking lots
- Seek options for satellite parking programs
- Improve signage
- Continue proactive education of existing regulations
- Overhaul the Winter Parking (WP) program to:
 - Permit better access for snow removal (cars moved regularly)
 - Streamline the winter ticketing/towing process
 - Improve signage for the WP program to gain compliance with obvious regulations

Direction requested at this time:

Given the possible impacts of new solutions community wide, staff is recommending a committee or working group be formed to develop ideas for the Council's consideration for the 2018 budget cycle and beyond. Staff recommends the working group meet bi-weekly for the next couple months to discuss possible ideas and solutions with the intention to bring recommendations to the Council on October 2nd.

Key participants should include staff representatives from the Marshalls, Public Works, and Community Development Departments. Representatives from Mt. Express and the RTA should also be invited to join the committee. Staff is looking for direction from the Council on members who are interested in participating and recommendations on the number citizens and business owners to include in the committee.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, June 19, 2017
Council Chambers, Crested Butte Town Hall

Mayor Pro Tem Mason called the meeting to order at 7:06PM.

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

Staff Present: Acting Town Manager Michael Yerman, Interim Town Attorney John Sullivan, and Public Works Director Rodney Due

Town Clerk Lynelle Stanford and Parks and Recreation Director Janna Hansen (for part of the meeting)

APPROVAL OF THE AGENDA

Yerman stated item #1, under New Business, Resolution No. 36, was removed from the agenda because the IGA needed to be amended.

Schmidt moved and Merck seconded a motion to approve the agenda with the deletion of item #1 from New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) June 5, 2017 Regular Town Council Meeting Minutes.**
- 2) Big Mountain Enduro in the Town Gravel Pit Area on August 17 through August 21, 2017.**
- 3) Film Shoot by Matchstick Productions LLC on Elk Avenue and 3rd Street Sidewalks on June 20, 2017 with June 21, 2017 as Back-Up Date for Weather.**
- 4) Splatterdash 5K/1K Color Fun Run and Benefit Concert in Town Park and Closing 7th Street between Red Lady and the Old Town Soccer Field and Belleview Avenue between 7th and 8th Streets on July 1, 2017.**
- 5) Resolution No. 34, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Amended Condominium Map of the Majestic Plaza Condominiums.**
- 6) Resolution No. 35, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Re-Plat of Block 79, Lot 1 Utility Easement.**

7) Letter of Support for the Crested Butte Land Trust's Grant Application to the Gunnison River Water Conservancy District for the Gunsight Bridge.

Schmidt removed item #3 from Consent Agenda, and it was added as #1 to New Business.

Merck moved and Mitchell seconded a motion to approve the Consent Agenda with item #3 moved to item #1 under New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

Marilyn Krill - 209 Whiterock

- Thanked the Council for supporting the Trailhead through the Splatterdash event.

STAFF UPDATES

Lynelle Stanford

- Informed the Council that two dispensary owners would prefer a 10PM closing time, one owner preferred it stayed the same at 8PM, and Staff would recommend 9PM for closing if the Council wanted it to be later. There was a brief discussion amongst the Council, and it was decided to discuss further under Other Business.
- Staff would be meeting this week with organizers of the race Emma Coburn announced at the last meeting.
- Staff invited Council to participate in the 4th of July parade.
- Listed upcoming special events.

Janna Hansen

- She was hoping for a soft opening at the bike park in time for Bike Week. It would be closed again based upon future construction, and there would be a grand opening later in the summer.

Rodney Due

- Paving was done at 3rd and Elk.
- Full depth recycling was in full swing.
- Mag chloride would be done next week.
- The concrete was poured for the Transportation Center.
- The interior painting and decking were done on 719 Butte, in order to put the property on the market the first week in July.
- Mitchell relayed that her neighbors had not been informed of the full-depth recycling.

Michael Yerman

- Three finalists were coming to Town for Town Planner interviews. He invited the Council to lunch to meet them.

- Wednesday night there would be a special meeting on the general plan for the Crested Butte Hotel.
- The meeting on the Brush Creek Parcel would be the Wednesday after this one at the County Courthouse.
- Council meetings in July would be on the 10th and 24th.
- Thanked Council and Staff for their help at the Town picnic.
- School kids were working on the affordable housing build.
- Cypress gained approval from the County.
- Schmidt questioned the use of the property at 719 Butte for the prospective Town Planner. Yerman explained the process and who would be eligible for the unit long-term.

PUBLIC HEARING

1) Ordinance No. 15, Series 2017 - An Ordinance of the Crested Butte Town Council Raising the Payment of Compensation to Members of the Town Council and the Mayor.

Yerman clarified the ordinance would not result in a raise for any sitting Council members, and he reviewed the Council's current pay.

Mason confirmed proper public notice had been given. He opened the public hearing. One person from the public chimed in that Council members should receive a raise. The public hearing was closed. There was no further Council discussion.

Schmidt moved and Merck seconded a motion to approve Ordinance No. 15, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Film Shoot by Matchstick Productions LLC on Elk Avenue and 3rd Street Sidewalks on June 20, 2017 with June 21, 2017 as Back-Up Date for Weather.

Schmidt stated the Council heard a lot of criticism regarding Whatever USA and closing the streets for film shoots. He wanted to ask about the street closures. Steve Winter and Michael Hansee were present from Matchstick Productions. Winter explained the shoot was on the sidewalk starting in front of the Brick. It would spill out to the north side sidewalk of Elk, to the crosswalk at 3rd, to in front of the Stash. Hansee informed the Council that there was no real closure, and they would block pedestrian traffic for a moment or two at a time. He described the notification he completed at each business.

Schmidt moved and Merck seconded a motion to approve the film shoot by Matchstick Productions LLC on Elk Avenue on June 20th. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Resolution No. 36, Series 2017 - Resolutions of the Crested Butte Town Council Approving the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.

Removed from agenda.

3) Resolution No. 37, Series 2017 - Resolutions of the Crested Butte Town Council Approving Open Space Funding Agreement for Conservation Easement.

Yerman told the Council that the resolution was for the actual funding agreement for the \$1M that was already committed. The Town's \$1M was directed to the Upper East River Valley Parcel. The agreement was to protect the Town's investment. The RETT fund was above \$1M, so the money was available.

Justin Spring was present from the Trust for Public Land (TPL). He explained the project had three phases. Phase 1 had closed, Phase 2 would close this summer, and Phase 3 would be the Upper East River Parcels. He provided a breakdown between private and public funds for the project.

Ladoulis asked Yerman to comment on the RETT. Yerman said the Town passed the \$1M mark about 6 months ago. Ladoulis confirmed no other projects were affected.

Schmidt moved and Merck seconded a motion to approve Resolution No. 37, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

4) Resolution No. 38, Series 2017 - Resolutions of the Crested Butte Town Council Adopting the Arts in Public Places Policy.

Yerman provided background that the Creative District Commissioners had presented on the draft policy at a previous work session. The policy contained two funding mechanisms. They asked the public where they would like to see public art. The first place identified was the west end of Elk. Yerman further discussed the mechanisms of funding, along with details. Mason questioned permanent versus removable art. Yerman gave examples of temporary art. Ladoulis asked about the 2% funding stream and how it impacted the appropriation process. Yerman said 2% would be added to the total cost of a project's capital request, and the public art would serve as a capstone to the capital project.

Ladoulis moved and Petito seconded a motion to approve Resolution No. 38, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

5) Ordinance No. 16, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Section 16-6-320 Location of P.U.D. Overlay for Rectories and Charity Pantries in the "R1c" Zone and Adding Definitions in Section 16-1-10 for Such Uses.

Yerman updated the Council that on May 30th, BOZAR heard a proposal from Queen of All Saints to add a rectory and charity pantry. BOZAR recognized they were not allowed in the zone district. Two definitions were being added to the Code. Yerman explained the rectory and charity pantry would be on the alley. Due elaborated it was where Town stored snow. Schmidt hated to see a residence not being used for someone who could possibly be a worker. Yerman said a big issue was the structure would be a primary structure, and there were concerns that it would be a church-related use rather than another residence on the site. Schmidt was looking for more housing.

Mitchell moved and Merck seconded a motion to set Ordinance No. 16, Series 2017 to public hearing on the July 10th meeting. **Motion passed.**

6) Funding Request for up to \$11,000.00 for the Jokerville Mine Re-Dedication Project Perimeter Fencing.

Mason questioned the bid process. Schmidt said John Murphy was the best bidder, and the other bid required the Town to install the posts.

Petito moved and Merck seconded a motion to approve the request of up to \$11,000.00 for the completion of the perimeter fencing for the Jokerville Mine Rededication Project. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

7) Possible Approval of Restaurant/Bar Seating on Public Sidewalks for Happy Place LTD DBA Django’s Located at 209 Elk Avenue.

Ladoulis recused himself and left the room.

Merck acknowledged there was sidewalk seating in the location in past years. Stanford told the Council she had not heard concerns in the past, and the diagram submitted was the same as in past years.

Merck moved and Schmidt seconded a motion to approve restaurant/bar seating on public sidewalks for Happy Place LTD DBA Django’s located at 209 Elk Avenue. A roll call vote was taken with all voting, “Yes,” except for Ladoulis, who had recused himself. **Motion passed unanimously.**

Ladoulis returned to the meeting.

EXECUTIVE SESSION

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

Schmidt moved and Ladoulis seconded a motion to go into Executive Session for the purpose stated by the Mayor Pro Tem. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Attorney Scott Miller was present for the Executive Session.

The Council went into Executive Session at 8:05PM. Council returned to open meeting at 8:55PM. Mayor Pro Tem Mason made the required announcement before returning to open meeting.

NEW BUSINESS CON’T

8) Resolution No. 39, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Development Improvements Agreement and Ditch Relocation Agreement Affecting Lots 17-27, Block 1, Lots 6-16, Block 12, Lots 1-13 and 30-32, Block 11 and Lots 17-32, Block 2, Town of Crested Butte, Colorado.

Yerman apprised the Council on the agenda item. He mentioned an agreement from 1986 that outlined development obligations. Under the updated agreement, the ditch would be realigned. Yerman referred to correspondence from Sheep Mountain Partners. He identified a significant piece was that the Town would take on maintenance of the ditch along the Kapushion property after two years. A declaratory judgment had been filed. By passing the resolution, the Town would be taking a back seat in the declaratory judgment. Town was not objecting to relocation by passing the resolution. Mason confirmed there were three partners in the ditch. Ladoulis asked if the resolution became part of the declaratory judgment proceedings, which Sullivan affirmed.

Schmidt moved and Merck seconded a motion to approve Resolution No. 39, Series 2017. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

Sullivan was working on agreements with Gary Davis at 128 Maroon Avenue. There were two agreements, including a vacation of snow easement in the back yard. There was a companion agreement with Davis and the neighbors that involved alley improvements that would facilitate better drainage. Due elaborated on the drainage. Ladoulis questioned the impacts of lost snow storage. Due said it would benefit the Town, and it would not impact overall snow storage. Ladoulis questioned the expense. Mason asked if it would come in front of the Council. Yerman stated it was being done administratively.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Laura Mitchell

- Attended a Mountain Express meeting.
- The Gothic bus was running four times a day.

- There was a short bus named Bubbles.
- They were looking for a member at large for the board.

Roland Mason

- Mountain Express was still looking at expanding the shop by Public Works. They wanted to add five bays. Due didn't know if there was room for expansion. Mason said they discussed vacating the site, but he recognized the building was paid for with transportation funds.
- They talked about bikes. A potential success would be getting the mountain bike community to use the busses, and they were looking at other options for hauling bikes.

Paul Merck

- Met with Crockett (Farnell) regarding the Center for the Arts. They were rerouting irrigation and working as quickly as they could. They were ready to dig a hole as soon as permits were approved. Yerman said they were moving towards a foundation permit.
- He left for the CML Conference tomorrow, for the week.
- The Biery-Witt Center was abandoned by the board.

Roland Mason

- Did not have RTA meeting this month, but there would be one in July.
- There would be more flights out of Dallas on American.

Jackson Petito

- He would attend the Housing Foundation meeting on Thursday. They offered the Executive Director position to Darin Higgins.

Jim Schmidt

- Attended Housing Committee meeting. They explored housing options.
- He thanked the Council, on behalf of the Cemetery Committee, for their support. He explained the Jokerville Mine Rededication would include a fence, benches, and a monument with an inscription. He described details, responding to questions from Merck.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mitchell brought up two topics: 1) cancelling work sessions in July for Alpenglow and 2) dogs at the Farmers Market. She cited problems she saw with dogs at the Farmers Market. Ladoulis had spoken to the director, and the problem was enforcement. Merck didn't know the legal ramifications with service dogs. Mitchell also mentioned that her neighbor wanted the Town to buy Rijks's Gallery and turn it into a store for a cottage industry.

Related to work sessions during Alpenglow, Schmidt concurred they could start everything for the meetings an hour later. It was decided the next work session would

start at 7PM, and the regular meeting would start at 7:30PM. There would be no work session on July 24th, and the regular meeting would start at 7PM.

The Council discussed dogs present at the Farmers Market. Yerman said the Council they had the opportunity to put conditions on their permit when it had been approved. The enforceability would be on Town this year, and it would need to be discussed with the Chief Marshal. Ladoulis wanted clarity from the State Health Department regarding dogs in the Farmers Market. Sullivan would research.

Schmidt mentioned the marijuana dispensary hours. He wanted to move closing time to 9PM, from 8PM. Mason was in favor, and no one voiced disagreement. An ordinance would be brought forward.

Schmidt brought forth the oath taken by Council members. It was an obligation of the property owners to get the proper permits. There should never be any pressure on Staff to not enforce ordinances. Schmidt mentioned that Council members should live in Town. Citizens should be assured of the highest standard.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, July 10, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 24, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Tuesday, August 8, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Yerman reiterated there would be a ½ hour work session on the 10th starting at 7PM on code enforcement. GCEA and the energy action plan would be rescheduled for August 8th.

EXECUTIVE SESSION

Mason read the reason for Executive Session: for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding a possible land purchase.

Schmidt moved and Petito seconded a motion to go into Executive Session for the purpose stated by the Mayor Pro Tem. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into Executive Session at 9:42PM. Council returned to open meeting at 9:54PM. Mayor Pro Tem Mason made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Pro Tem Mason adjourned the meeting at 9:55PM.

Roland Mason, Mayor Pro Tem

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

July 10, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Crested Butte Arts Festival Special Event Application and Special Event Liquor Permits

Date: June 6, 2017

Summary:

Juliette Eymere and Annie Tunkey, event organizers for the Crested Butte Arts Festival, submitted their application for the 45th annual festival, scheduled for August 4 – 6, 2017. Set up for the festival is proposed to begin on Thursday, August 3 at Midnight. The festival is proposed to open Friday night at 5PM. Break down for the event would be completed by 9PM on Sunday, August 6.

The event organizers proposed live music at 3rd Street and Elk Avenue on Friday from 5PM to 8PM and on both Saturday and Sunday from Noon to 6PM.

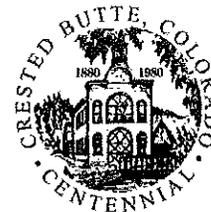
The applicant applied for two special event liquor licensed premises. The beer and wine tent would be located at 3rd Street and Elk Avenue. They would fence the perimeter of the premises, and security would control the entrances and exits. The gypsy tent at 2nd Street and Elk Avenue would be the other licensed premises. The tent would be enclosed, clearly establishing the premises, and security would be stationed at the entrance/exit to ensure no alcoholic beverages enter or leave the premises.

The festival would feature 175 visual artists, an entrance arch, interactive art installation, art auction, beer and wine pavilion, and a children's art alley. Food vendors, entertainment, and the beer pavilion would be located on Elk Avenue and 3rd Street. There would be a single row of booths down the center of Elk Avenue between 2nd and 4th Streets, with the children's art alley located at Elk Avenue and 2nd Street.

Recommendation:

To approve the special event application and special event liquor permits for the Crested Butte Arts Festival as part of the Consent Agenda.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



- A **complete** application must be submitted a **minimum** of forty-five (45) days prior to your event. A **complete** application includes all **fees** and **deposits**.
- Incomplete applications will not be accepted.
- A \$100 late fee will be charged for late applications and no applications will be accepted less than ten (10) business days prior to an event.
- In addition to the application fee and a special event permit fee, a clean-up deposit may be charged depending on the size and scale of the event (see special event fee schedule for details).
- All special events require a minimum of \$1,000,000 in general commercial liability insurance naming the Town of Crested Butte as an additional insured. If you have reserved the Big Mine Ice Arena for more than 299 people you will also need to add the Crested Butte Fire Protection District as an additional insured.
- Additional application fees are required for a Special Event Liquor License.
- Please print clearly and **legibly**
- Block parties must comply with the Block Party Policies and are not Special Events. Contact the Clerk's Office for more information.

Name of Event: Crested Butte Arts Festival

Date(s) of Event: Aug 4th, 5th + 6th, 2017

Name of Organization Holding the Event ("Permittee"): The Crested Butte Society, Inc. dba

Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Juliette Eymere

Crested
Butte Arts
Festival.

Phone: 349-1184 Cell Phone: 275-9109

E-Mail: juliette@crestedbutteartsfestival.com Fax Number: _____

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

Phone: 349-1184 Cell Phone: 209-5711 E-Mail: annie@crestedbutteartsfestival.com

Mailing Address of Organization Holding the Event: P.O. Box 324

Email Address of Organization: juliette@crestedbutteartsfestival.com Phone Number: 349-1184

Detailed Event Description: Please attach an event schedule if applicable Event Schedule Attached

The Festival will open Friday Aug 4th from 5-8pm and run through Sunday Aug 6th at 6pm. The Festival will feature 175 visual artists, an entrance arch, interactive art installations, art auction, Beer + Wine Pavilion

Event Location: (Attach map showing location of event; Also attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc):

Map Attached Showing Location of Event

Diagram Attached Detailing Event

and an Art ally. We will have the same set up as in years past.

Event Time (start time of scheduled event to end time of scheduled event): Fri Aug 4 - Sunday Aug 6
 Total Time (including set-up, scheduled event, break-down & clean-up): Thurs Aug 3 Midnight - Sunday Aug 6 9pm
 Expected Numbers: Participants: 215 Artists, vendors & entertainers Spectators: 12,500

Do You Intend to Sell or Serve Alcohol? Yes / No

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

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 and 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 (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 is Attached? Yes / No

If No, Why Not: _____

Will There Be Amplified Sound at This Event? Yes / No

If Yes, Describe: Music at 3rd & Elk Friday Aug 4 - Sunday Aug 6th from 12 - 6

Note: If there will be amplified sound during your event then the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Upon completion and submission of this application the Town will provide you with additional information, including details on how to comply with the neighborhood notification process that you will be required to follow.

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: DTM

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 Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? A large amount

What recyclable products will be generated at the event? Paper, plastic, cardboard, aluminum + glass

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 a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

We work with waste Management to haul garbage. We rent dumpsters and organize trash pick up with Waste management. We also hire an outside recycling team to do all recycling and composting using our Zero Hero Tents

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

Vulcan Security is hired to man our Beer + Wine Pavillion + the Gypsy tent. They also patrol the streets throughout the night.

Describe Plan for Parking: Public lots, On street parking & Community School parking lot will be utilized

Describe Plan for Portable Toilets and/or Restrooms: Gunnison Construction / Septic provides 7 Porta Potties.

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): Street Closures Sweeping, barricade traffic, parking control + additional police support.

Will Your Event Require Any Road Closures Yes No

If Yes, Explain in Detail Streets Closures and Times of Closures: Elk Ave Closed 1st st to 6th st. # 3rd street closed Alley to Alley, 2nd street Alley to Alley.

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

If Yes, Explain Impact: Reroute of Mtn Express. Same procedure as years past.

Will Your Event Affect Any Handicap Parking Spaces Yes No

If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:

Public Notice of Amplified Sound + Closures will be hand delivered.

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, etceteras) 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

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. Town of Crested Butte Sales Tax Application is Attached.

If Approved Would You Like Town Staff To Post The Event On The Gunnison-Crested Butte Online Community Calendar (this service is free of charge): es / No

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: The Crested Butte Arts Festival is the signature cultural event of the summer, featuring 175 juried artists, food vendors, beer + wine, live music, + entertainment, an art auction and a childrens art alley.

Contact Name & Phone Number for the Calendar: Juliette Eymore

Event Fee for the Calendar: 0 Website for More Info: www.crestedbutteartsfestival.com

The Festival opens Friday Aug 4th at 5pm and runs through Sunday com the 6th at 5pm.

Additional Applicant Comments: _____

Please Review Carefully:

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/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, 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/Idemnitor 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/Idemnitor 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. In 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

Juliette Eymore
Print Name Clearly / Signature of Applicant (Permittee)

2/24/17
Date

Application is Approved: _____ Date: _____

Farms Market

1st

2nd St

Gypsy Tent

Fencing

Security

Emergency Artist

Artists Booths.

Fencing 3rd

Ally Parking Stage

BEER + Wine

Fencing

Fencing Security

4th open

Artists Booths w/ walkways →

5th

Art of Design Suite

ALLY C-OSBO

Entrance

Farmers Market ²⁰

1st

Art Ally

Artists Booths

3rd

Food Vendors (12-14)

4th open

Artists Booths w/ Walkways &

5th

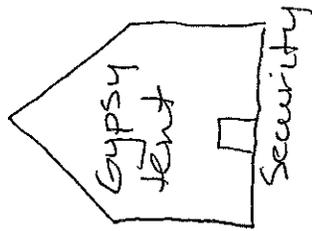
Open.

Bus turn around.

6th St ↓

AREAS of Alcohol Sales

2nd St.



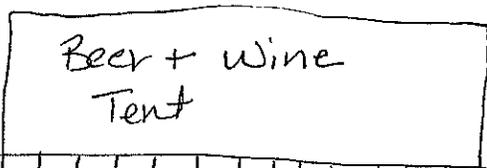
* Both tents will have paid security staff monitoring the entrance + exit.

ELK AVE

3rd St

Fencing

MUSIC



Fencing
Security

Fencing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

THE CRESTED BUTTE SOCIETY, INC.

is a

Corporation

formed or registered on 11/18/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961150141 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/08/2017 that have been posted, and by documents delivered to this office electronically through 02/09/2017 @ 12:26:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/09/2017 @ 12:26:19 in accordance with applicable law. This certificate is assigned Confirmation Number 10069026 .



Secretary of State of the State of Colorado

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Crested Butte Arts Festival

(Entity ID # 20071092183)

was filed in this office on 02/22/2007 with an effective date of 02/22/2007 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/05/2017 that have been posted, and by documents delivered to this office electronically through 06/06/2017 @ 10:18:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/06/2017 @ 10:18:28 in accordance with applicable law. This certificate is assigned Confirmation Number 10278292 .



Wayne W. Williams

Secretary of State of the State of Colorado

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

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

DR 8439 (06/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Crested Butte Arts Festival State Sales Tax Number (Required)
00517123-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
*P.O. Box 324
 Crested Butte Co. 81224*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
*Elk Ave & 2nd St.
 Crested Butte Co. 81224*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
------	---------------	---	--------------

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Joyce Lamb</i>	10/11/56	560 Shavano, <i>Crested Butte</i> Co.	349-6522
--	----------	---------------------------------------	----------

5. EVENT MANAGER <i>Juliette Eymere</i>	12/6/70	220 White Rock Ave, <i>Crested Butte</i>	275-9109
--	---------	--	----------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>Aug 5</i>				<i>Aug 6</i>											

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE *[Signature]* TITLE *Executive Director* DATE *6/6/17*

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK _____

SIGNATURE _____ TITLE _____ DATE _____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
			-750 (999) \$

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Crested Butte Arts Festival</i>	State Sales Tax Number (Required) <i>00517123-0000</i>
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, city/town and ZIP) <i>P.O. Box 324 Crested Butte Co. 81224</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Elk Ave + 3rd Street Crested Butte Co. 81224</i>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Joyce Lamb</i>	<i>10/11/56</i>	<i>560 Shawano, Crested Butte Co - 81224</i>	<i>349-6522</i>
5. EVENT MANAGER <i>Juliette Eymere</i>	<i>12/6/70</i>	<i>220 Whitlock Ave Crested Butte CO</i>	<i>275-9109</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
<i>Aug 4</i>	<i>5 p.m.</i>	<i>8 p.m.</i>	<i>Aug 5</i>	<i>10 a.m.</i>	<i>6 p.m.</i>	<i>Aug 6</i>	<i>10 a.m.</i>	<i>6 p.m.</i>						

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE 	TITLE <i>Erecting Director</i>	DATE <i>2/28/17</i>
---------------	-----------------------------------	------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE
	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

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.

From: Michael Reily
Sent: Monday, April 24, 2017 3:25 PM
To: Betty Warren
Subject: RE: Special Event: CB Arts Festival

Conditions/Comments:

Signature: Ok per CBMO with pre-event meeting required as usual.
Name: Mike

Public Works:

Signature: Rodney E. Due Date: 4/21/2017
Name (Printed): Rodney E. Due

Conditions/Restrictions/Comments:

OK would like to schedule meeting 2 weeks prior to event

Parks and Recreation:

Signature: Janna Hansen Date: 6/6/17
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:

Will provide all items requested at 6/6 meeting.

Town Clerk:

Signature: Lynelle Stanford Date: 6-6-2017
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: DARA MACDONALD Date: 6/7/2017
Printed Name (Printed): DARA MACDONALD

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

W Scott Winner 5/10/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Same comments as
last year regarding
awnings projecting into
fire lanes.

Mt. Express Bus Service:

[Signature] 4/20/17
Signature Date
Chris Lassen
Printed Name (Printed)

Conditions/Restrictions/Comments:
Same procedure as in
past years
Resolute bus - use 4 way
6th & Bellview & Teacali stops

Official Use Only:

Application Received 2/25/17 Date Distributed 4/19/17

Council Date (if applicable) ~~JUNE 19, 2017~~ ^{MS} JULY 10, 2017

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$25 Check # 7033 Date Paid 3/30/17

Permit Fee \$200 Check # 7033 Date Paid 3/30/17

Local Liquor License Fee \$125 Check # 7033 Date Paid 3/30/17
5 DAYS/2 LOCATIONS @ \$25/EA

State Liquor License Fee _____ Check # _____ Date Paid _____ Date Liq. Application Sent _____

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$200 Check # 7033 Date Paid 3/30/17 Date Returned: _____

803 Butte Avenue
P.O. Box 3482
Crested Butte, CO 81224
Ph. (970)349-5616
Fax (970)349-7214

Mountain Express

Arts Fair 2017

I am unable to attend the pre-event meeting, here is what the Mountain Express request's from both the Town of Crested Butte and the Arts Fair organizers:

- On all three days of the event we request the Town close the remaining half block of Elk Avenue between 6th Street and the exit of the bank parking lot. This allows the buses exiting the 4 Way inbound bus stop easier access getting onto Elk Avenue and back onto 6th Street
- On Friday, August 4th we request the organizers have a volunteer(s) to be stationed on Elk Avenue between 5th and 6th Streets to prevent vendor vehicles parking on Elk Avenue that would impede the buses turning onto Elk Avenue after leaving the 4 Way bus stop
- Will there be an entrance arch this year? If so, Mountain Express needs to know the assembly and disassembly times. Also in the past the arch builder has always used the 4 way bus stop as a staging area for the trailer. Please have them find a different location for the trailer
- During the times Elk Avenue is closed, the Mountain Express buses will use only the Teocalli, 4 Way and the 6th & Belleview bus stops in town. On Sunday, once Elk Avenue is reopened the buses will resume the regular route

Chris Larsen
Transit Manager



Staff Report

July 10, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Yeti Tribe Gathering Special Event Application and Special Event Liquor Permit**
Date: June 21, 2017

Summary:

Sarah Rawley proposed the Yeti Tribe Gathering on behalf of Yeti Cycling LLC. The event would be located at the Town's gravel pit area on July 21 through July 23, 2017. The organizer would begin set up on July 20 at Noon, and clean up would be completed by July 23 at 5PM. In the application, the event organizer described the event as an annual customer appreciation event for owners of Yeti mountain bikes. The event would include catered meals, space to camp, and organized group rides.

