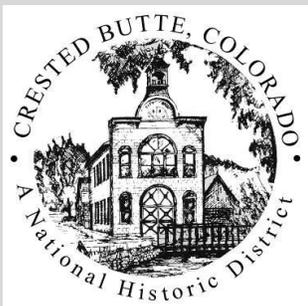


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, August 21, 2017
Council Chambers, Crested Butte Town Hall



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.

6:00 WORK SESSION

- 1) Update on Wayfinding Signage and Proposed Design.
- 2) Update on Backcountry and Open Space Projects and 2018 Budget.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) August 8, 2017 Special Town Council Meeting Minutes.
- 2) August 8, 2017 Regular Town Council Meeting Minutes.
- 3) Award of the 2017 Town Hall Foundation Water Mitigation Project.
- 4) Appointment of Chief Marshal Mike Reily to the 911 Committee and Communications Board.
- 5) Emma Coburn Elk Avenue 5K Special Event Application and Special Event Liquor Permit Located at Elk Avenue and 3rd Street, with the Event Closing 3rd Street from Alley to Alley, Excluding Elk Avenue on September 29, 2017 and Elk Avenue from 1st Street to 5th Street and the Associated Route on September 30, 2017.
- 6) Resolution No. 54, Series 2017 - Resolutions of the Crested Butte Town Council Approving the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.

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. 22, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 Third Street to West Elk Bahk Do Moo Duk Kwan, DBA West Elk Martial Arts.

7:35 NEW BUSINESS

- 1) Appointment of Sullivan Green Seavy as the Firm Representing the Town as Town Attorney.

7:45 2) Discussion and Possible Award of the 2017 Crested Butte Pavement Project.

8:15 3) Discussion on Setting Ballot Language for Vacation Rental Tax.

8:30 4) Resolution No. 55, Series 2017 - Resolutions of the Crested Butte Town Council of the Town of Crested Butte, Colorado, Consenting to the Calling of an Election by the Gunnison Valley Regional Housing Authority on November 7, 2017.

8:40 5) Ordinance No. 23, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 Third Street to The Corporation of the Rocky Mountain Biological Laboratory at Gothic.

8:45 **LEGAL MATTERS**

8:50 **COUNCIL REPORTS AND COMMITTEE UPDATES**

9:05 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:15 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday*, September 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, September 18, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 2, 2017 - 6:00PM Work Session - 7:00PM Regular Council

9:20 **EXECUTIVE SESSION**

1) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) on the water and sewer agreement with Cypress Foothills, LP.

9:50 **ADJOURNMENT**



Staff Report

To: Mayor Glenn Michel and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Work Session Part 1: Wayfinding**

Date: August 21, 2017

The Planning Department has been working since early 2016 to create town-wide wayfinding signage. Town Staff inventoried all existing signage and identified new signage needs.

Last winter, the planning department shared a wayfinding plan with Town Council. In the plan, the planning department listed the goals of the wayfinding project as:

- Consult a creative in the design of a wayfinding system that integrates art/design
- Promote the Town, Historic District and Crested Butte Creative District
- Foster wandering through the Town
- Direct residents and visitors to a central sites for additional, detailed information (ie. Chamber of Commerce)
- Partner with other public organizations with an interest in the wayfinding system
- Promote the integration of wayfinding signs with landscaping and architectural design
- Direct visitors to destinations, points of interest in and near the Town
- Promote underutilized public parking areas

The wayfinding plan also designated four sign types: destination, primary – designed for speeds of 25 mph, secondary – designed for Elk Avenue, and tertiary – designed for residential streets.

In the budget last year, Town Council allocated funds for design, fabrication, and installation of primary, secondary, and tertiary signs. Town Staff will propose additional funding for destination signage next year.

A wayfinding committee formed in March, 2017 to work on the design of the new signage. Committee members included: Austin Ross (BOZAR), Kimbre Woods/Mary Tuck (Creative District), and Chris Ladoulis (Town Council). These committee members were joined by Hilary Henry, Hilary Mayes, and Molly Minneman from Town Staff.

Out of five bids, the wayfinding committee chose Margaret Loperfido of Sprout Studios and Keitha Kostyk of Blaze Associates as the signage designer. They were excited by their local knowledge and

combination of graphic design and landscape architecture knowledge. The committee has met with Margaret and Keitha six times, through numerous design revisions, to develop the wayfinding signage design.

In developing the design for the wayfinding signage, the Committee strived to find a design that

1. Fit the context and character of the Town, especially the historic district
2. Honored the authentic character and iconic symbols of the Town
3. Featured artistic elements, consist with the character of the Creative District

The attached wayfinding design packet presents the design concepts recommended for the Wayfinding Signage by the Wayfinding Committee. The packet has two designs: one for primary signage and one for secondary and tertiary signage. In conversations with Margaret and Keitha, the committee determined that using a single design for these signage types would simplify the design process, reduce fabrication costs, and create a more consistent look throughout Town.

The proposed primary signage design emphasizes the unique building character of the Town of Crested Butte and two of our iconic mountains: Mt. Emmons and Mt. Crested Butte. It also includes wood elements, to be consistent with BOZAR standards.

The proposed secondary signage design features three unique elements of the Town of Crested Butte character: wildflowers, skiing, and mining. These elements were chosen to highlight the summer and winter seasons, as well as our history, natural heritage, and close ties with recreation. The elements will be included in forged iron brackets, a craft that requires exceptional artistic skill, and will highlight our community's commitment to the arts and the Creative District.

The wayfinding committee is honing the details on these designs, but is thrilled to be sharing the concept designs with the Council.

Once the designs are finalized, Town Staff will work with Margaret and Keitha to put out requests for proposals for the fabrication and installation of the signs. Staff will order the signs either this winter or early next spring. As the newly formed parking committee has some proposed changes for the destinations included on the signs, Staff may wait to issue the RFPs for fabrication until they have made final recommendations.



WAYFINDING

C R E S T E D B U T T E

Primary Signs

PRIMARY SIGNS

Town Skyline

Primary signs are meant for folks traveling up to 25mph, therefore they need to make sense at a glance and not distract from the important directional information. Creating a town 'skyline', using various iconic buildings from Elk Avenue, is a way to communicate quickly to people that they are in the Town of Crested Butte. The skyline is low profile enough to allow interaction with the surrounding mountains and environment.



Option #1

Town with Mountains

- Waterjet cut aluminum or steel
- Dark rust powder coat or patina finish for 'frame'
- Lighter colored metal layered underneath the frame for higher contrast and shape visibility
- Wood element ties to secondary/tertiary signage
- Design includes two iconic mountains - Mt. Emmons and Mt. Crested Butte

PRIMARY SIGNS

Town with Mountains - *full wood wrap*

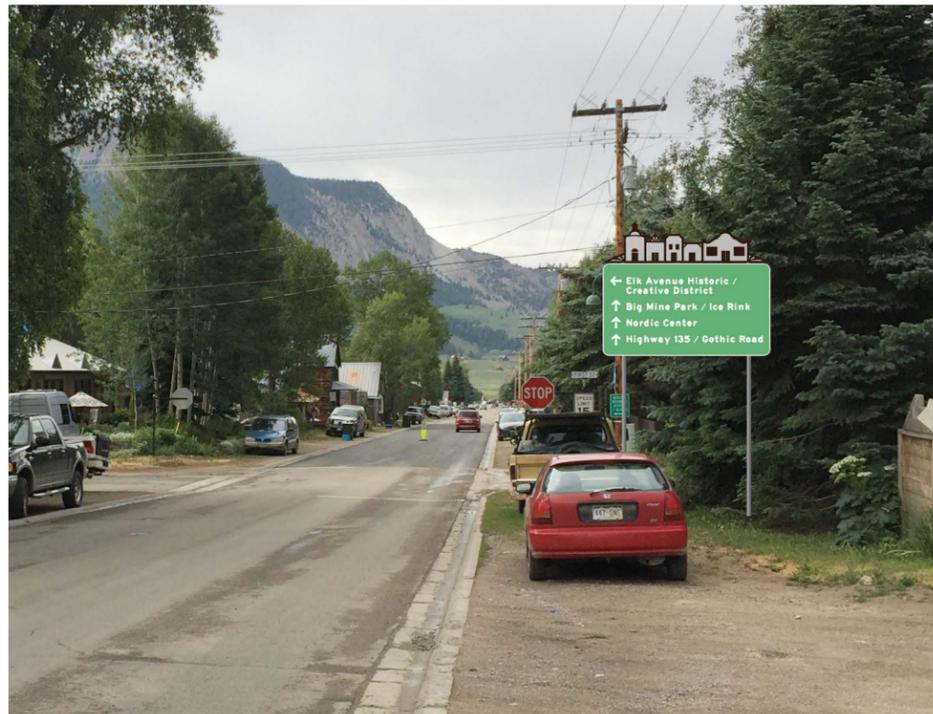
Breakaway metal posts are required by CDOT

Fulfills wood element in Town signage recommended by BOZAR



PRIMARY SIGNS Applied

Example : Sign A-10, no wood wrap



Example : Sign A-10 wood wrap



Example : Sign A-9, no wood wrap





WAYFINDING

C R E S T E D B U T T E

Secondary + Tertiary Signs

SECONDARY SIGNS

Forged Storytelling Brackets

The bracket was an early form of wayfinding that used textures, twists and design elements to communicate to passersby. Locally, you can find brackets up and down Elk Avenue, holding old and new signs. For wayfinding purposes, the bracket allows the sign to affix to existing posts fairly easily, without cluttering or distracting from the directional information on the signs. The brackets take up less vertical space and provide a refined and subtle way to share the history of Crested Butte.

The committee has selected three storytelling elements to be conveyed through forged metal brackets. They are : Recreation (ski poles), Mining (coal ax), Environment (wildflower).

Example Forged metal details, wraps and twists



SECONDARY SIGNS

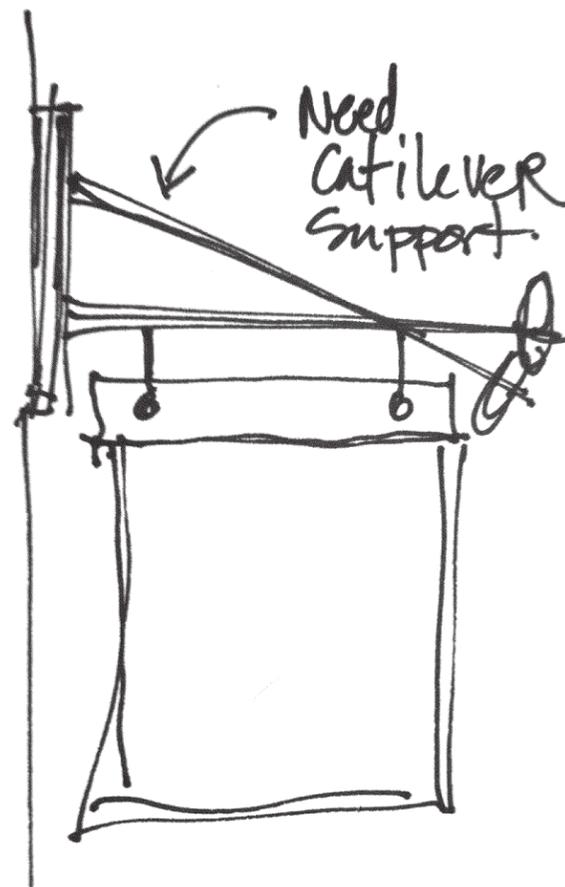
Forged Storytelling Brackets - *Recreation (ski poles)*

It all started with skiing as post-mining era Crested Butte saw the development of the Mt. Crested Butte ski area.

This has both historical and modern significance, and is a major factor in the story of our Town. The ski pole is also a seasonal reminder of our notoriously long winters.



Example Images :

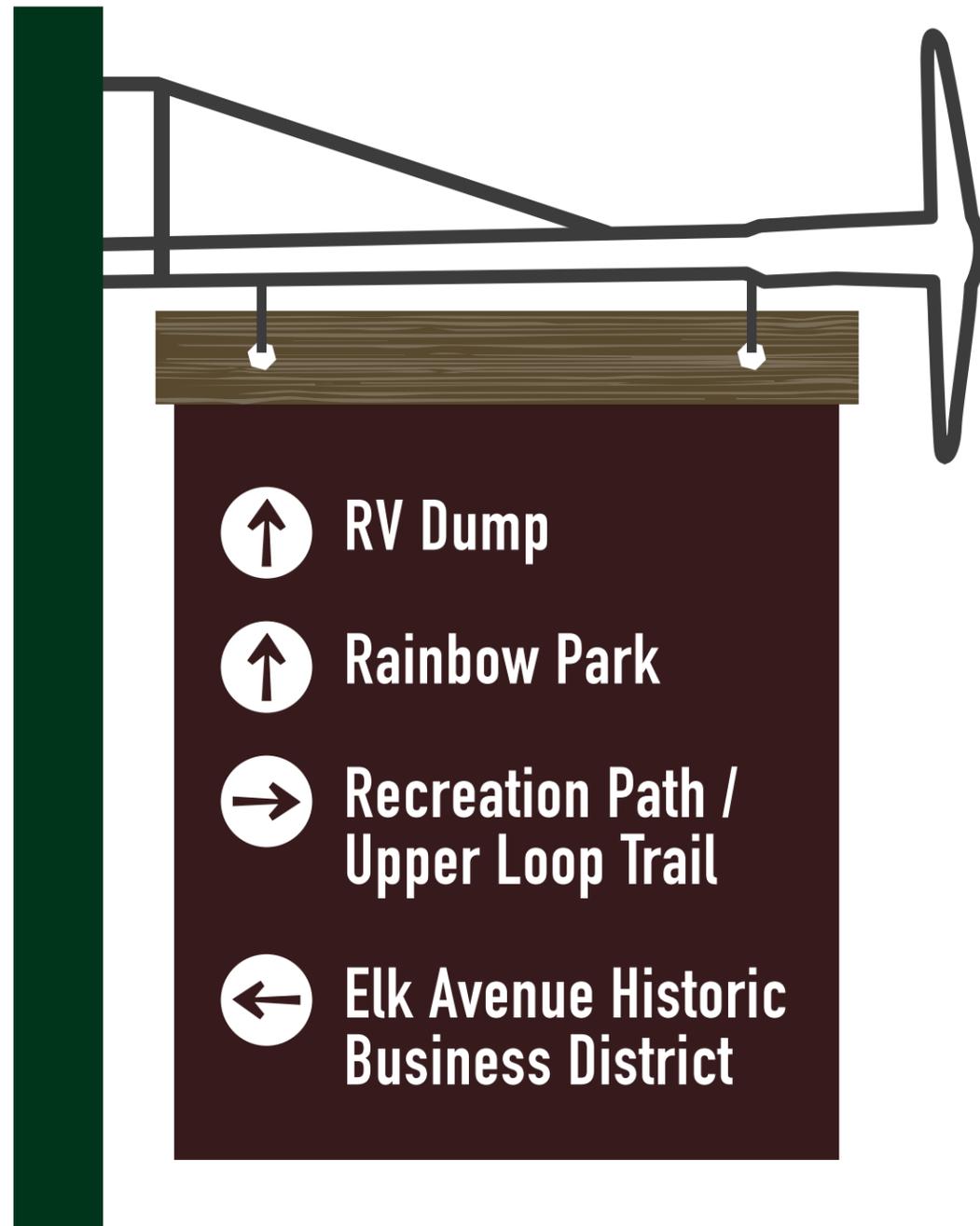


- Forged steel ski pole bracket and hangers (potential for decorative element)
- Railroad tie shape drill or bolt to fix hanger to wood sign mount
- Aluminum or steel sign with dark rust powder coat or patina finish
- Bold, white reflective lettering and arrows

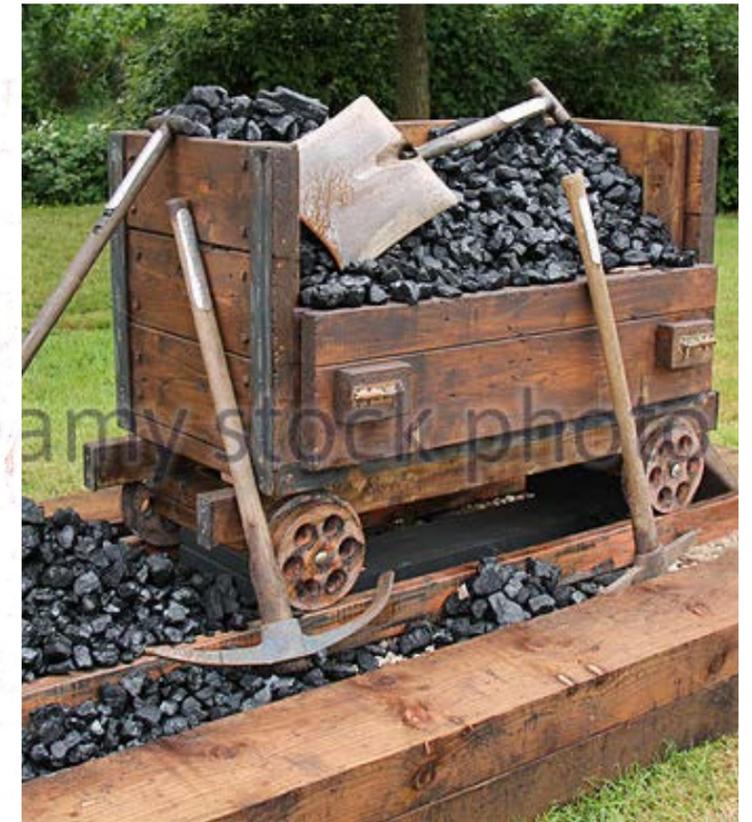
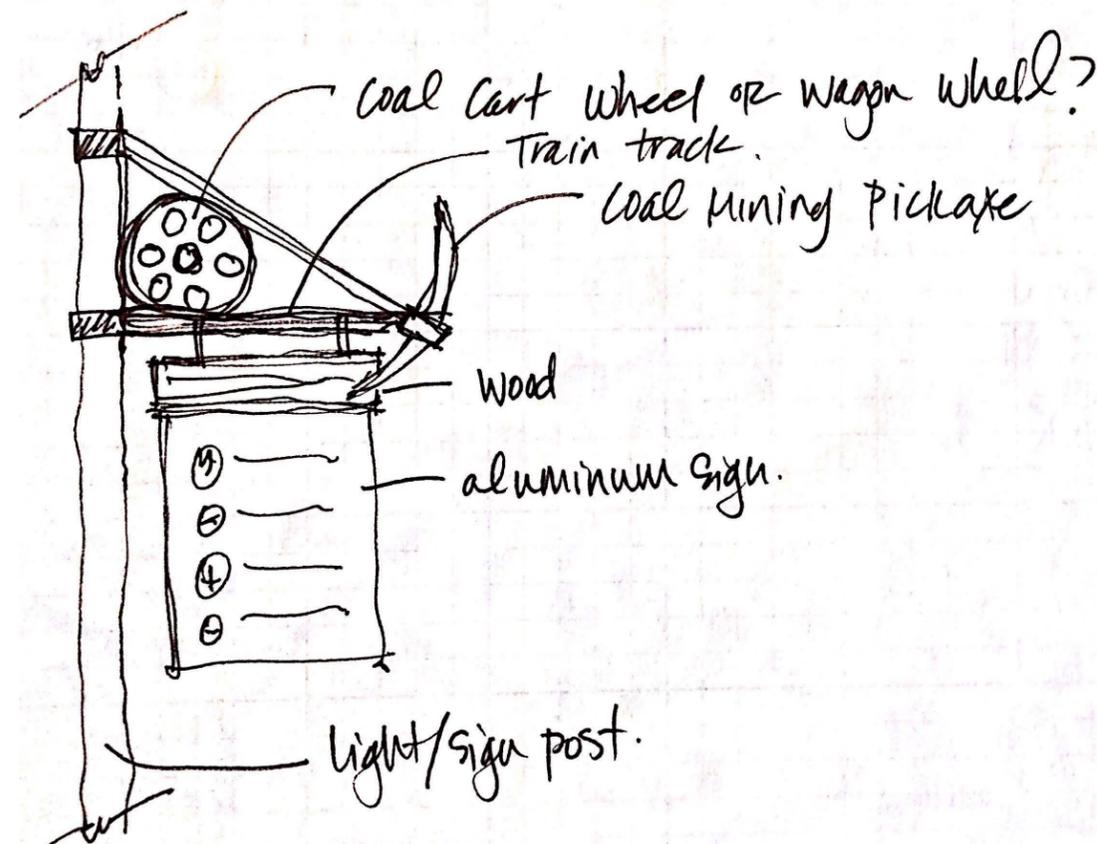
SECONDARY SIGNS

Forged Storytelling Brackets - Mining (coal pick ax)

The Town of Crested Butte exists because of coal mining, with the ax being the most recognizable element from a bygone era. Mining has historical as well as modern significance, visible in the scars on surrounding mountain sides, as well as the ongoing fight to protect Mt. Emmons.



Example Images :

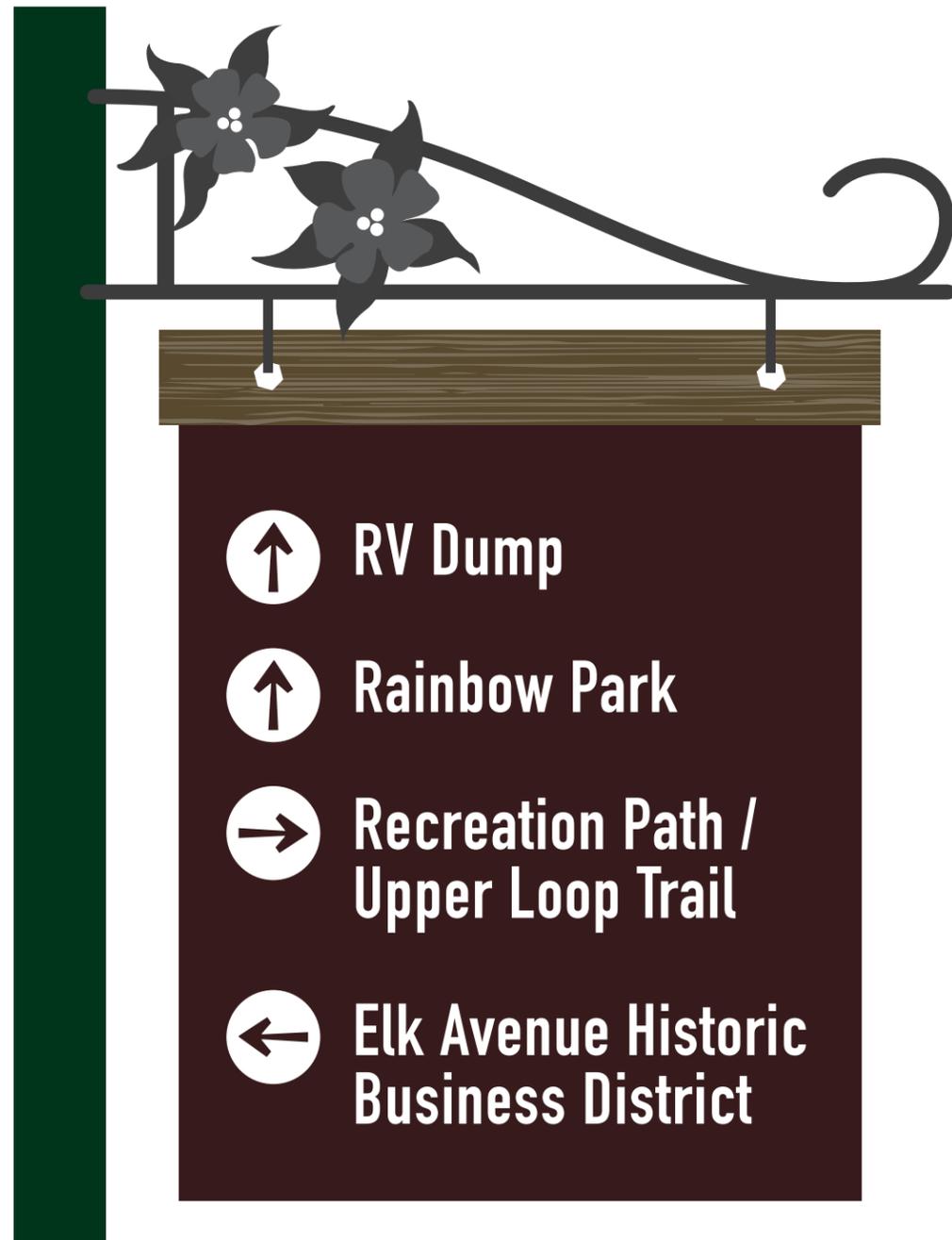


- Forged steel pick ax bracket and hangers. Additional accent elements can be added to reinforce the concept, but need to be discussed with the blacksmith for feasibility.
- Railroad tie shape drill or bolt to fix hanger to wood sign mount
- Aluminum or steel sign with dark rust powder coat or patina finish
- Bold, white reflective lettering and arrows

SECONDARY SIGNS

Forged Storytelling Brackets - *Environment (wildflower)*

The columbine is an incredibly recognizable image of summertime in our surrounding natural environment. Another type of flower can be added, but feasibility needs to be discussed with the selected blacksmith.

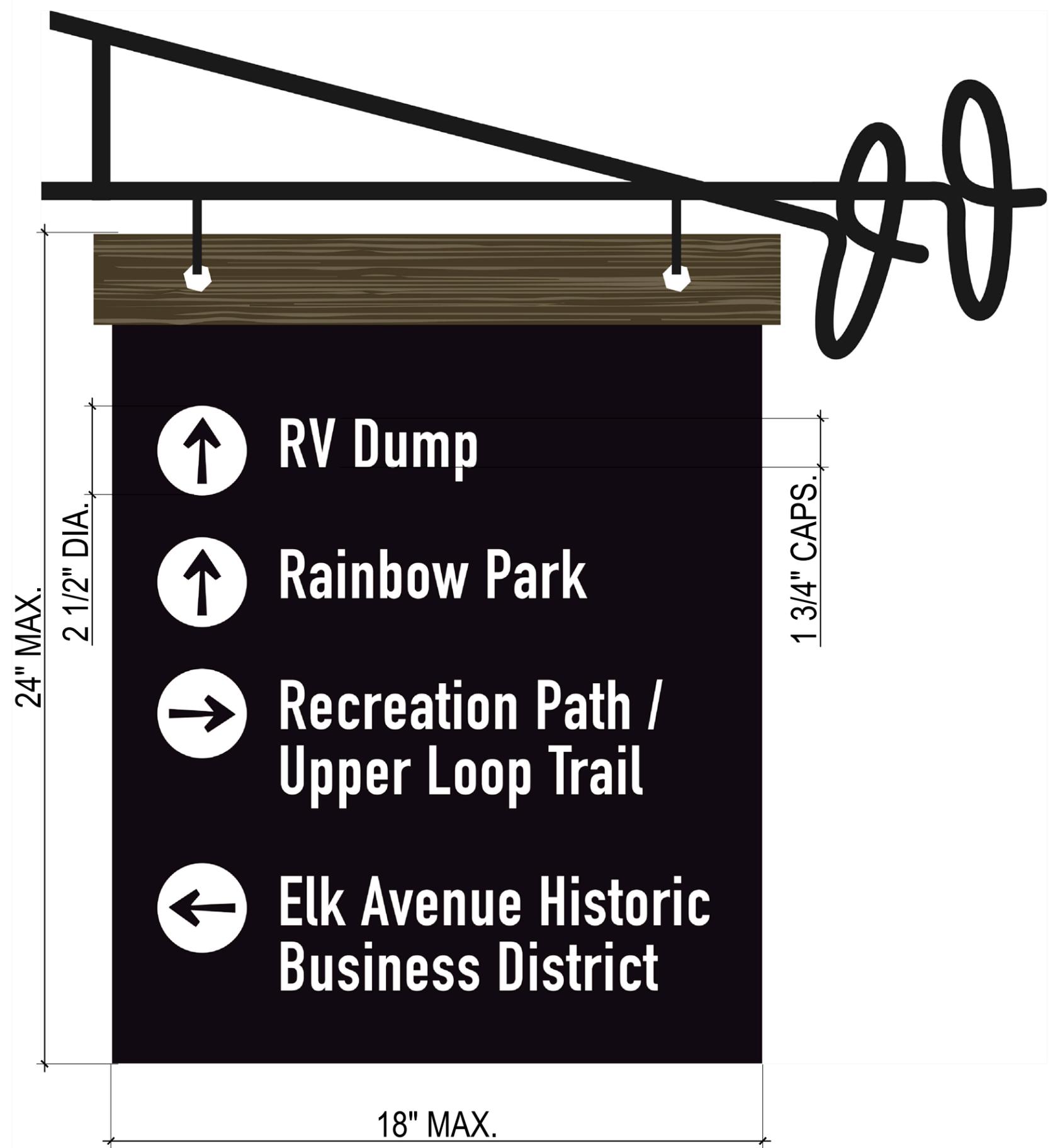


Example Images :



- Forged steel wildflower and hangers (potential for layering in the flower petals)
- Railroad tie shape drill or bolt to fix hanger to wood sign mount
- Aluminum or steel sign with dark rust powder coat or patina finish
- Bold, white reflective lettering and arrows

SECONDARY SIGNS
with dimensions applied



SECONDARY SIGNS Applied





Staff Report

To: Mayor Glenn Michel and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Work Session Part 2: Open Space Update**

Date: August 21, 2017

The Town of Crested Butte has supported open space preservation and stewardship for over 25 years. In 1991, the Town of Crested Butte voters passed a measure to increase the real estate transfer tax, from 1.5% to 3%, in order to provide additional funds to preserve open space. When the Trampe project closes, the Town will have spent over eight million dollars in RETT funds to preserve more than 8,500 acres of land.

The Town owns almost 550 acres of open space, including the Town Ranch and Kochevar Parcels. We hold easements on an additional 1,000 acres of land. We are responsible for managing the open space lands that we own to uphold their conservation values, and for monitoring the lands where we hold conservation easements.

The Town also has a long history of working with local partners on regional backcountry management issues, stewardship, and trail building projects.

The goals of this work session are to

1. Update the Town Council on current open space projects
2. Brief the Town Council on emerging issues on our open space properties
3. Overview the 2018 Open Space Budget

Current and Ongoing Open Space Projects

Acquisitions

Town Staff has worked with the Town Council on all of the current acquisition projects underway including Trampe and Mt. Emmons. Town Council finalized a funding agreement with the Trust for Public Land (TPL) in June for the closing of the Brush Creek portion of the Trampe property which is set to occur in the winter of 2018. The Town has committed to a \$1 million contribution to this

project. These funds will need to be appropriated in the 2018 open space budget. Based on our conversations with TPL, we expect this project to close as scheduled.

