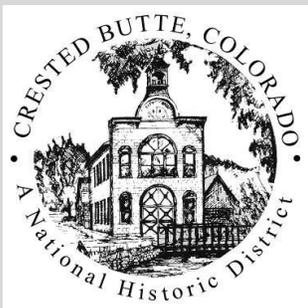


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, July 15, 2019
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

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

7:02 APPROVAL OF AGENDA

7:04 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).

7:34 CONSENT AGENDA

1) July 2, 2019 Regular Town Council Meeting Minutes.

2) Approval of Contract for Old Town Hall Elevator Project.

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.

7:36 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.

7:42 STAFF UPDATES

7:50 PUBLIC HEARING

1) Ordinance No. 30, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Plat of Jebez Townhouses Lot 6, Block 79, Replat of Blocks 79 and 80 Paradise Park, Town of Crested Butte, County of Gunnison, State of Colorado Reception No. 659963 Unit B to Jeff Koether for the Sale Price of \$275,000.00.

2) Ordinance No. 31, Series 2019 - An Ordinance of the Crested Butte Town Council Amending Ordinance No. 1-2019 to Add an Exception to the Temporary Moratorium for the Demolition of Any Non-Historic Multi-Family Structure of Three or More Units, All Non-Historic Commercial Structures, and the Partial Demolition of Less Than 25% of Any Non-Historic Structure Within the Town of Crested Butte.

8:10 NEW BUSINESS

1) Resolution No. 13, Series 2019 - A Resolution of the Crested Butte Town Council Repealing Resolution No. 11 and Submitting to the Electorate of the Town Of Crested Butte a Question Seeking Authority to Increase Taxes on the Sale of Cigarettes and Other Tobacco and Nicotine Products.

2) Authorization of the Crested Butte Town Council to Allow the Mayor to Sign a Letter Providing Comments on the GMUG Forest Plan to the United State Forest Service.

3) Ordinance No. 29, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Transfer of Town-Owned Property Legally Described as Lot 6 Block 78 and Lots 4, 10, and 11 Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Bywater, LLC for the Construction of Affordable Housing.

8:50 4) Ordinance No. 32, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 808 9th Unit 1 (Town Owned Building) to Chris Wiig.

8:55 5) Ordinance No. 33, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Trail Easement and Bridge Easement Upon Lot 6 of the McCormick Ranch in Exchange for a Replacement Trail Easement Across Lot 6.

9:00 6) Resolution No. 12, Series 2019 - A Resolution of the Crested Butte Town Council Amending Town of Crested Butte Affordable Housing Guidelines Adding Section 8 Regulations for Employer Rentals Units to Part III Purchasing Affordable Housing.

9:05 7) Resolution No. 14, Series 2019 - A Resolution of the Crested Butte Town Council Adopting the Applicable Provisions of the Uniform Election Code of 1992 for the Coordinated Election to be Held on November 5, 2019 and Authorizing the Town Clerk to Enter Into an Intergovernmental Agreement with the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.

9:10 8) Appointments to Boards and Committees.

9:20 9) Discussion and Possible Action Regarding Gatesco's Extension Request to the Board of County Commissioners for Submittal of a Preliminary Plan Application.

9:35 **LEGAL MATTERS**

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

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

10:00 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday, August 6, 2019 - 6:00PM Work Session - 7:00PM Regular Council*
- *Tuesday, August 13, 2019 - 4PM to 6PM Retreat to Discuss Budget for 2020*
- *Monday, August 19, 2019 - 6:00PM Work Session - 7:00PM Regular Council*
- *Tuesday, September 3, 2019 - 6:00PM Work Session - 7:00PM Regular Council*

10:05 **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) regarding the IGA with the school and the Kikel Parcel.

11:00 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, July 2, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:10PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Laura Mitchell, and Paul Merck

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

Community Development Director Michael Yerman, Chief Marshal Mike Reily, Finance Director Rob Zillioux, and Public Works Director Shea Earley (for part of the meeting)

Schmidt mentioned the topic of the work session, regarding a logging cut that would greatly affect Town. He expressed his feeling of loss for Kathy Joyce.

APPROVAL OF AGENDA

Ordinance No. 29, number two under New Business, was removed from the agenda. Number eight from New Business was also removed from the agenda.

Merck moved and Haver seconded a motion to approve the agenda with the removal of items two and eight under New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) June 17, 2019 Regular Town Council Meeting Minutes.

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

PUBLIC COMMENT

Kent Cowherd - 901 Teocalli

- He hoped striping could be done to 1st and 2nd Streets, heading out to Peanut Lake, from Elk to Butte, to include stripes and STOPs. He suggested the same in the other corner of Town near the rec path bridge.

STAFF UPDATES

- Yerman reminded the Council of the demolition work session on Tuesday the 9th. He confirmed that the Council agreed to a joint work session with BOZAR.
- Stanford asked about attendance at the next meeting relevant to scheduling a picture of the Council.
- MacDonald asked whether the Council would like an agenda item to follow-up the work session on logging. The Council agreed they would like more information from the Forest Service before scheduling.
- Staff would be kicking off the budget process. She asked the Council if they could meet on August 12th for a discussion on goals and priorities. The Council specified an evening meeting. The Council preferred Tuesday the 13th at 4PM.
- Schmidt questioned what remained for striping, which Earley reviewed.
- MacDonald mentioned that event porta potties had been blocking the electrical vehicle charging station in the 1st and Elk parking lot.
- Mitchell wondered about bike racks at Alpenglow.
- Schmidt asked for an update on the Pirate Park. Earley summarized it was moving along. Haver asked about the horseshoe pits and basketball.

PUBLIC HEARING

1) Ordinance No. 27, Series 2019 - An Ordinance of the Crested Butte Town Council Amending Chapter 11 of the Crested Butte Municipal Code to Include New Regulations in Article 1 Thereof, Requiring Removal of Snow and Ice Build-Up From Roofs to Prevent Snow Shed.

Schmidt confirmed proper public notice had been given. He read the title of the ordinance. Reily asked Sullivan whether the ordinance allowed Town to be paid back for hiring a contractor to remove snow. Sullivan affirmed Town could remove snow at the owner's expense. Dujardin clarified what he was asking was if there should be some sort of fine above the cost of a contractor. Reily asked if there was a method to recoup administrative fees. Sullivan stated it was not specific in the ordinance. Haver recognized it would be important to notify businesses. MacDonald elaborated that it would be just a handful of properties affected by the ordinance.

Schmidt opened the public hearing. Cowherd asked for clarification related to when the timeline was started due to different wording in sections of the ordinance, which Sullivan explained. The public hearing was closed, and there was no further Council discussion.

Bradley moved and Dujardin seconded a motion to approve Ordinance No. 27, Series 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) New Hotel and Restaurant Liquor License for Three Taurus LLC DBA Tin Cup Pasty Co Located at 425 Elk Avenue.

The owner of Tin Cup Pasty Co, Matthew Price, introduced himself. Schmidt confirmed proper public notice had been given. Schmidt asked about a foreign LLC. Price explained their LLC was formed in Oklahoma, and it had been transferred to the State of

Colorado. Schmidt asked what a pasty was, and Price described a pasty. Schmidt also asked about closing time. Schmidt opened the public hearing. No one from the public chose to speak.

Mitchell moved and Merck seconded a motion to approve the new Hotel and Restaurant Liquor License application for Three Taurus LLC DBA Tin Cup Pasty. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Ordinance No. 28, Series 2019 - An Ordinance of the Crested Butte Town Council Approving: (1) the Assignment of the Town’s Conservation Easement in Kikel Parcel A to Crested Butte Land Trust, (2) the Termination of the Town’s Covenant to Limit Development on Kikel Parcel A, and 3) Granting New Conservation Easement to Crested Butte Land Trust in Exchange for the Conveyance of Kikel Parcel A from Crested Butte Land Trust to the Town of Crested Butte.

Yerman informed the Council that the ordinance formalized the purchase of Kikel Parcel A. He acknowledged there was a home site set aside, but the new conservation easement would instead allow for a stewardship cabin or visitors center with no more than 2,000 square feet of ground area. The Town had zero interest in developing in the near future, but there could be a need for human presence in the future.

Executive Director of the Land Trust, Noel Durant, reviewed the ownership structure of the parcel. He outlined the Land Trust’s conservation values. He explained this parcel was the one puzzle piece in their portfolio that gave an opportunity for human presence in the Slate River Valley. The Land Trust could not raise enough funds to conserve the entire parcel. They needed funds that they were carrying as debt to go out to protect new open space. The investment by the Town was critical to open space conservation. The new conservation easement would limit the type of structure that could be constructed.

Yerman elaborated that the funding would go towards the Fossil Ridge land exchange. The Town would control the ability or not to do the open space stewardship housing. Haver asked why the Town would further restrict the structure. Durant explained they were providing framework for future decision makers. Yerman added they were defining the expectation for years from now.

Schmidt asked if anyone from the public wanted to comment.

Jerry Clark - President of the Alpine Meadows Homeowners Association (HOA)

- He introduced members of the association that were present.
- It was a two-step process to use the funds for the Long Lake deal.
- The HOA had been approached about purchasing the property.
- A land management program would be developed that would drive the planning for the 5-acre space.

- A conservation easement too generic provided too much latitude and left the land management planner susceptible to pressure from the grantor.
- There was a fine line between specificity and generality, and he read examples from the conservation easement.
- He listed specific concerns, such as how much space the cabin would have and how many stories it would be.
- He was concerned about items not addressed in the conservation easement.
- He reiterated there was a fine line between too much detail and too little to prevent abuse going down the road.
- They wanted a dialogue on what the most optimal use would be.

John Hess - Town Resident

- He supported the infusion of money from the Town for the Kikel Parcel.
- He appreciated the changing of the conservation easement for a smaller building.
- However, they were using open space money, so there should not be buildings.
- The information center would make more sense located at the trailhead.
- They could change the conservation easement to allow for a building in 20 years.
- There should be a limit on the size of the building.

Tim Szurgot - Resident of Wild Bird

- He supported the bold stewardship idea.

Honeydew Murray

- She asked why they could not start small.
- She was happy the Land Trust could pay their debt.
- The idea of the structure and the uncertainty on size were too frightening.
- She suggested a kiosk and to start small.

Durant outlined the key reasons for the conservation easement. An amendment was not something they could take lightly. The answer would always be no. There was intention behind the structure of the deal related to the precedent with other conservation easements.

Schmidt recalled Hess's comment on using open space money for a parcel that would have a structure. MacDonald said Staff would look into it. Durant stated the Land Trust did not have an immediate deadline, but they needed to keep moving forward. MacDonald asked for clarification on information desired by the Council. Yerman reminded that any future councils would have authority on what would be built.

Merck moved and Haver seconded a motion to continue first reading of Ordinance No. 28, Series 2019 to the July 15th meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Ordinance No. 29, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Transfer of Town-Owned Property Legally Described as Lot 6

Block 78 and Lots 4, 10, and 11 Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Bywater, LLC for the Construction of Affordable Housing.

This item was removed from the agenda.

3) Ordinance No. 30, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Plat of Jebez Townhouses Lot 6, Block 79, Replat of Blocks 79 and 80 Paradise Park, Town of Crested Butte, County of Gunnison, State of Colorado Reception No. 659963 Unit B to Jeff Koether for the Sale Price of \$275,000.00.

Schmidt read the title of the ordinance. He explained the ordinance was for the sale of a condo that was completed. Yerman identified they were on the fourth alternate for the unit, and Koether would attempt to attend the next meeting.

Dujardin moved and Bradley seconded a motion to set Ordinance No. 30, Series 2019 to public hearing on the 15th. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

4) Ordinance No. 31, Series 2019 - An Ordinance of the Crested Butte Town Council Amending Ordinance No. 1-2019 to Add an Exception to the Temporary Moratorium for the Demolition of Any Non-Historic Multi-Family Structure of Three or More Units, All Non-Historic Commercial Structures, and the Partial Demolition of Less Than 25% of Any Non-Historic Structure Within the Town of Crested Butte.

Schmidt read the title of the ordinance. There were questions regarding the exemptions being created. Yerman outlined the exemptions to non-historic structures which were: multi-family structures with three or more units; commercial buildings; demolitions of less than 25% of a structure or those structures for which a BOZAR application was deemed complete as of January 7, 2019. MacDonald reminded there would be a work session with BOZAR on July 9th, and changes could be made to the ordinance on the 15th.

Merck moved and Dujardin seconded a motion to set Ordinance No. 31, Series 2019 for public hearing at the July 15th meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

5) Discussion on Alley Paving Request South of Elk Avenue Between 2nd and 3rd Streets.

Schmidt referred to the letter from Mike Marchitelli and Eric Roemer that initiated the discussion. Earley stated there was a letter issued to the neighbors, and he received seven responses in favor of paving the alley. One person commented in favor of grounding the utilities. Earley identified it would cost \$80K to pave the alley. Upgrading the storm water system would cost another \$10K to \$15K. He also received an estimate from

GCEA to underground the lines, which was cost prohibitive. Staff examined expenses in the context of the long-term budget. Earley reviewed pros and cons that were included in the staff report. There was further discussion on specific utilities, how the alley currently drained, and costs.

Mike Marchitelli

- They did an assessment of what came down the alley: 37 large vehicles a week.
- Paving would make it easier to plow, and it would be cleaner.

MacDonald acknowledged that the property owners had done fund raising in the past, but it was public property. She recommended if the Council wanted to pursue, they would look at the budget. They could then look at alleys on a case-by-case basis. Haver recognized it was a big expense, and it could be discussed in the budget planning.

Mary Boddington - Owner of the Talk of the Town

- She was concerned if something were to break and the cost to repair.
- She questioned the cost for service repairs. Otherwise, she supported paving.

Haver was not excited about the cost of burying the utility lines, and he did not support increasing the mill levy. The discussion became more detailed around the utility lines. Mitchell summarized that the Council wanted to pave without undergrounding the utilities, and they should direct Staff to proceed. They could look at the budget in the upcoming weeks. No one from the Council voiced disagreement. Dujardin asked about paving the alley from 2nd to 4th and whether the cost would be similar.

6) Resolution No. 11, Series 2019 - A Resolution of the Town Council of the Town of Crested Butte, Colorado, Submitting to the Electorate of the Town of Crested Butte a Question Seeking Authority to Increase Taxes On the Sale of Cigarettes and Other Tobacco and Nicotine Products.

Zillioux updated the Council on review that had been done related to the resolution and past discussions of the Council. He outlined sin taxes applied to other substances in other locations. He explained the ballot language and taxes proposed. Bradley asked questions related to tobacco products. Zillioux acknowledged price would be a deterrent to youth and young adults. Mitchell's concern was the 18 to 21 year olds going to Gunnison. Bradley agreed the same would happen with travelling to Mt. Crested Butte. Zillioux specified the resulting funds would go into the General Fund, if the voters agreed to pass the tax. Schmidt asked about banning vaping devices. Dujardin wanted to see the voters decide. He added that he thought 18-year olds were adults.

John Penn

- Everything they were discussing would put him out of business.
- When the Town allowed dispensaries to sell paraphernalia he lost a large part of his business.
- Very few people that vaped, smoked cigarettes.
- He was unhappy about the idea of losing his business.

- He felt 18-year-olds were adults.

Bradley heard from someone who indicated \$3 a pack was way out of the ballpark of what he or she expected. There was discussion on paraphernalia and its definition. Schmidt stated it was a health issue.

Kyle Tibbett - Gunnison County Department of Health - Tobacco Cessation Educator

- Cited statistics on vaping.
- He wanted to make himself available for questions.
- The price increase would have an impact, mainly on youth.
- The discussion turned to education.

Haver asked the Council to focus on the problem they were trying to solve. He was not supportive of the tax. He thought they could come up with a better solution. Bradley thought it was way general in a way that was not solving the problem. Dujardin countered that it was a tool. Dujardin was for the health of the community. Schmidt pointed out they were leaving the decision up to the citizens.

Kyle Tibbett

- Vaping products were not taxed and were relatively unregulated.

John Penn

- He asked if the tax would affect dispensaries.

There was discussion on the ballot language in the resolution. Haver suggested taxing flavored vaping products. Schmidt outlined the options in front of the Council. There was discussion on the timeline related to election deadlines. There were no amendments made to the resolution.

Dujardin moved and Schmidt seconded a motion to approve Resolution No. 11, Series 2019, submitting to the electorate of the Town of Crested Butte a question seeking authority to increase taxes on the sale of cigarettes and other tobacco and nicotine products. A roll call vote was taken with Merck, Mitchell, Schmidt, and Dujardin voting, "Yes," and Haver and Bradley voting, "No." **Motion passed.**

7) Resolution No. 12, Series 2019 - A Resolution of the Crested Butte Town Council Amending Town of Crested Butte Affordable Housing Guidelines Adding Section 8 Regulations for Employer Rentals Units to Part III Purchasing Affordable Housing.

Yerman informed the Council that the guidelines were dropped on the business owners at the last minute. Yerman heard back from a potential buyer that he or she would back out if the resolution passed tonight. Each business was unique in how the unit would be used. He asked the Council to continue the resolution to the next meeting. Schmidt identified a typo in the guidelines. He recognized the section on the business selling or transferring ownership, and he was concerned the increased cost could be included in the sale of the business. Bradley affirmed that the comment heard by Yerman was negative.

MacDonald said Staff needed time. Yerman specified issues he heard. It was most important to give the business community a chance to weigh-in.

Kent Cowherd

- Trust but verify there would not be abuses.
- Regulations were important.
- Micro management was not needed.

Mitchell moved and Haver seconded a motion to continue Resolution No. 12, Series 2019 to the July 15th meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

8) Appointments to Boards and Committees.

This item was removed from the agenda.

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Paul Merck

- He went to the opening of The Center and the ribbon cutting at Adaptive Sports.
- Attended a meeting that went really well with MacDonald and Schmidt to discuss the school IGA. They talked about the intersection.

Laura Mitchell

- Attended a Mountain Express meeting. They were interested in buying a two bedroom unit for employee housing.

Will Dujardin

- CML was fun. He thought what was going on at DOLA was good. He identified that Town might need to prod the County to take the lead on the census. The Steamboat/Telluride/Gunnison dinner was really helpful.
- They had good conversations regarding housing, water, and climate at the dinner with Mt. Crested Butte.
- The manager report from the Upper Gunnison River Water Conservancy District was pretty awesome. There was no measurable drought in the state. Blue Mesa and Taylor were almost 75% full.
- At the Mountain Express meeting they reviewed their strategic plan. He stated the best thing was to put a band aid on the late night taxi discussion.

Candice Bradley

- The sidewalk pedestals were in for the sculpture garden. They were looking to install sculptures. The dragonfly would not be done until August. They were working on an art and law workshop. There would be another meeting in August.

Will Dujardin

- He attended OVLC resiliency meeting. They came to the conclusion that it would be worthwhile to develop regional priorities covering water and climate resiliency, including waste.

Chris Haver

- The CML Conference was really good. He thought they could consider doing more to engage students in government. The long-term effect would be kids growing into positions of giving back to the community.
- The OVLC meeting had a lot of information. They talked with the community health and coalition team. Food security was a big issue. He listed programs.
- There were DOLA grant monies available for climate action planning.
- He attended the STOR meeting and learned that they received a GOCO grant. Their project was the top-choice because of the collaboration. They would hire a stewardship coordinator. He listed topics of discussion including Taylor and parking at Rustlers Gulch.

Jim Schmidt

- He went to the CAST meeting in Breckenridge. He announced that MacDonald was named the VP. The Steamboat/Telluride/Gunnison dinner was good. He identified the period of significance in Telluride.
- The letter would be sent to CDOT as discussed.
- The climate action plan kick-off was held at The Depot.
- He went to Brad Cadwell's retirement lunch.
- Met with the school. It went well. MacDonald would provide a write up with what came from the meeting.
- Called Bruce Bartleson, head of the library board, who told Schmidt they were coming up with a counter offer.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dujardin asked about an agenda for the demolition work session.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, July 9, 2019 - 6:00PM Demolition Moratorium Work Session
- Monday, July 15, 2019 - 7:00PM Regular Council
- *Tuesday*, August 6, 2019 - 6:00PM Work Session - 7:00PM Regular Council

- *Tuesday, August 13, 2019 - 6:00PM Council to Meet as Planning Commission*
- *Monday, August 19, 2019 - 6:00PM Work Session - 7:00PM Regular Council*

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 10:40PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

July 15, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Shea D Earley, Director of Public Works
Subject: Award of Contract for the Old Town Hall Elevator Project 2019

Summary: Town Staff would like to award the contract for the Old Town Hall Elevator Project 2019 to Brett Capps Construction for the amount of \$109,000.00. The scope of work for the contract includes:

- Building an elevator shaft from the 1st floor of Old Town Hall to the 2nd floor where the Mountain Theatre is located. This shaft is designed to accommodate a vertical platform lift that is ADA compliant.
- Construction and/or relocation of all electrical, duct work, and plumbing located within the elevator shaft.

Background: The overall budget for the project is \$200,000.00. The Town has already contracted with Daniel J Murphy Architects to develop design/engineer drawing, which totaled \$7000.00. Also, as part of the project, the Town will contract with Colorado Custom Lift for the sole purpose of providing and installing the vertical platform lift. Estimated cost of the lift, including installation, is \$35,000.00. Total design and construction costs are estimated to be \$151,000.00.

Recommendation: Staff recommends awarding the contract to Brett Capps Construction for the Old Town Hall Elevator Project 2019.

Proposed Motion: I move to award the contract to Brett Capps Construction for the Old Town Hall Elevator Project 2019, as part of the consent agenda.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 15th day of July, 2019 by and between Brett Capps Construction (hereinafter referred to as “Contractor”), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the “Town”).

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the Old Town Hall Elevator Project 2019 (hereinafter the “Project”); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

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

1. Statement of Work. Contractor agrees to manage and supervise the construction of the project located in the Town of Crested Butte, Gunnison County, Colorado, as directed by the Town and pursuant to the Town of Crested Butte Design Standards and according to the plans and specifications approved by the Town. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement and as further identified in the Bid Documents attached hereto as **Exhibit B**.

2. Time of Commencement and Completion. Construction under this Agreement can begin on or after the Notice to Proceed and to be completed by 25th Day of October, 2019 (Completion Date”). The Completion Date may, at the Town’s sole discretion, be extended if approved by the Town in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct **liquidated damages in the amount of \$300 the first day and \$100 for each additional day** the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor’s failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of **\$ 109,000.00** as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Documents attached hereto as **Exhibit B** and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Contractor shall also submit to the Town monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or his designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on **Exhibit B**, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the Town, Contractor's work is not progressing satisfactorily.

The Town shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The Town its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any

person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The Town Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.
- B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Town, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the Town or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the Town Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per

occurrence.

- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. The Contractor's Certificate of Liability Insurance is attached to this contract as **Exhibit C**.

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or **\$109,000.00**. The Contractor shall use the form of the Performance Bond supplied by the Town. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or **\$109,000.00**. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the Town in the form supplied by the Town. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Town fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Town. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the Town, its officers, agents and employees, against any claim or liability arising from or based on the violation of any

such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the Town and Contractor. In the event that the Town and Contractor do not reach an agreement as to the date of substantial completion, the Crested Butte Town Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the Town a completed substantial completion list utilizing a form approved by the Town. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the Town shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the Town shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the two year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Town shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the Town pursuant to this Construction Agreement for a period of twenty four (24) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or

workmanship for a period of two (2) years, as stated above.

