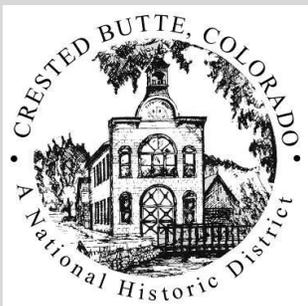


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, November 5, 2018
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

5:30 WORK SESSION

1) Discussion on the 2019 Budget.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) October 15, 2018 Regular Town Council Meeting Minutes.

2) Agreement for the Extension of Town Water to Ruby Mountain Pursuant to Section 13-1-280.

3) Acceptance of Ruby Mountain Easement for Slate River Water Transmission Line.

4) Resolution No. 25, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Suzanne Simmons to Encroach Into the Right-Of-Way Adjacent to Gothic Avenue and Lots 22-24, Block 27, Town of Crested Butte.

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 PROCLAMATION IN HONOR OF GLO CUNNINGHAM

7:15 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.

7:25 STAFF UPDATES

7:35 OLD BUSINESS

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

8:05 NEW BUSINESS

1) Presentation, Discussion, and Possible Adoption of the Snow and Ice Control Operations Plan.

8:25 2) Annual Report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte.

8:35 3) Discussion Regarding Toy Vehicles in Town Rights of Way.

8:50 4) Presentation of the 5 Year Town of Crested Butte Affordable Housing Plan.

9:10 5) Review and Adoption of the 2019 Paradise Park Affordable Housing Lottery Timeline and Procedures.

9:30 LEGAL MATTERS

9:35 COUNCIL REPORTS AND COMMITTEE UPDATES

9:50 OTHER BUSINESS TO COME BEFORE THE COUNCIL

10:00 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, November 19, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, December 3, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, December 17, 2018 - 6:00PM Work Session - 7:00PM Regular Council

10:05 EXECUTIVE SESSION

1) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) on R and S Journey's End LLC Case Number 2018-CV-30008.

2) For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, regarding the Town Manager Annual Review.

11:05 ADJOURNMENT

2019 Budget – Council Work Session

November 5, 2018



Discussion Topics

- 2019 Budget Summary
- 5 year capital plan
- Questions for Council

2019 Summary Budget v2

2019 Budget

Summary of all Revenue, Expenditures and Fund Balances

11/1/2018 12:35

	General Fund	Enterprise Fund			General Capital Fund			Conservation Trust Fund	Street & Alley Fund	Affordable Housing Fund	Total
		Water	Wastewater	Trash	Capital	Open Space	Parks				
Revenue											
Taxes	4,007,406				255,000	600,000	432,615		851,274	805,000	6,951,294
Service Charges	133,720	650,940	851,785	271,347			40,000			44,555	1,992,347
Licenses & Permits	344,850										344,850
Housing Payments in Lieu										60,000	60,000
Fines & forfeitures	60,950										60,950
Grants / fundraising		800,000									349,241
Interest Income	100,000										1,149,241
Misc	168,100	8,500	8,500		33,000			11,820	3,737	1,690,000	1,923,657
Total Operating Revenue	4,815,026	1,459,440	860,285	271,347	288,000	600,000	821,856	11,820	855,011	2,599,555	12,582,340
Tap Fees		250,000	350,000								600,000
Other		1,225,000									1,225,000
Total Capital Revenue	-	1,475,000	350,000	-	-	-	-	-	-	-	1,825,000
Total Revenue	4,815,026	2,934,440	1,210,285	271,347	288,000	600,000	821,856	11,820	855,011	2,599,555	14,407,340
Operating Expenses											
Enterprise Fund		503,065	856,753	268,869							1,628,687
Affordable Housing									160,500		160,500
Streets & Alley								588,178			588,178
Conservation Trust											
Parks							560,662				560,662
Open Space						22,000					22,000
Misc Capital					128,275						128,275
Mountain Express	826,036										826,036
General Government	323,721										323,721
Court	7,362										7,362
Council	72,018										72,018
Elections	11,600										11,600
Legal	147,100										147,100
Clerk	188,968										188,968
Manager	176,290										176,290
Finance / HR / IT	401,893										401,893
Marshals	868,753										868,753
Planning	381,726										381,726
Facilities	232,143										232,143
Shop	258,861										258,861
Public Works	270,522										270,522
Building	264,826										264,826
Recreation	351,396										351,396
Total Operating Expense	4,783,215	503,065	856,753	268,869	128,275	22,000	560,662	-	588,178	-	7,871,517
Capital Expenses		2,215,000	253,000		467,000	1,000,000	525,000		205,000	2,148,000	6,813,000
Total Expense	4,783,215	2,718,065	1,109,753	268,869	595,275	1,022,000	1,085,662	-	793,178	2,308,500	14,684,517
Net Surplus / (Deficit)	31,810	216,375	100,532	2,478	(307,275)	(422,000)	(263,806)	11,820	61,833	291,056	(277,178)
	General Fund	Enterprise Fund			General Capital Fund			Conservation Trust Fund	Street & Alley Fund	Affordable Housing Fund	
2017	4,067,322	4,847,438			3,867,206	1,512,448		41,450	1,414,934	244,284	15,995,082
Budget Fund Reserve 2018	3,708,660		3,892,013		2,566,434	1,022,748		53,270	1,111,305	25,504	12,379,934
Budget Fund Reserve 2019	3,740,470		4,211,398		1,995,353	600,748		65,090	1,173,138	316,560	12,102,756

Changes from October 29 budget session:

- Moved Parks fees of \$40k from General to Parks
- Removed \$40k of double counting in General Revenue
- Split Streets expense into Operating and Capital
- Added \$8k weed mitigation to Streets
- Split Affordable Housing expense into Operating and Capital

5 Year Capital Plan – part 1

Capital Schedule

11/1/2018 12:07

	2018	2019	2020	2021	2022	2023
Revenue, with 1/2 RETT to Affrd Housing		720,615	735,027	749,727	764,722	780,016
Revenue, with 1/2 RETT to Parks		\$1,320,615	\$1,335,027	\$1,349,727	\$1,364,722	\$1,380,016
Marshal						
Marshal Dept Patrol Car	\$62,030		\$67,233	\$72,965	\$76,613	\$80,443
Marshal Dept Zero Motorcycles	\$39,000					
Marshal Office grant contribution						-\$750,000
Marshal Office					\$150,000	\$1,500,000
Total Marshal	\$101,030	\$0	\$67,233	\$72,965	\$226,613	\$830,443
Facilities						
Facilities Vehicle with boxes	\$42,000					
Town Hall Windows	\$0		\$125,000			
Bricks - 100 Block Elk	\$25,000					
Library Furnace Replacement	\$14,000					
ADA Lift OTH	\$6,000		\$194,000			
OTH Mtn Theatre Flooring	\$21,000					
Town Hall Community Room Floor	\$9,000					
Town Ranch Barn - stabilize and repair					\$100,000	
Pita's Shed	\$15,000			\$40,000		
ADA LIFT AT TOWN HALL		\$5,000				\$60,000
TOWN SHOPS BOILER REPLACE.		\$12,000				
YOGA RM WALL/FLOOR			\$15,000			
PAINT STEPPING STONES			\$33,000			
STAIN RAINBOW PAVILION		\$16,000				
R/M: BUILDING & BRIDGE MAINTENANCE	\$55,000	\$55,000	\$55,000	\$42,500	\$42,500	\$42,500
SNOW REMOVAL (ROOFS)	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Total Facilities:	\$132,000	\$97,000	\$431,000	\$91,500	\$151,500	\$111,500
Public Works and Town Shop						
Barricade Truck Replacement	\$40,000					
Dump Truck				\$160,000		
Fixed post speed alert signs	\$9,000		\$11,000			
Skid Steer			\$60,000			
Fencing PW yards	\$50,000					
Public Works Retaining Wall	\$125,000					
Pedestrian Bridges	\$5,000	\$100,000				
Public Works and Town Shop total:	\$229,000	\$100,000	\$71,000	\$160,000	\$0	\$0

Changes from October 29 budget session:

- Added grant of \$750k for Marshal Office in 2023
- Added Town Ranch Barn repair
- Added ADA lift for \$60k in 2023.
- Added annual facility maintenance of \$40k for 2020-2023. Plus, added annual bridge maintenance of \$2,500 for 2020-2023

5 Year Capital Plan – part 2

Capital Schedule	2018	2019	2020	2021	2022	2023
11/1/2018 12:16						
Revenue, with 1/2 RETT to Affrd Housing		720,615	735,027	749,727	764,722	780,016
Revenue, with 1/2 RETT to Parks		\$1,320,615	\$1,335,027	\$1,349,727	\$1,364,722	\$1,380,016
Planning:						
Trail Kiosks	\$10,000					
Annexation-land purchase		\$350,000				
Green / Sustainability Projects		\$100,000	\$150,000	\$150,000	\$150,000	\$150,000
Cemetery - Jokerville Mine Memorial						
Wayfinding Signage	\$77,500	\$0				
Total Planning	\$87,500	\$450,000	\$150,000	\$150,000	\$150,000	\$150,000
Parks:						
Z Turn Mower	\$23,000				\$25,000	\$27,500
Skid Steer		\$75,000				
Electric Vehicle	\$25,000		\$58,000	\$29,000		
Irrigation Smart Clock	\$33,000					
Man Lift				\$40,000		
Bike Racks/Benches/Bleachers	\$5,000		\$5,000	\$5,000	\$5,000	
Pickup trucks	\$32,000		\$64,000			
Henderson Park Remodel - GoCo Grant			-\$40,000			
Henderson Park Remodel		\$0	\$60,000			
Big Mine Park - Town in-kind support				\$250,000		
Big Mine Park - Town cash support				\$250,000		
Big Mine Revenue / fundraising / grants				-\$4,500,000		
Big Mine Hockey/Nordic Expansions				\$4,500,000		
Big Mine Skate park - GoCo Grant					-\$250,000	
Big Mine Skate park	\$5,000	\$5,000	\$5,000		\$350,000	
Dirt Jump/Bike Park	\$14,127					
Avalanche Park Campground						
Pitsker Home Run Fence Replacement			\$15,000			
Rainbow Playground Resurfacing			\$45,000			
Yelenick Park Grant		-\$349,241				
Yelenick Park		\$450,000				
Baxter Gulch Trail Bridges	\$5,000					
Tommy V Restroom Solar Panels	\$24,000					
Total Parks/Trails Projects (net):	\$166,127	\$180,759	\$212,000	\$574,000	\$130,000	\$27,500
Parks Operating	\$535,711	\$661,421	\$674,649	\$688,142	\$701,905	\$715,943
Grand Total Capital	\$1,251,368	\$1,489,180	\$1,605,882	\$1,736,607	\$1,360,018	\$1,835,386
Net annual surplus / (deficit)		-\$768,565	-\$870,855	-\$986,880	-\$595,296	-\$1,055,370
Fund Balance	\$2,566,434	\$1,797,869	\$927,013	-\$59,867	-\$655,163	-\$1,710,533
Fund Balance with RETT		\$2,397,869	\$1,527,013	\$540,133	-\$55,163	-\$1,110,533

Changes from October 29 budget session:

- Added placeholder for green / sustainability projects 2020-2023
- Added \$250k cash and \$250k in-kind to Big Mine project
- Reduced “net” cost and grants for Big Mine project to \$4.5m

Revenue and expense actions taken to balance 2019

Suggested balancing		General	Capital
8th Marshal	\$100,000	\$100,000	
Legal (on staff attorney) No SGS	\$100,000	\$100,000	
Interest Revenue	\$100,000	\$100,000	
Reduce Community Grants	\$50,000	\$50,000	
Big Mine Park planning	\$35,000	\$35,000	
Special Projects - Planning	\$30,000	\$30,000	
CB to Carbondale	\$25,000	\$25,000	
Cut Weed		\$0	
Open skate fees	\$10,000	\$10,000	
Non-resident park fee increases	\$10,000	\$10,000	
Council Room a/v	\$10,000	\$10,000	
Increase Rec Fees	\$10,000	\$10,000	
Waste Management - solar receptacles	\$10,000	\$10,000	
Dumpster fees	\$7,000	\$7,000	
Nordic grooming	\$6,000	\$6,000	
Clerk cabinets	\$5,000	\$5,000	
Digitize BOZAR Minutes	\$5,000	\$5,000	
Council T&E reduction	\$5,000	\$5,000	
Finance / HR Software	\$5,000	\$5,000	
Town Utilities / Phone Charges	\$5,000	\$5,000	
Historic Preservation line item	\$2,000	\$2,000	
Energy Conservation - Gen Gov't	\$2,000	\$2,000	
Total	\$1,107,933	\$533,000	\$574,933

Marshal Dept Patrol Car	\$67,233
ADA Lift OTH	\$194,000
Pita's Shed	\$40,000
ADA LIFT AT TOWN HALL	\$55,000
YOGA RM WALL/FLOOR	\$15,000
PAINT STEPPING STONES	\$33,000
Fixed post speed alert signs	\$11,000
Wayfinding Signage	\$5,000
Bike Racks/Benches/Bleachers	\$5,000
Pickup trucks	\$64,000
Avalanche Park Campground	\$35,000
Rainbow Playground Resurfacing	\$35,700
Pitsker Homerun Fence	\$15,000
Total Capital	\$574,933



Questions for Council

- **Q:** How would you like to see planning for the carbon-neutral **Big Mine Warming House** and ice rink refrigeration to proceed? What, if any, \$ amount would you like Town to contribute to this project? “In kind” contribution? The entire project will likely exceed \$5mm, with annually operating costs increasing proportionally. The “domino effects” of Center for the Arts project being an example.
 - **A:** Town shall not absorb any increase to ongoing operational or maintenance costs for this project. Town will however provide a \$250k cash contribution (inclusive of “Whatever USA” money) and \$250k in-kind work upon final plans and financial projections established.