Town Staff is also continuing to work with Freeport-McMoran on Mt. Emmons for the federal withdrawal of the unpatented mining claims. If this withdrawal occurs, the Town has voter approval to issue a \$2,000,000 bond for payment to Freeport-McMoran. Town Staff recommends that Council begin saving RETT funds to reduce the overall bond amount or pay in full at the time of a future withdrawal.

Stewardship

Hilary Henry, Open Space/Creative District Coordinator, will be dedicating a significant portion of her time this upcoming fall to monitoring the twelve (12) properties where the Town of Crested Butte holds conservation and recreation easements. As part of this work, she will identify areas for management and stewardship work, including noxious weed removal.

The Town has also taken a proactive approach to working regionally with the many land management agencies and owners in the north end of the valley. This spring, the Town and the Crested Butte Land Trust cohosted an upper valley backcountry management meeting with the goals of 1. Opening lines of communication on projects, issues and opportunities and 2. Beginning to build a strategic collaboration to address region-wide backcountry management issues. With summer season in full-swing, the representatives in this group have been too busy to meet in recent months. The Town plans to reconvene this group in the fall.

Trail Building and Infrastructure

In addition to acquiring and stewarding lands, the Open Space program is also actively engaged on building the Baxter Gulch Trail, the Carbondale to Crested Butte Trail, and the Avalanche Park Campground. The program will also continue to work with the Land Trust on building the Gunsight Bridge, as they need and request our assistance.

Baxter Gulch: The Town received a grant from Great Outdoors Colorado (GOCO) for the fifth year to hire a Western Colorado Conservation Corps trail crew to work on Land Trust and Town of Crested Butte open space lands. The Corps worked on the Baxter Gulch Trail for three weeks, from July 17 to August 3. With guidance and an excellent trail alignment from the Crested Butte Mountain Bike Association (CBMBA), the Corps were able to complete construction of the trail to the Forest Service boundary. We hope to bring the Conservation Corps back next year to improve some sections of the tread which are too narrow or need additional maintenance work to be more durable and rideable. We also plan to work with CBMBA to install several steel bridges in 2018.

The trail remains closed at the Baxter Gulch creek crossing. CBMBA is working with the Forest Service to complete the trail to the Carbon Trail. Until this remaining section of trail is complete (~3 miles), the trail will remain closed at the creek crossing.

Carbondale to Crested Butte: Town Staff continues to work with Pitkin County Open Space, the Forest Service, and the Gunnison Trails Commission to develop an alignment for the trail. Trail construction is complete to just past Anthracite Creek, over the top of Kebler Pass.

We hope to have a completed alignment to share with the Council and public by mid-November. Town Staff, working with our partners, will present the trail to the Council on September 18th. We plan to host an open house on the trail, including a rough alignment, on November 13th.

Avalanche Park: The next step in the development of the Avalanche Park campground is to annex the land. Bob Nevins, our new planner, will work on this beginning in 2018.

Gunsight Bridge: The Land Trust is continuing planning work to replace the Gunsight Bridge. While the Land Trust is the lead on this property, Town Staff, as the Town is the easement holder, will continue to support them in this work as they need. The Council will see a funding request in the capital budget for this bridge work. RETT funds may not be used for major infrastructure projects, such as bridges.

Emerging Open Space Issues

E-bikes

E-bikes (or electric bicycles) are a growing recreational use nationally. The Town is also seeing increased use of e-bikes in the upper Gunnison Valley, including on Town of Crested Butte open space lands and trails.

As e-bikes are relatively new, at least in the United States, legislation and management of e-bikes varies considerably between government agencies, states, and local jurisdictions. The Forest Service and BLM consider e-bikes as motorized vehicles as they contain an electric motor. As such, e-bikes are only allowed on trails where motor vehicles are allowed.

In April 2017, the Colorado State Legislature passed HB17-1151. This legislation creates three classes of e-bikes for the State of Colorado: Class 1 – pedal assist, with a maximum speed of 20 mph; Class 2 – Throttle with a maximum speed of 20 mph, Class 3 – pedal assist, with a maximum speed of 28 mph. The legislation allows Class 1 and Class 2 e-bikes any trail where bicycles are allowed, whether or not it is designated for motorized use. The legislation also gives local authorities the ability to regulate e-bikes differently, if they so choose.

With the passage of the State legislation on e-bikes, currently all Land Trust, Town of Crested Butte, and Town of Mt. CB trails are open to e-bikes. Most of these trails occur outside of municipal boundaries, making the County the local authority able to regulate their use.

Town Staff plans to work with the County, Mt. Crested Butte, Land Trust, BLM, and Forest Service to determine how best to regulate e-bikes. Some of the primary concerns that have arisen with e-bikes are: 1) They could increase the number and speed of users on our trails, especially in high use areas such as the Lower Loop and 2) Many of trails have mixed private/public land ownership. If the Forest Service and BLM are not allowing e-bikes, it would be difficult for the Town to open these trails to e-bikes as our trail system is interconnected. Some of the primary opportunities for e-bikes that have come up are: 1) Increased potential to encourage commuting, especially between Mt. Crested Butte and the Town on the rec path, 2) Increased access for physically-impaired and older individuals to our open space lands.

Town Staff expects that e-bikes will be a continuing conversation with our partners. We will keep the Council updated as we work through this issue.

Forest Plan

Grand Mesa, Uncompahgre, Gunnison (GMUG) National Forest has begun their process to update their current Forest Plan, according to the 2012 Forest Planning rule. Forest Plans operate similarly to a city or county comprehensive plan. The plan guides the allowable uses in certain areas (such as where timber development or mineral extraction is allowed), but does not provide specific project level planning.

The GMUG's current Forest Plan is from 1983, well exceeding the approximate 15-year lifespan of forest plans. Since the plan was last revised, conditions of our forest have changed significantly. The 2012 Forest Planning rule emphasizes scientific basis, adaptive management, and public participation.

Forest Planning has three phases: assessment, development, and monitoring. Currently, the GMUG is in the assessment phase of plan. During this phase, they will assess the state of the forest according to eighteen different specific issue areas. In development, the Forest will look at their assessment and determine areas with a need to change. This "need to change" document will guide the development of the final plan. NEPA review occurs concurrently with the planning phase. The monitoring phase tracks the effectiveness of the implementation of the Forest Plan, allowing the plan to be amended and enhancing adaptive management.

As National Forest lands lie outside of the Town of Crested Butte's jurisdiction, we do not have a direct interest in the plan. We will therefore not be an official "cooperating agency". However, we can participate in the plan and provide feedback if the Council elects to do so.

Because the National Forest lies adjacent to many of the Town's open space lands, is an important economic driver for our town, and critical to the quality-of-life for our residents, Town Staff will be paying attention to the Forest Planning process and will keep the Town Council apprised of any developments.

2018 Open Space Budget

The Planning and Finance departments have worked together to develop a draft 2018 budget for the open space budget.

Note that this budget does not include funding for the Gunsight Bridge replacement, the bridges needed for creek crossings on Baxter Gulch, or new trail kiosks. These projects fall outside of the mandate of the RETT funding (to acquire and manage open space) and will need to be prioritized in the capital budget along with other Town projects.

Total Open Space Fund Balance (as of 8/15/17): 1,519,130

Committed Funds (as of 8/15/17): \$1,250,000

- Trampe Acquisition - \$1,000,000 (will carry over to 2018)
- Stewardship Fund - \$180,000
- Stewardship Projects - \$20,000

Proposed 2018 Expenditures – TOTAL \$1,270,000

- Maintenance

- o Match for WCCC Grant - \$10,000

General Stewardship (weeds, signage, etc.) - \$10,000 Trampe Acquisition- \$1,000,000

- Annual payment for Mt. Emmons Trust - \$250,000

MINUTES
Town of Crested Butte
Special Town Council Meeting
Tuesday, August 8, 2017
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 5:09PM.

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

APPROVAL OF AGENDA

Mason moved and Merck seconded a motion to approve the agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.** Schmidt was not present and did not vote.

EXECUTIVE SESSION

Michel read the reason for Executive Session:

1) For a conference with the attorney for the purpose of receiving legal advice on specific legal questions under C.R. S. Section 24-6-402(4)(b) to discuss an upcoming annexation petition.

Merck moved and Mason seconded a motion to go into Executive Session for a conference with the attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) to discuss an upcoming annexation petition. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.** Schmidt was not present and did not vote.

Schmidt returned to the meeting.

The Council went into Executive Session at 5:13PM. Council returned to open meeting at 5:26PM. Mayor Michel made the required announcement before returning to open meeting.

Michel read the reason for the next Executive Session:

2) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) to discuss negotiations for Town Attorney services.

Schmidt moved and Merck seconded a motion to go into Executive Session for the stated purpose. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.** Petito did not vote.

Petito recused himself and left the room.

The Council went into Executive Session at 5:30PM. Council returned to open meeting at 5:40PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 5:41PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, August 8, 2017
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:04PM.

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, Public Works Director Rodney Due, and Community Development Director Michael Yerman

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

APPROVAL OF AGENDA

MacDonald mentioned that the Town's water counsel would be present, and there would be an additional matter in the Executive Session under legal advice for an update on water court cases.

Item #4 was removed under New Business.

Petito moved and Mitchell seconded a motion to adopt the agenda as amended. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.** Mason did not vote.

CONSENT AGENDA

1) July 24, 2017 Regular Town Council Meeting Minutes.

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

PUBLIC COMMENT

Sam Robards - 113 Elk Avenue

- He was present to speak regarding alley paving.
- There was no public discussion. He suggested a work session.
- Referred to values printed on the agenda.
- He wondered what they wanted Town to look like.

Jason Vernon - Owner of Soupcon Bistro located at 127A Elk Avenue

- He asked for the alley paving to be put on hold until they could look at another solution.
- Paving would be a travesty, and it would be a safety issue.
- The alley had aesthetic charm.

Molly Murfee - 124 ½ Maroon Avenue

- There were better solutions compared to paving the alley.
- Paving would destroy the nature of the alleys.
- They could come up with a solution through public input.
- Cultural and historical artifacts were being removed from Town.

The Council decided to discuss the alley (behind Soupcon) paving under Other Business.

Jim Starr - 323 Gothic Avenue

- He asked for more public input in Town's processes, specific to Cypress.
- Cypress was on the agenda. He noticed there were resolutions, but there were no public hearings.
- He told the Council to slow them down.
- He urged Council not to pass what they were being asked to pass tonight.
- The public needed at least a two week notice for a public hearing.

STAFF UPDATES

Rodney Due

- He would have a meeting with CDOT tomorrow on repairs to 6th Street.
- Attended a meeting at Lake Irwin to discuss water. Town had an opportunity to work with CPW to maintain in-stream flows to Coal Creek. MacDonald informed the Council they needed to evaluate out-take during budget.
- Projects were moving along.
- There had been personnel turnover.
- He mentioned incoming bids he was expecting.

Lynelle Stanford

- Asked the Council to let her know before August 18th if anyone wanted to serve on the CML Policy Committee.
- Petitions could be circulated starting today, and they were due by August 28th.
- The Crested Butte Art Market would be extended a week through August 27th.
- The last Alpenglow would be August 14th.
- Informed the Council of upcoming events.

Lois Rozman

- She provided numbers for sales tax. Sales tax was up 2% for June and 13% for the year.
- Nancy Talley turned in her retirement notice, effective September 1st.

- She notified the Council of possible meeting placeholders for budget: Special meeting on October 23rd to set budget for public hearing and a potential 2 hour work session on Monday, September 25th.
- Michel confirmed Town could track sales at the Arts Festival.

Janna Hansen

- Softball play-offs had started.
- Ball Bash would be coming up this weekend. Supporters had done well with fundraising.
- Fall sports registrations were opened.
- They had been working on utilities at the Center for the Arts.

Michael Yerman

- Mentioned the August 23rd CDOT meeting with the County and the August 17th special meeting regarding the Crested Butte Hotel.
- Parking Committee would meet this Thursday at 7AM.
- They were working to eliminate fabric structures around Town.

Dara MacDonald

- The Comedy Festival organizers withdrew their request to increase capacity at Big Mine. However, they were interested in a letter of support from the Town for the event. Council would discuss under Other Business.
- Updated the Council that they would need to schedule a work session for budget priorities.
- She reminded the Council of the G402, emergency and disaster response training.

PUBLIC HEARING

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

Michel confirmed proper public notice had been given. Stanford read the definition of booth as discussed at the last meeting. The public hearing was opened. There was no one present who wanted to comment, and the public hearing was closed. The meeting was moved to Council discussion.

Schmidt confirmed with Yerman there was not a conflict in the classification of the definition of fabric structures. Ladoulis updated the Council on a question he had for Stanford, and it was clarified that Mattice's use would not become non-conforming.

Merck moved and Mitchell seconded a motion to approve Ordinance No. 20, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

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.

Michel confirmed proper public notice had been given. The public hearing was opened. There were no comments from the public. The public hearing was closed, and it was moved to Council discussion. There was no further discussion by the Council.

Merck moved and Petito seconded a motion to approve Ordinance No. 21, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Presentation by Parks and Recreation Director Janna Hansen on the Big Mine Warming House Concept Plans.

Hansen presented to the Council. She showed a slide naming the people on the team working on the plans, and she introduced those who were present. They evaluated pros and cons of renovation versus new construction and decided it would be a detriment overall to keep the old building. They recommended moving forward with all new construction.

Hansen explained the details of the site plan. Next, Hansen proceeded to explain the layout of the rink level. She described the plans and functionality for the main level, which would be grade level with the existing training area. The upper level was primarily for Nordic Center functions, and it included an office for hockey.

Schmidt questioned the roof and roof shed. Ben White, the architect, explained about roof pitches. MacDonald recognized that it had been helpful to have Molly Minneman involved. Hansen told the Council that they were asking for a blessing to proceed. Michel asked how they would pay for it. Hansen explained the phases, as well as varied uses and options for additional summer uses. Michel confirmed it worked within the Big Mine Master Plan.

Hansen compared the master plan to the current plan. She listed potential funding sources, including that private donors represented \$2M. Michel questioned ice refrigeration. Hansen answered that it was incorporated in a different phase. He asked if the plan would allow the skate park to remain. Hansen said it could stay if there was a chance to relocate the sledding hill. Mitchell questioned the timeline and Hansen reviewed. They hoped for construction in 2019.

Executive Director of Crested Butte Nordic, Christie Hicks, acknowledged the price tag had increased, and they were excited about the floor plan. It felt like a community center and not just a sports facility. The Nordic Center supported the proposal. Karen Stock stated that refrigerated ice was important, and they appreciated the locker rooms. She would expect better feedback for refrigeration, as compared to locker rooms. Mitchell questioned the cost of refrigeration. Hansen concluded with outstanding items that needed to be determined.

2) Discussion on the Boater Easement and Improvements to the Public Works Yard with Cypress Foothills, LP.

Yerman provided an update from the Mountain Express meeting as it related to the bus barn expansion project. A fence would create snow removal problems, which were solved by a new bus structure that would house the current fleet. Yerman explained the costs associated and that they would go through BOZAR in September. There was a short discussion on DOLA grant funding. MacDonald outlined the timing of potential DOLA grants.

Cameron Aderhold and Marcus Lock were present on behalf of Cypress Foothills, LP. Aderhold presented background on the boater access easement agreement. He showed a slide with an overview of the plat and a slide depicting the access zone, including boat access and fishing. Float fishing would be allowed on the south side of the bridge. They moved the access to the north of the bridge because of the sewer outfall on the south side. Michel asked if people could stand halfway across the river, and it was confirmed they could.

Aderhold provided details on the trail, responding to Mason. Michel asked when they would decide on design for the area. Yerman said they were anticipating concept review in September and the petition application later in the fall or winter. Aderhold reviewed property lines and the phasing of the plan.

Schmidt was notified that Cypress accessed their property through the cemetery. It was getting off on the wrong foot. Aderhold apologized and assured the Council it would not happen again.

MacDonald questioned the easement to the river, the expectation of enforcement, and the benefit to the Town of having an easement to the river. Michel asked if they could stop people from floating down the Slate River. Scott Miller, water counsel to the Town, concurred there was no right to float as the river wasn't considered navigable. Mason asked how they would accommodate traffic at the river access. Yerman stated there would be on-street parking and a turnaround point.

3) Resolution No. 51, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Development Improvements Agreement for the Slate River Development.

Yerman explained that a development improvements agreement (DIA) was for the Town's protection, and he listed the reasons it was important. Michel questioned the construction of 8th Street. He confirmed the public did not have recourse as it had already been decided. There was a discussion around 8th Street and the context of decisions.

Mason asked about the opportunities for the public to comment. Yerman reviewed meetings in which the topic had been discussed. Mason identified that there wasn't

literally a public hearing. Michel suggested a public work session. Green said there was an upcoming opportunity at the meeting in September.

Merck moved and Mason seconded a motion to approve Resolution No. 51, Series 2017 for the Slate River Annexation Development Improvements Agreement subject to approval of the Town Attorney of the performance guaranty. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Resolution No. 52, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Water and Sewer Service Agreement for the Slate River Development with Cypress Foothills, LP.

Removed from the agenda.

5) Resolution No. 53, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Water and Sewer Easement Agreement for the Slate River Development with Cypress Foothills, LP.

Yerman explained that the resolution approved the easement for water and sewer utilities. It permitted Town’s access to the water and sewer infrastructure. It was important to Public Works.

Merck moved and Mitchell seconded a motion to pass Resolution No. 53, Series 2017, resolutions of the Crested Butte Town Council approving a water and sewer easement agreement for the Slate River Development with Cypress Foothills, LP. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

6) Ordinance No. 22, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 Third Street to West Elk Bahk Do Moo Duk Kwan, DBA West Elk Martial Arts.

MacDonald explained the tenant was long-term, and the lease had expired. The tenant was already paying a rate at the threshold set by the Council.

Schmidt moved and Mason seconded a motion to set Ordinance No. 22, Series 2017 to public hearing at the August 21st Council meeting. **Motion passed.**

7) Discussion on the Ordinance Setting Ballot Language for Vacation Rental Tax.

MacDonald reminded the Council of the direction to Staff to develop a Plan B if the County couldn’t move forward with the ballot question. She outlined the reasoning behind a resolution versus an ordinance. The ballot language could be set by resolution. Michel suggested that they propose the ordinance once it was certain they would move forward. MacDonald informed the Council they would have the opportunity to withdraw the ballot language.

MacDonald asked what percentage they would consider. Green explained they had the ability to enact an excise tax. The Council had to decide if they would tax all lodging, or just vacation rentals. Michel said they shouldn't be included (in the tax) if they were already paying commercial property taxes. Yerman pointed out a hotel would also be subject to ROAH. Mason recalled that they were never talking about all lodging. There was a discussion around the terms and definitions of short-term rentals and vacation rentals. Schmidt questioned the tax related to a 31 - 90 day rental. MacDonald thought it would be hard to track.

Ladoulis asked about the numbers used to estimate the tax that would be generated. Michel wondered what the Town would do with the funds. Yerman said funds would be used for housing for essential service workers to start.

Michel redirected to the decision on the percentage. Ladoulis thought 5% was asking that aspect of the community to shoulder a lot of the burden. Yerman reviewed what the funds could be used for. MacDonald explained the rationale and that the tax shouldn't be construed as a burden because it was a pass through. Ladoulis asked what other communities were doing. Michel recognized they were trading off long-term housing to short-term rentals. Mason said the idea was to address workforce housing. They needed to give it a chance to work. Michel reminded it was a pass through tax. Mitchell was willing to try for 5%. Schmidt agreed with 5%. The Council decided to move forward with 5%.

MacDonald asked if the Council wanted the ballot language to refer to a policy adopted by the Council, or if the Council wanted to include a list of how the funds could be utilized. Ladoulis wanted to see it go to rentals. He asked what the limitations were to the affordable housing fund. MacDonald reviewed uses of the fund. Mason suggested that they add workforce housing, which would be more towards the rental side. No one voiced disagreement.

The Council agreed the attorney could engage Butler Snow to advise on the ballot language and related issues.

Lastly, they discussed the withdrawal of the municipal tax. Schmidt said the Town might reduce or eliminate if a County-wide measure was implemented in the future. MacDonald suggested they state the intention.

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Paul Merck

- Attended a straw bale open house. They were interested in working with the school.

- The Coldharbour meeting was postponed.

Laura Mitchell

- Attended Mountain Express/Cypress meeting.

Roland Mason

- The full amount in Mountain Express's reserves was \$450K. It would take all of the reserves for the bus barn. They could probably absorb with strong sales tax. They wondered what the building would look like without the \$200K DOLA grant.
- Had a special meeting for RTA. They discussed giving \$200K to the TA for ticket buy-downs. The problem with the load factor was people coming in and not having a lot of people leaving. Michel explained the reasoning for the funding.
- They had a new CNG bus that was currently in the shop.
- There were antics on the RTA bus, and he reminded that there were cameras on the busses.

Glenn Michel

- Attended Mayor-Managers meeting.

Chris Ladoulis

- Wayfinding Committee would bring a proposal forward on August 21st.
- They would be starting Parking Committee meetings this week.
- Anecdotally, it was a busy weekend.

Jackson Petito

- Would attend the Parking Committee meeting.

Jim Schmidt

- The 40th Reunion was a success.
- Cemetery Committee would have a dedication ceremony on September 29th for the Jokerville site. They contemplated inviting Governor Hickenlooper. He asked the Council to email him on their thoughts.
- Housing Committee meeting would be tomorrow. There was less than enthusiastic support for putting a question on the ballot.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Glenn Michel

- Stated the chairs in the Chambers were getting dated. He requested new chairs. No one disagreed.
- Informed the Council that he wanted to schedule a review of the Town Manager in September.

- Referred to the special meeting. Council directed the Town Manager to put on the next agenda a discussion and appointment of Sullivan Green Seavy as the Town Attorney. The Council requested an engagement letter, and they wanted a one-year agreement with a six-month review.

MacDonald updated the organizers of the Comedy Festival on Council discussions after the last meeting. They followed up by asking for a letter of support from the Town for the festival as a whole. She asked if the Council wanted to entertain a letter of support and if so, what the scope was of the letter. Mason said they didn't know what the event was, and they needed more information. He wanted to know exactly what the proposal was. Michel thought that Town had exceeded the capacity. Ladoulis stated that it was a strange procedural precedent. MacDonald said they were interested in coming to speak to the Council. Petit wouldn't say no to discussions. Michel summarized the Town was okay with comedy, and they were guarded about the event. Schmidt was ambivalent, but he heard many negative comments. He couldn't see writing a letter of support. He thought the response would be different if the timing was different. The Council did not support asking the organizers of the event to present.

Michel brought up green power brought forth in the work session.

Schmidt moved and Ladoulis seconded a motion that the Town go ahead, if it was less than \$5,000 for an entire year, to immediately purchase green power for the Town of Crested Butte. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Due updated the Council on the process for deciding to pave the alley behind Soupcon. He explained that construction of the Green Drake building caused pooling of water in the alley. The engineer came back with solutions, to include paving the alley. The neighbors combined money to make the paving happen. The bids were due this Friday. Merck questioned if materials like pavers could be used instead. Ladoulis guessed they could come up with a solution. Michel recognized the cost and maintenance of materials. The timing of the work was discussed. Michel acknowledged the value of parking spaces. Mason thought there needed to be a process for the community to be involved, concerning alley aesthetics in general. Due said they could still curb and gutter to help with drainage. Mason asked if the alley would be plowed in the winter, and Due said nothing would change with plowing. Michel attempted to summarize that there was not support to move forward with paving the alley. Ladoulis suggested they accept the public input and come up with a better solution. MacDonald said they could look at the 21st as the next deadline. Due reminded the Council that the engineering work had already been done. Schmidt wanted to see other solutions. MacDonald asked if they were looking for an aesthetic solution or an engineering solution. Michel attempted to narrow the scope of the discussion for the next meeting. The bid would be on the next meeting agenda. They might not accept the bid. Ladoulis said the Council could address the disdain of blacktop, and he was not a big fan of including on another agenda. Ladoulis suggested a work session on alleys. MacDonald said they could exclude that alley from the bid. She asked what information they needed for discussion. Merck

wanted a meeting where they could work to come to an agreement, to get drainage without paving. Yerman informed the Council of budget implications. Ladoulis proposed the solution of moving forward with the bid, cutting out the Soupcon alley. He suggested they direct Staff to remove that element from the bid being received this week and to table the project until further notice. Mitchell wondered why they didn't just look at the drainage factor. Mason said it was a small price to pay to eliminate issues and to mark parking. He supported Staff. He said to pave it, and then have a discussion about alleys in Town. Schmidt suggested that they leave it on the next agenda. Michel summarized they would leave the paving bid as is, and the Council would be faced with a decision at the next meeting to pave that section or to do nothing.

- Mitchell thought the speed limit indicator signs were great, but they needed speed limit signs.
- Mason asked if there could be the word, stop, painted at intersections in the spring striping.
- Schmidt invited a County Commissioner and all to the Public Policy Forum on global warming.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, August 21, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, September 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, September 18, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Michel mentioned the budget work sessions and upcoming meetings that had been discussed during the meeting.

EXECUTIVE SESSION

Water Counsel to the Town, Scott Miller, was present for both Executive Sessions.

Michel read the reason for Executive Session:

1) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding water rights.

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

The Council went into Executive Session at 11:14PM. The Council returned to open meeting at 11:22PM. Mayor Michel made the required announcement before returning to open meeting.

Michel read the reason for Executive Session:

1) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

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

The Council went into Executive Session at 11:24PM. The Council returned to open meeting at 11:52PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 11:53PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

August 21, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rodney E. Due, Director of Public Works

Subject: **CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONTRACT FOR THE FOUNDATION WATER MITIGATION PROJECT AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND MAYS CONSTRUCTION SPECIALTIES, INC.**

Attachment: 1. Contract documents

Date: August 17, 2017

Summary: : In the August 4th and August 11th editions of the Crested Butte News, the Public Works Department published an Invitation for Bid for the Foundation Water Mitigation Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 02:00pm on Wednesday August 16th, when they were opened and publically read aloud. There was two (2) bids received. The bids were reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$90,000. Staff recommends awarding the contract in an amount not to exceed \$17,980.00. The Town received proposals from;

- | | |
|--|-------------|
| 1. Mays Construction Specialties, Inc. | \$17,980.00 |
| 2. Concrete Stabilization Technologies | \$37,508.48 |

BACKGROUND: During the 2016 Budget cycle the Town Council put the Town Hall foundation repair of its top priorities. The foundation of the Town Hall has been seeping water for years creating damage to the wood flooring in the basement. The flooring in the basement has been replaced, and this project is in place to protect the new flooring.

Recommendation: To award the contract for the Foundation Water Mitigation Project, and authorizing the Town Manager to enter into a construction contract between the Town of Crested Butte and Mays Construction Specialties, Inc.

Proposed Motion: Move that the Town of Crested Butte accept and award the bid for the 2017 Foundation Water Mitigation Project to Mays Construction Specialties for an amount not to exceed \$17,980.00 as part of the consent agenda.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 22nd day of August, 2017 by and between Mays Construction Specialties, Inc. (hereinafter referred to as “Contractor”), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the “Town”).

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the **2017 Foundation Water Mitigation Project** (hereinafter the “Project”); and

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

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

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

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

2. **Time of Commencement and Completion.** Construction under this Agreement can begin on or after August 22nd, 2017 and to be completed by October 15th 2017, on or after to be completed by (“Completion Date”). The Completion Date may, at the Town’s sole discretion, be extended if approved by the Town in writing, but in no event may the Completion Date extend beyond October 31st, 2017. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct **liquidated damages in the amount of \$500 the first day and \$100.00 for each additional day** the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor’s failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of **\$ 17,980.00** as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

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

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

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

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

occurring during or resulting from the work. Contractor shall indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

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

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

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

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

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. **Performance Bond.** To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or **\$ 17,980.00**. The Contractor shall use the form of the Performance Bond supplied by the Town. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. **Payment of Labor and Materials Bond.** To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or **\$ 17,980.00**. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the Town in the form supplied by the Town. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

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

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

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

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

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

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

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

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

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

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

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

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

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

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

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

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

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

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

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

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

[CONTRACTOR]:

By _____
Name _____
Title _____

TOWN OF CRESTED BUTTE, COLORADO:

By _____
Dara MacDonald, Town Manager
Date _____

ATTEST:

Town Clerk



Staff Report

August 21, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Appointment of representative to E-911 and Communications Boards

Summary: The Council is being asked to appoint Chief Marshal Mike Reily as the Town's representative to the Gunnison/Hinsdale Combined Emergency Telephone Service Authority ("E-911 Board") and the Gunnison Regional Communications Board ("Communications Board").

Previous Council Action: It is unclear when the Council last took action to appoint a representative to these Boards. The previous Chief Marshal, Tom Martin, did fulfill this role.

Background: The E-911 Board is empowered with the operation of an emergency telephone service for exchanges 641, 349, 943, 944, and a portion of 862. It also includes wireless communications within portions of Gunnison, Hinsdale and Saguache counties. The Board is authorized to collect an emergency telephone charge equal to the amount authorized by state statute. The current surcharge is \$1 per phone line (cell and landline).

Funds collected are used to pay for the cost and installation of equipment, charges to service suppliers, related personnel expenses, and other costs directly related to the continued operation of the emergency telephone services. The E-911 Board makes final decisions on the budget for funds collected through the emergency telephone charge which generally goes to cover a portion of the staffing costs for dispatch. There are seven members of the E-911 Board representing the CB Fire Protection District, Town of Crested Butte, City of Gunnison, Gunnison County, Gunnison Fire Protection District, Hinsdale County, Mt. Crested Butte and the Town of Crested Butte.

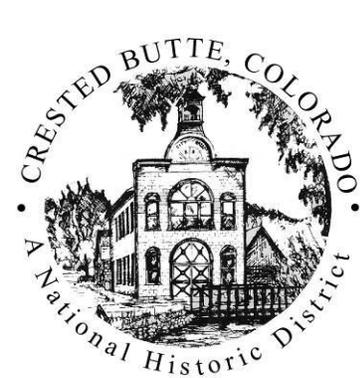
The Communications Board is an advisory board to dispatch and the City of Gunnison. They make recommendations on budget and operations of dispatch. The City of Gunnison has final decision making authority over the operations and budget for dispatch as a department of the municipality. This Board is much larger (15 members) and includes representatives of all of the responding entities that utilize dispatch.