16. Corrections to Project. If, within one (2) years after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the Town to do so unless the Town has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the Town discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The Town may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Town Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Town pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the Town Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the Town in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of

- B. Contractor does not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to verify to Town that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, “E-Verify”) in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.
- D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Town obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
- (a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

G. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

30. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[CONTRACTOR]:

By _____
Name _____
Title _____

TOWN OF CRESTED BUTTE, COLORADO:

By _____
Jim Schmidt, Town Mayor
Date _____

ATTEST:

Town Clerk

Bond # _____

Exhibit A**Notice of Award**Dated July 15th, 2019

Owner: Town of Crested Butte	Owner's Project Manager: Dale Hoots	
Name of Project / Contract: Old Town Hall Elevator Project 2019		
Contractor: Brett Capps Construction		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 20 Hunter Hill Road, Crested Butte, CO 81225		

You are notified that your Bid dated June 27th, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Old Town Hall Elevator Project 2019 contingent upon delivery of all conditions outlined in the Agreement or herein.

See the Bid Documents for details of the scope of work.

The Contract Price of your Contract is **\$109,000.00**
(written) One Hundred and Nine Thousand Dollars and Zero Cents

Two (2) of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Town of Crested Butte
Owner

By: _____
Authorized Signature

Jim Schmidt, Town Mayor
Name/Title

**Project Scope of Work
And
Bid Documents
For
Old Town Hall Elevator Project 2019**

- 1) ALL PLANS, SPECS, AND DESIGN ARE DONE BY DANIEL J MURPHY ARCHITECTS. THE PURPOSE OF BUILDING AN ELEVATOR SHAFT IS TO ACCOMMODATE AN ADA LIFT FROM THE GROUND FLOOR OF OLD TOWN HALL TO THE SECOND FLOOR AND THE MOUNTAIN THEATRE.
- 2) ANY QUESTIONS ON THE PLANS WILL BE DIRECTED TO DANIEL J MURPHY ARCHITECTS.
- 3) THE ELEVATOR SHAFT IS APPROXIMATELY 7 FEET IN WIDTH AND 7 FEET IN DEPTH AND APPROXIMATELY 16 FEET IN HEIGHT.
- 4) ALL WORK WILL BE DONE IN ACCORDANCE WITH THE 2015 IBC BUILDING CODE.

Project General Requirements Table of Contents

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Section 01000
General
Definitions and Terms

1.1 General

A. Scope

The following conditions are general in scope and may contain requirements covering conditions that may not be encountered in the performance of the Work under contract. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement shall have no meaning relative to the performance of said Work.

B. Titles and Subheadings.

I. The titles and subheadings used in the Contract Documents are for convenience of reference only and shall not be taken or considered as having any bearing on the interpretation of said documents.

II. Titles used in these specifications having a masculine gender, such as "workman" and the pronouns "he" or "his," are for the sake of brevity and are intended to refer to persons of either sex.

1.2 Definitions and Terms.

A. When the Contract indicates that work shall be "accepted, acceptable, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, interpretation, interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood that these expressions are followed by the words "by the Town," or "to the Town."

B. Additional definitions and terms are provided Wherever the following terms are used in these Contract General Conditions, or other Contract Documents, the intent and meaning shall apply to both the singular and plural thereof and shall be interpreted as follows:

Addenda. Written or graphic instruments issued prior to Bid Opening which clarify, correct, or change the Contract Documents.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder. An individual, firm, corporation, or other legal entity submitting a proposal for the advertised Work and, if the Successful Bidder, a contractor intending to contract with the Town for performance of prescribed Work.

Bid Documents. These shall consist of the following forms and documents: Construction Drawings, Addenda (if any), Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond Form, Special Conditions, Special Provisions, Supplemental Specifications, Appendix, and Construction Drawings. (not attached).

Bid Opening. The public opening and reading of all bids prepared and submitted in accordance with the Instructions to Bidders at the time and date set forth in the Invitation to Bid.

Bid Guaranty. The security, as designated in the Instructions to Bidders and furnished with the Bid as a guaranty that the Bidder shall enter into the Contract and furnish the Bonds and Certificates of Insurance as required if awarded the Work.

Bid Schedule. A list of Bid Items in the Bid Form, which includes a description, approximate quantity and units (if any), unit price and extended amount or lump sum bid, for each item. The Bid Schedule also includes a line for the Total Bid based on the summation of the extended amounts of all bid items. The Bid Schedule may also include bid alternates and a line for the Bidder to enter an estimated date to begin construction.

Bonds. Bid, Performance and Payment Bonds and other instruments of security.

Calendar Day. Each and every day shown on the calendar, beginning and ending at midnight.

Change of Work Form. The following forms, copies of which are provided in the Standard Forms: Field Order, Work Change Request, Request for Adjustment, and Change Order.

Change Order. A document recommended by the Town which is signed by the Contractor and by an authorized agent of the Town which authorizes an addition, deletion, or revision in the Work, or an adjustment in Contract Price or Contract Time, which is issued on or after the Effective Date of the Contract. Properly executed Change Orders become a part of the Contract Documents.

Construction Drawings (Drawings, Plans). The Drawings or Plans which show the character and scope of the Work to be performed which have been prepared or approved by the Town and are referred to in the Contract Documents (including Standard Details).

Contract. A written agreement between the Town and Contractor covering the Work to be performed. Other Contract Documents are attached to the Contract and made a part thereof as provided therein.

Contract Documents. The Standard Contract Documents for Capital Improvements Construction (current edition) and the Bid Documents as defined herein. Contract Documents also include: Shop Drawings, Field Orders, Work Change Requests and Change Orders which must be signed by authorized representatives of the Town and the Contractor.

Contract Time. The number of Calendar days allowed for the Substantial and/or Final completion of the Work specified in the Contract including authorized time extensions, beginning on the date specified in the Notice to Proceed.

Contractor. The person, firm, or corporation with whom the Town intends to or has entered into a Contract.

Day. Calendar Day.

Defective Work. Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of a referenced standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the Town's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by the Town at Substantial Completion).

Drawings. Same meaning as Construction Drawings.

Effective Date. The date indicated in an agreement or notice on which it becomes effective, But if no such date is indicated, the date on which the instrument is fully signed and delivered by the last of the parties *involved*.

Engineer. The Project Engineer, who may be a Town employee or hired consultant who has been appointed or authorized by the Town to oversee the technical aspects of the work and to administer the Contract on behalf of the Town. The term "Engineer" may also apply to a Professional Engineer working for a developer who is required to construct public infrastructure.

Extra or Additional Work. Work which was not a part of the original Contract Documents at the time the Contract was executed for which extra compensation or time is justified in accordance with conditions set forth in the Contract Documents.

Field Order. A written order issued by the Town which directs or allows minor changes in The Work, and which does not *involve* a change in the Contract Price or Contract Time.

Final Completion. The date upon which the Work, in the Town's opinion and based upon its inspection, is acceptable and fully performed in accordance with the Contract Documents, and all other requirements or conditions to the Town's advertisement of the Project for final payment *have been fulfilled*: Final Completion shall be *evidenced* by the Town's issuance of a Letter of Final Completion.

Holidays. Holidays recognized by the Town are:

New Year's Day.....	January 1
Martin Luther King Day.....	3 rd Monday in January
President's Day.....	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Colorado Day.....	1 st Monday in August Labor
Labor Day.....	1 st Monday in September
Columbus Day	2 nd Monday in October
Thanksgiving Day:.....	4 th Thursday in November
Christmas Day.....	December 25 th

When a Holiday, as listed *above*, falls on a Saturday, it shall be observed on the preceding Friday; if the Holiday falls on Sunday, it shall be observed on the following Monday.

Inspector. An authorized representative of the Town, assigned to inspect and/or test materials furnished or Work performed by the Contractor.

Laboratory. Any testing laboratory designated by the Town to make tests of the materials and Work involved in the Contract.

Liquidated Damages. The sum of money the Contractor agrees to pay the Town for each day of delay beyond the date due for the completion of specified stages of Work or the complete Contract, or in delaying or requiring the Town to incur additional costs in the process of obtaining a Contract to perform the Work in the case of Bid Guaranty.

Manager. The Town Manager of the Town of Crested Butte.

Notice of Award. The written notice by the Town to the apparent Successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the Town shall sign and deliver the Contract.

Notice to Proceed. Written notice to the Contractor to proceed with the Contract Work specifying, when applicable, the date of beginning of Contract Time.

Plans. Same meaning as Construction Drawings.

Project. The specific Work to be performed as described in the Contract Documents.

Project Manager / Facilities Manager. Designated Town employee in charge of the Project.

Request for Adjustment. A written request issued by the Contractor for an adjustment in Contract Time or Contract Price. A copy of the Request for Adjustment Form is provided in the Standard Forms.

Review. To examine or re-examine for conformance with the Contract Documents.

Schedule of Submittals. A schedule of all Shop Drawings, material certifications, mix designs, samples, construction schedules (Gantt charts) and other items to be submitted by the Contractor for review and/or approval by the Town. The Schedule of Submittals is included in the Special Conditions and may be modified by the Town any time before or after the construction begins.

Shop Drawings (Work Drawings). All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work, and all illustrations, brochures, standards, schedules, performance charts, illustrations, diagrams, and other information submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Special Conditions. The part of the Contract Documents which amends or supplements the General Contract Conditions and which are specific to the Work to be performed.

Special Provisions. Additions and revisions to the Town's Standard Specifications covering conditions peculiar to an individual project.

Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work. These may consist of Standard or Supplemental Specifications, Special Provisions, and/or notes on the Construction Drawings.

Standard Contract Documents for Capital Improvements Construction. These shall include the following Standard Forms and documents: Statement of Bidders Qualifications, Instructions to Contractors Regarding Affirmative Action, Notice of Award, Contract, Performance Bond Form, Payment Bond Form, Notice to Proceed, Field Order Form, Work Change Request Form, Request for Adjustments Form, Change Order Form, Partial Payment Request Form, Certificate for Payment Form, Final Receipt and Release, General Contract Conditions, Standard Specifications, as approved for use by the Town, and Standard Specifications for construction

Standard Details. Same meaning as Standard Drawings.

Standard Drawings. Town-approved Standard Drawings and Details which pertain to the Work to be performed.

Standard Forms. Forms utilized and approved by the Town as the Standard Contract Documents for Capital Improvements Construction, which are in the format to be used for the stated or intended purpose.

Standard Specifications. Standard Specifications utilized and approved by the town all of which are incorporated into the Standard Contract Documents for Capital Improvements Construction.

Subcontractor. An individual firm, corporation, or other legal entity to which the Contractor subcontracts part of the Contract.

Substantial Completion. When the Work or a specified part thereof has progressed to the point where the Work, in the opinion of the Town, as evidenced by the Town's Letter of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work or specialized part can be placed in service and utilized for the purpose for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Successful Bidder. The actual or apparent responsive, responsible and qualified Bidder having the lowest Bid price.

Superintendent. The Contractor's authorized representative who is in responsible charge of the Work.

Supplemental Specifications. Additional Specifications which may be necessary to cover Work peculiar to an individual project, which is not addressed by the Standard Specifications. Supplemental Specifications may be a section in the Bid Documents or may appear as notes on Construction Drawings.

Surety. The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

Town. The Town of Crested Butte, State of Colorado, or any employee thereof.

Town Engineer/Public Works Director. Same as Project Manager employed by the Town responsible for all construction contract decisions. (Also referred to as Engineering Manager.)

Work. All labor, materials, equipment, and incidentals necessary to successfully complete the project according to all duties and obligations imposed by the Contract.

Work Change Request. A written directive to the Contractor, issued by the Engineer on or after the Effective Date of the Contract, requesting the Contractor to provide a cost for pending extra Work or changes in the Work. The Work Change Request may also direct the Contractor to proceed with the revision in Work. A Work Change Request does not change the Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Request shall be, if implemented, incorporated into a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

Working Day. Any Day, exclusive of Saturdays, Sundays and Town-observed Holidays. If Town explicitly permits work to be conducted on a Saturday, Sunday, and/or Town observed holiday, that day shall count as a Working Day for purposes of the Contract Time.

End of Section

Section 01010

Summary of Work

1.1 Work Covered by Contract Documents

- A. The work consists of furnishing all materials and labor for the purpose of building An elevator shaft from the first floor of the old Town Hall to the 2nd floor where Mountain theatre is located. All work will be done in accordance with the IBC 2015 Building codes
1. The Contractor is responsible building an elevator shaft for the purpose of Installation a vertical platform lift. The contractor is responsible for the electrical Wiring for the installation of the vertical platform lift. The Town of Crested Butte Will be responsible for the contract with the elevator company Colorado custom lift. The elevator company will install a vertical platform lift after elevator shaft Is complete and inspected. Contractor is NO responsible for purchase or Installation of fire rated doors as Colorado custom lift will purchase and install these.
 2. The Town reserves the right to modify, add to, or delete portions of any of the bid schedule or omit entire schedules from the scope of the project. The Town reserves the right to make design modifications.
 3. Protection and Restoration
 - a. Replace to equal or better conditions all items removed and replaced or damaged during construction.
 - .b. The Town must approve the condition of all replaced and/or restored areas prior to Final Payment.

1.2 Work Sequence

- A. The Contractor is responsible for coordinating all work, including the work of his subcontractors, with the Town. Schedules shall be coordinated with the Town to accommodate special needs that the Town of Crested Butte may require. The work shall begin on or after **September 3rd 2019**. As specified in the Agreement the work shall be substantially complete by **October 25th 2019**

1.3 Delivery and Receipt of Equipment and Materials

- A. Contractor is responsible for the delivery, receipt, storage, protection and use of equipment and materials in conjunction with this project. Town shall not receive or take any responsibility for equipment and/or materials delivered to the site. Town will allow some construction staging to take place at the Town Public Works facility.

1.4 Notices to Owners, Agencies and Authorities

- A. Contact all affected agencies at least 72 hours prior to start of construction.
- B. The Town will assist with removal of vehicles from the work area when necessary.

End of Section

Section 01040

Coordination

1.1 General

- A. Coordinate operations under the contract in a manner which will facilitate progress of the work. The Contractor shall also coordinate with the Utility Companies and Town who may have work separate from the General Contractor's contract.
- B. Conform to the requirements of public utilities and concerned public agencies in respect to the timing and manner of performance of operations which affect the services of such utilities, agencies, or public safety.
- C. Coordinate all operations with the adjoining property owners, business owners, and surrounding neighborhoods to provide satisfactory access at all times and keep them informed at all times.
- D. Keep traffic areas free of material, construction equipment, and other material and equipment.
- E. Conduct operations in a manner to avoid unnecessary interference with public and private roads and driveways.
- G. Provide and maintain temporary approaches or crossings at streets, businesses and residences.

1.2 Schedule and Milestones

- A. Prior to commencing any site work, the Owner, Owners representative, and Contractor shall meet to determine the critical path, sequence, and scope for the project based on the Owner's priorities.

1.3 Meetings

- A. Hold Meetings for coordination of the Work when needed.
 - 1. Contractor shall participate in such meetings accompanied by subcontractors as required by Town.

End of Section

Section 01160

Unit Prices – General

1.1 Description

- A. This Section covers, in general, methods of measurements and payment for items of Work. The Project Construction Specifications also contain information pertaining to methods of measurement and payment. Items of Work will be paid for in accordance with the unit prices in the Bid Schedule.
1. Town will not pay for defective work and will not pay for repair or additional work required to bring the project to a point of acceptance.
- B. Bid Price.
1. The Total Bid Price covers all work required by the Contract Documents.
 - a. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the price bid for the various items of work.
 2. Unit prices shall include all costs in connection with proper successful completion of the Work, including furnishing all materials, equipment, and tools; and performing all labor and supervision to fully complete the Work.
 3. Unit prices shall govern over extensions of sums.
 4. Unit prices shall not be subject to renegotiation.
- C. Estimated Quantities
1. All quantities stipulated in the Bid Form at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the Bids submitted for the Work. The basis of payment shall be the actual quantity of material furnished and Work done.
 2. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of Work actually performed and materials actually furnished and the estimated amount thereof.
 3. Town reserves the right to decrease, increase, or delate parts of the project

1.2 Mobilization

- A. The Lump sum price for the Water Control Mitigation Project shall include all costs for bonds, insurance, permits, moving construction equipment to the site, and similar costs which are not affected significantly by variation in quantities of the Work.
- B. Price shall not exceed 4% of Bid Price.

1.3 Project Closeout

- A. The costs for project closeout shall be considered incidental to the Work and will not be paid for separately. Project Closeout includes the removal of all construction plant, materials, equipment, and all excess or waste materials remaining at completion of Construction; restoration of the site and final clean-up; and the furnishing of all documentation required by the Contract Documents prior to Final Payment.

End of Section

Section 01310

Construction Schedules

1.1 General

- A. Prepare a schedule of all construction operations and procurements after review of tentative schedule and scope by parties attending the Preconstruction Meeting.
 - 1. No Work is to begin at the site until Town's acceptance of the Construction Progress Schedule and Report of delivery of equipment and materials.
 - 2. Working hours shall be Monday thru Friday between 7 a.m. 7 p.m., unless otherwise approved by the Town.

1.2 Content

- A. Construction Progress Schedule.
 - 1. Show the complete work sequence of construction by activity and location.

1.3 Progress Revisions

- A. Submit revised schedules and reports when changes are foreseen, when requested by the Town, and with each application for progress payment.
- B. Show changes occurring since previous submission.
 - 1. Actual progress of each item to date.
 - 2. Revised projections of progress and completion.
- C. Provide a narrative report as needed to define:
 - 1. Anticipated problems, recommended actions, and their effects on the schedule.
 - 2. The effect of changes on schedules of others.

1.4 Town's Responsibility

- A. Town review is only for the purpose of checking conformity with the Contract Documents and assisting Contractor in coordinating the Work with the needs of the project.
- B. It is not to be construed as relieving Contractor from any responsibility to determine the means, methods, techniques, sequences and procedures of construction as provided in the General Conditions.

End of Section

Section 01330

Survey Data

1.1 **Survey Requirements**

- A. The Town will provide construction surveying for the project (if any).

End of Section

Section 01410

Testing

1.1 **General**

- A. Provide such equipment and facilities as the Town may require for conducting field tests and for collection and forwarding samples. Do not use any materials or equipment represented by samples until tests, if required, have been made and the materials or equipment are found to be acceptable. Any product, which becomes unfit for use after approval hereof, shall not be incorporated into the Work.
- B. All materials or equipment proposed to be used may be tested at any time during their preparation or use. Furnish the required samples without charge and give

sufficient notice of the placing of orders to permit the testing. Products may be sampled either prior to shipment or after being received at the site of the Work.

- C. Tests shall be made by an accredited testing laboratory selected by the Town. Except as otherwise provided, sampling and testing of all materials and the laboratory methods and testing equipment shall be in accordance with the latest standards and tentative methods of the American Society for Testing Materials (ASTM).
- D. Where additional or specified information concerning testing methods, sample size, etc. is required, such information is included under the applicable sections of the Specifications. Any modification of, or elaboration on these test procedures (which may be included for specific materials under their respective sections in the Specifications) shall take precedence over these procedures.

1.2 Town's Responsibilities

- A. Town shall be responsible for and shall pay all costs in connection with testing for the following:
 1. Materials and quality assurance testing services (as requested).
 2. Contractor shall coordinate and cooperate with the technicians doing the testing and all testing and testing requirements for the project.

1.3 Contractor's Responsibilities

- A. Contractor is responsible for any and all re-testing for Work, or materials found defective or unsatisfactory.

1.4 Contractor's Quality Control System

- A. General: The Contractor shall establish a quality control system to perform sufficient inspection and tests of items of Work, including that of his subcontractor, to ensure conformance to the functional performance of this project. This control shall be established for all construction except where the Contract Documents provide for specific compliance tests by testing laboratories or engineers employed by the Town. The Contractor's control system shall specifically include all testing required by the various sections of these specifications.
- B. Superintendence: The Contractor shall employ a full time Superintendent to monitor and coordinate all facets of the Work. Superintendent shall be on site

when Work is in progress (i.e. weekend work). The Superintendent shall have adequate experience to perform the duties of Superintendent.

- C. Quality Control: Contractor's quality control system is the means by which he assures himself that his construction complies with the requirements of the Contract Documents. Controls shall be adequate to cover all construction operations and should be keyed to the proposed construction schedule.
- D. Records: Maintain correct records on an appropriate form for all inspections and tests performed, instructions received from the Town/or Town's representative and actions taken as a result of those instructions. These records shall include evidence that the required inspections or tests have been performed (including type and number of inspections or test, nature of defects, causes for rejection, etc.) proposed or directed remedial action, and corrective action taken. Document inspections and tests as required by each Section of the Specifications. Provide copies to the Town weekly.

End of Section

Section 01510

Temporary Utilities

1.1 Utilities

- A. Furnish all utilities necessary for construction.

1.2 Water

- A. Town will furnish water in reasonable amounts for proper installation of the Work at existing connections without charge to Contractor.

- B. Make arrangements with the Town as to the amount of water required and time when water will be needed.
- C. Town will fix the place, time, rate and duration of each withdrawal from the distribution system.
- D. Unnecessary waste of water will not be tolerated.
- E. Contractor shall furnish necessary water trucks, pipes, hoses, nozzles, and tools and perform all necessary labor.

1.3 Sanitary Facilities – Contractor’s Responsibilities

- A. Restrooms are available on site at our Town Hall during construction periods.

End of Section

Section 01560

Temporary Controls

1.1 Noise Control

- A. Take reasonable measures to avoid unnecessary noise when construction activities are being performed.
- B. Construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.
- C. Cease operation of all machinery and vehicles between the hours of 07:00 p.m. and 07:00 a.m.

1.2 Dust Control

- A. Dusty materials in piles or in transit shall be covered when necessary to prevent blowing dust.
- B. Earth and road surfaces subject to dusting due to construction activities and detouring of traffic shall be kept moist with water or by application of a chemical dust suppressant. Chemical dust suppressant shall not be injurious to existing or future vegetation.

1.3 Pollution Control

- A. Prevent the pollution of drains and water courses by sanitary wastes, concrete, sediment, debris, and other substances resulting from construction activities.
 - 1. Retain all spent oils, hydraulic fluids and other petroleum fluids in containers and dispose off site.
 - 2. Prevent sediment, debris or other substances from entering sanitary sewers, storm drains, culverts and/or open ditches and waterways.

End of Section

01600

Liquidated Damages

1.1 Liquidated Damages:

If the Contractor does not achieve Final Completion by the required date of any individual phase, whether by neglect, refusal or any other reason, the date for Final Completion may be extended in writing by the Owner. As provided elsewhere, this provision does not apply for delays caused by the Town. The parties agree and stipulate that the Contractor shall pay liquidated damages to the Town for each such day that final completion is late.

The Contractor agrees that as part of the consideration for the Town's awarding of this Contract liquidated damages in the amount of **\$500 the first day and \$100.00 for each day** after is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the Town for such delay include hard to quantify items such as : Additional engineering, inspection and oversight by the Town and its agents; additional contract administration; inability to apply the

efforts of those employees to the other work of the Town; perceived inefficiency of the Town; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the Town during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the Town gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the Town in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the Town gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the Town shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the Town may withhold all or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the Town for extra costs which the Town may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the Town incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the Town incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the Town may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the Town for all expenses thus incurred.

End of Section

Section 01700

Contract Closeout

1.1 Substantial Completion

- A. Substantial Completion of the Town of Crested Butte Water Control Mitigation Project shall be defined as the completion of the Water barrier around the foundation, and any other pertinent items as required for this project.
- B. Substantial Completion dates or times are outlined in the Contract Documents.

1.2 Final Completion

- A. Final Completion shall be defined as the completion of all Work including clean-up, all punch list items completed, and all processing of all change orders. The Work must be ready for Final Payment and Acceptance.

- B. Final Completion will be subject to the terms outlined in the Contract Documents.

End of Section

Section 01711

Site Cleanup

1.1 **General**

- A. Execute cleanup during progress of the Work and at completion of the Work.

