

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Tuesday, January 21, 2020
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) Five Year Affordable Housing Plan.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) January 6, 2020 Regular Town Council Meeting Minutes.

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 Presentation by Tori Jarvis from Northwest Colorado Council of Governments, Water Quality and Quantity (QQ) Committee.

7:40 Presentation Regarding Possibility of Lead in the Water of Some Homes in Town.

8:00 PUBLIC HEARING

1) Ordinance No. 39, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 606 Sixth Street to The Center for the Arts.

8:30 2) Ordinance No. 44, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing a Potable Water Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.

8:40 3) Ordinance No. 1, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.

8:45 4) Ordinance No. 2, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan.

8:50 NEW BUSINESS

1) Ordinance No. 4, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 902 Red Lady Ave Unit #3 to Andrew Crowley.

8:55 LEGAL MATTERS

9:00 COUNCIL REPORTS AND COMMITTEE UPDATES

9:15 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:25 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, February 3, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, February 10, 2020 - 6:00PM Work Session to Discuss Empty House Tax
- Tuesday, February 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council

- Tuesday, February 25, 2020 - 9:00AM Council Retreat

9:30 ADJOURNMENT



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: 5 Year Affordable Housing Update

Date: January 21, 2020

Update:

The Town Staff has been busy working on several different Affordable Housing Projects for 2020-2021. These include the 15 units currently being completed for home ownership, the 10 rental units under construction to be sold to businesses, a triplex for the fire district, a duplex for the Town, 3 lot builds in various stages of development, 5 mobile home rentals being proposed by the Housing Fund, and working on design ideas with the Community School on in preparation for breaking ground this summer. In total this equates to 39 units schedule to be completed between 2020-2021.

This year's 5-year update will center on gaining Council input on moving forward on 3 potential projects. Each of these projects has different budget ramifications, regional impacts on housing absorption, and timelines for implementation. Staff will be presenting each of the projects in a silo and explaining the steps, timelines, and resources necessary for the projects to begin to move forward. The following three projects will be discussed:

1. Slate River Annexation
2. Green Deed purchase program
3. Phase 3 of Paradise Park

The Town staff would also remind the Council of the long-range goals for affordable housing.

- ▶ To ensure our community's residents are successful in attaining long-term safe and energy efficient housing
- ▶ Residents residing in deed restricted housing are active year round members of our community and 75% of the Town's residential units are occupied
- ▶ Build an additional 54 units of housing in the next 5-7 years or 30% of our Town's housing stock to have deed restrictions for locals (57 Built from 2016-2021)
- ▶ Look for partnerships to build rental projects
- ▶ Town Build a total of 15 units for Town Employees (currently 10 plus one more breaking ground in 2020)
- ▶ Work on regional collaboration for future housing projects

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, January 6, 2020
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:11PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Mallika Magner, Laura Mitchell, and Mona Merrill

Staff Present: Town Manager Dara MacDonald and Town Attorney John Sullivan

Town Clerk Lynelle Stanford, Public Works Director Shea Earley, Finance Director Rob Zillioux, and Community Development Director Michael Yerman

Schmidt mentioned the preceding work session on the empty house tax.

APPROVAL OF AGENDA

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

CONSENT AGENDA

- 1) **December 16, 2019 Regular Town Council Meeting Minutes.**
- 2) **Resolution No. 1, Series 2020 - A Resolution of the Crested Butte Town Council Designating the Town of Crested Butte’s Three Official Public Places for Posting Town Council Meetings and Other Important Items.**
- 3) **Alley Loop 2020 Nordic Marathon and Pub Ski Special Event Application from January 31, 2020 to February 1, 2020, Closing the 0, 100, and 200 Blocks of Elk Avenue Beginning on January 31, 2020; 1st Street, from Whiterock Avenue to Maroon Avenue, and the West Side of 3rd Street, from Whiterock Avenue to Elk Avenue, Beginning on February 1, 2020 and Special Event Liquor Permit for February 1, 2020 at 2nd Street and Elk Avenue.**
- 4) **Resolution No. 2, Series 2020 - A Resolution of the Crested Butte Town Council Approving the Snow Removal Reimbursement Covenant Affecting Block 76 Lots 1-6, Town of Crested Butte According to the Replat of Block 76, Paradise Park Subdivision Recorded in the Real Property Records of the Clerk and Recorder Gunnison County, Colorado on February 22, 2019 at Reception No. 658805.**

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

PUBLIC COMMENT

Kent Cowherd - 901 Teocalli

- He did not see mention of continuing discussion on the Vail deed restriction program on the list of future agenda items.
- He encouraged the opportunity for Space to Create spaces to be allowed in the annexation.
- He saw new laundry machines going into the Hostel Laundromat today.

STAFF UPDATES

- Schmidt confirmed that Town owned the building the Fire Department was now occupying, and the building would be returned to Town once a new one was built.
- MacDonald asked to solidify the time for Tuesday, February 25th that the retreat planned for the morning would start. The Council discussed the duration of the retreat. Merrill thought it would be good to extend the retreat if it was productive. The Council agreed with the plan for a facilitator in the morning and a discussion on goals and priorities in the afternoon.
- MacDonald confirmed, responding to Schmidt, that the Regional Representative to the Division of Housing was scheduled for the work session the first meeting in February.
- Schmidt confirmed the Town was collecting the cigarette tax.
- Dujardin pointed out the InDEED program was not added to the budget. MacDonald said it was a later in the year project before budget.
- Stanford brought up the request from National Geographic to film in Town on Saturday, January 18th. No one on the Council voiced an objection.

EXECUTIVE SESSION

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

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

The Council went into Executive Session at 7:23PM. The Council returned to open meeting at 8:07PM. Mayor Schmidt made the required announcement upon returning to open meeting.

PUBLIC HEARING

1) Ordinance No. 39, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 606 Sixth Street to The Center for the Arts.

Schmidt read the title of the ordinance and confirmed proper public notice was given. MacDonald noted the prior discussions about the lease had been about the lighting, and Section 10 of the lease was modified to resolve Council concerns about the lighting in particular. The Center asked for a longer term than what was proposed in the draft lease. MacDonald acknowledged the Council received legal advice during Executive Session on lease terms.

Schmidt opened the public hearing.

Joel Benisch

- The Center found itself in a difficult position because it did not have assets. Donors and lenders would be receptive to donating and/or lending if the lease term would be longer. A 30-year lease would replace a 100-year lease and that made it more difficult.
- He elaborated on financial details related to their request for a longer lease term.
- The Center needed an asset against which to borrow.
- He thought The Center would lose the lease if they did not meet requirements and MacDonald corrected him. She clarified there would be a five-year review based on specific aspects of the operation.
- Sullivan affirmed the lease could not be assigned.
- The Center used future pledges as collateral for a bridge loan. Schmidt wondered if they would catch-up. Benisch stated pretty much all pledges had come in, and they had not borrowed.

Jenny Birnie

- Reported on the history of donors and the one that desired a longer lease.
- They were just talking about the term of the lease.
- Benisch reminded they had a clear ability to steadily raise money every year.

Merrill asked Sullivan to elaborate on management details in the lease. Schmidt questioned why the lease term was changed from 50 years to 30 years. MacDonald recognized an amendment in 2017 that allowed the construction to start, and a new lease would be executed upon completion. Haver wondered if it was worth revisiting to find an option in which Town would feel more comfortable.

The discussion became focused on recourse. Mitchell's trust was eroded, but for the survival of the operation and non-profit, she was willing to do a 50-year lease with a 49-year renewal. Benisch stated the Town could transfer ownership of the building to The Center. Schmidt would propose a 50-year lease with ten-year renewals after 50 years. Sullivan explained the typical recourse on a breach of a lease. Dujardin related to what Mitchell said with the trust issues. He asked if they were serving the people of the Town or the donors. He thought the lease terms would be fine as drafted.

The Council discussed term details and continued discussing recourse. Schmidt listed the options: someone could make a motion to change the terms of the lease, or the Council could continue the public hearing to the next meeting, including setting up a specific

committee to meet with Benisch. Dujardin was confused why there was a trust issue with donors; it was more of a trust issue that The Center would be run responsibly. Benisch told the Council that donors perceived their gifts to be to the Town. Dujardin said it was extremely unlikely the Town would hold the 10-year renewals above their heads. Magner asked how the Town of Crested Butte benefitted from a longer lease. The discussion turned to the eviction process. Haver asked for a recommendation on how to improve the lease for all parties involved. Sullivan would find out how the long the term could be. Sullivan said the Council could approve the lease as is, and The Center could then ask for ratification. Schmidt suggested they continue the discussion and have the committee meet.

Kent Cowherd

- If the Town's concern was to ensure the financial success of The Center, it seemed best to extend the term for the best opportunity for success.

The public hearing was closed.

Mitchell moved and Haver seconded a motion to continue Ordinance No. 39, Series 2019 to the January 21st, 2020 meeting. A roll call vote was taken with all voting, "Yes."

Motion passed unanimously.

Magner and Merrill volunteered to be on the committee to meet with The Center.

2) Ordinance No. 43, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Partial Release of the Town's Option to Repurchase Townhouse Units Constructed on Block 76, Lots 1-6 and Block 77, Lot 10, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado.

Schmidt read the title of the ordinance. He confirmed proper public notice had been given. Yerman said the first closings would be happening tomorrow. The ordinance released the option for the Town to buy, and it cleaned up title work in anticipation of closing. The master deed restriction would be in place. There were no comments from the public, and the public hearing was closed.

Mitchell moved and Haver seconded a motion to approve Ordinance No. 43, Series 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Ordinance No. 44, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing a Potable Water Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.

Schmidt read the title of the ordinance, and he confirmed proper public notice had been given. Earley asked that the Council continue the public hearing, due to some recent comments from the Turnbills. Schmidt opened the public hearing. No one from the public chose to speak. The public hearing was closed.

Haver moved and Bradley seconded a motion to continue Ordinance No. 44, Series 2019 to January 21st. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Ordinance No. 1, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.

Schmidt read the title of the ordinance. Zillioux stated the units were intended to be employee rentals in Paradise Park. Zillioux described each unit and specified the rent amounts.

Dujardin moved and Haver seconded a motion to set Ordinance No. 1, Series 2020 to public hearing at the January 21st Council meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Ordinance No. 2, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan.

Schmidt read the title of the ordinance.

Mitchell moved and Haver seconded a motion to set Ordinance No. 2, Series 2020 to public hearing at the January 21st Council meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Presentation by Kent Cowherd on Ideas for Affordable Housing.

Cowherd offered supplementation to possible ideas. He acknowledged the proposed sites were difficult sites, and the County owned one site. He identified the zoning of the proposed sites. One of the biggest problems was the parking requirement. Reducing the minimum square footage was another way to gain more units. Cowherd pointed out the area near Poverty Gulch. He reviewed locations on his list, entitled “Legend of Locations,” including a brief description of each one. He wanted to open discussion on where Town could maximize opportunities within current boundaries.

Mitchell asked Earley what he thought of the locations, related to snow storage areas. Earley said anything was possible, but some locations would require drastic changes to the snow removal plan. Mitchell suggested that Yerman look at Cowherd’s proposal. MacDonald said several of the locations were viable and already designated for affordable housing. Some could be more easily looked at than others. She commented on points made by Cowherd, including the point regarding square footage and that the Council could look at the parking requirements.

LEGAL MATTERS

Sullivan reported they worked over the holidays with Sam Light of CIRSA on revised language for the library lease, including insurance requirements. They provided the updates to the Library District, and their initial reaction was not positive. The people from the Library District were going to huddle, look at the language, and get back to Sullivan. Sullivan elaborated upon indemnification and insurance.

COUNCIL REPORTS AND COMMITTEE UPDATES

Laura Mitchell

- She was trying to work with the County on details with the new Mountain Express building. She was reminded that Alpine Lumber bought Whetstone Industrial lots. She anticipated them moving out of Town.

Mona Merrill

- She met with Jenny Birnie, in order to attend their next board meeting.

Will Dujardin

- They had a Mountain Express meeting. They decided to go in on one of the units in the six-plex in the mobile home park for an employee unit.
- The numbers over break were up over two weeks, but the actual holidays were down a little bit. He listed ridership numbers. YTD ridership was up 3.5%.

Jim Schmidt

- MacDonald and he met with Tim Baker.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

MacDonald brought up scheduling the empty house tax discussion. Magner confirmed it would be a work session for the Council to clarify how they would proceed. Dujardin would prefer scheduling for February. He wanted to prioritize getting more specific. The Council considered discussing the empty house tax at the retreat, and Mark Reaman disagreed with the idea. Magner thought the retreat should be overarching. She wanted the second homeowners to participate (in the empty house tax discussion), so it was not appropriate for the meetings to be in a month such as May. The Council decided on Monday, February 10th from 6PM to 8PM for the work session.

Haver was concerned about how and whom they would be charging. Magner said to look a little more broadly, to identify what they were trying to fund and the relationship of the impacts a vacation rental had on the community. Haver's first concern was why it was the second homeowner group. MacDonald stated they needed a rational nexus to the number of second homes in a community and affordable housing. Haver's question was whether there was a breaking point where the tax did not pay for itself. Merrill thought it was important to have the discussion, but she worried it would take a lot of their time. She wanted it to be more positive and more inclusive. Dujardin said they had to be able to figure this out.

There was a discussion around increasing property values and whether the property values helped the community. Dujardin thought they could identify thresholds. Dujardin wanted the Council to discuss how they could do better outreach. He thought it would be good to commit to something and that it would be nice to get an answer on having the annexation shovel ready.

The Council talked about transportation to the meeting in Mt. Crested Butte.

Merrill suggested agendas be posted on Facebook and Dujardin agreed.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, January 14, 2020 - 6:00PM Planning Commission Meeting
- *Tuesday*, January 21, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- *Monday*, February 3, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, February 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 10:23PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: January 21, 2020

Town Manager

- 1) No updates

Public Works

- 1) No updates

Marshals

- 1) James Beda and John Chandler completed a winter driving course in Glenwood Springs. Reports are they performed well on the course and our officers are picking up winter driving tips learned in the course from them.
- 2) James Beda assisted the 7th Judicial Drug Task Force in conducting a Montrose area round-up to conclude their year-long drug trafficking investigation resulting in thirteen indictments.

Parks & Rec

- 1) Hockey Changing Rooms – Construction documents are expected to be completed by the end of the month. We will then proceed with bidding out the project for construction following the completion of hockey season.

Community Development

- 1) Electric Vehicle rapid charging station – Partnership with GCEA – The CO Energy Office has identified Crested Butte as a priority area for an electric vehicle rapid charging station due to our location along a scenic byway. There are limited locations in Town with public parking and the necessary electric infrastructure available. GCEA and the Town have identified the public parking lot by the fire station as the preferred location for such a charging station. GCEA will be submitting a grant application for \$30,000 to the Charge Ahead Colorado program. GCEA will administer the grant, manage the charging station and commit \$10,000. The Town will provide the location and commit the balance of the funds necessary for the charging station or \$35,000 - \$40,000. The funds will come from the General Capital budget allocated for Climate Action projects in 2020. With this rapid charging station and the new level 2 charging station at Town Hall to be installed in June, staff and GCEA feel like Crested Butte will have sufficient public EV charging stations for the time being.
- 2) The Fossil Ridge II Land exchange is currently in the final steps towards closing. The mineral potential report received concurrence from the Bureau of Land Management on Monday January 6th,

and the USFS Regional office is now assembling the materials for the preliminary title opinion which once completed will require roughly 1 week for review by the USFS Office of General Counsel for approval. Once the title opinion is approved, the patent for Long Lake can be ordered from the BLM. This patent could take 1-3+ weeks for completion, as the BLM state office is understaffed. This puts closing for the exchange and the transfer of \$1million from the RETT more than likely in mid-February.

- 3) Open Space/Trails Commercial Use: The Town is partnering with the Land Trust, BLM, USFS, and Mt. CB to release a press release next week regarding commercial activity protocols and permit information for trails. For 2020, the Town will begin requiring that commercial use requests be submitted to guide tours or conduct a commercial activity on Town-owned or managed trails, including Baxter Gulch, Green Lake Trail, Deli Trail, and Lupine. In order for a request to be approved, the requested activity must adhere to the conservation easement of the requested trail(s) and the requesting entity must list the Town as additionally insured on their insurance policy. This is consistent with the Land Trust's requirements. Per easement language, commercial use is not permitted on the Woods Walk Trail nor on the Slate River for floating tours.
- 4) The second round of closings occurred this Friday for Phase 1 of the Paradise Park. Block 76 is now 2/3 filled with new home owners!

Town Clerk

- 1) No updates.

Finance

- 1) No updates

Intergovernmental

The next meeting will be hosted by Mt. Crested Butte on Feb 12, 2020.

Upcoming Meetings or Events

Wednesday, Feb 12th 6:00 – 8:00, Intergovernmental dinner, Mountaineer Square

Wednesday, May 13th 5:00 – 6:30 – Meet with Chamber Visitor Center staff

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

QQ Intro & Accomplishments

January 15, 2020

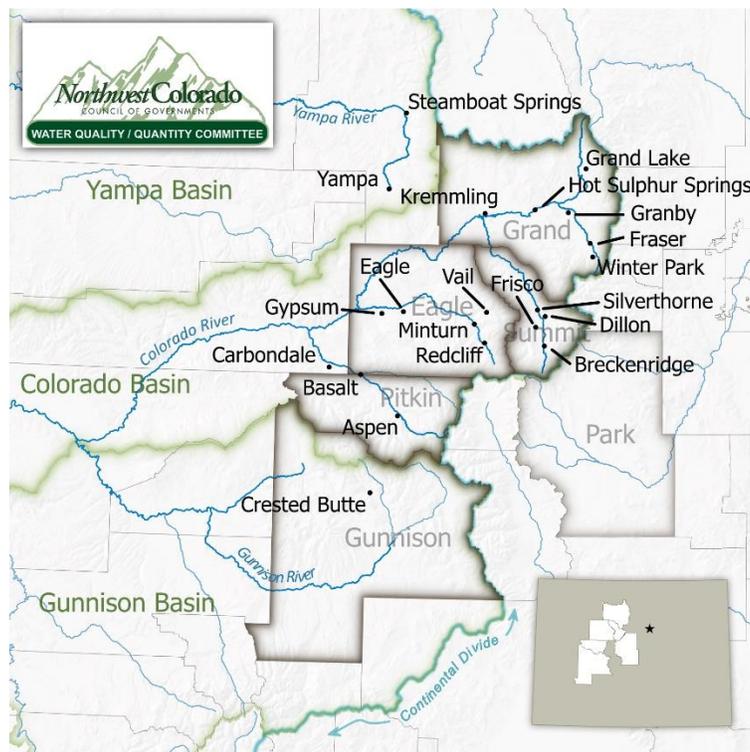


P.O. Box 2308 970-468-0295
Silverthorne, CO 80498 970-468-1208 Fax
qqwater@nwccog.org

QQ's purpose is to facilitate and augment the efforts of member jurisdictions to protect and enhance the region's water quality while encouraging its responsible use for the good of Colorado citizens and the environment.

The Water Quality/ Quantity Committee (QQ) comprises municipalities, counties, water and sanitation districts, and conservancy districts in the headwaters region of Colorado located in Grand, Summit, Eagle, Pitkin, and Gunnison counties, along with Steamboat Springs and Carbondale. The Colorado River Water Conservation District and Upper Gunnison Water Conservancy District are also QQ members. The Board is made up of elected and appointed officials from member jurisdictions.

QQ monitors water development activities and participates in legislative and administrative proceedings that affect water quality or quantity in the basin of origin. QQ meetings operate as a forum for policy formulation and strategic decision-making by QQ members. Day-to-day aspects of the QQ program are administered through a contract for services staffed by Barbara Green, Ashley Bembenek, and Torie Jarvis. Together, they offer a combination of legal, public policy, lobbying, water quality, and environmental science expertise to the membership.



QQ Noteworthy Accomplishments

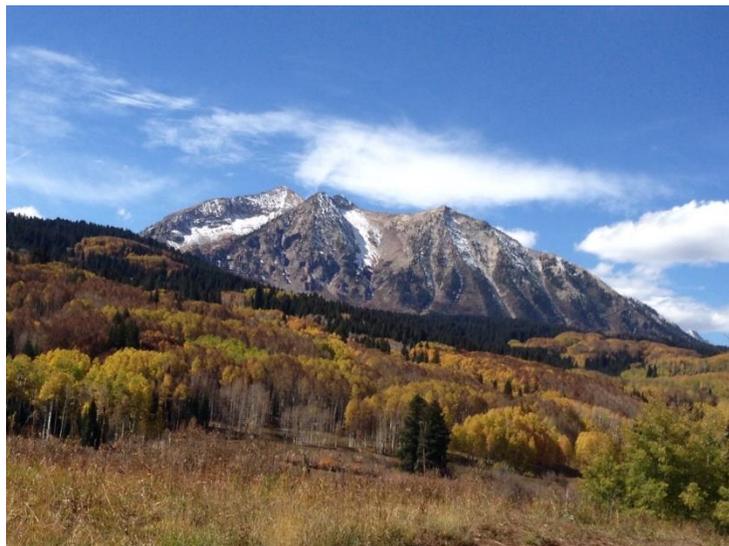
This timeline captures accomplishments of QQ since its founding in the 1970s in reverse order starting with the last decade.

2010-present

- Commissioned *Water & Its Relationship to the Headwaters Economies* study to document importance of water to QQ region.
- Commissioned the *Climate Change in the Headwaters: Water and Snow Impacts* study. To document the potential impacts of climate change to the headwaters' water resources.
- Provided technical and legal support to Grand County in the development of the Grand County Stream Management Plan, the first in the state and an example for other SMPs subsequently developed.
- Negotiated the first clarity standard adopted by WQCC in Colorado and provided legal and technical support in on-going processes to protect Grand Lake clarity from impacts of the Colorado/Big Thompson Project.
- Ensured that headwaters' concerns were represented in Colorado's Water Plan and continuing to work on implementation of Water Plan. Outcomes include:
 - Successfully included land use/ water linkage chapter of Water Plan and strengthened sections on negotiated agreements, environmental protection, the importance of the headwaters' economy and water, and criteria for state support of a project;
 - Convened a cross-basin dialogue between county commissioners about the importance of linking land use and water, and developed comments for Water Plan based on the dialogue;
 - Held a workshop on the importance of linking land use/ water planning; and
 - Provided comments and technical assistance in the development of the Colorado River Basin Implementation Plan.
- Ensured local authority over water projects is included in State water project permitting handbook.
- Continued to advocate headwaters' interests in WQCC rulemakings (on-going for decades) to protect the aquatic environment, including recent proceedings related to temperature and molybdenum.



- Assisted in negotiations for the Colorado River Cooperative Agreement to include provisions that provided benefits to and protected headwaters from Denver Water diversions.
- With Grand County and River District, negotiated provisions in the Windy Gap Firing Project (WGFP) Intergovernmental Agreement to provide “wet water” for Grand County and provided staff during Grand County 1041 permit process for Denver Water.
- Negotiated the mitigation plan for Denver Water’s Moffat Project expansion to support Grand County’s objectives.
- Successfully incorporated Learning By Doing requirement in permits for Denver Water and Northern Water Projects. Developed template for Learning By Doing Committee which includes Grand County, Northern Water, Denver Water, and other stakeholders who work jointly to improve the Fraser and Colorado Rivers.
- Led efforts to include local authority “savings provisions” in the Colorado Oil and Gas Conservation Act and COGCC regulations. Represented QQ to protect local authority to regulate oil and gas in subsequent rulemakings.
- Prepared amicus briefs in Colorado Supreme Court cases addressing local regulatory authority over impacts of oil and gas.
- Provided technical assistance to member communities to implement abandoned mine land reclamation efforts in Summit and Gunnison Counties.



2000s

- Spearheaded the “UPCO” Upper Colorado River Basin Study, which laid technical and political foundation for the Colorado River Cooperative Agreement and other negotiations addressing transmountain diversion projects.
- Supported HB 05-1177 and development of the Basin Roundtables and Interbasin Compact Committee to ensure this process reflected headwaters’ concerns.
- Assisted the City of Aspen to develop agreements with CWCB to allow the City to release water to protect the stream. Monitoring was done by Trout Unlimited to determine water stayed in stream.

- Advocated for the development of Recreational In-Channel Diversion (RICD) water rights statutes and regulations to provide for economic development and increased streamflows through local government-developed whitewater parks.
- Initiated legislation that requires local governments to evaluate the origin and adequacy of water supply before approving development.
- With Eagle County stakeholders and the Division of Wildlife, developed biologically-based Consent Decree criteria for the Eagle Mine cleanup, setting the stage for the first Eagle River Watershed Plan.
- Represented QQ during development of fracking chemical disclosure regulations before the Colorado Oil and Gas Conservation Commission (COGCC).
- Participated in the formation of a stakeholder group to develop alternatives to Wild & Scenic designation of the Upper Colorado River (Gore Canyon through Glenwood Canyon). The Upper Colorado Wild & Scenic Stakeholder Group management plan was adopted by the BLM and USFS in 2015.
- Defended Gunnison County in efforts to protect oil and gas regulations. Board of County Com'rs of Gunnison County vs. BDS, Intern., LLC., 159 P.3d 773 (Colo.App. Div. 2 2006).
- Helped develop an intergovernmental agreement among Counties to consider 1041 impacts outside their jurisdictions.
- Represented headwaters' interests in water quality control rulemakings affecting the Upper Colorado Basin (through today).

1990s

- Persuaded the WQCC to adopt regulations that require consideration of water quality impacts from the operation of water diversions, not just the construction of the project, in its 401 Certification Regulations. The WQCC then applied this Rule in the Two Forks 401 certification rulemaking.
- EPA vetoed Two Forks project based on environmental harms.
- Convinced the WQCC to prohibit degradation of water quality in reviewable waters unless the degradation is necessary to accommodate development in the area directly impacted by a proposed project, including the basin of origin.
- Successfully defended Eagle County's denial of 1041 permit for the Homestake II transmountain diversion project for failure to satisfy standards. Colorado Springs & Aurora vs. Board of County Com'rs of Eagle County, 895 P.2d 1105 (Colo.App. 1994).

- Developed Model Water Quality Protection Standards for growth and development in the headwaters region to integrate into member land use codes.
- Defeated legislation gutting 1041 authority over transmountain diversions (through today).
- Defeated onerous “takings” legislation and negotiated exaction bill as an alternative.
- Hosted headwaters forum to lay groundwork for future discussions with City of Aurora and Denver Water about headwaters’ water quality/quantity interests.

1980s

- The Water Quality Control Commission (WQCC) approved the 208 Regional Water Quality Plan for the NWCCOG Region, which includes the only regional policy requiring water development to mitigate its water quality impacts. The 208 Plan was then integrated into land use codes linking quantity and quality, continuing to the present.
- Assisted stakeholders in Summit County in protecting Dillon Reservoir from eutrophication by developing the first nonpoint source pollution trading scheme in the United States, now codified in the Dillon Reservoir Control Regulation.
- Influenced the Water Quality Control Division (WQCD) to include water quality impacts from Hydrologic Modifications in the 319 nonpoint source pollution program, thus recognizing these impacts at a state level and enabling grant funding.
- Defended local government authority to apply 1041 regulations to Denver Waters’ development in federal and state courts. *Denver Water v. Board of County Com'rs of Grand County*, 782 P.2d 753 (Colo. 1989).
- Advocated for the headwaters’ interests on west slope coordinating team during Two Forks EIS and defeated efforts by water developers to limit discussion of impacts to locus of dam.
- Lobbied US Corp of Engineers and Congress to raise awareness of headwaters’ water quality/quantity concerns.