Discussion: There is an IGA, which Crested Butte is a party to, that established the E-911 Board. Per that IGA the seven members are supposed to appoint their representatives to the Board. There is no formal agreement establishing the Communications Board, however, typically the same representatives serve each of the boards and the meetings are usually held one following the other.

Financial Implications: The E-911 Board does make financial decisions regarding the funds collected through telephone service. The E-911 Board revenues in 2018 are estimated at \$203,965. The Communications Board makes recommendations regarding the budget and operations of dispatch. The members of the Communications Board each pay a portion of the expense of operating dispatch based upon incidents generated by that entity in the preceding year. In 2018 the proposed budget is \$890,000, the vast majority of which is personnel expense. The Town of Crested Butte will contribute approximately \$10,800 in 2018.

Recommendation: Staff recommends appointing Chief Marshal Mike Reily to serve as the Crested Butte representative to the E-911 and Communications Boards until such time as he is no longer the Chief Marshal or the Council makes a new appointment.

Proposed Motion: To approve the appointment of Chief Marshal Mike Reily to serve as the Crested Butte representative to the E-911 and Communications Boards until such time as he is no longer the Chief Marshal or the Council makes a new appointment as part of the consent agenda.



Staff Report

August 21, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Emma Coburn Elk Avenue 5K Special Event Application and Special Event Liquor Permit
Date: August 3, 2017

Summary:

Joel Vosburg and Joe Bosshard have submitted a special event application and special event liquor permit for the Emma Coburn Elk Avenue 5K on behalf of Living Journeys. The 5K is proposed to take place on Saturday, September 30, 2017. The race would start at 3rd Street and Elk Avenue at 10AM. The route would head east on Elk Avenue to 5th Street, to Maroon Avenue through Totem Pole Park to Butte Avenue. The loop would take place on Peanut Lake Road. Arriving back in Town, the route returns to Elk Avenue via 1st Street, with the finishing line at 3rd and Elk. The organizer has requested road closures throughout the race route the morning before the race until the completion.

The start and finish line, food vendors, sponsor booths, and a stage with live music would be located at 3rd Street and Elk Avenue. The organizers requested that 3rd Street be closed from alley to alley on either side of Elk, with Elk remaining open, on September 29. On September 30, the roads along the route would re-open after the race, but Elk Avenue would remain closed from 2nd Street to 4th Street until clean-up is completed by 6PM.

The organizers are working with Waste Management for trash and recycling. They will provide portapotties for the event to be located at 3rd and Elk. Parks and Rec will provide picnic tables, but the organizers are responsible for removing them from Elk and placing them at 3rd Street for pick up on Monday.

Recommendation:

To approve the Emma Coburn Elk Avenue 5K Special Event Application and Special Event Liquor Permit.

Recommended Motion:

To approve the Emma Coburn Elk Avenue 5K Special Event Application and Special Event Liquor Permit as part of the Consent Agenda.



**TOWN OF CRESTED BUTTE
SPECIAL EVENT APPLICATION**

1. EVENT INFORMATION:

Name of Event: Emma Coburn Elk Avenue 5K

Date(s) of Event: September 30, 2017

Location(s) of Event: Third Street + Elk Avenue Corner.
Blocked off from Elk to Third Street Alleys.

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

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

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Living Journeys
Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Good Standing Certificate.

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

Date	9-29-17	Time: From	<u>6:00 PM</u>	To	<u>8:00 PM</u>	<u>At Brick Registration</u>
Date	<u>9-30-17</u>	Time: From	<u>10:00 AM</u>	To	<u>12:00</u>	<u>RACE</u>
Date		Time: From		To		
Date		Time: From		To		

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

Date	<u>9-29-17</u>	Time: From	<u>3:00 pm</u>	To	<u>8:00 p.m</u>
Date	<u>9-30-17</u>	Time: From	<u>7:30 a.m.</u>	To	<u>6:00 p.m</u>
Date		Time: From		To	
Date		Time: From		To	

Expected Numbers: Participants: 200 Spectators: 200

Name of Event Organizer: Joel Vosburg

Phone: 970-209-1581 Cell Phone: same

E-Mail: jvosburg@mountainoffice.com Fax Number: N/A

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

Phone: _____ Cell Phone: 303-589-8172 E-Mail: joebosshard@gmail.com

Mailing Address of Organization Holding the Event: P.O. Box 2024 Crested Butte, CO 81224

Email Address of Organization: info@livingjourneys.com Phone Number: 970349-2777

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

(a) 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

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

Enclosed with a fence. One Entrance + Exit
Security personnel at Entrance/Exit.

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

Is Proof of Insurance Attached? Yes No

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

Will Your Event Require Any Road Closures? Yes No

If Yes, Explain in Detail Streets Closures and Times of Closures: ** Also see Schedule of Events*

Streets: 3rd St. from Elk to ^{both Alleys.} Date 9-29 Time: From 3:00pm To Over night

Streets: Elk Ave from 2nd to 4th Date 9-30 Time: From 7:00am To 4:00 p.m.

Streets: 5th St. from Elk to ^{Maroon} Date 9-30 Time: From 9:00am To 10:15am

Streets: Maroon from 5th to 2nd Date 9-30 Time: From 9:00^{am} To 10:30 a.m.

Streets: 3rd St from Maroon-^{the} Butte Date 9-30 Time: From 9:00^{am} To 10:30 a.m

Streets: Butte Ave from 3rd + ^{Edgcroftown} Date 9-30 Time: From 9:00 To 11:00am
1st St. from Butte to Elk 9-30 9:00 11:00 am

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

If Yes, Explain Impact (include times): Elk Avenue closed from 4th-2nd
7:00 am to 4:00 pm September 30, 2017

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

Waste Management (Joy) will arrange for all appropriate trash + recycle issues.

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

5 Portable Toilets in the Event Area, "Shown on Map". Also request to have bathrooms at Fire Hall open.

6. SALES TAX:

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

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

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

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

Town of Crested Butte Sales Tax Application is Attached.

~~Local Restaurants~~ Local Restaurants

List of Vendors with your Crested Butte Sales Tax Application.

~~2-3 local Restaurants~~ 2-3 local Restaurants

7. BANNER PERMITS:

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

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

Town Manager Approval: DTM

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

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

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

Describe Plan for Parking: Work with Marshal's Dept to provide more at Town Tennis Courts. etc.

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):

See Attached.

Does Your Event Include a Parade? Yes No

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

Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

9-30-17

If Yes, Describe: Announcer/DJ 7:30 am to 4 pm and Band 11:30am-3:00 pm

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

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: We will post notices (Provided by Town) on doors of businesses and residences within 250 Ft. radius of Third + Elk. Advertise event on K BUT and Social Media.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? Waste Mgmt. will oversee

What recyclable products will be generated at the event? Waste Mgmt will oversee

8. PLEASE REVIEW, SIGN, AND DATE:

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

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

Joel Vosburg
Print Name Clearly ✓

Joel Vosburg
Signature of Applicant (Permittee)

7-26-17
Date

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,

LIVING JOURNEYS

is a

Nonprofit Corporation

formed or registered on 01/17/2003 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 20031020718 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/26/2017 that have been posted, and by documents delivered to this office electronically through 07/28/2017 @ 10:58:56 .

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 07/28/2017 @ 10:58:56 in accordance with applicable law. This certificate is assigned Confirmation Number 10365814 .



Secretary of State of the State of Colorado

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

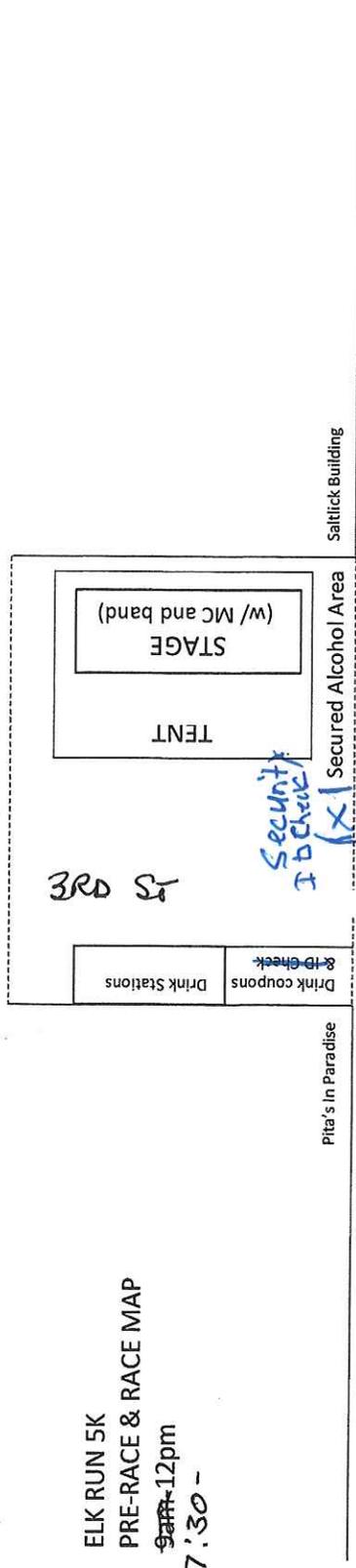
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary 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."

ELK RUN 5K
PRE-RACE & RACE MAP
9:00-12pm
7:30 -

Alley

3rd St

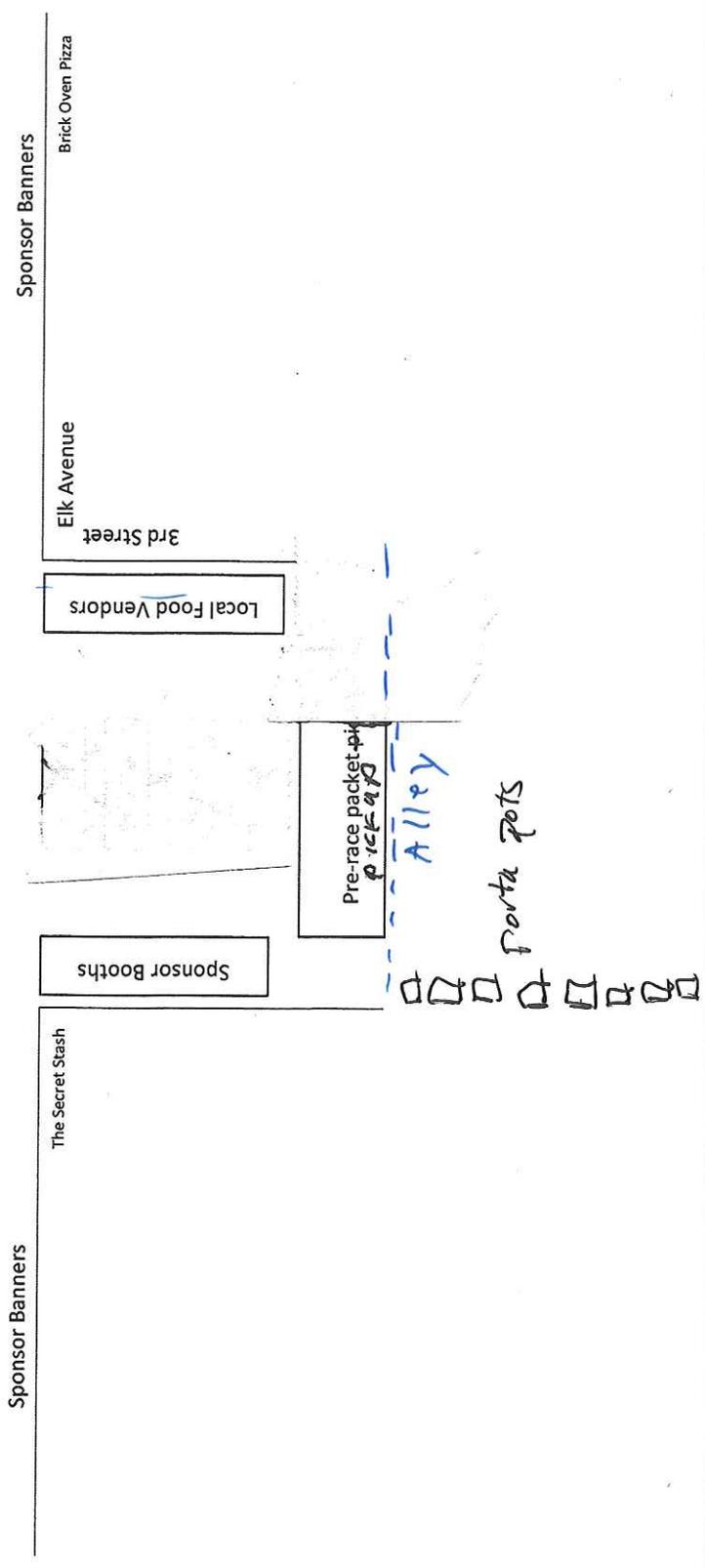
Security to check



Sponsor Banners

Sponsor Banners

START/FINISH LINE



Sponsor Banners

Sponsor Banners

Brick Oven Pizza

Elk Avenue

3rd Street

Local Food Vendors

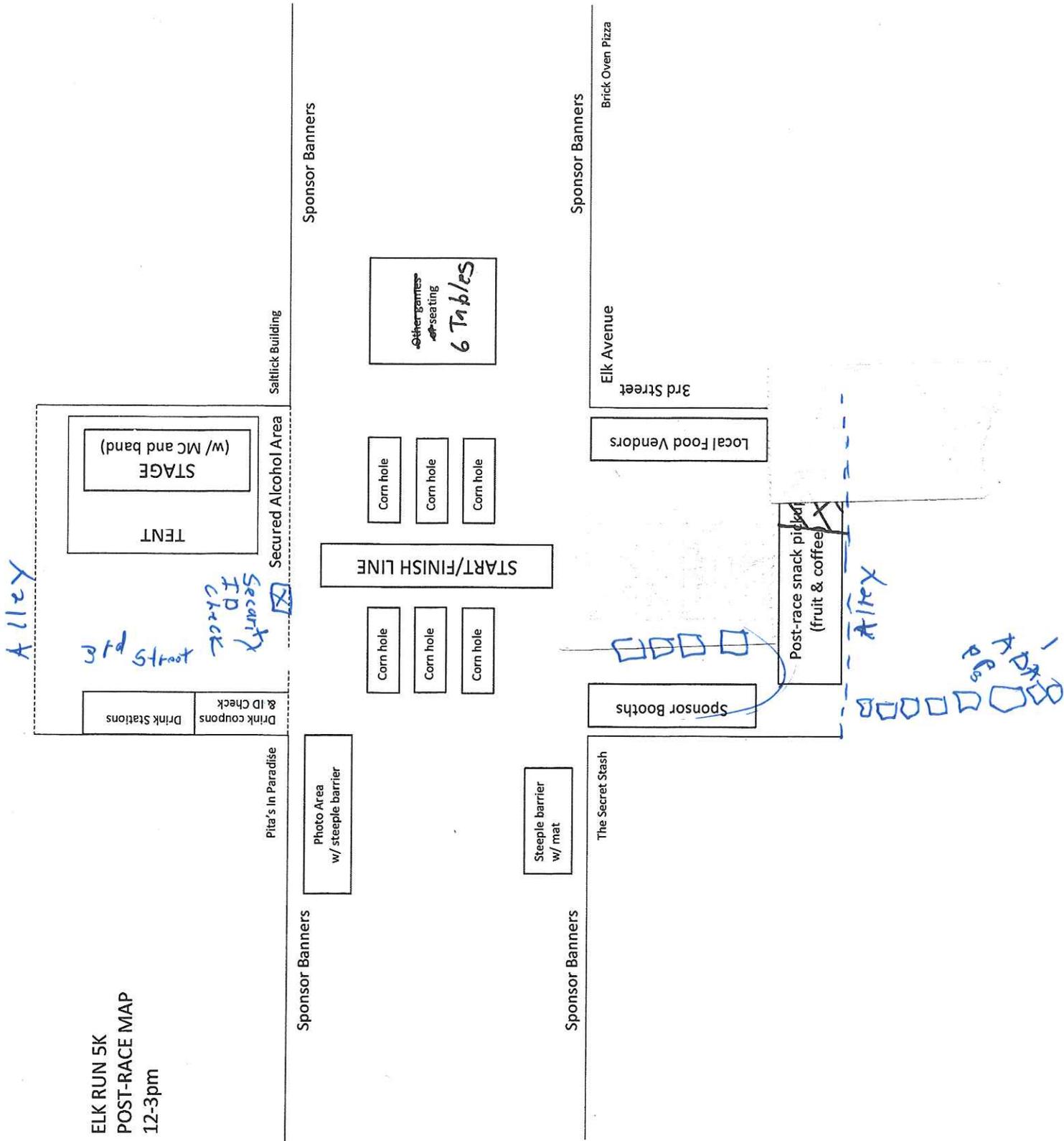
Sponsor Booths

Pre-race packet pick-up

Alley

Porta Pots

ELK RUN 5K
POST-RACE MAP
12-3pm



~~The other option is a little tough to see. The start is the same. Instead of coming straight back, the runners would go down to 3rd street, cross totem pole park, run down Maroon to 5th. Take a right on 5th then a right on Elk and finish up Elk. I think it's a more exciting route and runs around Town a bit more, which is cool, This route would also make for incredible start & finish line pictures. With this being an annual event this is much more preferred.~~



From: Joel Vosburg <jvosburg@mountainoffice.com>
Sent: Friday, April 28, 2017 4:50 PM
To: Michael Reily
Cc: Betty Warren
Subject: Re: Emma Coburn Elk Avenue 5K

**REVERSE OF
ORIGINAL
ROUTE**

USE THIS ROUTE

Hi Mike,

I spoke with Emma and Joe. They like the idea of reversing the route.

Let's move forward with that officially.

Start at third and Elk and go to 5th street and turn left, left again at Maroon, right at 3rd across the Totem Pole Bridge to Butte, left at Butte out to Peanut lake road, loop around back to 1st, right on first, left on Elk, Finish at 3rd and Elk.

Joel Vosburg
 970-349-6692 (w)
 970-209-1581 (c)
 970-349-6693 FAX
jvosburg@mountainoffice.com
<http://mountainoffice.com>

Additional Services from
Town of Crested Butte

9-29-17

3:00 1.) Deliver Baracades to corners to put
out next morning

2.) No Parking signs on Elk 1st to 4th St
for overnight parking.

3.) Deliver picnic tables to venue.

9-30-17

1.) Police awareness 7:00 - 6:00 p.m.

2.) 9:00 am. Help place Baracades 9:00 am.

3.) Remove Baracades from course

4.) Remove Picnic tables from venue

Schedule of Events

9-29-17

3:00^{PM}-8:00^{P.M} Set up Stage, Porta Pottys, Dumpsters, Tables + tents.

9-30-17

7:00 am Close ELK from 2nd to 4th

9:00 am Close ELK from 1st to 5th

7:30 am Registration

10:00 am Start of Race

11:15 am Awards

12:00 Band Starts

3:00 End of Band

3:00 Clean up

6:00 End of Event

Elk Ave 5k

Hosted by Emma Coburn

Date of Race: Saturday, September 30, 2017

Website: www.ElkAve5k.com

Distance: 5k

Size of Field: ~500

Race Start Time: 10:00 AM

Start/Finish: 7th and Elk

Cost per entry:

- Before August 30st - \$35
- September 1st – September 15th - \$40
- *VIP - \$150
- *After Party Dinner/Silent Auction - \$120
- Gunnison Valley Students - \$25

*May not happen the 1st year

About: The Elk Ave 5k is a premier event that will attract runners of all abilities throughout the state to encourage health and fitness. The race will take place in the town of Crested Butte, CO on September 30, 2017.

Charitable Giving: The race will support Gunnison Valley non-profit, Living Journeys. The race will provide significant fundraising opportunities. Living Journeys provides financial assistance, emotional support, and enrichment programs to Gunnison Valley residents affected by cancer.

Goal: The Elk Ave 5k has two primary goals:

- 1) To put on a premier event in Crested Butte, that attracts people from all over the state, which encourages health and fitness.
- 2) Support Living Journeys by raising awareness for the organization. The goal is to donate \$10,000 at the end of the event.

Race Director: Joe Bosshard (joebosshard@gmail.com)

Host: Emma Coburn (Emmajcoburn@gmail.com)

About Emma: Emma Coburn is an American middle distance runner who specializes in the 3000-meter steeplechase. She set an American Record of 9:07.63 in the 3000-meter steeplechase to win a bronze medal at the 2016 Olympic Games. In doing so, she became the first American woman to win an Olympic medal in the event. Emma is a 5x US Champion and was a multiple time NCAA champion while at the University of Colorado. Born in Boulder, CO and raised in Crested Butte, Emma hopes to give back to the small town that has given her so much. Emma hopes to use this race as a way to

Pricing

Potential pricing tiers

First 200 - \$25

The first 200 people to sign up receive race entry at the discounted rate of \$25. Race entry includes bib/timing, official race t-shirt, & swag bag.

Before August 31st - \$35

Entry before August 1st is priced at \$30. Race entry includes bib/timing, official race t-shirt, & swag bag.

September 1st – Sept 15th - \$40

Entry between Aug 1st and Sept 15th is \$40. Race entry includes bib/timing, official race t-shirt, & swag bag.

Gunnison Valley Students - \$25

Students enrolled in a Gunnison Valley School District race entry is \$25. Race entry includes bib/timing, official race t-shirt, & swag bag.

***VIP - \$150**

VIP includes pre/post race amenities (tent, bag drop, porta potties, snacks) as well as 1 ticket to the post race dinner/silent auction. Proceeds of the silent auction go to Living Journeys

***After Party Dinner/Silent Auction - \$120**

1 ticket for post race dinner/silent auction. Proceeds of the silent auction and a portion of the dinner ticket go to Living Journeys.

*TBD if available year 1

Type of Sponsors/Titles

Title Sponsor

Name on race. Name on front of all shirts and gift bags. Name on all official race banners.

Hospitality Sponsor

Provide registration location, press conference location, and/or banquet location. Provide lodging for elite racers or discounted rate for race participants.

Food/Beverage Sponsor

Provide food and drinks for runners post race (ex. Bagels, bananas, water, Gatorade). Provide water for 2 water stations (cups & water).

Apparel Sponsor

Provide official race t-shirt and swag bag. ~1,500 shirts and bags. Shirts and bags will include logos of all Tier 1 sponsors, elite prize money sponsors, and title sponsor.

Elite Prize Money Sponsor

Provide \$10,500 for top 5 elite men & women finishers.

Volunteer Sponsor

Sponsor Volunteer support. T-shirts specifically made for volunteers.

Public Relations/Advertising Supporter

Promote event.

Gift Bag Supporters

Companies that provide items for the gift bag.

Race Committee

- Race Director: Joe Bosshard
- Event Manager: Joel Vosburg?
- Host: Emma Coburn
- Volunteer Manager:
- Food/Water Manager:
- Registration Manager:
- Marketing Manager: Joe Bosshard/Emma Coburn
- Course Manager:
- Sponsor Manager:
- Gift Bag Manager:
- Morning of Race Manger: Joel Vosburg?
- Post Race/Expo Manager:
- Clean up Manager:
- Post race dinner/silent auction manager:
- Elite Athlete Manager: Joe Bosshard
- Website Manager:

APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Living Journeys

State Sales Tax Number (Required)
34-1974654

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
Po Box 2024
 300 BELLEVUE AVENUE, STE 3B
 CRESTED BUTTE, CO 81224

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Third St + Elk Avenue
 Crested Butte, CO 81224

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

4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE
Marcie Perkins, Exec. Dir. 5/17/73

15 KUBLER STREET, CRESTED BUTTE, CO 81224 970-349-2777

5. EVENT MANAGER
Joel Vosborg 12-15-57

303 Riverbend Dr., CRESTED BUTTE, CO 81224 970-209-1581

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

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

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

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

Date	Date	Date	Date	Date
9-30-17				
Hours From 8 a.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 6 p.m.	To .m.	To .m.	To .m.	To .m.

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 Marcie Perkins	TITLE Executive Director	DATE 4/25/17
---	---	---

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) TOWN OF CRESTED BUTTE	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (970) 349-5338
---	---	---

SIGNATURE Sheila Waker	TITLE DEPUTY TOWN CLERK	DATE
---	--	------

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

LIABILITY INFORMATION

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

EMMA COBURN ELK AVE 5K (SEPT 30, 2017)

REVISED⁶⁶
7/26/17

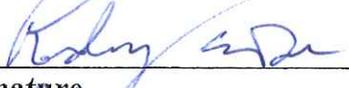
DEPARTMENT APPROVALS (For Official Use Only)

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

From: Michael Reily
Sent: Thursday, July 27, 2017 11:22 AM
To: Betty Warren
Subject: RE: FINAL REVISED: Emma Coburn Elk Ave 5k

As far as special events approval goes this is okay per CBMO but there are still details to work out. As we get closer we will need detailed diagrams and specifics on route closures, times and expectations.
Mike

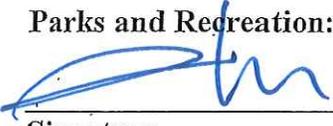
Public Works:

 7/28/2017
Signature Date
Rodney E. Dine
Name (Printed)

Conditions/Restrictions/Comments:

OK, will work with event organizers & Marshal's Dept. Request meeting week prior to the event. Thank you.

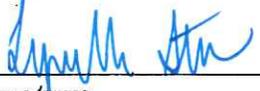
Parks and Recreation:

 7/26/17
Signature Date
Janna Hansen
Name (Printed)

Conditions/Restrictions/Comments:

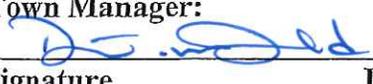
Parks staff will not be available on 9/30 or 10/1 to remove picnic tables. Event organizers are responsible for removing them from ELK & placing them in 1 parking space on 3rd St. for pickup on Mon. 10/2

Town Clerk:

 8-16-2017
Signature Date
Lynelle Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

 8/16/17
Signature Date
DARA MACDONALD
Printed Name (Printed)

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

W Scott Jimenez 7/27/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Good luck with
your event !!

Mt. Express Bus Service:

[Signature] 7/26/17
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Buses will be out
during event

Official Use Only:

Application Received 7/19/17 Date Distributed 7/26/17 3RD SIGNING

Council Date (if applicable) AUGUST 21, 2017

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$ 25 Check # 1978 Date Paid 5-5-17

Permit Fee \$ 200 Check # 1976 Date Paid 5-5-17

Local Liquor License Fee \$ 25 Check # 1979 Date Paid 5-5-17

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 500 Check # 1977 Date Paid 5-5-17 Date Returned: _____



To: Mayor Michel and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Resolution No. 54, Series 2017- GVRHA IGA**
Date: August 21, 2017

Background

The Town Council recently passed Resolution 44, Series 2017 amending the Gunnison Valley Regional Housing Authority (GVRHA) Intergovernmental Agreement. After the passage of the resolution, several edits were made to allow the amendment to merge with the original IGA. Also the funding commitment from the County was increased from \$79,750 to \$93,500. This increase is consistent with the County previous financial commitment the GVRHA. The Town's contribution has increased slightly from \$55,000 to \$58,750.

Recommended Action:

A Council member make a motion followed by a second to approve Resolution 54, Series 2017 for the Amendment to the Gunnison Valley Regional Housing Authority Intergovernmental Agreement.

RESOLUTION NO. 54

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

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

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

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

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

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

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

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

WHEREAS, the Town Council passed Resolution 44, Series 2017 and this resolution replaces the previous approved amended IGA;

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE

TOWN OF CRESTED BUTTE, COLORADO, THAT,

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. The Town Council hereby authorizes the Mayor to enter into the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 21st
DAY OF AUGUST, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

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

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (this “First Amendment”) is entered into as of August 15, 2017, by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 (“Gunnison County”), the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 (“Gunnison”), the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224 (“Crested Butte”), and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 (“Mt. Crested Butte”); (collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to the provisions of Section 18 of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, in 2012 the parties entered into an Intergovernmental Agreement (the “Agreement”) establishing the Gunnison Valley Regional Housing Authority (the “Authority”); and

WHEREAS, the Parties have determined that due to changed circumstances and needs of the entities benefitting from the services provided by the Authority, it is in the best interest of the Parties and the community benefitting from the services to amend certain provisions of the Agreement; and

WHEREAS, except as otherwise provided herein, the provisions of the Agreement are hereby ratified and confirmed, and remain in full force and effect.

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

Section 1. Section 1.3 of the Agreement, “Functions or Services”, is hereby amended to add items (p) through (s) as shown below:

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

- a. Advise local governments of the practical applications of local housing policy and infrastructure needs;
- b. Review development proposals and participate as appropriate;
- c. Facilitate partnerships to create housing;

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

Section 2. Section 4.6, “Renewed Commitments from Parties”, is added to Article IV, Sources of Revenue, as follows:

Section 4.6 Renewed Commitments from Parties. The Parties agree that the success of the Authority is of paramount importance to the communities they represent. Additionally, the Parties agree that the success of the Authority is equally important to each of the jurisdictional bodies. To ensure the continued and growing success of the Authority, the Parties to this Agreement acknowledge and agree that continued and sustainable operational funding is needed. The Parties agree to provide funding to the Authority in the amounts shown in (a) below. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

- a. *Shares of Funding*. The Parties agree that the responsibility for funding the Authority should be divided amongst them and that currently the funding is not equally split. To ensure the affordability of each entity to meet the funding obligations hereunder, the Parties agree to the funding schedule as follows, with the exception that the County will continue funding at its current level:

<u>Party</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
County	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500
City of Gunnison	\$53,000	\$58,750	\$58,750	\$58,750	\$58,750
Crested Butte	\$58,750	\$58,750	\$58,750	\$58,750	\$58,750
Mt. Crested Butte	\$43,500	\$48,500	\$53,500	\$58,750	\$58,750

- b. Payment Dates.* The Parties shall pay their respective sums due to the Authority on a quarterly basis each year. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

Section 3. A new Article VII, Commitments From Jurisdictional Parties, is added as shown below. The former Article VII, General Provisions, is re-numbered as “Article VIII” and each of the respective Sections are re-numbered.

ARTICLE VII COMMITMENTS FROM JURISDICTIONAL PARTIES

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

Section 7.2 Contract with the Authority. When deemed appropriate and reasonable by the relevant party, the jurisdictional parties agree to contract with the Authority for the provision of property management and project services.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 8.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

Section 8.3 No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 8.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

Section 8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 8.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

Section 8.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

Section 8.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

Section 4. If any section, paragraph, clause or provision of this First Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this First Amendment.

Section 5. Except as amended hereby, the provisions of the Agreement are hereby ratified, approved and confirmed.