1.2 **Description**

- A. Store volatile wastes in covered containers and dispose off site.
- B. Provide on-site covered containers for the collection of waste materials, debris, and rubbish.
- C. Neatly store construction materials, such as concrete forms, when not in use.

- D. Broom clean exterior paved surfaces and rake other exterior surfaces.

1.3 Disposal

- A. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, ditches, or waterways.
- B. When approved by the Town, the Contractor may stockpile and store materials and equipment within the right-of-way. The Contractor shall be responsible for obtaining, in writing, permission to use private property for storage of materials and equipment. Copies of these agreements shall be submitted to the Town prior to using the property. Traffic control devices shall protect all materials and equipment stored in the right-of-way during non-working hours.
- C. All excess materials shall become property of the Contractor, unless otherwise directed by the Town.
- D. Remove waste materials, clearing materials, demolition materials, unsuitable excavated materials, debris and rubbish from the site at least weekly and dispose of at disposal areas furnished by the Contractor away from the site.

End of Section

TOWN OF CRESTED BUTTE**Bid
2019 Elevator Shaft Project**

To: Town of Crested Butte
Department of Public Works
P.O. Box 39
507 Maroon Avenue
Crested Butte, CO 81224

The undersigned Bidder, having thoroughly examined the Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting, or which may be affected by the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the Town on the form included in the *Contract Documents* and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices as shown on the Bid Schedule

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the require Performance and Payment Bonds, executed by a Surety acceptable to the Town and provide Certificates of Insurance evidencing the coverage and provisions set forth in the Contract within ten (10) Calendar Days of the Town's issuance of a Notice of Award.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of \$ 5,450.00 which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the Town, as Liquidated Damages and not as penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish all required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

otherwise with the undersigned Bidder in this proposal:

Name: Biest Capps Construction

Address: 20 Hunter Hill Rd. Mt Crested Butte CO 81224

Name: _____

Address: _____

If there are no such persons, firms or corporations, please so state in the following space:

Date: _____

The undersigned Bidder proposes to subcontract the following portion of Work:

Name and address of Sub-Contractor	Description of work To be performed	% of Contract
<u>Henny Electrical</u>	<u>electrical</u>	<u>18%</u>
<u>RML</u>	<u>plumbing</u>	<u>14%</u>
<u>Dragon Street Metal</u>	<u>Hvac</u>	<u>20%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges responsibility for ensuring any and all Subcontractors conform and comply with all terms and conditions of the Contract Documents.

The undersigned Bidder acknowledges the right of the Town to reject any and all Bids submitted, accept a Bid other than the lowest, and to waive informalities and irregularities therein in the Town's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Work shall be completed within the Contract Time as Specified in the Special Conditions.

Bidder hereby acknowledges receipt of Addenda Numbers:

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the Town from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the Town.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form, and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.

A

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the Town, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the Town the right to award this Contract on the basis of any possible combination of base bids and alternate(s) (if any) that best suits the Town's needs.

Dated this 27 day of JUNE, 2019

Bidder: Brett Capps Construction, LLC

Address: 20 Hunter Hill Rd Mt Crested Butte CO 81225

Name printed: Brett Capps

Title: owner

If a corporation:

State of incorporation: colorado

Attest: Melissa Geringer

Melissa Geringer
Notary State of CO

MELISSA GERINGER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184032231
MY COMMISSION EXPIRES AUG 13, 2022

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Brett Capps Construction LLC ([Signature]) an individual,
 _____ A partnership, [check] a corporation Incorporated in the State of Colorado)

As Principal, and _____ (incorporated
 in the State of Colorado) as Surety, are held and firmly bound unto the
 Town of Crested Butte, Colorado (hereinafter called "Town") in the penal sum of one hundred
and nine thousand Dollars (\$ 109,000), lawful money of the
 United States, for the payment of which sum we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has
 submitted the accompanying Bid dated September 3rd Oct 25th for

Construction of the **2019 Elevator Shaft Project** (the Project) for the Town and;

WHEREAS, the Town has required as a condition for receiving said Bid that the Principal
 deposit with the Town either a cashier's check, a certified check, or a letter of credit equivalent
 to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond
 for said amount conditioned that in event of a failure to execute the proposed Contract for such
 construction and to provide the required Performance and Payment Bonds and Insurance
 Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the
 Town as Liquidated Damages and not as penalty for the Principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore, on the attached
 prescribed forms presented to the Bidder for signature, enter into a written Contract with the
 Town in accordance with said Bid as accepted, and give Performance and Payment Bonds with
 good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the
 Town, for the faithful performance and the proper fulfillment of said Contract, provide
 Certificates of Insurance as required by said Contract, and provide all other information and
 documentation required by the Contract Documents, then this obligation shall be void and of no
 effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by
 the Town and the Town prevails, the principal and Surety shall pay all costs incurred by the
 Town in such suit, including reasonable attorney's fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Date this 28 day of June, 2019

Principal: Brett Coffey Construction LLC

Address: 20 Hunterhawk Rd Mt Crested, CO 81225

Signed: Brett Coffey

Title: owner (Seal)

Surety: _____

Address: 20 _____

Signed: _____

Title: _____ (Seal)

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power of attorney for the Surety's agent.

END OF BID BOND

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Brett Capps Construction LLC
2. Permanent main office address: 20 Hunter Hill Rd. Mtcrest
CO, 81225
3. When organized: 2013
4. If a corporation, where incorporated: CO
5. How many years have you been engaged in the contracting business under your Present firm or trade name? 6 years
6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) List the location and type of construction, Owner and Engineer for each project with contact persons and phone numbers for the Owner and Engineer of each project:

Trovis Herring Electrical

970-209-4437

Sept - 20th - 25th

\$ ~~15,000~~ 15,000

RML PLUMBING

349 - 1995 \$10,000

Dragon Sheet Metal

349-6231 \$20,00

SEP 15-5 of '30

7. General character of Work performed by your company:

Kraming / Fondation / drywall

8. Have you ever failed to complete any Work awarded to you?

NO

If so, where and why?

9. Have you ever defaulted on a contract?

If so, where and why?

NO

10. Have you ever had any projects terminated by the Town? If so, where and why?

NO

11. List the more important projects recently completed by your company, stating the approximate cost of each, the month and year completed, location and type of construction, Owner and Engineer for each project with the telephone number where each may be contacted. Do not list projects that are listed under item 6. Above:

Phase HOA Lobby Remodel

Randy Jtz 206-819-7851

42 K

May 1 - June 26 2019

Artemis CM

Diane Jtz

206-310 0116

June - June 20th

15 K

tiling of lobby 18,000 SQFT

Walk in Showe

12. List you major equipment available for this contract:

13. Experience in construction Work similar in scope to this Project. If completed in the last 5 years, please provide the same information (names, contacts) as requested for item 11 above:

framing 7,400 SqFT
house E.B. project
Andrew Leone
07-08

Framing Deck in inner
house

Brad wigington 970 903-0166

framing of gable Sheed Roof

town Shop Dale Hoops 970 2090534

14. Background and experience of the principal members of your organization, including officers:

15. Credit available: \$ 50,000

16. Bank reference: x Crested Butte Trust

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town?

Yes

18. Are you licensed as an Excavator, General Contractor, or under any other title? If yes, in what city, county and state?

What class, license and numbers?

19. Do you anticipate subcontracting Work under this Contract? If yes, what percent of total contract price? 52%

List type of work to be subcontracted (list subcontractors I suppliers on a separate sheet

And attach it to this form):

20. Are you involved in any lawsuits and for are any lawsuits pending against you or your firm at this time? -

If yes, DETAIL:

NO

21. What are the limits of your public liability? DETAIL:

1,000,000

What company? ~~Acad~~ CUSTOM CONTRACTORS, insurance LLC

22. What are your company's bonding limitations?

23. Name of proposed Superintendent for this project. Said person shall be required on the project unless agreed upon otherwise in writing by the Town:

x Brett Cropps

24. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town in verification of the recital comprising this Statement of Bidder's Qualifications. The undersigned further agrees that they will not bring suit in a court of law for any information that is furnished to the OWNER in good faith by said parties or persons responding to Town's requests for information concerning Bidder's qualifications.

Dated at this 28 day of June, 2019

Brett Capps
Name of Bidder

By: Brett Capps Construction

Title: owner

State of

Colorado

County of

Gunnison

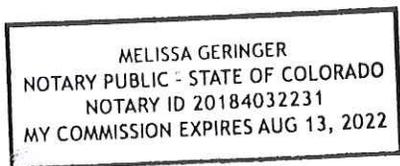
Being duly sworn deposes and says that he or she is of Brett Capps Construction and that (Name of organization) the answers to the foregoing questions and all statements therein contained are complete, true and correct.

Subscribed and sworn to before me this 28th day of June, 2019

Melissa Geringer
Notary Public
Melissa Geringer

My commission expires

8/13/2022





Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: July 15, 2019

Town Manager

- 1) EV Station utilization – Mike McBride from GCEA has sent over a couple graphs depicting charging trends at the Crested Butte Stations. As you can see the station at the 1st and Elk parking lot has seen a significant amount of usage compared to the longer established charging stations at the tennis courts. This may be due to the fact that GCEA began charging for charges at the tennis courts about the time that the station was installed at the 1st and Elk parking lot. July has historically been the busiest month so it will be interesting to see where we are with 2019 sessions in a couple months.

Public Works

- 1) Striping – Striping has been completed in Town. All stop bars, cross walks, striping lanes, STOP, electric vehicle and ADA parking spaces have been installed.
- 2) Update on Kapushion project – Installing concrete curb n gutter and sidewalks at 6th and Teocalli over the next two weeks. Installation of sanitary sewer utilities will begin next week.
- 3) Removal of the track at CBCS will begin the week of July 15th.

Marshals

- 1) Independence Day went off without much of a hitch. Plenty of people in town and enough small issues to keep all of the Marshals busy keeping the town safe but no major issues we couldn't handle. The Chamber did a great job in keeping the 60 plus parade groups moving, the crowds were plentiful, and later that evening officers were able to clear the fireworks traffic off of the Mountain in about 45 minutes.
- 2) The dark forces of phone scammers spoofing local numbers are strong and plentiful. Please don't give these robocallers the time of day much less your personal information. If you don't know specifically who is calling you, never give out your personal information, credit card numbers, social security numbers and the like.
- 3) Lots of people and vehicles in town mixing together. Please add 5-10 minutes to your travel times and find your happy place. The Marshals' Office would like to remind everyone; no road raging, no texting (which caused a three car pileup at Second and Gothic-unheard of in summer), no speeding and no creative parking jobs; simply smile, wave and enjoy your time in Town.

Parks & Rec

- 1) Town Park Playground update - The playground equipment is being installed and the Public Works crew is almost done with the in-kind portion of the project. Items to be completed include finishing

concrete walkways; rubber playground surfacing; installation of basketball hoops, hammocks, swings, spinner, diggers, and bobble rider; engineered wood fiber and sand surfacing, fence installation, landscaping including earth mounds, plantings, trail building, sod, and rock placement; cleanup and prep of the pavilion, sand and fixtures for horseshoe pits, and sod repair in Town Park.

- 2) Hockey Changing Rooms Project Update - The Gunnison County Metropolitan Recreation District awarded the Town \$5,000.00 for this project in their 2019 grant cycle. The Invitation to Bid has been posted with an expected bid award in August.
- 3) Trash - Bear proof containers on Elk and in Parks are emptied daily, and twice a day during large special events. One dumpster a day is being filled with the public's trash. Waste Management is responsible for emptying, repair, and maintenance of the Solar Bellies. Staff has been in touch with Waste Management regarding the frequency of this service. The \$5/bag fee for trash dumped at the four way has had a successful start with most users honoring the payment.
- 4) Rec Programs - Registration for the Ball Bash adult softball tournament is full. Participation is strong in summer programs including softball, baseball, tennis, gymnastics, and tai chi. Fall program registration including soccer, flag football, After School Sports, and gymnastics opens July 15th.

Community Development

- 1) Energy Services Company Selection: A selection committee comprised of Dara MacDonald, Michael Yerman, Shea Earley, Dale Hoots and Mel Yemma is recommending moving forward with developing an Investment Grade Audit contract with Johnson Controls Inc. and will have a contract ready for approval at the August 6th council meeting.

Town Clerk

- 1) No updates

Finance

- 1) No updates

Intergovernmental

Crested Butte is scheduled to host the next Intergovernmental dinner with all of the municipalities and the County in September.

Upcoming Meetings or Events

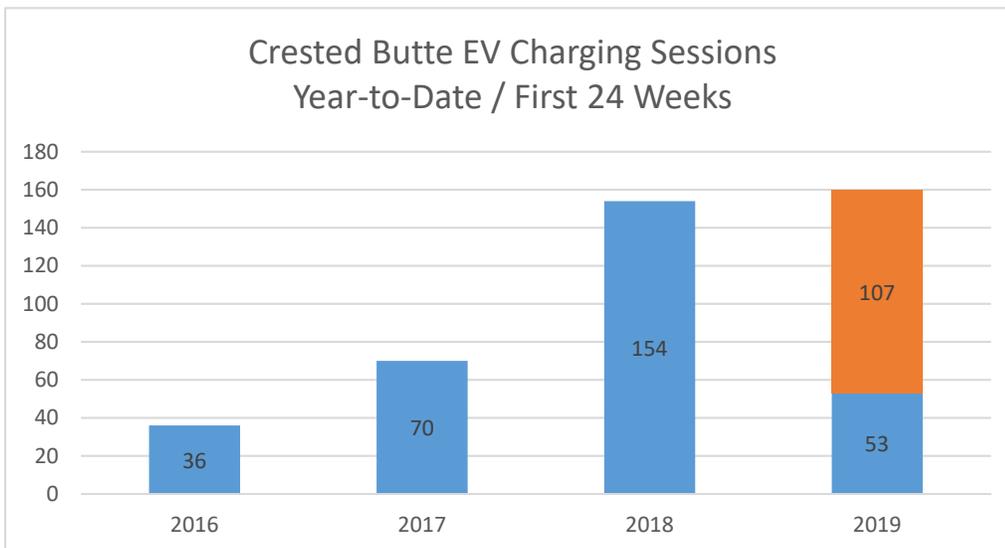
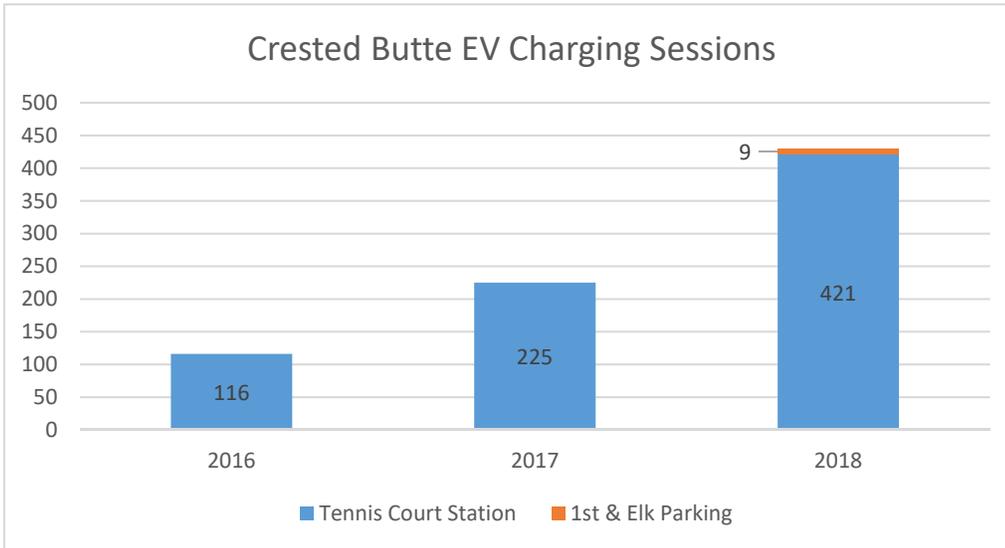
July 17th 2:00 p.m. – EPA Standard Mine update, Council Chambers

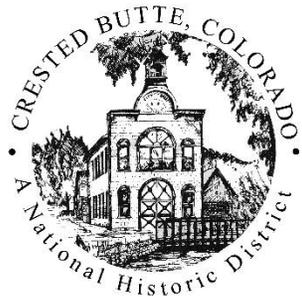
July 18th 5:00 – 7:00 p.m. – GMUG Forest Plan Revision Working Draft public meeting, Fred Field Center, Van Tuyl Rm., Gunnison

August 13th 4:00 – 6:00 p.m. – 2020 Budget work session

September 4th – 5th Park City CityTour 2019, various times and venues

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





To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Subject: **Ordinances 30, Series 2019 Duplex Sale**

Date: July 15, 2019

Background:

On February 8, 2019, the Town in conjunction with the Gunnison Valley Regional Housing Authority conducted a lottery for the sale of 4 duplex units located in Block 79. These units are slated to be finished and ready for the new buyers on July 1, 2019. In the closing process, one of the winners needed to back out for personal reasons. The next alternate Jeff Koether accepted the unit and is under contract to close in mid-August.

Ordinances 30, Series 2019 authorizes the sale of the Unit B of the duplex located on Lot 6 for a sale price of \$275,000 to Jeff Koether. The Ordinances also authorizes the Town Manager and Town Attorney to execute all necessary documents for the sale.

Recommendation:

A Council person make a motion followed by a second to approve Ordinances 30, Series 2019 to sell Jeff Koether an affordable housing duplex unit located at 919 Butte Avenue for a sales price of \$275,000.

ORDINANCE NO. 30

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS PLAT OF JEBEZ TOWNHOUSES LOT 6, BLOCK 79, REPLAT OF BLOCKS 79 AND 80 PARADISE PARK, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO RECEPTION NO. 659963 UNIT B TO JEFF KOETHER FOR THE SALE PRICE OF \$275,000.00

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

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

WHEREAS, the Town Council has directed the Town staff to sell the above-described property to Guy Ciulla for \$275,000.00; and

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

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$275,000.00 plus customary closing costs and fees, the real property legally described as Plat of Jebez Townhouses, Lot 6, Block 79, Replat of Blocks 79 and 80 Paradise Park Subdivision, Town of Crested Butte, Gunnison County, Colorado Reception No. 659963 Unit B to Jeff Koether, for the use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

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

words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

**By: _____
James A. Schmidt, Mayor**

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Memo

July 15, 2019

To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Public Hearing-Ordinance No. 31, Series 2019, Second Reading
Exceptions to the Temporary Demolition Moratorium**

Date: July 15, 2019

PURPOSE. To conduct a public hearing for consideration of amending Ordinance No. 1, Series of 2019 by allowing certain exceptions to the temporary demolition moratorium for certain non-historic structures.

BACKGROUND. In the summer of 2018, the Community Development Department received inquiries concerning the possible demolition of non-historic buildings built outside the Period of Significance (POS), 1880-1952. In reviewing Section 16-2-70 of the Code, staff identified several provisions that could be improved regarding demolition of non-historic structures, and the need in some circumstances for exclusions from historic classification for structures older than fifty (50) years or older. On January 7, 2019, a Temporary Moratorium was approved as Ordinance No. 1, Series of 2019 to provide a “time out” and to allow for research and public input without the Town’s architectural integrity being threatened by additional demolition applications prior to the effective date of the Town’s regulatory revisions.

At a Town Council public work session on June 3, 2019, it was discussed and determined that any proposed Code revisions should focus on the demolition of residential structures within Town; and that the potential demolition of multi-family and commercial structures is less likely to occur at this time. Therefore, Town Council directed staff to investigate whether certain of structures could be exempted from the Moratorium.

PROPOSED AMENDMENT. Attached is Ordinance No. 31, Series of 2019; it amends the current Temporary Demolition Moratorium by exempting certain non-historic structures: multi-family structures with three (3) more units, commercial buildings, demolitions of less than twenty-five percent (25%) of a structure or those structures for which a BOZAR application was deemed complete as of January 7, 2019.

PUBLIC PROCESS. If this amendment is approved, the current Demolition Moratorium with these exceptions will remain in effect until October 8, 2019 unless it is extended, rescinded or new demolition regulations are adopted.

RECOMMENDED ACTION. A Council member make a motion, followed by a second to approve second reading and adoption of Ordinance No. 31, Series of 2019.

ATTACHMENT: Ordinance No. 31, Series of 2019

ORDINANCE NO. 31

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING ORDINANCE NO. 1-2019 TO ADD AN EXCEPTION TO THE TEMPORARY MORATORIUM FOR THE DEMOLITION OF ANY NON-HISTORIC MULTI-FAMILY STRUCTURE OF THREE OR MORE UNITS, ALL NON-HISTORIC COMMERCIAL STRUCTURES, AND THE PARTIAL DEMOLITION OF LESS THAN 25% OF ANY NON-HISTORIC STRUCTURE WITHIN THE TOWN OF CRESTED BUTTE.

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

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

WHEREAS, pursuant to Ordinance No. 1-2019 the Town enacted a temporary moratorium until October 8, 2019 on the demolition and the processing and approval of applications for demolition of any permanent structure sited within the municipal boundaries of the Town of Crested Butte other than as may be necessary to comply with Sec. 7-2-210. - Dangerous and unsafe buildings ("Temporary Moratorium"); and

WHEREAS, the Town has continued to gather public input and analyze appropriate regulatory tools and municipal code amendments to regulate demolition of structures, and through that process, the Town has determined that the Temporary Moratorium should not apply to the demolition of multi-family structures of more than three units, commercial structures or the partial demolition of less than 25% of any structure; and

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

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

Section 1: **Exceptions to the Moratorium.** Section 2 of Ordinance No. 1-2019 is hereby amended as follows:

Section 2: Exceptions to the Moratorium. The temporary moratorium shall not apply to the demolition of non-historic multi-family structures of more than three units, non-historic commercial structures, the partial demolition of less than 25% of any non-historic structure, or any structure for which a BOZAR application was deemed complete as of January 7, 2019.

Section 2: Moratorium to Remain in Effect. The temporary moratorium imposed pursuant to Ordinance No. 1-2019 as amended herein on demolition and the processing and approval of applications for demolition of any permanent structure sited within the municipal boundaries of the Town of Crested Butte other than as may be necessary to comply with Sec. 7-2-210. - Dangerous and unsafe buildings shall continue in effect until October 8, 2019.

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

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

INTRODUCED READ AND SET FOR PUBLIC HEARING TOWN COUNCIL THIS
2ND DAY OF JULY, 2019.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

July 15, 2019

To: Mayor and Town Council

From: Rob Zillioux, Director of Finance and HR

Subject: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, REPEALING RESOLUTION NO. 11 AND SUBMITTING TO THE ELECTORATE OF THE TOWN OF CRESTED BUTTE A QUESTION SEEKING AUTHORITY TO INCREASE TAXES ON THE SALE OF CIGARETTES AND OTHER TOBACCO AND NICOTINE PRODUCTS.

Summary: HB 19-1033 was approved by the Colorado legislature during the past session and signed by Governor Polis. The bill gives authority to local governments to regulate sale to and possession of nicotine products by minors. It further allows counties and municipalities to impose a special sales tax on cigarettes, tobacco and nicotine products following voter approval to be administered by the county or municipality. Revenue generated by the new tax may be allocated to a special fund or general fund.

Previous Council Action: The Council directed at their meeting on June 3rd that they were potentially interested in bringing this item before voters at the November 2019 election. After further discussion during their regular meeting the Council directed on June 17th that staff should prepare a resolution that would allow for bringing this item before voters at the November 5, 2019 election. Council voted to approve Resolution No 11, Series 2019 at their July 2nd Council meeting.

Discussion: Much discussion and debate was had at the July 2nd Town Council meeting as it pertained to “tobacco delivery devices.”