1970s

- 1978: Founded as the Water Quality/ Quantity Trust Fund and raised money to defend against efforts to drain the Upper Colorado River.



Staff Report

January 21, 2020

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Thru: Shea Earley, Director of Public Works

Subject: **Presentation on Lead Action Level Exceedance in “High Risk” Homes In the Town of Crested Butte**

Summary:

Recent drinking water quality monitoring conducted by the Town of Crested Butte of twenty homes designated as “high risk” for lead and copper found elevated levels of lead in three of the twenty homes, which are located within the Town of Crested Butte. Furthermore, monitoring of the Town’s drinking water supply, which has been conducted since 1993 and as recently as January 14, 2020, has yielded no detectable lead concentrations.

Background:

The Colorado Department of Public Health and Environment (CDPHE) requires the Town of Crested Butte to sample and test for lead and copper in residences that are designated as “high risk” on a semi-annual basis. These “high risk” homes, which are constructed prior to 1988, are further designated into three categories:

- | | |
|--------|--|
| Tier 1 | Sample sites must be single-family structure that: Contain copper pipes with lead solder (CPLS) installed between 1983-1987; contain lead pipe; or are supplied by a lead service line (LSL) with any construction date. |
| Tier 2 | Sample sites must be buildings, including multiple-family residences that contain CPLS installed between 1983-1987; contain lead pipes; and/or are supplied by a LSL. |
| Tier 3 | sample sites are single-family structures that: Contain CPLS installed in 1982 or earlier. |

The dates associated with the tiered designation correlates to the construction period when CPLS, lead pipe, or LSL were most likely used.

Water System Staff are tasked with performing a survey and materials evaluation in order to ascertain whether or not a structure qualifies for one of the above tiers. In order to complete the materials evaluation Water System Staff attempt to contact owners of suspected Tier 1 and/or Tier 2 properties to confirm plumbing materials and dates of construction and to request participation in sampling, if the site meets the required criteria.

Each year, the Town is required to obtain samples from 20 “high risk” locations starting with Tier 1 sites. If there are not enough Tier 1 sites, Town Staff will move to Tier 2 sites. To date, there are approximately:

Tier 1	27
Tier 2	13

Furthermore, Water System Staff are unaware of any Lead Services Lines in Town.

Samples from these sites can be taken by staff if the owner allows staff to do so, or owners may take the samples themselves. If an owner elects to collect a sample, Water System Staff provides the owner with instructions/directions according to EPA/CDPHE guidelines.

In 2011, the Town had a similar situation in which a couple “high risk” homes tested positive for lead. Since that time, Town Staff have continued to monitor “high risk” homes, as well as, the drinking water supply for Town. From 2011 to the present, the Town has not received a lead action level exceedance nor have they tested positive for lead in the drinking water supply.

Discussion:

In the second half of 2019, Town Staff coordinated the sampling of 20 “high risk” homes within the Town. Of the 20 homes, 3 yielded test results over the action level exceedance set by CDPHE, which is .015 mg/L. These exceedances initiated a compliance process requiring the Town to perform further water quality monitoring requirements, initiate a public outreach and education regimen, and submit a Optimal Corrosion Control Treatment (OCCT) recommendation.

This presentation is the first of many public outreaches that Town Staff will be performing, as a requirement of the action level exceedance. Town Staff will be issuing press releases to the newspaper, KBUT, and television station, as well as, providing education literature to a multitude of local organizations, local public health care agencies, childcare, and schools.

Town Staff is willing to sit with anyone that is concerned about this issue and explain the situation.

If a member of the community would like to sample their water, Town recommends contacting

Colorado Analytical Laboratories
303-659-2313
www.coloradolab.com

The resident will be supplied with a sample bottle and cooler. Costs for lead sampling is \$15 and \$30 for lead and copper plus shipping.

Climate Impact:

At this time, there are no foreseeable impacts to the climate.

Financial Impact:

Based on future sampling results, OCCT recommendations, and changes to future CDPHE and EPA regulations, the Town may be required to install OCCT or further treatment for lead.

Attachments:

Press Release 2020 – DRAFT

Town of CB WQ-DW Lead Public Education 2020 – DRAFT

Town of CB WQ-DW Action Level Exceedance Lead 12-30-2019

Recent drinking water quality monitoring conducted by the Town of Crested Butte of twenty homes designated as “high risk” found elevated levels of lead in three of the twenty homes, which are located within the Town of Crested Butte. Furthermore, monitoring of the Town’s drinking water supply, which has been conducted since 1993 and as recently as January 14, 2020, has yielded no detectable lead concentrations.

The EPA has set an action level for lead at 15 parts per billion (ppb) based on the 90th percentile of all sample results. Our 90th percentile for lead was 18 ppb. The Town of Crested Butte collected 20 samples and 3 samples were above the 15 ppb action level. Through testing, the water system has concluded that there is no lead in the source. Staff is currently investigating the cause of the corrosivity of the water on plumbing materials within our service area. As a result of exceeding the lead action level, the Town of Crested Butte is required to provide this press release to radio, newspaper, and TV media.

Town officials are advising residents who may be concerned about elevated levels of lead in their drinking water to run their water for 15-30 seconds or until it becomes cold or reaches a steady temperature before using it for drinking or cooking to flush out lead. Lead can cause serious health problems if too much enters your body from drinking water or other sources, especially for pregnant women and children six years and younger. Lead can cause damage to the brain and kidneys, and can interfere with the production of red blood cells that carry oxygen to all parts of your body. Scientists have linked the effects of lead on the brain with lowered IQ in children. Adults with kidney problems and high blood pressure can be affected by low levels of lead more than healthy adults.

If you have questions about this press release, please contact Shea Earley, Public Works Director at 970 349-5338.

IMPORTANT INFORMATION ABOUT LEAD IN YOUR DRINKING WATER

The Town of Crested Butte

Has found elevated levels of Lead in some individual homes water.

Our community does not have any lead in the treated water supply to the Town

Our system found elevated levels of lead in the drinking water in some homes/buildings. Lead can cause serious health problems, especially for pregnant women and young children. Please read this information closely to see what you can do to reduce lead in your drinking water.

Health Effects of Lead

Lead can cause serious health problems if too much enters your body from drinking water or other sources. It can cause damage to the brain and kidneys, and can interfere with the production of red blood cells that carry oxygen to all parts of your body. The greatest risk of lead exposure is to infants, young children, and pregnant women. Scientists have linked the effects of lead on the brain with lowered IQ in children. Adults with kidney problems and high blood pressure can be affected by low levels of lead more than healthy adults. Lead is stored in the bones, and it can be released later in life. During pregnancy, the child receives lead from the mother's bones, which may affect brain development.

Sources of Lead

Lead is a common metal found in the environment. Drinking water is one possible source of lead exposure. The main sources of lead exposure are lead-based paint and lead-contaminated dust or soil, and some plumbing materials. In addition, lead can be found in certain types of pottery, pewter, brass fixtures, food, and cosmetics. Other sources include exposure in the work place and exposure from certain hobbies (lead can be carried on clothing or shoes).

Brass faucets, fittings, and valves, including those advertised as "lead-free", may contribute lead to drinking water. The law currently allows end-use brass fixtures, such as faucets, with up to eight percent lead to be labeled as "lead free". However, plumbing fixtures labeled National Sanitation Foundation (NSF) certified may only have up to two percent lead. Consumers should be aware of this when choosing fixtures and take appropriate precautions.

When water is in contact with pipes or plumbing that contains lead for several hours, the lead may enter drinking water. Homes built before 1988 are more likely to have plumbing containing lead. New homes may also have lead; even "lead-free" plumbing may contain some lead. EPA estimates that 10 to 20 percent of a person's potential exposure to lead may come from drinking water. Infants who consume mostly formula mixed with the lead-containing water can receive 40 to 60 percent of their exposure to lead from drinking water.

Don't forget about other sources of lead such as lead paint, lead dust, and lead in soil. Wash your children's hands and toys often as they can come into contact with dirt and dust containing lead.

Steps You Can take to Reduce Your Exposure to Lead in Your Water

1. ***Run your water to flush out lead.*** If it hasn't been used for several hours, run the cold water tap until the temperature is noticeably colder. This flushes lead-containing water from the pipes. To conserve water, remember to catch the flushed tap water for plants or some other household use (e.g. cleaning).
2. ***Always use cold water for drinking, cooking, and preparing baby formula.*** Never cook with or drink water from the hot water tap. Never use water from the hot water tap to make formula.

3. **Do not boil water to remove lead. Boiling water will not reduce lead.**
4. **Periodically remove and clean the faucet's strainer/aerator.** While removed, run the water to remove debris.
5. **You may consider investing in a home water treatment device or alternative water source.** When purchasing a water treatment device, make sure it is certified under Standard 53 by NSF International to remove lead. Contact NSF at 1-800-NSF-8010 or visit www.nsf.org. You may also visit the Water Quality Association's website at www.wqa.org.
6. **Test your water for lead.** Call us at the number below to find out how to get your water tested for lead. A list of certified laboratories is listed at www.colorado.gov/cdphe/laboratory-certification-program.
7. **Get your child's blood tested.** Contact your local health department or healthcare provider to find out how you can get your child tested for lead if you are concerned about exposure.
8. **Identify and replace plumbing fixtures containing lead.** Identify and replace plumbing fixtures containing lead. Brass faucets, fittings and valves, including those advertised as "lead-free," may leach lead into drinking water. The NSF website at www.nsf.org has more information on lead-containing plumbing fixtures. You should use only lead-certified contractors.
9. **Have a licensed electrician check your wiring.** If grounding wires from the electrical system are attached to your pipes, corrosion may be greater. Check with a licensed electrician or your local electric code to determine if your wiring can be grounded elsewhere. **DO NOT** attempt to change the wiring yourself because improper grounding can cause electrical shock and fire hazards.

What happened & What is being done?

As required by State Health Department regulations, the Town of Crested Butte Water Department conducts lead and copper testing on a semi-annual basis at 20 building sites that are considered high risk for lead contamination. Sampling that was conducted in the latter half of 2019 revealed that 3 of these 20 high risk sites tested above the EPA's lead action level of 15ppb (parts per billion).

Lead Action Level Exceedance July 1, 2019 to December 31, 2019

According to the Colorado Department of Public Health and Environment ("Department") records, CRESTED BUTTE TOWN OF ("Supplier") submitted lead and copper test results for the above-referenced monitoring period. The following 90th percentile values were calculated from the test results:

Contaminant	Sample Size	90th Percentile	Action Level
Lead	20	0.018 mg/L	0.015 mg/L
Copper	20	0.44 mg/L	1.3 mg/L

The results of the 90th percentile calculations indicate that the Supplier has exceeded the 0.015 mg/L lead Action Level for the specified monitoring period. (CDPHE: Lead Action Level Exceedance Letter, December 30, 2019)

The Town will continue the semi-annual, 20 high risk site sampling for Lead and Copper. The Town will also work with a professional engineer to submit an optimal corrosion control treatment (OCCT) recommendation (Section 11.26(3) of Regulation 11-Colorado Primary Drinking Water Regulations by June 30, 2020. This recommendation will be based upon the water quality parameter monitoring at the entry point to/and within the distribution system.

For more information call Shea Earley, Public Works Director Town of Crested Butte at (970) 349-5338
For more information on reducing lead exposure around your home/building and the health effects of Lead, visit EPA's Web site at <http://www.epa.gov/lead> or contact your health care provider.

Notice Provided by: The Town of Crested Butte

Date: 1/21/2020

DRAFT



COLORADO

Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

December 30, 2019

DAVID N JELINEK
CRESTED BUTTE TOWN OF - PWSID CO0126188
PO BOX 39
CRESTED BUTTE CO 81224

Lead Action Level Exceedance July 1, 2019 to December 31, 2019

According to the Colorado Department of Public Health and Environment (“Department”) records, CRESTED BUTTE TOWN OF (“Supplier”) submitted lead and copper test results for the above-referenced monitoring period. The following 90th percentile values were calculated from the test results:

Contaminant	Sample Size	90 th Percentile	Action Level
Lead	20	0.018 mg/L	0.015 mg/L
Copper	20	0.44 mg/L	1.3 mg/L

The results of the 90th percentile calculations indicate that the Supplier has exceeded the 0.015 mg/L lead Action Level for the specified monitoring period. As a result of the action level exceedance (ALE), pursuant to Section 11.26 of Regulation 11, please be advised of the following requirements:

LEAD PUBLIC EDUCATION

As soon as possible but no later than **February 29, 2020**, the Supplier must complete the public education steps identified in Lead Public Education Attachment that informs the Supplier’s consumers about the health effects of lead and copper, identifies measures that will reduce their exposure, and sources of additional information (Section 11.26(7)(c)).

- a. Lead and copper public education templates are available at wqcdcompliance.com/forms under Lead and Copper. Please note that if the Supplier chooses to develop its own public education materials, the Supplier must obtain Department approval prior to distribution of the materials.
- b. **No later than the 10th of the month** following the end of each period that the Supplier is required to complete the public education tasks, the Supplier must submit a copy of the public education materials and a Certification of Delivery form to the Department. This form is available at wqcdcompliance.com/forms under Lead and Copper.



LEAD AND COPPER TAP MONITORING

The Supplier must collect lead and copper samples in accordance with the following and report no later than ten (10) days from the end of each monitoring period. The next collection period is January 1, 2020 to June 30, 2020.

Sample Location	Sample Frequency and Sites
Lead and Copper Sample Pool Sites	20 samples every six months

WATER QUALITY PARAMETER MONITORING

No later than December 31, 2019, the Supplier must conduct the following water quality parameter (WQP) monitoring according to WQP Monitoring Attachment (Section 11.26(4)(d) and Section 11.1(6)(a)). Reporting is due no later than ten days from the end of the deadline:

Sample Location	Sample Frequency and Sites
Entry Point	2 samples at each entry point on different days
Distribution System	2 samples at 2 different distribution tap(s) on different days

LEAD AND COPPER SOURCE WATER MONITORING

No later than June 30, 2020, the Supplier must collect non-first draw entry point lead and copper sample(s) in accordance with the following and report the results to the Department:

Sample Location	Sample Frequency and Sites
Entry Point	1 sample at each entry point

Based on the results, submit a written source water treatment recommendation to the Department by the deadline specified above (Section 11.26(5)(b)). If the levels are less than half the action level, the Supplier may recommend “no treatment”.

OPTIMAL CORROSION CONTROL TREATMENT

No later than June 30, 2020, the Supplier must submit an optimal corrosion control treatment (OCCT) recommendation (Section 11.26(3)(c)) based upon WQP monitoring results.

The OCCT recommendation must provide the information required in Appendix K of the Design Criteria for Potable Water Systems. For community water systems, a professional engineer is required to complete and submit the OCCT recommendation (Section 11.4(1)(b)(iii)). The Supplier should also utilize EPA’s Optimal Corrosion Control Treatment Evaluation Technical Recommendations and Excel-based Templates. Webpage links provided below.

- **The Supplier may not recommend “no treatment”** or a treatment without supporting information. If the Department requests information related to the OCCT recommendation, the Supplier must respond to Department with the information promptly. Failure to submit a complete OCCT recommendation will result in a violation.

If the Department is unable to designate the Supplier’s OCCT within twelve (12) months from the end of the first monitoring period with an action level exceedance, the Supplier shall be automatically triggered into performing corrosion control studies (Section 11.26(3)(c)(iii)) and must submit a complete study report within **thirty (30) months** from the end of the first monitoring period with an

action level exceedance. Please note, corrosion control studies require substantial analytical and personnel costs.

Upon Department designation of OCCT, the Supplier is required to install the OCCT within 24 months and then complete one year of follow-up WQP and tap monitoring and finally maintain the OCCT treatment within Department-specified minimums and/or ranges.

Since the Supplier has previously exceeded the lead or copper action level, the Supplier may not discontinue the corrosion control treatment steps and is required to install and maintain Department-designated optimal corrosion control treatment.

Lead and Copper Links and Resources

- Colorado Department of Public Health and Environment's Lead and Copper website: wqcdcompliance.com/forms.
- EPA's Lead and Copper website: www.epa.gov/dwreginfo/lead-and-copper-rule.
- Appendix K of Design Criteria: wqcdcompliance.com/eng
- EPA's Optimal Corrosion Control Treatment Evaluation Technical Recommendations: <https://www.epa.gov/dwreginfo/optimal-corrosion-control-treatment-evaluation-technical-recommendations>

Please submit data, documents, reports, forms, and replies to the Department:

- **Electronically - via the Drinking Water Portal (preferred)**
 - First-time users must create an account. The Portal is located at wqcdcompliance.com/login.
- **Fax or Mail**
 - Fax: 303-758-1398
 - Colorado Department of Public Health and Environment
Water Quality Control Division / WQCD-B2-CAS
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

This does not constitute an Enforcement Order and is not subject to appeal. The Department may pursue formal enforcement action with penalties concerning the above, including issuing the Supplier an Enforcement Order or amending a current order.

If there are any questions regarding the contents of this letter and/or requirements for the Supplier, please contact Ben Keilly by phone at 303-692-3367 or by email at ben.keilly@state.co.us.

ec:

DAVID N JELINEK - DJELINEK@CRESTEDBUTTE-CO.GOV; AC

CRESTED BUTTE TOWN OF - DJELINEK@CRESTEDBUTTE-CO.GOV; OWNER

JONI REYNOLDS - JREYNOLDS@GUNNISONCOUNTY.ORG; GUNNISON COUNTY PUBLIC HEALTH

ERIC MCPHAIL - ERIC.MCPHAIL@COLOSTATE.EDU; GUNNISON COUNTY PUBLIC HEALTH

File: CO0126188, GUNNISON COUNTY, COMMUNITY - SURFACE WATER

Lead Public Education Attachment for Community Water Systems

Deliver the public education materials by completing steps A through I in the table below, pursuant to section 11.26(7)(c) of Regulation 11. All public education material must be delivered within 60 days after the end of the monitoring period in which the lead action level exceedance occurred.

<p>A: Distribute public education materials (pamphlets, brochures, posters) to all bill paying customers</p>
<p>B: Distribute public education materials to local public health agencies even if they are not located in the system's service area. Contact the local public health agencies directly by phone or in person to obtain any possible lists of additional community based organizations serving target populations which may include organizations outside the service area of the system. If such a list is provided, distribute public education materials to all organizations on the provided list.</p>
<p>C: Distribute public education materials to all of the following organizations located in the system's service area:</p> <ol style="list-style-type: none"> 1) Public and private schools and school boards 2) Women Infants and Children (WIC) and Head Start programs 3) Public and private hospitals and medical clinics 4) Pediatricians 5) Family planning clinics 6) Local welfare agencies
<p>D: Make a good faith effort to locate the following organizations within the service area and deliver materials that meet the content requirements, along with an informational notice that encourages distribution to all potential affected customers or users. A good faith effort may include requesting a contact list of these organizations from the local public health agencies, even if the agencies are not located in the system's service area.</p> <ol style="list-style-type: none"> 1) Licensed childcare centers 2) Public and private preschools 3) Obstetricians-Gynecologists and midwives
<p>E: Include an informational notice in the materials distributed to the organizations in Steps B - D that encourages the distribution of the public educational materials to all of the potentially affected customers or users of the organizations.</p>
<p>F: Conduct at least three activities for systems serving >3,300. For systems serving <=3,300, complete at least one activities from one or more of the following categories: from one of the following general categories:</p> <ul style="list-style-type: none"> • Public service announcements • Paid advertisements • Display Information in public areas • Emails to customers • Public meetings • Delivery to every household • Direct material distribution to all multi-family homes and institutions • Other Department-approved methods <p>The content and selection of these methods must be determined in consultation with the Department.</p>
<p>G: Provide the following language exactly as written in each water bill at least quarterly.</p> <p>[INSERT NAME OF WATER SYSTEM] found high levels of lead in drinking water in some homes. Lead can cause serious health problems. For more information please call [INSERT NAME OF WATER SYSTEM] [or visit (INSERT YOUR WEB SITE HERE)].</p>
<p>H: Submit a press release to the newspaper, television, and radio stations.</p>
<p>I: For systems serving greater (>) 100,000 people, post the public education materials on the Supplier's public website.</p>
<p>J: Send tap water results to residences where samples were collected</p>

[Attachment Continued]

For as long as the system exceeds the lead action level, the Supplier must continue to distribute public education materials as follows:

- Repeat steps A through F at least once every 12 months.
- Repeat step G in each water bill, no less frequently than quarterly, for as long as the system exceeds the action level.
- For systems supplying greater than (>) 100,000 people, post public education materials on the system's public website.
- Submit a press release to newspaper, television, and radio stations twice every 12 months on a Department-approved schedule.

Within ten days of public education completion, the Supplier must submit a copy of the public education materials along with a completed Certification of Delivery form. A template is provided online at wqcdcompliance.com/forms and has been enclosed with this letter.

Water Quality Parameter Monitoring Attachment

As a result of the action level exceedance, the Supplier must comply with the water quality parameter (WQP) requirements specified in Section 11.26(4). In addition to parameters specified in Section 11.26(4), the Department is requiring additional water quality data as specified below, pursuant to Section 11.1(6)(a) to aid the Department's review of optimal corrosion control treatment and/or a treatment recommendation. The Supplier must monitor for all WQPs below at representative locations within the distribution system and at each entry point within the monitoring period that the lead or copper action level is exceeded. The Supplier is required to conduct the following:

- WQP Tap Samples: All WQP samples must be representative of water quality throughout the distribution system, taking into account the number of individuals served, different sources of water, different treatment methods employed and seasonal variability. Please note that the WQP tap samples are not required to be collected at the Supplier's lead and copper tap sampling sites.
- WQP Entry Point Samples: At each entry point, collect the required monitoring for each applicable water quality parameter.

The Supplier must monitor the following WQPs at both the entry point and tap sampling locations:

- pH (field test within 15 minutes of collection)
- Water temperature (field test within 15 minutes of collection)
- Alkalinity
- Calcium (as mg/L CaCO₃)
- Conductivity or Total Dissolved Solids
- Silica (only if an inhibitor containing silica is used)
- Orthophosphate (mg/L as P)* (**required** even if an inhibitor containing phosphate is not used)
- Total phosphorus (mg/L as P)
- Chloride
- Sulfate
- Iron
- Manganese

* Note, if an orthophosphate concentration is given in units of "mg/L as PO₄" or "mg/L as orthophosphate," the value must be divided by 3 to convert to "mg/L as P"



Staff Report

January 21, 2020

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2019-39, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 606 6th Street to The Center for the Arts

Summary: The Center for the Arts (“Center”) has been a long-term tenant of the Town. Their most recent lease was executed in 2010 with a fifty-year term. The Center is nearing completion on Phase 1 of their expansion project and a new lease is required to address the new building and associated responsibilities.

Previous Council Action: In May of 2017, with Ordinances 2017-13 and 2017-14, the Council approved an Amendment to the 2010 Lease and Tenant Improvement Agreement providing for the Center to proceed with construction of certain improvements known as Phase 1 at the property. Amendment to the 2010 Lease requires that “Upon completion of construction of Phase 1 pursuant to the Tenant Improvements Agreement, the Town and the Center shall enter into a new lease (the “New Lease”) addressing the Center’s going forward tenancy of the Premises following construction. The New Lease shall include, without limitation, (a) facility management terms addressing the Center’s ongoing maintenance and management responsibilities of the Premises; (b) funding terms addressing the Center’s financing and fiscal responsibilities for the ongoing maintenance and operation of the Premises”

On November 18th the Council reviewed the draft lease and requested some changes be made to the document for consideration on December 2nd at second reading of the ordinance. Additional changes around lighting were requested during the meeting on December 2nd. Subsequently, additional changes were requested by the Council following discussion at the meeting on December 16th. These additional changes were incorporated into the draft lease.

On December 31st the Center’s representatives requested that the Town again revisit the term of the lease requesting a longer term. Following discussion during the meeting on January 6th, the Council and Center established a subcommittee of representatives to address this request. Mallika Magner and Mona Merrill represented the Town along with the Town Attorney during a meeting on January 14th. The two sides reached consensus and the revised language they recommend is highlighted below and incorporated into the lease attached to the ordinance.

Background and Discussion: The highlighted text has been modified or added to the lease in response to the subcommittee’s recommendations following their meeting on January 14th.

2. Lease Term, Renewal, Rent, and Review. The initial term of this Lease shall commence on the date set forth above and continue for a period of 50 ~~thirty (30)~~ years thereafter. This Lease shall thereafter be renewed automatically for three succeeding terms of ten (10) years unless either party gives written notice to the other at least one year prior to the expiration of any term of its intention not to renew. The initial and renewal terms of this Lease are referred to collectively herein as the Terms.

During the initial ~~thirty year~~ term and any renewal term, the Town, ~~every five years~~, shall have the right to review the Center's management of the Premises to ensure that the public interest and community needs are being addressed in a reasonable manner. The Town may review the following aspects of the Center's operations during the term of the lease:

- a) The extent to which the members of the Center's Board of Directors represent different interests and constituencies in the East River Valley;
- b) The Board's management of the Center's financial affairs with particular reference to the need to minimize operating deficits. In regards hereto, the Town shall have access to the Center's financial records through its ex officio member;
- c) Whether the amount of Center use allocated to the Town under paragraph ~~67b~~, below, is sufficient to meet the needs of the Town;
- d) The extent to which the Board is responding to a fair cross-section of community needs; and
- e) The extent to which the Center's use of the Premises conflicts with or complements the use of adjacent or nearby Town property.
- f) The extent to which the Center addresses the programming concerns of year-round residents, and provides a rate structure supportive of community user groups.

If the Town determines that the Center's management of the Premises is deficient in one or more of the areas listed above, the Town shall, ~~on or before the fifth anniversary of this Lease~~, so notify the Center in writing. Within three months of the notice, the Parties shall confer to identify mutually agreed to steps to remedy the deficiencies. If the Parties cannot agree, they will select a neutral third party mediator who would seek an acceptable voluntary solution to the dispute. If the dispute cannot be resolved through the efforts of the mediator, then the Parties may pursue any available legal or administrative recourse, including the declaration of a default pursuant to Paragraph 17 of this Lease and the commencement of a legal action to determine which Party is entitled to possession of the Premises.

These changes have been incorporated into the Lease attached to the ordinance for approval.

Legal Implications: The Lease has been reviewed by the Town Attorney.

Recommendation: Staff recommends the Town enter into a lease with Center. If there are concerns or questions, the Council may want to continue the hearing until February 3rd when Councilmember Merrill will be back and able to fully participate in the conversation.

Proposed Motion: Motion and a second to approve Ordinance No. 39, Series 2019.

ORDINANCE NO. 39**SERIES 2019****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 606 SIXTH STREET TO THE CENTER FOR THE ARTS**

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

WHEREAS, the Town is the owner of Lots One through Sixteen (1-16), Block 50, Town of Crested Butte, County of Gunnison, and State of Colorado, together with certain buildings and improvements located there on, also known as 606 6th Street; and

WHEREAS, on December 23, 2010, the Town entered into a fifty-year lease ("2010 Lease") with The Center for the Arts ("the **Center**"), a Colorado non-profit corporation, for a portion of the property known as 606 6th Street ("Property"); and

WHEREAS, on May 19, 2017, the Town entered into an Amendment to the 2010 Lease and a Tenant Improvements Agreement providing for the Center to proceed with construction of certain improvements on the Property; and

WHEREAS, the Amendment to the 2010 Lease requires that "Upon completion of construction of Phase 1 pursuant to the Tenant Improvements Agreement, the Town and the Center shall enter into a new lease (the "New Lease") addressing the Center's going forward tenancy of the Premises following construction. The New Lease shall include, without limitation, (a) facility management terms addressing the Center's ongoing maintenance and management responsibilities of the Premises; (b) funding terms addressing the Center's financing and fiscal responsibilities for the ongoing maintenance and operation of the Premises"; and

WHEREAS, construction of Phase 1 improvements is nearing completion; and

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

WHEREAS the Town Council finds hereby that approving this Lease Agreement is in the best interest of the Town.