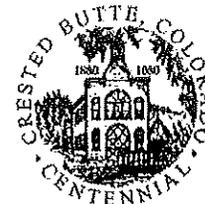
Crested Butte Mountain Bike Association (CBMBA) is the non-profit sponsor for the special event liquor permit. The liquor perimeter would be controlled by fencing, with two ingress/egress openings that would be staffed by security. Security would be checking wristbands for age verification.

The event organizer is required to allow 16 feet of accessibility along the gravel pit road for emergency vehicles and travel on the Deli Trail. Plans for security, parking, portable toilets, trash, and recycling are included in the application.

Recommendation:

To approve the Yeti Tribe Gathering Special Event Application and CBMBA's special event liquor permit as part of the Consent Agenda.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



- A **complete** application must be submitted a **minimum** of forty-five (45) days prior to your event. A **complete** application includes all **fees** and **deposits**.
- Incomplete applications will not be accepted.
- A \$100 late fee will be charged for late applications and no applications will be accepted less than ten (10) business days prior to an event.
- In addition to the application fee and a special event permit fee, a clean-up deposit may be charged depending on the size and scale of the event (see special event fee schedule for details).
- All special events require a minimum of \$1,000,000 in general commercial liability insurance naming the Town of Crested Butte as an additional insured. If you have reserved the Big Mine Ice Arena for more than 299 people you will also need to add the Crested Butte Fire Protection District as an additional insured.
- Additional application fees are required for a Special Event Liquor License.
- Please print clearly and **legibly**
- Block parties must comply with the Block Party Policies and are not Special Events. Contact the Clerk's Office for more information.

Name of Event: Yeti Tribe Gathering

Date(s) of Event: July 21-23, 2017

Name of Organization Holding the Event ("Permittee"): Yeti Cycling LLC

Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Sarah Rawley

Phone: (503) 805-0043 **Cell Phone:** (503) 805-0043

E-Mail: srawley@yeticycles.com **Fax Number:** (303) 278-6906

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

Phone: _____ **Cell Phone:** _____ **E-Mail:** _____

Mailing Address of Organization Holding the Event: 621 Corporate Circle Unit B, Golden CO 80401

Email Address of Organization: srawley@yeticycles.com **Phone Number:** (503) 805-0043

Detailed Event Description: Please attach an event schedule if applicable Event Schedule Attached

The Yeti Tribe Gathering is an annual customer appreciation event for owners of Yeti mountain bikes. The event includes catered meals Friday night - Sunday morning, space to camp, organized group rides (trailspermitted under USFS, and general festivities Friday and Saturday evenings.

Event Location: *(Attach map showing location of event; Also attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc):*

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): July 21 9 a.m. - July 23 3 p.m.
Total Time (including set-up, scheduled event, break-down & clean-up): July 20 Noon - July 23 5 p.m.
Expected Numbers: Participants: 300-325 Spectators: 25

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

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

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 and 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 (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 is Attached? (Yes) No

Renewal Received - OK LMS

If No, Why Not: Certificate will renew July 1, 2017 and we will provide updated certificate with event dates.

Will There Be Amplified Sound at This Event? (Yes) / No

If Yes, Describe: PA for announcements/music Friday and Saturday evenings.

Note: If there will be amplified sound during your event then the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Upon completion and submission of this application the Town will provide you with additional information, including details on how to comply with the neighborhood notification process that you will be required to follow.

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: _____

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 Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? up to 2, 6 yd dumpsters Cardboard,

What recyclable products will be generated at the event? comingled (mixed plastic, metal, glass)

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 a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: We are working with Waste Management in Crested Butte to manage trash and recycling services.

- 2, 6-yard front load dumpsters with Monday haul/empty
- 6, 96-gal recycle polucarts for commingle recycle with Monday haul/empty
- 1, gable top recycle unit for 3/4 cardboard/pressboard recycle and 1/4 for comingled (mixed plastic, metal, glass)

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

There will be Yeti staffing (est. 35) on-site to help manage the event, including distributing beer, checking ID's and wristbands to ensure only registered participants are partaking in the event.

Describe Plan for Parking: All RV's, campervans, pop-up trailers that will not be moving throughout the weekend will be parked in the gravel lot. All cars that will be driving in and out throughout the weekend will be parked at the school with permission from Crested Butte Community School (Julia Kidd).

Describe Plan for Portable Toilets and/or Restrooms: 12 standard portable toilet units + 2 hand wash stations contracted by Gunnison Construction and Septic Inc.

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): We are interested in renting barricades and cones from the Town of Crested Butte to block off cars driving in and out, and to section of parking/camping areas in the gravel lot. *OK-6 BARRICADES FROM PUBLIC WORKS - PER RODNEY DUE*

Will Your Event Require Any Road Closures? Yes / No

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

PW TO REMOVE DOWNED TREES FROM CFTA

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

If Yes, Explain Impact: _____

Will Your Event Affect Any Handicap Parking Spaces? Yes / No

If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:

Event organizer will take recommended measures from Town of CB to contact neighbors (phone, email, mail, in person) impacted by traffic on Friday/Sunday along Red Lady Ave/9th Street. Crested Butte

Community School has been contacted about the event and approved use of its parking lots.

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, etceteras) 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. N/A

Signature of Event Coordinator

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. Town of Crested Butte Sales Tax Application is Attached.

If Approved Would You Like Town Staff To Post The Event On The Gunnison-Crested Butte Online Community Calendar (this service is free of charge)? Yes / No

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: _____

Contact Name & Phone Number for the Calendar: _____

Event Fee for the Calendar: _____

Website for More Info: _____

Additional Applicant Comments: I have met with Janna Hansen to discuss this event in detail. I will schedule a site-visit mid-June to run through logistics/set-up of the event on-site including meeting with the tent company and caterers for layout. Please let me know if we can park RV's, campervans, pop-up trailers in the extended portion of the gravel parking lot.

Please Review Carefully:

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/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, 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/Idemnitor 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/Idemnitor 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. In 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

Sarah Rawley

Sarah Rawley

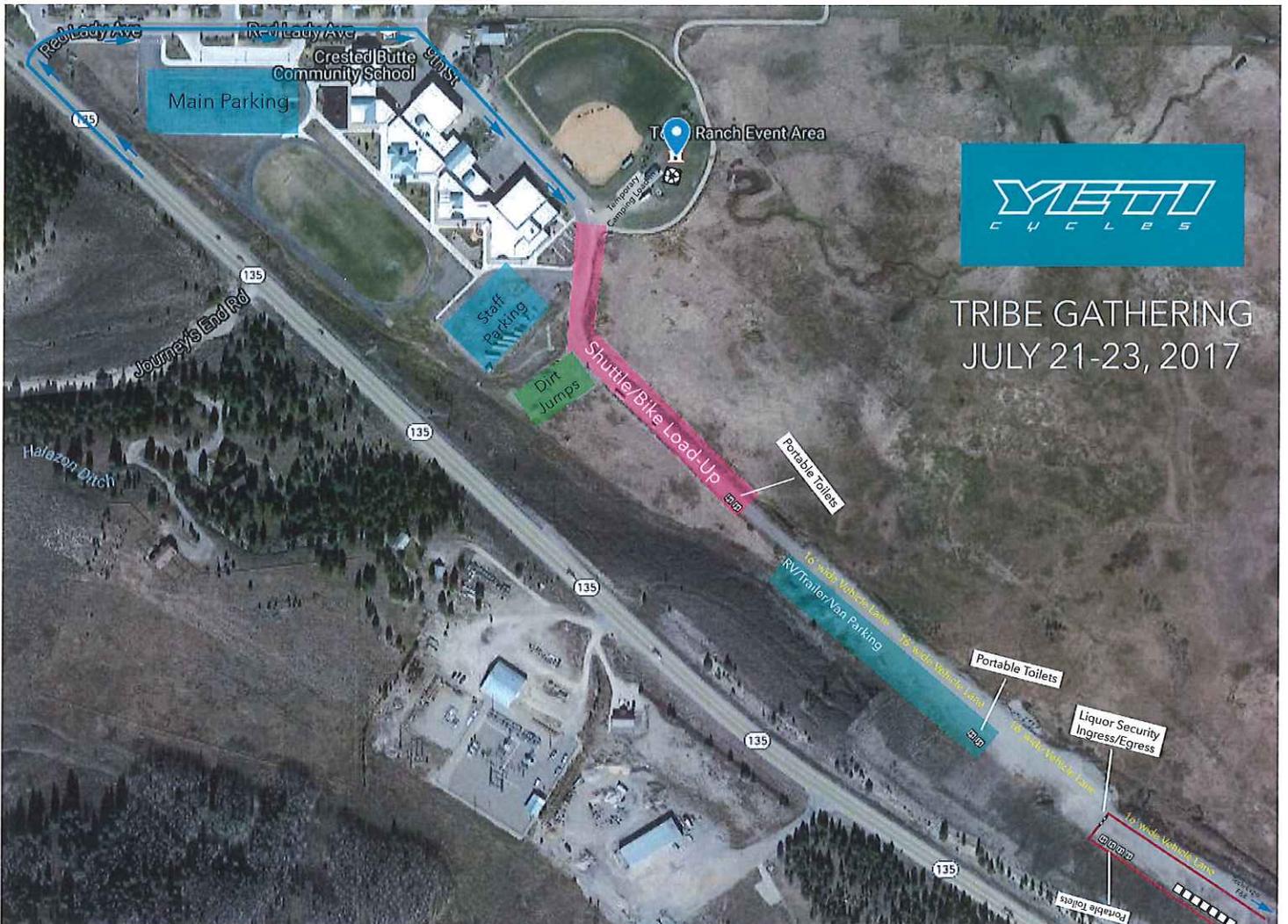
March 24, 2017

Print Name Clearly /

Signature of Applicant(Permittee)

Date

Liquor License Perimeter



06.13.2017



TRIBE GATHERING JULY 21-23, 2017

LIQUOR SECURITY

The liquor permitter will be denoted by fencing (to be rented from Center for the Arts). There will be two ingress/egress openings in the perimeter with security stationed welcoming people.

All participants part of the event will be given a turquoise wristband. All participants 21 & older will wear the yellow age verified wristband after they have been ID'd. Beer/liquor can only be consumed while wearing the 21 & Older wristband.



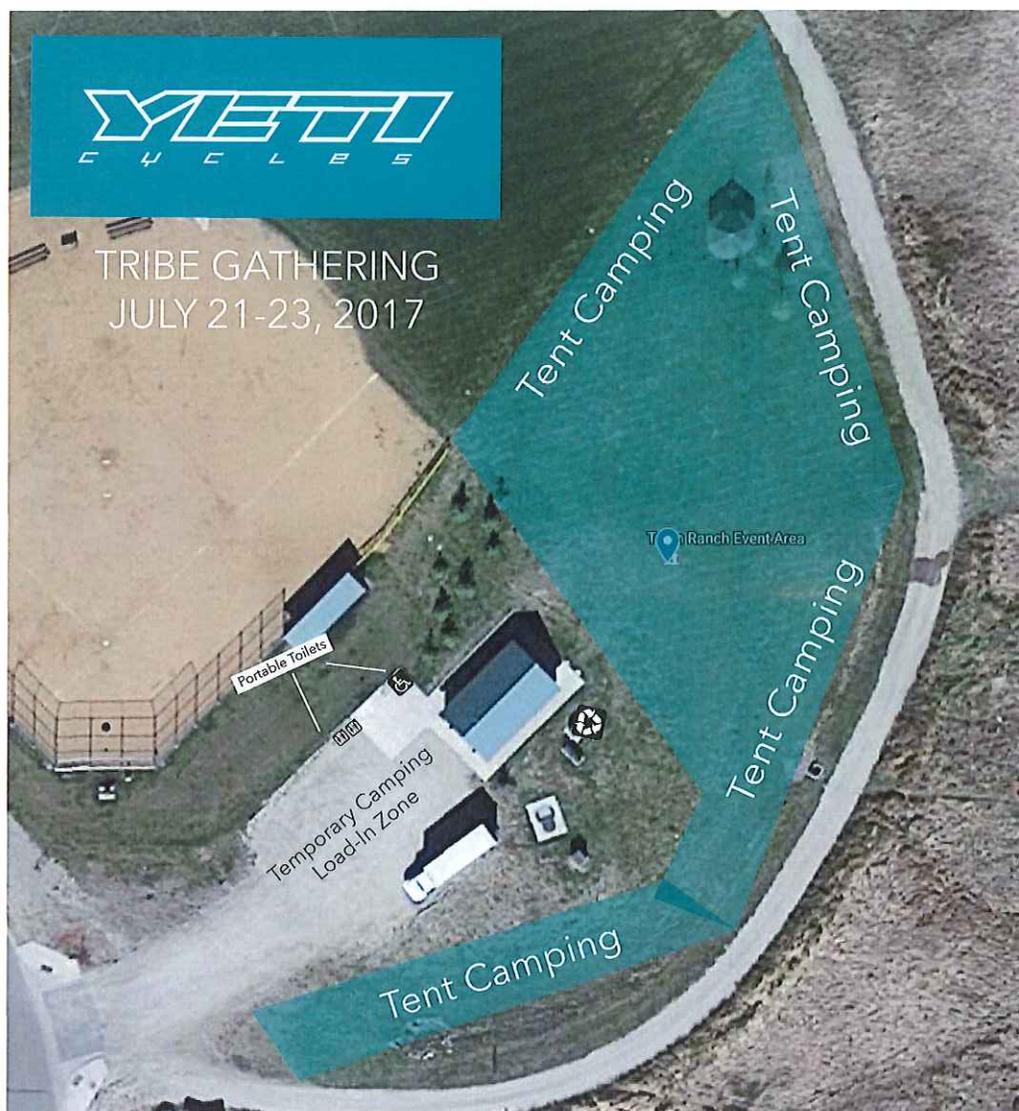
21 & Older Wristband



Event Participant Wristband



06.13.2017



PARKING

Participants will enter via Red Lady Ave and 9th Street. They will park in Temporary Camping Load-In Zone and Staff Parking while they check-in and set up camp.

All cars will re-park in the main parking lot along Red Lady Ave unless they are a RV/Trailer or a vehicle that will not be moved until Sunday after 10 a.m. Stationary vehicles will park in the RV/Trailer designated area in the gravel lot for the duration of the weekend.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

YETI CYCLING, LLC

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021181246.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/11/2017 that have been posted, and by documents delivered to this office electronically through 04/14/2017 @ 12:50:46.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/14/2017 @ 12:50:46 in accordance with applicable law. This certificate is assigned Confirmation Number 10188862.



Secretary of State of the State of Colorado

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

DR 8439 (06/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

SOCIAL ATHLETIC PHILANTHROPIC INSTITUTION
 FRATERNAL CHARTERED BRANCH, LODGE OR CHAPTER POLITICAL CANDIDATE
 PATRIOTIC OF A NATIONAL ORGANIZATION OR SOCIETY MUNICIPALITY OWNING ARTS FACILITIES
 POLITICAL RELIGIOUS INSTITUTION

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Crested Butte Mountain Bike Association	State Sales Tax Number (Required) 98008096
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 782 Crested Butte CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) CRESTED BUTTE GRAVEL PIT Crested Butte CO 81224
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Matt Whitting	03/05/1975	2094 County Road 740, Crested Butte CO 81224	(970) 596-6886
5. EVENT MANAGER Sarah Rawley	08/22/1986	621 Corporate Circle Unit B, Golden CO 80401	(503) 805-0043
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES TO WHOM? _____		

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
07/21/2017		2 PM	11:59 PM	07/22/2017		12 PM	11:59 PM								

OATH OF APPLICANT
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>Matthew J. Whitting</i>	TITLE President	DATE 4/4/17
---	--------------------	----------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE
	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

is a
Nonprofit Corporation

formed or registered on 07/18/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011141721 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/03/2017 that have been posted, and by documents delivered to this office electronically through 04/04/2017 @ 10:34:06 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/04/2017 @ 10:34:06 in accordance with applicable law. This certificate is assigned Confirmation Number 10168769 .



Secretary of State of the State of Colorado

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

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CERTIFICATE OF LIABILITY INSURANCE

42

DATE (MM/DD/YYYY)

05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Clarissa Tamsen Broschinsky	
American Family Brokerage Inc		PHONE (A/C, No, Ext): (970) 641-3481	FAX (A/C, No):
6000 American Parkway		E-MAIL ADDRESS: cmartin@amfam.com	
Madison WI 53783		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Nautilus Insurance Company	
		INSURER B : USLI	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
Crested Butte Mountain Bike Association			
PO Box 782			
Crested Butte CO 81224			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NN816193	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/POP AGG \$ INCLUDED
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT \$
B	Liquor Liability			CL27131740	05/04/2017	05/04/2018	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ALSO LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF CRESTED BUTTE 507 MAROON AVE Crested Butte CO 81224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

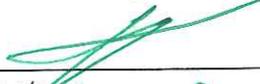
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YETI TRIBE GATHERING (JULY 21-23, 2017)

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.

Marshal's Department :


Signature _____ Date 5/31/17
Michelle Perry
Name (Printed) _____

Conditions/Restrictions/Comments:
OK PER W.O.

Public Works:


Signature _____ Date 4/21/2017
Rodney E Dwe
Name (Printed) _____

Conditions/Restrictions/Comments:
OK can provide
barriades

Parks and Recreation:


Signature _____ Date 5/18/17

Name (Printed) _____

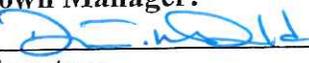
Conditions/Restrictions/Comments:
Park Permit attached. RV
Camping at Gravel Pit ok
as long as fire & bike
lane is preserved.

Town Clerk:


Signature _____ Date 6-7-2017
Lynelle Stanford
Printed Name (Printed) _____

Conditions/Restrictions/Comments:

Town Manager:


Signature _____ Date 6/13/2017
DARA MACDONALD
Printed Name (Printed) _____

Conditions/Restrictions/Comments:

YETI TRIBE GATHERING (July 21-23, 2017)

Crested Butte Fire Protection District:

W. South Wimmer 5/10/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good luck with
your event !!

Mt. Express Bus Services

[Signature] 4/20/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

No impact on Mx

Official Use Only:

Application Received 3/24/17 Date Distributed 4/20/17

Council Date (if applicable) ~~June 19, 2017~~ ^{LMS} July 10, 2017

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$ 25 Check # 67204 Date Paid 6/15/17

Permit Fee _____ Check # _____ Date Paid _____

Local Liquor License Fee 2 DAYS @ \$25/EA \$ 50 Check # 67204 Date Paid 6/15/17

State Liquor License Fee _____ Check # _____ Date Paid _____ Date Liq. Application Sent _____

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit _____ Check # _____ Date Paid _____ Date Returned: _____



Staff Report

June 23, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lois Rozman, Finance Director
Subject: 2017 Spring Community Grant Funding Recommendations

Summary: The Community Grant committee of Jim Schmidt and Chris Ladoulis met on June 21, 2017 to determine funding recommendations for the 2017 Spring Community Grant cycle. There were 12 grant applications received totaling \$47,316 and the committee had \$28,500 to disburse. The committee also decided to use \$6,548 of the Community Grant money to fund some of the \$21,000 donation given to the Crested Butte Mountain Bike Association for the Trail Conservation Corps.

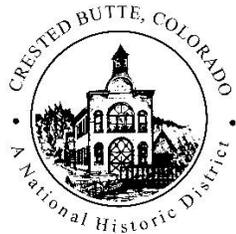
The committee makes the following recommendations for funding:

- Adaptive Sports Center -- \$1,000 for the Community Kids program
- CB Fire & EMS Volunteer Association -- \$2,500 for continuing education, training equipment and safety training for the volunteer firefighters and EMS personnel
- Center for the Arts Alpenglow -- \$2,000 for the summer free concert series
- Film Festival -- \$2,000 for venue rental and film licensing fees
- Mountain Heritage Museum -- \$3,000 for the restoration of Tony's Conoco building
- Project Hope -- \$2,500 for client services and outreach expenses
- Sustainable CB – Up to \$2,500 for water bottle filling station at Old Town Hall bus stop (Town Staff will work with Sustainable CB)
- Trailhead Children's Museum -- \$1,000 preschool and kindergarten Field Trip program
- Vinotok -- \$2,452 for the portable toilets and dumpster for the event
- Wildflower Festival -- \$3,000 for the Peak Protectors program

There were two applications that did not receive funding recommendations; Center for the Arts – Art Studio; Center for the Arts – Wine & Food Festival.

Recommendation: Staff recommends approval of the Grant committee's funding recommendations for the 2017 Spring Grant cycle.

COMMUNITY GRANT REQUEST	Granted 2016 Fall	Granted 2016 Spring	Granted 2017 Fall	Spring 2017 Request	Spring 2017 Recommended
Adaptive Sports Center	2,000	-	1,000	2,500	1,000
Arts Festival	2,000		2,000		
Avalanche Center	1,000		1,000		
CB Development Team			1,000		
CB Fire & EMS Volunteer Association				5,000	2,500
CB Mountain Bike Association		2,000	4,000		
Center for Mental Health	2,000		2,500		
Center for the Arts - Alpenglow	2,000	2,000		3,000	2,000
Center for the Arts - Art Studio				2,000	-
Center for the Arts - Wine & Food		-		3,000	-
Center for the Arts - Winter Season production			2,500		
Chamber-Butte Bucks	4,000		-		
Chamber-Bike Week	3,000		2,000		
Chamber - Fat Bike Championships	5,000		4,000		
Chamber - July 4th	3,500		5,000		
Chamber-Light Up Night	-	500			
Chamber - Pole, Pedal, Paddle	2,000		1,500		
Coal Creek Watershed Coalition	5,750	1,500	6,500		
Community Foundation-Rural Philanthropy Days			500		
Dance Collective	1,500		2,000		
Film Festival		1,500	2,000	5,000	2,000
Gunnison Valley Mentors (Partners)	2,000				
KBUT	2,500	-			
Living Journeys	1,000	-	7,500		
Mountain Heritage Museum	3,000	1,200	6,500	5,000	3,000
Mountain Roots	2,500				
Mountain Theatre	2,000	-			
Nordic Center	4,000	-	4,000		
Northwest Colo. Legal Services	1,000		1,500		
Paradise Animal Welfare Society (PAWS)	3,000				
Project Hope		1,500		2,500	2,500
School of Dance	2,500		1,500		
Six Points	1,000				
Sustainable CB			2,000	4,000	2,500
Trailhead Children's Museum	-	-		1,000	1,000
Upper Gunnison Water Conservancy Dist.	2,467				
Upper Gunnison Water Conservancy Dist.	2,000				
Vinotok	2,000	2,000		5,316	2,452
West Elk Soccer Assoc. (WESA)		2,000			
Wildflower Festival	-	2,000	1,000	9,000	3,000
Total Community Grants	64,717	16,200	61,500	47,316	21,952
Balance towards CBMA grant					6,548



Staff Report

July 10, 2017

To: Mayor and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Letter of Support for Crested Butte Nordic to reroute the Teocalli Connector Trail**

Background:

Recently, Crested Butte Nordic approached Town Staff with concerns about the ongoing damage caused by their snowcat to the boardwalk on Verzuh Open Space. Each winter, Crested Butte Nordic grooms the Teocalli Connector Nordic trail, which lies directly adjacent to the boardwalk. The easement corridor where the boardwalk and groomed Nordic trail lie is slightly too narrow, causing unavoidable damage to the boardwalk each winter. Crested Butte Nordic pays the Town of Crested Butte each spring to repair this damage.

In order to mitigate the ongoing damage, repairs, and expense to their organization, Crested Butte Nordic is working with the owners of the McCormick Ranch property to move the Teocalli Connector Trail 300 yards to the east, onto their property. Crested Butte Nordic has asked for a letter of support from the Town supporting this change. Town staff has drafted this letter, conditioning support on McCormick Ranch's desire to host the trail on their property.

Recommendation: Staff recommends that the Council make a motion to authorize the Mayor to sign the letter of support for the reroute of the Teocalli Connector Nordic Trail.

July 10, 2017

Jeffrey Serra
805 Las Cimas Parkway, Suite 350
Austin, Texas 78746-6177

RE: Relocation of the Teocalli Connector Nordic Trail

Dear Mr. Serra,

The Town of Crested Butte ("Town") has worked with Crested Butte Nordic for many years to build, operate, and maintain Nordic skiing trails.

Crested Butte Nordic grooms several trails on the Town property and on trail easements held by the Town. Teocalli Connector Nordic Trail lies on an easement on the Verzuh Open Space, directly adjacent to the McCormick Ranch Property. Recently, Crested Butte Nordic approached the Town with concerns about ongoing damage to the Town's boardwalk as a result of their grooming operations. The easement corridor where the trail lies is too narrow for both the boardwalk and a groomed Nordic Trail. As a result, the boardwalk is damaged each year by Crested Butte Nordic's snowcats. The Town maintains these boardwalks in good condition for enjoyment and safety of our community. The snowcats cause several hundred dollars worth of damage each year, which must be repaid to the Town of Crested Butte.

Crested Butte Nordic has notified the Town that they are hoping to work with you to move the trail 300 yards to the east, onto your property. The Town respects your decision, as the landowner, on whether you would like to host this trail on your property. The Town is willing to work with you to properly document and record the easement.

We look forward to working with you and Crested Butte Nordic on this potential change in location for the Teocalli Connector Trail.

Sincerely,

Glenn Michel
Mayor, Town of Crested Butte



Staff Report

July 10, 2017

To: Mayor Michel and Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 40 Series 2017 – Resolutions of the Crested Butte Town Council authorizing the Town Manager to sign a Service Agreement with the Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance

Background:

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

Standard 1: A Tree Board or Department

Standard 2: A Tree Care Ordinance

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

Standard 4: An Arbor Day Observance and Proclamation

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

Summary:

Tree care decisions have historically been made without the benefit of a professional forester or arborist. As development within Town increases so do tree care decisions that could be better informed by employing the services of a tree care specialist. By entering into this Agreement, a local state forester would provide the following services for the Town:

1. Assist in the tree care program to renovate existing tree resources within the Town’s jurisdiction, i.e. pruning, planting, contract assistance, advice
2. Assist with Arbor Day
3. Attend Tree Board Meetings
4. Diagnose public and private sick trees within town limits upon request

5. Supervise and inspect technical aspects of tree cutting permit applications
6. Assist with Tree City USA program

The Colorado State Forest Service will charge a rate of \$750/year for this service. This will be split between Parks Maintenance in the Capital Fund and Building in the General Fund.

Recommendation:

Staff recommends the Town Council authorize the Town Manager to sign the Service Agreement with Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.