- **Q: Street** Fund 2019 revenues and expenses are balanced, with a year-end projected Fund balance of \$1.5mm. For 2019, potential projects associated with **School ROW and Red Lady Intersection** are unfunded. What, if any, \$ would you like to earmark for School / Red Lady streets projects? The 2019 budget does not include any Mill Levy increases to offset these potential future projects. Would you like to consider increasing Mill Levy? We are currently at 8, with a voter approval of up to 16.
 - **A:** Town requires firm plans from CBCS before committing any funds.

- If Town is not awarded an \$800k DOLA grant for the **WTP upgrade project**, should staff pay for this portion of the \$2.025mm project with Fund Reserves, or try for additional SRF lending? Should Town nominally increase Water and Sewer rates in 2019, as has been the recent practice? For 2018, Town increase monthly Water from \$27.50 to \$28.00 (a 2% increase) and increased Sewer from \$35.50 to \$37.50 (a 6% increase). These rate increases have been phased in gradually over time to help pay for Plant upgrade projects and increasing operating costs. The Fund balance is projected at \$4.3mm at the end of 2019. However, associated long term debt will be roughly \$3.3mm, leaving an unencumbered balance of \$900k. One year of annual operating expenses are roughly \$2mm. Council has established a goal to maintain at least one year of operating expense in the fund balance.
 - **A:** Town should try to increase loan amount, assuming a higher interest rate return on invested funds.

Questions for Council - continued

- **Q:** The 2019 budget includes \$15k for green / sustainability planning and \$100k for associated projects. Given the reduction of Town's **greenhouse gas footprint** is one of Council's five year goals, should Town set aside more funds for associated projects / initiatives? This would require going into reserves, or reducing expenses elsewhere.
- **Q:** Selling four **duplex units** for \$275k. Buying down cost up to \$75k total. Lot 5, 13 Block 79 and Lot 2 Block 80. Lot sale revenue of \$135k.
- **Q:** Staff recommends removing **Avalanche Park** future development from our 5 year capital plan. The capital costs and ongoing costs are beyond the carrying capacity of our tax base.
- **Q:** Staff recommends guiding the **Creative District** to becoming financially self sufficient in 2020.
- **Q:** Staff recommend bringing basic **legal services** in-house, thus saving +/- \$100k in associated costs.
- **Q:** Staff recommends reducing **Community Grants** by \$50k and guiding long term recipients to become more self sufficient. Grant budget goes from \$105k to \$55k.
- **Q:** Should Staff consider non-resident Park fee increases? And, should Park rental fees be added for all Parks? Should there be fees for Elk Avenue special events?

Appendix

- Council priorities and staff approach
- Cautionary approach to 2019 budget
- Macroeconomics and relationship to Crested Butte finances
- Significant assumptions

Council Vision Statement & Long Range Goals

Vision Statement

Crested Butte is a small mountain town with a big community that strives toward a balanced and sustainable lifestyle while enjoying and protecting the soul of the Valley.

Five Year Goals

- Increase percentage of residents living in Town by achieving a 75% housing full-time occupancy
- 30% of units in Town are deed restricted
- Permanent removal of mining claims by Mt. Emmons Mining Company on Red Lady
- Maintain at least one year of operating reserves in Town's funds
- Reduce greenhouse gas emissions footprint of Town's operations by 50% versus 2017 levels; and, reduce Town of Crested Butte community emissions footprint by 25%
- Ban new formula / franchise retail and restaurant businesses on Elk Ave
- Implement traffic and parking plan
- Complete modified recommended capital projects in Parks & Recreation master plan
- Upgrade Marshal Office facilities

Council 2019 Goals / Priorities

- Block 76 Paradise Park housing project under construction
- Long Lake conservation project funded and closed
- Greenhouse Gas Emissions Action Plan implemented toward five year greenhouse gas reduction goals
- Water Plant upgrade funded and under construction
- Implement ban on new formula / franchise retail and restaurant businesses on Elk Ave
- Town Park playground completed
- Capital planning begun for carbon neutral Big Mine / Warming House expansion and refrigerated ice arena

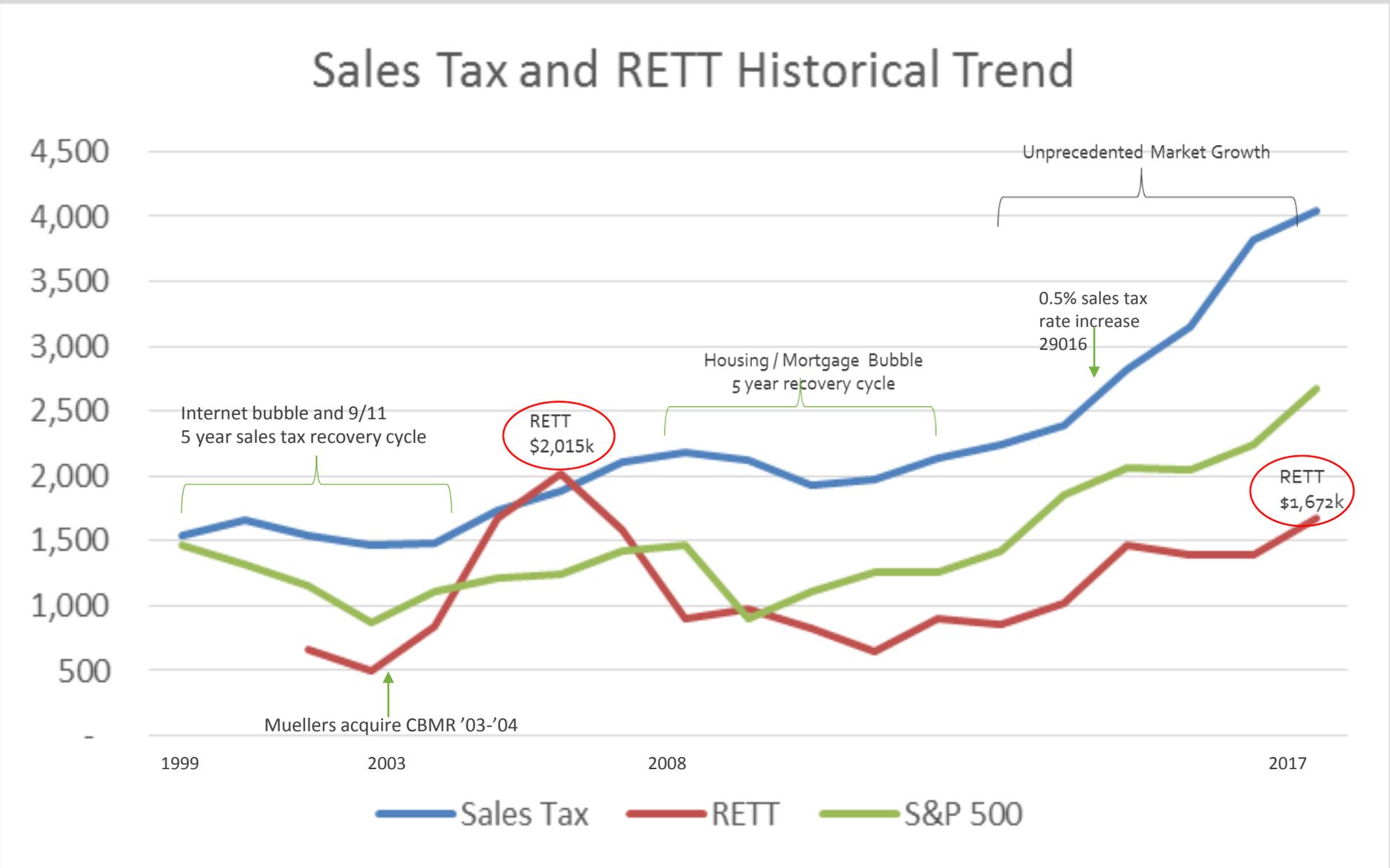
Senior Staff – Budget Guiding Principles

- 1. Council Vision, Five Year Goals and 2019 Priorities serve as guideposts**
- 2. Operating Budget should be balanced**
 - Overall, 2019 revenue and expenses should be roughly equal, without first needing to raise taxes, rates or fees
- 3. Significant replacement or new expenses must be justified / prioritized based on Council Vision and long term goals**

Cautionary approach to 2019 budget

1. **CB has a small and relatively fixed tax base, but supports a much much larger universe**
 - No property tax, RETT, etc from CB South, Mt CB, Brush Creek corridor, Washington Gulch, etc.
 - Moreover, significant (anecdotal) household shopping done in Gunnison and on-line
 - However, Town accommodates the North Valley
 - STR visitors “bring the party with them”, versus hotel visitors
 - Town is generally behind maintenance of our existing facilities, fleet, parks, etc
2. **Late summer and early fall have been at or below plan revenue**
 - September was -1% revenue growth, YTD 3% growth
3. **Overall macroeconomic and socio-political conditions have been erratic ytd**
4. **2018 budget cut into reserves by \$3,251,859**
5. **General fund reserves (Dec 19) will be 0.78 and below ratio level set by Council**
6. **General Capital reserves will be 1.19, slight better but on downward trend**
7. **Large current and proposed projects (such as Center for Arts, Big Mine, Avalanche Park, Bike Park, Affordable Housing, etc) place a significant, ongoing operating expense burden on Town.**

Macroeconomics and impact to Crested Butte



Primary Assumptions

- Overall sales tax revenue increases of 1.5%
- RETT consistent with 2018 budget
- RETT split evenly between Open Space Fund and Affordable Housing Fund
- No fee increases for Water or Sewer, but increase for recycling to offset cost
- No Mill Levy increase for Streets Fund or General Fund
- Slight increases to Recreation / Parks fees
- Increases to Bozar fees
- Mt Emmons (permanent mining claim removal) excluded
- No staffing increases
- Salary increases of 4%, based on CO trends / benchmarking
- Medical insurance increase of 7%
- P&C insurance increases due to WWTP and WTP expansion

Town Revenue Generation – 2019 Rates and Fees

Rates	2018	2019 v1 Purpose and/or notes
State Sales Tax	2.9%	2.9%
Gunnison County Sales Tax	1.0%	1.0% CB received 0.5% back from Gunnison
RTA Sales Tax	1.0%	1.0%
Local Marketing District Sales Tax	4.0%	4.0%
Town of Crested Butte Sales Tax	4.5%	4.5% 0.5% Parks, 1% Transportation Fund, 3% General Fund
Town of Crested Butte Excise Tax	5.0%	5.0% Affordable Housing
Real Estate Transfer Tax	3.0%	3.0% 1.5% Open Space plus Affrd Housing and 1.5% Capital Fund
Use Tax - Auto and Building	4.5%	4.5% 2.7% to Capital Fund and 1.8% to General Fund
Mill Levy - General Fund	2.537	2.537 7.3 total mills
Mill Levy - Street Fund	8.000	8 6.000 Streets and 2.000 Transportation. 16 mills voter approved

Town Fees

Water (1 EQR)	\$28.00	\$28.00 Enterprise fund revenue and expense to match
Sewer (1 EQR)	\$37.50	\$37.50 Enterprise fund revenue and expense to match
Trash / Recycling	\$21.19	\$21.68 Pass through from Wastemanagement, plus \$0.30
	<u>\$86.69</u>	<u>\$87.18</u>

Other Sources of Revenue

Highway Users Tax	State collects and distributes share to CB. ~\$52k annual
Cigarette Tax	State collects and distributes share to CB. ~\$11k annual
MMJ Tax	State collects and distributes share to CB. ~\$30k annual
State Lottery Proceeds	Conservation Trust Fund. ~\$8k annual

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, October 15, 2018
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:07 p.m.

