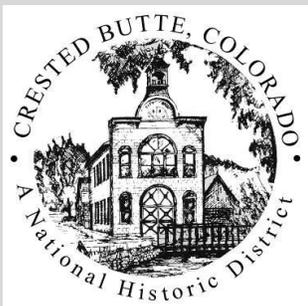


AGENDA
Town of Crested Butte
Special Town Council Meeting
Monday, January 8, 2017
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

5:00 WORK SESSION

Presentation Regarding Council Member Liability by Sam Light on Behalf of CIRSA.

7:00 ADMINISTRATION OF THE OATH OF OFFICE TO MAYOR JIM SCHMIDT

7:05 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

7:07 APPROVAL OF AGENDA

7:09 CONSENT AGENDA

- 1) December 18, 2017 Regular Town Council Meeting Minutes.
- 2) Resolution No. 1, Series 2018 - 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) Approval of a 40' Revocable License on the Eastern Portion of Lot 7 of the McCormick Ranch for Nordic Skiing.
- 4) Certification of Town's Official Zoning Map.
- 5) Certification of the Town's Official Watershed Map.

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.

7:11 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.

7:15 STAFF UPDATES

7:25 NEW BUSINESS

- 1) Approval of a Parking agreement Between the Town of Crested Butte and Oh Be Joyful Church for the use of Private Property for Public Parking in Block 54 Lots 1-3 for the Consideration of Waiver of Payment in Lieu Parking Fees.

7:35 2) Ordinance No. 1, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Unit 1, Town Ranch Apartments, 808 9th Street And 906 Butte Ave. Crested Butte, Colorado) to Various Town Employees.

7:40 3) Council Member Appointments to Boards and Committees.

7:50 LEGAL MATTERS

7:55 COUNCIL REPORTS AND COMMITTEE UPDATES

8:05 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:15 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, January 22, 2018 - 6:00PM Work Session - 7:00PM Special Council
- Monday, February 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council

- Tuesday, February 20, 2018 - 6:00PM Work Session - 7:00PM Regular Council 2

8:20 **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) on water cases with Scott Miller and regarding 2016CV30080, Sopris 715, LLC v. Town of Crested Butte.

9:00 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, December 18, 2017
Council Chambers, Crested Butte Town Hall

Mayor Petito called the meeting to order at 6:04PM.

Council members present: Will Dujardin, Kent Cowherd, Chris Haver, Laura Mitchell, and Paul Merck

Staff Present: Town Attorney John Sullivan and Community Development Director Michael Yerman

Acting Town Manager/Finance Director Lois Rozman, Town Clerk Lynelle Stanford, Chief Marshal Mike Reily, and Parks and Recreation Director Janna Hansen (for part of the meeting)

EXECUTIVE SESSION

Petito read the reason for the 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) on Brush Creek.

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

The Council went into Executive Session at 6:05PM. The Council returned to open meeting at 7:05PM. Mayor Petito made the required announcement before returning to open meeting.

APPROVAL OF AGENDA

Mitchell moved and Merck seconded a motion to approve the agenda. A roll call vote was taken with all voting, "Yes," except for Haver, who was not present for the vote. **Motion passed unanimously.**

CONSENT AGENDA

- 1) December 4, 2017 Regular Town Council Meeting Minutes.**
- 2) Professional Services Agreement with Western State for Energy Action Plan Update.**
- 3) Approval of the Services Agreement with the Crested Butte/Mt. Crested Butte Chamber of Commerce.**

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

PROCLAMATION EXPRESSING APPRECIATION FOR LOIS ROZMAN

December 29, 2017, Lois Rozman Day, was determined to be a day of appreciation for Rozman. Petito read the proclamation. Rozman expressed appreciation for the years of serving.

PUBLIC COMMENT

None

STAFF UPDATES

Lynelle Stanford

- Received an application for the transfer of Soupcon’s liquor license.
- 411 ballots had been received.

Mike Reily

- Due to the lack of snow, they had not had to tow, and currently they had the standard workload.
- Attended a meeting with CBMR, the Mt. Crested Butte Police Department, and Mountain Express to discuss scheduling for groups.

Janna Hansen

- The Big Mine Ice Arena opened today.
- Hockey would begin the week of January 8th.
- Adult dodge ball, gymnastics, and ice skating would also be starting.

Michael Yerman

- Town was awarded the Youth Corp grant from GOCO.
- Two upcoming Brush Creek meetings had been turned into work sessions.
- Bids were due for the duplex build on December 20th.
- He reminded the Council of the retreat at 9:30AM on the 21st.

Lois Rozman

- Rozman’s successor, Rob Zillioux, had been coming in half days. He would be in the office full time the end of next week.

PUBLIC HEARING

1) Ordinance No. 37, Series 2017 - An Ordinance of the Crested Butte Town Council Adopting Changes and Additions to the 2017 Budget and Appropriations Relative to the Sales Tax Fund and Affordable Housing Fund.

Petito read the title of the ordinance, and he confirmed proper public notice had been given. Rozman pointed out the change from what was presented at the last meeting of \$20K added to the Town's school build project. Petito opened the meeting to public comment. No one was present who wanted to comment. There was no further Council discussion.

