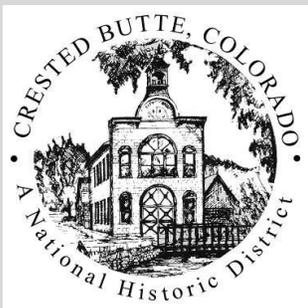


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, July 24, 2017
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) July 10, 2017 Regular Town Council Meeting Minutes.
- 2) Grand Traverse Mountain Run Registration Expo on September 1, 2017 at the Nordic Center and Starting in the 200 Block of Elk Avenue at 6AM on September 2, 2017.
- 3) Resolution No. 46, Series 2017 - Resolutions of the Crested Butte Town Council Amending Recreation Easement Reception Number 581213 with Hidden Mine Ranch, LLC for Realignment of Baxter Gulch Trail and Authorizing the Mayor to Execute a Letter of Support for the Abandonment of the Raw Land Easement Reception Number 443569 Book 726 Page 596 to the United States Forest Service.
- 4) Resolution No. 47, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.

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

7:06 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:30 PUBLIC HEARING

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

7:35 2) Ordinance No. 18, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 508 Maroon Avenue to Crested Butte Mountain Educational Radio, Inc. DBA KBUT.

7:40 3) Ordinance No. 19, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 6, Article 5 of the Crested Butte Municipal Code to Amend Regulations for Certain Businesses that Sell, Manufacture, and Test Retail Marijuana and Marijuana Products.

7:50 NEW BUSINESS

- 1) Ordinance No. 20, Series 2017- An Ordinance of the Crested Butte Town Council Amending Section 6-4-10 to Add the Term Booth.

8:00 2) Ordinance No. 21, Series 2017 - An Ordinance of the Crested Butte Town Council Approving an Intergovernmental Agreement with the Town of Mt. Crested Butte for the Formation and Ongoing Operation of Mountain Express.

- 8:10** 3) Presentation by the Crested Butte Land Trust on the 2018 Gunsight Bridge Replacement Project.
- 8:25** 4) Possible Approval of Restaurant/Bar Seating on Public Sidewalks for Public House LLC DBA Public House Located at 202 Elk Avenue.
- 8:30** 5) Appointment of Members of the Public to the Parking Committee.
- 8:40** 6) Presentation by Cypress Foothills LP on River Trail Extension and Improvements to the Public Works Yard.
- 9:10** 7) Resolution No. 48, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Development Improvements Agreement for the Slate River Development.
- 9:25** 8) Resolution No. 49, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Water Service Agreement for the Slate River Development with Cypress Foothills, LP.
- 9:40** 9) Presentation and Possible Direction on Hiring Residential/Vacation Rental Inspector for the Implementation of the Vacation Rental Regulations.
- 9:55** 10) Resolution No. 50, Series 2017 - Resolutions 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 7, 2017 and Authorizing the Town Clerk to Enter Into an Intergovernmental Agreement With the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.
- 10:00** **LEGAL MATTERS**
- 10:05** **COUNCIL REPORTS AND COMMITTEE UPDATES**
- 10:20** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**
- 10:30** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**
- *Tuesday, August 8, 2017 - 6:00PM Work Session - 7:00PM Regular Council*
 - *Monday, August 21, 2017 - 6:00PM Work Session - 7:00PM Regular Council*
 - *Tuesday, September 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council*
- 10:35** **ADJOURNMENT**

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

Mayor Michel called the meeting to order at 7:30PM.

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

Staff Present: Town Manager Dara MacDonald, Interim Town Attorney Barbara Green, and Town Clerk Lynelle Stanford

Chief Marshal Mike Reily, Finance Director Lois Rozman, Community Development Director Michael Yerman, Public Works Director Rodney Due, and Parks and Recreation Director Janna Hansen (all for part of the meeting)

APPROVAL OF THE AGENDA

Michel reiterated Ladoulis's request that #3 from Consent Agenda be moved to New Business. Schmidt commented on the maps submitted by the Arts Festival.

Schmidt moved and Merck seconded a motion to approve the agenda with the removal of item #3 to the first item under New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) June 19, 2017 Regular Town Council Meeting Minutes.**
- 2) Crested Butte Arts Festival Closing Elk Avenue from 2nd Street to Mid-Block 5th Street, 2nd Street from Alley to Alley, and 3rd Street from Alley to Alley from August 4 to August 6, 2017.**
- 3) Yeti Tribe Gathering Located at the Town Gravel Pit Area on July 21 to July 23, 2017.**
- 4) Approval of Spring Community Grants.**
- 5) Letter of Support for Nordic Center Request for Trail Easement on McCormick Ranch.**
- 6) Resolution No. 40, Series 2017 - Resolutions of the Crested Butte Town Council Authorizing the Town Manager to Enter Into a Service Agreement With the**

Colorado State Forest Service Gunnison Field Office for Community Forestry Assistance.

7) Resolution No. 41, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Marshall-Jones Minor Subdivision Located Within the NW ¼ NE ¼ Section 3 Township 14 South, Range 86 West, of the 6th Principal Meridian, Town of Crested Butte, Gunnison County, Colorado.

8) Resolution No. 42, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Appointment of M'Lissa Story and Don Seastrum to the Crested Butte Creative District Commission for Three Year Terms.

9) Resolution No. 43, Series 2017 - Resolutions of the Crested Butte Town Council Awarding a Temporary Arts Installation Located at the Center for the Arts in an Amount Not to Exceed \$3,000.

10) Resolution No. 44, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Lease Agreement for the Rental of 721 Butte Avenue Unit I Located in Poverty Gulch with Robert Nevins.

11) Proclamation for the Trust for Public Land (TPL)

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

STAFF UPDATES

Janna Hansen

- The skate park would be closed next week for repairs. Schmidt pointed out no one was wearing a helmet that he noticed at the skate park.
- Outfield fence at Gothic Field was in a state of disrepair due to snow, and it was determined not repairable. The insurance company would process a claim for replacement.
- Kristy Harris from United States Tennis Association (USTA) had been here. Instructor Jackie Bingham-Levine was recognized.
- They were working on a plan for the warming house. She would have an update at the next meeting.
- Crews were working hard to keep parks clean, after a weekend that the parks had been described as trashed.

Rodney Due

- There was a delay on Poverty Gulch, and contractors were behind on work. MacDonald confirmed that Council approved a 2-month lease for the new planner on the Consent Agenda.

- The Transportation Center was going well. They would work on plumbing and electricity next week.
- Paving was moving along.
- The wastewater treatment plant project was going well. They were doubling up on work scheduled.
- They had been doing many PSAs to remind the public on watering restrictions. Long-term they had to consider expanding the pipe from the reservoir to the plant.
- Petito questioned what had happened to the trees from the Center with the idea of reusing the wood. Due said they had been removed.

Lois Rozman

- She was still working on four insurance claims for property damage. CIRSA was an awesome partner.
- She included May sales tax in the packet, which was up 6%. Sales tax was down in the month of February, but now it was 2% up.
- HR had been busy. They were working on updating the personnel handbook.
- She was gearing up for the 2018 budget.

Michael Yerman

- The incoming Town Planner, Bob Nevins, would start on July 31st. He was coming from Jackson Hole.
- Town hit the 30% cap on vacation rental licenses.
- They would try to have a special public meeting on the 27th to talk about short-term rentals. It would be an informational session for the public.
- TPL would be in Town next week.
- Mentioned the special meeting (BOZAR) on the 19th for the Crested Butte Hotel.
- Thanked Dale Hoots for taking on the Poverty Gulch project. They were trying to get floors and appliances in before advertising. It would be first advertised as an ADA unit through GVRHA. Then, it went on to a Town employee and then a lottery to the general public.

Mike Reily

- There was a bear that was becoming active. He reminded of garbage regulations.
- Summer was busy; however, little things were not being left out, like parking and watering regulations. He appreciated the hard work from his staff.
- Michel questioned the busy-ness of the 4th of July. Reily guessed there were just less than 9,000 people. It was not quite as busy as last year.
- Schmidt wondered about fire and what Reily was hearing from the County. Reily said it was dry, and people needed to use caution.

Lynelle Stanford

- Petition packets would be available for the election on Monday, July 24. Petitions could be circulated from August 8 to August 28 at 5PM.
- She mentioned upcoming special events.

- Informed the Council there would be an ordinance on the next agenda to add a definition of booth to the vending section.
- There would be a resolution for the election on the next agenda.
- Work was moving forward on the Jokerville Mine Rededication fencing.

Dara MacDonald

- Mountain Express IGA had expired. They were working on revisions, but they were not anticipating significant changes.
- They were in discussions on how to accommodate the desire for structures to house busses for Mountain Express.
- She informed the Council about the upcoming emergency management class on August 23rd.
- Budget season was starting. She asked how Council wanted to proceed. Michel suggested a retreat to discuss.
- Waste Management was having trouble with compliance and abusive behavior towards drivers.
- Charter had been in touch regarding the expired cable franchise. She was not expecting changes from the previous agreement.
- The next CAST meeting would be in Silverthorne from the 24th to 25th.
- Town Hall bikes were painted.
- Staff Infections had won one game.
- Ladoulis questioned the Town Attorney hiring process. Council decided to discuss under Other Business.

PUBLIC COMMENT

Schmidt recused himself and left the room.

Michel opened public comment for a limited purpose:

David Arkoette - 721 Butte - President of Condo Association

- He lived above the unit that was being remodeled (at Poverty Gulch). He helped to expedite the process.
- They had a new plat that was not approved, and it had to be approved before selling the unit.

Schmidt returned to the meeting.

PUBLIC HEARING

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

Michel confirmed proper public notice had been given.

Yerman said nothing had changed since the ordinance was last presented. He explained they were adding definitions of rectories and charity pantries. He provided background on the ordinance. The applicant was present for questions. The public hearing was opened to public comment. There were no comments from the public, and the public hearing was closed. There was no Council discussion.

Merck moved and Mitchell seconded a motion to approve Ordinance No. 16, Series 2017. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Yeti Tribe Gathering Located at the Town Gravel Pit Area on July 21 to July 23, 2017.

Ladoulis recognized the event was a corporate event, and he wondered if they were setting precedent. His main interest was what Town’s policy was going forward. Michel summarized the question was to what extent to allow a public asset to be used for private gain. Ladoulis suggested that events not be included on the Consent Agenda if they were organized by for profit corporations. Mason added that if something big came up, it would not be on Consent Agenda. Michel pointed out that Council members could always remove items from Consent Agenda for further discussion. Schmidt noticed there was camping around the ball diamonds in the application. He wanted to make sure the public could still use the bathrooms and park. Hansen made it known to event organizers that the bathrooms would be open to the public.

Ladoulis moved and Merck seconded a motion to approve the Yeti Tribe Gathering special event application. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

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

Emily Artale introduced herself and explained she was with Lotus Engineering and Sustainability, a sustainability-consulting firm that was assisting Gunnison Valley Regional Housing Authority (GVRHA) in developing programs in Gunnison County. Jennifer Kermode from GVRHA also introduced herself.

Artale informed the Council that they were working to develop a valley-wide energy efficiency rebate program. Artale explained the background on how they could make it work. She reviewed the three types of income qualifications, the process of using the program, and services offered. It was a multi-jurisdictional, multi-stake holder plan. She stated they wanted to invest in the community. The program would be locally administered and would help communities with the affordable housing crises, and energy efficiency could be used to address poverty within the community.

Artale reviewed program stakeholders and their roles as well as grants for which they were applying. She wanted to introduce the program, and she was making the request for the 2018 budget discussions. Their request was starting at \$5K. Kermode explained how the fees paid to GVRHA were used, and that the annual ask was just covering current operations. Schmidt acknowledged the Town had tougher regulations on energy efficiency. It didn't seem fair to him that the Town paid for other jurisdictions not implementing tough enough regulations in the past. Schmidt stated the Town was supportive of energy regulations.

Kermode asked the Council to separate the program development request from the annual contribution to the Housing Authority for operations. Michel reminded the Council they would be having a discussion on carbon footprint at an upcoming work session. They had not yet fully embraced the Energy Action Plan. The request would fit in well with the carbon reduction goal. Merck was in support of what they were saying. Ladoulis identified they needed to consider energy use of large homes. Artale said the program was available to everyone, and they would help anyone with creating links. Michel summarized the Council was receptive, and he encouraged Artale and Kermode to attend the work session. Michel said the budget process could be the Council's action.

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

Executive Director of the GVRHA, Jennifer Kermode, reviewed the history of the IGA and amendments. The references to the lodging tax had been removed. She explained the other changes, including contributions from the entities. Schmidt noticed there was a lodging tax still mentioned in the IGA. Green said they could approve it subject to changes. There was discussion around each jurisdiction's contribution, specific to the County. Schmidt recalled what had been discussed regarding entities' contributions at a retreat. Yerman identified the Housing Authority had been instrumental in getting projects off the ground.

Schmidt moved and Merck seconded a motion to approve the first amendment to the intergovernmental agreement establishing the Gunnison Valley Regional Housing Authority with the caveat of removing all references to lodging tax in Section 4.3 and Section 2.1 and any minor typos. A roll call vote was taken with all voting, "Yes."
Motion passed unanimously.

4) Update and Presentation by Community Development Director Michael Yerman on the Slate River Annexation Process and Future Agreements.

Yerman updated the Council that Cypress received approval from the County, and they were working to get the DIA and surety in place to break ground. Town had obligations coming forward related to the pre-annexation agreements. He provided detailed history on the agenda item.

Schmidt questioned when 8th Street would be constructed. Yerman said it could be this summer. There was a discussion on the voluntary clean-up (VCUP) and Colorado Department of Public Health and Environment (CDPHE). He recapped what Town received from the development deals. He reviewed benefits to Town as part of water and sewer extensions. Yerman referenced additional regulations imposed by Town on the County development. He presented a slide with a list of the next steps. Yerman outlined the agreements that would be included on the next agenda, including the boater easement. There was a discussion occurring with Mountain Express on fencing and covered parking. Yerman explained the process moving forward. Schmidt stated that benefits to Town were at the back end. He questioned the leverage to make Cypress finish, which Yerman said was in the contract. Green said they wouldn't assume the risk of developing without a VCUP, and Town was protected by the pre-annexation agreement. Additionally, Town could make water and sewer contingent upon the annexation. Schmidt said boater access meant one thing. Michel described upcoming work. There was discussion on past negotiations and agreements. Yerman said the DIA was for the protection of the Town. Green concurred she would look at the agreements. She said the VCUP was the trigger to everything. Yerman said the first thing they would do is the clean-up. Green assured the Council that Paul Casey, working for Cypress, invented the VCUP process, and he was very good.

5) Discussion and Possible Action Regarding Selection of a Developer for the Brush Creek Parcel.

Merck, Schmidt, and MacDonald attended a meeting on the Brush Creek Parcel. She said the partners were in alignment of moving forward with Gatesco. She listed reasons for their comfort-level with Gatesco. MacDonald informed the Council that the proposal included a transit component. The three partners had already indicated their decisions. MacDonald reviewed the process, including the public input components. Schmidt said the biggest unanswered question was water and sewer. He said they hadn't considered traffic at the intersection with Brush Creek Road and the highway. MacDonald said there were stopgaps in place in the County's process, and CDOT would have to review. Merck said they were tasked with picking between the two developers. Ladoulis wondered what was fundamentally different from this program compared to Anthracite Place. MacDonald listed reasons: they had a depth of experience; they were not aiming as low on the income scale as Anthracite Place; half of the project would not be income limited; and they had a long-term time horizon for the return on investment.

Merck moved and Mitchell seconded a motion to direct the Town Manager to convey to the Participating Parties the Town Council's support for proceeding in negotiations with Gatesco for the development of Brush Creek parcel in a manner similar to that proposed in the attached RPF response. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

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

MacDonald stated that Town had occupied properties with expired leases. Town worked on proposing a fair amount to move towards. The Mountain Theatre requested they end up below what the Council had set in the policy, due in part to their utilization. There was a clause in the lease that recognized the value of the property.

Mason moved and Schmidt seconded a motion to set Ordinance No. 17, Series 2017 for public hearing on July 24th. **Motion passed.**

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

Petito recused himself and left the room.

Ladoulis moved and Mitchell seconded a motion to set Ordinance No. 18, Series 2017 for public hearing on the July 24th Council meeting. **Motion passed.**

Petito returned to the meeting.

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

Schmidt suggested they move the closing time to 10PM, for review within one year. MacDonald reminded that the Chief Marshal was in favor of 9PM, not 10PM. Mason thought 10PM required more public input. Michel said they could change the time at the public hearing. Michel was in favor of 9PM. Mason and Mitchell agreed. Merck agreed with Schmidt on 10PM. Petito said he could agree with 10PM. Mitchell recommended they go with 9PM and then review in a year.

Mason moved and Merck seconded a motion to set Ordinance No. 19, Series 2017 for public hearing on July 24th. **Motion passed.**

LEGAL MATTERS

None

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Paul Merck

- Attended Creative Arts District meeting. He was impressed with progress. They were professional. They were working on a calendar. The money was well spent.
- He went to CML conference last week. They toured Breckenridge's affordable housing. They talked about how to run meetings.

Roland Mason

- He would attend a Mountain Express meeting next Thursday and RTA this Friday.
- At RTA they would be discussing changes from the norm with airlines and buy-downs.
- Mountain Express had been expanding service, such as to CB South and Gothic. Millennials tended to get stranded in Town at the end of the night. He suggested expanding service to later in the night. No one voiced disagreement.
- MacDonald announced the at-large seat was vacant on the Mountain Express Board.

Jim Schmidt

- They met on grants. Sustainable CB asked for a water bottle filling station at the new bathrooms and one at Old Town Hall.
- Met with planner candidates.
- Attended Brush Creek meeting in Gunnison.
- Cemetery Committee was moving ahead with the Jokerville Mine Rededication.
- He would attend a housing meeting on Wednesday. He reported on survey numbers for the tax increase.

Glenn Michel

- There was an OVPP meeting that he didn't attend.
- MacDonald attended mayor/managers in Pitkin.
- He formally announced he would not run for Mayor or Council in the upcoming election.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Michel said they needed to schedule a retreat to discuss how they would move forward with hiring the Town Attorney. Merck announced he would be gone the 17th to the 23rd. There was a discussion on the process for planning. The Council directed the Clerk to determine a time in the morning, the week of the 24th, for two hours, to hold the retreat.

Mitchell thought there should be a porta-potty at the rec path. MacDonald said they needed to look at the ownership boundary. Michel said they could consider in the budget for next year. Merck was aware of a meeting discussing the issue. MacDonald would look into solutions.

Mason asked if there was any way to put down temporary speed bumps. He suggested locals could start putting them out. MacDonald said they wouldn't condone. Council directed Staff to come back with numbers for budget.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

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

Michel confirmed there would be no work session before the next meeting, and it would start at 7PM.

ADJOURNMENT

Mayor Michel adjourned the meeting at 10:26PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

July 24, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Grand Traverse Mountain Run Special Event Application**
Date: July 11, 2017

Summary:

Andrew Arell, on behalf of the Crested Butte Nordic Council, submitted a special event application for the Grand Traverse Mountain Run. The registration expo is proposed for Friday, September 1, 2017 from Noon to 6PM at the Nordic Center. The race is proposed for September 2. The starting line would be in front of the Brick Oven, before the intersection of 3rd Street and Elk Avenue. The starting time is 6AM, and there are no formal road closures requested. The event organizer would provide a course marshal to be stationed at Elk Avenue and 6th Street to allow racers to cross safely through the intersection.

Recommendation:

Approve the Grand Traverse Mountain Run special event application as part of the Consent Agenda.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

GRAND TRAVERSE Mountain RUN

Name of Event: _____

Date(s) of Event: _____

September 1st & 2nd 2017

Name of Organization Holding the Event ("Permittee"): _____

Crested Butte Nordic Council

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

Name of Event Organizer: _____

Andrew Arell

Phone: _____

970.349.1707 x4

Cell Phone: _____

720.404.2311

E-Mail: _____

events@cbnordic.org

Fax Number: _____

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

Phone: _____

Cell Phone: _____

E-Mail: _____

Mailing Address of Organization Holding the Event: _____

Email Address of Organization: _____

Phone Number: _____

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

9/1/17

(See attached Course Description)

Race Registration Expo - CB Nordic Center Lot Noon to 6pm

Race Start Line - Elk Avenue & 3rd Street 6 AM. Race proceeds out Elk Avenue, departing town property onto McCormick Ranch Road.

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

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Friday, September 1st, Noon - 6¹⁵ PM
Saturday, September 2nd, 6 AM - 7 AM

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

Total Time (including set-up, scheduled event, break-down & clean-up): 9/2/17 5:30 - 7:15 / 9/1/17

Expected Numbers: Participants: 200 Spectators: 50 11 AM - 6:45 PM

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

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

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

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

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: _____

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

If Yes, Describe: _____

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

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

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

How much trash do you anticipate generating at the event? minimal

What recyclable products will be generated at the event? none

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

Any trash generated at the Race Start line will easily be contained in Elk Avenue receptacles

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

N/A

Describe Plan for Parking: See attached email

Describe Plan for Portable Toilets and/or Restrooms: public restrooms located at Old Town Hall and Fire Station

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

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

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Temporary traffic halting at Elk Ave / 6th Street for < 3 minutes

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

If Yes, Explain Impact:

Will Your Event Affect Any Handicap Parking Spaces Yes (No)

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

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

As ~~stated~~ Elk Avenue businesses are not operating at this early hour, don't find it necessary to notify.

Does Your Event Include a Parade Yes (No)

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

Signature of Event Coordinator

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

If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application. Town of Crested Butte Sales Tax Application is Attached.

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

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

Contact Name & Phone Number for the Calendar: Race Director - events@cbnordic.org

Event Fee for the Calendar: ~~##~~ \$105 - 150 Website for More Info: www.summerthegrandtraverse.org

Additional Applicant Comments: I will contact the Chamber of Commerce to get that approval to use the parking lot on Friday
Struck from app - confirmed in attached email

Please Review Carefully:

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Idemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Idemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands, including any third party claim asserted against the Town, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any way related to the permitted use, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. In any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

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

Andrew Arell
Print Name Clearly / Signature of Applicant (Permittee)

5/1/17
Date

Application Is Approved: _____ Date: _____

Lynelle Stanford

From: Andrew Arell <events@cbnordic.org>
Sent: Wednesday, July 12, 2017 3:00 PM
To: Lynelle Stanford
Subject: Re: Grand Traverse Mountain Run

Lynell,

To clarify the discrepancies in our application for the Grand Traverse Mountain Run & Bike, here are responses to your questions:

- 1) Participants will be directed in pre-race communications to park personal vehicles overnight on any public right of way.
- 2) As we are no longer holding the bib pick-up at the 4-way lot, this comment may be deleted from the application.
- 3) We again will provide traffic marshal to allow the "start pack" to safely cross 6th street at Elk Avenue. This at the very most, will halt any traffic at 6 AM for less then a minute.
- 4) To clarify the start line location, we will erect our start line directly in front of the Brick Oven on Elk Avenue.

Do you have us on a Council agenda yet? Do I need to attend for this specific event approval , or will it be placed on consent?



Virus-free. www.avast.com

Andrew Arell
Director of Events
Crested Butte Nordic
Cell: 720-404-2311
Office: 970-349-1707 x 4



On Wed, Jul 12, 2017 at 2:37 PM, Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

Hi Andrew,

It's me again... Hope you're having a good day. Couple of quick questions on the Grand Traverse Mountain Run app:

- 1) Please describe plan for parking (such as that people will be parking at the Nordic Center).
- 2) On page 4 of the application there is a section for additional comments that you completed with: "I will contact the Chamber of Commerce to get their approval to use the parking lot on Friday." Are you okay with striking that from the application?
- 3) In past years, the race provided course marshals to control the intersection at 6th and Elk. Is that plan this same this year?

Thanks Andrew – appreciate it!