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

Staff Present: Town Manager Dara MacDonald, Town Attorney Barbara Green, and Community Development Director Michael Yerman

Finance Director Rob Zillioux, Parks and Recreation Director Janna Hansen, Public Works Director Shea Earley, Open Space/Creative District Coordinator Mel Yemma, Town Planner Bob Nevins, and Deputy Town Clerk Betty Warren (for part of the meeting)

Schmidt reported that this Town Council meeting was preceded by a Work Session at 6:00 p.m. with a discussion of the 2019 Budget.

APPROVAL OF AGENDA

Schmidt asked Council and Staff if there were any changes to the Agenda prior to approval. MacDonald recommended the removal of the discussion related to R & S Journeys End from the Executive Session.

Merck moved and Dujardin seconded a motion to approve the agenda with the removal of the R & S Journeys End discussion from the Executive Session. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

CONSENT AGENDA

1) October 1, 2018 Regular Town Council Meeting Minutes.

2) Resolution No. 24, Series 2018 - A Resolution of the Crested Butte Town Council Amending the Refuse and Recycling Collection and Disposal Agreement with Waste Management of Colorado Inc.

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

PUBLIC COMMENT

Gary Gates - 7 Journeys End

- Addressed his comments to the Mayor and Council.
- He was speaking in reference to an inappropriate email that was sent on October 5, 2018.
- He was there to apologize to the Mayor, Council, his team, and the community for the tone of that letter.
- It was a draft from a letter a staff member in the Houston office had put together per his instructions concerning the opening with Mt. Crested Butte Town Council. He had instructed the staff member to contact Mt. Crested Butte to determine the necessary procedure and qualifications for a person to fill that position. It would then be sent to their email list.
- Neither Mr. Gates nor anyone from the team had drafted the email, and he failed to fully review it before authorizing its distribution.
- He apologized and said he was sorry for the distress it had caused and took full responsibility.
- He had taken appropriate steps to ensure that it would not happen again. He stated that everyone had worked very hard to address the housing needs and looked forward to a project that benefitted the whole community.

Schmidt said that Gates had called him last week and had also called Mayor Barnes to discuss the matter.

Schmidt had several comments:

At a previous meeting, Gates' team repeated several times that the Town had approved Gatesco as the choice for the project. The Council specifically voted to enter into negotiations with Gatesco.

He said they had implied that Council had given full consent to go forward with the project. Schmidt stated that he personally appreciated the apology but felt it was disingenuous for two reasons: 1) the letter was published in the Crested Butte News criticizing this community and 2) the second concern was related to a letter regarding Melanie Reese's analysis of their project.

Schmidt had listened to Gates' interview on the radio and had questions about his representation of the number of units and the public process to determine what should be built at that location. He and MacDonald had met with the General Manager of CBMR about this situation and talked about putting out a great product for this end of the Valley.

Schmidt said Gates had stated that Crested Butte refused to look at the economics; however, with a recent discussion Crested Butte specifically wanted to look at the economics before any contract was signed.

Sue Navy - 324 Gothic

- Decided to cancel Paradise Clean-up for Sunday due to the volume of snow (reported 9" in Gothic).

- Was concerned about putting people in unsafe conditions and said the trash would be covered.
- Thanked Council for their funding for the clean-up.
- Disappointed that the project had to be cancelled, as 20 + organizations and businesses had supported the effort.
- Schmidt thanked Navy for her continued commitment to the clean-up of the Valley.

Alan Bernholtz - 416 Sopris

- Said the 2019 Snow Plan would be coming in the first week of November.
- His perspective was that the community felt uncomfortable with the new ownership of CBMR.
- He asked Council to not remove snow banks on Elk Avenue but consider going back to “designer” snow banks of the past.
- He said snow banks showed what our Town was all about and was part of the character.

STAFF UPDATES

MacDonald needed direction on the Proposition 110 request. This item was moved to Other Business for further discussion.

The event, Big Air on Elk, had emerged and MacDonald wanted to get the Council’s thoughts on whether to go forward. This item was also moved to Other Business for further discussion.

OVPP meetings coming up at Western Colorado University:

- October 24, 2018 – had been changed from 3:30 p.m. at Western Colorado University to 10:00 a.m. meeting in Crested Butte. MacDonald said she would keep everyone informed about the changes.
- November 8, 2018 – Intergovernmental Elected Officials meeting at 9380 restaurant, from 6:00-8:00 p.m.
- November 6, 2018 – Attorneys Review at 9:00 a.m.

OLD BUSINESS

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

Schmidt said the Council had just received a memorandum from MacDonald summarizing the next steps following the discussions at the joint meeting with Mt. Crested Butte. The meeting was held in an effort to establish what revisions or modifications needed to be agreed upon jointly to move forward with a preliminary plan application with Gunnison County.

Thirteen voting members were in attendance. Petito, from the Town of Crested Butte, was unable to attend. There were nine questions that were discussed and straw polls conducted, though not all Council members voted on every item. The results of the straw poll voting were outlined in the memorandum.

MacDonald mentioned that some of the voting on the nine items produced close results, so Staff had recommended drafting a letter with Mt. Crested Butte to send to County Commissioners. She had provided the draft letter to allow the preliminary plan for the project to go forward.

There was further discussion on item #4, which showed a 5-6 result. MacDonald said she had left that item for discussion. The suggestion was made to take #4 out of the letter or indicate there had been no conclusion.

The question was asked if Mt. Crested Butte needed to be included on the letter. Green stated that this was drafted as a joint letter and, therefore, should include Mt. Crested Butte.

Cowherd said another session with Mt. Crested Butte should be had to discuss these issues. Schmidt said that, since the Council had just received the information tonight, he suggested the possibility of moving consideration to the next meeting of the Town Council.

Petito stated that he was glad #5 had happened. He said another meeting would be helpful in an effort to meet on items that needed discussion and clear the rest with an easy vote. Haver agreed that it would make sense to get the groups together for a meeting again to wordsmith language for clarification. MacDonald offered to arrange a meeting with Mt. Crested Butte for a joint discussion.

Schmidt opened the discussion to the public and said he understood this was new information, but wanted to give the opportunity to members of the public who might wish to comment.

Dujardin addressed Schmidt and said his response to Gates was not commensurate with the rest of the Council. Merck seconded that opinion.

NEW BUSINESS

1) Update from Gunnison Valley Hospital on Fund Raising for a Mental Health Facility in Crested Butte.

Dr. John Tarr, from Gunnison Valley Health (retired) presented on fundraising efforts for a Mental Health facility in Crested Butte. He served on the Gunnison Valley Health Coalition which had as one of its initiatives, the issues related to suicide prevention and said suicide had become pervasive within the Valley. He spoke about the effort of

collaboration between the Gunnison Valley Health system programs which included the Hospital, Senior Care Center, Assisted Living, Home Medical Services, Hospice, and EMS. Some programs in the past did not include the mental health aspect, but he said that physical and mental health were inextricably connected.

The Mental Health Center had acquired a grant for a full time mental health practitioner in Crested Butte. The Health system owned a space in the Ore Bucket building; however, the building was not suitable for a mental health clinic. The Gunnison Valley Hospital and Mental Health Center had each put up \$30,000 for the conversion of the space.

He asked for assistance through the Gunnison Valley Health Foundation, of which he was Chair of the Board. He requested \$5,000 grant funding to help make up for the shortfall with Gunnison Valley Health and the Mental Health Center's funding. This funding would allow the renovations to be completed.

Dr. Tarr introduced Sarah Kramer, Assistant Regional Director for the Center for Mental Health. She spoke about the operational needs and explained the array of services that would be available out of this office. These included psychiatry, medication management, therapy, and peer services. Their vision for crisis services translated over 6 counties of coverage. The crisis line would run 24/7, there would be face-to-face visits with a therapist, and tele video services would be available for those who were unable to visit the clinic.

The Center for Mental Health would partner with Gunnison Valley Health on the project. This would be a resource to the entire community. There was not a date for the project to begin, as the contract was not yet complete, but the project would go forward.

MacDonald reported that the current grant cycle had closed. Grant requests would be given to Merck and Mitchell, and they would bring recommendations to full Council.

2) Presentation from the Slate River Working Group on the Floating Plan.

Mel Yemma, Open Space/Creative District Coordinator, and Hedda Peterson, Stewardship Director, Crested Butte Land Trust, presented on the Slate River Floating Management Plan. The Town of Crested Butte and the Crested Butte Land Trust had worked cooperatively to preserve over 1,000 acres of open space. The Land Trust owned most of the open space lands within the Slate River, and the Town held the conservation easements.

This area had seen a marked increase in recreational use, raising concerns about habitat protection, property rights and resource protection. There were private landowners and public land managers with different interests. The Town and Land Trust, facilitated by Ilene Roggensack, created a working group of 18 stakeholders to address the concerns and impacts related to increased river use.

The working group identified a 10.5 mile corridor beginning at Oh-Be-Joyful campground and running to Skyland Bridge. They proposed management solutions in seven critical areas to include private property rights, agricultural rights, wildlife, variable river flows, river etiquette, access and legal constraints, and infrastructure needs. There was discussion that more collection of data was needed.

There was a draft management plan released to the public for comment. The feedback overwhelmingly favored a no-float date (March 15-August 1 preferred) and protection of the Great Blue Heron Rookery. The working group met again on October 10, 2018 on the management plan and determined the short and long-term solutions. The working group asked for approval and implementation of the short-term plan for 2019 and consideration for the long-term plan within the five year capital projects.

Council suggested dates for the voluntary no-float option. The need for further study, potential signage, education, and ethics were discussed. Green said that related to the right to float, the legislature needed to clarify that issue.

3) Annual Report from the Creative District Commission.

Mel Yemma, Open Space/Creative District Coordinator, outlined the Annual Report of the Creative District. She gave some background to include Crested Butte's certification in 2016 as a Creative District, one of twenty three in the state of Colorado. The Crested Butte Creative District Commission via Ordinance 14, Series 2015, was required to present an annual report to the Council.

The Commission created an action plan in 2018, targeting specific goals related to advocacy, public art, professional development, education and marketing. The 2018 Annual Report outlined the accomplishments and the action plan goals that had been met. They were diversifying funding sources in an effort to be self-sustaining going forward, but were asking for continued support of the Creative District's work from the Town of Crested Butte.

There was a discussion on youth education and mentorship, and that the Creative District's work added to school programs and course offerings above and beyond the public education aspect. Cowherd said he was proud of the Commission and the work they had done. He said the Town should continue to support their efforts.

4) Initial Presentation of 2019 Draft Budget.

Schmidt said the 2019 Draft Budget had been discussed in the Work Session prior to the meeting. Zillioux asked for direction on how to proceed from that discussion related to refining revenue and what to include and not include. Schmidt said he was happy with the budget as presented, other than the Cemetery, which Zillioux agreed to revise. The Council decided to continue the budget discussions.

5) Discussion on Bathrooms at Town Park.

Hansen reported on the 2016 Town Park Playground Renovation Project Site Plan, which eliminated the old Pitsker bathrooms. The current discussion from the September 17, 2018 Town Council meeting sought to keep the bathrooms. This meant that they would be available for the public. Hansen said the number of visitors had increased, so having the extra bathrooms would be good; however, it would add to the cost for Town in terms of maintenance, cleaning staff, supplies and repairs.

Hansen added that there was a lot of work done in 2018 to include painted walls and floors, new faucets, mirrors, trash cans, soap/towel dispensers, and flush valves. There would be additional maintenance costs adding to the five-year plan. The additional maintenance and custodial costs would include:

- New exterior doors with time locks.
- New water fountain with bottle filler.
- Heated bathrooms.
- Rebuild of pump room for heating and janitorial supplies.
- Estimate for staff and maintenance costs included \$11,000 per year for custodial and maintenance staff, \$1,300 per year in custodial and maintenance supplies for a total of \$12,300 in annual expense.