Mitchell moved and Merck seconded a motion to approve Ordinance No. 37, Series 2017 with the amendment of the \$20,000 to the school build. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Resolution No. 73, Series 2017 - A Resolution of the Crested Butte Town Council Approving the Purchase of Real Property from Crested Butte Limited Partnership A/K/A Trappers Crossing, Ltd.

Yerman explained the history of the resolution, the background of avalanche control on the property, and the ownership of the property. He described the location of the property. There would be conditions imposed, as part of the sale, as a conservation covenant that would go through BOZAR. Dujardin questioned condition number ten, listed in the staff report, related to enforcement. Hansen reviewed the concerns of the property owners and signage that had been installed.

Merck moved and Dujardin seconded a motion to pass Resolution No. 73, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Letter to Gatesco Regarding Brush Creek Development in Response to the November 30 Council Work Session.

Yerman handed out a draft letter that reflected thoughts heard from Cowherd, Merck, and other comments from the public.

Mitchell stated that dedicated guest and visitor parking were important. Cowherd reviewed changes he had suggested, including what Mitchell agreed was important. Haver listed what he thought the main focuses were: density, utilities, the housing need, and compatibility. Dujardin wanted to clarify the housing needs section. Haver said they should include both 50% and 80% AMI, and Dujardin agreed.

Next, Merck mentioned the section on utilities, and Haver brought up the section on compatibility. Haver stated his concerns on density, and he elaborated they were hoping to bring down the size closer to the LUR. Then, Haver drew the Council's attention to the section on parking and transit. They would need to push for parking areas down the road at some point, and they needed to focus on having proper transit parking in that area. There should be a public transit component. The Council specified the wording of providing dedicated parking for the transit center or community center. It was recognized that the need would be identified through a traffic study. Haver read from the section

entitled, Fiscal and Facilities Impacts. The discussion returned to utilities, and no one saw the need to add anything.

Dujardin moved and Haver seconded a motion to authorize Jackson to sign the letter to Gatesco with amendments. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

Sam Light from CIRSA would be at the next meeting on January 8th.

Sullivan participated in a phone call with CIRSA counsel regarding the ADU lawsuit. Court ordered mediation had been scheduled for January 11th. The Town had won every claim. There was one pending claim, and it was difficult to quantify damages. The property owners were facing fines of \$100 per day for about a year. It would be discussed during mediation. Green would provide an update after mediation.

COUNCIL REPORTS AND COMMITTEE UPDATES

Paul Merck

- Went to the kick-off of the Sustainable Tourism and Outdoor Recreation Committee. They did a roundtable welcome and then a second round to discuss concerns. He identified concerns of Crested Butte were data collection and damage that was being done.

Laura Mitchell

- Attended Tourism Association meeting last week. There were situations of homeless people staying at Hartman’s.
- November was up in website traffic.
- United picked up Air Wisconsin.
- They talked about bathrooms within the BLM.
- Also, she attended the Chamber meeting.

Jackson Petito

- Attended roundtable with Kerry Donovan and Conservation Colorado on proposed legislation on hard rock mining that would not allow self-bonding.

Chris Haver

- Attended RTA meeting. Western would advertise on one of the busses with the objective to help build the college.
- RTA decided to hire a consulting firm for pay analysis for the Executive Director position. They were also starting to come up long term plans.
- They were short of a quorum at the Gunnison Valley Housing Authority meeting. They talked about records policies and adding an advisory group.

Kent Cowherd

- Attended Brush Creek meetings.
- Praised Bob Nevins for his representation of the Town.
- Topics of the meeting were transportation and water.
- There was discussion on the Deli Trail and traveling in the winter.
- They talked about getting water from Meridian Lake.

Will Dujardin

- Would be attending the Mountain Express meeting tomorrow.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mitchell suggested starting the meetings at 6PM and the work sessions at 5PM because of the late hours. Haver preferred 6PM.

Petito questioned the timing of the swearing in of the new Mayor, which Stanford explained.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, January 8, 2018 - 6:00PM Work Session - 7:00PM Special Council
- Monday, January 22, 2018 - 6:00PM Work Session - 7:00PM Special Council
- Monday, February 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council

The Council was reminded the work session would start at 5PM on January 8th.

ADJOURNMENT

Mayor Petito adjourned the meeting at 8:15PM.

Jackson Petito, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

January 8, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 1, Series 2018 – 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

Date: December 27, 2017

Summary:

Ordinance No. 2, Series 2010 amended the Town Code by striking the list of three designated posting places. Furthermore, the ordinance stated that designated posting places shall be approved by resolution of the Town Council each year. Staff recommends the following three locations: 1) outside the reception office in the Town Offices, located at 507 Maroon Avenue; 2) the Crested Butte Library, located at 504 Maroon Avenue; and 3) the lobby of the Old Town Hall, located at 132 Elk Avenue in Crested Butte, Colorado, as the official public posting places for the purposes of posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption. These three locations have been the three posting places for Town in recent history.

Recommendation:

To approve Resolution No. 1, Series 2018 designating the three official public places for posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption as part of the Consent Agenda.

Recommended Motion:

Motion to approve Resolution No. 1, Series 2018 as a part of the Consent Agenda.