RESOLUTION NO. 40

SERIES 2017

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

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

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

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

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

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

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

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

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

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

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

SERVICES AGREEMENT - 2017

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

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

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

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

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

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

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

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

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

To University:

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

To Client:

Town of Crested Butte
Janna Hansen
P.O. Box 39
Crested Butte, CO 81224
Telephone: 970-349-5338

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

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

14. **Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Colorado State University, its governing board or the State of Colorado unless signed by the University Vice-President for Research or his/her authorized delegate.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.
16. **Amendment.** No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
18. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Any claim arising under this Agreement shall be filed and tried in a court of competent jurisdiction situated in the County of Larimer, State of Colorado.
19. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, such consent shall not be required in the case of a sale or transfer to a third party of all or substantially all of a Party's business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.
20. **Obligations to be limited to the funds made available.** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is Seven Hundred Fifty Dollars (\$320.00) for the year ending December 31, 2017. In no event shall the Client be liable for payment under this Agreement for any amount in excess thereof. The Client is not under obligation to make any future apportionment of allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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

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

Client:

By: _____

By: _____

Printed Name: Sam J. Pankratz

Printed Name: Dara MacDonald

Title: Assistant District Forester, CSFS, Gunnison Field Office

Title: Town Manager

Date: _____

Date: _____

APPROVED:

By: _____

EXHIBIT A TO SERVICE AGREEMENT**Scope of Work**

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

PRINCIPAL INVESTIGATOR: _____ Sam Pankratz _____

TITLE: _____ Assistant District Forester, CSFS, Gunnison Field Office_

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

DETAILED DESCRIPTION of Scope of Work for July 11, 2017 – December 31, 2017

- A. Assist in tree care program to renovate existing tree resources within town jurisdiction, i.e. pruning, planting, contract assistance, advice**
- B. Assist with Arbor Day**
- C. Attend Tree Board Meetings**
- D. Diagnose public and private sick trees within town limits upon request**
- E. Supervise and inspect technical aspects of tree cutting permit applications**
- F. Assist with Tree City USA program**

Payment Terms:

\$325.00 due in full upon receipt of invoice.

Exhibit A to Services Agreement

Initials:

CSU:

Client:



Staff Report

July 10, 2017

To: Town Council

Thru: Michael Yerman, Community Development Director

From: Molly Minneman, Design Review and Historic Preservation Coordinator

Subject: Resolution No. 41, Series 2017. Resolution of the Town of Crested Butte Town Council Certifying that the Final Plat of the Marshall-Jones Subdivision is in Compliance with Article 4 of Chapter 17 of the Town Code.

SUMMARY

The Board of Zoning and Architectural Review (BOZAR) approved the Marshall-Jones Subdivision of Lots 19 and 20 in Block 20. The minor subdivision regulations contained in code section 17-4-40 (d) requires that the Town Council certify the that final plat of the Marshall-Jones Subdivision is in compliance with the regulations, and authorizes the Chair of the BOZAR to sign the plat.

DISCUSSION

The Town Attorney reviewed the plat and language for compliance of the minor subdivision regulations. He referred the matter to the Town Council for certification. A copy of the plat is attached. The item is placed on the consent agenda for approval.

RECOMMENDATION

I make a motion to approve Resolution No. 41, Series 2017 certifying the Final Plat of Marshall-Jones Subdivision, involving Block 20, Lot 19 and Lot 20.

RESOLUTION NO. 41

SERIES 2017

**RESOLUTION OF THE TOWN OF CRESTED BUTTE TOWN COUNCIL
APPROVING THE MARSHALL-JONES SUBDIVISION LOCATED
WITHIN THE NW ¼ NE ¼ SECTION 3 TOWNSHIP 14 SOUTH, RANGE
86 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CRESTED
BUTTE, GUNNISON COUNTY, COLORADO**

WHEREAS, the Town of Crested Butte, Colorado (“Town”) is a home rule municipality duly and regularly organized and not validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, Section 17-4-40 of the Crested Butte Municipal Code requires that the Crested Butte Board of Zoning and Architectural Review and the Town Council certify that the final plat of Subdivisions are in compliance with the requirements of Article 4. Chapter 17, and

WHEREAS, the Town Staff reviewed the Marshall-Jones Subdivision and found it to be in compliance with the regulations for Minor Subdivisions in Chapter 17; and

WHEREAS, the Board of Zoning and Architectural Review held a public hearing on February 28, 2017 and approved the Marshall-Jones Subdivision and certified that the Final Plat was in compliance with Article 4, Chapter 17 of the Crested Butte Municipal Code; and

WHEREAS, based on the Town Staff and the Board of Zoning and Architectural Review recommendation, the Town Council hereby finds that it is in the best interest of the Town and general welfare of the public that the Marshall-Jones Subdivision be approved.

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

1. **Approval of Plat: Approval of Mayor to Execute Resolution No. 41, Series 2017.** The Town Council certifies that the Final Plat of the Marshall-Jones Subdivision, Lots 19 and 20, Block 20, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado in the form attached hereto as **Exhibit “A”** is in compliance with the Town regulations and authorizes the Chair of the Board of Zoning and Architectural Review to sign the plat.

INTRODUCED, READ, AND ADOPTED BEFORE THE TOWN COUNCIL THIS 10th DAY OF JULY, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

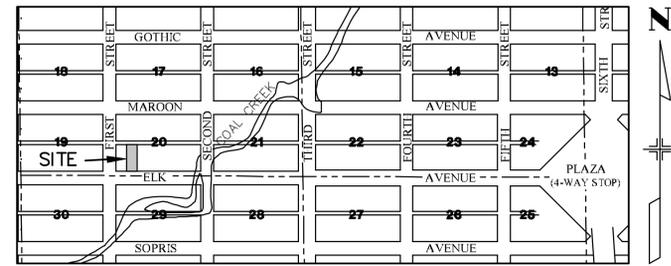
ATTEST

Lynelle Stanford, Town Clerk

EXHIBIT "A"

(Marshall – Jones Subdivision Plat)

(attach Plat here)



VICINITY MAP
SCALE 1"=400'±

FINAL PLAT OF
MARSHALL-JONES SUBDIVISION
 LOCATED WITHIN
 THE NW ¼ NE ¼ SECTION 3
 TOWNSHIP 14 SOUTH, RANGE 86 WEST, OF THE 6TH PRINCIPAL MERIDIAN
 TOWN OF CRESTED BUTTE, GUNNISON COUNTY, COLORADO
 Approximately 0.14 Acres

ATTORNEY'S OPINION

I, David Leinsdorf, attorney at law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands as shown hereon and that title to such lands is in the dedicators free and clear of all liens, taxes, and encumbrances, except as follows:

- The lien for 2017 real property taxes and assessments.
- All reservations as reserved in United States Patents recorded in Book 2S at Page 106 and in Book 45 at Page 12.
- Plats of Town of Crested Butte bearing Reception Numbers 14191 and 260766.
- Any taxes, fees, assessments or charges by Notice of Ordinances in the Town of Crested Butte recorded in book 636 at page 145.
- Town of Crested Butte Ordinance No. 12 Series 1991, recorded in Book 769 at page 94.
- Zoning, easements, rights of way, land use restrictions, terms, and conditions as set forth in Notice regarding Town of Crested Butte 1996 Land Use Plan recorded in Book 782 at page 272 and Crested Butte Land Use Plan, adopted by Resolution No. 4, Series of 1996, recorded in book 783 at page 548.
- Notice of Restrictive Covenant recorded as Reception Number 543188.
- Notices of Agreement for Land Use Conditions and Restrictive Covenants recorded as Reception Numbers 543676 and 597566.
- Deed of Trust to secure \$417,000.00 recorded as Reception No. 630912, payable to Mortgage Electronic Registration System as nominee for Chany Creek Mortgage Corporation, its successors and assigns.

All recording references are to the records in the office of the Gunnison County Clerk and Recorder.

Dated this ____ day of _____, 2017.

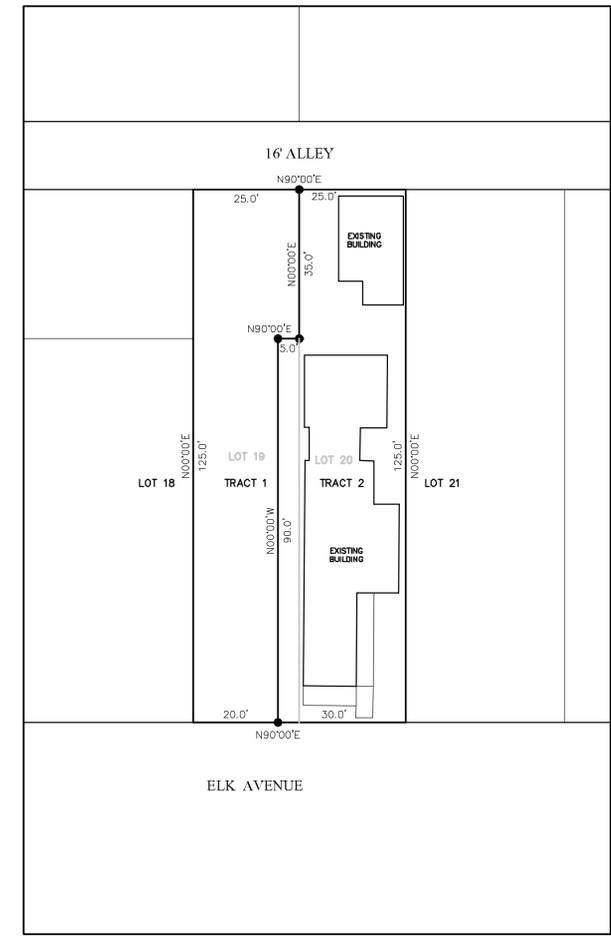
David Leinsdorf, Attorney Reg #2740
 215 Elk Avenue, 3rd Floor
 P.O. Box 187
 Crested Butte, CO 81224-0187
 Phone: (970) 349-6111
 Fax: (970) 349-6243
 davidl1224@gmail.com

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of MARSHALL-JONES SUBDIVISION were made by me and under my supervision and both are accurate to the best of my knowledge. Steel pins with permanent cap monuments were set as required at all boundary corners.

Dated this 15th day of June, 2017.

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



20 10 0 20 40
 SCALE: 1" = 20'
 ● SET BOUNDARY MARKER

- NOTE:
- Location based on Town Plat and Control monuments located at 3rd Street and Elk Avenue and 7th Street and Elk Avenue.
 - Basis of Bearing: N90°00'00"E between control monuments located at 3rd Street and Elk Avenue and 7th Street and Elk Avenue.
 - According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.

DEDICATION

Know all people by these presents: That the Julie A. Marshall and Richard H. Jones being the owners of the land described as follows:

Tract 1 - Lot 19, Block 20, excepting therefrom the south 90 feet of the east 5 feet, containing .06 acres, more or less,

and

Tract 2 - Lot 20 and the south 90 feet of the east 5 feet of Lot 19, Block 20, containing 0.08 acres, more or less,

under the name and style of MARSHALL-JONES SUBDIVISION, hereby vacate the south 90 feet of the boundary line between Tracts 1 and 2 and reconfigure Tracts 1 and 2 as shown this Final Plat,

and by these presents do hereby dedicate to the perpetual use of the Town of Crested Butte, State of Colorado, the streets, alleys, roads, easements and other public portions of land labeled as such.

In witness whereof, the said Julie A. Marshall and Richard H. Jones, have caused their names to be hereunder subscribed this ____ day of _____, 2017.

Julie A. Marshall _____ Richard H. Jones _____
)
 State of Colorado)
) ss.
 County of Gunnison)

The foregoing Dedication was acknowledged before me this ____ day of _____, 2017, by Julie A. Marshall and Richard H. Jones.

Witness my hand and official seal.
My commission expires:

Notary Public

BOARD OF ZONING AND ARCHITECTURAL REVIEW APPROVAL

The Board of Zoning and Architectural Review of the Town of Crested Butte, Colorado, does hereby authorize and approve this Final Plat for MARSHALL-JONES SUBDIVISION at a meeting of the Board of Zoning and Architectural Review held on the ____ day of _____, 2017.

This Final Plat of MARSHALL-JONES SUBDIVISION is approved for filing.

TOWN OF CRESTED BUTTE, COLORADO

By: _____ Chairman

ATTEST: _____ Town Clerk (SEAL)

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Final Plat for MARSHALL-JONES SUBDIVISION was accepted for filing in the office of the Clerk and Recorder of Gunnison County on this ____ day of _____, 2017.

Reception number: _____ Time: _____

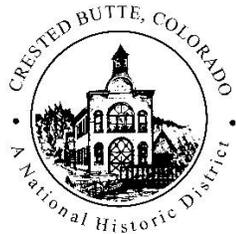
Date: _____

County Clerk

FINAL PLAT OF
MARSHALL-JONES SUBDIVISION
 TOWN OF CRESTED BUTTE
 GUNNISON, COUNTY COLORADO

Prepared By:
 NCW & Associates, Inc.
 P.O. Box 3688 Crested Butte
 (970) 349-6384 Colorado 81224

PROJECT: PLAT	DWG.: 16179.00
DATE: 6/15/17	SHEET 1 OF 1



Staff Report

July 10, 2017

To: Mayor and Town Council

From: Hilary Henry, Creative District/Open Space Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Appointment of Creative District Commissioner**

Background:

In May, the Town Council passed Ordinance 12, Series 2017 expanding the Creative District Commission from seven to nine members. Town Council is responsible for appointing the Creative District Commissioners. With the recent expansion, there are currently two vacancies on the Commission.

On June 29, 2017, a selection committee of Paul Merck, Shaun Horne, and Melissa Mason met to review applications and interview candidates. The selection committee recommends the appointment of M'Lissa Story and Don Seastrum to the Commission

Recommendation: Staff recommends that the Council makes a motion to pass Resolution 42, Series 2017 for the appointment of M'Lissa Story and Don Seastrum to three-year terms on the Creative District Commission, expiring January 1, 2020.

RESOLUTION NO. 42

SERIES 2017

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPOINTING CREATIVE DISTRICT
COMMISSIONERS M'LISSA STORY AND DON SEASTRUM
TO 3 YEAR TERMS EXPIRING JULY 10, 2020**

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

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

WHEREAS, the Town Council, by Ordinance 14, Series 2015, created the Crested Butte Creative District Commission (the "**CBCDC**") and in doing so also set terms for Commissioner appointments;

WHEREAS, the Town Council passed Ordinance 12, Series 2017, expanding the CBCDC from seven (7) to nine (9) Commissioners;

WHEREAS, the CBCDC has interviewed new Commissioner applicants and has made a recommendation on the appointment of a new Commissioners; and

WHEREAS, the Town Council desires to appoint a new Commissioners for the term defined below, such appointment being the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

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

Findings; Appointment. The Town Council hereby appoints the following members of the public as Commissioners of the CBCDC for the following terms, such appointments being the best interest of the health, safety and welfare of the residents and visitors of Crested Butte:

M'Lissa Story: 3-year term expiring on January 1, 2020

Don Seastrum: 3-year term expiring on January 1, 2020

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

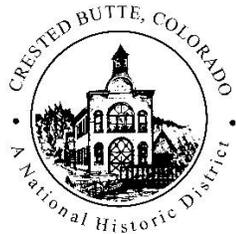
TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

July 10, 2017

To: Mayor and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: Award of a Temporary Art Installation located at the Center for the Arts

Background:

Town Council recently passed Resolution 38, Series 2017 adopting an Arts in Public Places Policy. The policy establishes guidelines for the selection, display, maintenance, and donation of permanent and temporary works of art.

The Center for the Arts approached the Creative District this spring about a potential partnership about a temporary installation to highlight the entrance of the Center of the Art during the construction of their new building. The Creative District and the Center for the Arts have each contributed \$1500 to the project, for a total of a \$3000 award. Town Staff helped to draft and administer a request for proposals, in line with the new policy. The new policy requires that the Creative District Commission make a recommendation to Town Council for the selection of any new public art.

The Creative District Commission met on July 5, 2017 to review the proposals for temporary installation at the Center. In a unanimous vote, the Commission recommended the selection of Blair Garth's proposal. Blair Garth will be responsible for the installation, de-installation, and maintenance of the piece throughout the duration of its display. The installation will be removed no later than October 31, 2018, with potential removal during the 2017/2018 winter to accommodate snowplowing.

Recommendation: Staff recommends that the Council make a motion, followed by a second, to approve the selection of Blair Garth's proposal for a temporary art installation located at the Center for the Arts.

**RESOLUTION NO. 43
SERIES 2017**

RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AWARDING A TEMPORARY ART INSTALLATION LOCATED AT THE CENTER FOR THE ARTS IN AN AMOUNT OF \$3000

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

WHEREAS, Crested Butte Town Council Ordinance 14, Series 2015 established a Creative District and corresponding Commission;

WHEREAS, the Town of Crested Butte is a certified Creative District with the State of Colorado and Colorado Creative Industries;

WHEREAS, Crested Butte Town Council Resolution 38, Series 2017 adopted an Arts in Public Places Resolution 38, Series 2017, allowing for the acquisition or loan of permanent or temporary works of art;

WHEREAS, the Center for the Arts is providing a \$1500 cash match for the temporary art installation located at the Center for the Arts (the “**Art Work**”)

WHEREAS, the Crested Butte Creative District Commission met on July 5, 2017 to make a recommendation to select Blair Garth to the Town Council for the Art Work;

WHEREAS, the Town Council hereby finds that the installation of Art Work is in the best interest of the general health, safety and welfare of Crested Butte, its residents and visitors alike.

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

1. **Findings.** The Town Council hereby incorporates the recitals set forth above as its conclusions, determinations and findings of fact herein.
2. **Award.** The Town Council hereby awards the Art Work to Blair Garth in an amount of \$3000. The installation shall be in the form attached hereto as **Exhibit “A.”**
3. **Requirements.** As part of her award, Blair Garth will be responsible for all installation, de-installation, and maintenance of the Art Work during its display at the Center for the Arts. The installation will remain on display at the Center for the Arts until October 31, 2018, with potential removal during the winter of 2017/2018.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

PROPOSAL

TEMPORARY ART INSTALLATION

Artist Bio

The daughter of an architect and an artist, **Blair Garth** gained her talent through both genetics and environment, honing her skills at Louisiana State University where she graduated with a BA degree in Graphic Design in 1985.

Her design firm, EBF Graphics, attracted clients from Hawaii to Holland and from Beverly Hills to the Cayman Islands. In addition to business owner, Blair has mastered a wide variety of art forms including acrylics, mixed media, ceramics, mosaics, print-making, and whatever happens to inspire her at the moment. Blair has designed and overseen the installation of numerous public community art installations. Some of which can be seen on her website. For the last three years she has focused mainly on mixed-media painting, combining her love of color, texture and design.

Blair has been a part-time resident of Crested Butte for 15 years. She has attended, as well as taught, numerous artists workshops and classes, and has shown her work at various galleries and festivals around the country. Teaching advanced art classes for the Center for the Arts in Crested Butte and the Trailhead Museum is her current summer passion.

blairgarth.wixsite.com/blairgarthart

blairgarth@cox.net

850-380-4453

Design

I propose to build three two-foot square columns that will line the entrance to the Center for the Arts. The columns will be nine feet, six feet and 4 feet tall. They will be constructed of exterior lumber that is primed, painted and sealed.

The columns will have interactive elements such as white board material, mirrors and spinning wheels that will engage passers by with a bit of fun. They will be colorful and eye-catching, with symbols of the many forms of art that the center supports.

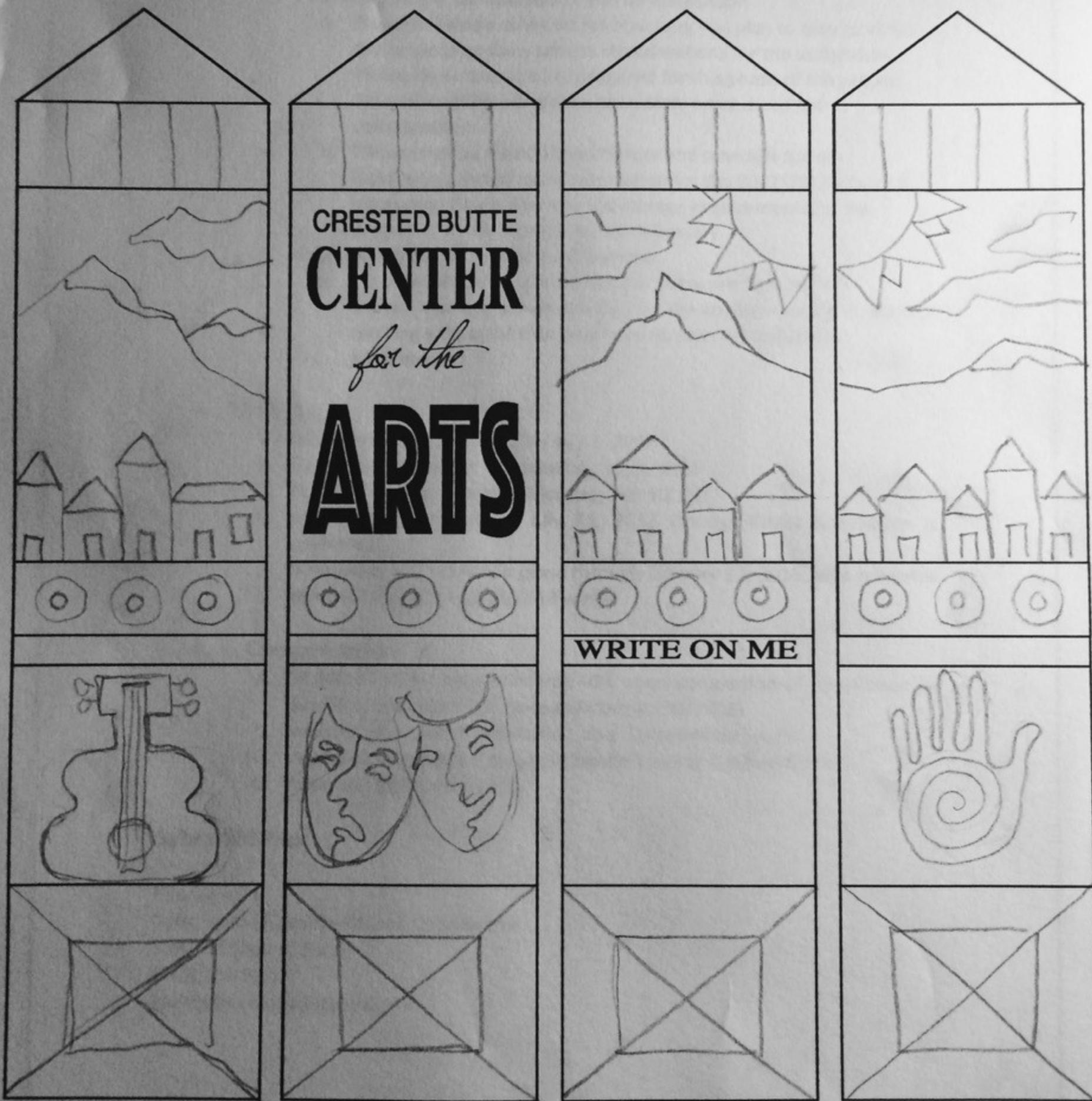
Materials

Exterior grade lumber will be used to construct the art columns. A frame of 2"x4" pine will be positioned two feet into the ground for stability. One half inch plywood will then be attached to the column frame.

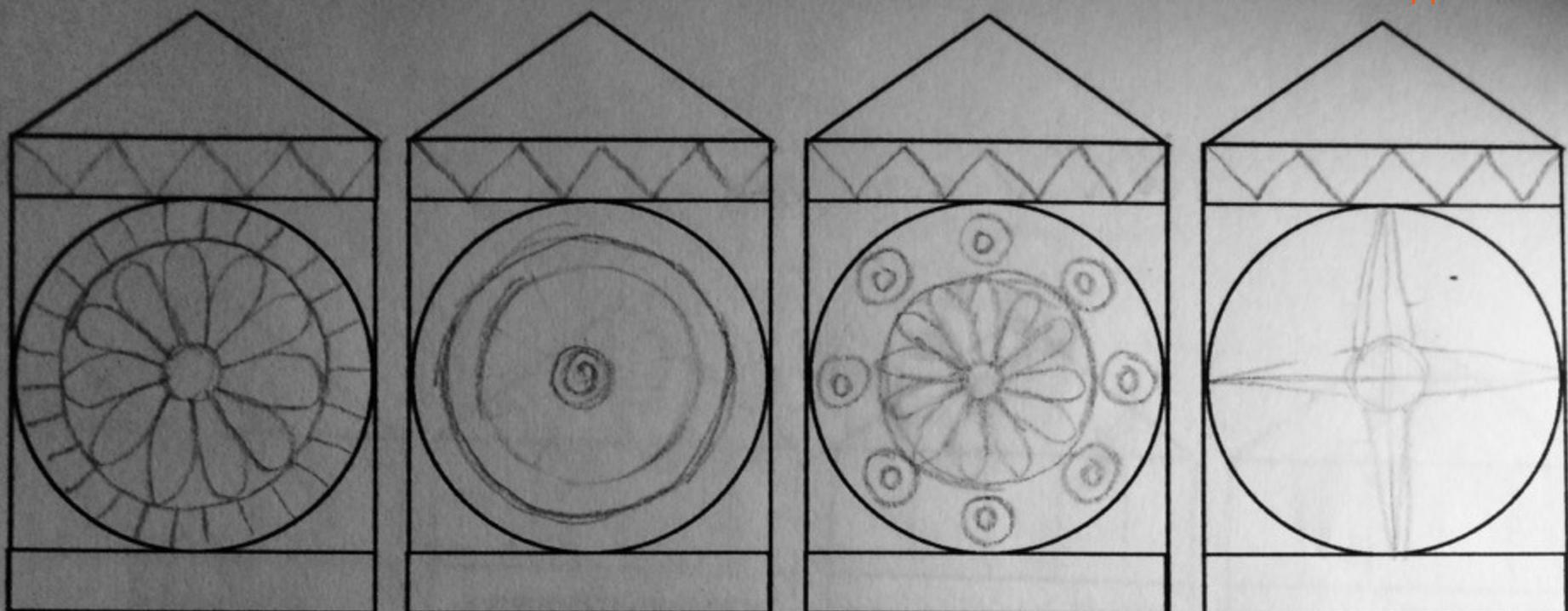
Timeline

Once materials have been prepared, installation and deinstallation should only take a few hours (half a day). Materials can be stored flat during the winter season.