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

1. **Findings**. The foregoing recitals are hereby fully incorporated herein as findings.

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 18th DAY OF NOVEMBER, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF ____, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreement

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), made and entered into this ___ day of _____, 2019, is by and between the Town of Crested Butte, Colorado, a Colorado home-rule municipal corporation, 507 Maroon Street, P.O. Box 39, Crested Butte, Colorado 81224 (hereinafter referred to as “Town”), and The Center for the Arts, a Colorado non-profit corporation, 606 6th Street, P.O. Box 1819, Crested Butte, Colorado 81224 (hereafter referred to as “Center”). The Town and the Center are referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, the Town is the owner of certain real property, located at 606 6th Street, Crested Butte Colorado 81224. Town of Crested Butte, County of Gunnison, State of Colorado, and the improvements located thereon, which improvements are further depicted on the attached Exhibit A (collectively the “Premises”);

WHEREAS, the Center incorporated in 1986 for the purposes of enriching and expanding community participation in the arts in the Town and in Gunnison County, and the Center is currently operating as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code and the laws of the state of Colorado;

WHEREAS, the Town and the Center are currently parties to a lease dated December 23, 2010, and the Town and the Center desire to replace their 2010 lease with this Lease;

WHEREAS, the Center wishes to continue using the Premises for artistic, educational, scientific and cultural activities; and

WHEREAS, the Town, by and through its Town Council finds that such use of the Premises will benefit and promote the general welfare of the Town of Crested Butte and its citizens.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual covenants, conditions, and promises set forth herein, the Town and Center agree as follows:

1. Lease of Premises. The Town hereby leases the Premises to the Center. The Premises comprise the real property, buildings and other improvements that are the subject of this Lease, which improvements are further depicted on the attached Exhibit A.

2. Lease Term, Renewal, Rent, and Review. The initial term of this Lease shall commence on the date set forth above and continue for a period of 50 years thereafter. This Lease shall thereafter be renewed automatically for three succeeding terms of ten (10) years unless either party gives written notice to the other at least one year prior to the expiration of any term of its

intention not to renew. The initial and renewal terms of this Lease are referred to collectively herein as the Terms.

During the initial term and any renewal term, the Town shall have the right to review the Center's management of the Premises to ensure that the public interest and community needs are being addressed in a reasonable manner. The Town may review the following aspects of the Center's operations during the term of the lease:

- a) The extent to which the members of the Center's Board of Directors represent different interests and constituencies in the East River Valley;
- b) The Board's management of the Center's financial affairs with particular reference to the need to minimize operating deficits. In regards hereto, the Town shall have access to the Center's financial records through its ex officio member;
- c) Whether the amount of Center use allocated to the Town under paragraph 7b, below, is sufficient to meet the needs of the Town;
- d) The extent to which the Board is responding to a fair cross-section of community needs; and
- e) The extent to which the Center's use of the Premises conflicts with or complements the use of adjacent or nearby Town property.
- f) The extent to which the Center addresses the programming concerns of year-round residents, and provides a rate structure supportive of community user groups.

If the Town determines that the Center's management of the Premises is deficient in one or more of the areas listed above, the Town shall, , so notify the Center in writing. Within three months of the notice, the Parties shall confer to identify mutually agreed to steps to remedy the deficiencies. If the Parties cannot agree, they will select a neutral third party mediator who would seek an acceptable voluntary solution to the dispute. If the dispute cannot be resolved through the efforts of the mediator, then the Parties may pursue any available legal or administrative recourse, including the declaration of a default pursuant to Paragraph 17 of this Lease and the commencement of a legal action to determine which Party is entitled to possession of the Premises.

3. Rent. The Center shall pay to the Town, as rent for the Premises, the sum of one dollar (\$1.00) for each year during the Terms hereof. Such payments shall commence on the date this Lease is executed by the Parties and be paid thereafter on the anniversary of such date.

4. Maintenance and Repairs of Buildings. The Center shall be responsible for all maintenance and repairs of all of the Buildings on the Premises unless otherwise set forth in this Lease, provided, however, that once exterior accessed bathrooms are completed on the east side of the Premises, the Town shall be responsible for all maintenance, repair, stocking and cleaning of these bathrooms.

5. Center Responsibilities for Grounds Maintenance, Snow Removal, and Landscaping. The Center is responsible for the following tasks:

- a) Maintenance of the grounds included in the Premises, except for snow removal and landscaping performed by the Town as set forth in Section 6 and elsewhere in this Lease.
- b) Maintenance and repairs of improvements constructed by the Center within the CDOT right of way between the Town's property and 6th Street.
- c) Hand shoveling of snow and ice removal necessary for Center operations on the Premises, and for the hauling of snow from snow storage areas shown on Exhibit B.
- d) Removal of any ice dams or ice build-up, particularly on areas where walkways or drives abut areas with snowmelt systems.
- e) Plantings, courtyard areas, and other outdoor spaces within the Center's area of responsibility, as shown on Exhibit C.
- f) During the summer season, approximately May – October, the Center shall place planters or other decorative barriers within the snow storage area on the east side of the intersection of 6th Street and Whiterock Street, as such location is depicted on Exhibit B, to limit vehicles inadvertently entering the Center's driveway at that location.
- g) Installing, decommissioning, repairing and maintaining any art, sculptures, benches, bike racks, or similar outdoor installations owned by or given to the Center.
- h) Bollards in the fire lane on the south side of the building shall be maintained in good working condition.
- i) Snow poles delineating areas to be plowed or blown by the Town and obstacles to avoid shall be installed by October 1st of each year in advance of the winter season.

6. Town Responsibilities for Grounds Maintenance, Snow Removal and Landscaping.

The Town is responsible for the following tasks:

- a) Removal of snow from certain pedestrian paths, fire lanes, and drop off zones, as shown on Exhibit B.
- b) Snow plowing when there is 3 inches or more of accumulation on driveways shown on Exhibit B which will occur between the hours of 12:00 am and 10:00 am, consistent with plowing operations throughout Town and the Town's snow management plan. Center is responsible for any plowing outside of those times.
- c) Snow removal when there is 1 inch or more from walkways shown on Exhibit B, which will occur between 7:00 am and 5:00 pm, consistent with walkway snow

removal operations throughout Town and the Town's snow management plan. The Center is responsible for any walkway snow removal outside of those times.

- d) Landscaping maintenance and repair including the maintenance of trees, shrubs, sod and other plantings, except for those plantings shown within the Center's area of responsibility, as shown on Exhibit C.
- e) Installation and maintenance of Public Art in accordance with the Town's Public Art Policy, provided that the Town shall first obtain the written consent of the Center.
- f) Maintenance of the irrigation system necessary for the preservation of the landscaping on the Premises including the irrigation pump and associated plumbing and electrical components.

7. Use of Premises and Character of Occupancy.

- a) The Center shall use the Premises only as a public non-profit center for such artistic, cultural, scientific and educational activities as are permitted by its articles of incorporation, bylaws, and applicable laws. The Center shall have control over the day-to-day management of the Premises, and shall allow use of the Premises by such groups and entities as it sees fit, provided that such character of use does not further any discrimination or preference that violates Section 10-11-10 of the Town Code, or that is based upon race, color, sex, creed, age, ancestry, physical or mental disability, marital status, gender, gender identification, sexual orientation, sexual identification, religion, ethnicity, national origin, family responsibility or political affiliation.
- b) The Town shall have the right to use the Premises at no cost for up to 10 days in any calendar year on an "as available" basis. In addition, the Town shall have the right to use the Premises for two (2) additional days per year at no cost for training for the Town Marshals' personnel and for training fire department personnel. The Town shall reserve the Premises in accordance with the Center's standard facility reservation process and procedures. In the event that the Town requests use of the Premises beyond the 12 free days allowed per year, the Town shall be allowed to use the Premises so long as the Town reserves the Center's facilities in accordance with the Center's standard facility reservation process and procedures and pays the Center its standard rates and fees for the use of the Center's facilities, provided however that the Town also shall receive a 20% discount on rental rates for use of the Premises for Town parks and recreation programs paid for by user fees.
- c) As required in the BOZAR approvals of the structure and site plan, the Center shall make every effort to mitigate the impacts of parking and traffic related to the Center's activities on an ongoing basis. This shall include the implementation of shuttle/valet parking to and from parking areas noted or future sites that may become available, the coordination of transit access to the site, and the devotion of

Center personnel to traffic control when events exceed 275 people within the Buildings on the Premises. The Center shall coordinate with other Town and REIJ school events in scheduling Center events, and place limitations on concurrent Center events, capping total Center occupancy at 400 people.

- d) Amplified sound shall not be permitted on the Premises, with the exception of the Alpenglow Stage.

8. Improvements and Alterations. If, at any time during the term of this Lease, or any extension hereof, the Center desires to make additions, alterations or modifications to the Premises, and if such additions, alterations, or modifications exceed a cost of Twenty-five Thousand Dollars (\$25,000.00), as modified upward or downward by the U.S. Department of Commerce Consumer Price Index, such additions, alterations, or modifications shall be approved in advance and in writing by the Town. The Center further agrees to implement and maintain the conditions for the structure and site plan for the Premises included in the attached Exhibit D, which were part of the BOZAR approvals of the structure and site plan.

9. Use of Fire Lane and Pedestrian Walkways. The Center may allow parking of tour buses as shown on Exhibit B. Bollards removed to allow access shall be removed for only as long as it takes a tour bus or other equipment vehicle to drive past them and then the bollards will be put back in place. Bollards shall not be left out of place during the loading/unloading period for any vehicle. The fire lane and pedestrian walkway on the south side of the building (as shown on Exhibit C) will only be used for loading and unloading of equipment for use in the theater, and will not be used for any other purpose. Day-to-day deliveries shall be made off of the 6th Street access.

10. Utilities. The Center shall be responsible for arranging and paying for all utilities used on the Premises, including but not limited to electricity, gas, water, sewer, trash collection and telecommunications services. The Center will also be responsible for annual testing of the backflow prevention device providing domestic water service to the Premises. The Town shall be responsible for annual testing of the backflow prevention device for park irrigation on grounds adjacent to the Center's facilities. The Center agrees that it will make its best efforts to conserve energy, use renewable energy sources, and implement best management practices to minimize the use of natural gas and electricity in its daily activities on the Premises and in the Buildings on the Premises. All lighting inside the Building shall remain on occupancy sensors with the exception of the lobby-entrance area, the community room and the theater. The Center further agrees that when any rooms in the Building including the lobby-entrance area, the community room and the theater are unoccupied, all lighting in these rooms (except "Exit" signs over the doors) will be turned off by sunset.

11. Insurance, Indemnification, and Use of Improvements as Collateral.

- a) The Center agrees to maintain in effect during the term of the Lease general public liability insurance, naming the Town as an additional insured, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit, as modified upward or downward every five (5) years during the term hereof, or of any

extension, by the U.S. Department of Commerce Consumer Price Index. The Center shall also maintain in effect such fire, casualty, and extended coverage insurance on the Premises during the term of the Lease as will guarantee the replacement value of the improvements and structures on the Premises. The Center will provide the Town with copies of appropriate insurance policies, as described above, within 10 days after the execution of this Agreement. The Center agrees to indemnify, hold harmless, and defend the Town, its officers, agents, and employees, against any claim for injury or damage caused by the act or omission of the Center or any other person for whose acts the Center is responsible arising from the Center's use of the Premises, but only to the extent of the Center's negligence.

- b) The Town may at its discretion, and, in accordance with Colorado law, agree in writing to allow the Center to use the improvements on the Premises to secure indebtedness related to the construction by the Center of additional improvements. The Center shall not otherwise allow the placement of any lien or other claim against the Premises by reason of any improvements placed upon the Premises, and the Center shall indemnify and defend the Town against any claim upon the property, whatsoever.

12. Town Representation on the Center's Board of Directors. The Town Council may appoint from time to time one of its members or another designated Town officer or employee, to represent the Town as an ex-officio non-voting member of the Center's Board of Directors. As such, said member or designated person shall be allowed to attend and speak at the Board's meetings, except meetings which are held as executive sessions to consider personnel, litigation, or other confidential matters, or meetings to discuss this Lease and matters directly related hereto.

13. Assignment. Neither the Town nor the Center shall assign this Lease to any third party.

14. Access to Premises. The Town shall have access to the Premises at any reasonable time for purposes of inspection or responding to emergencies which threaten injury to any person or harm the Premises and/or property thereon.

15. Crested Butte Community School Reunification. In an emergency necessitating evacuation of the Crested Butte Community School, the Center shall be made available for reunification of students and staff of the Crested Butte Community School.

16. Quiet Enjoyment. The Town represents that it has full right and power to execute this lease and to grant the estate demised herein and subject to other provisions of this Lease. The Town covenants with the Center that so long as this Lease remains in effect, the Center shall peaceably and quietly enjoy the Premises during the Terms of this Lease, subject and subordinate to all of the terms, covenants, and conditions of the Lease.

17. Default. Neither party shall have the right to terminate this Lease Agreement upon default by the other party in any covenant or condition unless such default remains uncured for a period of sixty (60) days following written notice to the defaulting party of such default. In the

event that any cure is prevented by weather or other circumstances beyond control of the Parties the deadline for curing such default shall be extended until sixty (60) days after the weather or other such circumstance has ceased to exist. If this Lease Agreement is so terminated, the Town may retake possession of the Premises upon sixty (60) days' written notice to the Center, and the Center shall surrender and return the Premises to the Town, together with all permanent improvements and fixtures belonging to the Town, in good condition, normal wear and tear excepted. In addition, the Center shall provide all necessary books, contracts, and other records and shall work with the Town or its designated representative to insure a smooth transfer of management without interruption of scheduled activity on the Premises. Nothing in this paragraph shall be deemed to limit the availability of specific performance or other causes of action as remedies for breach.

18. Execution and Ratification. This Agreement shall be ratified by resolution of the Board of Directors of the Center and subscribed and sealed by the President and Secretary of the Center no later than fifteen days after the effective date of the Ordinance of the Town approving this Agreement.

19. Notices and Addresses. Any notice required hereunder shall be delivered by certified mail to the Parties at the following addresses:

TOWN: P.O. Box 39
Crested Butte, CO 81224

CENTER: P.O. Box 1819
Crested Butte, CO 81224

20. Applicable Law, Choice of Venue. The Parties agree that Colorado law will be applicable to determine any dispute under this Lease and that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Lease, or any document related hereto, shall be the County or District Court of the County of Gunnison.

21. Attorney's Fees. It is agreed that if any action is brought in a court of law by either party as to the interpretation, enforcement, or construction of this Lease, or any document related hereto, the prevailing party in such action shall be entitled to judgment for reasonable attorney's fees and costs incurred in the prosecution or defense of such action.

22. Waiver. The failure of either party to insist in any one or more instances upon compliance with any of the terms, conditions, covenants, or agreements herein contained, or the failure of either party to exercise any option, privilege, or right here in contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such term, condition, covenant or agreement.

23. Captions. Captions used herein are for convenience only, and shall not be used to define, limit, or modify the intent or language of this Lease.

24. Severability. If any provision of this Lease, or the application thereof shall be found invalid, such invalidity shall not affect the validity of the remaining provisions or this Lease as a whole.

25. Entire Agreement, Amendment, Benefit. This Agreement represents the entire agreement between the Parties, and any amendment or modification hereto shall be in writing, executed by the Parties. Upon execution hereof, this Lease Agreement shall benefit and bind the Parties, as well as their successors, assigns and representatives.

IN WITNESS WHEREOF, the Parties hereby execute this Lease as of the day and year set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

THE CENTER FOR THE ARTS

By: _____
Its: President

ATTEST:

Secretary



Staff Report

January 21, 2020

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea Earley, Director of Public Works

Subject: **Ordinance No. 44, Series 2019 – An Ordinance of the Town Council of the Town of Crested Butte Authorizing a Potable Water Agreement for Lot 8, Trapper’s Crossing at Crested Butte, Gunnison County, Colorado**

Date: January 16, 2020

Summary: Ordinance No. 44 authorizes the Town of Crested Butte (Town) to enter into a Potable Water Service Agreement with Thomas M and Pamala L Turnbull (Owners) of Lot 8 at Trapper’s Crossing in Gunnison County pursuant to Town Municipal Code 13-1-280. The Code allows the Town to extend extraterritorial water service under certain conditions. In exchange for extending water services and waiving related fees, the Owners will grant the Town an easement for the purpose of installing the Town Pipeline and associated infrastructure.

Background: The Town’s intent is to secure a 15 c.f.s. municipal water right “Crested Butte Town Pipeline” from the Slate River that was initially decreed in 1974. In 2018, the Town acquired an easement from Ruby Ridge LLC for the purpose of installing the Town Pipeline. The Ruby Ridge Easement in conjunction with proposed Turnbull Easement would constitute the final easement needed to install the Town Pipeline. Furthermore, this easement would satisfy the due diligence requirement, as part of our Crested Butte Town Pipeline conditional water right case.

Recommendation: Staff recommends the Town Council continue the public hearing to the next council session.

Proposed Motion: Motion and a second to continue the public hearing for Ordinance No. 44, Series 2019 to the February 3, 2020 Council Meeting.

Attachments:

- Ordinance No. 44
 - Exhibit A - Water Service Agreement with Turnbull
- Easement Agreement with Turnbull
 - Exhibit A – Trappers Crossing Plat
 - Figure 1 – Lot 8 Town Pipeline Easement
- Request Letter from Turnbull
 - Exhibit A – Trappers Crossing Plat

Exhibit B – Title Commitment

ORDINANCE NO. 44

SERIES 2019

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE
AUTHORIZING A POTABLE WATER AGREEMENT FOR LOT 8, TRAPPER'S
CROSSING AT CRESTED BUTTE, GUNNISON COUNTY, COLORADO**

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

WHEREAS, the Town Code § 13-1-280(e)(5) authorizes the Town to provide at its sole discretion extraterritorial water service by written agreement; and

WHEREAS, Turnbull, the owner of property located outside the Town limits and legally described as Lot 8, Trapper's Crossing at Crested Butte, Gunnison County ("Property") desires to connect the Property to the Town Water System and receive potable water service from the Town at some future point; and

WHEREAS, the Town has agreed to provide potable water service to the Property pursuant to the terms and conditions of the Potable Water Agreement between the Town and Turnbull attached as Exhibit A to this Ordinance ("Potable Water Agreement") in exchange for Turnbull granting an easement for installation and operation of the Crested Butte Town Pipeline on the Property ("Easement"); and

WHEREAS, the grant of the Easement confers substantial public benefits to the Town.

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

Section 1. The Town Council hereby waives the system availability fee, tap fee and costs and expenses as more specifically set forth in Section 5 of the Potable Water Agreement.

Section 2. The Mayor is authorized to execute the Potable Water Agreement.

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

POTABLE WATER SERVICE AGREEMENT

THIS POTABLE WATER SERVICE AGREEMENT is made and entered into this ____ day of _____ 20__, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMALA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively “Parties”).

Recitals

- A. The Town is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado.
- B. The Town owns and operates the Town of Crested Butte water system (“Town Water System”) in accordance with the laws of the State of Colorado, and in accordance with the Crested Butte Home Rule Charter and Crested Butte Municipal Code (“Town Code”), and various other Town ordinances, rules, regulations, policies, and resolutions. This Agreement is entered into in conformity with and subject to such charter, Town Code, ordinances, rules, regulations, policies, and resolutions.
- C. The Town has in place certain requirements for the extension of water service and associated systems outside the Town’s boundaries codified in Section 13-1-280 of the Town Code. Pursuant to Town Code § 13-1-280(e)(5), the Town may provide extraterritorial water service by written agreement.
- D. The Town Water System includes a potable water line that intersects Meadow Drive in Gunnison County, Colorado. Meadow Drive is a utility easement (“Meadow Drive Utility Easement”) created by the Plat of Trapper’s Crossing at Crested Butte filed on April 26, 1990 and recorded at Reception No. 419857 of the Gunnison County Clerk and Recorder’s Office (“Trappers Crossing Plat”). The Meadow Drive Utility Easement is dedicated for the benefit of all lot owners within Trapper’s Crossing at Crested Butte, and their successors and assigns, “for the installation and maintenance of all utilities.”
- E. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 3177-000-01-007 (“Turnbull Property”). The Turnbull Property is legally described in attached **Exhibit A** as Lot 8, Trapper’s Crossing at Crested Butte, according to the Trappers Crossing Plat, and is located outside the Town’s municipal boundaries.
- F. Turnbull desires to utilize the Meadow Drive Utility Easement to connect the Turnbull Property to the Town Water System and receive potable water service from the Town at some future point.
- G. The Town is willing and able to provide potable water service to the Turnbull Property at the location of the Meadow Drive Utility Easement pursuant to the terms and conditions of this Agreement and in exchange for Turnbull simultaneously entering into an associated Easement

Agreement between the Parties. The Easement Agreement governs a grant of easement from Turnbull to the Town for installation and operation of a pipeline on the Turnbull Property for the Crested Butte Town Pipeline conditional water right (“Town Pipeline”) decreed to the Town on April 19, 1974 in Case No. W-2084, Division 4 Water Court.

H. The Town has determined that this Agreement and all covenants in this Agreement are necessary to comply with the Town Code and other policies. By entering into this Agreement, the Town is *not* representing that it is a regulated public utility or holding itself out to the public in general as capable of or intending to provide water service extraterritorially.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

Agreement

1. Water Service to Ruby Ridge Property. The Town shall provide potable water service to the Turnbull Property in a maximum amount of 0.533 acre-foot per year subject to the terms and conditions of this Agreement. This amount is based on 0.39 acre-foot of water per year for indoor use within the two (2) single-family dwellings on the Turnbull Property that collectively do not exceed 5,000 square feet in size and are occupied by 3.5 people using 100 gallons of water per person per day). It also includes up to 0.143 acre-foot of water per year to irrigate up to 2,500 square feet of outdoor lawns and gardens.

1.1 Limitations on Provision of Potable Water Service. This Agreement is solely for the supply of potable water service as described in this Section 1, and does not authorize any other expansion or extensions of uses, connections, or service. The Town’s water supply is dependent upon sources that are variable in quantity and quality beyond the Town’s reasonable control. Therefore, no liability shall attach to the Town under this Agreement on account of any failure to accurately anticipate the availability of water supply or on account of an actual failure of water supply due to inadequate runoff, drought, poor quality, failure of infrastructure, or other occurrence beyond the Town’s reasonable control. The Town agrees that it shall not treat actual or potential water users on the Turnbull Property differently than it treats actual or potential water users within the Town’s municipal boundaries except as provided for in this Agreement.

1.2 Irrigation Water Use. Turnbull may elect to irrigate up to 2,500 square feet of lawns and gardens on the Turnbull Property with potable water from the Town under this Agreement. Prior to commencing any such outdoor potable irrigation, Turnbull must verify to the Town that it is in compliance with Town Code § 13-3-10 et al. pertaining to backflow prevention and cross-connection control regulations. Turnbull shall accomplish any and all potable water irrigation in accordance with Town Code § 13-2-40 and the Town’s general water policies.

1.3 Raw Water Use. The Town shall not provide any raw water for irrigation or any other use to the Turnbull Property under this Agreement. However, nothing in this Agreement shall prevent Turnbull from using or seeking a separate/additional source of raw water supply in

accordance with Colorado water law governing the appropriation and use of water. In addition, nothing in this Agreement shall prevent the Town from taking any action in accordance with Colorado water law that it deems appropriate and necessary to protect its own water rights and supplies should Turnbull seek to change any existing or develop any new raw water rights or supplies on the Turnbull Property at any future point. There shall be no cross-connections between the Town Water System and any raw water supplies or infrastructure on the Turnbull Property. Turnbull shall install any necessary backflow prevention devices on any such raw water supplies or infrastructure on the Turnbull Property as required by Town Code § 13-3-10 et al., including but not limited to the backflow assembly described under paragraph 2 below and the inspection, testing, and repair requirements described in Town Code § 13-3-60 and under paragraph 2.3 below. Turnbull is responsible for the proper installation, maintenance, and testing of any requisite backflow prevention devices and for assuring that unprotected cross-connections or structural or sanitary hazards do not exist on the Turnbull Property.

1.4 Rules for Water Use. All provisions in this Agreement are rules and regulations governing the use of water on the Turnbull Property. Turnbull shall abide by the Town's ordinances, rules, and regulations governing the Town Water System as they apply additionally and equally to all Town Water System users, including but not limited to the Town Code provisions pertaining to conservation measures, curtailment during times of shortage, outdoor watering limitations, elimination of any actual or potential cross-connections, and utilization of water conservation devices. Turnbull agrees to take reasonable efforts to prevent waste of water, as "waste" is defined in the Town Code, on the Turnbull Property

1.5 Property Rights in Water. All water provided under this Agreement is on a contractual basis for use on the Turnbull Property and all property rights to such water are reserved to the Town. This Agreement does not bestow upon Turnbull any right to make a succession of uses of any potable water provided by the Town, and upon completion of the primary use of potable water on the Turnbull Property, all dominion over such water shall revert in its entirety back to the Town. However, subject to the general prohibition against waste set forth in this Section 1, Turnbull shall have no obligation to create any particular volume of return flow from use of the potable water provided under this Agreement. Turnbull shall cooperate with the Town to reasonably measure and report its return flows to the extent that such measuring and reporting are required by the Colorado State Engineer.

2. Connection to Town Water System. Turnbull may connect a water service line with a maximum size of one inch (1") to the Town Water System at a mutually agreeable location. Turnbull shall bear all expenses associated with installation and construction of the 1" line and all related infrastructure (collectively the "Turnbull Service Line"). Such infrastructure must include both a backflow prevention assembly and a meter located at the point where the Turnbull Service Line connects to the Town Water System. The Town will provide Turnbull with the appropriate meter at Turnbull's expense. Turnbull shall accomplish all construction and installation work relating to the Turnbull Service Line in a workmanlike manner and in accordance with the engineered plans reviewed and approved by the Town in accordance with Town Code § 13-1-280(d) & (e) and any other applicable sections. Upon completion of the installation, Turnbull's

professional engineer shall certify in writing to the Town that the work was accomplished in a workmanlike manner in conformity with the Town approved engineering plans and with the water service line engineering feasibility study and hydraulic analysis called for in Town Code § 13-1-280(d), including but not limited to certification of the adequacy of the backflow prevention assembly.

2.1 Preconstruction documents. Turnbull shall submit to the Town all plans and other documents called for by Town Code § 13-1-280 for review and approval and/or approval with conditions, in a timely manner prior to any construction pursuant to this Agreement.

2.2 Utility Easement. Turnbull shall be responsible at its sole effort and expense for securing or confirming any easements that it needs to connect the Turnbull Property to the Town Water System.

