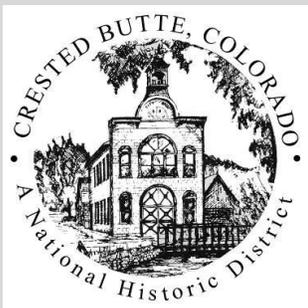


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Tuesday, August 7, 2018**  
**Council Chambers, Crested Butte Town Hall**



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

**Town Council Values**

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

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

**6:00 WORK SESSION**

1) Introduction of Sean Caffrey, District Manager of the Crested Butte Fire Protection District.

**6:05** 2) Introduction of Dr. Leslie Nichols, Superintendent of Schools.

**6:10** 3) Overview of Budget Process.

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

**7:02 APPROVAL OF AGENDA**

**7:04 CONSENT AGENDA**

1) July 16, 2018 Regular Town Council Meeting Minutes.

2) Resolution No. 10, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Board of Zoning and Architectural Review to Act as a Reviewing Entity for the State Income Tax Credit Program for Qualifying Rehabilitation Projects C.R.S. §39-22-514.5, as Amended.

3) Resolution No. 11 Series 2018 - A Resolution of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.

4) Approval of Policy Agenda for Colorado Communities for Climate Action.

5) Appointment of Assistant Chief Marshal Joseph Dukeman as the Town's Secondary Representative to the E-911 and Communications Boards.

*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**

**7:20 PUBLIC HEARING**

1) Application for a Retail Marijuana Dispensary License Located at 309 Belleview Ave, Unit 1A by Sun House CB LLC DBA Sun House.

**7:30** 2) Ordinance No. 20, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 4, Section 2 of the Crested Butte Municipal Code Pertaining to Sales and Use Tax Definitions and Exemptions.

**7:35 OLD BUSINESS**

1) Discussion on The Corner at Brush Creek Housing Project.

**7:50 NEW BUSINESS**

1) Resolution No. 12, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Expenditure of up to \$1,00,000.00 from the Town's Open Space Fund for the Purchase and Conservation of Approximately 613 Acres Adjacent to Fossil Ridge to Facilitate the Preservation of Long Lake.

**8:00 PROCLAMATION HONORING BUTCH AND JUDY CLARK**

**8:10 NEW BUSINESS CON'T**

2) Quarter 2 Financial Update.

**8:20** 3) Award of Professional Services Agreement with Interstate Parking Company to Prepare the Town's Parking Management Plan and Potential Implementation of Identified Parking Strategies.

**8:30** 4) Discussion on Development Strategies for the Paradise Park 2019-2020 Affordable Housing Build.

**8:40** 5) Selection of Three Developers to Proceed with the Design Request for Proposals for the Development of Affordable Housing in Paradise Park Blocks 76, 79, and 80 in 2019.

**8:50** LEGAL MATTERS

**8:55** COUNCIL REPORTS AND COMMITTEE UPDATES

**9:10** OTHER BUSINESS TO COME BEFORE THE COUNCIL

**9:20** DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, August 20, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, September 4, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, September 17, 2018 - 6:00PM Work Session - 7:00PM Regular Council

**9:25** EXECUTIVE SESSION

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

**10:00** ADJOURNMENT



# Budget Process

Rob Zillioux | Town of Crested Butte

# Discussion Topics

- Municipal Budget Preparation – Important Considerations
- Macroeconomics and relationship to Crested Butte finances
- Current financial position
- Composition of 2018 budget
- Project spending
- Approach to 2019 budgeting

# Municipal Budget Preparation – Important Considerations <sup>5</sup>

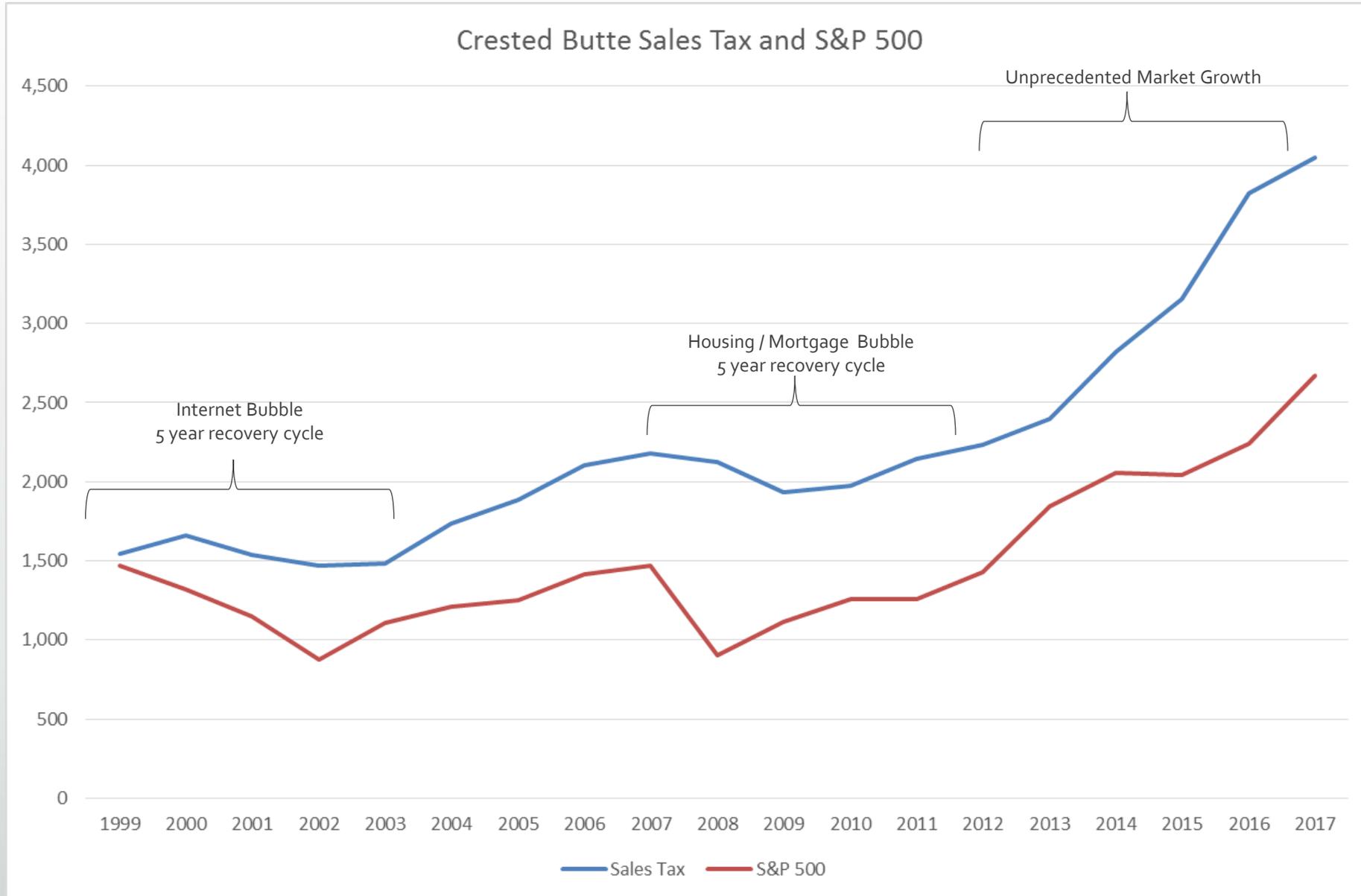
- 1. Budget guidelines should incorporate a long-term perspective**
  - Need to consider significant projects that aren't within the next year, but require future funding
- 2. Budget should establish linkages to broad organizational goals**
  - Consider limited resources and prioritized allocation. Start with municipal objectives, including broad based constituent input, and back into budget allocations from there. Consider where you have been, and where you are going.
- 3. Focus budget decisions on outcomes**
  - Performance goals, outcomes and indicators are ideally linked to major budget items
- 4. Budget should involve and promote effective communication with stakeholders**

# Town Council Values

*A lens through which budget priorities and decisions should be made*

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

# Macroeconomics and impact to Crested Butte



# Statement of Activities - 2017

Functions/Programs	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Activities:	Expenses					
Governmental:						
General government	\$ 2,931,063	\$ 445,694	\$ 34,410	\$ -	\$ (2,450,959)	\$ (2,450,959)
Public safety	832,090	-	27,131	34,321	(770,638)	(770,638)
Highways and streets	1,021,964	21,215	-	5,000	(995,749)	(995,749)
Culture and recreation	1,340,070	85,648	51,681	-	(1,202,741)	(1,202,741)
Auxiliary services	1,050,609	38,905	19,996	-	(991,708)	(991,708)
Total governmental activities	7,179,765	591,462	133,218	39,321	(6,415,764)	(6,415,764)
Business-type						
Sewer and water	1,563,129	1,775,530	-	523,673	\$ 736,074	736,074
Total business-type activities	1,563,129	1,775,530	-	523,673	736,074	736,074
Total	<u>\$ 8,742,894</u>	<u>\$ 2,366,992</u>	<u>\$ 133,218</u>	<u>\$ 562,994</u>		<u>(5,679,690)</u>
General revenues						
Property taxes				916,074	-	916,074
Sales and use taxes				4,930,322	-	4,930,322
Real estate transfer taxes				1,644,860	-	1,644,860
Other taxes and miscellaneous revenue				80,273	-	166,121
Investment in joint venture				234,435	-	234,435
Gain on sale of capital assets				183,810	5,814	189,624
Investment earnings				44,580	9,185	53,765
Total general revenues				8,120,202	14,999	8,135,201
Change in net position				1,704,438	751,073	2,455,511
Net position, beginning				35,413,450	8,547,241	43,960,691
Net position, ending				\$ 37,117,888	\$ 9,298,314	\$ 46,416,202

# Current Financial Position

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>ASSETS</b>			
Cash and investments	\$ 15,355,252	\$ 4,922,164	\$ 20,277,416
Cash and investments, restricted	513	934,707	935,220
Property taxes receivable	1,042,432	-	1,042,432
Intergovernmental receivable	433,314	207,909	641,223
Investment in joint venture	2,014,040	-	2,014,040
Capital assets			29,324,931
Total assets	<u>40,448,858</u>	<u>14,064,721</u>	<u>54,513,579</u>
<b>LIABILITIES</b>			
Accounts payable	237,676	887,741	1,125,417
Long-term liabilities			
Portion due or payable within one year			247,779
Portion due or payable after one year			3,694,644
Total liabilities	<u>2,321,250</u>	<u>4,766,407</u>	<u>7,087,657</u>
<b>DEFERRED INFLOWS</b>			
Property taxes	1,009,719	-	1,009,719
Total deferred inflows	<u>1,009,719</u>	<u>-</u>	<u>1,009,719</u>
<b>NET POSITION</b>			
Net investment in capital assets	21,429,210	3,953,298	25,382,508
Invested in joint venture	2,014,040	-	2,014,040
Restricted			2,212,336
Unrestricted	<u>11,462,302</u>	<u>5,345,016</u>	16,807,318
Total net position	<u>\$ 37,117,888</u>	<u>\$ 9,298,314</u>	<u>\$ 46,416,202</u>

# Town Revenue Generation – 2018 Rates and Fees

<b>Rates</b>		<b>Purpose and/or notes</b>
State Sales Tax	2.9%	
Gunnison County Sales Tax	1.0%	CB received 0.5% back from Gunnison
RTA Sales Tax	1.0%	
Local Marketing District Sales Tax	4.0%	
Town of Crested Butte Sales Tax	4.5%	0.5% Parks, 1% Transportation Fund, 3% General Fund
Town of Crested Butte Excise Tax	5.0%	Affordable Housing
Real Estate Transfer Tax	3.0%	1.5% Open Space plus Affrd Housing and 1.5% Capital Fund
Use Tax - Auto and Building	4.5%	2.7% to Capital Fund and 1.8% to General Fund
Mill Levy - General Fund	2.537	Increased property valuation allowed for rate reduction
Mill Levy - Street Fund	8.000	6.000 Streets and 2.000 Transportation. 16 mills voter approved
<b>Town Fees</b>		
Water	\$28.00	Enterprise fund revenue and expense to match
Sewer	\$37.50	Enterprise fund revenue and expense to match
Trash / Recycling	\$21.19	Essentially a pass through from Wastemanagement
<b>Other Sources of Revenue</b>		
Highway Users Tax		State collects and distributes share to CB. ~\$52k annual
Cigarette Tax		State collects and distributes share to CB. ~\$11k annual
MMJ Tax		State collects and distributes share to CB. ~\$30k annual
State Lottery Proceeds		Conservation Trust Fund. ~\$8k annual

# Detail Composition of 2018 Budget

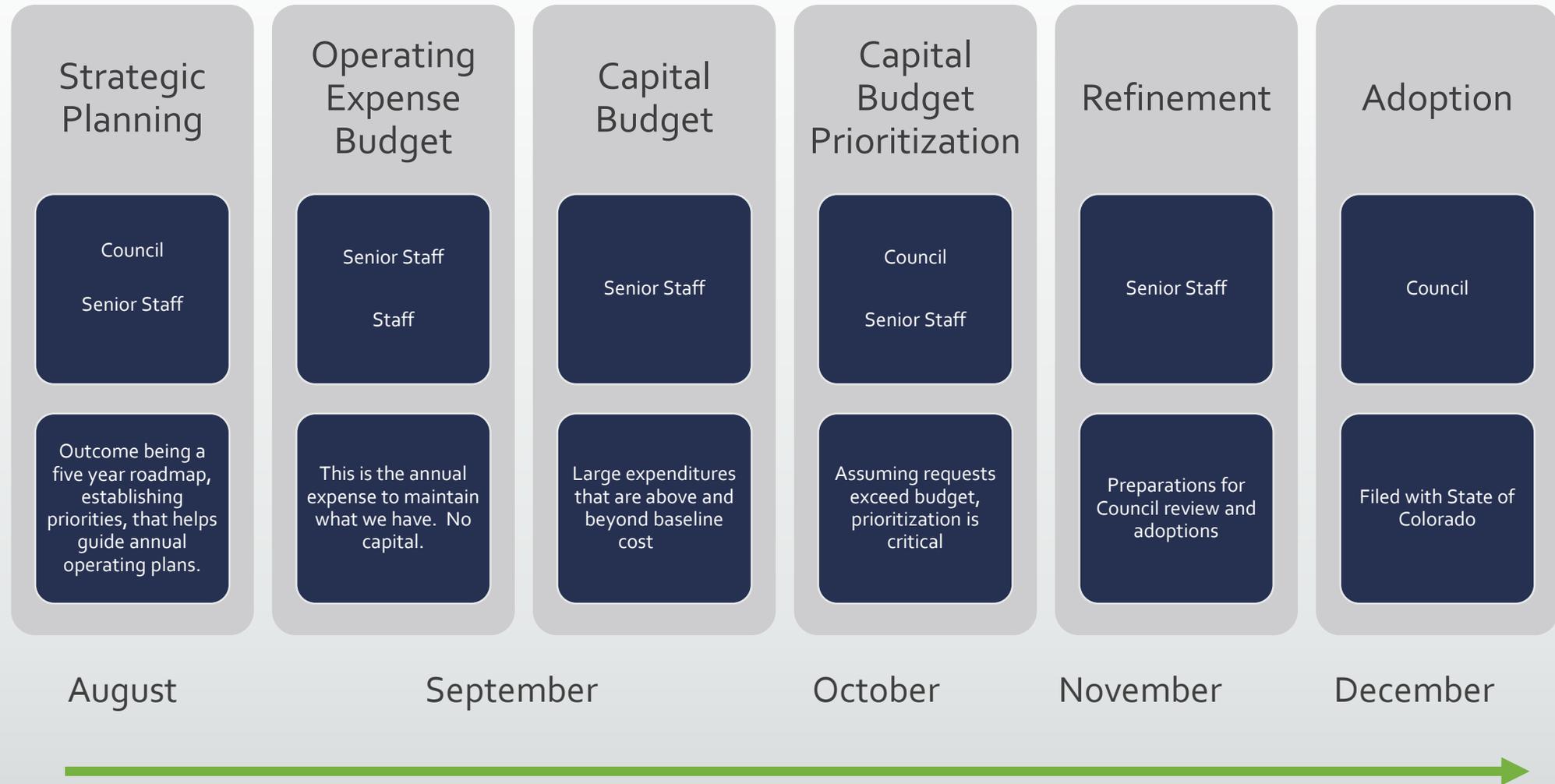
## 2018 Budget

	General Fund	Enterprise fund	Capital Fund	Conservation Trust	Street & Alley	Affordable Housing	Total
<b>Revenue:</b>							
Taxes	4,728,766		1,270,000	11,800	770,967		6,781,533
Licenses & permits	406,700		4,000				410,700
Intergovernmental	416,005		33,000		51,274		500,279
Charges for services	185,300	1,729,641					1,914,941
Misc	68,200	17,000	30,000	20	7,500	143,520	266,240
Tap Fees		270,000					
Other		558,000					
<b>Total Revenue</b>	<b>5,864,221</b>	<b>2,574,641</b>	<b>1,337,000</b>	<b>11,820</b>	<b>829,741</b>	<b>188,520</b>	<b>10,805,943</b>
<b>Operating Expenditures</b>							
General government	2,326,527	1,372,410				282,300	3,981,237
Public safety	900,436						900,436
Highways & Streets	560,584				480,502		
Culture & recreation	364,370						364,370
Planning	306,993						306,993
Mountain Express	813,829						813,829
Debt Service		69,937					69,937
<b>Total Operating Expenditures</b>	<b>5,272,739</b>	<b>1,442,347</b>	<b>-</b>	<b>-</b>	<b>480,502</b>	<b>282,300</b>	<b>7,477,888</b>
<b>Capital Expenditures</b>							
Current Project & Purchases	453,591	1,893,000	3,066,604		712,500	260,000	6,385,695
Debt Obligations		194,719					194,719
<b>Total Capital Expenditures</b>	<b>453,591</b>	<b>2,087,719</b>	<b>3,066,604</b>	<b>-</b>	<b>712,500</b>	<b>260,000</b>	<b>6,580,414</b>
<b>Total Expenditures</b>	<b>5,726,330</b>	<b>3,530,066</b>	<b>3,066,604</b>	<b>-</b>	<b>1,193,002</b>	<b>542,300</b>	<b>14,058,302</b>
<b>Net Surplus (Deficit)</b>	<b>137,891</b>	<b>(955,425)</b>	<b>(1,729,604)</b>	<b>11,820</b>	<b>(363,261)</b>	<b>(353,780)</b>	<b>(3,252,359)</b>

# Significant Recent Project and Capital Spending

▪ Waste Water Treatment Plant	\$3,100,000 (\$2.5m loan and \$600k grant)
▪ Mt Emmons (possible)	\$2,000,000
▪ Water Treatment Plant	\$1,500,000
▪ Big Mine Roof	\$1,300,000 (GoCo gave \$700k)
▪ Affordable Housing Projects	\$1,200,000
▪ Trampe Ranch	\$1,000,000
▪ Long Lake (proposed)	\$1,000,000
▪ Center for Arts	\$1,000,000 (including \$500,000 "in kind")
▪ Misc 2018 Capital Spend	\$900,000
▪ Snodgrass	\$750,000
▪ Mary Yelenick Playground	\$500,000 (GoCo gave \$350k)
▪ Tennis Courts Replacement	\$350,000 (GoCo gave \$200k, \$40k fundraising)
▪ Big Mine Improvements / Planning	\$250,000

# Approach to 2019 Budgeting



**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, July 16, 2018**  
**Council Chambers, Crested Butte Town Hall**

Mayor Schmidt called the meeting to order at 8:05PM.

Council Members Present: Will Dujardin, Kent Cowherd, Chris Haver, Jackson Petito, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Community Development Director Michael Yerman

Finance Director Rob Zillioux, Town Clerk Lynelle Stanford, Chief Marshal Mike Reily, and Parks and Recreation Director Janna Hansen (for part of the meeting)

**APPROVAL OF AGENDA**

Merck moved and Dujardin seconded a motion to approve the agenda as presented. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**CONSENT AGENDA**

- 1) **June 18, 2018 Regular Town Council Meeting Minutes.**
- 2) **Appointment of Municipal Court Judge.**
- 3) **Resolution No. 9, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Town of Crested Butte to Apply for a State of Colorado, Department of Local Affairs (DOLA) Energy and Mineral Impact Program Grant for the Funding for the Construction of the Town’s Water Treatment Plant Upgrades.**
- 4) **Award of the Mallardi Theatre Public Art Project to Ben Eaton.**
- 5) **Solar Array and License Agreement with Gunnison Valley Electric Association.**

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

**PUBLIC COMMENT**

Elliot Stern - 512 7<sup>th</sup> Street #2

- While dribbling a basketball, he announced that he was the closest resident to The Center for the Arts.

- The Center for the Arts was disgraceful.
- His property had already been devalued.
- Town needed to maintain the space that was green, and there should not be a half basketball court in the area near The Center.
- The other issue, in addition to green space, was the pushing through of The Center for the Arts.
- He cited decibel levels of bouncing basketballs and other recreation.
- Told the Council to keep the green space.

### **STAFF UPDATES**

- Yerman asked the Council, under Other Business, to appoint two Council members to the selection committee for a parking consultant.
- Yerman suggested Council members stop by the Public House to fill out a survey concerning flows across river valleys.
- Yerman received four responses to the RFQ for Block 76.
- MacDonald updated that the County Commissioners would meet tomorrow to consider moving from Stage 2 to Stage 1 fire restrictions.
- Project Hope would share the office space with the Housing Authority.
- Stanford reminded the next meeting would be on a Tuesday.
- Petito questioned the new legislation starting January 1<sup>st</sup> concerning 3.2% beverages.

### **PUBLIC HEARING**

#### **1) Transfer of the Brew Pub License from Mahogany Ridge Brewing Company to Elk Avenue Brewing Company LLC Located at 215 Elk Avenue, Units 3 and 4B.**

Sonny Bunch, the applicant, introduced himself. Schmidt recalled noise and other complaints originating from The Eldo. Bunch answered Schmidt's question regarding bands that would be performing. Schmidt confirmed proper public notice had been given.

Merck moved and Haver seconded a motion to transfer the Brew Pub License to Elk Avenue Brewing Company LLC. A roll call vote was taken with all voting, "Yes."  
**Motion passed unanimously.**

### **OLD BUSINESS**

#### **1) Discussion on The Corner at Brush Creek Housing Project.**

Schmidt referred to two letters that had been included in the packet, one to the County Commissioners and one to Mt. Crested Butte. He mentioned another letter provided today, not in the packet, on behalf of the Friends of Brush Creek. MacDonald reviewed the content in the letter addressed to the County Commissioners. She told the Council they had yet to see a change in the proposal in response to their communications.

Schmidt summarized the options. Dujardin thought a meeting amongst the parties in the MOA could be useful, and it should be a public meeting. Haver stated it was time to have a discussion, or it was time to deny the project. Schmidt had a problem with the MOA group meeting again. Dujardin countered that a public meeting could be useful.

John O'Neal, representative of Gatesco, did not know of any changes to the application. David Leinsdorf, attorney representing Friends of Brush Creek, provided a list of conditions proposed by Friends of Brush Creek that could lead to the sketch plan approval. He asked the Town to agree with an approach like the one proposed by the Friends of Brush Creek.

Merck agreed with Dujardin that sitting down in a meeting could only help the process. Schmidt recognized, that from the beginning, the Town identified there needed to be a community, public process. MacDonald cautioned the Council on taking a stand on the Friends of Brush Creek's proposal, since it just came in today. Dujardin appreciated their effort. MacDonald asked the Council to confirm that the message to convey to the Commissioners was that Town would appreciate a continuance if it meant public, fruitful discussion would take place, and if no other entities in the MOA were interested, proceed with a decision. Haver reiterated they would request denial of the application because it did not meet LUR standards nor was there public consent. Or, they would request the Commissioners extend to another meeting, only if there was agreement to a public meeting with the parties in the MOA.

Leinsdorf thought there would be consensus around the points brought forward by the Friends of Brush Creek. Dujardin suggested edits to the last paragraph in the letter to the Commissioners. Haver didn't think it was fair to make a quick decision on the points made by the Friends of Brush Creek. MacDonald suggested a compromise by making reference to the conditions suggested by the Friends of Brush Creek, if the Commissioners proceeded with approval. Haver identified three options for moving forward. Dujardin didn't want to tie the Town too closely to Friends of Brush Creek.

The subcommittee comprised of Haver, Cowherd, and MacDonald would meet to draft a letter to the County. MacDonald summarized what she heard from the Council to include in the letter. The Council wanted open discussions on how to develop the property. The developer had not proposed changes, and the Town would continue to ask for denial. If the proposal was not denied, then the approval should be with substantive changes. Or, delay if the other parties would participate in robust public discussion. The Council supported the subcommittee drafting the letter.

Sullivan drew the Council's attention to the letter addressed to Mt. Crested Butte that was in the packet. He reviewed the content of the letter. Cowherd said the letter to Mt. Crested Butte was close as presented. He would add that the meeting should be public. Schmidt summarized that they would send the letter as is, but they would add that they wanted to see a meeting with the MOA parties that would be public.

## **2) CML Conference Discussion.**

Five Council members attended the CML Conference. Cowherd highlighted aspects he most enjoyed. Dujardin appreciated the affordable housing tour. He recapped sessions that he attended. Merck agreed with points made by Cowherd and Dujardin. He cited examples of ideas that had been implemented in Town. He thought it was a good conference. Haver learned of lighting ideas that could liven Town around the holidays, and he suggested they consider incorporating dock-less bikes. He reviewed sessions he attended. Schmidt attended the CAST meeting and the dinner with Steamboat and Durango. He had a chance to discuss Vail. MacDonald acknowledged the conference was a great opportunity.

## **NEW BUSINESS**

### **1) Ordinance No. 20, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 4, Section 2 of the Crested Butte Municipal Code Pertaining to Sales and Use Tax Definitions and Exemptions.**

Zillioux asked the Council for questions. He stated the definitions were revenue neutral. He recognized the benefits of the ordinance, and he reviewed municipalities that had already adopted the definitions.

Dujardin moved and Merck seconded a motion to set Ordinance No. 20, Series 2018 for public hearing at the August 7<sup>th</sup> meeting. A roll call vote was taken with all voting, “Yes,” except for Petito, who momentarily left the meeting and did not vote. **Motion passed unanimously.**

### **2) Presentation on the Audit.**

Zillioux stated the finances were strong, and the reporting accurately reflected the position of the Town. Controls were adequate at the moment. The auditors suggested that the Council be closely familiar with the financial picture of the Town. He encouraged a long-range discussion about where Town was going in totality. Zillioux explained the auditors followed the money. He identified his role, responding to Schmidt’s question on control.

### **3) Discussion on Trash Receptacles at Trailheads.**

Hansen reviewed history of the agenda item, and she reminded the Council of the dumpster currently located at the 4 Way. She explained that they discussed dumpsters at two trailhead locations: Judd Falls/Copper Creek and Washington Gulch. Hansen reviewed the schedule of Waste Management and that the dumpsters would be emptied every week on Mondays. Hansen provided estimated costs for three dumpsters, which did not include removal of dumped items or the cost of a blocked dumpster. Staff recommended approval of two locations, consisting of three dumpsters, to include additional discussion regarding shifting the burden to the appropriate agencies. Staff also recommended removing the dumpster at the 4 Way.

Merck thought it was worth keeping the dumpster at the 4 Way and that the Forest Service would participate. There was discussion for a plan going forward. Haver suggested they investigate providing trash receptacles in all of the drainages. Cowherd wanted Town to continue to take the lead. Petito pointed out the TA could be a potential source of funding. Schmidt agreed with Cowherd that they needed to lead and fund the additional dumpsters.

Merck moved and Cowherd seconded a motion to fund two 3 yard dumpsters at Washington Gulch and one 6 yard dumpster to be placed at the Judd Falls/Copper Creek trailhead and to keep the dumpster at the 4 Way. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

#### **4) Discussion and Possible Action on the Installation of a New Sidewalk for Safe Routes to School on Belleview or Red Lady Avenue.**

Yerman separated the agenda item into what needed to be decided tonight and what would be discussed long-term. MacDonald focused the discussion on the location of the sidewalk. Yerman described Phase 1 that was proposed to happen this year. The next step would be community outreach. There was discussion on parking for residents on Belleview. Sally Hensley was present, and the school supported the proposal. She learned the intersection at 7<sup>th</sup> Street didn’t fail until pedestrians were present. Petito questioned decommissioning the existing sidewalk. Yerman highlighted the points of Phase 1. Reily agreed the Belleview sidewalk was the safest solution to get people to the Safe Routes to School sidewalk. The Council agreed that Staff should proceed to Phase 1.

#### **5) Amendment to the Construction Agreement with High Mountain Concepts for the Paradise Park Duplex Build.**

Yerman informed the Council that the first round of bids from subcontractors came back high. There was a \$28K increase in price per unit. Staff suggested Town proceed with three of the four duplexes while forgoing the Town employee rental build until 2019. MacDonald acknowledged the work of the Stocks. John Stock explained the increase in costs. Yerman didn’t want to delay breaking ground. He highlighted details of the contract. Cowherd wondered if Town could assist with the excavations. MacDonald said they could revisit with Public Works. There was a discussion on AMI as it related to the cost of the units. Haver questioned details on the cost of the materials.

Petito moved and Dujardin seconded a motion to amend the contract with High Mountain Concepts, LLC for \$1,720,222. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

#### **6) Discussion and Possible Action on Proceeding with the Paradise Park, Block 76, Affordable Housing Project in 2019.**

Yerman updated that they held a neighborhood meeting regarding the land use of Block 76. The original Verzuh annexation agreement required the entire build out of the remainder of Paradise Park Subdivision prior to the development of Block 76. Yerman reviewed the make-up of Block 76. The next community meeting would be August 15<sup>th</sup>. He described the upcoming timeline and associated costs. Yerman called the Council's attention to the letter to Lacy in the packet.

Cowherd moved and Dujardin seconded a motion to proceed with the letter asking Bill Lacy to amend the agreement. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

## **LEGAL MATTERS**

Sullivan said there were developments in the matter involving The Heights. They had a case management conference with Judge Patrick. He continued the case management conference and would revisit the issue once he ruled on the pending summary judgment motion. The case would be on hold until the ruling came out.

## **COUNCIL REPORTS AND COMMITTEE UPDATES**

### Will Dujardin

- Went to the Upper Gunnison River Water Conservancy District meeting.
- Attended a Colorado Communities for Climate Action steering committee meeting. There would be an updated policy agenda on the next Council meeting agenda.
- He provided an update from Mountain Express per Laura Mitchell. Since they moved to purchase a lot in Riverland Industrial Park, they were looking to completely move out of Town property. MacDonald said they were still trying to understand what the opportunities were.
- The storm water management plan came from QQ and had been sent to members. Dujardin stated it would be useful to develop.
- A citizen suggested stop lines and the word, stop, be incorporated at intersections.
- The July 2<sup>nd</sup> meeting developed into something that was disadvantageous. He advised that the Council prioritize jobs over concerts.

### Kent Cowherd

- Creative District had a successful Chalk Walk event.
- They developed a Creative District map.
- There was an art tour of public art in Vail as a part of the CML conference.
- The Creative District heard from Artists of the West Elks.
- Attended CPW meeting in Mt. Crested Butte.
- He would be attending DOLA Region 10 meeting this week.

### Chris Haver

- Went to Community Builders Taskforce meeting. One discussion was on community health. The Community Taskforce was moving forward with a

speaker on how to have difficult conversations. There would be another speaker and program on looking at problems and solutions.

- State of the Valley would be coming up.
- Went to Colorado Space Business Roundtable.

#### Paul Merck

- He expounded upon the Colorado Space Business Roundtable.
- Attended The Center for the Arts celebration for the donor, who helped them close their capital campaign.
- The STOR Committee was a good group. He was on a subcommittee for the trail from CB South to Mt. Crested Butte.
- Attended Mountain Theatre open house.

#### Jackson Petito

- He would attend the Gunnison Valley Housing Foundation meeting on Wednesday afternoon. They would talk about projects in Gunnison, as well as duplexes in Town and Block 76.

#### Jim Schmidt

- Attended The Center for the Arts celebration and the Mountain Theatre open house.
- At the Gunnison Valley Housing Authority meeting, they discussed the subcommittee that came from the OVPP conversation. The group felt that anyone who wanted to become involved in housing would be welcomed.
- They needed to have a definite pipeline of opportunities for the Housing Authority. He thought they should include the land at Brush Creek as a part of it.
- Attended Mayor/Managers meeting in Pitkin.
- The Upper Gunnison reported Blue Mesa was down 45 feet, but they didn't expect a major call on the reservoir.

### **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

- Schmidt said they needed to set up a review of the Town Manager.
- He agreed with Dujardin on the meeting and the concerts. Work sessions would be starting at 6PM and meetings at 7PM.
- Dujardin and Petito were appointed to review parking proposals.
- The Council decided to defer assigning a member to attend the ICElab dinner on October 18<sup>th</sup>.

### **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday*, August 7, 2018 - 6:00PM Work Session - 7:00PM Regular Council

- Monday, August 20, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, September 4, 2018 - 6:00PM Work Session - 7:00PM Regular Council

### **EXECUTIVE SESSION**

Schmidt read the reason for the Executive Session: to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a) at Long Lake.

Noel Durant, Executive Director of the Land Trust, was present for the first Executive Session.

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

Schmidt read the reason for the second Executive Session: for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) Regarding Affordable Housing Projects.

Dujardin moved and Petito seconded a motion to go into the second Executive Session. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into the first Executive Session at 11:36PM. The Council returned to open meeting at 11:59PM. Mayor Schmidt made the required announcement upon returning to open meeting.

The Council went into the second Executive Session at 11:59PM. The Council returned to open meeting at 12:17AM. Mayor Schmidt made the required announcement upon returning to open meeting.

### **ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 12:18AM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

August 7, 2018

**To:** Mayor and Town Council

**From:** Molly Minneman, Design Review and Historic Preservation Coordinator

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

**Subject:** A Resolution of the Crested Butte Town Council Authorizing the Board of Zoning and Architectural Review to Act as a Reviewing Entity for the State Income Tax Credit Program for Qualifying Rehabilitation Projects C.R.S. §39-22-514.5, as Amended

### Proposal:

Designate the Board of Zoning and Architectural Review (BOZAR) as the Town of Crested Butte's reviewing entity for the State Income Tax Credit Program for rehabilitation of qualified historic properties.

### Background:

The Town was listed on the National Register of Historic Places in 1974. In 1991, the Town was designated as a Certified Local Government (CLG) by the National Park Service, Department of the Interior with oversight by the Colorado Historic Society (now History Colorado) which enabled the Town to administer State Tax Credits for qualified historic properties. The BOZAR has been the reviewing entity for State Tax Credits since 1991.

### Discussion:

State Tax Credits originated as 'The Historic Preservation Tax Credit Act of 1990' (CRS 39-22-514) and offers a 20 percent tax credit for the rehabilitation of any qualified historic property. This law is set to expire on December 31, 2019.

The Colorado Job Creation and Main Street Revitalization Act of 2014 (CRS 39-22-514.5, as amended) offers a 20% – 30% credit for the rehabilitation of qualified residential properties that caps expenditures at \$50,000. This credit can be administered through Crested Butte's CLG program.

The Revitalization Act also offers 20% –25% tax credit for the rehabilitation of a qualified commercial (income-producing) property, with a \$1,000,000 cap of expenditures, and is administered through History Colorado. This law expires on December 31, 2029.

State Tax Credits assist in offsetting the costs of rehabilitating historic buildings in Town and throughout the state. Applications for rehabilitative work for the qualified historic buildings must be

vetted by the CLG for compliance with the Secretary of Interior Standards for Rehabilitation. If approved, the CLG has the authority to issue documentation for the tax credit. The credit may be taken for up to ten years.

RECOMMENDATION: Council member make a motion to approve Resolution No. 10, Series 2018 designating the Board of Zoning and Architectural Review as the reviewing entity for State Income Tax Credit Program for Qualified Rehabilitation Projects, as part of the Consent Agenda.

## RESOLUTION NO. 10

### SERIES 2018

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL  
AUTHORIZING THE BOARD OF ZONING AND  
ARCHITECTURAL REVIEW TO ACT AS A REVIEWING  
ENTITY FOR THE STATE INCOME TAX CREDIT PROGRAM  
FOR QUALIFYING REHABILITATION PROJECTS C.R.S. §39-  
22-514.5, AS AMENDED**

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

WHEREAS, the Crested Butte Town Council and the Board of Zoning and Architectural Review support the creation of incentives to assist in the preservation and protection of historically significant resources; and

WHEREAS, Colorado House Bill 14-1311 (C.R.S. § 39-22-514.5, as amended) was signed into law May 14, 2014, establishing tax credits for historic structures throughout the state; and

WHEREAS, Crested Butte, as a Certified Local Government, pursuant to the provisions of 54 U.S.C. § 3025, as amended, is eligible to review such rehabilitation tax credit projects as a reviewing entity as defined by C.R.S. § 39-22-514.5 (5.5) (c); and

WHEREAS, the provisions of C.R.S. § 39-22-514.5 (5.5) (c) require that each Certified Local Government adopt a resolution stating whether such Certified Local Government will act as a reviewing entity; and

WHEREAS, the Board of Zoning and Architectural Review, as the Town of Crested Butte’s official agency for the identification and protection of historic resources, endorses rehabilitation project reviews at the local level, providing an increased level of preservation service to our community.

WHEREAS, the Town staff has recommended to the Town Council that it designate the Board of Zoning and Architectural Review as the reviewing entity for State Income Tax Credit Program for Qualified Rehabilitation Projects; and

WHEREAS, the Town Council hereby finds that designating the Board of Zoning and Architectural Review as the reviewing entity for State Income Tax Credit Program for Qualified Rehabilitation Projects, is in the best interest of the Town.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO:**

Section 1. The Town hereby designates the Board of Zoning and Architectural Review, hereby agrees to act as a reviewing entity for the purposes C.R.S. § 39-22-514.5 and agrees to adhere to rules and requirements that may be promulgated as outlined in C.R.S. § 39-22-514.5 (5.5) (c).

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2018.

TOWN OF CRESTED BUTTE, COLOARDO

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

ATTEST:

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

## HOW CAN THE TAX CREDITS HELP ME?

Historic preservation tax credits lower your tax bill, which can increase your tax refund.

Preservation tax credits can be used to offset the cost of rehabilitating and restoring historic buildings.

## WHEN CAN I APPLY?

Applications for the residential state preservation tax credit are accepted year-round on a rolling basis. Applicants may apply at any time. Applicants are encouraged to apply before starting work or in the early stages of the rehabilitation project.

**Note:** Each building is limited to \$50,000 in credits over a ten-year period unless the building is sold to a new owner.

## WHAT TYPE OF PROPERTY IS ELIGIBLE?

	Property must be:
2014 state tax credit for residential properties	<ul style="list-style-type: none"> <li>» At least 50 years old</li> <li>» Locally landmarked or listed on the State Register</li> </ul>
2014 state tax credit for commercial properties	<ul style="list-style-type: none"> <li>» At least 50 years old</li> <li>» Locally landmarked or listed on the State Register</li> <li>» Income-producing</li> </ul>
1990 state tax credit*	<ul style="list-style-type: none"> <li>» At least 50 years old</li> <li>» Locally landmarked or listed on the State Register</li> </ul>

\*Applicants may apply for 1990 tax credits in lieu of the 2014 credit. Both cannot be used for the same project.

## HOW DO I CLAIM A TAX CREDIT?

1.  Submit Part 1 of the tax credit application to History Colorado or your Certified Local Government (CLG).\*\*
2.  History Colorado or your CLG will conduct a preliminary review of project materials and respond to your request.
3.  If your submitted Part 1 meets the requirements, History Colorado or your CLG will approve the proposed work.
4.  Submit Part 2 of the tax credit application.
5.  History Colorado or your CLG will conduct a detailed review and ensure your project follows the Standards for Rehabilitation.
6.  If your submitted Part 2 meets the requirements, History Colorado or your CLG will approve the work and you will receive your tax credit.

*\*\*For a list of CLGs, contact the History Colorado Office of Archaeology and Historic Preservation.*



### Want to learn more?

Contact History Colorado  
[hc\\_oahp@state.co.us](mailto:hc_oahp@state.co.us)  
 303/866-3392

[www.historycolorado.org/preservation-tax-credits](http://www.historycolorado.org/preservation-tax-credits)

CREATE *the* FUTURE.  
 HONOR *the* PAST.



	2014 CREDIT RESIDENTIAL	1990 CREDIT
<b>Eligible properties</b>	More than 50 years old, <i>and</i>	More than 50 years old, <i>and</i>
	Listed on State Register of Historic Properties or landmarked by a Certified Local Government (CLG)	Listed on State Register of Historic Properties or landmarked by a Certified Local Government (CLG)
<b>Eligible applicants</b>	Property Owner, <i>or</i>	Property Owner, <i>or</i>
	Tenant with lease of at least 5 years	Tenant with lease of at least 5 years
<b>Eligible projects</b>	Costs must exceed \$5,000	Costs must exceed \$5,000
	Project must meet the Secretary of the Interior's Standards	Project must meet the Secretary of the Interior's Standards
<b>Time limits</b>	<b>No time limit</b> Part 2 Applications must be submitted within <b>60 days</b> of project completion.	Project must be completed within 24 months (or 48 with a one-time extension) Part 2 must be submitted within <b>60 days</b> of project completion.
<b>Completed work</b>	Can be claimed if completed <b>within past 24 months</b> and documented if and only if Part 2 submission requirement is met.	Can be claimed if within <b>24 month</b> period and documented.
<b>Extent of tax savings</b>	<b>20%</b> of Qualified Rehabilitation Expenditures (QREs)	<b>20%</b> of Qualified Rehabilitation Expenditures (QREs)
<b>Disaster relief</b>	Additional <b>5% credit</b> for properties located in areas that have been designated as disaster areas within past 6 years	None
<b>Project cap</b>	<b>\$50,000</b> per property, but resets upon new ownership or after 10 years	<b>\$50,000</b> per property
<b>Credit availability</b>	No credit availability constraints	Subject to yearly state budget estimates
<b>Credit length</b>	Can be used for up to 10 years	Can be used for up to 10 years
<b>Allowable costs</b>	List of allowable expenditures (interior and exterior)	Qualified Rehabilitation Expenditures (QREs)
<b>Fees</b>	"Reasonable" Part 1 fee (may be waived for projects under \$15,000); No Part 2 fee	\$250 Part 1 fee (may be waived for projects under \$15,000) \$0-\$750 Part 2 fee
<b>Recapture</b>	No recapture of credits	Recapture plan if property sold within 5 years
<b>Transferability</b>	None; credits stay with owner	None; credits stay with owner

Learn more: [www.historycolorado.org/preservation-tax-credits](http://www.historycolorado.org/preservation-tax-credits)

**NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.**



HOUSE BILL 18-1190

BY REPRESENTATIVE(S) Esgar and McKean, Arndt, Becker K., Catlin, Covarrubias, Duran, Hansen, Hooton, Lawrence, Liston, McLachlan, Michaelson Jenet, Rankin, Reyher, Roberts, Rosenthal, Singer, Thurlow, Winter, Bridges, Buckner, Coleman, Exum, Garnett, Gray, Herod, Jackson, Kennedy, Kraft-Tharp, Lontine, Melton, Pettersen, Salazar, Valdez, Wilson, Young;  
also SENATOR(S) Tate and Garcia, Coram, Crowder, Donovan, Fenberg, Grantham, Martinez Humenik, Priola, Guzman, Kerr.

CONCERNING MODIFICATIONS TO THE "COLORADO JOB CREATION AND MAIN STREET REVITALIZATION ACT".

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, **amend** 39-22-514.5 as follows:

**39-22-514.5. Tax credit for qualified costs incurred in preservation of historic structures - short title - definitions.** (1) **Short title.** ~~This section is known and may be cited as~~ THE SHORT TITLE OF THIS SECTION IS the "Colorado Job Creation and Main Street Revitalization Act".

(2) **Definitions.** As used in this section, unless the context otherwise

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*Capital letters or bold & italic numbers indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.*

requires:

(a) (I) "Certified historic structure" means a property located in Colorado that has been certified by the historical society or other reviewing entity because it has been:

~~(H)~~ (A) Listed individually ON, or as a contributing property in a district included within, the national register of historic places;

~~(H)~~ (B) Listed individually ON, or as a contributing property in a district that is included within, the state register of historic properties pursuant to the provisions of article 80.1 of title 24; ~~C.R.S.~~; OR

~~(H)~~ ~~Designated as a landmark by a certified local government; or~~

~~(IV)~~ (C) Listed INDIVIDUALLY BY, OR as a contributing property within a designated historic district of, a certified local government.

(II) "CERTIFIED HISTORIC STRUCTURE" MAY BE EITHER A RESIDENTIAL OR COMMERCIAL STRUCTURE.

(b) "Certified local government" means any local government that has been certified by the historical society pursuant to ~~16 U.S.C. sec. 470a (c)(1), as amended~~ IN ACCORDANCE WITH FEDERAL LAW.

(c) "Certified rehabilitation" means repairs or alterations to a certified historic structure that have been certified by the historical society or other reviewing entity as meeting the standards for rehabilitation of the United States secretary of the interior.

(d) "Contributing property" means property that adds to the sense of time, place, and historical development of a historic district as determined by the historical society or other reviewing entity.

(d.3) "DENVER METROPOLITAN AREA" MEANS ALL OF THE LAND AREA WITHIN THE BOUNDARIES OF THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, AND JEFFERSON, ALL OF THE AREA WITHIN THE BOUNDARIES OF THE CITY AND COUNTY OF BROOMFIELD AND THE CITY AND COUNTY OF DENVER, AND ALL OF THE AREA WITHIN THE BOUNDARIES OF THE COUNTY OF DOUGLAS; EXCEPT THAT THE AREA WITHIN THE BOUNDARIES OF THE TOWN OF CASTLE ROCK AND THE AREA WITHIN THE BOUNDARIES OF THE

TOWN OF LARKSPUR IN THE COUNTY OF DOUGLAS SHALL NOT BE INCLUDED IN SUCH AREA.

(e) "Department" means the Colorado department of revenue or any successor entity.

(f) "Designated" means established by local preservation ordinance.

(g) "Historical society" means the state historical society of Colorado, also known as history Colorado, or any successor entity.

(g.5) "MUNICIPALITY" HAS THE SAME MEANING AS SPECIFIED IN SECTION 31-1-101 (6) AND ALSO INCLUDES ANY UNINCORPORATED AREA OF A COUNTY, INCLUDING WITHOUT LIMITATION AN UNINCORPORATED COMMUNITY OR A CENSUS-DESIGNATED PLACE.

(h) "Office" means the Colorado office of economic development or any successor entity.

(i) "Owner" means any taxpayer filing a state tax return or any entity that is exempt from federal income taxation pursuant to section 501 (c) of the internal revenue code, as amended, that owns:

(I) Title to a qualified structure;

(II) Prospective title to a qualified structure in the form of a purchase agreement or an option to purchase;

(III) A leasehold interest in a qualified commercial structure for a term of not less than thirty-nine years; ~~or~~

(III.5) A LEASEHOLD INTEREST IN A QUALIFIED COMMERCIAL STRUCTURE THAT IS LOCATED IN A RURAL COMMUNITY FOR A TERM OF NOT LESS THAN FIVE YEARS; OR

(IV) A leasehold interest in a qualified residential structure for a term of not less than five years.

(j) "Qualified commercial structure" means an income producing or commercial property located in Colorado that is:

(I) At least fifty years old; and

(II) (A) Listed individually ON, or as a contributing property in a district included within, the state register of historic properties pursuant to article 80.1 of title 24; ~~C.R.S.~~; OR

(B) ~~Designated as a landmark by a certified local government; or~~

(C) Listed INDIVIDUALLY BY, OR as a contributing property that is included within a designated historic district of, a certified local government.

(k) "Qualified rehabilitation expenditures" means:

(I) With respect to a qualified commercial structure, any expenditure as defined under section 47 (c)(2)(A) of the internal revenue code, as amended, and the related regulations thereunder; and

(II) With respect to a qualified residential structure, exterior improvements and interior improvements undertaken to restore, rehabilitate, or preserve the historic character of a qualified property that meet the standards for rehabilitation of the United States secretary of the interior as adopted by the historical society or the certified local government pursuant to federal law. As used in this ~~subparagraph (H)~~ SUBSECTION (2)(k)(II), "exterior improvements" is limited to any one or more of the following: roof replacement or repair; exterior siding replacement or repair; masonry repair, re-pointing, or replacement; window repair or replacement; door repair or replacement; woodwork and trim repair or replacement; foundation repair or replacement; and excavation costs associated with foundation work. As used in this ~~subparagraph (H)~~ SUBSECTION (2)(k)(II), "interior improvements" is limited to one or more of the following: electrical repairs and upgrades; plumbing repairs and upgrades; heating, venting, and air conditioning repairs and upgrades; repair of existing interior walls, CEILINGS, and finishes; repair or replacement of existing woodwork and trim; insulation; refinishing or replacing historic floor materials in-kind, excluding carpeting; and reconstructing missing historic elements when there is sufficient historical documentation to guide the reconstruction.

(l) "Qualified residential structure" means a nonincome producing and owner-occupied residential property located in Colorado that is:

(I) At least fifty years old; and

(II) (A) Listed individually ON, or as a contributing property in a district included within, the state register of historic properties pursuant to article 80.1 of title 24; ~~C.R.S.~~; OR

(B) ~~Designated as a landmark by a certified local government; or~~

(C) Listed INDIVIDUALLY BY, OR as a contributing property that is included within a designated historic district of, a certified local government.

(m) "Qualified structure" means a structure that satisfies the definition of either a qualified residential structure or a qualified commercial structure.

(n) "Rehabilitation plan" means construction plans and specifications for the proposed rehabilitation of a qualified structure that is in sufficient detail to enable the office or the reviewing entity, as applicable, to evaluate whether the structure is in compliance with the standards developed under subsection (4) of this section.

(o) "Reviewing entity" means:

(I) A certified local government that has decided pursuant to ~~subsection (10)~~ SUBSECTION (5.5)(c) of this section to perform the duties specified under this section; or

(II) The historical society if the qualified residential structure either is not located within the territorial boundaries of any certified local government or is located within the territorial boundaries of a certified local government that has decided pursuant to ~~subsection (10)~~ SUBSECTION (5.5)(c) of this section not to perform the duties specified under this section.

(o.5) "RURAL COMMUNITY" MEANS:

(I) A MUNICIPALITY WITH A POPULATION OF LESS THAN FIFTY THOUSAND PEOPLE THAT IS NOT LOCATED WITHIN THE DENVER METROPOLITAN AREA; OR

(II) AN UNINCORPORATED AREA OF ANY COUNTY THE TOTAL POPULATION OF WHICH COUNTY IS LESS THAN FIFTY THOUSAND PEOPLE THAT IS NOT LOCATED WITHIN THE DENVER METROPOLITAN AREA.

(p) "Substantial rehabilitation" means:

(I) With respect to a qualified commercial structure:

(A) FOR TAX YEARS COMMENCING PRIOR TO JANUARY 1, 2020, rehabilitation for which the qualified rehabilitation expenditures exceed twenty-five percent of the owner's original purchase price of the qualified commercial structure less the value attributed to the land; and

(B) FOR TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2020, REHABILITATION FOR WHICH THE QUALIFIED REHABILITATION EXPENDITURES ARE IN AN AGGREGATE AMOUNT OF AT LEAST TWENTY THOUSAND DOLLARS; AND

(II) With respect to a qualified residential structure, rehabilitation for which the qualified rehabilitation expenditures exceed five thousand dollars.

(3) **General provisions.** For income tax years commencing on or after January 1, 2016, but prior to ~~January 1, 2020~~ JANUARY 1, 2030, there shall be allowed a credit with respect to the income taxes imposed pursuant to this ~~article~~ ARTICLE 22 to each owner of a qualified structure that complies with the requirements of this section.

(4) **Development of standards for approval of commercial or residential rehabilitation projects.** (a) The office, in consultation with the historical society, shall develop standards for the approval of the substantial rehabilitation of qualified COMMERCIAL structures for which a tax credit under this section is being claimed. The standards must consider whether the substantial rehabilitation of a qualified COMMERCIAL structure is consistent with the standards for rehabilitation adopted by the United States department of the interior.

(b) THE HISTORICAL SOCIETY SHALL DEVELOP STANDARDS FOR THE APPROVAL OF THE SUBSTANTIAL REHABILITATION OF QUALIFIED RESIDENTIAL STRUCTURES FOR WHICH A TAX CREDIT UNDER THIS SECTION

IS BEING CLAIMED. THE STANDARDS MUST CONSIDER WHETHER THE SUBSTANTIAL REHABILITATION OF A QUALIFIED RESIDENTIAL STRUCTURE IS CONSISTENT WITH THE STANDARDS FOR REHABILITATION ADOPTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR.

**(5) Submission by owner of application and rehabilitation plan.**

(a) The owner shall submit an application and rehabilitation plan to EITHER the office for a qualified commercial structure or to the reviewing entity for a qualified residential structure, along with an estimate of the qualified rehabilitation expenditures under the rehabilitation plan. The owner, at the owner's own risk, may incur qualified rehabilitation expenditures no earlier than twenty-four months prior to the submission of the application and rehabilitation plan but only if satisfactory documentation is submitted to the office or the reviewing entity, as applicable, indicating the condition of the qualified structure prior to commencement of the rehabilitation, including but not limited to photographs of the qualified structure and written declarations from persons knowledgeable about the qualified structure. ~~In connection with any application submitted on or after July 1, 2015, any expenses the owner incurs before July 1, 2015, shall not be counted towards the owner's qualified rehabilitation expenditures.~~ An owner may submit an application and rehabilitation plan and may commence rehabilitation before the property:

(I) Is listed individually ON, or as a contributing property in a district included within, the national register of historic places;

(II) Is listed individually ON, or as a contributing property in a district included within, the state register of historic properties pursuant to article 80.1 of title 24; ~~C.R.S.~~; OR

~~(III) Has been designated as a landmark by a certified local government; or~~

(IV) Is listed INDIVIDUALLY BY, OR as a contributing property within a designated historic district of, a certified local government.

(b) Notwithstanding the provisions of ~~paragraph (a) of this subsection (5)~~ SUBSECTION (5)(a) OF THIS SECTION, an owner may incur qualified rehabilitation expenditures at the owner's own risk.

(c) Within ninety days after receipt of the application and rehabilitation plan, the office and the historical society, in the case of a qualified commercial structure, and the reviewing entity, in the case of a qualified residential structure, shall notify the owner in writing if the rehabilitation plan is preliminarily determined to be a certified rehabilitation.

**(5.5) Issuance of tax credit certificate for qualified residential structures - rules.** (a) (I) FOLLOWING THE COMPLETION OF A REHABILITATION OF A QUALIFIED RESIDENTIAL STRUCTURE, THE OWNER SHALL NOTIFY THE REVIEWING ENTITY THAT THE REHABILITATION HAS BEEN COMPLETED AND SHALL CERTIFY THAT THE QUALIFIED REHABILITATION EXPENDITURES INCURRED IN CONNECTION WITH THE REHABILITATION PLAN. THE OWNER SHALL ALSO PROVIDE THE REVIEWING ENTITY WITH A COST AND EXPENSE CERTIFICATION FOR THE TOTAL QUALIFIED REHABILITATION EXPENDITURES AND THE TOTAL AMOUNT OF TAX CREDITS FOR WHICH THE OWNER IS ELIGIBLE. THE REVIEWING ENTITY SHALL REVIEW THE DOCUMENTATION OF THE REHABILITATION AND VERIFY ITS COMPLIANCE WITH THE REHABILITATION PLAN. EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (5.5)(a)(II) OF THIS SECTION, WITHIN NINETY DAYS AFTER RECEIPT OF THE FOREGOING DOCUMENTATION FROM THE OWNER THE REVIEWING ENTITY SHALL ISSUE A TAX CREDIT CERTIFICATE IN AN AMOUNT EQUAL TO TWENTY PERCENT OF THE ACTUAL QUALIFIED REHABILITATION EXPENDITURES; EXCEPT THAT THE AMOUNT OF THE TAX CREDIT CERTIFICATE SHALL NOT EXCEED FIFTY THOUSAND DOLLARS FOR EACH QUALIFIED RESIDENTIAL STRUCTURE, WHICH AMOUNT IS TO BE CALCULATED OVER A TEN-YEAR ROLLING PERIOD THAT COMMENCES WITH EACH CHANGE IN OWNERSHIP OF THE QUALIFIED RESIDENTIAL STRUCTURE.

(II) FOR INCOME TAX YEARS COMMENCING PRIOR TO JANUARY 1, 2030, WITH RESPECT TO A QUALIFIED RESIDENTIAL STRUCTURE LOCATED IN AN AREA THAT THE PRESIDENT OF THE UNITED STATES HAS DETERMINED TO BE A MAJOR DISASTER AREA UNDER SECTION 102 (2) OF THE FEDERAL "ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT", 42 U.S.C. SEC. 5121 ET SEQ., OR THAT IS LOCATED IN AN AREA THAT THE GOVERNOR HAS DETERMINED TO BE A DISASTER AREA UNDER THE "COLORADO DISASTER EMERGENCY ACT", PART 7 OF ARTICLE 33.5 OF TITLE 24, THE AMOUNT OF THE TAX CREDIT SPECIFIED IN SUBSECTION (5.5)(a)(I) OF THIS SECTION IS INCREASED TO TWENTY-FIVE PERCENT FOR AN APPLICATION THAT IS FILED WITHIN SIX YEARS AFTER THE DISASTER DETERMINATION.

(III) FOR INCOME TAX YEARS COMMENCING ON AND AFTER JANUARY 1, 2020, WITH RESPECT TO A QUALIFIED RESIDENTIAL STRUCTURE LOCATED IN A RURAL COMMUNITY, THE AMOUNT OF THE TAX CREDIT SPECIFIED IN SUBSECTION (5.5)(a)(I) OF THIS SECTION IS INCREASED TO THIRTY-FIVE PERCENT FOR AN APPLICATION THAT IS PROPERLY FILED IN ACCORDANCE WITH THIS SECTION.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, A TAXPAYER MAY CLAIM THE BENEFITS OFFERED BY EITHER SUBSECTION (5.5)(a)(II) OR (5.5)(a)(III) OF THIS SECTION BUT SHALL NOT CLAIM THE BENEFITS OFFERED BY BOTH SUBSECTIONS (5.5)(a)(II) AND (5.5)(a)(III) OF THIS SECTION.

(c) FOR THE PURPOSES OF THIS SECTION, A CERTIFIED LOCAL GOVERNMENT MAY ACT AS A REVIEWING ENTITY ONLY FOR A QUALIFIED RESIDENTIAL STRUCTURE. EACH CERTIFIED LOCAL GOVERNMENT SHALL ADOPT A RESOLUTION OR ORDINANCE STATING WHETHER THE GOVERNMENT WILL ACT AS A REVIEWING ENTITY FOR THE PURPOSES OF THIS SECTION. THE LOCAL GOVERNMENT SHALL SEND A COPY OF THE RESOLUTION OR ORDINANCE TO THE HISTORICAL SOCIETY. ANY CERTIFIED LOCAL GOVERNMENT THAT DECIDES TO ACT AS A REVIEWING ENTITY FOR THE PURPOSES OF THIS SECTION SHALL PERFORM ALL DUTIES AND RESPONSIBILITIES IN CONNECTION WITH A CERTIFIED REHABILITATION THAT RECEIVES PRELIMINARY APPROVAL FROM SUCH ENTITY. THE HISTORICAL SOCIETY SHALL PROMULGATE RULES ON STANDARDS AND REPORTING, IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, AS IT DEEMS NECESSARY TO FACILITATE THE EFFECTIVE IMPLEMENTATION OF THIS SUBSECTION (5.5)(c).

(d) IN THE CASE OF A QUALIFIED RESIDENTIAL STRUCTURE, THE REVIEWING ENTITY MAY IMPOSE A REASONABLE APPLICATION FEE.

(e) THE HISTORICAL SOCIETY SHALL PROMULGATE ANY AND ALL RULES NECESSARY TO FURTHER IMPLEMENT THE TAX CREDITS TO BE CLAIMED FOR THE SUBSTANTIAL REHABILITATION OF QUALIFIED RESIDENTIAL STRUCTURES UNDER THIS SECTION. ANY RULES MUST BE PROMULGATED IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24.

(f) BY MARCH 15, 2019, AND ON A QUARTERLY BASIS THEREAFTER, THE HISTORICAL SOCIETY SHALL PROVIDE A REPORT TO THE DEPARTMENT SPECIFYING THE OWNERSHIP OF TAX CREDITS TO BE CLAIMED FOR THE REHABILITATION OF QUALIFIED RESIDENTIAL STRUCTURES UNDER THIS

SECTION COVERING THE PERIOD SINCE THE LAST REPORT. THE HISTORICAL SOCIETY SHALL SHARE WITH THE DEPARTMENT ALL NECESSARY INFORMATION ABOUT THE TAX CREDIT CREATED BY THIS SECTION TO ENABLE THE HISTORICAL SOCIETY AND THE DEPARTMENT TO PROPERLY ADMINISTER THE TAX CREDIT.