Lynelle Stanford, CMC

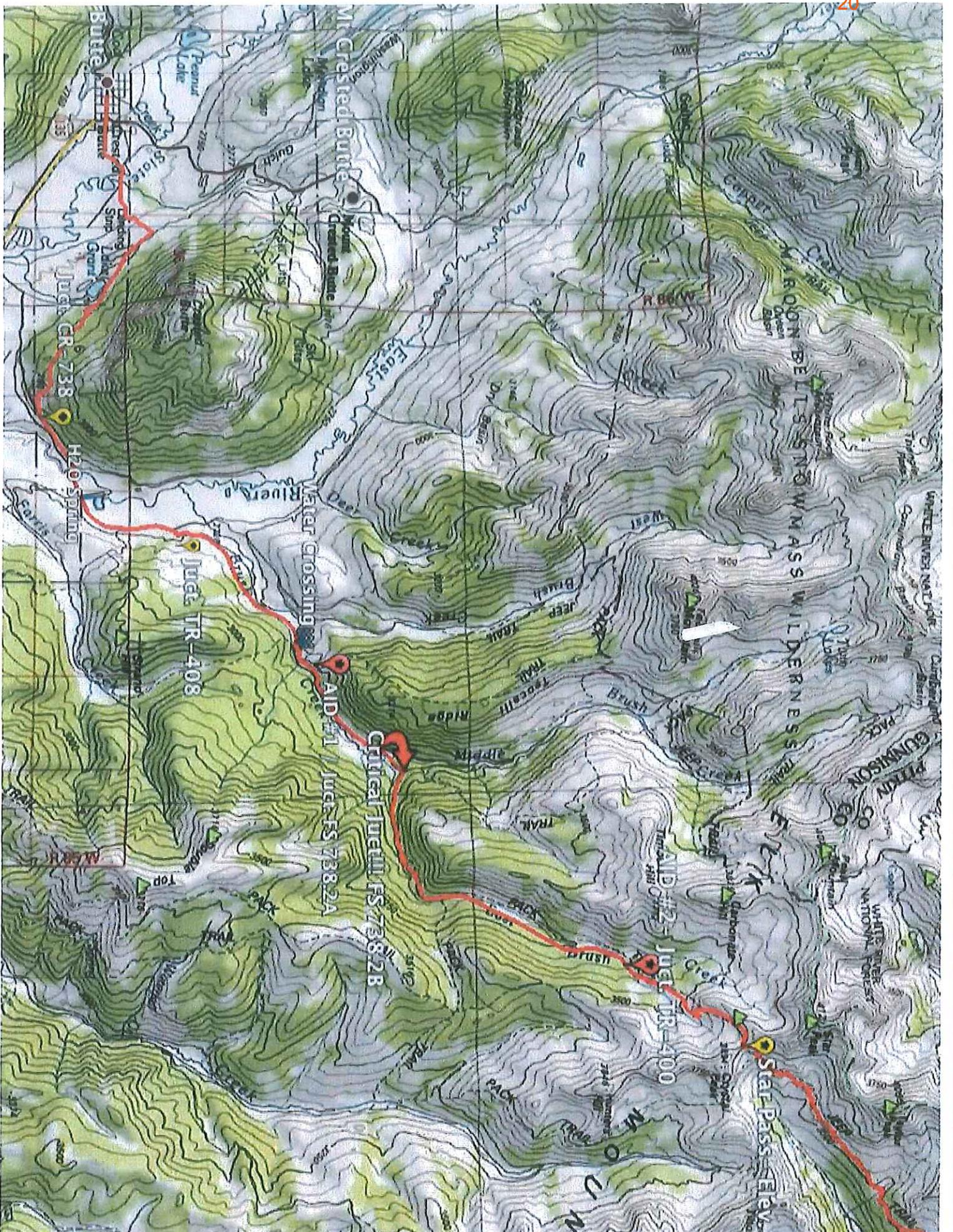
Town Clerk

Town of Crested Butte

970-349-5338 (phone)

970-349-6626 (fax)

lstanford@crestedbutte-co.gov





Grand Traverse Mountain Run
September 2nd, 2017
6:00 AM - Race Start

2nd Street

ELK Ave.

Start Line

3rd Street

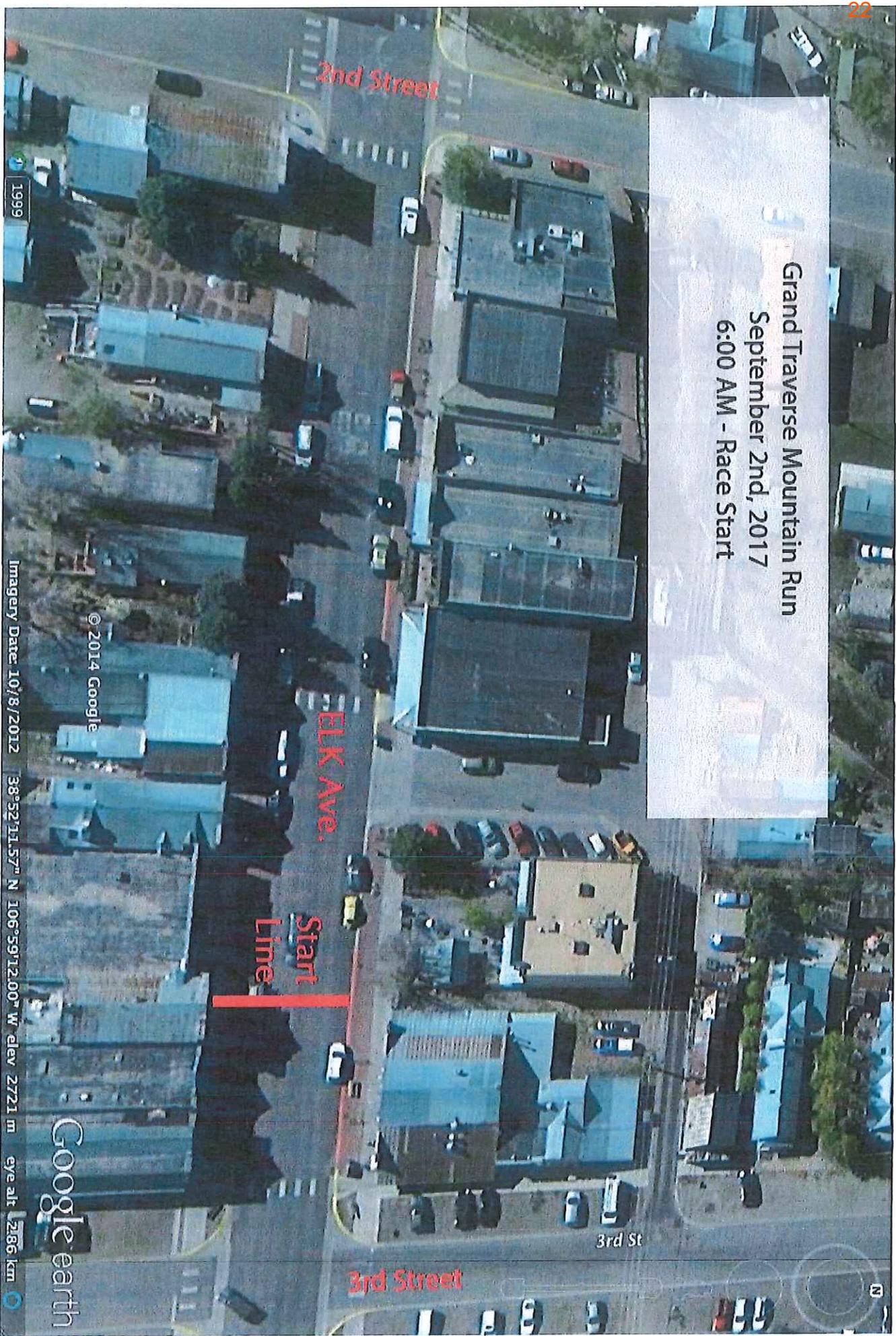
3rd St

© 2014 Google

Google earth

1999

Imagery Date: 10/8/2012 38°52'11.57" N 106°59'12.00" W elev 2721 m eye alt 286 km



Self Withdrawal

A race official must be notified of your withdrawal in order to account for your exit. Failure to properly exit the race could result in a unnecessary Search and Rescue mission activation, and will most certainly bar you from any and all future Grand Traverse race events.

You MUST phone Race Dispatch directly if you drop out without notifying a Race Official on course. Your race bib will have a phone number printed on it to contact Race Dispatch.

Timing & Results

Timing of the Grand Traverse Mountain Run & Bike is executed via the Webscorer race timing application. Results are posted to Webscorer.com and on the race website at, www.summer.thegrandtraverse.org. Official results will be posted on the Grand Traverse race website by the following day of the event.

Course Descriptions

Trail Run Course

Interactive course maps can be accessed online: www.summer.thegrandtraverse.org/course/

Crested Butte to Star Pass

Race start time is **6 AM** on the 200 block of **Elk Avenue in Downtown Crested Butte** (adjacent to Post Office). Departing easterly down Elk Ave, competitors will encounter dirt within .5 miles of the start when they meet the McCormic Ranch subdivision road. Racers soon join single track at Tony's Trail, where the course starts a gradual ascent leading to a R-turn connecting them with the Upper Trail (FS-435.1). This section climbing the shoulder of Mt. Crested Butte poses a technical 200' climb, followed by a 400' decent to the trail's junction with County Road 738 (L-Turn). The race will remain on this dirt surfaced road for 2.2 miles, resuming single-track at the junction with Trail 408 (R-Turn), also known as the "Canal Trail" (1st water crossing on course).

Mildly ascending for 2.3 miles racers will encounter their second wet stream crossing at Brush Creek, delivering them soon after to **AID #1** (Full Aid – Mile 9.5) The course briefly continues on a narrowly sketched single-track through the "Death Pass" escarpment. Thereafter, runners merge on to the East Brush Creek jeep road (FS 738.2B).

Racers must be vigilant to NOT diverge onto FS 738 (L-Turn) along this route, **DON'T go to Pearl Pass!**

Forest Service road 738.2B eventually becomes TR 400, further ascending to one more wet crossing over East Brush Creek, leading racers shortly thereafter to **AID #2** (Limited Aid – Mile 16.5). Departing AID #2 racers will switch back up roughly 1 mile to the top of **Star Pass** (12,336' - Mile 17.5)

STAR PASS CHECKPOINT – 11:15 AM CUT-OFF

Star Pass to Aspen

Beyond the summit a gradual single track descent connects to Taylor Pass Divide Road (FS 761.A). This primitive double track road skirts the eastern slopes of Taylor Peak, exponentially gaining altitude until attaining Taylor flats where the route continues a gentle ascent to the broad summit of **Taylor Pass** and **AID #3** (Full Aid – Mile 23.25).

AID #3 – 12:45 PM CUT-OFF

Gradual climbing continues past AID #3, mixed with an intervening descent before once more climbing to the

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

CRESTED BUTTE NORDIC COUNCIL

is a

Nonprofit Corporation

formed or registered on 07/13/1987 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871733872 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/26/2017 that have been posted, and by documents delivered to this office electronically through 05/31/2017 @ 11:00:16 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/31/2017 @ 11:00:16 in accordance with applicable law. This certificate is assigned Confirmation Number 10268843 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-01-17

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

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

PRODUCER Frazier Insurance Agency Inc
AGENT; Box 1250, Midlothian VA 23113

Processing Office: Lawson Insurance LLC
1643 24th Street West #110, Billings MT 59102

CONTACT NAME: Jack Lawson
PHONE (AG, Ho, EX): (800) 823-5297 FAX (AG, Ho): (406) 652-3395
E-MAIL ADDRESS: Jack@LawsonIns.net

INSURED Sports & Recreation Providers Association
(Purchasing Group) & It's Participating Members -
Member - National Ski School Program, Inc-NORDIC & It's
Participating Members -
1302 24th Street West #169, Billings MT 59102
MEMBER - Crested Butte Nordic Council

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United States Fire Insurance Company	
INSURER B:	United States Fire Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		607

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	INSURER	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRG <input type="checkbox"/> INCT <input type="checkbox"/> LOG	X			SRPCAPM-101-0716	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 5,000,000. PRODUCTS - COMP/OP AGG \$ 5,000,000. COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	Liquor Legal Liability	X			including Yurt Events & Dinners, Races: Aley Loop, Gothic Mountain Tour, Winter GoreTex Grand Traverse, Summer GoreTex Grand Traverse	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 2,000,000.
B	Excess Accident Medical Protection Deductible \$100. 52 week benefit. Pay add from date of incident. Claim Reporting deadline - 90 days from date of incident				US503451	11/01/16	11/01/17	Maximum Medical Benefit per claim - \$ 25,000. ADDL Benefit per claim - \$ 2,500.

NSSP MEMBER-Crested Butte Nordic Council, Box 1269, Crested Butte CO 81224 ADDED AS INSURED
 NSSP-NORDIC PARTICIPATING MEMBER for Nov. 1, 2016-17 Including coverage for Off-Premises Nordic Ski Touring, "DryLand" Fitness Instruction, Bicycling on Trails, Liquor Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Also see ACORD 104, Additional Remarks Schedule, if more space is required)
 Commercial General Liability (CGL) deductible - \$ 0.00 each Bodily Injury or Property Damage Claim.
 "Participant Legal Liability Coverage" for participants in SKI RACES/ INSTRUCTION/ COMPETITIONS REQUIRES that each participant (or Parent/Guardian) sign a release/waiver form PRIOR to Competing, Practicing or Instruction.

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED but only as respects the operations of the Named Insured NSSP Participating Member - Crest Butte Nordic Council.

CERTIFICATE HOLDER Town of Crested Butte Box 39 Crested Butte CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John W. Frazier</i>

DEPARTMENT APPROVALS (For Official Use Only)

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

From: Michael Reilly
Sent: Wednesday, May 31, 2017 11:37 AM
To: Betty Warren
Subject: RE: Special Event: Grand Traverse Mountain Run

CBMO is not on duty at the race start time so, we will have to make arrangements for an officer to be there or the organizers can provide traffic control with properly identified course marshals.
Mike

Public Works:

Rodney E. Dine 6/21/2017
Signature Date
Rodney E. Dine
Name (Printed)

Conditions/Restrictions/Comments:
OK

Parks and Recreation:

Janna Hansen 6/30/17
Signature Date
Janna Hansen
Name (Printed)

Conditions/Restrictions/Comments:
Park permit attached

Town Clerk:

Lynelle Stanford 6-1-2017
Signature Date
Lynelle Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

DARA MacDONALD 7/3/2017
Signature Date
DARA MacDONALD
Printed Name (Printed)

Conditions/Restrictions/Comments:

GRAND TRAVERSE MOUNTAIN RUN (SEPT 1-2, 2017)

Crested Butte Fire Protection District:

(i) Sasha Wimmer 6/15/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good luck with
your event //

Mt. Express Bus Service:

[Signature] 6/1/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

ok

Official Use Only:

Application Received 5/5/17 Date Distributed 6/7/17

Council Date (if applicable) 7-24-2017

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$ 25 Check # 15628 Date Paid 5/9/17

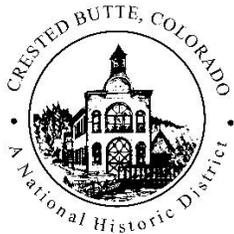
Permit Fee \$ 200 Check # 15628 Date Paid 5/9/17

Local Liquor License Fee _____ Check # _____ Date Paid _____

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 200 Check # 15628 Date Paid 5/9/17 Date Returned: _____



Staff Report

July 24, 2017

To: Mayor Michel and Town Council

Thru: Michael Yerman, Community Development Director

From: Hilary Henry, Open Space/Creative District Coordinator

Subject: **Baxter Gulch Trail Easement Update**

Background:

The Town of Crested Butte has been working with local and regional partners since 1993 to build the Baxter Gulch Trail. Town staff is working to complete the trail to the Forest Service boundary the end of the year. The Town hired the Western Slope Conservation Corps crew to finish section of trail with a Great Outdoors Colorado (GOCO) grant. They are currently building the remaining .75 miles of trail on the Hidden Mine Ranch property to reach the forest service boundary.

The Town holds a recreation easement (Reception No. 581213) for the trail on the Hidden Mine Ranch, LLC property. In 2014, a representative of Hidden Mine requested that we move the trail to the north of the originally platted easement. The Town agreed to relocate the trail in order to mitigate concerns about potential trespassing.

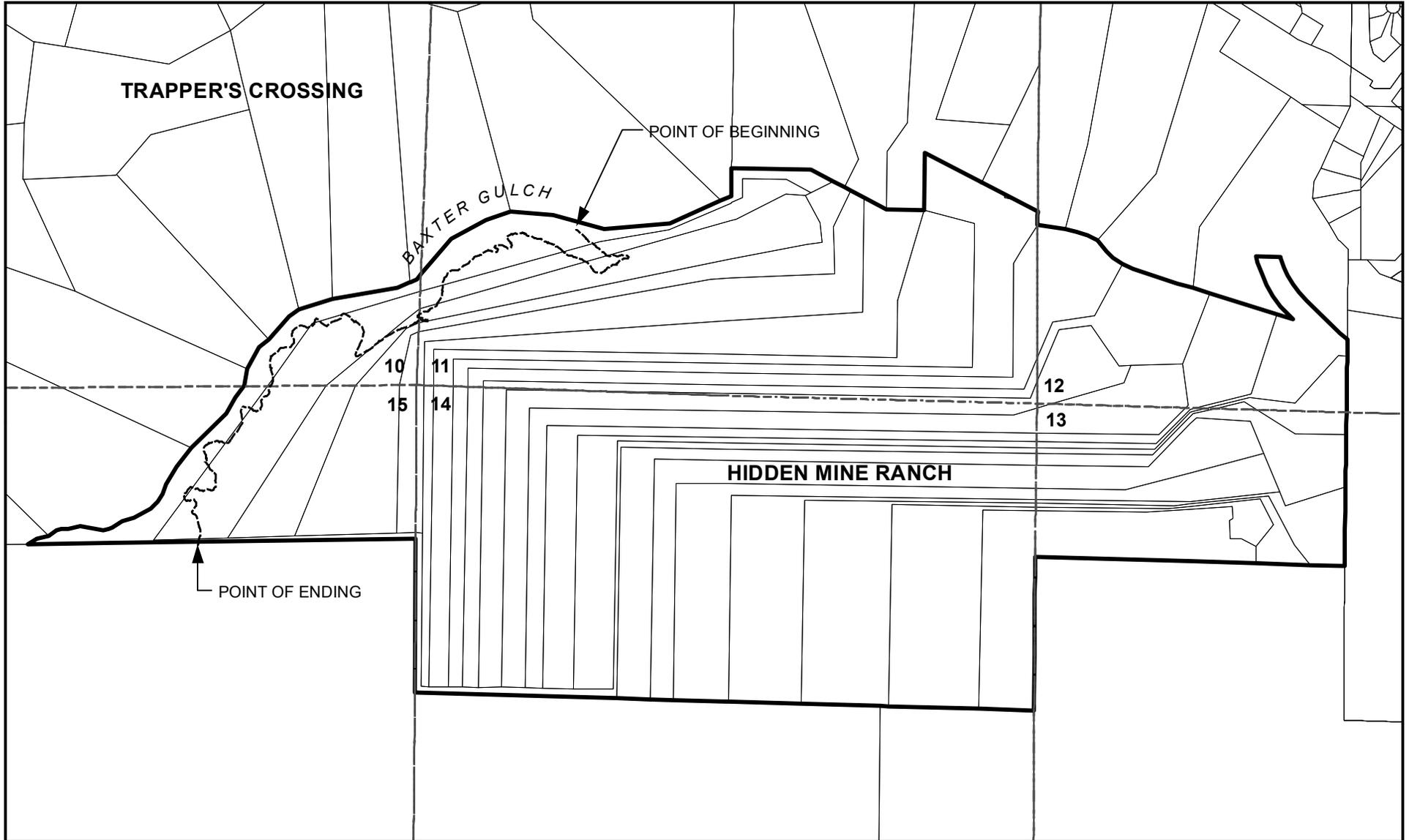
A representative of Hidden Mine Ranch, LLC has also asked the US Forest Service to vacate an easement between the US Forest Service and Trappers Crossing (Reception No. 443569). This easement was originally intended to provide public access to the Baxter Gulch Trail, but was later deemed illegal due to access through the Whetstone Mountain property. The Town worked with partners after this easement was deemed illegal to secure additional easements for public access to Baxter Gulch. The US Forest Service has asked the Town of Crested Butte for their input on the easement vacation.

Before finishing the trail, Town staff would like to update our easements to ensure that we have permanent, public access to Baxter Gulch. The trail has been surveyed and amended the recreation easement between Hidden Mine Ranch, LLC and the Town to reflect the alignment of the trail in its current location. The Crested Butte Mountain Bike Association finalized the trail alignment on July 18th and Norman Whitehead surveyed the alignment on July 19th. This survey will need to be stamped and added to the existing Resolution. Town staff has attached a map depicting the new alignment that will be substantially similar to the survey exhibit prepared by Norman Whitehead.

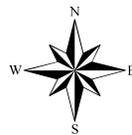
Town Staff is comfortable in recommending the Council provide a letter of support for the vacation of the easement between the Forest Service and Trappers Crossing. This easement no longer provides public access to Baxter Gulch. After amending recreation easement between the Town and Hidden Mine Ranch, LLC, the Town of Crested Butte, along with its partners, will have secured public access to Baxter Gulch along the entire length of the trail.

Recommendation:

Staff recommends that the Council make a motion to pass Resolution 46, Series 2017, authorizing the mayor to sign a letter of support to vacate the USFS/Trapper's crossing easement and amending the Town of Crested Butte/Hidden Mine Ranch, LLC recreation easement an inserting the Exhibit B from a licensed prior to the execution of the Amendment.



**EXHIBIT 2
BAXTER GULCH TRAIL
HIDDEN MINE RANCH**



Drawn by: Hilary Mayes, Town of Crested Butte
 Date: July 20, 2017
 Filename: ~/Baxtergulch/Exhibit 2-Trail Alignment2017.mxd

RESOLUTION NO. 46**SERIES 2017****RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AMENDING RECREATION EASEMENT RECEPTION NO. 581213 WITH HIDDEN MINE RANCH, LLC FOR REALIGNMENT OF BAXTER GULCH TRAIL AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF SUPPORT FOR THE ABANDONMENT OF THE RAW LAND EASEMENT RECEPTION NO. 443569 BOOK 726 PAGE 596 TO THE UNITED STATES FOREST SERVICE**

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

WHEREAS, the Town of Crested Butte has worked with local and regional partners to secure permanent public access for a Baxter Gulch Trail since 1993;

WHEREAS, the Town of Crested Butte and Hidden Mine Ranch, LLC entered into a Recreation Easement Reception No. 581213 ("**Recreation Easement**") allowing for the construction of the Baxter Gulch Trail in 2007;

WHEREAS, during construction of the Baxter Gulch Trail, Hidden Mine Ranch, LLC requested that the trail alignment be moved north from the location identified in Exhibit B of the Recreation Easement;

WHEREAS, the Town of Crested Butte Staff has prepared an Amendment of Recreation Easement ("**Amendment of Recreation Easement**") with a new Survey and Exhibit showing the new alignment and location of the trail as it will now be built, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the recording of the Amendment of Recreation Easements will provide permanent public access to the Baxter Gulch Trail;

WHEREAS, the easement between Trapper's Crossing, LTD. and the US Forest Service No. 443569 Book 726 Page 596 ("**Raw Land Easement**") is no longer needed to provide public access to the Baxter Gulch Trail;

WHEREAS, the Town Council supports the vacation of the Raw Land Easement and authorizes the Mayor to sign a letter of support to the US Forest Service for the vacation of the Raw Land Easement in the form of Exhibit B attached hereto in exchange for the Amendment of Recreation Easement;

WHEREAS, the Town Council finds the amendment of the recreation and conservation easements and the vacation of Trapper's Easement in the best interest of the health, safety, and welfare of the Town, its residents, and visitors.