Section 6. The Effective Date of this First Amendment shall be the date of the last party to sign.

Section 7. The parties to this First Amendment do not intend to benefit any person not a party to this First Amendment. No person or entity, other than the parties to this First Amendment, shall have any right, legal or equitable, to enforce any provision of this First Amendment.

Section 8. Each person signing this First Amendment in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this First Amendment. Each party expressly represents that except as to the approval specifically required by this First Amendment, such party does not require any third party's consent to enter into this First Amendment.

Section 9. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original First Amendment.

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

GUNNISON COUNTY, COLORADO

Chairperson, Board of County
Commissioners, Gunnison County,
Colorado

(SEAL)

ATTEST:

Date: _____

County Clerk

Approved as to Form:

County Attorney

CITY OF GUNNISON, COLORADO

Mayor

(SEAL)

ATTEST:

Date: _____

City Clerk

Approved as to Form:

City Attorney

TOWN OF CRESTED BUTTE,
COLORADO

Mayor

(SEAL)

ATTEST:

Date: _____

Town Clerk

Approved as to Form:

Town Attorney

TOWN OF MT. CRESTED BUTTE,
COLORADO

Mayor

(SEAL)

ATTEST:

Date: _____

Town Clerk

Approved as to Form:

Town Attorney



Staff Report

August 21, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-22, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third St. to West Elk Bahk Do Moo Duk Kwan, dba West Elk Martial Arts

Summary: West Elk Martial Arts has been a long-term tenant of the Town. Their most recent lease expired in 2007. 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 West Elk Martial Arts.

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 West Elk Martial Arts leases is approximately 195 sq. ft. They have been paying \$1,500 per year. Utilities are included in the lease with the exception of phone, cable & internet. Responsibilities for utilities would not change under the new lease. The lease rate proposed would remain at \$1,500 per year, or \$7.69 per sq. ft. per year. Beginning in 2020 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	\$ 975
\$7.50	\$1,463
\$10.00	\$1,950

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 West Elk Martial Arts.

Proposed Motion: Motion and a second to approve Ordinance No. 22, Series 2017.

ORDINANCE NO. 22

SERIES 2017

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 THIRD STREET TO WEST ELK BAHK DO MOO DUK KWAN, DBA WEST ELK MARTIAL ARTS

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 January 9, 2005, the Town entered into two year lease with West Elk Bahk Do Moo Duk Kwan, dba West Elk Martial Arts for property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the term of the lease expired on January 8, 2007; and

WHEREAS, the Town Council and West Elk Martial Arts 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 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)

EXHIBIT "A"

Employee 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 West Elk Soo Bahk Do Moo Duk Kwan, d.b.a. West Elk Martial Arts, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

1. **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, as more particularly described as follows:

308 3rd Street, Unit D
Town of Crested Butte,
County of Gunnison,
State of Colorado

and commonly known as 308 3rd Street, Unit D (the "**Premises**").

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

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

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

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

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

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

(g) All exterior signage and signage in the shared areas of the building 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 against ordinary wear and tear. 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.

3. **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.

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$125.00 on the Effective Date of this Lease and each month thereafter during the first three years of the Term (the "**Rent**"). Rent shall increase annually as follows:

Rent shall thenceforth increase 1% each year as follows:

3 rd anniversary (2020):	\$1,514.94 annually / \$126.24 per month
4 th anniversary (2021):	\$1,530.09 annually / \$127.51 per month
5 th anniversary (2022):	\$1,545.39 annually / \$128.78 per month
6 th anniversary (2023):	\$1,560.84 annually / \$130.07 per month

7 th anniversary (2024):	\$1,576.45 annually / \$131.37 per month
8 th anniversary (2025):	\$1,592.22 annually/ \$132.68 per month
9 th anniversary (2026):	\$1,608.14 annually / \$134.01 per month
10 th anniversary (2027):	\$1,624.22 annually / \$135.35 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 \$500.00. The Landlord acknowledges that they already hold a deposit of \$250.00 at the execution of the Lease. 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) This lease will maintain Tenant at an annual lease rate of \$7.69 per sq. ft. with 1% annual increases beginning in 2020.

5. **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).

6. **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.

7. **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..

8. **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.

9. **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.

10. **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.

11. **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: West Elk Martial Arts
Andy Tyzzer
P.O. Box 1179
Crested Butte, CO 81224

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:

West Elk Soo Bahk Do Moo Duk Kwan, d.b.a. West Elk Martial Arts, a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____



Staff Report

August 21, 2017

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Appointment of the Town Attorney

Summary: The Town Council has been working with Sullivan Green Seavy LLC as the interim Town Attorney since May of this year. The Council will now consider the appointment of that firm as the Town Attorney.

Background: The previous Town attorney, John Belkin, resigned this position in May, 2017. The Council appointed Sullivan Green Seavy as the interim town attorney shortly thereafter. In July, the Council held a work session to discuss how to proceed with appointment of a Town attorney. They determined they would like to entertain a proposal from Sullivan Green Seavy who had previously expressed an interest in the appointment. The Council held a work session to interview Barbara Green and John Sullivan of Sullivan Green Seavy on August 8th. They directed staff to bring forward an engagement letter from Sullivan Green Seavy on August 21st when they would consider appointing the firm as Town attorney.

Discussion: Section 7.1 of the Town Charter provides the Council with the authority to appoint and set compensation for the Town attorney. The attached engagement letter provided by Sullivan Green Seavy sets forth their proposal for compensation, term and review schedule for Sullivan Green Seavy to be the Town attorney for Crested Butte.

Proposed Motion: A motion to appoint Sullivan Green Seavy as the Town attorney under the terms described in the attached engagement letter dated August 16, 2017.

SULLIVAN GREEN SEAVY LLC

August 16, 2017

VIA EMAIL: glennmichel@crestedbutte-co.gov

Town of Crested Butte
Glenn Michel, Mayor
Members of Town Council

RE: Sullivan Green Seavy LLC Engagement Letter - Town Attorney

Dear Mayor and Members of Town Council:

Thank you for selecting our firm to serve as the new Town Attorney for the Town of Crested Butte. We look forward to working with the Council and the staff to effectively represent the Town. Per our previous discussions, we will charge the Town a flat rate of \$16,000 per month to serve as Town Attorney. For this monthly rate, we would prepare for and attend two council meetings each month, handle all municipal court cases, and work with Town staff and Council on matters for which the Town needs legal counsel during the month. This amount will cover time spent by Barbara Green, John Sullivan, or other partners; legal assistants; associate attorneys; travel time; and travel expenses. We think that this arrangement will allow us to be as responsive as possible to the Town's legal needs.

The initial term of this Agreement will be 12 months commencing on September 1, 2017. However, we agree that we will review the fee arrangement after six months to ensure that it is fair and reasonable for the Town and our firm. Although we are charging a flat monthly fee to the Town, we will continue to provide invoices itemizing the time we have spent working on Town matters each month. As we have been doing, these invoices will break down the time we spend on Town work into in six-minute increments. We expect that continuing to bill the Town in this way will also assist the Town and Sullivan Green Seavy to evaluate whether the flat monthly fee compensation arrangement still makes sense for both parties after six months, or it needs to be adjusted in some way.

The flat monthly fee will not cover time spent on long term litigation where we are primary counsel for the Town, or Mt. Emmons negotiations. For these matters, we will continue to offer the Town the same reduced rate that we charge for NWCCOG and its QQ members. The flat monthly fee also will not cover time spent on work where the developer reimburses the

ATTORNEYS & COUNSELORS AT LAW

2036 E. 17th Avenue
Denver, CO 80206
Phone: 303-322-0366
Fax: 303-316-0377

3223 Arapahoe Avenue, Suite 300
Boulder, CO 80303
Phone: 303-440-9101
Fax: 303-443-3914

Town for legal fees incurred regarding the project. For this type of work where the developer is responsible for reimbursing the Town for legal fees incurred on the project, we will charge our regular private sector rate. We also anticipate that the Town will continue to use outside counsel for water matters, as the Town has done in 2016 and 2017.

Barbara Green will be the lead Town Attorney. But Barbara and John Sullivan will both be primary points of contact. We anticipate that we will continue to work closely with the Town Manager and her staff, and that decisions about how to allocate the work most effectively would occur iteratively.

Thank you again for the opportunity to serve as the new Town Attorney. We look forward to a long and mutually beneficial relationship in our new role. Crested Butte is a very special place.

Sincerely,

/s/ Barbara J. B. Green

/s/ John T. Sullivan

Sullivan Green Seavy LLC

cc. Dara MacDonald, Town Manager, daramacdonald@crestedbutte-co.gov



Staff Report

August 21, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rodney E. Due, Director of Public Works

Subject: **CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONTRACT FOR THE CB SUMMMER PAVEMENT PROJECT AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND OLD CASTLE SW GROUP, INC. dba UNITED COMPANIES.**

Attachment: 1. Contract documents

Date: August 17, 2017

Summary: : In the July 28th and August 4th editions of the Crested Butte News, the Public Works Department published an Invitation for Bid for the CB Summer Pavement Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 02:00pm on Friday, August 11th, when they were opened and publically read aloud. There was only one (1) bid received. The bid was reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$65,000. The 2017 budget included \$45,000 for paving of the fire hall parking lot. \$20,000 has been received from property owners along the Soupcon alley for paving of the alley. An additional \$10,000 has been offered by another property owner on the alley if Option 2 below is selected by the Council.

The Town received proposals from;

1. United Companies	\$59,055.00
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BACKGROUND: During the 2016 Budget cycle the Town Council put paving the Fire hall and the Parking area behind Soupcon as one of its top priorities. There was a group of citizens that came together that did not support the paving of the Soupcon alley & parking area. On August 8th the council asked staff to come up with several different options for the alley.

1) Leave the alley unchanged

- 2) Improve the alley with grading, road base in the alley and parking area, a concrete pan on the south side of the alley and curb and gutter around the parking area. $\$18,096.00 + \$5,500 = \$23,596.00$ (United doing all the work). Plus the Fire Hall = **$\$66,893.00$** (includes mob.)
- 3) Improve the alley with grading, road base in the alley, a concrete pan on the south side of the alley, curb and gutter around the parking area and paving in the parking area. $\$19,422 + \$5,500 + \$4,120 = \$29,042.00$ (United doing all the work). Plus the Fire Hall = **$\$72,339.00$** (includes mob.)
- 4) Improve the alley with grading, a concrete pan on the south side of the alley, curb and gutter around the parking area and paving in the alley and parking area (with the Town doing the prep work for paving). $= \$10,758.00 + 5500 = \$16,258$. Plus the Fire Hall = **$\$59,055.00$** (includes mob.)

Paving cost for the Fire Hall parking area (Town doing the prep work for the paving). $\$35,697 + \$3,500 = \mathbf{\$42,797.00}$ (includes mob.)

The cost is escalated with United doing the prep work in alternatives 2 & 3. The Town is doing the prep in option 4, because the prep work is less when we only have to prep for paving vs. excavating out 6" of material, hauling it off, and bringing in 6" of new Class 6 base rock. The Town has between \$65,000 and \$75,000 budgeted for this project. The 2017 budget includes \$45,000. The community contribution toward the alley project is \$20,000.00. An additional \$10,000.00 is being offered by Jason Vernon of Soupcon if option 2 is awarded.

Options 2, 3, or 4 will all address the concerns about drainage in the alley. Staff met with several of the adjacent property owners and residents on August 16th. Their preference is Option 2.

Recommendation: To award the contract for the 2017 CB Summer Pavement Project, and authorizing the Town Manager to enter into a construction contract between the Town of Crested Butte and Old Castle SW Group, Inc. dba United Companies.

Proposed Motion: Move that the Town of Crested Butte accept and award the bid for **Option ___** for the 2017 CB Summer Pavement Project to Old Castle SW Group, Inc, dba United Companies and authorizing the Public Works Director to utilize an additional amount up to \$6,000 for contingency.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 22nd day of August, 2017 by and between OLD CASTLE SW GROUP, INC. dba UNITED COMPANIES (hereinafter referred to as “Contractor”), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the “Town”).

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the **CB Summer Pavement Project 2017** (hereinafter the “Project”); and

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

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

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

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

2. **Time of Commencement and Completion.** Construction under this Agreement will begin on or after August 22, 2017 and shall be completed by September 30, 2017 (“Completion Date”). The Completion Date may, at the Town’s sole discretion, be extended if approved by the Town in writing, but in no event may the Completion Date extend beyond October 13, 2017. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct **liquidated damages in the amount of \$1000 the first day and \$500.00 for each additional day** the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor’s failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

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

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

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

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

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

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

6. Inspection of Work and Materials.

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

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

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

occurrence.

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

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

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

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

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

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

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

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

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

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

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

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

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

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

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

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

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

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

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement

work or enter into a contract with a subcontractor that fails to verify to Town that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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

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

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

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

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

[CONTRACTOR]:

By _____
Name _____
Title _____

TOWN OF CRESTED BUTTE, COLORADO:

By _____
Dara MacDonald, Town Manager
Date _____

ATTEST:

Town Clerk



Staff Report

August 21, 2017

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Discussion on the ballot issue for a tax on vacation rentals

Summary: A draft of the resolution setting the ballot language for a sales tax on vacation rentals is attached. There are some points for further discussion with the Council and staff is seeking direction.

Discussion:

Ballot language

Tax questions must be very carefully worded and a fairly precise process must be followed. Following the direction of the Council on August 8th we have engaged Dee Wisor of Butler Snow LLP to assist with crafting ballot language and ensuring TABOR compliance.

The attached draft resolution sets the ballot language to ask the voters to approve a new sales tax of 5% on the amount charged for vacation rentals. At the time of approval, the ballot language must establish the maximum amount it expects to collect in the first year of collections. If this tax had been in place in 2016 it would have generated \$274,738 in revenue. The ballot language sets this expectation at \$325,000 for the first year. The Town wants to be reasonable in its expectations but not to surpass the amount set in the ballot so that it does not get in the position of attempting to refund excess funds. The question would also allow the Town to keep all revenues generated by this tax in future years – commonly known as de-Brucing.

In accord with the discussion on August 8th, the last Whereas clause in the resolution states: “if the registered electors of the Town approve the excise tax and if a County-wide funding source for affordable housing is adopted which the Council determines is sufficient to fund affordable housing needs in the Town, the Council may repeal or reduce the excise tax.” This allows the Council some discretion to withdraw the Town’s tax while emphasizing the intention to support a county-wide funding solution.

Use of the funds

As drafted the tax of 5% on the amount charged for vacation rentals would be used to “fund affordable housing programs”. If the tax is successful, the Council will need to pass an ordinance incorporating the new tax into the municipal code. This would also be an opportunity to further refine the definition of how the funds could be used.

Ordinance 2003-24 which established the Resident Occupied Affordable Housing program and the affordable housing fund included the following language:

Such fees shall be placed in the Crested Butte “Affordable Housing Fund” for uses including but not limited to affordable housing administration, construction of new affordable housing units, land acquisition, down payment assistance, construction of infrastructure to serve new affordable housing units, contracts for affordable housing services, legal fees, and acquisition, repair, and restoration and deed-restriction of existing units.

With the ordinance enacting the new tax, should the voters choose to approve the tax, this section limiting use of money in the affordable housing fund could also be modified. Some members of the Council have suggested including “workforce housing” as a use of the funds which could easily be done through the enacting ordinance.

To authorize debt?

If in the future the Town wanted to construct a larger project or purchase an existing building, tax revenues may be pledged to service debt issued for such an undertaking. For example, if the Town wanted to build out the Space to Create project in the future and it was going to cost several million dollars the Town could ask the voters for authority to borrow money and utilize all or a portion of this specific tax revenue to repay the debt.

The draft ballot language does not include authorization to issue debt, which is something that must be approved by the voters under limitations imposed by the TABOR amendment to the Colorado Constitution. In order to ask the voters for this type of authority, the amount of debt to be issued must be identified along with the repayment cost (loan amount + interest). The annual repayment cost must also be included.

For example, if the Town wanted to issue \$3,000,000 in debt to purchase an existing apartment building, it would need to pledge \$200,000 - \$250,000 in annual revenue over 20 years for a repayment of \$4,500,000 with around a 4.5% interest rate. This is a rough estimate for the purpose of illustrating the information necessary to go to the voters for approval of a debt issuance.

Staff is recommending that the Council not pursue a debt issuance at this time if you go to the voters. Rather, collect the revenue for a couple of years and accelerate development of Blocks 76, 79 and 80. If the opportunity arises to leverage tax revenue in the future through debt issuance, go back to the voters at that time for approval of a specific project.

Timeline

The following is a list of key milestones in the tax adoption process.

September 5 –

Consideration of a resolution setting the ballot language

FCPA restrictions come into place for staff and elected officials upon adoption of ballot language

September 8 –

Town certifies the ballot and ballot content to the Gunnison County Clerk & Recorder

October 13 –

Last day for a local government to withdraw an item from the ballot

November 7 – Election Day

(if measure passes...)

November 20 – 1st reading of ordinance amending the Municipal Code to incorporate the new tax, the transactions it applies to, exemptions and other administrative details

December 4 – 2nd reading of ordinance amending the Municipal Code

Direction Needed:

1 – Would the Council like to see any changes to the proposed resolution?

RESOLUTION NO.
SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN AT A THE ELECTION TO BE HELD ON NOVEMBER 7, 2017 A BALLOT ISSUE AND TITLE CONCERNING AN EXCISE TAX ON THE PRICE CHARGED TO ANY PERSON FOR A VACATION RENTAL AND USING THE REVENUES FOR AFFORDABLE HOUSING PROGRAMS.

WHEREAS, the Town of Crested Butte, in the County of Gunnison and State of Colorado (the “Town”), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the Town Charter (the “Charter”); and

WHEREAS, the members of the Town Council of the Town (the “Council”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer’s Bill of Rights (“TABOR”), requires voter approval for any new tax, any increase in any tax rate, the creation of any multiple fiscal year financial obligation, and the spending of certain funds above limits established by TABOR; and

WHEREAS, the pursuant to the Crested Butte Municipal Code (the “Code”) vacation rentals are permitted in certain zoning districts of the Town if the owner of the property obtains a vacation rental license; and

WHEREAS, funding affordable housing for local employees is a priority for the Town Council; and

WHEREAS, the Council wishes to submit to the registered electors of the Town a ballot issue seeking to authorize an increase in Town taxes by imposing an excise tax on the amount charged to any person for a vacation rental and to use the proceeds from such tax to fund affordable housing programs; and

WHEREAS, TABOR requires that the Town submit ballot issues, as defined in TABOR, to the Town’s registered electors on specified election days before action can be taken on such ballot issues; and

WHEREAS, Section 2.1 of the Charter provides that Town elections shall be governed by the Colorado municipal election law; and

WHEREAS, Section 31-10-102.7, C.R.S., of the Colorado Municipal Election Code, provides that a municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992; and

WHEREAS, on November 7, 2017, the Gunnison County Clerk and Recorder (the “County Clerk”) will be conducting a coordinated election (the “Election”) pursuant to the Uniform Election Code of 1992 (the “Election Code”); and

WHEREAS, the general Town election will be held on November 7, 2017 in conjunction with the Election being conducted by the County; and

WHEREAS, November 7, 2017 is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the Town pursuant to TABOR; and

WHEREAS, if the registered electors of the Town approve the excise tax and if a

County-wide funding source for affordable housing is adopted which the Council determines is sufficient to fund affordable housing needs in the Town, the Council may repeal or reduce the excise tax.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, IN THE COUNTY OF GUNNISON AND THE STATE OF COLORADO:

Section 1. Unless otherwise defined herein, all terms used herein shall have the meanings specified in the Election Code.

Section 2. The Election shall be conducted as a coordinated election by the County Clerk pursuant to TABOR and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto. The Election shall also be conducted pursuant to the provisions of an intergovernmental agreement (the "intergovernmental agreement") between the Town and the County Clerk of the County. The Town hereby determines that the Election shall be held on November 7, 2017, and that there shall be submitted to the eligible electors of the Town the question set forth herein. Because the Election will be held as part of the coordinated election, the Council hereby determines that the County Clerk shall conduct the Election on behalf of the Town pursuant to the Uniform Election Code of 1992 and the applicable intergovernmental agreement. The officers of the Town are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the Election is hereby ratified, approved and confirmed.

Section 3. Pursuant to Section 31-11-111, C.R.S., the title and submission clause which shall be submitted to the eligible electors of the Town at the Election shall be in substantially the following form:

QUESTION 1-A: AUTHORIZATION TO IMPOSE AN EXCISE TAX OF UP TO 5% ON THE AMOUNT CHARGED TO ANY PERSON FOR A VACATION RENTAL AND TO USE THE PROCEEDS TO FUND AFFORDABLE HOUSING PROGRAMS.

SHALL TOWN OF CRESTED BUTTE TAXES BE INCREASED NOT MORE THAN \$325,000 IN 2018 AND BY WHATEVER AMOUNTS ARE GENERATED ANNUALLY THEREAFTER BY AN EXCISE TAX OF NOT MORE THAN 5% ON THE AMOUNT CHARGED TO ANY PERSON FOR A VACATION RENTAL FOR THE PURPOSE FUNDING AFFORDABLE HOUSING PROGRAMS, WITH THE RATE OF TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 5%; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, KEEP AND SPEND THE REVENUES FROM SUCH TAX AND ANY INVESTMENT INCOME THEREFROM NOTWITHSTANDING THE LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

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

Section 5. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or

content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

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

Section 7. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town, directed towards the Election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed.

Section 8. If any portion of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this Resolution and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. All other resolutions or portions thereof inconsistent or conflicting with this Resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

ADOPTED AND APPROVED this September 5, 2017.

Mayor

(SEAL)

ATTEST:

Town Clerk



Staff Report

August 21, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Resolution No. 55, Series 2017 – A Resolution of the Town Council of the Town of Crested Butte, Colorado Consenting to the Calling of an Election by the Gunnison Valley Regional Housing Authority on November 7, 2017

Summary: The Board of the Gunnison Valley Regional Housing Authority (“GVRHA”) has approved a Resolution submitting a ballot measure to the voters that would increase property taxes by 1.5 mills raising no more than \$900,000 in the first year. All funds would be used towards providing affordable housing. In order to proceed with placing the question on the ballot the GVRHA must receive authorization from each of the Contracting members – Gunnison County, City of Gunnison, Town of Crested Butte and Town of Mt. Crested Butte. This resolution would provide for Crested Butte’s consent for the GVRHA to proceed with the ballot question.

Background: Affordable housing has long been a priority for the Crested Butte community and has risen in importance county-wide in recent years. The 2016 Gunnison Valley Needs Assessment (“Needs Assessment”) again emphasized the need to take action to address the growing need for affordable housing in Gunnison County. The Needs Assessment identified funding as one of the challenges and barriers to solving the housing problem:

Funding

Dedicated, predictable revenue is needed to fill the gap between housing costs and incomes. Since Federal and State grants/loans/tax credits can only be used to provide housing for low income households (50%, 60% or 80% AMI limits), local sources of funding are necessary in mountain areas where subsidies are needed to produce housing for moderate and middle income residents. Some of the most successful housing programs (e.g., Aspen and Telluride) have taxes for workforce housing that were enacted prior to Tabor. Summit County is the only mountain resort area in Colorado that has obtained voter approval (i.e., post-Tabor) for a development impact fee and sales tax dedicated to affordable housing. Several other communities are considering tax initiatives.

Following release of the Needs Assessment the GVRHA Board held a retreat and strategic planning session in February of 2017. The resulting strategic plan included the following strategic priority:

Strategic Priority #3: Funding

To be able to address the affordable housing needs in the valley, the GVRHA must obtain continuous and sustainable funding for both projects and to grow and sustain operations. It is estimated that the creation of 400 additional affordable units will equate to \$80 million in new housing assets. To be able to leverage and partner to fund these projects, approximately an additional \$1.5 million annually in public funding is needed.

Strategic Result #1: Additional Funding

By December of 2017, the GVRHA will, by some taxing mechanism(s), secure up to \$1.5 million in annual public funding for permanently affordable regional housing solutions.

Following adoption of this strategic plan the GVRHA began to investigate funding options and identified lodging tax and property tax as the preferred methods. They came to the Contracting members and requested funding for surveying the community about possible tax measures. On March 6th the Crested Butte Town Council elected to support this effort with an additional \$6,000 contribution to the GVRHA.

In June it became evident that a housing authority is not authorized to levy a lodging tax under state statute. The GVRHA then turned its focus to the property tax possibility and ran another survey polling voters about a possible property tax measure. The pertinent results of both surveys are attached. Complete survey results are available upon request.

Following the second survey, the GVRHA voted in July to move ahead with a ballot measure requesting voters approve a property tax increase of 1.50 mills effective January 1, 2018 and lasting for a period of 10 years. They affirmed this in August when they approved the ballot language (attached to the resolution).

The Gunnison Valley Housing Foundation (“Housing Foundation”) has agreed to work on a campaign to promote the property tax measure with voters. Their director will attend the Council meeting and be available to answer questions if the Council so chooses.

In order to proceed with placing the question on the ballot the GVRHA must receive authorization from each of the Contracting members – Gunnison County, City of Gunnison, Town of Crested Butte and Town of Mt. Crested Butte. This resolution would provide for Crested Butte’s consent for the GVRHA to proceed with the ballot question.

Legal Implications: All four of the Contracting members must approve resolutions consenting to the GVRHA pursuing the ballot measure. Mt Crested Butte approved such a resolution on August 15th. The Board of County Commissioners and City of Gunnison will both consider similar resolutions on August 22nd. If one entity chooses not to approve the consenting resolution the ballot measure may not proceed.

Financial Implications: There are no direct financial implications for the Town of Crested Butte with the passage of this resolution.

Proposed Motion: A motion to approve Resolution 2017-55.



April 3, 2017
MEMORANDUM

TO: INTERESTED PARTIES
FR: DAVID FLAHERTY, MAGELLAN STRATEGIES
RE: GUNNISON VALLEY REGIONAL HOUSING AUTHORITY SURVEY SUMMARY

This memorandum is a summary of a live landline and cell phone survey of 253 likely 2017 general election voters in Gunnison County. The interviews were conducted March 27th to 29th, 2017. This survey has a margin of error of +/- 6.10% at the 95 percent confidence interval.

Key Findings:

- Gunnison County voters are fully aware there is a residential housing shortage and there is a strong will to address the problem. Among all respondents, 64% say finding affordable housing in the county is a big problem. However, there is not a clear consensus how far local government should go addressing the problem.
- When evaluating revenue options to fund new residential housing, a 2% lodging tax is overwhelmingly preferred (62% support) to increasing property taxes (47% support). A proposal to increase the lodging tax by 2% and increase property taxes both had 49% support.
- Voters are evenly divided regarding how far local government should go addressing the problem. Among all respondents, 47% thought a plan for the Gunnison Valley Regional Housing Authority to build 400 residential units at a cost of \$80 million was a good use of public funds and 40% thought it was not.
- Some of the reasons why voters oppose the county building housing units is because they feel they are paying for someone else's housing. The government is discouraging private residential investment and that it simply is not the proper role of government to be involved in providing housing.
- Despite a small opposition (28%) from some voters for the government getting involved in the housing shortage, an overwhelming majority of voters want government to do something. Among all respondents, 71% think local government should do more to address the problem, 81% believe adequate housing contributes to a sustainable economy and sense of community, 77% say the

Why Some Voters Would Support the Lodging Tax Increase

“I would support it mainly because I am not involved in lodging so it would not come out of my pocket.”

“Because just like I said it's hardly any in the middle here, it's extremely poor or extremely wealthy, it's very little in the middle, it's one or the other. It's hard for the people who are servicing the rich people because the prices are so high.”

“As someone who has struggled to find a place to live, having more options would make it easier to live in the valley.”

“I would support an increase in the lodging tax, because our visitors generally come from a well off economic bracket and depend on the service industry. Those individuals are the ones who need housing. I would say that it is reasonable to ask our wealthier visitors.”

Why Some Voters Would Oppose the Lodging Tax Increase

“Because I don't think it is the government's job to provide the housing.”

“I have lived here a long time and I've paid for my own rent and I didn't rely on the government to help me and I think everyone should do the same.”

“I somewhat oppose because it will discourage one of our biggest industries which is recreation and tourism.”

“Because the government is discouraging private investment in that realm and they're not very good at it.”

“I guess I don't believe in subsidizing at all and it makes me angry to pay for someone else to live in a place they can't afford.”

Voters Oppose an Unspecified Increase in Residential Property Taxes

Among all respondents, only 30% would support a property tax increase to fund new residential housing and 61% of voters oppose it. Looking at responses by party, 75% of Republicans would oppose it, as would 50% of Democrats and 61% of unaffiliated voters. Among seniors, 71% would oppose the tax. The only subgroup that would support the tax are voters that rent their home, with 54% supporting the tax.

Voter Opinion on How the County Should Address the Housing Shortage

Among all respondents, 53% said they were either familiar or somewhat familiar with the Gunnison Valley Regional Housing Authority's 2016 housing needs assessment. This shows that voters are paying attention and are aware of the problem. However, when asked what should be done to address the problem, many voters admitted they did not have an answer to the problem. However, there was general thoughts about what could be done.



- Gunnison County voters are fully aware there is a residential housing shortage and there is a strong will to address the problem. Among all respondents, 64% say finding affordable housing in the county is a big problem. However, there is not a clear consensus how far local government should go addressing the problem.
- When evaluating revenue options to fund new residential housing, a 2% lodging tax is overwhelmingly preferred (62% support) to increasing property taxes (47% support). A proposal to increase the lodging tax by 2% and increase property taxes both had 49% support.
- Voters are evenly divided regarding how far local government should go addressing the problem. Among all respondents, 47% thought a plan for the Gunnison Valley Regional Housing Authority to build 400 residential units at a cost of \$80 million was a good use of public funds and 40% thought it was not.



- Some of the reasons why voters oppose the county building housing units is because they feel they are paying for someone else's housing. The government is discouraging private residential investment and that it simply is not the proper role of government to be involved in providing housing.
- Despite a small opposition (28%) from some voters for the government getting involved in the housing shortage, an overwhelming majority of voters want government to do something. Among all respondents, 71% think local government should do more to address the problem, 81% believe adequate housing contributes to a sustainable economy and sense of community, 77% say the housing problem is getting worse and 81% say there is a gap in the wages they earn and the affordability of housing.
- We believe Gunnison County voters would approve a 2% increase in the county lodging tax this November to fund the construction of new residential housing units.