**(6) Application and issuance fees for qualified commercial structures.** (a) For a qualified commercial structure FOR WHICH THE AMOUNT OF TAX CREDIT REQUESTED UNDER THIS SECTION IS TWO HUNDRED FIFTY THOUSAND DOLLARS OR MORE, the office may impose a reasonable application fee that does not exceed five hundred dollars. FOR A QUALIFIED COMMERCIAL STRUCTURE FOR WHICH THE AMOUNT OF TAX CREDIT REQUESTED UNDER THIS SECTION IS LESS THAN TWO HUNDRED FIFTY THOUSAND DOLLARS, THE OFFICE MAY IMPOSE A REASONABLE APPLICATION FEE THAT DOES NOT EXCEED TWO HUNDRED FIFTY DOLLARS.

~~(b) Notwithstanding any other provision of this section, the office shall not impose an application fee under paragraph (a) of this subsection (6) for a project for which the amount of tax credit requested under this section is two hundred fifty thousand dollars or less.~~

(c) The office may impose on the owner a reasonable issuance fee of up to three percent of the amount of the tax credit issued, which must be paid before the tax credit is issued to the owner. With respect to both an application fee and an issuance fee, the office shall share on an equal basis any such fees collected with the historical society and the department. Moneys collected from such fees must be applied to the administration of the tax credit created by this section.

~~(d) In the case of a qualified residential structure, the reviewing entity may impose a reasonable application fee. However, the reviewing entity may reduce or eliminate the application fee if the qualified rehabilitation expenditures for the project are less than fifteen thousand dollars.~~

**(7) Reservation of tax credits for qualified commercial structures.** (a) In the case of a qualified commercial structure, a reservation of tax credits is permitted in accordance with the provisions of this subsection (7). The office and the historical society shall review the application and rehabilitation plan for a qualified commercial structure to

determine that the information contained in the application and plan is complete. If the office and the historical society determine that the application and rehabilitation plan are complete, the office shall reserve for the benefit of the owner an allocation of a tax credit as provided in ~~paragraph (a) of subsection (12)~~ SUBSECTION (12)(a) of this section and the office shall notify the owner in writing of the amount of the reservation. The reservation of tax credits does not entitle the owner to an issuance of any tax credits until the owner complies with all of the other requirements specified in this section for the issuance of the tax credit. The office must reserve tax credits in the order in which it receives completed applications and rehabilitation plans. The office shall issue any such reservation of tax credits authorized by this subsection (7) within a reasonable time, not to exceed ninety days after the filing of a completed application and rehabilitation plan. The office shall ~~use a lottery process to determine the order in which it will review applications and plans received by the office on the same day~~ STAMP EACH COMPLETED APPLICATION AND PLAN WITH THE DATE AND TIME IT RECEIVES THE APPLICATION AND PLAN AND SHALL REVIEW A PLAN AND APPLICATION ON THE BASIS OF THE ORDER IN WHICH SUCH DOCUMENTS WERE SUBMITTED BY DATE AND TIME. The office shall only review an application and plan submitted in connection with a property for which a property address, legal description, or other specific location is provided in the application and plan. The owner shall not request the review of another property for approval in the place of the property that is the subject of the application and plan. Any application and plan disapproved by the office will be removed from the review process, and the office shall notify the owner in writing of the decision to remove the property from the review process. Disapproved applications and plans lose their priority in the review process. An owner may resubmit a disapproved application and plan, but such resubmitted application and plan is deemed to be a new submission for purposes of the priority procedures described in this ~~paragraph (a)~~. ~~The office may charge~~ THIS SUBSECTION (7)(a). IF A RESUBMITTED APPLICATION AND PLAN ARE SUBMITTED, THE OFFICE MAY CHARGE a new application fee in an amount specified in accordance with subsection (6) of this section.

(a.5) IN THE CASE OF ANY PROJECT FOR A QUALIFIED COMMERCIAL STRUCTURE THE QUALIFIED REHABILITATION EXPENDITURES FOR WHICH AMOUNT TO LESS THAN FIFTY THOUSAND DOLLARS, IF THE TOTAL NUMBER OF APPLICATIONS FOR SUCH PROJECTS THAT ARE RECEIVED BUT NOT RESERVED REACH FIFTEEN IN NUMBER, THE OFFICE MAY SUSPEND THE SUBMISSION OF ADDITIONAL APPLICATIONS FOR SUCH PROJECTS UNTIL SUCH

TIME AS THESE FIFTEEN PROJECTS HAVE BEEN DULY RESERVED OR DISAPPROVED. THE NOTIFICATION PERIOD THAT IS SPECIFIED IN SUBSECTION (5)(a)(IV)(C) OF THIS SECTION IS EXTENDED TO ONE-HUNDRED TWENTY DAYS AFTER RECEIPT OF THE APPLICATION AND REHABILITATION PLAN FOR THESE FIFTEEN PROJECTS. ANY APPLICATION FOR A QUALIFIED COMMERCIAL STRUCTURE THE QUALIFIED REHABILITATION EXPENDITURES FOR WHICH AMOUNT TO FIFTY THOUSAND OR MORE DOLLARS IS NOT SUBJECT TO THIS SUBSECTION (a.5).

(b) If, for any calendar year, the aggregate amount of reservations for tax credits the office has approved is equal to the total amount of tax credits available for reservation during that calendar year, the office shall notify all owners who have submitted applications and rehabilitation plans then awaiting approval or submitted for approval after the calculation is made that no additional approvals of applications and plans for reservations of tax credits will be granted during that calendar year and the office shall additionally notify the owner of the priority number given to the owner's application and plan then awaiting approval. The applications and plans will remain in priority status for two years from the date of the original application and plan and will be considered for reservations of tax credits in the priority order established in this subsection (7) in the event that additional credits become available resulting from the rescission of approvals under ~~paragraph (a) of subsection (8)~~ SUBSECTION (8)(a) of this section or because a new allocation of tax credits for a calendar year becomes available.

(c) Notwithstanding any other provision of this section, this subsection (7) does not apply to a qualified residential structure because no reservation of tax credits is necessary in the case of a qualified residential structure.

**(8) Deadline for incurring specified amount of estimated costs of rehabilitation - proof of compliance - audit of cost and expense certification - issuance of tax credit certificate - commercial structures.**

(a) ~~Any owner receiving a reservation of tax credits under paragraph (a) of subsection (7) of this section shall commence rehabilitation of the qualified commercial structure, if rehabilitation has not previously begun, within one year after the date of issuance of the written notice from the office to the owner granting the reservation of tax credits.~~ Any owner receiving such A reservation of tax credits UNDER SUBSECTION (7)(a) of this section shall

incur not less than twenty percent of the estimated costs of rehabilitation contained in the application and rehabilitation plan not later than eighteen months after the date of issuance of the written notice from the office to the owner granting the reservation of tax credits. Any owner receiving a reservation of tax credits shall submit evidence of compliance with the provisions of this ~~paragraph (a)~~ SUBSECTION (8)(a). If the office determines that an owner has failed to comply with the requirements of this ~~paragraph (a)~~ SUBSECTION (8)(a), the office may rescind the issuance it previously gave the owner approving the reservation of tax credits and, if so, the total amount of tax credits made available for the calendar year for which reservations may be granted must be increased by the amount of the tax credits rescinded. The office shall promptly notify any owner whose reservation of tax credits has been rescinded and, upon receipt of the notice, the owner may submit a new application and plan for which the office may charge a new application fee in accordance with subsection (6) of this section.

(b) Following the completion of a rehabilitation of a qualified commercial structure, the owner shall notify the office that the rehabilitation has been completed and shall certify the qualified rehabilitation expenditures incurred by the owner under the rehabilitation plan. ~~In addition, the owner shall provide the office with a cost and expense certification, prepared by a licensed certified public accountant that is not affiliated with the owner, certifying the total qualified rehabilitation expenditures and the total amount of tax credits for which the owner is eligible. If the total amount of the anticipated tax credits to be issued the owner exceeds two hundred fifty thousand dollars;~~ COSTS AND EXPENSES. The cost and expense certification must be audited by a licensed certified public accountant THAT IS NOT AFFILIATED WITH THE OWNER. The office and the historical society shall review the documentation of the rehabilitation and the historical society shall verify that the documentation satisfies the rehabilitation plan. Within ninety days after receipt of such documentation from the owner, the office shall issue a tax credit certificate in an amount equal to the following subject to ~~paragraph (c) of this subsection (8)~~ SUBSECTION (8)(c) OF THIS SECTION:

(I) Twenty-five percent of the actual qualified rehabilitation expenditures that are less than two million dollars; plus

(II) Twenty percent of the actual qualified rehabilitation

expenditures in excess of two million dollars.

(c) Notwithstanding ~~paragraph (b) of this subsection (8)~~ SUBSECTION (8)(b) OF THIS SECTION:

(I) The total amount of the tax credit certificate issued for any particular project ~~must~~ SHALL not exceed the amount of the tax credit reservation issued for the project under ~~paragraph (a) of subsection (7)~~ SUBSECTION (7)(a) of this section;

(II) The amount of a tax credit certificate to be issued for any one qualified commercial structure ~~must~~ SHALL not exceed one million dollars in any one calendar year; and

(III) With respect to a certified historic structure that IS A QUALIFIED COMMERCIAL STRUCTURE THAT is located in an area that the president of the United States has determined to be a major disaster area under section 102 (2) of the federal "Robert T. Stafford Disaster Relief and Emergency Assistance Act", 42 U.S.C. sec. 5121 et seq., or that is located in an area that the governor has determined to be a disaster area under the "Colorado Disaster Emergency Act", part 7 of article 33.5 of title 24, ~~C.R.S.~~, the tax credit amounts specified in ~~subparagraphs (I) to (III) of paragraph (b) of this subsection (8)~~ SUBSECTIONS (8)(b)(I) AND (8)(b)(II) OF THIS SECTION must be increased as follows for an application that is filed within six years after the disaster determination:

(A) The twenty-five percent credit amount specified in ~~subparagraph (I) of paragraph (b) of this subsection (8)~~ SUBSECTION (8)(b)(I) OF THIS SECTION is increased to thirty percent; and

(B) The twenty percent credit amount specified in ~~subparagraph (II) of paragraph (b) of this subsection (8)~~ SUBSECTION (8)(b)(II) OF THIS SECTION is increased to twenty-five percent.

(IV) FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2020, WITH RESPECT TO A CERTIFIED HISTORIC STRUCTURE THAT IS A QUALIFIED COMMERCIAL STRUCTURE THAT IS LOCATED IN A RURAL COMMUNITY, THE TAX CREDIT AMOUNTS SPECIFIED IN SUBSECTIONS (8)(b)(I) TO (8)(b)(II) OF THIS SECTION MUST BE INCREASED AS FOLLOWS FOR AN APPLICATION THAT IS PROPERLY FILED IN ACCORDANCE WITH THIS SECTION:

(A) THE TWENTY-FIVE PERCENT CREDIT AMOUNT SPECIFIED IN SUBSECTION (8)(b)(I) OF THIS SECTION IS INCREASED TO THIRTY-FIVE PERCENT; AND

(B) THE TWENTY PERCENT CREDIT AMOUNT SPECIFIED IN SUBSECTION (8)(b)(II) OF THIS SECTION IS INCREASED TO THIRTY PERCENT. (d) If the amount of qualified rehabilitation expenditures incurred by the owner would result in an owner being issued an amount of tax credits that exceeds the amount of tax credits reserved for the owner under ~~paragraph (a) of subsection (7)~~ SUBSECTION (7)(a) OF THIS SECTION, the owner may apply to the office for the issuance of an amount of tax credits that equals the excess. The owner must submit its application for issuance of such excess tax credits on a form prescribed by the office. The office shall automatically approve the application, which it shall issue by means of a separate certificate, subject only to the availability of tax credits and the provisions concerning priority provided in ~~paragraph (a) of subsection (7)~~ SUBSECTION (7)(a) of this section.

~~(e) (I) Following the completion of a rehabilitation of a qualified residential structure, the owner shall notify the reviewing entity that the rehabilitation has been completed and shall certify that the qualified rehabilitation expenditures incurred in connection with the rehabilitation plan. The owner shall also provide the reviewing entity with a cost and expense certification certifying the total qualified rehabilitation expenditures and the total amount of tax credits for which the owner is eligible. The reviewing entity shall review the documentation of the rehabilitation and verify its compliance with the rehabilitation plan. Except as otherwise provided in subparagraph (II) of this paragraph (e), within ninety days after receipt of the foregoing documentation from the owner, the reviewing entity shall issue a tax credit certificate in an amount equal to twenty percent of the actual qualified rehabilitation expenditures; except that the amount of the tax credit certificate shall not exceed fifty thousand dollars for each qualified residential structure, which amount is to be calculated over a ten-year rolling period that commences with each change in ownership of the qualified residential structure.~~

~~(II) With respect to a qualified residential structure located in an area that the president of the United States has determined to be a major disaster area under section 102 (2) of the federal "Robert T. Stafford Disaster Relief and Emergency Assistance Act", 42 U.S.C. sec. 5121 et~~

~~seq., or that is located in an area that the governor has determined to be a disaster area under the "Colorado Disaster Emergency Act", part 7 of article 33.5 of title 24, C.R.S., the amount of the tax credit specified in subparagraph (f) of this paragraph (e) is increased to twenty-five percent for an application that is filed within six years after the disaster determination.~~

(f) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, A TAXPAYER MAY CLAIM THE BENEFITS OFFERED BY EITHER SUBSECTION (8)(c)(III) OR (8)(c)(IV) OF THIS SECTION BUT SHALL NOT CLAIM THE BENEFITS OFFERED BY BOTH SUBSECTIONS (8)(c)(III) AND (8)(c)(IV) OF THIS SECTION.

(9) **Filing tax credit certificate with income tax return.** In order to claim the credit authorized by this section, the owner shall file the tax credit certificate with the owner's state income tax return. The amount of the credit claimed that the owner may claim under this section is the amount stated on the tax credit certificate.

~~(10) For the purposes of this section, a certified local government may act as a reviewing entity only for a qualified residential structure. Each certified local government shall adopt a resolution or ordinance stating whether the government will act as a reviewing entity for the purposes of this section. The local government shall send a copy of the resolution or ordinance to the historical society. Any certified local government that decides to act as a reviewing entity for any given year for the purposes of this section shall perform all duties and responsibilities in connection with a certified rehabilitation that receives preliminary approval from such entity during the year.~~

(11) **Residential and commercial - carryforward - no refund to owner.** The entire tax credit to be issued under this section FOR EITHER A QUALIFIED RESIDENTIAL STRUCTURE OR A QUALIFIED COMMERCIAL STRUCTURE may be claimed by the owner in the taxable year in which the certified rehabilitation is placed in service. If the amount of the credit allowed under this section exceeds the amount of income taxes otherwise due on the income of the owner in the income tax year for which the credit is being claimed, the amount of the credit not used as an offset against income taxes in said income tax year may be carried forward as a credit against subsequent years' income tax liability for a period not to exceed ten years and will be applied to the earliest income tax years possible. Any amount of the credit that is not used after such period shall not be refunded

to the owner.

**(12) Limit on aggregate amount of all tax credits that may be reserved for qualified commercial structures - assignability and transferability of tax credits for qualified commercial structures.**

(a) Except as otherwise provided in this ~~section~~ SUBSECTION (12), the aggregate amount of all tax credits in any tax year that may be reserved FOR QUALIFIED COMMERCIAL STRUCTURES by the office upon the certification of all rehabilitation plans under ~~paragraph (a) of subsection (7)~~ SUBSECTION (7)(a) of this section FOR SUCH STRUCTURES must not exceed:

(I) For qualified commercial structures estimating qualified rehabilitation expenditures in the amount of two million dollars or less, two and one-half million dollars in the aggregate for the 2016 calendar year, ~~and~~ five million dollars in the aggregate for each of the 2017, 2018, and 2019 calendar years, in addition to the amount of any previously reserved tax credits that were rescinded under ~~paragraph (a) of subsection (8)~~ SUBSECTION (8)(a) of this section during the applicable calendar year;

(II) For qualified commercial structures estimating qualified rehabilitation expenditures in excess of two million dollars, two and one-half million dollars in the aggregate for the 2016 calendar year, ~~and~~ five million dollars in the aggregate for each of the 2017, 2018, and 2019 calendar years, in addition to the amount of any previously reserved tax credits that were rescinded under ~~paragraph (a) of subsection (8)~~ SUBSECTION (8)(a) of this section during the applicable calendar year;

(III) FOR QUALIFIED COMMERCIAL STRUCTURES ESTIMATING QUALIFIED REHABILITATION EXPENDITURES IN ANY AMOUNT, TEN MILLION DOLLARS IN THE AGGREGATE FOR EACH OF THE 2020 THROUGH 2029 CALENDAR YEARS, IN ADDITION TO THE AMOUNT OF ANY PREVIOUSLY RESERVED TAX CREDITS THAT WERE RESCINDED UNDER SUBSECTION (8)(a) OF THIS SECTION DURING THE APPLICABLE CALENDAR YEAR; EXCEPT THAT THE AGGREGATE AMOUNT OF THE TEN MILLION DOLLARS IN TAX CREDITS IN ANY TAX YEAR THAT MAY BE RESERVED BY THE OFFICE MUST BE EQUALLY SPLIT BETWEEN QUALIFIED COMMERCIAL STRUCTURES FOR WHICH THE ESTIMATED QUALIFIED REHABILITATION EXPENDITURES ARE EQUAL TO OR LESS THAN TWO MILLION DOLLARS AND QUALIFIED COMMERCIAL STRUCTURES FOR WHICH THE ESTIMATED QUALIFIED REHABILITATION EXPENDITURES ARE IN EXCESS OF TWO MILLION DOLLARS.

(b) Notwithstanding any other provision of this subsection (12), if the entirety of the allowable tax credit amount for any tax year is not requested and reserved under ~~subparagraphs (I) and (II) of paragraph (a)~~ SUBSECTION (12)(a) of this ~~subsection (12)~~ SECTION, the office may use any such unreserved tax credits in ~~issuing~~ RESERVING tax credits in another category for that same income tax year, and the office may also use any remaining unreserved tax credits for that tax year in ~~issuing~~ RESERVING tax credits in subsequent income tax years.

(c) Any tax credits issued under this section to a partnership, a limited liability company taxed as a partnership, or multiple owners of a property must be passed through to the partners, members, or owners, including any nonprofit entity that is a partner, member, or owner, respectively, on a pro rata basis or pursuant to an executed agreement among the partners, members, or owners documenting an alternate distribution method.

(d) Any tax credits issued under this section for a qualified commercial structure are freely transferable and assignable, subject to any notice and verification requirements to be determined by the office; except that the owner or a subsequent transferee may only transfer the portion of the tax credit that has neither been applied against the income tax imposed by this ~~article~~ ARTICLE 22 nor used to obtain a refund. Any transferee of a tax credit FOR A QUALIFIED COMMERCIAL STRUCTURE issued under this section may use the amount of tax credits transferred to offset against any other tax due under this ~~article~~ ARTICLE 22 or the transferee may freely transfer and assign all or any portion of the tax credits that have neither been applied against the income taxes imposed by this ~~article~~ ARTICLE 22 nor used to obtain a refund to any other person or entity, including an entity that is exempt from federal income taxation pursuant to section 501 (c) of the internal revenue code, as amended, and the other person or entity may freely transfer and assign all or any portion of the tax credits that have neither been applied against the income taxes imposed by this ~~article~~ ARTICLE 22 nor used to obtain a refund to any other person or entity. The tax credits may be transferred or assigned on multiple occasions until such time as the credit is claimed on a state tax return. The transferor and the transferee of the tax credits shall jointly file a copy of the written transfer agreement with the office within thirty days after the transfer. Any filing of the written transfer agreement with the office perfects the transfer. The office shall develop a system to track the transfers of tax credits and to

certify the ownership of tax credits. A certification by the office of the ownership and the amount of tax credits may be relied on by the department and the transferee as being accurate, and the office shall not adjust the amount of tax credits as to the transferee; except that the office retains any remedies it may have against the owner. The office ~~shall~~ MAY promulgate rules to permit verification of the ownership and amount of the tax credits; except that, any rules promulgated shall not unduly restrict or hinder the transfer of the tax credits. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, ONLY TAX CREDITS ISSUED UNDER THIS SECTION FOR A QUALIFIED COMMERCIAL STRUCTURE, AND NOT TAX CREDITS ISSUED UNDER THIS SECTION FOR A QUALIFIED RESIDENTIAL STRUCTURE, ARE FREELY TRANSFERABLE AND ASSIGNABLE IN ACCORDANCE WITH THIS SUBSECTION (12)(d).

~~(e) (I) Notwithstanding any other provision of this section, the aggregate amount of tax credits issued under this section must not exceed:~~

~~(A) For the tax year beginning January 1, 2016, five million dollars;~~

~~(B) For the tax year beginning January 1, 2017, ten million dollars;~~

~~(C) For the tax year beginning January 1, 2018, ten million dollars;~~

and

~~(D) For the tax year beginning January 1, 2019, ten million dollars.~~

~~(H) A tax credit authorized under this section may be earned before July 1, 2016, but the office shall not issue a tax credit under this section prior to July 1, 2016.~~

(13) **Appeal.** Any owner or any duly authorized representative of an owner may appeal any final determination made by the office, THE HISTORICAL SOCIETY, or the department, including, without limitation, any preliminary or final reservation, or any approval or denial, in accordance with the "State Administrative Procedure Act", article 4 of title 24. ~~C.R.S.~~ The owner or the owner's representative shall submit any such appeal within thirty days after receipt by the owner or the owner's representative of the final determination that is the subject of the appeal.

(14) **Deadline for submitting application and rehabilitation plan.**

Notwithstanding any other provision of this section, the tax credits authorized by this section for the substantial rehabilitation of a qualified structure are not available to an owner of a qualified structure that submits an application and rehabilitation plan after ~~December 31, 2019~~ DECEMBER 31, 2029. No action or inaction on the part of the general assembly has the effect of limiting or suspending the issuing of tax credits authorized by this section in any past or future income tax year with respect to a qualified structure if the owner of the structure submits an application and rehabilitation plan with the office on or prior to ~~December 31, 2019~~ DECEMBER 31, 2029, even if the qualified structure is placed into service after ~~December 31, 2019~~ DECEMBER 31, 2029. ANY TAX CREDITS THAT HAVE BEEN RESERVED FOR A QUALIFIED COMMERCIAL STRUCTURE IN ACCORDANCE WITH SUBSECTION (7)(a) OF THIS SECTION AND ANY APPLICABLE RULES PROMULGATED UNDER THIS SECTION PRIOR TO DECEMBER 31, 2029, MAY STILL BE ISSUED BY THE OFFICE THROUGH AND INCLUDING DECEMBER 31, 2032.

**(15) Report to the department - rules - qualified commercial structures.** ~~(a) The office shall, in consultation with the department, report to the general assembly by March 1, 2017, and by March 1, 2019, on the overall economic activity, usage, and impact to the state from the substantial rehabilitation of qualified structures for which tax credits have been allowed under this section.~~ On or before March 15, 2016, and on a quarterly basis thereafter, the office shall provide a report to the department specifying the ownership and transfers of tax credits FOR THE REHABILITATION OF QUALIFIED COMMERCIAL STRUCTURES under this section COVERING THE PERIOD SINCE THE LAST REPORT.

(b) The office, in consultation with the historical society, ~~shall~~ MAY promulgate any and all rules necessary to further implement THE TAX CREDITS TO BE CLAIMED FOR THE SUBSTANTIAL REHABILITATION OF QUALIFIED COMMERCIAL STRUCTURES UNDER this section and shall solicit advice from the department in promulgating rules for transfers OF SUCH TAX CREDITS. Any such rules must be promulgated in accordance with article 4 of title 24. ~~C.R.S.~~

(c) Notwithstanding any other provision of law, a taxpayer shall not claim a credit under this section in connection with the rehabilitation of a historic structure for which the taxpayer is also claiming a credit under section 39-22-514.

**SECTION 2. Effective date.** This act takes effect upon passage; except that section 39-22-514.5 (5.5)(a)(III) and (8)(c)(IV)(A), Colorado Revised Statutes, as enacted in section 1 of this act, takes effect January 1, 2020.

**SECTION 3. Safety clause.** The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

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Crisanta Duran  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

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Kevin J. Grantham  
PRESIDENT OF  
THE SENATE

---

Marilyn Eddins  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

---

Effie Ameen  
SECRETARY OF  
THE SENATE

APPROVED \_\_\_\_\_

---

John W. Hickenlooper  
GOVERNOR OF THE STATE OF COLORADO



## Staff Report

August 7, 2018

**To:** Mayor and Town Council

**Through:** Dara MacDonald, Town Manager

**From:** Janna Hansen, Parks and Recreation Director

**Subject:** Resolution No. 11, Series 2018 – Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.

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### **Background:**

Since 2015 the Crested Butte Film Festival (“Film Festival”), operating under the umbrella of the Center for the Arts, has rented the first floor of the Big Mine Warming House to conduct administrative operations leading up to and during the Film Festival. The Film Festival has once again requested use of that space for September 7 – October 4, 2018. The Town supports the use of Town owned buildings by non-profits and as such would be happy to have the Film Festival occupy that space again this year. Crested Butte Nordic occupies the second floor of the Warming House through the summer months and will occupy the downstairs space again in October after the Film Festival moves out. The lease agreement, insurance certificate, and fees will be under the Center for the Arts name. The proposed rental amount is \$275.22 based upon \$.40 per square foot per month.

### **Recommendation:**

Staff recommends approving Resolution No. 11, Series 2018.

**RESOLUTION NO. 11****SERIES NO. 2018****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE AGREEMENT WITH THE CENTER FOR THE ARTS FOR 620 2ND STREET, AKA BIG MINE WARMING HOUSE**

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

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

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

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

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

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

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST

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

(SEAL)

**EXHIBIT "A"**

**620 Second Street Lease Agreement (Center for the Arts)**

[attach form lease agreement here]

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this “Lease”), made and entered into this 7<sup>th</sup> day of August, **2018**, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the “Town”) and **CENTER FOR THE ARTS**, a Colorado nonprofit corporation (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

**WITNESSETH:**

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

1. **TERM:** This Lease shall commence as of September 7, 2018, and shall expire on October 4, 2018 (the “Term”). The Term of this lease may be extended only by a writing executed by the Town. The defined word “Term” as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

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

3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term, the sum of **\$275.22** for the term of the lease, based upon \$.40 per square foot per month, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee’s execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer. Lessee shall pay all charges for telephone, internet, television, trash and recycling removal and other such services.
5. **CHARACTER OF OCCUPANCY:**
  - (a) The Premises shall be occupied by Lessee for the purpose of conducting its administrative business for the Crested Butte Film Festival. Lessee shall at all times properly maintain the Premises, fixtures, and furnishings located therein, and at its sole cost make all necessary day-to-day repairs needed to preserve the interior walls, floor, ceiling, and doors of the Premises,

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

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

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

**15. ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS:** In

consideration for the Town leasing the Premises to Lessee, Lessee, its members, managers and officers (collectively, "Releasor/Idemnitor") hereby acknowledge and agree to the following:

(a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");

(b) Releasor/Idemnitor hereby waives any claims, and hereby releases, Releasee/Indemnatee against and from any and all Claims arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Releasee/Indemnatee; and

(c) Releasor/Idemnitor shall indemnify, defend and hold harmless Releasee/Indemnatee from and against any and all Claims of Releasor/Idemnitor, Releasee/Indemnatee or third parties, any of them, including, without limitation, employees, agents and contractors of Releasor/Idemnitor, Releasee/Indemnatee or any of their invitees, guests, trespassers or otherwise on the Subject Property, arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor, Releasee/Indemnatee or third parties

**16. TOWN NOT LIABLE:** Unless due to the gross negligence of the Town, the Town shall not be liable for any damage or injury which may be sustained by Lessee or any other person resulting from any reason or cause whatsoever, including, but not limited to, as a consequence of the failure, leakage or obstruction of the water, plumbing, steam, sewer, waste or sail pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical or heating systems, appliances; or by reason of the elements; or resulting from, either directly or indirectly, any act of Lessee or Lessee's agents, contractors, subcontractors, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or failure, beyond the reasonable control of the Town of any services to be furnished or supplied by the Town.

**17. INSURANCE:** (a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term "all-risk" property coverage naming the Town and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include , public liability, operations, property damage and personal injury, including death, with a minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$1,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law insuring the Town and Tenant, as their interests under this Lease appear, including, without

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

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

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

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

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

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

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

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

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

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

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

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

- 27. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
- 28. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary of advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
- 29. **NO WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
- 30. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
- 31. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.
- 32. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.

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

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

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

TOWN OF CRESTED BUTTE,  
Colorado home rule municipality

By: \_\_\_\_\_  
Dara MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

CENTER FOR THE ARTS

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

**EXHIBIT A**

**Premises**

2ND ST



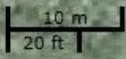
**Exhibit A**  
**Big Mine Warming House, 1st Floor**  
**620 2nd Street**  
**Crested Butte, CO 81224**

325503157011

325503156010

325503161001

325503160013



**Reports**

Parcel 62

**PARCEL INFORMATION TABLE**

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

**OWNERSHIP INFORMATION**

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

**VALUATION SUMMARY**

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

**LAST 2 SALES**

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

Parcel List

Legend

Measure

## CC4CA Policy Agenda 2018-2019 As Adopted by the Steering Committee June 28, 2018 For Final Sign-Off By Member Jurisdictions

Colorado Communities for Climate Action is a coalition of local governments advocating for policies that protect Colorado's climate for current and future generations. CC4CA's policy priorities for ~~2017-2018~~2018-2019 reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate. These steps would complement the strong local climate actions CC4CA members already have underway. ~~The policy agenda primarily includes specific policies to be undertaken by the state government, but CC4CA will also be active in 2017-2018 in advocating for federal actions.~~

### General Policy Principles

These general principles guide the specific policies for which Colorado Communities for Climate Action advocates:

CC4CA supports collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection.

CC4CA supports state and federal programs to reduce carbon pollution, including adequate and ongoing funding of those programs.

CC4CA supports analyses, financial incentives, and enabling policies for the development and deployment of clean energy technologies.

CC4CA supports locally driven, locally designed programs to support communities impacted by the clean energy transformation.

### Policy Positions

Colorado Communities for Climate Action supports the following policy positions:

#### *Local Climate Programs*

**1. Supports state-level actions to remove barriers and promote opportunities that allow counties and municipalities to maximize the deployment of local clean energy options.**

The deployment of local energy generation and technology will continue to be a critical component of Colorado communities' climate efforts. In many cases,

regulatory or legislative limitations exist that will need to be removed for communities to fully explore new local program options and technologies that can effectively reduce fossil fuel use, increase energy resilience, and support community values related to climate protection. For example, the integration of local renewable energy, storage technologies, and microgrids all support a local jurisdiction's ability to address the supply side of energy-related emissions.

**2. Supports requiring local governments with adopted building codes to include the ~~2015 or newer~~ most current or appropriate International Energy Conservation Code, or provisions substantially similar to it, in their building codes and to develop a process for updating the energy code on a regular basis.**

~~House Bill 07-1146, adopted in 2007, required cities and counties in Colorado with building codes to adopt and enforce a building energy code at least as stringent as the 2003 International Energy Conservation Code. That law was effective in stimulating local jurisdictions to adopt an up-to-date model energy code, but the 2003 IECC "floor" is now outdated, which could be remedied by amending the legislation to make the 2015 IECC the new minimum standard. The Southwest Energy Efficiency Project estimates that about More than 40 percent of energy consumed in the United States is tied to the use of buildings. Building codes, consequently, are among the most powerful tools available for reducing carbon pollution (and, not incidentally, saving money in both residential and commercial buildings). ~~new construction in the state is being built in jurisdictions where the 2015 IECC (or better) has been adopted. However, numerous jurisdictions in Colorado are still on the 2006 or 2009 IECC. As a result, new construction there is much less energy efficient than it could or should be. For instance, the Southwest Energy Efficiency Project SWEPP estimates the incremental cost for constructing building a new home that to meets the 2015 IECC versus the 2006 IECC is about \$2,400; with, relative to a home built to the 2006 IECC. The annual energy savings is worth about of \$390, this efficiency upgrade results in meaning~~ a six-year simple payback.~~

While some jurisdictions across Colorado are keeping up with changes to the International Energy Conservation Code, many communities have not done so. CC4CA supports the adoption of the most current IECC or amendments to older codes that have comparable energy efficiency and consumption impacts.

**3. Supports state government actions to enable local governments to obtain the energy use and other data they need to effectively address climate change.**

Local governments need convenient and consistent access to data that is essential for developing and administering local programs that address clean and efficient energy and reductions in heat-trapping emissions. For example, access to uniform data from electric and gas utilities is critical for implementing building energy use disclosure and benchmarking programs designed to make sure building owners,

tenants, and others can be fully informed about energy performance. Local governments also struggle to get consistent data regarding waste collection and disposal, oil and gas operations, and other sources of heat-trapping emissions. CC4CA supports state government actions and policies that lead to uniform systems for collection and distribution of data from investor-owned and public utilities that is easily accessible to local governments, while still protective of data privacy for residents and businesses.

### *State Climate-Specific Programs*

**4. Supports statutory codification of aggressive and enforceable goals to reduce net statewide heat-trapping emissions, including the goal of reducing emissions by more than 26 percent by 2025, compared to 2005 levels, as established by Governor John Hickenlooper through executive order, and including a further goal of reducing emissions by at least 80 percent by 2050, compared to 2005 levels.**

In July 2017, Governor Hickenlooper issued Executive Order D 2017-015. Among, which, among other things provisions, it set an official state goal of reducing statewide heat-trapping carbon pollution emissions by more than 26 percent by 2025, compared to 2005 levels. This would have Colorado do our share to fulfill the national commitment the United States made under the Paris Agreement. CC4CA has applauded the governor for his action, which provides an essential framework for shaping climate protection actions in Colorado. Meeting this goal would mean that Colorado achieved its share of the national commitment the United States made under the Paris Agreement.

CC4CA also supports an additional goal of reducing emissions by at least 80 percent by 2050, building on the goal set in 2008 by then-governor Bill Ritter, Jr., in Executive Order D 004 08. Meeting this goal would mean that This would have Colorado do our share to achieved its share of the global emission reductions which scientists say must be achieved or even exceeded to protect the climate from dangerous human interference.

CC4CA supports the codification of the state's emission reduction goals in statute, as other states have done, so that they remain the cornerstone of state climate protection actions over time, including following transitions from one governor to another.

**5. Supports legislative, regulatory, and administrative actions by the Colorado state government to achieve the state's emission reduction goals and to implement the Colorado Climate Plan, and requests an opportunity for meaningful, sustained engagement by CC4CA in developing those specific steps.**

~~In order to meet New concrete actions are necessary to achieve the state's emission reduction goals established by Governor Hickenlooper and implement the governor's to carry out the 2015 Colorado Climate Plan, the state will need to take additional action. The Colorado Climate Plan he released in 2015, which is a high-level overview document of state actions for adapting to future climate change impacts and reducing heat-trapping emissions carbon pollution. The governor and other state officials are now considering a new series of steps to develop concrete policy actions to meet the goals of the executive order and the general goals described in the plan.~~ CC4CA believes it essential that the state government provide an opportunity for meaningful, sustained collaboration with local governments in developing specific climate actions  ~~tied to this climate plan,~~ and proposes that representatives of CC4CA be included in that process. Following the July 2017 release of Governor Hickenlooper's executive order, CC4CA initiated a letter to the governor through which 75 local elected officials expressed support for the executive order and its goals and stated their readiness and willingness to help his administration shape and implement concrete, measurable actions that will be needed to meet these goals.

**6. Supports the development of a new forecast of future heat-trapping emissions reflecting Colorado laws and Colorado-specific information by the Colorado Department of Public Health and Environment, with input from local government and other stakeholders.**

The "Colorado Greenhouse Gas Inventory: 2014 Update Including Projections to 2020 & 2030," prepared by the Colorado Department of Public Health and Environment, includes a forecast of statewide emissions that utilizes federal Environmental Protection Agency nationwide assumptions about future emissions policies. As a result, the inventory does not reflect currently adopted Colorado laws and policies, such as our Renewable Energy Standard. Without this information, it is impossible to ~~ascertain tell~~ what progress Colorado is ~~making (or not) already on track to make—or not make—in in its effort to~~ reducing future heat-trapping emissions carbon pollution. CC4CA in July 2017 sent a letter to CDPHE recommending the development of a new Colorado inventory of ~~greenhouse gas heat-trapping~~ emissions that incorporates existing Colorado law and policy in order to more accurately track the state's progress in achieving its emissions reduction goals, and will continue working for that action.

**7. Supports a comprehensive market-based policy to reduce Colorado's heat-trapping emissions.**

Climate change is considered a market failure by economists, because it imposes huge costs on society—so-called external costs—that are not normally reflected in the prices of the goods and services causing the cost. To overcome this market failure, CC4CA supports an effort to internalize the costs, by putting a price on heat-trapping emissions and allowing that price to help drive emission reductions. Such a market-based approach could be undertaken at national, regional, or state levels,

and could take different forms. One approach would be a tax on ~~heat-trapping~~ [greenhouse gas](#) emissions. Another would be a cap-and-trade program that allows trading of limited emission rights that are sold and then could be traded to achieve economically efficient emission reductions. Examples ~~include are~~ the Regional Greenhouse Gas Initiative ~~covering ten in~~ northeastern U.S. states ~~and California's~~ [statewide cap-and-trade program](#).

### *Electricity Generation*

**8. Supports concrete state government actions to reduce emissions from the electricity sector in Colorado by at least 25 percent by 2025 and at least 35 percent by 2030, compared to 2012 levels, consistent with the goals established by Governor John Hickenlooper through executive order.**

Executive Order D 2017-015 establishes new state goals for reducing emissions from the electricity sector that are consistent with what ~~Colorado was considering the state had under consideration~~ to comply with the U.S. Environmental Protection Agency's Clean Power Plan under the Obama administration. CC4CA believes that greater emission reductions are possible than called for in the executive order and that further reductions are needed into mid-century, especially given the more ambitious targets that Xcel Energy has identified as achievable in its Colorado Energy Plan currently under consideration by the Public Utilities Commission. CC4CA supports concrete actions by the Colorado Public Utilities Commission ~~and/or~~ the Colorado Department of Public Health and Environment to ensure that ~~we achieve and exceed these goals~~ ~~new goals in the executive order are achieved,~~ ~~and to achieve greater reductions beyond them.~~

**9. Supports the ~~accelerated early decommissioning and~~ retirement of existing fossil fuel based generation facilities and their replacement with ~~cost-effective and reliable~~ clean energy supplies, through means that protect both utilities and consumers.**

CC4CA supports actions in Colorado to enable the early retirement of fossil-fuel based power plants and their replacement with clean energy sources, while protecting the economic interests of both the utilities owning the power plants and electricity customers.

~~CC4CA has previously In the Colorado General Assembly's 2017 session, CC4CA~~ supported legislation to allow refinancing of older, less efficient power plants, by way of ratepayer-backed bonding, that could make it possible to retire those plants in favor of newer, cleaner sources, while protecting the economic interests of both utilities and consumers. In August 2017, Xcel Energy and more than a dozen other entities (including the City of Boulder, a CC4CA member) announced an agreement to seek approval from the Public Utilities Commission of a proposal to retire two old, coal-fired generators at the Comanche power plant in Pueblo, to be replaced with newer energy sources with lower (or no) heat-trapping emissions. The

coalition said the proposal is predicated on the cost of the new energy sources meeting or beating the current cost of power from the power plants to be retired.

Across the nation, the generation of electricity is rapidly shifting from coal-fired power plants to less polluting plants, driven primarily by economic forces but sometimes also by governmental policies and actions, from climate action plans to new authority for refinancing existing plants. The shift to cleaner electricity generation is driving down [heat-trapping-greenhouse gas](#) emissions from that sector and holding down overall national emissions.

**10. Supports [preservation of the expanded](#) ability of electric cooperatives to independently purchase local renewable electricity, ~~consistent with the decisions of the Federal Energy Regulatory Commission that both direct and indirect restrictions on such ability are in violation of federal law.~~**

Tri-State Generation and Transmission Association, ~~first directly through attempts to impose contractual limitations and then indirectly through attempts to impose fees,~~ has tried to [prevent](#) ~~keep~~ its customer electric cooperatives from [being able to purchase](#) electricity generated from local renewable sources by other suppliers, [both directly through attempts to impose contractual limitations and](#) ~~In decisions involving Tri-State and Delta Montrose Electric Association, the Federal Energy Regulatory Commission has found these attempts to be in violation of the Public Utilities Regulatory Policy Act, which actually requires a coop to purchase such electricity, and has blocked Tri-State from blocking those purchases, either through direct contractual prohibitions or indirectly through~~ [attempts to impose the imposition of fees.](#) CC4CA supports preservation of the ability of coops to purchase non-polluting electricity, free from these or any similar limitations, as allowed under federal law and these FERC decisions. [In decisions involving Tri-State and Delta Montrose Electric Association, the Federal Energy Regulatory Commission has found these attempts to be in violation of the Public Utilities Regulatory Policy Act, which actually requires a coop to purchase such electricity, and has blocked Tri-State from preventing those purchases. CC4CA supports the ability of electric cooperatives to purchase non-polluting electricity free from these or any similar limitations.](#)

**11. Supports state legislation to incrementally increase the Renewable Energy Standard.**

Colorado's current Renewable Energy Standard requires electricity providers to obtain these minimum percentages of their power from renewable energy sources:

- Investor-owned utilities: 30 percent by 2020, of which 3 percent must come from distributed energy resources.
- Large rural electric cooperatives: 20 percent by 2020.
- Municipal utilities and small rural electric cooperatives: 10 percent by 2020.

This standard has been one of the most effective state policies in facilitating the transition from carbon-intensive fossil fuel electricity sources to renewable sources, and CC4CA supports giving consideration to incrementally increasing the standard for all three types of utilities.

**12. Supports state legislation to require the Public Utilities Commission to consider all environmental and health costs of the fuels used by investor-owned utilities to generate electricity.**

Electric utilities should be required to include the costs of ~~carbon pollution~~ ~~heat-trapping emissions~~ when developing their long-term integrated resource plans, as would have been required under a bill considered in the 2016 session of the Colorado General Assembly. The “social cost of carbon” is the economic cost of the impacts of ~~heat-trapping carbon pollution~~ ~~emissions~~, which can be used to compare the overall costs and benefits of alternative energy sources. Legislation requiring utilities to generate at least one scenario identifying the impacts of ~~heat-trapping emissions~~ ~~carbon pollution~~ would enable utilities, regulators, ratepayers, and others to better understand the true costs of different choices for electricity generation.

**13. Supports ~~state net metering policies that incentivize grid modernization policies and funding that support distributed generation installations, in ways that are consistent with current net metering policies, energy storage, high levels of renewable energy generation (distributed and utility-scale), and appropriate technologies.~~**

[A wide array of grid modernization policies and actions are available to utilities that can reduce energy consumption, better align availability of electricity to demand, expand renewable energy generation, and collectively reduce carbon pollution from the power generation sector \(while also improving reliability and reducing cost\). CC4CA supports policies and funding that result in these types of grid modernization efforts in Colorado.](#)

[Net metering is one example of a policy structure than can result in reduced greenhouse gas emissions, greater reliability for individual energy users and across the grid, improved grid resilience, and reduced cost for both utilities and electricity consumers. Participation and customer survey data demonstrate that metering, billing, and rate policies are important to utility customers who invest in distributed energy technologies.](#) Colorado’s current net metering policies allow electric customers who ~~make such~~ [invest in distributed energy technologies](#) ~~ments,~~ [primarily in the form of rooftop solar systems,](#) to net their solar energy production against their consumption. Available in [at least 403](#) states, this simple billing arrangement is one of the most important policies for encouraging rooftop solar and other on-site clean energy options. Net metering also helps foster the voluntary reduction of heat-trapping emissions, contributes to the reliability of the electricity supply and distribution systems, supports the residential and small-commercial renewable energy industry, and helps to more quickly replace coal-fired power

plants with cleaner sources of energy. In recent years utilities have sought approval from regulatory bodies in many states to either abandon or reduce net metering rates. ~~CC4CA supports Colorado's existing net-metering protocols, and opposes efforts to weaken or eliminate this important clean energy incentive.~~

CC4CA supports grid modernization policies like these and opposes efforts to weaken or eliminate them where they already exist.

### *Energy Efficiency*

**14. Supports legislative, regulatory, and administrative actions for electric utilities to achieve energy efficiency savings of 2 percent per year beyond 2020, building on the 2020 goal established by Governor Hickenlooper through executive order. Municipal and cooperative utilities should also adopt and achieve similar efficiency targets.**

In the 2017 session of the Colorado General Assembly, CC4CA supported HB 17-1227, which was enacted to extend an existing law, requiring regulated utilities to achieve electricity savings of ~~five~~<sup>5</sup> percent of retail sales from 2018–2028. Colorado utilities have already demonstrated that they can readily exceed this modest goal. The Southwest Energy Efficiency Project reports that from 2008–16 Xcel Energy and Black Hills Energy achieved 10 percent savings, well over ~~one~~<sup>1</sup> percent per year, with an overall benefit-to-cost ratio of more than two-to-one. ~~Colorado, and saving~~ households and businesses ~~saved~~ nearly \$1.4 billion net over that time period. Governor Hickenlooper's Executive Order D 2017-015 set a new goal to achieve ~~two~~<sup>2</sup> percent per year- energy efficiency by 2020, which is readily achievable and should be extended beyond that date.

**15. Supports ongoing and sustainable funding for the Weatherization Assistance Program.**

Low-income and vulnerable households spend a disproportionately large ~~percent~~age of their income on energy utility bills. The federal Weatherization Assistance Program was created in 1976 to address this problem. Administered here by the Colorado Energy Office, WAP provides funding to locally administered home weatherization programs to provide free weatherization services to Colorado's low-income residents in order to improve the energy efficiency of their homes. Colorado supplements its annual federal WAP allocation with state severance tax dollars, both of which can be volatile sources of revenue. A stable revenue stream for Colorado's eight WAP programs would support the dual goals of assisting families in reducing their energy bills while promoting safe, comfortable, and energy-efficient housing.

**16. Supports state enabling legislation to provide counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.**

Unlike their home rule municipal peers, Colorado counties and statutory cities and towns in many cases lack authority to adopt and implement energy conservation policies and programs. For example, only Colorado home rule cities have statutory authorization to enact energy conservation ordinances despite how effective they are for improving the energy efficiency and performance of existing residential and commercial buildings. Enabling legislation is needed to provide Colorado's counties and statutory cities and towns with the authority necessary to enact policies and programs that can support and promote energy conservation within their jurisdictions.

### *Transportation*

**17. Supports ~~Colorado's adoption of by the Colorado Air Quality Control Commission of California's motor vehicle emission standards, including requirements for low-emission and zero-emission vehicles, and collaborative efforts for effective implementation, that are equal to or exceed those already adopted by California as allowed by the federal Clean Air Act and as already done by many other states.~~**

The federal Clean Air Act provides authority for California to adopt its own stringent emission standards for new motor vehicles, if at least as stringent as federal standards, and for other states to adopt the California standards. Twelve states plus Washington, D.C., have adopted California's basic emission standards. These states represent about 35 percent of the nation's population and the same share of new motor vehicle sales. Also, nNine of these states have also adopted the specific California standards requiring manufacturers to achieve specified sales of zero tailpipe-emission vehicles (battery-only electric vehicles). CC4CA supports Colorado adopting the California vehicle standards, including those for zero-emission vehicles.

The separate California's vehicle standards have enjoyed unusual bipartisan support, including among Colorado's congressional delegation, both as an example of cooperative federalism among federal and state governments and as important for protecting the climate. A June 2017 letter to the Administrator of the U.S. Environmental Protection Agency supporting continuation of the EPA waivers under the Clean Air Act for the California standards was signed by Rep. Mike Coffman, Republican of Colorado, and Rep. Jared Polis, Democrat of Colorado, along with other Members of Congressmen of from both parties.

In recent years, the basic California standards have been synchronized with federal emission and fuel efficiency standards. However, Tthe Trump administration is now planning to weaken considering rolling back the federal standards, which would dramatically undermine Colorado's efforts to meet our statewide carbon pollution goals. make the California standards even more important in reducing heat-trapping emissions. Reducing emissions from the transportation sector, which has become

the sector responsible for the largest share of greenhouse gases, has to be a centerpiece of climate action in the state is increasingly important as emissions from electricity generation have fallen, and transportation is now the sector producing the most heat-trapping emissions.

At the urging of a wide range of interests across the state, including CC4CA, Governor Hickenlooper's June 2018 executive order (B 2018 006) directs the Colorado Department of Public Health and Environment to develop an advanced clean car standards rule and formally propose adoption of this rule by the Colorado Air Quality Control Commission. CC4CA supports Colorado adopting the California vehicle standards, including the so-called ZEV (zero-emissions vehicle) standards, and CC4CA supports the kinds of flexible approaches to implementing the ZEV standard here in Colorado that we have seen adopted in other ZEV states.

**18. Supports implementation of the Colorado Electric Vehicle Plan including new state government actions to accelerate incentives for the purchase and use of zero emission vehicles, and the development of the infrastructure needed to support the use of those vehicles across Colorado.**

Nationally, transportation has become the sector responsible for the most carbon pollution~~heat-trapping emissions~~. Colorado's recent population growth has led to a commensurate increase in vehicle miles traveled, which has overtaken the emissions reductions made possible through the increasing fuel efficiency of the statewide vehicle fleet. Electrification of light- and heavy-duty vehicles, as well as other emerging zero-emissions technologies, holds perhaps the greatest promise for emissions reductions in this sector. CC4CA supports legislative, regulatory, and administrative action to increase the adoption of electric vehicles by investing in electric vehicle charging stations, educating customers about EVs, and providing customer incentives. CC4CA also supports the current plan to ~~committing~~ a portion of Colorado's share of the Volkswagen emissions control violations settlement to the construction of electric vehicle charging infrastructure across Colorado, and adoption of the, ~~an expressly approved use of these funds, as CC4CA urged in comments it submitted to the state in 2016. CC4CA also supports Colorado adoption of the~~ California motor vehicle emission standards (see #17 above), including their provisions on sales of zero-emission vehicles.

#### *Fossil Fuel Extraction Activities*Methane

**19. Supports legislative, administrative, and regulatory actions to expand the monitoring of and additional Air Quality Control Commission action to reduce the full life cycle emissions from fossil fuel extractive industry activities of methane from oil and gas operations.**

The mining and extraction of fossil fuels can result in significant levels of carbon pollution. One primary culprit is methane. Methane has a much more potent (although shorter-lived but much more potent) heat-trapping effect than carbon

dioxide; ~~thus, and reducing-reducing~~ methane emissions is a highly effective way to buy ~~some~~ time ~~to implement for~~ more comprehensive actions to reduce ~~industry-wide~~ carbon dioxide emissions. ~~As one example, in In~~ 2014 Colorado ~~adopted rules to become the first state in the nation to~~ limit methane emissions from oil and gas operations ~~when the Air Quality Control Commission (AQCC) adopted rules that by~~ requiring oil and gas companies to find and fix methane leaks ~~in its extraction and delivery infrastructure. The rules also require industry to, as well as install technology that capture s emissions of both~~ methane and volatile organic compounds, ~~both of~~ which contribute to ground-level ozone pollution. ~~Pending is a decision by the AQCC, following an October 2017 hearing, on whether to adopt proposed revisions to these regulations to increase hydrocarbon emission reductions in the Denver Metro Area/North Front Range non-attainment area for inclusion in Colorado's state implementation plan to meet federal ground-level ozone air quality standards. The revisions, which would improve on existing requirements to control equipment leaks at natural gas processing plants and well production facilities, would also reduce methane emissions. The AQCC may also consider adopting similar requirements on facilities on a state-wide basis.~~

CC4CA supports legislative, administrative, and regulatory actions like these to reduce greenhouse gas emissions throughout the entire extraction and transportation processes involving raw fossil fuels. CC4CA also supports expanded monitoring of the full life cycle emissions from these activities.

### *Solid Waste Reduction*

#### **20. Supports adoption and implementation of a plan by the Colorado Department of Public Health and Environment to achieve the statewide waste diversion goals established by the Solid and Hazardous Waste Commission.**

Recycling and composting reduce emissions of both methane and carbon dioxide. Colorado has a low solid waste diversion rate of 19 percent, compared with the national average of ~~34~~ 45 percent. In August 2017, the Colorado Solid and Hazardous Waste Commission adopted new statewide and regional municipal solid waste diversion goals, including separate goals for 11 Front Range counties and for the remainder of the state for the years 2021, 2026, and 2036. Statewide, the goal is to increase the diversion rate to 45 percent by 2036. CC4CA supports CDPHE's efforts to increase solid waste diversion rates.

### *General*

#### **21. Supports the protections and authorities currently provided under environmental laws like the Clean Air Act and the Clean Water Act.**

Protecting Colorado's air, water, and land is vital to its environment, economy, and people. The protections and authorities afforded by landmark federal laws such as the Clean Air Act and Clean Water Act are foundational to the fight against climate

change. For example, the 2007 ruling by the U.S. Supreme Court that heat trapping emissions are air pollutants and thus subject to regulation under the Clean Air Act, and the subsequent 2009 U.S. Environmental Protection Agency endangerment finding that indeed, heat trapping emissions present a danger to public health, obligate our federal government to utilize the protections provided by the Clean Air Act to take action to limit emissions. Local governments rely on these protections and can be critical allies in this effort, as scores of communities across Colorado already are implementing a broad array of initiatives to advance climate protection at the local level, and often doing so in collaboration with the state and federal governments. But we know more must be done. CC4CA communities support the protections and authorities provided under the body of existing environmental law, including the Clean Air Act and Clean Water Act, and will strongly oppose legislative, regulatory, and other efforts to roll back or diminish them.



## Staff Report

July 23, 2018

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

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

**Summary:** At their July 9<sup>th</sup>, 2018 meeting, the Gunnison/Hinsdale Combined Emergency Telephone Service Authority (E-911 Board) and the Gunnison Regional Communications Board (“Communications Board”) elected to add a secondary (alternate) representative for the seven voting agencies. The Town of Crested Butte’s current representative is Chief Marshal Michael Reily. The Council is being asked to additionally appoint Assistant Chief Marshal Joseph Dukeman as the Town’s secondary representative to the E-911 and Communications Boards.

**Previous Council Action:** In 2017 the Council appointed Chief Marshal Michael Reily as representative to these Boards to replace the previous representative Chief Marshal, Tom Martin.

**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 \$56,000 in 2018.

**Recommendation:** Staff recommends appointing Assistant Chief Marshal Joseph Dukeman to serve as Crested Butte's secondary representative to the E-911 and Communications Boards until such time as he is no longer employed by the Marshal's Office or the Council makes a new appointment.

**Proposed Motion:** To approve the appointment of Assistant Chief Marshal Joseph Dukeman to serve as Crested Butte's secondary representative to the E-911 and Communications Boards until such time as he is no longer employed by the Marshal's Office or the Council makes a new appointment.



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** August 7, 2018

### Town Manager

- 1) Pique Interests – Council should designate one member to attend the welcome dinner for the ICELab Pique Interests event on October 18<sup>th</sup> in Gunnison.
- 2) CML Policy Committee – Council should determine whether they would like to appoint member(s) to the CML Policy Committee.

### Public Works

- 1) Rodney Due has resigned his position as Public Works Director effective August 24<sup>th</sup>. We have begun advertising the opening both locally and nationally. Shea Earley will be the interim Public Works Director upon Rodney's departure until the position is filled.
- 2) Installation of the sidewalk on Belleview is scheduled to begin on August 16<sup>th</sup> with public works crews doing site prep work. The concrete contractor will be on site beginning August 20<sup>th</sup>. The project is expected to be completed on August 26<sup>th</sup>. We attempted to coordinate with the owners of the short-term rentals on the block but were unable to find a window of time in August or September where there were no rentals scheduled. School begins on August 27<sup>th</sup>.
- 3) The Wildcat Creek water line retaining wall is expected to be completed on August 3<sup>rd</sup>. We will still have some revegetation work remaining, but the contractor will be finished with construction.
- 4) We are awaiting results from the video inspection of the water intake line from Lake Irwin. Some repairs will need to be made to the intake and well and we will have cost estimates to consider during the budget process.
- 5) We have reached agreement with CO Parks and Wildlife to take over basic management of water flows at Lake Irwin. In exchange we will be able to utilize our storage in the lake year-round in the future including releasing water into Coal Creek during the summer. This will become effective once we have installed the new flume and flow monitoring equipment on our outtake.

### Marshals

- 1) Vacant Marshal position – The Marshals' office is awaiting final results from evaluations before making an employment offer to one of the two finalists which should occur in the next few days. With either finalist we would be sending them to the police academy to get POST certified. The academy begins August 27<sup>th</sup>. The staffing shortage of only 6 officers this summer continues to strain resources, but we are maintaining services.

- 2) Chief Reily is in the process of updating the emergency evacuation plan for the Town. Part of the update will be making the plan more accessible to both staff and the public.
- 3) If the Council would like to adopt the Idaho Stop for bicyclists, please direct staff and we can draft the code update for Council consideration.

### Parks & Rec

- 1) Service frequency for the dumpster at the 4-way has been increased from once a week to twice due to heavy usage. The dumpster at Judd Falls should be installed as of August 3<sup>rd</sup>. Waste Management is coordinating with USFS on the placement of USFS dumpsters up Washington Gulch.
- 2) Ball Bash is already full for next weekend. Our recreation intern Hunter has done an outstanding job on organizing for this event. His last day with the Town will be August 13<sup>th</sup> and he will be missed!
- 3) Town Park Playground – We have been told that the installation of the new playground may not be possible this year. This would not only mean a delay of the community amenity but also an application for an extension of the GOCO grant funding that has been awarded. We will keep the Council updated if we are unable to get this back on track.

### Community Development

- 1) High Mountain Concepts has broken ground on the duplexes in Block 79.
- 2) Right of way work adjacent to the Center for the Arts will take place August 6<sup>th</sup> through 24<sup>th</sup>. There will be no parking on the right of way adjacent to the Center during this time. The sidewalk on the east side of 6<sup>th</sup> will be closed between Sopris and Whiterock until the fall.
- 3) Creative District – We had 8 respondents for the crosswalks stencils project for the new safe route along Belleview. Three designs were selected and should be installed prior to August 27<sup>th</sup>.

### Town Clerk

- 1) 3.2 Liquor in parks – If the Council wishes to continue to allow alcohol in public parks, you should plan to take action before year-end. The change can be made by resolution, or if the Council desires we could run an ordinance which would allow more opportunity for public input. Also, we need direction on what the Council would like to allow – Beer? Wine? Liquor? Staff would like direction from the Council in order to proceed.

### Finance

- 1) Phone system – Installation of the new system should be complete by the end of August.

### Intergovernmental

The next joint meeting with other elected officials in the County will be held on November 8<sup>th</sup> at the Avalanche in Mt. Crested Butte. Additional details will be provided as the meeting approaches.

### Upcoming Meetings or Events

- August 13<sup>th</sup> – Council work session for Town Manager annual review, 7:00 p.m., Council Chambers
- August 15<sup>th</sup> – Block 76 Design meeting – open house from 4:00 – 6:00 p.m. and design meeting from 6:00 – 8:00 p.m., Council Chambers
- August 20<sup>th</sup> – Tour of planned reclamation activities at Keystone Mine, 3:30 – 5:30. Meet at Town Hall at 3:30 for shuttle.
- August 23 & 24 – CAST meeting in Mt. Crested Butte
- August 30<sup>th</sup> – Mt Emmons Open House, 4:00 – 7:00, Council Chambers
- October 20<sup>th</sup> – ICELab's Pique Interests panel discussion at Western State reflecting on the future of land, outdoor recreation and the compliment or convergence with technology

November 8<sup>th</sup> – Intergovernmental Elected Officials meeting, Avalanche Restaurant

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



**EMPOWERED CITIES AND TOWNS, UNITED FOR A STRONG COLORADO**  
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To: CML Member Mayors, Managers, and Clerks  
 Cc: Prior year's CML Policy Committee Members (VIA EMAIL)  
 From: Meghan Dollar, CML Legislative & Policy Advocate  
 Date: July 26, 2018  
 Subject: Appointment/Reappointment to CML's 2018-2019 Policy Committee

It is again time for member municipalities to make appointments to the League's Policy Committee and determine whether or not your municipality will make any legislative or policy proposals for the committee to consider. Members of the 2017-2018 committee are presumed to carry over, unless League staff is otherwise informed. A committee roster current as of July 26 is attached for verification.

### **Committee composition and responsibilities**

The Policy Committee is an important part of the policy development process at CML, and all members are encouraged to take advantage of the opportunity to be represented. A description of the appointment procedure and the Policy Committee process is below.