2.3 Inspection, Testing, and Repair. Turnbull shall ensure that the Turnbull Service Line and Property are available to Town representatives for inspection, as authorized in the Town Code, to confirm that the Turnbull Service Line and associated backflow prevention assembly and meter have been constructed and installed in accordance with the Town approved engineering plans and feasibility study, that no cross-connections or other structural or sanitary hazards exist, that no treated municipal water is being used for outdoor irrigation or aesthetic purposes other than as provided in this Agreement, and that Turnbull is in general compliance with all provisions in the Town Code and other Town ordinances, rules, regulations, and policies that govern the Town Water System. Specifically but not exclusively, a certified cross-connection control technician shall test the Turnbull Service Line backflow prevention assembly upon installation, and then once-per-year subsequently, at Turnbull's expense in accordance with Town Code § 13-3-60. If the backflow prevention assembly is ever found to be defective, Turnbull shall repair or replace the device for re-testing.

3. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). Turnbull shall be responsible for all OMR of the Turnbull Service Line and shall accomplish such OMR in a workmanlike manner. In the event that Turnbull plans a major repair or replacement to the Turnbull Service Line, it shall provide the Town with reasonable advance notice of the work to be undertaken and the estimated time of completion. In the event that the Town discovers an emergency situation or condition (such, but not limited to, a pipeline rupture), it shall make all reasonable attempts to promptly notify Ruby Ridge.

4. Sewer Service. This Agreement does not govern extension of the Town's sewer system to the Turnbull Property nor authorize Turnbull to receive municipal sewer services from the Town.

5. Fees and Costs/Expenses. Except as otherwise provided for below, Turnbull shall pay all fees and other charges required under this Agreement and Town Code § 13-1-280 in a timely manner. Any requisite sum that is not timely paid shall accrue interest at eighteen percent (18%) per annum, or the highest rate allowed by applicable law, whichever is less, commencing on the date such sum becomes due and owing.

Potable Water Service Agreement (Turnbull)
Page 6 of 9

Crested Butte, CO 81224
Phone: (970) 349-5338
Email: dmacdonald@crestedbutte-co.gov;
searley@crestedbutte-co.gov

With copy to: Patrick Miller & Noto, P.C.
Attn: Scott Miller; Danielle Van Arsdale
197 Prospector Drive, Ste. 2104A
Aspen, CO 81611
Phone: (970) 920-1030
Email: miller@waterlaw.com; vanarsdale@waterlaw.com

If to Turnbull: Thomas M. and Pamela L. Turnbull
P.O. Box 849
Hotchkiss, CO 81419
Phone: 970-640-3330
Email: mpturnbull@msn.com

With copy to:

10. No Regulated Public Utility Status; Extraterritorial Water Service Proprietary. By entering into this Agreement, the Town is *not* agreeing to serve any other properties with extraterritorial water service, the provision of which remains solely proprietary and within the Town's sole discretion. This Agreement further does not render the Town a regulated public utility that is compelled to serve other parties similarly situated to Turnbull. At no time shall Turnbull, or its successors or assigns, petition the Colorado Public Utilities Commission to acquire jurisdiction over any water service, fee, rate, or rate set by the Town. If the Town is ever determined to be a regulated public utility by virtue of this Agreement, this Agreement shall terminate in its entirety and be of no further force or effect.

11. Indemnification. Turnbull agrees to indemnify, defend, and hold the Town, and its elected officials, officers, employees, agents, attorneys, insurers, and insurance pools harmless from and against all liability, claims, damages, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with Turnbull's and/or its agents, representatives, or contractors' negligence or intentional misconduct in relation to installation, construction, use, or OMR of the Turnbull Service Pipeline or potable water delivered via the Turnbull Service Pipeline, or from Turnbull's failure to comply with any term or condition of this Agreement. Turnbull agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands at its sole expense, including, without limitation, court costs and attorneys' fees, whether or not any such alleged liability, claims, or demands are found to be groundless, false, or fraudulent.

12. Immunity. Nothing in this Agreement shall be construed to abrogate or diminish any protections and limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law.

13. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Easement Agreement between the Parties.

15. Recordation. Following execution, the Town shall record this Agreement in the Gunnison County Clerk and Recorder's Office.

16. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties.

17. Severability. If a court of competent jurisdiction ever holds any paragraph, term, or provision in this Agreement to be illegal or in conflict with any state or federal law, such determination shall not affect the validity of the Agreement's remaining paragraphs, terms, and provisions. The rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalidity.

18. Code Changes. References in this Agreement to any provision of the Code or to any other Town policy refer to any and all subsequent amendments or revisions to such Code or policy. Any amendment or revision shall have the same binding affect upon the Parties as the Code provision or Town policy in effect at the time of the execution of this Agreement.

19. Incorporation of Exhibits. The attached Exhibit A is incorporated into this Agreement by reference and is a material part of this Agreement.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Potable Water Service Agreement (Turnbull)
Page 8 of 9

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

Subscribed and sworn to before me this ____ day of _____ 2020 by James A. Schmidt as Mayor of the Town of Crested Butte.

Witness my hand and official seal.

My Commission expires: _____.

Potable Water Service Agreement (Turnbull)
Page 9 of 9

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by
Thomas M. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by Pamela
L. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____ 20__, by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (“Town”); and THOMAS M. AND PAMALA L. TURNBULL, individuals, whose address is P.O. Box 849, Hotchkiss, CO 81419 (“Turnbull”) (collectively “Parties”).

Recitals

A. The Town owns the Crested Butte Town Pipeline conditional water right (“Town Pipeline”). The Division 4 Water Court decreed the Town Pipeline in Case No. W-2084 on April 19, 1974 for 15.0 c.f.s. out of the Slate River for municipal use within the Town’s water delivery system (“Town Water System”) with an appropriation date of November 3, 1969.

B. Turnbull has acquired title to the real property located at 123 Meadow Drive, Gunnison County Parcel No. 317700001007 (“Turnbull Property”). The Turnbull Property is legally described in **Exhibit A** as Lot 8, Trappers Crossing at Crested Butte, according to the Plat filed on April 26, 1990 and recorded at Reception No. 419857 of the Gunnison County Clerk and Recorder’s Office (“Trappers Crossing Plat”), and is located outside the Town’s boundaries.

C. The Town desires to develop the Town Pipeline by installing a pump station or diversion structure on the southern bank of the Slate River on a neighboring property, and then piping water across the Turnbull Property and other properties to the Town of Crested Butte Reservoir.

D. Turnbull desires to grant to the Town an easement for installation of a segment of the Town Pipeline on, and delivery of water across, the Turnbull Property pursuant to the terms and conditions of this Agreement.

E. In exchange for the grant of easement, the Town agrees to enter into a Potable Water Service Agreement with Turnbull pursuant to the terms and conditions of this Agreement to allow the Turnbull Property to connect to the Town Water System.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

Agreement

1. Grant of Easement. Turnbull grants to the Town a perpetual easement across the Turnbull Property (“Town Pipeline Easement”) for the Town Pipeline in accordance with the specifications and terms and conditions contained in this Agreement. The purpose of the easement is for egress and ingress to excavate, construct, install, operate, inspect, maintain, clean, repair, and replace the Town Pipeline. The easement premises shall be thirty feet (30’) wide, fifteen feet (15’) from either side of the centerline of the Town Pipeline. The proposed alignment of the Town Pipeline is shown on **Figure 1**. However, Turnbull agrees that the Town may change the proposed alignment of the Town Pipeline prior to its construction and still retain and utilize the Town Pipeline Easement for

no additional consideration so long as the pipeline and easement still meet the parameters of this Agreement. Upon completion of the construction and installation of the Town Pipeline, the Town shall hire a licensed surveyor to prepare a surveyed description and mapped depiction of the actual location of the as-built pipeline as it crosses the Turnbull Property. The Town shall record the finished as-built surveyed easement at its expense within a reasonable time.

2. Non-exclusivity of Easement. Turnbull shall retain the right to use and enjoy the premises of the Town Pipeline Easement so long as such use and enjoyment does not unreasonably interfere with the Town's rights under this Agreement. Turnbull shall not install or allow location of any permanent improvements on the easement premises, including but not limited to buildings, sheds, trees, pavement, and other similar non-removable structures. In the event that Turnbull does erect, install, or allow any permanent improvements on the easement premises, Turnbull understands and agrees that the Town may remove such permanent improvements at Turnbull's expense after first giving Turnbull a reasonable opportunity to self-perform the removal. If such improvements cause damage to the Town Pipeline, Turnbull understands that such damage is in violation of the Town of Crested Butte Municipal Code and that the Town may pursue all available remedies thereunder. The Town shall have no responsibility or liability for any damage or destruction to the removed permanent improvements.

3. Proper Installation of the Town Pipeline. The Town shall bear all expenses associated with installation of the Town Pipeline. The Town shall accomplish all construction work relating to the installation in a workmanlike manner and in the location and under the parameters of the Town Pipeline Easement as set forth in paragraph 1 above. The Town shall complete such work expeditiously and, once started, shall pursue such work with reasonable diligence to completion. The Town shall locate the Town Pipeline underground at all points where it crosses the Turnbull Property. If any appurtenances to the Town Pipeline, such as vents or manholes, need to be located above ground for legitimate safety or other functionality reasons, the Town shall design, construct, and install any such above-ground infrastructure to appear as discrete as reasonably possible. Upon completion of the installation, the Town's professional engineer shall certify in writing that all work was accomplished in a workmanlike manner and in conformity with this Agreement.

4. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). The Town shall be responsible for all OMR of the Town Pipeline, and shall accomplish all OMR in a workmanlike manner to avoid or mitigate any damage to the Turnbull Property. In the event that the Town plans a major repair or replacement of the Town Pipeline within the premises of the Town Pipeline Easement, it shall provide Turnbull with reasonable advance notice of the work to be undertaken and the estimated time of completion. However, in the event of an emergency situation or condition (such as, but not limited to, a pipeline rupture) the Town may go onto the easement premises at any time to undertake any such repair or replacement work that it deems necessary to properly mitigate or resolve the emergency. In the event that Turnbull discovers an emergency situation or condition pertaining to the Town Pipeline, it shall make all reasonable attempts to promptly notify the Town as soon as possible.

5. Restoration of Surface Disturbance. If and to the extent the installation or OMR of the

Town Pipeline causes any disturbance to the Turnbull Property, including but not limited to the landscaping (excluding trees), gardens, lawns, or grounds, the Town shall regrade, restore, re-seed, and/or revegetate the disturbed areas with native grasses and shrubs to a reasonable extent at its expense. The Town shall warranty the survival of any such landscaping or revegetation work for two (2) years.

6. Consideration. The grant of easement governed by this Agreement is consideration for Town's grant of consent to Turnbull to connect the Turnbull Property to the Town Water System under the terms and conditions of the associated Potable Water Service Agreement between the Parties.

7. Liability to Others. Each Party shall be responsible for any and all claims, demands, actions, losses, liabilities, damages, or expenses of whatever sort, including attorneys' fees, incurred or suffered by any person or entity arising out of or in connection with such Party's use or occupation of the Town Pipeline Easement premises, including the use or occupation of the easement premises by any Party's agents, employees, contractors, invitees, or licensees. However, nothing in this Agreement shall be construed to abrogate or diminish any protections or limitations afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended, or any other law. In the event that the Parties or their respective officers, directors, members, employees, agents, contractors, representatives, heirs, or assigns may be held jointly and severally liable under any statute, decision, or other law providing for such joint and several liability for their respective activities on the easement premises, the obligations of each Party for damages shall be apportioned, as between the Town and Turnbull, in direct proportion to the contributions of each as measured by the acts and omissions of each that in fact caused such legal injury, damage, or harm. The Parties agree to indemnify one another to the extent necessary to assure proper apportionment.

8. Governing Law; Venue; Attorney Fees. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for all actions arising under this Agreement shall be Gunnison County, Colorado. If either Party takes legal action to enforce or defend any part of this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees and costs.

9. Binding Agreement. This Agreement and the governed grant of easement shall run with the burdened and benefitted lands and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances, and understandings of the Parties with respect to its subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. This paragraph does not apply to the Potable Water Service Agreement between the Parties.

11. Recordation. Following execution, the Town shall record this Agreement in the Gunnison

Easement Agreement (Turnbull)
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County Clerk and Recorder's Office.

12. Counterparts. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties.

WHEREFORE, the Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement (Turnbull)
Page 5 of 6

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

Subscribed and sworn to before me this ____ day of _____ 2020 by James A. Schmidt as Mayor of the Town of Crested Butte.

Witness my hand and official seal.

My Commission expires: _____.

Easement Agreement (Turnbull)
Page 6 of 6

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by Thomas M. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

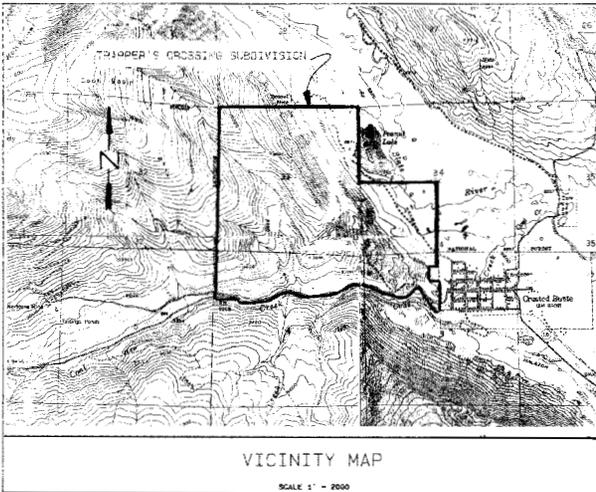
By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 2020 by Pamela L. Turnbull, individual.

Witness my hand and official seal.

My Commission expires: _____.



VICINITY MAP
SCALE 1" = 2000'

COMMENTS

1. Trapper's Crossing at Crested Butte is subject to the Declaration of Protective Covenants of Trapper's Crossing at Crested Butte recorded April 26, 1990, in Book 111, at page 517 of the records of Gunnison County, Colorado.
2. Trapper's Crossing at Crested Butte is subject to the Agreement between Trapper's Crossing, Ltd. and the Town of Crested Butte, Colorado, recorded April 26, 1990, in Book 111 at page 514 of the records of Gunnison County, Colorado.
3. All roads as set forth on the Plat are private roads and all duty to maintain such roads and to remove snow therefrom is the sole responsibility of Trapper's Crossing at Crested Butte Association and the individual Lot owners.
4. Gunnison County, Colorado has no duty to construct, maintain, repair or remove snow from the private roads.
5. All snow avalanche control shall remain the duty and responsibility of the Trapper's Crossing at Crested Butte Association and the individual Lot owners and Gunnison County, Colorado assumes no responsibility nor liability therefor.
6. Gunnison County, Colorado provides no winter maintenance to the Lots served by the Pitman Lake County Road, snow avalanches may occur in this area and persons traveling on the Pitman Lake County Road during the winter months do so at their own risk.
7. A perpetual easement for the cross country ski trails as set forth on the Plat is granted to the Town of Crested Butte, Colorado under the terms and conditions set forth in the Agreement.
8. All access roads to the designated building sites shall be constructed in the area set forth on the Plat.
9. A joint access road to serve Lots 4, 6 and 8 and a joint access road to serve Lots 15 and 16 are granted in the areas shown on the Plat and shall be subject to separate joint easement agreements between the respective Lot owners of said Lots.
10. The prior Plat of Trapper's Crossing at Crested Butte dated December 21, 1988 and filed December 27, 1989 bearing Reception No. 417941 of the records of Gunnison County, Colorado has been vacated in its entirety and this Plat of Trapper's Crossing at Crested Butte replaces and supersedes the prior Plat.

General Notes:

1. Basis of bearings of all field measurements is astronomical north as determined by solar observations.

STATEMENT OF SURVEYOR

I, James P. Furey, a registered Land Surveyor in the State of Colorado, certify that this plat and survey of TRAPPER'S CROSSING AT CRESTED BUTTE was made by me and under my supervision and that both are accurate to the best of my knowledge. Measurements have been found or set as shown on this plat.

I further certify that this plat and the Survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1966; and meets the accuracy requirements of a Class A Survey, as defined therein.



James P. Furey
James P. Furey, L.S. #11230
April 19, 1990
Date

DEDICATION

WHEN ALL MEN BY THESE PRESENTS: The undersigned, TRAPPER'S CROSSING, LTD., a Delaware limited partnership as the owner of the real property interests in Gunnison County, Colorado described as follows:

A tract of land within the following sections:

- all Section 33 Township 13 South, Range 86 West, 61stM
- SW1/4 Section 34 Township 13 South, Range 86 West, 61stM
- NW1/4 Section 3 Township 14 South, Range 86 West, 61stM
- N1/2 Section 4 Township 14 South, Range 86 West, 61stM

all within Gunnison County, Colorado, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 33 (as marked by a USGS brass cap monument) this corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
2. South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
3. South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
4. South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kehler Pass County Road (County Road No. 12);
5. North 85° 31' 28" East 194.52 feet along said center line;
6. 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 1450.00 feet;
7. North 78° 29' 39" East 79.65 feet along said center line;
8. 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
9. South 87° 17' 28" East 387.42 feet along said center line;
10. 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
11. South 47° 00' 32" East 82.88 feet along said center line;
12. 187.04 feet along said center line on a tangent curve to the left, said curve having a radius of 289.00 feet;
13. South 88° 13' 33" East 102.18 feet along said center line;
14. 238.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
15. North 71° 45' 12" East 129.24 feet along said center line;
16. 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
17. North 93° 33' 40" East 184.88 feet along said center line;
18. 183.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
19. North 58° 11' 31" East 121.10 feet along said center line;
20. 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
21. South 64° 10' 35" East 35.26 feet along said center line;
22. 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
23. South 76° 32' 50" East 140.49 feet along said center line;
24. 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
25. South 21° 29' 54" East 114.91 feet along said center line;
26. 316.87 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
27. North 89° 48' 58" East 37.33 feet along said center line;
28. 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
29. North 83° 32' 14" East 49.94 feet along said center line;
30. 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1380.00 feet;
31. North 76° 55' 24" East 487.14 feet along said center line;
32. 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
33. North 57° 47' 22" East 148.51 feet along said center line;
34. 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
35. North 78° 50' 81" East 118.25 feet along said center line;
36. 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
37. South 64° 17' 18" East 116.40 feet along said center line;
38. 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 985.00 feet;
39. South 89° 18' 58" East 160.31 feet along said center line;
40. 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
41. South 85° 37' 39" East 181.45 feet along said center line;
42. 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
43. South 81° 09' 08" East 136.30 feet along said center line;
44. 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
45. South 60° 43' 40" East 110.77 feet along said center line;
46. 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
47. North 48° 41' 20" East 288.26 feet along said center line;

48. 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
49. South 52° 11' 30" East 876.17 feet along said center line;
50. 269.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
51. North 87° 34' 14" East 50.30 feet along said center line;
52. North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
53. WEST 110.71 feet along said boundary;
54. NORTH 216.50 feet along the westerly boundary of said Smith property;
55. WEST 390.50 feet along the westerly boundary of said Smith property;
56. NORTH 595.50 feet along the westerly boundary of said Smith property;
57. EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
58. North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
59. North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
60. South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
61. North 1° 16' 02" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 34, that was conveyed from JAY O'NEAL in a deed recorded in Book 517 at Page 97 of the records of the Gunnison County Clerk and Recorder.

ALSO EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 3 that was conveyed from Durango Land and Coal Company to Crested Butte Light and Water Company in a deed recorded in Book 164 at Page 548 of the records of the Gunnison County Clerk and Recorder.

This tract contains 936 acres more or less. Bearings used herein are relative to astronomical north as determined by solar observations.

has laid out, plotted and subdivided the same as Trapper's Crossing at Crested Butte as shown on the Plat and does hereby dedicate to Trapper's Crossing at Crested Butte Association, a Colorado non-profit corporation, for the non-exclusive use and benefit of the owners of all Lots within Trapper's Crossing at Crested Butte, their heirs, successors and assigns, the private roads set forth on the Plat for vehicular and pedestrian ingress and egress and for the installation and maintenance of all utilities, either by the Association, any utility company, the dedicator, the Association or any Lot owner. There is dedicated to the Town of Crested Butte, Colorado the land shown as Public Lands as shown on the Plat under the terms and conditions set forth in the Agreement. There is further dedicated to Trapper's Crossing at Crested Butte Association the Reservoir Easement, Ejectment, and Pipeline Easement as shown on the Plat, for the installation, maintenance, repair, replacement and operation of those facilities as described in Case No. 89-CW-219 of the Water Court for Water Division 4, State of Colorado.

IN WITNESS WHEREOF, the dedicator has subscribed its name this 25th day of April, 1990.

TRAPPER'S CROSSING, LTD., a Delaware limited partnership, by FAR CORP., a Colorado corporation, general partner

By: *Ronald G. Spence*
Ronald G. Spence, President

STATE OF COLORADO)
County of Gunnison) ss.

The above and foregoing Dedication was acknowledged before me this 25th day of April, 1990 by Ronald G. Spence as President of Far Corp., a Colorado corporation, as General Partner of Trapper's Crossing, Ltd., a Delaware limited partnership.

Witness my hand and official seal
My commission expires 04-15-93 *Deegee Sebi*
Notary Public

CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this plat was filed in the office of the Clerk and Recorder of Gunnison County, Colorado on the 25th day of April, 1990. Reception No. 418357.

James P. Furey
James P. Furey
Clerk and Recorder of Gunnison County, Colorado

TRAPPER'S CROSSING AT CRESTED BUTTE
a subdivision within
SECTIONS 33 & 34, T13S, R86W, 6thPM
SECTION 3 & 4, T14S, R86W, 6thPM
GUNNISON COUNTY, COLORADO

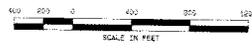
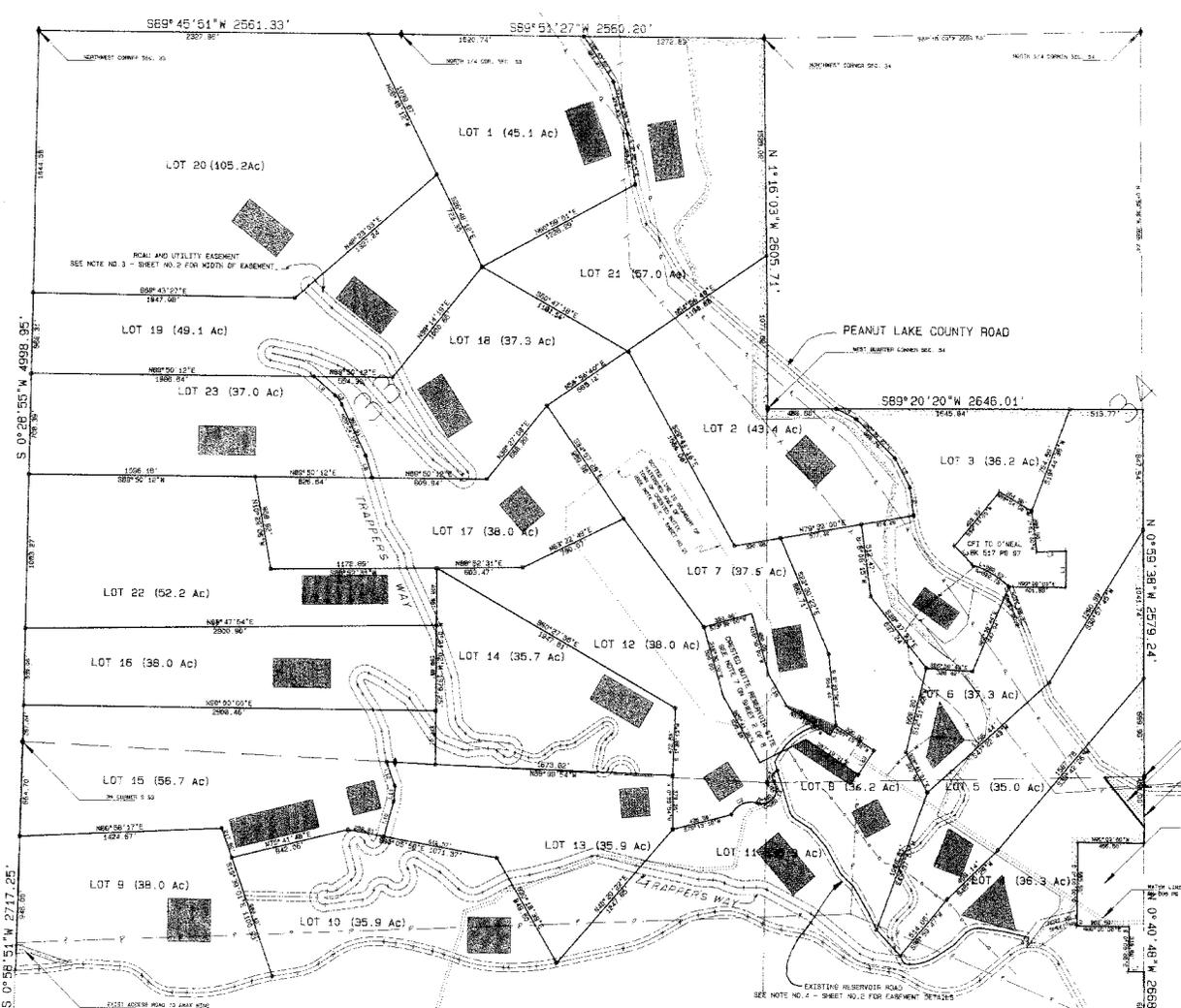
PREPARED DATE: April 19, 1990 TESTED DATE: _____

JAMES P. FUREY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1907, GUNNISON, CO. 81201

SHEET 1 OF 8

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Lot layout and easements	2
Driveways, leach fields and Shing easements	3
Expanded view NE quadrant	4
Expanded view SE quadrant	5
Expanded view SW quadrant	6
Expanded view NW quadrant	7
Expanded view of some easements	8



- SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)**
- This easement within Lot 4 was granted to Campbell by CPT and recorded in Book 217 at page 332 and is a 50 foot wide access easement (duplicate of this easement is recorded in Book 548 at page 01)
 - This easement (within Lot 4) is created by this plat and intended to grant an easement over the existing driveway leading from the O'Neal Property (Bk 517 at page 97) to the existing Peanut Lake County Road.
 - Road and Utility easement (called Trappers Way on this plat) is created by this plat and is to provide a road and utility easement to access all lots not presently accessed conveniently from the existing County Roads.
 - Reservoir Road - as displayed hereon is a easement created by this plat for a width of 20 feet on each side of the displayed center line for utilities and access. The center line of this easement is identical with the center line of the recorded easement to the Town of Crested Butte for an access road recorded in Book 393 at page 134, said license is for a width of 20 feet on each side of said center line.
 - Watershed Area - the dotted line (mostly within Lots 7 and 12) is the protected Watershed Area as defined on Watershed Map of the Town of the Town of Crested Butte, Colorado, creating the "W" Watershed District.
 - Water Line Easements to Town of Crested Butte (40 feet in width and shown as dotted parallel lines on plat) - the locations of the most recent easements are shown in a Quit Claim Deed (CPT to Town of Crested Butte, Colorado recorded in Bk 506 at page 524) but similar easements on essentially the same locations were created in favor of the Town of Crested Butte Water and Light Company. The water transmission easement from Coal Creek to the Reservoir was 45' Bk 373 at Page 134 and Bk 144 at page 547. The easement leading from the reservoir to Town is shown in its most recently recorded location (Bk 506 at page 524) but it was essentially the same location. The existing easement is 20 feet in width (along 10 feet on each side of the center line described in said Quit Claim Deed) - this plat creates an additional width on that easement of 20 feet so the total easement width is now 20 feet in width on each side of said center line for a total width of 40 feet.
 - Crested Butte Reservoir Site is shown on the plat in its most recent recorded location - it was recorded as two parcels - Bk 512 at page 278 is the larger and a smaller parcel for water tank location adjacent on the southeast corner of the larger parcel is recorded in Bk 563 at page 450. There are two previously recorded locations for the Reservoir site - being Bk 393 at page 134 and Bk 81 at page 45 - both of these previously recorded locations being essentially on the same location as displayed on this plat.
 - UTILITY EASEMENTS are reserved WITHIN all lots, said easements located on the lot lines and having a width of 10 feet, said easements being for construction and maintenance of buried utilities. Said utilities to serve lots within this subdivision. See sheet no. 8 of 8 for a drawing of said easements.