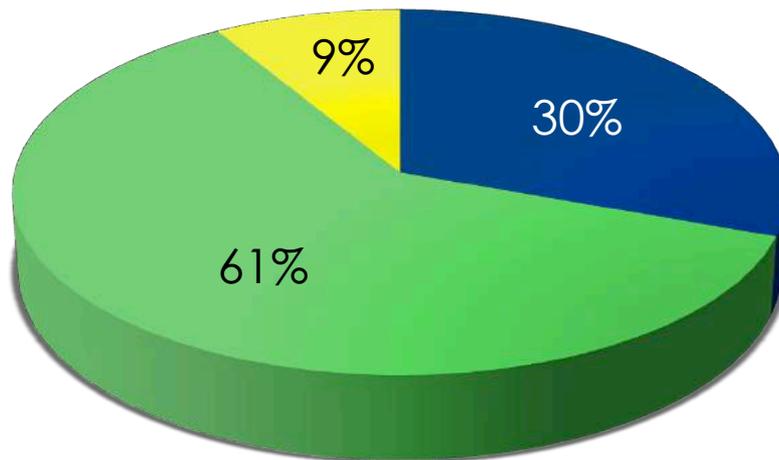
VOTER OPINION ON INCREASING PROPERTY TAXES

MAGELLAN
STRATEGIES





Would you support or oppose an increase to residential and commercial property taxes to pay for new residential housing units that would be constructed and managed by the Gunnison Valley Regional Housing Authority?

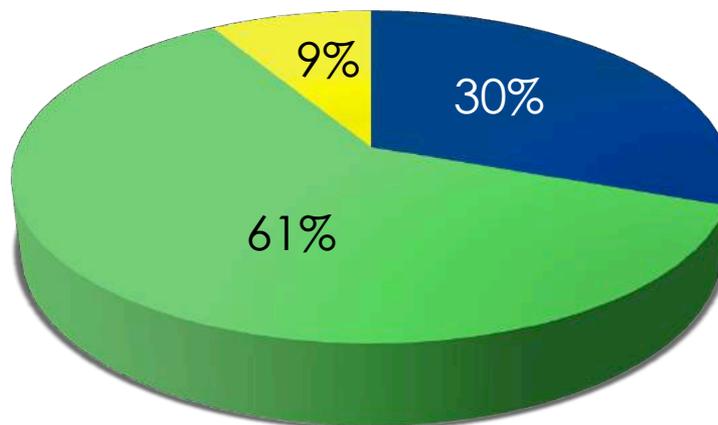


■ TOTAL SUPPORT ■ TOTAL OPPOSE
■ UNDECIDED

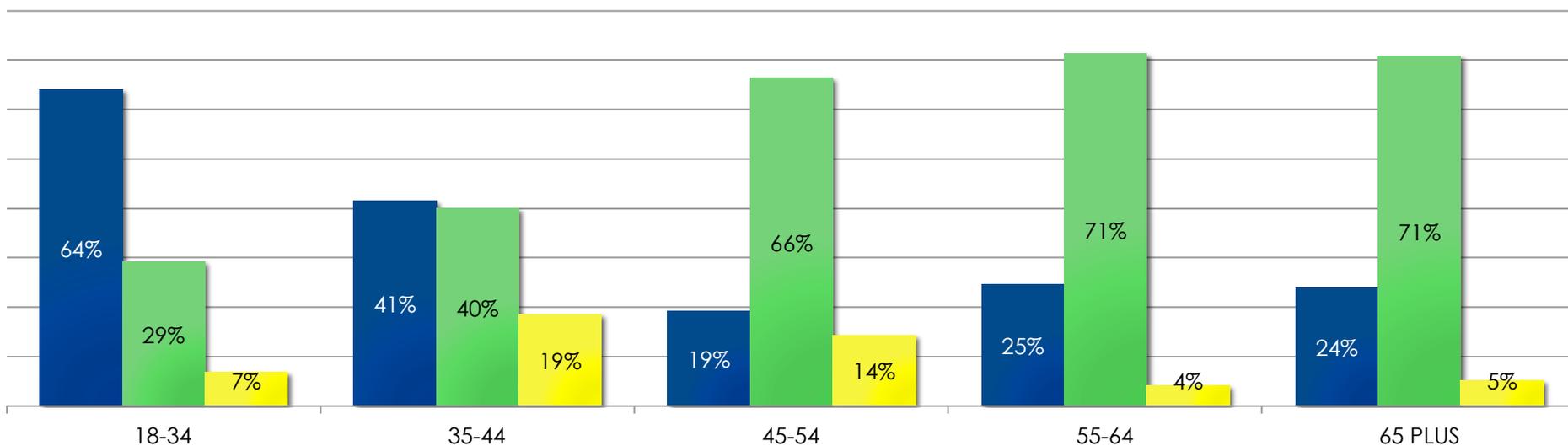


Would you support or oppose an increase to residential and commercial property taxes to pay for new residential housing units that would be constructed and managed by the Gunnison Valley Regional Housing Authority?

March Survey Results

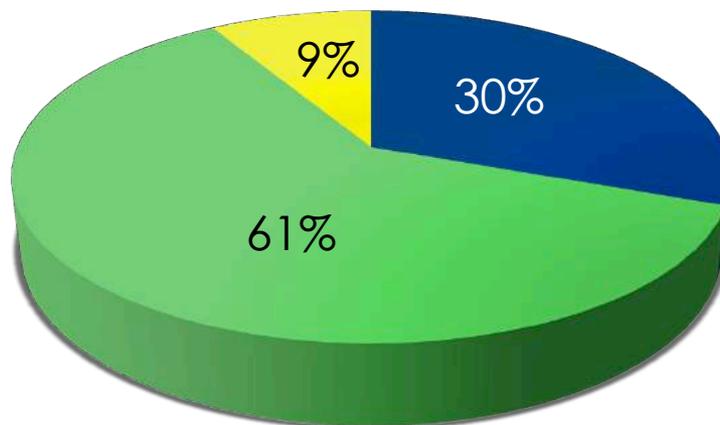


■ TOTAL SUPPORT ■ TOTAL OPPOSE ■ UNDECIDED

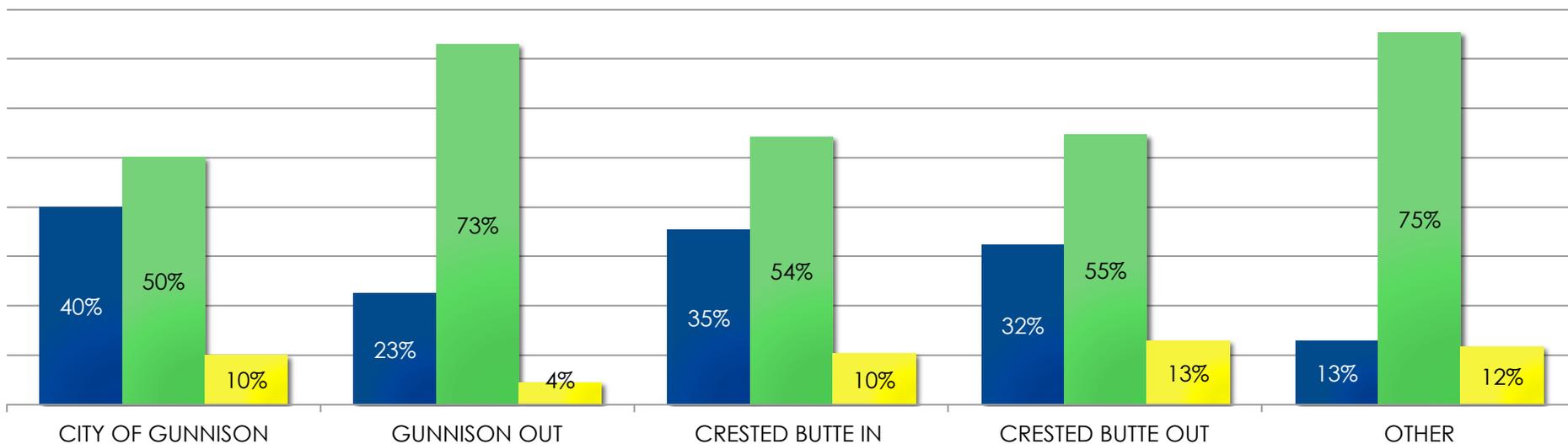


Would you support or oppose an increase to residential and commercial property taxes to pay for new residential housing units that would be constructed and managed by the Gunnison Valley Regional Housing Authority?

March Survey Results



■ TOTAL SUPPORT ■ TOTAL OPPOSE ■ UNDECIDED



In your own words, please tell me why you would support an increase to residential and commercial property taxes to fund the construction of new residential housing units.

- *“Again, I think there is very limited opportunities for affordable housing. I think we should all help out.”*
 - Female, 55-64, Democrat, Own
- *“If it's program is effectively active, then I think it's good to contribute to keeping local workers in the valley.”*
 - Female, 35-44, Democrat, Own
- *“It's investing again in local community and it creates a stronger infrastructure.”*
 - Female, 35-44, Unaffiliated, Rent
- *“There is a extreme need for additional housing.”*
 - Female, 18-34, Democrat, Rent



In your own words, please tell me why you would oppose an increase to residential and commercial property taxes to fund the construction of new residential housing units.

- *“Because we pay enough in taxes and no one assisted us when we found houses.”*
 - Female, 35-44, Unaffiliated, Own
- *“As home owners we shouldn't have to pay for more projects that always gets put on the home owners and business owners.”*
 - Male, 45-54, Republican, Own
- *“Already housing costs are too high and I don't think the citizen tax payer should carry the brunt of the tax burden.”*
 - Female, 45-54, Democrat, Rent
- *“Because if I think they're going to spend property taxes, they should go to education. The Housing Authority would mismanage it.”*
 - Female, 55-64, Democrat, Own

March Survey Results

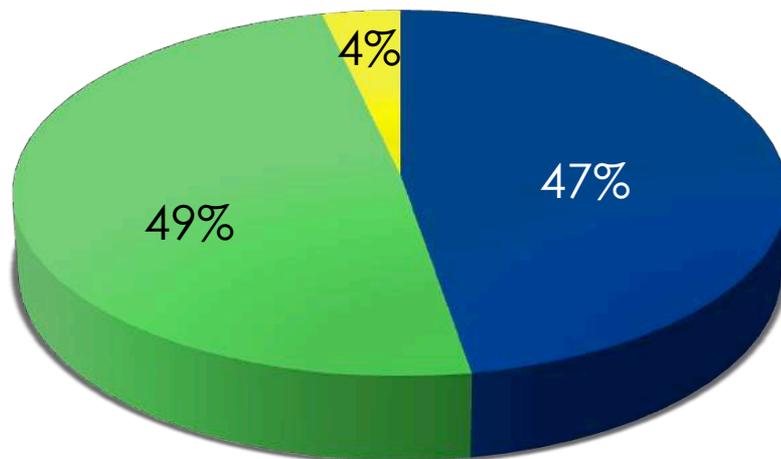
VOTER OPINION ON INFORMED PROPERTY TAX INCREASE

MAGELLAN
STRATEGIES

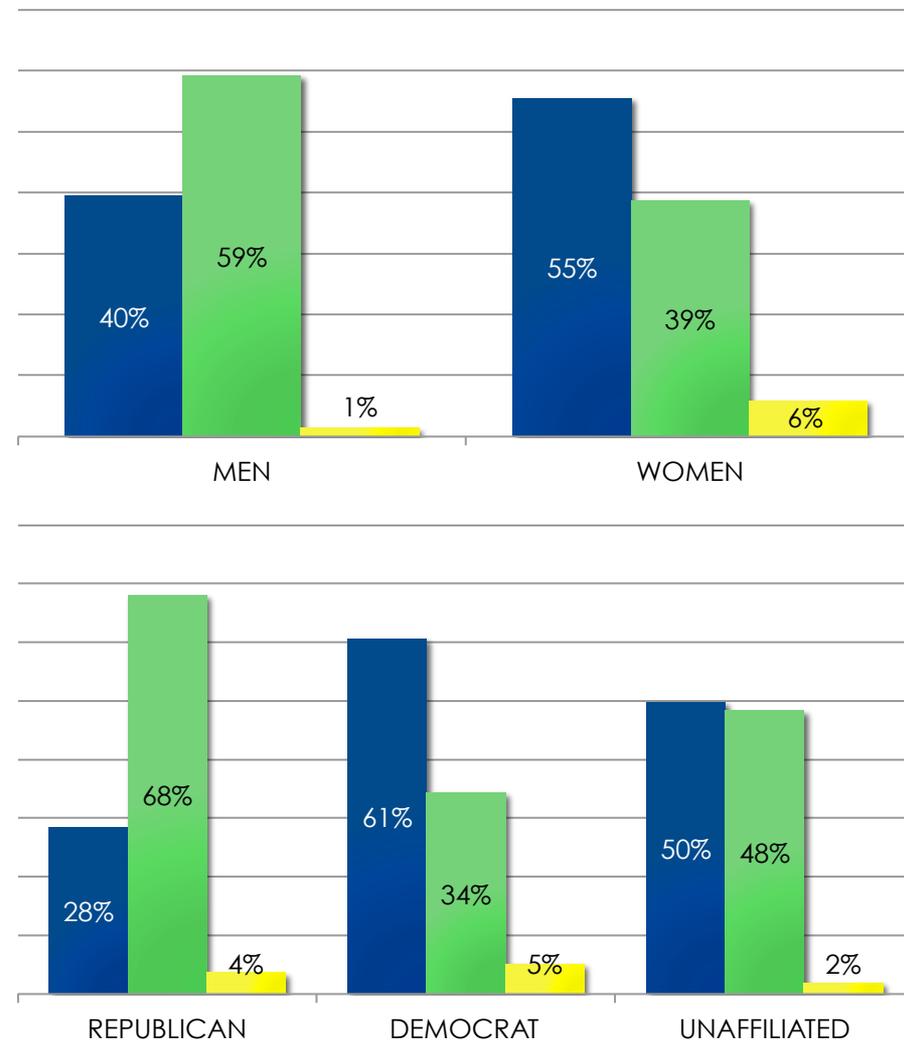


Would you support or oppose an annual property tax increase of twenty dollars per one hundred thousand dollars of a home's assessed value and seventy dollars per one hundred thousand dollars of a commercial property value to pay for 400 permanent residential housing units?

March Survey Results

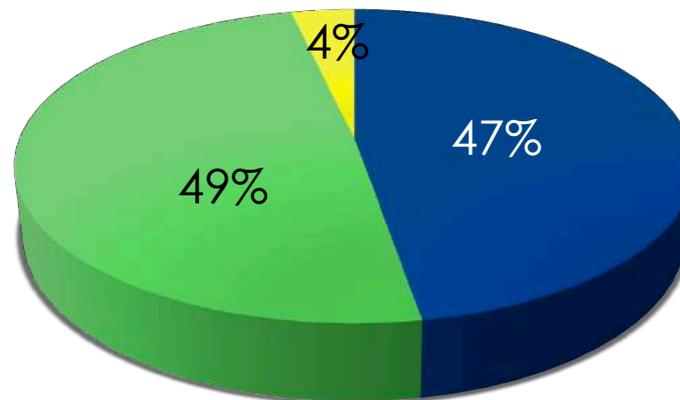


■ TOTAL SUPPORT ■ TOTAL OPPOSE
■ UNDECIDED

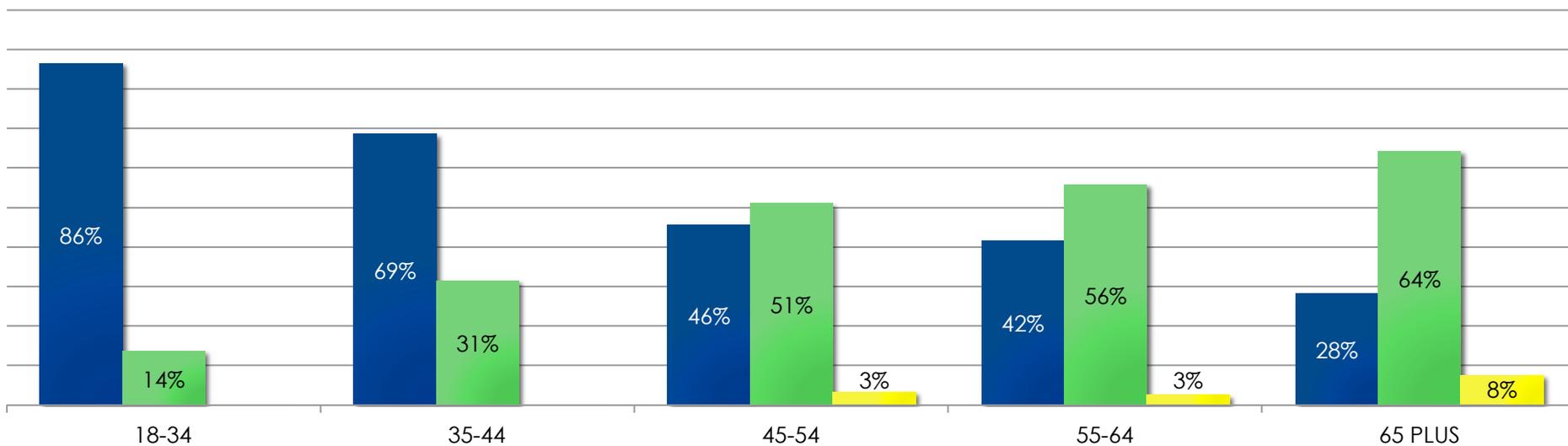


Would you support or oppose an annual property tax increase of twenty dollars per one hundred thousand dollars of a home's assessed value and seventy dollars per one hundred thousand dollars of a commercial property value to pay for 400 permanent residential housing units?

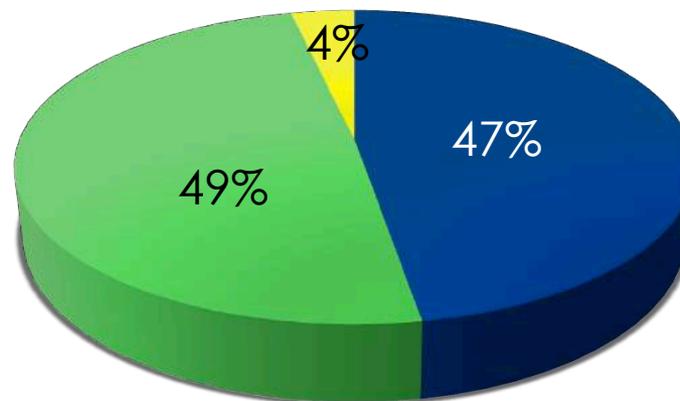
March Survey Results



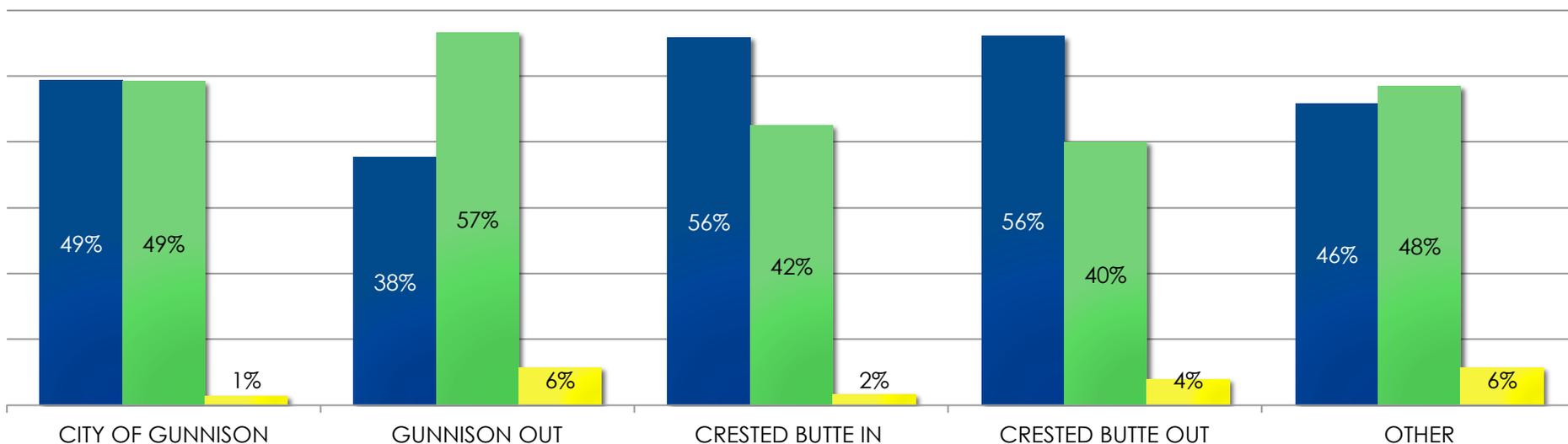
■ TOTAL SUPPORT ■ TOTAL OPPOSE ■ UNDECIDED



Would you support or oppose an annual property tax increase of twenty dollars per one hundred thousand dollars of a home's assessed value and seventy dollars per one hundred thousand dollars of a commercial property value to pay for 400 permanent residential housing units? March Survey Results



■ TOTAL SUPPORT ■ TOTAL OPPOSE ■ UNDECIDED





July 10, 2017
MEMORANDUM

TO: INTERESTED PARTIES
FR: DAVID FLAHERTY, MAGELLAN STRATEGIES
RE: GUNNISON VALLEY REGIONAL HOUSING AUTHORITY SURVEY SUMMARY

This memorandum is a summary of a live landline and cell phone survey of 251 likely 2017 general election voters in Gunnison County. The interviews were conducted June 28th - 29th and July 5th, 6th and 9th, 2017. This survey has a margin of error of +/- 6.1% at the 95 percent confidence interval.

Key Findings:

- Gunnison Valley voters are currently divided over a 1.5 mill levy increase to fund workforce housing construction. Among all respondents, 47% support the ballot measure, 46% oppose it and 7% are undecided or refused. Intensity levels are slightly higher among voters that oppose the increase than voters who support it, with 36% strongly opposing the increase compared to 28% strongly supporting it.
- Voters who support the mill levy increase do so because they or someone they know are unable to find an affordable place to live. Another reason why voters support the increase is that public and private employers are not able to attract and retain both working middle class employees. Some supporters also believe \$30 to \$50 dollars a year is not too much to ask from residential home owners.
- Among voters who oppose the mill levy increase, the most common reason is a belief that the government should not be involved in providing housing. Other voters believe there are other funding options that should be explored, and the third reason voters oppose it is simply because they say they cannot afford it.
- After hearing statements in support of the mill levy increase, there is a small, 3-point shift in support for the ballot question and 3-point decline in opposition. The "informed" ballot test shows 50% support the mill levy increase, 43% oppose it and 7% are undecided.
- The bottom line is, if a mill levy increase to fund workforce housing construction is on the ballot this November, it will be a very close election. Voters have very

strong, fundamental feelings about this issue and very few voters are likely to change their minds.

Gunnison Valley Voters Are Evenly Split on Mill Levy Increase to Fund Housing

Voter support and opposition is evenly split, with 47% supporting a 1.5 mill levy increase to fund construction of workforce housing and 46% opposing it. Voter subgroups that have higher levels of support for the mill levy increase include voters 44 and younger, are single, women, Democrats, and not surprisingly, individuals that rent their home. Opposition to the mill levy increase is stronger among male voters, Republicans, and voters 55 and older.

The intensity among voters that oppose the mill levy increase is slightly stronger than voters that support the increase. Among all respondents, 36% strongly oppose the mill levy increase compared to 28% strongly supporting the increase. The following paragraph is the how the uninformed ballot question was read to respondents:

“The ballot question would ask voters to approve a property tax increase of one point five mills for a period of ten years to fund the construction of residential workforce housing in Gunnison Valley. The mill increase will cost residential property owners ten dollars per one hundred thousand dollars of a home’s assessed value and forty dollars per one hundred thousand dollars of a commercial property’s value each year for ten years.

The total amount to be raised by the 1.5 mill increase is eight hundred thousand dollars. The funds generated by the property tax increase would help build up to 400 new homes for local working families. If the election were being held today, would you vote yes and approve the ballot question or would you vote no and reject it?”

Uninformed Ballot Test Results by Voter Subgroup

	All Voters	Men	Wom	Dem	Rep	Ind	55-64	65+	Rent*	Own*
Total Yes	47%	43%	52%	66%	24%	48%	43%	44%	54%	46%
Total No	46%	53%	39%	25%	71%	47%	48%	50%	41%	47%
Und/Ref	7%	4%	9%	9%	5%	5%	9%	6%	5%	7%
Definite Yes	28%	26%	31%	46%	11%	24%	19%	28%	38%	26%
Probably Yes	19%	17%	21%	20%	13%	24%	24%	16%	16%	20%
Definite No	36%	46%	25%	18%	60%	35%	41%	39%	29%	38%
Probably No	10%	7%	14%	7%	11%	12%	7%	11%	12%	9%

*78% of respondents owned their home and 20% are renters.

Reasons Why Voters Would Support the Mill Levy Increase for Workforce Housing

The following are verbatim responses why voters would support the mill levy increase.

“I think affordable housing is an issue in the county. Without affordable housing the



June/July Survey Results

Key Findings

- Gunnison Valley voters are currently divided over a 1.5 mill levy increase to fund workforce housing construction. Among all respondents, 47% support the ballot measure, 46% oppose it and 7% are undecided or refused. Intensity levels are slightly higher among voters that oppose the increase than voters who support it, with 36% strongly opposing the increase compared to 28% strongly supporting it.
- Voters who support the mill levy increase do so because they or someone they know are unable to find an affordable place to live. Another reason why voters support the increase is that public and private employers are not able to attract and retain both working middle class employees. Some supporters also believe \$30 to \$50 dollars a year is not too much to ask from residential home owners.
- Among voters who oppose the mill levy increase, the most common reason is a belief that the government should not be involved in providing housing. Other voters believe there are other funding options that should be explored, and the third reason voters oppose it is simply because they say they cannot afford it.

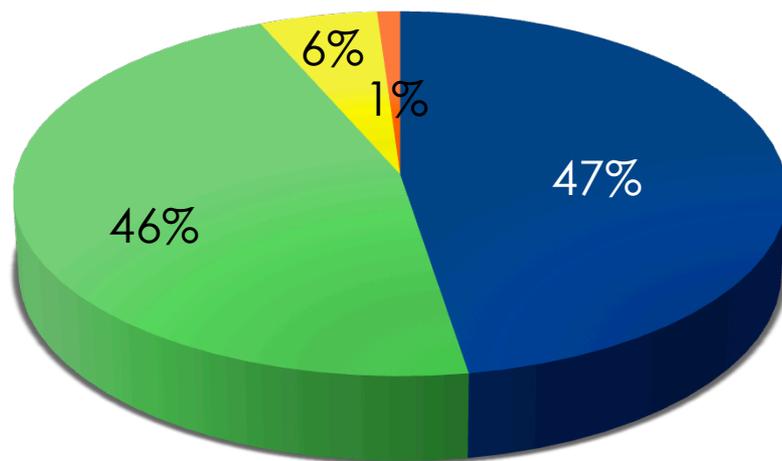
Key Findings

- After hearing statements in support of the mill levy increase, there is a small, 3-point shift in support for the ballot question and 3-point decline in opposition. The “informed” ballot test shows 50% support the mill levy increase, 43% oppose it and 7% are undecided.
- The bottom line is, if a mill levy increase to fund workforce housing construction is on the ballot this November, it will be a very close election. Voters have very strong, fundamental feelings about this issue and very few voters are likely to change their minds.

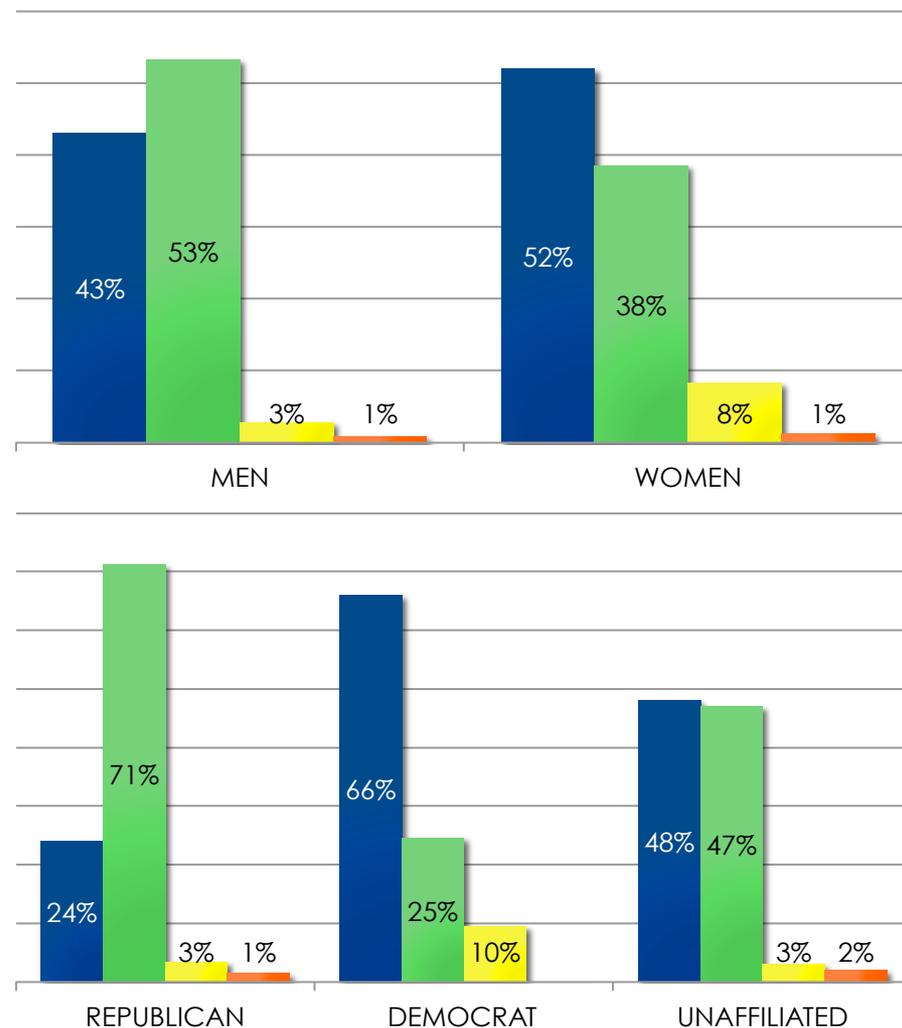
Property Tax Ballot Test

If the election were being held today, would you vote yes and approve the ballot question or would you vote no and reject it?