Each member municipality of CML is entitled to designate one representative to the League's Policy Committee. One alternate may also be designated, and that alternate should attend only if the appointed member is unable to attend. (Cities over 100,000 population are entitled to designate two representatives and one alternate.) In addition, CML Section chairs are automatically appointed as non-voting members of the Committee.

Appointments/reappointments to the Policy Committee occur following the CML Annual Conference in June, and members serve for a one-year period. Wade Troxell, CML Board President and Mayor of Fort Collins, will appoint a committee chair for 2018-2019 prior to the first meeting of the committee.

The Policy Committee has significant policy development responsibilities. The committee is responsible for:

1. Reviewing of requests from member municipalities for CML-initiated legislation and recommending specific positions to the CML Board
2. Reviewing of requests for policy positions from member municipalities and recommending specific positions to the CML Board
3. Review of known or potential legislative issues or bills, consideration of staff recommendations, and recommending specific positions to the CML Board.
4. Review of the League's Annual Policy Statement that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary. (Any recommended changes are voted on by CML members at the Annual Business Meeting that takes place as part of CML's Annual Conference.)

To ensure time for members to prepare and consider legislative and policy position recommendations, the committee will meet twice before the end of 2018. In 2019, the committee will be scheduled to

meet once in February, which is during the legislative session. Meetings are held at CML in Denver, usually from 10:00 a.m. to early afternoon.

## Committee membership

As mentioned above, **existing members & alternates will automatically carry over unless CML is provided with the name of a different individual to represent your municipality.** (Please check the attached roster to verify current members and alternates) If your municipality is not currently represented but would like a member on the committee, please appoint an official (or two if your municipality is over 100,000 population) who will be willing to serve. Your representative(s) may be elected, appointed, or an employee. **If you have additions or changes, please e-mail them to Meghan Dollar at [mdollar@cml.org](mailto:mdollar@cml.org) by August 17.**

## Committee process and your municipality's role

Each municipality has the opportunity to propose policy positions or proposed legislation to the full committee for consideration. Your policy committee member should be prepared to present consensus proposals from your municipality and will later be asked to represent your municipality in consideration of the proposals of others. The first step in this process is solicitation of proposals from member municipalities.

## How to: Legislative/Policy Position Proposals

In order to submit a proposal, committee members will need to go to the following website - [https://www.surveymonkey.com/r/2018CML\\_PC](https://www.surveymonkey.com/r/2018CML_PC). This will allow you to directly enter a proposal for specific legislation your municipality (or section) would like CML to initiate or policy positions on specific issues not already specified in the CML 2018-2019 Policy Statement.

The Policy Statement can be downloaded from <http://www.cml.org/Legislative/Policy-Development/CML-Policy-Statement>. If, for some reason, you are unable to fill out a proposal online, please email [mdollar@cml.org](mailto:mdollar@cml.org).

In September, CML will distribute the proposals to each committee member for review and discussion within that member's municipality. Committee members should review proposals with their municipality or constituency and be prepared to discuss and debate proposals on behalf of their respective municipality at the October meeting. CML staff may also submit suggested policy and/or legislative items for the committee's consideration.

**Proposals are due no later than COB Wednesday, September 12.**

## 2018-2019 Meeting dates\*

- Friday, October 19, 10:00 am– 1:30 pm
- Friday, December 7, 10:00 am– 1:30 pm
- Friday, February 15, 2019, 10:00 am– 1:30 pm  
(CML Legislative Workshop is on Feb. 14)

*\*All Policy Committee meetings are held at CML, 1144 Sherman Street in Denver. Because of the size of the committee there are no call-in options, and alternates are asked not to attend unless taking a members place.*

More details on committee responsibilities and October and December meeting activities will be included in the meeting announcement. If you have any questions about the process, please call or email [mdollar@cml.org](mailto:mdollar@cml.org), (303) 831-6411 or (866) 578-0936.

<b>Organization</b>	<b>Name</b>	<b>Title</b>	<b>Position</b>
City of Colorado Springs	Jill Gaebler	Council President Pro Tem	CHAIR
Town of Dillon	Tom Acre	Town Manager	MEM
City of Sterling	Dave Appelhans	Mayor Pro Tem	MEM
City of Fruita	Mike Bennett	City Manager	MEM
Town of Rangely	Peter Brixius	Town Manager	MEM
City of Cherry Hills Village	Katy Brown	Council Member	MEM
Town of Wellington	Ed Cannon	Town Administrator/Clerk	MEM
City of Longmont	Pauline Christensen	Mayor Pro Tem	MEM
City and County of Denver	Jolon Clark	Council Member	MEM
Town of Elizabeth	Matt Cohrs	Town Administrator	MEM
City of Littleton	Peggy Cole	Council Member	MEM
City of Alamosa	Tyron Coleman	Mayor	MEM
Town of Limon	Julie Coonts	Mayor	MEM
City of Lamar	Anne-Marie Crampton	Council Member	MEM
City of Fort Lupton	Chris Cross	Assistant City Administrator/Economic Development Specialist	MEM
City of Sheridan	Sally Daigle	Council Member	MEM
Town of Crestone	Kairina Danforth	Mayor	MEM
City of Westminster	Maria De Cambra	Mayor Pro Tem	MEM
City of Westminster	David DeMott	Councillor	MEM
City of Wray	James DePue	City Manager	MEM
City of Federal Heights	Daniel Dick	Mayor	MEM
City of Commerce City	Steve Douglas	Council Member	MEM
City of Rifle	Joe Elliott	City Councilor	MEM
City of Dacono	A.J. Euckert	City Administrator	MEM
City of Montrose	Judy Ann Files	Council Member	MEM
City of Gunnison	James Gelwicks	Mayor	MEM
Town of Avon	Matt Gennett	Council Member	MEM
Town of Timnath	April D. Getchius, AICP	Town Manager	MEM
Town of Lakeside	Robert Gordanier, Jr.	Mayor	MEM
City of Colorado Springs	Jeff Greene	Chief of Staff	MEM
Town of Nederland	Julie Gustafson	Mayor Pro Tem	MEM
City of Canon City	John S. Hamrick	Council Member/Planning Commissioner	MEM
Town of Superior	Chris Hanson	Trustee	MEM
Town of Hudson	Laura Hargis	Mayor Pro Tem	MEM
City of Woodland Park	Carrol Harvey	Mayor Pro Tem	MEM
City of Idaho Springs	Michael Hillman	Mayor	MEM
City of Louisville	Emily Hogan	Assistant to The City Manager	MEM
Town of Breckenridge	Rick Holman	Town Manager	MEM
Town of Windsor	Kelly Houghteling	Manager	MEM
Town of Silverthorne	Ryan Hyland	Town Manager	MEM
Town of Buena Vista	Mark Jenkins	Mayor Pro Tem	MEM
City and County of Broomfield	Stan Jezierski	Council Member	MEM
City of Loveland	Leah Johnson	Council Member	MEM
City of Lakewood	Ramey Johnson	Council Member	MEM
City of Brighton	Matt Johnston	Council Member	MEM
City of Boulder	Suzanne Jones	Mayor	MEM
Town of Foxfield	Lisa Jones	Mayor	MEM

Town of Mt. Crested Butte	Nicholas Kempin	Council Member	MEM
City of Lafayette	Gary Klaphake	City Administrator	MEM
Town of La Jara	Dennis Koenig	Town Manager	MEM
Town of Bayfield	Chris La May	Town Manager	MEM
Town of Estes Park	Frank Lancaster	Town Administrator	MEM
City of Aurora	Angela Lawson	At-Large Council	MEM
City of Durango	Ron LeBlanc	City Manager	MEM
Town of Frederick	Matthew LeCerf	Town Manager	MEM
Town of Jamestown	Ken Lenarcic	Mayor	MEM
City of Centennial	Ken Lucas	Mayor Pro Tem	MEM
Town of Superior	Matt Magley	Town Manager	MEM
City of Arvada	John Marriott	Mayor Pro Tem	MEM
Town of Parachute	Stuart McArthur	Town Manager	MEM
City of Yuma	Bethleen McCall	Council Member	MEM
Town of Columbine Valley	J.D. McCrumb	Town Administrator/Town Clerk	MEM
City of Arvada	Mark McGoff	Council Member	MEM
Town of Firestone	Samantha Meiring	Trustee	MEM
Town of Johnstown	Troy Mellon	Council Member	MEM
City of Steamboat Springs	Kathi Meyer	Council President Pro Tem	MEM
City of Central	Daniel Miera	City Manager	MEM
Town of Lake City	Caroline Mitchell	Town Manager	MEM
Town of Kersey	Christian Morgan	Town Administrator	MEM
City of Aspen	Ann Mullins	Council Member	MEM
Town of Telluride	Sean Murphy	Mayor	MEM
City of Holyoke	Scott Murray	Council Member	MEM
City of Lakewood	Nanette Neelan	Deputy City Manager	MEM
Town of Gilcrest	Jeff Nelson	Mayor	MEM
City of Grand Junction	Phyllis Norris	Council Member	MEM
Town of Lochbuie	David E. Ott	Trustee	ALT
City of Greeley	Roy Otto	City Manager	MEM
City of Fort Collins	Bob Overbeck	Council Member	MEM
City of Florence	Michael Patterson	City Manager	ALT
City of Greeley	Brett Payton	Council Member	MEM
City of Centennial	Stephanie Piko	Mayor	MEM
City of Craig	John Ponikvar	Mayor	MEM
Town of La Salle	Claudia Reich	Mayor Pro Tem	MEM
Town of Platteville	Troy Renken	Town Manager	MEM
City of Trinidad	Phil Rico	Mayor	MEM
City of Lone Tree	Jay Reagan Robb	City Clerk	ALT
City of Thornton	Jessica Sandgren	Council Member	MEM
Town of Minturn	Matt Scherr	Mayor	ALT
City of Westminster	Anita Seitz	Councillor	MEM
Town of Frisco	Deborah Shaner	Council Member	MEM
City of Greenwood Village	John Sheldon	Deputy City Manager	MEM
Eagle County	Jeff Shroll	Manager	MEM
Town of Georgetown	Matthew Skeen	Police Judge / Mayor	MEM
City of Edgewater	Harold Stalf	City Manager	MEM
Town of Dolores	Jennifer Stark	Trustee	MEM
Town of De Beque	Lance Stewart	Town Manager	MEM

Town of Bennett	Trish Stiles	Town Administrator	ALT
City and County of Denver	Skye Stuart	Senior Advisor - Policy and Legislation	MEM
City of Fort Collins	Ken Summers	Council Member	MEM
Town of Hugo	John Thelen	Trustee	MEM
City of Fountain	Phillip Thomas, II	Mayor Pro Tem	ALT
City of Brush	Monty Torres	City Administrator	MEM
City of Wheat Ridge	Zachary Urban	Council Member	MEM
City of Aurora	Roberto Venegas	Relations	MEM
Town of Fraser	Eileen Waldow	Mayor Pro Tem	MEM
City of Golden	Laura Weinberg	Council Member	MEM
City of Fort Morgan	Jeffrey Wells		MEM
City of Northglenn	Jenny Willford	Council Member	MEM
City of Englewood	Cheryl Wink	Council Member	MEM
City of Manitou Springs	Susan Wolbrueck	Council Member	MEM
City of Boulder	Mary Young	Council Member	MEM
Town of Castle Rock	Kristin Zagurski	Assistant to The Town Manager	MEM
City of Thornton	Josh Zygielbaum	Council Member	MEM
City of Louisville	Heather Balser	City Manager	ALT
City of Durango	Amber Blake	Assistant City Manager	ALT
Town of Platteville	David Brand	Public Works Director	ALT
City of Lone Tree	Cathie Brunnick	Mayor Pro Tem	ALT
City of Woodland Park	Val Carr	Council Member	ALT
City of Boulder	Carl Castillo	Policy Advisor	ALT
City of Commerce City	Paolo Diaz	Council Member	ALT
City of Woodland Park	Val Carr	Council Member	ALT
City of Boulder	Carl Castillo	Policy Advisor	ALT
City of Commerce City	Paolo Diaz	Council Member	ALT
City of Northglenn	Carol Dodge	Mayor	ALT
City of Dacono	Robin Dunlap	Council Member	ALT
City of Wheat Ridge	Monica Duran	Council Member	ALT
City and County of Broomfield	Bette Erickson	Mayor Pro Tem	ALT
City of Greeley	Michael Fitzsimmons	Council Member	ALT
City of Sheridan	Devin Granbery	City Manager	ALT
City of Alamosa	Charles Griego	Council Member	ALT
Town of Timnath	Jill Grossman-Belisle	Mayor	ALT
Widner Juran LLP	Jill Hassman	Attorney	ALT
Town of Rangely	Andrew Key	Trustee	ALT
City of Brighton	Ken Kreutzer	Mayor	ALT
Town of Breckenridge	Elisabeth Lawrence	Council Member	ALT
Town of Mt. Crested Butte	Ken Lodovico	Mayor Pro Tem	ALT
City of Grand Junction	Duncan McArthur	Council Member	ALT
City of Thornton	Eric Montoya	Mayor Pro Tem	ALT
Town of Lochbuie	Michael S. Morris	Trustee	ALT
City of Gunnison	Leia Morrison	City Councilor	ALT
City of Littleton	Kelli Narde	Director of Communications and Marketing	SECTCHAIR
City of Centennial	Carrie Penaloza	Council Member	ALT
Town of Gilcrest	Trudy Peterson	Town Administrator	ALT
Town of Frisco	Randy Ready	Town Manager	ALT
City of Central	Abigail R. Robbins, MPA	Finance Director/HR Director	ALT

City of Evans	Brian Rudy	Mayor	ALT
City of Longmont	Sandi Seader	Assistant City Manager	ALT
Town of Firestone	Bobbi Sindelar	Mayor	ALT
City of Federal Heights	Mark Stickel	Mayor Pro Tem	ALT
Town of Limon	Dave Stone	Town Manager	ALT
City of Fountain	Scott Trainor	City Manager	ALT
Town of Pagosa Springs	Donald D. Volger	Mayor	ALT
City of Brighton	Kirby Wallin	Council Member	ALT
City of Cherry Hills Village	Randy Weil	Council Member	ALT
City of Golden	Laura Weinberg	Council Member	MEM
Town of Severance	Nicholas J. Wharton, MPA	Town Administrator	ALT
Town of Grand Lake	Jim White	Town Manager	ALT
Town of Avon	Jake Wolf	Council Member	ALT
City of Montrose	William E. Bell	City Manager	ALT
City of Evans	Rick Brandt	Chief of Police	SECTCHAIR
City of Centennial	Jeff Cadiz	Revenue Manager	SECTCHAIR
City of Centennial	Elizabeth Dunaway	Purchasing Manager	SECTCHAIR
City of Westminster	Doug Hall	Fire Chief	SECTCHAIR
City of Englewood	Dorothy Hargrove	Director of Parks, Recreation, and Library	SECTCHAIR
Colorado Association of Municipal Utilities	Dan Hodges	Executive Director	SECTCHAIR
Town of Superior	Matt Magley	Town Manager	MEM
City of Arvada	Bob Manwaring	Director of Public Works	SECTCHAIR
City of Longmont	Joni Marsh	Planning & Development Services Director	SECTCHAIR
Town of La Jara	Paula Medina	Mayor Pro Tem	SECTCHAIR
Town of Frederick	Lauren Mueller	Human Resources Director	SECTCHAIR
City of Littleton	Kelli Narde	Director of Communications and Marketing	SECTCHAIR
City of Colorado Springs	Karen Palus	Services	SECTCHAIR
City of Arvada	Bruce Roome	Deputy City Clerk - Records	SECTCHAIR
City of Aurora	Randall G. Simpson	Television Services Production Supervisor	SECTCHAIR
City of Thornton	Greg Wheeler	Chief Building Official	SECTCHAIR
Widner Juran LLP	Robert Widner	Attorney	MEM
City of Englewood	Tamara Wolfe	Municipal Court Administrator	SECTCHAIR
City of Greeley	Jessica Diagana	Assistant City Clerk	STSUPPORT
City of Thornton	Kevin Paul Forgett	Management Analyst	STSUPPORT
City of Greeley	Betsy Holder	City Clerk	STSUPPORT
City of Colorado Springs	Sarah Johnson, CMC	City Clerk	STSUPPORT
City of Fort Collins	Tyler Marr	Policy and Project Analyst	STSUPPORT
City of Fort Collins	Virginia Sawyer	Policy & Project Manager	STSUPPORT



## Staff Report

August 7, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Application for a Retail Marijuana Dispensary License by Sun House CB LLC DBA Sun House  
**Date:** July 30, 2018

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### Summary:

Sun House CB LLC DBA Sun House applied for a Retail Marijuana Dispensary License at 309 Belleview Ave, Unit 1A. Staff submits the following findings regarding the application:

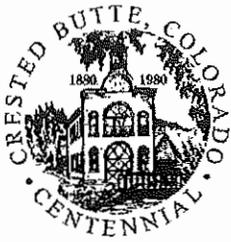
1. Notice of public hearing on the application was posted on the premise at least 10 days prior to the public hearing, and notice was published in the *Crested Butte News* on July 27, 2018.
2. A complete application has been submitted and all application fees have been paid.
3. It appears from evidence submitted that the applicant is entitled to possession of the premises for which the application for retail marijuana has been applied.
4. It is confirmed that the sale of marijuana on the premises is not a violation of zoning, building, and health laws or regulations.
5. James E. Lohr, the owner of the property, was approved at the December 17<sup>th</sup>, 2013 BOZAR meeting to obtain a conditional use that generated restrictive covenants.
6. Sun House CB LLC will only be selling to individuals 21 and over (Retail Dispensary).
7. The Crested Butte Marshal's Office conducted a local background investigation concerning the records of Jane Wise-Gronewoller. The background investigation produced no results which would cause concern at the public hearing about the character of the applicant. Fingerprints were also taken and submitted to the CBI/FBI for a complete background check.

### Recommendation:

Staff recommends approval of the application for a Retail Marijuana Dispensary License by Sun House CB LLC DBA Sun House.

### Recommended Motion:

Motion to approve the application for a Retail Marijuana Dispensary License by Sun House CB LLC  
DBA Sun House.



**TOWN OF CRESTED BUTTE  
APPLICATION FOR MARIJUANA ESTABLISHMENT PERMIT**

This Application incorporates the provisions of Chapter 6, Article 5 of the Crested Butte Municipal Code, as amended (the "Code"). To the extent of any inconsistencies between this Application and the Code, the Code shall in all cases prevail and control.

Is this a Transfer License Application?      Yes \_\_\_      No No

Is this a New License Application?      Yes YES      No \_\_\_

License Type Being Applied for (please check all applicable boxes):

- Medical marijuana center
- Medical marijuana-infused product manufacturer
- Retail marijuana store
- Retail marijuana products manufacturer
- Retail marijuana testing facility

- If applicant already has acquired a license in another jurisdiction for one of the above marijuana establishments, include the jurisdiction and Colorado license number.

Please see attached: Other Licensed Entities that owner(s) are presently associated

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1. Applicant's Legal Business Name:

Sun House CB, LLC

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2. Applicant's Trade Name (DBA):

Sun House

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3. Applicant's Mailing Address:

1737 Rangeview Drive, Fort Collins, CO 80542

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4. Applicant's Phone Number:

970-231-6043

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5. **Applicant's E-mail Address:**

janeyowise1@gmail.com

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6. **Premise Physical Address:** 309 Belleview Ave. Unit 1A, Crested Butte, CO 81224.7. **Attach /confirm the following:**

*Judy* (a) **New Licenses:** Non-refundable application fee in the amount of \$1,500.00 per license type. Check made payable to the "Town of Crested Butte."

**Transfer License:** Non-refundable application fee in the amount of \$1000.00  
Check made payable to the "Town of Crested Butte."

*Judy* (b) State Licensing Authority certificate of approval for the marijuana establishments being applied for and state application.

*Judy* (c) Crested Butte Town Board of Zoning and Architectural Review (BOZAR) conditional use permit.

*Judy* (d) A complete set of fingerprints is on file with the Crested Butte Marshal's Office for all persons in the ownership and management of the marijuana establishment.

*Judy* (e) Individual History Report for all persons in the ownership and management of the marijuana establishment.

*Judy* (f) Operations plan for the marijuana establishment (see Section 6-5-100 of the Code for more details).

*Judy* (g) Lighting plan.

*Judy* (h) Signage plan.

8. **By initialing each item below, applicant acknowledges and agrees to the following:**

- Applicant acknowledges that it has reviewed Chapter 6, Article 5 of the Code and that it will remain in compliance therewith while it is operating the marijuana establishment.

Applicant's initials: *Judy*

- Applicant hereby swears, acknowledges, consents and agrees to the following:

The owner of the premises where the marijuana establishment will be located, applicant, owners, managers and employees of the marijuana establishment may be subject to prosecution under State, federal and local controlled substance laws.

The owner of the premises where the marijuana establishment will be located, applicant, owners, managers and employees of the marijuana establishment waive any and all claims against the Town in connection with the approval and subsequent operation of the marijuana establishment.

**Applicant's initials:** Judy

- The Town will conduct a background investigation of applicant, owners, managers and employees.

**Applicant's initials:** Judy

- Applicant, its owners, managers and employees have read Sections 6-5-400, 410 and 420 of the Code and agree to the provisions thereof.

**Applicant's initials:** Judy

- This application may not be assigned or otherwise transferred in whole or in part. Any attempted assignment or transfer shall void the application and the license granted pursuant hereto *ab initio*.

**Applicant's initials:** Judy

- The individual executing this application represents and warrants that he/she has obtained any and all approvals, authorizations and otherwise necessary to complete and submit this application and obligate the applicant to the conditions and requirements contained herein.

**Applicant's initials:** Judy

**Oath of Applicant**

*I declare under penalty of perjury that this application and all attachments are true, correct and complete to the best of my knowledge.*

Authorized Signature James Smulpmiller

Print Authorized Name Jane Wise-Gronewoller

Title: Owner Member

Date: February 20, 2018

**SUPPLEMENTAL DISCLOSURES  
SUN HOUSE CB, LLC**



Jane Wise-Gronewoller, sole owner and managing member of Sun House CB, LLC is currently associated with the following licensed marijuana businesses:

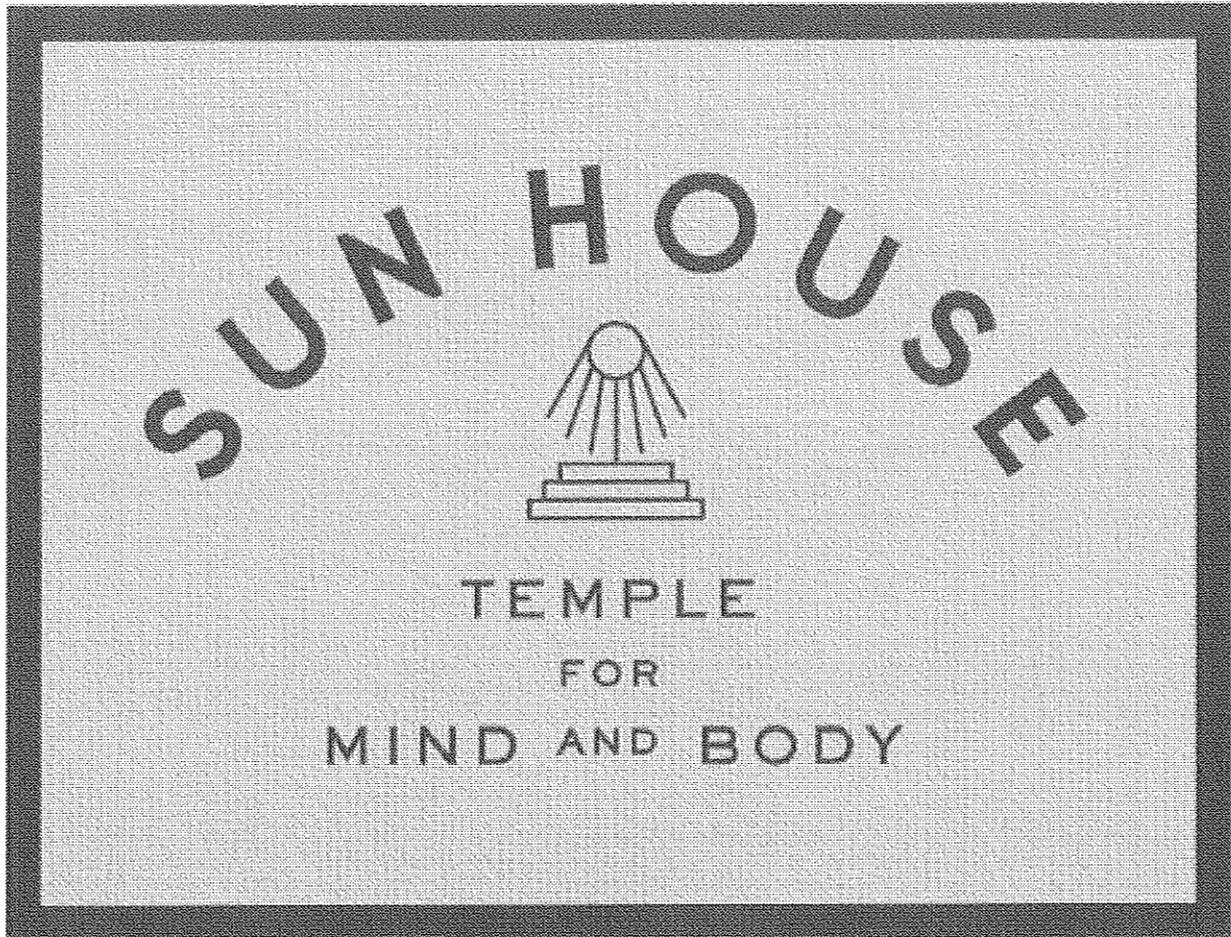
Evergreen Natural, LLC (100% Ownership Interest)

Retail Marijuana Cultivation Facility: 403R-00821 (Moffat, CO)

Retail Marijuana Cultivation Facility: 403R-00822 (Moffat, CO)

Retail Marijuana Products Manufacturer: 404R-00278 (Moffat, CO)

Sun House CB, LLC  
309 Belleview Ave, Unit 1A  
Crested Butte, CO 81224



Operating Plan

## General Operations

### **Hours of Operation**

Monday: 9am - 8pm

Tuesday: 9am - 8pm

Wednesday: 9am - 8pm

Thursday: 9am - 8pm

Friday: 9am - 8pm

Saturday: 9am - 8pm

Sunday: 9am - 8pm

Number of Employees: 4

### **Products to be sold**

*Infused Products:* edibles and topicals.

*Brands to be carried include:* Incredibles, Coda, Rebel Edibles, Americanna, Zoots, Mary Jane's Medicinals, Mary's Medicinals, more

*Extractions:* BHO, Co2, and solventless concentrates

*Brands to be carried:* Evolab, CSC, Green Dot Labs, more

*Cannabis Flower:* raw flower, pre-rolled joints

*Merchandise:* apparel, paraphernalia, more

### SUN HOUSE SIGNAGE PLAN

#### **Store Front**

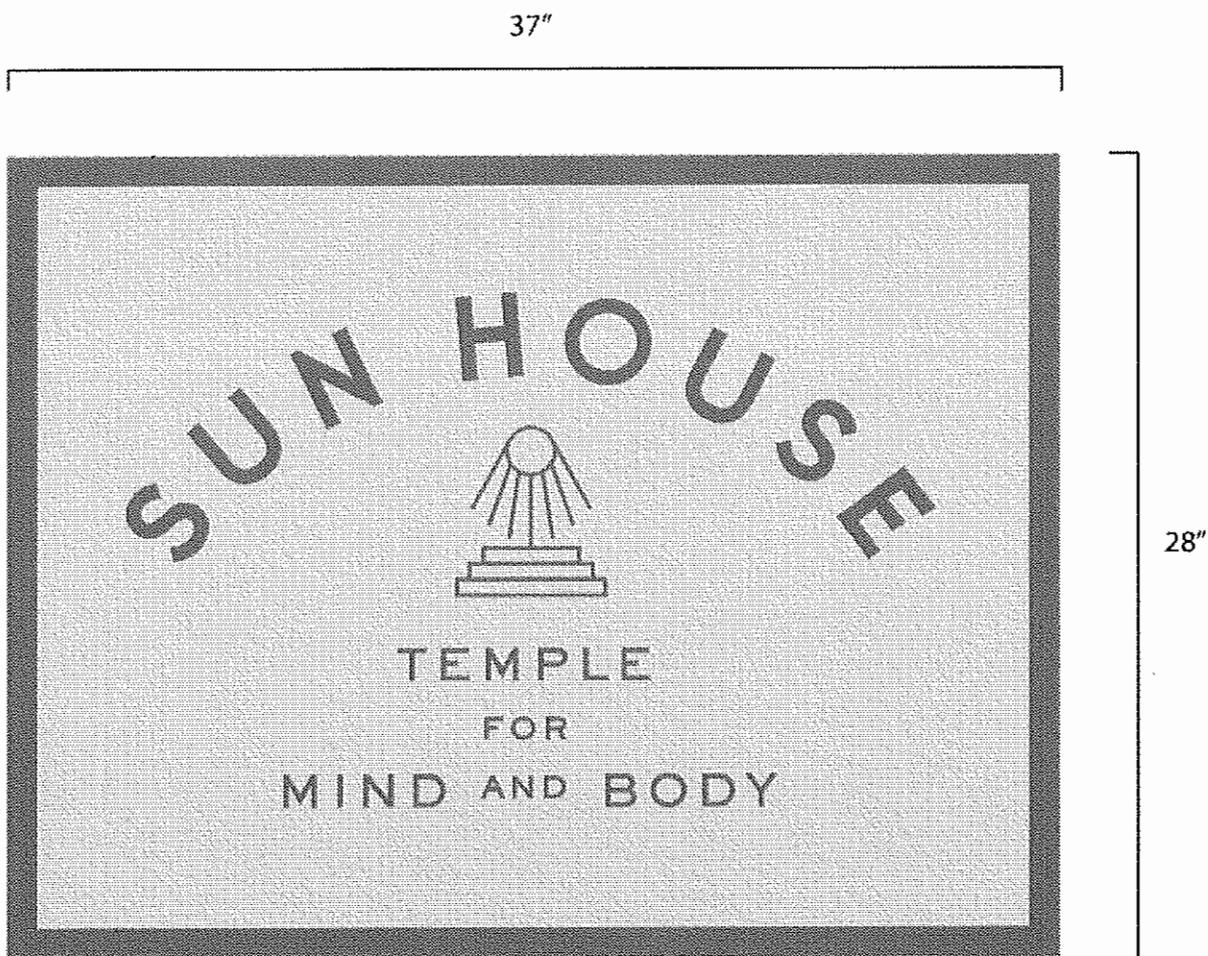
Sun House store sign conforms with all Crested Butte municipal codes including: Sec. 16-18-20, Sec. 16-18-40, Sec. 16-18-50, Sec. 16-18-60.

Front Facade Sqft: 364.5

Allowable sign sqft: 32

Actual sign size: 3.08' X 2.33'

Sign sqft: 7.17



### INTERIOR SIGNAGE

All signage complies with Crested Butte Municipal Code and the Colorado Retail Marijuana Code including signs in conspicuous locations and required designated areas stating:

- The use of marijuana may impair a person's ability to drive a motor vehicle or operate machinery, and it is illegal under state law to drive a motor vehicle or to operate machinery when under the influence of or impaired by marijuana;

- Loitering in or around a medical marijuana center or retail marijuana store is prohibited by state and Town laws; and
- Possession and distribution of marijuana is a violation of federal law.

## SECURITY PLAN

Security personnel refers to support and key badged employees.

### GENERAL

- All security personnel refers to support and key badged employees.
- All security personnel shall ensure no unauthorized persons enter the dispensary at any time.
- No more than (2) customers will be allowed in Limited Access Areas at any time.
- TL-15 safe for cash deposit to be used for daily cash drops.
- No more than \$10,000 to be kept on-site.
- Premises will use commercial-grade, non-residential door locks

### EMPLOYEE and OTHER PERSONNEL

- A visitor control log will be used for all non-customer visitors.
- All employees must wear their state-issued badges at all times.
- Any employee arriving to work without their badge will be sent off premises until they are in possession and properly displaying the badge.
- Security personnel shall escort visitors including service personnel at all times when in the dispensary.

### AGE VERIFICATION

- Security personnel will be trained using a two-step verification process: ID Checking Guide and Intellicheck Age ID.
- Security personnel will visually assess every customer ID for age verification using most recent edition of ID Checking Guide.
- Security personnel will scan customer ID into Intellicheck Age ID program.

### ALARM SYSTEMS

- Premises shall have a security alarm system installed and maintain an annual contract for 24-hour monitoring services by a security alarm and monitoring company located locally in Gunnison, CO.
- Monitoring company will notify general manager of any alarm breach. General manager will authorize course of action to contact law enforcement.
- A hold-up alarm shall be used. Upon manual activation this alarm will signal a robbery in progress and elicit a law enforcement response.
- A panic alarm shall be present for the purpose of generating an audible alarm upon a manual activation signaling law enforcement response.
- All alarms will be connected to a central station and the appropriate law enforcement.
- Motion detectors will be used in all areas including Limited and Restricted Access areas.

## VIDEO SURVEILLANCE

- All video monitoring will be accessible by store owner and general manager in real-time via mobile app connected to security monitoring system.
- Security system will send notification to owner and general manager within 5 minutes of any surveillance interruption.

## STORAGE OF SURVEILLANCE AND ACCESSIBILITY

- Cameras (CCTV) shall be present at all points of entry and egress.
- 4k Ultra-HD camera (3840x2160) to be used on camera covering front entry. Camera angles to be placed as to allow the capture of clear and certain identification of any person entering or leaving the dispensary. All other cameras will be a minimum 2.3mp (1920X1200) resolution.
- Video and photo access available 24-hours a day.
- Security personnel will be responsible for maintaining the good working order of all security equipment.

## SUN HOUSE LIGHTING PLAN

### Store Front

Sun House store lighting conforms with all Crested Butte municipal codes including: Sec. 16-17-30, Sec. 16-17-50, Sec. 16-18-10,

- Store will utilize (2) full cut-off fixtures
- Fixtures to be 14" apart in horizontal row above store sign
- Fixtures to be hung 11'5" above parking area
- Sign lighting will function as security lighting



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,

Sun House CB, LLC

is a

Limited Liability Company

formed or registered on 01/30/2018 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 20181093994 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/26/2018 that have been posted, and by documents delivered to this office electronically through 03/02/2018 @ 12:00:53 .

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 03/02/2018 @ 12:00:53 in accordance with applicable law. This certificate is assigned Confirmation Number 10755109 .



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."



Colorado Secretary of State  
Date and Time: 01/30/2018 04:07 PM  
ID Number: 20181093994  
Document number: 20181093994  
Amount Paid: \$50.00

Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Sun House CB, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

309 Belleview Avenue

*(Street number and name)*

Crested Butte

*(City)*

CO

*(State)*

81224

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

Mailing address

*(leave blank if same as street address)*

138 W First Street

*(Street number and name or Post Office Box information)*

2nd Floor

Salida

*(City)*

CO

*(State)*

81201

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

*(if an individual)*

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

or

*(if an entity)*

Sun House CB, LLC

*(Caution: Do not provide both an individual and an entity name.)*

Street address

309 Belleview Avenue

*(Street number and name)*

Crested Butte

*(City)*

CO

*(State)*

81224

*(ZIP Code)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

\_\_\_\_\_ CO \_\_\_\_\_  
 (City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
 (if an individual) Oman Connor  
 (Last) (First) (Middle) (Suffix)

or

(if an entity)  
 (Caution: Do not provide both an individual and an entity name.)

Mailing address 138 W First Street  
 (Street number and name or Post Office Box information)  
2nd Floor  
Salida CO 81201  
 (City) (State) (ZIP/Postal Code)  
United States  
 (Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
 (mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Naiman</u>	<u>Amber</u>	<u>M</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>455 Sherman Street</u>			
<i>(Street number and name or Post Office Box information)</i>			
<u>Suite 100</u>			
<u>Denver</u>	<u>CO</u>	<u>80203</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 02/20/2018 03:09 PM  
 ID Number: 20181139812  
 Document number: 20181139812  
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

### Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20181093994</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Sun House CB, LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Sun House

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Retail Sales Adult Usage Marijuana

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

#### Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Naiman</u>	<u>Amber</u>	<u>M</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>455 Sherman St</u>			
<i>(Street number and name or Post Office Box information)</i>			
<u>Suite 100</u>			
<u>Denver</u>	<u>CO</u>	<u>80203</u>	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	<u>United States</u>		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

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Colorado Secretary of State  
Date and Time: 02/14/2018 10:06 AM  
ID Number: 20181093994

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of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Document number: 20181128348  
Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Correction**  
**Correcting the Principal Office Address**  
filed pursuant to § 7-90-305 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20181093994  
*(Colorado Secretary of State ID number)*

Entity name or True name Sun House CB, LLC

2. The document number of the filed document that is corrected is 20181093994

3. The principal office address as stated in the document identified above is incorrect.

Such address, as corrected, is

Street address 309 Belleview Avenue  
*(Street number and name)*

Unit 1A

Crested Butte CO 81224  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province – if applicable) (Country)*

Mailing address 1737 Rangeview Drive  
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

Fort Collins CO 80524  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province – if applicable) (Country)*

4. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

Naiman	Amber	M	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
455 Sherman Street			
<i>(Street number and name or Post Office Box information)</i>			
Suite 100			
Denver	CO	80203	
<i>(City)</i>	<i>(State)</i>	<i>(Zip/Postal Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

*(If applicable, adopt the following statement by marking the box and include an attachment.)*

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**Restate Constituent Filing  
Sun House CB, LLC**

The following is the restated sole member of Sun house CB, LLC:

Jane Wise-Gronewoller  
1737 Rangeview Drive.  
Fort Collins, CO  
80524

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF TRADE NAME**

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

Sun House

(Entity ID # 20181139812 )

was filed in this office on 02/20/2018 with an effective date of 02/20/2018 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/16/2018 that have been posted, and by documents delivered to this office electronically through 02/20/2018 @ 15:10:51 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/20/2018 @ 15:10:51 in accordance with applicable law. This certificate is assigned Confirmation Number 10731665 .



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/bi:/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."*

# STATE OF COLORADO DEPARTMENT OF REVENUE



## Marijuana Enforcement Division



### Retail Marijuana Conditional License

**SUN HOUSE CB, LLC**

**SUN HOUSE**

**309 Belleview Avenue, Unit 1A, Crested Butte, CO 81224**

**Retail Marijuana Store - 402R-00750**

**License Issue Date: 05/15/2018**

**License Valid Through: 05/15/2019**

**This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.**

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

**This conditional license is only valid through the expiration date shown above.** Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have herunto set my hand.

James Burack, Division Director

Michael Hartman, Executive Director



## Staff Report

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Rob Zillioux, Finance and HR Director

**Subject:** **AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 4, SECTION 2 OF THE CRESTED BUTTE MUNICIPAL CODE PERTAINING TO SALES AND USE TAX DEFINITIONS AND EXEMPTIONS**

**Date:** August 7, 2018

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### **Background**

The standardized definitions were developed by municipal tax professionals as part of a sales tax simplification effort, at the request of the business community and the Colorado General Assembly. It has long been recognized, by government and business alike, that various home rule municipalities giving the same term different meanings is a cause of complexity in our tax system for businesses that operate in multiple municipalities. Use of standardized definitions can help minimize this complexity.

Attached you will find a draft ordinance, including the proposed sales tax definitions.

### **Benefits**

Simply put, the primary benefits of adopting these definitions are to minimize complexity for both merchants and municipalities associated with sales tax management. Moreover, the project will allow Colorado home rule, and self-collecting, municipalities to control their own “sales tax destiny.” The definitions are intended to be revenue neutral. I am in the process of pressure testing.

### **Current Adoption**

So far, 35 municipalities have adopted. These include, among others, Denver, Fort Collins, Golden, Gunnison, Aspen, Mountain Village and Montrose.

### **Recommended Motion**

Motion to adopt Ordinance 20, Series 2018.

**ORDINANCE NO. 20**

**SERIES 2018**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING  
CHAPTER 4, SECTION 2 OF THE CRESTED BUTTE MUNICIPAL CODE  
PERTAINING TO SALES AND USE TAX DEFINITIONS AND EXEMPTIONS**

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

**WHEREAS**, the Town Council has the authority pursuant to Article XX of the Colorado Constitution, the Town of Crested Butte Home Rule Charter and applicable State statute, including C.R.S. §31-15-401, to adopt ordinances, rules and regulations in furtherance of public health, safety and welfare; and

**WHEREAS**, pursuant to Chapter 4, Article 2 of the Crested Butte Municipal Code (the “**Code**”), the Town possesses the authority to collect and administer sales taxes and use taxes within Crested Butte; and

**WHEREAS**, in SJR14-038 the General Assembly asked the Colorado Municipal League (“CML”) to revive the tax simplification project from the 1990’s to address current systemic problems associated with local tax collection; and

**WHEREAS**, Council has determined that the standard tax definitions project is a major collaborative sales tax simplification initiative by Colorado’s home rule municipalities that locally collect their sales tax and the business community; and

**WHEREAS**, Council has determined that the Town will cooperate in furtherance of a statewide goal to have all locally collecting municipalities agree to use standard definitions in their sales and use tax codes; and

**WHEREAS**, Council has determined that maintaining the local collection of sales and use taxes for the Town is of paramount importance to the continued financial strength of the Town; and

**WHEREAS**, Council has determined that the business community desires better uniformity and simplicity when operating in the Town; and

**WHEREAS**, Council has determined that sales tax revenue is directly tied to how well the Town’s business community is faring, Council and staff have generally supported the idea that the Town should simplify the Town’s tax code, without sacrificing revenue; and

**WHEREAS**, Council has determined that revenue neutral tax simplification is generally construed as good for business and good for the community as a whole; and

**WHEREAS**, Council has determined that modification of the Town’s sales and use tax exemptions is required in an effort to comply with the Taxpayer Bill of Rights by staying revenue neutral; and

**WHEREAS**, the Town Staff has recommended to the Town Council that the Town adopt most of the standard sales and use tax definitions recommended by the CML and that adopting such definitions will not negatively impact the Town; and

**WHEREAS**, the Town Council finds that adoption of standard sales tax definitions set forth herein is in the best interest of the health, safety and welfare of the residents, business owners and visitors of the Town.

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

**Section 1. Amending Chapter 4, Article 2.** Chapter 4, Article 2, Section 30 of the Code is hereby amended and shall read as follows:

**Sec. 4-2-30. - Definitions.**

The following words and phrases, as used in this Article, shall have the following meanings:

**“Agricultural Producer”** means a person regularly engaged in the business of using land for the production of commercial crops or commercial livestock. The term includes farmers, market gardeners, commercial fruit growers, livestock breeders, dairymen, poultrymen, and other persons similarly engaged, but does not include a person who breeds or markets animals, birds, or fish for domestic pets nor a person who cultivates, grows, or harvests plants or plant products exclusively for that person's own consumption or casual sale.

**“Auction”** means any sale where tangible personal property is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.

**“Automotive Vehicle”** means any vehicle or device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, or any device used or designed for aviation or flight in the air. Automotive Vehicle includes, but is not limited to, motor vehicles, trailers, semi-trailers, or mobile homes. Automotive Vehicle shall not include devices moved by human power or used exclusively upon stationary rails or tracks.

**“Business”** means all activities engaged in or caused to be engaged in with the object of gain, benefit, or advantage, direct or indirect.

**“Candy”** means a preparation of sugar, honey, or other natural or artificial sweeteners in combination with chocolate, fruit, nuts, or other ingredients or flavorings in the form of bars, drops, or pieces. Candy does not include any preparation containing flour, products that require refrigeration or marijuana infused products.

**“Carrier Access Services”** means the services furnished by a local exchange company to its customers who provide telecommunications services which allow them to provide such telecommunications services.

**“Charitable Organization”** means any entity which: (1) has been certified as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code, and (2) is an organization which exclusively, and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burden of government.

**“City”** or **“Town”** means the municipality of the Town of Crested Butte.

**“Coins”** means monetized bullion or other forms of money manufactured from gold, silver, platinum, palladium or other such metals now, in the future or heretofore designated as a medium of exchange under the laws of this State, the United States or any foreign nation.

**“Coin Operated Device”** means any device operated by coins or currency or any substitute therefor.

**“Collection Costs”** shall include, but is not limited to, all costs of audit, assessment, bank fees, hearings, execution, lien filing, distraint, litigation, locksmith fees, auction fees and costs, prosecution and attorney fees.

**“Commercial Packaging Materials”** means containers, labels, and/or cases, that become part of the finished product to the purchaser, used by or sold to a person engaged in manufacturing, compounding, wholesaling, jobbing, retailing, packaging, distributing or bottling for sale, profit or use, and is not returnable to said person for reuse. Commercial Packaging Materials does not include Commercial Shipping Materials.

**“Commercial Shipping Materials”** means materials that do not become part of the finished product to the purchaser which are used exclusively in the shipping process. Commercial Shipping Materials include but are not limited to containers, labels, pallets, banding material and fasteners, shipping cases, shrink wrap, bubble wrap or other forms of binding, padding or protection.

**“Community Organization”** means a nonprofit entity organized and operated exclusively for the promotion of social welfare, primarily engaged in promoting the common good and general welfare of the community, so long as: (1) No part of the net earnings of which inures to the benefit of any private shareholder or individual; (2) No substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation; and (3) Which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

**“Construction Equipment”** means any equipment, including mobile machinery and mobile equipment, which is used to erect, install, alter, demolish, repair, remodel, or otherwise make improvements to any real property, building, structure or infrastructure.

**“Construction Materials”** means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a

structure or project including public and private improvements. Construction Materials include, but are not limited to, such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wall board, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms, or other items which do not remain as an integral and inseparable part of completed structure or project are not construction materials.

**“Consumer”** means any person in the Town who purchases, uses, stores, distributes or otherwise consumes tangible personal property or taxable services, purchased from sources inside or outside the Town.

**“Contract Auditor”** means a duly authorized agent designated by the taxing authority and qualified to conduct tax audits on behalf of and pursuant to an agreement with the municipality.

**“Contractor”** means any person who shall build, construct, reconstruct, alter, expand, modify, or improve any building, dwelling, structure, infrastructure, or other improvement to real property for another party pursuant to an agreement. For purposes of this definition, Contractor also includes subcontractor.

**“Cover Charge”** means a charge paid to a club or similar entertainment establishment which may, or may not, entitle the patron paying such charge to receive tangible personal property, such as food and/or beverages.

**“Data Processing Equipment”** means any equipment or system of equipment used in the storage, manipulation, management, display, reception or transmission of information.

**“Digital Product”** means an electronic product including, but not limited to: (1) “digital images” which means works that include, but are not limited to, the following that are generally recognized in the ordinary and usual sense as “photographs,” “logos,” “cartoons,” or “drawings.” (2) “digital audio-visual works” which means a series of related images which, when shown in succession, impart an impression of motion, together with accompanying sounds, if any, (3) “digital audio works” which means works that result from the fixation of a series of musical, spoken, or other sounds, including ringtones. For purposes of the definition of “digital audio works”, “ringtones” means digitized sound files that are downloaded onto a device and that may be used to alert the customer with respect to a communication, and (4) “digital books” which means works that are generally recognized in the ordinary and usual sense as “books”.

**“Distribution”** means the act of distributing any article of tangible personal property for use or consumption, which may include, but not be limited to, the distribution of advertising gifts, shoppers guides, catalogs, directories, or other property given as prizes, premiums, or for goodwill or in conjunction with the sales of other commodities or services.

**“Dual Residency”** means those situations including, but not limited to, where a person maintains a residence, place of business or business presence, both within and outside the Town. A person shall be deemed to have established a legitimate residence, place of business or business presence outside of the Town for purposes of dual residency if the person has a physical structure owned, leased or rented by such person which is designated by street number or road location outside of the Town, has within it a telephone or telephones in the name of such person and conducts business operations on a regular basis at such location in a manner that includes the type of business activities for which the business (person), as defined in this Code, is organized.

**“Dwelling Unit”** means a building or any portion of a building designed for occupancy as complete, independent living quarters for one (1) or more persons, having direct access from the outside of the building or through a common hall and having living, sleeping, kitchen and sanitary facilities for the exclusive use of the occupants.

**“Engaged in Business in the Town”** means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption, within the Town. Engaged in Business in the Town includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or (5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier.

**“Factory Built Housing”** means a manufactured home or modular home.

**“Finance Director”** means the Finance Director of (name of municipality) or such other person designated by the municipality; Finance Director shall also include such person's designee.

**“Food For Home Consumption”** means food for domestic home consumption as defined in 7 U.S.C. sec. 2012 (k) (2014), as amended, for purposes of the supplemental nutrition assistance program, or any successor program, as defined in 7 U.S.C. sec. 2012 (t), as amended; except that "food" does not include carbonated water marketed in containers; chewing gum; seeds and plants to grow foods; prepared salads and salad bars; packaged and unpackaged cold sandwiches; deli trays; and hot or cold beverages served in unsealed containers or cups that are vended by or through machines or non-coin-operated coin-collecting food and snack devices on behalf of a vendor.

**“Garage Sales”** means sales of tangible personal property, except automotive vehicles, occurring at the residence of the seller, where the property to be sold was originally purchased for use by members of the household where such sale is being conducted. The term includes, but is not limited to, yard sales, estate sales, and block sales.

**“Gross Sales”** means the total amount received in money, credit, property or other consideration valued in money for all sales, leases, or rentals of tangible personal property or services.

**“Internet Access Services”** means services that provide or enable computer access by multiple users to the Internet, but shall not include that portion of packaged or bundled services providing phone or television cable services when the package or bundle includes the sale of Internet Access Services.

**“Internet Subscription Service”** means software programs, systems, data and applications available online through rental, lease or subscription, that provide information and services including, but not limited to, data linking, data research, data analysis, data filtering or record compiling.

**“License”** means a Town of Crested Butte sales and/or use tax license.

**“Linen Services”** means services involving the provision and cleaning of linens, including but not limited to rags, uniforms, coveralls and diapers.

**“Machinery”** means any apparatus consisting of interrelated parts used to produce an article of tangible personal property. The term includes both the basic unit and any adjunct or attachment necessary for the basic unit to accomplish its intended function.

**“Manufactured Home”** means any preconstructed building unit or combination of preconstructed building units, without motive power, where such unit or units are manufactured in a factory or at a location other than the residential site of the completed home, which is designed and commonly used for occupancy by persons for residential purposes, in either temporary or permanent locations, and which unit or units are not licensed as a vehicle.

**“Manufacturing”** means the operation or performance of an integrated series of operations which places a product, article, substance, commodity, or other tangible personal property in a form, composition or character different from that in which it was acquired whether for sale or for use by a manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character or use from the raw or prepared materials.

**“Medical Marijuana”** means marijuana acquired, possessed, cultivated, manufactured, delivered, transported, supplied, sold, or dispensed to a person who qualifies as a patient with a debilitating medical condition(s) under Article XVIII, Section 14, of the Colorado Constitution, and which person holds a valid “registry identification card” issued by the State of Colorado pursuant to Colorado Constitution, Article XVIII, Section 14.

**“Mobile Machinery and Self-Propelled Construction Equipment”** means those vehicles, self-propelled or otherwise, which are not designed primarily for the transportation of persons or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of persons or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of persons or cargo but which have been redesigned or modified by the mounting thereon of special equipment or machinery, and which may be only incidentally operated or moved over the public highways. This definition includes but is not limited to wheeled vehicles commonly used in the construction, maintenance, and repair of roadways, the drilling of wells, and the digging of ditches.

**“Modular Home”** means any structure that consists of multiple sections fabricated, formed or assembled in manufacturing facilities for installation and assembly at the building site, and is constructed to the building codes adopted by the State Division of Housing, created in Section 24-32-706, C.R.S., and is designed to be installed on a permanent foundation.

**“Motor Fuel”** means gasoline, casing head or natural gasoline, benzol, benzene and naphtha, gasohol and any other liquid prepared, advertised, offered for sale, sold for use or used or commercially usable in internal combustion engines for the generation of power for the propulsion of motor vehicles upon the public highways. The term does not include fuel used for the propulsion or drawing of aircraft or railroad cars or railroad locomotives.

**“Newspaper”** means a publication, printed on newsprint, intended for general circulation, and published regularly at short intervals, containing information and editorials on current events and news of general interest. The term Newspaper does not include: magazines, trade publications or journals, credit bulletins, advertising inserts, circulars, directories, maps, racing programs, reprints, newspaper clipping and mailing services or listings, publications that include an updating or revision service, or books or pocket editions of books.

**“Online Garage Sales”** means sales of tangible personal property, except automotive vehicles, occurring online, where the property to be sold was originally purchased for use by the seller or members of the seller’s household.

**“Parent”** means a parent of a student.

**“Person”** means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

**“Photovoltaic System”** means a [power system](#) designed to supply usable [solar power](#) by means of [photovoltaics](#), a method of converting [solar energy](#) into [direct current electricity](#) using [semiconducting materials](#) that create voltage or electric current in a material upon exposure to light. It consists of an arrangement of several components, including [solar panels](#) to absorb and convert sunlight into electricity, a [solar inverter](#) to change the electric current from DC to AC, as well as [mounting](#), [cabling](#), [metering systems](#) and other electrical accessories to set up a working system.

**“Precious Metal Bullion”** means any precious metal, including but not limited to, gold, silver, platinum, palladium, that has been put through a process of refining and is in such a state or condition that its value depends upon its precious metal content and not its form.

**“Prepress Preparation Material”** means all materials used by those in the printing industry including, but not limited to, airbrush color photos, color keys, dies, engravings, light-sensitive film, light-sensitive paper, masking materials, Mylar, plates, proofing materials, tape, transparencies, and veloxes, which are used by printers in the preparation of customer specific layouts or in plates used to fill customers' printing orders, which are eventually sold to a customer, either in their original purchase form or in an altered form, and for which a sales or use tax is demonstrably collected from the printer's customer, if applicable, either separately from the printed

materials or as part of the inclusive price therefor. Materials sold to a printer which are used by the printer for the printer's own purposes, and are not sold, either directly or in an altered form, to a customer, are not included within this definition.

**“Preprinted Newspaper Supplements”** shall mean inserts, attachments or supplements circulated in newspapers that: (1) are primarily devoted to advertising; and (2) the distribution, insertion, or attachment of which is commonly paid for by the advertiser.

**“Prescription Drugs for Animals”** means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et. seq., as amended, to state at a minimum the symbol “Rx Only”, and is dispensed in accordance with any order in writing, dated and signed by a licensed veterinarian specifying the animal for which the medicine or drug is offered and directions, if any, to be placed on the label.

**“Prescription Drugs for Humans”** means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et. seq., as amended, to state at a minimum the symbol “Rx Only”, and is dispensed in accordance with any written or electronic order dated and signed by a licensed practitioner of the healing arts, or given orally by a practitioner and immediately reduced to writing by the pharmacist, assistant pharmacist, or pharmacy intern, specifying the name and any required information of the patient for whom the medicine, drug or poison is offered and directions, if any, to be placed on the label.

**“Price”** or **“Purchase Price”** means the aggregate value measured in currency paid or delivered or promised to be paid or delivered in consummation of a sale, without any discount from the price on account of the cost of materials used, labor or service cost, and exclusive of any direct tax imposed by the federal government or by this article, and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if: (1) Such exchanged property is to be sold thereafter in the usual course of the retailer's business, or (2) Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration, or certification under the laws of this state, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft, and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or Purchase Price includes:

The amount of money received or due in cash and credits.

Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.

Any consideration valued in money, whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.

The total price charged on credit sales including finance charges which are not separately stated at the time of sale. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated at the time of sale is not part of the purchase price.

Installation, applying, remodeling or repairing the property, delivery and wheeling-in charges included in the purchase price and not separately stated.

Transportation and other charges to effect delivery of tangible personal property to the purchaser.

Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.

The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

Price or Purchase Price shall not include:

Any sales or use tax imposed by the State of Colorado or by any political subdivision thereof.

The fair market value of property exchanged if such property is to be sold thereafter in the retailers' usual course of business. This is not limited to exchanges in Colorado. Out of state trade-ins are an allowable adjustment to the purchase price.

Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser, and the seller is not reimbursed for the discount by the manufacturer or someone else. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

**“Private Communications Services”** means telecommunications services furnished to a subscriber, which entitles the subscriber to exclusive or priority use of any communication channel or groups of channels, or to the exclusive or priority use of any interstate inter-communications system for the subscriber's stations.

**“Purchase”** or **“Sale”** means the acquisition for any consideration by any person of tangible personal property, other taxable products or taxable services that are purchased, leased, rented, or sold. These terms include capital leases, installment and credit sales, and property and services acquired by:

Transfer, either conditionally or absolutely, of title or possession or both to tangible personal property, other taxable products, or taxable services;

A lease, lease-purchase agreement, rental or grant of a license, including royalty agreements, to use tangible personal property, other taxable products, or taxable services;

Performance of taxable services; or

Barter or exchange for other tangible personal property, other taxable products, or services.

The terms Purchase and Sale do not include:

A division of partnership assets among the partners according to their interests in the partnership;

(2) The transfer of assets of shareholders in the formation or dissolution of professional corporations, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;

(3) The dissolution and the pro rata distribution of the corporation's assets to its stockholders, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;

- (4) A transfer of a partnership or limited liability company interest;
- (5) The transfer of assets to a commencing or existing partnership or limited liability company, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;
- (6) The repossession of personal property by a chattel mortgage holder or foreclosure by a lienholder;
- (7) The transfer of assets from a parent company to a subsidiary company or companies which are owned at least eighty percent by the parent company, which transfer is solely in exchange for stock or securities of the subsidiary company;
- (8) The transfer of assets from a subsidiary company or companies which are owned at least eighty percent by the parent company to a parent company or to another subsidiary which is owned at least eighty percent by the parent company, which transfer is solely in exchange for stock or securities of the parent corporation or the subsidiary which received the assets;
- (9) The transfer of assets between parent and closely held subsidiary companies, or between subsidiary companies closely held by the same parent company, or between companies which are owned by the same shareholders in identical percentage of stock ownership amounts, computed on a share-by-share basis, when a tax imposed by this article was paid by the transferor company at the time it acquired such assets, except to the extent that there is an increase in the fair market value of such assets resulting from the manufacturing, fabricating, or physical changing of the assets by the transferor company. To such an extent any transfer referred to in this paragraph (11) shall constitute a sale. For the purposes of this paragraph (11), a closely held subsidiary corporation is one in which the parent company owns stock possessing or membership interest at least eighty percent of the total combined voting power of all classes of stock entitled to vote and owns at least eighty percent of the total number of shares of all other classes of stock.

**“Recreation Services”** means all services relating to athletic or entertainment participation events and/or activities including but not limited to pool, golf, billiards, skating, tennis, bowling, health/athletic club memberships, coin operated amusement devices, video games and video club memberships.

**“Renewable Energy”** means any energy resource that is naturally regenerated over a short time scale and derived directly from the sun (such as thermal, photochemical, and photoelectric), indirectly from the sun (such as wind, hydropower, and photosynthetic energy stored in biomass), or from other natural movements and mechanisms of the environment (such as geothermal and tidal energy). Renewable Energy does not include energy resources derived from fossil fuels, waste products from fossil sources, or waste products from inorganic sources.

**“Resident”** means a person who resides or maintains one or more places of business within the Town, regardless of whether that person also resides or maintains a place of business outside of the Town.

**“Retail Sales”** means all sales except wholesale sales.

**“Retailer”** means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. Retailer shall include, but is not limited to, any: (1) Auctioneer; (2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer; (3) Charitable organization or governmental entity which makes sales of tangible

personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes; (4) Retailer-Contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.

**“Retailer-Contractor”** means a contractor who is also a retailer of building supplies, construction materials, or other tangible personal property, and purchases, manufactures, or fabricates such property for sale (which may include installation), repair work, time and materials jobs, and/or lump sum contracts.

**“Return”** means any form prescribed by the town administration for computing and reporting a total tax liability.

**“Sale that Benefits a Colorado School”** means a sale of a commodity or service from which all proceeds of the sale, less only the actual cost of the commodity or service to a person or entity as described in this Code, are donated to a school or a school-approved student organization.

**“Sales Tax”** means the tax that is collected or required to be collected and remitted by a retailer on sales taxed under this Code.

**“School”** means a public or nonpublic school for students in kindergarten through 12th grade or any portion thereof.

**“Security System Services”** means electronic alarm and/or monitoring services. Such term does not include non-electronic security services such as consulting or human or guard dog patrol services.

**“Soft Drink”** means a nonalcoholic beverage that contains natural or artificial sweeteners. “Soft drink” does not include beverages that contain milk or milk products, soy, rice, or similar milk substitutes, or greater than fifty percent of vegetable or fruit juice by volume.

**“Software Program”** means a sequence of instructions that can be measured, interpreted and executed by an electronic device (e.g. a computer, tablets, smart phones) regardless of the means by which it is accessed or the medium of conveyance. Software program includes: (1) Custom software program, which is a software program prepared to the special order or specifications of a single customer; (2) Pre-written software program, which is a software program prepared for sale or license to multiple users, and not to the special order or specifications of a single customer. Pre-written software is commonly referred to as “canned,” “off-the-shelf (“COTS”),” “mass produced” or “standardized;” (3) Modified software, which means pre-written software that is altered or enhanced by someone other than the purchaser to create a program for a particular user; and (4) The generic term “software,” “software application,” as well as “updates,” “upgrades,” “patches,” “user exits,” and any items which add or extend functionality to existing software programs.