RESOLUTION NO. 1

SERIES 2018

**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**

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

WHEREAS, Colorado Revised Statutes, section 24-6-402 (2) (c) requires that each Colorado municipality annually designate an official public posting place for notices announcing Town Council meetings and other important items;

WHEREAS, Article 4.11 of the Town Charter requires that, after adoption of an ordinance, copies of the ordinance shall be posted in three public places within Town; and

WHEREAS, the Town Council wishes to officially designate the following three locations: 1) outside the reception office in the Town Offices, located at 507 Maroon Avenue; 2) the Crested Butte Library, located at 504 Maroon Avenue; and 3) the lobby of Old Town Hall, located at 132 Elk Avenue in Crested Butte, Colorado, as the official public posting places for the purposes of posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption.

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

That the Town’s official public posting places for posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption, are hereby designated as: 1) outside the reception office in the Town Offices, located at 507 Maroon Avenue; 2) the Crested Butte Library, located at 504 Maroon Avenue; 3) the lobby of Old Town Hall, located at 132 Elk Avenue in Crested Butte, Colorado, as the official public posting places for the purposes of posting notices announcing Town Council meetings and other important items and for posting copies of ordinances after adoption.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 8TH DAY OF JANUARY, 2018.

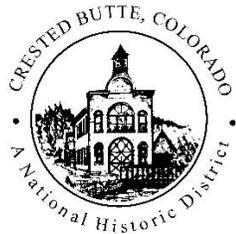
TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

January 8, 2018

To: Mayor Schmidt and Town Council

From: Hilary Henry, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Revocable License for the Teocalli Connector Trail on Lot 7 McCormick Ranch**

Background:

In the summer of 2017, Crested Butte Nordic approached Town Staff with concerns about the ongoing damage caused by their snowcat to the boardwalk on the private Verzuh Open Space. Each winter, Crested Butte Nordic grooms the Teocalli Connector Nordic trail, which lies directly adjacent to the boardwalk. The easement corridor where the boardwalk and groomed Nordic trail lie is slightly too narrow, causing unavoidable damage to the boardwalk each winter. Crested Butte Nordic pays the Town of Crested Butte each spring to repair this damage to the boardwalk.

In order to mitigate the ongoing damage, repairs, and expense to their organization, Crested Butte Nordic has been working with Jeffrey Serra, owner of the Lot 7, McCormick Ranch property to move the Teocalli Connector Trail to the east, onto his property. The Town Council approved signing a letter of support for this relocation of the trail, given the consent of the property owner, at their July 10, 2017 meeting.

Crested Butte Nordic has secured the support of Mr. Serra for a revocable license allowing the relocation of the trail onto his property. The Town will hold the license and allow Crested Butte Nordic to continue to maintain the Teocalli Connector Nordic Trail.

Recommendation: Staff recommends that the Council make a motion, followed by a second, to authorize the mayor to sign a revocable license between Jeffrey Serra and the Town of Crested Butte for the use of the western 40' of Lot 7, McCormick Ranch for the relocation of the Teocalli Connector Nordic Trail.

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is entered into this ___ day of January, 2018, between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose legal address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, and Jeffrey R. Serra (“Serra”), whose legal address is 805 Las Cimas Parkway, Suite 350, Austin, Texas 78746.

RECITALS

A. The McCormick Ranch Subdivision Plat was recorded on August 18, 2000, at Reception No. 504295 of the records of the Gunnison County Clerk and Recorder. Serra is the current owner of Lot 7 of the McCormick Ranch Subdivision, which contains 37.40 acres.

B. Since 2000, the user of the Town’s recreation easement, Crested Butte Nordic Center, has installed a Nordic skiing trail system on the Town’s recreation easement located on property owned by the Sheep Mountain Partners, LLC. However, the current trail alignment causes damage to the Town’s boardwalk located in the easement each year.

C. To mitigate damage to the boardwalk, the Town and Serra have agreed to allow and realign the location of the trail to cross the Serra property through this Revocable License Agreement, and the parties desire to memorialize their agreement for the trail relocation upon the Serra property.

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

1. Grant of License. Serra hereby grants the Town a revocable license of Forty Feet (40 feet) in width along the westerly boundary of Lot 7 for the purpose of locating a Nordic skiing trail within the License Area. The legal description for the License Area upon the Lot 7 property is more particularly described in the attached **Exhibit 1**. The Town and its agents (such as the Crested Butte Nordic Center) are jointly and severally responsible for maintaining the skiing trail within the 40 foot License Area.

2. Duration of License. The Town and Serra agree that the Nordic skiing trail may be located within the License Area until Serra revokes the License. If Serra desires to revoke the License, Serra shall notify the Town in writing that he is revoking the License to use the westerly 40 feet of Lot 7 for the Nordic skiing trail not less than thirty (30) days prior to the date on which Serra intends the License to end. Upon receiving such written notice, the Town will inform Crested Butte Nordic Center that the trail must be removed from Lot 7.

3. Indemnification. The Town hereby undertakes to indemnify, defend and hold harmless Serra, his heirs, representatives, successors and assigns, from any and all cost, expense, damage or

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jeffrey R. Serra.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

Exhibit _____

Easement Description:

A strip of land situated entirely within Lot 7 of The McCormick Ranch as recorded at Reception Number 504295, Section 2, Township 14 South, Range 86 West of the 6th Principal Meridian, Gunnison County, Colorado. Being more particularly described as follows:

The westerly forty (40.0) feet of said Lot 7, The McCormick Ranch. Said strip contains 1.49 acres more or less.