- LEGEND**
- Building Site
 - Town of Crested Butte Water Line Easement (see note 6 sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found 1886-0 standard brass cap monument at section corners and quarter corners.
 - Approximate location of buried water line to O'Neal property
 - Easement dedication to Town of Crested Butte
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Drove country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE	CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	N 0°00'00" E	257.487	1	108°56'01"	50.00	49.58	94.77	518°31'26"	81.21	
2	S 87°05'00" W	208.25	2	84°28'21"	150.00	136.18	221.15	S 87°05'00" W	201.66	
3	S 84°40'00" E	157.24	4	23°32'47"	290.00	49.47	79.87	N 57°20'34" W	79.34	
4	S 84°32'01" E	154.29	4	22°52'47"	350.00	49.58	94.77	S 16°33'12" W	81.21	
5	S 32°49'20" E	229.63	1	168°36'01"	50.00	49.58	94.77	S 16°33'12" W	81.21	
6	S 81°17'14" E	197.49	2	22°52'47"	200.00	40.47	79.87	N 57°20'34" W	79.34	
7	N 89°00'00" E	110.71	1	108°56'01"	50.00	49.58	94.77	S 16°33'12" W	81.21	
8	N 11°37'57" W	163.28	4	23°32'47"	290.00	49.47	79.87	N 57°20'34" W	79.34	
9	N 46°46'58" E	197.72	4	22°52'47"	350.00	49.58	94.77	S 16°33'12" W	81.21	
10	N 14°34'08" E	258.72	1	168°36'01"	50.00	49.58	94.77	S 16°33'12" W	81.21	
11	N 41°12'10" E	108.65	2	22°52'47"	200.00	40.47	79.87	N 57°20'34" W	79.34	
12	N 19°42'25" W	180.17	1	108°56'01"	50.00	49.58	94.77	S 16°33'12" W	81.21	
13	N 62°42'00" E	200.50	2	84°28'21"	150.00	136.18	221.15	S 87°05'00" W	201.66	
14	S 82°41'00" W	80.09	4	22°52'47"	200.00	40.47	79.87	N 57°20'34" W	79.34	
15	N 83°00'00" W	285.00								

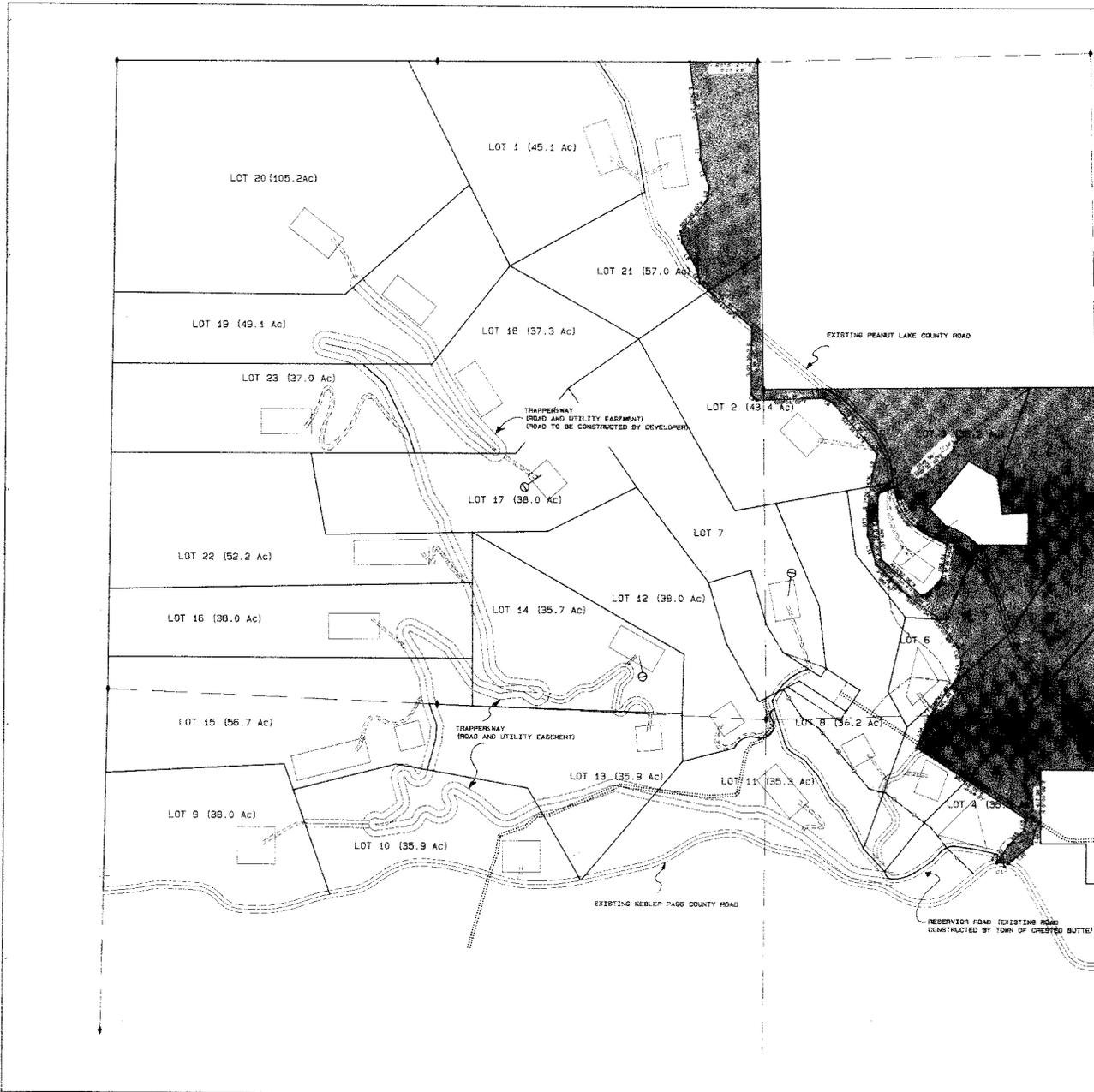
TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 9, 1990 LATEST REV. DATE: 00

JAMES P. FURRY
ENGINEER AND LAND SURVEYING
P. O. BOX 1307, GUNNISON, CO. 81230

SHEET 2 OF 8



SCALE IN FEET

TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S 18°09'32"E	232.44'		
3	S 10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S 29°05'24"E	247.79'		
6	S 10°10'57"E	108.60'		
7	S 43°08'12"E	80.52'		
8	S 40°58'32"E	56.73'		
9	S 13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S 16°16'04"E	240.33'		
12	S 15°20'41"E	125.79'		
13	S 13°38'41"W	111.82'		
14	S 21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S 45°56'55"W	168.17'		
17	S 33°44'55"W	176.74'		
18	N 50°03'24"E	256.48'		
19	N 9°32'29"E	107.90'		
20	N 34°14'57"E	79.09'		
21	N 41°34'14"W	162.47'		
22	S 60°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N 1°32'48"E	80.15'		
25	N 40°47'35"E	140.41'		

- LEGEND**
- Building Site
 - Town of Crested Butte Water line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Approximate location of existing buried water line to O'Neal property
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Cross country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)
 - Leach Fields (general area of location)
 - Access Driveway location.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

TRAPPER WAY to be constructed from its intersection with the Reservoir Road (at southwest corner of Lot 4) to its terminus at the lot boundary common to Lots 19 and 20. Road to have a traveled way, width of 20 feet from its beginning to the switchback in Lot 14 and thereafter a width of 18 feet to its terminus in Lot 20. Road to be constructed within the "road and utility easement" shown hereon.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

Lot 4 Drive Road to be constructed by Owners of Lots 5, 4 and 8 within the "road and utility easement" shown on these drawings (leads from the existing Reservoir Road to a terminus at the boundary common to Lots 5 and 4).

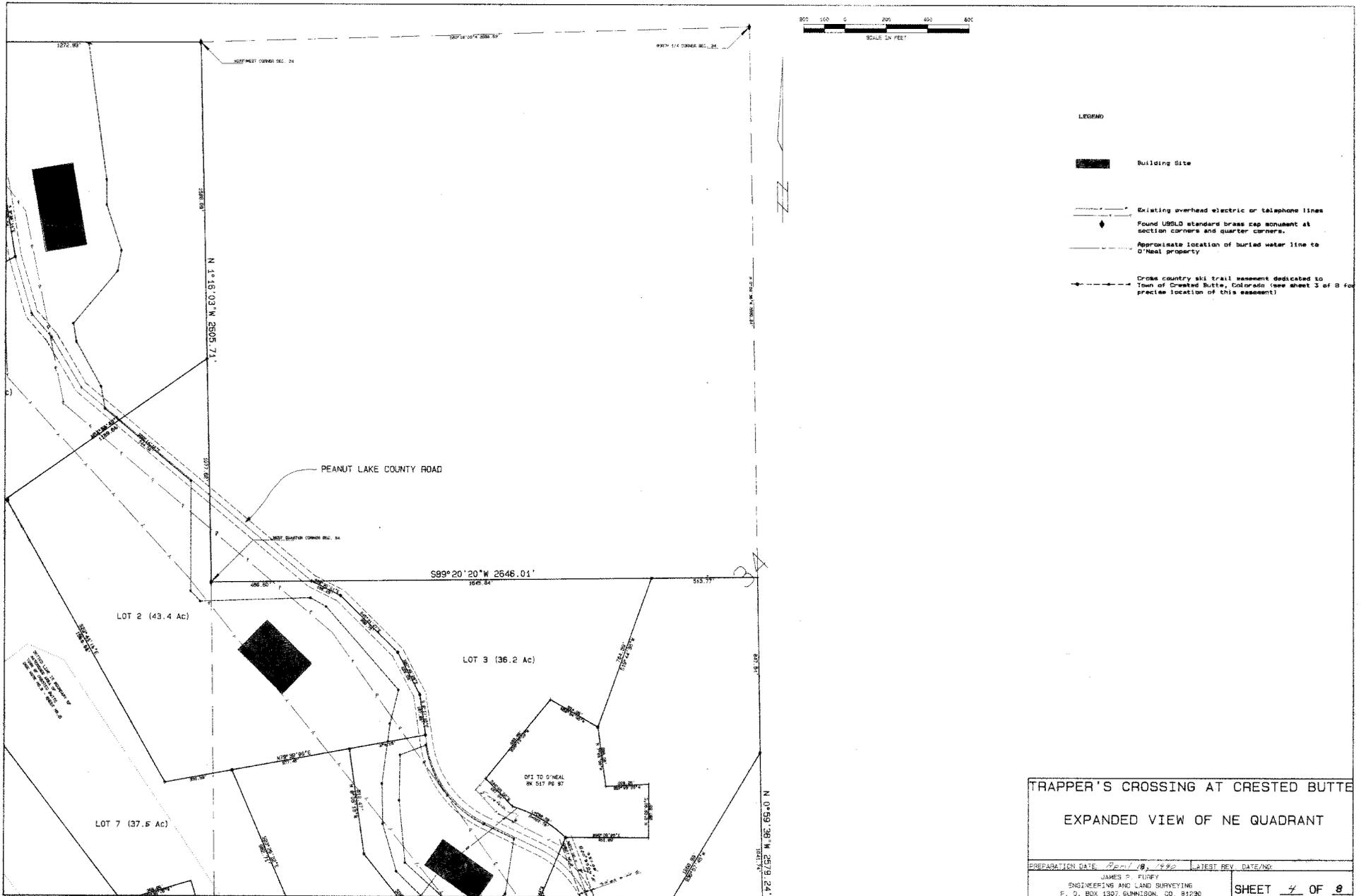
Lot 9 Drive Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).

Lot 12 Drive Road to be constructed by Owners of Lots 13 and 14 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 13 and 14).

TRAPPER'S CROSSING AT CRESTED BUTTE

ROADS, DRIVEWAYS, LEACH FIELDS AND SKIING EASEMENTS

PREPARATION DATE: <u>April 10, 1990</u>	LATEST REV. DATE/NO.
JAMES D. FURSEY ENGINEERING AND LAND SURVEYING P. O. BOX 1859, SURREY, CO. 81350	
SHEET <u>3</u> OF <u>8</u>	



TRAPPER'S CROSSING AT CRESTED BUTTE	
EXPANDED VIEW OF NE QUADRANT	
PREPARATION DATE: 10/1/99	LATEST REV. DATE/NO:
JAMES P. FUREY	
ENGINEERING AND LAND SURVEYING	
P. O. BOX 1307, GUNNISON, CO. 81230	
SHEET 4 OF 9	

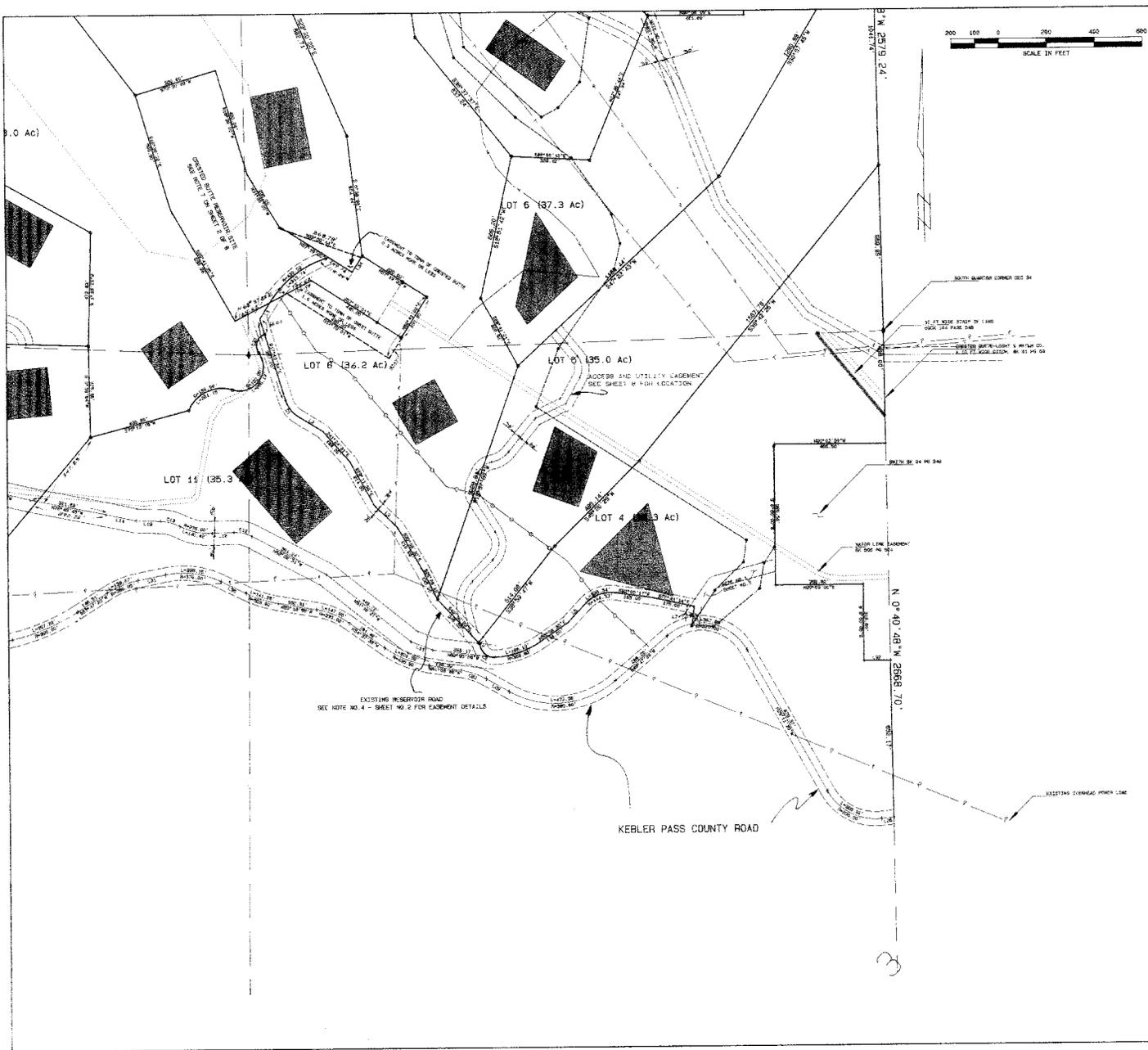


TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	S31°59'44"W	79.56'
2	S58°24'34"E	120.00'
3	S43°22'20"E	125.00'
4	S23°49'32"E	30.00'
5	N43°04'43"E	107.00'
7	S7°15'46"W	72.55'
11	N68°30'33"W	97.14'
12	S87°52'30"W	90.12'
13	N87°58'12"W	102.54'
14	N77°50'18"W	125.00'
28	S83°34'14"W	50.30'
29	N60°43'40"W	110.77'
30	N64°17'18"W	115.46'
31	S78°50'01"W	118.25'
32	N90°00'00"E	110.71'
33	N4°12'10"E	108.66'
34	S32°41'00"W	80.00'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	36.43	38.79	67.87	S89°14'02"E	62.94
12	29°44'50"	150.00	39.84	72.69	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.91

- LEGEND**
- Building Site
 - Town of Crested Butte Water line Easement (see note 6 sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found USGS standard brass cap monument at section corners and quarter corners.
 - Approximate location of buried water line to O'Neal property
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Cross country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)

TRAPPER'S CROSSING AT CRESTED BUTTE
 EXPANDED VIEW OF SE QUADRANT

PREPARATION DATE: April 23, 1990 LATEST REV. DATE/NO:

JAMES P. PURELY
 ENGINEERING AND LAND SURVEYING
 P. O. BOX 1307, BURNISOR, CO. 81630

SHEET 5 OF 8

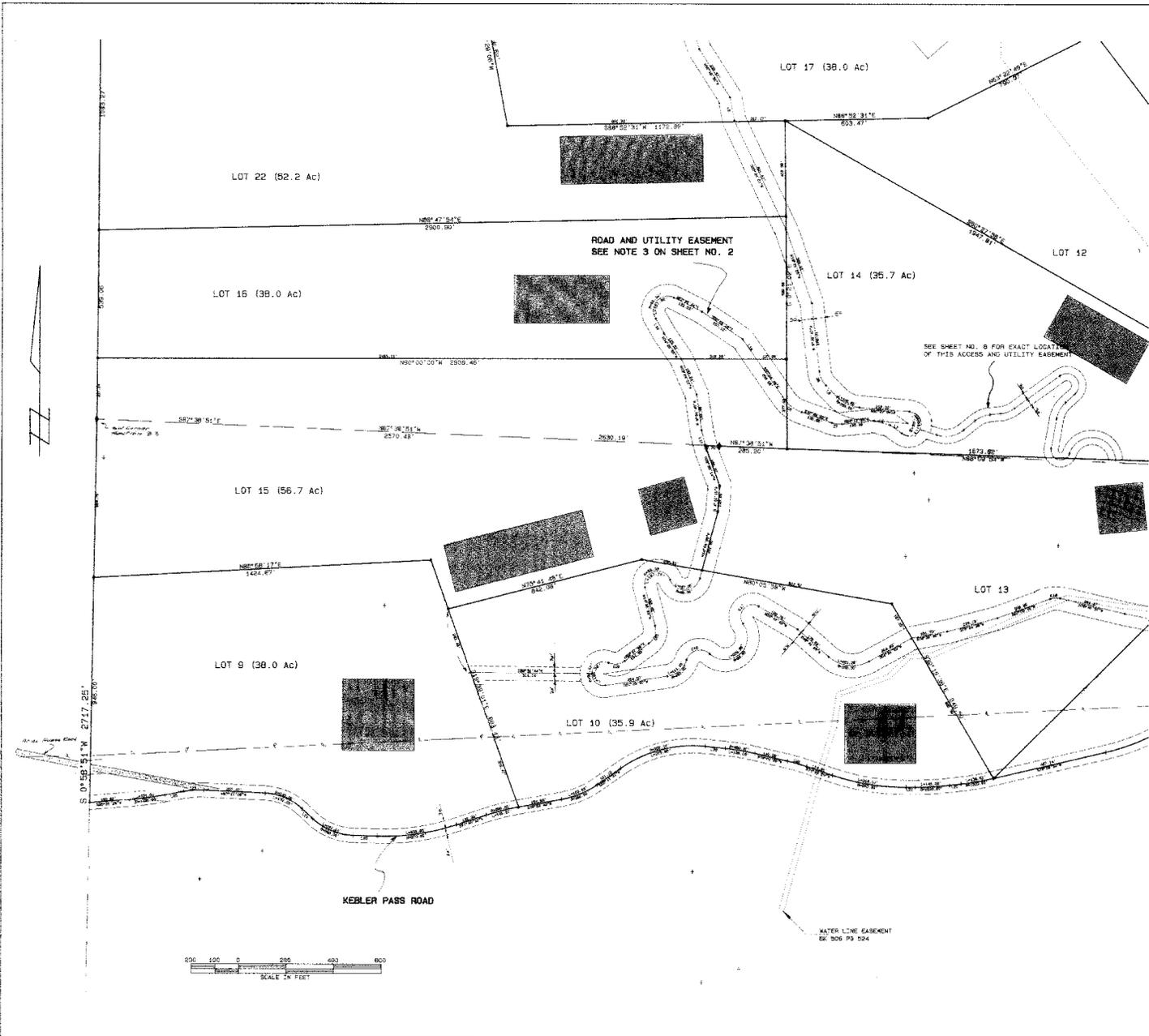


TABLE OF SHORT CURVE AND LINE SEGMENTS

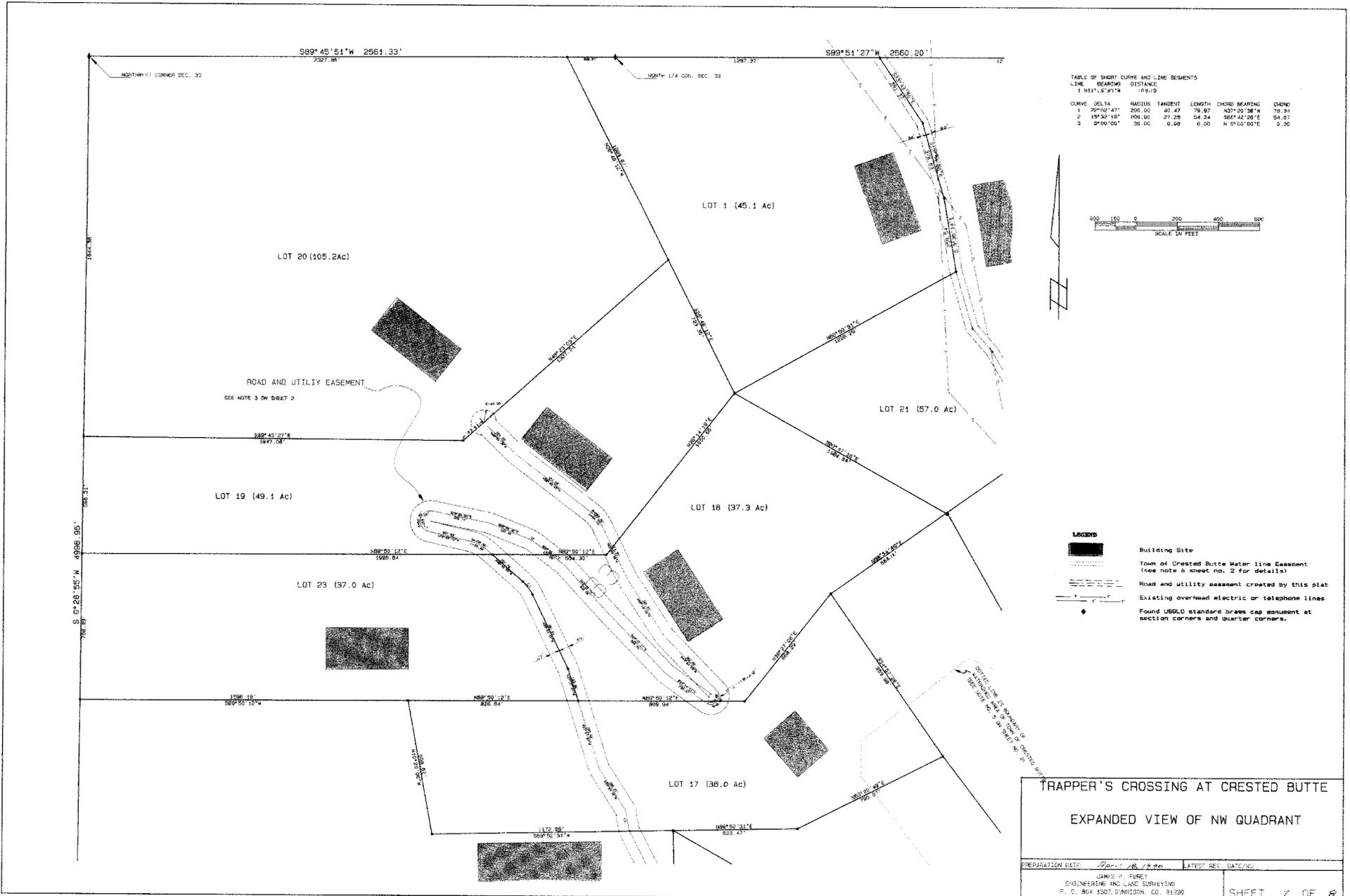
LINE	BEARING	DISTANCE
1	S23°33'47"W	149.80
2	S43°39'48"W	84.29
3	N75°53'59"W	150.00
4	S30°40'00"W	80.00
5	S31°59'46"W	79.86
6	S70°16'48"E	89.67
7	S84°56'28"E	89.70
8	N44°24'07"W	87.53
9	N11°15'51"W	104.19
10	S71°21'45"E	101.64
11	N61°09'07"E	81.65
12	N84°39'14"E	44.81
13	S49°04'32"W	52.84
14	N69°39'53"W	57.14
15	S87°56'30"W	80.12
16	N87°58'12"W	102.34
17	N13°37'02"W	87.60
18	N29°30'03"W	71.86
19	S36°04'48"E	100.87
20	S89°32'14"W	49.84
21	S89°40'08"W	37.23
22	N84°10'35"W	89.26
23	N89°13'23"W	110.18
24	N47°00'32"W	82.58
25	S79°29'58"W	79.85

CURVE	DELTA	CHORD	TANGENT	LENGTH	CHORD BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	S33°11'47"W	71.80
2	60°28'15"	100.00	36.25	105.48	S73°52'55"W	100.86
3	20°38'47"	200.00	40.47	79.87	N37°03'38"W	79.34
4	41°14'15"	119.60	45.00	86.08	S37°47'42"E	84.23
5	109°38'01"	80.00	88.88	84.77	S18°31'28"W	81.21
6	34°03'25"	150.00	45.99	68.24	S33°38'48"E	67.63
7	29°02'30"	100.00	22.21	43.71	S83°10'40"E	43.36
8	37°41'20"	100.00	34.00	66.67	N09°00'02"W	63.88
9	15°35'19"	200.00	87.26	54.24	S60°25'28"E	54.07
10	10°00'00"	30.00	0.00	0.00	N 0°00'00"E	0.00
11	35°34'47"	100.00	35.21	70.30	N87°47'51"E	69.33
12	38°08'58"	120.00	30.34	63.18	N68°30'22"E	62.45
13	37°48'30"	120.00	41.86	72.12	N57°11'04"W	71.83
14	29°44'58"	150.00	38.64	77.89	N77°15'51"W	77.01
15	29°16'05"	190.00	42.30	83.24	N79°25'08"W	80.57
16	33°29'38"	75.00	29.96	40.74	S68°52'59"W	40.16
17	109°38'05"	50.00	50.00	138.71	S41°52'28"W	87.93
18	114°42'40"	60.00	60.86	125.13	S75°05'50"W	101.04
19	90°28'54"	75.00	36.99	72.87	N62°42'22"E	69.45
20	88°34'30"	70.00	47.73	89.78	N19°40'42"E	78.87
21	168°03'58"	45.00	382.70	117.33	S 0°02'53"W	78.87
22	0°23'00"	90.00	88.32	84.67	N94°11'22"W	84.54
23	15°15'50"	375.00	43.44	85.48	S60°18'05"W	86.30

- LEGEND**
- Building Site
 - Town of Crested Butte Water Line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found URSLO standard brass cap monument at section corners and quarter corners.