**“Software as a Service”** means software that is rented, leased or subscribed to from a provider and used at the consumer’s location, including but not limited to applications, systems or programs.

**“Software License Fee”** means a fee charged for the right to use, access, or maintain software programs.

**“Software Maintenance Agreement”** means an agreement, typically with a software provider, that may include (1) provisions to maintain the right to use the software; (2) provisions for software upgrades including code updates, version updates, code fix modifications, enhancements, and added or new functional capabilities loaded into existing software, or (3) technical support

**“Solar Thermal Systems”** means a system whose primary purpose is to use energy from the sun to produce heat or cold for: (1) Heating or cooling a residential or commercial building; (2) Heating or cooling water; or (3) Any industrial, commercial, or manufacturing process.

**“Sound System Services”** means the provision of broadcast or pre-recorded audio programming to a building or portion thereof. Such term does not include installation of sound systems where the entire system becomes the property of the building owner or the sound system service is for presentation of live performances.

**“Special Fuel”** means kerosene oil, kerosene distillate, diesel fuel, all liquefied petroleum gases, and all combustible gases and liquids for use in the generation of power for propulsion of motor vehicles upon the public highways. The term does not include fuel used for the propulsion or drawing of aircraft, railroad cars or railroad locomotives.

**“Special Sales Event”** means any sales event which includes more than three (3) Vendors taking place at a single location for a limited period of time not to exceed seven (7) consecutive days.

**“Storage”** means any keeping or retention of, or exercise dominion or control over, or possession of, for any length of time, tangible personal property not while in transit but on a stand still basis for future use when leased, rented or purchased at retail from sources either within or without the Town from any person or vendor.

**“Student”** means any person enrolled in a school.

**“Tangible Personal Property”** means personal property that can be one or more of the following: seen, weighed, measured, felt, touched, stored, transported, exchanged, or that is in any other manner perceptible to the senses.

**“Tax”** means the use tax due from a consumer or the sales tax due from a retailer or the sum of both due from a retailer who also consumes.

**“Tax Deficiency” or “Deficiency”** means any amount of tax, penalty, interest, or other fee that is not reported and/or not paid on or before the date that any return or payment of the tax is required under the terms of this Code.

**“Taxable Sales”** means gross sales less any exemptions and deductions specified in this Code.

**“Taxable Services”** means services subject to tax pursuant to this Code.

**“Taxpayer”** means any person obligated to collect and/or pay tax under the terms of this Code.

**“Telecommunications Service”** means the service of which the object is the transmission of any two-way interactive electronic or electromagnetic communications including but not limited to voice, image, data and any other information, by the use of any means but not limited to wire, cable, fiber optical cable, microwave, radio wave, Voice over Internet Protocol (VoIP), or any combinations of such media, including any form of mobile two-way communication.

**“Television & Entertainment Services”** means audio or visual content that can be transmitted electronically by any means, for which a charge is imposed.

**“Therapeutic Device”** means devices, appliances, or related accessories that correct or treat a human physical disability or surgically created abnormality.

**“Toll Free Telecommunications Service”** means a Telecommunications Service that allows a caller to dial a number without incurring an additional charge for the call.

**“Total Tax Liability”** means the total of all tax, penalties and/or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

**“Transient / Temporary Sale”** means a sale by any person who engages in a temporary business of selling and delivering goods within the Town for a period of no more than seven consecutive days.

**“Transient / Temporary Vendor”** means any person who engages in the business of Transient / Temporary Sales.

**“Use”** means the exercise, for any length of time by any person within the Town of any right, power or dominion over tangible personal property or services when rented, leased or purchased at retail from sources either within or without the Town from any person or vendor or used in the performance of a contract in the Town whether such tangible personal property is owned or not owned by the taxpayer. Use also includes the withdrawal of items from inventory for consumption.

**“Use Tax”** means the tax paid or required to be paid by a consumer for using, storing, distributing or otherwise consuming tangible personal property or taxable services inside the Town.

**“Wholesale Sales”** means a sale by wholesalers to retailers, jobbers, dealers, or other wholesalers for resale and does not include a sale by Wholesalers to users or consumers not for resale; latter types of sales shall be deemed to be Retail Sales and shall be subject to the provisions of this chapter.

**“Wholesaler”** means any person doing an organized wholesale or jobbing business and selling to Retailers, jobbers, dealers, or other Wholesalers, for the purpose of resale, and not for storage, use, consumption, or distribution.

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

intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2018.

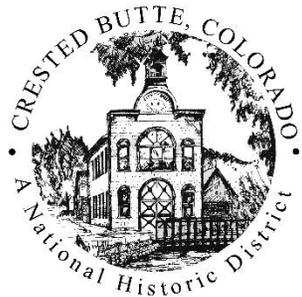
ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk [SEAL]



**To:** Mayor Schmidt and Town Council

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

**Subject:** **Resolution No. 12, Series 2018- Expenditure of up to \$1,000,000 from the Town's Open Space Fund for the Purchase and Conservation of Approximately 613 Acres Adjacent to Fossil Ridge to Facilitate the Preservation of Long Lake**

**Date:** August 7, 2018

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#### **Background:**

The southern half of Long Lake is currently a 120 acre US Forest Service inholding that the Crested Butte Land Trust has initiated a Federal Land Exchange with the Gunnison National Forest for an approximately 613 acres parcel adjacent to the Fossil Ridge. 15 acres next to Copley Lake will also be included in the Land Exchange. The Crested Butte Land Trust will take fee simple ownership of the property once the Land Exchange is complete.

The Land Trust will manage the property and continue to allow public access to the south side of the lake. They will work with the neighboring property owners to facilitate the protection of wildlife and continued agricultural use on the northern half of the lake.

Butch Clark donated the Fossil Ridge property to the Gunnison Valley Housing Foundation (GVHF). The proceeds from the Land Exchange for the Fossil Ridge property will go to the GVHF for the continued assistance with providing affordable housing in the Gunnison Valley.

The overall budget for the project is \$3,015,000 to complete the transaction. The Town staff is recommending the Town Council authorize a \$1,000,000 commitment towards the completion of the project. The project is set to be complete in 2019 and will require the Council to appropriate the funds in the 2019 budget. If the Council elects to pass Resolution No. 12, Series 2018, the staff will prepare a funding agreement with the Land Trust to be approved prior to the closing of the Land Exchange.

#### **Recommendation:**

A Council person to make a motion followed by a second to pass Resolution No.12 Series 2018 authorizing \$1,000,000 from the Town's Open Space Fund for the Purchase and Conservation of Approximately 613 Acres Adjacent to Fossil Ridge to Facilitate the Preservation of Long Lake and directing Town staff to prepare a funding agreement to be executed with the Land Trust prior to the closing of the Federal Land Exchange.

**RESOLUTION NO. 12**

**SERIES NO. 2018**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL  
AUTHORIZING THE EXPENDITURE OF UP TO \$1,00,000.00  
FROM THE TOWN'S OPEN SPACE FUND FOR THE  
PURCHASE AND CONSERVATION OF APPROXIMATELY 613  
ACRES ADJACENT TO FOSSIL RIDGE TO FACILITATE THE  
PRESERVATION OF LONG LAKE**

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

WHEREAS, The Town staff has recommended that the Town Council provide funds for the Crested Butte Land Trust ("**CBLT**") purchase of a private inholding of approximately 613 acres of real property located adjacent to Fossil Ridge as a component of the Fossil Ridge II Federal Land Exchange; whereby the CBLT will acquire in fee-simple and protect the 120 acres of current Gunnison National Forest Land at Long Lake in Gunnison County, Colorado (the "**Subject Property**");

WHEREAS, Butch Clark donated the Fossil Ridge acreage to the Trust for Public Land (TPL) with designation that the proceeds generated by its public purchase be granted to the Gunnison Valley Housing Foundation for affordable housing;

WHEREAS, the Town staff has, in support of such recommendation, presented to the Town Council that the Subject Property will be owned in fee-simple by CBLT and conveyed to the Gunnison National Forest as a non-federal property and combined with existing CBLT real property of 15 acres at Copley Lake in exchange for approximately 120 acres of Gunnison National Forest on Long Lake; and

WHEREAS, the Town Council finds hereby that providing up to \$1,000,000.00 to CBLT to purchase the Subject Property as a component of the exchange for CBLT ownership and protection of Long Lake is in the best interest of protecting the conservation values of recreational access, wildlife, ranching, and scenic views present on Long Lake, and, therefore in the best interests of the Town and the public;

WHEREAS, the funds are subject to annual appropriation and approval of a funding agreement to be prepared prior to the Federal Land Exchange by the Town Council.

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

1. **Findings.** The Town Council hereby authorizes the expenditure of up to \$1,000,000.00 from the Town's Open Space Fund for the purchase and conservation of approximately 613 acres adjacent to Fossil Ridge to be exchanged for 120 acres at Long Lake, such authorization being in the best interest of Town and the general public.

2. **Funding Agreement.** Pursuant to the above findings, the Town Council hereby approves the delivery of such funds to CBLT or its designee pursuant to the terms and conditions of a funding agreement to be entered into by the Town and CBLT. The final funding agreement shall be approved by separate resolutions of the Town Council.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.

TOWN OF CRESTED BUTTE, COLORADO

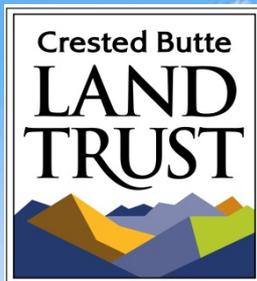
By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

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

(SEAL)

# Long Lake Land Exchange



Crested Butte Land Trust and  
Gunnison National Forest

# Crested Butte Land Trust

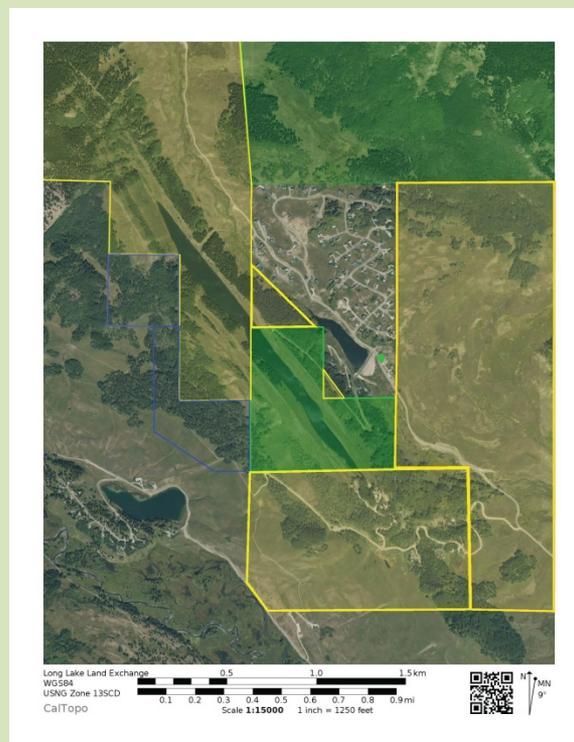
- Nationally accredited local land trust, founded in 1991
- Mission:  
The mission of the Crested Butte Land Trust is to forever protect and steward open lands for vistas, wildlife and ranching, thus contributing to the preservation of Gunnison County's unique heritage and quality of life.

# Land Exchange Basics

- Crested Butte Land Trust has initiated a land exchange with the Gunnison National Forest
  - 628 acres of private inholdings exchanged for 120 acres of National Forest
  - Timeline for Completion: May 2019
  - Total Cost: \$3.4 million

# Federal Exchange Property

- Long Lake: 120 acres of Gunnison National Forest located on the eastern half of Meridian (Long) Lake



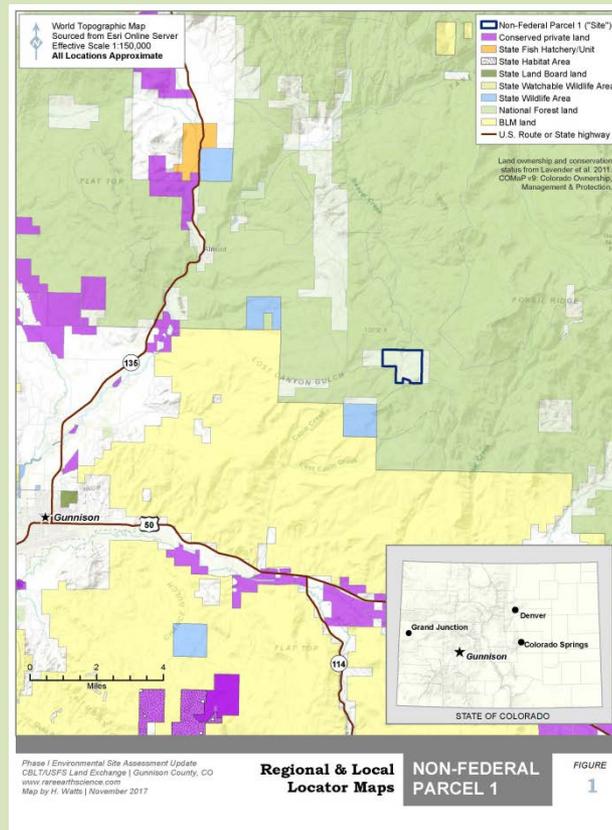
# Non-Federal Exchange Property

Copley Lake: 15 acres of Crested Butte Land Trust property located on the southern half of Copley Lake.



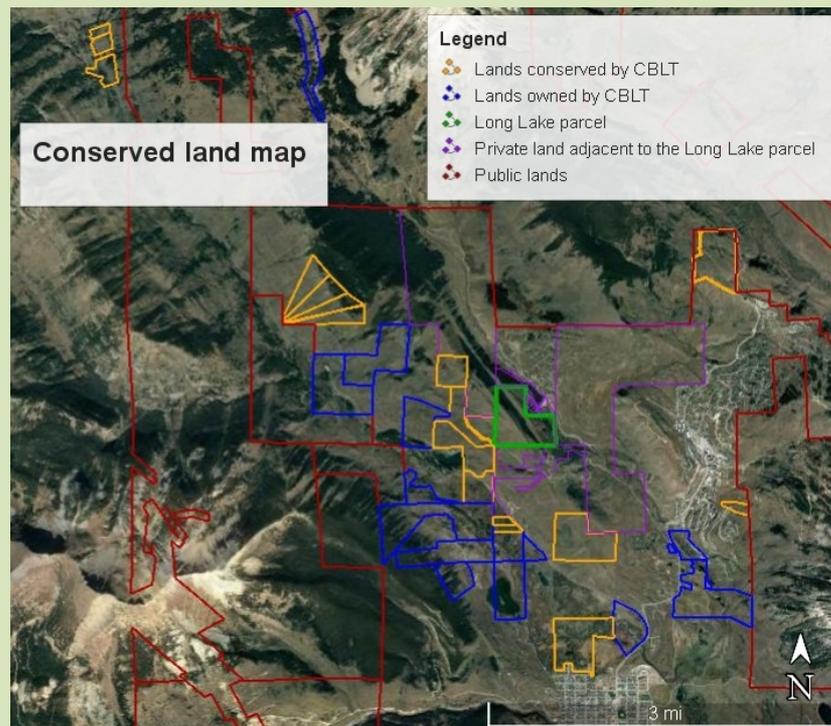
# Non-Federal Exchange Property

- Fossil Ridge: 613 Acres of Trust for Public Land Property located adjacent to Fossil Ridge



# Why?

- GMUG Forest Plan- Land Status Report highlights Long Lake property for disposal.



# Conservation Values

- Scenic Views: :
  - Visually striking on a prominent ridge between the Slate River Valley and Washington Gulch
- Recreational Access to Long Lake
  - Public access to water not guaranteed
- Wildlife Habitat
  - Seasonal big game habitat for spring calving, fawning
  - Migrant bird habitat
- Ranching
  - Critical watering access and grazing connectivity between Washington Gulch and Slate River grazing leases

# Land Trust Management

- Long Lake needs a local steward
  - Uninformed recreation poses a threat to long-term access to the lake
  - Early stakeholder meetings highlighted the need for more active management of access and use of Long Lake
  - Opportunities for local collaboration to improve communication, infrastructure for more informed use.

# Land Management

- Manage the property consistent with the current Forest Service management of public access.
  - Hiking and Biking access to the property will be allowed across the Meridian Lake Park Reservoir Dam.
  - Parking will only be permitted within the designated parking lot on the north side of Washington Gulch Rd, adjacent to the former MLPC tennis courts.
  - The north side of the property and waters of long lake will be managed for public access and recreation.
  - The south side of the property will be managed to protect wildlife habitat and agricultural use, with no recreational trail development.

# Opportunities

- Long Lake needs a voice
  - Cohesive signage and communications of enjoying Long Lake responsibly
- Long Lake needs better facilities
  - Parking improvements to better use/improve space
  - Potential for seasonal restrooms

# Land Exchange and Affordable Housing

- Butch Clark donated Fossil Ridge to TPL with the designation that the fund generated by its public purchase go to the Gunnison Valley Housing Foundation
- Over 90% of the value of Fossil Ridge will be transferred to the Housing Foundation to leverage existing mechanisms for affordable housing

# Land Exchange Budget

## Fossil Ridge II Land Exchange Project Budget

Property Name	Property Acreage	Property Value
<b>Non-Federal</b>		
Copley Lake	15	\$ 100,000.00
Fossil Ridge	613	\$ 2,915,000.00
<b>Total Non Federal</b>	<b>628</b>	<b>\$ 3,015,000.00</b>

Federal		
Long Lake	120	\$ 3,000,000.00
<b>Total Federal</b>	<b>120</b>	<b>\$ 3,000,000.00</b>

<b>Federal Cash Equalization</b>		<b>\$ 15,000.00</b>
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LEX Project Sources	Total Cost	Land Pres. Funding (secured)	Town of CB RETT (pending)	Revolving Opportunity Fund	Private Foundation	Community Support	Cash Equalization	USFS Cost Sharing	CBLT Land In-Kind
	<b>\$3,437,434</b>	\$250,000	\$1,000,000	\$108,066	\$50,000	\$1,903,368	\$15,000	\$11,000	\$100,000

LEX Project Uses									
Land Acquisition	\$3,085,000	\$250,000	\$1,000,000		\$50,000	\$1,670,000	\$15,000		\$100,000
Appraisal	\$25,000			\$25,000					
Title	\$2,814			\$2,814					
U.S. Forest Service analysis/title work	\$11,000							\$11,000	
U.S. Forest Service processing	\$51,052			\$51,052					
Baseline Documentation	\$4,000			\$4,000					
Closing Costs	\$400			\$400					
Environmental Assessment	\$12,300			\$12,300					
Legal Services	\$10,000			\$10,000					
Mapping/Survey	\$2,500			\$2,500					
Stewardship Endowment	\$50,302					\$50,302			
Land Management	\$75,000					\$75,000			
Revolving Fund Replenishment	\$108,066					\$108,066			
<b>Total</b>	<b>\$3,437,434</b>	\$250,000	\$1,000,000	\$108,066	\$50,000	\$1,903,368	\$15,000	\$11,000	\$100,000

# Funding to Date

- Gunnison County Land Preservation Fund:
  - \$250,000
- Land Trust Opportunity Fund
  - \$108,000 Committed
- Private Support Raised since July Launch:
  - \$78,000

# Long Lake: The human story

[Long Lake Land Exchange Video](#)



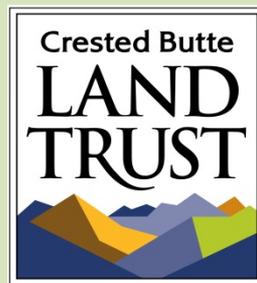
# Questions?

Noel Durant

Executive Director

[noel@cblandtrust.org](mailto:noel@cblandtrust.org)

(970)349-1206





## Staff Report

August 7, 2018

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Rob Zillioux, Finance Director  
**Subject:** 2<sup>nd</sup> Quarter 2018 Financial Report

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Attached is the financial summary and key revenue comparison for the 2Q18 for your review.

### General Fund:

- Revenue overall ahead of budget by 12%. This is driven largely by sales tax, property tax building permits.
- Sales tax is up 8% versus 2017, due to a strong late spring and early summer tourist season. STR Excise tax collections were \$111k for the first half of 2018.
- Building Department revenues are ahead of budget. Building permits, BOZAR fees, tap fees and related are all well above budget.
- Recreation fees are generally on budget or slightly ahead.
- Expenditures overall are well under budget, largely due to Department Head discipline and some project delays. I expect much of this good guy to carry forward through the year.

### Water & Wastewater Fund:

- Revenues are well over budget, as the budget anticipated receiving much of the loan proceeds for the wastewater plant upgrade project last year. Tap fees are also well ahead of budget and last year at this same time.
- Operating expenditures are all under budget. Capital expenditures are well under budget, but this is timing and we will catch up to budget during the course of 2018.

### General Capital Fund:

- Revenue is nearly \$300k above budget, driven largely by use tax (building) and RETT. Both are well ahead of last year.
- Capital expenditures overall are under budget by \$365k YTD. This is largely due to a few significant projects have not yet completed. (OTH ADA Lift, Shop Retaining Wall, Perimeter Fence, Bricks – 100 Elk and Trail Kiosks). I anticipate catching up to full year budget through the rest of 2018

**Street & Alley Fund:**

- Revenue is ahead of budget, driven by property tax and parking in lieu fees.
- Expenditures are significantly below budget. The roundabout project is a large driver, as well as timing on equipment purchase. The roundabout savings will carry through the year, whereas the equipment purchase is timing. The low snow year was also a significant contributor to favorable expenses.

**Affordable Housing Fund:**

- Revenue is in very good shape due to sales tax contributions, housing in lieu and excise tax.
- Expenditures are under budget mostly due to not building the Town Rental unit this year. Tap fee expenses are well under budget, but that is due to an accounting entry that should have been made, and will be done in 3Q.

**Council Quarterly Summary**  
**June 30, 2018**

<u>All</u>	<u>Y-T-D</u>	<u>Y-T-D</u>	<u>VARIANCE</u>	<u>ANNUAL</u>
<b>GENERAL FUND</b>	<b>ACTUAL</b>	<b>BUDGET</b>		<b>BUDGET</b>
Revenue	2,080,016.64	1,850,145.01	229,871.63	4,162,521.71
Total Revenue	<u>2,080,016.64</u>	<u>1,850,145.01</u>	<u>229,871.63</u>	<u>4,162,521.71</u>
<b>EXPENDITURES</b>				
General Government	224,986.23	274,492.44	49,506.21	436,392.49
Court	3,023.69	3,680.02	656.33	7,359.96
Council	41,130.50	66,328.64	25,198.14	114,967.28
Legal	94,659.50	137,050.02	42,390.52	279,648.03
Clerk	89,452.73	99,979.00	10,526.27	189,624.00
Manager	80,179.24	86,822.40	6,643.16	173,644.80
Finance	177,475.72	211,028.50	33,552.78	407,050.00
Marshal	450,512.16	464,157.66	13,645.50	900,437.32
Planning	145,079.50	173,906.36	28,826.86	306,992.72
Facility Maintenance	98,514.47	104,255.88	5,741.41	210,811.92
Town Shop	95,979.51	114,245.70	18,266.19	228,491.40
Public Works	80,315.66	140,196.03	59,880.37	280,392.39
Building	197,549.56	282,222.32	84,672.76	521,044.64
Recreation	149,930.91	191,322.19	41,391.28	364,370.00
Total Expenditures	<u>1,928,790.36</u>	<u>2,349,687.16</u>	<u>420,896.80</u>	<u>4,421,226.95</u>
NET REVENUE (EXPENSE)	<u>151,226.28</u>	<u>(499,542.15)</u>	<u>650,768.43</u>	<u>(258,705.24)</u>
<b>SEWER &amp; WATER FUND</b>				
Revenue	2,473,232.69	1,515,915.89	957,316.80	2,574,640.79
<b>EXPENDITURES</b>				
Administration	260,495.45	283,250.40	22,754.95	566,500.80
Water Operations	138,686.82	158,921.70	20,234.88	317,843.40
Wastewater Operations	331,712.05	390,406.50	58,694.45	752,720.80
Capital Expenses	1,097,763.89	1,502,142.00	404,378.11	1,893,000.00
Total Expenditures	<u>1,831,163.90</u>	<u>2,334,720.60</u>	<u>503,556.70</u>	<u>3,530,065.00</u>
NET REVENUE (EXPENSES)	<u>642,068.79</u>	<u>(818,804.71)</u>	<u>1,460,873.50</u>	<u>(955,424.21)</u>
<b>GENERAL CAPITAL FUND</b>				
<b>Open Space</b>				
Revenue	310,658.55	274,998.00	35,660.55	551,200.00
Expenditures	1,004,327.45	1,013,000.00	8,672.55	1,020,900.00
NET REVENUE (EXPENSE)	<u>(693,668.90)</u>	<u>(738,002.00)</u>	<u>44,333.10</u>	<u>(469,700.00)</u>
<b>Capital</b>				
Revenue	830,189.65	573,704.38	256,485.27	1,219,631.34

Expenditures	<u>790,544.73</u>	<u>1,152,478.63</u>	<u>361,933.90</u>	<u>2,050,703.97</u>
NET REVENUE (EXPENSE)	<u>39,644.92</u>	<u>(578,774.25)</u>	<u>618,419.17</u>	<u>(829,872.63)</u>

**CONSERVATION TRUST FUND**

Revenue	7,973.87	7,760.02	213.85	11,820.04
Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET REVENUE (EXPENSE)	<u>7,973.87</u>	<u>7,760.02</u>	<u>213.85</u>	<u>11,820.04</u>

**STREET & ALLEY FUND**

Revenue	835,647.09	622,459.00	213,188.09	829,741.00
Expenditures	<u>456,419.29</u>	<u>929,503.60</u>	<u>473,084.31</u>	<u>1,193,001.20</u>
NET REVENUE (EXPENSE)	<u>379,227.80</u>	<u>(307,044.60)</u>	<u>686,272.40</u>	<u>(363,260.20)</u>

**AFFORDABLE HOUSING FUND**

Revenue	301,477.66	291,760.02	9,717.64	323,520.04
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	<u>94,497.52</u>	<u>418,549.98</u>	<u>324,052.46</u>	<u>542,299.96</u>
NET REVENUE (EXPENSE)	<u>206,980.14</u>	<u>(126,789.96)</u>	<u>333,770.10</u>	<u>(218,779.92)</u>



## Staff Report August 7, 2018

**To:** Mayor Schmidt and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**Thru:** Michael Yerman, Community Development Director  
**From:** Bob Nevins, Town Planner  
**Subject:** **Parking Management Consultant and Vendor Contract Recommendation**  
**Date:** August 7, 2018

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### **Purpose:**

To consider a recommendation by the Parking Review Committee that Town Council enter into a professional services contract with **Interstate Parking Company LLC of Colorado** to prepare the PHASE 1-Comprehensive Parking Management Plan Addendum with the contingency of developing a PHASE 2-Parking Implementation Program.

### **Background:**

Town Council directed staff to prepare a Request for Proposals (RFP) and solicit bids from professional firms and vendors/operators that specialize in parking management plans, enforcement operations and hardware/software services to develop a comprehensive parking plan and devise a web-based parking program that is flexible, efficient, effective and financially sustainable. The RFP was posted on the Town website on June 21, 2018 and public notices were published for several weeks in the local newspaper.

Five (5) firms contacted the Town Planner by telephone and/or email in regards to the project. A total of three (3) bid proposals were received on or before the deadline of July 23, 2018: ABM Parking Services in Denver; Interstate Parking in Denver; and Republic Parking in Chattanooga, TN.

### **RFP Review Process:**

There was a 6-person Review Committee comprised of two Council members (Will Dujardin and Jackson Petito), two Town staff (Michael Yerman and Bob Nevins), Marshal's office (Joe Dukeman) and Mountain Express (Chris Larsen); Matt Feier of Crested Butte Mountain Resort (CBMR) was also invited to participate. The submittals were evaluated and scored based on: 1) each firm's understanding of project scope, and the practicality and innovation of their proposed parking management options; 2) knowledge of parking management systems, technologies and trends along with the comprehensiveness and effectiveness of their proposed plan; 3) cost-benefit analysis and budget proposal; 4) qualifications of team members; 5) overall responsiveness and quality of their submittal; and 6) their ability to complete the project within budget and schedule. After the proposals were reviewed and discussed, the Committee unanimously decided to invite two (2) firms to town for interviews: 1) Interstate Parking; and 2) Republic Parking.

Interviews were conducted in-person on July 30 at Town Hall. After conducting 1-hour interviews with each firm, the Committee voted 6 to 0 in favor of recommending that Town Council contract with Interstate Parking Company LLC of Colorado based on the thoroughness of their proposal, experience in Breckenridge and with Vail Resorts, their attentiveness to client and customer service; and overall project budget. PHASE 1 Addendum expands the scope of work to include verification of the existing on and off-street parking supply and data collection regarding current traffic patterns and usage of the on and off-street parking supply during peak weekdays and weekends in August 2018. The proposed PHASE 1-Parking Management Plan Addendum contract is a fixed-fee of \$12,826.72 including expenses; the PHASE 2-Parking Implementation Program is tentative pending the outcome of Phase 1 and Town Council approval of a detailed Phase 2 Scope of Services Addendum, project schedule and budget. Republic Parking proposed a Phase 1 Plan fee of \$28,000.00 including expenses with a 50% reduction to \$14,000.00 for the Plan fee contingent upon the Town executing a contract with Republic Parking to develop a Parking Implementation Program within six (6) months of completing Phase 1.

**Recommendation:** A Council member make a motion, followed by a second to approve authorizing the execution of a professional services contract with Interstate Parking Company LLC of Colorado to prepare the PHASE 1-Comprehensive Parking Management Plan Addendum for a fixed-fee of \$12,826.72 with the contingency of developing a PHASE 2-Parking Implementation Program.

**Attachments:**

Professional Services Contract  
Phase 1-Scope of Work Addendum  
Appendix "A"-Parking Management Proposal

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “**Agreement**”) is made effective this \_\_\_\_ day of August, 2018 by and between the **TOWN OF CRESTED BUTTE, COLORADO**, a Colorado home rule municipality (the “**Town**”) with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and Interstate Parking Company LLC of Colorado (“**Consultant**”) with an address of 311 North Main Street, Breckenridge, Colorado 80424.

### RECITALS:

A. The Town desires to obtain professional and technical services from Consultant for the Town of Crested Butte’s PHASE 1-Comprehensive Parking Management Plan Addendum and an optional PHASE 2-Parking Implementation Program depending on the outcome of PHASE 1..

B. Consultant is able to provide professional consulting services to the public and is fully qualified to perform the consulting services needed by the Town in connection with the Project.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the promises and obligations set forth below, the Town and the Consultant agree as follows:

#### **I. SCOPE OF SERVICES**

##### **A. General.**

Consultant shall provide professional consulting and/or technical services for the development of the PHASE 1-comprehensive parking management plan addendum, as more particularly described in the PHASE 1 ADDENDUM attached hereto as Exhibit A. The Consultant shall prepare and provide the Parking Management Plan to the Town with the full understanding that the PHASE 2-parking implementation program is optional pending public input and the outcome of PHASE 1 and Town Council’s authorization to proceed with PHASE 2.

##### **B. Specific Duties and Responsibilities.**

In connection with the Project, Consultant shall undertake the duties and responsibilities and provide the services described in **Exhibit “A,”** captioned “**PHASE 1- Addendum**” which is attached hereto and made a part hereof.

##### **C. Extra Services.**

Upon the express written request of the Town, Consultant shall perform services beyond the scope of the duties and responsibilities described in “**PHASE 1- Addendum Exhibit A “A.”**” Consultant shall charge the Town for such extra services, if any, in accordance with the

provisions of Subsection IV.B. PHASE 2, is optional and if approved by Town Council, it shall require a specific Scope of Work Addendum, project schedule and budget.

#### D. Documents.

1. All information, work notes, reports, documents, computer programs (non-proprietary), computer input and output, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, analyses, tests, maps, surveys or any other materials, whether or not paid for wholly or in part by the Town and whether or not developed in conjunction with the Town or not (including all copyright and other proprietary or intellectual property rights) used or developed for the Project are, shall be and shall remain the sole and exclusive property of the Town. Consultant agrees to provide documents and any other materials developed for the Project regardless of medium in an electronically editable format. Consultant shall not provide copies of any material prepared pursuant to this Agreement to any other party without the prior written consent of the Town.

2. The Town grants to Consultant, and Consultant accepts from the Town, a non-exclusive, worldwide, royalty-free license during Consultant's performance of the services contemplated under this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, copy, prepare derivative works from, distribute perform, display and use any Town Property in connection with the Site and/or Consultant's performance under this Agreement.

### II. COOPERATION BY THE TOWN

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, programs, deliverables, versions, proposals and other information and documents prepared by Consultant, and shall inform Consultant of all decisions that it has made that would affect Consultant's work under this Agreement as soon as reasonably feasible. The Town will inform Consultant of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide Consultant with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

### III. SCHEDULE

Consultant's services are anticipated to be provided in accordance with the detailed project schedule set forth in "PHASE 1- Addendum" attached as Exhibit "A." The Town shall advise Consultant in writing of each change in the schedule as soon as feasible, and Consultant shall thereafter adjust the timing of its services so as to comply with the revised schedule. Consultant shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

### IV. AMOUNT OF PAYMENTS TO CONSULTANT

#### A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Town to Consultant pursuant to this Agreement shall not exceed the sum of \$12,826.72 set forth in "PHASE 1-Addendum, Exhibit "A.""

B. **Specific Charges.**

The Town will pay Consultant on the basis of the payment terms set forth in **“PHASE 1-Addendum, Exhibit “A.”**

C. **Inspection of Records.**

Upon reasonable, advance request, the Town may inspect and copy any or all records of Consultant that would bear on any amounts charged to the Town pursuant to this Agreement.

V. **TIME OF PAYMENTS TO CONSULTANT**

Consultant shall bill their charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a brief description of the services provided and an itemization of direct expenses for each task.

VI. **QUALIFICATIONS ON OBLIGATIONS TO PAY**

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to Consultant if any one or more of the following conditions exists:

A. Consultant is in default of any of its obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. Consultant has failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to Consultant.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to Consultant until Consultant, at its sole cost, performs a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve Consultant of any of its obligations under this Agreement.

VII. **CONSULTANT’S DUTIES**

A. **Abilities, Qualifications, Experience and Best Efforts.**

Notwithstanding anything to the contrary contained in this Agreement, the Town and Consultant agree and acknowledge that the Town enters into this Agreement relying on the

special and unique professional abilities of Consultant to accomplish the Project. Consultant accepts the relationship of trust and confidence established between them and the Town by this Agreement. Consultant covenants with the Town to use its best efforts. Consultant shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

**B. No Conflicts.**

Consultant represents, covenants, and agrees that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

**C. Limitation on Public Statements and Lobbying Activity.**

Consultant is retained to provide information and advice to the Town that includes confidential data, proprietary information, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultant shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any Town agency on any pending matter while they are under contract to the Town;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultant agrees to comply with those conditions. This provision shall not preclude Consultant from providing information to law enforcement officials in connection with any criminal justice investigation.

**D. Quality of Services; Warranty.**

Consultant represents, covenants and agrees that all of the services that it will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement. Consultant warrants to the Town that: (i) Consultant has the right and authority to enter into and perform its obligations under this Agreement; and (ii) that the work product delivered to the Town shall conform substantially to "**PHASE 1-Addendum, Exhibit "A."**"

E. **Accuracy of Work.**

Consultant represents, covenants, and agrees that its work will be accurate and free from any material errors. Consultant additionally represents, covenants, and agrees that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release Consultant's duties, since the Town is ultimately relying upon Consultant's skill and knowledge.

F. **Duty to Warn.**

Consultant agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to Consultant (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultant shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless Consultant advises the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes Consultant to proceed according to the data as originally given.

G. **Attendance at Meetings.**

Consultant shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that Consultant may schedule and attend.

H. **Efficiency.**

Consultant represents, covenants and agrees to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. **Books and Records.**

Consultant shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the Town's inspection at all reasonable times. Consultant shall retain such books and records for at least three (3) years after completion of the Project.

J. **Payment of Bills.**

Consultant shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

**VIII. TERMINATION**

A. **Termination for Breach.**

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by

giving the other party written notice at least three (3) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, Consultant shall promptly deliver to the Town all drawings, computer programs, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by Consultant, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, Consultant will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to Consultant under this Agreement shall cease.

**B. Termination for Convenience.**

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving Consultant written notice at least seven (7) days in advance of the termination date. In the event of such termination, Consultant will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to Consultant under this Agreement shall cease. Furthermore, in the event of such termination, Consultant shall promptly deliver to the Town all drawings, computer programs, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

**IX. SUSPENSION**

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of Consultant hereunder. Such suspension may be accomplished by giving Consultant written notice one day in advance of the suspension date. Upon receipt of such notice, Consultant shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience Consultant and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, Consultant may terminate this Agreement at will.

**X. LAWS TO BE OBSERVED**

Consultant shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals

having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

#### **XI. PATENTED DEVICES, MATERIALS AND PROCESSES**

Consultant shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

#### **XII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20**

Notwithstanding other provisions in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (TABOR).

- A. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.
- C. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

#### **XIII. INDEPENDENT CONTRACTOR**

The relationship between Consultant and the Town is that of an independent contractor. Consultant shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint ventures of the Town. No employee or officer of the Town shall supervise Consultant. Consultant is not entitled to workers' compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.

#### **XIV. INDEMNIFICATION**

Consultant shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the Town and its officers, agents and employees from any claim or action brought by reason thereof.

As part of this obligation, Consultant shall compensate the Town for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally prevailing among private practitioners in the Town of Crested Butte for similar services. Consultant's obligation to indemnify the Town as set forth in this Agreement shall survive the termination or expiration of this Agreement. In addition, the Parties acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

#### **XV. INSURANCE**

A. Consultant agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability
  - a) State of Colorado: Statutory
  - b) Applicable Federal: Statutory
  - c) Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
  - d) Waiver of Subrogation
2. Commercial General Liability
  - a) Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
  - b) Personal & Advertising Injury Limit \$1,000,000
  - c) Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)
  - a) Each Claim/Loss: \$1,000,000
  - b) Aggregate: \$1,000,000

The Town may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits
  - a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000

b) Medical Payments per person	\$ 5,000
c) Uninsured/Underinsured Motorist	\$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

**B. Coverage.**

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Town reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that Consultant substitute another insurer that is reasonably satisfactory to the Town. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect Consultant, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of Consultant, its agents, employees, and representatives in the performance of the services covered herein.

**C. Additional Insureds.**

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of the Town of Crested Butte and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

**D. Automobile Coverage.**

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

**E. Claims-Made Policies.**

If coverage is to be provided on Claims Made forms, Consultant must refer policy to the Town Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, Consultant shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

**F. Changes.**

Consultant shall not cancel, materially change, or fail to renew required insurance coverages. Consultant shall notify the Project Manager of any material reduction or exhaustion

of aggregate limits. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to Consultant, the Town may procure such insurance and deduct its cost from any sum due to Consultant under this Agreement.

**G. Certificates.**

Certificates showing that Consultant is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of this Agreement by the Town. Consultant, or Consultant's insurance broker, shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. Consultant shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

**H. Non-Waiver.**

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

**XVI. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES**

Consultant shall certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Consultant represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while services under this Agreement are being performed; and (iii) if Consultant obtains actual knowledge that a

subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:

a) Notify the subcontractor and the Town within three (3) days that Consultant 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 days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant 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.

Consultant further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the Town may terminate this Agreement for breach and Consultant shall be liable for actual and consequential damages to the Town.

**XVII. INTEGRATION**

This document constitutes the entire agreement between the Town and Consultant and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

**XVIII. NO ASSIGNMENT**

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

**XIX. AMENDMENT IN WRITING**

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

**XX. GOVERNING LAW AND VENUE**

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the County of Gunnison, State of Colorado.

**XXI. NO THIRD PARTY BENEFICIARIES**

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.

**XXII. NO WAIVER**

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

**XXIII. AUTHORITY**

Consultant warrants that the individual executing this Agreement is properly authorized to bind Consultant to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement effective as of the day and year first above written.

**CONSULTANT:**

INTERSTATE PARKING COMPANY LLC OF COLORADO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN:**

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_

Dara MacDonald, Town Manager

**ATTEST:**

\_\_\_\_\_ [SEAL]

Lynelle Stanford, Town Clerk

**EXHIBIT “A”**

**Scope of Work-Addendum**

[attach letter here]



## Phase 1 Addendum- Town of Crested Butte- August 2018

The Interstate of Colorado Goal, "Developing a Comprehensive Parking Management Plan that has Community "buy in" and "support".

1) Team organization/strategy meeting- \$1,200

2) Existing Conditions/On and Off-street parking supply 3) Data Collection of traffic patterns and on and off-street parking usage on Weekdays and Weekends during August- 3 visits by three Interstate of Colorado Ambassadors;

- Two weekends- the second and third weekend of August, one Tuesday through Thursday- third week of August
- Total days-9- 3 employees at \$17 an hour plus benefits-8 hours per day- Total Cost- 9 days\*\$21.42 per hour\*8 hours per day\*3 employees= \$4,626.72
- Hotel plus food at \$500 a day times 9 days= \$4,500.

Total cost- \$9,126.72

4) Stakeholder/Public Outreach program-number and type of meetings- 3 public meetings, 2 staff meetings- \$2,500

5) Identification of Parking Management Area with Neighborhood Districts and ranges of parking parameters- this will be covered in number 4

6) Integration and enhancement of public transit services- this will also be covered in number 4

7) Develop a range of Alternatives and/or Phases- included in the above pricing as part of Interstate of Colorado's final recommended Phase 1 Parking Management Plan to be presented to the Town of Crested Butte

Total Cost of Phase 1- \$12,826.72

**"PHASE 1"-Scope of Work Addendum**



# Requests for Proposals Parking Management Plan and Implementation Program

July 23, 2018

Town of Crested Butte



Appendix "A" Parking Management Proposal

July 21, 2018

Bob Nevins  
Town Planner  
Town of Crested Butte  
P.O. Box 39/507 Maroon Avenue  
Crested Butte, Colorado  
81224

### **Parking Management Plan and Implementation Program**

Dear Bob,

Interstate of Colorado has successfully implemented a parking management and implementation plan for the municipalities of Fargo, Duluth and the Town of Breckenridge and our goal is to replicate this success in Crested Butte.

In the Town of Breckenridge (a historic, resort Town very similar to Crested Butte) we have worked closely with the Town, Vail Resorts, residents, numerous restaurants and private businesses to create an integrated parking management solution that has made parking “fun and easy” and has continually delivered a positive first and last impression for visitors and residents alike.

Our goal is to provide the Town of Crested Butte with this same, successful, parking management solution tailored to your specific needs. Through our toolbox of technologies we will work with the Town to maximize usage of your available parking supply on Elk Avenue, and the 5 surface lots for example and will continue to work with you to decrease traffic congestion and increase the use of public transport and bicycles. After successfully implementing our plan Interstate Development Partners (our sister company) will work actively with the Town to add private parking resources in the future if so required.

We will deliver the following deliverables for the Town of Crested Butte:

- We will make continual recommendations regarding traffic patterns and the use of online residential permits to control and maximize parking utilization in the surrounding neighborhoods to Elk Avenue.
- Interstate of Colorado will review the greater mobility plan for the Town and will integrate the parking to maximize, turnover and public transit usage and will make suggestions on potential long term projects such as the potential to provide park and ride options from the 14 acre parcel two miles South of Town on Highway 135.
- Meet with potential stakeholders as detailed in our parking management plan to create an implementation plan that meets and exceeds the of everyone in Crested Butte.



- In our implementation program we will recommend, cost and install our “toolbox” of technologies. Our goal to ensure an unmatched customer experience through the use of solar powered kiosks, lpr technology, online residential and employment permits and an active yet reflective enforcement program.
- Interstate will provide a complete costing of each technology including the enforcement program with associated staffing and overhead costs.
- We will provide a complete operating budget for both the Management Plan and the Implementation program.



- We will design a website with a potential domain of [www.ParkCrestedButte.com](http://www.ParkCrestedButte.com) (see BreckPark.com) that will become the focal point for anything parking related in Town 24/7- online residential and employee permits, violation payments, Town mobility information and our ongoing customer satisfaction survey. Through the survey advertised on the solar powered kiosks customers will give us feedback on 12 different service points and would have the opportunity to win an Epic Pass if the Town so chooses for filling out the survey.
- Interstate will propose a management fee included in our complete operating budget.

We do not foresee any constraints or issues unique to this scope of work that could impede our ability to complete this project on time or within budget.

Please contact Gareth Lloyd regarding any questions related to this proposal:

Gareth Lloyd  
 Interstate Parking Company LLC of Colorado  
 311 North Main Street  
 Breckenridge, CO 80424  
 (M) (720)646-0261  
 (E) [gllloyd@interstateparking.com](mailto:gllloyd@interstateparking.com)

Best Regards,

Gareth Lloyd



## — OUR BRAND VALUES —

### *Customer Service*

#### WHEN COMMUNICATING WITH US:

- Local customer service
- Same business day response and 24 hour issue resolution with no run around
- Modern communication options for contacting us
- Well trained, competent staff who take ownership in providing exceptional service
- Customized solutions for unique parking needs

#### WHEN PARKING AT OUR LOCATIONS:

- 24 hour parking facility assistance
- Well maintained and inviting environment
- Informative and highly visible signage
- Modern and user-friendly technology
- Wide range of traditional and cutting-edge payment options

### *Employee Experience*

- Genuine support in building a long-term career with opportunities for advancement
- Professional and positive team environment promoting mutual respect and value for everyone
- Empowerment with responsibility and authority
- Professional development opportunities
- Open door policy
- Competitive, performance-based compensation
- Active owner involvement

### *Client Guarantee*

- Customized, site-specific business plan with direct senior management and owner involvement
- Minimum of 10% increase in profit within first year of management
- Management with foundational experience as parking asset owners
- Proactive daily review and analysis of revenue to maximize net income
- 24 hour access to local management
- Local and efficient decision making
- No conflict of interest with other locations

*We Park Cars*





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### 3.1.3 -Methods and Plan

Notice of Award- August 8<sup>th</sup>, 2018

Contract negotiation finalized by August 15<sup>th</sup>, 2018.

Authorization to proceed; project to begin on August 17<sup>th</sup>, 2018.

Phase 1-Parking Management Plan to be Completed by September 30<sup>th</sup>,2018

- Identification of the parking management area, creating neighborhood districts and developing the parking management parameters- a one on one day session with the appropriate parties from each neighbourhood district to understand the required parking management parameters for current traffic patterns, on/off street parking supply and then gain input from the Town planners. We will incorporate the entire Town's needs into the plan. Once agreed upon we will input the plan into the website for onsite registration and billing- including recommending rates for permits, on street parking , two hour free parking zoned and surface lots along with revenue and expense expectations.
- Developing the Parking Website per the same parameters as Duluth and Breck Park- include all locations in an interactive map with applicable rates- CB, MCB, MCBMR-online billing and registration for permits, violation payment, pre payment for parking on surface lots, online chat, instructions for enjoying the Park Crested Butte experience- festivals etc.- a one stop 24/7 community outreach arm for Park Crested Butte- includes associated Park Crested Butte. Branding all subject to the Town's approval.
- Public Outreach Meetings (3) and staff work sessions - duration for each meeting determined by the needs of each group- two members of Interstate's Ownership group will be present for each



meeting with the goal of gaining understanding and community awareness for the greater community mobility management plan.

- Meet with the Public Transit Service to understand how our management system will and can enhance their services/ridership and meet with the police department to understand the current enforcement and parking policies that we can build on.
- Look at potential opportunities for shared parking at the 5 existing parking lots and make suggestions for potential new operations at existing facilities and make suggestions on rates and appropriate technology solutions where and if applicable.
- Prepare an analysis of the potential for an interceptor/ park n ride at locations such as the 2 acres that are jointly owned South of Town on highway 135.

#### Phase 2- Implementation Program to be Completed December 1, 2018

We are recommending the same solar powered solution using 15 solar powered kiosks and the “ParkCrestedButte” app as payment platforms that we use in Breckenridge. All payments by customers would be made via license plate on the app, at the solar powered meters on Elk Avenue and the 5 surface lots or online for residential permits. Enforcement would be completed by our Crested Butte Ambassadors using Lpr recognition technology. Offenders who do not pay for parking in the paid parking zones, two hour zones or residential zones will be issued a violation notice by our Crested Butte ambassadors.

The “ParkCrestedButte” website will act as a 24/7 customer service centre where customers can purchase residential permits, employee permits and pay violation notices online.

Each technology in Interstate of Colorado’s toolbox is budgeted for in the provided budget and is outlined below:



### Solar Powered Green Technology Solution



#### Durability & Ease of Use

- Designed for the most extreme cold weather operation, rated at -32.8°F (-36°C) + 158°F (70°C) continuous sustained operation under Ac power operation without the use of an external heater. (Temperatures were verified via 3<sup>rd</sup> party testing at the University of Manitoba, "Cold-Weather Certificate" available upon request.)
- Meters are unparalleled with regards to being able to resist wind, dust, rain, radiation, graffiti, corrosion, vandalism and tampering
- Displays are backlit and protected by a Lexan cover.
- Units are easily recognizable and feature a user-friendly interface and instruction guide.
- A large, three-paneled parking sign allows patrons to quickly and easily locate the units where they are required to pay for parking privileges.
- The ticket dispenser mouth on the unit is designed so that the ticket is sheltered from rain and wind and is presented to the user in an ergonomic manner.
- Machines are powered by a solar panel without supplementary civil work.



- Unparalleled solar power operation. Solar powered units can continue to function for up to three months without solar power by use of on board, stored battery power.

#### Payment Methods & Security

- Units are able to accept payment via coins, credit card or smart card schemes.
- Specialized coin slot shutter, coin inlet mechanism and coin selector are specifically designed to significantly reduce coin jams, fraud attempts and vandalism.
- Electronic Coin Selectors ensure that units are programmable to accept up to 15 different types of coins plus a token. Standard coin recognition includes nickels, dimes, quarters, dollars, and any special tokens in Canadian and US currency.
- Coins are tested using the following criteria:
  - Diameter (optical with emitter and receiver)
  - Width (optical with emitter and receiver)
  - Composition (magnetic using a minimum of two frequencies)
  - Meters are available with either Electronic or Manual Locking Mechanisms.
  - Highest security and cash handling features in the industry.
  - Independent compartments and corresponding keys for the coin vault and components compartment help ensure that only authorized key holders have access to the vault.
  - Titanium re-enforced coin vault to deter theft and vandalism

#### Credit Card Processing

- The Credit Card entry slot is equipped with a hybrid reader allowing it to accept credit cards and up to four Smart Card schemes.
- The Pay by License Plate meters utilize wireless communication for online credit card authorization via banking services. Online processing verifies every credit card on the spot prior to authorizing parking privileges.
- All credit cards are accepted and authorized in real time. In the online mode, credit card transactions are authorized at the point of purchase. In this mode each transaction is sent to a PCI Compliant Data Centre and onto a bank clearing house for approval.
- The main benefits to on-line credit card approval are as follows:
  - Reduced threat of fraud (from internal and external sources)
  - Transaction integrity.
  - Impedes the use of cards that have been reported as lost or stolen thus protecting revenues.
  - Transactions are not stored on the pay station so there is almost no chance of lost or duplicated transactions, further reducing the exposure to fraud or lost revenue.

#### Rate Programming

The recommended Pay by License Plate units are able to integrate various rate structures as determined by the Town of Crested Butte. Rates and/or schedules may be programmed multiple ways; onboard locally at the unit, via wireless network or by programming an EPROM. The EPROM programming is by far the most robust and reliable method.



### Remote Monitoring and Alarms

The status of the units can be remotely monitored 24/7/365 via a web based managed tool. Alarms such as machine failures, low ticket and coin box full thresholds are detected and transmitted to either a wireless handheld computer or any internet connected device. Technicians can then be dispatched to resolve the alarm condition and in most cases before it becomes a hard failure. This will enable an un-interrupted operation and allow for continued revenue generation.

### Reports

All events recorded on a particular pay station; maintenance operation, collection, out-of-order, transaction are recorded and regularly sent to the central server where it is processed and made available to the subscriber and accessed via management profile. The data is regularly refreshed and made available on CMPS Reports module. CPMS reports allow the client to view and export pre-defined reports on a regular basis without the need to sort through the detailed data.

The information is maintained in the pay station until the next collection of data. In the case of a communication problem, a back-up solution by hand-held pay station is available. The transfer via a hand-held unit is carried out without a need to open the pay station.

### Pay by Plate Mode Our Preferred Choice

We prefer plate based registration as the preferred mode of payment when integrating other systems as it provides much easier and mistake free enforcement. Other benefits include:

- Customers do not have to return to the vehicle to display a receipt, saving time and frustration
  - Citation writing errors and patrol times are greatly reduced
  - Eliminates 'pass back' on surface lots with shared receipts
  - Integrates in real time with the Passport Pay by Phone, also plate based
  - Passport Enforcement Program allows paid plates to be visible to the patroller in real time
- Monthly Parking hangtag numbers or plates can be uploaded into the system, allowing the patroller a full list of valid vehicles in real time



### COMMUNITY OUTREACH & ENFORCEMENT

The intent of the parking enforcement program is to provide exceptional customer service and community outreach. The Interstate Parking Field Ambassadors provide enforcement so as to promote public compliance of the parking restrictions with the goal of realizing enhanced utilization, increased revenue, optimized parking mix and adequate availability for multiple customer groups.



The Parking Enforcement Philosophy, in order of importance, is:

1. Customer Service and Community Outreach
2. Enforcement of Town parking restrictions
3. Discourage repeat offenders
4. Efficient enforcement scheduling

*Focusing on Community  
Outreach and Exceptional  
Customer Service*

#### Enforcement Schedule

The enforcement officer team will consist of Parking Ambassadors who work in shifts, thus ensuring maximum coverage while minimizing operating expenses. Interstate will also work to adjust each individual officer's patrol route to prevent predictability and customer abuse. We are committed to ensuring a high level of customer outreach through paying our people above market rate and including a Customer Service Coordinator. In addition, we are investing in recruitment and an employee loyalty program in our management fee.



will  
are

In addition to enforcement activity, the officers will have ample time for:

- Customer service and community outreach
- Facility maintenance
- PARCS preventative maintenance
- Other non-enforcement activities



#### AMBASSADORS

Parking Field Ambassadors are very visible members of the Interstate Parking team and their presence and actions at street level are a direct representation of our brand and the iconic Town of Crested Butte. As a result of their important role, Parking Field Ambassadors employed by Interstate Parking receive extensive training on a variety of subject matter. For example:

- Customer service
- Infraction violation issuance
- Conflict mitigation

- Internal communication
- Preventative maintenance on revenue control equipment
- Traffic control and direction assistance
- Educating the public about the Town of Crested Butte

We are big believers in educating the public on their parking options as exemplified in the information brochure/warning from Fargo on the following page.



Interstate Parking personnel are responsible for maintenance and up-keep of all facilities areas. Cleaning is done on a regularly scheduled basis with special projects being done as necessary.

Repair and maintenance of the equipment associated with the upkeep of the facilities is the responsibility of Interstate Parking personnel. Inoperative equipment is checked to determine if repairs can be made prior to calling outside service contractors. Outside vendors may be used when necessary to repair and maintain equipment in the facilities. Any repairs of a capital nature will be sent to the Town of Crested Butte with estimates for approval prior to undertaking the project.

Interstate will maintain the parking facilities as outlined below and as directed by the Town of Crested Butte:

- Maintenance of revenue control equipment
- Give feedback on the Town's snow clearance
- Routine maintenance of signs
- Replacement of broken glass
- Review quarterly power sweeping
- Removal of graffiti or marking of the facilities
- All other maintenance and light janitorial responsibilities as required by the RFP



The Ambassador vehicle will be well known in town by its Park Crested Butte enabled logo wrapped vehicle all subject to the Town's approval.

### ONLINE RESIDENTIAL, VISITOR, EMPLOYEE PERMITTING

For customers preferring to manage their monthly parking account online, our online account management features are sure to impress and will be customized for Crested Butte branding as we have developed for Fargo and Duluth as shown below. At [www.duluthparking.com](http://www.duluthparking.com) customers are able to:

- Sign up for a new monthly/permit parking account
- Make a one-time credit card payment
- Change personal account information
- View account history and check current balance
- Corporate accounts can modify parkers within their group including adding, deleting, modifying and transferring parkers
- Pay and appeal citations

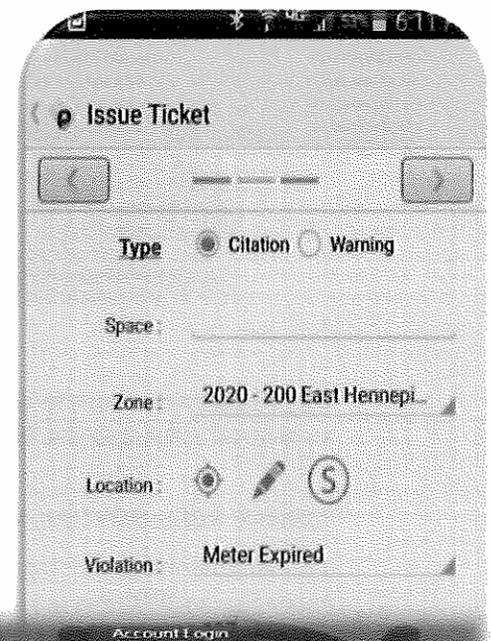


## CITATION MANAGEMENT

### Enhanced Enforcement Technology System

Our proposed enforcement system is *Passport*. The systems benefits are as follows:

- Ability to attach high resolution pictures to citation file and prints directly on citation
- Smart phone based mobile app, Bluetooth printer and Gentec app result in low cost of up front equipment purchase
- Proven in many municipal parking operations
- Access to real-time payment information including **pay-by-plate**
- Online adjudication module integrated within Crested Buttegov.org website
- Scofflaw tracking
- Optional integration with law enforcement for suspect vehicle notification



## Customer Service

In our effort to provide the greatest degree of customer service and prompt issue resolution, customers may connect with our customer service management team in any of the following methods:

- 24-hour local telephone number answered by our local management team at (970) mtn -park.
- [coinfo@interstateparking.com](mailto:coinfo@interstateparking.com) – general inquiry email which will be received by all of our Colorado based customer service team. When one member of our team replies to an inquiry, she or he will copy the other team members to ensure all team members know who has taken ownership of the inquiry.
- [www.interstateparking.com](http://www.interstateparking.com) – online inquiry submittal form that is answered by our local customer service team in the same fashion as the email address above.

**CONTACT US**

**Customer Response Guarantee**  
We will respond to all inquiries received by noon on the same business day or the inquiries received after noon by noon on the following business day or your next day of parking is free!

**Interstate PARKING**

Minneapolis / St. Paul Operations  
120 South 6th Street, 2005  
Minneapolis, MN 55405  
P (612)375-1301  
E [mninfo@interstateparking.com](mailto:mninfo@interstateparking.com)

We take serious attention to complaints. For complaints, the following procedures will be followed once an unsatisfactory situation has occurred:

- ♦ If the complaint is directed to a field employee, (customer service ambassador, maintenance technician or patroller) the employee will listen intently to the explanation given by the unsatisfied customer. At this point the employee is to direct the customer to the manager's office or contact the manager's office and request the manager to file the complaint from the customer.
- ♦ Once a representative of the management team has met with the customer, a customer complaint record will be completed.

- ◆ After the complaint has been logged any policies pertaining to the situation will be explained to the customer. The management representative will present solutions to remedy the situation to the customer's satisfaction while protecting Interstate Parking's and Town of Crested Butte's image and integrity.
- ◆ Once a solution has been determined, this will be documented on record. A copy of the resolution will then be provided to Town of Crested Butte Interstate's corporate office and kept on file in the location office.
- ◆ The manager will be available to address any further concerns the Town of Crested Butte may have on complaints that are filed.
- ◆ If the complaint is of a material nature and potentially one that could recur without a change in operating procedures and/or policies the manager will prepare a full report of the incident with an appropriate proposed solution recommendation or itemized alternatives to Town of Crested Butte within twenty-four hours of the incident.
- ◆ The manager will respond to such complaints as directed by the Town of Crested Butte with the Town's approval or changes to any recommendation made by Interstate.

#### **Mystery Parker Program**

Interstate Parking will initiate and utilize a mystery-parking program on a recurring basis. To ensure quality control, the manager will recruit transient and monthly parkers to administer on a weekly or bi-weekly basis an assessment of overall levels of customer service as they apply to the facilities. Each mystery parker will be given a mystery parker form to complete. Included on the form will be general items pertaining to cleanliness of office/pay station lobbies, equipment and facilities, appearance and attitude of the employee, and an assessment of the professionalism of the interaction and payment transaction.