Cowherd asked about heating the bathrooms, and Hansen said the plumbing needed to be kept in a heated environment. Schmidt reiterated that keeping the bathrooms open was a good plan.

6) Discussion and Possible Direction on Proceeding with Recommendations on the Parking Management Plan.

Bob Nevins, Town Planner, spoke about the Parking Management Plan and establishing Council direction related to their recommendations to go forward with implementation of the Parking Management Plan.

He spoke about the Phase I parking study conducted by Interstate Parking Company of Colorado, LLC. The study included verification of the on/off street parking supply in downtown Crested Butte and data related to current traffic patterns and parking supply during busy weekends and weekdays in the month of August, 2018. The response from the Community Survey had indicated that more than 85% of parking spaces in Town within the hours of 5:00-8:00 p.m. were occupied with very little turnover within an eight hour period of time. This created traffic congestion and impact on residents, as drivers would circulate through neighborhoods in search of parking spaces.

Nevins reported on the two budget proposals for operation of the parking management plan: 1) flat fee annually of \$353,014.00 to be invoiced on a monthly basis and 2) management fee of \$76,985.00 annually. The Town would pay monthly operating expenses of \$242,165.00 with amortized start-up costs of \$33,864.00.

Nevins said that via the Community Survey and public comment at meetings, it seemed as though residents were not concerned about parking and traffic as major issues at this point. He suggested that it might be best to continue to monitor the parking situation though the winter in lieu of proceeding with implementation. If this became more of a public concern, the Town could move forward to Phase 2 of the parking plan with greater community outreach and cooperative partnerships.

Yerman stated that the Town would not implement anything in the winter months. Schmidt asked Nevins why he recommended monitoring. Nevins said that Staff was not ready to move forward and wanted to see what the Vail impact would be and then reevaluate next year. He suggested the need to experience a winter with Vail before going forward, and the public indicated that same opinion via the Community Survey.

There was a discussion to delay Phase 2, as too many people were not in favor of proceeding. Haver said the Town was more proactive on the issue. There was a tool in our pockets when that time arrived. They could possibly partner with Mt. Crested Butte, but he was comfortable with holding off. Petito said the monitoring of cars parked for eight hours would add extra work for the Marshals. Cowherd said that this winter would be a barometer and that the plan could be implemented in six weeks. He said to use the winter to gather together with Mt. Crested Butte and Vail. Yerman said that the money had been well spent, as Staff now had a tool and process and were prepared.

Reily suggested the need to push forward, and that partnerships with and more input between Crested Butte, Mt. Crested Butte and Vail was necessary. He suggested getting recommendations from the Interstate Company. Cars would be parking where it was free.

Dujardin stated that they were not addressing problem. He reported that 48% of the community response was that traffic was a problem. His recommendation was to listen to Mike Reily and consider implementing the parking management plan.

Schmidt directed Staff to come up with solutions. Yerman had concerns about not having enough staffing, and a discussion took place to look at these issues in six months/next summer.

7) Selection and Direction to Enter into a Memorandum of Understanding with the Developer for Block 76 for the 2019 Paradise Park Affordable Housing Build.

Yerman reported that three proposals for RFP had been submitted by Morrison, Coburn, and Bywater, LLC. After circling around with Bywater and Coburn for average price point, the committee's recommendation was Bywater. All three proposals were very comprehensive, and Yerman thanked them for their excellent presentations.

Yerman said there would be no starts this fall. The MOU would begin the process to get through BOZAR with a November 1, 2018 deadline for packet submission. The contract

would be complete by December, and the start of construction was estimated for June 1, 2018. Schmidt also thanked Bill Lacy and Joel Wisian for their work on Block 76.

Haver moved and Dujardin seconded a motion for the Town Manager to execute a Memorandum of Understanding with Bywater, LLC to allow them to proceed with development approvals with BOZAR and to instruct the Town Attorney to prepare a development contract to be executed prior to the end of the year with the addition of Kent Cowherd's request to include start of commencement and timeline for build. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

8) Request for the Extension of Town Water to Ruby Mountain Pursuant to Section 13-1-280 and Direction to Proceed with Formal Agreement Related Thereto.

Scott Miller, Esq., Water Attorney, presented on the Ruby Ridge Application for Extension of Water Services. Marcus Lock, Law of the Rockies, was present on behalf of the Humphreys. Miller spoke about the background of the issue, Town pipeline, conditional water rights, and renewed diligence application. He explained that the Humphreys were looking for a back-up water supply. There was an easement offered by Ruby Ridge for 20' of pipeline.

Haver moved and Merck seconded a motion pursuant to Town Code §13-1-280(C) to approve extraterritorial potable water service to Ruby Ridge at its Trapper's Crossing Lot 6 property in accordance with Ruby Ridge's Application for Extension of Water Service Beyond Town Boundaries, and to direct Town Attorney to prepare a potable water service agreement and easement agreement, and any other settlement documents, between Ruby Ridge and the Town to be brought back before the Town Council at its November 5 meeting. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

9) Discussion and Possible Direction on McCormick Ditch Agreements.

Yerman stated that the Town and the Kapushions had entered into an Improvement Agreement in 1986 related to development obligations for Blocks 1, 2, 3, 10, 11 and 12. Since the 1986 Agreement, the Kapushions had developed property on Gothic Avenue, Butte Avenue, and Fourth Street. Town construction specifications had been updated within the time since the Agreement to include drainage, gutters, paving, etc. that were not referenced in the 1986 Agreement. The Agreement did not cover the relocation of the McCormick Ditch or extension of the sewer main on Teocalli Avenue. The Agreement did have language regarding negotiations between the Town and the Kapushions regarding the installation of the sewer main.

The Kapushions provided Town with engineered plans for infrastructure that met current Town standards for the Teocalli Avenue construction, sewer main extension, update of drainage standards, and piping the McCormick Ditch. The Town determined the engineered plans had met the criteria for the Town's construction standards.

A new Development Improvement Agreement was drafted by the Town's legal counsel. There was a Ditch Relocation Agreement drafted for the relocation of McCormick Ditch to the Teocalli right of way with an easement for proper maintenance clearances. The Town also drafted a second agreement with Sheep Mountain Partners to take over the maintenance of the ditch until the point of delivery at Verzuh Ranch.

Town Staff asked for direction from Council to bring back to the November 5, 2018 meeting.

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Kent Cowherd

- Said he had taken a tour of public works/water treatment facilities with Shea Earley. It was approximately four hours and covered all the facilities, the intakes on the creeks, the \$200,000 improvements made on the pipeline, and the filter systems. He was very impressed with the new systems and functionality. He was also impressed by the manpower needed to maintain all of it.

Chris Haver

- Reported that the Valley Housing Plan meetings were rolling along
- He had the RTA meeting today, and it was a good work session

Jackson Petito

- He was set to have an upcoming Housing Foundation meeting.

Jim Schmidt

- Said he had Mayor/Managers meeting on October 4, 2018. The next meeting would be hosted by the Town.
- He had spoken with Marlene Crosby, Assistant County Manager, about the highway not having been striped from Crested Butte to Riverbend. She responded and subsequently gave names of contacts at CDOT to paint/stripe the road. He contacted them on Friday, and the road was painted that Tuesday, as it had been unsafe. He mentioned how helpful these meeting contacts were in terms of communication and problem solving.
- He had a housing meeting last Wednesday.
- He and MacDonald met with Tim Baker, the new VP and General Manager at Crested Butte Mountain Resort, about:
 - How better to coordinate on parking issues.
 - Review and update on the Brush Creek situation.
 - Talked about whether Vail was green or not and the Tri State Power Coop.
 - Schmidt opened the conversation and asked for transparency.
 - He said they were on a learning curve for winter, as the Town was.

- They had been meeting with Erika and Michael Kratz on a monthly basis.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Corey Tibljas, organizer of Big Air on Elk, contacted the Deputy Town Clerk and Marshals' office in an effort to pursue the event again this winter. He said he had operated financially in the past on a razor's edge, but he had developed new relationships with an international outdoors product line, alcohol sponsors, car brand and an international live music company.

He had asked for a closure of Elk Avenue for three days, which would allow for a second night of entertainment. He also asked to block off a window of 14 days to decide on the event dates based upon snowfall and weather conditions. He would confirm the absolute date no later than January 18, 2019.

Council agreed to consider the request but had some concerns. The Council suggested planning for the end of February for the event, as March was busy with Spring Break and increased congestion. Cowherd raised the concern that Elk Avenue would be closed for three, possibly four days, and he wanted to hear how local businesses felt about the lengthy closure. The suggestion was made to ask Chamber businesses their thoughts related to a 3-4 day closure of Elk Avenue.

MacDonald added that Town staff would require Tibljas to hire private contractors to haul snow, and the organizer would pay for the hauling and setup of jumps and the venue. There would be more snow needed this year to accommodate the setup for the music stage, VIP area and beer garden.

The Council asked Staff to investigate, flesh out plans and report back to the Council at the November 5, 2018 Town Council meeting.

Schmidt referenced a letter from Sean Walsh with Let's Go Colorado. There were two amendments about traffic (Amendments 109 and 110) for discussion. Amendment 109 said that the State should bond \$6-8 billion with no funding source. John Caldera, of the Heritage Institute, had offered the Amendment to pay for roads and sacrifice everything else. Amendment 110 called for .62% sales tax raise to pay for the same program to sunset at 20 years. Schmidt said he could not support either amendment. Dujardin was not ready to take a position. Cowherd said he did not have enough information at this point.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, November 5, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 19, 2018 - 6:00PM Work Session - 7:00PM Regular Council

- Monday, December 3, 2018 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt 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) regarding R & S Journey's End v. Town of Crested Butte; update on water court litigation; and conflicts of interest.

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

The Council went into Executive Session at 11:07 PM. The Council returned to open meeting at 12:02 AM, October 16, 2018. Mayor Schmidt made the required announcement upon returning to open meeting.

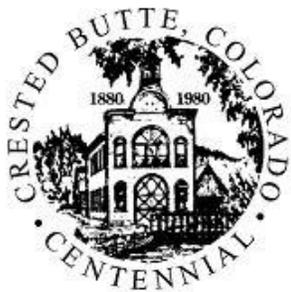
Following the Executive Session, Cowherd disclosed a conflict of interest that he had a current application with BOZAR and wanted to disclose it publically. Schmidt said he would not have to sit aside at Council meetings unless it was appealed to the Council. He could not appear before BOZAR, though one of his associates could. Cowherd said the complication in front of BOZAR was a re-approval and needed to be shepherded through. It was not a new project with contentious issues.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 12:05 AM

James A. Schmidt, Mayor

Betty Warren, Deputy Town Clerk (SEAL)



Staff Report

November 5, 2018

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea Earley, Director of Public Works

Subject: Agreement for Extension of Water Service to Ruby Ridge and Easement Agreement for Town Pipeline

Date: October 31, 2018

Summary: The Town of Crested Butte is requesting to enter into an agreement with Ruby Ridge Holdings, LLC (Ruby Ridge) for the purposes of extending water services pursuant to Town Code 13-1-280. In exchange, Ruby Ridge will grant an easement to the Town for the purpose of installing the Town Pipeline and associated infrastructure.

Background: The Town of Crested Butte'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 and was not followed through with reasonable diligence by the Town. To that end, the Court dismissed the application; however, the water right was never canceled. In 2017, the Town filed a renewed diligence application in Case No 17CW3054, in which, Ruby Ridge filed the sole statement of opposition.

Ruby Ridge has agreed for full settlement of their opposition to the Town's water court case, as well as, granting the Town an easement, free of charge, across Lot 6 of Trapper's Crossing, Crested Butte, CO. In exchange, Ruby Ridge is requesting extraterritorial potable water service from the Town pursuant to Town Code 13-1-280.

Recommendation: Staff recommends to approve the agreements with Ruby Ridge Holdings, LLC as part of the Consent Agenda.

Attachments:

- Application for Extension of Water Service
- Figure 1 – Town of CB Proposed Pipeline
- Water Service Agreement Ruby Ridge
- Easement Agreement

**APPLICATION FOR EXTENSION OF WATER SERVICE BEYOND TOWN
BOUNDARIES**

Ruby Ridge Holdings, LLC (“Ruby Ridge”) hereby submits this Application for Extension of Water Service Beyond Town Boundaries (the “Application”).