TRAPPER'S CROSSING AT CRESTED BUTTE
EXPANDED VIEW OF SW QUADRANT

PREPARATION DATE: April 19, 1980 LATEST REV. DATE/NO:
 JAMES P. FURRY
 ENGINEERING AND LAND SURVEYLING
 P. O. BOX 1367, GUNNISON, CO. 81030



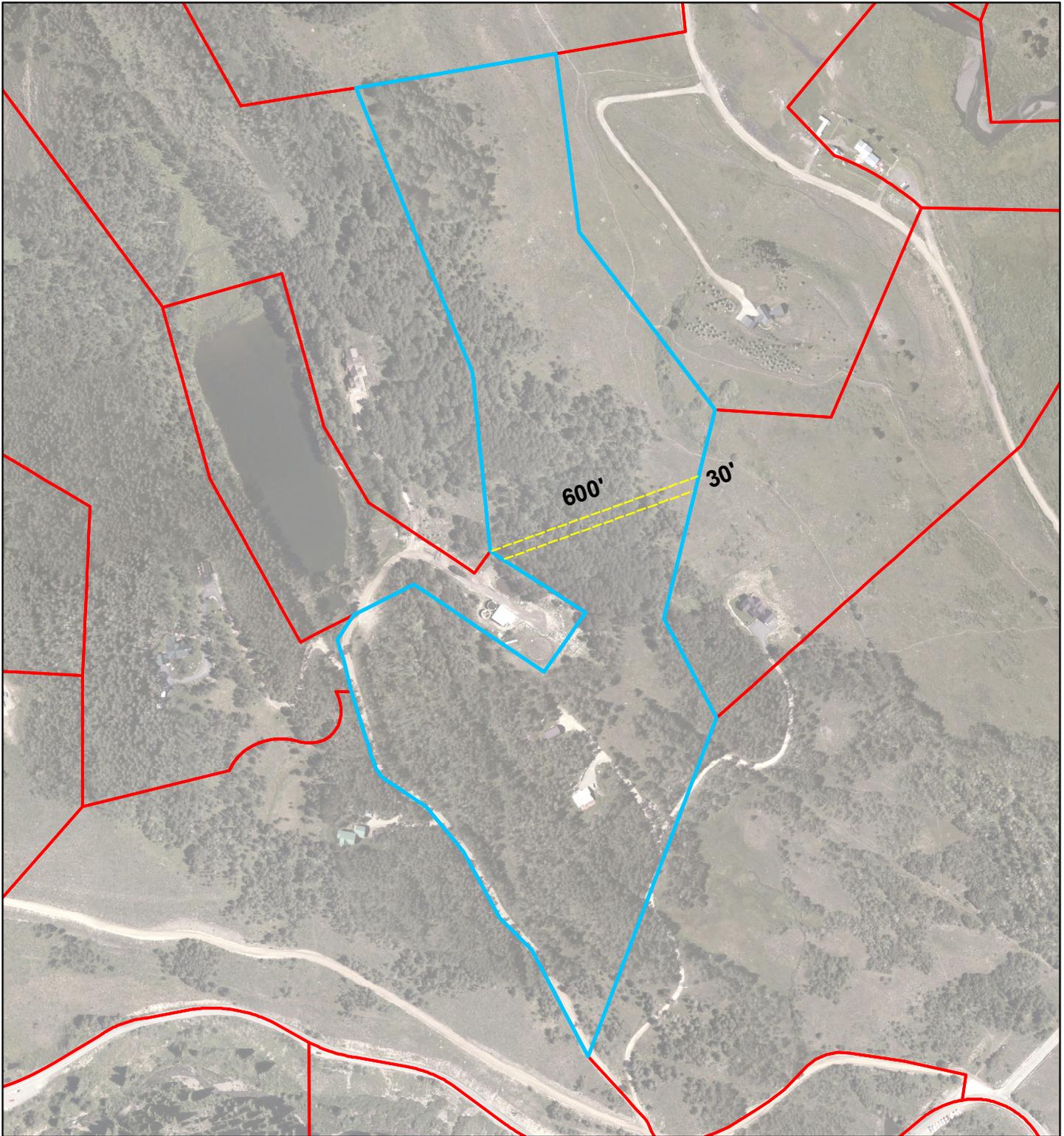


FIGURE 1 - Approximate Location of Water Line Easement for Lot 8 Trapper's Crossing at Crested Butte

- Lot 8 Trapper's Crossing at Crested Butte
- Parcel Boundaries
- Trails
- Water Line Easement



December 4, 2019

Town of Crested Butte
Attn: Dara MacDonald
PO BOX 39
Crested Butte, CO 81224

RE: Request for Extension of Water Service Beyond Town Boundaries

Dara MacDonald

Thomas M. Turnbull and Pamela L. Turnbull (Owners) are hereby providing a written request to extend potable water services beyond the Town of Crested Buttes (Town) boundaries. The Owners wish to connect to the water transmission line, which is located within a 30' wide easement that crosses the Owner's Property. In return, the Town will receive an easement to construct the Town Pipeline across the Owner's Property.

Pursuant to Section 13-1-280 of the Town of Crested Butte Municipal Code, the owner is required to provide a written request to the Town Manager, which shall include:

1. A legal description of the real property to be served
2. A description of the nature and scope of the land owner's proposed development
3. A statement as to the timing of the completion of the development
4. An estimate as to the probable flow requirements
5. A description with copies of all supporting documents of the property rights that allow for such an extension.

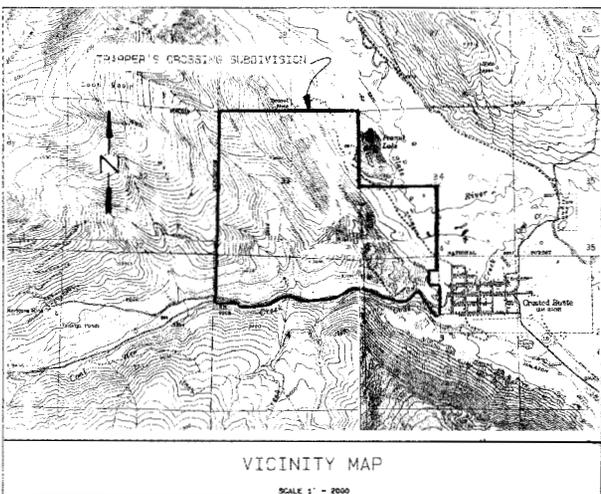
The legal description of the property is Lot 8, Trappers Crossing at Crested Butte and further illustrated in **Exhibit A**. The property has already been developed and includes a primary single family dwelling unit and a detached garage with a second single family dwelling unit. The primary unit and garage unit have a living area of 1,478 and 1,339 square feet, respectively, for a total living area of 2,817 square feet. At this time, the Owner does not wish to actively pursue the connection of a potable water service to the Town's transmission line; however, the Owners would like to have the option to connect to the Town's water system at a future date. With respect to probable flow requirements, the Owner is requesting a 1 inch potable service line. Depending on certain dynamic factors, a 1 inch service line can provide approximately 15 gpm of water. Once the Owner decides to connect to the Town's transmission line, the Owner will be required to perform an Engineering Feasibility Study, which will ascertain water demands. Finally, a copy of the title commitment to the property is attached as **Exhibit B**. Also attached as **Exhibit A** is the Trappers Crossing Plat, which shows the Town's 30 foot wide Water Transmission Line Easement.

Per the Agreement Regarding Municipal Water Service between the Owners and Town dated December 4, 2019, this letter constitutes the filing of a written request. If you should have any questions regarding this request, feel free to contact us at 970-640-3330 or email at mpturnbull@msn.com.

Sincerely

Thomas M. Turnbull
Owner

Pamela L. Turnbull
Owner



VICINITY MAP

SCALE 1" = 2000'

COMMENTS

1. Trapper's Crossing at Crested Butte is subject to the Declaration of Protective Covenants of Trapper's Crossing at Crested Butte recorded April 26, 1990, in Book 111, at page 517 of the records of Gunnison County, Colorado.
2. Trapper's Crossing at Crested Butte is subject to the Agreement between Trapper's Crossing, Ltd. and the Town of Crested Butte, Colorado, recorded April 26, 1990, in Book 111 at page 514 of the records of Gunnison County, Colorado.
3. All roads as set forth on the Plat are private roads and all duty to maintain such roads and to remove snow therefrom is the sole responsibility of Trapper's Crossing at Crested Butte Association and the individual Lot owners.
4. Gunnison County, Colorado has no duty to construct, maintain, repair or remove snow from the private roads.
5. All snow avalanche control shall remain the duty and responsibility of the Trapper's Crossing at Crested Butte Association and the individual Lot owners and Gunnison County, Colorado assumes no responsibility nor liability therefor.
6. Gunnison County, Colorado provides no winter maintenance to the Lots served by the Pitman Lake County Road, snow avalanches may occur in this area and persons traveling on the Pitman Lake County Road during the winter months do so at their own risk.
7. A perpetual easement for the cross country ski trails as set forth on the Plat is granted to the Town of Crested Butte, Colorado under the terms and conditions set forth in the Agreement.
8. All access roads to the designated building sites shall be constructed in the area set forth on the Plat.
9. A joint access road to serve Lots 4, 6 and 8 and a joint access road to serve Lots 15 and 16 are granted in the areas shown on the Plat and shall be subject to separate joint easement agreements between the respective Lot owners of said Lots.
10. The prior Plat of Trapper's Crossing at Crested Butte dated December 21, 1989 and filed December 27, 1989 bearing Reception No. 417941 of the records of Gunnison County, Colorado has been vacated in its entirety and this Plat of Trapper's Crossing at Crested Butte replaces and supersedes the prior Plat.

General Notes:

1. Basis of bearings of all field measurements is astronomical north as determined by solar observations.

STATEMENT OF SURVEYOR

I, James P. Furey, a registered Land Surveyor in the State of Colorado, certify that this plat and survey of TRAPPER'S CROSSING AT CRESTED BUTTE was made by me and under my supervision and that both are accurate to the best of my knowledge. Measurements have been found or set as shown on this plat.

I further certify that this plat and the Survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1966; and meets the accuracy requirements of a Class A Survey, as defined therein.



James P. Furey
James P. Furey, L.S. #11230
April 19, 1990
Date

DEDICATION

WHEN ALL MEN BY THESE PRESENTS: The undersigned, TRAPPER'S CROSSING, LTD., a Delaware limited partnership as the owner of the real property interests in Gunnison County, Colorado described as follows:

A tract of land within the following sections:

- all Section 33 Township 13 South, Range 86 West, 61thM
- SW1/4 Section 34 Township 13 South, Range 86 West, 61thM
- NW1/4 Section 3 Township 14 South, Range 86 West, 61thM
- N1/2 Section 4 Township 14 South, Range 86 West, 61thM

all within Gunnison County, Colorado, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 33 (as marked by a USGS brass cap monument) this corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
2. South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
3. South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
4. South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kebler Pass County Road (County Road No. 12);
5. North 05° 31' 28" East 194.52 feet along said center line;
6. 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 375.00 feet;
7. North 78° 29' 39" East 79.65 feet along said center line;
8. 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
9. South 87° 17' 28" East 187.42 feet along said center line;
10. 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
11. South 47° 00' 32" East 82.88 feet along said center line;
12. 147.04 feet along said center line on a tangent curve to the left, said curve having a radius of 265.00 feet;
13. South 88° 13' 33" East 102.18 feet along said center line;
14. 128.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
15. North 71° 45' 12" East 129.24 feet along said center line;
16. 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
17. North 10° 33' 40" East 184.88 feet along said center line;
18. 143.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
19. North 58° 11' 31" East 121.10 feet along said center line;
20. 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
21. South 64° 10' 30" East 35.26 feet along said center line;
22. 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
23. South 78° 32' 50" East 140.49 feet along said center line;
24. 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
25. South 1° 29' 54" East 114.91 feet along said center line;
26. 316.07 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
27. North 89° 48' 54" East 37.33 feet along said center line;
28. 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
29. North 83° 32' 14" East 49.94 feet along said center line;
30. 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
31. North 76° 55' 24" East 487.14 feet along said center line;
32. 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
33. North 57° 47' 22" East 148.51 feet along said center line;
34. 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
35. North 78° 50' 01" East 118.25 feet along said center line;
36. 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
37. South 64° 17' 18" East 116.40 feet along said center line;
38. 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
39. South 89° 18' 58" East 160.31 feet along said center line;
40. 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
41. South 85° 37' 39" East 181.45 feet along said center line;
42. 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
43. South 81° 09' 08" East 136.30 feet along said center line;
44. 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
45. South 60° 43' 40" East 110.77 feet along said center line;
46. 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
47. North 48° 41' 20" East 288.26 feet along said center line;

48. 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
49. South 52° 11' 30" East 876.17 feet along said center line;
50. 269.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
51. North 87° 34' 14" East 50.30 feet along said center line;
52. North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
53. WEST 110.71 feet along said boundary;
54. NORTH 216.50 feet along the westerly boundary of said Smith property;
55. WEST 390.50 feet along the westerly boundary of said Smith property;
56. NORTH 595.50 feet along the westerly boundary of said Smith property;
57. EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
58. North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
59. North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
60. South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
61. North 1° 16' 02" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 34, that was conveyed from JAY O'NEAL in a deed recorded in Book 517 at Page 97 of the records of the Gunnison County Clerk and Recorder.

ALSO EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 34 that was conveyed from Durango Land and Coal Company to Crested Butte Light and Water Company in a deed recorded in Book 164 at Page 548 of the records of the Gunnison County Clerk and Recorder.

This tract contains 936 acres more or less. Bearings used herein are relative to astronomical north as determined by solar observations.

has laid out, platted and subdivided the same as Trapper's Crossing at Crested Butte as shown on the Plat and does hereby dedicate to Trapper's Crossing at Crested Butte Association, a Colorado non-profit corporation, for the non-exclusive use and benefit of the owners of all Lots within Trapper's Crossing at Crested Butte, their heirs, successors and assigns, the private roads set forth on the Plat for vehicular and pedestrian ingress and egress and for the installation and maintenance of all utilities, either by the Association, any utility company, the dedicant, the Association or any Lot owner. There is dedicated to the Town of Crested Butte, Colorado the land shown as Public Lands as shown on the Plat under the terms and conditions set forth in the Agreement. There is further dedicated to Trapper's Crossing at Crested Butte Association the Reservoir Easement, Ejectment, and Pipeline Easement as shown on the Plat, for the installation, maintenance, repair, replacement and operation of those facilities as described in Case No. 89-CW-219 of the Water Court for Water Division 4, State of Colorado.

IN WITNESS WHEREOF, the dedicant has subscribed its name this 25th day of April, 1990.

TRAPPER'S CROSSING, LTD., a Delaware limited partnership, by FAR CORP., a Colorado corporation, general partner

By: *Ronald G. Spence*
Ronald G. Spence, President

STATE OF COLORADO) ss.
County of Gunnison

The above and foregoing Dedication was acknowledged before me this 25th day of April, 1990 by Ronald G. Spence as President of Far Corp., a Colorado corporation, as General Partner of Trapper's Crossing, Ltd., a Delaware limited partnership.

Witness my hand and official seal. *Dee Dee Sehn*
My commission expires 04-15-93. *Dee Dee Sehn*
Notary Public

CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this plat was filed in the office of the Clerk and Recorder of Gunnison County, Colorado on the 25th day of April, 1990. Reception No. 48357.

James P. Furey
Notary Public
Clerk and Recorder of Gunnison County, Colorado

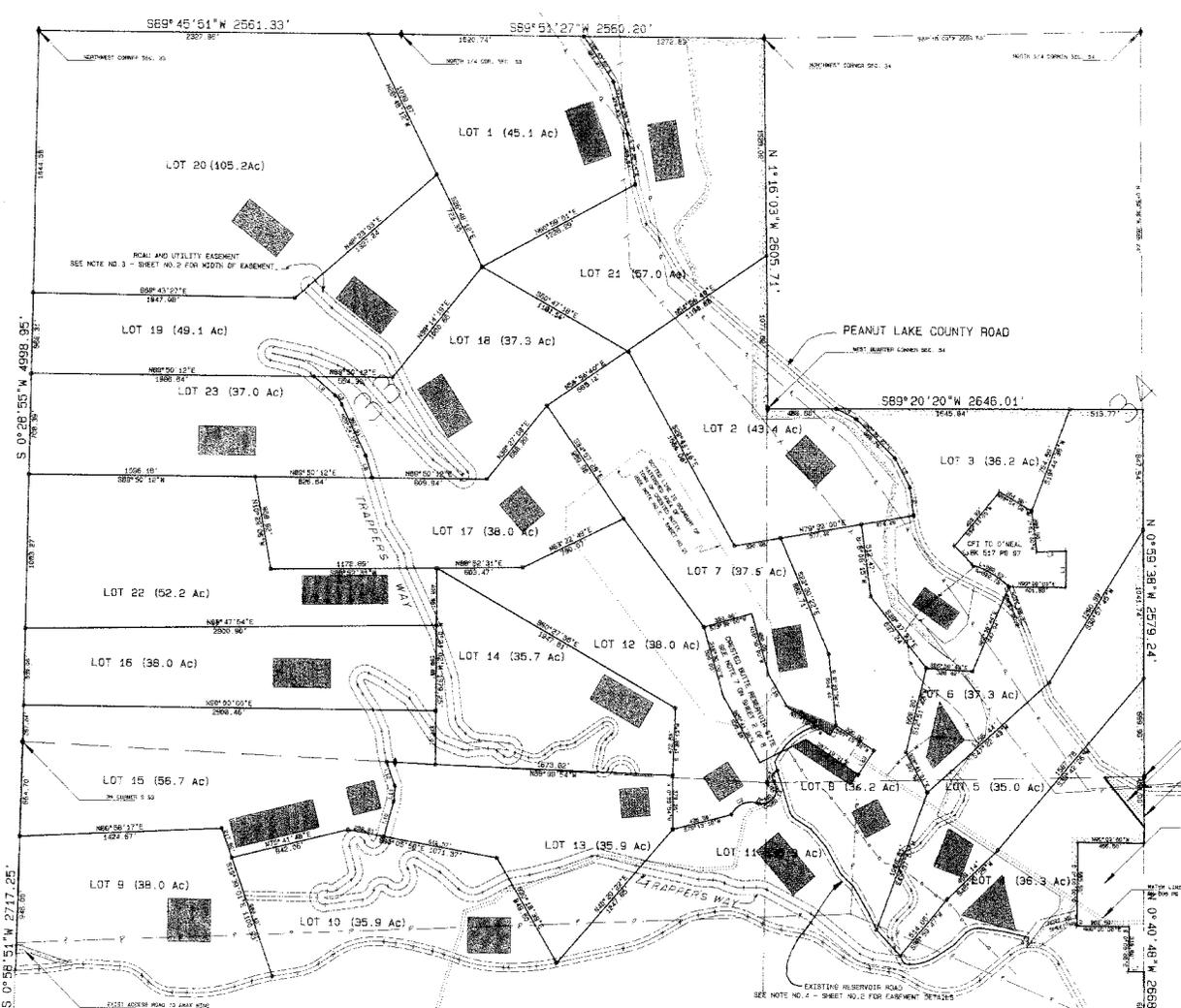
TRAPPER'S CROSSING AT CRESTED BUTTE
a subdivision within
SECTIONS 33 & 34, T13S, R86W, 6thPM
SECTION 3 & 4, T14S, R86W, 6thPM
GUNNISON COUNTY, COLORADO

PREPARED DATE: April 19, 1990
JAMES P. FUREY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1907, GUNNISON, CO. 81035

SHEET 1 OF 8

TABLE OF CONTENTS

Description of sheet	sheet #
Vicinity Map, Dedication	1
Lot layout and easements	2
Driveways, leach fields and Shing easements	3
Expanded view NE quadrant	4
Expanded view SE quadrant	5
Expanded view SW quadrant	6
Expanded view NW quadrant	7
Expanded view of some easements	8



SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)

1. This easement within Lot 4 was granted to Campbell by CPT and recorded in Book 217 at page 332 and is a 50 foot wide access easement (duplicate of this easement is recorded in Book 548 at page 01)
2. This easement (within Lot 4) is created by this plat and intended to grant an easement over the existing driveway leading from the O'Neal Property (Bk 517 at page 97) to the existing Peanut Lake County Road.
3. Road and Utility easement (called Trappers Way on this plat) is created by this plat and is to provide a road and utility easement to access all lots not presently accessed conveniently from the existing County Roads.
4. Reservoir Road - as displayed hereon is a easement created by this plat for a width of 20 feet on each side of the displayed center line for utilities and access. The center line of this easement is identical with the center line of the recorded easement to the Town of Crested Butte for an access road recorded in Book 393 at page 134, said license is for a width of 20 feet on each side of said center line.
5. Watershed Area - the dotted line (mostly within Lots 7 and 12) is the protected Watershed Area as defined on Watershed Map of the Town of the Town of Crested Butte, Colorado, creating the "W" Watershed District.
6. Water Line Easements to Town of Crested Butte (40 feet in width and shown as dotted parcel on plat) - The locations of the most recent easements are shown in a Quit Claim Deed (CPT to Town of Crested Butte, Colorado recorded in Bk 506 at page 524) but similar easements on essentially the same locations were created in favor of the Town of Crested Butte Water and Light Company. The water transmission easement from Coal Creek to the Reservoir was 65' Bk 373 at Page 134 and Bk 144 at page 547. The easement leading from the reservoir to Town is shown in its most recently recorded location (Bk 506 at page 524) but it was essentially the same location. The existing easement is 20 feet in width (along 10 feet on each side of the center line described in said Quit Claim Deed) - this plat creates an additional width on that easement of 20 feet so the total easement width is now 20 feet in width on each side of said center line for a total width of 40 feet.
7. Crested Butte Reservoir Site is shown on the plat in its most recent recorded location - It was recorded as two parcels - Bk 512 at page 278 is the larger and a smaller parcel for water tank location adjacent on the southeast corner of the larger parcel is recorded in Bk 563 at page 450. There are two previously recorded locations for the Reservoir site - being Bk 393 at page 134 and Bk 81 at page 65 - both of these previously recorded locations being essentially on the same location as displayed on this plat.
8. UTILITY EASEMENTS are reserved WITHIN all lots, said easements located on the lot lines and having a width of 10 feet, said easements being for construction and maintenance of buried utilities. Said utilities to serve lots within this subdivision. See sheet no. 8 of B for a drawing of said easements.

LEGEND

- Building Site
- Town of Crested Butte Water Line Easement (see note 6 sheet no. 2 for details)
- Road and utility easement created by this plat
- Existing overhead electric or telephone lines
- Found 1886 LC standard brass cap monument at section corners and quarter corners.
- Approximate location of buried water line to O'Neal property
- Easement dedication to Town of Crested Butte
- Surface water course easement to be 10 feet wide on each side of existing primary water course.
- Drove country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of B for precise location of this easement)

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00"E	257.487
2	S 87°05'00"W	208.25
3	S 84°40'00"E	187.24
4	S 84°32'01"W	154.29
5	S 82°49'20"E	229.63
6	S 81°17'14"E	197.69
7	N 80°00'00"E	110.71
8	N 81°37'57"W	163.28
9	N 84°46'58"E	197.72
10	N 84°34'08"E	228.72
11	N 41°12'10"E	108.65
12	N 19°42'25"W	180.17
13	N 82°42'00"E	200.50
14	S 82°41'00"W	80.09
15	N 83°00'00"W	228.00

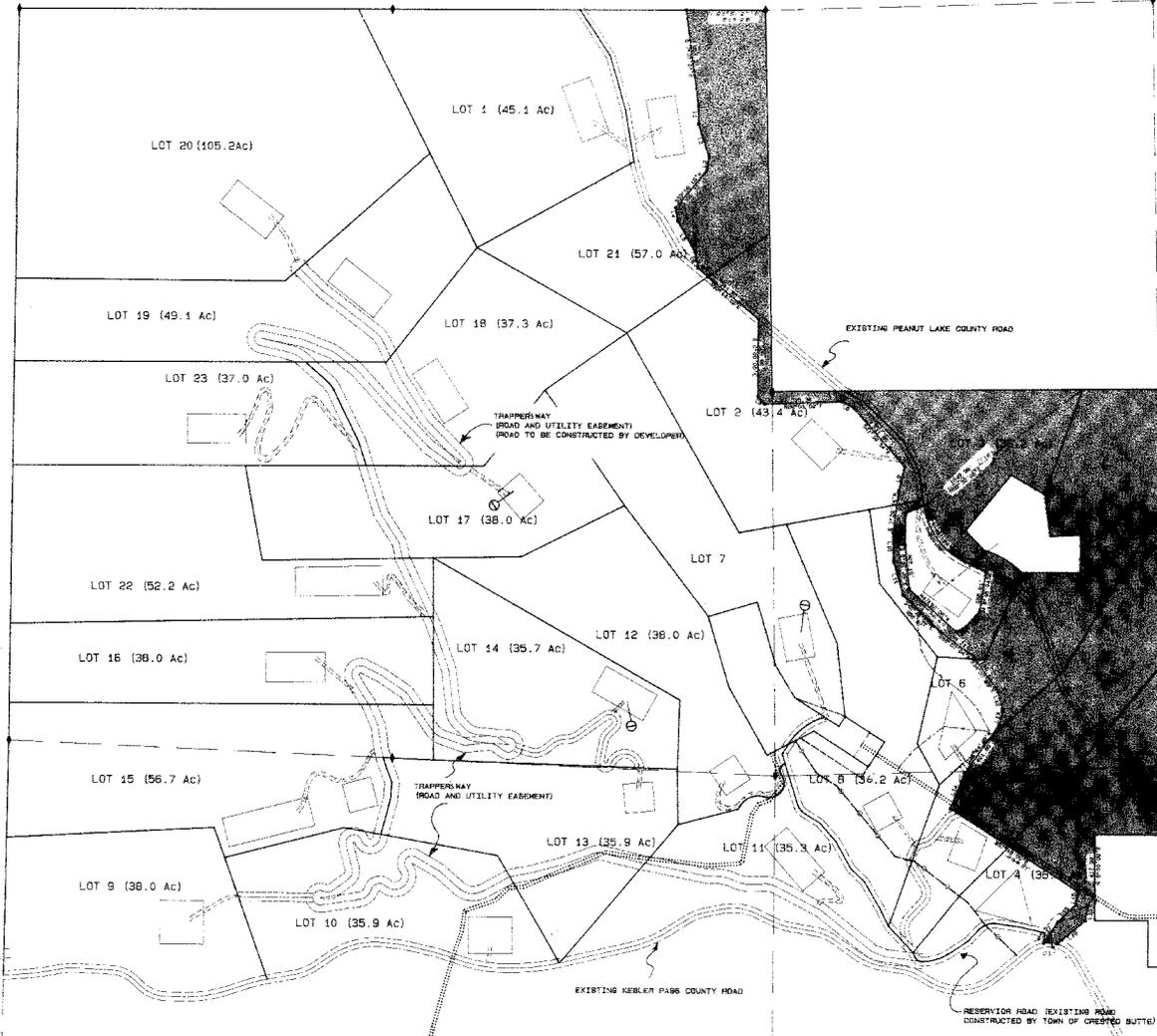
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	108°56'01"	50.00	49.58	94.77	518°31'26"W	81.21	
2	84°58'21"	100.00	136.18	221.15	S 85°31'57"W	201.66	
3	23°32'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	
4	22°52'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	
5	166°36'01"	50.00	49.58	94.77	S 16°31'26"W	81.21	
6	84°28'21"	150.00	136.18	221.15	S 85°17'57"W	201.66	
7	22°52'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	

TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 19, 1990 LATEST REV. DATE: 00
 ENGINEERS AND LAND SURVEYING
 P. O. BOX 1307, GUNNISON, CO. 81230

SHEET 2 OF 8



SCALE IN FEET

TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S18°09'32"E	232.44'		
3	S10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S29°05'24"E	247.79'		
6	S10°10'57"E	108.60'		
7	S43°08'15"E	80.52'		
8	S40°58'32"E	56.73'		
9	S13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S16°16'04"E	240.33'		
12	S15°20'41"E	125.79'		
13	S13°38'41"W	111.82'		
14	S21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S45°56'55"W	168.17'		
17	S33°44'55"W	176.74'		
18	N50°03'24"E	256.48'		
19	N 9°52'29"E	107.90'		
20	N34°14'57"E	79.09'		
21	N44°34'54"W	162.47'		
22	S69°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N41°32'48"E	80.15'		
25	N40°47'35"E	140.41'		

- LEGEND
- Building Site
 - Town of Crested Butte Water line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Approximate location of existing buried water line to O'Neal property
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Draw country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)
 - Leach Fields (general area of location)
 - Access Driveway location.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

TRAPPER WAY to be constructed from its intersection with the Reservoir Road (at southwest corner of Lot 4) to its terminus at the lot boundary common to Lots 19 and 20. Road to have a traveled way, width of 20 feet from its beginning to the switchback in Lot 14 and thereafter a width of 18 feet to its terminus in Lot 20. Road to be constructed within the "road and utility easement" shown hereon.