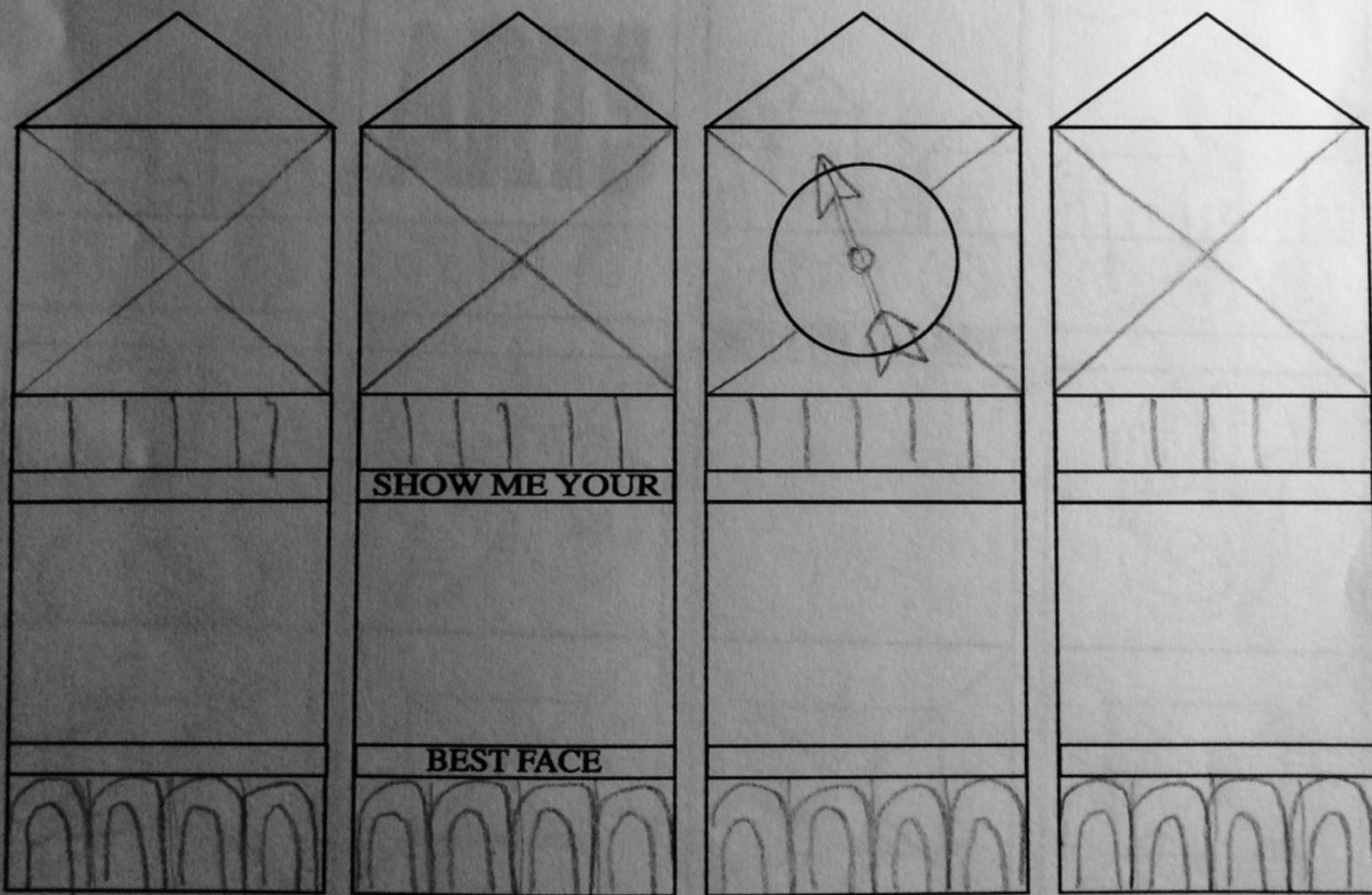




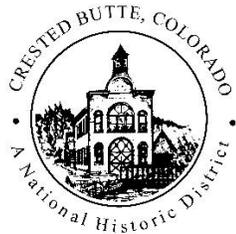
9-FOOT COLUMN



4-FOOT COLUMN



6-FOOT COLUMN



Staff Report

July 10, 2017

To: Mayor and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manger

Subject: 721 Butte Avenue Unit I -Temporary Lease

Background:

The Town acquired 721 Butte Avenue Unit I in foreclosure earlier this year. Unfortunately, when the Town took ownership of the Unit it was severely damaged and required repairs. The unit is currently being remodel to repair the damage and will be ready to be begin the procedures for the unit to be sold by the end of the month. The Town has not been able to advertise the unit until now because of its condition. The guidelines require the unit be advertised and a lottery held that will take a minimum of 2 ½ months to an ADA applicant. There will also be additional time required for a new buyer to secure financing and the closing process to occur. During this process the Town is seeking to rent the unit to the new Town Planner Bob Nevins for a 2 month period. Housing is very tight at this time and this temporary housing will hopefully allow the Town's new planner a chance to find a suitable long-term housing solution after the summer has passed. The lease allows for one 30 day extension if a new buyer will not close before October 31st.

This unit is located in the Poverty Gulch Condominium complex. The affordable housing guidelines allow for the temporary rental of a unit while it is for sale.

Recommendation:

Staff recommends the Council pass Resolution 44, Series 2017.

RESOLUTION 44**SERIES NO. 2017****AN RESOLUTION OF THE CRESTED BUTTE
TOWN COUNCIL AUTHORIZING THE LEASE OF
721 BUTTE AVENUE UNIT I CRESTED BUTTE,
COLORADO TO ROBERT NEVINS**

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

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

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

WHEREAS, the Town Council finds hereby that approving the lease of 721 Butte Avenue Unit I for use by Robert Nevins is in the best interest of the Town.

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

1. **Findings**. The Town Council hereby finds that granting the lease of 721 Butte Avenue Unit I for use by a certain Town employee is in the best interest of the Town.
2. **Authorization of Town Manager or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor to execute the lease in substantially the same form as attached hereto as **Exhibit "A"**.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Employee Lease Agreement

[attach form leases agreements here]

LEASEHOLD AGREEMENT

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

WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 24th day of July, 2017, ending on the 30th day of September, 2017 at midnight. Thereafter, this agreement may be extended until October 31, 2017 if the unit is available. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional roommate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

721 Butte Avenue, Unit I, Crested Butte, Colorado (a one bedroom residential dwelling that is a portion of the Poverty Gulch HOA)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$400.00 per month, due and payable no later than the 5th day of each month during the term of this lease. For any day(s) outside of a normal monthly period the Lessee will pay \$13.33 per day.

4. **UTILITIES:** The Town will pay for water, sewer, gas electric, and weekly refuse collection. Lessee shall pay all charges for telephone, internet, television, and other such services.

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee’s employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:

- a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.
 - b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
 - c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings, appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
 - d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premises in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
 - e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex, religious belief, sexual orientation, or national origin.
 - f. Lessee understands and agrees that the leased premise is a part of a multi-family residential building. Lessee agrees that the tenant(s) and owner(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may unnecessarily disturb or damage the adjacent Leaseholder.
6. **ANIMALS:** Lessee is not allowed to have pets such as a dog or cat. Other types of pets may be allowed upon mutual agreement between Lessee and the Town.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean, and sanitary condition at all times, and to provide such cleaning and other services as may be necessary, to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pickup. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to

periodic inspection for the purposes of insuring cleanliness and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.

8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.
9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$200.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$200.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premise is located during the term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in

excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.

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

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

LESSEE: Robert Nevins
 PO Box 3526
 Jackson, WY 83001

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.
25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T. MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Robert Nevins



July 10, 2017

PROCLAMATION HONORING THE TRUST FOR PUBLIC LAND'S DEDICATED SERVICE TO THE TOWN OF CRESTED BUTTE IN THE PROTECTION OF OPEN SPACE

WHEREAS, The Trust for Public Land has worked with the Town of Crested Butte and other local and regional partners for 25 years to preserve open space for the enjoyment, health, and wellbeing of our community;

WHEREAS, The Trust for Public Land has helped the Town of Crested Butte to conserve high priority lands and waters, permanently protecting our scenic views, ranching heritage, wildlife habitat, access to outdoor recreation and clean water and air;

WHEREAS, the protection of open space is a long-standing value of the Town of Crested Butte and a core commitment to its residents and visitors;

WHEREAS, the Town of Crested Butte recognizes the many valuable contributions The Trust for Public Land has made to preserve our landscape and the high-quality of life it provides, including its work to secure important Town amenities, such as Town Ranch Park and Kochevar Open Space;

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

THAT, the Town of Crested Butte thanks The Trust for Public Land for its continued partnership with and service to our community.

THAT, the Town of Crested Butte looks forward to its ongoing partnership and future projects with The Trust for Public Land.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk



Staff Report July 10, 2017

To: Mayor Michel and Town Council

Thru: Michael Yerman, Community Development Director

From: Molly Minneman, Design Review Coordinator

Subject: Ordinance No. 16, Series 2017 – An Ordinance of the Town of Crested Butte Town Council Amending Section 16-6-320 Location of P.U.D. Overlay for Rectories and Charity Pantries in the “R1C” Zone and Adding Definitions in Section 16-1-10 for Such Uses.

Date: July 10, 2017

SUMMARY:

The Board of Zoning and Architectural Review (BOZAR) made a recommendation to the Town Council at the May 30, 2017 meeting in support of an amendment to the zoning code. The amendment would allow the addition of rectory and charity pantry to be associated with church related facilities within the Planned Unit Development (PUD) overlay in the R1C zone. The BOZAR forwarded definitions of both of the new uses.

DISCUSSION:

The BOZAR reviewed an application by Queen of All Saints (QoAS) Catholic Church on behalf of the Bishop of Pueblo to amend the zoning code and add a rectory use and charity pantry (St. Mary’s Garage) that they would like to site on the property located at 403 Sopris Avenue, known as the Parish Hall.

The property is under a PUD overlay identified in code section 16-6-230. The overlay provides for church related facilities. The Parish Hall for example, was approved under the church related facility provision. The proposed code amendment will affect the above section and the definitions section in 16-1-20.

Rectory: The usage of the building is specific for a residence for a parish priest. The BOZAR supported the addition for the rectory classification as a dwelling unit being associated with a church related facility. The BOZAR added language that prohibits the rental of the unit. Rental would be a source of income and not necessarily associated with a church related facility.

Charity Pantry: The usage is for a site to provide free clothes and household items to the public. QoAS would like the ability to relocate St. Mary's Garage onto the property. The BOZAR supported the use classification provided it is an ancillary use on the property. The property is located within a residential neighborhood.

Zoning Amendment language:

16-1-20 Definitions

Dwelling unit, rectory - means a building used exclusively for occupancy by clergy with no provisions for long term or short term rental accommodations. The dwelling unit must be ancillary to church or church related facilities on the property.

Charity pantry – means the provision of clothing and housewares available to the public that is free of charge.

16-6-320. - Location of P.U.D. Overlay.

Between four (4) and eight (8) contiguous Town lots, whether or not divided by an alley, in the "R1C" District which will be used primarily as public playgrounds and public recreation areas; churches and church-related facilities including only reception halls, rectory, charity pantry, class rooms, child care areas and required parking; nonprofit libraries and museums; and public and private schools.

The BOZAR reviewed the Standards for zoning and rezoning contained in the attached Code Section 16-23-90 that the Town Council must determine for consideration of the amendment. They recommend that the amendment comply with the following criteria:

- (a): (1) the proposed rectory and charity pantry uses promotes the health, safety and welfare of the inhabitants of the Town of Crested Butte, and proposes the purposes of the Code;
- (2) a. the proposed zoning classification of the rectory and charity pantry are consistent with the goals and policies of the Town's Land Use Plan (b. and c. do not apply); and
- (3) The following criteria are satisfied:
 - a. The rectory and charity pantry is compatible with church related facilities allowed under the PUD Overlay within the R1 C zone, and
 - b. The uses will be an improvement to the neighborhood and the Town.
- (b) Item be does not apply to the application.
- (c) No additional conditions appear to be necessary related to the definitions and the Location of the P.U.D. Overlay as noted above.

RECOMMENDATION:

Staff recommends a Council member make a motion followed by a second to approve Ordinance 16, Series 2017.

ORDINANCE NO. 16

SERIES 2017

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING SECTION 16-6-320 LOCATION OF P.U.D. OVERLAY FOR RECTORIES AND CHARITY PANTRIES IN THE “R1C” ZONE AND ADDING DEFINITIONS IN SECTION 16-1-20 DEFINITIONS FOR SUCH USES

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

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

WHEREAS, on May 30, 2017, the Crested Butte Board of Zoning and Architectural Review (the “**Board**”) reviewed proposed amendments to the Crested Butte Municipal Code (the “**Code**”) regarding allowing rectories and charity pantries in the R1C overlay zone district;

WHEREAS, the Board found that rectories and charity pantries are consistent with the Town’s Land Use Plan for church uses in the R1C P.U.D. overlay district and that such uses shall be reviewed under the standards found in Section 16-6-320 of the Code;

WHEREAS, the Town Council has discussed and considered the Board’s recommendations and hereby finds that amending the Code as set forth below is in the best interest of the health, safety and welfare of the Crested Butte, its residents and visitors alike.

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

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

“Dwelling unit, rectory - means a building used exclusively for occupancy by clergy with no provisions for long term or short term rental accommodations. The dwelling unit must be ancillary to church or church related facilities on the property.

Charity pantry – means the provision of clothing and housewares available to the public that is free of charge.”

Section 2. Amending Section 16-6-320. Location of P.U.D. Overlay Section 16-6-320 of the Code is hereby deleted in its entirety and replaced with the following new section that shall read as follows:

“Sec. 16-6-320. Location of P.U.D. Overlay.

Between four (4) and eight (8) contiguous Town lots, whether or not divided by an alley, in the "R1C" District which will be used primarily as public playgrounds and public recreation areas; churches and church-related facilities including only reception halls, rectories, charity pantries, class rooms, child care areas and required parking; nonprofit libraries and museums; and public and private schools.”

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance 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 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

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

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

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

Request for partnership in improving energy efficiency in Colorado through CARE and ESC programs

Energy and housing challenges in Gunnison County

While the environmental benefits of energy efficiency are well known, fewer people consider the impact on poverty. Many Gunnison County residents living in poverty spend 10% or more of their income on energy bills, far above the 4 to 6% that experts consider acceptable. Further, an estimated 1,700 homes in the County are viewed as 'substandard' with significant health, safety, and energy issues.

Addressing these challenges

Reducing energy costs for low and middle income (LMI) households can help solve these problems by making housing costs more affordable and improving the quality of substandard housing. The Colorado Affordable Residential Energy Program (CARE) and Energy Smart Colorado (ESC) are programs aimed at making residential energy upgrades simpler and more affordable. CARE, created by Energy Outreach Colorado (EOC), uses EOC funding and utility rebates to provide free home upgrades to LMI Coloradans. ESC is a federally funded program that offers discounted home energy services including energy assessments and recommendations, access to contractors, and funding including financing and incentives. Home energy efficiency improvements from these programs lead to money saved for Gunnison County residents, increase revenue for the contractor workforce, and significantly reduce carbon emissions. Further, while these programs are not specifically aimed at addressing health and safety issues, contractors often discover and resolve health and safety issues while performing energy efficiency upgrades.

Where we are today

CARE and ESC are both implemented on a county by county basis and require a local partner to spearhead their execution. In Gunnison County, this partner will be the Gunnison Valley Regional Housing Authority (GVRHA). With a history of implementing successful energy efficiency programs, Lotus Engineering & Sustainability, LLC (Lotus) has been selected to assist the GVRHA in developing these programs in Gunnison County.

Goals

To make the biggest impact on our LMI households and help meet County and GVRHA goals we have identified the following CARE and ESC goals:

1. Assess 150 homes per year.
2. Retrofit up to 50% of all assessed homes.
3. Enroll three to four projects in the ESC's direct revolving loan fund per year

Reaching these goals will require a minimum of \$100,000. We are currently on our way to reaching that goal with \$52,500.

Why your help matters

We understand that the Town and GVRHA share a mission of improving housing affordability and livability. CARE and ESC have flourished elsewhere in Colorado and we are confident that they can be successful in Gunnison County.

Given the Town's demonstrated commitment to the health and prosperity of Gunnison County, we have identified you as a potential partner to assist us in outreach, funding, and/or fundraising activities for CARE and ESC.

Funding will dictate how many people benefit from the programs, making fundraising particularly critical to success. Funds will be spent on (in chronological order):

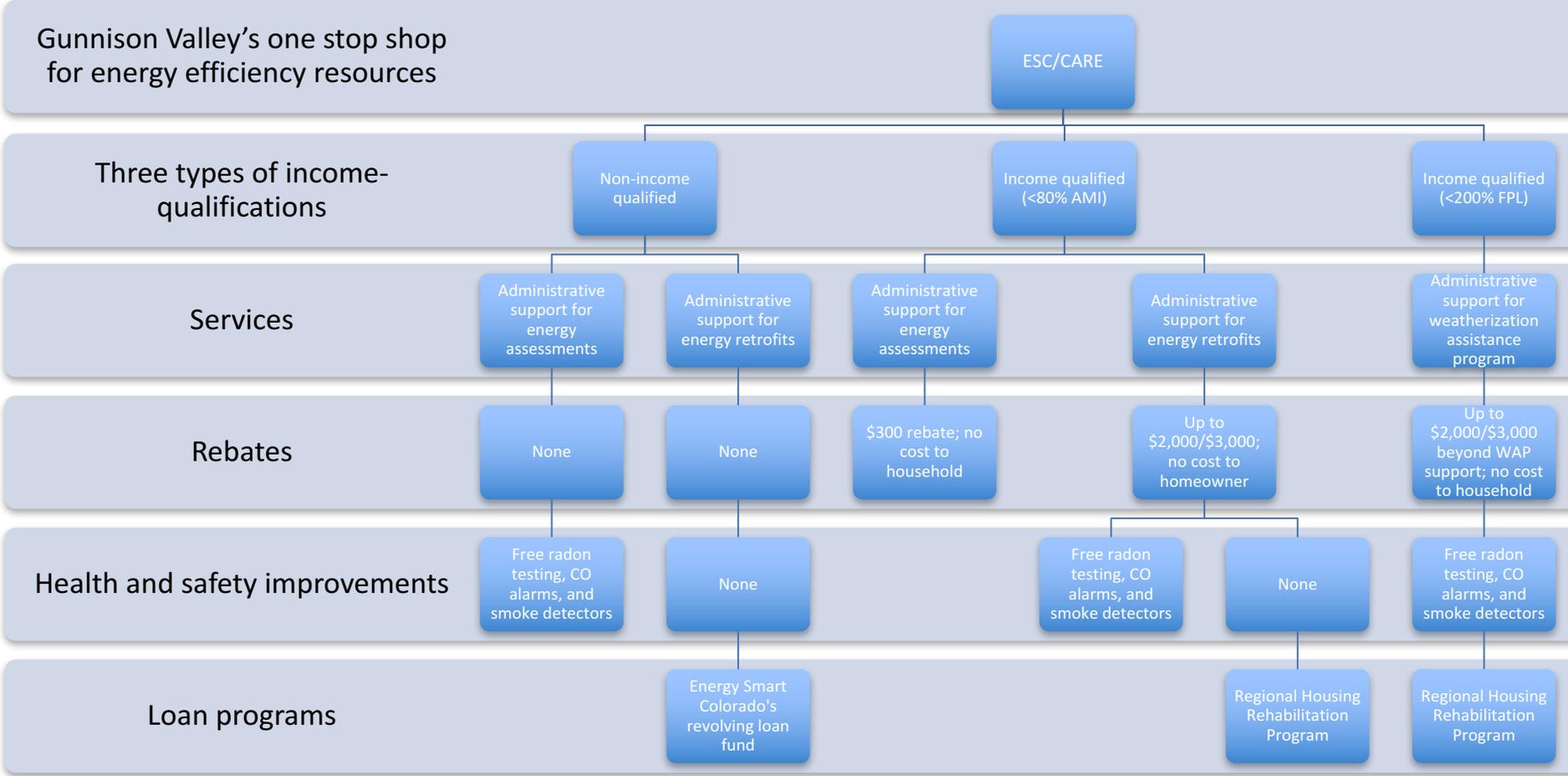
- Program development and program administration
- Energy efficiency assessments
- Home retrofits and rebates

Given this funding structure, additional funding will allow us to reach more homes and make a larger community-wide impact.

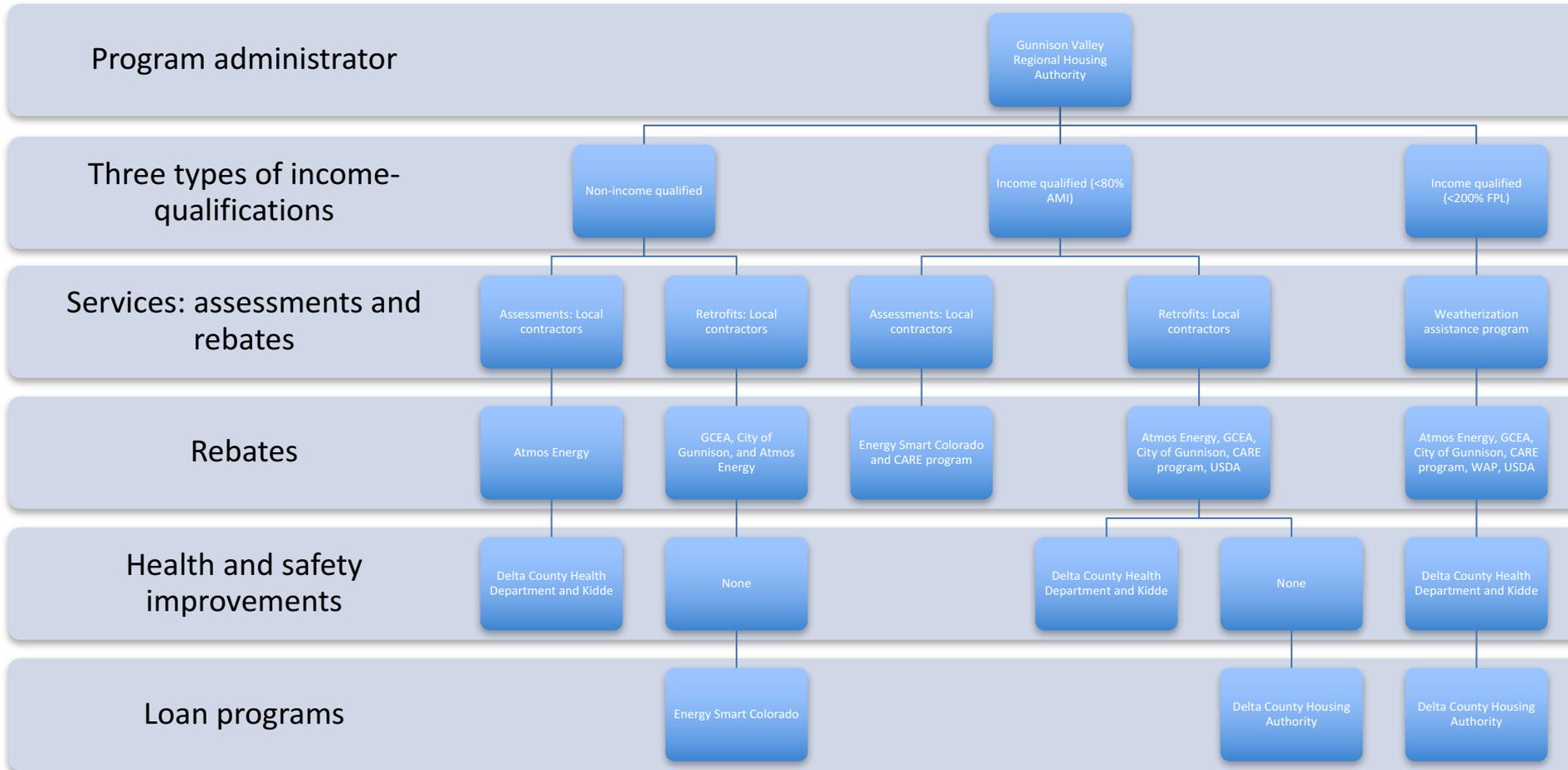
Next Steps

We appreciate the opportunity to discuss this potential collaboration in more detail. Next steps would involve (1) identifying the best ways that we can work together, and (2) working together to create a plan of action. We look forward to the opportunity to work with you.

How the Program will Serve its Clients



Who Serves the Program



Program Stakeholders and Their Roles

Program Administration	<ul style="list-style-type: none">• Gunnison Valley Regional Housing Authority
Outreach and Marketing	<ul style="list-style-type: none">•Gunnison Congregational Church•Gunnison Regional Valley Housing Authority•Crested Butte South Property Owner's Association
Public Education	<ul style="list-style-type: none">• Coldharbour/Western State University
Assessments and Rebates	<ul style="list-style-type: none">• Local contractors• Weatherization assistance program
Rebates	<ul style="list-style-type: none">•Atmos Energy•GCEA•City of Gunnison•Energy Smart Colorado•CARE program•WAP•USDA
Health and Safety	<ul style="list-style-type: none">•Delta County Health Department•Kidde/Crested Butte Fire Protection District
Funding Support	<ul style="list-style-type: none">•Gunnison Congregational Church•Gunnison County•City of Gunnison•Town of Crested Butte•Town of Mt. Crested Butte•Gunnison Valley Housing Foundation•Energy Smart Colorado•CARE program



REPORT TO THE CRESTED BUTTE TOWN COUNCIL CONCERNING THE:

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY (the "Authority")

1. The original IGA became effective July 10, 2012, establishing the multijurisdictional housing authority as a separate political subdivision of the state, pursuant to C.R.S. § 29-1-204.5.
2. Members of the Authority include Gunnison County, City of Gunnison, Crested Butte and Mt. Crested Butte.
3. The purpose of the Authority is to provide affordable housing projects and programs for local low- to moderate-income households and for employees of local employers.
4. The original IGA addresses functions and services (pages 2-3), powers of the Authority (pages 4-5), as well as administrative provisions (pages 5-8) and sources of revenue (pages 8-10).
5. Sources of revenue in the original document include sales and/or use taxes, ad valorem taxes and proportional shares of funding from each of the members.

The purpose for this amendment to the original IGA is to:

1. Add the name "Crested Butte" as it is referred to collectively in the "Parties" to the IGA.
2. Add to the Functions or Services of the Authority (Section 1.3) administrative functions related to affordable housing programs such as performing qualifications, managing sale and rental procedures, deed restriction monitoring and enforcement and providing office hours to all Authority parties.
3. Add Renewed Commitment from Jurisdictional Parties (Section 4.6), establishing a recharged commitment from each jurisdiction to support the mutually agreed upon formation, function, services, powers and funding sources of the Authority.
4. Modify the Proportional Shares of Funding (Section 4.6.a) in order to, over a five (5) year period, gradually bring each jurisdiction's share of the committed \$235,000 funding for the Authority to equal amounts of \$58,750. The Authority is viewed by its Board as an 'equal-opportunity service provider' to all the jurisdictions.
5. Restate Payment Dates (Section 4.6.b) for the annual funding of the Authority by each jurisdiction, such funding to occur no later than January 30th of each year.
6. Add Article VII, Commitments from Jurisdictional Parties.

7. Add Multijurisdictional Plan (Section 7.1), stating that the jurisdictions agree to assist the Authority in the creation of a multijurisdictional housing plan as required under C.R.S. 29-1-204.5.
8. Add Contract with the Authority (Section 7.3) stating the jurisdictions agree to contract for services with the Authority when deemed appropriate and reasonable for property management and project services.
9. Add to each Section of Article VIII, General Provisions, the word "Section" in front of each numbered paragraph.

Submitted by:

Jennifer Kermode
Executive Director
Gunnison Valley Regional Housing Authority
jkermode@gvrha.org

RESOLUTION NO. 45**SERIES 2017****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

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

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service of facility lawfully authorized to each local government; and

WHEREAS, the provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, Section 14.5 of the Town Charter permits the Town Council, by resolution, to enter into agreements with special districts for furnishing or receiving services; and

WHEREAS, a multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects of programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together on affordable housing projects and programs for local low- to moderate-income families and for employees of local employers, and therefore formed the Gunnison Valley Regional Housing Authority (the “**GVRHA**”) in 2012 through an intergovernmental agreement establishing the GVRHA; and

WHEREAS, the GVRHA adopted a strategic plan on March 8, 2017 containing strategic priorities and results including certain member commitments reflected in the First Amendment to the Intergovernmental Agreement Establishing the GVRHA (the “**Amended IGA**”); and

WHEREAS, the Town Council hereby finds that entering into the amended IGA as reflected in this resolution is in the best interest of the general health, safety and welfare of Crested Butte, its residents and visitors alike.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

2. The Town Council hereby authorizes the Mayor to enter into the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.

INTRODUCED, READ AND ADOPTED THIS _____ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 (“Gunnison County”), the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 (“Gunnison”), the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224 (“Crested Butte”), and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 (“Mt. Crested Butte”); (collectively, the “Parties”).