Ruby Ridge owns an approximately 37.3-acre parcel of land northwest of the Town of Crested Butte (the “Town”) legally described as Lot 6, Trapper’s Crossing at Crested Butte, according to the Plat thereof filed April 26, 1990 as Reception No. 419857, County of Gunnison, State of Colorado (the “Property”).

In September of 2017, the Town filed an application for a finding of reasonable diligence (the “Diligence Application”) with respect to the Crested Butte Town Pipeline (the “Pipeline”). The Pipeline is a 15 c.f.s. conditional water right that would divert water from the Slate River to the Town’s water treatment plant for inclusion within the Town’s municipal water supply.

To apply the Pipeline to a beneficial use, the Town needs an easement across the Property, which lies between the Slate River and the Town’s water treatment plant.

The Property is located in Gunnison County, Colorado, outside of the Town’s municipal boundaries. Ruby Ridge desires to connect the Property to the Town’s potable water supply in exchange for granting the Town an easement across the Property for the Pipeline.

If the Town is amenable to this compromise exchange of consideration, the terms will be set forth in the forthcoming Easement, Settlement Agreement, and Potable Water Supply Agreement between Ruby Ridge and the Town (the “Agreement”). The Agreement is being submitted to the Town Council subsequent to this Application.

Section 13-1-280 of the Town Code authorizes the Town to provide water service to users outside of the Town’s boundaries. In fact, the Town’s potable water supply line extending from the Town’s water treatment plant intersects Meadow Drive, and there is an existing utility easement along Meadow Drive to the Property’s driveway.

The forthcoming Agreement shall set forth detailed terms and conditions between the parties for (a) Ruby Ridge’s withdrawal of its statement of opposition to the Diligence Application; (b) Ruby Ridge’s grant of an easement across the Property for the Pipeline; and (c) connecting the Property to the Town’s potable water supply. The Town may be willing to allow, pursuant to the terms and conditions of the forthcoming Agreement:

- (1) A one-inch service line;
- (2) To be constructed at Ruby Ridge’s sole cost and pursuant to plans approved by the Town;
- (3) A maximum of 0.533 acre-feet of water per year for indoor residential use and no more than 2,500 square feet of irrigation of lawn and gardens; and
- (4) Subject to all Town water customer regulations contained in the Town Code, as amended from time to time.

Pursuant to paragraph (b) of section 13-1-280, “[t]he owner of any land outside the Town’s boundaries may request, in writing, water and/or sewer service for such lands by means of an extension of the Town’s systems Such request must 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 probable flow requirements; and
- (5) A description with copies of all supporting documents, of the property rights (e.g., easements) that allow for such an extension.”

Ruby Ridge hereby requests that the Town’s water system be extended to provide potable water service to the Property. The Town’s Planning General Development Application is being submitted herewith as **Exhibit A**. The corresponding authorization letter is attached hereto as **Exhibit B**. The information required by paragraph (b) of section 13-1-280 of the Town Code follows:

(1) **A legal description of the real property to be served:**

The legal description of the Property is attached hereto as **Exhibit C**.

(2) **A description of the nature and scope of the land owner’s proposed development:**

The Property has already been developed. It is used exclusively for single-family residential purposes. The primary residence is 4,489 sq. ft. according to the assessor, with a 728 sq. ft. garage. The reference to the 728 square feet garage is the detached garage on the property. Town water will not be provided to this detached garage.

(3) **A statement as to the timing of the completion of the development:**

The property is already developed. In the event Ruby Ridge is able to reach an agreement with the Town for water service and this Application is approved, the only necessary construction would relate to the connection to the Town’s water potable water supply, which would be at Ruby Ridge’s sole cost and expense and subject to plans approved by the Town. The construction ready, engineered plans for connecting the Property to the Town’s water supply are attached hereto as **Exhibit D**.

(4) **An estimate as to probable flow requirements:**

See **Exhibit E**, pp. 7-8.

Pursuant to the forthcoming Agreement, the tap fee will be waived as partial consideration for the Pipeline easement granted by Ruby Ridge to the Town. Pursuant to section 13-1-280(e)(4)(j) of the Town Code, Ruby Ridge will pay two times the in-Town rate for monthly service fees.

(5) A description with copies of all supporting documents, of the property rights (e.g., easements) that allow for such an extension:

A copy of Ruby Ridge's vesting deed is attached hereto as **Exhibit F**.

A copy of Ruby Ridge's title insurance policy showing all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land, as required by the Planning General Development Application, is attached hereto as **Exhibit G**.

The Town's potable water line extending from the Town's treatment plant to the Town intersects Meadow Drive. Meadow Drive is a "utility easement created by" the plat of Trapper's Crossing at Crested Butte, according to the Plat thereof filed April 26, 1990 as Reception No. 419857, County of Gunnison, State of Colorado. As shown on **Exhibit H**, an excerpt of such plat, this "utility easement created by" the plat is dedicated for the benefit of the owners of all Lots within Trapper's Crossing at Crested Butte, their guests, successors, and assigns, "for the installation and maintenance of all utilities, either by the Association, any utility company, the dedicator, the Association or a Lot owner."

The exact location of the water service line from the Town's current system to the Property will depend on final connection plans. Ruby Ridge does not believe any easements from third parties will be necessary given the existing utility easement along Meadow Drive.

The forthcoming Agreement between Ruby Ridge and the Town shall address the financial considerations of Section 13-1-280(e)(4)(l) and Section 13-1-280(e)(6). In essence, the easement granted across the Property in favor of the Town for the Pipeline is serving as consideration for the authorization to connect the Property to the Town's potable water supply.



PLANNING GENERAL DEVELOPMENT APPLICATION

PO Box 39
 Crested Butte, CO 81224
 Phone: 970-349-5338
 Email: myerman@crestedbutte-co.gov

1. TYPE OF APPLICATION (Check-off as appropriate)

- | | |
|--|--|
| <input type="checkbox"/> Concept Annexation | <input type="checkbox"/> Final Subdivision Plan Review |
| <input type="checkbox"/> Formal Annexation Petition Review | <input checked="" type="checkbox"/> Water/Waste Water Outside Town Boundary Connection |
| <input type="checkbox"/> Sketch Plan | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Preliminary Plan | |

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Ruby Ridge Holdings, LLC, a Colorado limited liability company

Mailing Address: 3036 8th Street, Boulder, Colorado 80304

Telephone Number: Contact through agent FAX: Contact through agent

Email Address: Contact through agent

Power of Attorney/ Authorized Representative: Marcus J. Lock
 (Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Lot 6, Trapper's Crossing at Crested Butte

Street Address: 194 Meadow Drive, Crested Butte, Colorado 81224

Legal Description: Lot 6, Trapper's Crossing at Crested Butte

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the Town Attorney)
 (see attached title work in Exhibit G)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent  Date 10-10-2018

Signature of property owner _____ Date _____

Exhibit B

Town of Crested Butte
Attn. Mr. Michael Yerman
P.O. Box 39
Crested Butte, CO 81224

Re: Authorization of Ruby Ridge Holdings, LLC, a Colorado limited liability company, for Law of the Rockies, LLC and Schmueser Gordon Meyer, Inc. To Act On Its Behalf With Respect To Request For Water Extension Beyond Town Boundaries

To whom it may concern:

Please be advised that Ruby Ridge Holdings, LLC, a Colorado limited liability company ("Ruby Ridge") hereby authorizes: (1) Law of the Rockies, LLC, including but not limited to attorney Marcus J. Lock and (2) Schmueser Gordon Meyer, Inc., including but not limited to engineer Tyler Harpel to act on its behalf with respect to its application with the Town of Crested Butte, Colorado for the extension of water beyond town boundaries.

Mr. Lock shall act as the primary contact and representative of Ruby Ridge with respect to said application. His contact information is:

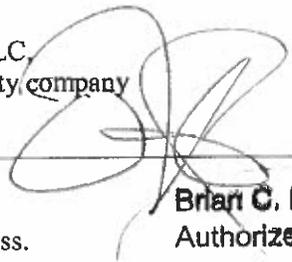
Marcus J. Lock
Law of the Rockies
525 North Main Street
Gunnison, Colorado 81230
Tel: 970-641-1903, ext. 1
Fax: 970-641-1943
mlock@lawoftherockies.com

Ruby Ridge hereby consents to the submittal of such application by the above designated representatives for the property described on Exhibit A hereto.

Sincerely,

Ruby Ridge Holdings, LLC,
a Colorado limited liability company

By: _____



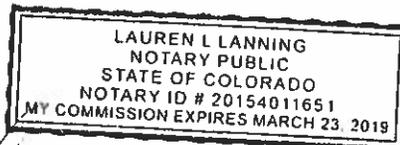
Brian C. Humphrey
Authorized Signatory

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing letter was acknowledged before me this 24 day of September, 2018, by Brian Humphrey, as Authorized Signatory of Ruby Ridge Holdings, LLC.

Witness my hand and official seal.

My commission expires: March 23, 2019



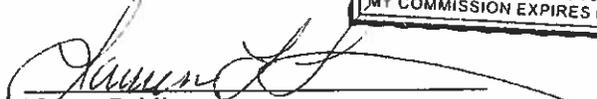

Notary Public

EXHIBIT ALegal Description:

Lot 6, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed April 26, 1990 as Reception No. 419857, County of Gunnison, State of Colorado,

Legal Description:

Lot 6, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed April 26, 1990 as Reception No. 419857, County of Gunnison, State of Colorado,

Exhibit D

**194 Meadow Drive Water Service Line
ENGINEER'S OPINION OF PROBABLE COST**

9/24/2018

Exhibit E

Item/Description	Estimated Quantity	Unit	Unit Price (\$)	Total Price \$
Water Service Line				
1" Insulated HDPE	570	LF	\$60.00	\$34,200.00
Hot Tap Service Connection	1	EA	\$3,000.00	\$3,000.00
Under House Plumbing Connections	1	EA	\$3,500.00	\$3,500.00
TOTAL				\$40,700.00
TOTAL				\$40,700.00

1 of 1

WATER SERVICE LINE ENGINEERING FEASIBILITY STUDY AND HYDRAULIC ANALYSIS

194 MEADOW DRIVE

September 2018

Prepared by



103 WEST TOMICHI AVENUE, SUITE A
GUNNISON, CO 81230
970.641.5355
970.945.5948 FAX

Prepared For

RUBY RIDGE HOLDINGS, LLC
3036 8TH STREET
BOULDER CO, 80304
303.668.5314

WATER SERVICE LINE ENGINEERING FEASIBILITY STUDY AND HYDRAULIC ANALYSIS

194 MEADOW DRIVE



PREPARED BY

TYLER HARPEL P.E.

SGM Project # 2018-359.001

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4.0	Hydraulic Analysis	4-1

LIST OF APPENDICES

Appendix A

Flow Calculations

1.0 Introduction

This report is created to satisfy the requirements of Crested Butte Town Code section 13-1-280 providing the Engineering Feasibility and Hydraulic Analysis for a single residential unit potable water service connection outside of town boundaries.

The single residential unit is 194 Meadow Drive located in Gunnison County just west of the Town of Crested Butte boundaries and about 600' down gradient of the Town's water treatment plant and potable water storage tanks. The Town's primary 12" potable water supply line from the water treatment plant and tanks directly crosses the driveway for 194 Meadow Drive so that a service line could be connected onto the 12" line within the existing driveway.

The new 1" HDPE insulated water service line could then run down gradient in the middle of the existing gravel driveway approximately 570 L.F. to the existing residence.

2.0 Project Location and Description

The project consists of connecting one existing residential unit to the existing Town of Crested Butte potable water system. The residential unit is 194 Meadow Drive, an approximately 37.3-acre parcel of land northwest of the Town of Crested Butte legally described as Lot 6, Trapper's Crossing at Crested Butte, according to the Plat thereof filed April 26, 1990 as Reception No. 419857, County of Gunnison, State of Colorado.

The Town's existing main 12" potable water supply line crosses 194 Meadow Drive's gravel driveway approximately 600 L.F. from the water storage tanks and 65 feet lower in elevation. From the driveway crossing a new 1" HDPE insulated water service line can be installed with 7' of cover under the middle of the gravel driveway. There is continuous negative grade from the service connection point in the driveway about 570 L.F. to the location of the existing house.

The connection to the 12" main line would be a saddle service "Hot Tap" with corporation stop and curb stop located 10' away from the connection. Full service connection and service line will meet all Town of Crested Butte Public Works Criteria for Design and Construction: Earthwork, Sewer and Water.