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

1. The Town Council approves and adopts the Amendment of Recreation Easement attached hereto as **Exhibit "A"**. and authorizes the Mayor to execute the Amendment to Recreation Easement upon receiving a signed Amendment of Recreation Easement from Hidden Mine Ranch, LLC;

2. The Town Council approves the letter of support for the vacation of the Trapper's easement attached hereto as **Exhibit "B"** and authorizes the Mayor to execute such letter on behalf of the Town.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

(Amendment to Recreation Easement and Exhibit B Prepared by a licensed Surveyor)

[attach Plan here]

EXHIBIT "B"

(Letter of Support for the Vacation of the Trapper's Easement)

[attach Plan here]

AMENDMENT OF RECREATION EASEMENT

THIS AMENDMENT OF RECREATION EASEMENT is agreed and entered into this ___ day of _____, 2017, between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose legal address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, and Hidden Mine Ranch, LLC, a Colorado limited liability company (“HMR”), whose legal address is 232 W. Tomichi Avenue, Gunnison, Colorado 81230.

RECITALS

A. The Town and HMR entered into a Recreation Easement on December 17, 2007, for the purpose of HMR granting a public recreational easement for a trail that crosses HMR’s property to the Town, as more specifically set forth in the 2007 Recreation Easement. The 2007 Recreation Easement was recorded at Reception No. 581213 on December 26, 2017, in the records of the Gunnison County Clerk and Recorder. A copy of the recorded 2007 Recreation Easement is attached hereto as **Exhibit 1**.

B. The Town and HMR have agreed to change and realign the location of the trail and the public recreation easement described in Exhibit B to the recorded 2007 Recreation Easement, and the parties desire to amend the 2007 Recreation Easement to memorialize their agreement for the trail and easement relocation upon HMR’s property.

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

1. The trail and public recreation easement shall be relocated and realigned upon HMR’s property as more particularly described in the attached **Exhibit 2**.

2. The Town and HMR agree that the location of the trail and the public recreation easement as shown in the attached **Exhibit 2** shall supersede and replace the location of the trail and public recreation easement described in Exhibit B to the 2007 Recreation Easement.

3. Except as amended herein, all of the other terms and conditions contained in the 2007 Recreation Easement shall continue to be effective and binding upon the Town and HMR.

EXECUTED this ___ day of _____, 2017.

Hidden Mine Ranch, LLC,
A Colorado limited liability company

Town of Crested Butte,
a Colorado Home Rule Municipal
Corporation

By: _____
Its: _____

By: _____
Glenn Michel, Mayor

Attest: _____

Attest: _____
Lynelle Stanford, Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Glenn Michel, Mayor, and Lynell Stanford, Clerk, on behalf of the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, Manager, and _____, on behalf of the Hidden Mine Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public



RECREATION EASEMENT

This Recreation Easement (the "Recreation Easement") is entered into in Gunnison County, Colorado this 17th day of December, 2007 as follows:

1. PARTIES. The parties to this Recreation Easement are: Hidden Mine Ranch, LLC, a Colorado limited liability company (the "Company") whose address is P.O. Box 3642, Crested Butte, CO 81224.

and

the Town of Crested Butte, Colorado (the "Town of Crested Butte") whose address is P.O. Box 39, Crested Butte, CO 81224.

2. FACTS AND PURPOSES. The following facts and purposes pertain to this Recreation Easement:

2.1 The Company owns the real property described in **EXHIBIT A** attached hereto and made a part of this Recreation Easement (the "Company's Property").

2.2 A hiking trail (the "Trail") traverses the Company's Property in approximately the location depicted on **EXHIBIT B** attached hereto and made a part of this Recreation Easement.

2.3 The Company desires to grant to the Town of Crested Butte, and the Town of Crested Butte desires to accept, a public recreational easement for use on the Trail upon the terms and conditions set forth below.

3. GRANT OF RECREATION EASEMENT. The Company hereby grants and conveys to the Town of Crested Butte for the use and benefit of the public, and the Town of Crested Butte hereby accepts from the Company, a perpetual recreation easement for use of that portion of the Company's Property extending 10 feet on each side of the centerline of the Trail indicated in **EXHIBIT B** as the "Proposed Trail Through Hidden Mine Ranch" (the "Trail Area") upon the terms and conditions set forth below.

3.1 The Trail will be constructed by the Town of Crested Butte within the Trail Area to a width of no more than 36 inches. The parties agree that the Trail may be separate from any existing roads to avoid motorized and non-motorized conflicts.

3.2 The parties agree that the final location of the Trail and Trail Area will be agreed upon by the parties no later than July 15, 2008. The final location may vary up to 50 feet from either side of the center line of the Trail, or as otherwise agreed by the parties subject to subparagraph 3.3 below.

3.3 The parties agree that the northern most section of the Trail can be relocated to a location agreed upon by the parties in the event that the Town of Crested Butte is unable to obtain a trail easement across Lot 19, Trapper's Crossing at Wildcat, except that no portion of the Trail shall be located less than 100 feet from the boundary line of the "Open Space Easement" area which is depicted on the Plat of Hidden Mine Ranch, other than in those parcels legally encumbered by those certain Deeds of Conservation Easement recorded on December 31, 2002 at Reception No. 526878, and on December 27, 2004 at Reception No. 549626 of the official records of Gunnison County.

4. PERMITTED USES.

4.1 The Trail Area may be used by the public for summer recreational use only. For the purposes of this Recreation Easement, "recreational use" shall include hiking, running, horseback riding, bicycling, picnicking, site-seeing, exploring, photography, or other similar non-motorized forms of sports or other recreational uses.

4.2 Any person using the Trail Area shall use all reasonable efforts to stay on the Trail.

4.3 The public's use of the Trail Area shall be restricted to the time period of May 1 through October 31 of each year, and the daylight hours between sunrise and 9:00 p.m. of each day.

4.4 No domesticated animals other than dogs and horses shall be permitted on the Trail Area. All dogs shall be on a leash, and all dog owners shall be required to pick up after their dogs.

There shall be no day or overnight camping on the Trail Area.

4.6 The dumping or accumulation of any kind of trash or refuse on or within view of the Trail Area is prohibited.

4.7 No motorized vehicles are permitted on the Trail Area excepting only (i) motorized wheelchairs and similar devices used by individuals to whom the Americans With Disabilities Act would apply; and (ii) maintenance vehicles reasonably necessary for constructing, maintaining or repairing the Trail.

5. MAINTENANCE AND SIGNING.

5.1 The Company shall have no obligation or responsibility for the maintenance or repair of the Trail or Trail Area.



5.2 The Town of Crested Butte shall periodically monitor the Trail with sufficient frequency to ensure compliance with the terms of this Recreation Easement and shall be responsible for maintaining the Trail and Trail Area in a safe and passable condition commensurate with the uses intended hereunder and consistent with good conservation practices.

5.3 After the Trail is constructed, the Town of Crested Butte shall cause an as-built global positioning system survey of the Trail to be performed and a copy shall be provided to the Company.

5.4 The Town of Crested Butte shall, after the Trail is constructed, post at the beginning of the Trail, signs stating the regulations set forth in this Recreation Easement regarding use of the Trail including, but not limited to, the following regulations: (i) the time period for use of the Trail and restricted hours of use; (ii) that all dogs must be on a leash and all dog owners must pick up after their pets; (iii) that no motorized vehicles are allowed (except as provided in this Recreation Easement); (iv) that all trash must be carried out; (v) that there is no overnight use of the Trail Area permitted; (vi) that use of the Trail is subject to the Deed of Conservation Easement referenced in Paragraph 7 below, and this Recreation Easement; and (vii) the Trail is located within private property and users failing to stay on the Trail may be prosecuted for trespassing. The Town of Crested Butte shall establish such additional signs as it deems reasonably necessary to advise the public of the use restrictions set forth above, and such additional restrictions as the Town of Crested Butte deems appropriate.

5.5 The Town of Crested Butte shall, after the trail is constructed, provide trash receptacles at the beginning of the Trail, shall empty such trash receptacles as needed, and shall be responsible for general trash and debris clean-up and removal within the vicinity of the Trail, including clearing the Trail of horse manure and dog waste as is reasonably necessary.

5.6 The Town of Crested Butte shall, after the Trail is constructed, be responsible for maintaining the Trail to prevent erosion.

5.7 The Town of Crested Butte shall meet as necessary with the Company to discuss the need for additional signage and/or other necessary actions to require compliance with the terms of the referenced Deed of Conservation Easement and this Recreation Easement by the public. The Town of Crested Butte shall take reasonable steps to respond to the Company's requests with regard to actions necessary to require compliance with the terms of this Recreation Easement.

5.8 The Town of Crested Butte shall have the right to enter upon the Trail Area at any reasonable time to perform its signing, maintenance and monitoring functions as set forth above.



6. RESTRICTIONS ON USE.

6.1 No portion of the Trail Area may be improved for roadway use, paved, or otherwise covered with concrete, asphalt, or any other paving material.

6.2 Timber harvesting on the Trail Area is prohibited, except as may be necessary to maintain the use of the Trail.

6.3 The construction or reconstruction of any fence, building, structure, sign or billboard in the Trail Area, except as set forth in paragraph 5.4 above, is prohibited.

6.4 No commercial or industrial uses shall be allowed in the Trail Area, other than inconsequential, *de minimis* recreational commercial uses with the prior written consent of the Company.

6.5 No water, electric, telephone or other public or private utility corridors and improvements, including without limitation, pipelines, transmission lines or other similar structures shall be allowed within the Trail Area.

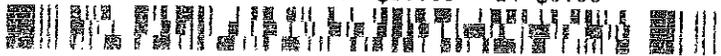
6.6 Except for construction, maintenance or repair of the Trail, any alteration of the surface of the Trail Area, including without limitation, the movement, excavation or removal of soil, sand, gravel, rock, peat or sod, is prohibited.

7. EXISTING CONSERVATION EASEMENT. The Town of Crested Butte acknowledges that this Recreation Easement is subject to the terms of the Deed of Conservation Easement granted by the Company to the Town of Crested Butte.

8. SUBSEQUENT OWNERS; RUNNING OF BENEFITS AND BURDENS.

8.1 All duties and obligations of the Company pursuant to this Recreation Easement shall be pertinent to the Company's Property and may not be transferred, assigned or conveyed apart or separately from such property. Such duties and obligations shall run with the Company's Property, and shall be binding upon and shall inure to the benefit of the successors and assigns of said Property.

8.2 All duties and obligations of the Town of Crested Butte pursuant to this Recreation Easement shall be held in gross by the Town of Crested Butte, and shall be binding upon and shall inure to the benefit of the successors and assigns of the Town of Crested Butte. Such duties and obligations may not be assigned or delegated by the Town of Crested Butte without the prior written consent of the Company, which consent shall not be unreasonably withheld.



9. CONSIDERATION.

The parties acknowledge that no monetary consideration has been paid by the Town of Crested Butte for the conveyance of this Recreation Easement. Notwithstanding the foregoing, the parties acknowledge that the conveyance of this Recreation Easement by the Company and the parties' respective duties and obligations herein constitute good and valuable consideration sufficient to support the enforcement of the terms and conditions of this Recreation Easement.

10. CONSTRUCTION.

The rule of strict construction does not apply to this instrument. This Recreation Easement shall be given a reasonable construction in light of the intent of the parties hereto to confer to the public a perpetual, useable recreation easement for use of the Trail Area.

11. ENFORCEMENT.

This Recreation Easement and the terms, conditions and provisions hereof may be enforced by either of the parties hereto and their successors. If legal or administrative suits or proceedings are brought against any party, whether a party to this instrument or not, for the purpose of such enforcement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys' and expert witness fees.

IN WITNESS WHEREOF, the parties hereto have executed this Recreation Easement to be effective the date first above written.

GRANTOR:

Hidden Mine Ranch, LLC,
a Colorado limited liability company

By: 
Clifford Michael Higgins, Manager

GRANTEE:

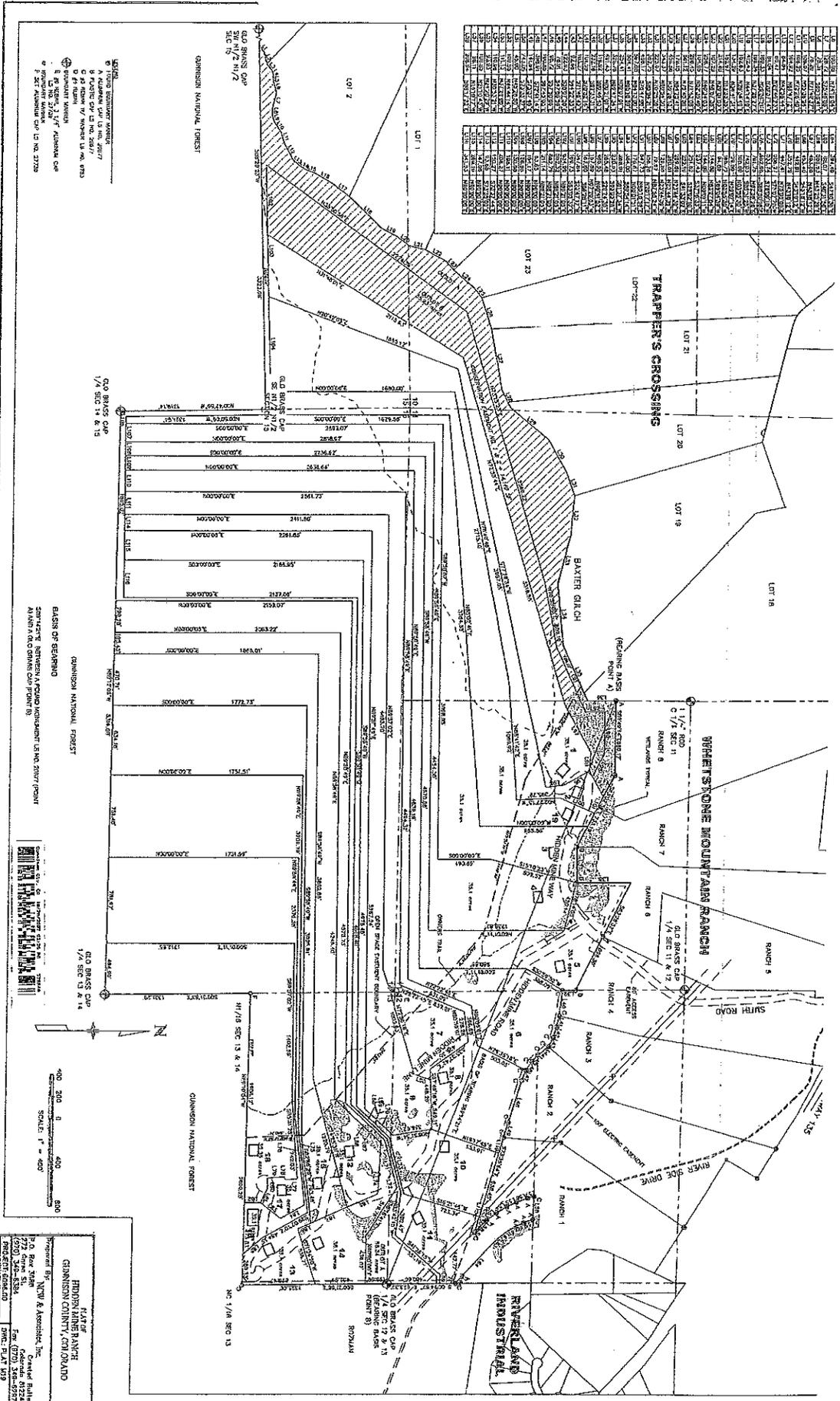
The Town of Crested Butte,
Colorado, a body politic and
corporate

By: 
Alan Bernholtz, Mayor

Attest: 
Eileen Hughes, Clerk



Lot	Area	Acres	Owner
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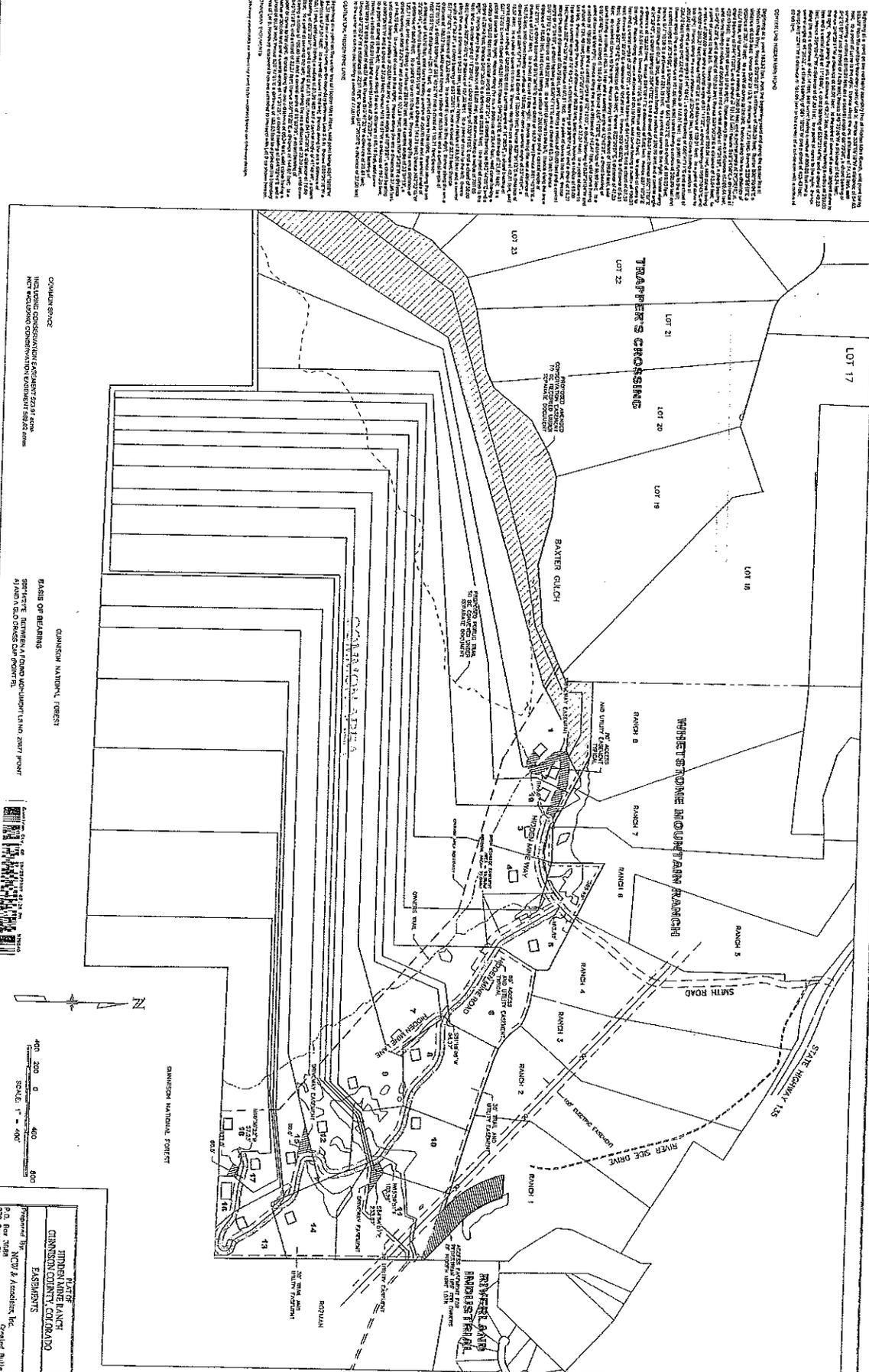
- 1. 1/4 SEC 14 & 15
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- 22. 1/4 SEC 14 & 15
- 23. 1/4 SEC 14 & 15

UNIT PLAN
FRONT RANGE
GUNNISON COUNTY, COLORADO
 Prepared by: **W & A Associates, Inc.**
 P.O. Box 2488
 4700 S. Lincoln
 Denver, CO 80224
 Phone: 303.733.4388
 Fax: 303.733.4388
 Project: 080810
 Date: 12/26/07
 Sheet 3 of 3

EXHIBIT A (page 2 of 3)

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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EXHIBIT A (page 3 of 3)



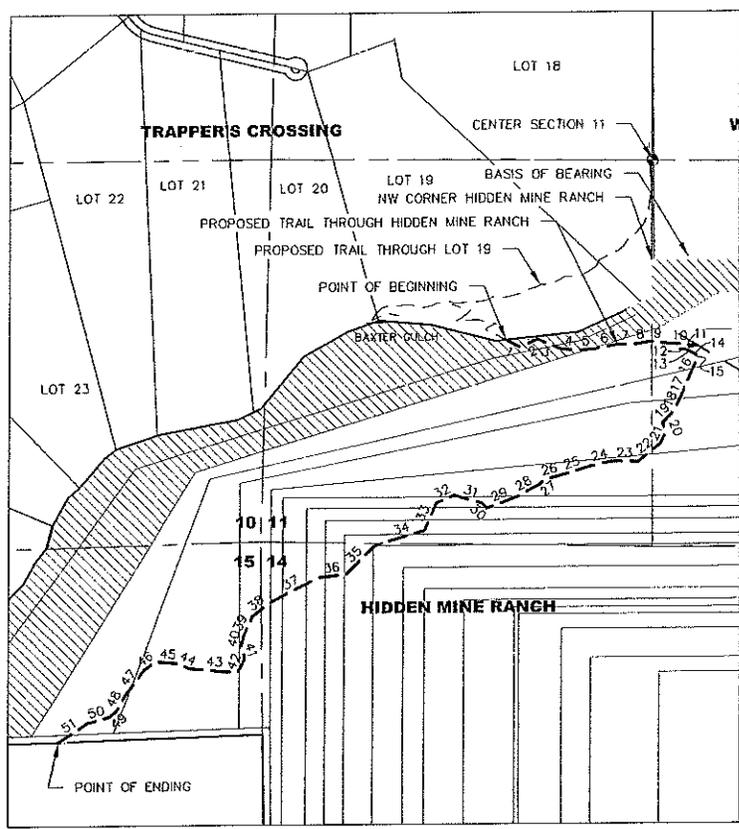
Prepared By: NCF Associates Inc
 1700 North 1st Street
 Suite 100
 Denver, CO 80202
 Phone: (303) 733-4500
 Fax: (303) 733-4501
 Email: ncf@nca.com
 Date: 12/26/07

This map was prepared by NCF Associates Inc, a professional land surveying firm, under the supervision of a Licensed Professional Land Surveyor. The map is based on a survey conducted on 12/26/07. The map shows the boundaries of the property and the location of the buildings and other structures on the property. The map is intended to be used as a reference for the location of the property and the structures on the property. The map is not intended to be used as a legal document.

BAXTER GULCH TRAIL HIDDEN MINE RANCH

S Dominguez, Gunnison County, CO
 12/26/2007 02:29 PM
 R: \$51.00 Pg: 10 of 10
 D: \$0.00
 581213

LINE TABLE		
LINE	LENGTH	BEARING
1	105.9	S62°42'E
2	128.0	N66°11'E
3	169.0	S67°08'E
4	109.1	S84°17'E
5	134.7	N86°00'E
6	140.3	N78°01'E
7	111.6	S89°31'E
8	129.5	N80°03'E
9	76.6	S81°20'E
10	250.5	S85°56'E
11	123.6	S78°05'W
12	36.3	S86°00'E
13	67.4	S66°30'E
14	27.4	S50°41'E
15	13.5	S15°14'E
16	167.4	S24°21'W
17	111.6	S23°06'W
18	114.5	S26°06'W
19	120.7	S43°48'W
20	63.4	S22°27'E
21	88.1	S25°22'W
22	201.5	S51°44'W
23	183.9	N89°09'W
24	130.7	S77°12'W
25	258.8	S73°21'W
26	66.9	S77°29'W
27	65.6	S51°56'W
28	167.4	S60°44'W
29	215.9	S69°16'W
30	51.1	N46°12'W
31	196.2	N73°41'W
32	128.0	S66°11'W
33	207.0	S24°09'W
34	292.2	S73°49'W
35	278.6	S44°45'W
36	184.3	S84°43'W
37	375.8	S62°54'W
38	152.3	S51°41'W
39	145.4	S24°12'W
40	70.0	S15°11'W
41	87.8	S18°38'E
42	105.7	S24°34'W
43	333.1	N85°33'W
44	80.7	N64°38'W
45	168.6	N84°30'W
46	96.5	S53°29'W
47	208.1	S36°45'W
48	129.5	S29°16'W
49	63.1	S50°08'W
50	159.2	S74°28'W
51	234.7	S56°58'W

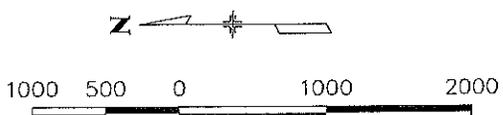


BASIS OF BEARING: S69°10'E BETWEEN THE NW CORNER OF HIDDEN MINE RANCH AND THE S 1/4 CORNER SECTION 12.