#### **Annual Customer Survey**

Interstate Parking will conduct an annual customer survey of the parking facilities. Interstate Parking will post employees at the monthly parking entrance lanes to distribute customer survey cards for a period of one day.



After the survey notice is advertised and communicated, the online survey (using Interstate's account with Survey Monkey) will be live for approximately two weeks with tabulation taking approximately one week thereafter. The results will be tabulated, and the results will be forwarded back to Town of Crested Butte along with any resulting recommendations for changes to operations leading to an enhancement in the parking experience at Town of Crested Butte. The cost of the survey is included in our proposed annual budget.

### **LOCAL CUSTOMER SERVICE**

In our experience, we understand that parking is a commodity service largely based upon location, convenience and price. We view our service as our customer's transition to their final destination. We recognize no one travels to our parking locations simply to park with us. They are looking for the most convenient, cost effective, safe and clean location to leave their vehicle while they go on with the real



purpose of their day. Our ability to ensure that space is available, at a price and terms our customers will continue to choose over our competitor's locations is our daily goal.

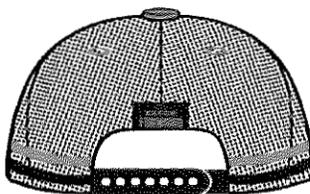
We take extra strides to remain connected and accessible to our customers considering our locations are automated; without effort, it is easy to lose track of our customers and miss opportunities to gain new customers and retain our regular patrons.

This clear understanding of parking services translates into our customer service philosophy as follows:

1. **Local Customer Service and Sales** - 100% of customer inquiries answered by local customer service and sales staff. **Yes, that's right! We do not send any type of local inquiry to another state or country for handling!** Our customer service team consists of our on-site customer service representatives, customer solutions manager, operations manager and general manager.
2. **Personal Customer Service** – Each monthly parking and validation account (whether corporate or individual) is assigned to a Customer Solutions Manager. Our customers continue their relationship with Interstate through the same Customer Solutions Manager for the duration of their patronage.
3. **Accessible Customer Service** – We view each new or existing customer inquiry as an opportunity to create new business or retain existing business from a valuable customer. Each phone call or walk-in customer first represents a neighbor, local business owner, visitor/tourist, etc. to the Town in addition to revenue and profit and we make it easy for customers to reach us by local telephone, centrally located downtown customer service office, email or text message.
4. **Capable Same Day Service** - Same day service for all new and existing customer inquiries. In lieu of un-empowered phone operators, our Customer Solutions team answers all calls directly. They are authorized to handle 95% of all inquiries during the initial customer call and the remaining 5% are required to be resolved by an operations manager the same day for inquiries before 2pm and no later than noon the next day for inquiries after 2pm. In our experience to date, we are proud to report that 90% of all inquiries are handled within the same business day.
5. **24-Hour Site Customer Assistance** – Our combined remote monitoring center and 24 hour on-call management team provide reliable and capable customer service around the clock. Anyone calling for assistance at one of our automated locations after normal business hours will reach a capable local manager; not a helpless remote answering service.

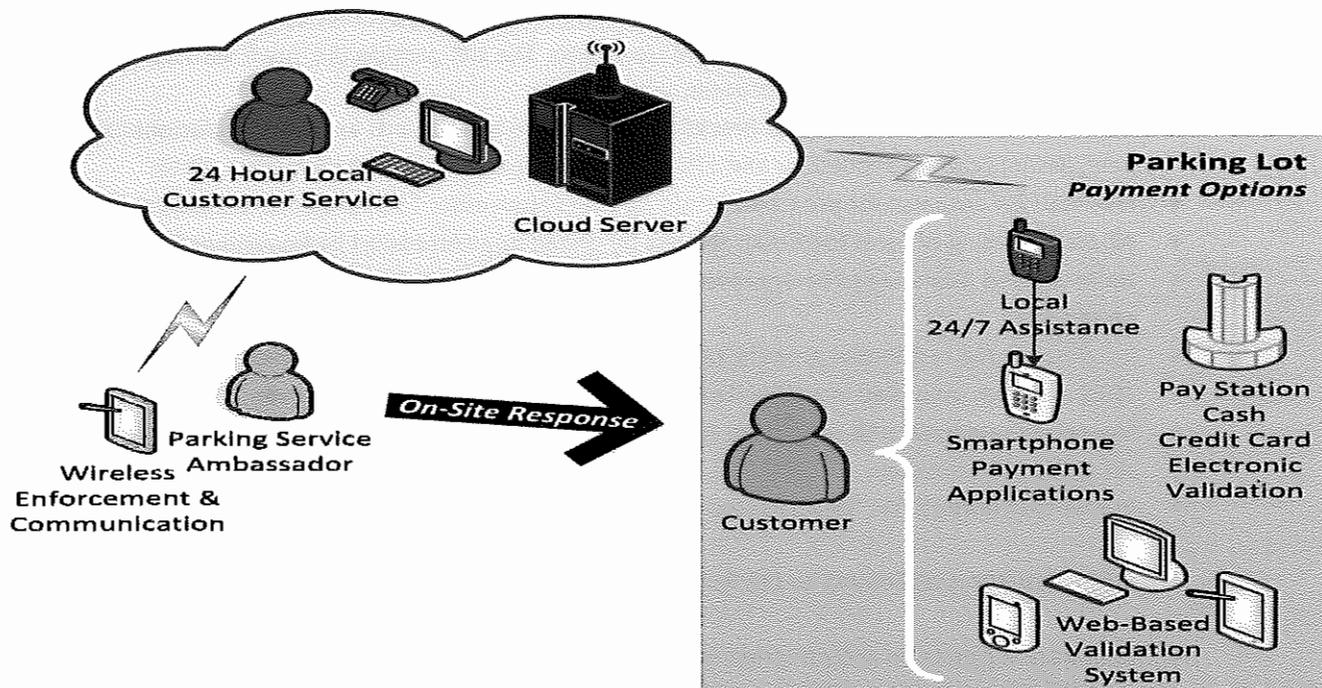


**Our local customer service- Team Crested Butte will be found uniformed with the following as a sample subject to the Town's approval:**



Each of the above technologies will Be Easy to use and Aesthetically pleasing, each will:

- Provide Real-time reporting and analysis
- Add value to the parking experience
- Be tested by Interstate thoroughly before being recommended to the Town
- Will be part of an integrated payment and customer service platform as diagrammed below.



Our Crested Butte Customer Service Centre will optimize the customer experience using many of the above noted ideas and technologies all subject to the Town's approval

## Timeline (approximate guidelines per the RFP)

- Order and install 15 solar powered T2 Digital kiosks for Elk Avenue and the 5 surface lots- order to be placed by September 1, 2018.
- Order all ticketing related software for the issuance of violations via passport including the collection of unpaid violations, includes 10 lpr equipped smart phones with printers for on location ticket issuance. Suggested initial violation \$35, after 15 days \$65. October 1, 2018.
- All collections systems of overdue accounts nationwide by Passport fully operational by November 1, 2018 for December 1, 2018 start date. We will provide the Town with a complete understanding of the collection process.
- Create a website patterned after BreckPark.com where all locations are listed, violations can be paid, permits can be applied for and attained. Fully operational by November 1, 2018.
- Hire staff for ambassador program. Training starts November 15<sup>th</sup> for December 1 start date.
- All programming of rates for kiosks and pay by phone app completed by November 15<sup>th</sup>, 2018
- Uniforms and branding to be approved by the Town October 1, 2018- uniforms to be ordered on this date.
- Neighbourhood residential permits, rates and applicability to be decided on by November 1, 2018 and then uploaded into website for payment platform and tested November 1, 18.
- Signage as required to be submitted to the Town by October 1, 2018 for approval and subsequent installation.
- Branding of potentially, "Park Crested Butte" to be decided on by October 1, 2018.

### Suggested Rates all Subject to the Parking Management Plan

- Interstate suggests on and off street 30 minute rate of \$1.50 a half hour with no maximum on Elk Avenue.
- Daily maximum of \$10 on surface lots.
- Hours of Operation 7 days a week 10 am to 8 pm.
- Residential and Employee permits \$40 for four months. Visitor permits to be discussed.
- 2 hour free parking to be identified on particular side streets in the parking management plan.





**3.1.4- Qualifications and Experience-** We are structured to keep our senior management and ownership directly involved in the day to day operations. Tony, Gareth (Breckenridge) and Paul have been intimately involved in the initial set up and continued operation of each municipality. This will continue in Crested Butte.



Municipality: Town of Breckenridge	Mayor: Eric Mamula
Address: Town Hall	Telephone (970)-485-2969
150 Ski Hill Road, Breckenridge, Colorado, 80424	
Contact address: <a href="http://ericmamula.com">http://ericmamula.com</a>	Facility Details: 21 properties; 2,212 parking stalls, residential and employee permit parking

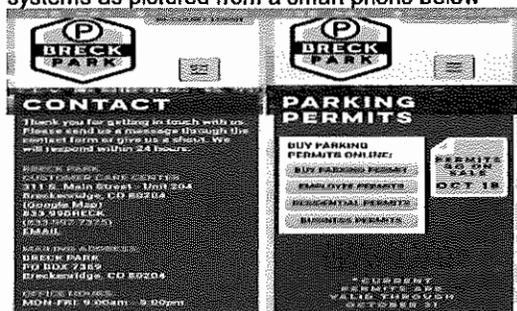
#### Scope of work:

Interstate Parking, has operated the Town of Breckenridge parking portfolio since September 2017. Prior to September, the Town of Breckenridge operated its parking enterprise internally through efforts from multiple Town departments including the Police, Public Works and the Assistant Town Manager. As a result of the Town's desire to enhance the customer service and efficiency of the municipal parking system and develop/construct new integrated, parking facilities the Town chose to select a private parking management firm with a background in development and greater mobility plans through a competitive RFP process. We, along with the largest national parking operators, responded to the RFP and our company was awarded the contract due to our highly successful, customized, local approach to developing a comprehensive parking system plan for Duluth's and Fargo's parking enterprise that has now culminated in what is now known as "Breckpark". [www.Breckpark.com](http://www.Breckpark.com) is the new public facing town-wide brand pictured for the Mountain Town parking experience created by Interstate.



We created the BreckPark brand and integrated the entire parking operation efficiently in a manner that created a seamless transition for our customers. Some of the achievements to date at Breckpark are as follows after only two months of operation:

- 24/7 Customer Service- Custom website, retail customer service center ("the Breck Park Store at 311 N. Main") and modern online chat, text, email, 24/7 local telephone and citywide VFH radio network customer response communication systems as pictured from a smart phone below



- Technology implementation with fully automated parking throughout the entire system enabling credit card, Breck Park pay by phone app and electronic validation payments for local businesses for their customers throughout the entire parking enterprise fully integrated with the BreckPark.com website
- Full online automation of the residential, employee and business permit plan so that residents and businesses can easily activate their own parking 24/7 from their personal computer or mobile device as pictured above from a mobile phone screen shot
- Same business day response guarantee from our local, Breck Park on street ambassadors, full time customer solutions provider and the local management team
- Ongoing consultations with the Town on traffic management, a fully integrated mobility plan and the potential development and construction of parking garages through direct communications with parking consultants, Cdot and local developers
- Fully integrated license plate recognition based, solar powered, technology that requires no paper- a green solution. Ticketless paid parking that communicates in real time with the Breck Park pay by phone app. Fully integrated compliance with all payment platforms communicating in real time to the LPR vehicle. The Breck Park license plate recognition vehicle collects constant, statistical data for space analysis and usage pattern understanding that allows Breckpark to create a parking solution that constantly evolves to meet the needs of the Town's greater mobility plan.



<b>Company:</b> CITY OF DULUTH	<b>Contract Supervisor:</b> Mark Bauer, Parking Manager
<b>Address:</b> City Hall 411 West 1 <sup>st</sup> Street Duluth, MN 55802	<b>Telephone:</b> (218) 730-5178
<b>Email address:</b> mkennedy@duluthmn.gov	<b>Fax:</b> (218) 730-5953
	<b>Facility Details:</b> 26 properties; 3,243 stalls

#### Scope of work

Interstate Parking, has operated the City of Duluth municipal parking portfolio since early 2012. Prior to 2012, the City of Duluth operated its parking enterprise internally through efforts from multiple city departments. As a result of the City's desire to enhance the customer service and efficiency of the municipal parking system, the City created a parking division and hired a private parking management firm through a competitive RFP process. We, along with the largest national parking operators, responded to the RFP and our company was awarded the contract with unanimous vote by the selection committee due to our highly customized approach to developing a comprehensive parking system plan for the City's parking enterprise that culminated in what is now known as "Duluth Parking", the new public facing city-wide brand for the municipal parking enterprise.



In partnership with the downtown business community and the City of Duluth, we created the Duluth Parking brand and re-built the parking operation from the ground up. Some of the

achievements to date at Duluth Parking are as follows:

- Development of a 5 year strategic plan including guiding principles of the parking system
- Custom website, retail customer service center ("the Parking Store") and modern online chat, text, email, 24/7 local telephone and citywide VFH radio network customer response communication systems
- Modern technology implementation with fully automated parking throughout the entire system enabling credit card and electronic validation payments throughout the entire parking enterprise
- Online account management, bill pay and prepaid event parking
- Same business day response guarantee from local customer service agents and management team
- Vigorous community outreach including frequent parking/mobility public forums, face to face stakeholder meetings, online surveys and membership involvement in Chamber of Commerce, Visit Duluth, Greater Downtown Council and Canal Park Business Association



#### Applicability to Crested Butte Municipal Parking Operation

The Town of Crested Butte parking system is a major operation requiring a reliable operating partner with proven financial stability and performance in providing services to a governmental authority. In our partnership with the City of Duluth as well as our other U.S. public institutional clients including the City of Fargo, City of Minneapolis, Milwaukee County and Milwaukee Area Technical College, we have a proven track record of delivering a fully customized operation without sacrificing an ounce of audit, revenue security or financial integrity in the process.

Furthermore, the Town of Crested Butte parking system will require substantial corporate support in areas of accounting, revenue control and audit, human resources, information technology, legal, risk management and executive management. In all of our operations, we combine local management and customer service with a strong backbone of corporate departmental support in all of these areas. Specifically, as it relates to the key success objectives at Crested Butte, we believe the following success attributes are directly related to our performance with the City of Duluth and our other partnerships:

- Community liaison and outreach
- Parking enforcement
- Citation adjudication processes
- Citation collection processes
- Efficient utilization of parking supply
- Corporate support (revenue security, audit, marketing, human resources)
- Custom branding and operating plans
- Website development, management and customer communication system development
- Strategic planning for a public institution



<b>City of Fargo</b>	Jim Gilmour, Director of Planning and Development
<b>Address</b> Planning and Development	<b>Telephone</b> (701) 241-1474
200 3 <sup>rd</sup> St N., Fargo, North Dakota 58102	<b>Fax</b> (701) 241-1526
<b>Email address:</b> JGilmour@cityoffargo.com	<b>Details:</b> 10 properties; 1534 off-street, 1622 on-street
<p><b>Scope of work</b></p> <p>Interstate Parking, has operated the City of Fargo municipal parking portfolio since January 2015. Prior to 2015, the City of Fargo contracted with a local private operator for many years. As a result of the City's desire to facilitate future economic development and enhance the utilization customer service and efficiency of the municipal parking system, the City hired a private parking management firm through a competitive RFP process. We, were awarded the contract by the selection committee due to our highly customized approach to developing a comprehensive parking system plan for the City's parking enterprise that culminated in what is now known as "Fargo Parking", the new public facing city-wide brand for the municipal parking enterprise. In 2016, we began to conduct enforcement of the downtown Fargo on-street, time zone restricted spaces. Today, the city just opened a new, 421-space parking garage that will be wrapped with 300 market-rate apartments. In July, they will commence construction on a 400-space garage and 23 story mixed-use development.</p>	
<p>In partnership with the downtown business community and the City of Fargo, we created the Fargo Parking brand and re-build the parking operation from the ground up. Some of the achievements to date at Fargo Parking are as follows:</p> <ul style="list-style-type: none"> <li>• Comprehensive community outreach including frequent parking/mobility public forums, face to face stakeholder meetings, online surveys, as well as communication and explanation of technology enhancements</li> <li>• Developed and implemented a warning citation in the form of a full color parking guide complete with maps and event calendar</li> <li>• Custom website (www.FargoParking.com), 24/7 local telephone and customer response communication systems, easy to use instructions and videos of technology and enforcement changes</li> <li>• Modern technology implementation enabling credit card and electronic validation payments throughout the entire parking system</li> <li>• Online account management, bill pay and prepaid event parking</li> <li>• Same business day response guarantee from <u>local</u> customer service agents and management team</li> <li>• Reduced labor costs while increasing facility occupancy and net revenue</li> </ul>	
<p><b>Applicability to Crested Butte Municipal Parking Operation</b></p> <p>The Town of Crested Butte parking system is a major operation requiring a reliable operating partner with proven financial stability and performance in providing services to a governmental authority. In our partnership with the City of Fargo, as well as our other U.S. public institutional clients including the City of Duluth, City of Minneapolis, Milwaukee County and Milwaukee Area Technical College, we have a proven track record of delivering a fully customized operation without sacrificing an ounce of audit, revenue security or financial integrity in the process. Furthermore, the Town parking system will require substantial corporate support in areas of accounting, revenue control and audit, human resources, information technology, legal, risk management and executive management. In all of our</p>	



operations, we combine local management and customer service with a strong backbone of corporate departmental support in all of these areas. Specifically, as it relates to the key success objectives at Crested Butte, we believe the following success attributes are directly related to our performance with the City of Fargo and our other partnerships:

- Community liaison and outreach
- Citation adjudication processes designed to capture repeat offenders
- Citation collection processes
- Efficient utilization of parking supply
- Corporate support (revenue security, audit, marketing, human resources)
- Custom branding and operating plans
- Website development, management and customer communication system development







**Jessica Hindmarch, General Manager, Colorado**

2007 – 2010	Republic Parking
2010 - 2014	Lanier Parking
2014 – 2016	Spring Branch Independent School District
2016 – Current	Interstate Parking Company

Jessica joined the Interstate team in January 2016 from Houston, TX. She comes with a broad knowledge of parking with her background consisting of running the largest municipal valet operation in Texas- MD Anderson. She has a copious amount of experience with running various hospital parking operations in the Texas Medical Center. Also, she has also overseen numerous Houston properties which include- valet services, meters, enforcement, retail and residential and commercial parking. In 2014, Jessica joined the Spring Branch Independent School District as the Purchasing Manager, responsible for district wide contract negotiations, bids and services. Under her leadership, the district received the 2014 TASBO Award of Merit for Purchasing and Operations with Recognized Status.

Jessica holds a Bachelor's Degree of Science in Organizational Psychology from the University of Houston.



**Tammy Fiel, Customer Service Manager**

1995 - 1999	Alright Parking, Area Manager
1999 - 2014	Central Parking Systems, Project Manager
2014 – Current	Interstate Parking, Customer Solutions Manager

In 2014, Tammy joined the Interstate team and brought with her 20+ years of experience in the American parking market. She is able to utilize her extensive on-site operating knowledge and technological know how to "wow" our customers and ensure we are delivering a superior end product 24/7.





### **Gareth Lloyd**

1992 - 1998	Imperial Parking, US & Canada
1998 - 2002	Interpark, Denver Colorado
2002 - 2009	Parkway Corp, US & Canada
2009 - 2016	Precise Parklink/GoPark
2016- Present	Interstate Parking Company

Gareth began his parking career 24 years ago for Imperial Parking in Toronto. After his quick succession to Operations manager in Toronto responsible for 110 locations, Gareth assumed the role of City Manager for Chicago where he oversaw the acquisition of a \$42 million parking asset. In 1998, Gareth joined Interpark and relocated to Denver. In his role as Market Officer in Denver, Gareth underwrote the purchase of Mile High Parking and leveraged parking technology and targeted marketing to double Interpark's Denver portfolio.

In 2002, Gareth became the General Manager for Parkway in Toronto and New York State where his vision and embracement of technology resulted in extraordinary expense savings, revenue enhancements and staff retention, earning him many accolades. In 2009, Gareth became the Vice President for Precise Parklink. With a municipal portfolio of over sixty cities, Parklink was the largest private operator of municipal parking in Canada. In 2016, Gareth joined Interstate Parking of Colorado LLC.

Gareth's success in managing municipal parking operations is anchored in using the best technologies available to fully integrate parking into the municipalities greater mobility plan. His consistent and effective communication with Municipal Parking and Mobility Departments has been an invaluable asset.



### **Paul Schnettler, Principal & Co-Founder**

1989 - 2001	Imperial Parking, US
2001 - 2010	President/Principal - Premier Parking
2010 - Present	Principal - Interstate Parking

Paul Schnettler began his parking career in 1989 with Imperial Parking as a garage manager and quickly ascended to the position of General Manager. He has personally managed small surface parking lots to some of the more prestigious properties in the area such as IDS Center, Gaviidae Common, LaSalle Plaza, City Center, and the World Trade Center (now Wells Fargo Center) to name a few.

In 2001, Paul became a principal of Premier Parking and over the course of the past 9 years grew Premier into a reputable parking operator in Minneapolis and St Paul with 24 locations and approximately 3,500 stalls. In mid-2010 Paul and Premier Parking became part of Interstate Parking of Minnesota bringing additional resources and depth to the future growth and operations of Premier's locations.





### 3.1.6- Itemized Project Budget

- Interstate Parking’s team has proven experience in developing, implementing and operating entire on-street and off-street parking systems for municipalities similar in scale to Crested Butte;
- Our experience in **planning, development, project management, technology selection and the operation of major parking operations** makes us a valuable partner to Crested Butte.

#### Operating Budget

Based upon our in-depth review of the parking operation, the requirements of the RFP and our understanding of the future plans for continuing to advance Crested Butte’s parking experience we have assembled the following proposed budget for our first year of operation. We propose to review this budget on an as-needed basis to ensure it aligns with the expectations of the town -subject to change after Parking Management Plan is completed.

##### Phase 1

Meeting to determine the parking management area- \$1,200 including lodging and transportation.

Integrated website that replicates BreckPark.com- \$3,800 (also included in operating budget will be removed if it is agreed it will be included in Phase 1).

5 Community Outreach meetings- 3 public and 2 staff meetings- \$500 each or \$2,500

##### Phase 2

###### Option 1

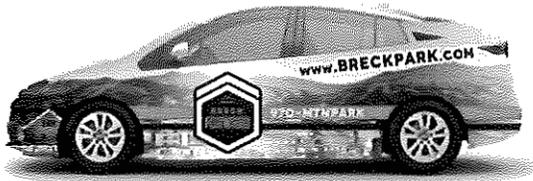
A flat all inclusive fee for all services rendered as laid out in the operating budget below of \$353,014 per annum invoiced in 12 monthly invoices.

###### Option 2

Traditional management fee as outlined in the budget below- Town pays all operating expenses monthly.



	A	B	C	D	E	F	G	H
1	<b>Town Operating Budget</b>							
2								
3	<b>Revenue</b>		<b>Total</b>					
4	Pay Parking		\$ 450,000					
5	Violation		\$ 49,500					
6	Permits		\$ 15,000					
8	<b>Gross Revenue</b>		<b>\$ 514,500</b>					
10	Credit Card/Passport Fees		\$ 36,015					
12	<b>Total Revenue</b>		<b>\$ 478,485</b>					
13								
14	<b>Expenses</b>							
15	Payroll		\$ 152,930					
16	Payroll Taxes and Insurance		\$ 27,527					
17	Health Insurance		\$ 12,600					
18	Park Crested Butte Website		\$ 3,500					
19	PCS Mobile		\$ 1,500					
20	Recruitment		\$ 3,000					
21	Uniforms		\$ 3,300					
22	LPR Vehicle Amortization		\$ -					
23	Vehicle Fuel & Maintenance		\$ 7,800					
24	Liability Insurance		\$ 5,400					
25	Tickets and Supplies		\$ 3,000					
26	Maintenance Supplies		\$ 2,000					
27	Technology License Fees & Data Serv		\$ 9,360					
28	Cellular Telephones		\$ 3,060					
29	Technology Equipment R&M		\$ 5,688					
30	Signs		\$ 1,500					
32	<b>Total Expenses</b>		<b>\$ 242,165</b>					
34	<b>Net Operating Income</b>		<b>\$ 236,320</b>					
35								
36	Less Management Fee		\$76,985					
37	Less Amortized Start Up Costs							
38	\$187,000 over 7 years at 7%		\$33,864					
39	<b>Net Income</b>		<b>\$ 125,471</b>					
40								
41								
42								
43								
45								



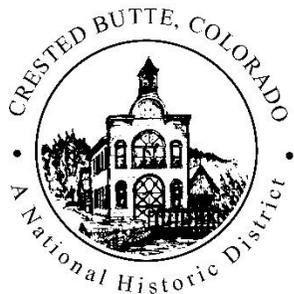
A	B	C	D	E	F	G	H	I	J	K
<b>Traditional Fixed Fee Format</b>										
Interstate Parking proposes a traditional base management fee to cover all corporate support costs, senior management project management travel, staff loyalty rewards program costs and our profit. All other operating expenses would be reimbursable on a monthly basis.										
			<b>*Town of Crested Butte portion</b>	<b>*If Interstate is successful in procuring Mount Crested Butte and Mountain</b>						
<b>Management Fee</b>	<b>Total</b>									
Accounting & Audit	\$ 5,850	\$	4,388							
Project Mgmt Travel	\$ 21,060	\$	15,795							
Data Processing	\$ 3,825	\$	2,869							
Staff Loyalty Rewards	\$ 8,750	\$	6,563							
Profit	\$ 37,500	\$	28,125							
<b>Total Management Fee</b>	<b>\$ 76,985</b>	<b>\$</b>	<b>57,739</b>							
total expenses	\$ 319,150									

*Jx*

	A	B	C	D
<b>2</b>	<b>Start Up Costs</b>			
3	Vehicle		\$ 25,000	
4	Solar Powered Machines		\$ 150,000	
5	Signage		\$ 5,000	
6	Uniforms		\$ 3,000	
7	Office Supplies		\$ 2,000	
8	Two Way Radios		\$ 2,000	
9	<b>Total Expenses</b>		<b>\$ 187,000</b>	
10				







## Staff Report August 7, 2018

**To:** Mayor Schmidt and Town Council  
**From:** Michael Yerman, Community Development Director  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** **Paradise Park Neighborhood Meeting-Block 76**  
**Date:** August 7, 2018

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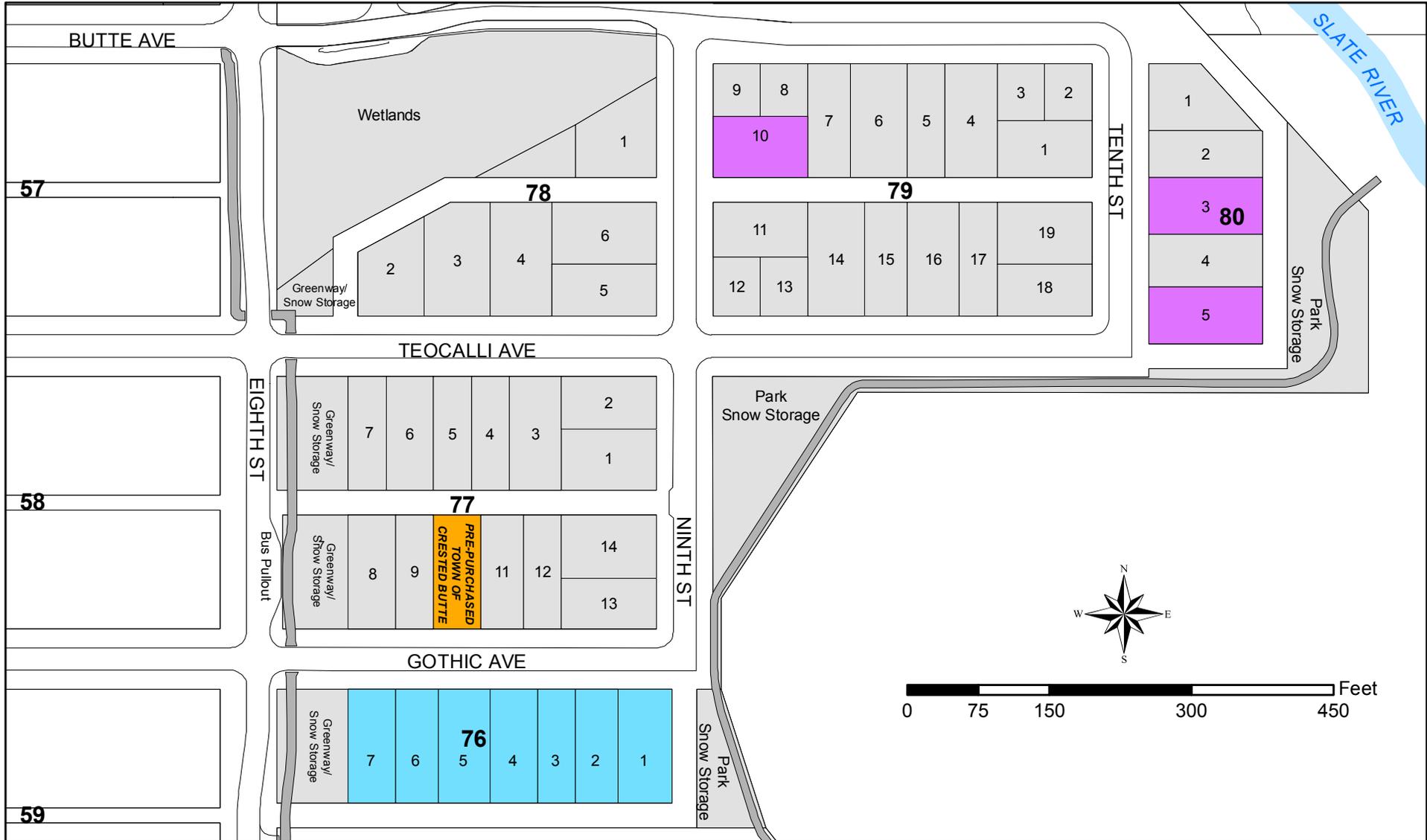
### **Background:**

The original Verzuh Annexation agreement requires the entire buildout of the remainder of the Paradise Park subdivision prior to the development of Block 76. However, recent discussions with the developer, Bill Lacy, have opened the potential to completing a more substantial build that would include this Block in 2019. An amendment to the annexation agreement would need to be executed by both parties to allow Block 76 to be included in the 2019 Paradise Park affordable housing build. A meeting is scheduled for Tuesday morning with Bill Lacy.

While this is the preferred option is to develop Block 76 to minimize the impact to the neighborhood as shown on the attached map “Option A”, the staff has prepared a secondary development scheme as shown on the attached map “Option B”. The Staff will review the two options with the Council.

Also the Town conducted a housing survey for potential buyers. The draft results are attached. The staff will continue to allow the survey to be open over the weekend and will share the results of the survey with the Council at the meeting Tuesday night.

SLATE RIVER



### 2019 PARADISE PARK BUILD OPTION A

- Triplexes
- Duplex
- Block 76



Town of Crested Butte  
 P.O. Box 39  
 507 Maroon Ave.  
 Crested Butte, Colorado 81224  
 (970) 349-5338 (FAX 349-6626)  
 email: [myerman@crestedbutte-co.gov](mailto:myerman@crestedbutte-co.gov)

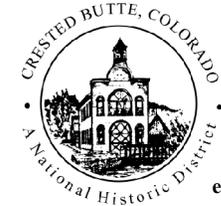
Date: July 24, 2018  
 Filename: ~town-projects\AH\PParkDevel2019A.mxd

SLATE RIVER



### 2019 PARADISE PARK BUILD OPTION B

- Option B Lots
- Duplex
- Triplexes
- Developed
- Sidewalk



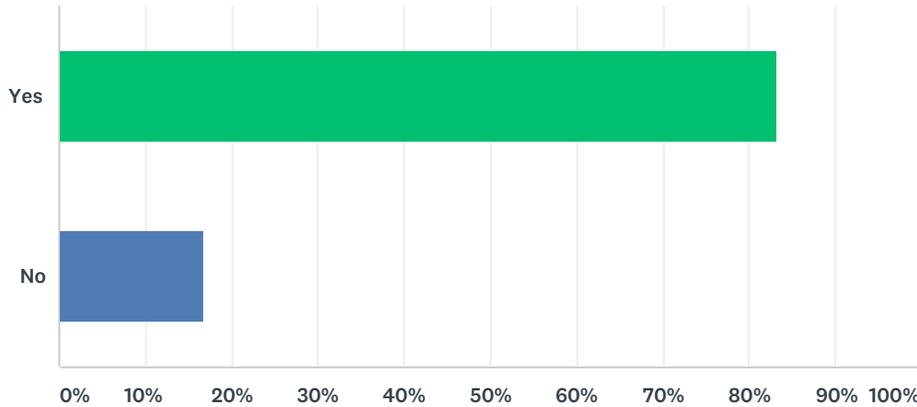
Town of Crested Butte  
 P.O. Box 39  
 507 Maroon Ave.  
 Crested Butte, Colorado 81224  
 (970) 349-5338 (FAX 349-6626)  
 email: myerman@crestedbutte-co.gov

Date: July 24, 2018

Filename: ~town-projects\AH\PParkDevel2019OptionB.mxd

**Q1 Are you interested in living in, renting, or purchasing affordable housing in Gunnison County? (\*If you are a Business Owner interested in Purchasing a Unit as a rental for employees, please answer the questions as they relate to your business)**

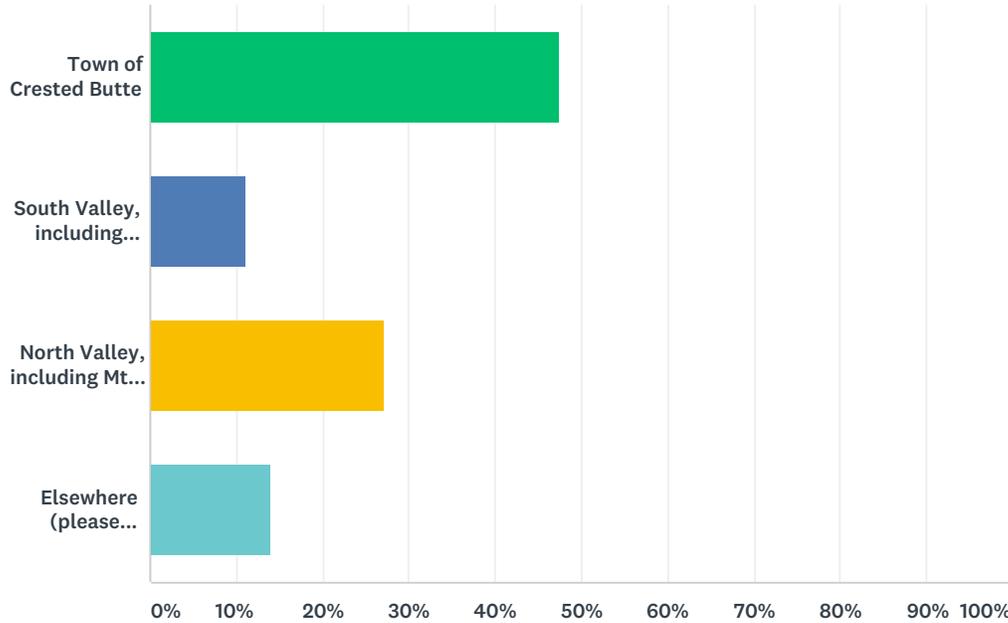
Answered: 179 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	83.24%	149
No	16.76%	30
TOTAL		179

## Q2 Where do you currently live?

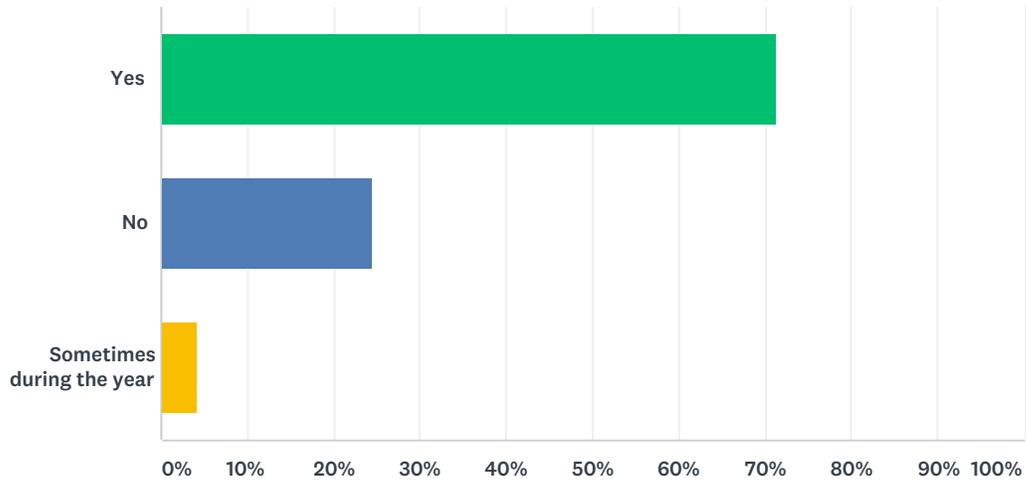
Answered: 143 Skipped: 36



ANSWER CHOICES	RESPONSES	
Town of Crested Butte	47.55%	68
South Valley, including Gunnison	11.19%	16
North Valley, including Mt. Crested Butte and CB South	27.27%	39
Elsewhere (please identify):	13.99%	20
<b>TOTAL</b>		<b>143</b>

### Q3 Do you work or own a business in the Town of Crested Butte?

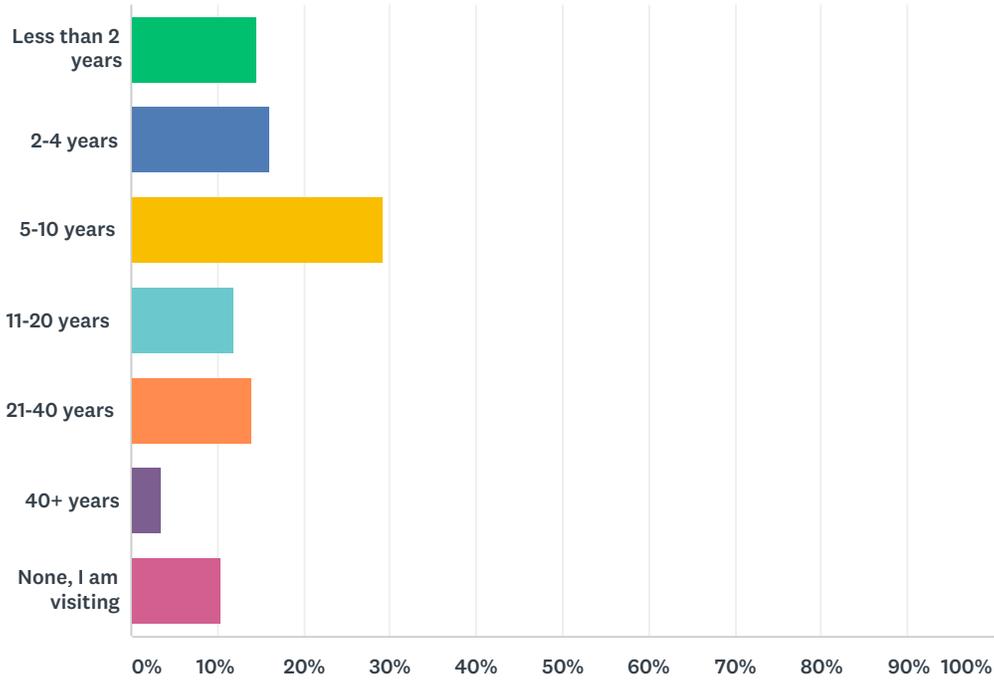
Answered: 143 Skipped: 36



ANSWER CHOICES	RESPONSES	
Yes	71.33%	102
No	24.48%	35
Sometimes during the year	4.20%	6
<b>TOTAL</b>		<b>143</b>

## Q4 How long have you lived in Gunnison County?

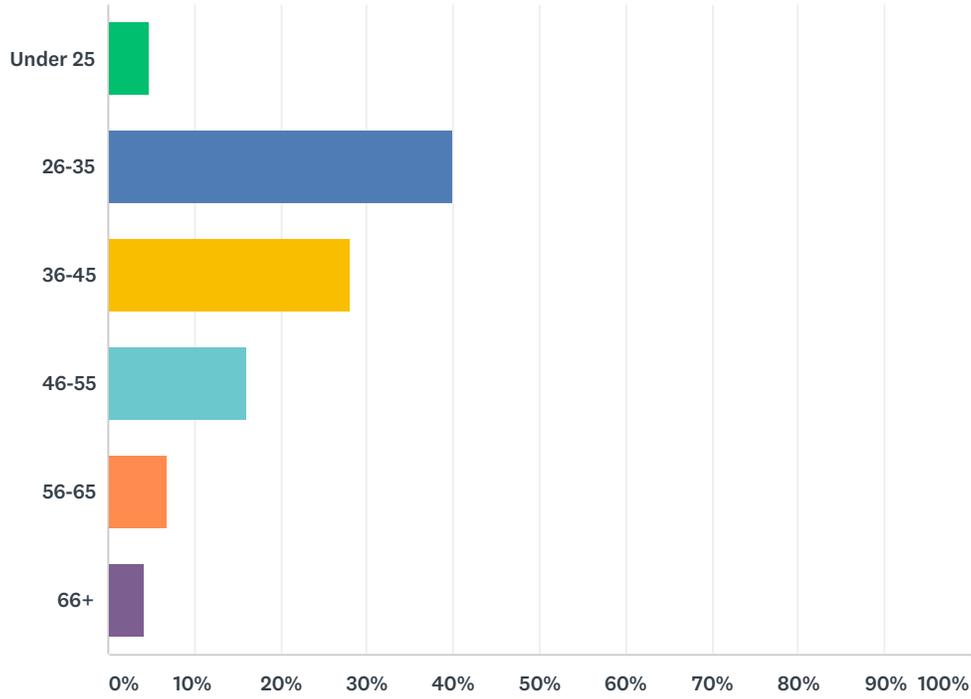
Answered: 143 Skipped: 36



ANSWER CHOICES	RESPONSES	
Less than 2 years	14.69%	21
2-4 years	16.08%	23
5-10 years	29.37%	42
11-20 years	11.89%	17
21-40 years	13.99%	20
40+ years	3.50%	5
None, I am visiting	10.49%	15
<b>TOTAL</b>		<b>143</b>

### Q5 What is your age?

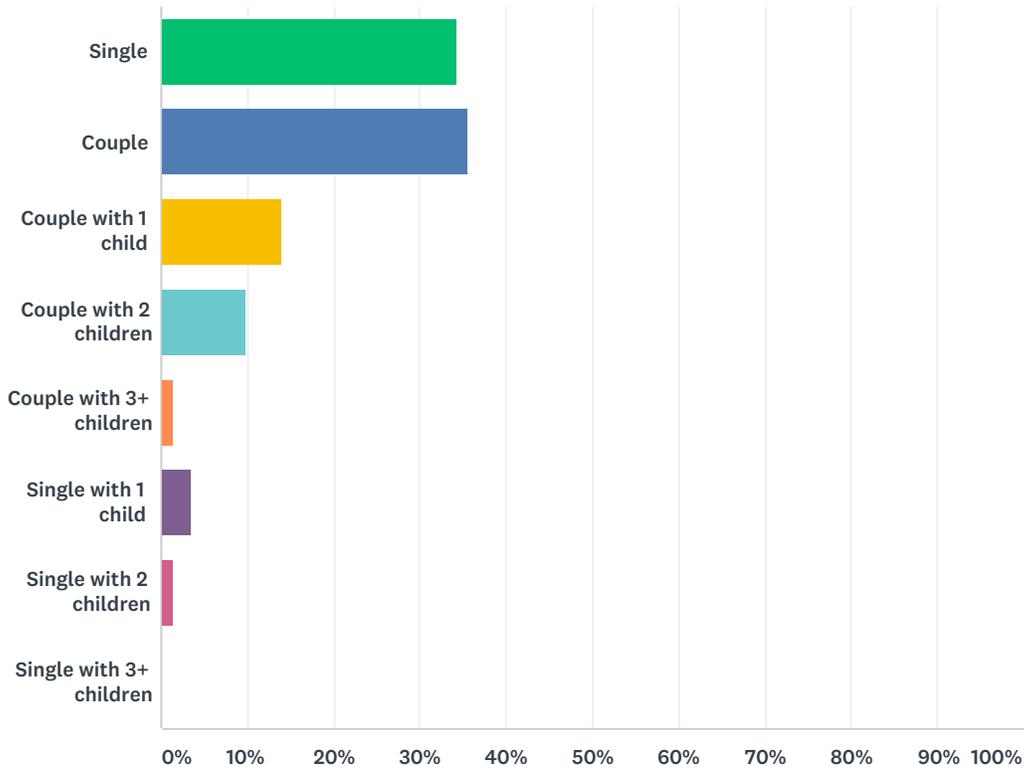
Answered: 143 Skipped: 36



ANSWER CHOICES	RESPONSES	
Under 25	4.90%	7
26-35	39.86%	57
36-45	27.97%	40
46-55	16.08%	23
56-65	6.99%	10
66+	4.20%	6
<b>TOTAL</b>		<b>143</b>

## Q6 What best describes your household?

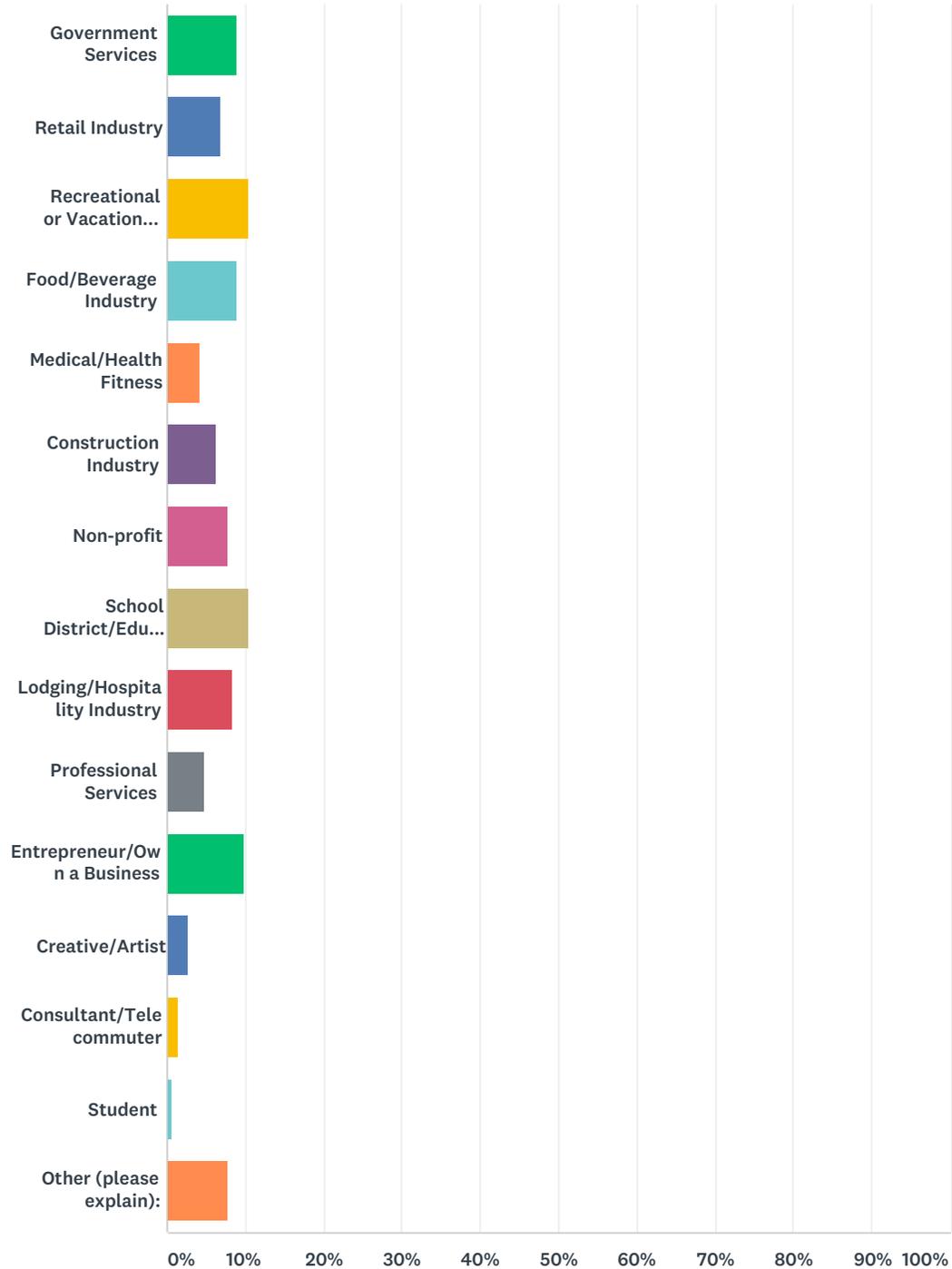
Answered: 143 Skipped: 36



ANSWER CHOICES	RESPONSES	
Single	34.27%	49
Couple	35.66%	51
Couple with 1 child	13.99%	20
Couple with 2 children	9.79%	14
Couple with 3+ children	1.40%	2
Single with 1 child	3.50%	5
Single with 2 children	1.40%	2
Single with 3+ children	0.00%	0
<b>TOTAL</b>		<b>143</b>

### Q7 What best describes your current type of employment?

Answered: 143 Skipped: 36

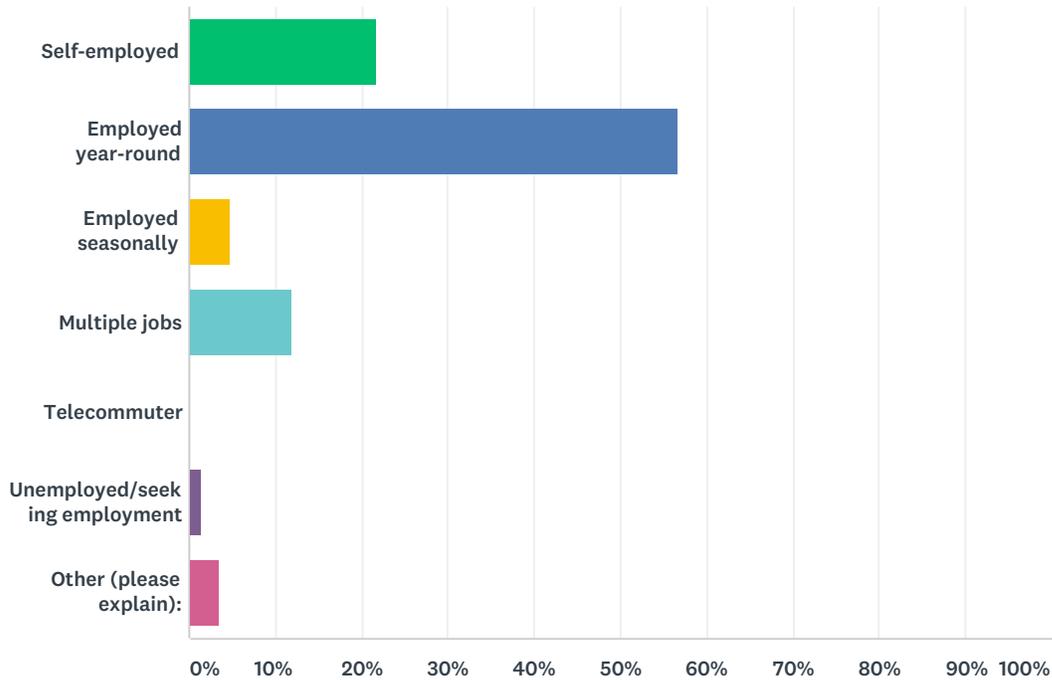


ANSWER CHOICES	RESPONSES	
Government Services	9.09%	13
Retail Industry	6.99%	10
Recreational or Vacation Services	10.49%	15

Food/Beverage Industry	9.09%	13
Medical/Health Fitness	4.20%	6
Construction Industry	6.29%	9
Non-profit	7.69%	11
School District/Education	10.49%	15
Lodging/Hospitality Industry	8.39%	12
Professional Services	4.90%	7
Entrepreneur/Own a Business	9.79%	14
Creative/Artist	2.80%	4
Consultant/Telecommuter	1.40%	2
Student	0.70%	1
Other (please explain):	7.69%	11
<b>TOTAL</b>		<b>143</b>

## Q8 What best describes your employment status?

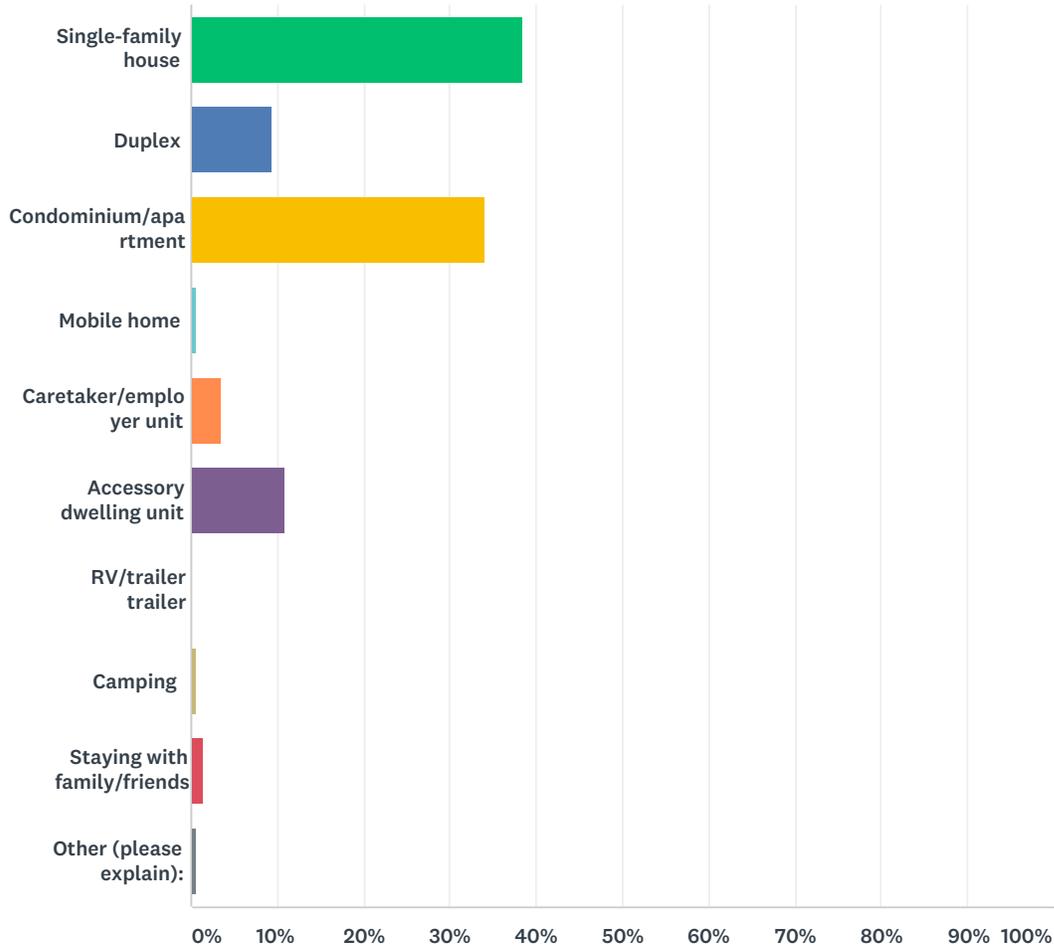
Answered: 143 Skipped: 36



ANSWER CHOICES	RESPONSES	
Self-employed	21.68%	31
Employed year-round	56.64%	81
Employed seasonally	4.90%	7
Multiple jobs	11.89%	17
Telecommuter	0.00%	0
Unemployed/seeking employment	1.40%	2
Other (please explain):	3.50%	5
<b>TOTAL</b>		<b>143</b>

### Q9 In what type of housing are you currently residing?

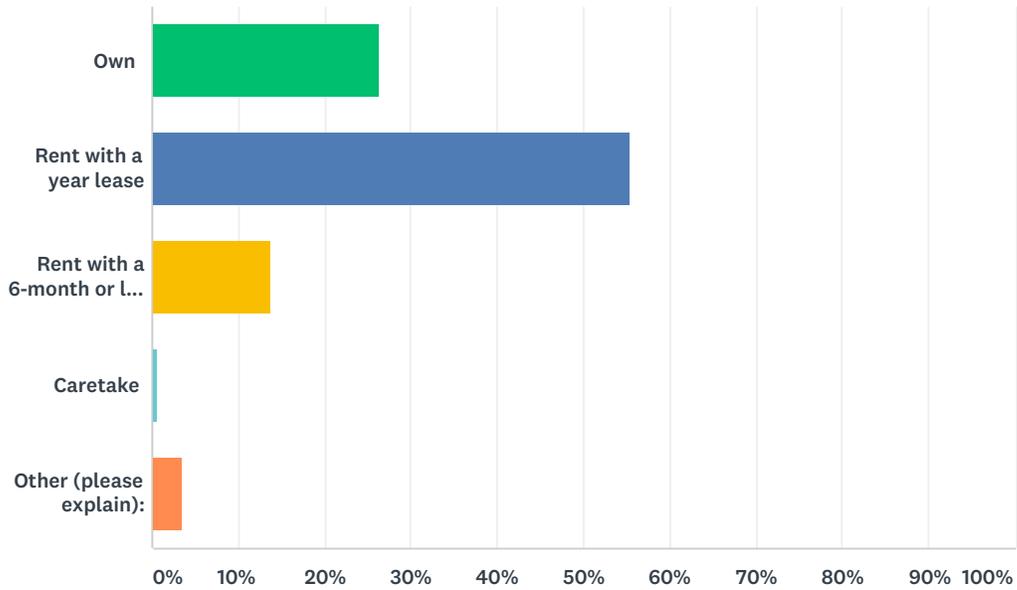
Answered: 138 Skipped: 41



ANSWER CHOICES	RESPONSES	
Single-family house	38.41%	53
Duplex	9.42%	13
Condominium/apartment	34.06%	47
Mobile home	0.72%	1
Caretaker/employer unit	3.62%	5
Accessory dwelling unit	10.87%	15
RV/trailer trailer	0.00%	0
Camping	0.72%	1
Staying with family/friends	1.45%	2
Other (please explain):	0.72%	1
<b>TOTAL</b>		<b>138</b>

### Q10 At your current residence, do you:

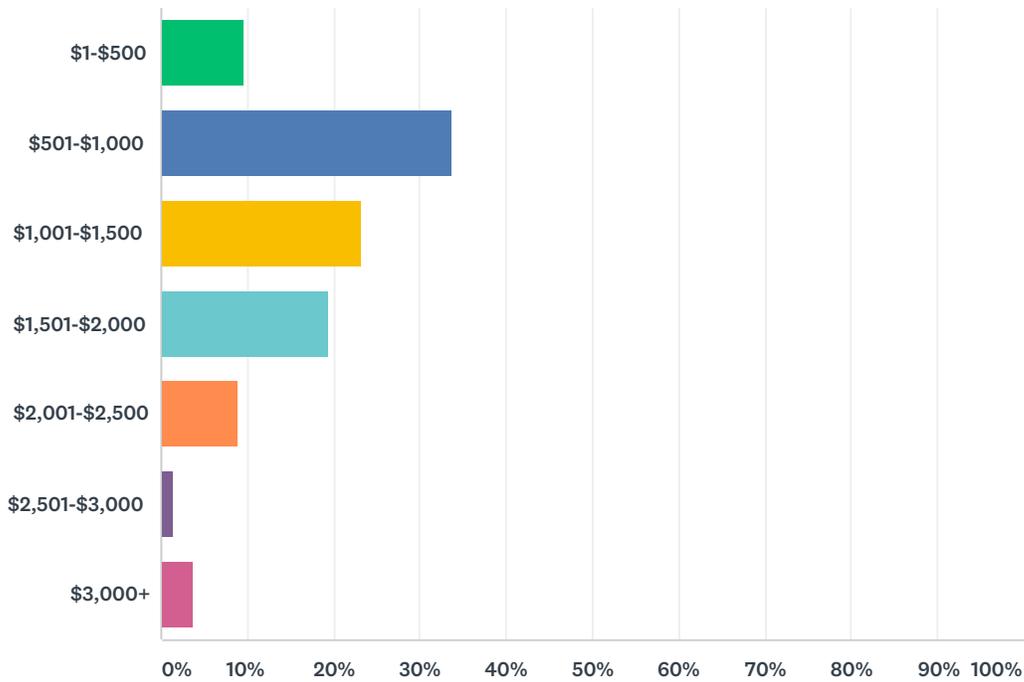
Answered: 137 Skipped: 42



ANSWER CHOICES	RESPONSES	
Own	26.28%	36
Rent with a year lease	55.47%	76
Rent with a 6-month or less lease	13.87%	19
Caretake	0.73%	1
Other (please explain):	3.65%	5
<b>TOTAL</b>		<b>137</b>