June/July Survey Results



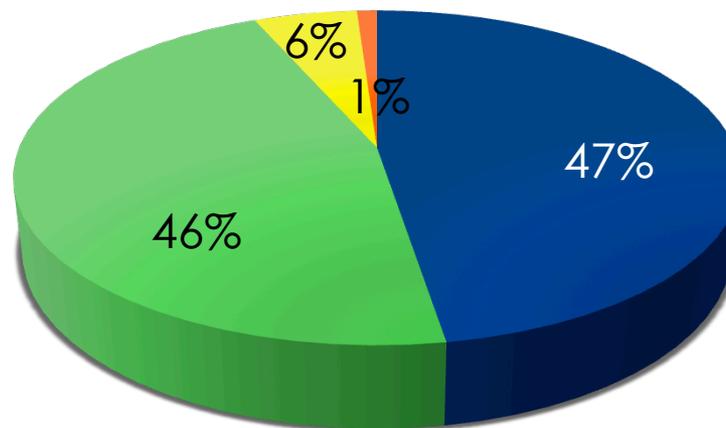
■ TOTAL YES ■ TOTAL NO
■ UNDECIDED ■ REFUSED



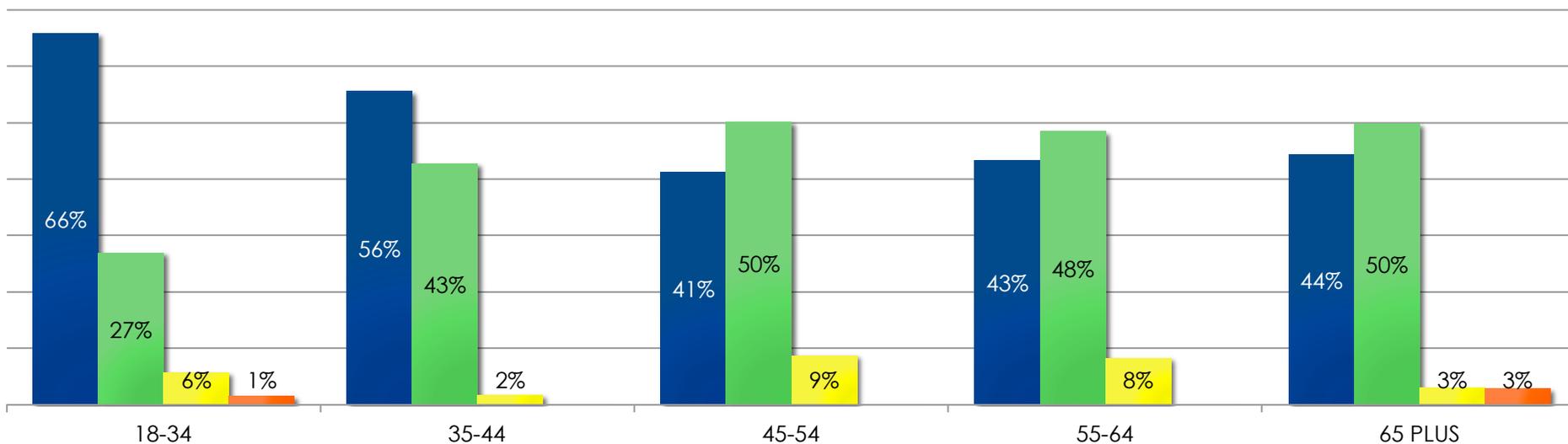
Property Tax Ballot Test

June/July Survey Results

If the election were being held today, would you vote yes and approve the ballot question or would you vote no and reject it?



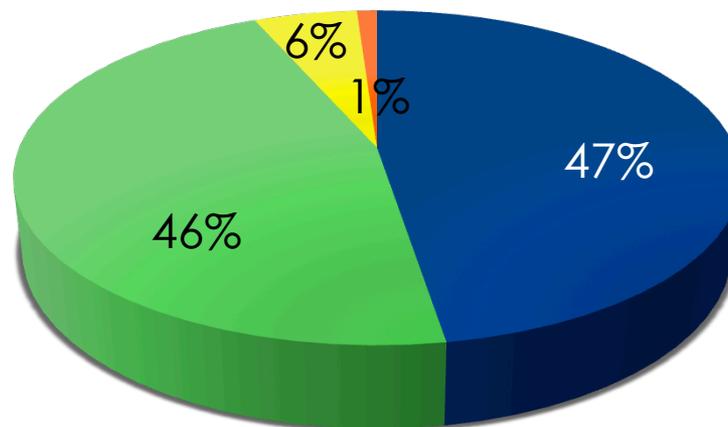
■ TOTAL YES ■ TOTAL NO ■ UNDECIDED ■ REFUSED



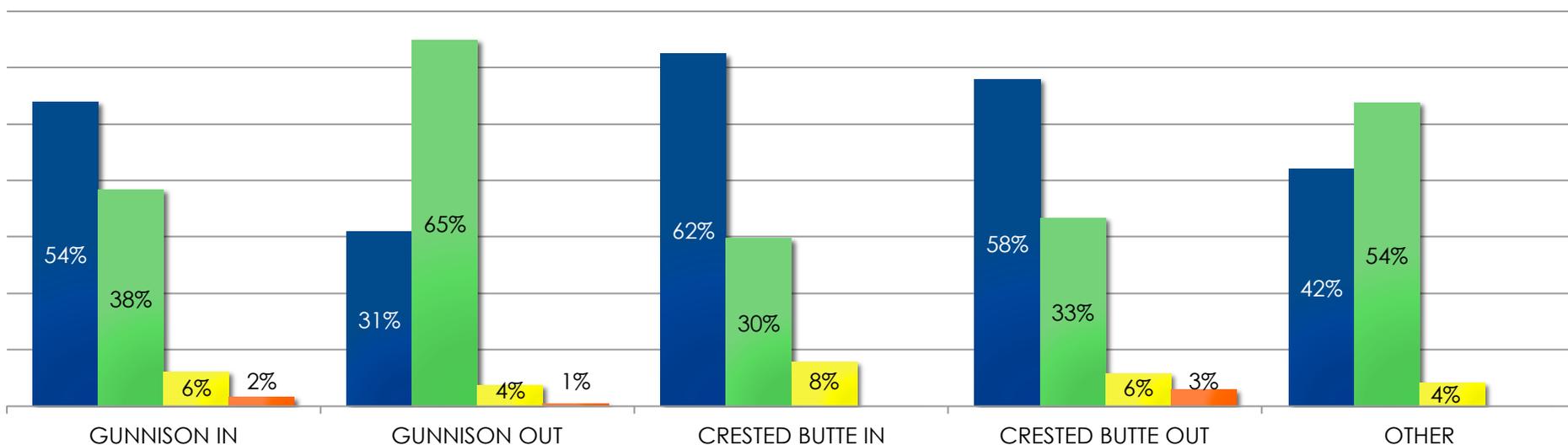
June/July Survey Results

Property Tax Ballot Test

If the election were being held today, would you vote yes and approve the ballot question or would you vote no and reject it?



■ TOTAL YES ■ TOTAL NO ■ UNDECIDED ■ REFUSED





June/July Survey Results

In your own words, please tell me why you would vote yes and approve the ballot question.

- "I think affordable housing is an issue in the county. Without affordable housing the make-up of the community is shifting. The community isn't balance, workers need to live where they work if they can afford to live there."*
 - Democrat, Female, 55-64
- "If I can pull \$30 out of my pocket to help somebody I'll do it."*
 - Republican, Female, 55-64
- "We are in a desperate situation here. I will vote yes because if we don't get some employees here we are going to have to lock the gates, there are more of them than us, everyone I know is shorthanded."*
 - Unaffiliated, Female, 55-64
- "Because I am aware of the problem of living in a place where teachers and police can't find affordable housing."*
 - Unaffiliated, Male, 65 or older
- "It's not that much of a tax for the entire year and most people who have a house can afford \$20 or \$30 dollars per year."*
 - Green, Male, 18 to 34
- "I think having more affordable housing is important. I am ok with that level of property tax increase."*
 - Democrat, Male, 35 to 44
- "I think affordable housing in the valley for the workforce is important and I think that is a decent amount to pay for that."*
 - Unaffiliated, Female, 18 to 34



In your own words, please tell me why you would vote no and reject the ballot question.

- *"I think to build new housing would ruin the market for everyone."*
 - Democrat, Female, 35 to 44
- *"Because taxes were just raised for a million dollars to get flights to come in and is a waste of our money."*
 - Republican, Male, 35 to 44
- *"I'm just not feeling that we should be building 400 (housing units) by the government. It should be built by the private sector."*
 - Republican, Female, 45 to 54
- *"I'm in my 90's and barely getting by. No more property tax, increasing luxury taxes make more sense."*
 - Democrat, Female, 65 or older
- *"I believe they can find revenue in other places like new commercial construction, and not taxing residential property."*
 - Unaffiliated, Female, 18 to 34
- *"The government should not be in the business of providing housing, that's socialism. If people can't afford housing then they should move away to Denver which would be a good place."*
 - Republican, Male, 65 or older
- *"They have other avenues for raising the money for affordable housing."*
 - Democrat, Female, 18 to 34

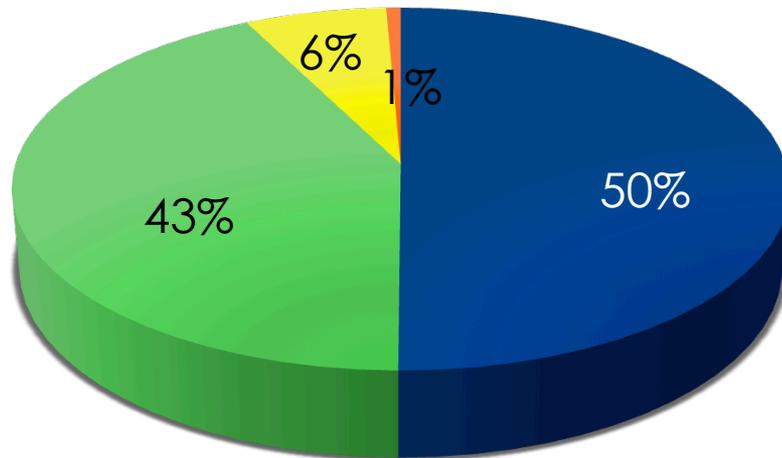
INFORMED BALLOT TEST – PROPERTY TAX

MAGELLAN
STRATEGIES



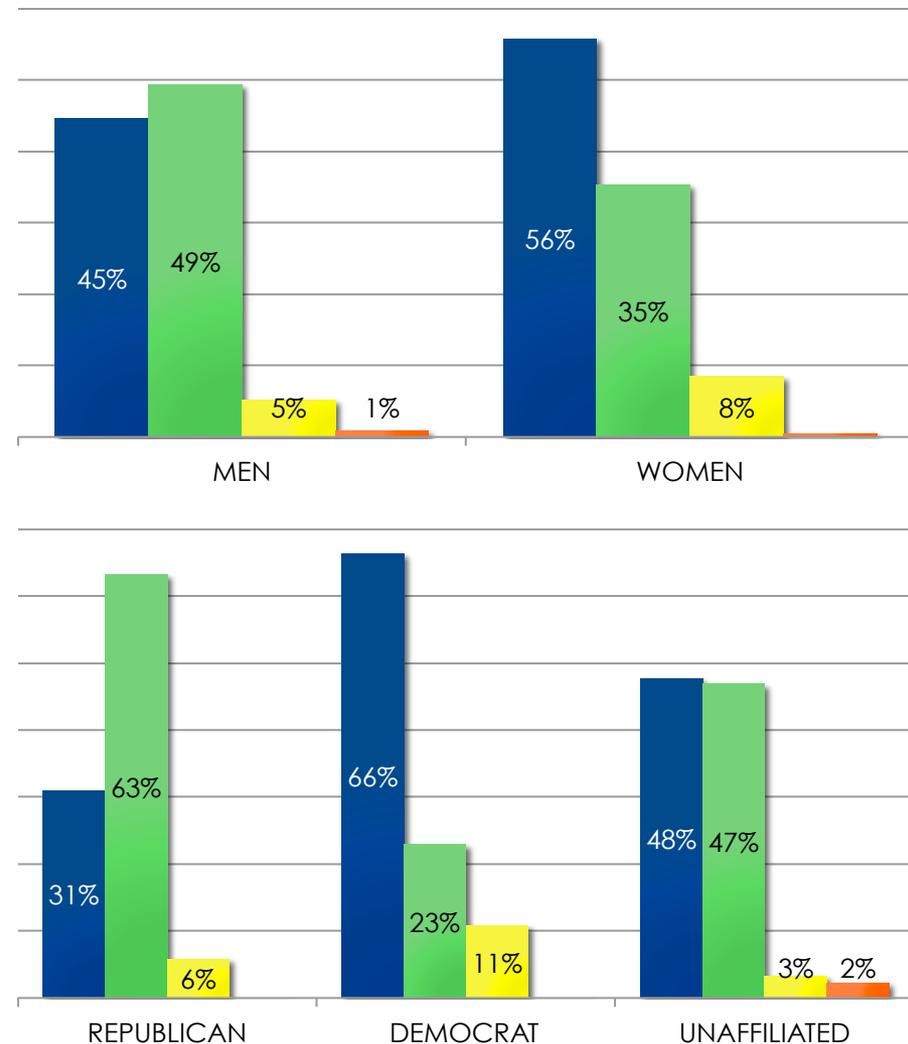


Now that you have heard some information about the ballot question, if an election were being held today would you vote yes and approve the ballot measure or would you vote no and reject it?



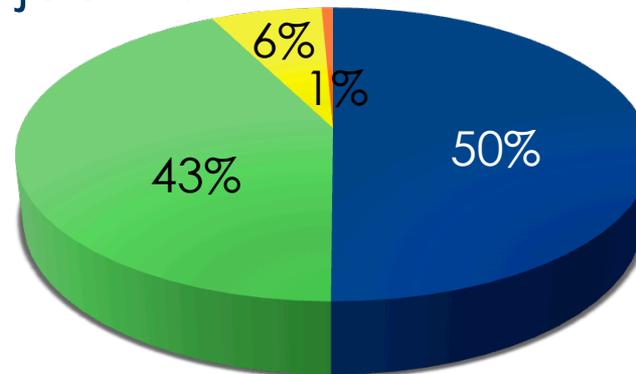
- TOTAL YES
- TOTAL NO
- UNDECIDED UNSURE
- REFUSED

June/July Survey Results

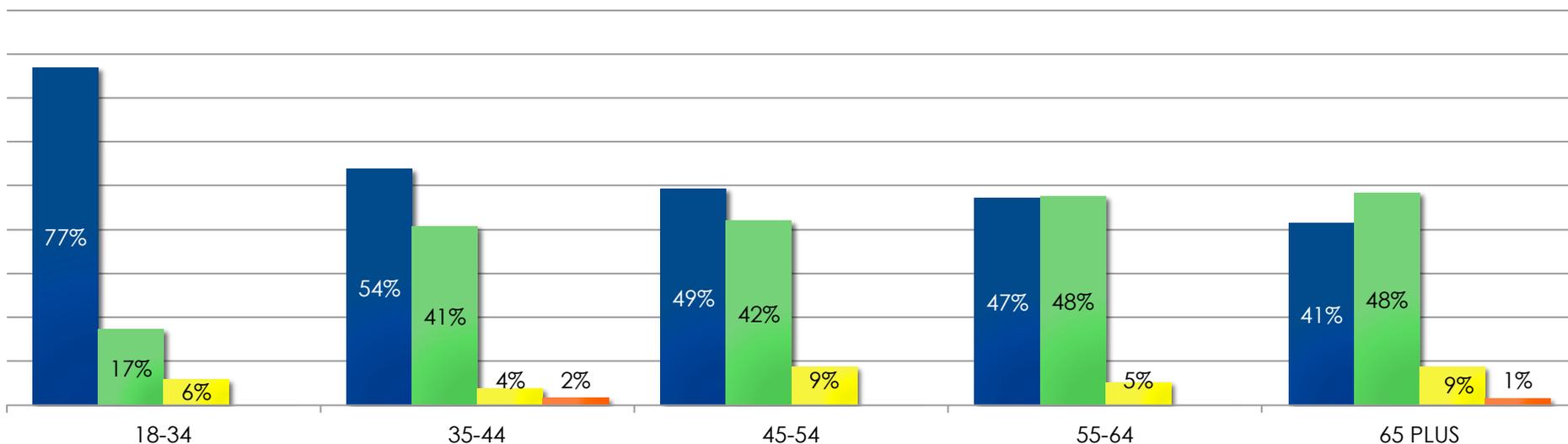


Now that you have heard some information about the ballot question, if an election were being held today would you vote yes and approve the ballot measure or would you vote no and reject it?

June/July Survey Results

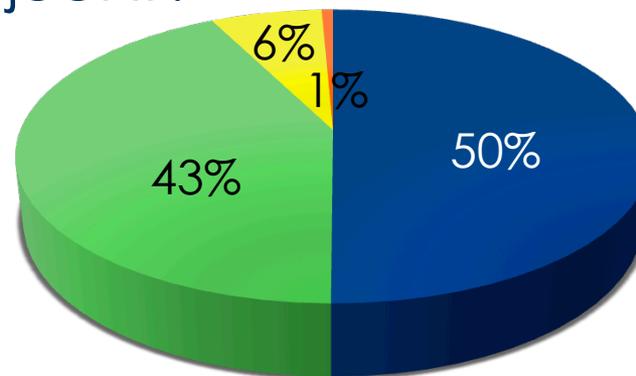


■ TOTAL YES ■ TOTAL NO ■ UNDECIDED UNSURE ■ REFUSED

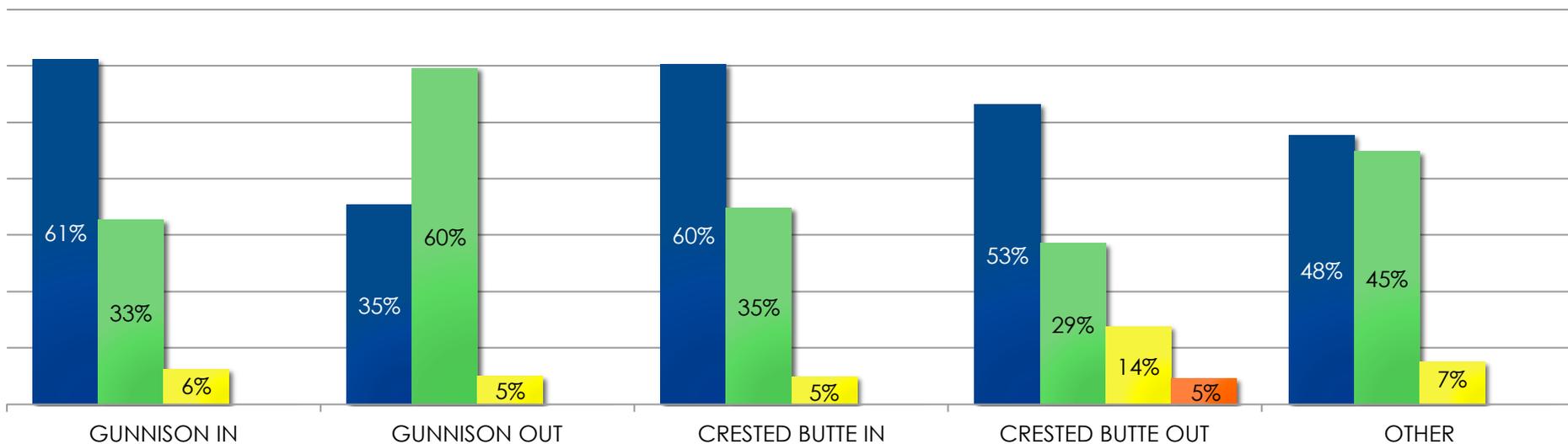


Now that you have heard some information about the ballot question, if an election were being held today would you vote yes and approve the ballot measure or would you vote no and reject it?

June/July Survey
Results



■ TOTAL YES ■ TOTAL NO ■ UNDECIDED UNSURE ■ REFUSED



RESOLUTION NO. 55**SERIES 2017****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, CONSENTING TO THE CALLING OF AN ELECTION BY THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY ON NOVEMBER 7, 2017.**

WHEREAS, Gunnison County, Colorado (the “County”) is a duly created and organized county existing under the Constitution and the laws of the State of Colorado (the “State”); and

WHEREAS, the City of Gunnison, Colorado (“Gunnison”) is a municipal corporation duly organized and existing under the Town’s Charter adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the Town of Crested Butte, Colorado (“Crested Butte”) is a municipal corporation duly organized and existing under the Town’s Charter adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the Town of Mt. Crested Butte, Colorado (“Mt. Crested Butte” and, together with the County, Gunnison, and Crested Butte, the “Contracting Members”) is a municipal corporation duly organized and existing under the Town’s Charter adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, pursuant to Section 18 of Article XIV of the Colorado Constitution and Section 29-1-204.5, Colorado Revised Statutes (the “Act”), the Contracting Members, created the Gunnison Valley Regional Housing Authority (the “Authority”), which Authority operates pursuant to the Act and an intergovernmental agreement establishing the Authority, as amended (the “Contract”); and

WHEREAS, the governing bodies of each of the Contracting Members (the “Governing Bodies”) have heretofore approved the Contract for the Authority; and

WHEREAS, the Board of Directors of the Authority has determined that public interest and necessity require an increase in ad valorem property taxes within the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management and operation of housing projects or programs pursuant to a multi-jurisdictional plan (the “Projects”); and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any tax increase; and

WHEREAS, pursuant to Sections 29-1-204.5 (7.5), C.R.S., no tax increase shall take effect unless first approved by the registered electors of the Authority; and

WHEREAS, Section 29-1-204.5(2)(f.2), C.R.S. provides that the Authority, subject to an election, may levy an ad valorem property tax not exceeding five mills on each dollar of valuation for assessment of the taxable property within the Authority; and

WHEREAS, TABOR requires elections on ballot issues (as defined in TABOR) to be held on limited election days; and

WHEREAS, November 7, 2017 is one of the election dates at which ballot issues may be submitted pursuant to TABOR; and

WHEREAS, pursuant to Section 4.2 of the Contract, the Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority and obtain prior written consent of the Contracting Members; and

WHEREAS, the Board has requested that each of the Contracting Members consent to the Authority submitting a ballot issue to the voters of the Authority at the November 7, 2017 election; and

WHEREAS, it is necessary for the governing bodies of the Contracting Members to consent to the calling of the election by the Authority.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Town Council of Crested Butte (the "Council") and the officers thereof, directed toward the election and the objects and purposes herein stated are hereby ratified, approved and confirmed.

Section 2. The Council hereby consents to the participation of the Authority in an election to be held on November 7, 2017, in the manner prescribed by resolution of the Authority attached hereto as **Exhibit A**.

Section 3. If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

Section 4. All orders, resolutions, bylaws, ordinances or regulations of Crested Butte, or parts thereof, inconsistent with this ordinance are hereby repealed to the extent only of such inconsistency.

Resolution 2017-55
GVRHA Ballot Measure

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 21ST
DAY OF AUGUST 2017.

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk (SEAL)

Resolution 2017-55
GVRHA Ballot Measure

EXHIBIT A
FORM OF AUTHORITY RESOLUTION

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

RESOLUTION 2017-003

A RESOLUTION SUBMITTING TO THE QUALIFIED ELECTORS OF THE GUNNISON VALLEY REGIONAL AUTHORITY, AT THE ELECTION TO BE HELD NOVEMBER 7, 2017, A BALLOT QUESTION AUTHORIZING A TAX INCREASE

WHEREAS, the Gunnison Valley Regional Housing Authority (the "Authority"), is a multi-jurisdictional housing authority formed pursuant to an agreement authorized by Section 29-1-2-4.5 (the "Act") between Gunnison County, the City of Gunnison, and the Towns of Crested Butte and Mt. Crested Butte, Colorado (the "Contracting Members"); and

WHEREAS, the members of the Board of Directors of the Authority (the "Board") have been duly appointed and qualified; and

WHEREAS, the Contracting Members have previously approved an establishing contract setting forth certain powers and functions of the Authority (the "Contract"); and

WHEREAS, the Board has determined that public interest and necessity require an increase in ad valorem property taxes within the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management and operation of housing projects or programs pursuant to a multi-jurisdictional plan (the "Projects"); and

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

WHEREAS, pursuant to Section 29-1-204.5 (7.5), C.R.S., no tax increase shall take effect unless first approved by the registered electors of the Authority; and

WHEREAS, Section 29-1-204.5(2)(f.2), C.R.S. provides that the Authority, subject to an election, may levy an ad valorem property tax not exceeding five mills on each dollar of valuation for assessment of the taxable property within the Authority; and

WHEREAS, as required by Section 29-1-204.5(2)(e)(I), C.R.S., the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefitted thereby and will not impose an undue burden on any particular group of persons and businesses; and

WHEREAS, November 7, 2017 is one of the election dates at which ballot issues may be submitted pursuant to TABOR; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY:

Section 1. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Authority and the officers thereof, directed towards the election and the objects and purposes herein stated are hereby ratified, approved and confirmed. All terms used herein and not otherwise defined shall have the meanings set forth in Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto.

Section 2. Pursuant to TABOR, the Uniform Election Code and the Act, the Board hereby determines to call an election to be conducted on November 7, 2017, as a coordinated mail ballot election (the "Election"). The Board hereby determines that at the Election, there shall be submitted to the qualified electors of the Authority the question set forth in Section 3 hereof. Because the election will be held as part of the coordinated election, the Board hereby determines that the County Clerk and Recorder for Gunnison County (the "County Clerk") shall conduct the election on behalf of the Authority. The officers of the Authority are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the election is hereby ratified, approved and confirmed.

Section 3. The Board hereby authorizes and directs the designated election official to certify to the County Clerk on or before September 8, 2017, a ballot question in substantially the following form. Such question shall be submitted to the eligible electors of the Authority at the Election:

SHALL THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY TAXES BE INCREASED \$900,000 IN TAX COLLECTION YEAR 2018, AND BY SUCH AMOUNT AS MAY BE RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN AD VALOREM PROPERTY TAX OF NOT MORE THAN 1.50 MILLS ON TAXABLE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE AUTHORITY FOR THE PURPOSES OF PLANNING, FINANCING, ACQUIRING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, MAINTAINING, MANAGING AND OPERATING HOUSING PROJECTS OR PROGRAMS IN GUNNISON COUNTY, INCLUDING THE INCORPORATED JURISDICTIONS, TO PROVIDE THE FOLLOWING:

- (1) DWELLING ACCOMMODATIONS AT RENTAL PRICES OR PURCHASE PRICES WITHIN THE MEANS OF FAMILIES OF LOW- OR MODERATE-INCOME;
- (2) AFFORDABLE HOUSING PROJECTS OR PROGRAMS FOR EMPLOYEES OF EMPLOYERS LOCATED WITHIN THE JURISDICTION OF THE AUTHORITY;
- (3) SENIOR HOUSING FACILITIES;
- (4) ADMINISTRATION OF HOUSING VOUCHER PROGRAMS FUNDED THROUGH THE U.S. DEPARTMENT OF HOUSING

- AND URBAN DEVELOPMENT OR OTHER SIMILAR PROGRAMS; AND
- (5) MIXED INCOME OR MIXED USE PROPERTIES THAT FACILITATE EITHER OF THE PURPOSES SET FORTH IN BULLETS (1) AND (2) ABOVE;

PROVIDED THAT SUCH MILL LEVY SHALL TERMINATE ON DECEMBER 31, 2027; AND SHALL THE AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE REVENUES COLLECTED FROM SUCH TOTAL PROPERTY TAX RATE, INVESTMENT INCOME THEREON AND ANY OTHER LAWFUL SOURCE AS A VOTER-APPROVED REVENUE CHANGE AND EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION (TABOR), OR ANY OTHER LAW, AND AS A PERMANENT WAIVER OF THE 5.5% LIMITATION UNDER SECTION 29-1-301, C.R.S.?

Section 4. Jennifer Kermode is hereby appointed as the designated election official of the Authority for purposes of performing acts required or permitted by law in connection with the Election. Further, all officers of the Authority shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 5. If a majority of the votes cast on the question of increasing Authority taxes for the purposes specified in the Contract submitted at the Election shall be in favor of same, the Authority shall be authorized to proceed with the necessary action to comply with such questions.

Section 6. Any authority to increase taxes, if conferred by the results of the Election, shall be deemed and considered a continuing authority to increase taxes, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 7. The Board hereby determines that the levy of such ad valorem property tax will fairly distribute the costs of the Authority's activities among the persons and businesses benefitted thereby and will not impose an undue burden on any particular group of persons or businesses.

Section 8. If any section, subsection, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

Section 9. All orders, resolutions, bylaws, ordinances or regulations of the Authority, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency.

UPON a motion duly made, seconded and carried, the foregoing Resolution was adopted this 11th day of August, 2017.

GUNNISON VALLEY REGIONAL
HOUSING AUTHORITY

Pell McKinis
Chairperson

ATTEST:

James A. Schmidt
Secretary



Staff Report

August 21, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-23, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third St. to The Corporation of the Rocky Mountain Biological Laboratory at Gothic

Summary: The Corporation of the Rocky Mountain Biological Laboratory at Gothic (“RMBL”) has been a long-term tenant of the Town. Their most recent leases expired in 2001 and 2012. 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 RMBL.

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: RMBL has occupied two areas of the building for a while now – Units E & H on the first floor and the North unit on the second floor. In the winter they have also sublet Unit F from the Public Policy Forum. Under the proposed lease RMBL will take over Unit F. It is their intention to allow Public Policy Forum to utilize Unit F during the summer months.

The total square footage of the spaces that RMBL leases is approximately 556 sq. ft. They have been paying \$4,149 per year. With the addition of Unit F, this will increase to \$5,107.95 annually. Utilities are included in the lease with the exception of phone, cable & internet. Responsibilities for utilities would not change under the new lease. The lease rate proposed would remain at \$5,107.95 per year, or \$9.10 per sq. ft. per year. Beginning in 2020 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	\$2,780
\$7.50	\$4,170
\$10.00	\$5,560

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 RMBL.

Proposed Motion: Motion and a second to set Ordinance No. 23, Series 2017 to public hearing at the September 5th Council meeting.