TRAIL DESCRIPTION

A TRAIL LOCATED WITHIN HIDDEN MINE RANCH ALSO BEING LOCATED WITHIN SECTIONS 11, 14 AND 15, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER HIDDEN MINE RANCH THENCE S61°38'W A DISTANCE OF 1131.9 FEET TO THE POINT OF BEGINNING; THENCE ALONG COURSES 1 THROUGH 55 TO THE POINT OF ENDING, SAID POINT BEING S88°22'W A DISTANCE OF 1403.5 FEET FROM THE SE CORNER OF THE NE 1/4, E 1/4 SAID SECTION 15.



SCALE: 1" = 1000'

DATE: 12/11/07

Prepared By: NCW & Associates, Inc.

July 24, 2017

United States Forest Service
Beth Anderson
Acting Ranger, Gunnison Ranger District
216 N. Colorado
Gunnison, CO 81230

RE: Support for the Vacation of the easement between Trapper's Crossing, LTD and the United States of America

Dear Ms. Anderson,

Since 1993, the Town of Crested Butte (Town) has worked with local and regional partners to secure public access for a Baxter Gulch Trail.

The Town has reviewed the easement between Trappers Crossing, LTD. and the United States of America (recorded at Reception No. 443569 of the Gunnison County Clerk and Recorder) and has found that this easement no longer provides public access to the Baxter Gulch Trail.

The Town has recently approved amending its Recreation Easement (recorded at Reception No. 581213) with Hidden Mine Ranch, LLC, to reflect the relocation and realignment of the Baxter Gulch Trail as it will now be constructed. This amended Recreation Easement will provide the public with permanent access to the Baxter Gulch Trail.

Having secured public access with the amending of the Hidden Mine Ranch, LLC easements, the Town supports the vacation of the easement between Trappers Crossing, LTD. and the United States of America.

Sincerely,

Glenn Michel
Mayor, Town of Crested Butte



Staff Report

July 24, 2017

To: Mayor and Town Council

Through: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 47, Series 2017 – Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.

Background:

Since 2015 the Crested Butte Film Festival (“Film Festival”), operating under the umbrella of the Center for the Arts, has rented the first floor of the Big Mine Warming House to conduct administrative operations leading up to and during the Film Festival. The Film Festival has once again requested use of that space for July 25th – October 5th, 2017. The Town supports the use of Town owned buildings by non-profits and as such would be happy to have the Film Festival occupy that space again this year. Crested Butte Nordic occupies the second floor of the Warming House through the summer months and will occupy the downstairs space again in October after the Film Festival moves out. The lease agreement, insurance certificate, and fees will be under the Center for the Arts name. The proposed rent amount is \$316.00 per month based upon \$.40 per square foot per month.

Recommendation:

Staff recommends approving Resolution No. 47, Series 2017.

RESOLUTION NO. 47**SERIES NO. 2017****RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE AGREEMENT WITH THE CENTER FOR THE ARTS FOR 620 2ND STREET, AKA BIG MINE WARMING HOUSE**

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

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

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

WHEREAS, the Town Council finds hereby that approving a lease of 620 Second Street, Crested Butte for use by the Center for the Arts is in the best interest of the Town, Crested Butte residents and visitors.

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

1. **Findings.** The Town Council hereby finds that granting a lease of 620 Second Street, Crested Butte for use by the Center for the Arts is in the best interest of the Town, Crested Butte residents and visitors.

2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with the Center for the Arts in substantially the same form as attached hereto as **Exhibit "A."**

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

620 Second Street Lease Agreement (Center for the Arts)

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of July, 2017, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the "Town") and **CENTER FOR THE ARTS**, a Colorado nonprofit corporation (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:** This Lease shall commence as of _____, and shall expire on October 5, 2017 (the "Term"). The Term of this lease may be extended only by a writing executed by the Town. The defined word "Term" as used throughout this Lease shall include any extension thereof.
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, situate in the County of Gunnison and State of Colorado, to wit:

An area of approximately 790 square feet, being the space identified on **EXHIBIT A** attached hereto and incorporated herein, located at 620 2nd Street, Town of Crested Butte. Also known as the **first floor of the Big Mine Warming House** (hereafter, the "Premises").

3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term, the sum of **\$160.00 per month**, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee's execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer. Lessee shall pay all charges for telephone, internet, television, trash and recycling removal and other such services.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting its administrative business for the Crested Butte Film Festival. Lessee shall at all times properly maintain the Premises, fixtures, and furnishings located therein, and at its sole cost make all necessary day-to-day repairs needed to preserve the interior walls, floor, ceiling, and doors of the Premises,

the fixtures and furnishings in good working order and condition. All such repairs or replacements shall be of a kind and quality, and shall be done in a good workmanlike manner.

- (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation, painting the Premises, without the prior written permission of the Town. Lessee shall secure the Premises with a key provided by the Parks and Recreation Director. Lessee shall not make additional copies of the key for the Premises. Lessee shall return the Premises to the Town in good condition at the expiration or earlier termination of this Lease, ordinary wear and tear excepted.
 - (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption, and use of controlled substances within Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
 - (d) Lessee occupancy shall not exceed 49 people at any time including staff and patrons.
 - (e) Lessee use is restricted to the downstairs of the Premises excluding closets locked and designated for other purposes.
 - (f) Lessee shall cause the restrooms to be maintained such that, without limitation, all toilets, sinks and other facilities are kept obstruction free and clear from debris, clothing and other articles that could cause such facilities to become clogged and otherwise function improperly.
 - (g) Lessee shall at all times use best efforts to cooperate with any other tenants in the building and the Town.
6. **JANITORIAL:** 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 janitorial 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 Premises or in an external, wildlife proof dumpster to be picked up by a vendor of the Lessee's choice and expense. Lessee agrees to maintain and clean the premises including bathrooms, common areas and entryways within the building where the Premises are located once per week. Lessee agrees to replace all light bulbs as needed in the Premises. All light fixtures shall have compact fluorescent light bulbs.
7. **SIGNS:** Lessee shall be allowed to have one sign located on or near the building in which the Premises is located. Said sign shall be no more than seven (7) square feet. The design and placement of the sign shall be approved by the Board of Zoning and Architectural Review.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the west and north of the Premises. Lessee shall not park more than one (1) vehicle overnight in said parking lot.

9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any reasonable hour to inspect and make repairs to the same. The Town or its representative may show the Premises to prospective tenants, upon reasonable advance notice to Lessee. In the event of an emergency, the Town and/or its representatives shall be entitled to access the Premises with or without notice to Lessee.
10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.
11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **SECURITY DEPOSIT:** Lessee agrees to pay the Town the sum of **\$250.00** to be used as security for Lessee's faithful performance of the terms and obligations of this Lease. Said amount shall be paid at the time of Lessee's execution of this Lease. This deposit shall be held by the Town during the term. The security deposit shall not bear interest. The Town shall be entitled to apply any of the security deposit to the repair of damages caused to the Premises by Lessee or on account of Lessee's use thereof, and/or to pay for cleaning of the Premises. In the event the Town determines that it is necessary in its reasonable judgment to have the Premises cleaned or repaired during the Term, or after the expiration or earlier termination of this Lease, such cleaning or repairs shall be performed at Lessee's sole cost and expense. Any amount paid out of the security deposit during the Term shall be reimbursed by the Lessee to the Town within five (5) days. At no point will the security deposit on reserve be less than \$250.00. The security deposit shall not be deemed to be the total amount for which the Lessee shall be responsible to the Town in the event of damages to the Premises. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed under this Lease. Within thirty (30) days following the expiration of the Term or sooner termination of this Lease, the Town shall either return the security deposit or, as required by Colorado law, provide Lessee with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any between the amount of the security deposit and the damages claimed by the Town.
13. **TELEPHONE:** The Town shall be responsible for providing telephone service lines to the building. Lessee shall be responsible for placing lines from the main switch box on the building to the Premises. Lessee shall use no more than three (3) separate telephone lines within the building. Lessee shall be responsible for causing any necessary television or other cable lines to be placed for service to the Premises. Any such placement shall not cause damage to the Premises and/or building.
14. **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 Lessee. Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.

15. **ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS:** In consideration for the Town leasing the Premises to Lessee, Lessee, its members, managers and officers (collectively, "Releasor/Idemnitor") hereby acknowledge and agree to the following:
- (a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");
- (b) Releasor/Idemnitor hereby waives any claims, and hereby releases, Releasee/Indemnatee against and from any and all Claims arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Releasee/Indemnatee; and
- (c) Releasor/Idemnitor shall indemnify, defend and hold harmless Releasee/Indemnatee from and against any and all Claims of Releasor/Idemnitor, Releasee/Indemnatee or third parties, any of them, including, without limitation, employees, agents and contractors of Releasor/Idemnitor, Releasee/Indemnatee or any of their invitees, guests, trespassers or otherwise on the Subject Property, arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor, Releasee/Indemnatee or third parties
16. **TOWN NOT LIABLE:** Unless due to the gross negligence of the Town, the Town shall not be liable for any damage or injury which may be sustained by Lessee or any other person resulting from any reason or cause whatsoever, including, but not limited to, as a consequence of the failure, leakage or obstruction of the water, plumbing, steam, sewer, waste or sail pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical or heating systems, appliances; or by reason of the elements; or resulting from, either directly or indirectly, any act of Lessee or Lessee's agents, contractors, subcontractors, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or failure, beyond the reasonable control of the Town of any services to be furnished or supplied by the Town.
17. **INSURANCE:** (a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term "all-risk" property coverage naming the Town and Tenant as their interests may appear.
- (b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include , public liability, operations, property damage and personal injury, including death, with a minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$1,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law insuring the Town and Tenant, as their interests under this Lease appear, including, without

limitation, coverage for contractual liability and broad form property damage with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, or the property of the same.

(c) All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by Town in writing. All insurance policies shall be subject to approval by Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Town and shall provide that no act or omission of Town that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town may carry.

(e) The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Tenant's operations and Town's operations and property.

18. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
19. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles, boats and skateboards must be stored inside the Premises overnight. Indoor furniture such as couches, tables and chairs will not be used or stored outside the Premises at any time.

20. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County, federal land management agencies and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation.
21. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.
22. **SURRENDER OF PREMISES:** The Town shall have the sole discretion as to whether to renew the Lease and shall have the right to change the terms and conditions contained herein, including, without limitation, the rent. Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises in as good as state and condition as received,

reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall cause the carpet in the Premises to be professionally cleaned at the time of vacating the Premises, and shall remove all debris and personal property at its own cost.

23. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** The Town shall keep the remainder of the building in which the Premises is located and the exterior thereof in good repair. The Town shall make such structural repairs as are necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities serving the building, unless such repairs are caused by the acts or omissions Lessee, its officers, agents, contractors, subcontractors, employees, customers, invitees, guests or visitors, in which case the Lessee shall pay for such repairs.
24. **DESTRUCTION:** In the event the Premises are damaged in any manner that renders them untenable as a result of the acts or omission of Lessee or any person whose actions are imputable to Lessee, then Lessee shall continue to remain liable for the rentals called for hereunder through the remainder of the Term. If the damage has occurred that renders the Premises untenable through no fault of the Lessee, and the damage cannot be remedied within thirty (30) days, then either party can terminate this Lease. During the period that the Premises are untenable, rental shall abate so long as the damage was not caused by Lessee. In the event the damage was caused by Lessee or by persons or entities attributable to Lessee then rent shall continue to be paid monthly by Lessee regardless of whether Lessee can occupy the Premises.
25. **SUBORDINATION; ATTORNEY-IN-FACT:** This Lease is subject and subordinate to all present and future mortgages or deeds of trust affecting the Premises, and to any and all advances made, or that may be made on account of such mortgage or deed of trust to the full extent of the principal sum or sums secured, or intended to be secured, in the interest due thereon. Lessee agrees upon the request of the Town, to execute and deliver any and all instruments that the Town may reasonably deem necessary or advisable to be executed in respect to this provision. The failure of Lessee to execute and deliver any and all such instruments, shall afford the Town the power to execute and deliver any such instrument or instruments in the name of and on behalf of Lessee and Lessee's failure to so deliver shall constitute a default under this Lease.
26. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received; (ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the

United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626

LESSEE: Center for the Arts
 P.O. Box 1819
 Crested Butte, CO 81224

Notice 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.

27. **APPLICABLE LAW; VENUE:** 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 shall be in the County of Gunnison, State of Colorado.
28. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
29. **NO 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 herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
30. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
31. **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, agreements, or the validity of the Lease as a whole.
32. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.

33. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.

34. **COUNTERPARTS; FASCIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

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

TOWN OF CRESTED BUTTE,
Colorado home rule municipality

By: _____
Dara MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

CENTER FOR THE ARTS

By: _____
Name: _____
Title: _____

EXHIBIT A

Premises

2ND ST



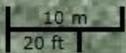
Exhibit A
Big Mine Warming House, 1st Floor
620 2nd Street
Crested Butte, CO 81224

325503157011

325503156010

325503161001

325503160013



Reports

Parcel 61

PARCEL INFORMATION TABLE

Selected Account	R027736 (Click for Complete Card)
Parcel Number	3255-031-56-010
Account Type	Exempt
Physical Address	
LEA	PARKS, RECREATION, OPEN SPACE (29991)
Subdivision	CRESTED BUTTE (TOWN OF)
Lot/Block	17-27 / 40
Tax District	200
Acres	1.424
Number of Buildings	
Total Above Grade Sq Ft	0

OWNERSHIP INFORMATION

Name	CRESTED BUTTE TOWN OF
Mailing Address	PO BOX 39 CRESTEDBUTTE, CO 81224-0039

VALUATION SUMMARY

Total Current Value	\$1426920
Current Assessed Value	\$413810
Mill Levy	67.759
Last Year's Property Taxes	\$0.00

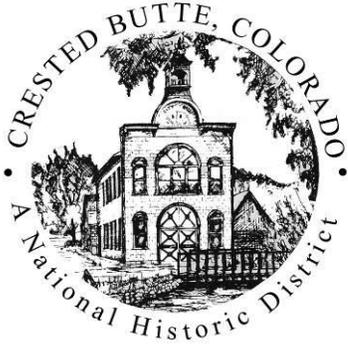
LAST 2 SALES

Date	Amount	Qualified Sale
0000-00-00	\$0	N/A

Parcel List

Legend

Measure



Staff Report

July 24, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

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

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

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

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

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

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

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

2017 \$500 \$0.21 sq. ft.

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

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

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

For comparison on possible annual lease rates for this space:

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

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

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 17, Series 2017.

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

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

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

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

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

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

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

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

AGREEMENT:

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

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

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

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

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is not parking provided on the Premises.

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

(e) Tenant shall pay the gas and electric utilities (both pro rata) and communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

(f) Landlord shall pay the expenses for water, sewer and trash/recycling services for the Premises during the Term.

(g) All exterior signage shall be installed only upon prior approval of Landlord.

2. **Term.**

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

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

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$41.67 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$1,000.00 annually / \$83.33 per month
2 nd anniversary (2019):	\$1,200 annually / \$100.00 per month
3 rd anniversary (2020):	\$1,500.00 annually / \$125.00 per month

Rent shall thenceforth increase 1% each year as follows:

4 th anniversary (2021):	\$1,515.00 annually / \$126.25 per month
5 th anniversary (2022):	\$1,530.15 annually / \$127.51 per month
6 th anniversary (2023):	\$1,545.45 annually / \$128.79 per month
7 th anniversary (2024):	\$1,560.91 annually / \$130.08 per month
8 th anniversary (2025):	\$1,576.52 annually / \$131.38 per month
9 th anniversary (2026):	\$1,592.28 annually / \$132.69 per month

10th anniversary (2027): \$1,608.20 annually / \$134.02 per month

(b) Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(c) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be of \$500.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$0.63 per sq. ft. by 2020 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$12,000
\$7.50 per sq. ft.	\$18,000
\$10.00 per sq. ft.	\$24,000

4. **Landlord's Access.** Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

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

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

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

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount

endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

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

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

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

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

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the “**Landlord Parties**”); as applicable, each an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential

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

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

10. **Default Provisions.**

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

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

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

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

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

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

To Tenant: Crested Butte Mountain Theatre, Inc
 P.O. Box 611
 Crested Butte, CO 81224
 Attn:

14. **No Waiver**. No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees**. In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability**. If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns**. The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. **Immigration Compliance**. Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Tenant shall not terminate the contract with the subcontractor if during such three days the subcontractor

provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

19. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

(b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

(d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

(e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

[Remainder of Page Intentionally Left Blank;
Signature Page(s) to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

CRESTED BUTTE MOUNTAIN THEATRE, INC, a
Colorado Non-Profit Corporation

By: _____
Name: _____
Title: _____



Staff Report

July 24, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-18, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 508 Maroon Ave. to Crested Butte Mountain Educational Radio, Inc. dba KBUT

Summary: KBUT has been a long-term tenant of the Town. Their most recent lease expired in 2009. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with KBUT.

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

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

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

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

Discussion: The space that KBUT leases is approximately 2,300 sq. ft. This is one of the larger spaces that the Town rents. They have been paying \$1,000 per year and a portion of the utilities for the building. As drafted the lease would continue to require KBUT to pay a portion of the utilities. The lease rate proposed is as follows:

2017 \$1,000 \$0.44 sq. ft.

2018	\$2,300	\$1.00 sq. ft.
2019	\$3,450	\$1.50 sq. ft.
2020	\$4,600	\$2.00 sq. ft.

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

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

For comparison on possible annual lease rates for this space:

\$5.00	\$11,500
\$7.50	\$17,250
\$10.00	\$23,000

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

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

Recommendation: Staff recommends the Town enter into a lease with KBUT.

Proposed Motion: Motion and a second to approve Ordinance No. 18, Series 2017.

ORDINANCE NO. 18**SERIES NO. 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 508 MAROON AVENUE TO CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO, INC. DBA KBUT**

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

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

WHEREAS, pursuant to Section 31-15-713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, on February 2, 2004, the Town entered into a multi-year lease with Crested Butte Mountain Educational Radio, Inc. dba KBUT (“KBUT”) for property owned by the Town and located within the building at 508 Maroon Ave; and

WHEREAS, the term of the lease expired on December 31, 2009; and

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20___, with an effective date of September 1, 2017 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and the Crested Butte Mountain Educational Radio, Inc, d.b.a KBUT, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at the Marshal's office located at 508 Maroon Avenue, Crested Butte (the "**Premises**").

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

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

(a) Tenant may use and occupy the Premises solely for community radio broadcast, productions and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant; notwithstanding the foregoing, there is no parking located on the Premises.

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow.

(e) Tenant shall pay 47% of the water, sewer, gas and electric utilities, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

(f) Tenant shall pay for trash/recycling and communications services used by Tenant on the Premises during the Term.

(g) All exterior signage and signage in the shared entry with the Marshals shall be installed only upon prior approval of Landlord.

(h) Tenant shall maintain and keep in good condition and repair the interior of the improvements situate on the Premises. Landlord shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Tenant of the need for such repairs.

2. **Term.**

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

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

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$83.33 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2018):	\$2,300.00 annually / \$191.67 per month
2 nd anniversary (2019):	\$3,450.00 annually / \$287.50 per month
3 rd anniversary (2020):	\$4,600.00 annually / \$383.33 per month

Rent shall thenceforth increase 1% each year as follows:

4 th anniversary (2021):	\$4,646.00 annually / \$387.17 per month
5 th anniversary (2022):	\$4,692.46 annually / \$391.04 per month

6 th anniversary (2023):	\$4,739.38 annually / \$394.95 per month
7 th anniversary (2024):	\$4,786.65 annually / \$398.90 per month
8 th anniversary (2025):	\$4,834.65 annually / \$402.97 per month
9 th anniversary (2026):	\$4,882.99 annually / \$406.92 per month
10 th anniversary (2027):	\$4,931.82 annually / \$410.99 per month

(b) Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(c) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be of \$500.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$2.00 per sq. ft. by 2020 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$11,500
\$7.50 per sq. ft.	\$17,250
\$10.00 per sq. ft.	\$23,000

4. **Landlord's Access.** Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and

extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

6. **Compliance with Laws.**

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

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

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

8. **Insurance.**

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

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

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

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

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

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

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

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

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

10. **Default Provisions.**

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

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

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

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

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

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

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

To Tenant: KBUT-FM
P.O. Box 308
Crested Butte, CO 81224

Attn: Executive Director

14. **No Waiver.** No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability.** If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns.** The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. **Immigration Compliance.** Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the

subcontractor does not stop employing or contracting with the illegal alien; except that Tenant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

19. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

(b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

(d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

(e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

[Remainder of Page Intentionally Left Blank;

Signature Page(s) to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

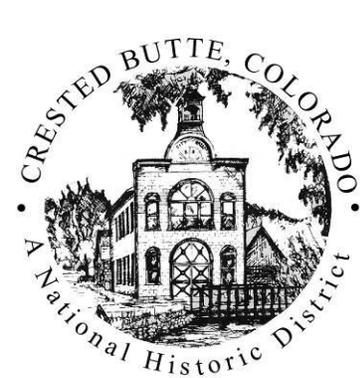
ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

Crested Butte Mountain Educational Radio, Inc, d.b.a KBUT, a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____



Staff Report

July 24, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

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

Date: July 18, 2017

Summary:

At a previous Town Council meeting on June 19th, Council directed Staff to draft an ordinance changing the Code to allow dispensaries to stay open until 9PM. Section 6-5-270 of the current Code stipulates that medical and retail marijuana centers are allowed to be open from 9AM to 8PM only. The Council set the ordinance for public hearing at the last meeting on July 10th.

Background:

At the Town Council meeting on May 15th, Councilor Mitchell communicated the desire she heard from a dispensary owner for a later closing time. It was recalled at the meeting that the closing time was established to balance “mom and pop” dispensaries as well as the business traffic within the neighborhood. Staff was directed to include discussion on a later agenda. On June 5th, the Town Clerk updated the Council that she had not heard back from the proponent for the later closing time. Later in the meeting, Councilor Schmidt stated he had no problems extending the hours for dispensaries, and he wanted the Clerk to contact all of the dispensaries. Stanford reported back to the Council at the meeting on June 19th that she learned that two dispensary owners would prefer a 10PM closing time, one owner preferred it stayed the same at 8PM, and Staff would recommend 9PM for closing if the Council wanted it to be later. Schmidt suggested they move closing time to 9PM, from 8PM.

Legal Implications:

The State Licensing Authority dictates that both Medical and Retail Marijuana Establishments shall not sell or serve Medical or Retail Marijuana or Medical Marijuana-Infused Product or Retail Marijuana Product at any time other than between the hours of 8AM and 12AM, Mountain Time, Monday through Sunday. Local jurisdictions are authorized to further restrict hours.

Recommendation:

Staff recommends that dispensaries be permitted to stay open until 9PM.

Recommended Motion:

Motion to approve Ordinance No. 19, Series 2017 as presented.