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

Lot 4 Drive Road to be constructed by Owners of Lots 5, 4 and 8 within the "road and utility easement" shown on these drawings (leads from the existing Reservoir Road to a terminus at the boundary common to Lots 5 and 4).

Lot 9 Drive Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).

Lot 12 Drive Road to be constructed by Owners of Lots 13 and 14 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 13 and 14).

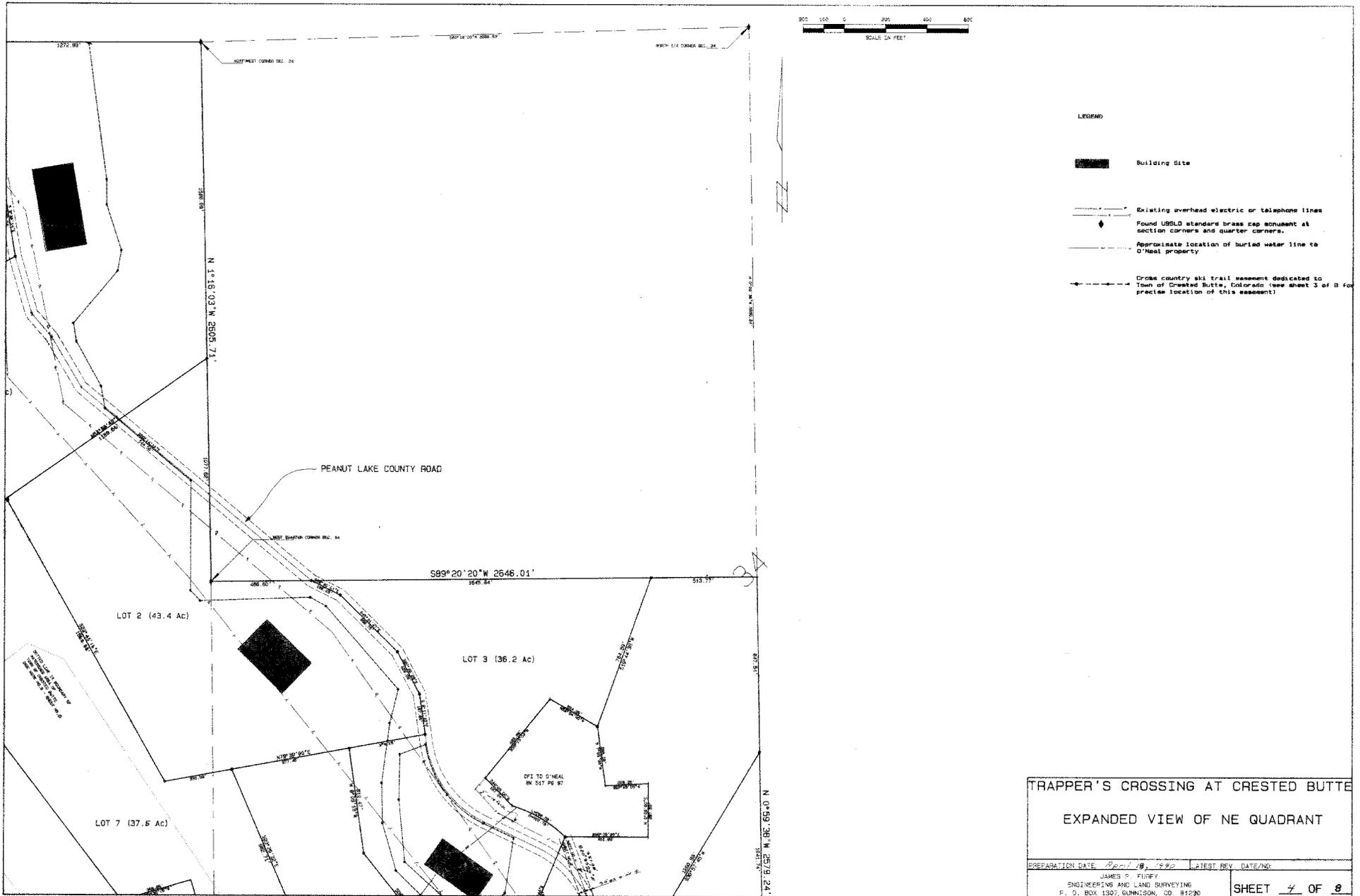
TRAPPER'S CROSSING AT CRESTED BUTTE

ROADS, DRIVEWAYS, LEACH FIELDS AND SKIING EASEMENTS

PREPARATION DATE: April 18, 1990 LATEST REV. DATE/NO.

JAMES D. FURIE
ENGINEERING AND LAND SURVEYING
P. O. BOX 1859, SURREY, CO. 81350

SHEET 3 OF 8



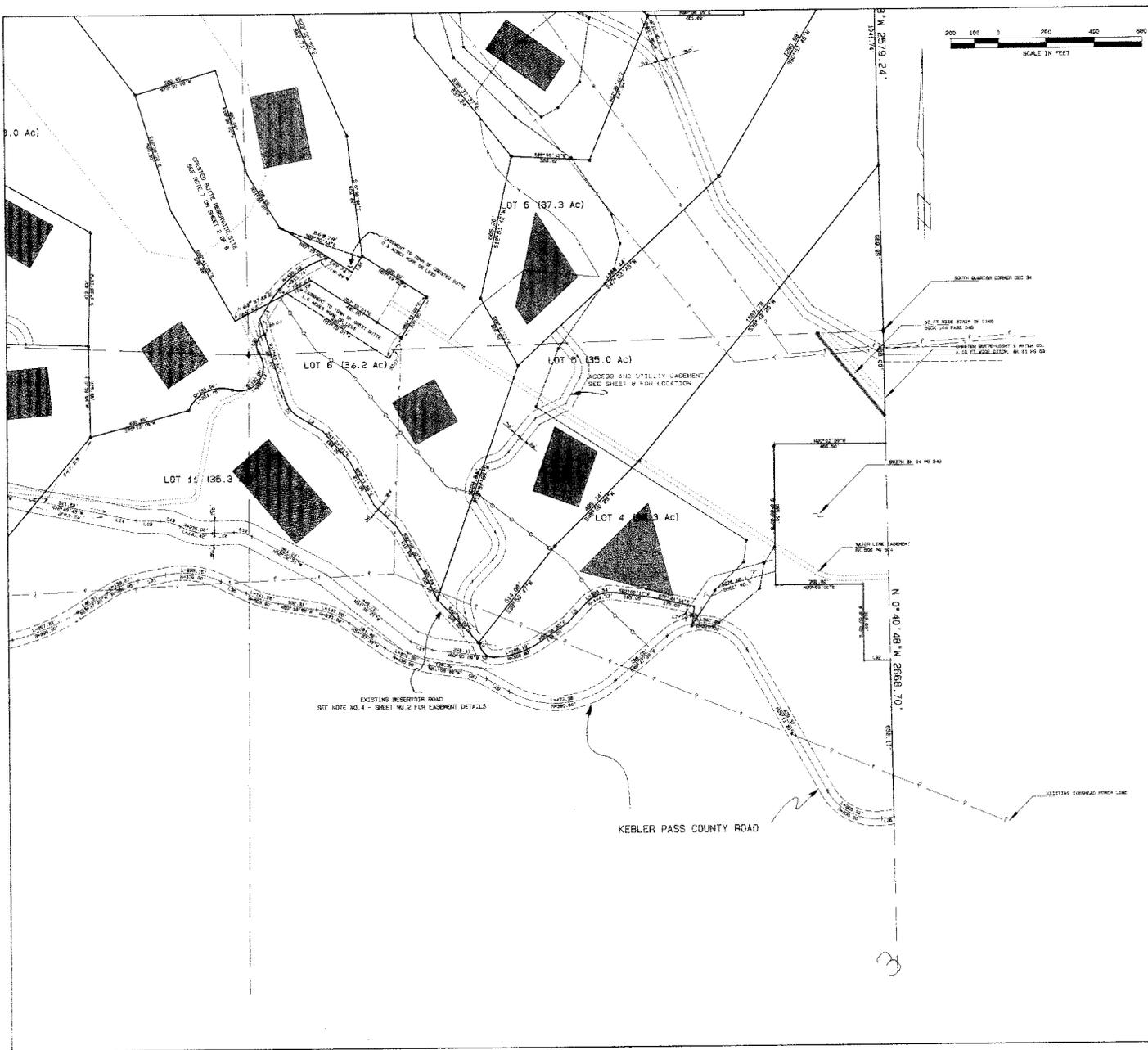


TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	S31°59'44"W	79.56'
2	S58°24'34"E	120.00'
3	S43°22'20"E	125.00'
4	S23°49'32"E	30.00'
5	N43°04'43"E	107.00'
7	S 7°15'46"W	72.55'
11	N68°30'33"W	97.14'
12	S87°32'30"W	90.12'
13	N87°58'12"W	102.54'
14	N77°50'18"W	125.00'
28	S83°34'14"W	50.30'
29	N60°43'40"W	110.77'
30	N64°17'18"W	115.46'
31	S78°50'01"W	118.25'
32	N90°00'00"E	110.71'
33	N 4°12'10"E	108.66'
34	S32°41'00"W	80.00'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	56.43	38.79	67.87	S89°14'02"E	62.94
12	29°44'50"	150.00	39.84	72.60	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.71

- LEGEND**
- Building Site
 - Town of Crested Butte Water line Easement (see note 6 sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found USGS standard brass cap monument at section corners and quarter corners.
 - Approximate location of buried water line to O'Neal property
 - Surface water course easement to be 10 feet wide on each side of existing primary water course.
 - Cross country ski trail easement dedicated to Town of Crested Butte, Colorado (see sheet 3 of 8 for precise location of this easement)

TRAPPER'S CROSSING AT CRESTED BUTTE
 EXPANDED VIEW OF SE QUADRANT

PREPARATION DATE: April 23, 1990 LATEST REV. DATE/NO:

JAMES P. PURELY
 ENGINEERING AND LAND SURVEYING
 P. O. BOX 1307, BURNISBORO, CO 81630

SHEET 5 OF 8

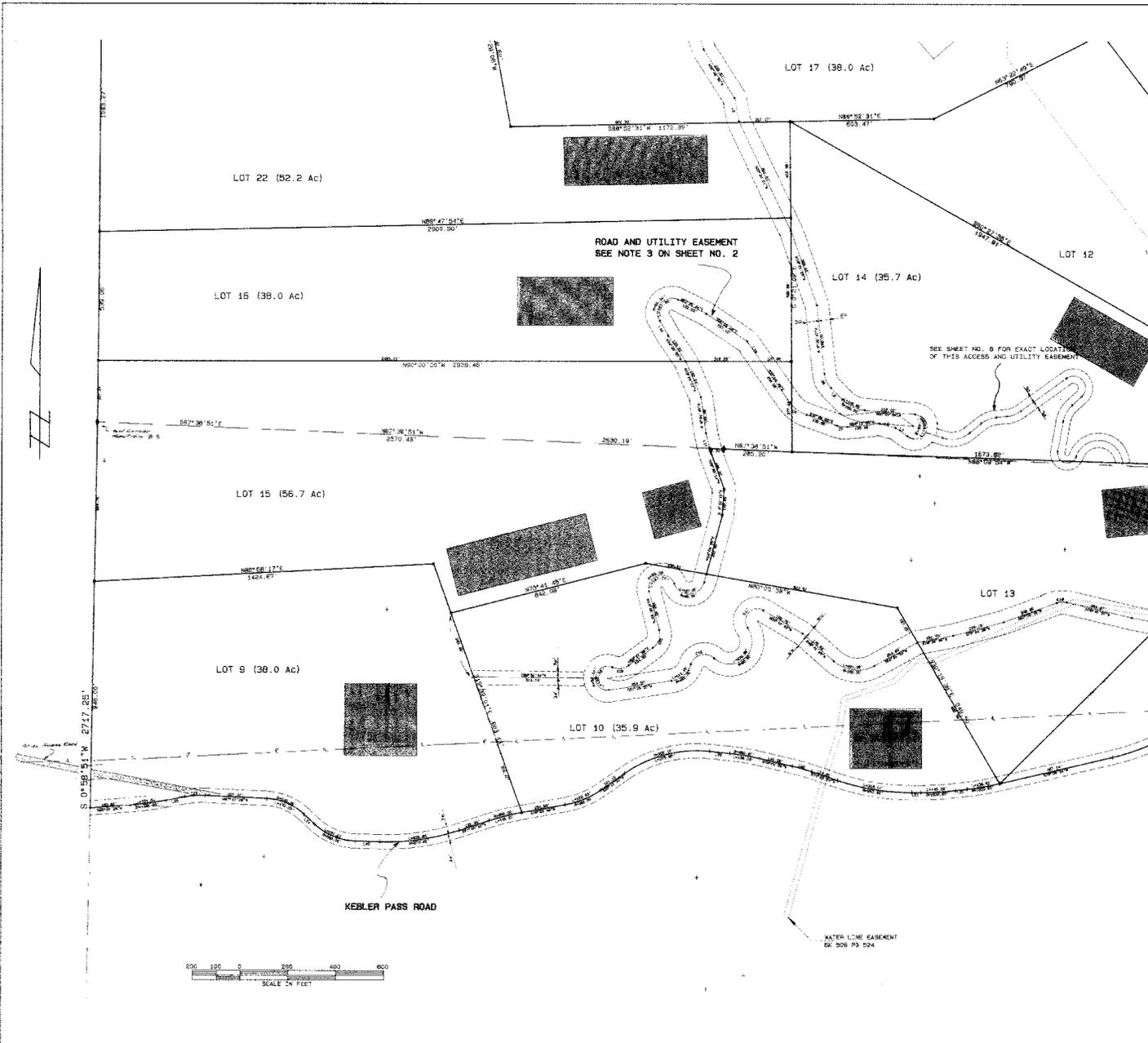


TABLE OF SHORT CURVE AND LINE SEGMENTS

LINE	BEARING	DISTANCE
1	S23°33'47"W	149.80
2	S43°39'48"W	84.29
3	N75°53'59"W	150.00
4	S30°48'00"W	80.00
5	S31°59'46"W	79.86
6	S70°18'48"E	89.67
7	S84°56'28"E	89.70
8	N44°24'07"W	87.33
9	N11°15'51"W	104.19
10	S71°21'45"E	101.64
11	N61°09'07"E	81.65
12	N84°39'14"E	44.81
13	S49°04'32"W	52.84
14	N69°39'53"W	57.14
15	S87°56'30"W	80.12
16	N87°58'12"W	102.34
17	N13°37'02"W	87.60
18	N29°30'03"W	71.86
19	S36°04'48"E	100.87
20	S89°32'14"W	49.84
21	S89°40'08"W	37.23
22	N84°10'35"W	89.26
23	N89°13'23"W	110.18
24	N47°00'32"W	82.58
25	S79°29'58"W	79.85

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	533°11'47"W	71.80	100.86
2	60°28'15"	100.00	36.25	105.48	S73°52'55"W	100.86	79.34
3	20°38'47"	200.00	40.47	79.87	N37°03'38"W	79.34	84.23
4	41°14'15"	119.60	45.00	86.08	S37°47'42"E	84.23	81.21
5	109°38'01"	80.00	86.88	84.77	S18°31'20"W	81.21	87.63
6	34°03'25"	150.00	45.99	68.24	S33°38'48"E	87.63	43.36
7	29°02'30"	150.00	52.21	43.71	S83°10'40"E	43.36	63.88
8	37°41'20"	100.00	34.00	66.67	N09°00'00"W	63.88	54.07
9	15°35'19"	200.00	87.26	54.24	S60°25'28"E	54.07	0.00
10	0°00'00"	35.30	0.00	0.00	N 0°00'00"E	0.00	86.33
11	35°34'47"	100.00	35.21	70.30	N87°47'15"E	86.33	52.45
12	38°08'58"	120.00	30.34	63.18	N58°30'25"E	52.45	77.43
13	37°48'30"	120.00	41.06	72.12	N57°11'04"W	77.43	77.01
14	29°44'58"	150.00	38.64	77.86	N77°15'51"W	77.01	88.57
15	29°44'58"	150.00	42.30	83.24	N79°25'08"W	88.57	40.16
16	33°29'38"	75.00	29.96	40.74	S68°52'50"W	40.16	37.93
17	109°38'05"	50.00	54.05	138.71	S41°52'28"W	37.93	101.04
18	114°42'40"	60.00	63.86	125.13	S75°05'50"W	101.04	69.45
19	90°28'54"	75.00	36.99	72.87	N63°42'22"E	69.45	78.87
20	88°34'30"	75.00	47.73	89.78	N19°40'42"E	78.87	84.54
21	158°03'58"	45.00	38.07	117.33	S 0°02'53"W	84.54	86.30
22	0°00'00"	375.00	43.44	85.48	S60°18'00"W	86.30	

- LEGEND**
- Building Site
 - Town of Crested Butte Water Line Easement (see note & sheet no. 2 for details)
 - Road and utility easement created by this plat
 - Existing overhead electric or telephone lines
 - Found URSLO standard brass cap monument at section corners and quarter corners.

TRAPPER'S CROSSING AT CRESTED BUTTE

EXPANDED VIEW OF SW QUADRANT

PREPARATION DATE: April 19, 1980 LATEST REV. DATE/NO:

JAMES P. FURRY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1367, GUNNISON, CO. 81030

SHEET 6 OF 8

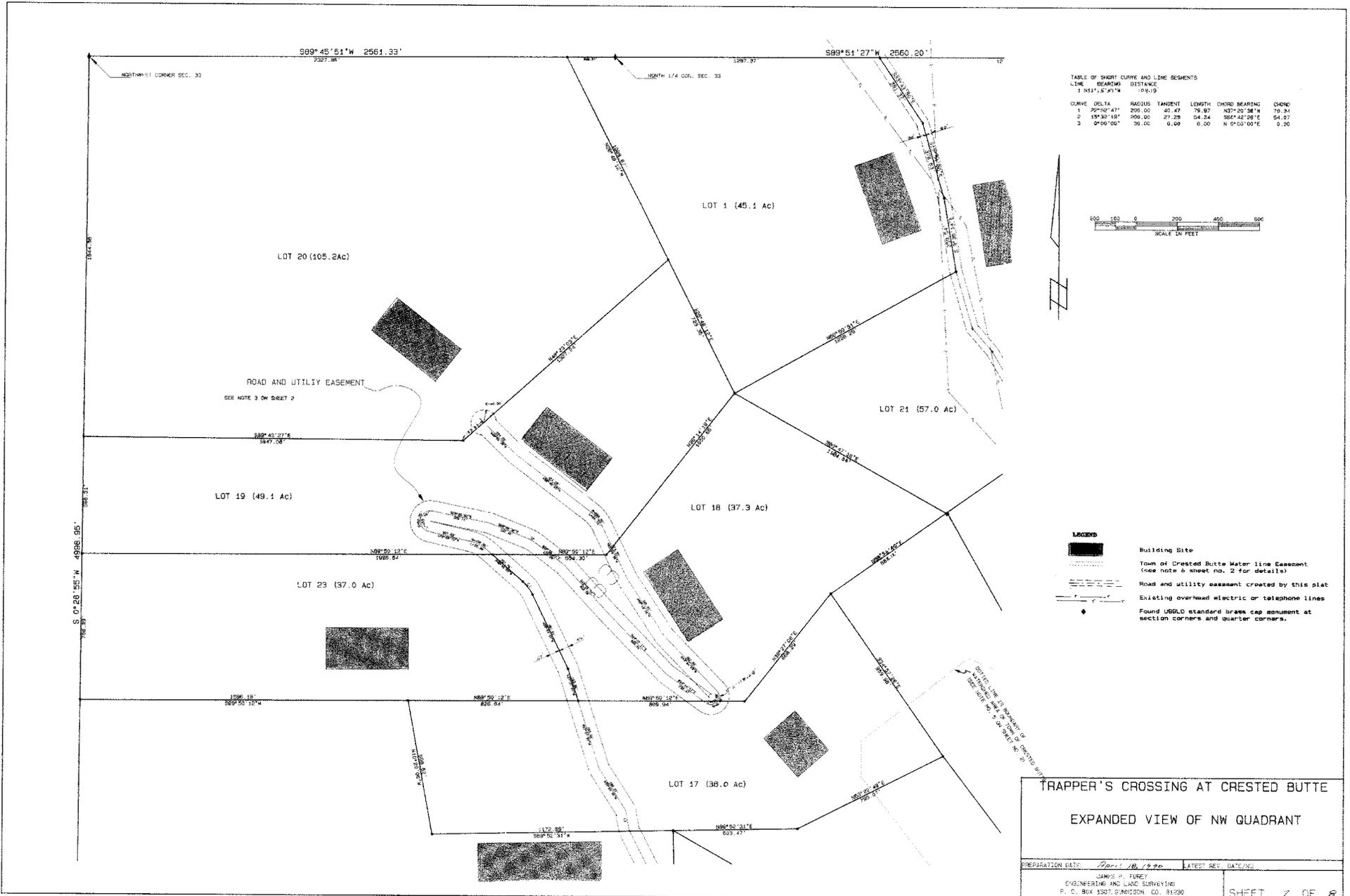


Exhibit B



Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **GUR88001784-4**

Date: **11/22/2019**

Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Christina Cesario
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 349-0115 (Work)
(800) 834-5192 (Work Fax)
ccesario@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Crested Butte Title Team
411 THIRD STREET
CRESTED BUTTE, CO 81224
(970) 626-7001 (Work)
(877) 375-5025 (Work Fax)
gcreponse@ltgc.com

Buyer/Borrower

THOMAS M. TURNBULL AND PAMELA L. TURNBULL
Delivered via: No Commitment Delivery

Agent for Buyer

COLDWELL BANKER MOUNTAIN PROPERTIES
Attention: JOSEPH GARCIA
PO BOX 100
215 ELK AVE
CRESTED BUTTE, CO 81224
(970) 209-4034 (Cell)
(970) 349-5007 (Work)
(970) 349-5463 (Work Fax)
joegarcia@cbmp.com
Delivered via: Electronic Mail

Seller/Owner

THE JOYA DEPASQUALE FAMILY TRUST DATED
AUGUST 10, 1999
Delivered via: No Commitment Delivery

Agent for Seller

LIV SOTHEBY'S INTERNATIONAL REALTY
Attention: CATHERINE BENSON
PO BOX 210
401 ELK AVE
CRESTED BUTTE, CO 81224
(970) 349-6653 (Work)
(970) 349-6654 (Work Fax)
cathy.benson@sothebysrealty.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **GUR88001784-4** Date: **11/22/2019**
 Property Address: **123 MEADOW DRIVE, CRESTED BUTTE, CO 81224**
 Parties: **THOMAS M. TURNBULL AND PAMELA L. TURNBULL**
THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$3,699.00
Tax Certificate	\$26.00
Total \$3,725.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Gunnison county recorded 11/15/1999 under reception no. 497774](#)

[Gunnison county recorded 09/14/1990 at book 682 page 340](#)

Plat Map(s):

[Gunnison county recorded 04/26/1990 under reception no. 419857](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GUR88001784-4

Property Address:

123 MEADOW DRIVE, CRESTED BUTTE, CO 81224

1. Effective Date:

11/08/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$1,730,000.00
Proposed Insured:
THOMAS M. TURNBULL AND PAMELA L. TURNBULL

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

5. The Land referred to in this Commitment is described as follows:

LOT 8, TRAPPERS CROSSING AT CRESTED BUTTE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. 419857 AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. 663687.

COUNTY OF GUNNISON,
STATE OF COLORADO.