ORDINANCE NO. 23**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 THIRD STREET TO THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC**

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, the Town last entered into leases with The Corporation of the Rocky Mountain Biological Laboratory at Gothic (“RMBL”) on July 1, 2001 and March 1, 2012 for units within property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the term of those leases expired on June 30, 2002 and February 28, 2013 respectively; and

WHEREAS, the Town Council and RMBL 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 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)

EXHIBIT "A"

Employee 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 November 1, 2017 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

1. **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, as more particularly described as follows:

308 3rd Street
 First Floor units E, F & H, and
 Second Floor, North Unit
 Town of Crested Butte,
 County of Gunnison,
 State of Colorado

and commonly known as 308 3rd Street, Units E, F & H and North Unit (the "**Premises**").

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

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

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

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

(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. Tenant is responsible for snow removal on the small walkway and steps.

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

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

(g) All exterior signage and signage in the shared areas of the building 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 against ordinary wear and tear. 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.

3. **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.

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$421.00 on the Effective Date of this Lease and each month thereafter during the first three years of the Term (the "**Rent**"). Rent shall increase annually as follows:

Rent shall thenceforth increase 1% each year as follows:

3rd anniversary (2020): \$5,107.95 annually / \$425.66 per month

4 th anniversary (2021):	\$5,159.03 annually / \$429.92 per month
5 th anniversary (2022):	\$5,210.62 annually / \$434.22 per month
6 th anniversary (2023):	\$5,262.73 annually / \$438.56 per month
7 th anniversary (2024):	\$5,315.35 annually / \$442.95 per month
8 th anniversary (2025):	\$5,368.51 annually / \$447.38 per month
9 th anniversary (2026):	\$5,422.19 annually / \$451.85 per month
10 th anniversary (2027):	\$5,476.41 annually / \$456.37 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 \$500.00. The Landlord acknowledges that they already hold a deposit of \$500.00 at the execution of the Lease. 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) This lease will maintain Tenant at an annual lease rate of \$9.10 per sq. ft. with 1% annual increases beginning in 2020.

5. **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).

6. **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.

7. **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..

8. **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.

9. **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.

10. **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.

11. **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: Rocky Mountain Biological Laboratory
 P.O. Box 519
 Crested Butte, CO 81224

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:

THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT
GOTHIC, a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____



Staff Report

August 21, 2017

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Update – 2017 Capital Project Schedule

Summary: Attached you will find a spreadsheet summarizing progress on the capital projects included in the 2017 capital budget. If members of the Council have questions you are welcome to ask me offline or bring them up under Other Business at the Council meeting.

Discussion: There are 56 projects on the list, most of which have been completed. The following are highlights and further information for the Council on some projects that are delayed or incomplete.

#2 Administration vehicle – Staff has chosen to forego this vehicle purchase and instead purchased 4 bicycles for Town Hall which were then painted by local artists.

#4 Fixed post speed alert signs – The budget allowed for the purchase and installation of two signs in 2017. Staff may bring back a proposal for an additional sign at Whiterock coming off Kebler or along 8th Street. We want to allow a little time to see how the new signs are working as well as whether the moveable trailers will suffice.

#10 Town Hall windows – After going through the BOZAR process, staff realized the budget will need to be increased for this item. Expect to see a request for this in the 2018 budget.

#16 Bike Park/Dirt Jump Project – Construction is complete and the park is open. Water supply for irrigation and landscaping will be installed in 2018.

#23 Wayfinding Signage – Council will receive an update at the worksession on August 21st. Some of the expense will be carried forward to 2018.

#37 Pave & increase size of 4-way lot – With the busy construction season the survey of this property took much longer than anticipated. We are in discussions with the adjacent property owner about a possible land exchange. At a minimum the lot will be graded in 2017, but paving may be delayed until 2018 depending on weather in late September/early October.

#40 Space to Create – After further discussions with Colorado Creative Industries their Space to Create program is not a good fit for Crested Butte as they cater specifically to tax credit projects.

Crested Butte will be unlikely to receive these competitive tax credits for several more years since Anthracite Place utilized its funding mechanism so recently. However, staff will continue to seek opportunities to develop an affordable housing project on the identified parcel off Butte Ave. that does provide opportunities for the creative community.

#41 GVRHA Duplex Builds – The construction of 6 modular units in Paradise Park was delayed in 2017 due to turnover in staffing at GVRHA. We are working to make this happen in 2018.

PROJECT	PROJECT LEAD	NOTES	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Water Plant:												
27	Design/Engineering of Chemical Treatment of Water System 15,000	David										
28	Upgrade Chlorination System 20,000	David										
Wastewater Plant:												
29	Surge Supression System (Lift station) 7,500	Shea										
30	Man Hole Rehab 8,000	Shea										
31	WWTP Upgrade - Construction 3,306,000	Shea										
32	RAS VFD Replacement 7,000	Shea										
33	Millings Placement	Rodney										
ATAD - Solids Handling												
34	Solids Handling - Engineering 10,000	Rodney										
35	Biofilter Replacement 7,500	Shea										
Streets/Paving Projects:												
36	Full Depth Recycle - streets marked in purple on map \$455,000	Rodney										
37	Pave & increase size of 4-way lot \$225,000	Rodney coordinate w/Michael & Lynelle for design										
38	Pave parking lot - fire hall \$45,000	Rodney										
39	Other Parking paving (412 3rd St & 3rd Street right of ways): \$46,000	Rodney										
Affordable Housing:												
40	Space to Create	Michael										
41	GVRHA Duplex Builds	Michael										
42	Paradise Park lot owner builds	Michael										
43	CBCS build project	Michael w/PW assistance										
Center for the Arts Expansion:												
44	Design process oversight	Michael										
45	Various agreements	Dara										
46	Funding oversight	Dara and Lois										
47	demo of playground	Rodney & Janna										
48	installation of new pump	Janna										
49	tree removal	Rodney										
50	playground grading	Rodney & Janna										
51	bathroom demolition	Rodney & Janna										
52	prep work along 7th Street	Rodney										
53	grading & prep for walkways	Rodney										
54	removal of sand surface	Rodney & Janna										
55	Hauling of existing dirt	Janna & Rodney										
56	Groundbreaking - coordinate irrigation	Janna										

From: [Molly Murfee](#)
To: ["Molly Murfee"](#); [Dara MacDonald](#); [Michael Yerman](#); [Rodney Due](#); [Glenn Michel](#); [R Mason](#); [J Schmidt](#); [Chris Ladoulis](#); [Paul Merck](#); [Jackson Petito](#); [Laura Mitchell](#)
Cc: [Lynelle Stanford](#)
Subject: Save Crested Butte"s Historic Alleys Petition + Signatures
Date: Wednesday, August 16, 2017 5:18:59 PM
Attachments: [Save Crested Butte"s Historic Alleys Petition Letter.docx](#)
[Save Crested Butte Historic Alleys Petition Signatures \(8-16-17\).pdf](#)

Dear Town Representatives and Employees -

I, on behalf of other interested parties including myself, am submitting a petition that has circulated to "Save Crested Butte's Historic Alleys."

Attached you will find the petition letter as well as the 365 signatures gathered to date on this petition.

Many of the comments are very interesting. The bottom line is – the alleys matter to folks here. They are more than just a public right of way, they are a symbol of our history, culture and way of life.

I hope you take time to read them and that these comments help to inform any further discussions not only about the Soupcon Alley, but about the historic alleys of Crested Butte in general.

Thanks for your time,
Molly

From: Molly Murfee [mailto:mmurfee.aei@usa.net]
Sent: Monday, July 31, 2017 8:43 AM
To: 'dmacdonald@crestedbutte-co.gov'; 'myerman@crestedbutte-co.gov'; 'rdue@crestedbutte-co.gov'; 'glennmichel@crestedbutte-co.gov'; 'mason@crestedbutte-co.gov'; 'jschmidt@crestedbutte-co.gov'; 'cladoulis@crestedbutte-co.gov'; 'pmerck@crestedbutte-co.gov'; 'jacksonp@crestedbutte-co.gov'; 'lmitchell@crestedbutte-co.gov'
Cc: 'lstanford@crestedbutte-co.gov'
Subject: Concerning the Historic Soupcon Alley

Dear Town Representatives and Employees –

Please find attached a letter concerning the Historic Soupcon Alley and its proposed "improvement" from myself and concerned community members.

Thank you for your time and attention,

Molly Murfee
124.5 Maroon Avenue
349-0947
mmurfee.aei@usa.net

Save Crested Butte's Historic Alleys Petition Letter

The Town of Crested Butte currently has plans to pave the historic Soupçon Alley through the funding of a handful of private home owners. As residents and business owners in this alley we, and many others, disagree with this decision.

While the proposal to pave the Soupçon Alley is most immediate, the issues surrounding it are universal for all Crested Butte alleys. We feel decisions to irreversibly change the character of our alleys must be seriously considered in relation to detrimental effects to the historic, cultural and aesthetic nature of our alleys. Indeed, the Soupçon Alley and all alleys are a relic of "old Crested Butte" that must be preserved for the following reasons:

1. The Soupçon Alley is an historic artifact: These alleys arose in the 1800's, serving as passageways for the businesses and neighbors of the mining days with such now famous founding families as the Kochevars. Just as certain architectural expressions of town are maintained through the approval process of the BOZAR board, so must our historic alleys be maintained, for they are a strong aspect of the unique expression of the official Historic District of Crested Butte. The historic nature of the alley will be destroyed if paved.

2. The Soupçon Alley is an aesthetic and cultural amenity: Crested Butte is defined by its quirky nature that has an unrefined and rough edge, reflecting back to its historic roots of the hard working townspeople. The alleys are a premier part of maintaining this persona. They boast a personality and culture all their own. Articles have been written about them. Alleys boast iconic events such as the Alley Loop and Bridges of the Butte. They eschew to a simpler time and way of life. They are full of old historic cabins, interesting twists, surprising gardens. The personality and cultural value of the alley will be destroyed if paved.

4. The Soupçon Alley is a tourist attraction: Every single day tourists (and residents) walk the alley, taking photos, remarking how quaint it is, how extraordinary it is to have such an amenity that speaks to a more pastoral feel, just a half block off the center of town. Indeed the phenomenon of the "alley walker" is real as visitors and residents stroll the alleys with their families, eating ice cream from Third Bowl, waiting for their reservation at Soupçon, and recording their memories of Crested Butte. Photography and plein air classes and artists are often seen on the Soupçon Alley rendering it through even more artistic means. This draw will no longer exhibit such a strong pull and uniqueness for visitors if paved. It becomes just another piece of pavement like so many other cities.

3. Soupçon Bistro's charm will be threatened: Soupçon Bistro, a long-standing fine dining destination restaurant, depends on the character of the rustic alley for its charm. The character of the alley is Soupçon's curb appeal. Paving the alley stands to destroy the charm of Soupçon, negatively impacting their business.

5. Paving presents safety hazards: Already there are speeding issues on the alley in a

space that is tight and demands an even far lower rate of speed than 15 m.p.h. Speeding is a problem in town on paved streets, as visitors in particular have a hard time accepting the 15 m.p.h. speed limit. Paving the alley will only make it look like another street. It will increase the speed at which people think they can travel down it and increase the number of cars driving down it. This will endanger the safety of the “alley walkers,” people waiting for their Soupçon reservation, those exiting Soupçon after dinner directly onto the alley (there is no buffer between the door and the alley), as well as those of us who live directly on the alley with no other exit. These speeding and safety hazards would exist for the entire alley, not just the portion proposed to be paved.

6. Paving will not resolve drainage issues: Drainage problems are being cited as one of the reasons for paving the alley. Prior to the building of full basements in this historic zone, drainage was not a problem as water was allowed to run its natural course of seeping down into the water table. Indeed, water displacement due to full basements thereby causing changes in groundwater flow are an occurrence throughout town, not just in the Soupçon Alley. We feel the Town of Crested Butte and BOZAR should seriously consider restricting the implementation of full basements that require energy inefficient pumping and building techniques and adversely affect surrounding areas.

7. Paving will not resolve town-wide parking issues: There is a small parking lot located on the corner of the alley and Second Street that holds perhaps eight cars. The Town has stated interest in paving the Soupçon Alley to help alleviate town-wide parking issues. This tiny parking lot is not going to alleviate these issues. Creating more opportunities for even better public transportation that encourages people to not drive their individual cars is the best solution to parking.

8. Personal property will be damaged: Several gardens have been built through the private efforts of the tenants in the alley through a lot of hard work and pride for the aesthetic nature of the alley. They significantly augment the “alley walker” experience and are a highly photographed feature of the alley. Paving the alley will destroy these gardens.

9. The Soupçon Alley is a public right of way and resource: The alleys are a public amenity and thoroughfare and should not be allowed to be paved without public input. No public comment has happened in this process. Indeed, many residents of the alley were not included in the process at all. A handful of homeowners should not be able to dictate such a significant and irreversible change that impacts the entire community.

10. This opens the door for further alley paving: Paving the Soupçon Alley will set a precedent that other alleys may also be paved, further endangering the existence of the historic and cultural artifacts of alleys throughout town.

11. Paving increases expensive repairs in the future: Water line mains and utilities are buried under our alleys. Any future repairs will create a more difficult and expensive situation as pavement will need to be destroyed and subsequently replaced at the Town’s expense. This is not a fiscally responsible decision.

12. There are other solutions: Building anything below grade, such as basements and other structures, runs the risk of water infiltration, the mitigation of which should be the responsibility of the individual homeowner. Our town is rife with energy inefficient pumping systems attempting to mediate this issue. Regardless, there are other solutions to mitigating water than the dramatic change of paving an historic alley.

We, with the support of many others, are therefore requesting of the town that less impactful solutions to mitigating water drainage be implemented, that simultaneously help to maintain the aesthetic and historic qualities of the alleys. We also feel that dramatic and permanent changes such as these should not be done without purposefully including in the planning conversations those who will be directly impacted, as well as offer a proper public process which includes public comment to the community at large.

The Town Council will be voting whether to approve the paving proposal of the Soupçon Alley at the Monday, August 21 meeting. We encourage our fellow community members interested in preserving the history and culture of our alleys to sign this petition, contact the Town Council directly with your concerns, and appear at this meeting.

	Name	From	Comments
1.	Molly Murfee	CRESTED BUTTE, CO	I support preserving the historic, aesthetic and cultural values of Crested Butte's alleys
2.	Marcie Telander	Crested, CO	The alleys of Crested Butte are worthy of curating And archiving. This is where the women and children lived their lives and worked their domestic, aricultural and livestock chores and held their social lives.. This is where the iconic sheds and barns are, and which detail the rich and deep cultural history of our town. It is also where backyard gardens are grown, vegetable plots and the precious heirloom thorn-free raspberry bushes grow, those which were brought over as tiny hopeful slips from the Slavic countries in the reticules of the mail order brides to arrive at the turn of the 19th century into the twentieth century. This is where collections of old machinery and equipment are stored. The alley are also the location of small homes where the real people and truecore of Crested Butte can afford to live. There are photographic Studios, children's playhouses, and the quiet yards of people who have lived there for much of their lives. We do not need huge trucks roaring through to make deliveries, we do not need the alleys widen for the convenience of paving equipment. What we DO need is what all of America yearns for! We need that important backyard, back door, alley communal Life to Live and thrive.
3.	Theresa Henry	Crested butte, CO	Please maintain the character of Crested Butte. Let a decision to pave not set a precedence for undermining the unique qualities of our quaint village.
4.	Tracy Brooks	Crested Butte, CO	
5.	Jackson Melnick	Boulder, CO	
6.	William Peterson	LOS ANGELES, CA	This is history- buildings still standing after all this time! Save history, and do the right thing!
7.	Angela Hornbrook	Crested Butte, CO	This makes no sense at all and sets an extremely dangerous precedent to the future of the lifestyle and aesthetic of our historic town. The system is not working when a small handful of private residents with a cash offering can change the entire face of the towns rights of way. Where has it been assessed that such paving will indeed solve the drainage problem or have alternative solutions been pursued? Where is the notification to residents who will directly impacted and their voices heard? Where is the towns commitment to the historical preservation of Crested Butte? I could go on and on. Our alleys are where we walk our dogs, tend to our (continues on next page)

	Name	From	Comments
7.	Angela Hornbrook	Crested Butte, CO	<i>(continued from previous page)</i> gardens, escape from the ever increasing presence of traffic and crowds. Puddles are natures speedbumps. Let's preserve them too!!!
8.	Sidsel Robards	Crested Butte, CO	
9.	Misty Adams	Crested Butte, CO	I also support preserving the historic, aesthetic and cultural values of Crested Butte's alleys. This place is special. We must value that, and work hard to maintain the unique spirit that is CB.
10.	Shelley Popke	Crested Butte, CO	I support preserving the historic, aesthetic and cultural values of Crested Butte's alleys.
11.	Mikahla Claussen	Crested Butte, CO	
12.	john hopper	cb, CO	there are many main streets and sidewalks in the town of cb that require immediate attention and are safety hazards. also reeks of verb/str rental greed
13.	Thomas P.	Crested butte, CO	For the love of all that is old and funky, cool, historic, and natural!!!! Keep CB weird!!!
14.	Allison Kateley	Crested Butte, CO	Paving the alleys is just wrong. Not to mention it will just be another place for the idiots in town to speed. These people chose to put garages on an unpaved alley. Deal with it. We shouldn't have to pave everything in this valley to appease a bunch of rich people who supposedly moved here because they love it just the way it is. I don't care who wants to pay for it. It is wrong.
15.	Jason Burns	Crested Butte, CO	
16.	Laura jane Wrzesinski	Crested butte, CO	
17.	andi tippie	Crested Butte, CO	Our alleyways are SO adorable! We have to figure out how to keep our sweet spaces sweet and available!
18.	Bruce Hayes	Howard, CO	When I first came to the Butte Elk Ave had just been paved. I miss all the dirt roads that gave CB it's rural charm...and now the paved streets are blocked by planters that can cause dangerous traffic issues. It's a win win to leave it dirt.
19.	Jackson Melnick	Crested butte, CO	In the Alley This morning I walked down the alley Not the street In the alley the pebbles are ground into the mud still moist from last night's rain The smell rising with mystery Warm and alive In the alley I am alone and the sun beats on my brow Twists my mind In the alley I notice the back pages of town Old log cabins shrouded by weeds Organic, wild <i>(continues on next page)</i>

	Name	From	Comments
19.	Jackson Melnick	Crested butte, CO	<p><i>(continued from previous page)</i></p> <p>Broken bridges and hidden gardens In the alley I can here my footsteps smooch softly into the earth In the alley I dive deeper into mystery For the alley is where the muses hide their thrones and capes In the alley the trees whisper and their branches shake out the loneliness of life In the alley I am fully protected I walk further and notice things I have never noticed before An old stump or worn car A purring cat in the shade A wilting flower in the sun Here the road is soft Here the road winds out of time In the alley God lifts his mighty hand and strokes the ground In the alley the charisma of morning calms into a warm glow Waking eyes and opening doors In the alley I feel life's simple pulse In the alley I am whole</p>
20.	Brian Smith	Mount Crested Butte, CO	For the reasons stated in the petition.
21.	Erin Renfro	Crested Butte, CO	Maintaining Crested Butte's historic value should be important to everyone.
22.	Gary Butler	Brisbane, Australia	
23.	Nicola Mahoney	Puyallup, WA	
24.	Darren Silver	Boulder, CO	
25.	Ami Anderson	Crested Butte, CO	I want to preserve the history and vibe of our town as much as possible. Dirt alleys with quirky names is part of the spirit of Crested Butte.
26.	Lauren Rosenblatt	Crested Butte, CO	
27.	Ian Crory	SANTA ROSA, CA	
28.	Martha Keene	Crested Butte, CO	I feel this will only increase more vehicle traffic to find a shortcut through town. I would rather preserve the historic alley for people to enjoy on foot and the occasional car for people living off the alley.
29.	Lynda Jackson Petito	Crested Butte, CO	Just because you have some money, doesn't mean you get to change the feel of this town. We need to be EVER VIGILANT.
30.	Mary Jursinovic	Paonia, CO	Stop paving Paradise. If folks in that area weren't happy with the alley they should have built or purchased elsewhere. Alleys throughout CB are special treasures. I ran a successful business fronting one for over 30 yrs. Paving encourages much higher driving speeds endangering pedestrians and anyone trying to access an alley location.

	Name	From	Comments
31.	Stacy Straub	Crested butte, CO	
32.	LaDonna Largo Vandervelde	Crested Butte, CO	Preserving our town
33.	Dawne Belloise	Crested Butte, CO	Arelys are the last historic Vestige of what this town was, quaint, simple, and unpolished before all the money moved in. Paving this alley or any alley is not going to remedy the situation that was created when someone put in a large basement and a driveway into a garage below grade. Mud is part of Crested Butte II homeowners and wealthy people need to get over it
34.	Shannon Molvin	Flagstaff, AZ	
35.	Laura James	Boulder, CO	
36.	Laura Yale	Crested butte, CO	The character if our town is changing quickly, and we want to make sure we keep our heritage intact as that is one of our largest lures for tourism. the historic alleys in this town help keep our charm as other historic houses and buildings get torn down or redone.
37.	Lyn Maresca	Crested Butte, CO	
38.	Phil jones	Norman, OK	
39.	Deborah Sullivan	BRIGHTON, MA	
40.	Mary Picciano	Crested butte, CO	Duh!?!
41.	jake lessels	crested butte, CO	
42.	Robb Fessenden	Crested Butte, CO	
43.	Theresa Sokol	Land O Lakes, FL	Regrettably after 6 years in CB we sold our home last summer. I will always cherish the memory of Created Butte's beauty and charm and the fiece devotion of the resident population. I support this effort to preserve the unique character of CB life.
44.	Shawna Sprowls	Louisville, CO	As a former resident, and frequent visitor, I use the alleys
45.	anthony marriott	carbondale, CO	Keep cb as is. The beauty of the town is amazing.
46.	Sam Robards	Crested Butte, CO	
47.	Madison Manning	Gunnisin, CO	Maintaining the historical presence of Crested Butte is more important now than ever before.
48.	Jennifer Becker	Jacksonville, AL	
49.	Mia Phillips	Crested Butte, CO	
50.	Kevin Krill	CB, CO	I live on a cool historic crowded funky alley and love it
51.	Kat Cooke	Mt. Crested Butte, CO	I support the preservation of Crested Butte's unique local aesthetic and character. Private money and the interests of a select few should not be allowed to control public matters that affect our community as a whole.

	Name	From	Comments
52.	Susan Sparks	Corpus christi, TX	As a past property owner and resident of Crested Butte and now tourist, it is the uniqueness and the community that draw tourists/travelers to this quaint town. Take away the alleys and you make it just as common as the next town. How can you have the Alley Loop Race without the alleys? Love the raspberries patches, gardens, hiding places, back doors, dirt roads. You want to pave history? Put in a parking lot? Thought this was a historical district?
53.	Kendal Johnson Cook	Crested Butte, CO	The alleys are a unique feature to Crested Butte and need to be preserved. It's such a neat experience wandering the alleys of Crested Butte, and this alley in particular. Don't pave over the charm!
54.	Jennifer Campbell	Austin, TX	
55.	Francie Ivy	Gunnison, CO	
56.	E Meier	Crested Butte, CO	Unnecessary to the infrastructure and we'll-being of the town.
57.	Tom Johnson	Crested Butte, CO	
58.	Katherine Johnson	Crested Butte, CO	
59.	David Windsor	Crested Butte, CO	
60.	Audrey Anderson	Crested Butte, CO	I love enjoying the alley if our town. We don't have to develop everything do we?
61.	Sasha Legere	Crested Butte, CO	I believe the unpaved alleys are apart of the historical essence of Crested Butte. Paving over them is paving over our history and our character.
62.	Anna Khval	Gresham, OR	
63.	Mandy Gillie	Crested Butte, CO	I support maintaining the historical character of our town.
64.	kay Wilson	Sale, United Kingdom	
65.	Linette Hunt	Mt crested Butte, CO	
66.	Peter Bridges	Created Butre, CO	
67.	Dana Pierson	BLOOMINGTON, IN	Although I know longer have the privilege of living in Crested Butte, it is still the home of my heart. I urge you to protect the frontier, untamed spirit of our valley home by protecting these physical links to our past. Once destroyed, our alleys can never be reclaimed. History matters; I ask you to defend what makes CB a unique and beautiful place. Do what you can to protect it from becoming just another soulless, over-developed wasteland that honors profit over people.
68.	Anne Moore	Crested Butte, CO	Not every piece of paradise should be paved. Constant problems with the speed limit will not be made easier by making alley travel faster. To me the alley ways are a part of the historic district.
69.	Dana Smith	Crested Butte, CO	I'm a business owner in town and we need to uphold the integrity of our historical downtown area of CB
70.	Alex Richland	Crested Butte, CO	

	Name	From	Comments
71.	Nichole Reycraft	Crested Butte, CO	
72.	Colleen Rafferty	Crested Butte, CO	Keeping the alleys unpaved preserves the character and slower speed of Crested Butte.
73.	Ali Kamen	Crested Butte, CO	Grew up in crested butte want my kids to know it the I way did. It's already grown so much
74.	Tapley Dawson	Novato, CA	The texture of the town is one of the things that make it so special. A large part of that is the coarseness still remaining in the alleys. No victorian ginger bread there! The old sheds...weeds and wildflowers...an occasional bunch of rhubarb...destroy that and you've ripped an irreplaceable piece out of the heart of the town. Recently while in town for the epic reunion I told my son and his girlfriend if they really wanted to feel the history and get a real sense of place walk down some alleys...we love you CB..don't fix what isn't broken
75.	Bob Poor	Portland, OR	Just remember that Elk was dirt not that long ago. If you want the alleys to all end up paved this will be the start. Probably not a good idea.
76.	Brian Krill	Crested butte, CO	
77.	Priscilla Spencer joned6	Gunnison, CO	
78.	Dan Jones	CB, CO	Historic artifact? Yes. Quirky? Yes. But the main reason to preserve our alleys is simply because our alleys are gorgeous amenities. Instead of being after-thoughts, our alleys are works of art full of flowers, tourists and "plein aire" painters enjoying the splendor. Leave them as they are. Please..
79.	April M.	Crested Butte, CO	Save the Alleys of Crested Butte. There is only so much charm left for this fast growing community which has become something different in the past 5 years. Please let the small charms of this small town which still exist, remain.
80.	Susan Lasky	Cranford, NJ	I love CB
81.	Courtney Bock	Crested butte, CO	
82.	Tom Barry	Crested Butte, CO	
83.	Ashley Wright	Sikeston, MO	Cause it is beautiful
84.	Jane Martindell	Crested Butte, CO	I love our beautiful alleys. The last thing we need is more pavement
85.	Martha Granthan	Gunnison, CO	Let's keep what's left of CB's soul intact.
86.	Michael Hunt	Cape Canaveral, FL	We have a second home on Mt CB. And one of the reasons we bought is because of the historic look of CB.
87.	Phyllis Cowell	Rocky mount, NC	
88.	Tracey Wickland	Santa Fe, NM	
89.	Paul Mack	Crested Butte, CO	
90.	Irwin Townsite	Irwin, CO	The Irwin Townsite is calling: We want our buildings back! #realhistory

	Name	From	Comments
91.	Christy Sunter	Crested Butte, CO	
92.	Stephanie White	CRESTED BUTTE, CO	
93.	Patti McCully	Arvada, CO	Is important to preserve history. To allow some things to remain the same so future generations can appreciate and experience the way things were. Crested Butte is such a wonderful town, full of history. Let's preserve that.
94.	Theodore Evans IV	Crested Butte, CO	The historic feel and to keep CB's small town feel
95.	Kyle Anderson	Crested Butte, CO	
96.	Patricia Seeberg	Crested Butte, CO	Add #13: Asphalt retains heat, creating a nice little micro-climate of heat to an already over-heating area. We're at 8800+ feet, yet we have 80-degree-plus days. It's getting warmer due to to climate change; there's no reason we as a mountain town should be contributing to it. Encourage Town of CB to get off their addiction to asphalt.
97.	Amanda Molvin	Flagstaff, AZ	
98.	Jess Smith	Gunnison, CO	
99.	Kamilee Garvey	Crested Butte, CO	I LOVE to walk the alleys of Crested Butte! Please dont pave them. Visitors speed on our streets far too much. Paving the alleys will only create more vehicle traffic in the alleys and speeding in the alleys. Leave them as they are, there is no positive reason to pave ANY of them!
100.	Lucy Zavala	Crested Butt, CO	
101.	Deirdre Cudahy	Louisville, CO	There are so few "real" Places left in our beautiful state. New money is stripping our towns of their charm and character. Literally erasing the reasons these folks fell in love with them in the first place. PS you're not supposed to wear heels in CB.
102.	Gian Ralph-Nakoinz	Livermore, CA	
103.	Laura Kelsey	Crested butte, CO	
104.	Victoria Walls	Crested Butte, CO	
105.	Angie Allen	Gunnison, CO	I value the historic preservation of Crested Butte. We don't need to pave any more of paradise!
106.	Danielle Riesz Gutter	Crested butte, CO	
107.	Ingrid Gebavi	Crested Butte, CO	
108.	Heidi Holloran	Makawao, HI	
109.	Chris Telling	Crested Butte, CO	
110.	Vesper Gers	Crestone, CO	

	Name	From	Comments
111.	Iris Levin	Key West, Tuvalu	I lived there 1970 for a long time. My heart is still there-there is no place like it. We need to preserve the unique character of the town. I also still own property there.
112.	Diego Tomazini	Blumenau, Brazil	
113.	mike macken	oak brook, IL	we are frequent visitors to cb. we enjoy this part of its history also
114.	Robert Mandraccia	Edmond, OK	I've been traveling to crested butte at least once a year since before I could walk, (roughly 1981) and will continue to visit this historic hole in the wall paradise until I can no longer breathe. Don't take the luster and beauty that is Cb's old timey flavor by ruining the original alleys!! See you in December!
115.	Gareth Van Dyk	Mount Credted Butte, CO	My Home
116.	Karen F	Crested Butte, CO	The alleys of Crested Butte are part of what make the town so special and unique. If this alley gets paved it will open the door for other private homeowners to get changes made that will affect the town's character and history.
117.	Eliot Rosenberg	Crested Butte, CO	
118.	Arianne French	Crested Butte, CO	
119.	David Lasky	Denver, CO	
120.	Mike Horn	Crested Butte, CO	Alleys are essential to Crested Butte's character. I've lived in one the last 6+ years, and my new house on 10th St will be on the alley as well. Let's keep CB as gritty as we can before we start looking like suburbia. I also agree with the speed factor - some bumps and dirt vs pavement definitely make people drive slower and we need more of that.
121.	Robyn Zimmerman	Crested Butte, CO	
122.	Linda Kochevar	Roswell, NM	As the owner of the building Soupcon and Kochevars are in we wish to preserve the aesthetic nature of this alley. The historic nature of the alleys should be maintained just as the historic nature of the buildings are. Where lies the difference??
123.	Leta Maunz	Crested Butte, CO	I grew up in this town, walking through these ally's to get from school to my Moms salon ever say after school. They are a beautiful part of my sentiment for this special town. A lot has changed in the last 5 years. Too much had changed, actually. Its heart wrenching to watch land annexations and public land sales and the over crowding that's pushed so many out of this community. I want to see town council slow down growth, tax VRBOs or enforce business sales taxes for VRBOs; and to see town council help preserve this towns integrity. By preserving historic ally's in Crested Butte, we will help keep the original charm and what's left of the <i>(continues on next page)</i>

	Name	From	Comments
123.	Leta Maunz	Crested Butte, CO	<i>(continued from previous page)</i> quaintness we still have to offer. Thank you for taking this seriously!
124.	Noel Adam	Crested butte, CO	I have always loved our unpaved alleys for over 45 years
125.	KimJ ManyIssues	Peterboro, United Kingdom	
126.	Eric Yackel	Crested Butte, CO	
127.	Rob Boyle	CRESTED BUTTE, CO	We have got to put a stop to the reckless growth! save the alleys, save the parks, save the working class local. We had better do something to keep middle class employed people in the valley before we are out voted by those that want to make CB like the city they moved here from. It's been soooo frustrating seeing our town transform into trophy town.
128.	John Leonardi	Crested butte, CO	
129.	Kyle Skinner	Crested butte, CO	Keep it dirty!
130.	Ellen Osterling	Crested butte, CO	When I lived on an alley the town refused to plow now you want to pave them for the convenience of the rich second home owners I feel as a town we need to revisit our priorities
131.	Mike Bennett	Dillon, CO	Best part of CB in my opinion is the character. Please don't allow this place to become Breck
132.	Tracy Close	Crested Butte, CO	
133.	Rick M	Crested Butte, CO	Too much town-wide change for a the benefit of the few. Don't start this ball rolling. Slow down and enjoy it the way it is
134.	Michael Mobley	Crested Butte, CO	Stop the reckless growth!!
135.	phil scalia	fort plain, NY	I'd like to see those old alleys some day.
136.	Daniel Austin	Brevard, NC	It is imperative!
137.	Kirsten Oldread	Crested Butte, CO	I value the quaint feel of our alleys and using them as a safe means of transportation with my 1 and 4 year old. Paving the alley will encourage more vehicular traffic, making it harder to be a pedestrian in our small town.
138.	Lindsey Shoemake	Edmond, OK	
139.	Kara Rhea	Crested butte, CO	
140.	Celinda-Carlisle Cheskawich	Gazelle, CA	I grew up in Crested Butte and our alleyways were our paths to neighborhood friends & family. Alleys are what 'make' CB home.
141.	Leah Banford	Crested Butte, CO	
142.	Will Jones	Crested Butte, CO	
143.	Christy Kong-Eaton	Crested Butte, CO	
144.	Susan Sweetra	Crested Butte, CO	I live in CB and this is allowing a few ri h people to change the character of the town for there own convenience.