After careful consideration, Staff is now suggesting a revised resolution, and associated ballot language, that would only tax cigarrets, tobacco and nicotine products. The resolution would exempt “delivery devices”, such as pipes, unloaded vape pens and rolling papers, from the ballot language.

Financial Implications: Currently, the Town receives +/- \$10,000 cigarette tax distribution per year from the State. By exempting “delivery devices” staff estimates Crested Butte could collect up to \$150,000 per annum with the proposed \$3 per pack tax and 40% on other tobacco / nicotine products. Including delivery devices would have pushed the tax collections up to an estimated \$200,000.

Recommendation: Staff recommends proceeding with a revised resolution, exempting “delivery devices”, to take a ballot measure to Town citizens during the November election.

Proposed Action: For a Council member to make a motion, followed by a second, to approve Resolution No. 13 Series 2019, submitting to the electorate of the Town of Crested Butte a question seeking authority to increase taxes on the sale of cigarettes and other tobacco and nicotine products.

**RESOLUTION NO.
13
(Series of 2019)**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL REPEALING
RESOLUTION NO. 11 AND SUBMITTING TO THE ELECTORATE OF THE
TOWN OF CRESTED BUTTE A QUESTION SEEKING AUTHORITY TO
INCREASE TAXES ON THE SALE OF CIGARETTES AND OTHER TOBACCO
AND NICOTINE PRODUCTS.**

WHEREAS, the Town of Crested Butte, Colorado (the "Town"), is a duly organized and existing home-rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and its Home Rule Charter of the Town of Crested Butte, Colorado (the "Charter");

WHEREAS, the members of the Town Council of the Town of Crested Butte (the "Council") have been duly elected and qualified;

WHEREAS, the Council hereby finds that tobacco and nicotine addiction is a leading cause of preventable death, that people should be deterred from starting the use of tobacco and nicotine products and encouraged to quit the use of tobacco and nicotine products, and that taxes on the sale of tobacco and nicotine products are effective at preventing and reducing tobacco and nicotine use;

WHEREAS, the Council hereby designates revenues collected through the imposition of this tax would be placed in the General Fund for the purpose of helping fund community health initiatives, public safety and other items as deemed necessary by the Council;

WHEREAS, Section 12.2 of the Town Charter authorizes the Town to levy and collect taxes for municipal purposes, provided, however, that no income tax, sales tax or excise tax may be levied until such tax shall have been approved by majority of the electors voting at a regular or special election;

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires voter approval for any increase in taxes;

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town's electorate on limited election days before action can be taken on such ballot issues;

WHEREAS, November 5, 2019, is one of the election dates at which ballot issues may be submitted to the electorate of the Town pursuant to TABOR;

WHEREAS, the Council hereby determines that it is in the interests of the Town

and its residents to call an election to be held on November 5, 2019, and to submit to the electorate of the Town, at the election, the question of authorizing a tax increase on the sale of tobacco and nicotine products;

WHEREAS, the Gunnison County Clerk and Recorder (the "County Clerk") is conducting a coordinated election pursuant to the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Election Code") on November 5, 2019;

WHEREAS, pursuant to C.R.S. §1-1-102 and C.R.S. §31-10-102.7, the Council may elect to utilize the provisions of the Uniform Election Code in order to participate in the coordinated election on November 5, 2019;

WHEREAS, on July 15, 2019, the Council will pass Resolution # 14, Series of 2019 calling for and establishing a special municipal election on November 5, 2019 and authorizing the Town Clerk to execute an Intergovernmental Agreement with the Gunnison County Clerk and Recorder concerning the November 5, 2019 election.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Uniform Election Code.

Section 3. The following ballot issue, certified in substantially the form set forth below, is hereby referred to the electorate of the Town and shall appear on the ballot of the Town at the November 5, 2019 election with the following ballot title which is set pursuant to C.R.S. §31-1-111:

Tax Increase on the Sale of Tobacco and Nicotine Products.

BALLOT TITLE AND TEXT:

SHALL TOWN TAXES BE INCREASED BY UP TO \$200,000 IN 2020 AND BY SUCH AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER BY THE IMPOSITION OF NEW TAXES AS FOLLOWS:

BEGINNING JANUARY 1, 2020, THERE SHALL BE A NEW TAX OF FIFTEEN CENTS PER CIGARETTE OR THREE DOLLARS PER PACK OF TWENTY CIGARETTES SOLD;

BEGINNING JANUARY 1, 2020, THERE SHALL BE A NEW SALES TAX OF 40% ON THE SALES PRICE OF ALL OTHER TOBACCO PRODUCTS; THE TERMS "CIGARETTES" AND "TOBACCO PRODUCTS" SHALL MEAN "A PRODUCT THAT CONTAINS NICOTINE OR TOBACCO OR IS DERIVED FROM TOBACCO AND IS INTENDED TO BE INGESTED OR INHALED BY OR APPLIED TO THE SKIN OF AN INDIVIDUAL."

THE TAX REVENUES SHALL BE USED FOR THE PURPOSES OF FINANCING HEALTH SERVICES, PUBLIC SAFETY AND OTHER NEEDS AS DEEMED NECESSARY;

AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN AND EXPEND ALL OF THE REVENUES OF SUCH TAXES AND THE EARNINGS THEREON, NOTWITHSTANDING THE LIMITATIONS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election.

Section 5. Pursuant to C.R.S. §1-11-203.5, any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 6. The officers of the Town are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this resolution.

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

Section 8. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 9. The effective date of this resolution shall be immediately upon adoption.

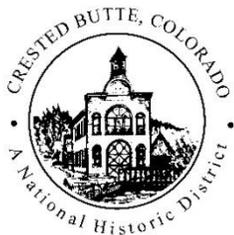
INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS [___] DAY OF [____], 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

July 15, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Open Space/Creative District Coordinator

Thru: Michael Yerman, Director of Community Development

Subject: **Comment Letter to the GMUG Forest Planning Team, Re: Working Draft of the Forest Plan**

Background: The Town of Crested Butte (Town) has been actively engaged as a cooperating agency in the Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forest's Forest Plan Revision effort.

The National Forest Management Act (NFMA) of 1976 requires that Forest Plans be periodically revised. The GMUG's current plan was developed in 1883 with five subsequent amendments (and is the oldest Forest Plan in the United States). New guidance in the Forest Service's 2012 NFMA Planning Rule directs Forest Plans to be science-based and developed with extensive public involvement. The eventual new GMUG Forest Plan will guide the management of our surrounding National Forest lands and the direction of this management will have both direct and indirect effects on the Town, making the Town's participation in the process critical.

Forest Planning has three phases: assessment, planning, and monitoring. The GMUG Forest Plan is currently in the second of three phases: planning.

The Town has engaged so far with the following actions:

- October 16, 2017 – Town Council authorized the mayor to sign a pre-assessment letter to the Forest Service outlining four major issue areas the Town hopes the Forest Service to address in the upcoming revision (recreation infrastructure, protection of local watersheds, historic preservation, and climate change)
- December 4, 2017 – Town Council authorized the Mayor to sign a letter with comments on the draft assessments released by the Forest Service on November 6, 2017
- December 4, 2017 – Town Council authorized the Mayor to sign a Memorandum of Understanding to establish the Town of Crested Butte as a cooperating agency. This letter will be finalized when the Forest Service begins its NEPA process.
- January 22, 2018 – Town Council authorized a letter with detailed comments on assessments as related to air quality and the wilderness inventory.
- April 16, 2018 – Town Council authorized a letter with detailed comments on scoping as related to at-risk species and supporting the Gunnison Public Lands Initiative (GPLI).

October 4, 2018—Town Council authorized a letter with detailed comments on planning as related to the Draft Wilderness Evaluation Report.

March 18, 2019—Town Council authorized a letter with detailed comments on planning as related to the Draft Wild and Scenic Eligibility Report.

May 21, 2019—Town Staff submitted a detail comment letter on the preliminary draft Forest Plan which was provided to only cooperating agencies.

Working Draft of the Forest Plan: On June 17, 2019, the GMUG released the Working Draft of the Forest Plan (Working Draft) and opened an opportunity for public feedback until July 29, 2019. The GMUG forest planning team is asking the public to submit feedback on what direction works in the Working Draft and what needs improvement. While the Working Draft does not provide standing for the objection process, the GMUG states the public input will help inform the draft Forest Plan and help prepare the draft Environmental Impact Statement.

The full Working Draft can be viewed at this link:

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd640303.pdf

An interactive story map and other useful resources can be viewed at this link:

<https://www.fs.usda.gov/detail/gmug/landmanagement/planning/?cid=fseprd638482>

After thoroughly reviewing and discussing the Working Draft with other local organizations involved in this process including High Country Conservation Advocates, staff recommends submitting the attached comment letter to the GMUG forest planning team, particularly pertaining to the following aspects of the Working Draft, as these plan components are directly related to the interests of the Town and build upon the themes that the Town has commented in throughout this process:

- (1) Overall Management Direction
- (2) Recreation Infrastructure and Management
- (3) Land Designations and the Gunnison Public Lands Initiative
- (4) Climate Change
- (5) Watershed Health
- (6) Wildlife

Staff believes that this is a great opportunity to provide specific feedback and recommendations on the components of the Working Draft that the Town has a direct interest in and encourages the Council to approve signing the attached letter supporting certain aspects of the Working Draft and advocating for change or revision of other important plan components.

Staff Recommendation: Town Staff recommends that the Council make a motion, followed by a second, to authorize the Mayor to sign the attached comment letter on the GMUG's Forest Plan Revision: Working Draft of the Forest Plan.

Grand Mesa, Uncompahgre, and Gunnison National Forests
 Attn: Forest Plan Revision Team
 2250 South Main Street
 Delta, CO 81416

Submitted via email: gmugforestplan@fs.fed.us

July 15, 2019

Dear Sam Staley and the GMUG Forest Planning Team,

Thank you for encouraging public input and providing such helpful resources and webinars on the Working Draft of the Forest Plan (Working Draft). The Town of Crested Butte (Town) appreciates your outreach efforts and the value that you place on input from cooperators and our community.

The Town and our citizens have several direct interests in our surrounding National Forest lands, from our watershed and drinking water supply, to being neighbors with the National Forest where many of the Town's conservation easements on open space and trails are located. Our Town's wellbeing and economy are dependent on the health of our backyard, including the vast outdoor recreation opportunities and natural resources that the surrounding Gunnison National Forest provides. After thoroughly reviewing the Working Draft, we hope that you will consider our feedback on the following aspects:

Overall Management Direction: Direction, both forest-wide and for Management Areas, is one of the most important parts of a forest plan. The Working Draft contains some good aspects, but overall there is significant room for improvement to ensure that implementation achieves the plan's goals. Generally speaking, the Working Draft provides very weak, and in some cases non-existent, direction for protection of important resources. There is a dearth of mandatory standards and/or guidelines to ensure that desired conditions are achieved. While the Town understands the desire of the Forest Service to retain flexibility, this does not mean that the plan cannot contain sideboards. The Working Draft does not provide sufficient plan components for protecting these important natural resources. The Town requests that additional standards and mandatory components be added, including but not limited to those we raise in this comment letter below.

Recreation Infrastructure and Management: The Town is appreciative of the GMUG's efforts to address the issue of unacceptable ecological impacts resulting from recreation use and unsustainably high use levels (as expressed in STND-REC-06). Similar to what we commented on at the beginning of this planning process, the Town has continued to witness many impacts of increased recreation in the northern end of the Gunnison Valley on our public lands. The Town appreciates the emphasis in the Working Draft on the forest-wide direction to plan for recreation's increasing role in the region, and we are supportive of the following proposed standards and objectives in the Working Draft:

FW-STND-REC-06: "Designate or otherwise manage (i.e., harden for more long-term, concentrated use; temporarily close and rehabilitate; institute a permit system; prohibit camping via closure, etc.) dispersed campsites when use levels result in unacceptable ecological impacts."

FW-STND-REC-07: "Institute responsive management actions in day-use areas when unacceptable ecological impacts and/or unsustainable use levels occur."

MA-OBJ-HIREC-02: “Within 5 years of plan approval, accomplish management actions in at least 10 noticeably degraded dispersed recreation areas (rated as an Overall Impact Rating of 6 to 8 using the National Minimum Recreation Site Monitoring Protocol), as detailed in Recreation FW-STND-REC-06. The standard REC-06 will be applied to determine when thresholds have been reached and more active management is needed. Priority areas include: Crested Butte, Taylor Park, and existing campsites within the riparian management zone.”

The Town is additionally supportive of the inclusion of specific areas near Crested Butte as a “High-Use Recreation Emphasis Areas” and we appreciate that the GMUG is attempting to address the issue of recreation resource damage. However, there are no standards included for this management area, so it is unclear whether the desired conditions will be met. The Town would like to ask that you continue to engage in discussions with all neighboring land managers, municipalities, user groups, and other relevant stakeholders about enhanced recreation management, as the Gunnison Ranger District is currently doing with the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. We ask that when it comes to planning for the “High-Use Recreation Emphasis Area” that the management actions and guidelines reached take into account all possible impacts on our Town’s citizens, neighbors and visitors; and consider local, collaborative solutions for certain recreation management approaches. The Town has enjoyed working with the federal agencies on finding local solutions when it comes to recreation management on trails, rivers, and open space parcels that we manage. Overall, the Town would like to continue to stay apprised and be engaged in discussions on any enhanced recreation management occurring in the north end of the Gunnison Valley.

Land Designations and the Gunnison Public Lands Initiative: The Town recently wrote a letter of support for the CORE Act and appreciates the inclusion of eligible wilderness areas as a component of that proposal in the San Juan region. However, we are disappointed that no other areas are recommended for wilderness designation and that the Draft Plan does not contain any acknowledgement of recommended land management areas from the Gunnison Public Lands Initiative (GPLI). The Town has consistently supported the recommendations made by the GPLI in our Forest Plan comments. The GPLI is a collaborative, community-driven, science-based process. Because it includes ten diverse stakeholders, we believe that the GPLI revised proposal strikes a balance between recreational, ecological, and economic values while achieving broad support from our local community. This community-driven effort has resulted in specific wilderness and special management area recommendations which unfortunately are not reflected in the Working Draft. Town is incredibly supportive of local stakeholder discussions and initiatives as they represent our diverse community needs. Please incorporate GPLI’s wilderness and special management area recommendations into the revised Plan to the greatest possible extent.

As far as other special land designations, the Town requests further information about Special Interest Areas (SIAs), specifically for the Mt. Emmons Iron Fen SIA and for the new Gunnison Research SIA. The Working Draft contains no information about the different SIAs, nor does it contain standards or guidelines for protecting the values for which the areas are proposed to be designated. Please include specific standards and guidelines for protecting the values for which this and other SIAs are proposed to be designated. Lastly, the Town is supportive of MA-STND-RNA-04: “To protect the Gothic Natural Area, camping and off-route travel is prohibited within the RNA.” The Rocky Mountain Biological Laboratory (RMBL) in Gothic attracts one of the largest annual migrations of field scientists to the Crested Butte region and the Town is supportive of protecting this critical area in Gothic that provides RMBL with crucial data about our local ecosystems.

Climate Change: As a mountain town dependent on snowpack, the Town has a direct interest in climate change. Our Town Council recently set a 5-year goal of significantly reducing our Greenhouse Gas Emissions and is focusing on the impacts of climate change as one of our highest priorities. Climate change

must be incorporated as a higher priority in the revised Plan. For example, Plans must provide for ecological sustainability by “including plan components to maintain or restore structure, function, composition, and connectivity, taking into account . . . [s]ystem drivers, including . . . climate change” (36 CFR 219.8(a)(1)(iv)). Climate change is also incorporated into the concept of multiple use, and must be considered in developing plan components for integrated resource management (36 CFR 219.10(a)(8)). Climate change direction is lacking in the Working Draft. The Town reiterates the importance of this issue and asks that direction for both avoiding and responding to climate change be incorporated.

Timber: While the Town understands that the GMUG is a multiple use forest and the forest health benefits that sustainable timber production provides, we have significant concerns about the impacts on watershed health, recreation, wildlife, and other resources that are essential to the Town that will arise from an increase in the acreage of lands available for timber production. Intact forests are immensely beneficial. Forest ecosystems provide fresh clean water and air, habitat for wildlife, forage for livestock grazing, and a multitude of recreational and research opportunities. Emphasizing commercial timber production at the expense of these resources is at odds with the Town’s expectations for management of the surrounding National Forest lands, and contradicts the Multiple Use and Sustained Yield Act requirement to balance the development of timber with protection of water, recreation, wildlife and other resources.

The Town is also concerned that areas likely to be economically infeasible to harvest are included in the suitable timber base. The National Forest Management Act requires the USFS to consider economic factors in determining the suitability of lands for timber production. If land is unlikely to be harvestable during the foreseeable future because it is “un-economical to harvest due to low volume per acre or long haul distance” (Working Plan pg. 175), it should not be suitable for timber production. We are also concerned that land likely to be inoperable due to slopes of 40 percent or greater will be considered suitable. It is very doubtful that such areas could be cut commercially and not violate NFMA’s provision of assurance that harvest can be conducted “without causing irreversible damage to soil, slope, or other watershed conditions” (16 U.S.C. 1604 and 36 CFR 219.11(a)(1)(iv)). Distorting the timber suitability determination would lead to an unsustainable timber program that would impact the other critical forest values.

STND-TMBR-02, which states that clear-cuts in aspen stands could be 100 acres, is also problematic. Crested Butte is surrounded by some of the most iconic aspen forests in the world, attracting locals and visitors alike, and providing outstanding wildlife habitat and recreation opportunities. Generally, the Planning Rule limits clear-cuts in Colorado national forests to 40 acres. Under 36 CFR 219.11(d)(4), exceptions are allowed, but they must meet the following criteria: “Plan standards may allow for openings larger than those specified in paragraph (d)(4) of this section to be cut in one harvest operation where the responsible official determines that larger harvest openings are necessary to help achieve desired ecological conditions in the plan area. If so, standards for exceptions shall include the particular conditions under which the larger size is permitted and must set a maximum size permitted under those conditions” (Id. at (d)(4)(i)). The Working Draft standard with the exception allowing 100-acre clear-cuts in aspen stands does not state “the particular conditions under which the larger size is permitted” nor does it say what desired condition(s) the large openings would help achieve. Openings larger than 40 acres should be a rare exception, if not prohibited,

Watershed Health: As we mentioned in our original comments at the start of this process, the ongoing protection of Coal Creek and the Slate River is a high priority for the Town, as both of these rivers serve the Town’s municipal drinking water system. Large areas are subject to the Town's watershed protection ordinance which is designed to protect the Town's municipal water system. We understand that Colorado is

trending towards a future with less water and more people, and the health and supply of our watershed is critical to the Town's very existence.

The Town agrees with the Working Draft watershed condition, which is to maintain or improve the integrity of public water supplies. We also support the designation of the Oh-Be-Joyful/Slate River watershed as a priority watershed ((36 CFR 219.7(f)(1)(i)).

The Working Draft initially proposes to establish conservation watershed networks to protect watersheds and sensitive species like trout and boreal toad, but provides no detail on how these networks would be applied and maintained. The Town supports conservation watershed networks, which have “high-quality habitat and functionally intact ecosystems that contribute to and enhance conservation and recovery of specific target species” (DC-SPEC-55). However, without more plan components, especially standards, it is hard to see how such networks will be maintained to achieve this desired condition. Standards, i.e., mandatory constraints on management actions and/or required actions to protect resources, will especially be needed to ensure these networks are maintained. Objectives and guidelines would also likely be helpful in this regard.

Lastly, the Town asks that the following aspects of Riparian Management Zones (RMZs) be amended in the revised Plan:

STND-RMGD-09: “To maintain stream thermal cover and prevent windthrow within the riparian management zone, clear-cut harvest shall not occur in riparian management zones.” The Town requests that additional restrictions be imposed on logging in RMZs to protect this critical watershed resource.

GDL-RMGD-10: “To reduce the likelihood of sediment input to streams and reduce adverse effects to stream channels and riparian areas, new sand and gravel pit extraction, and/or placer mining/extraction, should be located outside of the riparian management zone.” The Town asks that this be revised to be a standard rather than a guideline. Mines should never be located in RMZs.

GDL-RMGD-12: “To minimize effects to aquatic resources, refueling activities, equipment maintenance, and storage of fuels and other toxicants should be located outside of riparian management zones.” The Town asks that this be revised to a standard. Storage of fuels and other toxic chemicals, and refueling and maintenance of equipment, should never occur in RMZs.

GDL-RMGD-15: “To maintain ecological integrity and support native species (including at-risk species), design projects to avoid ditching, damming, dewatering, or flooding of fens and wetlands.” The Town asks that this be revised to a standard.

Wildlife: Ensuring that diverse wildlife species and habitats thrive into the future on our surrounding National Forest lands is an extremely important goal for forest management. The Town is generally supportive of the concept of a Wildlife Management Area (MA3.2), especially one that has “[l]arge blocks of diverse habitat [that] are relatively undisturbed by routes” and one where “[h]abitat connectivity is maintained or improved as fragmentation by routes is reduced” (MA-DC-WLDF-01). However, the aspirations for protecting wildlife may never be achieved due to the lack of plan components. The one component under the MA besides the above-quoted desired condition would not reduce fragmentation nor increase connectivity. STND-WDLF-02 would only prevent new routes if a route density of one mile per square mile was exceeded. Thus, while the Town agrees with a management area that protects wildlife habitat, the lack of details (only one desired condition and one standard for the entire area), call into question how well wildlife would actually be protected.

MA-STND-WLDF-02 states, “[t]o provide security habitat for wildlife species by minimizing impacts associated with roads and trails, there shall be no net gain in system routes, both motorized and non-motorized, where areas are already in exceedance of the 1 mile per square mile limit as calculated within this management area boundary. Within the Flattops Wildlife Management Area on the Gunnison Ranger District, there shall be no new trail development. Exception: this does not apply to administrative routes.” To truly protect wildlife, a much lower route density standard will be needed. We request that the standard require that existing densities, where below whatever density standard is adopted, not be increased. As it reads now, it would allow all areas within this management area to have a route density of one mile per square mile.

Also, in regards to protecting big game species, the Town requests that GDL-SPEC-17 be made a standard instead of a guideline. GDL-SPEC-17 appropriately places restrictions on activities in big game production areas and winter ranges.

Lastly, the Plan creates Management Area 3.1, which integrates the Colorado Roadless Rule’s direction into the Working Draft. However, there is only one desired condition and no standards. It is not clear how well almost 197,000 acres of Roadless lands will be protected under the Wildlife Management Area designation where the two overlap. The Town requests that more plan components be identified for the Wildlife Management Area to ensure Roadless lands are protected, as required by the Colorado Roadless Rule.

Overall, we hope that you value this feedback on behalf of the Town of Crested Butte. As a cooperating agency, the Town appreciates the opportunity to provide these comments and feedback on the Working Draft. Thank you again for your outreach and helpful tools to understand the Working Draft and for providing us with the opportunity to comment. We are looking forward to continuing to be engaged in this important process for our community.

Sincerely,

James A. Schmidt
Mayor



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Ordinance 29, Series 2019- 2nd Transfer of Block 78 Lot 6 and Block 79 Lots 4, 10, and 11 to Bywater for the construction of affordable housing**

Date: July 11, 2019

Background:

Per the contract with Bywater, LLC (Developer) the Town is transferring the lots in Phase 2 to allow the Developer to proceed with digging foundations. The Town has broken the transfer of land into 2 phases to help protect the Town's interests in the event of default and to insure adequate market demand for the units. After marketing Phase 2 to the business community, this phase has sold out and the staff is recommending moving forward with an additional 10 units of affordable housing for the community.