RECITALS

- A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service of facility lawfully authorized to each local government.
- B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.
- C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects of programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.
- D. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together on affordable housing projects and programs for local low-to moderate-income families and for employees of local employers, and therefore desire to continue to participate with one another and the Gunnison Valley Regional Housing Authority.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

**ARTICLE I
ESTABLISHMENT OF AUTHORITY**

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the “Gunnison Valley Regional Housing Authority (the “Authority”).

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low- or moderate-income; (b) affordable housing projects or programs for employees of employers located

within the jurisdiction of the Authority; (c) senior housing facilities; (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions or Services. The functions and services of the Authority include, but are not necessarily limited to the following:

- a. Advise local governments of the practical applications of local housing policy and infrastructure needs;
- b. Review development proposals and participate as appropriate;
- c. Facilitate partnerships to create housing;
- d. Allocate funds for eligible housing projects;
- e. Facilitate the establishment of a housing land trust;
- f. Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- g. Identify financing opportunities;
- h. Propose ballot initiatives;
- i. Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- j. Acquire land and obtain development approvals. Issue request for proposals for private sector and non-profit entities to build;
- k. Develop new for-sale and rental affordable housing;
- l. Rehabilitate existing housing;
- m. Manage affordable housing properties;
- n. Administer housing voucher programs;
- o. Construct infrastructure to serve affordable housing;
- p. Qualify applicants for affordable housing home ownership or Authority rental properties;
- q. Conduct lotteries for the sale or rental of affordable housing properties;
- r. Provide assistance for deed restriction enforcement and interpretations;
- s. Provide office hours for all Authority parties.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, ad governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in the Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right tor ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded In the manner set forth in Section 6.1.

ARTICLE II POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

- a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional and individual jurisdiction plan within the means of families of low- or moderate-income;
- b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees or employers located within the boundaries of the Authority;
- c. To make and enter into contracts with any person, including, without limitation, contracts with state of federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;
- d. To employ agents and employees and to set the salaries of same;
- e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;
- f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity or service;
- g. Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;
- h. To levy, in all of the area within the boundaries of the Authority, a sales o ruse tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement;
- i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement;
- j. To levy, in all of the area within the boundaries of the Authority, a lodging tax as more fully described in Section 4.5 of this Agreement;
- k. To incur debts, liabilities, or obligations;
- l. To sue and be sued in its own name;
- m. To have and use a corporate seal;
- n. To fix, maintain and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
- o. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out if its purposes;
- p. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;
- q. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation; and

- r. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.
- s. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property, sales and use, and lodging taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

- a. *Number and Qualification of Directors.* Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.
- b. *Term of Office.* Each Board member who is an elected official shall serve a four-year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed Board member shall serve a two-year term commencing on January 31 following each election held on the first Tuesday in November in each odd-numbered year.
- c. *Vacancies.* Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.
- d. *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as director, he or she may be removed by the Board and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.
- e. *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties.
- f. *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require

the approval of seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. § 24-7-201 *et seq.*

- g. *Duties of the Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1,5, and 6 of Article 1 of Title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be mended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, a Treasurer, each of who shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

- a. *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold office until his/her successor shall have been duly elected and shall be qualified of until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.
- b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or President of written office signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgment the best interests of the Authority will be served thereby.
- c. *Vacancies.* A vacancy in any office because of the death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.
- d. *Duties.*
 - (i) *President.* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or execute; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
 - (ii) *Vice-President.* In the absence of the President or in the event of his or her death, inability oi refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President of the Board of Directors.
 - (iii) *Secretary.* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. § 24-72-201 *et seq* and this Agreement or as otherwise

provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

- (iv) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall:
- (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors. All checks written from an Authority bank account over \$10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- a. federal, state, local and private grants or donations;
- b. property management fees;
- c. rents or other lease income;
- d. interest on interest-bearing accounts;
- e. proprietary revenue of the parties in accordance with this Agreement;
- f. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
- g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
- h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

- a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
- b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales, Use and Lodging Tax. The Authority may levy, in all of the area within the boundaries of the Authority, a sales, use or lodging tax, or all, upon every transaction or other incident with respect to which a sales, use or lodging tax is levied. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. A sales or use tax will not exceed the rate of one percent and a lodging tax will not exceed the rate of two percent. The Authority shall apply the proceeds of all sales, use or lodging taxes solely towards the purposes, functions or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority for the first three (3) full calendar years, beginning on January 2013, in the total aggregate amount of One Hundred Eighty Thousand 00/100 Dollars (\$180,000) for each year. The parties acknowledge that such funding may not be adequate to completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

- a. *Proportional Shares of Funding.* The Parties agree that the responsibility for funding the obligations set forth in section 4.5 herein should be shared by the Parties in the following amounts:

Gunnison County	Ninety Thousand 00/100 Dollars (\$90,000)
City of Gunnison	Thirty Thousand 00/100 Dollars (\$30,000)
Town of Crested Butte	Thirty Thousand 00/100 Dollars (\$30,000)
Town of Mt. Crested Butte	Thirty Thousand 00/100 Dollars (\$30,000)

- b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

Section 4.6 Renewed Commitments from Jurisdictional Parties. The jurisdictional partners agree that the success of the Authority is of paramount importance to the communities they represent. Additionally, the parties agree that the success of the Authority is equally important to each of the jurisdictional bodies. To ensure the continued and growing success of the Authority, the parties to this Agreement acknowledge and agree that continued and sustainable operational funding is needed. The parties hereby agree to fund the Authority for the next five (5) full calendar years, beginning on January 01, 2018 in the total aggregate amount of Two Hundred Thirty-Five Thousand Dollard (\$235,000) each year. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

- a. *Proportional Shares of Funding.* The parties agree that the responsibility for funding the Authority should be equally divided amongst them and that currently the funding is not equally split. To ensure the affordability of each entity to meet the funding obligations hereunder, the parties agree to the funding schedule as follows:

Party	2018	2019	2020	2021	2022
County	\$79,750	\$69,000	\$64,000	\$58,750	\$58,750
City of Gunnison	\$53,000	\$58,750	\$58,750	\$58,750	\$58,750
Crested Butte	\$58,750	\$58,750	\$58,750	\$58,750	\$58,750
Mt. Crested Butte	\$43,500	\$48,500	\$53,500	\$58,750	\$58,750

- b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year. In addition to the foregoing, the parties may, from time to time,

pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII COMMITMENTS FROM JURISDICTIONAL PARTIES

Section 7.1 Multijurisdictional Plan. The parties to this Agreement agree to assist the Authority in Developing and implementing multijurisdictional housing plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low- or moderate-income; (b) affordable housing projects or programs for employees of employers located within the boundaries of the Authority; (c) senior housing facilities; and mixed income or mixed use properties that facilitate the purposes of (a), (b) or (c). The parties will assist in developing a pipeline of projects

derived from the multijurisdictional housing plan based on key findings and recommendations of the most recent housing needs assessment for the Gunnison Valley.

Section 7.2 Ballot Initiative Support. The parties to this Agreement agree to support referred measures put before the electorate by the Authority upon review and approval by each party's respective governing body of such referred measures. Any referred measures shall be for the purpose of allowing the Authority to levy, collect, spend or reserve all revenues from such referred measures whether they are sales, use, lodging or ad valorem tax.

Section 7.3 Contract with the Authority. When deemed appropriate and reasonable by the relevant party, the jurisdictional parties agree to contract with the Authority for the provision of property management and project services.

ARTICLE VIII GENERAL PROVISIONS

Section 7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

Section 7.3 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

Section 7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

Section 7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

Section 7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may

be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Deputy Clerk to the Board

Phil Chamberland, Chairperson
Date: _____

Approved as to form:

County Attorney

(SEAL)

CITY OF GUNNISON, COLORADO

City Clerk

, Mayor
Date: _____

Approved as to form:

City Attorney

(SEAL)

TOWN OF CRESTED BUTTE, COLORADO

Town Clerk

Glenn Michel, Mayor
Date: _____

Approved as to form:

Town Attorney

(SEAL)

TOWN OF MT. CRESTED BUTTE, COLORADO

Town Clerk

Todd Barnes, Mayor
Date: _____

Approved as to form:

Town Attorney

To: Mayor Michel and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Slate River Annexation Process and Update**
Date: July 10, 2017

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 two pre-annexation agreements. The first 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 four 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.

The second agreement was developed 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, an 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 Pre-Annexation Agreements 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).

Required Agreements

The Town is obligated per the Pre-Annexation Agreements to provide water and sewer service to the eastern portion of the property to remain in the unincorporated area of the County. Since the Town will be responsible for the future maintenance and repair of this infrastructure two agreements need to be executed on July 24th with the developer.

The first agreement is a Development Improvement Agreement (DIA) to protect the Town's interests in infrastructure that will be install and inspected by the Town. Following a two-year warranty period, the Town will be responsible for the maintenance and repair of this infrastructure. This includes roads located on the western portion of the site, water and sewer lines and associated infrastructure such as lift stations, irrigation lines, 8th Street cleanup, and trail extensions. This agreement is important to the Town for three reasons. First the DIA will give the Town the right to inspect the infrastructure throughout the construction process. Second, the DIA will ensure proper surety is established to guarantee the project will be completed. Lastly, the DIA establish a two year warranty period.

The second agreement is a water and sewer extension agreement. This agreement will establish the use of water and sewer within the unincorporated portion of the development. This agreement will bound the HOA to the Town's regulations for water and sewer. At the time of the execution of these agreements the developer will transfer a special warranty deed for the McCormick Ditch water rights.

The developer will also need to execute the Declaration Covenant that obligates the future owners to a voluntary 3% Real Estate Transfer tax.

Additional Agreements

There are several other agreements that will occur through the annexation process. These include a boater access for the Slate River, dedication of western properties to the Town, Land Conservation Covenant for portion of the landfill that is capped, and several environmental agreements for the VCUP. These will occur once the applicant gets a no further action determination from the CDPHE on the landfill remediation.

Process

The developer will soon begin construction of infrastructure to serve the 23 single-family lots located in the unincorporated area of the County and the cleanup of the landfill. The required agreements will be brought to the Town Council on July 24th for their consideration to allow the developer to proceed with the construction of the infrastructure for the subdivision. These agreements are intended to protect the Town's interests in infrastructure that will be maintained by the Town. The developer will begin construction of this infrastructure while simultaneously cleaning up and capping portions of the landfill to be dedicated to the Town. The construction of the subdivision on the eastern portion of site will remain under the County's jurisdiction.

Once the developer receives a no further action determination from CDPHE for the landfill cleanup, the lands on the western portion will be dedicated to the Town. The applicant will retain a 2.2 acre site for up to six residential lots on the western portion of the site.

Upon the dedication of the land to the Town, the Town will begin the formal annexation process. Attached to this memo is a flow chart outlining this process. This process will require master planning and coordination with several other entities on possible public projects for the land. This process is slated to begin this fall. Master planning is allowed to begin for individual sites including for affordable housing and a possible emergency service center at this time.

Annexation and Major Subdivision Review Procedures

(For Quick Reference Only, Please See Articles 15, 16, 17 of the Town Code)

STEP 1

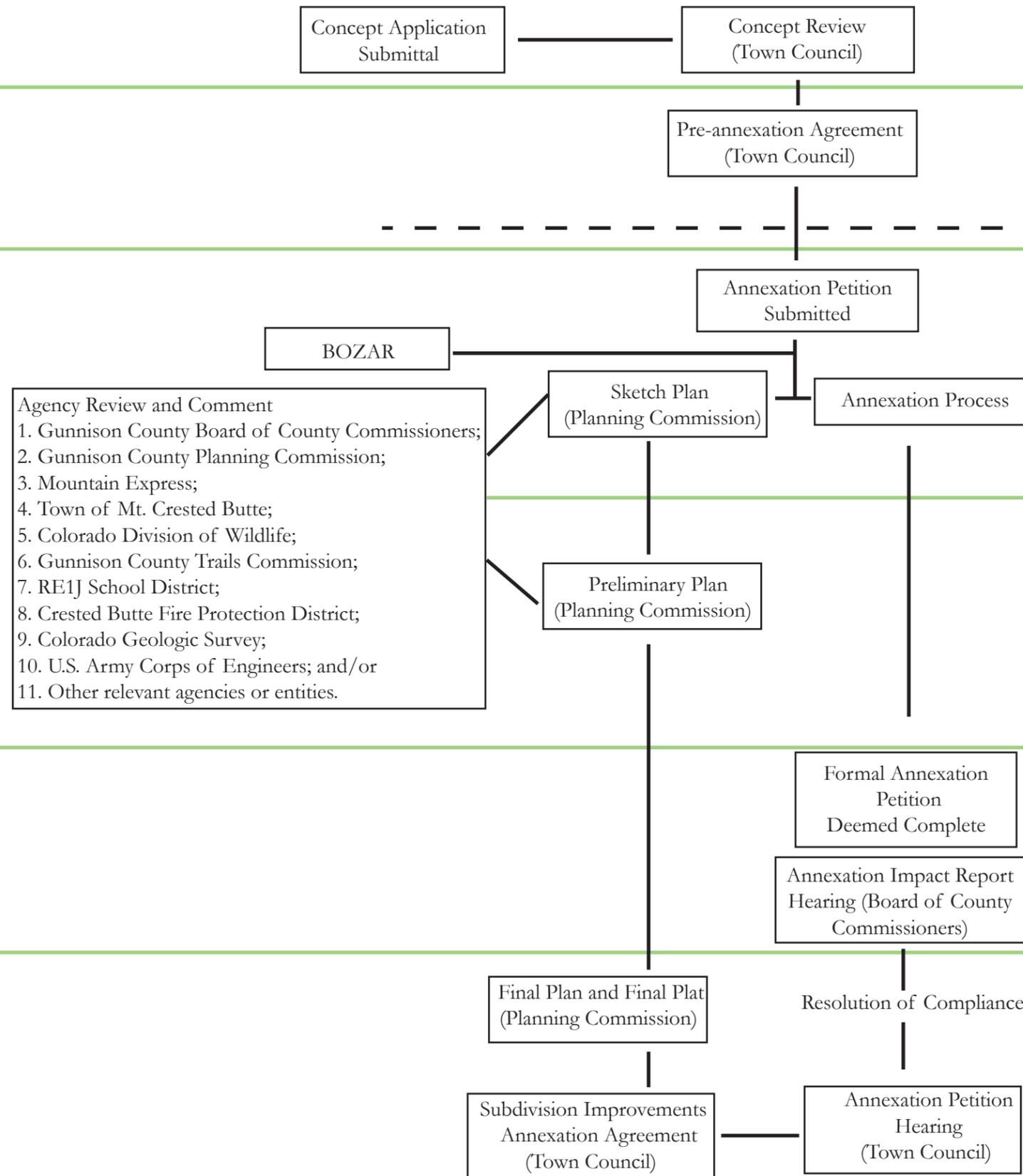
STEP 2

STEP 3

STEP 4

STEP 5

STEP 6



Step 1. Concept Annexation Review

This stage is designed to allow the applicant to obtain an informal response from the Town Council on concepts and site layout. Key review criterion at this stage of the application includes:

- Land Uses
- Proposed Parks and Open Space
- Site Constraints
- Water and Sewer Connections
- Affordable Housing
- Transportation Systems

Step 2. Pre-Annexation Agreement

A pre-annexation agreement is a useful tool for addressing unique circumstances with a land use applications that are not typically addressed in Town development codes. The unique aspects with this annexation application include the landfill remediation, the use of Town owned property, the need for a facility master plan for the Public Works Yard, the possibility of the fire station/Marshall relocation, and the possible need for engineering at the waste water plant.

Step 3. Submittal of Annexation Petition & Sketch Plan Subdivision Review

The first stage of subdivision Sketch Plan Review which must be approved prior to a formal annexation petition being submitted. After a formal application is submitted by the applicant, Town staff reviews it for completeness. Once an application is determined to be complete, the Sketch Plan is scheduled for a public hearing with the Planning Commission. Prior to this public hearing, a 30 day comment period occurs with multiple agencies. BOZAR is also required to have a hearing on the subdivision during this time period. At this stage the applicant is required to provide lot configuration, densities, detailed plans, wetland studies, and other information. The Sketch Plan Review is a public hearing and public comment is taken.

Step 4. Preliminary Plan Subdivision Review

This is the most important stage of the review process and requires substantial submittals from the applicant including detailed engineering, plans, calculations and other studies. Senior staff comments along with the hired Town Engineer's report are incorporated into a report prepared by the Planning Director which is presented to the Planning Commission. At this point, the details of the project including phasing, funding, parks, affordable housing, building, impact fees and other issues are to be tracked and summarized for the Subdivision Improvements Agreement ("SIA") and Annexation Agreement ("AA") which is prepared and presented to Town Council in Step 6. The Preliminary Plan Review is a public hearing and public comment is taken.

Step 5. Annexation Impact Report

At this stage the Gunnison County Board of County Commissioners will conduct a public hearing on the impacts of the annexation on Gunnison County. The applicants are responsible for preparing the report and presenting to County Commissioners. Recommendations and requirements will be delivered to the Town Council for their consideration at Step 6.

Step 6. Formal Annexation Petition Review and Final Subdivision Plan Review

This is the stage of the process where final entitlements are put into place. Several meetings are required to finalize the development as well as a series of Resolutions and Ordinances. Noticing of these meetings and setting the public hearing is critical to the success of running a smooth meeting process at this juncture. There will need to be additional ordinances to annex and zone the property. Resolutions are prepared for agreements such as the SIA and AA and approvals of the final subdivision. This final process takes a minimum of three Council meetings. Special meetings need to be planned well in advance because they will need proper noticing. Once approved, the final plat and agreements will need to be recorded. Financial securities put in place for the construction of infrastructure. The Town Council takes action on the final annexation approvals with the exception of the approval of the Final Subdivision Plan. The Planning Commission convenes to approve the Final Subdivision Plan prior to the Council taking action on Final Annexation approval.



Staff Report

July 10, 2017

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Update on selection of a purchaser/developer of the Brush Creek parcel

Summary: Staff is looking for direction on whether or not to support the selection of Gatesco to proceed with negotiation for sale and development of the Brush Creek parcel.

Background and Discussion: The Town is a partner in the ownership of the Brush Creek parcel (17 acres at the intersection of Hwy 135 and Brush Creek Rd). The County holds title to the property and use or development of the property is governed by Sections 4 and 5 of the Memorandum of Agreement (“MOA”) from 1998 between Mt. Crested Butte, Crested Butte, Gunnison County and the Town of Crested Butte (the “Participating Parties”). The two uses of the property identified in the MOA are transit and affordable housing.

The Participating Parties issued a request for qualifications (“RFQ”) for potential developers of the property in early March. Five submittals were received in response to the RFQ. Two developers were selected to move to the next phase and respond to a more detailed request for proposals. Representatives from the various Participating Parties have reviewed the responses and met with each development team on Wednesday, June 28th. Representatives from the Town included myself, Michael Yerman and Council members Schmidt and Merck. The executive director and a board member from the housing authority were also there for the meetings.

Both proposals were well done and had strong merits, however the consensus among all representatives of the Participating Parties was to proceed with the proposal from the Gatesco team (attached).

The provision of water/sewer to the property is not straightforward, as detailed in the attached proposal, and there will likely be eventual discussion about the possibility of extending municipal wastewater to the site (most likely just wastewater, but there is a possibility of a request for extension of water as well).

The County has delegated its decision making authority on this issue to Matthew Birnie and Michael Kraatz has similar authority on behalf of CBMR. They have both stated that they will proceed with Gatesco as their choice. The Town of Mt CB considered its recommendation at their meeting on July 5th and directed their staff to support proceeding to work with Gatesco.

Regardless of who is selected to develop the property, there will be an extensive public process through Gunnison County to review the development proposal and grant entitlements. During that review process neighborhood concerns about the details of the land use plans will be vetted along with consideration of development standards in the unincorporated area. Approval of the proposal at this stage does not grant any entitlements and we can expect the plans will continue to be refined during the subsequent review by the Participating Parties, Gunnison County Planning Commission and Board of County Commissioners.

Legal Implications: A purchase and sale agreement will have to be negotiated between the developer and the County. This will be done with input from the Participating Parties.

Financial Implications: A purchase price will be negotiated between the Participating Parties and the developer. It is not anticipated that the sale will generate much revenue for the Participating Parties but rather that the emphasis should be placed on supporting the development of a quality workforce housing project.

Recommendation: Staff recommends the Council direct the Town Manager to convey to the Participating Parties their support for proceeding in negotiations with Gatesco for the development of the Brush Creek parcel in a manner similar to that proposed in the attached RFP response.

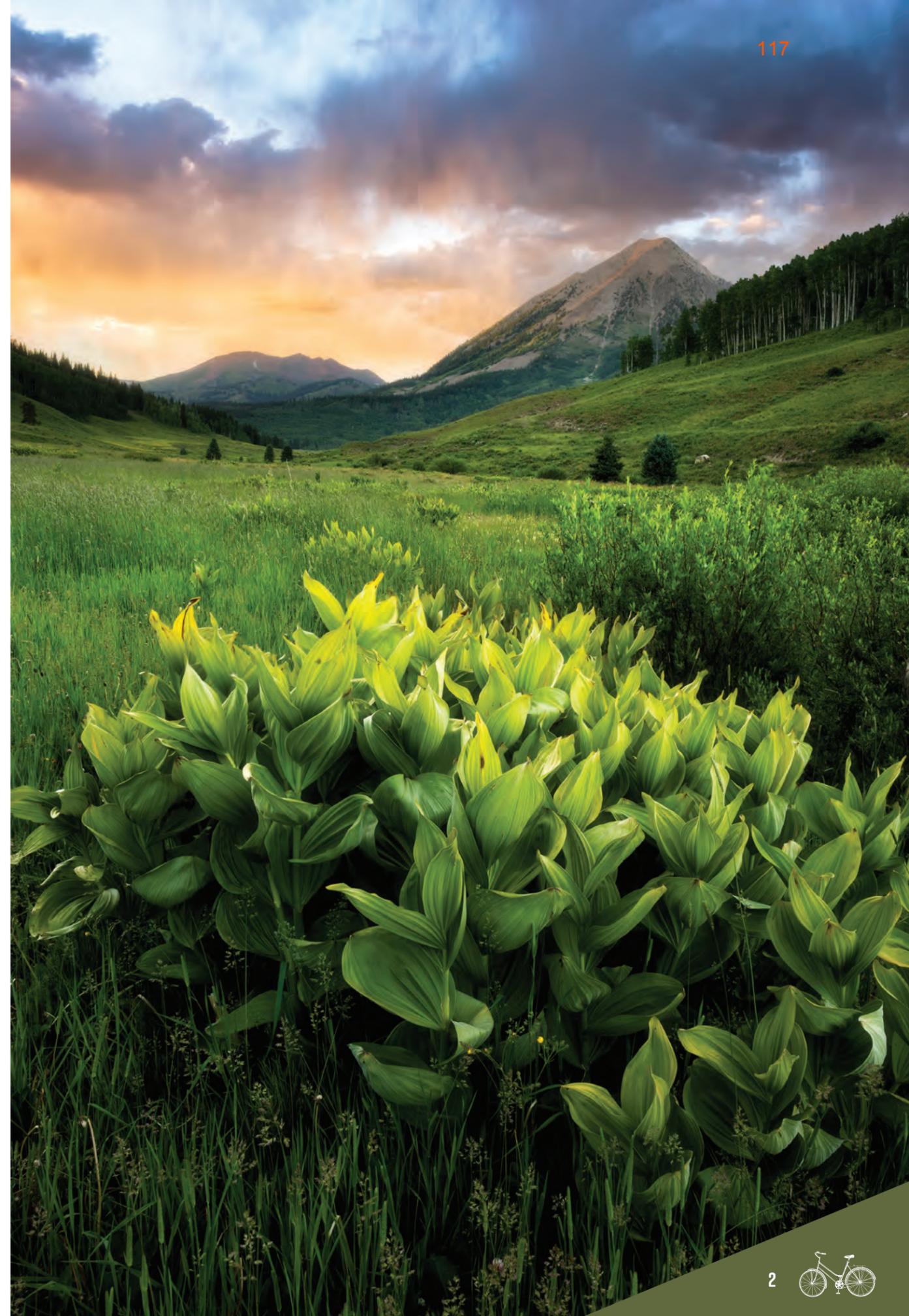
Proposed Motion: Direct the Town Manager to convey to the Participating Parties the Town Council's support for proceeding in negotiations with Gatesco for the development of the Brush Creek parcel in a manner similar to that proposed in the attached RFP response.

THE
CORNER
AT BRUSH CREEK



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INTRODUCTION

GATESCO, INC.
P.O. BOX 699
201 ELK AVENUE
CRESTED BUTTE, CO 81224

JUNE 23, 2017

GUNNISON COUNTY
OFFICE OF COUNTY MANAGER
200 E. VIRGINIA AVE.
GUNNISON, CO 81230

Thank you for the invitation to respond to the Request for Proposals (RFP) for the development of the Brush Creek Parcel. I enjoyed meeting you in April to discuss our response to the Request for Qualifications (RFQ). Since receiving the RFP, we have worked extremely hard with our team to put together a project proposal that meets the program objectives outlined in the RFP and that we believe will create tremendous value for the Gunnison Valley. Our local team has met with various stakeholders and neighbors during the last couple of months and we have taken their comments into account in designing the project. I remain as enthusiastic today about developing a workforce housing project at the north end of the Gunnison Valley as I was almost two years ago when I began looking for potential locations for such a development.

In this proposal, you will find a brief summary of our development team. More extensive information about the team members and their respective qualifications was submitted with the RFQ and for brevity is not repeated herein. You will also find narratives and maps discussing and illustrating the various aspects of the project proposal, from site layout and infrastructure to our plan for ensuring that the developed units remain affordable to the Valley's workforce in the long-term.

I look forward to meeting with you again on June 28 to discuss our proposal in greater detail.



SINCERELY,
GARY GATES

THE **CORNER**
AT BRUSH CREEK

**PROJECT
VISION &
VALUES**

A GOOD PLACE TO LAND

COMMUNITY

CONNECTED

COMPATIBLE



LOCAL

**CONCEIVED
DESIGNED
PLANNED
BUILT**



BY OUR LOCAL PROJECT TEAM FROM THE GUNNISON VALLEY



PROJECT AND TEAM MEMBERS

We have assembled a strong team of local companies and individuals with deep roots in the valley and a breadth of experience with numerous successful projects. Many of us have worked together for years. This valley is our home. We are invested in the success of the valley. We've put this team together to ensure this project is a success and benefits everyone who lives in the valley.