### Q11 If you rent or own how much do you currently pay monthly including utility bills and/or HOA fees for housing?

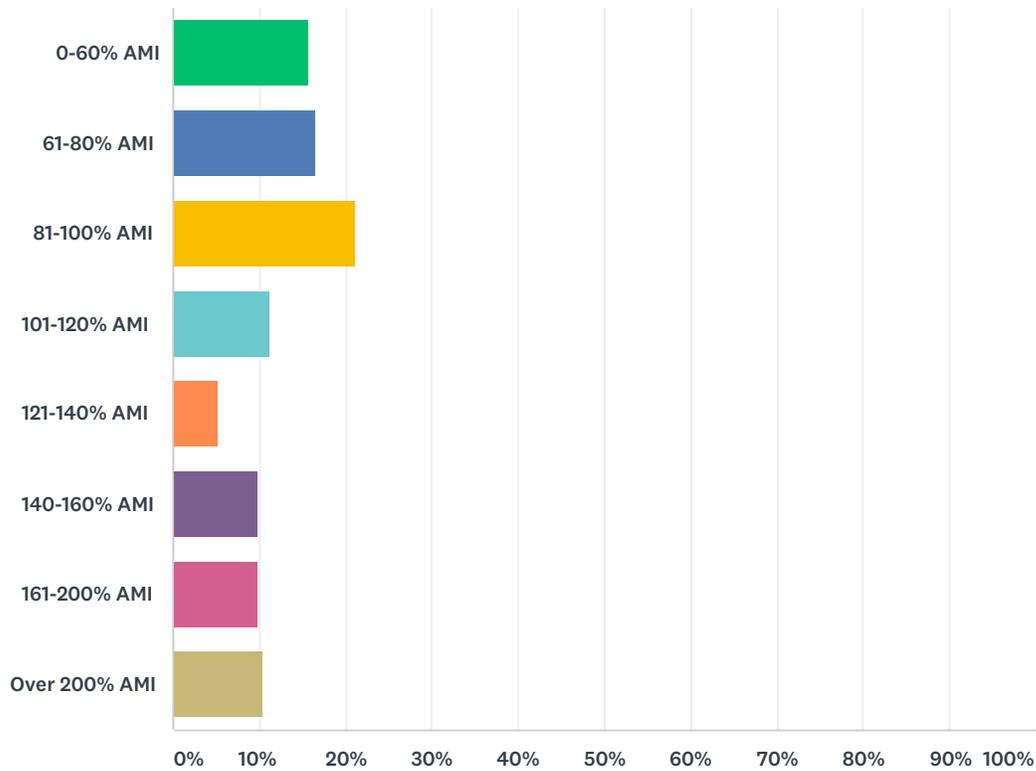
Answered: 134 Skipped: 45



ANSWER CHOICES	RESPONSES	
\$1-\$500	9.70%	13
\$501-\$1,000	33.58%	45
\$1,001-\$1,500	23.13%	31
\$1,501-\$2,000	19.40%	26
\$2,001-\$2,500	8.96%	12
\$2,501-\$3,000	1.49%	2
\$3,000+	3.73%	5
<b>TOTAL</b>		<b>134</b>

### Q12 What AMI category does your entire household fall under? (Please see AMI table below)

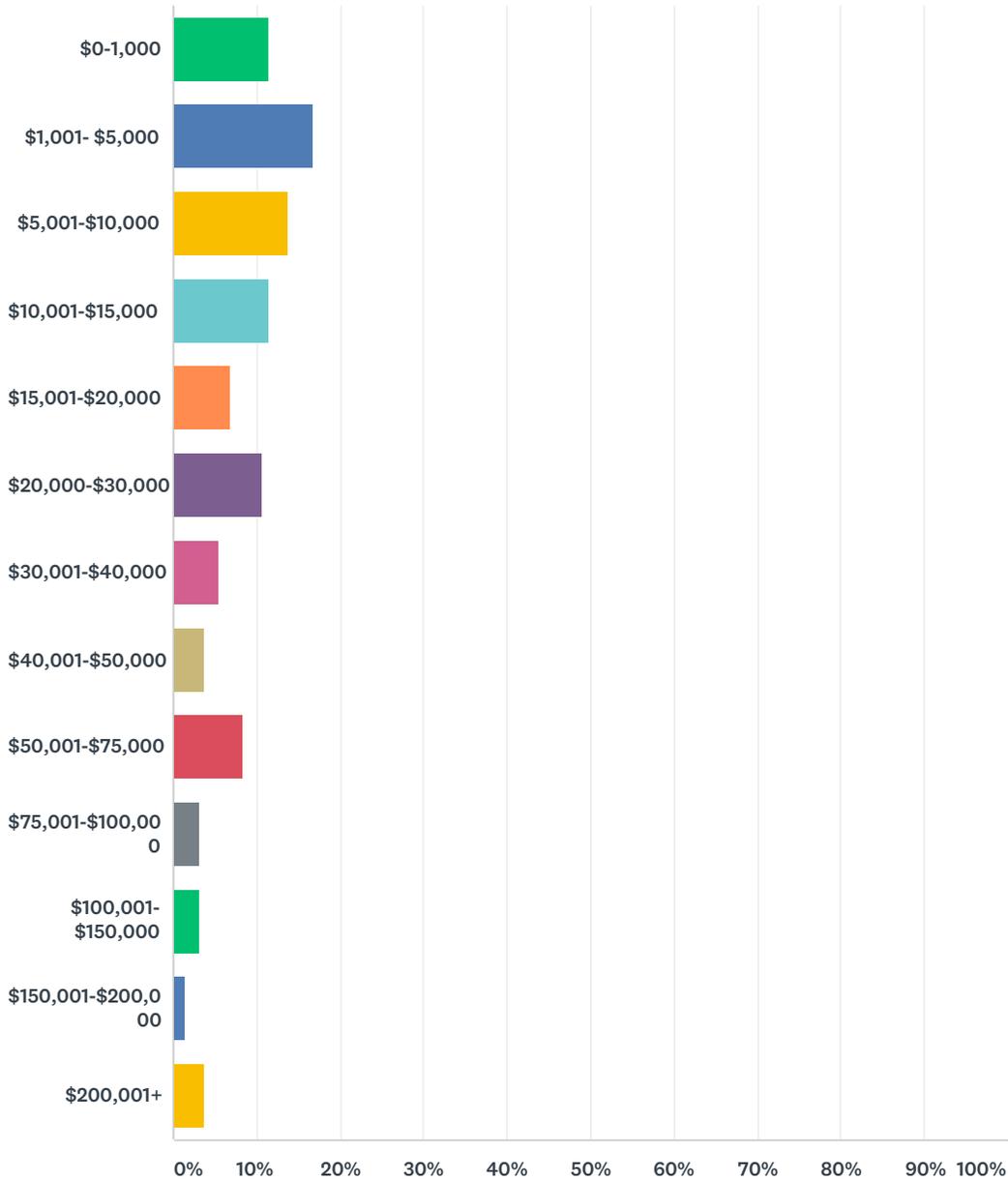
Answered: 133 Skipped: 46



ANSWER CHOICES	RESPONSES	
0-60% AMI	15.79%	21
61-80% AMI	16.54%	22
81-100% AMI	21.05%	28
101-120% AMI	11.28%	15
121-140% AMI	5.26%	7
140-160% AMI	9.77%	13
161-200% AMI	9.77%	13
Over 200% AMI	10.53%	14
<b>TOTAL</b>		<b>133</b>

**Q13 If you went under contract today to buy a home how much cash could you put towards a down payment (this would include equity in a current home or other investments you could liquidate to put towards a down payment)?**

Answered: 131 Skipped: 48

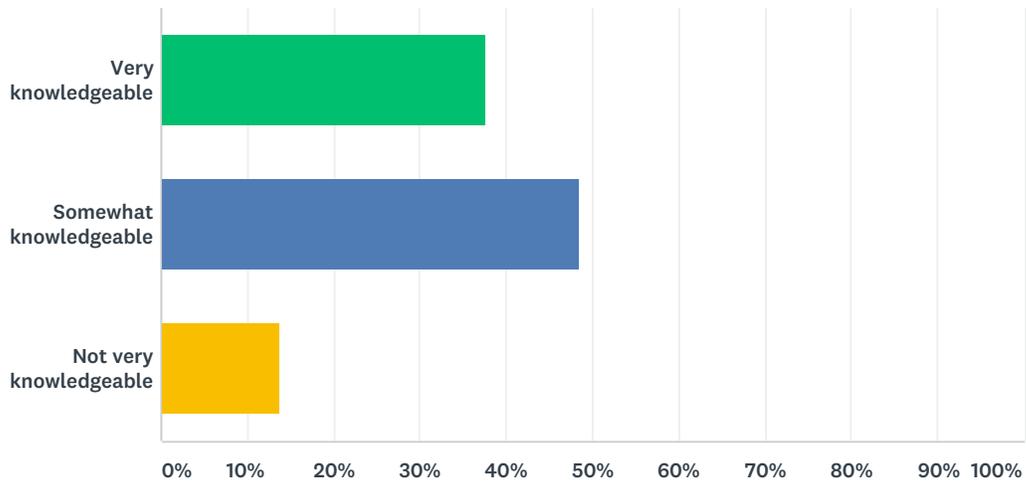


ANSWER CHOICES	RESPONSES
\$0-1,000	11.45% 15
\$1,001- \$5,000	16.79% 22
\$5,001-\$10,000	13.74% 18

\$10,001-\$15,000	11.45%	15
\$15,001-\$20,000	6.87%	9
\$20,000-\$30,000	10.69%	14
\$30,001-\$40,000	5.34%	7
\$40,001-\$50,000	3.82%	5
\$50,001-\$75,000	8.40%	11
\$75,001-\$100,000	3.05%	4
\$100,001- \$150,000	3.05%	4
\$150,001-\$200,000	1.53%	2
\$200,001+	3.82%	5
TOTAL		131

### Q14 How knowledgeable are you about mortgage requirements (e.g., low debt, good credit, income documentation, etc.)?

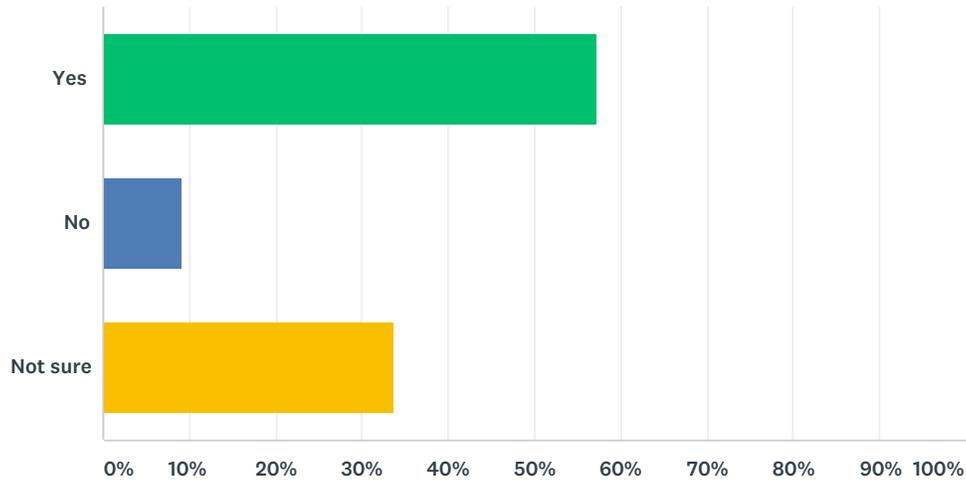
Answered: 130 Skipped: 49



ANSWER CHOICES	RESPONSES	
Very knowledgeable	37.69%	49
Somewhat knowledgeable	48.46%	63
Not very knowledgeable	13.85%	18
<b>TOTAL</b>		<b>130</b>

### Q15 Do you currently meet the requirements to obtain a mortgage?

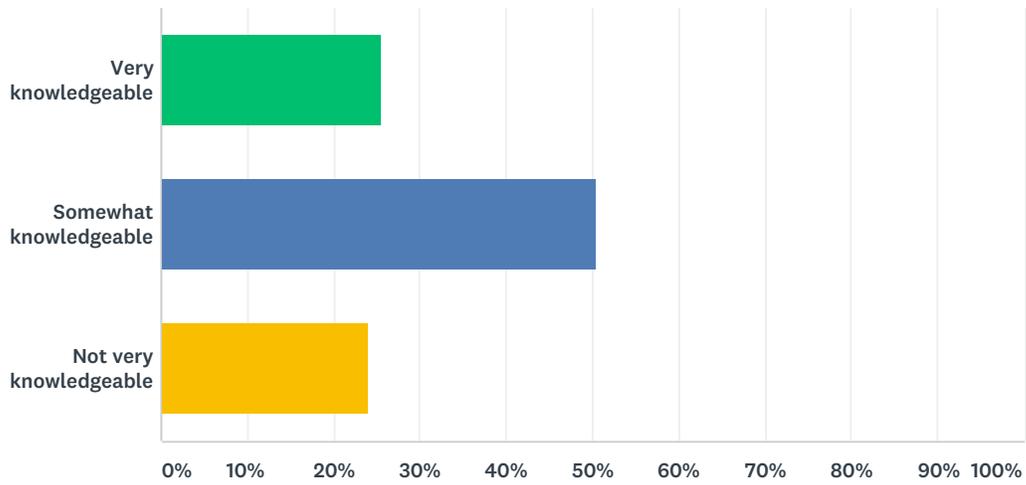
Answered: 131 Skipped: 48



ANSWER CHOICES	RESPONSES	
Yes	57.25%	75
No	9.16%	12
Not sure	33.59%	44
<b>TOTAL</b>		<b>131</b>

## Q16 How knowledgeable are you about deed restrictions and local housing guidelines?

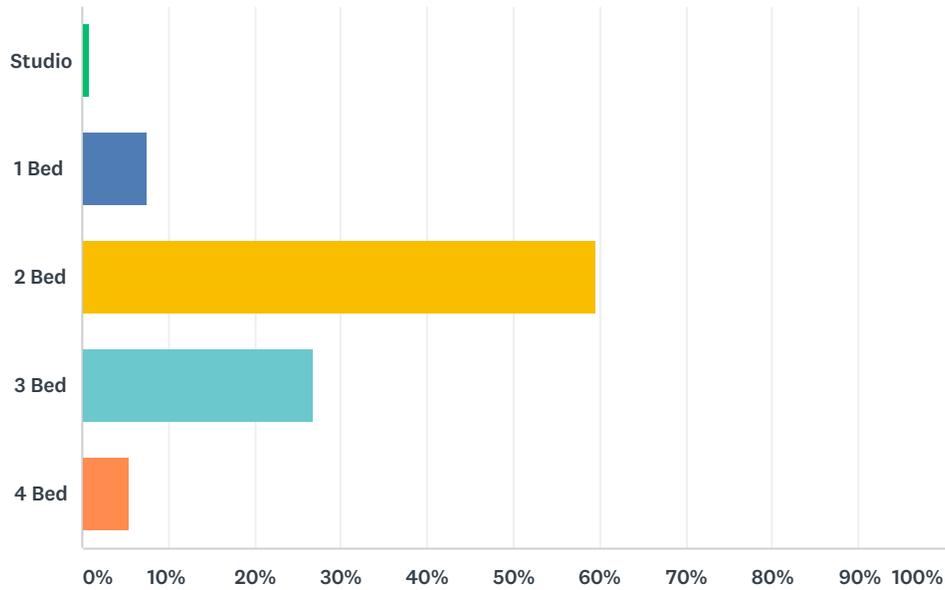
Answered: 129 Skipped: 50



ANSWER CHOICES	RESPONSES	
Very knowledgeable	25.58%	33
Somewhat knowledgeable	50.39%	65
Not very knowledgeable	24.03%	31
TOTAL		129

### Q17 How many bedrooms do you desire for your household?

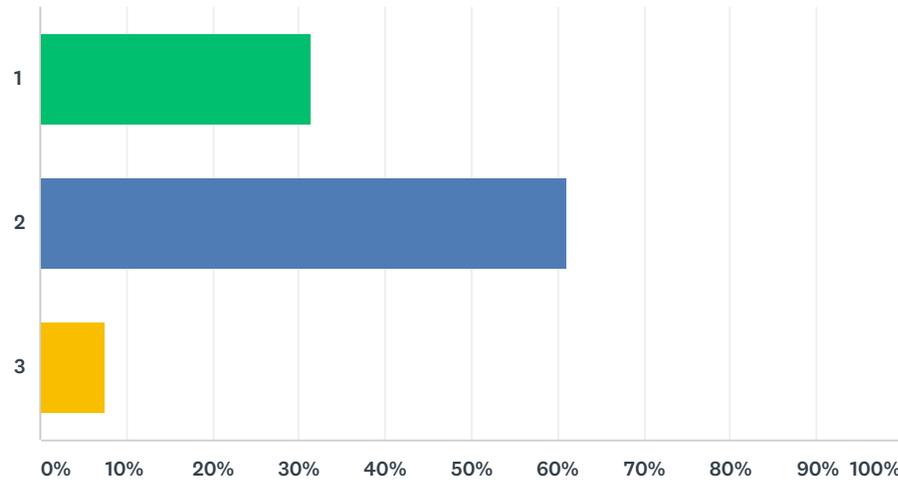
Answered: 131 Skipped: 48



ANSWER CHOICES	RESPONSES
Studio	0.76% 1
1 Bed	7.63% 10
2 Bed	59.54% 78
3 Bed	26.72% 35
4 Bed	5.34% 7
<b>TOTAL</b>	<b>131</b>

### Q18 How many bathrooms do you require?

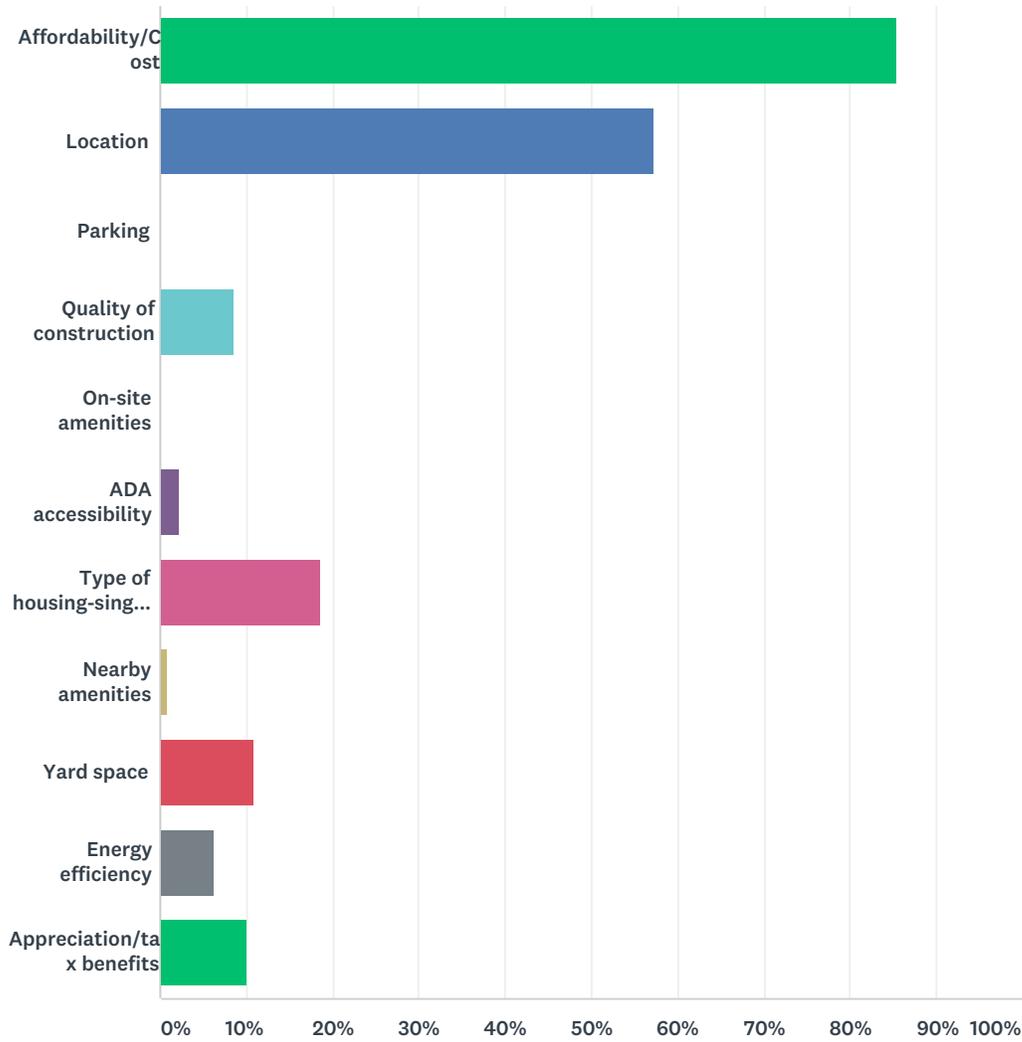
Answered: 131 Skipped: 48



ANSWER CHOICES	RESPONSES	
1	31.30%	41
2	61.07%	80
3	7.63%	10
TOTAL		131

### Q19 What are your top two factors for purchasing a home? (please select your top 2)

Answered: 129 Skipped: 50

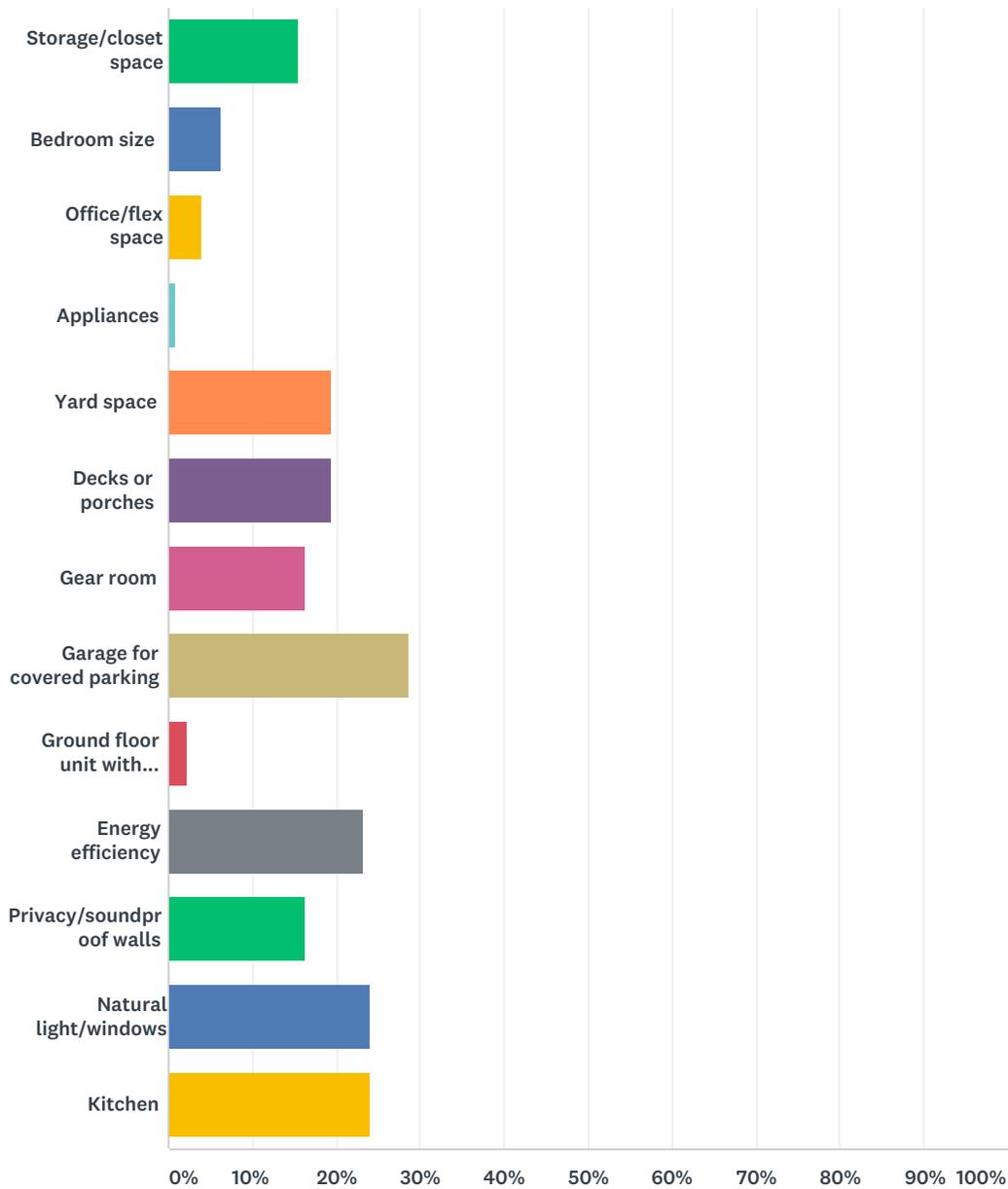


ANSWER CHOICES	RESPONSES	
Affordability/Cost	85.27%	110
Location	57.36%	74
Parking	0.00%	0
Quality of construction	8.53%	11
On-site amenities	0.00%	0
ADA accessibility	2.33%	3
Type of housing-single family, duplex, multi-family, etc.	18.60%	24
Nearby amenities	0.78%	1
Yard space	10.85%	14

Energy efficiency	6.20%	8
Appreciation/tax benefits	10.08%	13
Total Respondents: 129		

## Q20 What are the top two most important amenities that you want in a home? (Please select your top 2)

Answered: 129 Skipped: 50

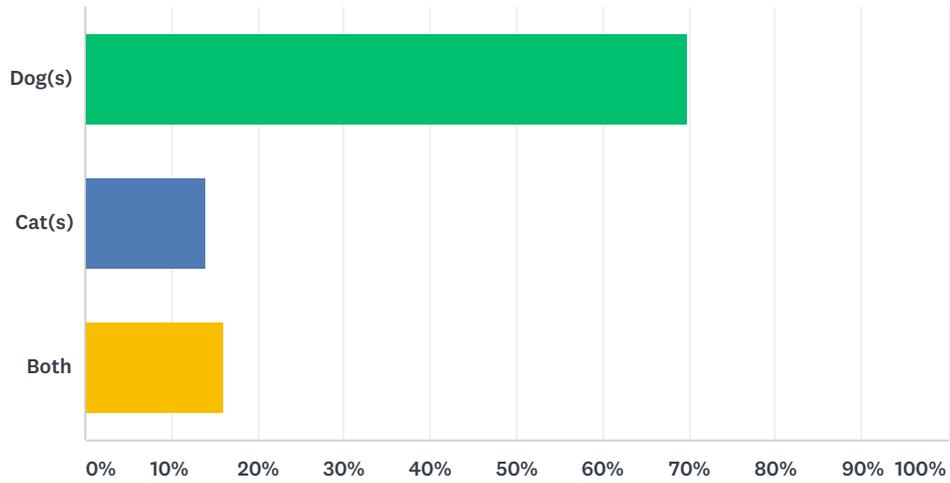


ANSWER CHOICES	RESPONSES	
Storage/closet space	15.50%	20
Bedroom size	6.20%	8
Office/flex space	3.88%	5
Appliances	0.78%	1
Yard space	19.38%	25

Decks or porches	19.38%	25
Gear room	16.28%	21
Garage for covered parking	28.68%	37
Ground floor unit with accessibility options	2.33%	3
Energy efficiency	23.26%	30
Privacy/soundproof walls	16.28%	21
Natural light/windows	24.03%	31
Kitchen	24.03%	31
Total Respondents: 129		

## Q21 Do you have dogs or cats?

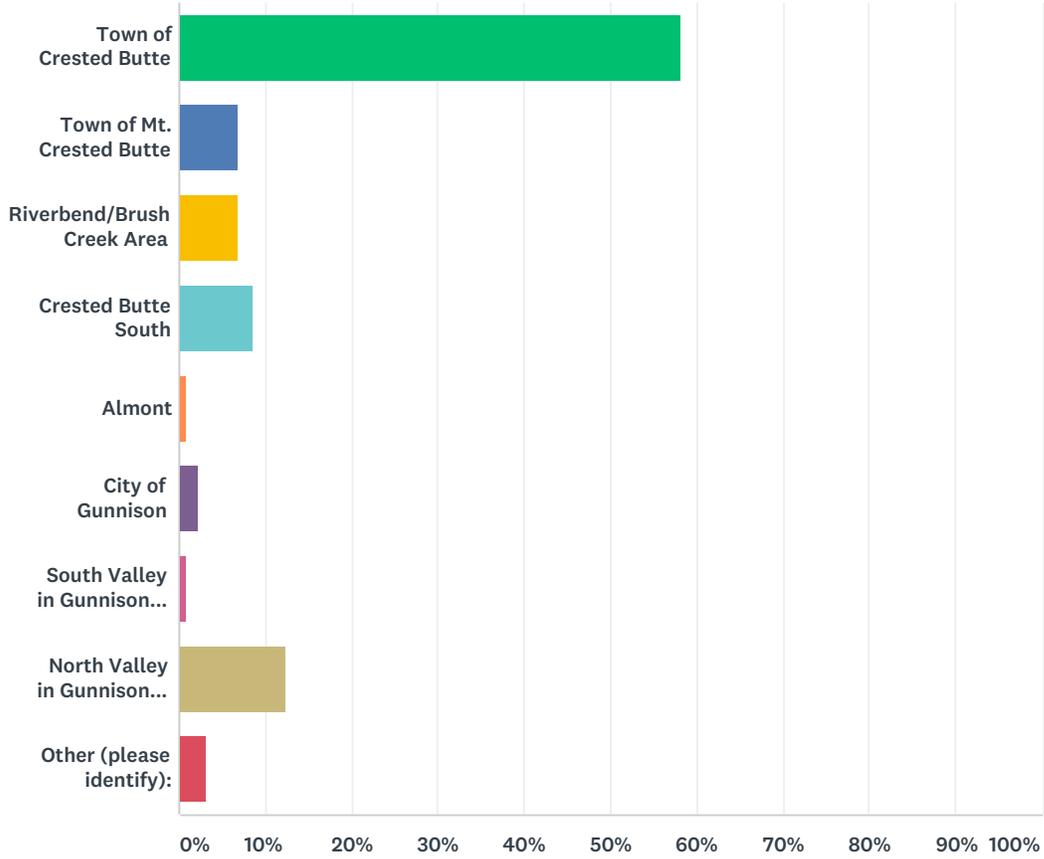
Answered: 93 Skipped: 86



ANSWER CHOICES	RESPONSES	
Dog(s)	69.89%	65
Cat(s)	13.98%	13
Both	16.13%	15
TOTAL		93

## Q22 Where would you prefer to live?

Answered: 129 Skipped: 50



ANSWER CHOICES	RESPONSES	
Town of Crested Butte	58.14%	75
Town of Mt. Crested Butte	6.98%	9
Riverbend/Brush Creek Area	6.98%	9
Crested Butte South	8.53%	11
Almont	0.78%	1
City of Gunnison	2.33%	3
South Valley in Gunnison County	0.78%	1
North Valley in Gunnison County	12.40%	16
Other (please identify):	3.10%	4
<b>TOTAL</b>		<b>129</b>

**Q23 Do you have any other comments that you would like to make concerning housing in the Town of Crested Butte?**

Answered: 41 Skipped: 138

**Q24 If you are currently not on Crested Butte's housing list, but would like to be, please enter your name and email address below:**

Answered: 42 Skipped: 137

ANSWER CHOICES	RESPONSES	
Name	100.00%	42
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	42
Phone Number	0.00%	0



## Staff Report August 7, 2018

**To:** Mayor Schmidt and Town Council  
**From:** Michael Yerman, Community Development Director  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** **Block 76 Selection of Developers**  
**Date:** August 7, 2018

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### **Background:**

The Town released a Request for Qualifications (RFQ) for the development of Block 76 and 3 additional triplexes in Block 79 and 80 (Development Project). The RFQ required developers to show their financial ability to perform and construct the project breaking ground in 2019.

The next step in the process will be the Town releasing a Request for Proposals (RFP) for the selected developers to present site plans, elevations, floor plans, and budgets for the Development Project. The Town has budgeted \$15,000 to offset design costs for the three selected developers. Each selected firm will receive a \$5,000 stipend after they present their designs to the Council on September 17<sup>th</sup>.

There were 4 firms that responded to the RFQ. The four respondents were Bywater, LLC., Coburn, The Morrison Group, and Fading West Development. Their proposals are attached to this staff report. The selection committee met on July 23, 2018 to review the proposals. The selection committee included Dara MacDonald, Michael Yerman, Jim Gelwicks, Will Dujardin, Kent Cowherd, Jennifer Kermode, and Darin Higgins.

After reviewing the four responses, the committee has recommended that Bywater, LLC., Coburn, and The Morrison Group be selected to respond to the RFP. The RFP will be released to the selected developers on August 9<sup>th</sup> once the Town Council has ratified the committee's recommendation.

### **Recommendation:**

A Council member make a motion followed by a second to select Bywater, LLC., Coburn, and The Morrison Group to respond to the Paradise Park Block 76 RFP.

## COBURN RESPONSE TO REQUEST FOR QUALIFICATIONS: TOWN OF CRESTED BUTTE, BLOCKS 76, 79, 80

**DEVELOPMENT, DESIGN, AND CONSTRUCTION SERVICES**

July 16<sup>th</sup>, 2018



*Pitchfork, Mount Crested Butte*

# 1) INTEREST

## **COBURN'S INTEREST IN THE PROJECT**

We are excited to present our qualifications for consideration in being awarded the opportunity to bring much needed affordable and workforce housing into the Town of Crested Butte. This is right up our alley, both literally and figuratively. We have been involved in the Crested Butte community for 20 years, bringing high quality design and construction to the residents, businesses, and visitors. Bill Coburn resides in town with his family and runs our local Crested Butte office. We have the background, experience, and community resources to continue being an integral part to the careful growth and development of Colorado's last great ski town.

We are experts in creating affordable neighborhoods, engaging the surrounding community, and working with local municipalities, and we bring a unique set of knowledge and efficiency that comes with an office versed in design, construction, and development, all under one roof. We at Coburn have dedicated much of our time, resources and passion to creating cost-efficient, socially sensitive, and environmentally sustainable affordable housing developments throughout Colorado. Our team has the tools, skills, and financial capability to provide a beautiful, affordable product that serves a variety of incomes and lifestyles.

We are confident that we are well suited to join the Town of Crested Butte on this project to bring a great new affordable, integrated neighborhood to join the vibrant, healthy, and active community. We are grateful for your time and consideration of providing development, design, and construction services for this neighborhood and are excited to discuss the project further.

## 2) EXPERIENCE & PROFESSIONAL QUALIFICATIONS

### ABOUT COBURN

Coburn creates great places for people, for communities, for life and for work. We develop, design, and build. By providing all three disciplines under one roof, we offer both an effective and innovative model that creates an unmatched quality product and ultimately saves time and money.

Coburn has been providing distinctive, cutting-edge design solutions for over 30 years in Colorado's Front Range and beyond. With an array of award-winning projects ranging from 10-acre mixed use and affordable sites to historic single-family remodels, we have attained a reputation for distinguished, innovative design solutions. We have also been providing high quality, expert construction services for over two decades. Our strong reputation has been created by our devotion to quality and years of positive outcomes throughout our entire range of project types.

With years of experience working directly with Coburn's in-house construction department, our architects and planners have assembled a knowledge base usually reserved for contractors and construction consultants. This results in an integrated approach, wherein the considerations of budget and constructability are incorporated into the project at its inception, creating a more cost and time-efficient result without compromising the design. Our in-house Planning and Sustainability Services further this concept, allowing us to take an integrated approach for all aspects of each project from the outset.

Similarly, with over 20 years of working directly with Coburn's in-house architectural department, our contractors have developed a keen sense of appreciation for the design aspects and details of the buildings we build. Our contractors strive to protect the design intent of each project, and enjoy helping the unique qualities of each project take shape. Our understanding of the design process affords us an ability to support the design effort from early conception through construction in a uniquely collaborative manner. Our attention to quality and detail is born from our love of design and construction, and our pride in our work product. We truly enjoy the process, and strive to create a collaborative environment, working to create a team oriented atmosphere where all parties are focused on an efficient, positive result. At Coburn, we don't feel that the job is completed the moment the keys are turned over. Our excellent reputation is based on our long-term relationships and our focus on quality, honesty and integrity. The residents, families, neighbors and professionals who live – eat, sleep, breathe, work and play in and around our buildings – are foremost in our considerations for development, design, and construction. Our goal is to create structures that support healthy, vibrant, and thriving communities.

When we combine all of this along with development services, this is where we really thrive. The quality and efficiency of all disciplines working together under one roof since project inception is unprecedented. It allows us the fluidity to jump seamlessly between disciplines without sacrificing one over the other. It allows us to implement efficiencies and background knowledge from each discipline throughout the entire process, and ultimately allows us to create a high-quality product, that is on budget and on time. Coburn has successfully completed numerous design-build-develop jobs over the years, the most recent residential projects being The Row (10 unit townhome building in Boulder), Nickel Flats (17 unit apartment building in Boulder), and Anthracite Place in Crested Butte (30 unit residential building).

## AFFORDABLE HOUSING

Coburn is a specialist in Affordable Housing, and a recognized regional leader in affordable architecture. We are devoted to the affordable housing cause, we believe in it deeply, and we feel that shows in our work. We've been the architect and/or planner for affordable housing projects in communities all over the Front Range and Colorado, including towns such as Crested Butte, Breckenridge, Snowmass, Fort Collins, Boulder, Lafayette and others. Workforce housing is an important aspect for all communities, but it is especially important in secluded mountain areas where there aren't any nearby alternates. Keeping the workforce integrated and living within the community they serve is imperative to healthy, thriving towns. Some of our more recent affordable mountain housing projects include Nederland Affordable Housing Project (currently in entitlement), Denison in Breckenridge (nearing the end of construction), Anthracite Place in Crested Butte, and Pitchfork in Mount Crested Butte.

We understand the needs of affordable housing, such as long-term maintenance, durability, and attractive neighborhoods, and we understand the needs of the residents, such as a feeling of community, pride of home, and functionality. Residents will find design that supports the greater community, with an emphasis on streets, parks, porches, gathering and socialization. Durable and lasting materials and design will allow for the community to look sharp and attractive for years to come, and allow homeowners to more easily care for it and support the neighbors. Our projects are highly sustainable, driving down energy use, increasing occupant comfort, and reducing utility costs, further supporting the residents economically. The units are finely and carefully constructed and detailed, adding to the perception of quality and permanence.

Our tagline is "Creating Great Places", and nowhere do we take this more seriously than with affordable housing. In all our projects you will find that our affordable products do not skimp on design, character, or sense of community. In many cases they are integrated within market rate units and you would never know the difference.

## MOUNTAIN EXPERIENCE

From designing projects to sustain harsh mountain climates, to selecting materials and methods available to local subcontractors, we have decades of experience with residential mountain construction, and know how to do it successfully and efficiently. With our Crested Butte office a few blocks away, and endless community connections and local resources, Coburn has a pool of trusted local subcontractors available to work with. We strive to source materials and labor locally whenever possible, however, should we ever need it, we also have connections throughout the Front Range that are available should we ever need backup.

We have designed several affordable residential mountain projects recently, some of which are local to Crested Butte including the previously mentioned Anthracite Place and Pitchfork.

***\*Full descriptions of projects mentioned above, along with additional featured projects, are included at the end of this document.***

## PROJECT TEAM

Our project team will be as follows:

### **Bill Coburn - Developer and Construction Director (Main Point of Contact)**

Bill Coburn is the company founder and president. He oversees acquisitions, construction, project development and entitlements for the Crested Butte office. Bill's unique vision for the future, combined with a strong commitment to quality, has served as the basis for Coburn's distinction as an innovative design-build firm. Bill has previously served on the Town Council and BOZAR and is very involved in the local Crested Butte community. He has the skills to build successfully, affordably, and on time in the mountains. He was responsible for the development and construction for both Anthracite Place and Pitchfork that are included in our Project Features below. He will serve as the developer and construction director for this project and will work closely with the Architect (Pete Weber), and Construction manager (John Mortell) to ensure the job is well managed and run efficiently. He will be involved from the onset, and will be the main point of contact for the Town of Crested Butte.

### **Pete Weber, AIA, Principal – Principal Architect**

Pete Weber is a design principal and Senior Architect for Coburn Design. He oversees the Coburn design team and is responsible for overall creative and design quality control. He oversees individual projects and specializes in planning, mixed-use projects, residential design, entitlement, sustainability and affordable housing. He was an early leader in the movement back to walkable, community-oriented neighborhoods, and was directly involved with Denison, Anthracite Place, and Pitchfork from our featured projects below. Pete has been working with Bill for 25 years and together, the two have learned what it takes to build beautiful, long lasting, affordable homes in mountain communities. Pete will oversee the design team and shepherd the project through community outreach, planning, concept, BOZAR, permitting, and continue to be involved throughout the construction process. He will be the main link of contact between our in house construction and architecture groups to ensure the job is managed seamlessly with the original design intent intact.

### **John Mortell – Construction Manager**

John Mortell is a long term valley resident and an expert at residential construction in the mountains. He has operated John Williams Framing in the valley for approximately 15 years, and has now been working directly for Coburn as a construction manager for the past several years. He and Bill work well together and have successfully completed Anthracite Place in Town, and are currently working together on a few small homes in Pitchfork. John Mortell will be the main point of contact between Bill Coburn and all the subcontractors, and on site to manage daily construction operations, scheduling, budgeting, and quality control.

### **REG – Structural and MEP Engineer**

Resource Engineering Group, Inc. (REG) provides a unique set of engineering skills for projects across the country and the world. They live and breathe resource efficiency, and specialize in designing mechanical and structural systems to aggressively reduce material and energy use. Providing full S-M-E-P services with internal coordination between engineering disciplines, REG has worked with Coburn (and specifically Pete Weber) on many jobs, including Nederland Affordable Housing, Denison, and Anthracite featured below. REG is local to Crested Butte and very familiar with the systems that perform most effectively and efficiently in harsh mountain climates.

**Subcontractors**

We have many great relationships with subcontractors in the region, and always strive to use local resources whenever possible. For lots 76, 79, & 80, we intend to use primarily the same subcontractor base that built Anthracite Place and are currently building the small homes in Pitchfork. The majority of these subcontractors are local, however, over 80% of Coburn Development's construction volume is in the Front Range of Colorado and we have a large and loyal subcontractor base there should we need it. We competitively bid all the major subcontractors to make sure we can complete the job on time and on budget. On large local projects in the past, we have brought in framing, trim, tile, drywall, paint and roof crews from Boulder if needed.

Below is an example list of the major contractors we used have used in the past at Anthracite Place and Pitchfork.

- Excavation and Utilities: Hearne Excavating and JCI
- Concrete: CSI
- Frame and Trim: Blue Valley – Rich Reeser and John William
- Builders Plumbing and Mechanical: Alpha
- Electrical: CB Electric Insulation: Insuseal
- Drywall: Western Sky - John Garfell
- Roof: Jim Thomas and Centennial
- Roofing Finishes: Variety – Many Finishes come from the Front Range Sources
- Windows and Doors: Variety – We use many vendors, depending on the type of job

### 3) PROJECT APPROACH

#### COMMUNITY OUTREACH & PUBLIC ENGAGEMENT

We at Coburn have honed our abilities with neighborhood interactions over our decades of public process. We have developed an open and interactive process in which we strive to gather feedback and commentary from all interested and affected parties from an extremely early point in the project conception. In this manner we create an atmosphere of teamwork, investing all the stakeholders personally for a successful project outcome. When stakeholders are invested in this way, projects are more deeply connected to the context, are of higher quality, and are quite simply more successful.

The anticipated Community Charrette will be a great start in understanding the goals of various stakeholders. We anticipate the discussion will partially focus on the relationship between design quality, density and affordable housing. Through our deep experience with affordable housing in the valley and all over Colorado, we can bring to the discussion (at the Charrette and beyond) examples of successful projects as well as facts and figures to help illuminate the possibilities.

All processes and communities are different and require a different tack to create a successful engagement. We will work with The Town of Crested Butte and The Gunnison Valley Regional Housing Authority to craft an approach that works for the BOZAR process, the neighbors, and ultimately accomplishes the goals of Crested Butte's Five Year Affordable Housing Plan. We are confident in our ability to work with the public to create projects that are understood, approved and ultimately loved.

#### ENTITLEMENT PROCESS - BOZAR APPROVALS

Entitlement is an area of specialized expertise with Coburn. We have completed entitlement for scores of projects across the Front Range and mountains of Colorado. While most architects at best support this effort, Coburn has taken a lead role in the majority of these public processes, bringing an ability to run the community engagement, interface with the municipalities, develop strategy, present to boards, and more. We have successfully entitled projects in communities such as Boulder, Fort Collins, Crested Butte, Snowmass, Littleton and others. We know how municipalities work, how boards interact, and how to plan a project from the outset to be both excellent and assist in its approvability. We have approximately 20 years of experience building in Crested Butte and are very familiar with the BOZAR process. Additionally, Bill Coburn, Developer and Construction Director, is a former BOZAR member.

The most recent projects we have successfully navigated through BOZAR are Anthracite Place, 330 Bellview (Irwin Building), 326 Bellview (Irwin Brewing), and the Scarp Ridge Lodge. We have learned, that projects are most successful when we engage BOZAR early in the process and make sure to do the prep and homework first. When we come informed in the regulations, and with a flexible mindset, we are able to listen to feedback and incorporate any adjustments as needed. We are confident in our ability to successfully prepare for and navigate the BOZAR approval process.

#### CRESTED BUTTE AFFORDABLE HOUSING GOALS - SUSTAINABLE DESIGN

With multiple LEED APs on staff, multiple LEED buildings in our portfolio (including LEED platinum), and multiple projects designed under the Enterprise Green Communities standards, we are well versed in sustainable practice for structures. We have completed extensive analysis of construction techniques for sustainability performance and have a unique understanding of the cost versus benefit of a host of potential green features for residential and mixed-use construction. This understanding and background enables us to get a high return from the available sustainability funds on a project. In addition, the understanding of these sometimes simple measures at the outset, allow their benefits to be incorporated into the project in way that can often result in very limited extra costs due to their inclusion while still yielding a large benefit to the project.

Our Integrated Sustainability Services allow us to incorporate green methods and intentions into our projects in an exacting and intelligent manner. We take a holistic approach to sustainability and can balance the divergent and often contradictory desires of different elements. We tailor our projects and their parts to meet the particular needs of each individual client, and we recognize the unique sustainability efforts appropriate for each different project. We strongly believe that sustainability should be incorporated into a building from the outset, not forced onto a project later. Our unique design process and integrated “green” knowledge affords this opportunity and allows our projects to have a holistic union of sustainability elements and desires.

Incorporating health, responsibility and energy-efficiency into our design from the beginning is a critical step in our commitment to creating great places. We will discuss sustainability goals early on, and involve the design team, construction team, and sustainability consultants to decide on an approach as a team. This is how we ensure that we are selecting measures and methods within budget that will perform well, and not affect constructability or schedule during the construction process. Having the entire team be a part of these decisions is not only critical to keeping our budget and schedule, but also ensures that all involved are aware of the strategy and goals, and will not unintentionally make decisions that are counterintuitive to the projects sustainability goals.

### **ON-TIME AND ON BUDGET**

Deed restricted affordable housing in a historic town with high expectations of design quality has its challenges, but we have a track record of doing this successfully. We will take into consideration the Town's Five Year Affordable Plan, density metrics that come out of the charrette, construction cost goals, and design considerations that come from the municipal code and BOZAR feedback, to create a detailed schedule and budget to keep the project on track.

The most challenging portion of most schedules early in the process is the unpredictability of entitlements. In this case, that will be the possible replatting of block 76. We will work with the Town to develop a predictable and smooth process and set clear expectations for the team. Once the project has made it through entitlements and permitting, the next set of challenges is in managing the construction schedule. During the bidding process we will organize a subcontractor team that is the right size for the project and set clear expectations with them from the outset. From there we will develop a detailed schedule (with subcontractor input) and use that schedule and buy-in to drive the progress of the project. Utilizing relationships and experience we already have with the team of subcontractors allows us a degree of trust between all parties and ensures timely starts and completions of all tasks. We are assuming this will be a phased two year build out.

Being on time with the methods described above, usually leads to effective budget control as well. Early in the design process, we make sure to limit the complexity of buildings (without sacrificing design) and only use complex design elements when and where they provide the most benefit. As we touched on earlier, we don't like to experiment with new construction methods on affordable housing. We use tried and true methods and materials that both the design and construction team are familiar with. Drawing from our decades of experience allows us to limit surprises and increase predictability. While we always ensure we are designing well thought out, beautiful buildings, we know what materials to use that are both high quality and inexpensive.

## **LESSONS LEARNED: WORK FORCE AND AFFORDABLE HOUSING SUCCESSFUL STRATEGIES BUILDING DEED-RESTRICTED HOUSING**

Coburn Development has designed and built hundreds of affordable housing units. We have learned many lessons along the way. One of the most important lessons learned, is that affordable housing is not the time for experimentation. It is best to stick to construction methods that the architect, contractor, and subcontractors are familiar with and confident in their abilities to execute successfully. One example of such a lesson, is that we have had poor results with modular housing – largely due to a lack of control and oversight on the part of the Modular company. If we were to explore modular again, we would factor in much more of our own oversight during the construction of the modules. We are always striving to create exceptional products (in both design and performance), but we've learned to do it with the details and materials the team is familiar and experienced with.

Most of our single-family and small multi-family projects have not been 100% affordable housing, such as Pitchfork (25%), Iris Hollow (70%), Steel Yards (50%). We have learned that designing a product that looks as good as the neighboring market-rate products is what creates thriving communities. When we create homes that match the quality of the market rate, and are not stigmatized by poor design and construction, we create a pride of ownership that leads to well maintained and cared for neighborhoods. Most importantly, we've learned that we can do this affordably. Most of the quality and market rate feel comes down to the design, detailing and workmanship. We can do great design and execute it beautifully, and we know what materials to use in order to do it affordably.

## 4) FINANCIAL CAPABILITIES AND STRATEGY

### FINANCIAL CAPABILITIES AND STRATEGY

Coburn was established in 1985, has annual revenues of approximately \$10-14 million and employs approximately 25 people. Over the last 30 years, Coburn has developed and invested over \$200 million of debt and equity capital. These projects have included office, industrial, retail, multi-family, residential land and mixed-use projects ranging in size from small single-family lots to large scale highly integrated mixed-use project. In addition to its investment activities, Coburn has also been involved in hundreds of other design and construction projects, many of which include substantial affordable housing. Even though the Project is anticipated to be For Sale Product, Coburn's experience in tax credit financing, grant funding and developing cost basis in compliance of CHFA regulations is a competitive advantage. Coupled with the financial elements of funding affordable housing, Coburn has depth of experience in design elements which include: Enterprise Green Communities (sustainability), affordability housing livability standards, requirements for common amenities and unit amenities, and positioning the project to be as "shovel ready" as possible.

For Blocks 76, 79 and 80, Coburn anticipates financing the project through traditional lending with local banks. We have a long and solid construction lending relationship with both Community Banks and Bank of the West. Additionally we have strong lending relationships with other institutions in Colorado if needed. Using the land as equity, we should need very little Mezzanine Funding. Coburn has deep sources for Mezzanine Funds if needed or can fund through internal sources.

We provided bonding for Anthracite Place. We have been in contact with a bonding company to get preliminary estimates on a \$3,000,000 bond. We are assuming that this is a two-year build out on a \$6,000,000 project.

***PLEASE NOTE: supporting documents are included in this email response as a separate PDF. Attachments include:***

***Balance Sheet and Profit/Loss Statement***

**CREDIT REFERENCES FOR COBURN DEVELOPMENT INC.****Coburn Development, Inc.  
Fed Tax ID #84-1167594**

Billing Address: 2560 28<sup>th</sup> Street, Suite 200, Boulder, CO 80301  
Phone 303-442-3351 – Comptroller – Karen Born, ext 1121

Nature of Business: Design/Build Firm, A Colorado Corporation  
Incorporated in 1985

Coburn Development has 30 Full Time Employees

**Name and Title of Owners/Officers**

William Coburn II – President, P.O. Box 901, Crested Butte, CO 81224  
John A. Koval – VP Development, 2560 28<sup>th</sup> Street, Suite 200, Boulder, CO 80301  
James C. Appel – VP Construction, 2560 28<sup>th</sup> Street, Suite 200, Boulder, CO 80301  
Peter Weber – VP Architecture, 2560 28<sup>th</sup> Street, Suite 200, Boulder, CO 80301  
William G. Holicky – Principal, 2560 28<sup>th</sup> Street, Suite 200, Boulder, CO 80301  
Danial Flohrs – Principal, 2560 28<sup>th</sup> Street, Suite 200, Boulder, CO 80301

**Trade Credit References**

BMC West – 7881 S Wheeling Ct., Englewood, CO 80112 – 303-784-4223  
Alpine Lumber – 1120 W 122<sup>nd</sup> Ave #301, Westminster, CO 80234 303-451-8001 Attn: Kim Miles  
Boulder Lumber – 2990 Sterling Ct., Boulder, CO 80301 – 303-443-0528 Attn: Beverly  
Brown Plumbing - 1400 Violet Ave, Boulder, CO 80304 – 303-444-2656 – Attn: Tony Brown  
CBS Carpets – 3855 Pearl Street, Suite #1 – Boulder, CO 80301 – 303-443-0909 – Attn: Noah Donovan  
Excel Electric - P O Box 970, Niwot, CO 80544 - 303-530-3333 – Attention: Eileen Heil

**Bank References**

Elevations Credit Union  
Todd A. Peyok | VP Commercial Lending  
2960 Diagonal Highway, Boulder  
P.O. Box 9004, Boulder, CO 80301  
t: 303.443.4672 x1517 | f: 720.652.7152

**Great Western Bank**

2775 Pearl Street, Suite 101  
Boulder, CO 80302  
Attention: Kent Nuzum  
(303) 447-0444

## 5) CONTACTS & REFERENCES

### RFQ CONTACT

Peter Weber, AIA  
Principal  
pweber@coburnpartners.com  
(303) 442-3351 x1115

### DEVELOPER CONTACT

Bill Coburn, Developer – Main Point of Contact  
[bcoburn@coburnpartners.com](mailto:bcoburn@coburnpartners.com)  
(970) 209-1405

### RECOGNITION

Coburn Architecture's projects have received repeated praise from the municipalities in which we have worked and are often used in their materials as examples of community goals. These are some of the recent awards our projects have received:

#### **Yarmouth Way, Boulder, CO**

- Jack Kemp Workforce Housing Models of Excellence Award

#### **Red Oak Park, Boulder Housing Partners, Boulder, CO**

- Urban Land Institute Global Award of Excellence
- NAHRO National Award of Merit, Housing and Community Development
- NAHRO National Award of Excellence Nomination
- Colorado NAHRO Affordable Housing Project of the Year
- Case Study, EPA, Implementing Smart Growth Streets
- City of Boulder Best Green Multi-Residential Building
- AIA Colorado Sustainable Design Exhibition DIA
- ReSource Conservation Magazine Feature Article
- Denver Business Journal Article

#### **Steel Yards, Boulder CO**

- Smart Growth Hall of Fame
- Colorado Architect Feature Article
- CNU 17, Colorado Urbanizing, Featured Project

#### **Iris Hollow, Boulder, CO**

- Colorado Governor's Smart Growth Award
- CNU 17, Colorado Urbanizing, Featured Project

#### **Pitchfork, Crested Butte, CO**

- Residential Architect Feature Article

#### **Holiday Drive-In, Boulder Housing Partners, Boulder, CO**

- Zamia Park, SunPower Intelligent Award for Solar
- Studio Mews, CNU 17, Colorado Urbanizing, Featured Project

We are proud of our work, and we are proud of the recognition it has received.

**COBURN DEVELOPMENT REFERENCES**

Karl Fulmer

Former Director of the Gunnison Valley Regional Housing Authority / Currently Sioux Falls Housing Director:

[k\\_fulmer@siouxfallshousing.org](mailto:k_fulmer@siouxfallshousing.org)

Joe Ballestrasse

Community Banks

[jballestrasse@cobnks.com](mailto:jballestrasse@cobnks.com)

Heidi Haun

Bank of the West

[heidi.haun@bankofthewest.com](mailto:heidi.haun@bankofthewest.com)

Steve Gabel

Iris Hollow – Multi Family, Single Family, Affordable Housing – Boulder

[SGGski@msn.com](mailto:SGGski@msn.com)

1-303-579-7250

Betsey Martens

Boulder Housing Partners – Executive Director

[martensb@boulderhousingpartners.org](mailto:martensb@boulderhousingpartners.org)

720-564-4610

John McElveen

Broker – Boulder

[johnmac@boulderco.com](mailto:johnmac@boulderco.com)

303-818-7500

Joe Coffey

Town of Snowmass Housing Director

[jcoffey@tosv.com](mailto:jcoffey@tosv.com)

970-923-2360

Matt Dyroff

West Point Investments – Boulder

303-478-8873

Macon Cowles

Boulder City Council Member – Design / Build Client

[Macon.cowles@gmail.com](mailto:Macon.cowles@gmail.com)

303-638-6884

Todd Peyok

Vice President Lending – Elevation Credit Union Boulder

[Todd.peyok@elevationscu.com](mailto:Todd.peyok@elevationscu.com)

303-443-4672 ext 1517

William Coburn (Father)

Steel Yards Client – Multi Family, Affordable Housing, Commercial – Boulder

[tincupgpa@yahoo.com](mailto:tincupgpa@yahoo.com)

303-250-0127

## NEDERLAND AFFORDABLE HOUSING

Nederland, Colorado

26 Units | Gross Square Footage: 25,000 sf | Budget \$6,200,000

Roles + Responsibilities: Planning, Entitlement & Design



Nederland Affordable Housing is a 100% affordable multi-family rental unit in Nederland. This will serve a variety of income levels ranging between 30% - 60% AMI's. The project is located in downtown Nederland and is really the first development of its kind for the town. The project is currently through entitlement, and has been submitted to CHFA for a tax credit application. The project is anticipated to be constructed by fall of 2019.

## PITCHFORK

Crested Butte, Colorado

102 Units | 7.9 Acres

Gross Square Footage: 118,000 sf | Budget \$34,000,000

Roles + Responsibilities: Site Planning, Architect, Develop & Build

Completed: Ongoing, estimated 2020



Pitchfork is a 100-unit for sale residential neighborhood in Mt. Crested Butte, Colorado that was formerly owned by the Crested Butte Mountain resort. As part of the purchase agreement with the resort, Coburn committed to provide 30% deed restricted affordable housing for qualified Gunnison County residents. Designed to combine a mountain aesthetic with innovative design, the project creates a pedestrian-scaled neighborhood surrounded by meticulous architectural and site design elements. This rich architectural character has helped make it one of the new models for mountain town redevelopment.

## AWARDS

CNU 17, Colorado Urbanizing, Featured Project  
Case Study, 2006 Jan/Feb, Residential Architect

## ANTHRACITE PLACE

Crested Butte, Colorado

30 Units | Gross Square Footage: 21,000 sf | Budget \$3,700,000

Roles + Responsibilities: Design & Construction

Completed: August 2016



Anthracite Place is a 30-unit affordable housing complex located at 513 Belleview Avenue in Crested Butte, Colorado. The project's location is a prime spot for workforce housing, as it's surrounded by amenities within walking distance such as a grocery store, an arts center, nearby parks, and a bus stop across the street. The project has secured low-income tax credits which helps make this project a reality and keeps working people living in the town of Crested Butte. The project is a 100% affordable rental project.

## RED OAK PARK

Boulder, Colorado

59 Units | 3.5 Acres

65,000 sf | Budget \$13,000,000

Roles + Responsibilities: Planning, Entitlement, & Design

Completed: Phase I in 2010



Red Oak Park is a 100% affordable rental housing project developed in collaboration with Boulder Housing Partners. Working together, the team successfully designed a new pedestrian oriented site plan, identified funding sources, determined optimum construction methods, and implemented the project. This visionary reuse of a mobile home park is a national model for highly sustainable, affordable housing redevelopment. This is a 9% affordable tax credit per project, which received \$8.8 million in equity financing. This project meets a variety of AMI's ranging from 30% - 60%.

### AWARDS

Urban Land Institute Global Award of Excellence

NAHRO National Award of Merit, Housing and Community Development

NAHRO National Award of Excellence Nomination

Colorado NAHRO Affordable Housing Project of the Year

Case Study, EPA, Implementing Smart Growth Streets

## DENISON

Breckenridge, Colorado

76 Units | Gross Square Footage: 80,000 sf | Budget \$17,000,000

Roles + Responsibilities: Planning, Entitlement & Design

Completed: Estimated Fall 2018



Denison is an affordable housing project developed in conjunction with the Town of Breckenridge. Completed in two phases, this project offers several apartment buildings with affordable rental units, and deed restricted for sale townhomes. The project is located adjacent to the Blue River and was designed to be a cornerstone to Block 11 which is intended to bring even more affordable units to the neighborhood in the near future.