Staff Report

January 8, 2018

To: Mayor Schmidt and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Certification of Official Town Zoning Map**

Background:

The Official Town Zoning Map is required to be on file with the Town Clerk per Section 16-3-30 of the Code. The Official Zoning Map should be certified on a yearly basis or whenever a zoning change occurs in Town.

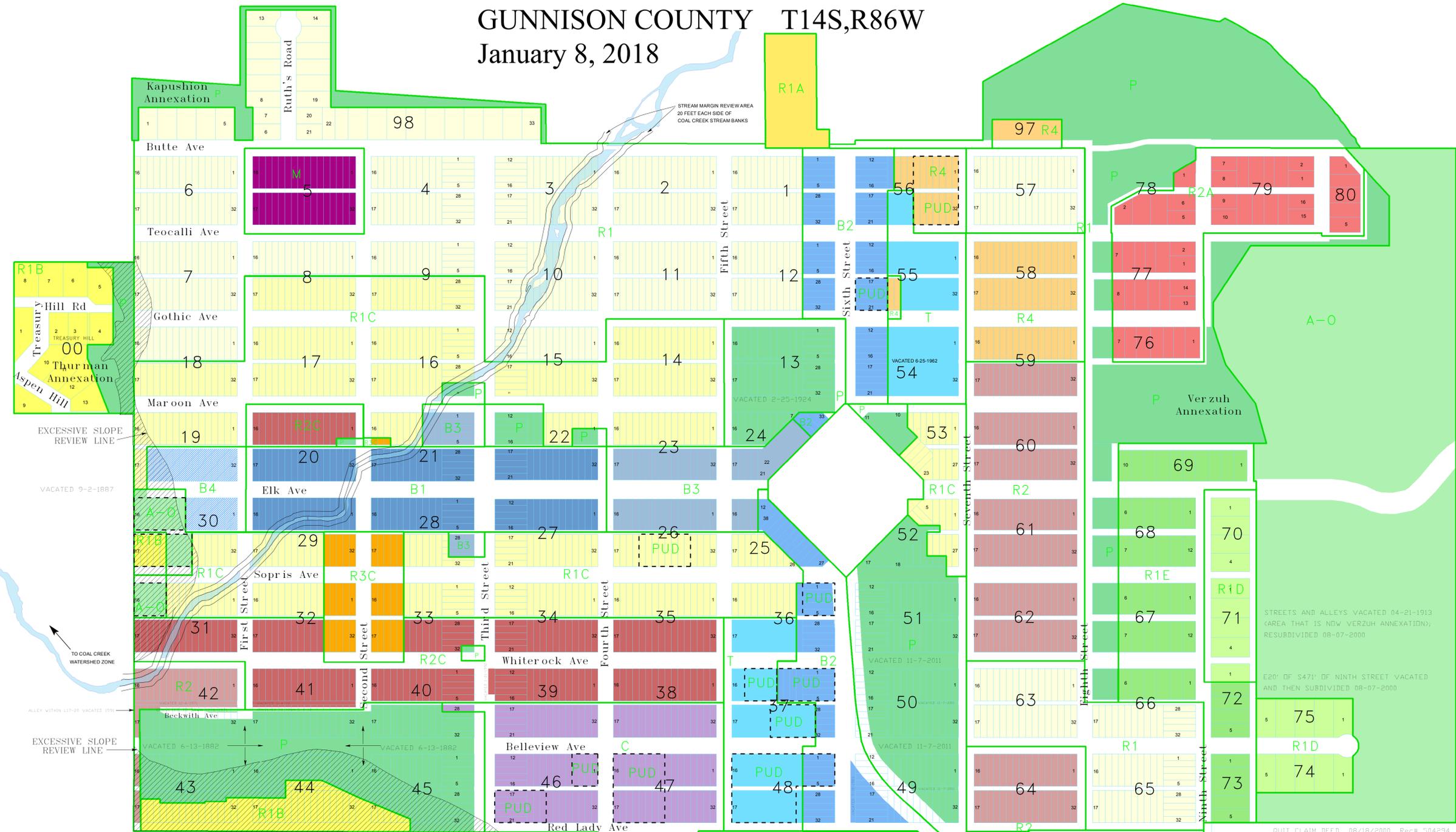
RECOMMENDED ACTION:

Staff recommends a Council member make a motion followed by a second to authorize the Mayor to certify the Town's Official Zoning Map.