Gary Gates - Principal, Houston & Crested Butte

DESIGN

Andrew Hadley - Principal Architect, Andrew Hadley Architect, Crested Butte
 Chris Penfield - Associate, Andrew Hadley Architect, Crested Butte
 Kyle Ryan - Associate, Andrew Hadley Architect, Crested Butte
 Josh Gallen - Architectural Intern, Graduating Sr. at CU Boulder
 Margaret Loperfido - Landscape Architecture, Principal Sprout Studio, Crested Butte
 David Cordell - Landscape Architect, Principal, Sprout Studio/Landvisions
 Chad Wallace - Landscape Designer, Associate, Sprout Studio/Landvisions
 Tyler Hansen - Graphic Design/Branding, Tyler Hansen Design, Crested Butte

ENGINEERING

Jerry Burgess - PE, Senior Engineer, Principal, SGM, Gunnison
 Tyler Harpel - PE, Design Engineer, SGM, Gunnison
 Dodson Harper - PE, SE, Principal, Resource Engineering Group, Crested Butte
 August Hasz - PE, President, Resource Engineering Group, Crested Butte

LEGAL

Kendall Burgemeister - Local Counsel, Law of the Rockies, Gunnison
 Will Gates - In-house Legal/Accounting, Houston, Texas

REAL ESTATE

Doug Kroft - Broker, GRI, CNE, Red Lady Realty, Crested Butte

FINANCIAL

Kelly L. Layne - Director HFF, LP. Houston, Texas

PROJECT MANAGER

John O'Neal - Project Manager/Community Relations, Crested Butte

CONSTRUCTION

Ben Van Someren - In-house Acquisition & Construction, Houston, Texas
 Chris Klein - Construction Supervisor, Owner Christopher Klein Construction, Gunnison, CO
 Skye Houseman - Lead Electrical Contractor, Owner CB Electric, Crested Butte, CO

GATESCO
INC.

CK
CHRISTOPHER KLEIN
CONSTRUCTION INC.

Sprout
studio

CRESTED BUTTE
ELECTRICAL
Established 1978

LAW OF THE
ROCKIES

Red
Lady
REALTY

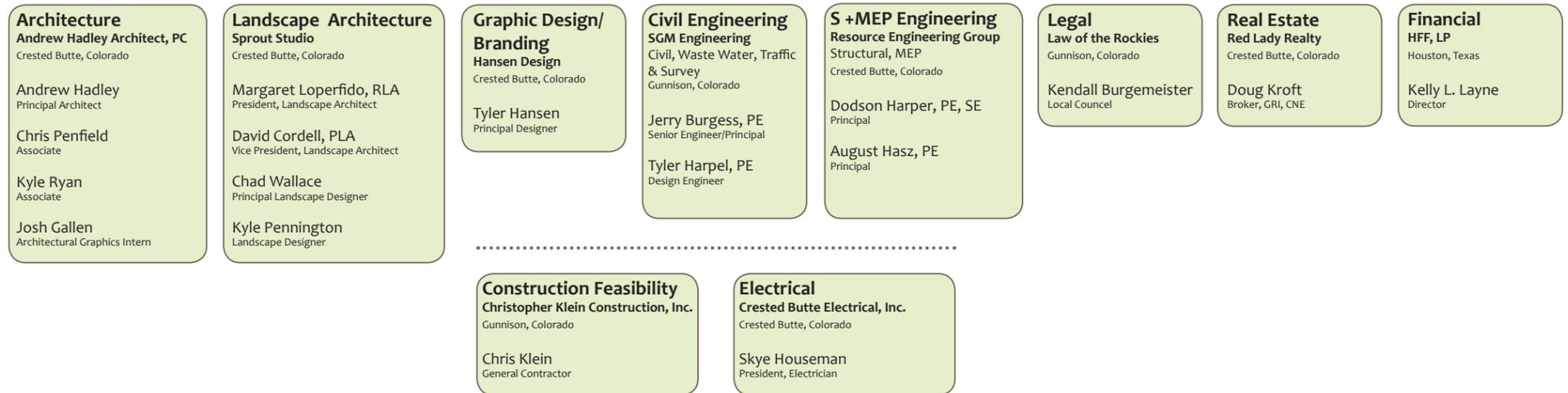
REG
Resource Engineering Group
efficiency | sustainability | simplicity

AHA
ANDREW HADLEY ARCHITECT

SGM



PROJECT TEAM ORGANIZATIONAL CHART



PROJECT DESCRIPTION

The Corner at Brush Creek is a community oriented development of affordable, workforce and market rate housing with proximity to the Town of Crested Butte, easy access to transit and numerous recreational opportunities and common amenities.

HOUSING

240 rental units

7 different unit types from 500 sq. foot efficiency to 1,300 sq. foot 3 bedroom unit 50% of units reserved and rent-capped for households earning less than 140% AMI Every unit comes with a parking space, storage and a washer/dryer.

COMMON AMENITIES

Community is the core value of this project. We have plans for a community garden, community bike share fleet, communal ski/bike repair station and a community building with common spaces for meetings, events and gatherings. The entire development is built around a centrally located park space on the high point of the property.

RECREATION AND OPEN SPACE

Open space has been maximized to provide passive and active recreational opportunities including multi-purpose playing fields, trails, a playground, picnic areas and outdoor gathering areas.

TRANSIT CENTER

A centrally located Transit center for the RTA and Mountain Express buses will provide 69 parking spaces for park-n-ride and intercept parking. The Brush Creek transit stop will be located at the community building with access to bike racks, ski storage and restrooms.



PROJECT DESCRIPTION CONTINUED

ARCHITECTURAL APPROACH

The Corner at Brush Creek is an essential housing development that has a unique opportunity to create a dynamic mix of housing types that integrate with the landscape and are harmonious with their natural surroundings. The upper East River valley has a distinct architectural character that relates to the rugged mountains and natural materials indigenous to the area. Our architectural approach to the design of this project is to plan a community of structures that congregate around a large open park space that will allow all residents to enjoy their backyard and recreate on the expanse of trails and fields offered in the development. The mix of housing types include smaller duplexes that are located at the north and east side of the property to address the more residential neighborhood they border. The structures along Brush Creek Road have a character that resembles the larger homes in Skyland, with gabled roofs, dormers, natural stone and earth toned wood siding. We have also included more contemporary studio apartments with large garages that are equipped with solar panels on the south facing roofs to reduce the overall carbon footprint of the project. There is a community building that will be the heart of the complex, bringing additional recreational opportunities to the residents as well as shop space to tune your skis and bikes. This building will also house indoor common spaces to gather, an outdoor community garden and a transit center for easily accessible transportation for residents of the Corner at Brush Creek as well as all residents of the surrounding areas.

EFFICIENCY & SUSTAINABILITY APPROACH

GatesCo will be the steward of this project for decades to come. Unlike a typical 'build-then-sell' developer model, this simple fact aligns our perspective with energy conservation: reducing energy consumed lowers operating cost, lowering rents and making the project more attractive to renters.

Similarly, reducing materials used, lowers the construction cost. Our Design Team is evaluating the intersections of structural, mechanical, electrical, and plumbing systems with the architectural look and feel and construction detailing to find efficiencies that speed construction and reduce materials used.

INFRASTRUCTURE

Shared metering for gas, electric and water will provide savings for the operational budget that will be passed along to tenants. Trash, recycling, snow removal, landscape maintenance and other common costs will be economized. Reference the maps on the following pages for roads & trails.

Water will be provided for the project via the on-site treatment and storage of water provided via ground water wells. We currently anticipate drilling two wells on site each capable of producing a sustained 50 gallons per minute. The private water system will be developed to treat and maintain the water system. We anticipate storing both fire flow and one day of average demand (250K to 270K).

As part of the system we anticipate designing and providing a booster pumping station capable of providing both the domestic and fire protection flow rates.

Currently we envision two feasible options for wastewater. One is to design, permit and build an on-site system. This system would meet all of CDPHE's criteria for design, construction and on-going operations of said plant.

Another option we are exploring is connecting the Town of Crested Butte's system. Tap fee's and user fee's would be paid to the Town. Additionally, infrastructure upgrades to convey the wastewater to Town would be included in our design and construction schedules.



PHASES

Refer to phasing map & description on page 13

SITE DESIGN APPROACH

The site design approach for this project is focused on maintaining large, contiguous open space on the site, working with the natural topography of the property and being sensitive to the adjacent neighboring communities. We have maximized open space by creating an efficient vehicular circulation system and by proposing underground parking structures and parking tucked under buildings. This has allowed us to preserve large areas of open space for community recreational opportunities. The impact of building height and mass is minimized by placing structures along the natural slope and at the low points of the site while maintaining open green space at the higher elevations. The natural topography also allows us to stagger the building elevations, breaking up the massing and adding visual interest to the built environment. We have included generous buffers around all sides of the site to minimize our impact on neighboring communities. These buffer areas include vegetation as a visual screen and common amenities such as a loop trail system and other passive recreational uses. The transit center and parking lot is located on the east side of the property at the intersection of Brush Creek Road and Wright Ranch Road, providing the easiest access for all the residents along Brush Creek Road.



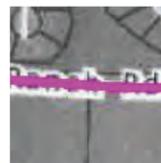
SITE PLAN - ROADS, EASEMENTS, TRAILS, PARKS, AND ACCESS



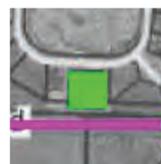
Highway 135, access to the property and to public lands



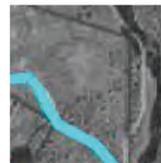
Brush Creek Road, access to the property and to public lands



Wright Ranch Road, access to and through the property



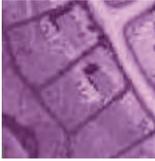
Parks (Larkspur Tennis Courts)

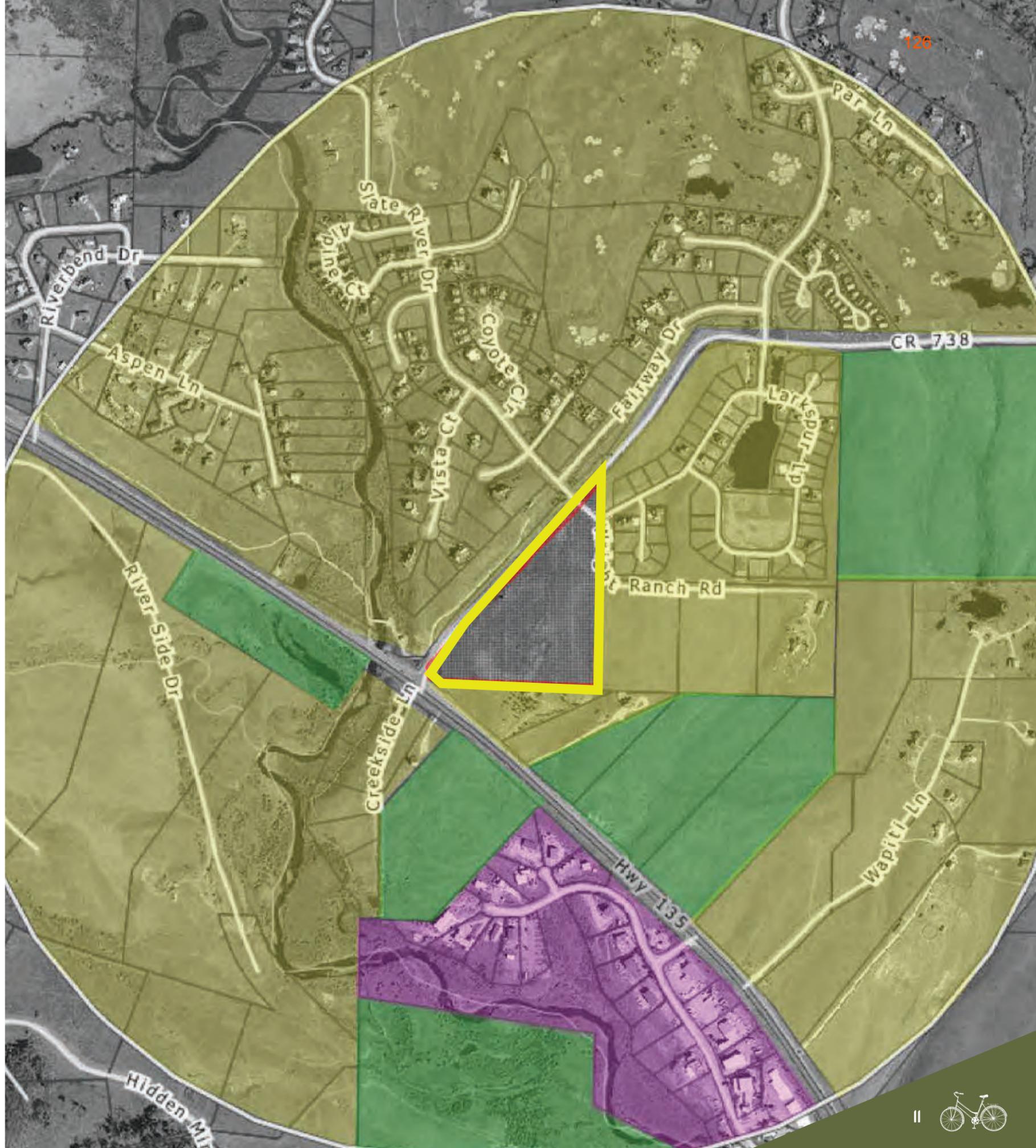


Deli Trail, access to the property and public lands,
connection to Town of Crested Butte



SITE PLAN - EXISTING LAND USES

-  Private/Residential
-  Agricultural/Vacant
-  Industrial/Mixed Use



DEVELOPMENT LAYOUT MAP

INFRASTRUCTURE:

1. Wastewater Treatment
2. Water Treatment
3. Water Storage Tank (buried)

STRUCTURES:

4. Duplex
5. 4-Plex
6. 8-Plex
7. 16-Plex
8. 24-Plex
9. Community Building
10. Maintenance & Equipment Storage Building

CIRCULATION:

11. Paved Pedestrian Sidewalks
12. Soft Surface Trails
13. Vehicular Site Roadways
14. Bus Stop

SITE AMENITIES:

15. Multi-purpose playing field
16. Playground
17. Picnic Shelter
18. Informal Gathering area/Overlook
19. Community Garden
20. Buffer Landscaping
21. Manicured Lawn/ Picnic Area
22. Natural Drainage Amenity Area/Seasonal Stream

Individual maps on the following pages have been created to illustrate the following site development elements:

- PHASES
- STRUCTURE TYPES & LOCATIONS
- OPEN SPACE
- PARKING AREAS
- SNOW MANAGEMENT
- ROADS & TRAIL SYSTEM
- ACCESS & OTHER EASEMENTS
- LANDSCAPE & SITE AMENITIES



PHASES

The following development schedule is optimistic, but attainable. Our desire is to begin leasing units as soon as practicable. Due to the limited building season, the time required to reach completion is sensitive to the timing of the land use approval. If land use approval is received in the spring of 2018, infrastructure and site work can be completed in 2018. If land use approval is received in the fall of 2018, infrastructure and site work would not be completed until 2019.

The accompanying site map illustrates the proposed phasing of the project. We are willing and able to complete Phase 2 by the end of the year 2019. The actual timing will be contingent upon the lease-up of previously constructed units.

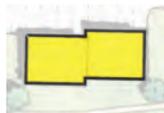
Phase	Timeframe	Notes
Design and Land Use Review	Summer 2017-Spring 2018	Assumes combined Preliminary/ Final Plan. Comm. Dev. Dep't. estimated minimum timeframe is 280 days. LUR contemplates expedited review of essential housing projects
Site Prep and Infrastructure	Summer 2018-Fall 2018	Includes overlot grading, deep utilities, water storage and treatment systems, curb cut entries, sewer, wastewater treatment, storm drainage
Construction Phase 1	Fall 2018-Spring 2019	Includes transit center and transit parking lots, Northwest 8-plexes, West 8-plexes, Center 16-plexes
Construction Phase 2	Spring 2019-Fall 2019	24-plexes, duplexes, 4-plexes, shop/maintenance facility



STRUCTURE TYPES AND LOCATIONS



DUPLEXES- These 3 bedroom units are arranged along a curving road at the east side of the property. There is an oversized one car garage at the lower level with a living area and bedroom at the second level. The living area has a walk out patio to the park space at the west side of the units. Two bedrooms are located on the upper level.



4 PLEXES- These units are located at the southern border of the site. There are solar panels on the south facing roofs to reduce the overall carbon footprint of the project. These 1 bedroom units are located above large garages providing plenty of storage space for the occupants.



8 PLEXES- Located along Brush Creek Road, these units have been designed so that multiple structures can be combined to form larger buildings. The 8 plexes have gabled roofs with dormers, stone detailing and natural wood siding to reflect the predominant architectural character of the Skyland community. One and two bedroom units will be located in these buildings. An underground parking garage enables all residents to have a covered parking space and extra storage.



16 PLEXES- These 3 buildings are located at the west side of the of the central park area. There is pull under parking at the first level of the building and the second level units have walk out access to the open space. These buildings have flat roofs to minimize snow shed zones at the center of the site.



24 PLEXES- These buildings also have flat roofs and are located at the center of the site, where the backyard of the units take advantage of the open park space. Studios, one and two bedroom units will be housed in these buildings.



COMMUNITY CENTER- This is the communal building for the development that will also provide the transit center for the Brush Creek community. The structure will contain gathering areas, offices for the development staff, bathrooms, ski and bike shops for the residents to work on their gear, the water treatment facility and an outdoor community garden. The structure is conveniently located close to the corner of Brush Creek and Slate River roads with easy access from the Larkspur subdivision.



MAINTENANCE, OPERATIONS & STORAGE BUILDINGS- This building is located in the southeast corner of the property. This will house the on-site wastewater treatment or pump station as well as indoor storage areas for maintenance vehicles and snow plows.



OPEN SPACE

OPEN SPACE REQUIRED MIN. 30% = 5.1 ACRES
(without reduction for essential housing)

OPEN SPACE PROVIDED = 6.45 ACRES

Maintaining large, contiguous tracts of open space is a driving factor in the site design for this project. Smaller islands of open space create opportunities for screening and softening the site. There are four distinct open space zones:

1. Central Park
 - Playground
 - Open Multi-Purpose Lawn Area
 - Preserved Native Landscape
 - Seating/Gathering Area/s
 - Trails
 - Picnic Areas
 - Benches
 - Trash / Pet Waste Stations
2. Community Park & Natural Drainage Area
 - Seasonal Stream
 - Transit Stop & Community Building
 - Community Garden
 - Ornamental Planting Areas
 - Covered Patio
 - Manicured Lawn/Picnic Area
 - Natural Drainage & Nature Play
 - Soft Surface TRail System
3. Perimeter Trail/Buffer
 - Soft Surface Trail System
 - Benches
 - Trash / Pet Waste Stations
 - Buffer Planting (trees, shrubs & native grasses/wildflowers)
4. Site Buffer Areas & Landscape Islands
 - Buffer Planting / Screening between Site & Adjacent Properties
 - Landscaping within Site to Soften and Buffer between Buildings and Adjacent Site Uses
 - Pervious Landscape Areas to Break-up Impervious Parking & Drives
 - Street Trees / Streetscape for Improved Circulation Experience



PARKING AREAS

In determining the target number of parking spaces for this project, the following parking per unit ratios were applied per Housing Authority recommendations:

Unit Type	# of Units	Parking per Unit	Total Parking
Efficiency	32	1	32
1 bdr, 1 ba 3	2	1	32
1 bdr, 1 ba w/study	32	1	32
2 bdr, 1 ba	36	1.5	54
2 bdr, 2 ba	48	1.5	72
2 bdr, 2 ba w/study	36	2	72
3 bdr, 2 ba	24	2	48
Total Residential Parking Target - 342			
Total Residential Parking Provided = 361			
Additional Parking Provided at Transit Center = 69			

Access to transit and trails makes living here without a car a viable option and may reduce the demand for parking.

SITE PARKING SUMMARY

Residential Parking

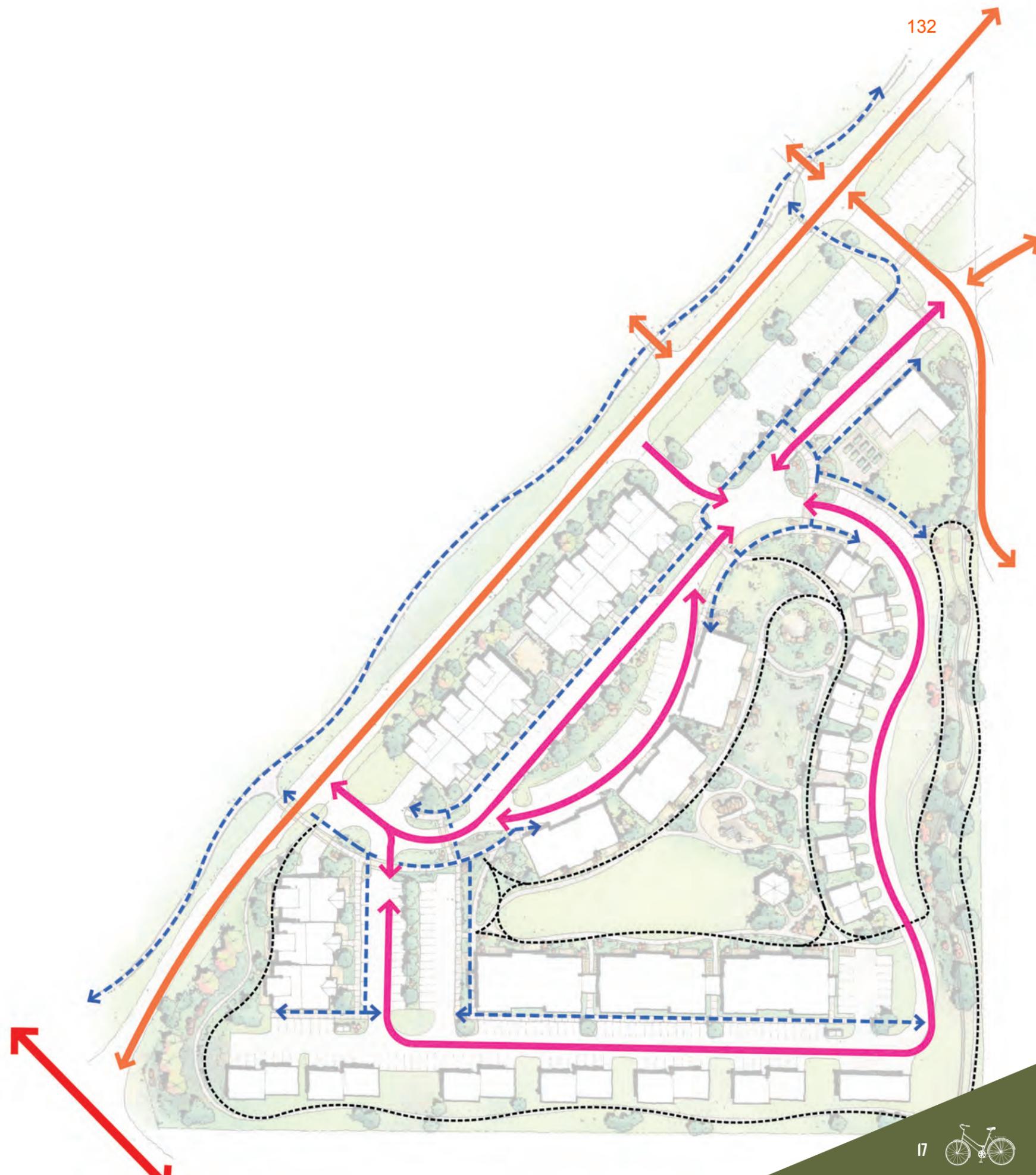
- 1. Parking Garages - 80
- 2. Pull Under - 20
- 3. 4-Plex & Duplex Garages - 40
- 4. Duplex Driveway - 16
- 5. Surface Parking - 205



ROADS AND TRAILS SYSTEM PLAN

Site circulation provides multiple layers of connectivity for motorists, transit users, pedestrians and bicyclists. A “complete streets” approach provides safe and attractive circulation options for all modes of travel. The following elements contribute to the safety, efficiency and aesthetic of the proposed site plan:

- A loop circulation pattern provides ease of navigation and access for vehicular circulation and emergency access.
- The roadway layout responds to the natural topography of the site, minimizing the need for road cuts.
- Roadways have been designed & laid out with snow management in mind. Snow storage areas are located throughout the site and in areas where snow plows can push the snow downhill into storage areas (see Snow Management Plan for additional information).
- The proposed site trail system connects to the adjacent Deli Tail and to neighboring communities.
- Soft surface site trails provide a recreational amenity and strong connectivity throughout the site.
- Paved sidewalks and marked crosswalks provide clear pedestrian circulation adjacent to and across roadways and parking areas.



SNOW MANAGEMENT

TOTAL VEHICULAR PAVED AREAS = 158,000 SF (3.63 AC)
TOTAL SNOW STORAGE AREA = 52,150 SF

33% SNOW STORAGE AREA PROVIDED

Planning for snow management and storage has been integrated into the design of the site with the following goals in mind:

- Provide snow storage dispersed throughout the site and in proximity to the areas to be cleared.
- Provide snow storage in locations that will allow plows to easily push snow into storage areas.
- Provide snow storage while maintaining access to parks and open space.
- Balance the need for snow storage and the desire to have beautiful landscaped areas including trees and shrubs
- Snow melt management will be addressed using low impact development (LID) techniques



ACCESS AND OTHER EASEMENTS

Access to the property is via Brush Creek Road and Wright Ranch Road, both of which are public roads.

The only easement allowing for use of the property by third parties is Wright Ranch Road, pursuant to the Deed of Dedication recorded August 21, 2006 at Reception No. 568257. The easement is 80 feet in width, and is illustrated on the accompanying map.

The County's vesting deed references an easement at Book 270, Page 527, but this easement was terminated by the instrument at Book 608, Page 445. Moreover, it appears this easement never touched the subject property in the first place.

The property is legally described as lying south and east of Brush Creek Road, therefore Brush Creek Road does not cross the property. It is possible that a very negligible portion of the Highway 135 right-of-way crosses the property, but this requires more detailed survey work to confirm, and in any event would not impact the development plan.



LANDSCAPING PLAN

The design of the site landscape responds to the needs of the project (access and circulation, structures, parking, snow management, etc.) while providing open space, common amenities, beautification and transition from the structures/built environment to the surrounding native landscape and the landscape character that has been established in the adjacent neighborhoods. The following design elements are integrated into the site landscape:

- Plant list comprised of native/naturalized plant material that requires low water and low maintenance
- Preservation of existing, established native sagebrush landscape where feasible
- Use of vegetation to frame outdoor spaces and provide additional comfort in areas that may require windscreens, visual screens and shade
- Placement of trees and berms to soften views of the site from adjacent, residential neighborhoods
- Use of existing site drainage area as common amenity
- Use of the natural lay of the land and topography to take advantage of surrounding views from within the site
- Use of natural & regionally appropriate materials that harmonize with the natural setting
- Low Impact Development (LID) techniques will be incorporated to the landscape design to address site drainage needs

The site and landscape design are focused on building community and preserving resources. This includes providing amenities that support the Crested Butte lifestyle such as ample bike parking throughout the site, ample storage for recreational gear, a community garden, community gathering areas, nature play amenities and pet friendly common areas. This community-oriented development will foster stewardship within the development and provide residents high quality living space both inside and outside.

INFRASTRUCTURE:

1. Wastewater Treatment
2. Water Treatment
3. Water Storage Tank (buried)

STRUCTURES:

4. Duplex
5. 4-Plex
6. 8-Plex
7. 16-Plex
8. 24-Plex
9. Community Building
10. Maintenance & Equipment Storage Building

CIRCULATION:

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19. Community Garden
20. Buffer Landscaping
21. Manicured Lawn/ Picnic Area
22. Natural Drainage Amenity Area



WATER SUPPLY PLAN

INTRODUCTION

The following section outlines the water supply plan in accordance with Section 12-105 of the Gunnison County Land Use Resolution.

The current site plan contemplates that the water treatment facility will be located in the community building near the northeast corner of the property.