ORDINANCE NO. 19**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 6, ARTICLE 5 OF THE CRESTED BUTTE MUNICIPAL CODE TO AMEND REGULATIONS FOR CERTAIN BUSINESSES THAT SELL, MANUFACTURE, AND TEST RETAIL MARIJUANA AND MARIJUANA PRODUCTS**

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

WHEREAS, on November 6, 2012, State of Colorado voters approved Amendment 64 which added Section 16 of Article XVIII to the Colorado Constitution and created a limited exception for criminal liability under Colorado law for, among other things, the sale, manufacture, and testing of retail marijuana and marijuana products under a system of licensed establishments regulated by the State and local governments;

WHEREAS, the Colorado General Assembly adopted enabling legislation for Amendment 64 known as the Colorado Retail Marijuana Code (the "**CO MM Code**"), codified at Title 12, Article 43.4, imposing requirements on the establishment and operation of businesses that sell, manufacture, and test retail marijuana and marijuana products and directing the Governor and the Colorado Department of Revenue (DRS) to adopt rules and regulations for such establishments;

WHEREAS, DRS has adopted rules and regulations (the "**DRS Rules**;" together with Amendment 64, the CO MM Code and the DRS Rules, collectively herein "**Applicable Law**"), set forth at 1 CCR 212-2, as amended, for, among other things, the regulation of the establishment and operation of businesses that sell, manufacture, and test retail marijuana and marijuana products;

WHEREAS, Chapter 6, Article 5 of the Crested Butte Municipal Code (the "**Town Code**") contains regulations adopted by the Town Council on September 16, 2013, Ordinance No. 19 Series 2013, that govern, among other things, the licensing and operation of businesses that sell, manufacture, and test retail marijuana and marijuana products (the "**MM Regulations**");

WHEREAS, Chapter 6, Article 5, Sec. 6-5-270 of the Town Code establishes the hours of operation for medical marijuana centers and retail marijuana centers for the sale of medical marijuana, medical marijuana-infused products and retail marijuana products;

WHEREAS, the Town Council finds that the below amendment to the MM Regulations is consistent with Applicable Law, and in the best interest of the health, safety, and general

welfare of the residents and visitors of Crested Butte and, therefore is appropriate for adoption.

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

Section 1. **Amendment of Section 6-5-270.** Section 6-5-270 of the Town Code is hereby amended by deleting the section in its entirety and replacing it with a new section that shall read as follows:

Sec. 6-5-270. Hours of operation.

Medical marijuana centers and retail marijuana stores may be open for the sale of medical marijuana, medical marijuana-infused products and retail marijuana products, as applicable, during the hours of 9:00 a.m. to 9:00 pm. only, seven (7) days per week. There shall be no restriction on the hours of operation of other marijuana establishments.

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

July 24, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Ordinance No. 20, Series 2017- An Ordinance of the Crested Butte Town Council Amending Section 6-4-10 to Add the Term Booth.

Date: July 20, 2017

Summary:

Ordinance No. 20, Series 2017 adds the term booth to the vending section of the Code. Booth means a temporary structure that is readily movable and is used for vending food that is no more than twenty-four (24) square feet in area and seven (7) feet in height, excluding umbrellas and other similar devices that is removed from its vending location every night. Food vendors would be allowed to vend from either a cart or a booth on either public or private property. The limitation of four total food vendors remains at four.

Background:

The additional term is being added at the request of Jamie and Sasa Watt of Jamie's Jerky. They desire to vend jerky on private property from a booth, rather than a cart, currently allowed under the Code.

Recommendation:

The balance needs to be struck between mobile vendors and brick and mortar businesses. Staff believes the balance is maintained by preserving the limit of four food vendors. The booths would function similar to carts. However, the definition differs from handcarts because of the absence of the requirement of wheels. The requirement for mobility is included in the definition for booth. Staff recommends setting the Ordinance for public hearing.

Recommended Motion:

Motion and a second to set Ordinance No. 20, Series 2017 for public hearing at the meeting on August 8th, 2017.

ORDINANCE NO. 20

SERIES 2017

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AMENDING SECTION 6-4-10 TO ADD
THE TERM BOOTH**

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

WHEREAS, the Town Council wishes to allow food vendors to use booths for food cart vending.

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

Section 1. Amending Section Sec. 6-4-10. Section 6-4-10 is hereby amended to add the definition of the term “booth” and revising the definition of Food Cart to add the term “booth” as follows:

Booth means a temporary structure that is readily movable and is used for vending food that is no more than twenty-four (24) square feet in area and seven (7) feet in height, excluding umbrellas and other similar devices that is removed from its vending location every night.

Food cart means handcart or booth from which food such as hot dogs, tacos, ice cream, candy, nonalcoholic beverages and other traditional, hand-carried ready-to-eat food and drink are sold. A food cart vendor is one who sells food and drink using a food cart and who meets the definition of vendor found in this Article. Food cart vending is the act of selling food and drink using a food cart by one who meets the definition of vendor found in this Article.

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

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

July 24, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-21 – An ordinance of the Crested Butte Town Council approving an Amended Intergovernmental Agreement with the Town of Mt. Crested Butte for the Mountain Express Transportation System

Summary: The Mountain Express transportation system is established through an intergovernmental agreement (“IGA”) between Crested Butte and Mt. Crested Butte. The most recent IGA which was executed in 2010 expired at the end of May, 2017. The proposed amended IGA would extend the operations of Mountain Express in substantially the same manner as it has been operating.

Background: Mountain Express has been operating since 1990 providing public transportation in Crested Butte and Mt. Crested Butte. The two towns each have the authority to operate public transportations, or to jointly form a separate and distinct public entity to provide transportation services which they have done through the formation of Mountain Express. In order to continue, the IGA between the two entities must be renewed.

Discussion: The amended IGA before the Council for consideration is almost identical to the previous version which expired in May. There are two changes:

- 1) The due date for payments from the towns to Mt Express has been extended from 5 days after the first day of each month to 15 days. This was done because it is often difficult for the entities to actually turn around payments that quickly each month after collection of sales taxes.
- 2) The term has been changed from 7 years to 10 years with an automatic renewal of 10 years unless either party gives notice of termination of the agreement at least 180 days prior to the renewal. Rather than having the agreement expire again in the future for such an important entity in the community, this will allow for it to continue unless either party feels it should be terminated.

The Mt. Express Board has reviewed the previous IGA and at their meeting on July 20, 2017 they voted to recommend that the two towns execute an amended IGA substantially similar to the previous version with the two changes noted above.

Legal Implications: If the two towns should choose not to approve an IGA, Mt. Express will cease to exist. The Town Attorney has reviewed the amended IGA.

Financial Implications: The financial obligations of the Town to support Mt. Express do not change under the amended IGA. The Town will continue to contribute 95% of the 1 cent sales tax adopted by the Town for transportation and other purposes pursuant to Ordinance 1982-11. Similarly, the Town of Mt. Crested Butte's financial obligations remain unchanged.

Recommendation: Staff recommends adopting Ordinance 2017-21.

Proposed Motion: Motion and a second to set Ordinance No. 21, Series 2017 to public hearing at the August 8th Council meeting.

ORDINANCE NO. 21**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF MT. CRESTED BUTTE FOR THE MOUNTAIN EXPRESS TRANSPORTATION SYSTEM**

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 and the Town of Mt. Crested Butte (“Mt. Crested Butte”) each have the authority and power to own, maintain, and operate public transportation systems; and

WHEREAS, the Town and Mt. Crested Butte are authorized through Article XIV, Section 18, or the Colorado Constitution, Section 14.5 of the Town’s home-rule charter, and C.R.S. 29-1-203 to contract to provide for the joint exercise of any function, service, or facility lawfully authorized to each; and

WHEREAS, the Town and Mt. Crested Butte have previously entered into an Intergovernmental Agreement for Mountain Express Transportation dated April 18, 2010 (the “2010 IGA”) which established a transportation system known as “Mountain Express”, established as a separate and distinct public entity or instrumentality to provide transportation services; and

WHEREAS, Mountain Express has been continuously operated to provide transportation services since 1990; and

WHEREAS, the term of the 2010 IGA expired on May 31, 2017; and

WHEREAS, the Town affirms, by entering into this agreement, the need for an organizational framework through which it will work with Mt. Crested Butte to provide public transportation to the citizens and visitors as an alternative to the private automobile; and

WHEREAS, the Town Council and the Town of Mt. Crested Butte wish to enter into the Amended Intergovernmental Agreement for Mountain Express Transportation System (the “Amended IGA”) attached hereto as Exhibit A; and

WHEREAS the Town Council finds hereby that approving the Amended IGA is in the best interest of the general health safety and welfare of the Town, its residents and visitors alike.

NOW, THEREFORE, BE IT ORDAINED 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 Mayor**. Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the Amended Intergovernmental Agreement for Mountain Express Transportation System in substantially the same form as attached hereto as **Exhibit "A"**.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

AMENDED INTERGOVERNMENTAL AGREEMENT FOR MOUNTAIN EXPRESS
TRANSPORTATION SYSTEM

[attach form of agreement here]

AMENDED INTERGOVERNMENTAL AGREEMENT FOR
MOUNTAIN EXPRESS TRANSPORTATION SYSTEM

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the TOWN OF CRESTED BUTTE, a Colorado home-rule municipality (hereinafter referred to as "CRESTED BUTTE") and the TOWN OF MT. CRESTED BUTTE, COLORADO, a Colorado home-rule municipality, hereinafter referred to as "MT. CRESTED BUTTE." The parties are hereinafter collectively referred to as "TOWNS."

W I T N E S S E T H:

WHEREAS, the TOWNS each have the authority and power to own, maintain, and operate public transportation systems; and

WHEREAS, each of the TOWNS are authorized by reason of Article XIV, Section 18, of the Colorado Constitution, Section 14.5 of Crested Butte's home-rule charter, and Section 29-1-203, C.R.S., to contract to provide for the joint exercise of any function, service, or facility lawfully authorized to each; and

WHEREAS, the TOWNS have previously entered into an Intergovernmental Agreement for Mountain Express Transportation dated April 18, 2010, which established a transportation system known as "MOUNTAIN EXPRESS", established as a separate and

distinct public entity or instrumentality to provide transportation services; and

WHEREAS, MOUNTAIN EXPRESS has been continuously operated to provide transportation services since 1990; and

WHEREAS, the TOWNS affirm, by entering into this agreement, the need for an organizational framework through which they will provide public transportation to the citizens and visitors as an alternative to the private automobile; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, it is agreed by the parties as follows:

1. STATEMENT OF PURPOSE. The purpose of this agreement is to continue a public transportation system. The TOWNS, by this agreement, desire to continue the existence of the previously established transportation entity separate and distinct from the two TOWNS, with the authority and responsibility to:

A. Own, operate, and administer a public transportation system, both within and without the corporate limits of each of the TOWNS.

B. Contract with any person, firm, or public agency to use, manage, and operate its transportation facilities.

C. Such additional acts that are necessary to effectuate this agreement.

D. It is the intention of the parties that this agreement continues the existence of the previously established separate legal entity to provide the transportation services described herein pursuant to 29-1-203(4), C.R.S.

E. It is further the intention of the parties that the separate legal entity previously created and continued pursuant to this agreement is and shall be a public entity, as the term is defined at 24-10-103(5), C.R.S., and be entitled to all the rights and subject to all the obligations and duties of public entities pursuant to the Colorado Governmental Immunity Act, being Title 24, Article 10, Part 1, C.R.S.

2. ADMINISTRATION OF AGREEMENT.

A. Continuation of a Transportation System.
Upon the effective date of this agreement, there is continued the Mountain Express, a transportation system, hereinafter referred to as "MOUNTAIN EXPRESS", a separate and distinct public entity or instrumentality, as the legal entity to

exercise the common powers provided for in this agreement, and to administer or otherwise execute the terms of this agreement.

B. Board of Directors - Appointment.

i. MOUNTAIN EXPRESS shall be governed by a board of directors consisting of five members. The board of directors shall be appointed by motions adopted by the individual TOWNS from persons nominated as follows: (a) Two members nominated by the Town Council of Crested Butte; (b) Two members nominated by the Town Council of Mt. Crested Butte; (c) One person nominated by majority vote of the four members of the board of directors identified in (a) and (b) hereof.

ii. The members of the board of directors nominated by the Town Councils of the TOWNS serve at the pleasure of the respective Town Councils and may be removed at any time by majority vote of the Town Council which nominated that particular member of the board of directors of MOUNTAIN EXPRESS.

iii. The one member of the board of directors nominated by majority vote of the remaining four members of the board of directors may be removed only upon the adoption of a motion by a majority of the remaining members of

the board of directors finding a violation of the director's duties and obligations to MOUNTAIN EXPRESS.

iv. The term of each nominated member of the board of directors of MOUNTAIN EXPRESS shall be for a term of two years.

C. Board of Directors - Organization. The board of directors shall abide by the previously adopted written bylaws that govern the organization and operation of MOUNTAIN EXPRESS. The bylaws shall include the following, but not be limited to:

i. Designation of officers, including chairperson, vice-chairperson, secretary, and treasurer.

ii. Appointment of officers and their duties.

iii. Filling of vacancies.

iv. Officers' performance bonds.

v. Meeting schedules.

vi. Calling of special meetings.

vii. Quorum.

viii. Manner of voting.

ix. Appointment to administrative committees.

- x. Parliamentary procedures.
- xi. Procedure for amendment of bylaws.
- xii. Minutes and records of meetings.
- xiii. Authority to sign documents and checks.

Any amendments to the bylaws shall follow the amendment procedure set forth in the bylaws.

D. Board of Directors - Responsibilities. The primary responsibility of the board of directors is to provide for a safe, reliable, and financially-sound transportation system. Within the board's overall responsibility to govern the operation of the transportation system, the board shall:

- i. Adopt policies and procedures to govern the operations, personnel, and procurement practices necessary to operate the system, or in the alternative, to enter into management contracts with any entity which incorporate the foregoing.

- ii. Adopt and from time to time amend a transportation development plan, which may include route structures and fares.

- iii. To adopt an operating and capital budget for MOUNTAIN EXPRESS.

iv. To review and adopt a minimum five-year financial plan for the capital needs of MOUNTAIN EXPRESS.

v. To employ a general manager or enter into a management contract for the management of the transportation system, which may include the hiring of the necessary staff for operation of the system.

vi. To report, in writing, to the respective Town Councils at a minimum of once per year at meetings of the respective Town Councils. This report shall include, but not be limited to, the financial status, fleet status, ridership, operations, route configuration, service agreements, and program recommendations for the next season of transportation operations. At such meetings, the board of directors of MOUNTAIN EXPRESS and the respective Town Councils shall review this intergovernmental agreement, the proposed MOUNTAIN EXPRESS budget, and MOUNTAIN EXPRESS operations.

3. POWERS AND FUNCTIONS OF MOUNTAIN EXPRESS.

MOUNTAIN EXPRESS shall have the powers common to the respective TOWNS to own, operate, and maintain a public transportation system. In the exercise of the powers under this agreement, MOUNTAIN EXPRESS is authorized, under its own name, to:

- A. Employ a general manager or to enter into a management contract.
- B. Employ agents and employees, and contract for professional services.
- C. Make and enter into leases and other contracts.
- D. Acquire, convey, construct, manage, maintain, and operate buildings and improvements.
- E. Acquire and convey real and personal property.
- F. Incur obligations and liabilities.
- G. Accept contributions, grants, or loans from any private entity, public agency, or the United States, or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance, or operation of the transportation system.
- H. Invest money that is not needed for the immediate necessities of the transportation system as the board determines advisable in the same manner and upon the same conditions as other local governmental entities in the State of Colorado.

I. Obtain or contract for such insurance as is reasonably necessary to protect the assets of MOUNTAIN EXPRESS, and to protect the interests of the two TOWNS.

J. Sue and be sued in its own name.

K. Do all other acts reasonably necessary to carry out the purpose of this agreement.

The powers to be exercised by MOUNTAIN EXPRESS are subject to the same authority and restrictions, immunities, and liabilities as those imposed upon the respective TOWNS in the exercise of similar powers. In the event of conflicting provisions or requirements of the method of exercising specific authorities granted to each of the TOWNS, MOUNTAIN EXPRESS shall comply with the more restrictive of the requirements. MOUNTAIN EXPRESS shall be strictly accountable for all funds received, held, and disbursed by it.

4. FINANCING AND BUDGET.

A. MOUNTAIN EXPRESS'S fiscal year shall be January 1 through December 31.

B. The board of MOUNTAIN EXPRESS shall consider and, following a public hearing thereof, adopt an annual budget and a five-year capital improvement program. Copies of the annual budget and the five-year capital improvement program

approved by the board of directors of MOUNTAIN EXPRESS shall be submitted to the respective Town Councils for their review and implementation pursuant to this agreement. The annual budget and five-year capital improvement program shall comply with applicable local governmental budgetary laws of the State of Colorado.

C. The Town of Mt. Crested Butte shall contribute 95 per cent of the 1 cent sales tax adopted by the Town for transportation and other services pursuant to Ordinance No. 12, Series 1982, of the Town of Mt. Crested Butte and not less than 25 per cent of the proceeds of the 4 per cent Admissions Tax adopted by the Town and designated for transportation pursuant to Ordinance No. 7, Series 2002, of the Town of Mt. Crested Butte. The Town of Crested Butte shall contribute 95 per cent of the 1 cent sales tax adopted by the Town for transportation and other purposes pursuant to Ordinance No. 11, Series 1982, of the Town of Crested Butte. Such sums shall be paid to MOUNTAIN EXPRESS by the 15th day of the month following the month in which the proceeds of the sales tax are received by the TOWNS. MOUNTAIN EXPRESS shall account for its use of such funds in accordance with the terms and conditions hereinafter stated.

D. The board of directors of MOUNTAIN EXPRESS shall account for its funds as follows:

i. To provide operating funds to cover the cost of the transportation services described herein.

ii. To provide funds for the purpose of acquiring public transportation facilities and equipment.

5. LIABILITIES. Without a subsequent agreement of the TOWNS, the debts, liabilities, and obligations of MOUNTAIN EXPRESS shall not be the debts, liabilities, or obligations of the respective TOWNS, nor shall the debts, liabilities, or obligations of the respective TOWNS be the debts, liabilities, or obligations of MOUNTAIN EXPRESS. Any contracts entered into by MOUNTAIN EXPRESS shall include a reference to this paragraph.

6. INDEPENDENT AUDIT. An independent audit shall be made of all MOUNTAIN EXPRESS accounts at least annually, and more frequently if deemed necessary by the board of directors. Such audit shall comply legally with governmental audit practices and shall be made by certified public accountants experienced in municipal accounting and federal grants, selected by the board of directors. Copies of such audit shall be provided to the respective TOWNS and made available for public inspection at MOUNTAIN EXPRESS'S office.

7. TERMINATION, DISSOLUTION, AND LIMITATION OF REMEDIES. This agreement shall become effective as of _____, 2017, and continue in force for a term of 10 years until _____, 2027, and will automatically renew in terms of 10 years, unless subsequently extended by the TOWNS or terminated by breach of the agreement by either of the TOWNS or by notice given by either of the Towns prior 180 days to agreement expiration.

In the event of a default in performance of any of the obligations, covenants, or requirements of this agreement which is not corrected within thirty days of written notice thereof sent to the defaulting Town, the non-defaulting Town may elect to either terminate this agreement, in which case MOUNTAIN EXPRESS shall be dissolved as hereinafter set forth, or the non-defaulting Town may seek an order requiring specific performance of this agreement from any court of competent jurisdiction in the Seventh Judicial District, State of Colorado. The remedy of specific performance shall be the sole remedy hereunder, the parties having specifically waived any claim for damages occasioned by the breach of this agreement whether they be actual consequential, or punitive, except that an order requiring a party to contribute funds to the operation of MOUNTAIN EXPRESS shall bear interest from the date such funds

should have been contributed until the same are paid at the Base Rate of Interest charged by the Crested Butte Bank. Neither Town has waived any defense it may have to an action for specific performance by execution of this agreement.

If this agreement is terminated either by the expiration of the term hereof or by reason of a default of either of the parties hereto, all property, equipment, and surplus funds of MOUNTAIN EXPRESS, after satisfaction of the debts, liabilities, and obligations of MOUNTAIN EXPRESS, shall be distributed equally to the respective TOWNS, except that the Town of Crested Butte shall receive by assignment or other appropriate instrument any PUC certificate of authority for operation of a transportation system.

8. ATTORNEY'S FEES. In the event an action seeking specific performance of this agreement is brought, the prevailing party therein shall be entitled to an award of reasonable attorney's fees incurred in the prosecution or defense thereof.

9. AMENDMENTS. This agreement may be amended by written amendment approved by the respective Town Councils, acting separately.

10. BINDING AGREEMENT. This agreement shall be binding upon and inure to the benefit of any successors to or assigns of the parties hereto.

11. ASSIGNMENT. Except as may be specifically provided herein to the contrary, an assignee for security purposes is not a beneficiary of this agreement.

12. SEVERABILITY. Should any part, term, portion, or provision of this agreement be finally decided to be in conflict with any law of the United States or the State of Colorado, or otherwise be found to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, providing such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended in the first instance.

13. AUTHORIZATION. This agreement shall be authorized by ordinance of the Town Council of the Town of Crested Butte and ordinance of the Town Council of the Town of Mt. Crested Butte, County of Gunnison, Colorado.

TOWN OF CRESTED BUTTE, COLORADO

By
Mayor

ATTEST:

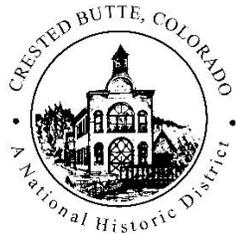
Town Clerk

TOWN OF MT. CRESTED BUTTE,
COLORADO

By
Mayor

ATTEST:

Town Clerk



Staff Report

July 24, 2017

To: Mayor Michel and Town Council

Thru: Michael Yerman, Community Development Director

From: Hilary Henry, Open Space/Creative District Coordinator

Subject: **Crested Butte Land Trust Funding Request for the Replacement of the Gunsight Bridge**

Background:

The Crested Butte Land Trust (Land Trust) is requesting funds from the Town of Crested Butte for the replacement of the Gunsight Bridge. The Land Trust owns the property where the bridge is located and the Town holds the conservation easement. The replacement of the Gunsight Bridge is consistent with the conservation easement for the Gunsight Bridge property.

The Town Council has authorized the Mayor to sign three letters of support for outside grant funding for the replacement of the bridge to the Upper Gunnison River Water Conservancy District (6/17), the Laura Jane Musser Fund (3/17), and Colorado Parks and Wildlife (10/16).

The Land Trust expects that the total project cost will be about \$250,000, though they will not have a final budget until the design and engineering work is completed later this fall. They are requesting that the Town of Crested Butte provide \$20,000 towards the project, which would serve as about 25% of the cash match required for a Colorado State Trails Grant.

Town Staff has reviewed the code for the Land Transfer Excise Tax. The code does not allow Open Space funds to be used on capital improvement projects. Any funds from the Town of Crested Butte for this project would need to be prioritized alongside other projects in the 5-Year Capital Improvement Budget.

Further Direction Needed:

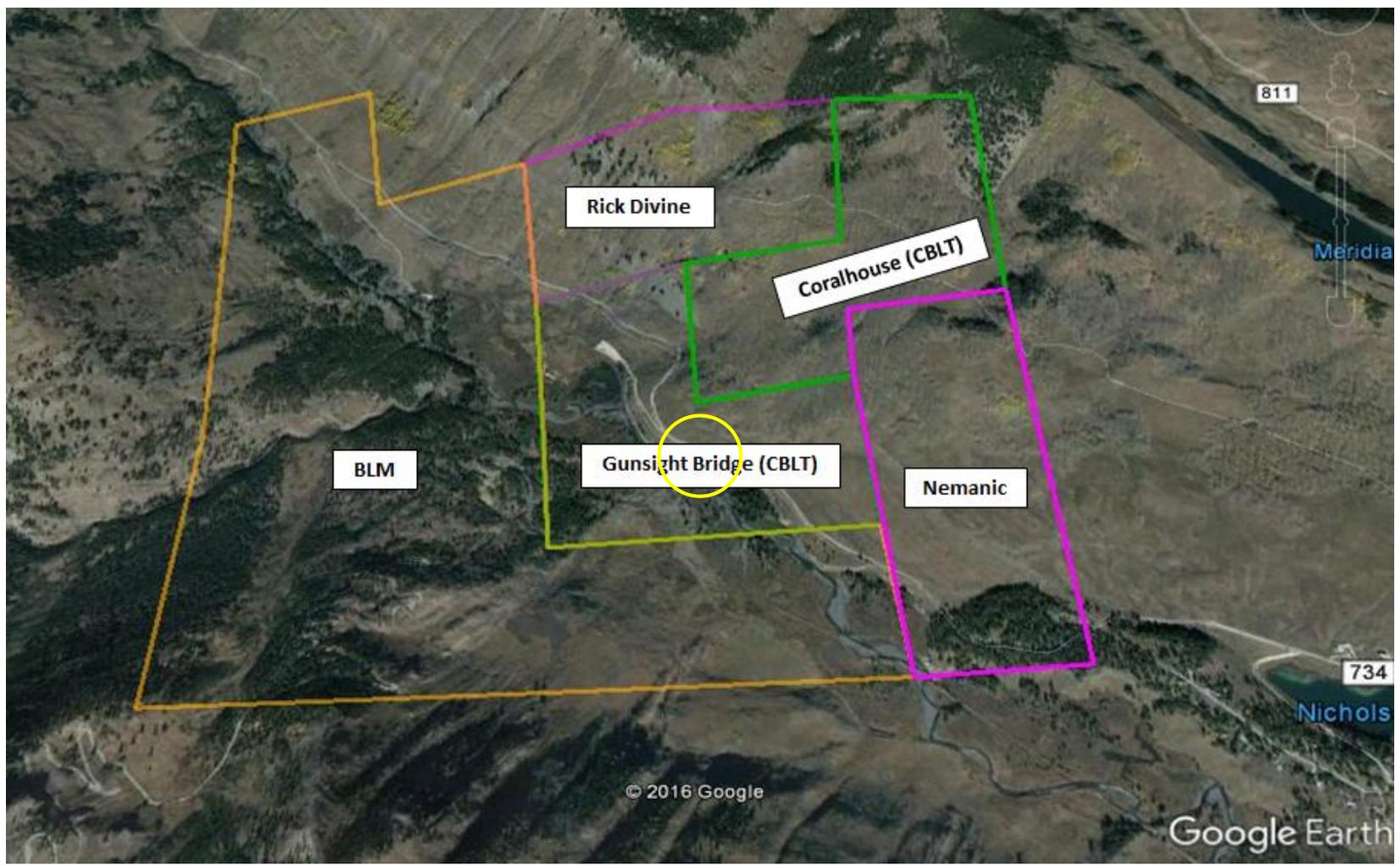
Staff is looking for direction from the Council to include a cash match for its consideration in the 2018 Capital Budget.