OFFICIAL ZONING MAP of the TOWN OF CRESTED BUTTE, COLORADO

GUNNISON COUNTY T14S,R86W

January 8, 2018



- R1 Residential
- R1A Residential
- R1B Residential
- R1C Residential/Core
- R1D Residential
- R1E Residential
- R2 Residential/Multi-Family
- R2A Residential/Multi-Family
- R2C Residential/Multi-Family/Core
- R3C Residential/Historic/Tourist/Core
- R4 Residential/Planned Unit Development
- T Tourist
- B1 Business Core
- B2 Business/Highway Related
- B3 Business/Historic Residential
- B4 West End Business/Historic Residential
- M Mobile Home
- C Commercial
- A-O Agriculture - Open District
- P Public

- Planned Unit Development PUD
- Excessive Slope
- Zoning Boundaries
- Lot Lines
- Coal Creek



ZONING AMENDMENTS INCORPORATED	
Ordinance Number	Block(s) & Lot(s)
NO.3 SERIES 1980	26 17 to 32
55 22,23	
NO.8 SERIES 1980	NE1/4 NW1/4 OF SECTION 3 "T"
NO.12 SERIES 1980	21 7,8
NO.6 SERIES 1983	21 6
NO.13 SERIES 1984	38 6,27
NO.15 SERIES 1984	21 14-16
NO.17 SERIES 1985	56 11
NO.4 SERIES 1989	DYER(S/2 SW/4 SEC35)
NO.8 SERIES 1991	KAPUSHION R1A
NO.9 SERIES 1990	37 6-7
NO.20 SERIES 1990	TRAPPERS CROSSING
NO.24 SERIES 1990	40 17-27, 29-32
	41 17-32
	42 18-32
	43 1-15,18-32
	44 1-21,31,32
	45 1-32
NO.29 SERIES 1990	43 18-32
	44 4-11,17-32
	45 17-22
NO.30 SERIES 1990	56 1-7, 26-32
NO.8 SERIES 1991	THURMAN ANNEXATION
NO.3 SERIES 1992	41 17-32, alley
	42 18-32
NO.5 SERIES 1992	THURMAN ANNEXATION
NO.11 SERIES 1993	8-9 17-32
	14
	15 17-32
	16-17
	18 17-32
	19 1-24
	20 1-16
	21 1-4, 9-16
	22 1-11
	23 1-16
	25 17-26
	26-27 17-32
	28 17-27, 30-32
	29 17-32
NO.11 SERIES 1993 (CONTINUED)	30 9-32
	31-35
	36 7-16
	38-40 1-16
	41 1-16 & N9' 17-32
	52 1-7, 24-27
NO.15 SERIES 1992	52 4-7
NO.4 SERIES 1993	53 9-18
	22 9-11
NO.16 SERIES 1993	21 1-4
NO.4 SERIES 1994	TRAPPERS CROSSING ANNEXATION (RED LADY ESTATES)
NO.7.8 SERIES 1995	KAPUSHION ANNEXATION
NO.20 SERIES 1995	52 6-7
NO.27-30 SERIES 1995	TOWN RANCH ANNEXATION
NO.4 SERIES 1996	TRAPPERS CROSSING ANNEXATION
NO.3 SERIES 1997	TOWN RANCH ANNEXATION
NO.18 SERIES 1998	24 39
NO.3 SERIES 1999	37 8-9
NO.4 SERIES 1999	20 1-3
NO.5 SERIES 1999	SW1/4 SW1/4 SEC35 T14S R86W
NO.4 SERIES 2000	52 23-25
NO.15 SERIES 2000	VERZUH ANNEXATION
NO.16 SERIES 2000	VERZUH ANNEXATION
NO.17 SERIES 2000	72 3-5
NO.20 SERIES 2002	73
	76 TRACTS 1-7
	77 TRACTS 1-14
	78 TRACTS 1-6
	79 TRACTS 1-16
	80 TRACTS 1-5
NO.29 SERIES 2002	25 12
NO.5 SERIES 2003	16 31, 32
	33 E50' 32
	40 N25' 21-23
NO.15 SERIES 2004	22 S62.5' 1-4
NO.3 SERIES 2005	56 8-10
NO.6 SERIES 2006	19 19-24
NO.3 SERIES 2009	19 19-32
NO.1 SERIES 2011	30 9-25
	31 12-16
NO.3 SERIES 2011	40 N25' 17-20 N25' 24-27
NO.11 SERIES 2011	49-52 STREETS & ALLEYS
NO.30 SERIES 2013	37 W50' 28-32