## RODEO PLACE

Snowmass, Colorado

29 Units | Gross Square Footage: 40,000 sf | Budget \$6,000,000

Roles + Responsibilities: Planning, Entitlement, Design

Completed: 2012



Coburn's architectural group was selected to complete the planning and architecture for this neighborhood of employee housing. Coburn worked with the town and the community to create a project that not only was appropriate for its mountain setting, but balanced the needs of future residents, an aggressive sustainable building program, and the economic realities of providing affordable, quality construction in a relatively remote location. All buildings in this development were constructed as manufactured housing, which greatly sped up the construction process in the shortened building season of the mountains. Rodeo Place is a 100% deed restricted for sale neighborhood developed in phases in conjunction with the Town of Snowmass.

## YARMOUTH

Boulder, Colorado

25 Units | Gross Square Footage: 37,500 sf | Budget \$5,600,000

Roles + Responsibilities: Planning, Entitlement, Design

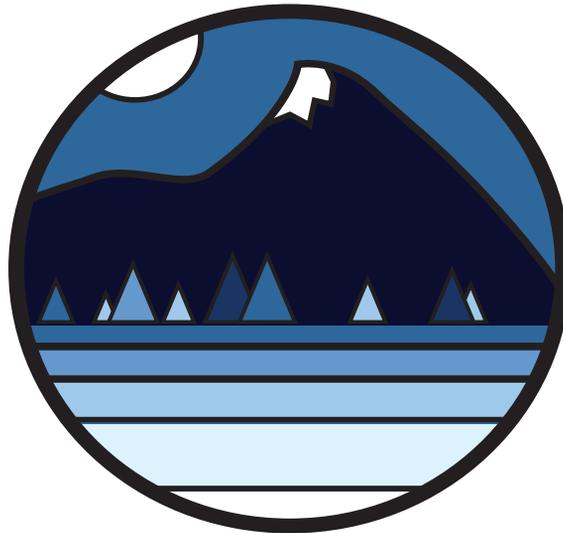
Completed: 2012



The site of this 25-unit for sale residential project was previously slated to house a medical clinic and its associated parking lot. Due to the limited street frontage available to the parcel, a creative solution was required for each of the homes to have appropriate relationships to the public way. By utilizing a woonerf, or combined pedestrian and vehicular way, Coburn provided the interior of the project with an organizing community space that allows all the units to have an identifiable front. 40% of the units in the project are permanently deed-restricted affordable housing.

## AWARDS

Jack Kemp Workforce Housing Models of Excellence Award

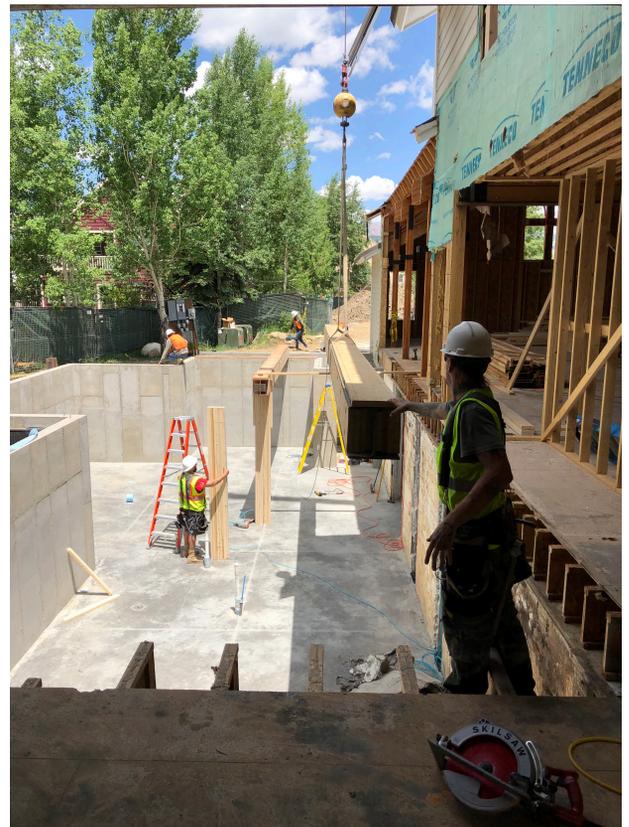


BYWATER  
DEVELOPMENT

PROPOSAL TO THE TOWN OF CRESTED BUTTE  
FOR THE DESIGN, FINANCING, CONSTRUCTION, AND COMPLETION  
OF AFFORDABLE HOMES LOCATED IN BLOCKS 76, 79, 80

BYWATER LLC  
JOEL & AMY WISIAN  
PRINCIPAL CONTACT FOR PROJECT: JOEL WISIAN  
970.922.9222 | JWISIAN@GMAIL.COM

**The Bywater LLC** team has interest in working with the Town and neighbors to bring to fruition high quality, affordable housing in response to the Gunnison Valley Housing Needs Assessment. Bywater LLC maintains strong financial health and a successful team of architects, engineers, and subcontractors. With two recent and successful BOZAR approvals, the Bywater LLC team is looking forward to designing and building 22-26 aesthetically-pleasing, history-honoring homes in Crested Butte. Individually, we love Rainbow park and the views from the park. As a development team, we will ensure these improvements will help lessen the housing crisis and also connect and contribute to the existing neighborhood in a beautiful manner. Bywater LLC has the experience and capabilities to complete this project on budget and on time. Our entire career has been to work in communities to fulfill specific needs in a timely manner. Thank you for this opportunity.



# Bywater Development, LLC



A husband and wife team, Joel & Amy Wisian, relocated our family and business to Crested Butte, Colorado from Ardmore, Oklahoma.

Our development business began in Lubbock, Texas in 2003 in our early 20's. Seeing a need for new and unique college housing to serve our alma mater, Texas Tech University, we built 480 three-bedroom three-bath units and created a vibrant neighborhood.

Our implementation of quality interior amenities, green grass, trees, and hosting barbecues and friendly meet-ups, made for a popular neighborhood for students, and the beginning of our understanding of community connectivity.

Upon having our first child in 2005, our eyes looked toward home-Oklahoma. After divesting of our assets in Lubbock in 2006, we moved to Oklahoma to help fulfill a need for affordable housing for the growing population.

Initially, we partnered with the City of Ardmore, developing 176 lots and building over 90 single-family homes in 30 months. We constructed Energy Star Certified, all brick homes with nice amenities. Customers chose from dozens of our custom floor plans and finishes. Since 2009, we have provided an additional 55 single-family homes in other small, underserved communities in Southern Oklahoma. We've partnered with investors who were also city leaders to build high quality rental property in small towns in Oklahoma. We also purchased and remodeled several historic properties. In 2016 and 2017, we built and sold 32 infill, single family homes at an average price of \$200k per home.





In 2014, we designed and built a four-plex and a duplex to provide housing for a growing professional crowd in our community. We chose infill lots that had been overlooked for years and created something like no one had ever seen in Oklahoma. Bike racks, raised bed gardens, repurposing a shed as a common space, and making space for park benches created cozy spaces for renters. All six units are leased to young professionals for \$900-\$1300/month.





# Neighborhood in a pocket

*Couple plotting smaller concept near downtown Ardmore*

BY MOLLY M. FLEMING  
THE JOURNAL RECORD

ARDMORE - When Joel and Amy Wisian of Reunion Homes see a vacant property in their city, they don't see just tall grass and overgrown trees.

They see potential.

Since 2012, the couple with their company Dwell Ardmore have added four leasing properties to the city, all on lots that sat vacant for many years. The properties range in size from one bedroom, one bath, to three bedrooms with two-and-a-half baths, all with new appliances and amenities.

The exteriors of the homes are bright colors, while the aesthetic of the homes fits in with the older style of the neighborhoods surrounding downtown. The homes were designed by ADG Architects of Oklahoma City.

With their company Reunion Homes, the couple are bringing a national concept to the city of approximately 25,000 people. They are building a pocket neighborhood called McLish Cottages with 10 or 11 houses for sale, all within 2 acres. The neighborhood will be at the intersection of H Street SW and McLish Avenue SW on property that has been vacant for 40 years.

The planned neighborhood is just a few blocks from downtown, five different churches and an elementary school.

"There's a revitalization happening in downtown," Amy Wisian said. "A lot of people want to live close to it."

It's that renaissance in the downtown that Wisian said drove them to look at the pocket neighborhood concept for the city. Also, the city is in need of housing options as people move to the area to work.

But the city limits are landlocked because of surrounding cattle ranches and the Arbuckle Mountains.



Homebuilder Amy Wisian discusses the paint colors used on the 6th Street Studios multifamily development in Ardmore built by her and her husband, Joel. The development is one of the couple's many infill projects in the city. Homes of similar style will be built in the couple's first pocket neighborhood at McLish Avenue SW and H Street SW in Ardmore. PHOTO BY MOLLY M. FLEMING

Wisian stumbled upon Washington-based architect Ross Chapin's website while researching urban infill development.

"His concept speaks to us," she said. "We all want privacy, but at the same time, we don't want to be off by ourselves."

The pocket neighborhood designed by Reunion Homes will center seven homes around a 21,176-square-foot common park area, with three or four other homes and a multifamily unit around a community garden. The park-

ing for the seven homes will be along the alley behind the lot, with a shared tool shed that will serve as a storm shelter. The other homes and the multifamily unit will have adjacent parking. The neighborhood will have parking for visitors as well. The entire 2 acres will be connected by walking paths and sidewalks.

Chapin said he has seen his concept used in Orlando, Fla.; Indianapolis, Ind.; Portland, Ore.; and La Crosse, Wis.

He said he has spoken with the Wisians and he liked their spunk.

"They see the possibilities and they're not afraid to stop and see them made real," he said. "They want these things to happen. I just love them."

Chapin said he came up with the concept in the mid-1990s when Langley, Wash., officials became concerned about urban sprawl. That's when he thought of the pocket neighborhoods as a way to infill rather than continue the sprawl. It also created that tight-knit sense of community that he had grown up with in Minnesota.

"This is infill development that is intended to strengthen the character of local neighborhoods while increasing the housing options for people, especially empty nesters and young families."

As with any new design, pocket neighborhoods come with the challenge of changing city code. In the city of Ardmore, the Wisians had to have the planned unit development regulations changed from 5 acres to 2 acres. The change has passed the city planning commission and will next go before the city commission.

Once that is approved, the plan for the pocket neighborhood will be heard before the planning commission, and if approved, the city commission.

Amy Wisian said she has had a lot of interest in the homes that will sell for \$170,000 to \$250,000. Each home will sit on 6,000 square feet of property as well as have access to the more than 21,000 square feet of shared space. The 6,000 square feet is the required density in the city's code.

She said they could have built the typical subdivision with brick homes and two-car garages, but that's not what their market needed. The city needs housing near downtown, she said.

"I just love that Joel and Amy are stepping forward to be pioneers in something that in one sense could be cutting-edge," Chapin said. "Who would have thought that Ardmore would be cutting-edge?"

Construction on the McLish Cottages is expected to start in June, with occupancy expected by early 2015.





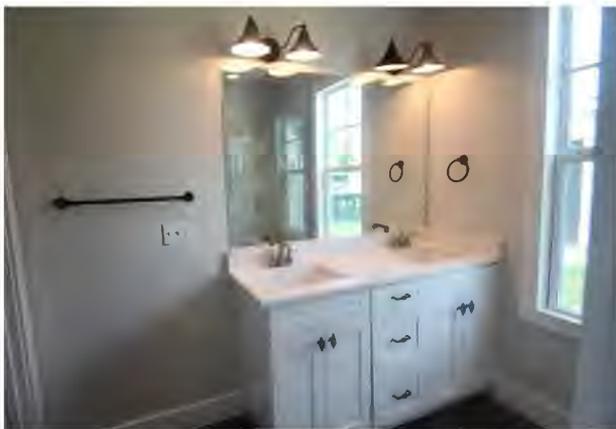
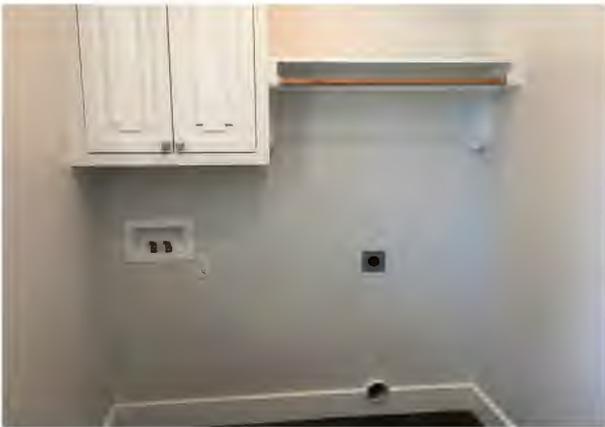
In 2016, we designed and built seven cottages to create a pocket neighborhood concept on a lot that had been sitting vacant for over 50 years. Each home has a detached garage and a private yard and range in price from \$170-\$240K. Landscaping, benches, nesting of houses, and architectural connectivity ensures each home is unique and also conforms with the historic neighborhood.











Our portfolio includes many custom single family homes and high end speculation homes as well. We have built beautiful spaces that maximize each potential, ranging from \$130K to \$1M. We work well with architects, designers, and real estate agents. Visit our website for more photos in this category.





We built, own, and manage a 37,000 SF, \$5.4 million state-of-the-art office building for Oklahoma Department of Human Services. Also, we built a 17,000 SF law office in historic downtown Ardmore, the first new building in over 60 years.



# Bywater LLC

## 2017/2018 Projects

Oh Be Joyful Church  
 11,200 SF Remodel & Expansion  
 625 Maroon | Crested Butte, Colorado  
 \$2.2 million budget  
 Completion Date February 2019  
 On time & on budget  
 Principal: Scott Winn 214-566-6158

Tributary Coffee Roasters  
 1,500 SF Commercial Renovation  
 Main Street | Gunnison, Colorado  
 \$90k Budget  
 Completed 7-11-18  
 Principal: Travis Colbert 970-445-7368

Custom Home  
 851 Fairway Lane | Gunnison, Colorado  
 2,100 Main House with 750 SF deed restricted  
 apartment  
 \$700K Budget  
 On time & on budget  
 Completion February 2019  
 Principal: Jennifer Kermode 970-406-8920

Scout's General  
 Historic renovation, change of use  
 509 Elk Avenue  
 \$100K Budget  
 On time & on budget February 2018  
 Principal: Joel & Amy Wisian

Custom Home  
 Remodel  
 114 Second Street  
 \$50K Budget  
 Principal: Joel & Amy Wisian



# Bywater LLC Team

Freestyle Architecture  
Jim & Karen Barney

J Reeser Architect LLC  
Jody Reeser

**(Please find the resumes for Jim, Karen, and Jody in the following pages)**

Colorado Structural  
Mike Arbany

CTL Thompson  
Scott Hargrove Jr.

Mountain Geotech  
Kari Roberts

All County Survey  
Stephen Jessoe

## **SUBCONTRACTORS**

Framers: Joe Hadden, Neil Clugston, Brian Murphy, Blue Valley Carpentry,  
Cedar Creek Construction

Concrete: Key Way Concrete, CSI Concrete, C&C Concrete, Deer Valley  
Concrete

Mechanical: Timberline Mechanical, Alpha Mechanical, Plumblin  
Mechanical

Roofing: Centennial State Roofing, Top Tier Roofing, Arapaho Roofing,  
Elevation Roofing

Electric: CB Electric

Lumber: Alpine Lumber

Excavators: Dietrich Dirtworks

# Project Approach

Bywater LLC, Joel & Amy Wisian are known as community-minded, connected, and concerned. Engaging neighbors, communicating early and often, listening to needs and challenges, and creating win-win situations are proven elements to our success. We have hosted and participated in community charrettes and hope to offer one of these during the early design phase of the project.

Bywater LLC is also known for impeccable management practices, resulting in project completions on time and on/under budget. The Town's affordable housing goals are easily understood. Our entire career is in understanding needs, goals, and challenges and creating solutions for the betterment of the community.

Proper scheduling and effective communication ensures that all team members know the goals and deadlines and are on board 100%. On-site daily, active management to ensure trades have their materials on time, equipment and support to have a productive day every single day. Hours and days are wasted when there is no proper management. When everyone is prepared, held accountable, and supported, the process works as it should. Several principles increase efficiency and livability. Homes should have incredible floor plans, nest accordingly, and use light and energy effectively.

- Similar kitchen and bath models
- Competitive trade and vendor pricing due to size and timeline of 22-26 houses consecutively
- Limited number of variations in materials while still maintaining uniqueness
- Attention to dimensions to allow for minimal material waste
- Proper material delivery scheduling & great time management with trades
- Simplified, livable floor plans
- Attention to cost of ownership in mechanical design decisions
- Collaboration with architect on material selection to ensure the highest quality available within the budget

# Financial Capabilities & Strategy

Bywater LLC is prepared to complete this project in one phase. It is important for the construction process to be continuous. Subcontractors will work on consecutive homes. Neighbors will appreciate the streamlined and organized process. Homeowners will have neighbors, cleanliness, and be free from prolonged construction times.

Financing for this project is secured. Bywater LLC will carry the financing for the duration of the project. Bywater LLC is properly bonded and insured. The Bywater LLC Team of architects and engineers is financially secure. Please find two bank letters in the following pages.

Bywater LLC, Joel and Amy Wisian have developed and secured financing in excess of \$50 million since 2003. We've successfully managed all phases of construction as a general contractor, with over one hundred subcontractors working at any given time.

## Credit References

Blake Hollingsworth  
First National Bank Ardmore, Oklahoma  
blakeh@1nb.com

Matt Jackson  
The Bank of the West  
mjackson@thebankofthewest.com

Dustin Nichols  
TBK Bank  
dnichols@tbkbank.com



P.O. Box 1620  
725 Hwy 24 N.  
Buena Vista, CO 81211

Main: 719-395-8648  
Fax: 719-395-8640

July 14, 2018

Joel and Amy Wisian  
Bywater, LLC  
509 Elk Avenue  
Crested Butte, CO 81224

Mr. and Mrs. Wisian,

Please except this letter as evidence of TBK Bank's interest in financing the Bywater, LLC's development of Affordable Housing within the Paradise Park Subdivision of the Town of Crested Butte, CO. TBK Bank recognizes the need for Crested Butte's community residents to have a path for the successful attainment of long-term safe and energy efficient housing and we believe that Bywater, LLC is capable of delivering a solution for that need.

Based on the Bank's review of the Request for Qualifications issued: June 7, 2018 by the Town of Crested Butte, CO, the financial capacity of Bywater, LLC and that of Mr. and Mrs. Wisian the Bank has a high level of interest in financing the project. This letter of interest is not to be construed as a commitment letter on behalf of the Bank to finance the project, because at this time there is not sufficient information to formally underwrite and make a loan decision that could result in a commitment. However, Mr. and Mrs. Wisian have the financial strength, experience and disposition to take on and complete such a project in cooperation with the Town of Crested Butte with support of the Bank.

If one should have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Dustin W. Nichols". The signature is written in a cursive style and is positioned above a horizontal line.

**Dustin W. Nichols**  
Sr. Relationship Manager, Market Manager  
TBK Bank, SSB – Western Division



725 Hwy. 24 N. | P.O. Box 1620 | Buena Vista, CO 81211  
719-395-8648 (ext. 3453) | 719-395-8640 (fax) | [www.tbkbank.com](http://www.tbkbank.com)



TBK Bank, SSB



**FIRST NATIONAL BANK**  
**AND TRUST COMPANY OF ARDMORE**

Ardmore • Lone Grove • Marietta • Ringling • Sulphur • Velma

July 16, 2018

The Town of Crested Butte

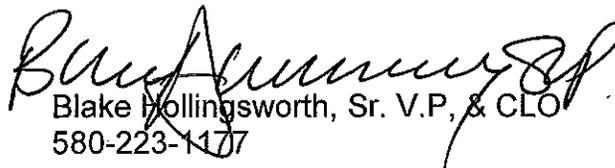
To Whom It May Concern:

This letter is to introduce you to Joel & Amy Wisian, BYWATER LLC, who are very established customers of First National Bank & Trust Co., of Ardmore and has been for many years.

Joel & Amy have been very involved with the community in construction and development, completing several residential sub-division areas as well as commercial projects. He has been a great asset to the Ardmore and surrounding areas.

With our bank, his borrowing experience has been in excess of \$5,000,000.00. He has always taken care of business in a very professional way. Joel & Amy are capable of handling the project you have advertised.

Sincerely,



Blake Hollingsworth, Sr. V.P., & CLO  
580-223-1177



**PO Box 599, Gunnison, CO 81230 :: ph. 970.641.4740 :: cell. 970-389-7576 :: jody@jreeserarchitect.com**

Our design team for this project is proposed as the following: The lead firm and primary point of contact will be Jody Reeser of JRA; support architectural services will come from both the JRA team and Freestyle Architects (FA); structural engineering services will be provided by Colorado Structural. We offer this team of respected professionals with many years of collaborations and proven reliability and excellence. This team consists of 3 licensed architects and 2 licensed engineers, all registered in Colorado. JRA is located in Gunnison, Freestyle Architects and Colorado Structural is located in Crested Butte. These in-valley locations of our design team offers easy availability to respond to the project's needs. Our availability of additional mechanical and electrical engineering resources can be included if such resources are found to be needed on the project.

JRA has been working closely with the Town of Crested Butte staff and BOZAR since 2016 on the expansion and development of Clark's Market, for which JRA is the architect of record. Along with small past projects within the Town, JRA has developed a good level of knowledge and experience in the Town's building process. FA has guided a number of residential projects as well as the current Oh Be Joyful Church Remodel through the Town of Crested Butte's BOZAR review and on through permitting and construction. On a personal level, the founders of both firms as well as our structural engineer have lived in the area for over a decade and in calling this valley home are very familiar with the dynamics of Crested Butte.

In the following pages, please find information on each of the key members of the team, example projects to demonstrate our capabilities, and a proposal outline of the scope of work and fees for this project. Thank you for this opportunity to be part of a project we feel benefits our community and allows us to work with leaders in the efforts to balance the affordable housing market.



## Firm Profile

Founded by Jim and Karen Barney in 2008, Freestyle Architects is a full service architecture firm that brings together a passion for enduring beauty with the practical application of sustainable building practices. LEED (Leadership in Energy and Environmental Design) Professionals, Accredited by the US Green Building Council, we are dedicated to the use of green materials and methods, to ensure that buildings designed by us will enhance our clients' long-term physical health and spiritual well-being. Our goal is to improve lives and communities through excellence in design.

We offer a broad range of experience in the design of residential, civic, commercial, historic and health care projects, in the Gunnison Valley and beyond. Regardless of the size and scope of your project, we are able to guide you through the often complex and always collaborative process of designing and constructing, or remodeling, a building.

Over many years of working together, Jim and Karen's roles have evolved to reflect each of their strengths. In the initial stages of design, surveys, code studies and local covenants are gathered and consulted. The building site is a critical factor, as views, solar opportunities and wind factors will coalesce to determine the building's form and orientation. As the design progresses, we design in tandem, adhering closely to the client's programmatic requirements and budget goals. Detail is added one layer at a time in a formal process of critique and review from all parties involved. As the final design is determined, construction documents are completed. Freestyle Architects then work directly with governing bodies to obtain the necessary permits and approvals. To ensure that building is in accordance with the design intent of the documents, Freestyle Architects is then available to perform construction administration duties.

Located in Crested Butte, Colorado, at an elevation of 8,865 feet, our mountain environment offers unique design challenges and rewards. With an average of 217 inches of snowfall per year and an average annual temperature of 33 degrees, buildings must be carefully designed for cold climates, taking into consideration rooflines for effective snow shed, snow storage, solar and wind orientations, high levels of insulation and condensation/moisture issues.

Freestyle Architects is committed to the design of sustainable buildings. Whether a client decides to pursue official accreditation by a green building entity or not, green building principles are employed to the greatest extent that the budget and client will allow. To ensure energy savings and clean indoor air, a matrix of sustainable strategies can be leveraged to suit the budget; site orientation, water conservation, passive solar strategies, renewable energy sources, highly efficient mechanical systems, fixtures and appliances rated for energy efficiency, finishes selected to meet the highest levels of indoor air quality, and materials with recycled content. Beyond the building itself, consideration must be given to sensitive lands (wetlands, habitat availability), access to public transportation, and encouragement of pedestrian and bicycle traffic.

Freestyle Architects uses the industry standard architecture software products, giving us the ability to produce building information models and the resulting perspective renderings. Three dimensional models are useful for clients to visualize their project. They also aid in communications with consultants and contractors. Hand drawings may be used to bring the project to life with color and texture.

Freestyle Architects has a familiarity with local design review boards and processes as well as local and county code requirements. We have worked with the Board of Zoning and Architectural Review (BOZAR) and on other neighborhood review boards. We pride ourselves on the ability to shepherd creative and complex designs through various governmental authorities.

Freestyle Architects is fully insured and has no past or pending litigation.

## **Jim Barney, Architect**    *24 Years of Experience Designing and Building Structures.*

319 Elk Ave, Unit E  
 Crested Butte, CO 81224  
 970.596.8126  
 jim@freestylearchitects.com  
 www.freestylearchitects.com

### **EMPLOYMENT**

#### **Freestyle Architects, P.C.** Crested Butte, CO 2008-Present

Principal. A full service architecture firm with a focus on energy efficient residential, commercial and remodel projects in the Gunnison Valley. Schematic Design, Presentation Drawings, Design Development, Construction Documents, Construction Management, Construction Administration, Code Research, Permit Submittals, Community Design Review.

#### **Andrews and Anderson Architects** Golden, CO 2005-2007

Intern Architect/General Contractor/Construction Manager. Construction Manager to build "The Treehouse", a certified LEED Gold architectural studio. Planned, implemented and documented the LEED process. Performed general contractor duties.

#### **Fentress Architects** Denver, CO 2002-2005

Intern Architect. Project team member on aviation, civic, multi-family housing and residential projects. Design assistant for Raleigh Durham International Airport. Participated in design competitions for the Boston Museum of Science and the Alaskan State House. Design and construction manager for the Curt and Barbara Fentress House remodel project.

#### **Harry Teague Architects** Aspen, CO July–Aug, 2002

Intern Architect, Constructed wood model of proposed Center for the Arts, Jackson, Wyoming to be used for fund-raising purposes.

#### **Beckwith Builders, LLC.** Crested Butte, CO 1993-2003

President. Primary designer, co-general contractor, and co-builder of residential and commercial projects. Participated in local design review committees. Supervised and coordinated all aspects of building projects.

### **CREDENTIALS**

Bachelor of Arts, Business Administration, Fort Lewis College, Durango, CO, 1991.

Master Program, Environmental Policy and Management, University of Denver, 1992

Master of Architecture, University of Colorado at Denver. May 2002.  
 LEED NC AP, 2008

## Karen Barney, Architect

*Sustainable, Beautiful Architecture*

319 Elk Ave., Unit E  
Crested Butte, CO 81224  
970.596.9586  
karen@freestylearchitects.com  
www.freestylearchitects.com

### EMPLOYMENT

#### **Freestyle Architects, P.C.** Crested Butte, CO 2008-Present

Principal. A full service architecture firm with a focus on energy efficient residential, commercial and remodel projects in the Gunnison Valley. Performs site analysis. Prepares all phases of design drawings and documents in Autodesk Revit building information model software. Engages in close communication with client to achieve design and budget goals. Coordinates with design review boards and pertinent local jurisdiction. All aspects of project management.

#### **Andrews and Anderson Architects** Golden, CO 2004-2005

Intern Architect. Projects: Montrose Elks Building, Stanley Hotel, Many Glacier Hotel. Produced record drawings for numerous historic preservation projects and non-historic remodels. Prepared all phases of drawings and specifications for such projects. Coordinated construction related activities with clients and consultants. Prepared proposals.

#### **Boulder Associates Architects** Boulder, CO 2002-2004

Intern Architect. Projects: Boulder Community Hospital, Skyline Center for Health. Participated in schematic design and design development of complex medical buildings. Produced full architectural sets of construction drawings. Performed construction administration duties such as response to RFIs, construction meetings, site visits and shop drawings. Coordinated architectural drawings with consultant drawings. Attended progress, design, and construction meetings and communicated with clients and consultants.

#### **Anderson Mason Dale Architects** Denver, CO 2000-2001

Intern Architect. Produced working drawings, prepared drawings for presentation, conducted research and precedence studies, developed firm standard wall types sheet, catalogued product library.

#### **Web Designer/Developer** Booz Allen & Hamilton, Powell Internet Consulting Arlington, VA and San Diego, CA 1995-1998

Worked as contractor to U.S. Navy to create and install corporate intranet. Provided internet interface for various databases to fulfill user needs.

### CREDENTIALS

Bachelor of Arts, International Affairs, James Madison University, Harrisonburg, VA. 1993.

Masters of Architecture, University of Colorado at Denver. May 2001. AIA/AAF Scholarship Recipient.

LEED 2.0 Accredited Professional

## Projects - Town of Crested Butte



818 Whiterock Ave - Single Family Home



730 Maroon Ave - Duplex



17 Beckwith Ave - Duplex



625 Sopris Ave - Single Family Home/Remodel

## Projects - Town of Crested Butte



817 Whiterock Ave. - Single Family Home



907 Elk Ave - Single Family Home



817 Elk Ave - Single Family Home



823 Sopris Ave - Single Family Home



PO Box 599, Gunnison, CO 81230 :: ph. 970.641.4740 :: cell. 970-389-7576 :: jody@jreeserarchitect.com

J Reeser Architect, LLC offers over 20 years of mountain architecture experience and is a fully insured and licensed architect. In 2005, Jody Reeser, AIA NCARB, opened JRA in Dillon, CO to specialize in high alpine custom architecture. In 2007 the office relocated from Dillon to Gunnison. JRA has had the opportunity to create projects of custom resort residential, multi-family, small commercial buildings, historic preservation and adaptive reuse throughout the west. Our extensive experience working with non-profit and other dynamic group structured clients has allowed us to practice the skills to be able to engage with the collective voices to be sure all concerns and desires are heard in order to guide the group towards a conclusive effective design that exceeds expectations and stays on target with the goal.

JRA offers clients all the advantages of a licensed professional such as the in-depth education, continued training, and experience in understanding how to develop your desires into a smartly designed building through tasteful aesthetics combined with the latest in building technology and sustainability, experienced code standards integration, and unique climate responsive details. Each project is taken from conceptual ideas through construction coordination to create a structure with integrity for generations to come. Jody's background spans from small architecture firms to large A&E firms and on commercial, custom residential and historic preservation and rehabilitation projects throughout the western U.S.

#### Architectural Services:

- New Custom Single-Family Luxury Residential Design
- New Multi-Family Residential Design
- Renovation and Addition Residential Design
- New Construction, Renovation/Addition, and Tenant Finish Commercial Projects
- Historic Structure Assessments, Historic Preservation Planning and Design, Historic Rehabilitation Planning and Design
- Construction Administration

#### Jody's Highlighted Achievements:

- Professional Accredited Bachelor of Architecture from the University of Oregon
- State of Colorado Architect's License
- National Council of Architectural Registration Board National Level License Certification.
- Member of the American Institute of Architects
- Appointed Member (Former Chair) of the Gunnison County Historical Preservation Commission.
- Appointed Member of the City of Gunnison Building Board of Appeals
- 2014 member of the Colorado Mesa University Construction Management teaching staff.
- Winner of the 2013 & 2016 AIA West Colorado Citizen Architect Award
- Winner of the 2012 Gunnison Woman Owned Business of the Year Award
- Appointed Member of the Colorado State Historical Society of Colorado's Archaeology and Historic Preservation Committee

# Jody Reeser, AIA, NCARB

P.O. Box 599, Gunnison, CO 81230 :: 970-389-7576 :: jody@jreeserarchitect.com  
 www.jreeserarchitect.com :: www.linkedin.com/pub/jody-reeser-aia/17/165/446/ :: US Citizen

## Architect

Notable success in evaluating distinctive project sites for new and existing buildings for development of sophisticated strategies to successfully execute appropriate and effective treatment plans.

## Professional Achievements

- Colorado License of Architecture, since 2005
- National Council Architectural Registration Board (NCARB) Certification (allows for reciprocity in any state)
- Appointed Member (Former Chair) of the Gunnison County Historical Preservation Commission, since 2010
- Appointed Member of the City of Gunnison Building Board of Appeals
- 2014 member of the Colorado Mesa University Construction Management teaching staff.
- Winner of the 2013 & 2016 AIA West Colorado Citizen Architect Award
- Winner of the 2012 Gunnison Woman Owned Business of the Year Award
- Appointed Member of the Colorado State Historical Society of Colorado's Archaeology and Historic Preservation Committee

## Professional Experience



### J Reeser Architect LLC

2005-Current Gunnison, CO

*Position:* Owner/Architect

*Firm Description:* Architecture specializing in historic building projects, custom resort residential site and building design, and commercial architecture.

#### Residential and Commercial Projects

- Project site evaluation including environmental influences, jurisdictional regulations, floodplain and drainage locations concluding in construction planning and design.
- Existing and new building planning and design.

#### Historic Building Projects

- County, state, and national historic registry eligibility evaluation and research with nomination submittal preparation.
- Historic structure assessment research, analysis, and reports.
- Historically appropriate construction project planning, document preparation, and administration.
- Historic preservation funding grant application preparation consulting.

#### Key Management Practices

- Ability to successfully work with committee clients, corporate clients, and high-end resort clientele.
- Thorough knowledge of the Secretary of the Interior's Standards for the Treatment of Historic Properties
- Determination of client needs and desires balanced with budget parameters.
- Delivery of documentation within schedule limits.
- Facilitation and coordination of project execution.

### O'Bryan Partnership

2004-2005 Frisco, CO

*Position:* Project Manager

*Firm Description:* 15 person architecture firm, one of largest in Summit County, CO.

*Work Description:* Large scale resort lodge buildings, general commercial projects, custom resort residential buildings.

James K Pool Architects and Associates

2003-2004 Granby, CO

*Position:* Project Manager*Firm Description:* 5 person architecture firm in Grand County, CO.*Work Description:* Custom resort residential and new residential with historic designs & details.Arapahoe Architects

2001-2003 Breckenridge, CO

*Position:* Project Manager*Firm Description:* 4 person architecture firm in Summit County, CO.*Work Description:* Custom resort residential, historic preservation, rehabilitation, and restoration projects, commercial tenant finish design, new commercial construction, and land planning work.Parkhill-Ivins Architects, PC

1999-2001 Denver, CO

*Position:* Job Captain*Firm Description:* 25 person architecture firm in the City of Denver.*Work Description:* Large scale commercial work including multi-family residential conversion of historic buildings in Lower Downtown, business complex development, and new casino buildings.Architectural Associates

1998-1999 Eugene, OR

*Position:* Draftsperson/Architectural Intern*Firm Description:* 4 person architecture firm in the City of Eugene.*Work Description:* Small commercial and residential building design, as well as land planning.US Dept. of Agriculture NRCS

1996-1997 Corvallis, OR

*Position:* Civil Engineering Intern*Work Description:* Surveying, drafting, flood damage repair engineering systems.

## Education

UNIVERSITY OF OREGON:

PROFESSIONAL BACHELOR OF ARCHITECTURE

1994-1999 Eugene, OR



Gunnison Habitat for Humanity Duplex



N. Spruce St. Gunnis

# SMALL HOMES



J Reeser Architect LLC



Thornton Meadows, Gunnison

Jody Reeser AIA, NCARB

office: 970.641.4740

cell: 970.389.7576

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[www.jreeserarchitect.com](http://www.jreeserarchitect.com)



Cabela Creek, Powderhorn



Vulcan St., Gunnison



Silverthorn Two-Generation Residence



Steamboat Duplex #9



J Reeser Architect LLC

# DUAL FAMILY HOMES



Alpenloop Duplex



Steamboat Duplex #11



Steamboat Duplex #5

Jody Reeser AIA, NCARB

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# Commercial



J Reeser Architect LLC



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[www.jreeserarchitect.com](http://www.jreeserarchitect.com)



July 16, 2018

Willa Williford  
Michael Yerman  
Town of Crested Butte  
Crested Butte, Colorado 81211

Dear Willa and Michael:

Fading West is pleased to submit our letter of interest to participate in your Request for Qualifications to develop high quality, affordable housing in Crested Butte. We have reviewed your RFQ in detail and believe our development and construction model would bring great value to your project, your local workforce and the surrounding neighborhoods.

Fading West is a fairly new entity with a unique approach to development and construction. Our proprietary floor plan and construction methods along with innovative land use, allow us to not only create high quality, low price point homes, but give us the capacity to deliver product extremely fast. Our team has many years of experience in all areas of development and a proven track record in similar projects. Fading West has developed the first affordable housing project in Chaffee County, The Farm at Buena Vista, which we believe is the only sub \$200k fee simple home available anywhere in the Rockies.

In the weeks ahead, we look forward to receiving comments from you about our response.

Thank you for giving us the opportunity to participate.

Regards,

A handwritten signature in blue ink that reads "Charlie Chupp". The signature is fluid and cursive.

Charlie Chupp

President

Fading West Development

# Fading West Development

Crested Butte Request for Qualifications

Affordable Housing Blocks 76, 79, 80

2019 Build

## Table of Contents

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**Standard Large Front Porches**



**Farmhouse Themed Townhomes**



**Standard Kitchen with Upgraded Countertops**



**Upgraded Kitchen**



**Franklin Model Upgraded Kitchen**



**Franklin Model Living Room**



288

**Franklin Model with Large Front Porch**



Taylor Large Front Porch



Crane Setting the Townhomes



**All homes are constructed in a controlled  
factory environment**



# Fading West Introduction

The mission of Fading West Development is *“To do good in the world by developing communities of attainable, high quality, architecturally interesting, fee simple homes for the essential workforces of Rocky Mountain towns.”*

Created in 2015 in Buena Vista, Colorado with the goal of finding innovative solutions for solving the workforce housing crisis in rural and resort areas, our team’s combined years of experience in manufacturing, development, home design, and land use work together to create a unique business model. Working closely with modular home builders and local general contractors, Fading West has created eight (8) proprietary, highly value engineered home designs to address different market segments and incomes including first time buyers, family housing and fixed income empty nesters. These home designs include attached townhomes, triplexes, small lot single family homes and large lot single family homes. Each of the designs utilizes modularization and engineering efficiencies to create homes that are high quality, functional and individually distinctive. Our goal is providing the home buyer with a home product that sets a new standard for affordability.

# Fading West Introduction

Fading West community designs are based upon providing opportunities for community residents to connect to the outdoor environment and fellow residents. Our development projects incorporate homes with large front porches, interconnected walkways and community green spaces.

Fading West is a local High Rockies firm located in Buena Vista, Colorado with current projects that include The Farm at Buena Vista, The Neighborhood at Summit, and Two Rivers. Detailed information on these projects are in Section 3.

**Fading West Contact Information:**

Charlie Chupp

President

Fading West Development

Buena Vista, Colorado 81211

(719)966-9844 [charlie@fadingwestllc.com](mailto:charlie@fadingwestllc.com)

# Section 1: Acknowledgements

# Section 1: Acknowledgements

## Roles and Expectations

- Town of Crested Butte is seeking qualified Design Build Developers to assist the Town in developing 26 high quality, deed restricted, affordable housing homes for Crested Butte's full year residents.
- The housing is to be targeted for occupancy/ ownership for local households per the Crested Butte Affordable Housing Guidelines.
- The Developer will be responsible for the full design, entitlements and construction.
  - Architectural Design
  - Site Planning, Site Engineering, Landscape Architecture
  - Entitlement Approvals, Specifically BOZAR Approval
  - Development Finance
  - Site Work and Infrastructure Construction
  - Home Construction
  - Sales and Marketing

## Roles and Expectations

- The Town seeks a Developer that will work cooperatively with the Town and its residents in developing the affordable housing.
- The Developer will be required to provide Performance Bonds and Payment and Labor Bond for 125%, excluding developers fee, as well as any guarantees required to secure construction finance.
- The Town thru The Gunnison Valley Regional Housing Authority will be responsible for homebuyer outreach, education and conducting income eligibility, lottery process, and sales per the Town of Crested Butte Affordable Housing Guidelines.

# Section 1: Acknowledgements

## Development Property Conditions

- The development is for 22-26 affordable housing units to be in the Paradise Park Subdivision.
- Specifically Blocks 76 and 3 triplex lots located in blocks 79 and 80.
- The property is zoned R2A.
- The utilities are complete for the tri-plex lots and utilities extensions will be required for Block 76.
- Block 76 is under consideration to replat to obtain more density.

## Development Finance Conditions

- Town owns property debt free and will consider use of property as collateral for construction loan.
- The Town may consider purchasing one or more of the units.
- The Gunnison Valley Regional Housing Authority collects a 2% sales commission for their work efforts related to education and sales.

## Development Market Conditions

- A diversity of housing types is desired to include duplexes, triples and townhomes.
- Eligible household incomes for buyers may range from 80% to 200% AMI.
- The following General Ranges are anticipated:
  - 1 Bedroom: \$170,000 - \$220,000
  - 2 Bedroom: \$225,000 - \$300,000
  - 3 Bedroom: \$320,000 - \$430,000

# Section 1: Acknowledgements

## **Fading West's Unique Delivery Process**

The Fading West solution to address affordability is based upon controlling labor and material costs. Using an “*off-site stick built*” option, Fading West works with traditional factory home builders to develop unique and highly value engineered proprietary home models.

These homes are modular in design but are built to upgraded 2015 IRC standards, which allows them to be appraised and financed the same as a traditional, stick built home.

See our construction details at [thefarmatbv.com/plans/features/standard](http://thefarmatbv.com/plans/features/standard). Our homes feature 2'x 6' exterior wall construction, R21/R50 insulation, all Whirlpool appliances and are move in ready. After production the homes are delivered to the site for setting, finish and final inspections. Time from initial order to Certificate of Occupancy is typically 9 months.

Fading West currently has eight home models that have been designed and constructed with an additional six unit types in planning, including Auxiliary Dwelling Units. The current units' details are on the following pages.

# The Taylor



The Taylor Townhome is a 900 SF unit with 2 bedrooms and 1.5 bathrooms. 15' x 100' interior lot.

Price includes home, lot, upgraded 9' first floor ceiling, insulation and features, floor coverings, all kitchen appliances, stackable washer & dryer, fiber optic connections, large front porch, 8'x12' locking storage shed and fenced backyard.



[www.TheFarmatBV.com](http://www.TheFarmatBV.com)

719-966-7750

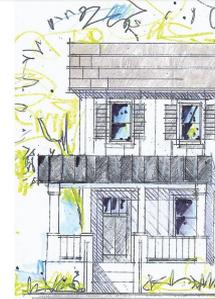
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3/10/18

# The Glenn

297



The Glenn Townhome is a 1,148 SF unit with 3 bedrooms and 2 bathrooms. 25' x 100' corner lot.

Price includes home, lot, upgraded 9' first floor ceiling, insulation and features, floor coverings, all kitchen appliances, stackable washer & dryer, fiber optic connections, large front porch, 8'x12' locking storage shed and fenced backyard.



[www.TheFarmatBV.com](http://www.TheFarmatBV.com)

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3/10/18

# The Franklin



The Franklin is a 1,390 SF unit with 3 bedrooms and 2 bathrooms. The Franklin can be configured with the master, kitchen and laundry all on the main floor. 25' x 100' lot.

Price includes home, lot, upgraded 9' first floor ceiling and insulation, floor coverings, all kitchen appliances, washer & dryer hookups (washer & dryer not included), fiber optic connections, large front porch, an 8'x12' locking storage shed and fenced backyard..



[www.TheFarmatBV.com](http://www.TheFarmatBV.com)

719-966-7750



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# The Loft

298



The Loft is a 1,475 SF unit with 3 bedrooms and 2.5 bathrooms. 25' x 100' lot.

Price includes home, lot, upgraded 9' first floor ceiling and insulation, floor coverings, all kitchen appliances, washer & dryer hookups (washer & dryer not included), fiber optic connections, large front porch, an 8'x12' locking storage unit and fenced backyard.



[www.TheFarmatBV.com](http://www.TheFarmatBV.com)

719-966-7750



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3.10.18

# Section 2: Professional Qualifications

# Section 2: Professional Qualifications

## **Charlie Chupp, President, Buena Vista, Colorado**

Charlie spent the majority of his career in manufacturing with Load King Manufacturing (loadking.com), the largest turnkey food service store provider in the US. In his 12 years as CEO, Charlie implemented Toyota's Production System, or what is commonly referred to as Lean in the US, to create value for clients while eliminating every form of waste in the delivery process. After 20 years with Load King, Charlie relocated his family to Buena Vista and changed careers to work with Young Life and its Family Lodge at Trail West. After helping the Lodge back to profitability, Charlie discovered the housing crisis and began looking at possible solutions. Fading West is designed to create value while eliminating costs and waste inherent in the traditional development and construction method.

## Fading West Projects:

- *The Farm at Buena Vista* - 90 homes on 10.5 acres (total of 214 units on 21 acres) roughly \$25M. Raw land development and infrastructure started summer 2017. Projected total build-out date of first 90 units is late 2019/early 2020. Project is personal and private equity funded.
- *Two Rivers, Salida, CO* - 8 townhomes in partnership with Chaffee Housing Trust and a local developer. Estimated completion date late 2018. Debt financed through High Country Bank.
- *The Neighborhood at the Summit, Buena Vista, CO* - Fading West is the development and construction services provider for Mt. Princeton Investment's 32 one bedroom apartment project off Main Street with a budget of roughly \$5M. Estimated completion date Summer 2019. Owner financed.

# Section 2: Professional Qualifications

## **Brian Burke, Partner, Atlantic Beach, Florida**

Mr. Burke is an award winning land planner, designer and landscape architect with over 33 years of experience. Brian is a strategic thinker who searches to find the best-fitting answers and looks beyond problems to see opportunities. He provides in-depth understanding of design issues in a range of perspectives - buildings, land, environment, community impacts, technical issues, entitlements, politics, and project funding & finance. Planning and design for high intensity/high density environments is a specialty of his with a goal of creating inspirational spaces. Brian's experience includes over 40 large developments ranging from residential, resorts, senior housing to vast commercial projects. Brian has been involved in the Fading West projects listed above. Some of his more interesting projects outside of Fading West are:

### Projects:

- *Nocatee, St Johns County, FL:* As principal planner for Nocatee, Brian created the initial plan for the 20 square mile community with over 16,000 homes, large shopping areas, parks, and roadways. It is currently one of the best-selling communities in the U.S.
- *Reynolds Park Redevelopment, Clay County, Florida* Development partner for 1,750 acre Naval Base conversion to mixed use resort and residential community with over 5,000 units, 1.3M sf. of office space and 2M sf. commercial and hotel use.
- *Palencia, St. Johns County, Florida* Project manager and chief designer of 2,000 unit community. Obtained entitlements, master planned and created detailed landscape architectural designs.

## Section 2: Professional Qualifications

### **John O'Neal, Partner, Crested Butte, Colorado**

John is an experienced leader with a diverse background and skill set. He has extensive management experience with numerous teams over the last 20 years in business and nonprofit settings. He has strong relationship skills and is a skilled team builder. John has helped manage several construction projects both internationally and here in the U.S. The latest project was the complete renovation of the 15,000 square foot music venue, La Zona Rosa, in Austin, Texas.

John has deep Crested Butte roots. His family moved to Crested Butte in 1975 and he grew up in the old Steakhouse on Peanut Lake Road. He attended middle school in the old town hall building and high school in Gunnison.

John and his wife Carrie have one child in the Crested Butte Community School, two studying internationally and one who recently graduated from the University of Colorado in Boulder. He is sensitive to what makes Crested Butte special and cares deeply about this community.

# Section 2: Professional Qualifications

## **Anna Toll, Sales & Marketing, Buena Vista, Colorado**

Anna graduated from the University of North Carolina at Chapel Hill in 2013 before relocating to Buena Vista Colorado. With a degree in Public Relations and a background in social & digital marketing, she is key in market analyzation, PR campaigns and strategic marketing tactics used by Fading West. Since Fading West's founding, she aided in organizational framework and clear communication with customers, contractors and partners alike.

# Section 2: Professional Qualifications

## Key Partners:

### *Contractor - **Great Western Homes**, Salida, Colorado*

Great Western is the regional representative of Champion Homes and BonnaVilla Homes, both modular home builders in Nebraska. Great Western has installed all the homes at The Farm and over 400 homes over the last 7 years around central Colorado. Great Western is a critical partner. Annual revenue over \$20M.

### *Factories - **Champion and BonnaVilla**, Nebraska*

Champion Homes is a national home builder with over 38 factories across the country. BonnaVilla is a part of Chief Industries, the nation's largest metal building fabricator. BonnaVilla is Chief's residential modular home factory.

## Key Partners:

### *Engineering - **DOWL Engineering** - Montrose*

DOWL has been our civil engineering partner from the beginning and has handled all our projects' civil engineering requirements.

### *Web Design - **Gist Create**, Jacksonville, Florida*

The Farm's website is a critical part of our business model (thefarmatbv.com). Gist Create has designed our interactive site plan and option order configurator.

### *Legal - **Lewis Rocca Rothgerber Christie** - Denver*

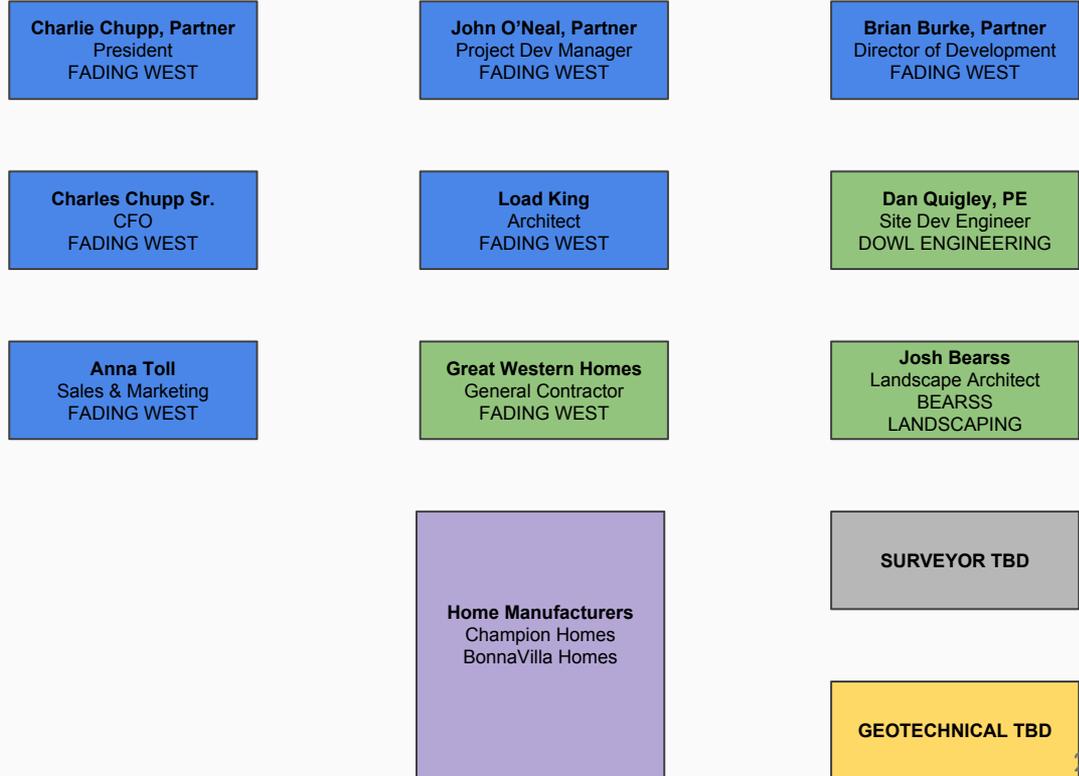
Lewis Rocca's real estate group is a valued member of our team has in intimately involved in all our legal requirements.

# Section 2:

## Organizational Chart

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### Town of Crested Butte



# Section 3: Project Experience

# Section 3: Project Experience

## **The Farm at Buena Vista ([thefarmatbv.com](http://thefarmatbv.com))**

The Farm is a 214 unit master planned community. The unique pocket community plan provides for a large, interconnected green space with the majority of homes fronted on the green space. It utilizes the strategic series of one-way roads to provide for the rear accessed units. The 10.5-acre 90 unit Phase One infrastructure and plat are complete and saw its first resident moving in May 2018. The Farm is built for sale fee simple, with no short-term rentals under 3 months allowed. Home options include attached town homes, small lot (25') SFD and large lot (50') SFD. The home design is a contemporary farmhouse theme with epic front porches, large storage sheds and fenced in backyards. Move-in ready homes start at \$199,750 going up to \$415,750. House sales began in January of 2018 and currently The Farm has 16 units on site and 16 more sold and in process - that's 32 houses sold in 7 months. We expect between 40 and 45 homes completed in 2018.

## Section 3:

### Project Experience

### The Farm at Buena Vista Current Site Map



**John Doe - Exhibit A****Franklin Unit**

Lot 1

100 Barnwood Circle

**Order Summary**

Item Description	Quantity	Amount
The Franklin (starting at \$279,750) No carport; Added Fencing and Storage Shed	1	\$279,750.00
Additional Fencing Cost		\$2,500
Standard Appliance Black (\$0)	1	\$0.00
Oxford Oak Cabinets (Whole House) \$0	1	\$0.00
Lazy Susan (\$99)	1	\$99.00
Vinyl Plank (\$0)	1	\$0.00
White 2 Panel Door (\$499)	1	\$499.00
Add Ceiling Fans to All Bedrooms (\$399)	1	\$399.00
Delicate White (\$0)	1	\$0.00
Lighting Package Upgrade (\$699)	1	\$699.00
2" Faux Wood Blinds (\$499)	1	\$499.00
Order Total		\$284,445

## Section 3:

## Project Experience

## The Farm at Buena Vista

## Typical Home Order



# Section 3: Project Experience

## **The Neighborhood at Summit, Buena Vista, Colorado**

Fading West is providing development management services and will develop the second part for this two-part Hotel project. The owner purchased a historic building and its adjacent lot to develop into a boutique hotel with a longer-term stay appendage. Fading West has assisted the owner by providing leadership in evaluating the project's financial feasibility, initial space planning for the hotel, and preliminary meetings with Town Staff. Fading West will be developing the long-term stay portion of the project that will consist of 32 one-bedroom suite hotel rooms with kitchenettes. The site plan provides for dual frontage on the street and interior courtyard.

Expected opening date is summer 2019.

# Section 3: Project Experience

## **Two Rivers Development, Salida Colorado**

Fading West partnered with the Chaffee Housing Trust to build 8 townhomes in Salida, Colorado. These units include a triplex design which could be implemented on block 79 and 80 lots in Crested Butte.

This project is deed restricted to buyers earning less than 80% of the AMI. 4 units will be for sale and 4 unit will be secured as long-term rentals.

# Section 4: Project Approach

# Section 4: Project Approach

## **Collaboration and Input**

Fading West highly values collaboration with key stakeholders in creating affordable housing. These include political and government entities, prospective buyers, neighbors, banks and lenders, building inspectors. We also leverage our general contractors and factories expertise and experience throughout the process. We have excellent relationships in Buena Vista with the building department, town staff, Planning and Zoning, and our Board of Trustees - each of which have played a vital role in creating affordable housing. We would plan to work closely with BOZAR to modify our exterior finishes and material to best suit the look and feel of Crested Butte and the neighborhood.

In order to quickly deliver homes for this initiative, we plan to have a Project Lead Manager onsite daily for both the development process and construction phase. Currently, Fading West is delivering homes from their order to certificate of occupancy in under 9 months. Our capacity for this project is roughly one detached house per week, or five townhomes every two weeks once we are ramped up. Each of our floor plans has been built and installed numerous times, and we have worked out the difficulties with the factory build process and the site work requirements. This has also allowed us to reduce cost/budget variances.

# Section 4: Project Approach

## Development Process

Fading West's Project Process is systematic and analytical for reaching appropriate housing solutions. For all projects, a baseline process is used and then modified to address the specific project's needs and issues. This is a type-token approach that allows for quick determination of project types, similarities, with project token, unique issues. The baseline process is a hybrid of the typical design and construction process and product manufacturing that seeks to identify and address the project issues early on; this allows for an efficient process that reduces cost that then can be passed on to the home buyer. For the Crested Butte Paradise Park Affordable Housing Infill Project, we are proposing to add a "Bracketing Analysis" that will allow for a comparison of density and economic value for the property with the R2A zoning and alternative zoning modification to allow for a maximized density. The following page contains a diagram of the anticipated project sequence and detailed list of project tasks.

# Section 4: Project Approach

## **Public Engagement and Entitlement Process**

Fading West is proactive in obtaining Community input early on. A standard part of our approach is to have a pre-application meeting with the town approval agency, meet with any of the local community groups, historic societies and local residents to engage them in the project dialogue and identify and address issues. Fading West believes that citizen input that enhances the project should be integrated into the planning; in cases where the input is seen as a negative Fading West hopes to use the dialogue to educate.

One example is The Farm required a rezoning process that involved modifying both a portion of the land from R-2 to R-3 and a text amendment to allow for attached units in the R-3 zoning. Additionally, the project required substantial debate on the one-way road system and interconnected green space. The process included a direct dialogue with the adjacent neighborhood, close work with Buena Vista Town Staff and several presentations to Buena Vista Planning Council and Board of Trustee.

# Section 4: Project Approach

## Staffing and On Site Project Management

Mr. Chupp, Mr. Burke and Mr. O'Neal would be directly involved with the Crested Butte project and are seasoned professionals in addressing public needs. Mr. O'Neal is also a local Crested Butte resident and is familiar with the local approval process including BOZAR.

## Development Management

Fading West is headed by experienced management and has, as a company and as individuals, successfully developed and managed numerous projects. In 2016, Fading West implemented **Basecamp**, an online project management software, in order to manage the complicated process and paperwork for development and units sales at The Farm. This system allows for central storage of all files, and direct interface between developer/owners, consultants, sales team, factories and contractors. The software eliminates some of the issues with identifying plan and drawing validity, identifying and rectifying project issues in a timely manner, and controlling management costs.

# Section 4: Project Approach

## Marketing and Sales

Our market research from the Farm indicated strongly that buyers want to own detached single family houses but townhomes are acceptable if the value and quality could be matched. We have recognized that the traditional way of buying homes could be streamlined by adopting a WEB based order process for each lot, home and finish option. Like buying a car, each buyer starts with a base level model and adds different upgrades allowing the potential buyer to evaluate options, total purchase price and then order their home online.

## Site Infrastructure and Density

To deliver affordability, *every dollar counts*. Site development, land and infrastructure costs can destroy the ability to deliver affordability. The simplest way to mitigate and absorb these costs is geography selection and increased density. Affordable project needs to be located nearest existing infrastructure to allow the greatest density possible for fee simple ownership to occur and be of a scale that can be readily absorbed. The small “railroad” town lot is an opportunity to provide for density and provide fee simple ownership.

# Section 4: Project Approach

## **Deed Restrictions**

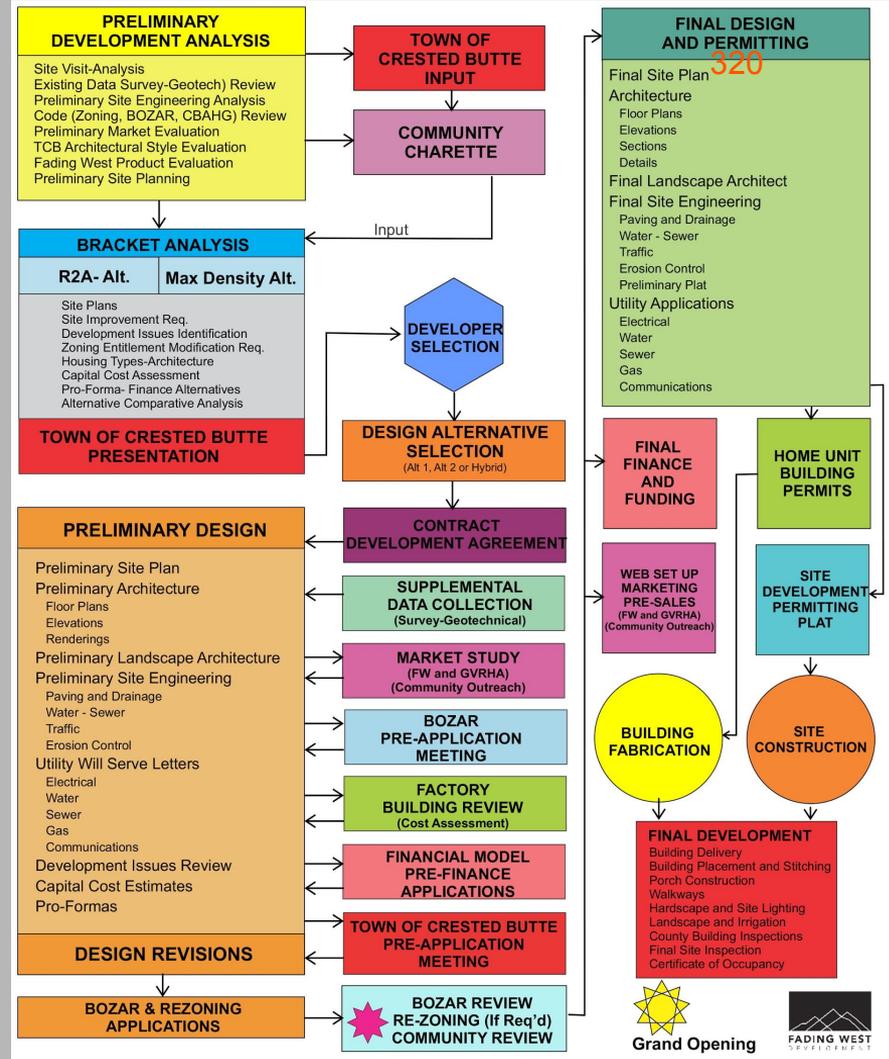
We believe it is a combination of labor shortages, material delivery expense, inventory, and the short-term rental market, combined with geographic desirability, that creates the affordability paradox. Our thoughts are that if the construction cost, inventory supply and short-term market are addressed then a more natural long-term housing solution will be created.