CONNECTION TO EXISTING SYSTEMS NOT FEASIBLE

There are two existing water supply systems adjacent to the subject property—Larkspur subdivision and Skyland Metropolitan District. The Larkspur system is believed to be a “public water system” within the meaning of the Colorado Primary Drinking Water Regulations, but it is a privately owned system that serves the Larkspur subdivision exclusively. Moreover, the Larkspur system is not believed to have adequate excess capacity to serve the proposed development. The Skyland Metropolitan District has a formal policy against the inclusion of new lands into the District. See Rule 9.1 of the Second Amended and Restated Rules and Regulations for Skyland Metropolitan District, Gunnison County, Colorado, effective May 1, 2017. Accordingly, we do not believe that connection to an existing system is feasible.

INSTALLATION OF WATER SUPPLY SYSTEM

Because connection to an existing system is not feasible, Gatesco will develop a single water supply system to provide the domestic, fire protection, and landscaping irrigation uses of water for the project. At this time the water source is expected to be from one or more on-site wells.

CALCULATION OF ADEQUACY OF SUPPLY

Demand Summary:
Residential Occupancy:

Type	Units	Occup/Unit	Occupancy
Studio	32	2	64
1 Bed	64	2	128
2 Bed	120	4	480
3 Bed	24	6	144
Totals:	240		Total Occ: 816

Domestic use in multi-family dwellings is assumed to be 75 gallons per person per day. See 03CW107 (Decree for UGRWCD Meridian Lake Plan for Augmentation). With a projected occupancy of 816 people at build-out, the average daily demand for domestic potable water use is estimated to be 61,200 gallons per day (gpd).

Commercial Use: It is assumed that the community building will include a small convenience store and coffee shop, and office space for management of the community. Daily demands for these uses are calculated as follows (see 03CW107):

Convenience Store: 0.1 gallons per square foot of retail space (1500 sf = 150 gpd)
 Small coffee Shop: 10 seats x 25 gpd = 250 gpd
 Mgmt. office space: 15 gallons per employee per 8 hour shift (1 10 hour shift = 18.75 gpd).
 Total average daily demand: 419 gpd

FIRE FLOW:

At this time we expect that the fire flow requirements to be 1500 gallons per minute (gpm) for a 2 hour duration (180K gallons stored fire flow water). Average daily demand is not applicable to fire flow.

IRRIGATION

2 acres of total irrigated area are currently planned consisting of approximately 1 acre of grass and 1 acre of shrubs and native ground cover. Based on the Colorado’s Decision Support Systems from the Department of Natural Resources, annual consumption is estimated at 0.949 ac-ft per acre. This produces an annual demand of 1.898 acre feet for irrigation.

Assuming that we have a 5 month irrigation season, our project would require 0.38 ac-ft per month or 123,700 gallons per month. This would equate to an average daily demand in summer of just under 4,000 gallons of water or a flow rate of 2.8 gpm.

ESTIMATED AVERAGE DAILY DEMAND

Estimated average daily demand of the entire service area and the proposed development.

Residential	61,200
Commercial	419
Irrigation	4,000 (for 5 months of the year)
Total Average Day Demand	65,619 gpd
Average Day	45.6 gpm

ESTIMATED MAXIMUM DAILY DEMAND

Estimated maximum daily demand based on using three times the average daily demand.

196,857 gpd

ESTIMATED PEAK HOUR DEMAND

Estimated peak hour demand based on using six times the average daily demand.

The average day flow rate is 45.6 gpm. The peak hour flow rate would be 273.6 gpm. This indicates that the distribution system from the storage tank will need to be sized to accommodate this peak flowrate.

ESTIMATED AVERAGE DAILY DEMAND FOR COMMERCIAL / INDUSTRIAL USES

The estimated average daily demand for commercial and industrial uses will be reviewed based on the anticipated demand of the proposed development. Appropriate multipliers may be used in calculating the amount, based on standards as may be required for a specific use by the Colorado Department of Public Health and Environment, or other applicable agency or industry standard.

There will be no industrial uses. The small amount of anticipated commercial uses are included in the demand summary above.

WATER SUFFICIENT FOR LANDSCAPING

The property will have approximately 6.45 acres of open space. A significant portion of the open space will be maintained / reclaimed with native vegetation that does not require irrigation. It is anticipated that approximately two acres of irrigated landscaping will exist at full build-out.

The estimated irrigation demand, based on the 03CW107 Decree, is 2.68 acre-feet of consumptive use per year. Under this scenario, the diversions will be between 2.68 and 3.35 acre-feet per year, depending on the mix of application methods (sprinkler, drip, etc.). However, the current plan and estimate as described above is 1.898 acre feet for irrigation, which assumes a lower amount of consumption for certain types of landscaping. We believe this number to be more accurate, but in any event the irrigation requirement will not exceed the amount calculated per 03CW107.

ADEQUATE AND RELIABLE WATER SUPPLY.

A water supply that is sufficient and accessible year-round to control and extinguish anticipated fires in the development. This standard shall identify minimum requirements for water supplies for structural and wildland fire-fighting purposes in rural and suburban areas of the county.

Fire protection water will be stored in an on-site storage tank. Distribution from the tank to a network of fire hydrants is planned to be provided by a fire booster pump station with a backup generator.

continued on next page



WATER SUPPLY PLAN CONTINUED AND SEWAGE DISPOSAL

COMPLIANCE WITH COLORADO DRINKING WATER STANDARDS

The water supply will be provided by a public water system and as such will be subject to the Colorado Primary Drinking Water Regulations. The system will be designed to treat water as necessary to comply with the water quality standards set forth in such regulations. The system will maintain a public water system identification number and be operated by a State licensed water system operator.

WATER RIGHTS

The property does not include any water rights and Gatesco does not currently own any water rights that could provide the legal supply of water for the project. The plan for providing a legal supply of water for the project is discussed in the Attorney's Feasibility Letter provided below.

WELL TESTING

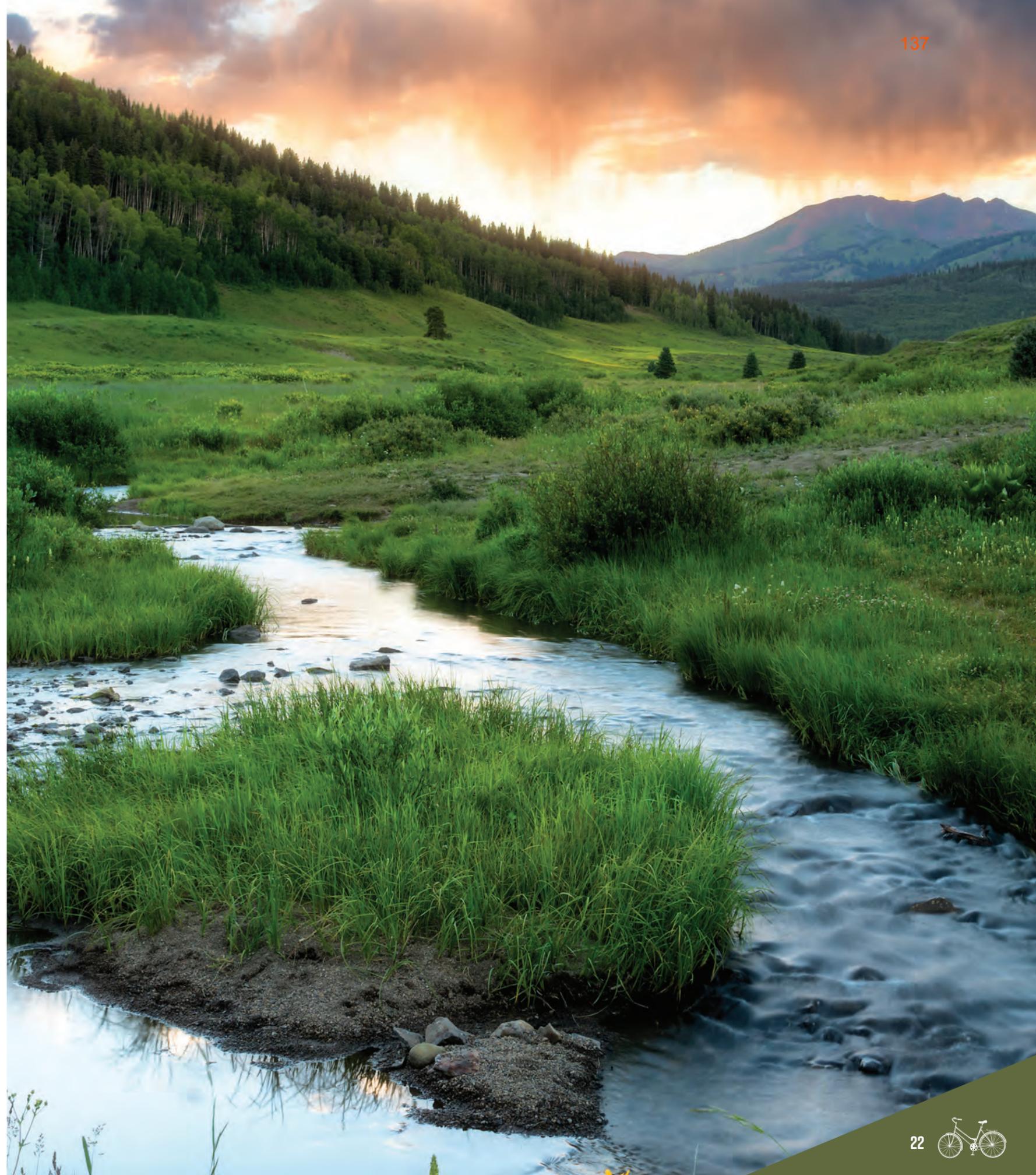
A central well is proposed for the water supply. If Gatesco is selected for the development of the Brush Creek parcel, a well will be constructed and tested in accordance with Section 12-105.G. of the Land Use Resolution during the land use review process.

SEWAGE DISPOSAL

We are considering three options for wastewater. One is to design, permit and build an on-site system. This system would meet all of CDPHE's criteria for design, construction and ongoing operations of said plant. A treatment plant is included in the site plan submitted with this proposal.

Another option we are exploring is connecting to the Town of Crested Butte's system. Tap fees and user fees would be paid to the Town. Additionally, infrastructure upgrades to convey the wastewater to Town would be included in our design and construction schedules.

Connection to the East River Regional Sanitation District treatment plant is the least preferred alternative due to the significantly higher augmentation requirement created by delivering sewer return flows from the Slate River basin to the East River basin.



WATER SUPPLY-ATTORNEY'S FEASIBILITY LETTER

The purpose of this letter is to satisfy Requirement E.1. of the Request for Proposals regarding the Brush Creek Property.

I am an attorney licensed to practice law in the state of Colorado. The majority of my practice consists of water law matters, with the balance of my practice focusing on real estate and local government matters. I frequently practice before water courts in Water Divisions 2 (Arkansas River), 3 (Rio Grande River), and 4 (Gunnison River), and I have also been involved in water matters in the other Water Divisions. I am familiar with the requirements for approval of a plan for augmentation that are set forth in the Colorado Revised Statutes, as well as how such requirements have been recently interpreted and applied in the Gunnison River basin and across the state.

The Property is located on the Slate River, which is tributary to the East River, which is tributary to the Gunnison River. The water supply for the Project will come from a well located on the Property. The well will divert ground-water tributary to the Slate River, causing depletions to the Slate River. Any of these depletions that accrue to the river during a time that a call is being placed by a downstream senior water right, including the CWCB's decreed instream flow water right, will need to be replaced pursuant to a plan for augmentation approved by the Water Court.

A "plan for augmentation...shall be approved if such...plan will not injuriously affect the owner of or persons entitled to use water under a vested water right or a decreed conditional water right." C.R.S. § 37-92-305(3)(a). "A plan for augmentation shall be sufficient to permit the continuation of diversions when curtailment would otherwise be required to meet a valid senior call for water, to the extent that the applicant shall provide replacement water necessary to meet the lawful requirements of a senior diverter at the time and location and to the extent the senior would be deprived of his or her lawful entitlement by the applicant's diversion..." C.R.S. § 37-92-305(8)(c).

I have been working with a water resources engineer to develop a water supply plan based on the following proposed build-out of the property:

- Domestic use in 240 dwelling units (mix of studio through three-bedroom units)
- Commercial use in a 1,500 square-foot retail facility with a small coffee shop, and in office space for property management
- Irrigation of 2 acres of landscaping

While the exact quantity of water required to be diverted will vary depending on the ultimate mix of units (e.g. 1-bedroom vs. 3-bedroom) and other changes to the above build-out scenario, we anticipate that the Project will divert approximately 72 acre-feet of water from the Slate River basin per year.

The quantity of stream depletions, and therefore the development of a legal water supply, is driven by the wastewater treatment solution.

If wastewater is returned to the Slate River (either via onsite treatment or connection to the Town of Crested Butte's

treatment plant), depletions to the Slate River will be approximately 6 acre-feet per year (diversions minus wastewater and irrigation return flows). This quantity of depletions can be readily augmented by the purchase of Meridian Lake augmentation certificates from the Upper Gunnison River Water Conservancy District (UGRWCD). Because UGRWCD's plan for augmentation is already decreed, this augmentation solution would not even require a water court application. This would be a turn-key solution that is the quickest and most economical for the Project. I have no hesitation representing to you that a legal water supply is absolutely feasible in this scenario.

Alternatively, if the wastewater is discharged to the East River (via the East River Regional Sanitation District), the depletions to the Slate River increase exponentially to almost 100% of the diversions. Based on review of dry-year stream gage records, the out-of-priority depletions to the Slate River could be as high as 32 acre-feet per year. The UGRWCD does not currently have this quantity of augmentation water available. Gatesco would have a number of options to close the gap between the depletions and augmentation water available from UGRWCD. One or a combination of these alternatives could be implemented to create a legal supply of water for the project at full build-out. The alternatives include: (1) a pumpback project that diverts water from the East River below the wastewater treatment plant outfall and pipes it to be discharged into the Slate River; (2) construction of a reservoir upstream of the Property on land owned by a third party; (3) construction of a small pond on the Property; (4) acquiring the right to use a senior water right from the Slate River basin above the Property; or (5) waiting for completion of a project by Mt. Crested Butte Water & Sanitation District that will increase UGRWCD's available Meridian Lake augmentation water.

Each one of the above alternatives would be expensive and time consuming to implement, would require water court approval, and would almost certainly adversely impact Gatesco's ability to offer housing at affordable rates. The only alternative that would be in the control of Gatesco is onsite storage, but that alternative would reduce the quantity of land available to fulfill other desired uses of the Property. Because the other alternatives are contingent upon the actions of third parties, it is difficult to guarantee their viability. Assuming that we receive the necessary cooperation from the requisite third parties, a plan for augmentation that relies on a combination of existing UGRWCD Meridian Lake water plus one or more of the additional alternatives is a viable means of providing a legal supply of water for the Project. However, my candid assessment is that a water supply plan that allows for wastewater treatment through the ERRSD is at least a million dollars more expensive than one that allows for wastewater treatment on the Slate River.

Should you need any additional information to facilitate your review of Gatesco's proposal, please feel free to contact me.

Sincerely,



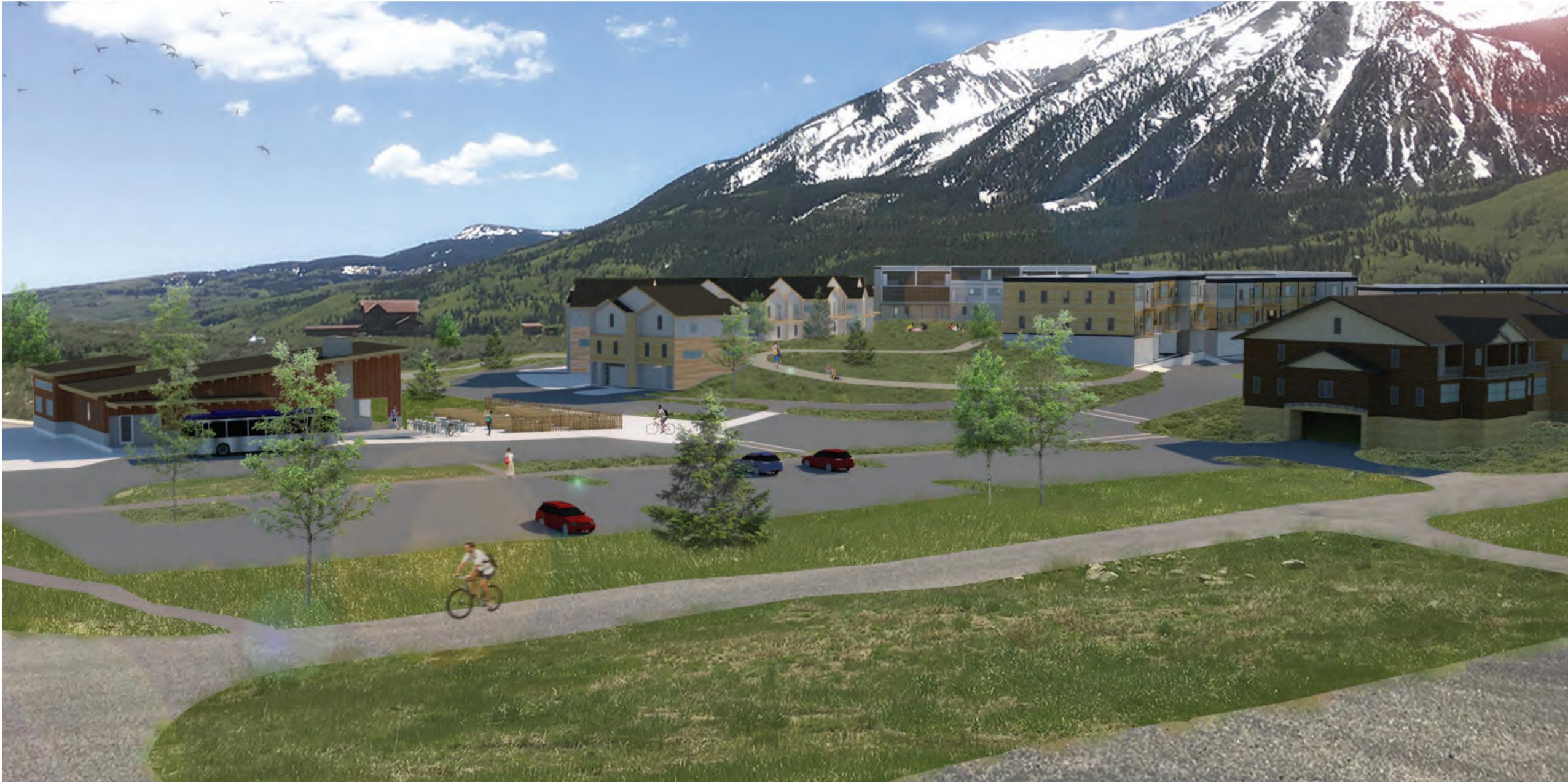
Kendall K. Burgemeister
LAW OF THE ROCKIES



BIRD'S EYE VIEW



VIEW OF SITE LOOKING EAST



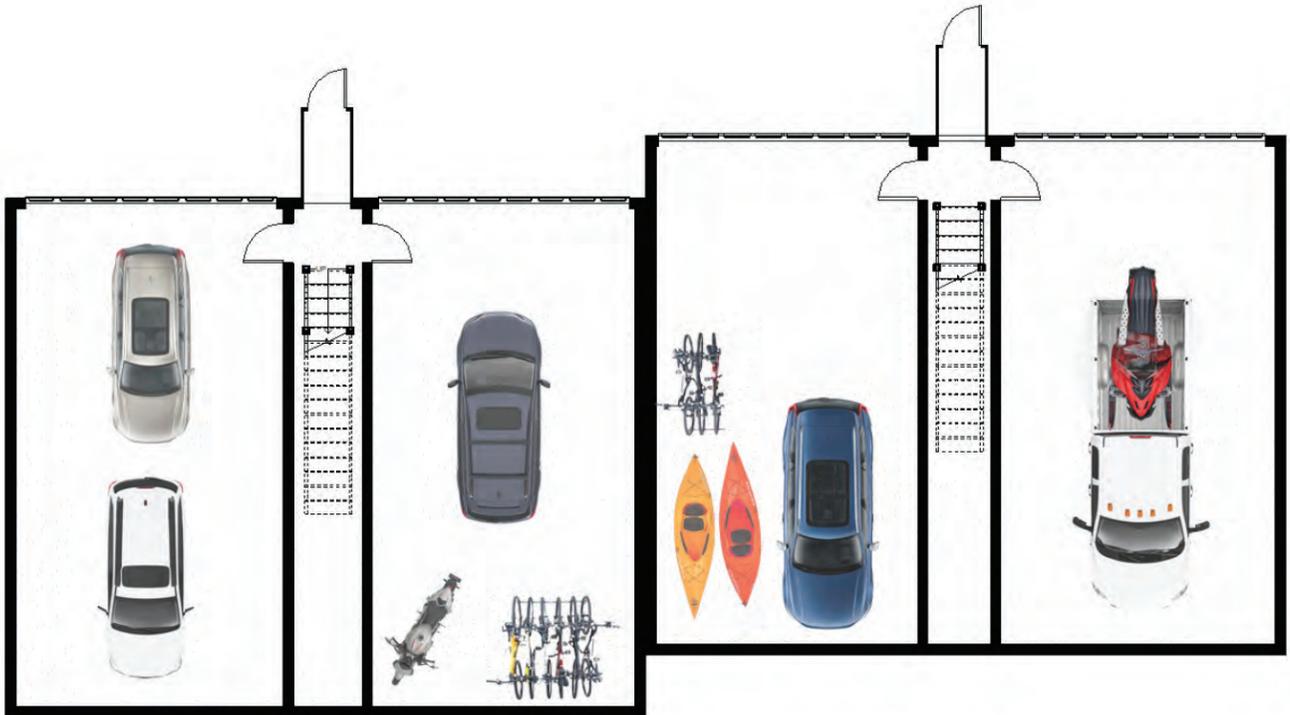
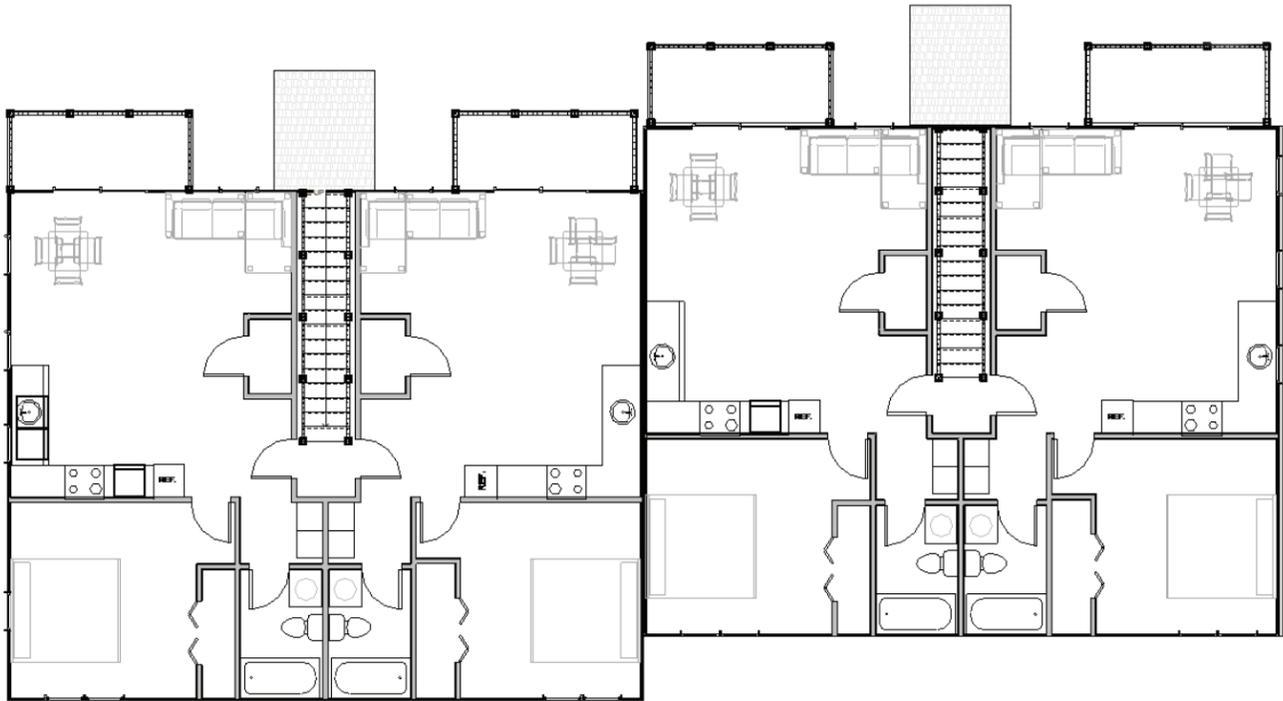
COMMUNITY BUILDING AND TRANSIT CENTER



ENTRY VIEW FROM MAIN ENTRANCE OFF BRUSH CREEK



FLOOR PLANS AT 4-PLEX



SUSTAINABILITY AND EFFICIENCY

GatesCo will be the steward of this project for decades to come. Unlike a typical 'build-then-sell' developer model, this simple fact aligns our perspective with energy conservation: reducing energy consumed lowers operating cost, lowering rents and making the project more attractive to renters.

Similarly, reducing materials used, lowers the construction cost. Our Design Team is evaluating the intersections of structural, mechanical, electrical, and plumbing systems with the architectural look and feel and construction detailing to find efficiencies that speed construction and reduce materials used.

KEY STRATEGIES:

- Passive solar design principles
- Investing in the building envelope to reduce heating loads
- Deeper structural systems to optimize structural system efficiencies and allow for simpler MEP system routing systems
- Building integrated solar photovoltaic panels
- Common building heating and hot water systems to reduce system short cycling and install cost
- Heat Recovery Ventilators to enhance indoor air quality while reducing the energy impact of ventilation
- Careful selection of building materials and finishes to reduce off-gassing
- Low-flow water fixtures and Energy Star rated appliances to lower operating costs
- Investing in mechanical system reliability to reduce maintenance costs
- Investing in durable materials throughout the project to reduce maintenance costs



PROTECTIVE COVENANTS AND DEED RESTRICTIONS

PROTECTIVE COVENANTS

Because the Property will remain under singular ownership and will not be subdivided, there is no need for traditional protective covenants.

Project elements that are included in the land use change submittals, and that are considered by the County to be necessary conditions of approval, will be memorialized in the BOCC Resolution approving the land use change application and/or a development improvements agreement, and will be specifically enforceable by Gunnison County. These documents will be recorded and binding upon any successor in the event that the property is sold in the distant future. Other restrictions (such as limitations on noise, pets, etc.) that are often found in subdivision covenants will be incorporated into rules and regulations and lease agreements.

RESTRICTIONS TO MAINTAIN AFFORDABILITY

Gatesco is willing to accept certain restrictions to ensure that the project continues to provide affordable workforce housing on a permanent basis. These restrictions can be incorporated into the deed from Gunnison County, the Resolution approving the land use change, or a separate covenant recorded concurrently with the deed. The following is a summary of Gatesco's proposed restrictions:

- No rental terms less than 3 months (except for any month-to-month extensions of an original lease term that is 3 months or greater)
- No subleasing for short-term rentals
- Half of the units will be dedicated to local households earning less than 140% of Area Median Income, and rent for these units will be capped at 30% of the tenant's income. This includes a significant number of units dedicated to households earning as little as 30% of Area Median Income. The accompanying tables illustrate a proposed allocation of units based on various income thresholds, and the maximum rent that could be charged at such income levels. The actual rent charged could always be decreased if market conditions allow it. The rent limits will vary as the area median income changes, and depending on the number of adults residing in the unit (see GVRHA Housing Guidelines).