Recommendation:

A Council person make a motion followed by a second to set Ordinance 29, Series 2019 to a public hearing on August 6, 2019.

ORDINANCE NO. 29

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TRANSFER OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 6, BLOCK 78 AND LOTS 4, 10, and 11 BLOCK 79, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO BYWATER, LLC FOR THE CONSTRUCTION OF AFFORDABLE HOUSING

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

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

WHEREAS, the Town Council entered into a Contract with Bywater, LLC for the construction of affordable housing to be sold to Qualified Applicants as defined in the Town of Crested Butte Affordable Housing Guidelines in 2019 and 2020 in Paradise Park; and

WHEREAS, per the contract the Town will transfer land to Bywater in two Phases with Lot 6, Block 78 and Lots 4, 10, and 11 Block 79 being the second phase; and

WHEREAS, the Lots being transferred to Bywater, LLC are encumbered by a Master Deed Restriction Reception No. 659099 to ensure the housing created will house the Town’s citizens; and

WHEREAS, the Town Council has directed the Town staff to transfer the above-described property to Bywater, LLC; and

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

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the transfer by the Town, for the construction of affordable housing, the real property legally described as Lot 6, Block 78 and Lots 4, 10, and 11 Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Bywater, LLC, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the transfer of the above-described real property out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

July 15, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. X, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 808 9th Unit 1 (Town Owned Building) to Chris Wiig, a Town employee.

Summary: 808 9th St. Unit 1 is a small one-bedroom unit that has been rented to Town employees. This unit is part of a triplex located adjacent to the Community School and Tommy V ball park. The current occupant will be moving into another Town owned rental unit. Staff recommends entering into a new lease with Chris Wiig.

Discussion: The 808 9th St. Unit 1 unit is approximately 700 sq. ft., with one bedroom and one bathroom. Current monthly rent is \$510. Town has performed maintenance on the building. Lessee pays for electricity. Town pays for gas, water, sewer, and weekly refuse collection. Lessee also pays all charges for telephone, internet, television and other such services. The monthly lease rate proposed is as follows:

2019 \$515

The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$10 per month.

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 Chris Wiig.

Proposed Motion: Motion and a second to set Ordinance No. X, Series 2019 to public hearing at the August 5th Council meeting.

ORDINANCE NO. 32

SERIES NO. 2019

An Ordinance of the Crested Butte Town Council Approving the Lease of 808 9th St Unit 1 (A Town Owned Building) to Chris Wiig.

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

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

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

WHEREAS, the Town Council and Chris Wiig wish to enter into Lease attached hereto as Exhibit A; and

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

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

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

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND RADING IN PUBLIC HEARING THIS _____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

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 Chris Wiig, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of August, 2019, for a period of one year, ending on the 31st day of July, 2020 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

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

808 9th St Unit 1, Crested Butte, Colorado (a one bedroom residential dwelling that is a Town owned property)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$510.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.

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

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee’s employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
 - a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon

and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.

- b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
- c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
- d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
- e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
- f. Lessee understands and agrees that the leased premise is a part of a triplex building, the adjacent portion of which is a similar rental unit occupied by an employee of the Town. Lessee agrees that the tenant(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent Lease-holder.

6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.

9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$250.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$250.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.
13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party.

If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.

16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.
19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

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

LESSEE: Chris Wiig
 Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any

action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.

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

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

TOWN OF CRESTED BUTTE, COLORADO

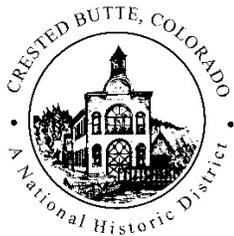
By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Chris Wiig



Staff Report

July 15, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: Ordinance No. 33, Series 2019: An Ordinance of the Crested Butte Town Council authorizing the release of trail easement and bridge easement upon lot 6 of the McCormick Ranch in exchange for a replacement trail easement across lot 6

Background: In May 2019, David Leinsdorf, on behalf of Jeff R. Serra, whose limited liability company owns Lot 6 of McCormick Ranch, requested to execute a new easement agreement with the Town of Crested Butte by which the Town would abandon the recreation trail easement depicted on McCormick Ranch plat in exchange for a new easement describing the recreation trail easement in its actual location.

On the original McCormick Ranch Lot 6 plat, there is easement for the Town recreation path and bridge across the Slate River. However, neither the bridge nor the recreation trail were constructed in this location on Lot 6, rather the bridge was constructed on the Verzuh Ranch property. The new easement legally describes the actual portion of the trail as it exists today.

Ordinance No. 33, Series 2019 would terminate the original trail easement and bridge easement as shown on the McCormick Ranch lot 6 in exchange for a new easement describing the recreation trail easement in its actual location.

Recommendation: Staff recommends that the Council make a motion, followed by a second, to approve first reading of Ordinance No. 33, Series 2019 and set the public hearing date for August 6, 2019.

ORDINANCE NO. 33

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE RELEASE OF TRAIL EASEMENT AND BRIDGE EASEMENT UPON LOT 6 OF THE McCORMICK RANCH IN EXCHANGE FOR A REPLACEMENT TRAIL EASEMENT ACROSS LOT 6

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

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

WHEREAS, the Town owns an interest in a 15’ Wide Public Trail Easement for Pedestrian, Equestrian, Bicycling and Nordic Ski Purposes (“Trail Easement”) and a Public Easement for Bridge Construction and Maintenance (“Bridge Easement”) on Lot 6 of the McCormick Ranch according to the McCormick Ranch Plat recorded August 18, 2000, at reception No. 504295 of the Gunnison County Clerk and Recorder;

WHEREAS, the public recreational trail that actually crosses Lot 6 is not located within the Trail Easement shown on the McCormick Ranch Plat;

WHEREAS, the Bridge Easement on Lot 6 has never been used because the bridge was constructed upon the Verzuh Ranch Open Space located to the west of Lot 6, and the Bridge Easement is no longer necessary;

WHEREAS, the owner of Lot 6, MR Land LLC and the Town have agreed to enter into a new Easement Agreement that grants the Town a new 15’ Wide Public Trail Easement for Pedestrian, Equestrian, Bicycling and Nordic Ski Purposes across Lot 6 in the location where the public recreational trail actually crosses Lot 6, and in exchange the Town will agree to release the Trail Easement and the Bridge Easement on Lot 6 per the McCormick Ranch Plat;

WHEREAS, a copy of the new Easement Agreement between the Town and MR Land LLC is attached as **Exhibit A**; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the existing Trail Easement and Bridge Easement upon Lot 6 in exchange for the new Easement Agreement attached as **Exhibit A**, as set forth below.

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

Section 1. Authorization to Release Town-owned Trail Easement and Bridge Easement. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the

State of Colorado, hereby authorizes the Town to release the Trail Easement and the Bridge Easement on Lot 6 of the McCormick Ranch according to the McCormick Ranch Plat recorded August 18, 2000, at reception No. 504295 of the Gunnison County Clerk and Recorder, and to enter into the new Easement Agreement attached as **Exhibit A**.

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the release of the Trail Easement and the Bridge Easement, and to enter into the new Easement Agreement with MR Land, LLC for the new 15' Wide Public Trail Easement for Pedestrian, Equestrian, Bicycling and Nordic Ski Purposes across Lot 6 in the location where the public recreational trail actually crosses Lot 6, following approval thereof by the Town Attorney.

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

EASEMENT AGREEMENT

This Easement Agreement, dated the ____ day of _____, 2019, is by and between MR Land LLC, a Texas limited liability company, whose address is 835 W. 6th Street, #1400, Austin, TX 78703 (“MR Land”), and the Town of Crested Butte, a Colorado home rule municipality, whose address is P. O. Box 39, Crested Butte, Colorado 81224 (“Town”).

1. Facts and Purposes. The following facts and purposes apply to this Easement Agreement:

1.1. The Plat of the McCormick Ranch recorded August 18, 2000 as Reception No. 504295 in the office of the Gunnison County Clerk and Recorder (“Plat”) granted Town a “15’ WIDE PUBLIC TRAIL EASEMENT FOR PEDESTRIAN, EQUESTRIAN, BICYCLING AND NORDIC SKI PURPOSES” (“Trail Easement”) and a “PUBLIC EASEMENT FOR BRIDGE CONSTRUCTION AND MAINTENANCE” (“Bridge Easement”) on Lot 6 of The McCormick Ranch, as shown on the Plat (“Lot 6”).

1.2 MR Land owns Lot 6.

1.3 The trail is not located in the Trail Easement and the bridge is not located in the Bridge Easement.

1.4 The purpose of this Easement Agreement is to terminate the Trail Easement and the Bridge Easement and to grant a new easement for a public trail in the actual location of the trail.

Now, therefore, in consideration of the foregoing facts and purposes and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MR Land and Town hereby agree as follows:

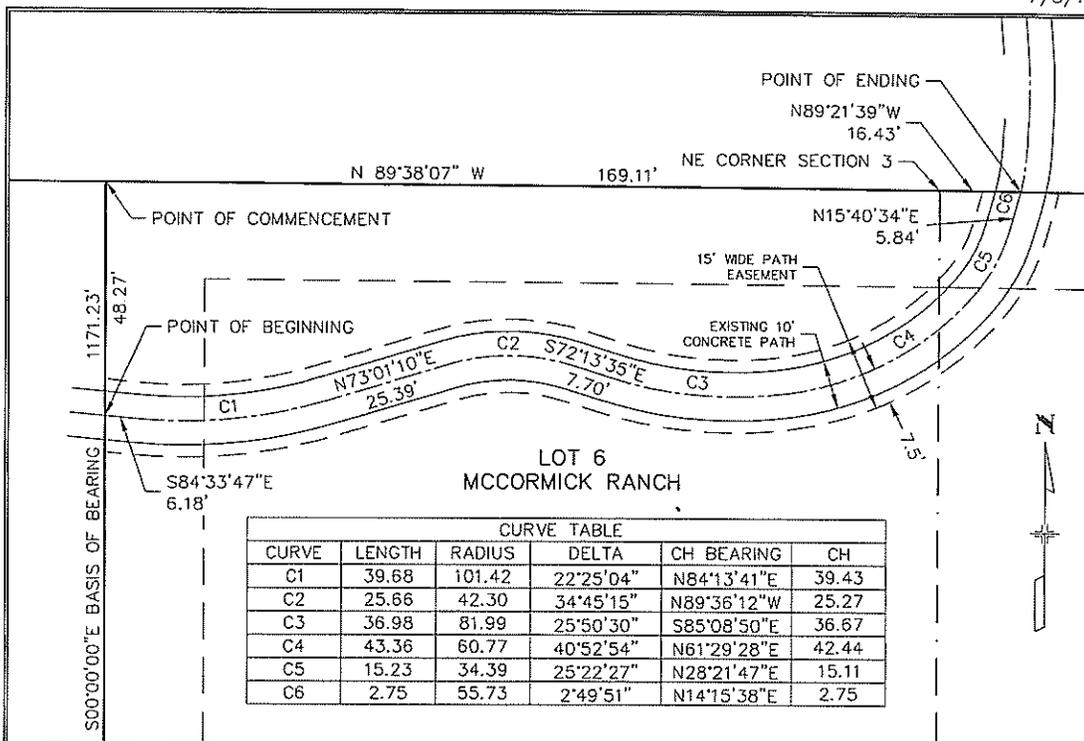
2. Termination of Trail Easement and Bridge Easement. The Trail Easement and the Bridge Easement as shown on the Plat are hereby terminated and declared to be null and void.

3. Grant of New Trail Easement. MR Land hereby grants to Town a 15’ wide public trail easement for pedestrian, equestrian, bicycling and Nordic ski purposes across Lot 6 over the 15’ WIDE PATH EASEMENT, as depicted on attached **Exhibit A**.

4. Binding Agreement. This Easement Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and

EXHIBIT A

7/8/19



DESCRIPTION

An easement being located in the NW corner of Lot 6, McCormick Ranch and within the NW1/4 NW1/4 Section 2, NE1/4 NE1/4 Section 3, Township 86 West, Range 14 South of the 6th Principal Meridian, County of Gunnison, State of Colorado, being described as follows:

Commencing at a the NW corner of McCormick Ranch; thence S00°00'00"E along the west line of McCormick ranch a distance of 48.27 feet to the POINT OF BEGINNING; thence along the center line of an existing concrete path the following 9 courses: 1) S84°33'47"E a distance of 6.18 feet to a point of curve; 2) 39.68 feet along said curve to the left, said curve has a central angle of 22°25'04", a radius of 101.42 feet and a chord of N84°13'41"E a distance of 39.43 feet; 3) N73°01'10"E a distance of 25.39 feet to a point of curve; 4) 25.66 feet along said curve to the right, said curve has a central angle of 34°45'15", a radius of 42.30 feet and a chord of S89°36'12"E a distance of 25.27 feet; 5) S72°13'35"E a distance of 7.70 feet to a point of curve; 6) 36.98 feet along said curve to the left, said curve has a central angle of 25°50'30", a radius of 81.99 feet and a chord of S85°08'50"E a distance of 36.67 feet to a point of compound curve to the left; 7) 43.36 feet along said curve, said curve having a central angle of 40°52'54", a radius of 60.77 feet and a chord of N61°29'28"E a distance of 42.44 feet to a point of compound curve to the left; 8) 15.23 feet along said curve, said curve having a central angle of 25°22'27", a radius of 34.39 feet and a chord of N28°21'47"E a distance of 15.11 feet; 9) N15°40'34"E a distance of 5.84 feet to a point of curve; thence 2.75 feet along said curve to the left, said curve has a central angle of 02°49'51", a radius of 55.73 feet and a chord of N14°15'38"E a distance of 2.75 feet to a point on the north line of McCormick Ranch and the POINT OF ENDING from which the NW corner of McCormick Ranch is N89°21'39"W a distance of 16.43 feet; thence N89°38'07"W a distance of 169.11 feet.

BASIS OF BEARING: S00°00'00"E between found monuments (LS No. 33647) located at the NW corner and the SW corner of Lot 6.



NCW & Associates, Inc.

P.O. Box 3688
 Crested Butte, Colorado 81224
 Tel. (970) 349-6384

BY:
 NORMAN C. WHITEHEAD
 REGISTERED LAND SURVEYOR
 COLORADO NO. 27739



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara Mac Donald, Town Manger

Subject: **Resolution 12, Series 2019 Adding Section 8 to Town Affordable Housing Guidelines for Employer Rentals Units and Phase 2 Update**

Date: July 15, 2019

Background:

This item was continued from the July 2, 2019 Council meeting to allow additional review time for the business community to comment. Any comments received will be presented to the Town Council on July 15th.

The Town and Gunnison Valley Regional Housing Authority (GVRHA) began accepting applications on March 21st for the first 15 units (Phase 1) located on Block 76. This lottery was held on June 20th with 21 applicants for the 15 available units. The Town anticipated at least 40 applicants, however, only 21 applicants applied for the 15 units. Due to the lack of applicants, the staff recommended the delay of the construction of the 10 units in Phase 2 for homeownership.

However, at the June 3rd meeting the Council authorized Bywater and the Town staff to gauge the interest of the business community on purchasing the units for rentals for their employees. Bywater was instructed that only units reserved by local businesses by the July 2nd Council meeting would be constructed in Phase 2. The financial risk for building Phase 2 units without buyer reservations was determined to be too big of a risk to proceed without financial assurance the units would be sold and occupied once constructed.

On Tuesday June 11th an open house was held from 4-7pm sponsored by the Chamber and Bywater to market and talk to local businesses about this opportunity. There were two stories covering the opportunity for businesses in the CB News before and after the event as well as an advertisement in the paper. After this meeting, 10% deposit were made by interested businesses to reserve a unit. As of today 9 of the 10 Phase 2 units have deposits on them. The remaining 1-bedroom unit remains available. At this time, 3 other businesses have expressed interest but only 1 has indicated they have the financial capacity to acquire a unit if one becomes available. Therefore, the Town staff is not recommending a lottery be held at this time. In lieu of a lottery, if a unit becomes available the staff is recommending a waiting list be started. Businesses on the waiting list will have an opportunity to

purchase if any units become available in the Phase 1 lottery or if a business owner decides to back out of the purchase.

Summary of New Guidelines:

The Town adopted the Affordable Housing Guidelines in 2016. Since these business rentals were not originally contemplated at the time of the adoption of the guidelines, additional regulations need to be added to Part III Purchasing Affordable Housing. The attached Section 8 Regulations for Employer Rental Units, sets the terms for eligibility of qualified renters and regulates the sale, occupancy, compliance, and resale regulations for these units.

There are several safeguards that will ensure these units are being occupied by qualified renters. The approach of the guidelines is “trust but verify” and ensure the ramifications are such that if the guidelines or deed restriction are violated the business will have 30 days to come into compliance or be forced to sell. The long-term affordability of the units is also protected with a max sales price appreciation cap.

Recommendation:

A Council member make a motion followed by a second to approve Resolution 12, Series 2019 amending the Town of Crested Butte Affordable Housing Guidelines adding Section 8 Regulations for Employer Rental Units.

**RESOLUTION
NO.12**

SERIES 2019

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING TOWN OF CRESTED BUTTE AFFORDABLE
HOUSING GUIDELINES ADDING SECTION 8 REGULATIONS
FOR EMPLOYER RENTALS UNITS TO PART III PURCHASING
AFFORDABLE HOUSING**

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 Article XX of the Colorado Constitution 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, including, without limitation, requirements for affordable housing; and

WHEREAS, the Town Council has and continues to implement strategies for the development of affordable housing for lower income families and employees; and

WHEREAS, the provision of affordable housing is critical to the Town, local employers and the health of the community; and

WHEREAS, the Town Council adopted Resolution 2, Series 2016 adopting new Town-wide affordable housing guidelines; and

WHEREAS, the Town Council has determined that additional regulations for employer rentals are necessary and appropriate to implement rental opportunities for employees of the Gunnison Valley; and

WHEREAS, the Town Council finds that new Town-wide affordable housing guidelines are in the best interests of the health, safety and welfare of the residents and visitors of the Crested Butte.

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 amending Part III Purchasing Affordable Housing by adding Section 8 Regulations for Employer Rentals attached hereto as **Exhibit "A"** are in the best interest of fostering the development of affordable housing rentals in Crested Butte and therefore in the best interest of the health, safety and welfare of the Town and the residents and visitors of the Crested Butte.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 2nd DAY OF JULY, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

By: _____

Lynelle Stanford, Town Clerk

EXHIBIT "A"
(Part III Purchasing Affordable
Housing Section 8 Regulations for
Employer Rentals)
[attach here]

SECTION 8 REGULATIONS FOR EMPLOYER RENTAL UNITS

Town Council has approved the ability of Gunnison County Employers to purchase certain deed restricted housing for use as employee rental housing. These units are to be occupied by employees of the Gunnison County Employer who owns the unit, or other employees working in the Gunnison Valley. In the event of a discrepancy between the Guidelines and the Master Deed Restriction Reception No. 659099, the Master Deed Restriction shall supersede. Initial sales of units shall be offered at the Town Council's sole discretion and Gunnison County Employers shall meet the standards contained in these guidelines.

NOTE: A business, non-profit, or individual purchasing these units must sign the deed restriction acknowledgement and ensure that qualified renters occupy the unit at all times in accordance to the occupancy restrictions contain in these guidelines.

Qualified Gunnison County Employer Buyers

1. Gunnison County Employer is defined as: A business whose business address is located within Gunnison County, employs persons within Gunnison County, employees perform work in Gunnison County, and/or whose business taxes are paid in Gunnison County.

Qualified Occupants

1. Qualified renters must make 80% of their income in Gunnison County and work a minimum of 30 hours a week.
2. Leases to qualified renters must be a "long-term rental" as defined by the Town Code as amended, which includes a minimum of 6 months lease term.
3. Qualified renters working for the owner of the business should have first priority on renting the unit.
4. In the event that the business does not have an employee as a qualified renter, the unit may be leased to another qualified renter making less than 200% AMI.
5. A Qualified Renter may not own any developed residential property in Gunnison County.
6. A Business Owner owning more than 25% of the business interests in the entity holding title may not occupy the unit.

Compliance and verification of rental qualifications

1. From time to time, the Town or its agent may request that the Owner of the unit provide verification that occupants of the unit are Qualified Occupants. Owners and occupants must respond within 30 days of this request and provide sufficient evidence that the unit is being occupied by a qualified renter. This could include but is not limited to pay stubs of occupants, leases, or tax returns.
2. Any unit not occupied for a duration of over three months will be deemed to be not complaint with the guidelines. Vacancies of over three months caused by unforeseen circumstances must be approved by the Town in writing.
3. Any Owner found in violation of the deed restriction must come into compliance within 30 days of the notice of violation. Continued non-compliance will result in forced resale of the unit to a Qualified Buyer as defined in Guidelines. An Owner may fill an appeal of the notice of violation within 10 business days to the Grievance Committee. The time and date of the hearing shall be provided to the owner. The decision and any terms to bring the property into compliance determined by the Grievance Committee shall be

final.

4. Vacation Rentals or Short term as defined by the Town Code rentals are prohibited. Any owner short-term renting a unit will be found in violation of the Master Deed Restriction and will be required to sell the unit per the Resale Guidelines.

Purchase and Resale of Units

1. When Gunnison County Employers purchase units, title may be held by the business, a limited liability corporation, an individual, or other entity approved by the Town.
2. Any Gunnison County Employer wishing to sell the unit must notify the Town or its agent in writing regarding intent to sell. The maximum resale price will be calculated per the Master Deed Restriction and these Guidelines. A lottery for the unit will be held by the GVRHA as outlined in the Guidelines. A 2% transaction fee shall be paid to the GVRHA and will be split between the buyer and seller of the unit. If there are no applicants for the lottery, the GVRHA will list and market the unit on behalf of the seller. The max sales price will be calculated per the Master Deed Restriction and the Guidelines. The unit must be sold to another Gunnison County Employer or Qualified Buyer making less than 200% AMI as determined by the Town.
3. In the event a business sells or transfers ownership, the unit may be transferred as part of the transaction as an asset of the business. The sale or transfer of the unit's ownership must be approved by the Town. In no event may the unit be sold or valued for more than its maximum sales price.



Staff Report

July 15, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 14, Series 2019 - A Resolution of the Crested Butte Town Council Adopting the Applicable Provisions of the Uniform Election Code of 1992 for the Coordinated Election to be Held on November 5, 2019 and Authorizing the Town Clerk to Enter Into an Intergovernmental Agreement with the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.

Date: July 9, 2019

Summary:

It is required that the County Clerk be notified in writing by July 26, 2019 that the Town of Crested Butte intends to participate in the coordinated election on November 5, 2019. Resolution No. 14, Series 2019 would authorize the Town Clerk to sign the intergovernmental agreement with the Gunnison County Clerk and Recorder regarding the conduct and administration of the general election as well as other documents concerning the administration of the election.

Other key dates for the election:

- August 7, 2019 is the first day that nomination petitions may be circulated.
- August 27, 2019 is the last day for the coordinating political subdivision to sign intergovernmental agreements for the coordinated election.
- August 30, 2019 is the last day that nomination petitions may be circulated and signed. The nomination petitions are due to the Clerk's office by close of business at 5PM.
- September 6, 2019 is the last day to certify ballot content. The Town Council meeting on Tuesday, September 3 is the last regular Council meeting to take official action regarding what would be included on the ballot.

Staff Recommendation:

To approve Resolution No. 14, Series 2019.

Recommended Motion:

Motion to approve Resolution No. 14, Series 2019.