By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk





Staff Report

January 8, 2018

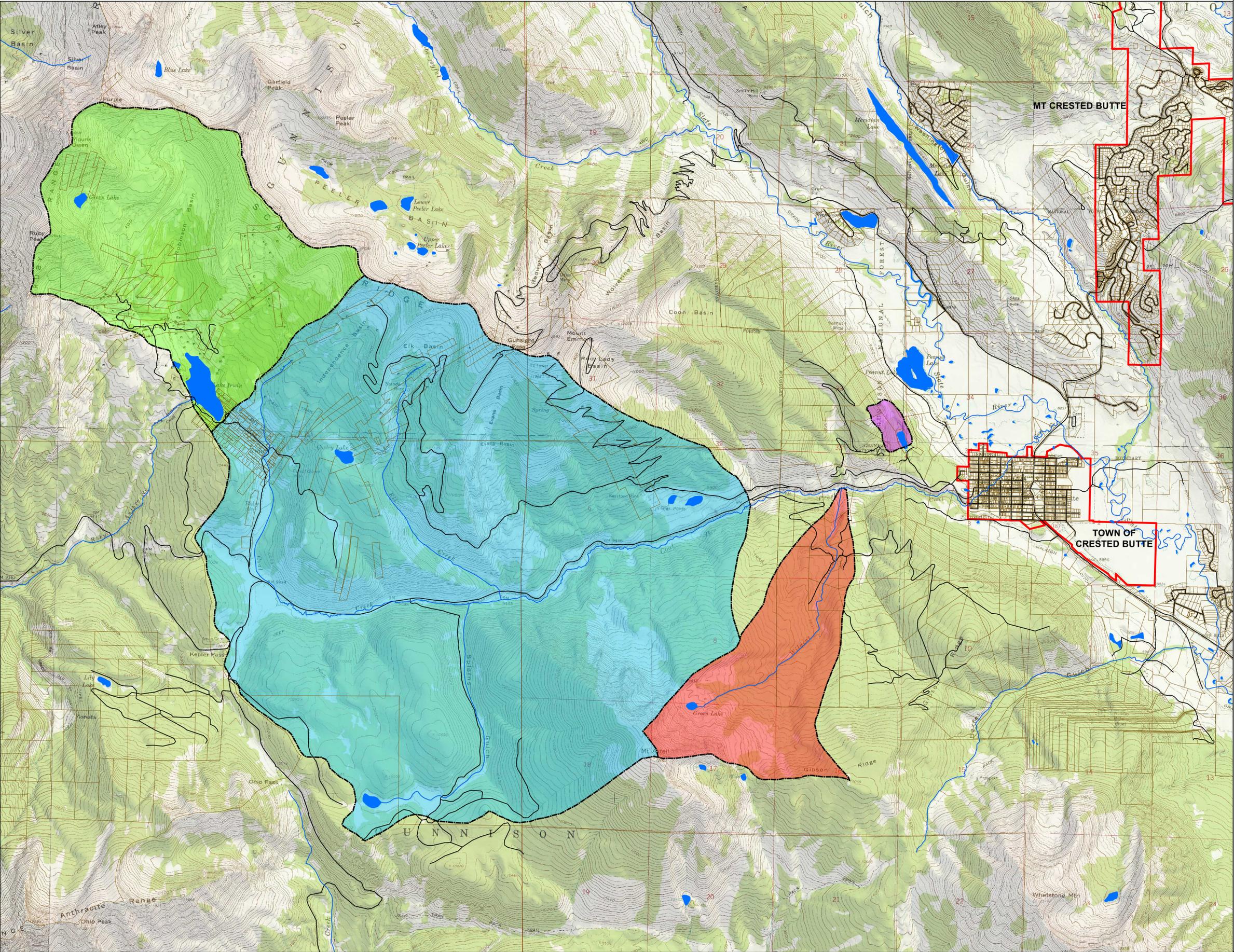
To: Mayor Schmidt and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: **Certification of Official Town Watershed Map**

Background:

The Official Town Watershed Map is required to be on file with the Town Clerk per Section 14-1-30 of the Code. Since the adoption of the watershed ordinance and official map, the Town has upgraded its mapping capabilities and can provide a more accurate map of the Town's watershed and the properties that fall inside of the district. The Town needs to certify this map to be on file with the Town Clerk.

RECOMMENDED ACTION:

Staff recommends a Council member make a motion followed by a second to authorize the Mayor to certify the Town's Official Watershed Map.



**OFFICIAL WATERSHED MAP
TOWN OF CRESTED BUTTE
GUNNISON COUNTY, COLORADO
January 8, 2018**

- Streams
- Roads
- Watershed District Boundary
- Lakes
- Town Boundaries
- Parcel Boundaries
- Watershed Subbasins**
- Coal Creek
- Lake Irwin
- Town Reservoir
- Wildcat Creek



By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk





Staff Report

January 8, 2018

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Ordinance 2018-01, Town Employee Lease Agreements

Summary: The Town has eight rental units that are currently occupied by municipal employees. This ordinance allows for the approval of two of the leases.

Background: The Town has been proactive for many years in constructing and maintaining rental units to ensure that there is some opportunity for affordable housing in Town for municipal employees. The attached leases incorporate the rental rate increase for each unit established with the 2017 budget as well as annual increases for future years.

C.R.S. 31-15-713(1)(c) states that the governing body of a municipality has the power to lease any real estate owned by the municipality when deemed to be in the best interest of the municipality. It further requires that leases for more than one year be approved by ordinance.

Affordable housing remains a top priority for the Town of Crested Butte and providing housing for employees is one of the many strategies utilized by the Town to address housing needs and ensure that the services expected from the Town can be met. As housing costs continue to escalate in the Crested Butte community it has become increasingly difficult for employees to afford to make their homes within the community. Having employees living within Town has many benefits for the community including ensuring responsiveness, encouraging longer tenure, and fostering a greater commitment to the community.

Annual rental rate escalations have been built into each lease so that these will not have to be brought back before the Council for additional approvals unless there is a change in the tenant in the future. The leases will automatically renew each year unless terminated by either party. Employees must vacate these rental units within 60 days of the end of their employment with the Town.

Financial Implications: The Town does incur some expense each year with utilities and maintenance of these properties. The rental income derived from these properties is reinvested in the affordable housing fund.

Proposed Motion: "I move to set Ordinance 2018-01 for a public hearing on January 22, 2018."