Gunsight Bridge

July 24, 2017

Crested Butte Town Council

The Property



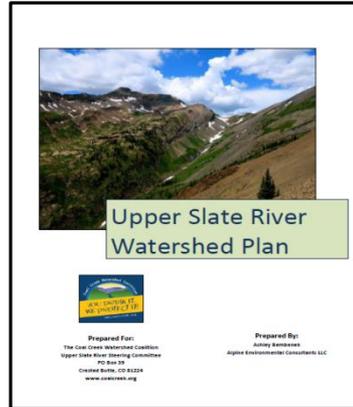
- Wildlife habitat
 - Elk migration corridor
 - Substantial wetland habitat
- Summer and winter recreation
 - Lower Loop trail network
 - Gunsight Bridge Connector
 - Nordic ski and snowshoe trails
- Scenic viewshed
- Historic grazing patterns upheld



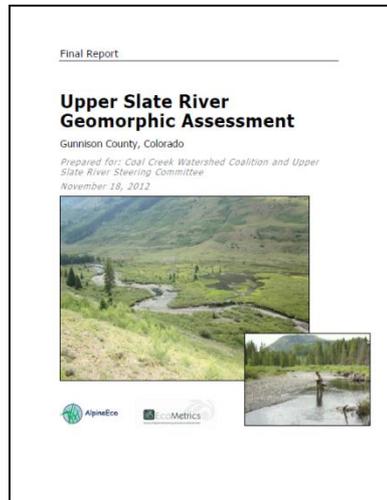


- Phase 1: Study Work
 - In-depth, site-specific studies
- Phase 2: Design and Engineer Work
 - Bridge Engineer
 - 2 Ecologists
- Phase 3: Construction
 - ~2 month construction (September-October)

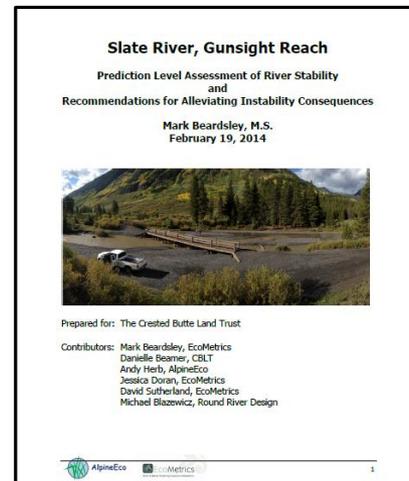
2012 Geomorphic Assessment



2014 Gunsight Reach Prediction Level Assessment



2014 Upper Slate River Watershed Assessment



2015
Visitation
Study



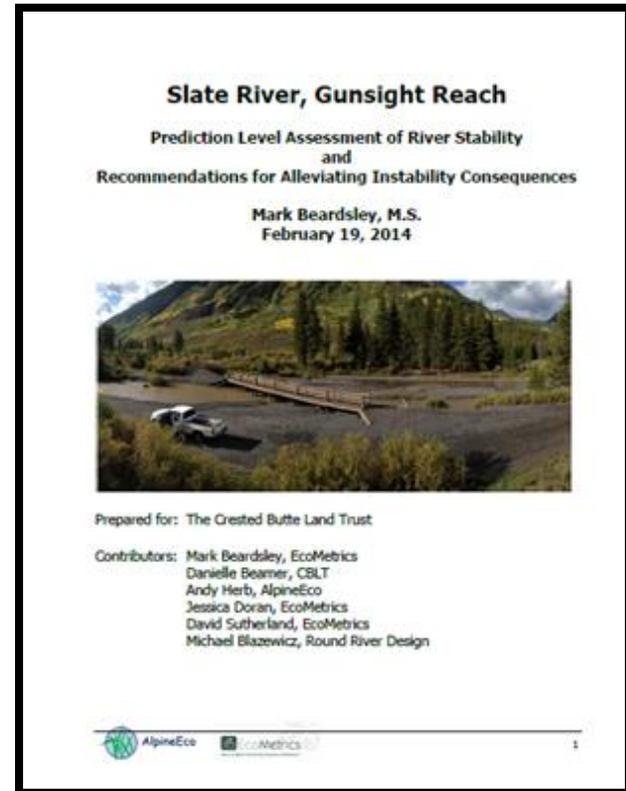
May 2017
Stewardship
grants submitted
to other funders



2015 - 2016
Early project
planning

February 2017
Land Trust
awarded **\$17,850**
from CPW

- Gunsight Bridge and hardened trail as a main stressors to river
 - Bridge span length is too narrow
 - Bridge piers results in blockage
 - Hardened bridge abutments/trail prevent river from flooding onto the floodplain → drying out adjacent wetlands

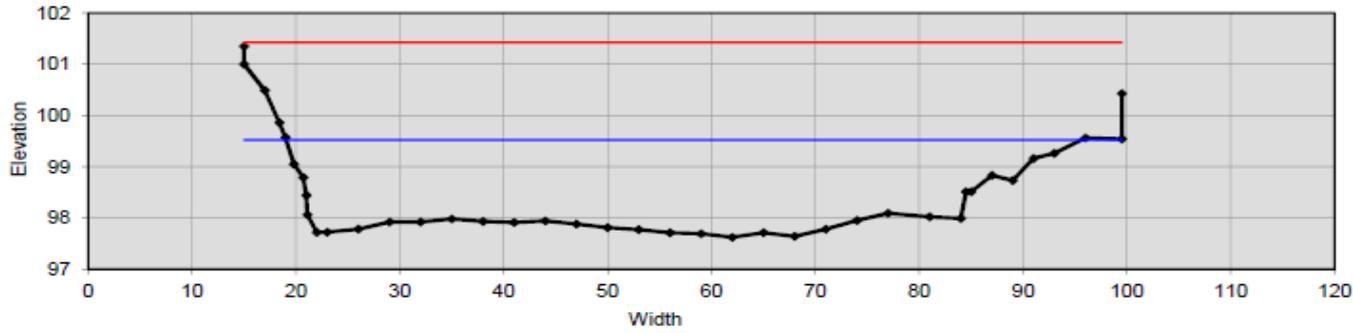


BRIDGE SPAN

- Current bridge span ~80'
- Actual channel top width ~ 40-50'
- Needs to be greatened to accommodate bankfull width (80-160')
- Narrowing further exacerbated by the diagonal bridge alignment across the river, making channel width under bridge 35-40'.



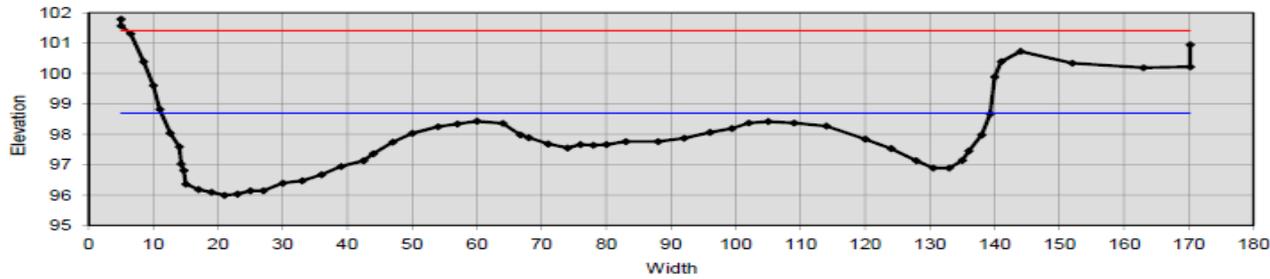
0 + 0 Slate river, Gunsight, Riffle



131

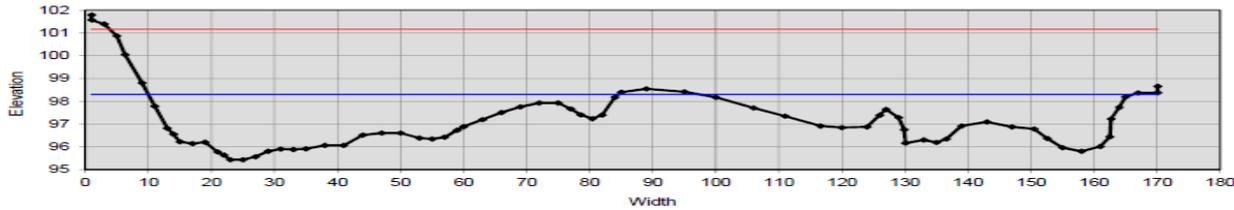
76 ft.

1 + 92 Slate river, Gunsight, Riffle



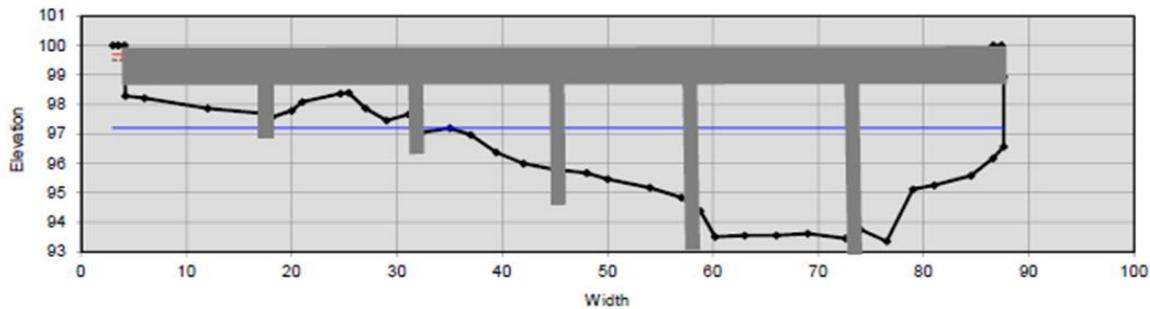
128 ft.

2 + 53 Slate river, Gunsight, Riffle



143 ft.

3 + 2 Slate river, Gunsight, Pool



56 ft.

BLOCKAGE

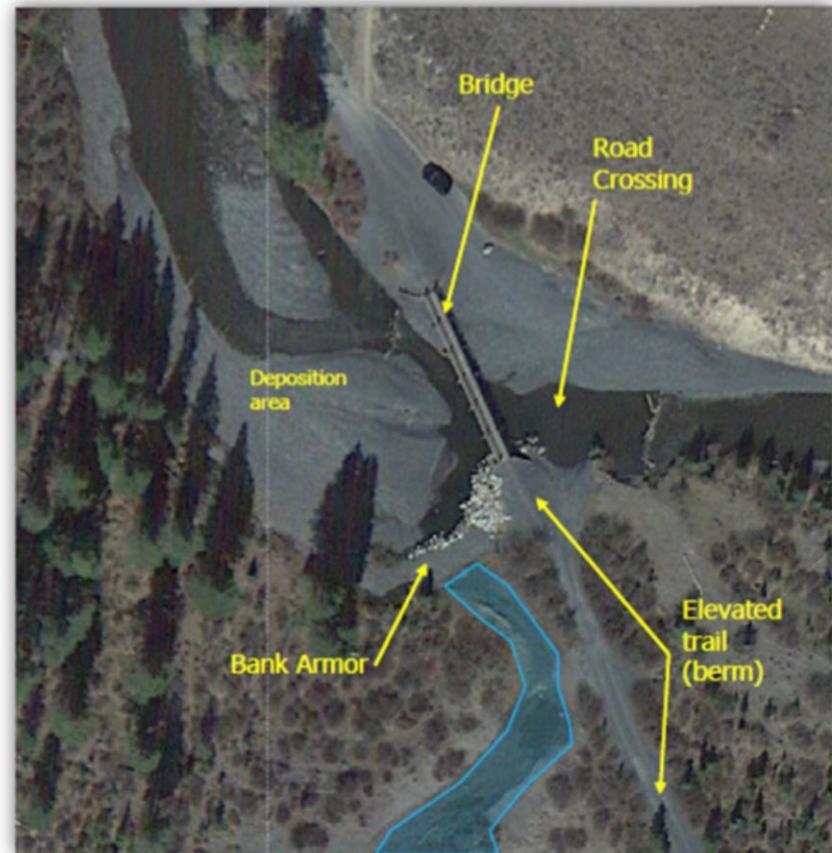
- Bridge supported by 5 sets of four piers.
- Piers collect debris and regularly becomes clogged during high flow
- Blockage and piers affect river hydraulics and scour.
- Increases flood risk



ABUTMENTS

- Hardened banks and elevated trail surfaces prevent river from flooding onto the floodplain.
- Boulder rip-rap of bank protects bridge but limits low flow connectivity.
- Most of hardened bank buried under deposited sediment in 2013.

Figure 6: Aerial View of the Gunsight Bridge

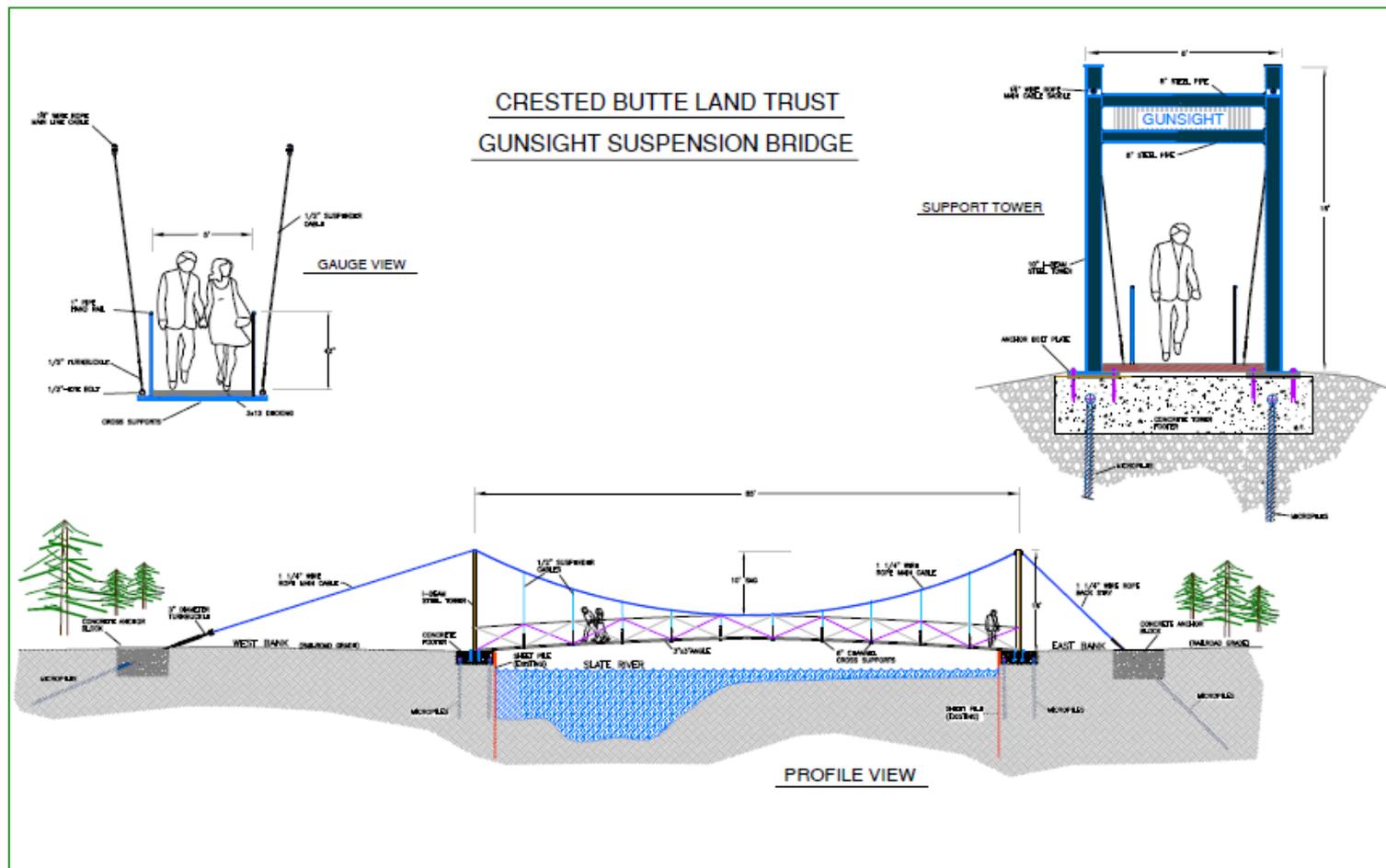


The Gunsight Bridge is aligned diagonally across the Slate River. Bank armor, road crossing, and the berm are identified, as is the deposition area upstream of the bridge. The blue shaded area is backwater habitat. The floodplain area right of the channel (below it on the photo) is wetland upstream of the berm, but much drier upland where it is cut off from overbank flows downstream of the berm.

Project Needs

- Increase bridge length across river channel.
- Design a full span bridge rather than one supported by piers to alleviate the blockage issues.
- Create openings (culverts) in the trail/road that allow flood flows to access a wider floodplain. This would re-water dried out downstream wetlands.

Preliminary Bridge Design



**CRESTED BUTTE LAND TRUST
GUNTSIGHT SUSPENSION BRIDGE**

Project Title: *GUNTSIGHT SUSPENSION BRIDGE; CONCEPTUAL PLAN*
 Location: *SLATE RIVER, CRESTED BUTTE LAND TRUST*

NO.	DATE	REVISION

CANYON BRIDGE LLC

PH: 970-867-1171, CELL: 970-318-2017
 P.O. Box 1381
 183 South Lane Street
 Ridgway, Co 81432

ISSUED DATE: MAY 13, 2019
 SHEET 1 / 1
 PROJECT: GUNTSIGHT

DATE PLOTTED: 05/13/2019 10:04:00 AM PLOT BY: JACOB



Staff Report

July 24, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Public House LLC DBA Public House Application for Restaurant/Bar Seating on Public Sidewalks

Date: July 18, 2017

Summary:

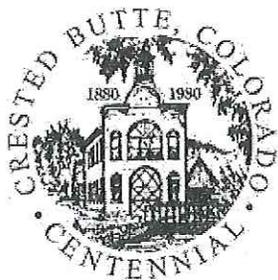
Public House applied for sidewalk seating for the remainder of 2017. Staff met with parties of the applicant at the location at 202 Elk Avenue, and it was determined that based on the submitted diagram, ADA compliance would be maintained. The applicant signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted.

Recommendation:

Staff recommends approving the application for Public House LLC DBA Public House restaurant/bar seating on public sidewalks.

Recommended Motion:

Motion to approve the application for Public House LLC DBA Public House restaurant/bar seating on public sidewalks.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2017

July 14, 2017

Square Footage: 72 Fee Paid: \$216⁰⁰**Business Name:** Public House

Owner: Public House LLC

Address: 202 Elk Ave., Block 28, Lot 16 and W1/2 Lot 15

Contacts: John Featherman, 970.209.7602, john@grassycreek.nl

Laci Wright, 970.366.2233, laci@grassycreek.nl

David Leinsdorf, 349.6111, david81224@gmail.com

Property Owner: Ice House LLC, P.O. Box 1807, Crested Butte, CO 81224
Same contacts as above.

Is it the intent to serve alcohol on the licensed premises Yes No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature]
Applicant Signature and Title

Managing Director

7/14/2017
Date

Conditions Applicable to License

In order to apply for a license the business must meet the following criteria.

1. The business must have a valid conditional use permit and business license for a restaurant/bar issued by the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

Restrictions on time of use of the licensed area are as follows.

9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4th. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way during the time when the restaurant is not open. The containment fencing may be left parallel against the front wall of the business frontage if collapsed.

The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

After approval of the license but prior to utilizing the licensed area the business must provide the following.

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.

DR 8442 (06/28/17)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303)-205-2300

FOR DEPARTMENT USE ONLY

Permit Application and Report of Changes

Current License Number <u>4707710</u>		
All Answers Must Be Printed in Black Ink or Typewritten		
Local License Fee \$ _____		
1. Applicant is a		Present License Number
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		4707710
2. Name of Licensee	3. Trade Name	
Public House LLC	Public House	
4. Location Address		
202 Elk Avenue		
City	County	ZIP
Crested Butte	Gunnison	81224
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A – Manager reg/change	Section C	
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.)\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$200.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 200.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 100.00 <input type="checkbox"/> Change Location Permit (ea) 300.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$300.00 x <u>2</u> Total Fee <u>\$600 (\$300 to start sidewalk seating / \$300 to end)</u>	
Section B – Duplicate License		
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00	<input type="checkbox"/> Addition of Optional Premises to Existing H/R \$200.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____ <input type="checkbox"/> Tavern Conversion No Fee	
Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ <u>600.00</u>

Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

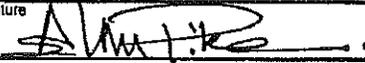
Check the appropriate box in section C and proceed below.