RESOLUTION NO. 14**SERIES 2019****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE APPLICABLE PROVISIONS OF THE UNIFORM ELECTION CODE OF 1992 FOR THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 5, 2019 AND AUTHORIZING THE TOWN CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GUNNISON COUNTY CLERK AND RECORDER CONCERNING THE ADMINISTRATION OF SUCH ELECTION**

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, the Town Charter provides at Section 2.1 that Town elections shall be governed by the Colorado Municipal Election Laws; and

WHEREAS, Section 31-10-102.7 of the Colorado Revised Statutes (C.R.S.), the Colorado Municipal Election Law, provides that any municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Municipal Election Code; and

WHEREAS, pursuant to said section, the Town Council herein provides that it will utilize the requirements and procedures of the Uniform Election Code of 1992 for the November 5, 2019 election; and

WHEREAS, pursuant to the 1987 Crested Butte Municipal Code, as amended, and Section 29-1-203, C.R.S., the Town is authorized and empowered to contract with another governmental entity or district to provide any function, service or facility lawfully authorized to be provided by either of the cooperating or contracting units of government; and

WHEREAS, the Town and the Gunnison County Clerk and Recorder wish to enter into a contract for the purpose of conducting the November 5, 2019 election as a coordinated election.

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

1. The Town of Crested Butte hereby resolves to utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Municipal Election Code for the November 5, 2019 election.

2. The Town Council hereby authorizes the Town Clerk and other appropriate Town officials to execute an intergovernmental agreement with the Gunnison County Clerk and Recorder, and any and all other documents necessary or convenient to the fulfillment of the purposes set forth herein.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 15th DAY OF JULY, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

July 15, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Council Member Appointments to Boards and Committees
Date: July 9, 2019

Summary:

Included in the packet are lists of boards and committees. One list contains background information, meeting schedules, and contact information for organizations. The other list is meant to be an at-a-glance reference.

Jackson Petito's appointments should be filled as decided upon by the Council. The boards and committees with vacancies are highlighted in yellow on both lists. Now would be a time to consider any other re-appointments as well.

Recommendation:

The Council should discuss and decide whom they would like to appoint to each board and committee.

Recommended Motion:

Motion to approve the appointments to boards and committees as discussed.

BOARDS, COMMITTEES AND TEMPORARY COMMITTEE APPOINTMENTS
Revised July 2019

Rural Transportation Authority Board (RTA)

1. Chris Haver
2. Laura Mitchell

Mountain Express Board

1. Laura Mitchell
2. Will Dujardin

Tourism and Prosperity Project (TAPP)

1. Paul Merck

Crested Butte/Mt. Crested Butte Chamber of Commerce

1. Chris Haver
2. Will Dujardin (alternate)

Coldharbour Institute

- 1.
2. (alternate)

Gunnison Valley Regional Housing Authority (GVRHA)

1. Chris Haver
2. Jim Schmidt
3. Michael Yerman (Staff Liaison)

Valley Housing Fund

- 1.

Center for the Arts

1. Candice Bradley

Gunnison Valley Land Preservation Board

1. Sue Navy
2. Jim Schmidt
3. Paul Merck (alternate)

West Elk Loop Scenic Byway Committee

1. Laura Mitchell

Colorado Association of Ski Towns

1. Jim Schmidt (Typically the Mayor)
2. Dara MacDonald

Region 10

1. Jim Schmidt

Upper Gunnison River Water Conservancy District

1. Will Dujardin

Water Quality/Quantity Committee

1. Will Dujardin

Downtown Crested Butte Lodging Association

1. Chris Haver

Cemetery Committee

1. Jim Schmidt

One Valley Leadership Council (Formerly Community Builders Taskforce)

1. Chris Haver
2. Will Dujardin
3. Dara MacDonald

CDOT Region 3

1. Jim Schmidt

Creative District Commission

1. Candice Bradley

Grant Review Committee

1. Laura Mitchell
2. Paul Merck

Gunnison County Sustainable Tourism & Outdoor Recreation Committee

1. Paul Merck

Proclamation Committee

1. Jim Schmidt
- 2.

Colorado Communities for Climate Action

1. Jim Schmidt – Steering Committee
2. Will Dujardin – Steering Committee
3. Laura Mitchell – Policy Committee

CML Policy Committee

1. Dara MacDonald

Boards and Committees List

Revised July 2019

Rural Transportation Authority Board (RTA)

The mission of the Gunnison Valley Rural Transportation Authority is to provide and improve air transportation to and from the Gunnison-Crested Butte Regional Airport on a year round basis, and to develop a long term and energy efficient public ground transportation system within Gunnison County.

- Bylaws mandate two elected officials from each municipality serve on the board. Council members are voting members of the Board.

Current Members:

1. Chris Haver
2. Laura Mitchell

Meeting Schedule: Meetings start at 8 a.m. The location alternates between the Gunnison County Courthouse and the Crested Butte Town Hall.

Director: Scott Truex

Phone: 970-275-0111

E-mail: struex@gunnisonvalleyrta.org

Website: Gunnisonvalleyrta.org

Mountain Express Board

Mission Statement - To provide safe, free and courteous public ground transportation services for residents of and visitors to Mt. Crested Butte, Crested Butte, and surrounding north valley communities and to provide a safe, fair, and honest working environment for Mountain Express employees.

- Bylaws state that two board members are nominated by the Town of Crested Butte, two board members nominated by the Town of Mt. Crested Butte, and one member nominated by a majority vote of the Board. Council members are voting members of the Board.

Current Members:

1. Laura Mitchell
2. Will Dujardin

Meeting Schedule: Meets the 3rd Thursday of every month, at 9 a.m., alternating between Mt. Crested Butte Town Hall and Crested Butte Town Hall.

Director: Chris Larsen

Phone: 970-275-5175

E-Mail: Clarsen@crestedbutte-co.gov

Website: www.mtexp.org

Tourism and Prosperity Project (TAPP)

The Gunnison-Crested Butte Tourism Association was officially formed in September 2002 in anticipation and support of the November 2002 ballot initiatives to create a Local Marketing District for Gunnison County and to serve as the marketing arm of the Gunnison Valley Rural Transportation Authority, also on the ballot at that time.

Mission: Pending

- One Council member.

Current Member:

1. Paul Merck

Meeting Schedule: Every second Thursday, once a month at 7:30 a.m., alternating between the Crested Butte/Mt. Crested Butte Chamber of Commerce and the Gunnison County Courthouse. Please RSVP for meetings, and they will provide food.

Director: John Norton

Phone: 970-379-5498

E-Mail: john@nortonglobal.com

Website: www.gunnisoncrestedbutte.com

Crested Butte/Mt. Crested Butte Chamber of Commerce

The Chamber provides information for visitors to the community, as well as residents, and business owners (both current and prospective).

As the leading business organization in the community, the Chamber seeks to:

- Promote the Community
- Create a Strong Local Economy
- Provide Networking Opportunities
- Represent the Interests of Business with Government
- Provide Value and Benefit to our Members

- One council member and one alternate. Nonvoting member.

Current Members:

1. Chris Haver
2. Will Dujardin (alternate)

Meeting Schedule: Meets the 3rd Tuesday of every month at 8:00 a.m. at the Visitors Center in Crested Butte.

Director: Ashley Upchurch

E-Mail: director@cbchamber.com

Phone: 970-349-6438

Website: www.cbchamber.com

Coldharbour Institute

Current Members:

- 1.
2. (alternate)

Meeting Schedule: Every two months

Director: Suzanne Ewy

Phone: 719-530-1103

E-Mail: sewy@western.edu

Website: www.coldharbourinstitute.org

Gunnison Valley Regional Housing Authority (GVRHA)

The mission of the GVRHA is to assist in providing suitable housing and an acceptable environment for the elderly, the handicapped, and the disadvantaged; and to encourage private investment in housing to help meet the housing needs of all citizens.

Rental Assistance Programs: Section 8 Rental Assistance; Mountain View Senior Apartments.

Homebuyer Programs: Homebuyer Counselor; Mutual Self-Help Build (Owner/Builder Program).

- The Council appoints two members and one alternate. One of the regular appointees must be a Town councilmember, the other two appointees do not need to be on the Town Council. Board members are voting members of the Board. The Board serves in an advisory capacity to the Board of County Commissioners.

Current Members:

1. Jim Schmidt
2. Chris Haver
3. Michael Yerman (Staff Liaison)

Meeting Schedule: The 2nd Wednesday of every month. Alternating between Crested Butte (at the Chamber of Commerce) and Gunnison (at the Housing Authority Offices).

Director: Jennifer Kermode

Phone: 970-641-7901

E-Mail: jkermode@gvrha.org

Website: www.gunnisoncounty.org

Valley Housing Fund

Mission:

1. Facilitate an exchange of the Clark land parcel with the U.S. Forest Service for future affordable housing projects.
2. Act as a non-profit affordable housing developer.

Members of the Gunnison County Housing Authority Advisory Board have also been serving on the Gunnison Valley Housing Foundation Board.

Current Members:

- 1.

Meeting Schedule: The 2nd or 3rd Thursday of every month usually at 4 p.m. prior to Gunnison County Housing Authority Advisory Board meetings.

Center for the Arts

Mission-The Center for the Arts, a home for arts and culture, offers engaging opportunities and educational experiences to enrich and expand the life of our community.

- One council member; Non-voting member.

Current Member:

1. Candice Bradley

Director: Jenny Bernie

Phone: 970-349-7487 x 707

E-Mail: jenny@crestedbuttearts.org

Website: www.crestedbuttearts.org

Gunnison Valley Land Preservation Board

Meets on an as-needed basis, usually a few times a year, generally at 6pm, alternating between Blackstock Building and Crested Butte Town Hall.

- Two members and one alternate are appointed by the Town of Crested Butte

Current Members:

1. Sue Navy
2. Jim Schmidt
3. Paul Merck (Alternate)

Meeting Schedule: Meets on an as-needed basis, usually a few times a year, typically Monday evening at 6 p.m.

Contact person: Mike Pelletier

Phone: 970-641-7645

E-Mail: mpelletier@gunnisoncounty.org

Website: www.gunnisoncounty.org

West Elk Loop Scenic Byway Committee

The Colorado Scenic and Historic Byways program is a statewide partnership intended to provide recreational, educational, and economic benefits to Coloradans and visitors. This system of outstanding touring routes in Colorado affords the traveler interpretation and identification of key points of interest and services while providing for the protection of significant resources.

Scenic and Historic Byways are nominated by local partnership groups and designated by the Colorado Scenic and Historic Byways Commission for their exceptional scenic, historic, cultural, recreational, and natural features.

- One council member, one alternate.

Current Member:

1. Laura Mitchell

Meeting Schedule: Quarterly 10 a.m. to approximately 2 p.m. Meeting locations vary and are rotated among different towns along the byway.

Contact Person: John Hoffman

Phone:

E-Mail: jhof@rof.net

Website:

Colorado Association of Ski Towns

The Colorado Association of Ski Towns is an organization of 25 municipalities whose economies are largely dependent upon tourism. Members include the mayors and managers of the resort towns. The Association was formed in part to recognize that resort communities face unique challenges in providing municipal services to residents and visitors. Member municipalities share the benefits of our diverse knowledge, experience and leadership through meetings, conferences, surveys and other informational venues, as decided by the members.

CAST members use the power of the coalition to seek support for legislation that will benefit and sustain the mountain communities. We support actions that keep our communities livable, protect our pristine environment, and promote community-based land use, mass transit, affordable housing, and sustainable tourism. Our goal is to foster growth that will ensure an exceptional quality of life for citizens and a positive experience for visitors.

- One council member (typically the mayor) and the Town Manager

Current Members:

1. Jim Schmidt
2. Dara MacDonald
3. If Mayor cannot attend an alternate will be sought on an as-needed basis.

Contact person: Margaret Bowes, Executive Director

Phone: 970-485-2737

E-Mail: mbowes@coskitowns.com
Website: www.coloradoskitowns.org

Region 10

Region 10 League for Economic Assistance and Planning serves as the economic, community and senior programs leader for six, western Colorado counties. The Region 10 staff, together with its membership, assists local governments, businesses and residents in facilitating and implementing programs that will benefit our economy, community and quality of life.

One council member

Current Member:

1. Jim Schmidt

Meeting Schedule: 4th Thursday of February, May, and August and the third Thursday of November. All meetings are at Noon in the Enterprise Center, 300 N Cascade Avenue in Montrose.

Contact person: Michelle Haynes, Executive Director

Phone: 970-249-2436 ext. 202

E-Mail: mhaynes@region10.net

Website: www.region10.net

Upper Gunnison River Water Conservancy District

UGRWCD's mission is to be an active leader in all issues affecting the water resources of the Upper Gunnison River Basin.

An elected official could attend meetings, but it is not a voting position.

Current Member:

1. Will Dujardin

Meeting Schedule: The 4th Monday of the month, at 5:30PM, at 210 West Spencer.
 Next meeting will be January 29, 2018

Contact person: Frank Kugel

Phone: 970-641-6065

E-mail: fkugel@ugrwcd.org

Water Quality/Quantity Committee

The Water Quality/ Quantity Committee (QQ) comprises municipalities, counties, water and sanitation districts, and conservancy districts in the headwaters region of Colorado located in Grand, Summit, Eagle, Pitkin, Park and Gunnison counties. The Colorado River Water Conservation District is also a QQ member. The Board is made up of elected and appointed officials from member jurisdictions. QQ's purpose is to facilitate and augment the efforts of member jurisdictions to protect and enhance the region's water quality while encouraging its responsible use for the good of Colorado citizens and the environment. QQ's contract team provides members with legislative monitoring, water quality information, litigation and rulemaking support, trans-mountain diversion oversight, and related technical assistance to further intergovernmental cooperation, and increase political clout with state and federal agencies.

Current Member:

1. Will Dujardin

Meeting Schedule: Quarterly as determined by members' schedules.

Contact Person: Torrie Jarvis

Phone: 970-596-5039

E-mail: qqwater@nwccog.org

Gunnison County Sustainable Tourism & Outdoor Recreation Committee

The Gunnison Valley contains stunning vistas, varied recreational opportunities. These landscapes and recreation amenities contribute significantly to the Valley's tourism economy and high quality of life. Public lands provide the backbone of our tourism industry and residents highly value their access to public lands which is why many of our residents call Gunnison County home.

A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The Sustainable Tourism and Outdoor Recreation (STOR) Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economy and outdoor recreation experience while preserving the natural resources of our County. It will be important for each and every Committee member to come to the table with open minds, keeping in mind the greater good and a 2 supportive, collaborative approach. It will take all members to address the complex challenges that we face.

Current Member:

1. Paul Merck

Meeting Schedule: Second Thursday of each month.

Contact Person: Cathie Pagano

Phone: 970-641-7985

E-mail: cpagano@gunnisoncounty.org

Downtown Crested Butte Lodging Association**Current Member:**

1. Chris Haver

Cemetery Committee**Current Member:**

1. Jim Schmidt

One Valley Leadership Council (Formerly Community Builders Taskforce)**Current Member:**

1. Chris Haver
2. Will Dujardin
3. Dara MacDonald

CDOT Region 3**Current Member:**

1. Jim Schmidt

Creative District Commission**Current Member:**

1. Candice Bradley

Grant Review Committee**Current Members:**

1. Laura Mitchell
2. Paul Merck

Proclamation Committee

1. Jim Schmidt
- 2.

Colorado Communities for Climate Action

1. Jim Schmidt – Steering Committee
2. Will Dujardin – Steering Committee
3. Laura Mitchell – Policy Committee

CML Policy Committee

1. Dara MacDonald



Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Extension Request for Submittal of Preliminary Plan for The Corner at Brush Creek

Date: July 15, 2019

Background: The Corner at Brush Creek project received conditional sketch plan approval on August 7, 2019. Per the Gunnison County Land Use Resolution (“LUR”) the applicant then has one year to file a preliminary plan application. Alternatively, the applicant may file for an extension of up to 12 months. These deadlines are set out in Section 7-202: Sketch Plan Review Process for Major Impact Projects, of the LUR.

P. EXPIRATION. The applicant shall be required to submit the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.

Q. EXTENSION OF SUBMITTAL DEADLINE. The Board may extend the deadline to submit a Preliminary Plan application for good cause shown, provided the applicant requests the extension in writing no less than 30 days before the deadline, and provided the Board finds that there has been no substantial change in circumstances of neighborhood land uses, in the capability or willingness to serve the development of proposed service providers, or to the site on which it is proposed since Sketch Plan approval. Should the Board determine that such findings are not supportable, the review process shall be required to begin anew with the submittal of a Sketch Plan.

1. REFERRAL TO PLANNING COMMISSION FOR RECOMMENDATION. The Board may request a recommendation from the Planning Commission on the request for extension before taking action.

2. MAXIMUM PERIOD OF EXTENSION. In no case shall the deadline for submittal of a Preliminary Plan application be extended for more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted.

3. FEE FOR REQUEST FOR EXTENSION. In order to compensate the County for the cost of reviewing and processing the requested extension, each applicant shall pay the required fee, as shown in a schedule of fees issued by the Community Development Department that is adopted and amended from time to time by the Board. The fee schedule is designed to make the amount of the fee

proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application.

The applicant, Gary Gates or Gatesco, doing business as APT Brush Creek Road, LLC, submitted an extension request to Gunnison County on July 3, 2019. Staff learned about this submittal through a newspaper article on July 11th. According to that article the Board of County Commissioners will consider the extension request during their regular meeting on August 6th.

Discussion: The Town Council may want to consider taking a position on this extension request, communicating with the other members of the Memorandum of Agreement, or commenting directly to the Board of County Commissioners.

The Town of Crested Butte has received no response from either the applicant or Gunnison County in the 5½ months since submitting the Memorandum of Consent dated January 22, 2019.

Attachments:

Law of the Rockies extension request, July 3, 2019

Town of Crested Butte Memorandum of Consent, January 22, 2019

Board of County Commissioners of Gunnison County Resolution 2018-28 Approving the Sketch Plan for LUC-17-00034 AKA The Corner at Brush Creek



LAW OF THE ROCKIES

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Members
Marcus J. Lock
Jacob A. With
Kendall K. Burgemeister

Of Counsel
John R. Hill, Jr.

Associate
Austin J. Chambers

525 N. Main Street, Gunnison, CO 81230 | 970.641.1903
lawoftherockies.com | Fax: 970.641.1943
Email: kburgemeister@lawoftherockies.com

July 3, 2019

VIA ELECTRONIC MAIL

Gunnison County Community and Economic Development Department
Attn: Cathie Pagano

Re: LUC 17-34

Dear Ms. Pagano:

I am writing on behalf of APT Brush Creek Road, LLC, the Applicant in Land Use Change No. 17-00034. I am writing to request a one year extension of the deadline to submit a preliminary plan application in accordance with Section 7-202.Q of the Gunnison County Land Use Resolution.

Section 7-202.Q authorizes the Board to extend the deadline “for good cause shown, provided the applicant requests the extension in writing no less than 30 days before the deadline, and provided the Board finds that there has been no substantial change in circumstances of neighborhood land uses, in the capability or willingness to serve the development of proposed service providers, or to the site on which it is proposed since Sketch Plan approval.”

Good cause exists for the extension. From the time that the sketch plan was approved in August of 2018 through January of 2019, the applicant met numerous times privately and publicly with various stakeholders including neighbors, Crested Butte, and Mt. Crested Butte. Undertaking substantial design and other work required for the preliminary plan application was not practical while these discussions were ongoing, as the parameters of the project became a moving target. As reflected in a January 22, 2019, memorandum from Crested Butte to your office, Crested Butte and Mt. Crested Butte consented to the filing of a preliminary plan application, subject to three significant conditions not included in the County’s sketch plan approval. The Applicant’s team has spent considerable time evaluating the feasibility of these conditions—imposed almost six months after the sketch plan approval—and analyzing various alternatives for moving the project forward.

Additionally, as you know, since December of 2018, Gary Gates and his team were involved in an RFP process for an additional workforce housing project sponsored by Gunnison County in the City of Gunnison, and after being selected through that RFP process, Mr. Gates and his team have been actively working with the County to resolve pre-development issues associated with

received
7-3-19

that project site and to finalize development plans for that project. We believe that project is closer than Brush Creek to being “shovel ready,” and has the ability to make an immediate and significant impact on the workforce housing shortage in the Gunnison Valley. Consequently, Mr. Gates’ project team has been focusing its efforts in the first half of 2019 on that project. Construction on the City of Gunnison project would be complete before any project at Brush Creek is approved, so we do not perceive any long-term conflict wherein development of the City of Gunnison project would interfere with Mr. Gates’ ability to complete construction of the Brush Creek project. On the contrary, it is Mr. Gates’ sincere desire to demonstrate through a successful project in the City of Gunnison that he is capable of executing a quality workforce housing project at Brush Creek.

The extension is being timely requested. The sketch plan was approved on August 7, 2018. Therefore, the deadline to submit the preliminary plan application is August 7, 2019, and the deadline to request the extension is July 8, 2019.

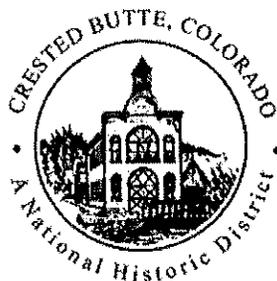
Finally, since Sketch Plan approval, there has been no substantial change in neighborhood land uses, in the capability or willingness to serve the development of proposed service providers, or to the site of the proposed development.

If you need any additional information from me, please let me know.

Sincerely,



Kendall K. Burgemeister
LAW OF THE ROCKIES



MEMORANDUM OF CONSENT
January 22, 2019

TO: Gunnison County Board of County Commissioners, Crested Butte Mountain Resort, Town of Mt. Crested Butte, APT Brush Creek Road, LLC and Gunnison County Planning Commission

FROM: Mayor and Town Council of Crested Butte

SUBJECT: The Corner at Brush Creek, LUC 17-00034

The Gunnison County Board of County Commissioners conditionally approved The Corner at Brush Sketch Plan, LUC 17-00034, as Resolution No. 2018-28 on August 7, 2018. Condition #1 of the Resolution approving the Sketch Plan states:

"As proposed by the applicant, and accepted as a finding, prior to submittal of the Preliminary Plan, and prior to submittal of the Final Plan, the applicant shall obtain consent of three of the four parties (Gunnison County; Town of Crested Butte; Town of Mt. Crested Butte; Crested Butte Mountain Resort) to the MOU."

Over the past six (6) months, the Town Councils of Crested Butte and Mt. Crested Butte have held independent public meetings and conducted joint public work sessions concerning The Corner at Brush Creek proposal. Based on these discussions and upon finding general consensus with the Town of Mt. Crested Butte, the Town Council of Crested Butte hereby provides its written consent for APT Brush Creek Road, LLC to prepare a Preliminary Plan application with the following conditions:

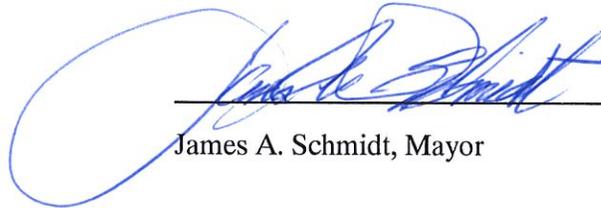
1. Five (5) acres of the site shall be set-aside to the MOA parties for such future uses as the MOA parties may determine, consistent with the terms and processes contained in the MOA. This condition is tied to and specifies the set-aside required in condition #13 of the BOCC Resolution approving the Sketch Plan submittal.
2. The total number of residential units for the remainder of the parcel (after 5 acres are set-aside to be retained by the MOA parties) shall not exceed 156 units. This condition further limits the maximum number of units allowed in condition #4 of the BOCC Resolution approving the Sketch Plan submittal.

- 3. The developer shall provide two (2) parking spaces for every unit constructed, to be provided contemporaneous with the construction of the units. This condition is tied to finding #25 of the BOCC approving the Sketch Plan submittal.