ORDINANCE NO. 01**SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE LEASE OF VARIOUS TOWN RESIDENTIAL PROPERTIES (UNIT 1, TOWN RANCH APARTMENTS, 808 9TH STREET AND 906 BUTTE AVE. CRESTED BUTTE, COLORADO) TO VARIOUS TOWN EMPLOYEES**

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

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

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

WHEREAS, the Town Council finds hereby that approving leases of various Town properties for use by certain Town employees 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 Town Council hereby finds that granting leases of various Town properties for use by certain Town employees is in the best interest of the Town.
2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute leases in substantially the same form as attached hereto as **Exhibit “A”** for the following properties to the employees described in such leases.

- A-1. Unit 1, Town Ranch Apartments;
- A-2. 906 Butte Avenue.

Ordinance 2018-01
Employee leases

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY
OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS ___ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Employee Lease Agreements

[attach form leases agreements here]

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Dylan Bova, 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, 2018, for a period of one year, ending on the 31st day of January, 2019 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

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

808 Ninth Street, Town Ranch, Unit 1, Crested Butte, Colorado (a one bedroom residential dwelling that is a portion of a Town owned triplex)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$500.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.

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

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee's employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
- a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.
 - b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
 - c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
 - d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
 - e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
 - f. Lessee understands and agrees that the leased premise is a part of a triplex building, the adjacent portion of which is a similar rental unit occupied by an employee of the Town. Lessee agrees that the tenant(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent Lease-holder.
6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to

- provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.
 9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
 10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$250.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$250.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
 11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
 12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public

liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.

13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party. If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.
16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all

plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.

19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

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

LESSEE: Dylan Bova
PO Box 461
808 Ninth Street, Town Ranch, Unit 1
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: _____
Dylan Bova

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Michael Yerman, 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, 2018, for a period of one year, ending on the 31st day of January, 2019 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:

906 Butte Ave, Crested Butte, Colorado (a two bedroom residential dwelling that is a portion of a Town owned residential property).

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$725.00 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 \$15 per month.

4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for 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 residential neighborhood. Lessee agrees that the neighbors are entitled to the quiet enjoyment of their residence(s), and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent neighbor(s).
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: Michael Yerman
PO Box 4241
906 Butte Ave.
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: _____
Michael Yerman



Staff Report

January 8, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Council Member Appointments to Boards and Committees
Date: December 27, 2017

Summary:

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

The existing appointments remain on the list as determined, including appointments that were discussed at the meeting on December 4, 2017. The Council could make changes if desired.

Recommendation:

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

Recommended Motion:

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

BOARDS, COMMITTEES AND TEMPORARY COMMITTEE APPOINTMENTS
Revised December 2017

Rural Transportation Authority Board (RTA)

1. Chris Haver
2. Kent Cowherd

Mountain Express Board

1. Laura Mitchell
2. Will Dujardin

Tourism Association (TA) Advisory Board

1. Laura Mitchell

Crested Butte/Mt. Crested Butte Chamber of Commerce

1. Laura Mitchell
2. Will Dujardin (alternate)

Coldharbour Institute

- 1.
2. (alternate)

Gunnison County Housing Authority Advisory Board

1. Michael Yerman
2. Jim Schmidt

Gunnison Valley Housing Foundation

1. Jackson Petito

Center for the Arts

1. Paul Merck

Gunnison Valley Land Preservation Board

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

West Elk Loop Scenic Byway Committee

1. Laura Mitchell

Colorado Association of Ski Towns

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

DOLA Region 10

1. Kent Cowherd

Upper Gunnison River Water Conservancy District

1. Will Dujardin

Water Quality/Quantity Committee

1. Will Dujardin
2. Kent Cowherd

Downtown Crested Butte Lodging Association

1. Chris Haver

Cemetery Committee

1. Jim Schmidt

Community Builders Taskforce

1. Chris Haver

CDOT Region 3

1. Jim Schmidt

Creative District Commission

1. Kent Cowherd
2. Will Dujardin

Grant Review Committee

1. Laura Mitchell
2. Paul Merck

Gunnison County Sustainable Tourism & Outdoor Recreation Committee

1. Paul Merck

Boards and Committees List Revised December 2017

Rural Transportation Authority Board (RTA)

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

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

Current Members:

1. Chris Haver
2. Kent Cowherd

Meeting Schedule: Meetings start at 8 a.m. The location alternates between the Gunnison County Courthouse and the Crested Butte Town Hall. 12/8/2017, 1/12/2018, 3/9/2018, 5/4/2018, 6/8/2018, 8/10/2018, 9/28/2018, 11/2/2018, 12/7/2018

Director: Scott Truex

Phone: 970-275-0111

E-mail: struex@gunnisonvalleyrta.org

Website: Gunnisonvalleyrta.org

Mountain Express Board

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

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

Current Members:

1. Laura Mitchell
2. Will Dujardin

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

Director: Chris Larsen

Phone: 970-275-5175

E-Mail: Clarsen@crestedbutte-co.gov

Website: www.mtexp.org

Tourism Association (TA) Advisory Board

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

Mission: Enhance economic vitality by marketing our county as a year round destination and foster relationships with community partners to ensure a quality guest experience.

- One Council member.

Current Member:

1. Laura Mitchell

Meeting Schedule: Every second Thursday, once a month at 7:30 a.m., alternating between the Crested Butte/Mt. Crested Butte Chamber of Commerce and the Gunnison County Courthouse. The next meeting is on December 14, 2017 at the Courthouse.