	Name	From	Comments
145.	Michele Parenti	Gunnison, CO	Paving these road Will change its scenic value and will increase drivers speeds
146.	Cynthia Thomas	Houston, TX	As a second homeowner I vote NO to paving the alleys.
147.	Megan Myall	San Francisco, CA	
148.	Gail Barto	Crested Butte, CO	Town has changed enough. We need to leave the historic areas alone. It will also change the climate. Paving the ground will create more heat. With tourism the way it is now the temperature has increased enough. Paving will only make it worse. Enough is enough!
149.	Mandy Tanses	Highland, IN	
150.	Grant Spear	Crested butte, CO	
151.	Lynn Jagaciewski	Crested Butte, CO	
152.	Elin Farrington	Crested Butte, CO	
153.	Dara Buchele-Collins	Crested Butte, CO	The alleys are an iconic part of Crested Butte, they show our character and allow us a slower safer way to travel. Paving them will mean faster speeds and a loss of habitat for wildlife as well as a loss of our heritage in the narrow uneven spaces with heritage plants.
154.	Kerry C	Burlingame, KS	
155.	Heather Sengelmann	Crested Butte, CO	Slow down the growth and the car traffic. Keep the alleys beautiful and untouched.
156.	Virginia Roark	Crested Butte, CO	
157.	David Sengelmann	San Antonio, TX	
158.	Seaton MacMillan	Crested Butte, CO	Please don't pave our alleys. Lets preserve our historic spots, not change them.
159.	Natalie Morrison	Crested Butte, CO	It is important that we save the character of Crested Butte!! The Alley Loop needs these alleys - as do those of us who love to wander in out little town. We are NOT Aspen or Vail - let's stay Crested Butte!
160.	John Pizza	Dallas, TX	
161.	Celeste Sengelmann	San Antonio, TX	
162.	Edward Laurson	Denver, CO	
163.	Sierra Sawyer	Crested Butte, CO	Alleys like this are what make Crested Butte unique. Take a stand against taking away Crested Butte's character
164.	Suzanne Pierson	Crested Butte, CO	I love my strolls through the historic alleys!! I adore the creativity I see, the colors, the flowers, the gardens! Leave them alone! They work just fine! So what if you get some mud on your tires and in your alley garage! So what if you need to fill a pothole with your own shovel of grit! Enjoy this, keep this. These are what our world renowned xc race was named and famed! ALLEY Loop not paved, gentrified, slick back street! to pave them sets a very bad precedent.

	Name	From	Comments
165.	Sandy Shea	Crested Butte, CO	For so many reasons, I strongly oppose paving any alleys in Crested Butte. Anything we can do to slow people down--ourselves included--the better!
166.	Lizzie Corvin-Blackburn	Crested butte, CO	
167.	Kristi Hill	Tahlequah, OK	Crested Butte was my home for many many years. I still come back every year. There have been too many changes already all in the name of progress. Please stop! Leave it the beautiful little historic town that it should be!
168.	Kathleen Hecker	Cb, CO	
169.	Caroline Singleton	Mt crested butte, CO	
170.	Nita Kubricht	Crested butte, CO	Maintain the allies just as they are. They are safe and charming walking and biking spaces. We walk them every summer. We aren't allowed to change the old buildings. The allies are just as important. If they are paved then people will want them plowed. There will be damage from the plows to the buildings. I can't believe that this is even going before the council for a vote. No! No! no!!!!
171.	Janelle Brown	Crested Butte, CO	
172.	Lj Dawson	Colorado Springs, CO	
173.	Lynn Johnson	Crested Butte, CO	Keep CB real!
174.	Eli Emmitt	Crested Butte, CO	Crested Butte is my home and it is one of the last Colorado ski towns of its kind, because it still has elements that have been there since it was founded. Let's keep Crested Butte unique and not conform to the ever expanding industrialized society all around us.
175.	LaNita McDonald	Milliken, CO	
176.	Blake Mason	Monroe, LA	We have a place up on the mountain! We love the old nostalgia of Crested Butte. Paving the ally's would take away from that nostalgia. It would create a more commercial feel.
177.	Nancy Khong	Singapore, Singapore	
178.	Sarah Smith	Crested Butte, CO	I moved to CB 17 years ago and part of what drew me here and helped form my decision to stay was the charm and evidence of the once mining town. we have gone through so much growth and change lately, I really think this is a change our town doesn't need. My family and I love walking the alleys to get off of the beaten path. We're not a city, we're a mountain town.
179.	Kathryn Irby	GULFPORT, MS	
180.	C Connor	Crested Butte, CO	I have lived here for over 35 years, worked at Soupcon, and lived on alleys over the years. They have always been a lovely walk on busy summer days, and such a sense of the past and present.

	Name	From	Comments
181.	Bonnie McNaughton	Palos Verdes Estates, CA	I lived in CB for 20 years. They ruined the character of the town by paving the street and parking beyond the curb. STOP Pavong any ally!
182.	Rachel Brodsky	Telluride, CO	Keep small town charm and feel. History needs to be preserved.
183.	Megan Spencer	Carbondale, CO	
184.	Julie Mcclanahan	Golden, CO	I own land in crested butte and plan to build there.
185.	peter cutcliffe	Birmingham, AL	crested butte is an old beauty and one of the last great old ski towns around. i have had some of the best times of my life riding around those dirt alleys on mh townie cheesin and cheersing beers and jumping over bears.
186.	Kathy Anen	Fort collins, CO	
187.	Amanda Benson	FAIRFIELD, IA	
188.	Christina Murrin	crested butte, CO	to preserve the historic value of our town
189.	Bryan Mazaika	Mt Crested Butte, CO	
190.	Laura Villanueva	Crested butte, CO	"Paved paradise, put up a parking lot."
191.	Deborah Tutnauer	Crested Butte, CO	Our alleys are public and iconic....decisions about them should be public and involve historical context discussions . They are no different than an old preserved buildings . Save them from . Don't pave paradise.
192.	Mary Holder	Crested Butte, CO	
193.	Steph L	SCOTTSDALE, AZ	
194.	Pat Wallace	Crested Butte, CO	Hold on to historic CB. Let pavement define other towns but not ours.
195.	Megan Baim	Crested Butte, CO	Preserve the history of the town. Don't give tourists another road to speed down.
196.	Paula Sieve	Crested Butte, CO	I've only lived in Crested Butte for four years but already I've seen the strong, steady march towards more pavement, more gigantic (many times empty) houses, more visitors, etc. We're destroying an incredibly special place in the world. Let's not continue on this (paved) path.
197.	Nick Rodell	Prospect Heights, IL	The back alleys of CB are the charming part of town, dirt roads, small town vibe...you want to modernize CB??? Put in some affordable housing for the hard working people of the town that keep it running!
198.	Jackie Arthur	Three Oaks, MI	
199.	Lilia Safiullina	Pickering, Canada	
200.	Jessi Shoemaker	Crested butte, CO	This not VAIL, BRECKENRIDGE, or ASPEN. The history and quaintness of this town is far more important than a paved convenience. Progression can happen in many other beneficial ways. Want pavement? Live in the city or the ruined mountain towns mentioned above.

	Name	From	Comments
201.	Joy Beckner	Chesterfield, MO	Save ALL the good old places. How else will kiddos learn their history???
202.	kaleb schultz	Crested Butte, CO	
203.	ABG Gellert	Crested Butte, CO	For safety, for the CB vibe and for the simple reason that I can see no positive way it would serve the community.
204.	Patricia Vazquez	Mexico City, Mexico	
205.	Pete Peacock	Almont, CO	Keep it real
206.	Craig Burbank	Mt crested butte, CO	I like dirt
207.	Robin Cash	Crested Butte, CO	Not busy and most often very pretty. It's a major way I get around town in the summer.
208.	Tereza Venn	Crested Butte, CO	
209.	Reed Betz	Crested Butte, CO	
210.	Eric Steacy	Crested Butte,, CO	
211.	Keir Wark	CB, CO	Keep our town from turning into Aspen!
212.	Katie Fightmaster	Crested Butte, CO	Town feels more and more like an overcrowded resort and less like home with every new building, anex, and paved street. We need to slow down before we are ruined.
213.	Trudy Fraser	Mt. CRESTED BUTTE, CO	
214.	Katie Urie	Crested Butte, CO	The development of the vacant lot would destroy the existing historical structures and compromise their integrity. We need to hold on the the historical value of what is left!!!
215.	Rahul kumar	hyderabad, India	
216.	Robin Soifer	Logan, UT	I was a CB resident for 8 years. The alleys are a vital part of its personality and paving them destroys that.
217.	Ashley Davis	Crested Butte, CO	The entire town of Crested Butte wasn't paved until the 80's and people managed fine. This seems to be another instance of a few people with money dictating what the town will do. We call ourselves the "Last Great Ski Town" that motto is not just reflected in the skiing here but in our town's mentality and way of living. We would rather play in the dirt than walk on a paved trail. You shouldn't be coming to a mtn town for the paved alleys, period. If you are so concerned with your car getting dirty as it sits parked in a dirt alley then maybe CB's charm is lost on you...
218.	Andrea Rybarz	Crested Butte, CO	
220.	Hannah Valian	Crested Butte, CO	
221.	Sydney Fischelis	Concord, MA	
222.	Stephen Drabek	Crested Butte, CO	Last great ski town? Not for long if this keeps up. Instead of pandering to the rich, why can't we embrace the little quirks that make this town special. No one moved here because we have paved alleys or perfectly manicured yards. This isn't <i>(continues on next page)</i>

	Name	From	Comments
222.	Stephen Drabek	Crested Butte, CO	<i>(continued from previous page)</i> Aspen or Telluride. And paving an alley only encourages people to drive faster. There's kids, dogs, and locals in those alleys. This is Crested Butte- the winters are rough, the locals are tough, and anyone who is afraid of a little dirt really doesn't belong.
223.	Isabelle Mionnet	ABONDANCE, France	
224.	Heather Brethauer	Crested butte, CO	
225.	Mary Hinkell-Haggerty	Pittsfield, MA	This is a place of history and beauty. And when I visit, I don't want to see what I've left, but what is new and different. And it's the right thing to do.
226.	Scott Gates	Cb, CO	
227.	Donald Kimball	Wichita, KS	
228.	Robert Ortiz	PHOENIX, AZ	
229.	Teri Taaca	Oklahoma City, OK	
230.	Lindsay Deckman	Crested Butte, CO	Crested Butte is known for its historic charm that people absolutely love. The dirt alleyways are what separate the quaint town from any other Colorado small town. It hasn't been destroyed with new buildings or paved back roads. All it has to offer including the dirt alleyways are what make it the last great ski town.
231.	Melanie Shaw	Sherman Oaks, CA	On my last few visits to Crested Butte, my family and I would find ourselves walking down the pristine and calming path of the Soupçon Alley. Although as stated, the Alley will be paved by the funds of private home owners, I believe that as time goes on, so will these home owners. Their idea of a comfortable living, only stems from temporary living arrangements. After all, everything is temporary. But somehow, we tend to alter the natural state of things because a few voices think it's time for a convenient change. Don't destroy something that has remained true to Crested Butte's beauty, for something that is seemingly convenient.
232.	RICKY SLOAN	HENDERSON, TN	
233.	Steve Dale	Frankston, Australia	
234.	Brenda Towers	Durham, United Kingdom	
235.	Rob Chloe Sam Neeson	Highgate, United Kingdom	
236.	Alex Watson	Wanaka, New Zealand	
237.	Judi Theis	Crested butte, CO	
238.	Terri S	PLANTATION, FL	
239.	John Brewer	MARIETTA, OH	

	Name	From	Comments
240.	Talia Reynolds	Crested Butte, CO	It's my home
241.	SOPHIA RAHMAN	BOLTON, United Kingdom	
242.	Traci Davis	Lutherville, MD	
243.	Tamara Ayraus	West Palm Beach, FL	Crested Butte is my home town preserving the historic aesthetics is always important to me
244.	Stuart Griffin	Crested Butte, CO	This is an important issue to me because I believe in the historic value our town holds. Second home owners should not be the determining factors in changes in our town. If they feel that changes need to be made, then they should take the changes they see fit and return to their place of origin. Our town is not perfect, but taking the historic value and face from it are not the right the steps.
245.	Melissa Falen	Baltimore, MD	
246.	Mike Burke	Crested Butte, CO	
247.	Posey Nelson	Crestone, CO	CB has good historical protection. Its not time to stop that.
248.	Meaghan Young	Crested Butte, CO	No way!
249.	Molly Susla	Crested Butte, CO	
250.	sydney stoneberg	crested butte, CO	
251.	Keith Harper	Boulder, CO	
252.	Lesley Ogburn	Durango, CO	CB is a special place, keep it historic.
253.	Joshua Crouch	Addison, TX	I have been drawn to CB for over 15 years now! It has a special place in my heart, and I will do what I can to keep it running strong and preserve all that is amazing about it!
254.	Kerstin Grill	South Fork, CO	I go to Crested Butte seceral Times a year. Would hate to see it change!!!
255.	Brett Magdovitz	Westminster, CO	
256.	Rebekah Davis	Gunison, CO	
257.	Lydia Stern	Crested Butte, CO	We need to preserve the history of this special place! Let's not become just another resort town. Crested Butte is special because of the rugged charm that has been protected!
258.	Sacajawea Shoe	Mt Pleasant, PA	This is my sisters home.
259.	Erica M	Crested Butte, CO	I support preserving the historic, aesthetic and cultural values of Crested Butte's alleys. Let's remain true to who we are and who we want to be. Change may be inevitable but let's not change the things that give us our character.
260.	Izzie Dethloff	Crested Butte, CO	
261.	Catherine Nelson	Crested Butte, CO	

	Name	From	Comments
262.	Ian Scott	Crested Butte, CO	I live in one of the alleys and I couldn't imagine having a paved alley in a town like CB!! Don't ruin our town just for some pavement! Also aren't all our water lines though the alleys? If we pave them don't we have to rip them up every time we have a water issue! We can do so many other beneficial things with that money as well!! Don't be stupid CB! Paved alleys would be useless!!
263.	Peter Snyder	Crested Butte, CO	Why do some people think they. An "buy" the town council and get what they want without regard to the consequences? The alleys have been here way before they have.
264.	Christine Gonzalez	Crested Butte, CO	I have been here since 1991... My favorite thing about this town is the alleys ...historical & special... I also have worked at one of the businesses and I already know how much traffic can go in and out we don't need any more traffic through the Alleys ...
265.	Deborah Hooks	Denver, CO	CB's alleys have been my favorite way to get around town since the 70s. Beautiful and quiet and little surprising pockets of charm hidden away all over town.
266.	Laurie Bolard	My. Crested butte, CO	
267.	Alaina Smith	Aspen, CO	Paved alleys would ruin the history and charm of crested butte. There is no need to pave the alleys especially after seeing the town does fine with 100 feet of snow on them. Keep the alleys unpaved
268.	Sooner McKay Halvorson	mt.crested butte, CO	I agree that the alleys should remain preserved. Paving it would take away all its character, which is exactly what the historical and creative designations are there for.
269.	Marion Chater	Crested Butte, CO	
270.	Rebecca Lynn	Mt Crested Butte, CO	
271.	Martin Kenneally	Denver, CO	Dont pave over the character of the town, dont let the current town council steamroll this town into another sterile ski area,
272.	Reggie Masters	Crested Butte, CO	I have lived here since 1971. The alleys are a special place of peace and solice. They are pedestrain and biking access routes around town during busy times on Elk Ave. they are a place to a breath from the busy town activity. lease DO NOT pave any of them. We are losing the character of CB at a rapid pace. We should not continue to cater to the whims of a few new comers. If they don't like us the way we are, they have the freedom to find another mountain town.
273.	Kerri Councilman	Crested Butte, CO	
274.	Hillary Moore	Crested Butts, CO	
275.	Sarah Prieur	Crested Butte, CO	
276.	Talbott Hagood	Clover, VA	
277.	Adam Bembenek	Crested butte, CO	
278.	Bradley Santelli	Crested Butte, CO	

	Name	From	Comments
279.	Emily Mirza	Crested Butte, CO	
280.	alexis martinez	crested butte, CO	
281.	Tracee Hume	crested butte, CO	
282.	Trevor Sorensen	Created Butte, CO	
283.	Janet Martin	Crested Butte, CO	
284.	Victoria Weyel	Crested Butte, CO	
285.	Alex Stevenson	crested butte, CO	
286.	Hannah Furr	My crested butte, CO	
287.	Jesse Irons	Crested Butte, CO	
288.	Sara Middleton	Santiago, Chile	
289.	Robert Lindeman	Crested Butte, CO	
290.	Colleen Danaher	Pittsburgh, PA	These alleys are a lovely aspect of the town, which should remain! The writing here describes this and other factors well.
291.	Grant O'Brien	Crested butte, CO	
292.	Leslie Bogart	Santa Monica, CA	
293.	Shari Grizzle	PLANO, IL	
294.	Patricia Wiig	Albuquerque, NM	I lived in CB for 40 years. This would destroy the historical integrity of the town. I think it would also cause more work for the police with speeding and extra patrol.
295.	Justin Charbonnet	Venice, CA	Crested Butte is a wonderful and unique place, one of the only ones left in CO. It should stay that way.
296.	Ali Koeman	Crested Butte, CO	
297.	happy fowler	crested butte, CO	I believe CB needs the alleys in order to preserve the town's charm and to protect the children who ride bikes through them
298.	Sam Frausto	Gunnison, CO	Because
299.	Jane Keegan	Crested Butte, CO	
300.	Ela Keegan	Crested Butte, CO	
301.	Marisa McKie	Fairplay, CO	As new homeowners in Crested Butte and long-time lovers of the area, we would hate to see the historic nature of this town slowly start to deteriorate. Please consider saving the alleys as they are a peaceful place to walk, roam and explore the town and its hidden character
302.	Travis Talbot	Crested butte, CO	
303.	Daniel C	Crested Butte, CO	
304.	Mars Tweed	Gunnison, CO	
305.	Ellen Teague	Crested Butte, CO	
306.	Andrew Pratt	Brooklyn, NY	I love Crested Butte.

	Name	From	Comments
307.	Vero Garduño	México, Mexico	C.B. Si the most incredible place I have ever lived, just like it is!! Safe and with history and roots!!I hope I can come back some day
308.	Louise Nelson	Crested Butte, CO	The soul and treasures of Crested Butte reside in its alley-ways, let us not pave them over!
309.	Laura Acuff	Crested Butte, CO	Because it is important to preserve the authenticity of this town
310.	Alec Carullo	Road, NJ	
311.	Liberty Godshall	Los Angeles, CA	Because the heritage, integrity and safety of Crested Butte is important.
312.	Brandon Cvilikas	My crested butte, CO	
313.	Lyn Young	Crested Butte, CO	to maintain the historical integrity of CB. Too many changes, to quickly with out much forethought.
314.	Sarah Bartow	South Lake Tahoe, CA	
315.	Rigo Chavez-Cantu	Boulder, CO	
316.	Bryan Ansley	Evans, GA	I lived and love crested butte for 8 years
317.	Ute Baker	Lake Oswego, OR	
318.	Jeffrey Hallett	Crested Butte, CO	There are pressures from people not of Crested Butte to turn this special community into some distorted version of a vacation mecca for the wealthy. It is an insidious form of "gentrification" and it has to be halted - now. The alleys and the historic buildings they serve are the heart of CB. Leave them in peace!
319.	Brian Cash	Cb, CO	
320.	Koren Caskey	Crested butte, CO	
321.	Gus Auran	Littleton, CO	
322.	Katie Kupcinski	Mt cb, CO	
323.	Jeannie Matteson	Berryville, VA	The Soupçon Alley is one of my most treasured memories of my few years there in the early 80s. I was thrilled to return last summer and find it just the same as I remember it. It is truly a CB treasure.
324.	Jarhae Zessin	Vail, CO	Keep the Butte weird
325.	William Hague	Lambertville, NJ	we need to preserve what's left of old crested butte. there's not much left. thanks for the convention center for the performing arts.
326.	Keith Cooper	Mt Crested Butte, CO	
327.	Tari Scott	Hardwick, VT	As a regular visitor to CB and relatives of current residents, I agree that the historical value of the ally's should be preserved for all!!
328.	Jennifer Rose	Crested butte, CO	Totally unnecessary!!People will drive too fast...

	Name	From	Comments
329.	Jovany Aguirre	Crested Butte, CO	Save CB history
330.	Carol Smith	Crested Butte, CO	
331.	Tricia Kubisiak	Crested Butte, CO	Chopping down trees planted in memory in the park was bad enough! Destroying transplanted trees from Washington Gulch by CB Elementary Students in 1972 was horrifying. Who the hell wants to pave the alleys? Mundus Bishop? Pull your heads out of your behinds! This is a national historic district for God's sake!
332.	Megan Paden	Crested butte, CO	Not only do I think permeable products are an environmentally smart decision, but I believe in the preservation of character in our town. Crushed stone adds a simplistic and subtle charm that cannot be replicated by asphalt.
333.	Andrew Frishman	Dyer, NV	
334.	Elizabeth Watson	Lambertville, NJ	There are better ways to manage water drainage, once you give up a part of the unique flavor of the town, you'll never get it back, and the gardens matter! With loving memories of a former resident, leave the alley(s) alone, please.
335.	Jessica R	Crested Butte, CO	This is a terrible idea.
336.	Luisa Naughton	Crested Butte, CO	
337.	Mark Sibley	Crested Butte, CO	
338.	Mary Baldwin	Denver, CO	
339.	Debra Cameron	Crested Butte, CO	Maintain the integrity of Crested Butte !! Also flooding could be a big problem. The people I know love the alleys the way they are. Paving them would destroy one of the beautiful parts of Crested Butte
340.	Nichole Paquet	Lake Oswego, OR	
341.	Jamie Booth	Crested Butte, CO	
342.	Dionisia Mathios	Denver, CO	I am an advocate for preserving & honoring historic structures and city planning. As an anthropologist, I think this decision could be detrimental to the character, culture, tourism, and aesthetic of Crested Butte. The layout and look of Crested Butte is unique. If you take this away, it will not stand out amongst other ski towns.
343.	Meredith Barrioz	Central, SC	
344.	Roxie Lypps	Crested Butte, CO	Please do not pave any alleys in the Town of Crested Butte. If you want to pave something--please do JourneysEnd. It is a STREET in the town and should be paved like all of the other streets.
345.	Victoria Jarosh	Gunnison, CO	I value historic aspects and rustic values of our old western towns. It would be sad to see crested butte developed past that
346.	Leah Dennison	Englewood, CO	
347.	Fredrik Lundgren	Örnsköldsvik, Sweden	

	Name	From	Comments
348.	Amber Baumann	Gunnison, CO	
349.	Mike Frazier	Norfolk, VA	
350.	Lou Molvin	Phoenix, AZ	
351.	Robin Yost	Cb, CO	This benefits an isolated situation only but has reaching consequences for the rest of us. What are the other solutions for these homeowners?
352.	amanda philipp	lambertville, NJ	
353.	Liz Brown	Alpine, TX	
354.	Danny Stoneberg	Mt, crested butte, CO	This town doesn't need to get any bigger or have more dumb paved roads
355.	Sidonie Phillippe	Crested Butte, CO	
356.	Brandon Johanns	Crested Butte, CO	
357.	Tim Hoover	Des Moines, IA	CB is one of the last true mountain towns, let's keep it that way, and not turn it into a touristy shell of it's history!
358.	Jill Baker	Crested butte, CO	
359.	Corley Pillsbury	Sacramento, CA	My family has a long history of living in Crested Butte, from the 1960s on. I grew up spending time at my grandparents' house near Nicholson Lake and treasure all my time there. CB is unique because even though it's been popularized as a winter sports town, it remains a bastion of times past - of the mining and mountaineering people who laid its foundations. It doesn't need to be paved and polished - it's beautiful and perfect just as it is.
360.	Patrick Seifert	Crested Butte, CO	
361.	Chill Pillsbury	Houston, TX	My family had a home in crested Butte for 40 years so I grew up there every summer and winter. This is all part of what makes crested Butte the awesome place it is
362.	Chandra Keairnes	Wdm, IA	
363.	leslie resnick	GOLDEN, CO	
364.	Michael Wechsler	Aspen, CO	Don't end up like us!
365.	Devon Pia	Gunnison, CO	The town of CB needs to keep its historical values it still holds.

From: [Jackson Petito](#)
To: [Lynelle Stanford](#)
Subject: Fwd: pay to pave???
Date: Tuesday, August 08, 2017 5:16:38 PM

Please forward to the entire Council

Sent from my iPad

Begin forwarded message:

From: Angela Hornbrook <angelski62@me.com>
Date: August 8, 2017 at 3:39:35 PM MDT
To: jacksonp@crestedbutte-co.gov
Subject: pay to pave???

Hi Jackson,

As an alley dweller and 27 year homeowner in the HISTORIC core district I am outraged by this preposterous situation regarding the paving of Soupcon alley. It's nothing short of totally unethical that the town of CB would take cash from a small handful of residents to do something as monumental and disastrous as to change our entire town landscape and historic identity. Not to mention that the residents involved were not even consulted!!!!..and who benefits???

I'm astounded that this council would allow the town to approve this kind of destructive precedent and for what? 20000K? REALLY??

This is only coming to the attention of the townspeople in the last week or so and I can assure you there will be a lot of push back on this. I hope you will realise what a big nasty can of worms this would create and not allow this kind of sneaky back room deal to succeed. PLEASE

Angela Hornbrook
USPS: PO Box 2074
UPS/FEDEX: 210 2nd St
Crested Butte, CO, 81224
C:(970)209-1903

From: [Dara MacDonald](#)
To: [Lynelle Stanford](#)
Subject: FW: Whoa...really?
Date: Tuesday, August 08, 2017 11:43:57 AM

Lynelle,

Please distribute to the Council. Thanks

Dara

From: Paul Merck
Sent: Monday, August 07, 2017 5:29 PM
To: Dara MacDonald <dmacdonald@crestedbutte-co.gov>
Subject: Fwd: Whoa...really?

Paul Merck
970-209-0079
Town Council
Crested Butte, CO

Begin forwarded message:

From: <eehicks@twc.com>
Date: August 7, 2017 at 11:03:58 AM MDT
To: <pmerck@crestedbutte-co.gov>
Subject: Whoa...really?

Paul,
Whoa, limiting tourism, really:

http://www.huffingtonpost.com/entry/europe-tourism-backlash_us_59885258e4b041356ec0e5ad

Pretty radical for places that aren't surrounded by an ecosystem near as sensitive as ours. Used to be that the people who showed up here came to enjoy the physical benefits of being in the mountains and getting out on their own to get some exercise and fresh air. Now it seems we are getting more (and pandering to) and more motorheads towing what used to be called "dune buggies" behind their new Cadillac Excessive Deluxe so they can drive around in areas that take decades to recover from their tracks, spewing more fossil fuel exhaust into an already beleaguered atmosphere. Perhaps catering to these types really ISN'T in our best interests after all. Anyway, I thought this article shows that there is the possibility of too much tourism. But hey, the Europeans, what do they know? Hold this thought: You can't have parking problems without first having an automobile problem.

P.S.- I didn't single you out with this email for any particular reason (I'll spread future emails among the council) so if you would please forward it to other council members I would appreciate it.

Thanks,
Ethan Hicks

September 5, 2017**Work Session****Budget**

Presentation by CB Fire Board of Directors on a Ballot Question for the November Election
Slate River Development Annexation Concept Review
Resolution Setting Ballot Language for Vacation Rental Tax
Vacation Rental Fee Schedule

September 18, 2017**Consent Agenda**

Appointment of Election Commission

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.