The Applicant must agree to such conditions and formally amend its application to reflect these conditions in order for the Town of Crested Butte's consent to remain valid.

INTRODUCED, READ AND APPROVED THIS 22nd DAY OF JANUARY, 2019.

TOWN OF CRESTED BUTTE


James A. Schmidt, Mayor

ATTEST:


Lynelle Stanford, Town Clerk





**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2018 - 28**

**A RESOLUTION APPROVING THE SKETCH PLAN FOR
LUC-17-00034
APT BRUSH CREEK ROAD, LLC (AKA The Corner at Brush Creek)**

WHEREAS, The applicant proposes the development of 220 units on the subject parcel. 63.6% (140) of the units will be deed restricted to qualifying households earning less than 180% of the Area Median Income. 108 (49%) of the total units are deed restricted for households earning less than 120% of Area Median Income and meet the definition of "workforce" as stated in Section 2-102: *Definitions* of the Gunnison County *Land Use Resolution* and also meet the definition of essential qualified households by the Gunnison Valley Regional Housing Authority. The remainder of the units (80) will be free market rental units. This application will include a subdivision including the townhome units (20 parcels), rental units (1 parcel), and parking lot parcel (1 parcel).

200 of the total units are proposed as rental units and twenty (20) units are proposed as for sale units. The for sale units are proposed to be deed restricted but the AMI criteria have not been proposed by the applicant at this time. The applicant has proposed to offer developer construction and seller financing for buyers of the for sale units; no buyer shall be required to utilize the seller financing. The proposed financing terms are a 3% down payment, 30-year amortization, and a low interest rate. The propose interest rate is fixed, determined as the 30-year Treasury Rate plus 60 basis points at the time of acquisition.

The deed restrictions will include Area Median Income (AMI) limits and other criteria. These restrictions are necessary to ensure that housing remains permanently available for the local workforce. Deed restricted units will each be priced at no more than 30% (including utilities) of an individual's or families' income. The categories and number of units have been modified since the original Sketch Plan application and the revised proposal includes:

Revised Plan: May, 2018			
Unit Type	Incremental Units	Cumulative Units	Cumulative % of Total Units
Restricted: <50% AMI	33	33	16.5%
Restricted: <80%	49	82	41%
Restricted: <120%	26	108	54%
Restricted: <180%	12	120	60%
No Income Restriction	80	200	100%
For Sale Deed Restricted	20/20	20	100%
Total Deed Restricted	140/220	220	63.63%

Deed restrictions are proposed as follows: the Household must have at least one "Resident," which means "a natural person who (i) at the time of rental of a Restricted Unit, earns his or her living from a business operating in and serving Gunnison County, by working at such business an average of at least 30 hours per week on an annual basis, or (ii) is a person who is approved, in writing, by GVRHA or the County which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within Gunnison County, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the GVRHA or the County from time to time. A person over 65 years of age shall remain a Resident regardless of his or her working status, so long as he or she has occupied the Property for a time period of not



less than seven years. Full time residents of Gunnison County who are persons with disabilities are not required to be employed. The term "business" as used in this definition shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions.

The applicant proposes a minimum lease term of six months and preference for Gunnison County residents for all units (deed restricted and free market) in compliance with federal regulations.

The applicant proposes the following buildings on the subject parcel:

Building Type	Quantity	Estimated Square Footage Per Building	Aggregate Square Footage
Duplex	10	3,200 sq ft	32,000 sq ft
8-plex	6	8,000 sq ft	48,000 sq ft
10-plex	6	9,000 sq ft	54,000 sq ft
16-plex	3	12,800 sq ft	38,400 sq ft
22-plex	2	18,000 sq ft	36,000 sq ft
Transit/Community Center	1	4,500 sq ft	4,500 sq ft
Maintenance and Wastewater	1	3,000 sq ft	3,000 sq ft
Total	29		215,900 sq ft

A community and transit center is proposed on the northeast corner of the parcel. The footprint of the community center will be approximately 4,500 square feet and house space for events, meetings and a communal bike/ski workshop. Post office boxes are to be included in the building and office space for the Gunnison County Sheriff. A convenience store/coffee shop, approximately 1,000 square feet in size, will also be housed in the community center building.

The Brush Creek transit stop for Regional Transportation Authority (RTA) and Mountain Express are proposed to be located at the community center and serve the entire Brush Creek area. Bike racks and restrooms will be available to the general public that may be utilizing the bus stop. The applicant initially proposed the development and paving of a parking lot for the transit center. The applicant now proposes to subdivide that portion of the parcel and deed it to Gunnison County who may determine how to develop the intercept parking lot with other MOU participating parties in the future.

Other amenities included in the proposal include: playing fields, trails, a playground, picnic area, and a dog park. A trail connection to the Deli Trail is proposed that would allow future connection to a possible Crested Butte to Crested Butte South trail. 8.1 acres (50%) of the parcel is proposed as open space.

The project is proposed to be developed in two phases, as shown on Map 13, Phasing Plan, dated April 16, 2018.

Phase 1 includes: Infrastructure (utilities, roads, parking areas serving the units constructed), the transit/community center, the 10-plexes (60 units) along the northwest side of the property, and the 16-plexes near the middle of the property (48 units) and for sale townhomes, along the eastern property line, and the amenities as identified on Map 13, Phasing Plan, dated April 16, 2018.

Phase 1 will include the construction of 108 units; 63.6% (68 units) of the Phase 1 units will be deed restricted while the remaining 40 units will be free market. The majority of the park, trails, and open space amenities are included for development in this phase (see Map 13 for better depiction).

Phase 2 includes: the remaining residential units, based on market demand, remaining infrastructure (for Phase 2 units) and remaining trail and open space amenities. Phase 2 units will be constructed based on market demand



and no timeframe for construction is identified at this time. As units are constructed in Phase 2 the applicant proposes to maintain the restricted/free market ratio, for example, if a building with 24 units is constructed, 63% (15) of those units would be deed restricted while the remaining 37% (9) would be free market. All rental units are proposed to be held under the single ownership and managed by Gatesco. An onsite management office is proposed.

The applicant proposes to supply water to the development via one or more wells which will be augmented by purchase of water from Meridian Lake through a contract with the Upper Gunnison River Water Conservancy District. In an email dated July 19, 2018 attorney Kendall Burgemeister stated, "The Skyland Metro District has made it clear that provision of water to the project is not possible."

Central sewage disposal is proposed. The applicant's preferred option is the construction of central sewage treatment facility on-site. It may also be possible for the development to connect to the East River Regional Sanitation District.

The subject parcel is located on the southeast corner of the intersection of Brush Creek Road and Highway 135, approximately 1.5 miles south of the Town of Crested Butte. The parcel is approximately 14.29 acres and is legally described as all of the land in Section 12, Township 14 South, Range 86 West, 6th p.m., lying south and east of Brush Creek Road, and west of Larkspur Subdivision and Red Feather Subdivision, excepting any portion that may lie south and west of the southwest boundary of Colorado State Highway 135.

Modifications Requested per Section 9-604: Incentives to Provide Essential Housing

The applicant has requested the following modifications as allowed per Section 9-604: *Incentives to Provide Essential Housing*:

- Section 10-103: C. 3.a.1 *Development Served by Public Wastewater Treatment System*: In the Sketch Plan submittal the applicant has identified three options for wastewater treatment: connection to the East River Regional Sanitation District, connection to the Town of Crested Butte wastewater treatment plant, or construction of an on-site wastewater treatment facility. If the applicant pursues the option of construction of an on-site wastewater treatment facility a modification shall be requested to Section 10-103:C.3.a.1. which requires that a "development is or will be served by a public wastewater treatment system." The LUR defines Public Services and Facilities as: "those services and facilities provided by a public entity or public utility (including but not limited to, any municipality, county, or special district) including, but not limited to, roads, trails, schools, wastewater treatment, water treatment...". The proposed on-site wastewater treatment facility does not meet the definition of a public service or facility.
- Section 13-103: H. *Allowed Structure Heights*: The February 7, 2018 Sketch Plan supplemental states that the estimated building heights will be between 26 feet and 35 feet. Andrew Hadley, architect for the applicant, explained that the maximum roof height (as measured per County standards of Section 13-103: H. *Allowed Structure Heights*) is 32 feet for the 10-plexes and flat roof buildings.
- Section 13-104: *Setbacks from Property lines and Road Rights-of-Way*, the applicant proposes an approximate 45-foot setback from the edge of Brush Creek Road. Front, side and rear setbacks are shown on Map 12, "Development Layout Plan," dated April 16, 2018. The Development Layout Plan depicts a 45-foot setback from the edge of the Brush Creek Road for the proposed buildings. Section 13-104 requires a 40-foot setback from the edge of the County road right-of-way.

While this incentive allows an exception to property line setbacks it does not mention setbacks from roads. However, Section 9-604: A.6. does allow the decision making-body to modify standards in Article 13 which includes setbacks from roads.

- Section 13-105: *Residential Building Sizes and Lot Coverages*, the applicant proposes the construction of buildings in excess of the maximum size thresholds identified in this Section. The applicant has proposed buildings that range in size from 3,200 to 18,000 square feet, with a total approximate square footage of 215,900 square feet.



Staff has determined that this issue is not governed by the standards of Section 13-105: G. when reviewing the proposed modification, rather the issue is governed by the standards of Section 9-604: A. 6. *Modified Development Standards* related to energy efficiency, amenities, design, etc.

Changes to Original Sketch Plan Application Submittal

The application has evolved since the original submittal and the applicant has made the following changes including but not limited to:

- Increased setback along Brush Creek Road from 30' to 45'
- Decreased building density along Brush Creek Road
- Reduced bedroom count from 408 to 341 with a projected population reduction from approximately 600 people to approximately mid-500 people.
- Increased residential parking from 361 to 410 spaces, including 31 designated for visitors, with an additional 38 parking spaces available based on future demand (448 spaces total)
- Increased number of covered parking spaces
- Elimination of the transit parking lot (parcel to be conveyed to County for future development)
- Decreased building square footage from approximately 280,000 square feet to 215,900 square feet
- Decreased building count to 29 buildings, including reduction of four buildings along Brush Creek Road in response to public concern about view corridors
- 20 For Sale Units
- Additional units at lower AMI categories

Applicant Proposes Conditions for Sketch Plan Approval

An email from applicant attorney, Kendall Burgemeister, dated July 19, 2018 stated:

"The Applicant is ready, willing, and committed to continue to engage in all productive conversations with the various stakeholder groups that could ultimately result in a project that is still feasible yet more palatable to the objectors (e.g. discussions with ERRSD regarding a pumpback project). First and foremost of these conversations will be discussions with the four MOU partners to obtain a majority vote to allow the applicant to develop the property. The Applicant would accept a condition of sketch plan approval that requires the Applicant to obtain the consent of three of the four partners to the MOU before the Applicant submits an application for preliminary and final plan approval."

WHEREAS, a joint public hearing was conducted February 16, 2018, March 2, May 4, June 1, and July 20, 2018 by the Planning Commission and Board of County Commissioners; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on August 3, 2018 forward to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

NOW, THEREFORE, the Board hereby adopts in full the Planning Commission's Recommendation, with these Findings:

1. Approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicant is unable to fulfill all of the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.
2. The applicant stated that they would accept a condition of sketch plan approval that requires the applicant to obtain the consent of at least three of the four parties (Gunnison County, Town of



Crested Butte, Town of Mt. Crested Butte, Crested Butte Mountain Resort) to the Memorandum of Understanding (MOU) before the applicant submits an application for preliminary and final plan approval.

3. This application, by definition, is classified as a Major Impact.
4. Pursuant to Section 7-102:Standards of Approval for Major Impact Projects:
 - a. This Sketch Plan application is generally consistent with the standards and requirements of the *Resolution*, pursuant to Section 7-103, *i.e.*, compliance of the proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This application has broadly addressed, and the Commission has broadly evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development. The burden in the Preliminary Plan review is on the applicant to provide detailed information and mitigation proposals for evaluation.
 - b. A determination of whether or not the proposed land use change would result in a significant adverse net effect to adjacent land uses can occur only after the applicant has designed mitigations in response to conflicts and general issues raised during this Sketch Plan review process. While the applicant has proffered conceptual mitigations to elements that have been raised as issues by the public and by the Planning Commission, determination of the effectiveness of those proposals requires additional information that engineered solutions might provide.
 - c. Phasing has been proposed by the applicant within this Sketch Plan submittal.
 - d. All uses have been identified on lots within this proposed subdivision.
5. The following have been identified as significant issues related to this application during the Sketch Plan review process:
 - a. Density
 - b. Compatibility
 - c. Intensity of uses
 - d. Amenities
 - e. Buffering the neighbors from impacts
 - f. Building concepts, materials, and design standards
 - g. Sketch elevations
 - h. Maintaining existing trail easements
 - i. Water supply and wastewater treatment
 - j. Review of Town of Crested Butte's Three Mile Plan in the context of the proposed density and impacts to recreation
 - k. Traffic congestion, flow, safety and bus loops
 - l. Bus service
6. For purposes of this Sketch Plan approval, the project is compatible if it has density of no more than 180 units; this finding does not suggest that at Preliminary or Final Plan a lesser number would not be approved.
7. The need for essential housing units whose cost do not exceed 120% AMI is a priority of Gunnison County.
8. The conceptual designs of the proposed buildings are generally compatible with the surrounding neighborhoods including but not limited to the renderings of proposed materials and flat and gabled roof designs.



9. The proposed application includes 49% essential housing as defined by the Gunnison County Land Use Resolution and Gunnison Valley Regional Housing Authority. The proposed project includes 63% of the units will be deed restricted housing with income and residency requirements up to 180% of the Area Median Income.
10. The application meets the criteria set forth in Section 9-604: *Incentives Required to Provide Essential Housing*, and the Planning Commission may determine which incentives are appropriate to grant to this project.
11. The applicant has requested the following incentives (also referred to as modifications) in compliance with Section 9-604 which are hereby approved conceptually as part of the Sketch Plan application; further review and final determination of approval will occur at Preliminary and Final Plan application:
 - a. Section 10-103: C. 3.a.1 Development Served by Public Wastewater Treatment System: In the Sketch Plan submittal the applicant has identified three options for wastewater treatment: connection to the East River Regional Sanitation District, connection to the Town of Crested Butte wastewater treatment plant, or construction of an on-site wastewater treatment facility. If the applicant pursues the option of construction of an on-site wastewater treatment facility a modification shall be requested to Section 10-103:C.3.a.1. which requires that a "development is or will be served by a public wastewater treatment system." The LUR defines Public Services and Facilities as: "those services and facilities provided by a public entity or public utility (including but not limited to, any municipality, county, or special district) including, but not limited to, roads, trails, schools, wastewater treatment, water treatment...". The proposed on-site wastewater treatment facility does not meet the definition of a public service or facility.
 - b. Section 13-103: H. *Allowed Structure Heights*: The February 7, 2018 Sketch Plan supplemental states that the estimated building heights will be between 26 feet and 35 feet. Andrew Hadley, architect for the applicant, explained that the maximum roof height (as measured per County standards of Section 13-103: H. *Allowed Structure Heights*) is 32 feet for the 10-plexes and flat roof buildings.
 - c. Section 13-104: *Setbacks from Property lines and Road Rights-of-Way*, the applicant proposes an approximate 45-foot setback from the edge of Brush Creek Road. Section 13-104 requires a 40-foot setback from the edge of the County road right-of-way.
 - d. Section 13-105: *Residential Building Sizes and Lot Coverages*, the applicant proposes the construction of buildings in excess of the maximum size thresholds identified in this Section. The applicant has proposed buildings that range in size from 3,200 to 18,000 square feet, with a total approximate square footage of 215,900 square feet.
12. There is a proposed commercial use on the subject parcel. While commercial uses have been approved in Buckhorn Ranch and Skyland/the Club at Crested Butte, their existence sets no precedent that additional commercial uses proposed at the Corner at Brush Creek are compatible with established uses in the area. However, the Commission finds, based upon the existence of other subdivisions with commercial recreational amenities in the impact area (particularly Skyland/the Club at Crested Butte) that uses similar to those proposed are established in the area. Therefore, the concept of locating a residential subdivision with similar amenities and similar restrictions regarding hours and types of use in the area is reasonable.
13. There is a proposed community and transit center on the subject parcel. The concept of the transit center would provide an opportunity to create greater connectivity from the Brush Creek area to the Towns of Crested Butte and Mt. Crested Butte and to the City of Gunnison. Thus, the Commission finds that, consistent with the LUR, the proposed center is a benefit to the Brush Creek neighborhood and to the Gunnison Valley as a whole.



14. A requisite component of the proposal at Preliminary Plan shall be dedication of an area for an intercept parking lot and transit; this shall be in addition to parking for the residents of the development. The method of the dedication may include conveyance of land, long-term lease or other alternatives. The applicant shall not be responsible for the cost of construction, maintenance or operation of the intercept parking lot.
15. Gunnison County has not adopted the Crested Butte Three Mile Plan nor has the County entered into an intergovernmental agreement with the Town of Crested Butte. Therefore, the provisions of the Crested Butte Three Mile plan are not mandatory. The County has nonetheless considered the Crested Butte Three Mile Plan in a reasonable attempt to remain attentive to the concerns of the Town, and will continue to consider the Town's Three Mile Plan as this process continues.
16. Neighboring property owners and others in the community have argued that the proposed density is not compatible with the existing Brush Creek neighborhood. For the reasons set forth in this document and consistent with the LUR, the Commission finds that such arguments should not prevent or preclude approval of the sketch plan with the conditions set forth below.
17. A determination of whether or not the proposed land use change has demonstrated that conditions are appropriate for greater density on the subject parcel can occur only after the applicant has designed mitigations in response to conflicts and general issues raised during this Sketch Plan review. While the applicant has proffered conceptual mitigations for possible impacts (connection to services such as GCEA, RTA, and public trails; the development of protective covenants and design standards that will ensure compatibility with the neighborhood; landscaping; limitations on outside storage; preservation of 56% open space; and the establishment of deed restricted essential housing units to elements); determination of the effectiveness of those proposals requires the additional information that engineered solutions might provide.
18. Mapping from the U.S. Fish and Wildlife Service indicates that there may be wetlands on the subject parcel.
19. Traffic flow on Brush Creek Road, intersection with Hwy 135, winter conditions, bus turnaround on subject parcel, and safety of all intersections are some of the concerns that have been expressed by the public.
20. The proposed access from Highway 135 and Brush Creek Road will need to be evaluated by the Colorado Department of Transportation and Gunnison County Public Works at Preliminary Plan.
21. The public trails proposed on the subject parcel are an important amenity to connect the development to multi-modal transportation options and to align with community values.
22. The water supply is proposed to be obtained from a central well or wells.
23. Wastewater treatment is proposed by either a central treatment system onsite; connection to the East River Regional Sanitation District; or the Town of Crested Butte.
24. The site plan has not been fully developed at Sketch Plan and the applicant has not made a final determination of the setbacks at this time.
25. The applicant has proposed 410 parking spaces, with 38 additional spaces identified for future demand.
26. A landscaping plan has been submitted as Map 16 of the Sketch Plan submittal, dated April 16, 2018.
27. The applicant proposes an aggregate square footage of 215,900 square feet on the parcel.
28. Fifty-six percent (56%) of the parcel is proposed as open space.



29. Draft protective covenants are required to be submitted with the Preliminary Plan application.
30. Integration of the standards of Section 13-119: *Standards to Ensure Compatible Uses*, as well as other measures to mitigate issues raised during this Sketch Plan review is required within the Preliminary Plan submittal. Issues that have been identified relative to compatibility include but are not limited to: density, intensity of uses, amenities, buffering the neighbors from impacts, building concepts, materials, and design standards, sketch elevations, maintaining existing trail easements, water supply and wastewater treatment, compliance with Town of Crested Butte's Three Mile Plan in the context of the proposed density and impacts to recreation, traffic congestion, flow, safety and bus loops, and bus service.
31. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the APT Brush Creek Road, LLC Sketch Plan need be conducted by the Board, and further, the Board hereby approves the APT Brush Creek Road, LLC Sketch Plan for LUC No. 2017-00034 as recommended by the Planning Commission, with the following conditions:

1. As proposed by the applicant, and accepted as a finding, prior to submittal of the Preliminary Plan, and prior to submittal of the Final Plan, the applicant shall obtain consent of three of the four parties (Gunnison County; Town of Crested Butte; Town of Mt. Crested Butte; Crested Butte Mountain Resort) to the MOU.
2. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.
3. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
 - a. Density
 - b. Compatibility
 - c. Intensity of uses
 - d. Amenities
 - e. Buffering the neighbors from impacts
 - f. Building concepts, materials, and design standards
 - g. Sketch elevations
 - h. Maintaining existing trail easements
 - i. Water supply and wastewater treatment
 - j. Compliance with Town of Crested Butte's Three Mile Plan in the context of the proposed density and impacts to recreation
 - k. Traffic congestion, flow, safety and bus loops
 - l. Bus service
4. For purposes of this Sketch Plan approval, the project is compatible if it has density of no more than 180 units; this finding does not suggest that at Preliminary or Final Plan a lesser number would not be approved.
5. The AMI ratio shall remain proportionally the same for the proposed 180 units and with the consideration that the numbers of units at 120% AMI and below remain the same, as economically feasible, and as identified in the Second Sketch Plan Submittal.



6. As part of the Preliminary Plan application, the applicant shall submit a detailed phasing plan for Phase 2.
7. Certain comments submitted by the public, including but not limited to the Town of Crested Butte, are matters appropriately addressed at the Preliminary Plan phase rather than the Sketch Plan phase.
8. The applicant shall submit protective covenants as part of the Preliminary Plan application in compliance with Section 7-301: K. *Protective Covenants or Restrictions*. The protective covenants shall include language that all units on the subject parcel shall have a rental and ownership preference for Gunnison County residents, in compliance with federal laws.
9. The Protective Covenants shall include design standards that are generally compatible with the design standards of other subdivisions (i.e. Skyland and Larkspur) in the Brush Creek corridor including use of similar materials and architectural styles.
10. There shall be no lease terms less than six months on the subject parcel for any of the residential units. Short-term rentals shall be prohibited; for purposes of this condition short-term rental shall mean the rental of any unit for less than a period of six months.
11. The applicant shall submit a list and photograph of proposed building materials, elevations and visual renderings of all proposed buildings as part of the Preliminary Plan application.
 - a. The visual renderings are required to be submitted as part of the Preliminary Plan application and shall include site design impacts demonstrated, at a minimum from the following points: Wright Ranch Road, the intersection of Brush Creek Road and Highway 135; from the intersection of Slate River Road and Fairway Lane; and ¼ to ½ mile north and south on Highway 135 from the Brush Creek Road intersection.
 - b. Building materials and building design are a critical component of determining compatibility. The buildings shall be designed in a manner that complements the existing architecture and materials that exist in the Brush Creek corridor. Final proposed building heights shall also be included.
12. The applicant shall submit a site plan in compliance with Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way* as part of the Preliminary Plan. The applicant shall work with the County Public Works Director to identify the road right-of-way width and maintain a setback from that right-of-way of 40 feet to the maximum extent feasible. If a modification to setbacks is proposed, the applicant shall identify the proposed modification in the Preliminary Plan application.
13. A requisite component of the proposal at Preliminary Plan shall be dedication of an area for an intercept parking lot and transit; this shall be in addition to parking for the residents of the development. The method of the dedication may include conveyance of land, long-term lease or other alternatives. The applicant shall not be responsible for the cost of construction, maintenance or operation of the intercept parking lot.
14. The applicant shall identify how the proposed project modifications allowed per Section 9-604: A. 6. *Modified Development Standards*, will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare than if the modifications are not approved.
15. The applicant shall submit an analysis of how the project comports with the 2016 Gunnison Valley Housing Needs Assessment, particularly the identification of numbers of units needed at differing AMI categories in the north end of the Gunnison valley.