Currently the residence is served off an existing well. The residence has a 1,200 gallon water storage tank that is feed by the well. Out of the residential storage tank the line splits serving a fire suppression system. The current system splits again with one line supplying outdoor sprinklers and hose bibs and the other going through a water filtration system before it supplies the indoor residential use. Because of the current pipe plumbing set up the new Town potable water service line can connect directly into the residences' indoor use only. The existing well, storage tank and pumps will continue to supply fire suppression and outdoor irrigation use.

3.0 Calculated Water Demands

3.1 In-House Demands

In-house potable use is projected for the current existing full build-out of a single-family residence, defined as a single house with an annual average of 3.5 people using 100 gallons per person per day (gpd). It is assumed that the home uses and average 350 gpd indoor use. The average daily demand for the residence is not to exceed 0.533 acre-feet per year.

There will be times when more than the daily average water use is used during the peak day and peak hours. Typical peak day is about 4 times the annual average and peak hour flow is between 5-6 times the average daily use. During peak hours as much as 5 gallons per minute could be flowing in the 1" service pipe.

The 1" HDPE pipe can easily flow 13 gallons per minute at 5 feet per second.

3.2 Irrigation Demands

Irrigated area for each lot will be limited to 2,500 square feet; therefore requiring 0.143 acre-feet of water.

However the current piping design plan is to continue to use the existing well for outdoor irrigation use.

3.3 Town Capacity to Meet Demands

The Town of Crested Butte has the following current water system capacities:

- 6 cubic feet per second (cfs) domestic water rights (they have additional irrigation water rights); that is equal to 3.88 million gallons per day of water
- Raw water storage capacity up stream of the treatment plant of 10 million gallons
- Water treatment plant capacity of 1.25 million gallons per day
- Treated water storage capacity of 1.1 million gallons per day

Therefore adding our calculated peak day use of the proposed water service line a maximum daily use would be approximately .03% of the current treated daily storage volume.

3.4 Fire Flow Requirements

The residential unit has an already installed approved and existing fire suppression system. The design piping will continue to have the tank and pumps all connected to the existing well system. No change to the existing fire suppression system will be made nor needs to be made.

4.0 Hydraulic Analysis

For hydraulic modeling on the proposed system SGM used the Bentley FlowMaster software using the Hazen-Williams formula. Appendix A show the summary reports for flow and pressure within the existing 12" main line at the connection location and the flow and pressure at the house using a 1" HDPE water service line.

The connection point on the existing 12" main line is approximately 600' away and 65' lower than the Town's current treated water storage tanks.

The new 1" HDPE line would run at a continuous negative grade from the connection point approximately 570' down the existing gravel driveway and another 35' lower from the connection point.

Therefore the 1" pipe should be able to flow 13.5 gallons per minute, 5 feet per second, with a 20 psi residual, have a static working pressure of about 45 psi without any additional storage or pressure tank.

This is all more than adequate for a single residential unit this size and use.

Appendix A

Flow Calculations

Worksheet
Exhibit E
Worksheet for Pressure Pipe

Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Pressure at 2

Input Data	
Pressure at	6.00 psi
Elevation at	00.00 ft
Elevation at	35.00 ft
Length	100.00 ft
C Coefficient	130.0
Diameter	12.0 in
Discharge	5.00 cfs

@ bottom of water tanks

65' of elevation change

Results	
Pressure at 2	31.23 psi
Headloss	6.80 ft
Energy Grade at	114.47 ft
Energy Grade at	107.67 ft
Hydraulic Grade :	113.84 ft
Hydraulic Grade :	107.04 ft
Flow Area	0.8 ft ²
Wetted Perimeter	3.14 ft
Velocity	6.37 ft/s
Velocity Head	0.63 ft
Friction Slope	011332 ft/ft

Active water pressure in 12" main line at service tap location

Worksheet
Exhibit E
Worksheet for Pressure Pipe

Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Pressure at 2

Input Data	
Pressure at	31.00 psi
Elevation at	00.00 ft
Elevation at	65.00 ft
Length	100.00 ft
C Coefficient	150.0
Diameter	1.0 in
Discharge	0.01 cfs

Static Pressure @
House when no water
is in use

Results	
Pressure at 2	45.04 psi
Headloss	2.62 ft
Energy Grade at	171.52 ft
Energy Grade at	168.90 ft
Hydraulic Grade :	171.50 ft
Hydraulic Grade :	168.89 ft
Flow Area	0.0 ft ²
Wetted Perimeter	0.26 ft
Velocity	0.92 ft/s
Velocity Head	0.01 ft
Friction Slope	004362 ft/ft



Worksheet
Exhibit E
Worksheet for Pressure Pipe

Project Description	
Worksheet	Pressure Pipe - 1
Flow Element	Pressure Pipe
Method	Hazen-Williams Fo
Solve For	Discharge

Input Data	
Pressure at	31.00 psi
Pressure at :	20.00 psi
Elevation at	00.00 ft
Elevation at	65.00 ft
Length	100.00 ft
C Coefficient	150.0
Diameter	1.0 in

@20 PSI operating residual pressure



Results	
Discharge	0.03 cfs
Headloss	60.37 ft
Energy Grade at	171.89 ft
Energy Grade at	111.52 ft
Hydraulic Grade :	171.50 ft
Hydraulic Grade :	111.13 ft
Flow Area	0.0 ft ²
Wetted Perimeter	0.26 ft
Velocity	4.99 ft/s
Velocity Head	0.39 ft
Friction Slope	100621 ft/ft

13.5 GPM flow is available out of fixtures



GENERAL WARRANTY DEED**J. Roger Collins and Mary L. Collins,**

whose address is 2208 E 23rd Street
Tulsa, OK 74114

for ten dollars and other valuable consideration, in hand paid, hereby sell
convey to

Ruby Ridge Holdings, LLC, a Colorado limited liability company,

whose address is 1 West 3rd Street, Suite 1000
Tulsa, OK 74103

the following real property in the County of Gunnison, State of Colorado:

Lot 6, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the
Plat thereof filed April 26, 1990 as Reception No. 419857, County of
Gunnison, State of Colorado,

with all its appurtenances and warrant the title to same, subject to: the lie
for 2016 and subsequent real property taxes and assessments; reservation
exceptions contained in U.S. Patents, or in Acts authorizing the issuance
thereof, recorded December 23, 1897 in Book 101 at Page 177, and record
March 21, 1895 in Book 115 at Page 146; Reservations and exceptions in
Patents, as reserved in United States Patent recorded July 7, 1965 in Book
381 at Page 212 and recorded March 7, 1986 in Book 627 at Page 503; an
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 fo
in Quit Claim Deed recorded August 11, 1890 in Book 81 at Page 63; Licer
recorded November 15, 1966 in Book 393 at Page 134; terms, conditions, :
perpetual easement as set forth in Quit Claim Deed recorded September 2
1977 in Book 506 at Page 524 and in Quit Claim Deed recorded February
1978 in Book 512 at Page 278; Easement as set forth in instrument record
July 13, 1978 in Book 517 at Page 97; Declaration of Protective Covenants
Trapper's Crossing at Crested Butte recorded April 26, 1990 in Book 677 a
Page 509, in Amendment of Declaration of Protective Covenants of Trapper
Crossing at Crested Butte recorded February 14, 1991 in Book 687 at Pag
946, in Notice of Amendment recorded May 31, 2001 as Reception No.
511091, Amendment to Declaration of Protective Covenants of Trappers
Crossing at Crested Butte recorded May 31, 2001 as Reception No. 51110:
Amendment to Declaration of Protective Covenants of Trappers Crossing at
Crested Butte recorded May 31, 2001 as Reception No. 511103, and

01330-89022

11/17/2016 11:37:30 AM 2 of 3
Gunnison County, CO

Amendment recorded April 13, 2011 as Reception No. 604665; Approval of Town of Crested Butte to Amendment to Declaration of Protective Covenant of Trappers Crossing at Crested Butte recorded May 31, 2001 as Reception No. 511092; all matters as shown on the Plat of Trapper's Crossing at Crested Butte recorded April 26, 1990 as Reception No. 419857; Agreement between Trappers Crossing LTD, a Delaware limited partnership and the Town of Crested Butte, Colorado recorded April 26, 1990 in Book 677 at Page 532, as set forth in Agreement Vacating Easements recorded February 20, 1998 as Reception No. 481790; easement and right of way for County Road 4 over and across subject property; a 5% nonparticipating royalty interest in and to all minerals of every nature and description, including, but not limited to, 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 Trapper's Crossing at Crested Butte according to the Plat thereof filed April 26, 1990 as Reception No. 419857 as set forth in Special Warranty Deed recorded November 16, 1991 in Book 715 at Page 398 and any and all assignments and interests therein; all minerals of every nature and description, including but not limited to, 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 Warranty Deed recorded September 5, 1990 in Book 681 at Page 980 as Reception No. 422344 and in Book 681 at Page 986 as Reception No. 422346; Restrictions in Warranty Deed recorded November 21, 1989 in Book 672 at Page 417 as Reception No. 417254; Restrictions in Warranty Deed recorded November 16, 1992 in Book 715 at Page 398 as Reception No. 438511; Agreement recorded August 1, 1990 in Book 680 at Page 727 as Reception No. 421648; Grant of Utilities Easement recorded August 17, 1990 in Book 681 at Page 397 as Reception No. 422022; document recorded February 14, 1991 in Book 687 at Page 948 as Reception No. 425378; Notice of Watershed Ordinances Affecting Real Property recorded February 12, 1993 in Book 720 at Page 163 as Reception No. 440659; Agreement recorded August 10, 1993 in Book 728 at Page 591 as Reception No. 444455; Utility Easement recorded July 30, 1997 as Reception No. 477181; Amendment to Declaration of Protective Covenants recorded May 31, 2001 as Reception No. 511097; Conservation Easement recorded December 19, 2001 as Reception No. 516729; all matters as shown on the Improvement Location Certificate dated October 28, 2016, Job No. 16164.00, prepared by NCW & Associates, Inc.; Certificate of Administrative Review recorded October 19, 2012 as Reception No. 616268; and Mineral Deed recorded June 30, 2014 as Reception No. 627498.

11/17/2016 11:37:30 AM 3 of 3

Gunnison County, CO

Signed this 14th day of November, 2016.

J. Roger Collins
J. Roger Collins

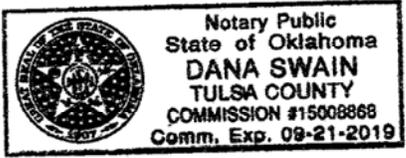
Mary L. Collins
Mary L. Collins

STATE OF OKLAHOMA
COUNTY OF Tulsa) ss.

The foregoing General Warranty Deed was acknowledged before me this 14 day of November, 2016, J. Roger Collins and Mary L. Collins.

Witness my hand and official seal.
My commission expires:

Dana Swain
Notary Public



stewart title

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

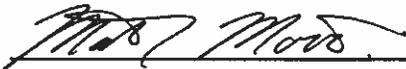
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.


Authorized Countersignature

Stewart Title Company - Crested Butte
411 3rd Street
Crested Butte, CO 81224





Matt Morris
President and CEO



Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Owner's Policy 06-17-06

File No. 01330-89022

Policy Serial No.: O-9301-4199747

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AMERICAN
LAND TITLE
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9. Title being vested other than as stated in Schedule A or being defective
- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - to be timely, or
 - to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

 - Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a fraudulent conveyance or fraudulent transfer; or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- "Insured": The Insured named in Schedule A.
 - the term "Insured" also includes
 - successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - successors to an Insured by its conversion to another kind of Entity;
 - a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - if the grantee wholly owns the named Insured,
 - if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- "Insured Claimant": An Insured claiming loss or damage.
- "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- "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 insured by this policy.
- "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- "Title": The estate or interest described in Schedule A.
- "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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ALTA Owner's Policy 06-17-06

File No. 01330-89022

Policy Serial No.: O-9301-4199747

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AMERICAN
LAND TITLE
ASSOCIATION



The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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ALTA Owner's Policy 06-17-06

File No. 01330-89022

Policy Serial No.: O-9301-4199747

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AMERICAN
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9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



**ALTA OWNERS POLICY
SCHEDULE A****ISSUED BY
STEWART TITLE GUARANTY COMPANY****Name and Address of Title Insurance Company**Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029**File No.:** 01330-89022**Policy No.:** O-9301-4199747**Address Reference:** 194 Meadow Drive Crested Butte, CO 81224**Amount of Insurance:** \$2,900,000.00**Premium:** \$5,281.00**Date of Policy:** November 17, 2016 at 11:37AM

1. Name of Insured:
Ruby Ridge Holdings, LLC a Colorado Limited Liability Company
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
Ruby Ridge Holdings, LLC a Colorado Limited Liability Company
4. The Land referred to in this policy is described as follows:
See Exhibit "A" Attached Hereto

**ALTA OWNERS POLICY
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-89022

Policy No.: O-9301-4199747

Lot 6,
TRAPPER'S CROSSING AT CRESTED BUTTE,
According to the Plat thereof filed April 26, 1990 as Reception No. 419857.