The Farm at Buena Vista is not a deed restricted or government subsidized project. We chose to limit the potential investor buyer by requiring 3 month or longer rental periods. This essentially eliminates VRBO type rentals and creates either home ownership or long-term rental units, both of which are desperately needed in Chaffee County.

While The Farm at Buena Vista is not deed restricted, as a company, we see the need for deed restriction in certain markets.

# CRESTED BUTTE PARADISE PARK AFFORDABLE HOUSING RFQ

## Project Approach Diagram



# Section 5: References

# Section 5: References

Fading West has enjoyed working with numerous stakeholders throughout Chaffee County, including local banks, town staff, investors, business leaders and most importantly our home buyers.



July 16, 2018

Dear Sir/Madam,

I am writing this letter to enthusiastically recommend Fading West Development to you. During the past three years we have been working closely with Fading West on several different affordable housing projects both in Buena Vista with The Farm, and Salida with Two Rivers. Fading West has passionately engaged a broad group of local stakeholders to accomplish the goal of providing excellent housing, as well as a real community, for the workforce in our area. We can say that their unique approach to development, construction, sales and marketing has allowed an underserved segment of the market to attain home ownership in an area with sky rocketing real estate trends.

Fading West has "cracked the code" regarding efficient, quick, high quality home production as well as how to implement fair market guides (requiring 3 month or longer rentals at the Farm) to keep prices down but also allow buyers to achieve home equity as the real estate markets continues to rise.

It is our strong suggestion that you consider Fading West Development for your affordable housing project in Crested Butte.

Sincerely,

Jeff Post  
Chair  
Chaffee County Economic Development Corporation



**TOWN OF BUENA VISTA**  
P.O. Box 2002  
Buena Vista, CO 81211  
Phone: (719) 395-8643  
Fax: (719) 395-8644

July 16, 2018

Dear Sir/Madam,

My entire staff and I would like to recommend that you consider Fading West for you upcoming affordable housing project. We began working together with Fading West several years ago on how our community could create housing for our local teachers, police officers, service personnel and others in the "workforce" economic segment. The real estate market in our area has risen so quickly over the last few years that we were unable to attract and maintain this group who is so essential to our community.

Fading West has worked to create a common focus with a number of different entities – from Planning and Zoning, to our Historic Preservation Society, to our Board of Trustees. They have always been collaborative and listened to multiple perspectives and agendas. At the same time, they have implemented their model extraordinarily quickly.

With the creation of The Farm at Buena Vista, we are seeing a change in our community. Individuals and families who previously would not have been able to establish roots in our town now have the chance to be a part of our community and enjoy the upside of home ownership.

We highly recommend that you engage Fading West in your project. I believe you will be as pleased as we have been.

Sincerely,

Phillip Puckett  
Town Administrator  
Town of Buena Vista



BUILDING FUTURES  
TOGETHER

www.highcountrybank.net

July 16, 2018

RE: Fading West Development and Subsidiaries

To Whom It May Concern:

At the request of our customer, Fading West Development, please be advised of the following information. Fading West has several accounts at High Country Bank, all of which are owned in full by Mr. Charles Chupp. They are Fading West Development, Fading West Partners and Wayfarer Development. The earliest account was opened December 22, 2015. The year-to-date average collected balance for the three accounts is \$511,754.00.

Fading West has maintained a satisfactory relationship with High Country Bank since account relationship began. We have worked closely with Fading West as they have developed The Farm. They have helped many of their buyers secure financing and attain home ownership in a local real estate market that has out priced many of our local workforce over the last several years. We hold this account in high regard.

If I can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

Scott Erchul  
Branch President  
Buena Vista Branch  
719-395-1004  
scott.erschul@highcountrybank.net

www.highcountrybank.net

Home Office  
7360 W. Hwy 50  
Salida, CO 81201  
(719) 539-2516

Salida Branch  
130 West 2<sup>nd</sup> Street  
Salida, CO 81201  
(719) 539-2516

Buena Vista Branch  
516 Hwy 24 North  
Buena Vista, CO 81211  
(719) 395-2113

Canon City Branch  
150 N. Reynolds Avenue  
Canon City, CO 81212  
(719) 276-2007

July 16, 2018  
Dear Crested Butte,

It is a pleasure to write a reference letter for Fading West, Charlie Chupp and Brian Burke. Their work on my project in Buena Vista has been creative, results focused and most important to me, has captured the look and feel of Main Street and its history. The Fading West team, from their financial group to their civil engineers, surveyors, builders and subcontractors, all have been professional, knowledgeable and thorough.

With a project that has at times felt overwhelming, Charlie and Brian have helped me manage so many different local groups and agendas around town. They've worked great with town staff regarding code and development issues, they have created detailed financial models for my lenders and investors, and they've listened to the local historic society to create a project that captures the spirit of Buena Vista. All of this while also getting the project done many times quicker than I could have with traditional construction. Most of the builders in this area have at least a year lead time.

I would tell you that my experience with Fading West has been great. They are knowledgeable, fun, creative and get things done. Please don't hesitate to call if you'd like more information.  
All the best,

Sharon Young  
Mt. Princeton Investments  
Buena Vista, Colorado 81211

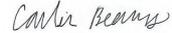
To Whom It May Concern,

My husband and I are grateful for the buying opportunity The Farm has brought to our town of Buena Vista. We appreciate Fading West Development's commitment to bring housing at an affordable cost.

We are lucky enough to be able to purchase a home in The Farm that we will be renting out to our employees. This is huge for us as a local employer, knowing that we can secure housing for our workforce.

We love the community aspects of the neighborhood. We can already begin to envision what it will look like 5 years from now. We also appreciate the common theming throughout the design, and know that our investment by buying a house in The Farm will pay off.

Thank you for your time,



Cailin Bearss

Home Buyer in The Farm at Buena Vista

# Section 6: Financial Capacity

# Section 6: Financial Capacity

**Fading West has the capability to finance and develop this project in a single phase.** The success at the “The Farm” with development costs in excess of \$3 million dollars, demonstrates our financial strength and development skills. To finance Crested Butte, Fading West would consider both debt and equity financing depending on the financial pro forma developed as we gain understanding of the anticipated absorption rates and on site cost estimates. A large part of our cost structure is fixed as our factory home pricing is set and is independent of local construction costs. Financing may include bank financing, recapitalization of existing funds or use of Fading West equity group funding. Fading West works with six difference equity groups out of Florida, Colorado and California, each of which has bought into our mission of affordable housing and has expressed interest in financing additional projects. We will not have a problem providing guarantees and secure bonding and do not anticipate any construction funding hurdles.

## Financial Resources:

1. Fading West Development - 2018 projected revenue \$9M+
2. Credit References - High Country Bank, Buena Vista, Colorado
3. Annual Report and Financial Statements - Available upon request

# Section 6: Financial Capacity

## Equity Partner Groups

1. Chupp Family Foundation - Jacksonville, Florida
2. Harper Family Foundation - Jacksonville, Florida
3. Higher Holdings, LLC - Jacksonville, Florida
4. Ketterer Investments - Los Angeles, California
5. Burke Design - Jacksonville, Florida
6. Mt. Princeton Investments - Buena Vista, Colorado

Contact information available upon request.

# Fading West Development

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*"To do good in the world by developing communities of attainable, high quality, architecturally interesting, fee simple homes for the essential workforces of Rocky Mountain towns."*



## 1. INTEREST —

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July 16, 2018

Ms. Willa Williford  
Mr. Michael Yerman  
Town of Crested Butte

RE: Response to RFQ-Blocks 76, 79, 80 – 2019 Build

Dear Ms. Williford and Mr. Yerman,

Our Team is very excited to present our response to your Request for Qualifications for the development of affordable, deed-restricted homes as part of the Town's Five-Year Affordable Housing Plan. We believe that all members of this team have the qualifications, experience, and desire to complete this project successfully. All members have expressed a passion for developing for sale and for rent affordable housing throughout their careers as demonstrated by the work that they have each accomplished in designing and building various types of affordable housing in numerous locations.

Members of the team live, work, own property and play in Crested Butte and feel that affordable workforce housing is essential to the long-term viability of the Town and that the income-qualified buyers/owners will contribute positively to the fabric of the community.

We believe that this team can create homes that will be well-designed and desirable to these buyers while keeping the project budget within necessary constraints. We would appreciate the opportunity to work on this meaningful project.

Thank you for your consideration.

Sincerely,

Lynn Crist  
The Morrison Group

William Laird & David Gross  
Laird & Gross Builders

Kathy Parker  
Studio PBA

## 2. EXPERIENCE AND PROFESSIONAL QUALIFICATIONS —

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We have assembled a highly-qualified team that consists of The Morrison Group, Laird & Gross Builders, and Studio PBA. The Morrison Group and Studio PBA have collaborated in the past and each individually and together has a track record of excellence in creating vibrant and engaging market rate and affordable buildings and communities. Laird & Gross is a general contractor based in Crested Butte with a history of building high-quality, award-winning projects.

The key Development Team members for the project will be as follows:

Owner:	Morrison Laird Gross Real Estate LLC	Contact:	Lynn Crist
Lead Co-Developer:	The Morrison Group, Inc.	Contact:	Lynn Crist
Co-Developer:	Laird & Gross Builders	Contact:	David Gross
Architect/Eng/Plan:	Studio PBA	Contact:	Kathy Parker
Landscape Arch/Consult.:	Norris Design	Contact:	Wendi Birchler
Contractor:	Laird & Gross Builders	Contact:	William Laird
Construction Lender:	FirstBank, or TBD	Contact:	TBD

### CO-DEVELOPERS: THE MORRISON GROUP AND LAIRD & GROSS BUILDERS

The Morrison Group, Inc. (“TMG”) and Laird & Gross Builders (“L&G”) will form a joint venture to serve the Town of Crested Butte in the construction of an affordable residential development for workforce housing on the sites identified in the RFQ. Over the past few years, the two firms have worked on other residential market rate and affordable housing projects in the Rocky Mountain Region, many of which involve tax credit financing and relationships with public and governmental entities, a particular skill set of The Morrison Group, and have long-term successful relationships with municipalities including the Town of Crested Butte, which is a particular skill set of Laird & Gross Builders. Realizing the synergy between the two companies TMG and L&G will formalize their partnership, creating Morrison Laird Gross Real Estate LLC (“MLGRE”).

### THE MORRISON GROUP

THE MORRISON GROUP, INC. was founded in 2004 by Lynn Crist to continue the development activities she had been performing with Mile High Development on commercial projects in the Denver area since the late 1990’s. Lynn is the President and sole owner of TMG. She keeps staffing to a minimum and typically works on one project at a time. This provides her the ability to focus, control and stay informed on all aspects of a project. Lynn has the expertise to provide development, entitlement, financing, and construction activities in public and private environments. She is particularly adept at managing projects with multiple municipal and federal financing components along with community outreach processes.

Between 2004 and 2011 through her company TMG, Lynn participated as a consultant, project manager, co-developer and/or partner in development projects that include:

- Consultant on The Wellington E. Webb Municipal Office Building, a \$132 million, 700,000 square foot office complex that houses the City and County of Denver, CO;
- Consultant in the co-development with the City and County of Denver including The Cultural Center Garage, an \$18 million, 980 space parking structure;
- Project manager in a 55-unit \$45 million condominium development named Museum Residence designed by Daniel Libeskind, wrapping the west and south sides of the Cultural Center Garage;
- Co-Fee Developer of the Apartments at Yale Station, a 50-unit senior affordable TOD development. This project was financed with Low Income Housing Tax Credits and other grant funding sources, required re-zoning and extensive city and neighborhood outreach;
- Co-Developer/Partner in the planning, re-zoning, entitlement and LIHTC funding work for a multi-family housing site at The University of Denver Light Rail Station – an affordable rental housing project was subsequently completed on the site by a local development team.

Most recently in 2017 and 2018, TMG independently entitled, financed and engaged the design and construction of a multi-family development with 13 income-restricted for-sale townhouse units at 24<sup>th</sup> and Stout in the urban core of Denver. Construction began May 1, 2017 and was completed in 9 months with certificates of occupancy (C/O) being issued on February 5, 2018. The project is a 3-story two building development consisting of 3-bedroom units with 2 or 2 & ½ baths and a garage or carport. All units were sold to buyers with incomes ranging from 80%-120% of the area median income and 12 closed within three weeks of C/O. Sale prices ranged from \$240,048 to \$474,500. The land was purchased from the Denver Housing Authority and the project received support and approval from the City of Denver Office of Economic Development, which contributed funding from their Inclusionary Housing Fund and other City sources.

TMG is known for providing comprehensive development services from initial planning, through design, construction, and leasing or sell out.

#### **LAIRD & GROSS BUILDERS**

LAIRD & GROSS BUILDERS was founded by William (Billy) Laird and David Gross to provide general contractor services on new construction projects, historic remodels and renovations. Laird and Gross Builders provides award-winning general contractor and construction experience to their projects. They are an experienced, honest, trustworthy and affordable home builder in Crested Butte. Among their strengths, they include a good working relationship with Fire department and building department. In addition, neither Laird & Gross nor David has had an insurance liability claim or mechanics lien in over 23 years. Laird & Gross has long-standing relationships with numerous subcontractors and will perform a bidding process to determine which subs can provide the best price, timing and quality. Some of the largest subcontractors include framing, excavation, concrete,

roofing, insulation, drywall, plumbing, HVAC, and electrical. A list of subcontractors for each trade will be provided upon request.

David is acknowledged as a premier builder in Colorado and Texas. With a reputation for quality, commitment and collaboration, he brings innovative construction and quality craftsmanship to Laird & Gross projects. Prior to moving to Crested Butte in 2006 to pursue construction and development opportunities, David had 12 years of multi-family experience in Philadelphia PA working with the Redevelopment Authority and Historical Commission on major renovation projects. David completed over 20 affordable housing projects ranging from duplexes to a 22-unit buildings comprising a total of 112 units.

David's background pairs his expertise and outstanding vision that encompasses every project with a fresh and original approach. His work has won numerous BOZAR awards and local accolades.

Billy contributes over fifteen years of building and management experience as well as an impeccable and trusted reputation throughout the Gunnison Valley.

Projects completed by Laird and Gross in Crested Butte from 2012-2018 are:

- Club at Crested Butte Slope Side
- Crested Mountain Condos 14-unit exterior fixed bid project
- Buttes Condominiums 22-unit exterior fixed bid project
- Sun Castle duplex fixed bid project
- Secret Stash 11,000 square foot renovation
- Multiple homes and renovations over 30 projects in the last 5 years locally

(See attached photos and references for Laird & Gross and David Gross Fine Homes)

(See attached project list for David Gross Fine Homes)

## **STUDIO PBA**

STUDIO PBA was established in 1977 by founder Paul Bergner. PBA specializes in design of multi-family housing and has designed tens of thousands of multi-family dwelling units across the country in 13 states. Studio PBA enjoys a national reputation for excellence in designing successful multi-family communities. Their experience includes work-force housing developments, adaptive re-use projects, high-density urban infill projects, transit oriented developments (TODs), high rise mixed use developments, high-density affordable, and low rise suburban and mountain projects. They have detailed many construction types including wood-frame Type V and Type III construction, concrete frame and post-tensioned concrete slab, and steel frame. They have a proven ability to create solutions that demonstrate and document compliance with all applicable building and zoning codes, fire and life safety codes, and all local, state and national accessibility codes while at the same time producing exciting unit designs that recognize and celebrate the way people want to live and interrelate in their homes.

Studio PBA has an experienced staff of nearly 40 architects and designers who bring a vast array of skill and knowledge to their projects. They provide design solutions that fit well within their environment, hold great appeal to the end user, and are logical and cost-effective for their clients. Their long standing relationships with their consultants results in meaningful collaborations, and efficient and harmonious results. Studio PBA's work includes residential projects in mountain communities including: Breckenridge, Glenwood Springs and Frisco. (See attached project data for five properties and references)

Kathy Parker who is a Principal with Studio PBA will be the lead architect on this project. She is a strong team leader with a diverse architectural background. She has extensive experience in multifamily housing and mixed use development, including new construction, renovation and remediation design. She has a particular interest in affordable housing and has worked with some of the top affordable developers in the region throughout her career. She is also a former resident and current property owner in the Town of Crested Butte.

Kathy Parker and Lynn Crist collaborated on the design and development of the 13-unit affordable rowhome development at 24<sup>th</sup> & Stout in Denver, CO. The project was completed in February 2018. As stated in the June 2018 Colorado Real Estate Journal's Building Dialogue publication, "The finished project is being celebrated as a gem that has filled in a long-time derelict vacant lot. Bringing 13 new homeowners to this location infuses new energy and life on a prominent corner, boosts the feeling of security and sets the tone for the future of the area. Timeless mass and scale in combination with contemporary detailing of materials will ensure that the design of the rowhomes enhances its environment and Denver for generations to come." (See attached article)

### 3. PROJECT APPROACH —

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Each member of the team has extensive background in working with public engagement, obtaining necessary design, zoning and permit approvals, and managing project's development, financing, construction and budgets. The Morrison Group approaches all municipal approvals and neighborhood processes with a collaborative approach giving credence to each party's position and goals. Through this approach, TMG has been successful with rezoning requests, land vacations, historic district approvals, neighborhood support, City Council support, and planning department approvals. The team will bring this approach to their engagement with all departments and officials in the Town of Crested Butte.

The team will proactively perform outreach to the neighborhood throughout the design process and present plans in a timely manner that allows for comment and input such that the project team can respond to the interests of the neighbors and where appropriate, revise the project.

The team will work closely with the Gunnison Valley Regional Housing Authority and the buyers who sign purchase contracts. Managing buyer's expectations regarding pricing, the homes features, finishes, move-in dates, and the closing process is a key component to completing a successful project. Buyers who feel informed and valued will be much more satisfied with their home purchase which is the ultimate reason we all became involved in this business in the first place: Helping lower-income households find a stable place to live that they are completely satisfied with and proud to call home.

An example of this team's ability to manage the neighborhood and city process can be found in the Stout24 project. The property is in the Curtis Park neighborhood and is overseen by the Curtis Park Neighbors (CPN) Registered Neighborhood Organization (RNO). This RNO is known for its active involvement in any project proposed in their neighborhood. Recognizing that these neighbors had much to contribute in the process of designing and developing the Stout24 project, we listened. The result was a project that was far superior to the initial concept that was discussed at the first neighborhood meeting. The CPN participants all give the finished project and the team's approach rave reviews. In addition, the project is in an historic neighborhood and required Landmark and Planning Department approval. Both were successfully achieved without delay. Collaboration can be extremely beneficial if all parties come to the table with the goal of creating a successful project in mind. That was the experience on the Stout24 project.

The team of PBA and Morrison was very successful in creating a timeless, beautiful, functional, energy-efficient product while keeping the project on budget and on time. The skills of this team will translate to the creation of a development that is designed to fit in with the surrounding neighborhood and community and meet the needs of the residents financially, socially, environmentally and foster a connection to the outdoors.

#### 4. FINANCIAL CAPABILITIES AND STRATEGY —

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The developer currently has the financing capacity to fund all pre-development costs, secure all required debt, and pay for any additional private costs as needed throughout the development process. The development will be financed with a construction loan from a commercial bank, equity funds from reliable investors, and a land contribution in amounts sufficient to complete the 22-26 units in one phase. The project and funding could be phased if other factors indicate that phasing the project is the best or necessary approach.

In 2017, a \$3.3 million construction loan for the \$4.7 million Stout24 Rowhomes development was provided by FirstBank. The Morrison Group contributed the required equity and Lynn Crist personally guaranteed the loan. The loan was paid in full within seven months of the first draw and was never drawn to the maximum loan amount.

(See attached FirstBank reference letter)

##### BANKING REFERENCES:

*Construction Lending and Business Banking*  
Jarrod Lassen, President FirstBank Douglas County

Mr. Lassen can be reached at the following:

Email: [Jarrod.Lassen@efirstbank.com](mailto:Jarrod.Lassen@efirstbank.com)

Phone: 303-660-7940

Address: 2 Plum Creek Parkway, Castle Rock, CO 80104

##### *Equity Line of Credit*

Stacey Deuel, Collegiate Peaks Bank

Ms. Deuel can be reached at the following:

Email: [Stacey.deuel@collegiatepeaksbank.com](mailto:Stacey.deuel@collegiatepeaksbank.com)

Phone: 303-481-1331

Address: 885 S. Colorado Blvd., Denver, CO 80246

##### *Personal and Business Banking*

Cindy Peterson, BBVA Compass Bank

Ms. Peterson can be reached at the following:

Email: [cindy.peterson@bbva.com](mailto:cindy.peterson@bbva.com)

Phone: 303-355-3030

Address: 101 Garfield Street, Denver, CO 80206

We would be happy to provide evidence of our financing capacity, as needed, at the appropriate time in this process.

## 5. DEVELOPER CONTACT —

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### PRIMARY CONTACT

The primary contact for the project is as follows:

Lynn Crist  
 The Morrison Group, Inc.  
 735 S. Clayton St.  
 Denver, CO 80209  
 303-887-0630  
[lynnrist@comcast.net](mailto:lynnrist@comcast.net)  
[www.tmg-denver.com](http://www.tmg-denver.com)

### DEVELOPMENT TEAM

Lynn Crist, President  
 The Morrison Group, Inc.  
 735 S. Clayton St.  
 Denver, CO  
  
 303-887-0630  
[lynnrist@comcast.net](mailto:lynnrist@comcast.net)  
[www.tmg-denver.com](http://www.tmg-denver.com)

William Laird  
 Laird & Gross Builders  
 315 Belleview, Suite B1  
 P.O. Box 4075  
 Crested Butte, CO 81224  
 970-209-2763  
[william@lgbuild.com](mailto:william@lgbuild.com)  
[www.lgbuild.com](http://www.lgbuild.com)

David Gross  
 Laird & Gross Builders  
 315 Belleview, Suite B1  
 P.O. Box 4075  
 Crested Butte, CO 81224  
 970-901-1798  
[david@lgbuild.com](mailto:david@lgbuild.com)  
[www.lgbuild.com](http://www.lgbuild.com)

### ARCHITECT/ENGINEERING/PLANNING TEAM/CONSULTING

Kathy Parker, Principal  
 Studio PBA  
 1575 Gilpin St.  
 Denver, CO 80218  
 303-592-2904  
[KParker@studiopba.com](mailto:KParker@studiopba.com)  
[www.studiopba.com](http://www.studiopba.com)

### LANDSCAPE ARCHITECT/CONSULTING

Wendi Birchler, PLA, LEED® AP  
 Norris Design  
 84 Zeligman  
 P.O. Box 4251  
 Crested Butte, CO 81224  
 303-575-4560  
[wbirchler@norris-design.com](mailto:wbirchler@norris-design.com)  
[www.norris-design.com](http://www.norris-design.com)

## ATTACHMENTS -

CREJ Article on the Stout24 Rowhomes development:

### CREJ - Building Dialogue - June 2018

#### Stout24: Urban Home-Ownership Options for the 'Missing Middle'

It all began as part of a mission: to develop affordable residential options for for-sale properties. Paralleling Denver's Inclusionary Housing Ordinance, in which a for-sale condo project must provide affordable for-sale units as a condition of their city approvals, developer Lynn Crist of The Morrison Group began looking for sites in the urban core of Denver. She stumbled across the perfect parcel. Owned by Denver Housing Authority, this vacant site had been slated by its master plan long ago for affordable for-sale housing.



In Crist's own words, "I felt compelled to find opportunities to deliver affordable for-sale homes to the families and individuals in the 'missing middle' that have almost no options if they want to purchase a home in Denver's urban core."

**An unusual site.** The site is rare for the city of Denver: It is not as deep as a typical city block, and a major Xcel Energy substation borders the site on the east side, which had long ago occupied the intervening alley. During Crist's early discussions with DHA, Xcel also was vying to purchase the site to expand its facility. In an impressive feat of collaboration, the three parties worked out a deal in which Crist and Studio PBA as her architect determined the absolute minimum lot depth acceptable to build a set of townhomes, allowing Xcel to purchase the remaining land for their expansion. This three-way deal was one of the keys to making the deal financially viable for all parties.

In addition to DHA, Xcel and the city of Denver Office of Economic Development providing funding for a portion of the construction costs, the other entities involved in this project included: the Curtis Park Neighborhood Association, the Landmark Commission and the Arapahoe Square Design Review board. With all parties overseeing the design and development process, Stout24 was sure to be a success.

**Guiding design.** With the site secured and vision in mind, our design team worked closely with the Curtis Park Neighborhood Association and its design review committee to ensure that their knowledge of this special district was incorporated into the project. The rowhome design seeks to complement the historic buildings that make up the Curtis Park Landmark District, while also conveying a contemporary aesthetic. The massing and rhythm of three-story brick bays separated by narrow solid recesses reflects the block patterns of neighboring Victorian and Italianate homes throughout Curtis Park. Typical in that district are narrow single- and multifamily homes, two to 2½ stories tall, with minimal

side setbacks, and each with its own front porch. Window patterns and sizes reflect the historic shapes and sizes nearby. Building materials and articulation such as prominent cornice lines, brick detailing and paint colors feel comfortable across the street from some of the oldest residential buildings in Denver.

The 13 units were available for sale to buyers at income levels ranging from 80 percent to 120 percent area median income and one unit with no income qualification requirement. All of the units were presold before construction was finished. Units are designed to be as efficient as possible, while still providing a comfortable home for all buyers. All units are three bedrooms, and most of them have one garage parking space off a shared drive aisle. Two units are designed with private third-floor rooftop patios. Most owners have front patios reflecting the block patterns that encourage neighbors to get to know each other by spending time in front of their homes. Finishes were hand selected by Crist and her team, and they reflect a contemporary aesthetic comparable to any townhome development in the area.

**Future forward.** A buyer who recently moved into one of the units said that her move to this home was “life changing.” For Crist, “That makes it worth all of the challenges it took to get these units built.”

The finished project is being celebrated by surrounding homeowners as a gem that has filled in a long-time derelict vacant lot. Bringing 13 new homeowners to this location infuses new energy and life on a prominent corner, boosts the feeling of security, and sets the tone for the future of the area. Timeless mass and scale in combination with contemporary detailing of materials will ensure that the design of the rowhomes enhances its environment and Denver for generations to come.



60 / BUILDING DIALOGUE / June 2018

Photo: Stout24 Rowhomes, Denver, CO

Photo: The Buttes Condominiums, Crested Butte, CO



Photo: Crested Mountain Condos, Crested Butte, CO



17 November 2016

Crested Mountain Condominium Association  
PO 4413  
Mt Crested Butte, CO 81225

Attention: Board of Directors  
Subject: Laird & Gross Construction

Board Members,

On behalf of the Buttes Homeowners Association, Inc., ("the Buttes"), I am happy to provide a letter of recommendation for Laird & Gross Construction.

The Buttes solicited bids for a major exterior remodel in January of 2015 and awarded the project to Laird & Gross after reviewing bids from six different contractors. The project involved a complete exterior renovation including new Hardie siding, corrugated metal wainscot, new decking and handrails, and construction of new exterior facades to conceal gas and electric meters.

Laird & Gross began the project on April 15, 2015 and completed the project by the deadline of November 1<sup>st</sup>, 2015. During construction, Laird & Gross worked to lessen the impact of our project on visiting guests and owners by completing one building one prior to starting the second. They also completed a thorough site cleanup at the end of every week.

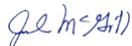
Their building expertise and attention to detail resulted in a project that has updated our complex, dramatically reduced our long-term exterior maintenance needs, and increased our property values.

Working in conjunction with our on-site manager, Evergreen Management, we were also able to exploit cost saving ideas and minimize change orders, which resulted in bringing the project to completion on time and within our budget.

The enthusiastic approval of our finished project by our owners is testament to our positive experience with Laird & Gross Construction.

If you have any questions or require additional information, please contact me.

Yours very truly,  
Buttes Homeowners Association, Inc.



James C. McGill  
President



Letter of Reference for David Gross Fine Homes

In the spring of 2013 we hired David to manage the remodel of a commercial space in Mt. Crested Butte to house a new club member ski lounge and locker room. The work included demolition of existing spaces, replacing an existing roof, framing, installing new windows, heating, electrical, lighting, plumbing, bar, kitchen equipment, gas fireplace, concrete terrace, ski lockers and interior finishes. The job entailed numerous difficulties such as managing to a very tight schedule, constructing without completed architectural plans, dealing with a 1980's era building and having the size of the project and the amount of work doubled before demolition was completed.

David handled all these challenges with a very positive, solution oriented attitude. His extensive knowledge of construction played a major role in creating practical solutions to resolve the many problems that were encountered with the existing building and the lack of full architectural plans. He provided many excellent design ideas that improved the project. David was fully engaged in the construction and his high level of personal energy was a major factor in achieving our tight schedule. He proved to be trustworthy, responsive and an enjoyable associate with whom to work.

The project was completed on schedule (even with the increase in size), the quality of the work was excellent and we are extremely happy with the finished product. We have continued to use David on other projects for the Club and have experienced the same positive result.

Sincerely,  
Brad Bogard  
General Manager

# दुप्लेस स्टश



Kyleena Falzone  
The Secret Stash, Sweet Spot, Boney

To Whom it May Concern,

This letter is to highly recommend the General Contractor services of David Gross and Gross Fine Homes.

My name is Kyleena Falzone and I the owner of The Secret Stash Restaurant and The Company Store Building in which it resides at 303 Elk Avenue in Crested Butte, Colorado. I acquired the building in the summer of 2012 and by January 2013 my team and I were breaking ground on a full remodel. The plan was to move The Secret Stash Restaurant from 21 Elk to the upstairs of The Company Store, which was occupied by six retail spaces and one restaurant. We hired David Gross as General Contractor for the project under the condition that we would be open for business by June 18th, 2013. Out of the six contractors we met, he was the only one who didn't say, "This timeline is impossible!"

During the bidding process, David not only showed us his passion for his work, but also how he runs a transparent operation when he repeatedly updated our budget as we would (often) modify our plans. Through out our initial interactions, we felt he was someone with integrity, a work ethic driven by passion, and a person who understands the numbers. All of these traits rang true throughout the project. He was always pleasant to be around and work with, he was honest, he was persistent, he jumped in with tools when needed, and he finished the project on time.

David and I became friends over the span of the Company Store project and we continue to work together on various other endeavors. If you ask me, David gets it. He is dedicated to his clients happiness and it translates through his commitment to his work.

Thank you for your time. Please feel free to call me for more information. (970) 209-5159

Sincerely,  
Kyleena Falzone

To whom it may concern

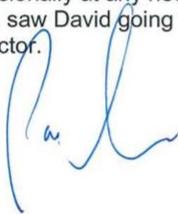
I write to offer my strong recommendation for the work of David Gross of David Gross Fine Homes.

I am Paul Adams of Crested Butte, Colorado. My wife and I are the majority owners of J&K Holdings, LLC, whose primary asset is ownership of the real estate known as "The Company Store", located at 303 Elk Avenue, Crested Butte. This, in my biased opinion, is the premier property on the main commercial and retail street in Crested Butte.

We acquired this property interest early in 2013. It was immediately decided to undertake a major renovation in conjunction with the primary tenant, a restaurant trading under the name "The Secret Stash". The property totals 11,000 of commercial space. Initial work on the project commenced in February, and completed on schedule to re-open the restaurant on June 16th, comfortably ahead of the peak summer holiday period in this resort town. The project was a full renovation of all major mechanical systems, full build-out including a large commercial kitchen.

David Gross served as general contractor for this project, managing approximately 15 sub-contractors, an on-site staff that peaked at 20, and all associated planning and regulatory requirements. Total cost of the project was \$850,000. The project was completed in line with a very aggressive time schedule and within the budget cost plus contingency.

As the majority property owner, meeting timing and budgetary forecasts is of course the critical expectation of a general contractor. However, my respect and appreciation for David extends not just to what he delivered, but how it was achieved. In his dealings with all staff and sub-contractors he is demanding, but clear and fair in his expectations. His ability to work collaboratively with a limited pool of qualified trades and sub-contractors in a very challenging environment was highly commendable. He was always in attendance and readily available to address challenges and questions. I was provided regular updates on progress, and all questions were answered thoroughly and honestly. Finally, when time deadlines and budget limits were threatened, especially in latter stages of the project, he readily stepped in and worked extensively and professionally at any necessary trade to complete what was necessary. To satisfy the client I saw David going far beyond the documented requirements of a general contractor.



Paul Adams  
January 2014



davidgrossfinehomes.com [davidgross@gmail.com](mailto:davidgross@gmail.com)  
 crested butte 970.901.1798 dallas 214.998.1612

### **David Gross Project List**

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**Woodruff Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Complete Renovation of Existing single family home

**Swanson residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Complete Renovation of Existing Duplex

**Collie Residence Highland Park, Texas**

David Gross Fine Homes General Contractor  
 New Modern Construction Dallas, Texas

**Boucher Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Complete Exterior Renovation of Existing Duplex

**Kasala Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Exterior Decks and Utility Barn

**Bradley Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Interior Master Bedroom Suite Renovation

**The Club at Crested Butte Slopeside, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 New Country Club Member Ski Locker Room 5000 SQ. FT Facility

**Company Store, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Renovation of 15,000 square feet of commercial and restaurant space

**Evans Residence, Crested Butte, Colorado**

Guy Icon GC acted as Project Manager/Superintendent  
 Renovation of Existing Residence

**Michalak Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
 Renovation of Existing Residence

**Glaser Residence, Preston Hollow Dallas, Texas**

David Gross Fine Homes General Contractor  
 Renovation of Existing Residence

**Harvey Residence, University Park, Texas**

David Gross Fine Homes General Contractor  
Renovation of Existing Residence

**Gross Residence, Hobe Sound, Florida**

David Gross Fine Homes General Contractor  
Renovation of Existing Residence

**Koerick Residence, Wayne, Pennsylvania**

David Gross Fine Homes General Contractor  
Custom Kitchen Renovation

**Gross Residence, Crested Butte, Colorado**

Precision Construction General Contractor  
New Construction Residence

**Schneider Residence, Crested Butte, Colorado**

Guy Icon GC acted as Project Manager/Superintendent  
Renovation of existing residence

**Kozak Residence, Crested Butte, Colorado**

Guy Icon Inc G.C. Project Manager/Superintendent  
Renovation of existing residence

**Hermanson Crested Butte, Colorado Residence,**

Guy Icon G.C. Project Manger/Superintendent  
Renovation of existing residence

**Penelope's Restaurant, Crested Butte, Colorado**

Guy Icon G.C. Project Manager/Superintendent  
Renovation of existing commercial restaurant, retail, office  
New commercial residential, office building on rear parcel

**Vanhanken Residence, Mt. Crested Butte, Colorado**

Guy Icon G.C. Project Manager/Superintendent  
Renovation of existing residence

**Skinner Residence, Mt. Crested Butte, Colorado**

Guy Icon G.C. Project Manager/Superintendent  
Renovation of existing residence

**Finkel Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
Renovation of existing residence

**Crested Butte Retreat, Mt. Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
Renovation of Bed and Breakfast

**McMorrow Residence, Crested Butte, Colorado**

David Gross Fine Homes General Contractor  
Renovation of existing residence

**Norton Residence, Crested Butte, Colorado**

Pike Construction General Contractor  
Construction of new residence/Carpenter

**Moore Residence, Crested Butte, Colorado**

Pike Construction General Contractor

Renovation of existing residence/Carpenter

**Cigar Factory Condominiums, Lancaster, Pennsylvania**

Gross Building Corporation General Contractor 28,000 sq. ft conversion of 1900's tobacco warehouse to 17 luxury student condominiums

**Koerick Residence Wayne, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of existing residence

**Jefferson Street Apartments, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 20 unit multifamily building

**805 South 49<sup>th</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 4 unit multifamily building

**805 South 49<sup>th</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 4 unit multifamily building

**320 North 40<sup>th</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 6 unit multifamily building

**4516 Springfield Avenue, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 5 unit multifamily building

**418 North 41<sup>st</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 6 unit multifamily building

**401 North 41<sup>st</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 5 unit multifamily building

**4028 Powelton Avenue, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 2 unit multifamily building

**514 North 40<sup>th</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 2 unit multifamily building

**4019 Spring Garden Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 3 unit multifamily building

**Gross Residence, Phoenixville, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation/additions to existing residence

**501 North 40<sup>th</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor  
Renovation of 6 unit multifamily building

**308 North 39<sup>th</sup> Street, Philadelphia, Pennsylvania**

Gross Building Corporation General Contractor

Renovation of 2 unit multifamily building  
**5100 West Columbia Avenue, Philadelphia, Pennsylvania**  
Gross Building Corporation General Contractor

Renovation of 5000 Sq. foot of commercial office space  
**431 North 40<sup>th</sup> Street, Philadelphia, Pennsylvania**  
Gross Building Corporation General Contractor

Renovation of 4 unit multifamily building  
**403 North 40<sup>th</sup> Street, Philadelphia, Pennsylvania**  
Gross Building Corporation General Contractor

Renovation of single-family residence

# GLENWOOD GREEN

Glenwood Springs, Colorado

studio  
PBA



## PROJECT DATA

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Client: Shaw Builders

Completed: 2013

Units: 60

Parking Spaces: 91

Building Type: Wood Frame



## MORE ABOUT THE PROJECT

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Located near Glenwood Springs' vibrant downtown and historic hot springs, Glenwood Green Apartments offers eco-friendly, contemporary one-, two- and three-bedroom affordable family residences all featuring majestic mountain views. Amenities include a clubhouse with community room, fitness center and computer lab. There is also a playground and beautifully landscaped grounds.

# PINEWOOD VILLAGE 2

Breckenridge, Colorado



## PROJECT DATA

Client: Corum Real Estate Group

Completed: 2016

Units/Density: 45 / 15.4 DU/Acre

Parking Spaces: 66

Program: Workforce Housing

Building Type: Wood Frame

Construction: Type VB, 3 Story

## MORE ABOUT THE PROJECT

Pinewood Village 2 is a CHFA tax credit compliant, workforce housing community for the Town of Breckenridge. The site is located in a residential neighborhood within the town's limits. With strict design guidelines and active neighborhood groups, the design is very responsive to its context. Building features include elements appropriate to its mountain setting, while remaining affordable and environmentally progressive. The project adheres to Enterprise Green Communities standards, incorporating an Energy Star Rating.

This project was designed using Advanced Framing techniques to maximize wall cavity insulation and minimize the amount of raw materials used in framing. Air Tight Gypsum techniques were used to ensure a sealed air barrier on the building interior, further enhancing the performance of the building envelope. The design team collaborated with the contractor to identify a central boiler system as the most cost effective and energy efficient heating solution for the mountain climate. These factors combined to produce an energy efficient building, with the residential units projected to achieve an average HERS score of 57.





## PROJECT DATA

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Client: Corum Real Estate Group

In Collaboration With: Shopworks Architecture

Size: 45 Acres

Program: Workforce Housing

## MORE ABOUT THE PROJECT

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The site character guidelines are used to create guiding principles as to how the Lake Hill site shall successfully provide livability and connectivity, circulation, open space and parking. The site has several key elements working together to create a successful community for its residents. The goal is to provide a site plan with usable and connected open space, pedestrian-friendly, well-connected vehicle circulation, ample parking, and site sustainability. Using these principles, the Lake Hill Master Plan can maximize the number of dwellings and create a diverse mix of housing while ensuring compatibility with the overall site plan.

The Lake Hill site plan by creates a uniquely designed community while maintaining the local character of Summit County and the Town of Frisco. The guidelines focus on character, massing, height, and architectural detailing to create an overall rustic, mountain style for Lake Hill that should be utilized as a baseline and will create a neighborhood with an authentic sense of place while maintaining existing style.

The Lake Hill Master Plan is a collaboration between Studio PBA (Architect of Record) and Shopworks Architecture (Design Architect).

# BLOCK 11

Breckenridge, Colorado



Rendering provided by Shopworks Architecture.

## PROJECT DATA

**Client:** Town of Breckenridge / Corum Real Estate Group

**In Collaboration With:** Shopworks Architecture

**Completion:** 2020

**Size:** 112 Units

**Density:** 20 DU/acre

**Program:** Affordable Housing

**Building Type:** Wood Frame

**Construction:** Type VB, 2 and 3 story

## MORE ABOUT THE PROJECT

Block 11 is an affordable workforce housing project located in Breckenridge, Colorado. The project was designed to respond to the resort town's increasing need for affordable housing.

Block 11 is located just north of the famed ski resort slopes, within walking distance from the historic downtown and county-wide transportation system. The 11 residential buildings, a mix of 2 and 3 story wood frame structures, are spread across a 5.38 acre site. 112 units will come in 1 and 2 BR options.

Block 11 is a collaboration between Studio PBA (Architect of Record) and Shopworks Architecture (Design Architect).

# STOUT24

Curtis Park, Denver, Colorado



## PROJECT DATA

Client: Morrison Group

Completed: 2018

Units: 13

Program: Townhome

Parking Spaces: 13

Building Type: Wood Frame, Tuck Under Garage

Construction: Type VB, 3 Story

## MORE ABOUT THE PROJECT

The Curtis Park Landmark District is in a position to knit northeast downtown into a cohesive urban area. It is intended to support a mix of uses that provide a pedestrian friendly transition from the surrounding lower scale neighborhoods to the high-rise scale of downtown. In this transition is Stout24 rowhomes, an affordable project on a former infill site consisting of 13 for sale rowhomes spread across two buildings, each 3 stories tall. Private drive aisle to access private tuck under garages in the rear of 11 of the 13 units.

Stout24 is modeled on the Italinatè style. The homes feature tall narrow windows, offset front entries, raised porches that step down to sidewalk, and flat roofs with historic decorative parapets. The design of three-sided projecting bays help break up the building massing along the entire Stout Street elevation.





April 25, 2014

Paul Bergner  
Paul Bergner Architects  
1575 Gilpin St.  
Denver, Colorado 80218

RE: Reference for Paul Bergner/Studio PBA

To Whom It May Concern:

Paul Bergner and Studio PBA have provided architectural services for a number of multifamily developments comprising several thousand units that the principals of our firm have developed since we met in 1983. Mr. Bergner and his associates enjoy an excellent reputation in the real estate community for the many high quality multifamily communities they have designed over the years.

In our experience, they have consistently delivered very high quality work with the appropriate attention to construction cost, which is uncommon among architects. They continually strive to maintain the proper balance between quality and affordability in their work, which is essential in apartment development.

Mr. Bergner and Studio PBA consistently delivers on time response to assure that their projects remain on schedule as well as on budget. I would strongly recommend them as conscientious and capable design professionals whose commitment to their projects and service to their clients is extraordinary. I would be happy to discuss our experience in more specific detail if you would find it helpful.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. Michael Komppa", with a long horizontal flourish extending to the right.

V. Michael Komppa  
President

# AMLI

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## RESIDENTIAL

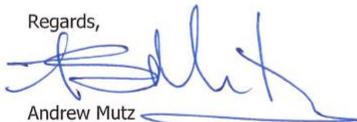
7400 E Orchard Rd | Suite 3030 N | Greenwood Village, CO 80111 | Phone: 303-225-2800 | Fax: 303-221-1800 | WWW.AMLI.COM

April 25, 2014

To Whom it May Concern,

Please let this letter serve as a positive letter of recommendation for Studio PBA. AMLI Development Co. has utilized Studio PBA for multiple projects in the Denver metro area and have been very satisfied with the quality of their work, timeliness, and ability to coordinate with our team to create great projects while working with us to control development and construction costs. If you would like additional information regarding Studio PBA, please do not hesitate to call me at 303-225-2807.

Regards,



Andrew Mutz  
Vice-President Development  
AMLI Development Co.

**OUR MISSION:** *Provide An Outstanding Living Environment For Our Residents*



To Whom It May Concern:

FirstBank provided the construction financing to Stout24, LLC for the \$4.7 million row home development built in Denver, CO in 2017-2018. Over a nine month construction period, draws were submitted monthly. The borrower's initial equity was drawn down within three months at which time the construction loan funds began to be drawn. The loan was paid off nine months later after construction was completed and units were sold. The loan was never fully advanced based on sales activity and the initial equity injection.

The relationship between Stout24 and FirstBank was successful and all aspects of the process went smoothly, were timely and handled professionally. The loan was kept within budget and handled appropriately.

Please accept this as a positive letter of reference for Ms. Crist's relationship with FirstBank's construction loan processes and procedures.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katie Seyl".

Katie Seyl  
Senior Vice President  
FirstBank  
303-805-3802

**Initiative #108**  
**Compensation for Reduction in Fair Market Value by Government Law or Regulation**

1 **Amendment ? proposes amending the Colorado Constitution to:**

- 2     ◆ require the state or a local government to compensate a property owner if a law  
 3     or regulation reduces the fair market value of property.

4 **Summary and Analysis**

5     **Background.** Both the Colorado Constitution and state law specify that a  
 6     government may not take or damage private property without providing compensation to  
 7     the owner. Procedures in law exist to evaluate and challenge government decisions that  
 8     lead to takings or cause damages, including asking for public and property owner input  
 9     and establishing the amount of compensation owed.

10     **Takings and damages.** There are three primary ways that the state or a local  
 11     government can take or damage private property. Governments in Colorado are  
 12     generally required to compensate a property owner in these cases. The first type of  
 13     taking is called “eminent domain.” A government may take land from a private property  
 14     owner for a public use or benefit. For example, a government may take land from a  
 15     property owner to expand a highway. The second type of taking occurs if a government  
 16     causes damage to private property, whether intentional or accidental. For example, a  
 17     government may build a road that limits access to an individual’s property. The third  
 18     type of taking is a “regulatory taking,” which occurs when a government enacts a law or  
 19     regulation that deprives a property owner of the use or value of his or her property, even  
 20     though he or she usually maintains ownership of the property. For example, a  
 21     government may prohibit a property owner from constructing buildings on his or her  
 22     property, leaving the property with almost no value.

23     **Changes under Amendment ?.** Amendment ? expands the circumstances under  
 24     which the state or a local government is required to provide compensation to a property  
 25     owner for a regulatory taking. Under this measure, a law or regulation that results in any  
 26     decrease in the fair market value of a property, as opposed to an almost total loss in  
 27     value, becomes a regulatory taking.

*For information on those issue committees that support or oppose the measures on the ballot at the **November 6, 2018**, election, go to the Colorado Secretary of State's elections center web site hyperlink for ballot and initiative information:*

<http://www.sos.state.co.us/pubs/elections/Initiatives/InitiativesHome.html>

1 **Argument For**

2 1) For many Coloradans, property is the most significant asset they own. If a law or  
3 regulation causes any loss of value, it is only right that the owner be fairly  
4 compensated by the state or a local government. However, current law does not  
5 require a government to compensate an owner unless the loss in value is near  
6 total. Amendment ? ensures that a government is held accountable for the  
7 enforcement of all of its laws and regulations, even those that only partially affect  
8 the value of a property.

9

10 **Argument Against**

11

12 2) Amendment ? may discourage governments from making decisions that benefit  
13 communities and protect vital public resources, such as water, air, and  
14 infrastructure. The measure requires a government to pay property owners for  
15 any loss of value resulting from a law or regulation, regardless of the size of the  
16 loss, and even if the property owner continues to use the land. Taxpayers will be  
17 responsible for these unnecessary and costly payouts. Any change in law or  
18 regulation, even those broadly desired by a community, could be challenged by  
19 private land owners, leaving governments reluctant to address important policy  
20 issues.

21 **Estimate of Fiscal Impact**

22

23 The measure requires that the state or a local government compensate property  
24 owners any time a law or regulation reduces the fair market value of private property.  
25 The measure will increase state and local expenditures to compensate private property  
26 owners as a result of regulatory or legislative action, and will increase state and local  
27 revenue from court fees.

**EXECUTIVE COMMITTEE**

Rep. Crisanta Duran, Chair  
 Sen. Kevin J. Grantham, Vice Chair  
 Sen. Leroy Garcia  
 Sen. Chris Holbert  
 Rep. KC Becker  
 Rep. Patrick Neville



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 Natalie Mullis, Fiscal Director  
 Cathy Eslinger, Research Manager  
 Manish Jani, IT Director

**LEGISLATIVE COUNCIL**

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7/18/2018

**Solicitation of Comments on Second Draft of Ballot Analysis:  
 Initiative #108 - Compensation for Reduction in Fair Market Value by Government Law or Regulation**

Each year the Colorado Legislative Council Staff prepares a voter information booklet that contains analyses of referred and initiated measures on the statewide election ballot. This booklet is mailed to all active registered voter households in Colorado. Enclosed is the **second draft** of a ballot analysis relating to Initiative #108 - Compensation for Reduction in Fair Market Value by Government Law or Regulation. We are soliciting comments on the draft to help us meet our constitutional responsibility to prepare a fair and impartial analysis of the measure. We are required to include a summary of the measure, the major arguments for and against the measure, and an estimate of the measure's fiscal impact. We also seek to include any other information that will assist the reader in understanding the purpose and effect of the measure.

**Commenting on the Second Draft**

Comments on the second draft should be e-mailed to [Awardjustcompensation2018.ga@state.co.us](mailto:Awardjustcompensation2018.ga@state.co.us) by 7/25/2018. In addition, they can be mailed or faxed to the attention of the Initiative #108 ballot analysis team. In accordance with Section 1-40-124.5 (1.7)(b)(I), C.R.S., each person submitting comments must provide his or her name and the name of any organization the person represents or is affiliated with for purposes of making the comments.

**The Process after the Second Draft**

A third draft of the analysis will be prepared and distributed to everyone who has participated in the analysis to date. We ask that any comments you have on the third draft be submitted in writing; proposed amendments to the third draft must be submitted in writing. Your written comments and proposed amendments on the third draft will be forwarded to the Legislative Council, a legislative committee consisting of 18 House and Senate members that is charged by law with reviewing the ballot information booklet. A final draft, incorporating any changes to the third draft as a result of comments, will also be submitted to the Legislative Council. The Legislative Council may modify the draft upon a two-thirds vote of the committee membership. The committee is scheduled to meet September 6, 2018.

## Applicable Deadlines

In accordance with Legislative Council rule, we have established the following deadlines for this ballot analysis. Please note that the deadline for submitting comments on the third draft also serves as the deadline for submitting proposed amendments to the draft under Legislative Council Rule XIV (1)(c).

<b><i>Deadline for:</i></b>	<b><i>Date</i></b>
Submitting comments on second draft	7/25/2018
Legislative Council mailing of third draft	8/9/2018
Submitting comments on and proposed amendments to third draft	8/16/2018

## Staff Contact Information Is Available on the Internet

Each draft of the ballot analysis and the staff contact for the analysis are posted on the Internet at:

<http://coloradobluebook.com>

## Questions or Comments About the Process

Please contact Cathy Eslinger at (303) 866-3521 with any comments, questions, or concerns about the ballot analysis process.

Thank you for your interest and assistance.

**6:00 PM - Public Hearing** – Public Input on a Special Event Liquor License Submitted by the Crested Butte Nordic Council for an event to be held on September 2, 2018 from 10am to 6pm at the CBMR Ski Area Base -  
Andrew Arell

**6:05 PM - Public Hearing** – Public Input on a Special Event Liquor License Submitted by the Crested Butte/ Mt. Crested Butte Chamber of Commerce for an event to be held on September 8, 2018 from 9:30am to 5:30pm at the CBMR Ski Area Base – Scott Stewart

### **Call to Order**

### **Roll Call**

### **Approval of the July 17, 2018 Regular Town Council Meeting Minutes**

### **Reports**

Manager's Report  
Town Council Reports

Land Trust Report – Long Lake – Noel Durant

### **CORRESPONDENCE -**

### **OLD BUSINESS-**

Discussion and Possible Consideration of the Maintenance Building Contract – Joe Fitzpatrick

Discussion and Possible Consideration of Brush Creek Road Workforce Housing Project – David Baumgarten

Discussion and Possible Consideration of Ordinance Number 4, Series 2018 An Ordinance of the Town Council of the Town of Mt. Crested Butte Colorado, Amending Portions of Chapter 21, Zoning, Article XI Planned Unit Development District, of the Code of the Town of Mt. Crested Butte, Colorado. Second Reading

Discussion and Possible Consideration of Ordinance No. 5, Series 2018 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado Amending Ordinance No. 2, Series 2018 Correcting Approval of a Final Plan of Application to Rezone 3.319 Acres Located at 16, 18, 22 and 24 Treasury Road (Inn Sites 4 & 5, Lots 1-2, and 3, Block D, and Lot 1 Block C Chalet Village Addition 1) from High Density Multiple Family, Low Density Multiple Family, and Single Family Residential to Planned Unit Development (PUD) as Submitted by Pearls Management, LLC and Amending the Official Zoning Map of the Town to Designate the Zoning as PUD – Second Reading

Discussion and Possible Consideration of a Planning Commission Recommendation for Approval of the Amended Condominium Plat for Building L Crested Mountain North Condominiums – Todd Carroll

**NEW BUSINESS –**

Discussion and Possible Consideration of a Special Event Liquor License Submitted by the Crested Butte Nordic Council for an event to be held on September 2, 2018 from 10am to 6pm at the CBMR Ski Area Base. –  
Andrew Arell

Discussion and Possible Consideration of a Special Event Liquor License Submitted by the Crested Butte/ Mt. Crested Butte Chamber of Commerce for an event to be held on September 8, 2018 from 9:30am to 5:30pm at the CBMR Ski Area Base – Scott Stewart

Discussion and Possible Consideration of Resolution Number 12, Series 2018, A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Accepting the 2017 Audit for the Town of Mt. Crested Butte, Colorado – Karl Trujillo

**OTHER BUSINESS –**

**PUBLIC COMMENT** – *Citizens may make comments on items not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments are limited to five minutes.*

**ADJOURN**

**If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance. Public comment on these agenda items is encouraged.**



**Action Requested of Council:** Provide direction as requested for each item.  
Estimated time: 1 hour 15 minutes

**C. Procedure for the Sale of City-Owned Land**

**Background:** City Charter, state statutes and case law dictate the methods for sale or disposition of municipally-owned real estate. A memo detailing those factors to assist Council in preparing for the discussion is in the packet.

Staff contact: City Attorney Kathy Fogo

**Action Requested of Council:** The immediate application for the question of whether an election needs to be held, whether an election is desired, or whether development of a policy is an appropriate course, relates to the Lazy K property and how Council wishes to proceed with the current plans for the property.

Estimated time: 30 minutes

**D. IGA with Gunnison County for a Coordinated Special Election in November 2018 and Update on Election and Ballot Items**

Background: At the July 10, 2018 Regular Session meeting, Council passed Resolution No. 5, Series 2018, calling for a special election to occur in November 2018. The City must enter into an intergovernmental agreement (IGA) with Gunnison County to participate in a coordinated election in November.

Staff contact: City Clerk Erica Boucher

**Action Requested of Council:** To discuss and authorize the Mayor to sign the approved IGA between the City of Gunnison and Gunnison County regarding the City's participation in the November 6, 2018.

Estimated time: 10 minutes

**E. Authorization for Application for Energy Impact Assistance Funds**

**Background:** While we have discussed the City's intent to apply for an EIAF grant frequently with the Council, the grant application requires official action from the City Council of the City of Gunnison authorizing application for these funds.

Staff Contact: Finance Director Ben Cowan

**Action Requested of Council:** A motion to authorize City staff to complete and submit an Energy and Mineral Impact Assistance Program Application for the purpose of obtaining funding assistance for the necessary updates at the City of Gunnison Wastewater Treatment Plant.

Estimated time: 10 minutes

**F. Community Foundation of the Gunnison Valley Account for International Sister City Projects and Programming**

Background: On August 7, 2018, the City of Gunnison, Colorado, USA will enter into a formal Sister City partnership with Majkhali, India. International partnerships will require funding for program development, travel, and cultural exchanges resourced through fundraising efforts and donations.

Council contact: Mayor Jim Gelwicks

**Action Requested of Council:** To direct staff to work with the Community Foundation of the Gunnison Valley to establish a Sister Cities' account to accept donations to support projects and programming.

Estimated time: 15 minutes

**IV. Council Work/Discussion Items:**

**A. Semi-Annual Police Department Report**

Staff contact: Police Chief Keith Robinson

Estimated time: 20 minutes

**V. Reports:**

City Attorney Report

City Manager Strategic Projects Update and Report

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

**VI. Meeting Adjournment**

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at [www.gunnisonco.gov](http://www.gunnisonco.gov).

Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**SPECIAL MEETING AGENDA**

367

**DATE:** Tuesday, July 31, 2018

**Page 1 of 1**

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

4:00 pm

- Call to Order
  
- Discussion of and possible action regarding fire restriction modification in areas of Gunnison County adjacent to the White River National Forest
  
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings>

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

368

**DATE: Tuesday, July 17, 2018**

**Page 1 of 1**

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

- 8:30 am
- Call to Order; Agenda Review
  - Minutes Approval:
    1. 6/19/18 Regular Meeting
    2. 6/26/18 Special Meeting
    3. 7/3/18 Regular Meeting
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Acceptance of Gunnison County Collaborative Management Program Memorandum of Understanding; Fiscal Year 2018/19; Colorado Office of Children, Youth & Families
    2. Acknowledgement of County Manager's Signature; Intergovernmental Contract Amendment #2; Colorado Office of Early Childhood; Amendment Contract #19 IHIA 109539; Expiring June 30, 2019; \$83,344
    3. Contract; Region 10 LEAP Area Agency on Aging; July 1, 201 – June 30, 2019; \$55,000
    4. Grant Contract; Community Foundation of the Gunnison Valley; Gunnison County Nurturing Parenting Program; \$1,050
    5. Grant Contract; Community Foundation of the Gunnison Valley; Gunnison County Family Advocacy Support Team; \$1,800
    6. Third Amendment to the Community Integration Agreement; Rocky Mountain Health Maintenance Organization, Inc.; Extension to December 31, 2018; \$16,640
    7. Correspondence; Taylor Park Vegetation Treatment Environmental Assessment Interim & Supplemental Comments
  - Scheduling
- 8:35
- County Manager's Report
- 8:40
- Deputy County Manager's Reports and Project Updates
- 8:50
- Gunnison County Boards and Commissions Appointments; Library Board of Trustees
- 8:55
- Lot Cluster Request; Lots 8-10 Block 2, Hermit's Hideaway; James & Jolene Hodgson Family Trust
- 9:00
- Bureau of Land Management Competitive Oil & Gas Lease Sale
- 9:20
- Resolution 2018-24: Establishing a Partial Seasonal Closure of County Road #317 ("Gothic Road"), and Identifying Certain Exceptions to Such Closure
- 9:35
- Short Term Rentals Property Tax Assessment
- 9:55
- Resolution 2018-25; Implementing Stage 1 Fire Restrictions and Repealing Resolution No: 2018-18, *A Resolution Implementing Stage 2 Fire Restrictions*
- 10:00
- Recognition of Colorado Emergency Operations Center (EOC) Support Team Assistance to Monroe County, FL during Hurricane Irma and Deployment of Gunnison County Deputy Emergency Manager Bobbie Lucero
  - Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
  - Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
  - Adjourn

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

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

**August 20, 2018****Work Session**

- Mine Reclamation Work

**Consent Agenda**

- Colorado Jazz Musicians Festival Special Event Application and Special Event Liquor Permit for September 8 and 9, 2018 in Town Park.
- RLA for 313 Sopris

**Proclamation for a Citizen****Public Hearing**

- Clark's Fermented Malt Beverage License

**Old Business**

- Update on 2018 Capital Projects.
- Discussion on Council Priorities.

**New Business**

- McCormick Ditch Agreement
- Resolution - Amending Verzuh Ranch Agreement - Block 76
- Ordinance - Red Lady Open Space
- Ordinance - School District

**Future Items**

- Charter Franchise Agreement
- Heights Open Space Plat Modification
- Heights Open Space Conservation Covenant
- Retreat Update - Mid Summer
- Project Update - Mid Summer
- Quarterly Financial Reports
- Bid Award Emergency Service Facilities Design/Planning
- License agreement with Cypress for Dump Clean-up
- Beer in Parks
- September - Annual Update from the Creative District Commission
- October 15<sup>th</sup> - Deadline for Presentation of the Annual Budget