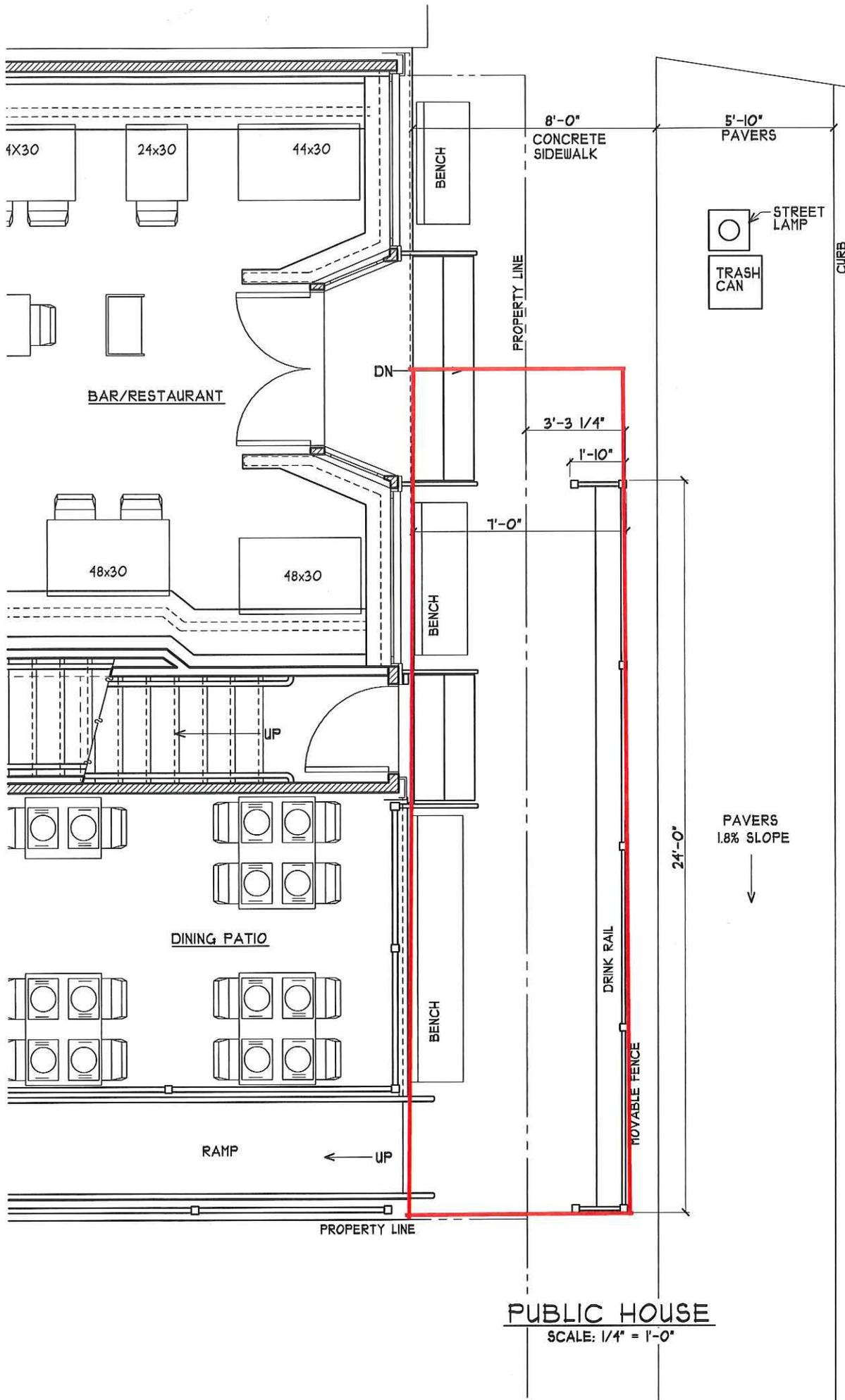
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. **(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. .</p> <p>(a) Describe change proposed <u>Define Town of Crested Butte public right-of-way as being used for sidewalk seating (Exhibit A) within the already permitted liquor licensed premise for Public House LLC (Exhibit B) as approved by the Colorado Department of Revenue via the attached application on page 6 (Exhibit C).</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>07/19/17</u> (mo/day/year) End <u>10/15/17</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$600.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? <u>N/A</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification. <u>N/A</u></p>
Tavern Conversion	<p>10. Tavern Conversion</p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

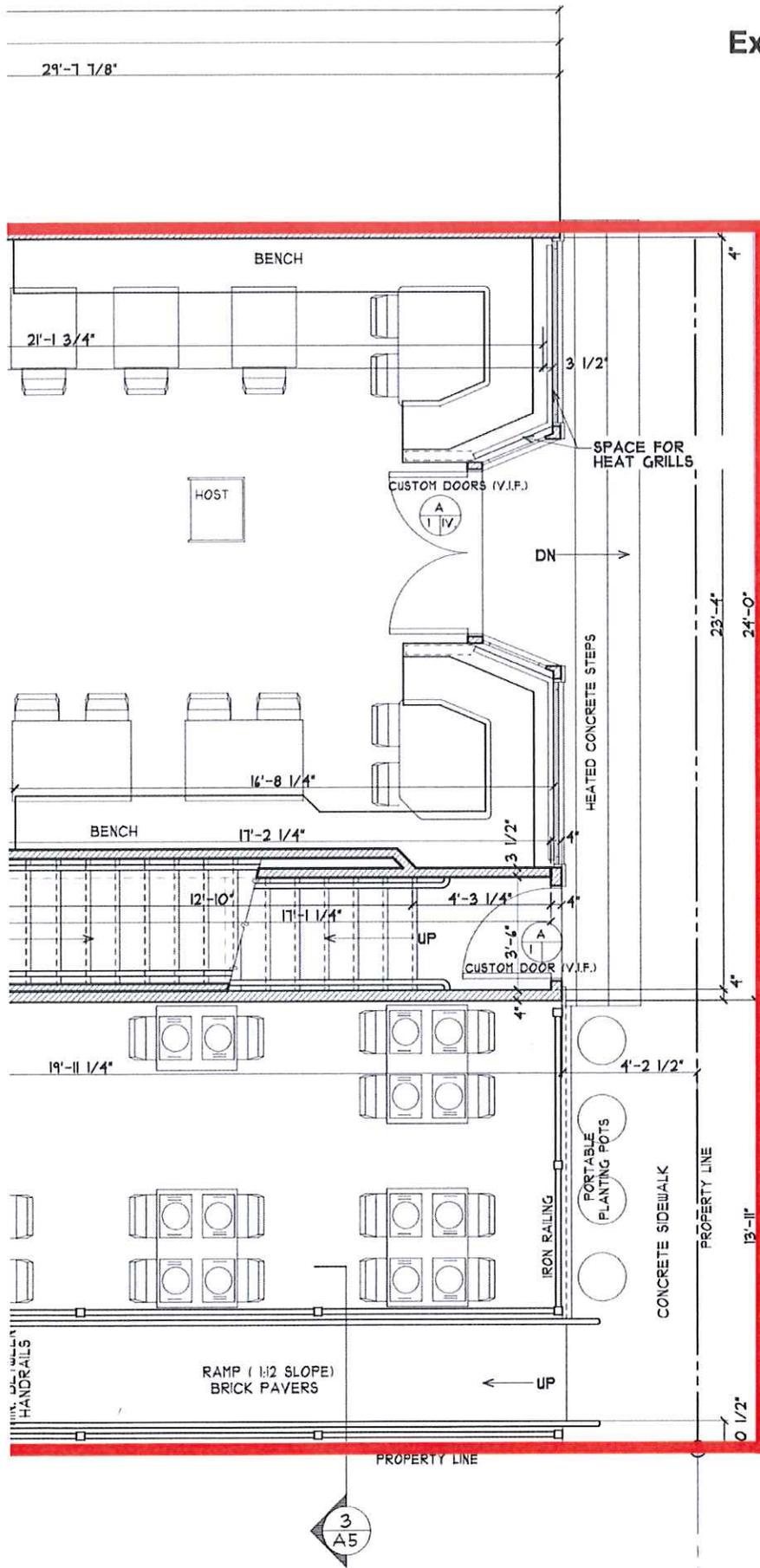
DR 5442 (06/28/17) Page 5

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Title Managing Member	Date 07/19/17
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application Is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date



ELK AVENUE

PUBLIC HOUSE
SCALE: 1/4" = 1'-0"



1ST FLOOR AREA = 1898.3 S.F.

Exhibit C

DR 8404 (08/10/16)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ _____			
1. Applicant is applying as a/an		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation		FEIN Number	
Public House LLC		46-2373552	
2a. Trade Name of Establishment (DBA)		State Sales Tax Number	Business Telephone
Public House			970-349-7761
3. Address of Premises (specify exact location of premises, include suite/unit numbers)			
202 Elk Avenue			
City	County	State	ZIP Code
Crested Butte		CO	81224
4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO Box 1807	Crested Butte	CO	81224
5. Email Address			
kyra@grassycreek.nl			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input type="checkbox"/> Application Fee for New License.....\$920.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1020.00 <input type="checkbox"/> Application Fee for Transfer\$920.00		<input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input checked="" type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment..... \$75.00	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00 <input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50		<input type="checkbox"/> Master File Location Fee\$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____ <input type="checkbox"/> Manager Permit - LLDS/RLS \$100.00 <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County)..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$



CERTIFICATE OF LIABILITY INSURANCE

147

DATE (MM/DD/YYYY)
07/18/2017

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

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

PRODUCER Aon Private Risk Mgmt - New York 199 Water Street New York NY 10038	CONTACT NAME: Brent Blasiak PHONE (A/C, No, Ext): (212) 441-1000 E-MAIL ADDRESS: brent.blasiak@aon.com FAX (A/C, No): (212) 441-1983
	INSURER(S) AFFORDING COVERAGE
INSURED Public House, LLC 202 Elk Avenue Crested Butte CO 81224	INSURER A: Granite State Insurance Compan NAIC # 23809
	INSURER B: Granite State Insurance Company 19445
	INSURER C: National Union Fire Insurance Co
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 22228 **REVISION NUMBER:**

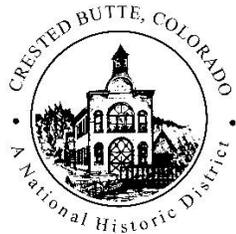
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			02LX0864819424	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			02CA0661438437	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			29-UD-066146627-4	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 Products Hazard \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property - Commercial			02-LX-0864819424	09/30/2016	09/30/2017	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"Certificate Holder has been included as additionally insured."
Liquor liability is included up to the the GL/Excess Liability limits of the policy

CERTIFICATE HOLDER Town of Crested Butte 507 Maroon Avenue P O Box 39 Crested Butte CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Private Risk Management Insurance Agency, Inc.</i>
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Staff Report

July 24, 2017

To: Mayor Michel and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Parking Committee Appointments**

Background:

At the July 10th work session the Council requested the formation of a parking committee to make recommendations to the Town Council on potential parking solutions. The Council instructed the staff to advertise the position and to seek representatives from Mt. Express, Public Works, Marshals, and Community Development Departments. The following are the recommended Council and staff members to sit on the Committee:

Council Members- Jackson Petito and Chris Ladoulis

Mt. Express- Chris Larsen

Public Works- Rodney Due

Marshals- Joe Dukeman

Community Development- Michael Yerman and Bob Nevins

The Town has advertised for citizens and business owners to participate in the committee. The town has put an ad and an article in the Crested Butte News. The Town also sent an E-Alert to attract potential committee members. Attached to this memo are the applications the Town has received to date.

Council Direction:

The town staff is looking for the Council to appoint 2-4 additional citizens or business owners to serve on the committee. The Council should review the attached applications. A ballot will be given to each Council member to vote for their selections. The applicants with the highest number of votes will be appointed to the committee.

Town of Crested Butte

P.O. Box 39

Crested Butte, Colorado 81224

—A Beautiful Mountain Community—

Phone: (970) 349-5338

FAX: (970) 349-6626

www.townofcrestedbutte.com

Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: Kim Raines

Physical Address: 714 Butte Ave
Crested Butte, CO 81224

Mailing Address: PO Box 1846
Crested Butte, CO 81224

E-mail Address: mountaincolors@gmail.com

Phone Number: 970.275.8294

How long have you lived in Crested Butte: 15 years

Why are you interested in the parking issue?

As town gets busier with tourism, I feel a plan that needs to incorporate parking and walking/
biking is crucial. The town parking cannot currently accomodate the people that want to drive and park to Elk
Avenue and I truly feel that this starts with marketing/signage to promote that Elk avenue is about slowing down
and taking in the view. I would love to give input on my ideas and be apart of the smart growth in this town that I love.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

just committed to being a part of this town and helping with smart growth

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: KRE Date: 07.20.17

Town of Crested Butte

P.O. Box 39

Crested Butte, Colorado 81224

-A National Historic District-

Phone: (970) 349-5338
FAX: (970) 349-6626
www.townofcrestedbutte.com

Town of Crested Butte
Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: MARY H. COOPER ELLIS

Physical Address: 1228 SOPRIS AVE
CRESTED BUTTE, CO 81224

Mailing Address: PO Box 1281
CRESTED BUTTE, CO 81224

E-mail Address: coopermh@gmail.com

Phone Number: 970-349-5479; 571-212-3301 (cell)

How long have you lived in Crested Butte: 3 years

Why are you interested in the parking issue?

Residing in a duplex with no off-street parking just one block off Elk, I appreciate the need for reasonable restrictions of nonresidential parking in the town. As a planner by training, I would very much like to help research and recommend parking solutions that work for residents and visitors alike.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

WLA HARP
Member, 2016 short-term rental committee
Member, BOZAR

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: 

Date: 7/20/17

Town of Crested Butte

P.O. Box 39

Crested Butte, Colorado 81224

-A National Historic District-

Phone: (970) 349-5338

FAX: (970) 349-6626

www.townofcrestedbutte.com

Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: John Meyer

Physical Address: 124 Maroon Ave

Mailing Address: PO Box 361

E-mail Address: jandkmeyer@gmail.com

Phone Number: 970-426-6813

How long have you lived in Crested Butte: 8 yrs

Why are you interested in the parking issue?

Proximity to Elk Ave. Concern
for safety of bikes/pedestrians

List any qualification or experience that you feel make you particularly qualified to be on the committee.

BOZAR (4 yrs) Living in Boulder (progressive
city regarding transportation. Visits
to many wheelchair cities, front porch
observations

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: John Meyer Date: 17 July 2017

Town of Crested Butte

P.O. Box 39

Crested Butte, Colorado 81224

-A National Historic District-

Phone: (970) 349-5338

FAX: (970) 349-6626

www.townofcrestedbutte.com

Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: CAITH NORTON

Physical Address: 809 GOTHIC AVE
CB

Mailing Address: PO Box 1614
CB

E-mail Address: caith3@gmail.com

Phone Number: 596-5964

How long have you lived in Crested Butte: 29 yrs.

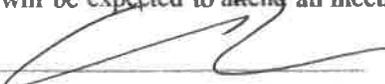
Why are you interested in the parking issue?

I have lived here a long time and have seen drastic increase in car traffic & parking issues. I'm concerned for the safety of pedestrians & bikers as well as the integrity of our down town.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

- 1) Peace Camps Volunteer
- 2) business owner in town for 14 yrs.
- 3) tapped into concerns of locals, visitors and other homeowners as a business owner & long time local.
- 4) health & wellness coach

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature:  Date: 7.18.17

Town of Crested Butte

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Town of Crested Butte Parking Committee

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Name: Kathy Joyce

Physical Address: 507 SOPRIS AVE
CB

Mailing Address: P.O. BOX 1072
CB

E-mail Address: Kjmouse.cb@gmail.com

Phone Number: 970-349-1024

How long have you lived in Crested Butte: 40+ yrs

Why are you interested in the parking issue?

we are directly impacted living in the
historic core and would like to help
find solutions

List any qualification or experience that you feel make you particularly qualified to be on the committee.

have been active in town issues for
many years.

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: Kathryn F. Joyce Date: 7/21/17

Town of Crested Butte

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Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: CHRIS 'BUCK' MYALL

Physical Address: 711 RED LADY AV.
CB,

Mailing Address: POB 1625
CB, CO 81224

E-mail Address: BUCKMYALL@YAHOO.COM

Phone Number: (970) 401 2270

How long have you lived in Crested Butte: 32 yrs

Why are you interested in the parking issue?

AN OVERWHELMING REALITY OF TOWN.
WOULD LIKE TO BE PART OF A HUMAN-CENTRIC
SOLUTION (FOOT/BIKE).

List any qualification or experience that you feel make you particularly qualified to be on the committee.

o MTN EXPRESS DRIVER 18 YRS
o BIKE COMMUTER 32 YRS (year round)
o SKI PATROLMAN (WINTER), MTB GUIDE (SUMMER)
I.E. SAFETY / RISK MANAGEMENT ORIENTED.

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature:  Date: 7-20-2017

Town of Crested Butte

P.O. Box 39

Crested Butte, Colorado 81224

-A National Historic District-

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FAX: (970) 349-6626
www.townofcrestedbutte.com

Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to mverman@crestedbutte-co.gov.

Name: Lynn Moore
Physical Address: 622 Teocalli Ave #6B
Crested Butte CO 81224
Mailing Address: PO Box 2004
Crested Butte CO 81224
E-mail Address: lynski@lynskicb.com
Phone Number: 970 349 1108

How long have you lived in Crested Butte: 40 years

Why are you interested in the parking issue?
Because I think parking is a
problem in Crested Butte and
want to be a part of the
solution

List any qualification or experience that you feel make you particularly qualified to be on the committee.

- I am very organized
- can multi task
- I have the time to commit

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: Lynn Moore Date: 7/21/17

Town of Crested Butte

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Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: Todd Carroll

Physical Address: 809 Sopris, Crested Butte

Mailing Address: PO Box 1545 Crested Butte CO 81224

E-mail Address: cbtoddcarroll@gmail.com

Phone Number: 970-209-9253

How long have you lived in Crested Butte: 12 years in CB, 30+ in North end of the Valley

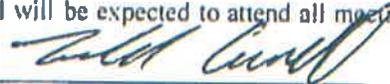
Why are you interested in the parking issue?

I believe that parking is a big issue facing CB and we need to start exploring ideas to address parking issues now and for the future. Parking also has a direct affect on the towns effort with snow removal.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

- 1) Living in the north end of the valley for 30+ years.
- 2) I work in the Community Development department in Mt. CB.
- 3) Former general contractor and draftsman/home designer.

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature:  Date: 7 | 20 | 17

Town of Crested Butte

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Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: Sarah Jane Lubeley

Physical Address: 304 ELK AV. Apt. C
crested Butte, CO 81224

Mailing Address: PO Box 4081
Crested Butte, CO 81224

E-mail Address: cocktails@thedogwoodcb.com

Phone Number: (970) 201-1180

How long have you lived in Crested Butte: 9 yrs.

Why are you interested in the parking issue?

I feel that I have an idea that would be
cost effective and fairly easy to implement. It would
hopefully disperse traffic off of Elk which would
make Elk Ave. more safe for pedestrians and bicyclists.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

I do not have any specific qualifications, but would
like the opportunity to be a part of a team
that makes solutions that are cost effective, put
into action in a timely manner and creates more parking

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: SJ Lubeley Date: 7-21-17

Town of Crested Butte

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Town of Crested Butte Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: Kamilee Garvey

Physical Address: 717 Butte Ave, Unit H
CB

Mailing Address: P.O. Box 272
CB

E-mail Address: eelimak65@gmail.com

Phone Number: 970-209-5032

How long have you lived in Crested Butte: 18 years

Why are you interested in the parking issue?

Because it's becoming a safety issue and
parking seriously needs to be addressed.

List any qualification or experience that you feel make you particularly qualified to be on the committee.

I've lived here 18 years and watched
our community grow and the parking
becoming a huge community issue

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: 

Date: 7-21-17

Town of Crested Butte

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FAX: (970) 349-6626
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Town of Crested Butte
Parking Committee

Application for Committee Appointment. Please submit by July 20, 2017 to Crested Butte Town Hall, P.O. Box 39, 507 Maroon Ave or e-mail to myerman@crestedbutte-co.gov.

Name: DAVID RUSSELL

Physical Address: 622 TERCALL AVE 2A
CB, CO

Mailing Address: P.O. Box 2563
81224

E-mail Address: drenwickr@usn.com

Phone Number: 303-709-6551

How long have you lived in Crested Butte: 1 1/25 years

Why are you interested in the parking issue?
It's been a topic of conversations
forever, ready to go deeper.

List any qualification or experience that you feel make you particularly qualified to be on the committee.
BOZATZ

I understand that the committee will meet periodically in the summer and fall of 2017 and if appointed I will be expected to attend all meetings that I can reasonably make.

Signature: [Handwritten Signature] Date: 7/20/17



Staff Report

July 24, 2017

To: Mayor Michel and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Bus Barn Expansion, River Trail, and Slate River Annexation**

Background:

The Slate River Major Development application started with an annexation petition request to the Town in the fall of 2014 by Cypress Equities (Developer). After a year of negotiations, the proponents withdrew their application for annexation with the Town. During the negotiations with the developer a Public Works Master Plan was prepared. Mt. Express participated in the preparation of this plan. This was contingent on the remediation of the landfill on west side of 8th Street. This plan unfortunately is not able to be developed due to the high costs that would be borne by the Town for the remaining landfill cleanup which was estimated to be up to \$8 million in the original annexation application.

Since the preparation of the Master Plan, the Town's waste water facility is undergoing an expansion and additional space to the east of the existing facility is needed for the plant's continued success. This includes a majority of the space located south of the existing outdoor bus storage to be used for composting and snow storage for the facility in the winter.

As part of the negotiations with the developer for connections to the Town's water and sewer service in 2016, the developer will be installing a river trail and fencing behind the existing bus storage area. This river trail will connect to the Rec Path at the Slate River Bridge and function as a spur to the north along the River for the Rec Path. A fence will be installed on the west edge of the trail between the existing bus storage and the Slate River as part of the trail project to provide security for the entire shop yard.

At the end of 2017 the Mt. Express fleet will include the following vehicles:

- 14 big buses
- 6 small buses
- 2 senior cutaways
- 1 repair truck
- 3 pick up trucks

The fleet has grown over the years in order to keep pace with increasing demands for service. Additional fleet expansion can reasonably be expected in the years to come although it's expected to stabilize at 22 buses/vans for the next few years.

Bus Barn Expansion:

With the new improvements provided by the developer and plans for the waste water plant expansion on the horizon, the Town met with Mt. Express staff to discuss their desire to build an additional bus barn. Due to the River Trail, fencing, and the expansion the waste water plant space is extremely limited. The problem becomes even more acute during the winter due to snow removal and snow storage needs.

After reviewing the initial plans from the developer for the river trail and fencing with Mt. Express staff, it became apparent that the current space for outside bus storage as identified in the lease with the Town is insufficient for the organization's current needs. Also the installation of fencing creates long-term issues for snow removal.

The Town recognizes Mt. Express as an essential service for the north end of the valley. As both Towns continue to grow, the demand for bus service has continuously grown. The long-term success of the organization is contingent on the ability to grow and sustain the existing levels of service. The current site is simply out of room to allow for the long-term success of the organization without investment and planning for additional space outside of the current shop yard.

Solutions:

The Town and developer presented the two options identified below to the Mt. Express Board on July 20th.

Option 1 Complete Relocation of the Mt. Express Facility

Due to the limited space for a possible expansion at the current site, a new parcel of land could be purchased to allow Mt. Express to have a suitable site that could accommodate both the current and future needs of the bus system. Ideally, the new parcel would be located in between the two municipalities or in Mt. Crested Butte. The Town investigated possible sites within Crested Butte and there are no sites large enough to accommodate the needs of Mt. Express.

As part of this relocation, the Town would purchase the existing bus barn to pay off the original grant used to build the bus barn facility. This expansion would also likely require additional financial investments by both municipalities and Mt. Express for the purchase of a new site and the construction of new facilities. After initial discussions with Mt. Crested Butte staff, this option is problematic because of the lack of land available in their jurisdiction as well. There are potential sites south of the Crested Butte but these are not ideal because they are outside of the service area.

Option 2 Covered Bus Parking in Crested Butte

Due to the potential high costs of Option 1, the Town staff met with the Slate River developer on how the current site at the shop yards could be maximized while maintaining space for snow removal and the expansion of the waste water plant. At this time, the developer is designing a 3 sided covered parking area to maximize covered parking in the area currently occupied by the uncovered bus parking. However, it is anticipated that this area will only be sufficient for the current fleet and it would not provide Mt. Express the ability to expand in the future. By providing covered bus parking the developer

is able to screen the bus yard while assisting with the issues of snow removal in this area during the winter.

For the long-term success of this solution, Mt. Express should begin planning now for the storage of condo buses in Mt. Crested Butte. There is no more space available to expand the fleet in the current location.

In preliminary negotiations with the developer, Mt. Express will have to participate in paying for the costs of the 3 sided structure. The developer would pay for the concrete for foundation and pylons for the metal structure as well as manage the construction of the project. The structure could be retrofitted with garage doors and concrete floors in the future but this expense would be borne by Mt. Express.

Next Steps:

The Developer presented the attached concept plan at the July 20th Mt. Express Board meeting. At the time of the Board meeting, the developer estimated that the potential contribution from Mt. Express for the covered bus parking structure would be around \$400,000. However, the Board requested that the developer investigate looking at adding garage doors and a concrete floor on a portion of the structure to enclose 5 additional buses. Additional comments during the meeting included the developer looking at additional design solutions for snow storage, landscaping, and ensuring adequate bus turning movements.

The Board scheduled a special meeting for August 3rd at 9am to review revised plans and cost estimates for the new bus storage structure. If the Board elects to move forward with the plans a contract with the Developer and the Town will be executed for the work including the trail improvements. This contract will come before the Council for their review and consent. The Mt. Express lease would also need to be updated to reflect the new improvements to public works yard.