COUNTY OF GUNNISON,
STATE OF COLORADO.

ALTA OWNERS POLICY SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-89022

Policy No.: O-9301-4199747

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
6. Water rights, claims or title to water.
7. All taxes for 2016 and subsequent years, which are a lien not yet payable.
8. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
9. Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded December 23, 1897 in Book 101 at Page 177, and recorded March 21, 1895 in Book 115 at Page 146 reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States.
10. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded July 7, 1965 in Book 381 at Page 212 and recorded March 7, 1986 in Book 627 at Page 503.
11. 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.
12. License recorded November 15, 1966 in Book 393 at Page 134.
13. Terms, conditions, and perpetual easement as set forth in Quit Claim Deed 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.
14. Easement as set forth in instrument recorded July 13, 1978 in Book 517 at Page 97.
15. Declaration of Protective Covenants of Trapper's Crossing at Crested Butte recorded April 26, 1990 in Book 677 at Page 509, in Amendment of Declaration of Protective Covenants of Trapper's Crossing at Crested Butte recorded February 14, 1991 in Book 687 at Page 946, in Notice of Amendment recorded May 31, 2001 as

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ALTA OWNERS POLICY SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-89022

Policy No.: O-9301-4199747

Reception No. 511091, Amendment to Declaration of Protective Covenants of Trappers Crossing at Crested Butte recorded May 31, 2001 as Reception No. 511102, Amendment to Declaration of Protective Covenants of Trappers Crossing at Crested Butte recorded May 31, 2001 as Reception No. 511103, and Amendment recorded April 13, 2011 as Reception No. 604665.

16. Approval of Town of Crested Butte to Amendment to Declaration of Protective Covenants of Trappers Crossing at Crested Butte recorded May 31, 2001 as Reception No. 511092.
17. All matters as shown on the Plat of Trapper's Crossing at Crested Butte recorded April 26, 1990 as Reception No. 419857.
18. Agreement between Trappers Crossing LTD, a Delaware limited partnership and the Town of Crested Butte, Colorado recorded April 26, 1990 in Book 677 at Page 532, and as set forth in Agreement Vacating Easements recorded February 20, 1998 as Reception No. 481790.
19. Easement and right of way for County Road 4 over and across subject property.
20. A portion of the route of access to and from the subject property is over those roads as shown on the Plat of Trapper's Crossing at Crested Butte recorded April 26, 1990 as Reception No. 419857 dedicated to Trapper's Crossing at Crested Butte Association, a 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 Trapper's Crossing at Crested Butte Association, a Colorado non-profit corporation.
NOTE: A portion of the route of access is over property owned by the United States of America and is subject to rules and regulations of the United States government and its agencies.
21. A 5% nonparticipating royalty interest in and to all minerals of every nature and description, including, but not limited to, 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 Trapper's Crossing at Crested Butte according to the Plat thereof filed April 26, 1990 as 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.
22. All minerals of every nature and description, including but not limited to, 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 Warranty Deed recorded September 5, 1990 in Book 681 at Page 980 as Reception No. 422344 and in Book 681 at Page 986 as Reception No. 422346.
23. Restrictions in Warranty Deed recorded November 21, 1989 in Book 672 at Page 417 as Reception No. 417254.
24. Restrictions in Warranty Deed recorded November 16, 1992 in Book 715 at Page 398 as Reception No. 438511.
25. Agreement recorded August 1, 1990 in Book 680 at Page 727 as Reception No. 421648.
26. Grant of Utilities Easement recorded August 17, 1990 in Book 681 at Page 397 as Reception No. 422022.
27. Document recorded February 14, 1991 in Book 687 at Page 948 as Reception No. 425378.

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**ALTA OWNERS POLICY
SCHEDULE B****ISSUED BY
STEWART TITLE GUARANTY COMPANY****File No.:** 01330-89022**Policy No.:** O-9301-4199747

28. Notice of Watershed Ordinances Affecting Real Property recorded February 12, 1993 in Book 720 at Page 163 as Reception No. 440659.
29. Agreement recorded August 10, 1993 in Book 728 at Page 591 as Reception No. 444455.
30. Utility Easement recorded July 30, 1997 as Reception No. 477181.
31. Amendment to Declaration of Protective Covenants recorded May 31, 2001 as Reception No. 511097.
32. Conservation Easement recorded December 19, 2001 as Reception No. 516729.
33. All matters as shown on the Improvement Location Certificate dated October 28, 2016, Job No. 16164.00, prepared by NCW & Associates, Inc.
34. Certificate of Administrative Review recorded October 19, 2012 as Reception No. 616268.
35. Mineral Deed recorded June 30, 2014 as Reception No. 627498.
36. (a) All right, title or claim of any character by the United States, state, local government or by the public generally in or to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or by law. (b) Right of water right owners to the use and flow of the water. (c) The consequence of any past or future change in the location of the bed of the Slate River.

**CO 110.1 OP DELETION OF EXCEPTION
ATTACHED TO POLICY NUMBER O-9301-4199747**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-89022

Charge: \$65.00

Said Policy is hereby amended by deleting exceptions [1-4], of Schedule B.

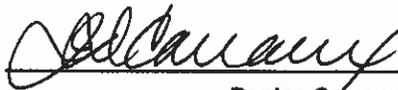
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.


Authorized Countersignature

Stewart Title Company - Crested Butte
411 3rd Street
Crested Butte, CO 81224




Matt Morris
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

Anti-Fraud Statement CRS 10-1-128

File No.: 01330-89022

"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."

File No.: 01330-89022

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information, the reasons that we choose to share, and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name: financial companies, such as Stewart Title Company.</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

- line;
58. North 0° 40' 48" West 468.00 feet to the north quarter corner of said Section 3;
 59. North 0° 59' 38" West 2579.24 feet to the center 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' 03" West 2605.71 feet to the northwest corner of said Section 34, said corner being the POINT OF BEGINNING;

EXCEPTING THEREFROM a tract of land within the NE1/4SW1/4 of Section 34, that was conveyed from CFI to Jay O'Neal in a deed recorded in Book 517 at Page 97 of the records of the Gunnison Clerk and Recorder.

ALSO EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 Section 3 that was conveyed from Durango Land and Coal Company Crested Butte Light and Water Company in a deed recorded in Book 517 at Page 548 of the records of the Gunnison County Clerk and Recorder.

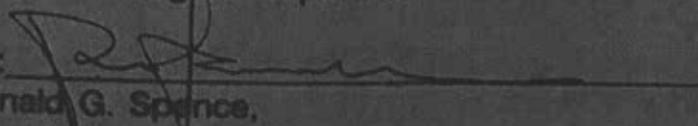
This tract contains 996 acres more or less.

Bearings used herein are relative to astronomic north as determined by solar observations.

has laid out, platted and subdivided the same as Trapper's Crossing at Crested Butte as shown on this 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 guests, 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, Ditch Easement, 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.

TRAPPERS CROSSING, LTD., a Delaware limited partnership, by FAR CORP., a Colorado corporation, general partner

By: 
 Ronald G. Spence,
 President

ously conveyed to Town in Bk 393 at page 134 in
 initially the same location. The existing
 -ded easement is 20 feet in width (being 10 feet on each
 of the center line described in said Quit Claim Deed) -
 plat created a additional width on that easement of 20
 so the total easement width is now 20 feet in width on
 side of said center line for a total width of 40 feet.

ted Butte Reservoir Site is shown on the plat in its
 recent recorded location - it was recorded as two
 els - Bk 512 at page 278 is the larger and a smaller
 el for water tank location adjacent on the southeast
 er of the larger parcel is recorded in Bk 543 at page

There are two previously recorded locations for
 reservoir site - being Bk 393 at page 134 and Bk 81 at
 63 - both of these previously recorded locations being
 ntially on the same location as displayed on this plat.

.ITY EASEMENTS are reserved WITHIN all lots, said easements
 ited on the lot lines and having a width of 10 feet, said
 ements being for construction and maintenance of buried
 ities, said utilities to serve lots within this
 ivision. See sheet no. 8 of 8 for a drawing of said *easements*.

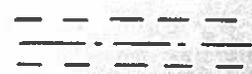
LEGEND



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 USGLO standard brass cap monument at
 section corners and quarter corners.**



**Approximate location of buried water line to
 O'Neal property**

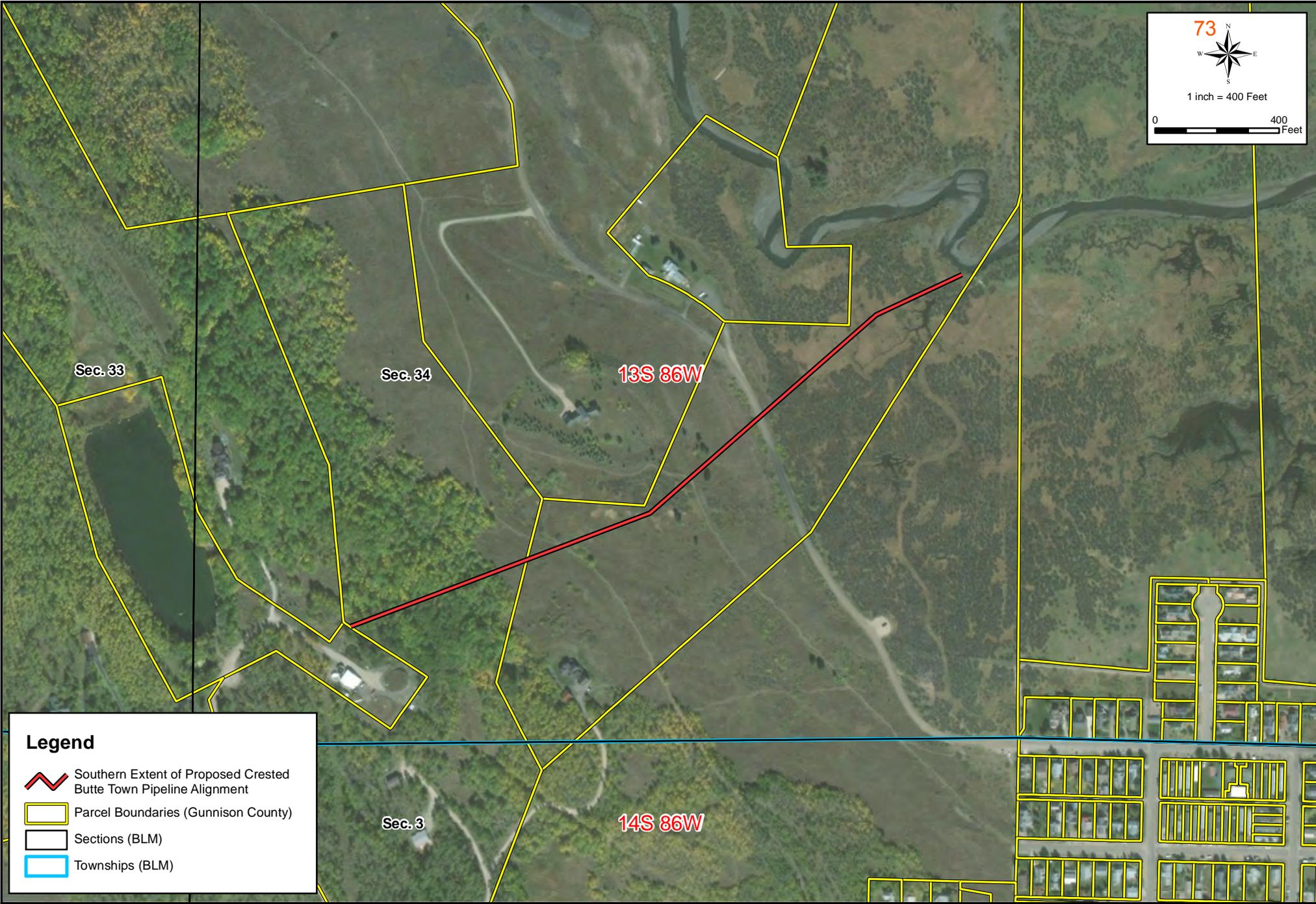
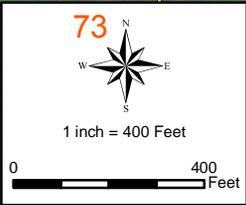