Please RSVP for meetings, and they will provide food.

Director: John Norton

Phone: 970-379-5498

E-Mail: john@nortonglobal.com

Website: www.gunnisoncrestedbutte.com

Crested Butte/Mt. Crested Butte Chamber of Commerce

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

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

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

- One council member and one alternate. Nonvoting member.

Current Members:

1. Laura Mitchell
2. Will Dujardin (alternate)

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

Director: Ashley Upchurch

E-Mail: director@cbchamber.com

Phone: 970-349-6438

Website: www.cbchamber.com

Coldharbour Institute

Current Members:

- 1.
2. (alternate)

Meeting Schedule: Every two months

Director: Suzanne Ewy

Phone: 719-530-1103

E-Mail: sewy@western.edu

Website: www.coldharbourinstitute.org

Gunnison County Housing Authority Advisory Board

The mission of the Gunnison County Housing Authority (GCHA) is to assist in providing suitable housing and an acceptable environment for the elderly, the handicapped, and the disadvantaged; and to encourage private investment in housing to help meet the housing needs of all citizens.

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

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

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

Current Members:

1. Michael Yerman
2. Jim Schmidt

Meeting Schedule: Attempt to meet the 2nd Thursday of each month. In the summer the meetings take place in Crested Butte (at the Chamber of Commerce) and in the winter the meetings take place in Gunnison (at the Housing Authority Offices).

Director: Jennifer Kermode

Phone: 970-641-7901

E-Mail: kfulmer@gvrha.org

Website: www.gunnisoncounty.org

Gunnison Valley Housing Foundation

Mission:

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

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

Current Members:

1. Jackson Petito

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

Center for the Arts

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

- One council member; Non-voting member.

Current Member:

1. Paul Merck

Director: Jenny Bernie

Phone: 970-349-7487 x2

E-Mail: jenny@crestedbuttearts.org

Website: www.crestedbuttearts.org

Gunnison Valley Land Preservation Board

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

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

Current Members:

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

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

Contact person: Mike Pelletier
Phone: 970-641-7645
E-Mail: mpelletier@gunnisoncounty.org
Website: www.gunnisoncounty.org

West Elk Loop Scenic Byway Committee

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

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

- One council member, one alternate.

Current Member:

1. Laura Mitchell

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

Contact Person: John Hoffman

Phone:

E-Mail: jhof@rof.net

Website:

Colorado Association of Ski Towns

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

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

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

Current Members:

1. Jim Schmidt

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

Contact person: Margaret Bowes, Executive Director

Phone: 970-485-2737

E-Mail: mbowes@coskitowns.com

Website: www.coloradoskitowns.org

DOLA Region 10

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

One council member

Current Member:

1. Kent Cowherd

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

Contact person: Michelle Haynes, Executive Director

Phone: 970-249-2436 ext. 202

E-Mail: mhaynes@region10.net

Website: www.region10.net

Upper Gunnison River Water Conservancy District

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

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

Current Member:

1. Will Dujardin

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

Contact person: Frank Kugel

Phone: 970-641-6065

E-mail: fkugel@ugrwcd.org

Water Quality/Quantity Committee

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

Current Member:

1. Will Dujardin
2. Kent Cowherd

Meeting Schedule: Quarterly as determined by members' schedules.

Contact Person: Torrie Jarvis

Phone: 970-596-5039

E-mail: qqwater@nwccog.org

Downtown Crested Butte Lodging Association

Current Member:

1. Chris Haver

Cemetery Committee

Current Member:

1. Jim Schmidt

Community Builders Taskforce

Current Member:

1. Chris Haver

CDOT Region 3

Current Member:

1. Jim Schmidt

Creative District Commission

Current Member:

1. Kent Cowherd
2. Will Dujardin

Grant Review Committee

Current Members:

1. Laura Mitchell
2. Paul Merck

Gunnison County Sustainable Tourism & Outdoor Recreation Committee

Current Member:

1. Paul Merck

COUNCIL CHAMBERS
January 18th, 6 pm



BOZAR YEAR END REVIEW

Including

Documentary by
Nathan Bilow

About History of Architecture and Design Review
from a Midtimer's Perspective

At the conclusion of each building season/year, the completed projects are compiled for review with the BOZAR. We appreciate everyone's involvement and invite you to attend this year's review and selection of the Project of the Year. Council Chambers, 507 Maroon Avenue, Thursday, January 18, 2018 6:00 pm.



January 22, 2018**Work Session**

Roundabout 101 (JVA and McDowell Engineering)

Public Hearing

Liquor License Transfer for Talk of the Town

New Business

Torie Jarvis presenting about NWCCOG QQ Committee

Slate River Development Annexation Concept Review

Brush Creek – Review comments for public hearing

February 5, 2018**Work Session**

Possible extra time needed for Slate River Concept plan review

New Business

Year End Report from the Chamber

February 20, 2018**Work Session**

Affordable Housing Discussion

New Business

CB to Carbondale Plan Comments

Future Items

- Update to current version of Model Traffic Code
- Update Section 8-2-50 - winter parking signs
- Charter Franchise Agreement
- Ordinance Adopting Standard Sales Tax Definitions
- Disposition of Land at Avalanche Park