To: Mayor Michel and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Resolution No. 48, Series 2017- Slate River Development Improvements Agreement**
Date: July 24, 2017

Background

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

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

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

Both Pre-Annexation Agreements were bound to the County's approval of the Major Subdivision of 23 residential lots on the eastern portion of the site and the Developer's ability to clean up the old landfill sites under the Voluntary Clean Up Program (VCUP) under the State's regulations. The County has approved the Major Subdivision which has set in motion the need for the execution of

several agreements. The approval of the County Major Subdivision also sets in motion the Town's annexation process and landfill voluntary clean up (VCUP).

Development Improvement Agreement

The Town is obligated per the Pre-Annexation Agreements to provide water and sewer service to the eastern portion of the property to remain in the unincorporated area of the County. There will also be several roads the Town will maintain after the western portion of the property is annexed. The developer is also responsible for installing several other pieces of infrastructure including an extension of the McCormick Ditch, fencing, and the River Trail Rec Path Extension.

The Development Improvement Agreement (DIA) is intended to protect the Town's interests in infrastructure that will be installed and inspected by the Town. Following a two-year warranty period, the Town will be responsible for the maintenance and repair of this infrastructure. This includes roads located on the western portion of the site, water and sewer lines and associated infrastructure such as lift stations, irrigation lines, 8th Street cleanup, and trail extensions. This agreement is important to the Town for three reasons. First the DIA will give the Town the right to inspect the infrastructure throughout the construction process. Second, the DIA will ensure proper surety is established to guarantee the project will be completed. Lastly, the DIA establishes a two year warranty period in which the developer will provide a 25% surety to cover repair costs to infrastructure dedicated to the Town.

The developer is responsible for providing a surety of 125% of the costs for constructing infrastructure within the Town limits. The County has a corresponding DIA for infrastructure installed in the County and they require the same level of surety. The improvements covered in the Town's DIA include:

- 8th Street extension construction costs
- 10th Street and Teocalli Avenue will require a new valley pan for a lift station connection
- McCormick Ditch extension along 8th Street to provide raw water for irrigation of Town parcels
- Voluntary cleanup costs for the 8th Street right-of-way
- Contractor overhead for the construction of these improvements

Not included at this time of the DIA, are the River Trail, fencing of the shop yards, and Mt. Express covered bus parking. Negotiations are underway for the design of these improvements. The developer has agreed to take on additional costs to assist with the construction of the Mt. Express covered bus barn parking facility. This facility will need to undergo BOZAR architectural review prior to costs being finalized. A separate agreement for the construction of these improvements will come before the Council once a final design is approved.

Additional infrastructure covered under the County DIA will be taken on by the Town upon the completion of the work. These additional improvements include the water distribution infrastructure, sewer collection lines, and the portion of Pyramid Avenue from Gothic Road to the HOA Bridge. The County DIA provides the Town inspection and signoff authority to ensure these improvements meet Town specifications. This infrastructure also underwent and extensive engineering review by the Town staff during the County approval process. All of the improvements listed above will require a 2-

year warranty and the Town will retain 25% of the total costs to ensure the infrastructure success through the warranty period.

Recommended Action:

A Council member make a motion followed by a second to approve Resolution 48, Series 2017 for the Slate River Annexation Development Improvements Agreement.

RESOLUTION NO. 48

SERIES 2017

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING A DEVELOPMENT
IMPROVEMENTS AGREEMENT FOR THE SLATE
RIVER DEVELOPMENT**

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, on May 6, 2017, Gunnison County adopted Resolution No. 17-____ approving the application from Cypress Foothills LP (Developer) for Land Use Change Permit No: 2016-00009 regarding the subdivision of a 44.5 acre parcel (the “Property”) further divided into two parcels bisected by the Slate River, the West Parcel consisting of 14.1 acres, and the East Parcel consisting of 30.4 acres; and

WHEREAS, the West Parcel will be annexed to the Town pursuant to the *Pre-Annexation Agreement* between the Town of Crested Butte and Developer, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on March 14, 2016, bearing Reception No: 638399 and the *Amendment to the Pre-Annexation Agreement*, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 13, 2016, bearing Reception No: 643828. The majority of the West Parcel will be conveyed to the Town with the exception of a parcel known as “Applicant Retained Lands;” and

WHEREAS, the East Parcel will be subdivided into 23 single-family residential lots of up to 5,000 square feet, with the opportunity for a 750 square feet accessory structure, and a Homeowner’s Association lot, on which an owner’s complex may be potentially constructed. All of which will be served with municipal water and sewer; and

WHEREAS, the Town staff has recommended to the Town Council that the Town enter into an agreement for the Developer’s construction of and warranty for certain infrastructure improvements on the Property; and

WHEREAS, the Town Council finds hereby that the Town entering into an agreement for the Developer’s construction of certain improvements is in the best interests 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 Mayor.** Based on the foregoing findings, the Town Council hereby authorizes the Mayor to execute the “Development Improvements Agreement for Slate River Development” in substantially the same form as attached hereto as **Exhibit “A.”**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS
24th DAY OF JULY, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glen Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Development Agreement for Slate River Development

[attach approved form here]

**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
SLATE RIVER DEVELOPMENT**

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

1.0 BACKGROUND.

1.1 The Development. On May 6, 2017, Gunnison County adopted Resolution No. 17-___ approving the Developer’s application for Land Use Change Permit No: 2016-00009 regarding the subdivision of a 44.5 acre parcel (“the Property”) further divided into two parcels bisected by the Slate River, the West Parcel consisting of 14.1 acres, and the East Parcel consisting of 30.4 acres. The Property is located in the SW1/4 of Section 35, Township 13 South, Range 86 West, 6th P.M., Tract Q (aka Lot 13) and as identified on the plat titled: *APETURE Situated in the SW1/4, Section 35, T.13S., R.86W. of the 6th P.M., Gunnison County, Colorado*, created by SGM, dated June 5, 2017 recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on June ___, 2017, bearing Reception No: _____.

a. The West Parcel will be annexed to the Town pursuant to the *Pre-Annexation Agreement* between the Town of Crested Butte and Developer, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on March 14, 2016, bearing Reception No: 638399 (“*Pre-Annexation Agreement*”) and the *Amendment to the Pre-Annexation Agreement*, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on December 13, 2016, bearing Reception No: 643828 (“*Amended Pre-Annexation Agreement*”). The majority of the West Parcel will be conveyed to the Town with the exception of a parcel known as “Applicant Retained Lands.”

b. The East Parcel will be subdivided into 23 single-family residential lots of up to 5,000 square feet, with the opportunity for a 750 square feet accessory structure, and a Homeowner’s Association lot, on which an owner’s complex may be potentially constructed.

1.2 Related Agreements: Connection to Town Water and Sewer Systems.

a. East Parcel Wastewater Infrastructure. According to Section 6.4.13. of the *Pre Annexation Agreement*, the Developer is responsible for:

the installation of all utility infrastructure necessary to connect the residential lots on the East Parcel to the Town's sewer system pursuant to and in accordance with the terms and conditions of the Sewer Connection Agreement. All wastewater infrastructure shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by [Developer].

b. East Parcel Water Infrastructure. According to Section 7.5 of the *Amendment to the Pre Annexation Agreement*, Developer will install:

all utility infrastructure necessary to connect the Town's water systems to the East Parcel pursuant to and in accordance with the terms and conditions of a standard development improvements agreement to be executed by [Developer] . . . that is (a) substantially similar to the development improvement agreements the Town has previously used, and (b) not inconsistent with this Amendment. Such infrastructure shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by the [Developer]. [Developer] shall pay the cost and expense of the Town's review and acceptance of the utility infrastructure.

1.3 Related License Agreement: Eighth Street Right-of-Way. According to the *License Agreement* dated May 17, 2017 between the Town and Developer, the Town has allowed Developer to include the Eighth Street Right-of-Way in its Voluntary Clean-up ("V-CUP") Application, to access the Eighth Street Right-of-Way to perform certain work, and to construct Eighth Street and associated utility infrastructure, including extension of the McCormick Ditch. The License Agreement provides that Developer will:

enter into a standard development improvements agreement with the Town that is (a) substantially similar to the development agreements the Town has

previously used and (b) not inconsistent with the Annexation Agreement. All infrastructure constructed pursuant to such development improvement agreement shall be constructed in accordance with the Town Specifications, dedicated to the Town, and maintained by the Town following acceptance thereof, subject to a two-year warranty by [Developer].

1.4 Pyramid Avenue Improvements. Developer has agreed to construct a portion of Pyramid Avenue for the Slate River Development which will be annexed into the Town. Developer will provide the Town with a two-year warranty for Pyramid Avenue Improvements on the west side of the Slate River.

1.5 Related Development Improvements Agreement. Developer and Gunnison County have entered into the *Slate River Development Improvements Agreement* dated ___ that *inter alia* requires Developer to guaranty construction of public improvements. The *Slate River Development Improvements Agreement* and this Agreement satisfy the requirements of the *Annexation Agreement* and *Amendment to the Pre Annexation Agreement* to execute development improvements and provide a two-year warranty for sewer and water infrastructure. The *Slate River Development Improvements Agreement* and this Agreement also satisfies the Developer's requirements set forth in the *License Agreement* to execute a development and provide a two-year warranty for Eighth Street Improvements.

2.0 DEVELOPER CONSTRUCTION OF IMPROVEMENTS.

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

a. Adequate assurance by a registered engineer that all construction done pursuant to this Agreement has been completed in accordance with the *Engineering Plan Set, Slate River Development*, Sheets 1-32, by SGM, dated May 17, 2017, as revised and submitted to Gunnison County; and

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

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

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

3.0 QUALITY OF CONSTRUCTION/WARRANTY.

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

3.2 Warranty. Developer warrants that the Improvements shall remain free from defects for a period of two (2) years from the date that the Town preliminarily accepts the Improvements as provided in Section 8 of this Agreement. During such two-year period, any defect determined to exist with respect to such Improvements shall be repaired or the Improvement replaced, at the Town's option, at the sole cost of the Developer. The Town shall have no obligation with respect to the Improvements, except for snowplowing, until they have been finally accepted by the Town in accordance with Subsection 8.2.

3.3 Notice of Default; Cure Period. Except as provided in Section 3.4 with respect to emergency repairs, the Town shall provide notice to Developer if inspection reveals that any Improvement is defective for any reason. Developer shall have thirty (30) days from the giving of such notice to cure the defect. Such thirty-day time limit may be extended by the Town if the Town determines that such defect cannot reasonably be cured within such thirty-day period. In the event Developer fails to cure the defect within the thirty-day period or any extension thereof granted by the Town, the Town may declare a default under this Agreement without

further notice. No notice shall be required with respect to emergency repairs except as provided in Section 3.4.

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

4.0 COMPLIANCE WITH LAW.

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

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

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

6.0 PERFORMANCE GUARANTY. In order to secure all obligations of the Developer herein, Developer shall, at Developer's sole cost, and before starting work on the Improvements, and before conveying any portion of the Property, obtain and provide to the Town as a guarantee of the performance of its obligations hereunder, including its obligation with respect to the two-year warranty period, the following cash or bond in the amount of \$596,607.88. The amount is calculated to cover 125% of the cost of Improvements located within the Town boundaries; and 25% of the cost of the Improvements located in the County which amount shall be held by Town for the two-year warranty period following construction and inspection by the Town of the infrastructure and improvements.

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

7.0 RELEASE OF GUARANTEE. Developer's Performance Guarantee shall be released and returned to Developer, without interest thereon, only at such time as the Town determines, in its sole discretion, that all of the Improvements have been properly constructed or installed and the two-year warranty period provided for in this Agreement has expired and the Improvements are finally accepted.

8.0 ACCEPTANCE.

8.1 Preliminary Acceptance. Preliminary acceptance of the Improvements shall occur in accordance with the Gunnison County *Slate River Development Improvements Agreement*.

8.2 Final acceptance and Release of Collateral.

a. Twenty-four (24) months following preliminary acceptance, the Town shall inspect all Improvements for final acceptance. The Town Manager shall notify the Developer in

writing of nonacceptance or final acceptance. If the Improvements are not acceptable, the reason for nonacceptance shall be stated in writing, and corrective measures shall be agreed upon by the Town and Developer and timely completed by Developer.

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

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

i. The Improvements have been satisfactorily completed in accordance with the approved plans and specifications for the Improvements;

ii. Developer has delivered to the Town the as-built drawings; and

iii. Developer has delivered to the Town instruments conveying such Improvements to the Town, together with a policy of title insurance demonstrating to the satisfaction of the Town Attorney that the Town or other entity is or will be the owner of such Improvements free and clear of all liens, encumbrances or other restrictions.

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

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

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

9.3 Developer's failure to perform work on the Improvements for a period of more than thirty (30) consecutive days, except for delays occasioned by winter weather conditions, without the prior written approval of the Town;

- 9.4 Developer's insolvency, the appointment of a receiver for Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting Developer;
- 9.5 Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of all or part of the Property in lieu of foreclosure prior to final acceptance of the Improvements by the Town;
- 9.6 Developer's failure to pay to Town upon demand the cost of emergency repairs performed in accordance with this Agreement;
- 9.7 Developer's sale of any real property or transfer of any interest in real property in all or part of the Property prior to preliminary acceptance of the Improvements; or
- 9.8 Developer's violation of any provision of this Agreement, or any applicable provisions of the Town Code;

The Town may not declare a default until fifteen (15) days' advance written notice has been given to Developer; provided, however, that such notice shall not be required with respect to any defective construction for which thirty (30) days' notice of right to cure has been given in accordance with this Agreement.

10.0 MEASURE OF DAMAGES. The measure of damages for breach of this Agreement by Developer shall be the reasonable costs of obtaining the appropriate performance guarantee funds and completing the Improvements, including design, engineering, legal and inspection costs. For Improvements upon which construction has not begun, the estimated cost of the Improvements as supplied by Developer pursuant to and shown on Exhibit A, Developer's Cost Estimate shall be prima facie evidence of the cost of completion; however, neither that amount nor the amount of the Performance Guarantee establishes the maximum amount of Developer's liability. The Town shall be entitled to, but not obligated to, complete all unfinished Improvements after the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.

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

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

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

11.3 Rights under the Law. The Town may exercise such rights it may have under Colorado law, including, without limitation, the right to bring suit against Developer for injunctive relief or for specific performance of this Agreement, or to recover damages for the breach by Developer of this Agreement.

11.4 Easement. Developer hereby grants to the Town, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining and repairing any Improvements. (This will require an exhibit)

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

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

14.0 EROSION CONTROL. Developer shall comply with the applicable provisions of Section 17-6-80 of the Crested Butte Municipal Code during all stages of Improvement construction.

15.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to

such enforcement, shall be strictly reserved to the Town and Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on this Agreement. It is the express intention of the Town and Developer that any person other than the Town or Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16.0 FORM OF PAYMENT. Unless otherwise agreed to by the Town Manager on a case-by-case basis, Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check or wire transferred funds delivered to the Town Manager or his or her designee, or to accounts identified by said person.

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

18.0 INDEMNIFICATION. Developer agrees to indemnify and hold the Town, its officers, employees, agents and insurers harmless from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the construction of the Improvements if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, intentional act or other fault of Developer, any subcontractor of Developer, or any officer, employee, representative or agent of Developer or of any subcontractor of Developer, or which arise out of any workers' compensation claim of any employee of Developer or of any employee of any subcontractor of Developer. Developer agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees, whether or not any such liability, claims or demands alleged are determined to be groundless, false or fraudulent.

19.0 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing

waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Developer or the acceptance of any Improvements.

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

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

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

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

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

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

If to the Town:

Town of Crested Butte
Attn: Town Manager

P. O. Box 39
Crested Butte, CO 81224
(970) 349-5338
Fax No. (970) 349-6626

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

If to Developer:

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

26.0 ENTIRE AGREEMENT. Except as contained in the agreements described in Section 1.2, Related Agreements, this Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.

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

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

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

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

31.0 INCORPORATION OF EXHIBITS. The attached Exhibits are incorporated herein by reference. The Exhibits are:

Dated to be effective the ____ day of _____, 2017.

TOWN OF CRESTED BUTTE, a Colorado home rule municipal corporation

By:

Mayor

ATTEST:

Town Clerk

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

By:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2017, by _____ of Cypress Foothills, L.P., a Texas limited partnership.

Witness my hand and seal.
My commission expires: _____

(SEAL)

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, Mayor, and _____, Town Clerk, of the Town of Crested Butte, a Colorado home rule municipal corporation.

Witness my hand and seal.
My commission expires: _____

(SEAL)

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of July, 2017.

Witness my hand and seal.

My commission expires: _____

(SEAL)

Notary Public

Cost Estimates Cypress

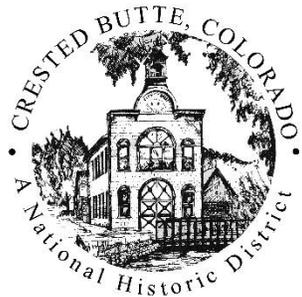
In Town Bonded Items

8th Street	\$	73,122.50
10th Street	\$	8,485.00
Contractor Overhead	\$	12,500.00
McCormick Ditch Extension	??	
VCUP	\$	81,966.00
Total	\$	176,073.50
Bond 125%	\$	220,091.88

2 Year Warranty

Bond In town Items	\$	81,966.00
Pyramind Ave.	\$	252,200.00
Water Distrubustion Line	\$	623,700.00
Sewer Collection Lines	\$	548,198.00
total	\$	1,506,064.00
25% 2 Year warranty	\$	376,516.00

Total Surety	\$	596,607.88
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To: Mayor Michel and Town Council

From: Michael Yerman, Director of Planning

Thru: Dara MacDonald, Town Manager

Subject: **Hiring of Residential/Vacation Rental Inspector**

Date: July 24, 2017

Background:

The Town Council passed Ordinance 12, Series 2016 and Ordinance 6, Series 2017 creating regulations for vacation rentals. The new regulations include requirements for a biannual inspection of all vacation rentals to ensure they meet life safety requirements. Other regulations encompassed in the Ordinances include inspecting required parking and providing information on compliance with other Town ordinances including noise and trash. Beyond inspections, public notices to the neighbors within 100 feet of every vacation rental and tracking of days the rentals are need to be completed per the Ordinances as well as responsibility for following up on any complaints received by neighbors. There are nearly 290 vacation rentals operating in Town. To complete these tasks a new position needs to be created within the Community Development Department.

With the retirement of Bob Gillie, the department is down a certified building inspector to provide backup when needed to the current building inspector. The Town Council also passed the plastic bag ordinance with no staff currently assigned to carry out the enforcement of those regulations. Lastly, this position will assist with ADU and deed restriction enforcement.

The new employee is envisioned to have residential building certification within 1 year of employment with the Town. This will provide needed backup to the building inspector while also providing the necessary training for the position to inspect vacation rentals and to identify potential life safety issues.

Budget Implications:

Overall this position should have minor budget implications beyond 2017 to the General Fund because fees collected by vacation rentals and building permits should pay for a significant portion of expense of the position. The position will require some funding from the general fund for the remaining job responsibilities. However, in 2017 the position will need to be funded prior to the collection of fees. The staff highly recommends hiring this position by the end of the 3rd quarter to allow time for the necessary infrastructure and procedures to be put in place and to allow the vacation rental license application process to begin prior to the 1st of the year.

Direction Needed at this Time:

Town staff is asking the Council for direction to allow for this unbudgeted position to be hired by the end of the 3rd quarter of 2017. This will allow the new position to implement protocols prior to begin the licensing of vacation rentals by January 1, 2018.

Suggested Action:

A motion directing the staff to proceed with the hiring of the Vacation Rental/Residential Inspector with the understanding that the budget impacts will be picked up in a forthcoming budget amendment.



Staff Report

July 24, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 50, Series 2017 - Resolutions 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 7, 2017 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 18, 2017

Summary:

It is required that the County Clerk be notified in writing by July 28, 2017 that the Town of Crested Butte intends to participate in the coordinated election on November 7, 2017. Resolution No. 50, Series 2017 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 29, 2017 is the last day for the coordinating political subdivision to sign intergovernmental agreements for the coordinated election.
- September 8, 2017 is the last day to certify ballot content. The Town Council meeting on Tuesday, September 5 is the last Council meeting to take official action regarding what would be included on the ballot.

Staff Recommendation:

To approve Resolution No. 50, Series 2017.

Recommended Motion:

Motion to approve Resolution No. 50, Series 2017.

RESOLUTION NO. 50**SERIES NO. 2017****RESOLUTIONS 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 7, 2017 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 7, 2017 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 7, 2017 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 7, 2017 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 ___ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

From: [R Mason](#)
To: [Lynelle Stanford](#)
Subject: Fwd: Planning for the overriding future
Date: Friday, July 14, 2017 8:52:37 PM

Lynelle,

Please enter this into the public record.

Thanks,
Roland

Sent from my iPad

Begin forwarded message:

From: <eehicks@twc.com>
Date: July 14, 2017 at 9:15:09 AM MDT
To: <glenmichel@crestedbutte-co.gov>, <rmason@crestedbutte-co.gov>, <jsschmidt@crestedbutte-co.gov>, <cladoulis@crestedbutte-co.gov>, <pmerck@crestedbutte-co.gov>, <jacksonp@crestedbutte-co.gov>, <lmitchell@crestedbutte-co.gov>
Subject: Planning for the overriding future

Council Members,

I know your time is valuable and that you have much to read but please take a minute with what I have to say. I've been approached by many to run for council but after watching forty odd years of change here I think my time is past in this regard. In my opinion, at this point in time, there is really only one overriding issue from which ALL policy decisions need to be considered.

In 1983 I took over the running of the Alpineer and sometime within the next three years I got to know quite a few scientists at RMBL. One of them, and I can't remember who, was the first person to talk to me about the warming of this planet and the implications of that. Please read this (I know it's long but every person on the planet should be reading this stuff):

<http://nymag.com/daily/intelligencer/2017/07/climate-change-earth-too-hot-for-humans.html>

Refugees from the "outside world" have been coming here since I first got here in 1974 (and well before too). Personally, for me, it was always easy to relate to anyone showing up here who had finally figured out that the normal American lifestyle was a disaster; not only for their person but for the physical world in general. It has always been the people who show up here that wanted to bring all of the things from outside, that hadn't yet become dominant here, along with them that I resisted in word and deed.

This valley is already seeing an incredible upswing in refugees from the effects of climate change. I believe that The Eleven and the Koch brothers fortress on the other side of Kebler are the tip of an iceberg that threatens to eventually

overwhelm this valley I've loved and called home for 43 years. I urge you all to begin to enact legislation with an eye towards the kids that will inherit whatever we leave them. I suggest that you first begin with restricting the automobile in every way possible. By doing so you will begin to weed out those with a polluting mentality who believe that it can go on forever AND you will set the stage for what will only have to be done eventually anyway (and precedent setting is going to be highly important when the future finally arrives). Imagine if you will that there are 20,000-50,000 people relocating to this valley as places like Dallas, Houston, and Denver see summer days routinely around 130 degrees. Now imagine a three year span of little or no snow to provide water in this watershed. How will allotment of available water work? I think it better to have laws on the books NOW rather than try and deal with a very frightened population when the you-know-what hits the fan then. It is time NOW to be hyper critical of ANY development and developer that fails to take global warming worst-case scenarios into account in any proposal brought before this town. If you are of the school of thought that the local economy should have the very highest priority no matter what I urge you to realize that when high elevation places like we live in are about the only places inhabitable that no one will be worrying about floating an economic boat they will be concerned with carrying capacity and if there is enough to go around. I suggest you deal closely with the scientists that we have had very close to us since the 1920's in formulating a plan for the future. Even given that, I personally, think it might already be too late for my kids and yours when I look at all of the data available to me. But, I had to make an attempt to reach you and urge you to at least try.

Sincerely,
Ethan Hicks

August 8, 2017**Work Session**

Energy Action Plan Update

GCEA Energy Actions Update

Discussion on e-bike regs

September 5, 2017

Presentation by CB Fire Board of Directors on a Ballot Question for the November Election

Future Work Session Items:

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Special Events
- Double Basements
- Slate River Update

September and October work sessions are reserved for budget.