16. The applicant shall submit a detailed outline of what unit types and in which building(s) (including rental and for sale), units will be available at each AMI category as part of the Preliminary Plan application.
17. The applicant shall consult the Gunnison Valley Regional Housing Authority (GVRHA) to develop draft deed restrictions for the applicable rental units and for sale units and submit those as part of the Preliminary Plan application.
18. The applicant shall, to the maximum extent feasible, adopt deed restrictions on the proposed units that shall be maintained in perpetuity. The applicant shall provide a narrative explaining how the deed restrictions for all units will be maintained in perpetuity, even in the case of foreclosure
19. A third-party oversight agency (such as GVRHA or Gunnison County) shall be the oversight agency responsible for verifying that all tenants and/or buyers meet the deed restriction criteria; the developer may be responsible for paying an administrative fee to that entity for the service.
20. Gunnison County shall maintain the right and authority to enforce deed restrictions placed on the units in this application.
21. The uses of the community center shall be outlined in the Preliminary Plan including hours of operation, commercial uses and expected impacts.
22. A wetland delineation shall be completed in compliance with Section 11-107: *Protection of Water Quality*.
23. The proposed trails on the parcel shall be dedicated and open to the public at-large. A trail easement for possible future connection from Crested Butte to Crested Butte South shall be included in the Preliminary Plan submittal.
24. A water supply plan, in compliance with Section 12-105: *Water Supply* shall be submitted as part of the Preliminary Plan application.
25. The water supply plan shall identify a set of best management practices (including measures, methods, and techniques) for water conservation as part of the Preliminary Plan application.
26. In compliance with the recommendations from the applicant's consultant, John Kaminsky, P.G.:
 - a. A pressure transducer shall be installed in the well on the subject parcel (aka Well MH-23084) which will automatically log the groundwater level on a regular basis prior to submittal of the Preliminary Plan application.
 - b. A step rate efficiency test of the same well shall be completed prior to submittal of the Preliminary Plan application.
27. The applicant shall work with a Colorado licensed water engineer or professional geologist to identify the impacts of proposed wells on neighboring and nearby wells. One or more pressure transducers shall be installed on such neighboring and nearby well(s), subject to permission of well and/or property owners.
28. The applicant shall complete a well pump test in January or February to ensure that a year-round consistent supply of water will be available to the proposed development in compliance with Section 12-105: *G. Well Testing*.
29. A plan for wastewater treatment in compliance with Section 12-106: *Sewage Disposal/Wastewater Treatment* shall be submitted as part of the Preliminary Plan application.



30. The applicant shall submit a written application for service to the East River Regional Sanitation District (ERRSD) prior to submittal of the Preliminary Plan application. The applicant shall work to obtain wastewater treatment service from the ERRSD to the maximum extent feasible. If it is determined to not be feasible by the applicant, a financial analysis of connection to ERRSD compared with development of new on-site wastewater treatment facility shall be submitted as part of the Preliminary Plan application.
31. The applicant shall submit a traffic study in compliance with Section 12-106: E. as part of the Preliminary Plan application.
32. The County reserves the right to require a third party review of the traffic study and the impacts of traffic on Brush Creek Road and Highway 135; the applicant shall be responsible for a pro-rata share of that cost.
33. Berms and/or other landscaping that will screen the development from neighboring property owner, particularly along Brush Creek Road and Wright Ranch Road shall be included as an element of the Preliminary Plan submittal, along with visual renderings of how the landscaping will appear in year 1, year 5 and year 10.
34. Integrating the standards of Section 13-119: *Standards to Ensure Compatible Uses*, as well as other measures to mitigate issues raised during this Sketch Plan review, is required within the Preliminary Plan submittal. Mitigation must address: density, compatibility, intensity of uses, amenities, buffering the neighbors from impacts, building concepts, materials, and design standards, sketch elevations, maintaining existing trail easements, water supply and wastewater treatment, compliance with Town of Crested Butte's Three Mile Plan in the context of the proposed density and impacts to recreation, traffic congestion, flow, safety and bus loops, and bus service.
35. Preliminary and final plan applications shall not be combined. Each phase shall be submitted separately.
36. Approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all of the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.
37. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within 12 months after the date of approval of the Sketch Plan. Per Section 7-202: Q. *Extension of Submittal Deadline*, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.
38. This approval is founded on each individual requirement. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement, this approval is null and void.
39. This Sketch Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.



- 40. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
- 41. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

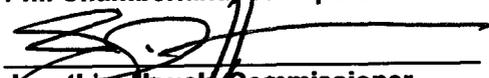
THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Messner, seconded by Commissioner HOUCK, and adopted on this 7th day of August, 2018.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO**



Phil Chamberland, Chairperson

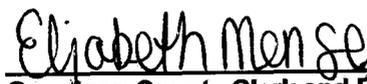


Jonathan Houck, Commissioner



John Messner, Commissioner

ATTEST:



Gunnison County Clerk and Recorder.
DEPUTY



From: [Will Dujardin](#)
To: [Lynelle Stanford](#)
Subject: Fwd: Dissappointed with lack of action on housing for working class
Date: Friday, July 12, 2019 8:34:11 AM

Can you add this to public record?

Will Dujardin
Crested Butte Town Council

wdujardin@crestedbutte-co.gov
Cell: (201)-572-0605

SENT FROM MY PHONE, please excuse brevity or typos

From: Alexis Bauer <octopuscoffeeinc@gmail.com>
Sent: Thursday, July 11, 2019 11:52:16 AM
To: J Schmidt; Paul Merck; Laura Mitchell; Chris Haver; Will Dujardin; Candice Bradley; Mallika Magner
Subject: Dissappointed with lack of action on housing for working class

Hello there,

I've recently moved back to Crested Butte after 17 years away and launched Octopus Coffee in what was the Secret Stash. I am writing because in spite of my crippling workload, I feel the need to speak out about the incredible shortage of working class individuals here in the valley.

My frustration with this issue peaked when I recieved an email about the amazing opportunity to purchase housing for my staff with the Paradise Park project...the 15 condo 'affordable housing' project that no one could afford. I heard a condo went to a woman who works for Western State, not sure how that is helping solve the town's issues. Even if I had bought all 15, I really need a crew of 24 to run my restaurant well. Restaurants need a lot of bodies to run well.

The thing is, we don't need 15 condos. I think that became clear when no on stepped up to buy them. The condo is a poor idea, no family would want it because: one bedroom. Our families keep moving away, culture shifts every time we lose one. No new arrival would want it because ski bums don't make that much cash (their priority is recreation, not posh housing...remember how we all used to sleep on each other's couches? Seven to a house? Because cheap was the goal? This town functioned when we lived like that, in spite of what our parents wanted for us)

We need housing for 3-500 (guessing on actual number, hopefully someone knows the true target) working class people and we need it now. What happened to Brush Creek? Why do we have three tennis courts near the four way instead of housing? Retail and restaurant industries are workforce dependant industries. From my math, we provide the town with 65% of it's operating budget...where is our housing? Why has the laundramat and showers for the intrepid summer campers been taken away? There are even less people to hire this summer than last summer. People need incentives to make the correct choices. Just because a laundramat is privately owned doesn't mean the town isn't reliant on it, we can have input about whether a billionaire feels like providing an essential service or not.

Recently, I read this article: <https://vancouversun.com/news/local-news/vancouver-may-consider-different-empty-home-tax-rate-for-foreign-owners> I found it fascinating. The town of Vancouver was suffering from a lack of workforce issue because too many investors were buying up realstate and not renting it. Empty houses everywhere and nowhere for anyone to live. They use the tax on empty/non-actively rented homes to generate revenue for city-funded affordable housing. And, even without building, because of the tax, folks started renting their homes immediately. The real estate market, which had risen 100% in the past 10 years, only fell by 12%. That's still a huge gain for real estate (in case anyone is worried about realtor incomes). Have we thought of this? How many empty mother in law units are there? I drive to work past hundreds of empty houses every single day, yet anyone I want to import to work here has nowhere to live.

We aren't incentivizing correctly.

Also, I'd just like to bring up another issue: the work force most of us in retail and restaurants are using is under the age of 18. In fact, I only have one individual older than 18 working for me, I moved her here from Grand Junction. But, contemplate this: we have restaurants in our town chock full of 15, 16 and 17 year olds with no food handling safety backgrounds operating without breaks because there isn't enough labor force to provide for breaks comfortably (I can't tell you how often I hear that it is weird that we give the legally mandated breaks at Octopus Coffee, we do not skip breaks but I am hearing that many others do) in restaurants that are overwhelmed with business. It's not great. It's not good. It's very very bad. I found diced tomatoes in my proofer because the kid thought it was a fridge. I tossed them, as we all should, but would all overworked restaurant owners toss prepped food that got misplaced? And expend their own precious efforts to re-purchase and re-dice that food? I think we know the answer to that. Staffing shortages are clearly a safety issue. We need restaurant professionals in town. From the few I've talked to, all working in other industries, they refuse to work for CB restaurants

because the labor shortages have made the workload unbearable.

This is the industry that provides 30-36% of town's revenue. It is unbearable.

Food born illness breakouts are happening, just ask our health inspector. This means that we are spending money to bring in tourists to make them sick with our unsafe, overburdened working place conditions. As far as I can tell, this is because second, third and seventh homeowners do not want housing for 'those people' in their neighborhoods (yeah, brush creek I'm talking about you). This is not safe. Kids are going to lose fingers with knife accidents, suffer burns, slip and fall due to exhaustion and serve substandard/undercooked food. This is bad.

When I brought my business here, happy to return to a fabulous community I had such fond memories of, I was expecting to deal with a workforce with a lot of absenteeism, theft and drug use-ski bum population problems-but instead I have no workforce at all. My solution is to shut down my storefront. There is just no one to hire. I can't stay open past noon, I'm retooling my Elk Avenue shop to become a factory and focus on wholesale and booking events, we have enough bodies for that. I refuse to injure children because gentrification is blind to number of bodies required to provide the services the gentrified desire. I read online that tourists already warn other potential visitors to bring food if they have children because wait times for breakfast, lunch and dinner are excessive and lead to a week of continual hangry meltdowns. That's bad..

Please stop wasting money on 15 condo 'solutions.' We don't need poshy one room condos for the 6 people in town who don't directly work in retail/food. We need cinderblock apartments that can withstand the tenant's seven friends from Denver coming to 'crash' for three weeks with their 5 dogs. Center drain in each apartment, hotsy it out and reset for the next college-age-outdoor-loving-individual who wants to ride all our trails before moving on to Jackson Hole. We need it for the kids. They deserve exciting and fun summer jobs where they learn new skills and develop work ethics, not terror filled days of desperate labor trying to keep up. We need it for the homeowners who you have burdened with the task of becoming landlords for one of the most difficult to house tenants. Ski bums aren't gentle on our sweet old historic homes, I can't tell you how many homeowners I've talked to who lost \$10-20,000 in damages after renting to partying ski bums for only 6 months...no wonder they airbnb their housing or chose laptopppers from Denver to rent to.

Also, all our sustainability initiatives are threatened by workforce shortages. I'm going to, for the first time in 17 years, switch to all paper plates/cups because I have no one to wash dishes. I've cried about this. Sustainability has been at the core of my business model for seventeen years, and I can't find dishwashers so I need to make it all trash. Who else is operating like this because

we need two divers and we only have none?

I wish I had time to come to meetings, but I don't. I'm working 14 hour days, seven days a week because I'm one of the 3 educated people in my 2,500 square foot restaurant. I just hoping my voice can be heard, so I'm writing this letter. In case any of you are on the fence, in case any of these perspectives are new, in case I can make a difference. All over the country the divide between the poor and the rich is growing, but here in Crested Butte, it's the worst I've seen anywhere. It's not too late. Donita's isn't shut yet. Elk still is quaint. But if we let this go any further, only companies that can afford J1 visas and the paperwork they entail will be moving in. That's the simple truth. If someone made me an offer, I'd sell my lease tomorrow, the workload is just too much, the imbalance is just too great.

I have hope this letter will help in some way.

Respectfully,
Alexis Bauer

From: [Diana Graves](#)
To: [J Schmidt](#); [Paul Merck](#); [Laura Mitchell](#); [Chris Haver](#); [Will Dujardin](#); [Lynelle Stanford](#); [Candice Bradley](#); [Mallika Magner](#)
Subject: Greenhouse Gas Emissions
Date: Sunday, July 07, 2019 12:14:06 PM

Re the following 'Strategy' listed in the CB News this week to "Discourage single-occupancy vehicle use and encourage bus use"

I have long thought that the Tourism Association could promote CB as a pedestrian/bike friendly place. "In Crested Butte you can park your car at your accommodations, and leave it there for the entire time of your stay. Enjoy the Town leisurely on a bike, walking, or riding the colorfully painted free buses."

There could be signage as you drive into CB "drive, walk or bike. Remember that pedestrians have the right of way."

Ads could say "Enjoy the slower pace and ambience of this historic village by leaving your car parked."

"Walking the alleys is interesting - flowers, alley houses, oh, and a two-story outhouse. "

Information about CB could include that the speed limit is 15 mph BECAUSE the streets are shared by strolling pedestrians and bikers. " Come to CB to enjoy a slower more relaxed lifestyle for your vacation."

Walking, biking, busing - while leaving your car parked at your condo - are an enhancement for visitors not found in many resorts. If we could push that in our Tourism ad campaigns, with better slogans than I have suggested, we could further set our Town apart!

And the cost for doing this??? Well, not much, eh?? We should just do it!!!

Thank your for your consideration of this idea, and thank you for your service!!

Diana Graves
718 9th

Agenda
Design Guideline Committee - Work Session
Wednesday
July 3, 2019

- 2:30 Call to order.
- 2:31 Review information forwarded from the full Board per the June 20th public meeting and comments received from the design community.
- 4:00 Continue to review remainder of Chapter 4.
- 4:45 Adjourn.

*The Design Review Committee is a sub-committee of the Board of Zoning and Architectural Review.
The above times are only tentative. The meeting may move more quickly or slowly than scheduled*



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, July 16, 2019

Council Chambers

1. 5:00 PM - WORK SESSION - 2.9% LODGING TAX

- 1.1. The Mt. Crested Butte Town Council invites Citizens to discuss the Town Council's proposed 2.9% Lodging Tax to support Workforce Housing.

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT

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

5. APPROVAL OF MINUTES

- 5.1. Approval of the June 28, 2019 Special Town Council Meeting Minutes
- 5.2. Approval of the July 2, 2019 Regular Town Council Meeting Minutes

6. REPORTS

6.1. Town Manager's Report

6.2. Department Head Reports

- 6.2.1. Community Development Report
- 6.2.2. Finance
- 6.2.3. Police Department
- 6.2.4. Public Works

6.3. Town Council Reports

6.4. Other Reports

- 6.4.1. Crested Butte Devo – Summer 2019 Admissions Tax Report – Amy Nolan
- 6.4.2. Tourism and Prosperity Partnership “TAPP” Update – John Norton

7. CORRESPONDENCE

8. OLD BUSINESS

- 8.1. Discussion and Possible Consideration of Resolution No.1, Series 2019 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Accepting the 2018 Audit for the Town of Mt. Crested Butte – Karl Trujillo
- 8.2. Discussion and Possible Consideration of Resolution No. 3, Series 2019 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado Calling a Special Election of the Town to Submit a Ballot Question to the Voters at the General

Election to be Held on November 5, 2019, Concerning an Excise Tax on the Price Charged on all Short Term Rentals within the Town of Mt. Crested Butte, Colorado, to Provide Funding for Workforce Housing

9. NEW BUSINESS

- 9.1. Discussion and Possible Consideration of a Lot Line Vacation and Adjustment Replat Application Submitted by Debora and James Alsup and Kathleen and Scott Schofield to Vacate the Lot Line Between Lot 41 Elk Run Subdivision (39 Ruby Dr) and Lot 35 Elk Run Subdivision (18 Aspen Lane) and Adjust the Lot Line Between Lot 41 Elk Run Subdivision and Lot 31 Timberland Subdivision (100 Anthracite Drive) – Leah Desposato
- 9.2. Discussion and Possible Consideration of Resolution No. 4, Series 2019 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Authorizing the Conveyance of Real Property
- 9.3. Discussion and Possible Consideration of the Updated Admissions Tax Application and Guidelines – Roman Kolodziej

10. OTHER BUSINESS

11. ADJOURNMENT

GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE
GUNNISON, COLORADO; IN THE 2ND FLOOR
COUNCIL CHAMBERS

Approximate meeting time: 2 hours

TUESDAY

JULY 9, 2019

REGULAR SESSION

5:30 P.M.

I. Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):

II. Citizen Input: (estimated time 3 minutes)

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

III. Council Action Items:

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

○ **Approval of the June 25, 2019 Regular Session meeting minutes.**

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

Staff contact: Deputy City Clerk Tara Kindall

○ **Excuse Councilor Logan from the June 25, 2019 Regular Session meeting.**

Background: Councilors are allowed to be formally excused from a Regular, Special or Reorganization Session meeting by a quorum vote of the City Council per Section 4.4 (F) of the Gunnison Municipal Home Rule Charter.

Staff contact: City Clerk Erica Boucher

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

- Approve the minutes of the June 25, 2019 Regular Session meeting; and
- Excuse Councilor Logan from the June 25, 2019 Regular Session meeting.

Estimated time: 2 minutes

B. Rock Creek Housing project.

Background: A proposed development for Lot 22 near Rock Creek Subdivision is being considered. Specifically, the proposed development's connection with Colorado has been the subject of review by the City with County Officials. An update with Council on this project is requested. Gunnison County staff have been invited to participate in the update.

Staff contact: Public Works Director David Gardner

Action Requested of Council: No action requested. Discussion item only.

Estimated time: 15 minutes

C. Presentation on HB 19-1033; Cigarette and Tobacco\Nicotine Products tax.

Background: HB 19-1033 was approved by the Colorado legislature during the past session and was signed by Governor Polis on March 28, 2019. The bill gives authority to local governments to regulate sale to and possession of nicotine products by minors. It further allows counties and municipalities to impose a special sales tax on cigarettes, tobacco and nicotine products following voter approval to be administered by the county or municipality. GCSAPP Director Kari Commerford will be available to answer questions.

Staff contact: City Manager Russ Forrest and Finance Director Ben Cowan

Action Requested of Council: To provide staff with direction regarding an annual license, age allowance, and taxation of cigarette and tobacco/nicotine products.

Estimated time: 20 minutes

D. Resolution No. 7, Series 2019: *a resolution of the City Council of the City of Gunnison, Colorado, directing the City Clerk of the City of Gunnison to conduct a Regular Municipal Election scheduled for November 5, 2019, coordinated with the County of Gunnison, Colorado for the purpose of electing three City of Gunnison Councilmembers.*

Background: On November 6, 2018, electors of the City of Gunnison approved Ballot Question 2A amending the Gunnison Home Rule Charter to make the City's regular election date the first Tuesday in November of odd numbered years. Electors also approved Ballot Question 2B which extended the current Councilmembers terms by six months from May to November. The City needs to run a regular election in coordination with Gunnison County to fill three open councilmember seats.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: Introduce, read by title, motion and vote to pass and adopt Resolution No. 7, Series 2019 and to direct Staff to notify the county clerk in writing that the City of Gunnison will hold a regular election in November 2019 to fill three open councilmember seats. If Council would like to further consider the nicotine issue as it relates to a ballot question staff would recommend tabling this item until July 23, 2019.

Estimated time: 10 minutes

IV. Reports:

City Attorney Report

City Clerk Schedule Update and Semi-Annual Report

City Manager Strategic Projects Update and Report

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

V. Meeting Adjournment

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

City of Gunnison
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTE THAT, pursuant to Section 6.7 and 10.5 of the *City of Gunnison Land Development Code*, a public hearing will be held at the hour of **5:30 PM on the 23rd day of July, 2019**, in the City Council Chambers, Gunnison Municipal Building, 201 West Virginia Avenue, Gunnison, Colorado on the merits of Text Amendment application, ZA 19-5, proposing modifications to Table 2-3 Principal Use Table and Section 3.11 Other Use Standards regarding the addition of Artisan Maker's Space within the *City of Gunnison Land Development Code*.

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

Written comments may be submitted to the City Clerk's Office located in City Hall, 201 W. Virginia Avenue, Gunnison, CO; mailed to the City Clerk at PO Box 239, Gunnison, CO, 81230; or emailed to eboucher@gunnisonco.gov until 12:00 PM on Friday, July 19th, 2019.

By order of Erica Boucher,
City Clerk /s/ Erica Boucher

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

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DATE: Tuesday, July 2, 2019

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30 am
- Call to Order
 - Agenda Review
 - Minutes Approval:
 1. 5/28/19 Special Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Liquor License Renewal; Roberts Corporation dba Harmel's Ranch Resort; June 17, 2019 – June 17, 2020
 2. Liquor License Renewal; Crested Butte, LLC dba Ice Bar / Rest Twister Warming; July 15, 2019-July 15, 2020
 3. Subcontract; Delta, Gunnison & Hinsdale County; Options for Long Term Care
 4. Ratification of Commissioner Signature; Grant Agreement; U.S. Forest Service; Noxious Weed Management; \$6,000
 5. Grant Application; Colorado Department of Public Health & Environment; Office of Planning, Partnership & Improvement; West Central Public Health Partnership; \$30,000
 6. Service Agreement; 10th Amendment; CoreSource, Inc.; Effective January 1, 2019
 7. Agreement; Off-Airport Transportation; CB Limo, LLC
 - Scheduling
- 8:40
- County Manager's Report
- 8:50
- Deputy County Manager's Report
- 9:00
- Boundary Line Adjustment; Vista Business Park & Signal Peak Industrial Park
- 9:05
- Building Permit Request; Ohio City Fire Department
- 9:10
- Policy Directive Draft; Land Use Resolution
- 9:40
- Resolution; A Resolution Regarding Consumption of Alcoholic Beverages on Gunnison County Property
 - Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - Adjourn

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

Tuesday, August 6, 2019**Work Session**

Town Attorney Discussion

Consent Agenda

CC4CA Policy Statement

Presentation on the Audit

Execution of Contract with Energy Services Company for Investment Grade Audit and Energy Performance Contracting Services of Town Facilities, Parks, and Vehicle Fleets.

New Business

Bid Award for Hockey Changing Rooms and Budget Amendment

Schutt Trail License Agreement

Ordinance - The Center for the Arts Lease

Ordinance No. 28, Series 2019 - An Ordinance of the Crested Butte Town Council Approving:

(1) the Assignment of the Town's Conservation Easement in Kikel Parcel A to Crested Butte Land Trust, (2) the Termination of the Town's Covenant to Limit Development on Kikel Parcel A, and 3) Granting New Conservation Easement to Crested Butte Land Trust in Exchange for the Conveyance of Kikel Parcel A from Crested Butte Land Trust to the Town of Crested Butte.

Late Night Town Taxi Update

Tuesday, August 13, 2019

Hold for Budget Retreat - 4PM to 6PM

Monday, August 19, 2019**Consent Agenda**

Resolution No. Series 2019 - A Resolution of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for the Film Festival's use of 620 Second Street, AKA Big Mine Warming House

Tuesday, September 3, 2019**Work Session**

Henderson Park Design Presentation

Future Items

- Quarterly Financial Reports
- Heights Open Space Plat Note and Covenants
- Annual Report from the Creative District Commission - October
- Snow Plan - October
- Deadline for Presentation of Annual Budget - October 15th
- Annual Report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte - November
- Funding Agreement with the Chamber - December
- Ordinance - CO Model Traffic Code 2018
- Ordinance - Creative District Restructuring

- Briefing of the Legal Implications of Vested Rights