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AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT**Old Republic National Title Insurance Company****Schedule B, Part I****(Requirements)****Order Number:** GUR88001784-4**All of the following Requirements must be met:**

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 RECORDED DECEMBER 11, 2018 AT RECEPTION NO. [657735](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOYA DEPASQUALE AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. WARRANTY DEED FROM THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999 TO THOMAS M. TURNBULL AND PAMELA L. TURNBULL CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GUR88001784-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 31, 1891 IN BOOK 45 AT PAGE [574](#); RECORDED DECEMBER 23, 1897 IN BOOK 101 AT PAGE [177](#); PATENT RECORDED JULY 7, 1965 IN BOOK 381 AT PAGE [212](#); PATENT RECORDED MARCH 7, 1986 IN BOOK 627 AT PAGE [503](#); AND RECORDED MARCH 21, 1895 IN BOOK 115 AT PAGE [146](#).
9. ANY RIGHT, TITLE OR INTEREST TO THE STRIP OF LAND TEN FEET WIDE ON EACH SIDE OF THE CENTERLINE OF THE CRESTED BUTTE LIGHT AND WATER COMPANY'S DITCH AS SET FORTH IN QUIT CLAIM DEED RECORDED AUGUST 11, 1890 IN BOOK 81 AT PAGE [63](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 01, 1908 IN BOOK 190 AT PAGE [157](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

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11. TERMS, CONDITIONS AND PROVISIONS OF LICENSE RECORDED NOVEMBER 15, 1966 IN BOOK 393 AT PAGE [134](#) AND PERPETUAL EASEMENT AS CONVEYED TO THE TOWN OF CRESTED BUTTE IN INSTRUMENT RECORDED SEPTEMBER 21, 1977 IN BOOK 506 AT PAGE [524](#) AND IN QUIT CLAIM DEED RECORDED FEBRUARY 8, 1978 IN BOOK 512 AT PAGE [278](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS AND LICENSES AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 21, 1989 IN BOOK 672 AT PAGE [417](#).
13. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS OF TRAPPERS CROSSING RECORDED APRIL 26, 1990, IN BOOK 677 AT PAGE [509](#); AS AMENDED BY INSTRUMENTS RECORDED FEBRUARY 14, 1991 IN BOOK 687 AT PAGE [946](#); AND RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511091](#); AND THE APPROVAL OF TOWN OF CRESTED BUTTE TO AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511092](#); AND THE AMENDMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [511099](#); AND THE AMENDMENT THERETO RECORDED APRIL 13, 2011 UNDER RECEPTION NOS. [604676](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#); AS MODIFIED BY BOUNDARY LINE AGREEMENT RECORDED JULY 8, 1991 IN BOOK 692 AT PAGE [207](#) AND AS SET FORTH ON THE BUILDING SITE RECONFIGURATION PLAT RECORDED SEPTEMBER 4, 2003 UNDER RECEPTION NO. [534486](#) AND IN BUILDING SITE RECONFIGURATION PLAT RECORDED NOVEMBER 21, 2019 UNDER RECEPTION NO. [663687](#).
15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED APRIL 26, 1990 IN BOOK 677 AT PAGE [532](#) AND AS SET FORTH IN AGREEMENT VACATING EASEMENTS RECORDED FEBRUARY 20, 1998 UNDER RECEPTION NO. [481790](#).
16. NOTICE OF WATERSHED ORDINANCES AFFECTING REAL PROPERTY RECORDED FEBRUARY 12, 1993 IN BOOK 720 AT PAGE [163](#).
17. A 5% NONPARTICIPATING ROYALTY INTEREST IN AND TO ALL COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM TRAPPERS CROSSING AT CRESTED BUTTE ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 16, 1992 IN BOOK 715 AT PAGE [398](#) AND ANY AND ALL ASSIGNMENTS AND INTERESTS THEREOF.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GUR88001784-4

18. ALL MINERALS OF EVERY KIND AND NATURE AND DESCRIPTION, INCLUDING BUT NOT LIMITED TO, ALL OIL, GAS, COAL, ALL HYDROCARBON SUBSTANCES, METHANE GASES, METALS, FISSIONABLE MATERIAL, CARBONATE MATERIAL, GEOTHERMAL ENERGY AND IN GENERAL, ANY AND ALL MINERALS ACTUALLY PRODUCED OR REMOVED FROM THE SUBJECT PROPERTY; PROVIDED, HOWEVER, THAT THE REMOVAL OF THE ABOVE DESCRIBED MINERALS AND MINERAL RIGHTS SHALL BE DONE IN A MANNER THAT WILL NOT INTERFERE WITH THE FULL AND ABSOLUTE USE AND ENJOYMENT OF THE SURFACE OF THE SUBJECT PROPERTY, AS RESERVED IN GENERAL WARRANTY DEED RECORDED SEPTEMBER 14, 1990 IN BOOK 682 AT PAGE [340](#) AND CONVEYED IN QUIT CLAIM DEED RECORDED JUNE 30, 2014 UNDER RECEPTION NO [627498](#).
19. ACCESS TO THE SUBJECT PROPERTY IS OVER THOSE ROADS AS SHOWN ON THE PLAT OF TRAPPER'S CROSSING AT CRESTED BUTTE RECORDED APRIL 26, 1990 UNDER RECEPTION NO. [419857](#) DEDICATED TO TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION, FOR THE NON-EXCLUSIVE USE AND BENEFIT OF THE OWNERS OF ALL LOTS WITHIN TRAPPER'S CROSSING AT CRESTED BUTTE, THEIR GUESTS, SUCCESSORS AND ASSIGNS, AND IS SUBJECT TO THE CONTROL OF THE TRAPPER'S CROSSING AT CRESTED BUTTE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION.
20. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN JOINT ACCESS AGREEMENT RECORDED AUGUST 01, 1990, IN BOOK 680 AT PAGE [727](#).
21. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF UTILITIES EASEMENT RECORDED AUGUST 17, 1990 IN BOOK 681 AT PAGE [397](#).
22. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED AUGUST 10, 1993, IN BOOK 728 AT PAGE [591](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED OF CONSERVATION EASEMENT RECORDED DECEMBER 29, 2005 UNDER RECEPTION NO. [561839](#); ASSUMPTION RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563652](#) AND ASSIGNMENT RECORDED MARCH 16, 2006 UNDER RECEPTION NO. [563653](#).
24. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED DECEMBER 02, 2016 AT RECEPTION NO. [643608](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CB Rantz

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President

Attest *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Staff Report

January 21, 2020

To: Mayor and Town Council

Prepared By: Rob Zillioux, Finance and HR Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance No. 1, Series 2020 – An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.

Summary:

815 Gothic is a new rental duplex that was offered to Town Staff as part of a lottery, for which Mel Yemma was selected. Staff recommends proceeding with a lease for Mel. 815 Gothic is a two bedroom, 1.5 bath unit.

Previous Council Action:

Council appropriated Town funds to construct a duplex located at 815 / 817 Gothic as employee rentals. Council also approved the applicable Town property rental policy and rate structure.

Discussion: The 815 Gothic unit has two bedrooms and one and a half bathrooms. The initial monthly rent is \$780, with a \$250 deposit. Lessee pays for electricity, internet, television, phone and other such services. Town pays for gas, water, sewer, and weekly refuse collection. The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$15 per month.

Climate Impact:

These units were built to be energy efficient. Moreover, it is better to have Staff living within walking / biking distance to work versus having to commute long distances by car or bus.

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 1, Series 2020 at the January 21, 2020 Town Council meeting.

ORDINANCE NO. 1

SERIES 2020

An Ordinance of the Crested Butte Town Council Approving the Lease of 815 Gothic Avenue to Mel Yemma.

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

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

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

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Mel Yemma, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of February, 2020, for a period of one year, ending on the 31st day of January, 2021 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

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

815 Gothic Ave, Crested Butte, Colorado (a two bedroom residential dwelling that is a Town owned property)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$780.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.

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

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

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

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

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

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

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

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

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

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

LESSEE: Mel Yemma
 P.O. Box 2547
 Crested Butte, CO 81224

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Mel Yemma



Staff Report

January 21, 2020

To: Mayor and Town Council

Prepared By: Rob Zillioux, Finance and HR Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance No. 2, Series 2020 – An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan

Summary:

817 Gothic is a new rental duplex that was offered to Town Staff as part of a lottery, for which Jackson Morgan was selected. Staff recommends proceeding with a lease for Jackson. 817 Gothic is a two bedroom, one bathroom unit that also has a one car garage.

Previous Council Action:

Council appropriated Town funds to construct a duplex located at 815 / 817 Gothic as employee rentals. Council also approved the applicable Town property rental policy and rate structure.

Discussion: The 817 Gothic unit has two bedrooms, one bathroom and a one car garage. The initial monthly rent is \$1,015 with a \$400 deposit. Lessee pays for electricity, internet, television, phone and other such services. Town pays for gas, water, sewer, and weekly refuse collection. The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$20 per month.

Climate Impact:

These units were built to be energy efficient. Moreover, it is better to have Staff living within walking / biking distance to work versus having to commute long distances by car or bus.

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

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

Proposed Motion: Motion and a second to approve Ordinance No. 2, Series 2020 at the January 21, 2020 Town Council meeting.

ORDINANCE NO. 2

SERIES 2020

An Ordinance of the Crested Butte Town Council Approving the Lease of 817 Gothic Avenue to Jackson Morgan.

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

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

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

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Jackson Morgan, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of February, 2020, for a period of one year, ending on the 31st day of January, 2021 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

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

817 Gothic Ave, Crested Butte, Colorado (a two bedroom residential dwelling that is a Town owned property)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$1,015 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$20 per month.

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

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

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

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

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

9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$400.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$400.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

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

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

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

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

LESSEE: Jackson Morgan
 P.O. Box 4315
 Crested Butte, CO 81224

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

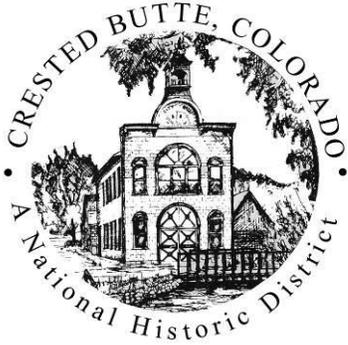
By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Jackson Morgan



Staff Report

January 21, 2020

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. 4, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 902 Red Lady Ave Unit #3 to Andrew Crowley.

Summary: 902 Red Lady Ave Unit #3 is a small one-bedroom unit that has been rented to Town employees. The current occupants will be purchasing and moving into an affordable housing unit in Town. Staff recommends entering into a new lease with Andrew Crowley.

Discussion: The 902 Red Lady Ave Unit #3 unit is approximately 600 sq. ft., with one bedroom and one bathroom. Town has performed maintenance on the building. Lessee pays for electricity. Town pays for gas, water, sewer, and weekly refuse collection. Lessee also pays all charges for telephone, internet, television and other such services. The monthly lease rate proposed is \$570.

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

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

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

Proposed Motion: Motion and a second to set Ordinance No. 4, Series 2020 to public hearing at the February 3rd Council meeting.

ORDINANCE NO. 4**SERIES NO. 2020****An Ordinance of the Crested Butte Town Council Approving the Lease of 902 Red Lady Ave Unit #3 Ave to Andrew Crowley.**

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

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

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

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

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____, 2020

ADOPTED BY THE TOWN COUNCIL UPON SECOND RADING IN PUBLIC HEARING THIS _____ DAY OF _____, 2020

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Andrew Crowley, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2020, for a period of one year, ending on the 28th day of February, 2021 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

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

902 Red Lady Ave Unit #3 Ave, Crested Butte, Colorado (a one bedroom residential dwelling that is a Town owned property)

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Andrew Crowley
 P.O. Box 654
 Crested Butte, CO 81224

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Andrew Crowley

**Agenda
Design Review Committee
Monday
January 13, 2020**

- 3:00 Consideration of the application of **Barry Alan Sullivan and Jennifer Diesman Sullivan** to demolish the existing single family residence and accessory building located at 113 Sopris Avenue, Block 29, Lots 22-23 in the R1C zone. (Hadley)
- Permission to demolish two existing non-historic structures in requested per Ordinance #34, Series 2019.
- 4:00 Consideration of the application of **9th Street Blue Sky, LLC** to construct a single family residence and an accessory building to be located at 414 Ninth Street, Block 70, Tract 3 in the R1D zone. (Hadley)
- Architectural approval is required.
- A conditional use permit for a non-residential, heated and/or plumbed accessory building in the R1D zone is required.
- 5:00 Consideration of the application of **Midtown Mountain, LLC** to construct a single family residence and an accessory building to be located at 821 Elk Avenue, Block 69, Tract 7 in the R1E zone. (Hadley)
- Architectural approval is required.
- A conditional use permit for a non-residential, heated and/or plumbed accessory building in the R1E zone is required.
- 6:00 Consideration of the application of **Gregory S. Faust and Susan M. Faust** to construct a single family residence and accessory dwelling per the approved demolition plan from the December 18, 2019 BOZAR for the existing building to be located at 729/731 Whiterock Avenue, Block 62, Lots 31-32 in the R2 zone. (Faust)
- Replacement housing and architectural approval are required.
- A conditional use permit for an accessory dwelling in the R2 zone is required.

The above times are only tentative. The meeting may move more quickly or slowly than scheduled



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, January 21, 2020

Council Chambers

1. PUBLIC HEARING - 6:00 P.M.

- 1.1. To Receive Public Input on 5-year vested property right for the Nordic Inn Planned Unit Development.

[Nordic Inn Public Hearing Notice TC PUD Vesting](#)

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT

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

5. APPROVAL OF MINUTES

- 5.1. Approval of the January 7, 2020 Regular Town Council Meeting Minutes

6. REPORTS

6.1. Town Manager's Report

6.2. Department Head Reports

6.2.1. Community Development Report

6.2.2. Finance

6.2.3. Police Department

6.2.4. Public Works

6.3. Town Council Reports

6.4. Other Reports

6.4.1. TAPP Update - John Norton

6.4.2. Annual Mountain Express Update - Chris Larsen

7. CORRESPONDENCE

8. OLD BUSINESS

- 8.1. Discussion and Possible Consideration of Ordinance No. 12 Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte Establishing the Minimum Regulations Governing the Conditions and Maintenance of all Property, Buildings and Structures; By Providing the Standards for Supplied Utilities and Facilities and Other Physical Elements and Conditions Essential to Ensure that Structures are Safe, Sanitary and Fit for Occupations and Use; and

the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use and Demolition of Such Structures; Known as the Building Code by the Adoption by Reference of the 2015 International Building Code, Chapters 1 through 35 and Appendices B, C, E, F, I, and J; Adoption by Reference of the 2015 International Residential Code, Chapters 1 Through 24 and Chapter 41 and Appendices A Through H, Appendices J Through O and Appendices Q Through U; Adoption by Reference of the 2015 International Mechanical Code, Chapters 1 Through 15 and Appendices A and B; Adoption by Reference of the 2015 International Energy Conservation Code Chapters 1 through 6 (Commercial and Residential); Adoption by Reference of the 2015 International Fuel Gas Code, Chapters 1 Through 8 and Appendices A Through D; Adoption by Reference of the 2015 International Property Maintenance Code; Chapters 1 Through 8; Adoption by Reference of the 2015 International Existing Buildings Code; Chapters 1 Through 15, and Appendix Chapter A, and Chapters A1 through A5, and Appendices A and B and Resource Chapter A; Adoption by Reference of the 2015 International Fire Code Chapters 1 Through 80 and Appendices A Through C and Appendices E Through G; Adoption by Reference of the 2015 International Swimming Pool and Spa Code; Providing Penalties for the Violation Thereof; and Repealing Ordinance No. 2, Series 2015, of the Town of Mt. Crested Butte, Colorado and All Other Ordinances and Parts of Ordinances in Conflict Herewith – Second Reading – Carlos Velado

- 8.2. Discussion and Possible Consideration of Resolution No. 5 Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Setting the Fees Charged for the Inspection and Licensing of Short-Term Rental Units

9. NEW BUSINESS

- 9.1. Discussion and Possible Consideration of Resolution No. 3 Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado Appointing the Town Clerk as the Designated Election Official and Authorizing the Town Clerk to Appoint Election Judges for Municipal Elections Held in the Town of Mt. Crested Butte, Colorado – Tiffany O’Connell
- 9.2. Discussion and Possible Consideration of Resolution No. 4 Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado, Directing the Town Clerk of the Town of Mt. Crested Butte to Conduct the Regular Municipal Election Scheduled for April 7, 2020, as a Mail Ballot Election – Tiffany O’Connell
- 9.3. Discussion and Possible Consideration of a Letter of Support for Grant Funding for the Slate River Integrated Monitoring Project – Coal Creek Watershed Coalition – Zach Vaughter and Ashley Bembenek
- 9.4. Discussion and Possible Consideration of Ordinance No. 1 Series 2020 of the Town Council of the Town of Mt. Crested Butte Approving a Planned Unit Development Major Alteration Application Submitted by Pearls Management, LLC to Amend the Existing Planned Unit Development for the Nordic Inn with the Design Provided at the December 17, 2019 Town Council Meeting, with Conditions, and Also Approving a Five-Year Vesting Period for Such PUD –

First Reading – Carlos Velado

- 9.5. Discussion and Possible Consideration of North Village Parcel Pre-Development Memorandum of Understanding Between North Village Associates, LLC and the Town of Mt. Crested Butte – Crockett Farnell

10. OTHER BUSINESS

11. ADJOURNMENT

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 970-349-6632 at least 48 hours in advance of the meeting.

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

Approximate meeting time: 2 hours

TUESDAY

JANUARY 14, 2020

REGULAR SESSION

5:30 P.M.

City of Gunnison Councilmembers gather for a light meal at 5:00 P.M. in Council Chambers.

No City Council activity takes place.

- I. Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):**
- II. Citizen Input: (estimated time 3 minutes)**
At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics that are not to be considered later in the meeting. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.
- III. Council Action Items**
- A. Consent Agenda:** *The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. The agenda items will not be separately discussed unless a councilor, City staff, or citizen requests an item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*
- **Approval of the December 10, 2019 Regular Session meeting minutes.**
 Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes.
 - **Official posting places for meetings and agendas 2020.**
 Background: Done on an annual basis the Council designates official posting places for City of Gunnison notices. The official postings places are the designated bulletin boards located in the north and east entrance of City Hall and the City of Gunnison website.
 Staff contact: City Clerk Erica Boucher
Action Requested of Council: A motion, second and vote to approve the Consent Agenda as presented with the following items:
 Approve the minutes of the December 10, 2019 Regular Session meeting; and
 The location of the designated posting places for the City of Gunnison notices.
 Estimated time: 2 minutes

- B. Introduction of Police Department K-9, “Beno.”**
 Background: Officer Isham completed training with “Beno” and they have been working patrol together since December 29, 2019. The Police Department would like to introduce “Beno” to Council.
 Staff contact: Police Chief Keith Robinson
Action Requested of Council: No action requested. This is a report item only.
 Estimated time: 10 minutes
- C. Census Presentation**
 Background: The United State Census 2020 is a count of every person living in the 50 states, District of Columbia, and five US territories. The census is mandated by the US Constitution. The data gathered will provide essential information to lawmakers that will help determine representative and funding resources distribution in the future. It is critical that all of individuals living in the valley are counted. This discussion will focus on ideas, timing, and best practices for reaching Gunnison’s underrepresented populations.
 Community contacts: Elizabeth (Betsy) Holena and James (Mac) Gray
Action Requested of Council: No action requested. Discussion item only.
 Estimated time: 15 minutes
- D. Resolution No. 1, Series 2020: *A Resolution of the City Council of the City of Gunnison, Colorado, commending Elizabeth Currie for her semester of outstanding service as the Student Liaison on the Gunnison City Council, representing Western Colorado University from September 10, 2019 to December 12, 2019.***
 Background: This resolution is to commend Western Liaison Elizabeth Currie for her service on City Council for the past semester and wish her well in all her future endeavors.
 Staff contact: City Clerk Erica Boucher
Action Requested of Council: Introduce, read in full, motion, second and vote to pass and order to pass Resolution No. 1, Series 2020.
 Estimated time: 10 minutes
- E. Resolution No. 2, Series 2020: *A Resolution of the City Council of the City of Gunnison, Colorado, adopting fees.***
 Background: To formalize fee adjustments for the City of Gunnison’s various fee schedules in order to support the cost of service provision to area residents. This was intended for approval at the November 19, 2019 Regular Session meeting, but the wrong resolution was inadvertently included.
 Staff contact: Finance Director Ben Cowan
Action Requested of Council: Introduce, read by title only, motion, second and vote to pass and adopting Resolution No. 2, Series 2020.
 Estimated time: 5 minutes
- F. Carrier Neutral Location Lease and Fiber-Optic Indefeasible Right of Use IRU Agreements with Region 10.**
 Background: These agreements would support and benefit the Region 10 Middle Mile broadband project.
 Staff contact: IT Director Mike Lee

Actions Requested of Council: 1) A motion, second, and vote to approve the Carrier Neutral Location (CNL) Lease Agreement for space at the Police Department and direct the Mayor to sign the lease agreement; and
2) A motion, second, and vote to approve the Fiber-Optic Indefeasible Right of Use Agreement (IRU) for a fiber match for the CNL equipment purchase and direct Mayor to sign the IRU agreement.

Estimated time: 5 minutes

G. Letter of Support for Gunnison Rising for OEDIT Grant.

Background: The ICELab@Western is working with Gunnison Rising in an effort to get an Opportunity Zone mini-grant from OEDIT for professional services. The grant application requires two letter of support demonstrating community buy-in.

Staff contact: City Manager Russ Forrest

Action Requested of Council: A motion, second, and vote in support of the Tourism and Prosperity Partnership's mini-grant application and direct the Mayor to sign the letter of support.

Estimated time: 10 minutes

H. Gunnison 2030: Comprehensive Plan Discussion.

Background: After a year of work and extensive community outreach, we are working toward a final draft of the Gunnison 2030 Comprehensive Plan.

Staff Contact: Community Development Director Anton Sinkewich

Action Requested of Council: Review and discuss the plan draft, and provide additional feedback and direction to staff as we move forward with the planning process and public presentation.

Estimated time: 15 minutes

I. Update of Lazy K Site Plan.

Background: High Mountain Concepts and City Staff has been working on a solution for the 5th Street access at Lazy K prior to moving forward with the process for land transfer and PUD Amendment. A through street connection was a stated goal of the park purchase and park master plan; however, a hammerhead turnaround is proposed as the best option for providing housing.

Staff Contact: City Manager Russ Forrest

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

Estimated time: 15 minutes

IV. Reports

City Clerk Semi-Annual Report

City Attorney Report

City Clerk Schedule Update

City Manager Report

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

V. Meeting Adjournment

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov.

Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

GUNNISON CITY COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE
GUNNISON, COLORADO; ON THE 1ST FLOOR
DOWNSTAIRS CONFERENCE ROOM

Approximate meeting time: 4 hours

TUESDAY,
JANUARY 14, 2020

WORK SESSION

Noon to 4:00 P.M.

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

II. Grants Work Session

Background: Gunnison City Council holds a work session once a year to review and discuss Economic Development and Public Service grants prior to approval at the following Regular Session meeting. The next Regular Session meeting is scheduled for Tuesday, January 28, 2020. Finance Director Cowan provided Council a summary of all grant submissions for their review to prepare for this work session.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: No action requested. Discussion item only. Estimated time: 4 hours

III. Meeting Adjournment

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

DATE: Tuesday, January 7, 2020

Page 1 of 2

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

- 8:30 am
- Call to Order
 - Memorandum of Agreement; Gunnison River Valley Local Marketing District & Marble Crystal River Chamber of Commerce; 2020 Funding
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30
- Call to Order
 - Agenda Review
 - Gunnison County Board of County Commissioners (BOCC) Board Reorganization and Commissioner Appointments:
 1. Designate BOCC Chairperson and Vice Chairperson for 2020
 2. Gunnison Valley Rural Transportation Authority Board (two voting members)
 3. Region 10 Board (one voting member)
 4. Gunnison Basin Sage-grouse Strategic Committee (one voting member, one alternate)
 5. Early Childhood Council (one voting member)
 6. Club 20 (one voting member)
 7. Gunnison County Sick Leave Bank Board (one voting member)
 - Appointments; Gunnison Valley Hospital Board of Trustees
 - Appointment; Tenderfoot Child & Family Development Center Board of Directors; Kari Commerford
 - Minutes Approval:
 1. 12/10/19 Regular Meeting & Public Hearing
 2. 12/13/19 Special Meeting
 3. 12/17/19 Special Meeting
 4. 12/20/19 Special Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Grant Application; 2020 Emergency Management Performance Grant
 2. Amendment to Contractor Agreement; Two Aspens Brief Therapy
 3. Colorado Counties, Inc. 2020 Voting Proxy Designation; Health & Human Services Director Joni Reynolds
 4. Liquor License Renewal; Almont Resort, Inc. dba Almont Resort; February 6, 2020 – February 6, 2021
 5. Ratification of BOCC Chair Signature; Comments from Gunnison County Stockgrowers Association, Inc. & Gunnison County Re: Gunnison Sage Grouse Draft Recovery Plan
 6. Ratification of County Manager Signature; Grant Application; Colorado Office of Children Youth & Families
 7. Ratification of Proclamation; Ronda Connaway
 8. Request for Approval; Extended Appeal Period for 2020
 9. Contract Amendment No. 4; Colorado Department of Public Health & Environment; Healthy Communities

DATE: Tuesday, January 7, 2020

Page 2 of 2

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

10. Letter of Amendment; Rocky Mountain Health Community Integration Agreement; Term Extension
11. Consulting Agreement; Cochran Fish & Wildlife
12. Special Event Liquor Permit; Crested Butte Mountain Educational Radio – KBUT; February 6, 2020 – February 7, 2020

- Scheduling
 1. Approval of 2020 Board of County Commissioners Regular Meeting and Work Session Schedule
 2. 2020 Board of County Commissioners Meeting Agenda Posting Locations

8:50 • County Manager's Reports

9:00 • Deputy County Manager's Report

9:10 • Subdivision Application; Hunter Ridge LLC

9:40 • Development Improvements Agreement & Resolutions; Roper Subdivision (**REVISED**)

9:55 • Memorandum of Understanding; Gunnison County & National Forest Foundation; Stewardship Coordinator Position

10:00 • Possible Executive Session Pursuant to C.R.S. 24-6-402(4)(b); Update from County Attorney's Office on Legal Matters

- **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.

GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - Revision #1

126

DATE: Tuesday, January 14, 2020

Page 1 of 1

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 8:30 am • Crested Butte Chamber of Commerce Update; Ashley UpChurch
- 8:40 • Discussion; Gunnison County Marijuana Regulations
- 9:25 • Strategic Performance Update
 - Community & Economic Development Director Cathie Pagano
 - A4, D1 & D5
- 10:00 • Strategic Plan Result D4; Corridor Planning (ADDITION)
- 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.

February 3, 2020**Work Session**

Colorado Division of Housing

Consent Agenda

MOU with Nordic for SOAR Build

Acceptance of Utility, Storm Water, Electric and Irrigation Infrastructure Easements Associated with the Phase 2 Kapushion Tracts Located in Block 2, Lots 17-32 and Block 11, Lots 1-16, Town of Crested Butte.

New Business

Presentation by Chris Larsen of Mountain Express

GCSAPP Youth Mental Health and Substance Abuse Request

Ordinance - Verizon Tower Lease

Ordinance No. 3, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 504 Maroon Avenue to the Gunnison County Library District.

CBFPD IGA

Ordinance - CBFPD Station 1 Lease

Resolution - Designating CBFPD as the Town's emergency response authority for hazardous incidents

Tuesday, February 18, 2020**Work Session**

Quarterly County Commissioner Update

Community Compass Update

Consent Agenda

Year End Financial Summary

Funding Agreement for Housing Fund

New Business

Year End Report from The Chamber

Discussion on In-House Engineer

Resolution - Dispatch IGA

March 2, 2020**Work Session**

Town Facilities Energy Audit Findings and Recommendations for Next Steps

Consent Agenda

Resolution - Final Payment for WTP

Future Items

- Quarterly Financial Reports
- Ordinance - CO Model Traffic Code 2018
- Briefing of the Legal Implications of Vested Rights
- Appointment of Municipal Judge - July 2020
- MOU with GCEA for Renewable Energy.