MAXIMUM RENTS

Percentage of AMI

Type	30%	40%	60%	80%	100%	120%	140%
Efficiency	\$413	551	827	1,102	1,378	1,654	1,929
1-1	\$413	551	827	1,102	1,378	1,654	1,929
1-1 w/study	\$413	551	827	1,102	1,378	1,654	1,929
2-1*	\$630	840	1,260	1,680	2,100	2,520	2,940
2-2*	-	-	-	1,680	2,100	2,520	2,940
2-2 w/study*	-	-	-	1,680	2,100	2,520	2,940
3-2*	-	-	-	1,680	2,100	2,520	2,940

*Assumes that studio and one bedroom apartments have one adult, and that two and three bedroom apartments have two adults

UNITS AVAILABLE BY AMI% AND TYPE

Percentage of AMI

Type	30%	40%	60%	80%	100%	120%	140%	Market
Efficiency	2	2	8	0	0	0	0	20
1-1	2	2	3	6	0	0	0	19
1-1 w/study	2	2	4	6	4	0	0	14
2-1	2	2	2	6	16	0	0	8
2-2	0	0	0	3	9	11	0	25
2-2 w/study	0	0	0	2	4	4	0	26
3-2	0	0	0	2	4	4	6	8
Total	8	8	17	25	37	19	6	120
Cumm. Total	8	16	33	58	95	114	120	240
Cumm. %	3.33%	6.67%	13.75%	24.17%	39.58%	47.50%	50.00%	100%



PRO FORMA/ BUSINESS PLAN

LAND MANAGEMENT

We anticipate that Gatesco (through a special purpose entity) would purchase the property upon approval of the land use review application. Gatesco will pay consideration to the County (for the benefit of the Participating Parties) for the purchase. We anticipate that upon selection of Gatesco to develop the project, Gatesco and the County would enter into an option to purchase that Gatesco would exercise upon approval of the land use review application.

DEVELOPMENT SCHEDULE

Information regarding the development schedule is included above (Development Schedule and Phasing). Our desire is to begin leasing units as soon as the land use review process and building seasons will allow.

PRO-FORMA, FINANCING & BUSINESS PLAN

The development will be financed by a combination of Gatesco equity and debt financing through FHA's HUD-guaranteed 221(d)(4) program, which provides long-term financing for multi-family housing developers. The loan will provide at least 83.33% of the construction cost, requires interest-only payments during construction, and fully amortizes over 35 years thereafter. Additional information regarding this loan program, Gatesco's lending partner (HFF), and the lending bank (M&T Bank) was provided in the RFQ proposal and presentation, and can be provided again upon request.

Gatesco does not anticipate requesting any public funds to develop or operate this project. We would like to discuss opportunities for the County to minimize the cost of development and operation, for example, waiver of the work-force housing linkage fee, any concessions that can be made with respect to building and other permits, and contributions towards maintenance of the transit center.

FINANCIAL CAPABILITIES

A packet of confidential financial information was provided under separate cover.



THE
CORNER
AT BRUSH CREEK



Gatesco and Gary Gates have been providing workforce housing for over 30 years. Gary has the proven experience and financial capabilities to deliver a high quality and economically viable project.

We have put together a capable, creative, local team who is excited to create a smart development that will benefit the residents of the north end of the valley. This team has a proven track record of successful developments both here and across the region.

Our vision is to create a community that provides an affordable place to live that is close to town and jobs. A place that offers a healthy lifestyle where you don't need a car. A place that offers people a home for as long they want to live in the Valley. We hope you give us the chance to submit a proposal in the next phase.

THANK YOU VERY MUCH.





Staff Report

July 10, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-17, An ordinance of the Crested Butte Town Council approving the lease of the property at 403 Second Street to Crested Butte Mountain Theatre, Inc.

Summary: Mountain Theatre has been a long-term tenant of the Town. Their most recent lease expired in 2002. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Mountain Theatre.

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

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

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in 2017.

Discussion: The space that Mountain Theatre leases is approximately 2,400 sq. ft. This is one of the larger spaces that the Town rents. They have been paying \$500 per year and a portion of the utilities for the building. As drafted the lease would continue to require Mountain Theatre to pay a portion of the utilities. The lease rate proposed is as follows:

2017 \$500 \$0.21 sq. ft.

2018	\$1,000	\$0.42 sq. ft.
2019	\$1,200	\$0.50 sq. ft.
2020	\$1,500	\$0.63 sq. ft.

Beginning in 2021 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft. The Mountain Theatre is a unique tenant in that they do not occupy all of the space full time, but rather a large portion of the space is used only during rehearsals and performances. In addition, the space is made available to other local non-profits to host public events. For these reasons the staff is recommending a lease rate below that approved by the Town Council in the adopted policy.

For comparison on possible annual lease rates for this space:

\$5.00	\$12,000
\$7.50	\$18,000
\$10.00	\$24,000

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

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

Recommendation: Staff recommends the Town enter into a lease with Crested Butte Mountain Theatre.

Proposed Motion: Motion and a second to set Ordinance No. 17, Series 2017 to public hearing at the July 24th Council meeting.

ORDINANCE NO. 17**SERIES NO. 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF THE PROPERTY AT 403 SECOND STREET TO THE CRESTED BUTTE MOUNTAIN THEATRE, INC**

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

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

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

WHEREAS, on January 1, 2002, the Town entered into a multi-year lease with Crested Butte Mountain Theatre, Inc. for property owned by the Town and known as the Mallardi Theatre located within Old Town Hall the building at 403 Second Street; and

WHEREAS, the term of the lease expired on December 31, 2002; and

WHEREAS, the Town Council and Crested Butte Mountain Theatre wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20___, with an effective date of _____, 20___ (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and the Crested Butte Mountain Theatre, Inc, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at Old Town Hall, 403 Second Street, Crested Butte, commonly known as the Mallardi Theatre and a portion of Old Town Hall (the "**Premises**").

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

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

(a) Tenant may use and occupy the Premises solely for theatrical productions and related purposes in keeping with the mission of the Tenant. The Mallardi Theatre may be made available to other nonprofit entities at the discretion of the Tenant provided that under any such sublease arrangements, Tenant shall be responsible for such subtenant's compliance with the terms of this Lease and nothing thereunder shall release Tenant from its obligations and responsibilities hereunder. Any other uses shall be following Landlord's prior written consent.

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

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

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

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

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

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

2. **Term.**

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

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

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

(a) Tenant shall pay Landlord \$41.67 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$1,000.00 annually / \$83.33 per month
2 nd anniversary (2019):	\$1,200 annually / \$100.00 per month
3 rd anniversary (2020):	\$1,500.00 annually / \$125.00 per month

Rent shall thenceforth increase 1% each year as follows:

4 th anniversary (2021):	\$1,515.00 annually / \$126.25 per month
5 th anniversary (2022):	\$1,530.15 annually / \$127.51 per month
6 th anniversary (2023):	\$1,545.45 annually / \$128.79 per month
7 th anniversary (2024):	\$1,560.91 annually / \$130.08 per month
8 th anniversary (2025):	\$1,576.52 annually / \$131.38 per month
9 th anniversary (2026):	\$1,592.28 annually / \$132.69 per month

10th anniversary (2027): \$1,608.20 annually / \$134.02 per month

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

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

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

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$0.63 per sq. ft. by 2020 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$12,000
\$7.50 per sq. ft.	\$18,000
\$10.00 per sq. ft.	\$24,000

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

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

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

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

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

endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the “**Landlord Parties**”); as applicable, each an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential

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

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

10. **Default Provisions.**

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

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

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

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

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

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

To Tenant: Crested Butte Mountain Theatre, Inc
 P.O. Box 611
 Crested Butte, CO 81224
 Attn:

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

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

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

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

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

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

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

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

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

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

provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

CRESTED BUTTE MOUNTAIN THEATRE, INC, a
Colorado Non-Profit Corporation

By: _____
Name: _____
Title: _____



Staff Report

July 10, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-18, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 508 Maroon Ave. to Crested Butte Mountain Educational Radio, Inc. dba KBUT

Summary: KBUT has been a long-term tenant of the Town. Their most recent lease expired in 2009. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with KBUT.

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

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

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in 2017.

Discussion: The space that KBUT leases is approximately 2,300 sq. ft. This is one of the larger spaces that the Town rents. They have been paying \$1,000 per year and a portion of the utilities for the building. As drafted the lease would continue to require KBUT to pay a portion of the utilities. The lease rate proposed is as follows:

2017 \$1,000 \$0.44 sq. ft.

2018	\$2,300	\$1.00 sq. ft.
2019	\$3,450	\$1.50 sq. ft.
2020	\$4,600	\$2.00 sq. ft.

Beginning in 2021 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

For comparison on possible annual lease rates for this space:

\$5.00	\$11,500
\$7.50	\$17,250
\$10.00	\$23,000

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

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

Recommendation: Staff recommends the Town enter into a lease with KBUT.

Proposed Motion: Motion and a second to set Ordinance No. 18, Series 2017 to public hearing at the July 24th Council meeting.

ORDINANCE NO. 18**SERIES NO. 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 508 MAROON AVENUE TO CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO, INC. DBA KBUT**

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

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

WHEREAS, pursuant to Section 31-15-713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, on February 2, 2004, the Town entered into a multi-year lease with Crested Butte Mountain Educational Radio, Inc. dba KBUT ("KBUT") for property owned by the Town and located within the building at 508 Maroon Ave; and

WHEREAS, the term of the lease expired on December 31, 2009; and

WHEREAS, the Town Council and KBUT wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "Lease") is entered into this ___ day of _____, 20___, with an effective date of September 1, 2017 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO ("Landlord"), a Colorado home rule municipality and the Crested Butte Mountain Educational Radio, Inc, d.b.a KBUT, a Colorado nonprofit corporation ("Tenant").

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at the Marshal's office located at 508 Maroon Avenue, Crested Butte (the "Premises").

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

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

(a) Tenant may use and occupy the Premises solely for community radio broadcast, productions and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant; notwithstanding the foregoing, there is no parking located on the Premises.

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

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow.

(e) Tenant shall pay 47% of the water, sewer, gas and electric utilities, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

(f) Tenant shall pay for trash/recycling and communications services used by Tenant on the Premises during the Term.

(g) All exterior signage and signage in the shared entry with the Marshals shall be installed only upon prior approval of Landlord.

(h) Tenant shall maintain and keep in good condition and repair the interior of the improvements situate on the Premises. Landlord shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Tenant of the need for such repairs.

2. **Term.**

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

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

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

(a) Tenant shall pay Landlord \$83.33 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$2,300.00 annually / \$191.67 per month
2 nd anniversary (2019):	\$3,450.00 annually / \$287.50 per month
3 rd anniversary (2020):	\$4,600.00 annually / \$383.33 per month

Rent shall thenceforth increase 1% each year as follows:

4 th anniversary (2021):	\$4,646.00 annually / \$387.17 per month
5 th anniversary (2022):	\$4,692.46 annually / \$391.04 per month

6 th anniversary (2023):	\$4,739.38 annually / \$394.95 per month
7 th anniversary (2024):	\$4,786.65 annually / \$398.90 per month
8 th anniversary (2025):	\$4,834.65 annually / \$402.97 per month
9 th anniversary (2026):	\$4,882.99 annually / \$406.92 per month
10 th anniversary (2027):	\$4,931.82 annually / \$410.99 per month

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

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

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

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$2.00 per sq. ft. by 2020 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$11,500
\$7.50 per sq. ft.	\$17,250
\$10.00 per sq. ft.	\$23,000

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

extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

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

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

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

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

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

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

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

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

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

10. **Default Provisions.**

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

Attn: Executive Director

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

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

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

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

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

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

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

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

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

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the

subcontractor does not stop employing or contracting with the illegal alien; except that Tenant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank;

Signature Page(s) to Follow]

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

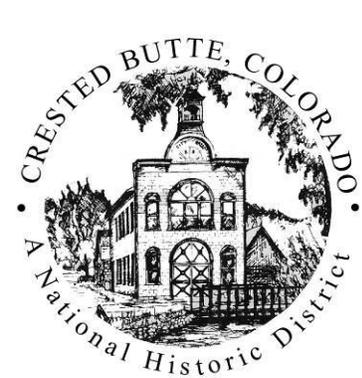
ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

Crested Butte Mountain Educational Radio, Inc, d.b.a KBUT, a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____



Staff Report

July 10, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Ordinance No. 19, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 6, Article 5 of the Crested Butte Municipal Code to Amend Regulations for Certain Businesses that Sell, Manufacture, and Test Retail Marijuana and Marijuana Products.

Date: July 3, 2017

Summary:

At the previous Town Council meeting on June 19th, Council directed Staff to draft an ordinance changing the Code to allow dispensaries to stay open until 9PM. Section 6-5-270 of the current Code stipulates that medical and retail marijuana centers are allowed to be open from 9AM to 8PM only.

Background:

At the Town Council meeting on May 15th, Councilor Mitchell communicated the desire she heard from a dispensary owner for a later closing time. It was recalled at the meeting that the closing time was established to balance “mom and pop” dispensaries as well as the business traffic within the neighborhood. Staff was directed to include discussion on a later agenda. On June 5th, the Town Clerk updated the Council that she had not heard back from the proponent for the later closing time. Later in the meeting, Councilor Schmidt stated he had no problems extending the hours for dispensaries, and he wanted the Clerk to contact all of the dispensaries. Stanford reported back to the Council at the meeting on June 19th that she learned that two dispensary owners would prefer a 10PM closing time, one owner preferred it stayed the same at 8PM, and Staff would recommend 9PM for closing if the Council wanted it to be later. Schmidt suggested they move closing time to 9PM, from 8PM.

Legal Implications:

The State Licensing Authority dictates that both Medical and Retail Marijuana Establishments shall not sell or serve Medical or Retail Marijuana or Medical Marijuana-Infused Product or Retail Marijuana Product at any time other than between the hours of 8AM and 12AM, Mountain Time, Monday through Sunday. Local jurisdictions are authorized to further restrict hours.

Recommendation:

Staff recommends that dispensaries be permitted to stay open until 9PM.

Recommended Motion:

Motion and a second to set Ordinance No. 19, Series 2017 to public hearing at the July 24th Council meeting.

ORDINANCE NO. 19**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 6, ARTICLE 5 OF THE CRESTED BUTTE MUNICIPAL CODE TO AMEND REGULATIONS FOR CERTAIN BUSINESSES THAT SELL, MANUFACTURE, AND TEST RETAIL MARIJUANA AND MARIJUANA PRODUCTS**

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

WHEREAS, on November 6, 2012, State of Colorado voters approved Amendment 64 which added Section 16 of Article XVIII to the Colorado Constitution and created a limited exception for criminal liability under Colorado law for, among other things, the sale, manufacture, and testing of retail marijuana and marijuana products under a system of licensed establishments regulated by the State and local governments;

WHEREAS, the Colorado General Assembly adopted enabling legislation for Amendment 64 known as the Colorado Retail Marijuana Code (the "**CO MM Code**"), codified at Title 12, Article 43.4, imposing requirements on the establishment and operation of businesses that sell, manufacture, and test retail marijuana and marijuana products and directing the Governor and the Colorado Department of Revenue (DRS) to adopt rules and regulations for such establishments;

WHEREAS, DRS has adopted rules and regulations (the "**DRS Rules**;" together with Amendment 64, the CO MM Code and the DRS Rules, collectively herein "**Applicable Law**"), set forth at 1 CCR 212-2, as amended, for, among other things, the regulation of the establishment and operation of businesses that sell, manufacture, and test retail marijuana and marijuana products;

WHEREAS, Chapter 6, Article 5 of the Crested Butte Municipal Code (the "**Town Code**") contains regulations adopted by the Town Council on September 16, 2013, Ordinance No. 19 Series 2013, that govern, among other things, the licensing and operation of businesses that sell, manufacture, and test retail marijuana and marijuana products (the "**MM Regulations**");

WHEREAS, Chapter 6, Article 5, Sec. 6-5-270 of the Town Code establishes the hours of operation for medical marijuana centers and retail marijuana centers for the sale of medical marijuana, medical marijuana-infused products and retail marijuana products;

WHEREAS, the Town Council finds that the below amendment to the MM Regulations is consistent with Applicable Law, and in the best interest of the health, safety, and general

welfare of the residents and visitors of Crested Butte and, therefore is appropriate for adoption.

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

Section 1. **Amendment of Section 6-5-270.** Section 6-5-270 of the Town Code is hereby amended by deleting the section in its entirety and replacing it with a new section that shall read as follows:

Sec. 6-5-270. Hours of operation.

Medical marijuana centers and retail marijuana stores may be open for the sale of medical marijuana, medical marijuana-infused products and retail marijuana products, as applicable, during the hours of 9:00 a.m. to 9:00 pm. only, seven (7) days per week. There shall be no restriction on the hours of operation of other marijuana establishments.

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

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

TOWN OF CRESTED BUTTE, COLORADO

By _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

Crested Butte City Council

Members of the City Council,

My name is Brian Rogers and I am one of the owners of the Backcountry Cannabis Company, a cannabis store here in town. I am writing, rather than attending the meeting, because I had a family vacation scheduled before receiving word of the tonight's City Council decision to discuss the hours of operation of cannabis businesses in the town.

I am in support of this discussion and am hopeful it leads to longer hours, particularly in the evening. I would like to recommend 10pm as the closing time. I previously owned and operated a cannabis business in Breckenridge, CO that was open for Retail cannabis sales until 10pm. In the summer especially many people are a long distance from town when it gets dark around 9pm, this gives them no time to make it to a cannabis store if the stores must close at 8 and/or 9pm. 10 pm strikes what I believe to be the perfect cord between staying open late enough to allow our customers to enjoy every bit of sunshine and outdoor fun they can but not being open so late that we have to deal with people who may be intoxicated on alcohol. I have nothing against alcohol use/sales but ending sales at 10 pm helps to ensure that we are not encouraging mixing the two together when someone may have already had enough to drink.

Being open to 10 pm in Breckenridge was a good idea, we saw sometimes 30% of all our daily sales between 7 and 10 pm. Steamboat Springs recently extended their hours of operation and has seen increased sales revenue without any negative side effects.

Finally, I would like to thank you for having the discussion and am sorry I cannot attend the first reading. Please reach out if you have any questions and know that I would be happy to attend second reading if there is one and public comment were to be accepted.

Sincerely,



Brian Rogers

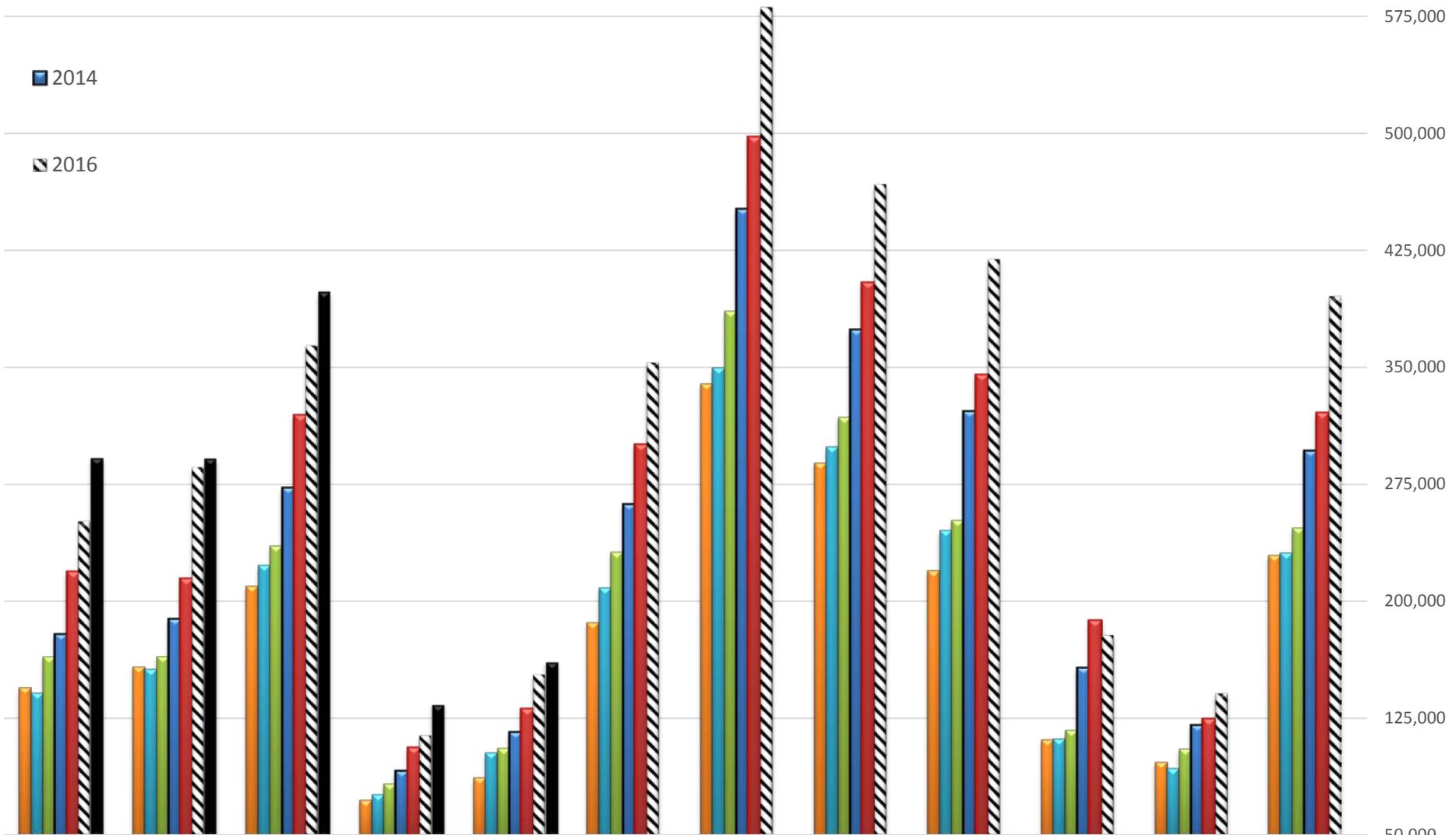
		2017	Δ %	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
	% of Total	4.5%		4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Bars & Restaurants	25%	40,774	1%	40,520	34,131	31,106	27,888	26,575	20,363	19,001	21,640	20,506	22,848	22,162
Grocery Sales	14%	21,873	13%	19,400	16,461	15,947	14,683	14,363	12,554	12,668	13,788	15,375	16,919	15,478
Retail	22%	35,473	-1%	35,854	28,023	30,890	28,691	25,138	20,896	21,386	20,212	20,066	25,417	23,017
Marijuana	4%	6,228	14%	5,475	7,683									
Lodging	5%	8,359	-2%	8,500	5,371	2,772	3,276	3,284	2,133	1,976	1,979	2,212	3,520	4,202
Construction, Auto & Hardware	17%	28,194	13%	24,971	22,564	18,593	15,293	18,761	14,548	14,278	16,095	19,984	21,457	19,711
Services (telephone, car leases, etc....)	6%	8,942	10%	8,143	7,732	6,882	7,023	7,009	7,196	4,983	5,176	6,226	9,507	7,322
Other (Gas, Electric, etc....)	7%	12,103	16%	10,478	8,973	9,573	8,865	7,598	9,186	8,506	7,871	9,132	7,766	7,945
Total	100%	161,946	6%	153,340	130,937	115,762	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837

Year To Date

		2017	Δ %	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
	% of Total	4.5%		4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Bars & Restaurants	34%	429,595	11%	386,190	325,794	276,586	243,824	224,098	209,752	194,040	200,753	223,611	225,194	207,790
Grocery Sales	12%	147,172	7%	138,151	116,631	108,692	95,564	90,313	89,691	86,440	97,400	113,572	112,432	99,481
Retail	21%	274,046	9%	252,491	208,058	213,606	191,888	172,929	165,653	158,707	155,723	176,166	189,756	191,638
Marijuana	4%	51,759	6%	48,983	42,993									
Lodging	10%	121,945	4%	117,149	94,972	66,629	57,305	47,691	49,335	39,492	39,178	45,297	39,810	46,745
Construction, Auto & Hardware	8%	107,249	12%	96,057	82,097	67,155	61,332	65,456	58,404	57,079	68,090	76,757	98,382	77,625
Services (telephone, car leases, etc....)	5%	60,832	2%	59,466	47,475	47,809	40,484	37,345	34,181	31,193	33,293	37,562	43,192	39,894
Other (Gas, Electric, etc....)	7%	85,193	21%	70,672	64,406	65,820	61,964	61,185	64,235	63,139	68,828	69,944	56,103	63,267
Total	100%	1,277,791	9%	1,169,158	982,426	846,297	752,361	699,017	671,251	630,090	663,265	742,909	764,869	726,441

	% of YTD total 2017	2017	2017 v. 2016	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
		4.5%	△ %	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
January	23%	291,342	15.9%	251,413	218,747	178,551	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832
February	23%	291,650	1.9%	286,113	214,516	188,357	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818
March	31%	398,200	9.4%	364,051	319,359	272,671	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882
April	11%	134,654	17.9%	114,240	105,814	90,956	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071
May	13%	161,946	5.6%	153,340	130,937	115,762	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837
June	0%	-	-100.0%	352,975	300,276	262,233	231,505	208,541	186,343	168,318	173,948	186,660	192,340	-
July	0%	-	-100.0%	580,787	497,527	451,420	385,817	349,992	339,212	313,088	280,628	289,756	295,911	-
August	0%	-	-100.0%	467,401	404,099	373,804	318,141	298,802	288,719	253,153	247,169	274,770	259,652	-
September	0%	-	-100.0%	419,318	345,216	321,857	251,738	245,166	219,774	199,118	186,503	195,685	205,286	205,599
October	0%	-	-100.0%	178,611	187,594	157,098	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367
November	0%	-	-100.0%	141,191	124,545	120,386	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958
December	0%	-	-100.0%	395,656	320,667	296,298	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710
Total		1,277,791	-59.7%	3,705,097	3,169,296	2,829,392	2,408,871	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	1,388,074

2011-2017 Total Sales Tax



	January	February	March	April	May	June	July	August	September	October	November	December
2011	144,719	157,612	209,508	72,536	86,876	186,343	339,212	288,719	219,774	111,103	96,695	229,511
2012	140,874	156,639	222,821	75,955	102,728	208,541	349,992	298,802	245,166	111,921	92,783	231,055
2013	164,184	164,402	235,215	82,841	105,719	231,505	385,817	318,141	251,738	117,220	104,983	247,107
2014	178,551	188,357	272,671	90,956	115,762	262,233	451,420	373,804	321,857	157,098	120,386	296,298
2015	218,747	214,516	319,359	105,814	130,937	300,276	497,527	404,099	345,216	187,594	124,545	320,667
2016	251,413	286,113	364,051	114,240	153,340	352,975	580,787	467,401	419,318	178,611	141,191	395,656
2017	291,342	291,650	398,200	134,654	161,946	0	0	0	0	0	0	0

July 24, 2017

Gunsight Bridge – Land Trust
 Baxter Gulch Trail Easement
 Cypress Agreement
 Resolution for Election
 Summer Grand Traverse
 STR/Residential Inspector
 Adding Definition of Booth
 Slate River Agreements
 Ordinance – Mountain Express IGA

August 8, 2017**Work Session**

Energy Action Plan Update
 GCEA Energy Actions Update
 Wayfinding

Future Work Session Items:

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

September and October work sessions are reserved for budget.