Easement dedication to Town of Crested Butte



**Surface water course easement to be 10 feet wide
 each side of existing primary water course.**





Legend

-  Southern Extent of Proposed Crested Butte Town Pipeline Alignment
-  Parcel Boundaries (Gunnison County)
-  Sections (BLM)
-  Townships (BLM)

Date: 5/10/2018 Document Path: P:\131-004 McCormick Ditch Crested Butte\100Mapping\Figure 1 - Town of CB Proposed Pipeline May 2018.mxd

User Name: tdowing

GUNNISON COUNTY, CO



Wright Water Engineers, Inc.
1666 N. Main Ave., Ste. C
Durango, CO 81301
(970) 259-7411 ph 259-8758 fx

PROPOSED ALIGNMENT FOR CRESTED BUTTE TOWN PIPELINE

PRIVILEGED AND CONFIDENTIAL INFORMATION
TOWN OF CRESTED BUTTE

PROJECT NO.
131-004.110

DRAFT
FIGURE
1

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 RUBY RIDGE HOLDINGS, LLC a Colorado limited liability company, whose legal address is 3036 8th Street, Boulder, CO 80304 (“Ruby Ridge”) (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. Ruby Ridge owns the real property located at 194 Meadow Drive, Gunnison County Parcel No. 3177-000-01-005 (“Ruby Ridge Property”). The Ruby Ridge Property is legally described in attached **Exhibit A** as Lot 6, Trapper’s Crossing at Crested Butte, according to the Trappers Crossing Plat attached as **Exhibit B**. The Ruby Ridge Property is approximately 37.3 acres in size and located outside the Town’s municipal boundaries.
- F. Ruby Ridge desires to utilize the Meadow Drive Utility Easement to connect the Ruby Ridge Property to the Town Water System and begin receiving potable water service from the Town.
- G. The Town is willing and able to provide potable water service to the Ruby Ridge Property at the location of the Meadow Drive Utility Easement pursuant to the terms and conditions of this

Agreement and in exchange for Ruby Ridge simultaneously entering into an Easement Agreement the terms of which allow the Town, subject to certain conditions, to install a pump station or diversion structure and pipeline on the Ruby Ridge Property for the Crested Butte Town Pipeline conditional water right (“Town Pipeline”) decreed to the Town in Case No. W-2084, Division 4 Water Court. The Parties also desire to settle Ruby Ridge’s Statement of Opposition to the Town’s Application for Finding of Reasonable Diligence for the Town Pipeline pending in Case No. 17CW3054, 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 Ruby Ridge 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 single-family residence on the Ruby Ridge Property that does not exceed 5,000 square feet in size, occupied by 3.5 people using 100 gallons of water per person per day), plus up to 0.143 acre-foot of water per year to irrigate up to 2,500 square feet of outdoor lawns and gardens. There is a detached garage on the Ruby Ridge Property that is 738 square feet in size. The Town is not providing potable water to this detached garage under this Agreement. The Town Manager’s staff report regarding Ruby Ridge’s Application for Extension of Water Service Beyond Town Boundaries and prepared pursuant to Code § 13-1-280(e) is attached as **Exhibit C**.

1.2 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 expansion or extensions of uses, connections, or service in any way. 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 Ruby Ridge Property differently than it treats actual or potential water users within the Town’s municipal boundaries, except as provided in this Agreement.

1.3 Irrigation Water Use. Ruby Ridge may elect to irrigate up to 2,500 square feet of lawns and gardens on the Ruby Ridge Property with potable water from the Town under this Agreement at some future point. Prior to commencing any such outdoor potable irrigation, Ruby

Ridge shall also 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. Ruby Ridge shall accomplish potable water irrigation in accordance with Town Code § 13-2-40 and the Town's general water policies.

1.4 Raw Water Use. The Town shall not provide any raw water for irrigation or any other use to the Ruby Ridge Property under this Agreement. However, nothing in this Agreement shall prevent Ruby Ridge 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 Ruby Ridge seek to change or develop any raw water rights or supplies on the Ruby Ridge Property at any future point. There shall be no cross-connections of any raw water supplies or infrastructure on the Ruby Ridge Property to the Town Water System, and Ruby Ridge shall install any necessary requisite backflow prevention devices 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 § 13-3-60 and under paragraph 2.3 below. Ruby Ridge is responsible for the proper installation, maintenance, and testing of any such backflow prevention devices, and for assuring that unprotected cross-connections or structural or sanitary hazards do not exist on the Ruby Ridge Property.

1.5 Rules for Water Use. All provisions in this Agreement are rules and regulations governing the use of water on the Ruby Ridge Property. Ruby Ridge shall abide by the Town's ordinances, rules, and regulations governing the Town Water System, 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, provided that such municipal water-related provisions, ordinances, rules, regulations, and policies apply additionally and equally to all Town Water System Users. Ruby Ridge agrees to take reasonable efforts to prevent waste of water on the Ruby Ridge Property, as "waste" is defined in the Town Code.

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

2. Connection to Town Water System. Ruby Ridge may connect a water service line with a maximum size of one (1) inch to the Town Water System at the location where an existing

municipal potable water line intersects Meadow Drive. Ruby Ridge shall bear all expenses associated with installation and construction of the 1" HDPE line and all related infrastructure (collectively the "Ruby Ridge Service Line"). Such construction shall include installation of both a backflow prevention assembly and meter at the location where the Ruby Ridge Service Line is connected to the Town Water System. The Town shall provide Ruby Ridge with the appropriate meter at Ruby Ridge's expense. Ruby Ridge shall accomplish all construction work relating to the Ruby Ridge Service Line in a workmanlike manner and in accordance with the engineered plans attached as **Exhibit D**. Upon completion of the installation, Ruby Ridge's professional engineer shall certify in writing to the Town that the work was accomplished in a workmanlike manner in conformity with the plans and with the Water Service Line Engineering Feasibility Study and Hydraulic Analysis attached as **Exhibit E**. Ruby Ridge's professional engineer shall also certify the backflow prevention assembly prior to inspection by the Town.

2.1 Preconstruction Exhibits. The attached **Exhibits D and E**, prepared by Ruby Ridge and submitted to the Town, have been approved and relied upon by the Town in entering into this Agreement. These attachments may not be substantially modified without the Town's agreement.

2.2 Utility Easement. Ruby Ridge intends to construct the Ruby Ridge Service Line within the existing Meadow Drive Utility Easement. Ruby Ridge shall be responsible at its sole effort and expense for securing or confirming any easements that it needs to connect the Ruby Ridge Property to the Town Water System.

2.3 Inspection, Testing and Repair. Ruby Ridge shall ensure that the Ruby Ridge Service Line and Ruby Ridge Property are available to authorized Town representatives as provided in the Town Code for inspection to confirm that the Ruby Ridge Service Line and associated backflow prevention assembly and meter have been constructed and installed in accordance with the engineering plans and feasibility study attached as **Exhibits D and E**, 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 the provisions in the Town Code, and other Town ordinances, rules, regulations, and policies, which govern the Town Water System are being complied with. As required by Town Code § 13-3-60, a certified cross-connection control technician shall test the Ruby Ridge Service Line backflow prevention assembly upon installation and then once per year afterwards at Ruby Ridge's expense. If the assembly is found to be defective, Ruby Ridge shall repair or replace the device or method at its expense for retesting.

3. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). Ruby Ridge shall bear all expenses associated with OMR of the Ruby Ridge Service Line and shall accomplish all such OMR in a workmanlike manner. In the event that Ruby Ridge plans major repairs or replacement to the Ruby Ridge 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 pertaining to the Ruby Ridge Service Line, the Town shall make reasonable attempts to promptly notify Ruby Ridge.

4. Sewer Service. This Agreement does not govern the extension of the Town's sewer system to the Ruby Ridge Property and does not authorize Ruby Ridge to receive municipal sewer services from the Town.

5. Fees and Costs/Expenses. Ruby Ridge shall pay all fees and other charges required under this Agreement in a timely manner. Any sum that is required to be paid by Ruby Ridge to the Town under this Agreement and which 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.

5.1 System Development Fees. There are no system development fees owed to the Town by Ruby Ridge under this Agreement within the meaning of Town Code § 13-1-280(4)(h).

5.2 Tap Fees. As partial consideration for this Agreement, the Town waives the requirement for Ruby Ridge to pay the tap fee defined in Town Code § 13-1-280(4)(i).

5.3 Service Fees. Ruby Ridge shall be responsible for all service fees at two times (2X) times the in-town rate in accordance with Town Code § 13-1-280(4)(j) as it may be amended or revised.

5.4 Fees and Costs. As partial consideration for this Agreement, the Town waives the requirement for Ruby Ridge to pay all costs and expenses defined in Town Code § 13-1-280(6) incurred by the Town in connection with its provision of potable water service to Ruby Ridge and with transacting this Agreement.

6. Consideration. **This Agreement is contingent upon the Division 4 Water Court granting and decreeing a finding of reasonable diligence for the Town Pipeline conditional water right in pending Case No. 17CW3054. This Agreement and the associated Easement Agreement are automatically void in their entirety if the Water Court does not issue such a final decree.** Upon execution of this Agreement and the associated Easement Agreement, Ruby Ridge may begin any construction and installation work on the Ruby Ridge Service Line pursuant to the terms and conditions of this Agreement prior to entry of the final decree, but understands that this work is being done at its own risk considering this Agreement could be rendered void per the above. The Town enters into this Agreement with Ruby Ridge in consideration for Ruby Ridge simultaneously granting to the Town, pursuant to the Easement Agreement and the terms and conditions contained therein, an easement on the Ruby Ridge Property ("Town Pipeline Easement") for installation and construction of the Town Pipeline, pump station or diversion structure on the Slate River, and related infrastructure (collectively the "Town Pipeline Infrastructure"). To the extent this Agreement is not voided and Ruby Ridge proceeds to connect to the Town Water System, the Town shall have no obligation to pay for the Town Pipeline Easement. Otherwise if Ruby Ridge has not connected to the Town Water System at the time that the Town seeks to actually construct the Town Pipeline Infrastructure, Ruby Ridge shall have the option of choosing between connecting to the Town Water System pursuant to the terms and conditions of this Agreement or accepting payment by the Town of fair market value for the Town

Pipeline Easement as located on the Ruby Ridge Property. For example, if the Water Court enters the final decree, and Ruby Ridge has connected to the Town Water System before the Town constructs the Town Pipeline Infrastructure, the Town does not have to pay Ruby Ridge any compensation for the Town Pipeline Easement across Ruby Ridge property; conversely, if Ruby Ridge has not connected to the Town Water System by the time that the Town seeks to construct the Town Pipeline Infrastructure, Ruby Ridge shall have the option of choosing between connecting to the Town Water System or accepting payment from the Town of the fair market value of the Town Pipeline Easement on Ruby Ridge property. Fair market value shall be assessed by a licensed neutral third-party appraiser selected by the Parties. In the event that the Parties cannot agree upon a designated appraiser, the Town and Ruby Ridge shall each nominate an appraiser who shall then select a third appraiser to be the designated neutral appraiser. The opinions and recommendations of such designated appraiser shall be binding upon the Parties. The Parties agree to split 50%-50% the reasonable costs and fees charged by the designated appraiser.

If this Agreement is rendered void because the Water Court does not issue a final decree per the above, then to the extent Ruby Ridge has connected to the Town Water System, Ruby Ridge shall promptly disconnect and abandon any tap, waterline and infrastructure associated with the connection, including capping any valves, all to be done in accordance with Town consultation, approval and standards.

7. Settlement of Case No. 17CW3054. Upon execution of this Agreement, Ruby Ridge shall either: (a) file a motion to withdraw with prejudice its Statement of Opposition in Case No. 17CW3054; or (b) file a stipulation and agreement to entry of a Ruling of the Referee and Decree of the Water Court in Case No. 17CW3054 that is no less restrictive upon Ruby Ridge than the proposed ruling filed by the Town on April 6, 2018. So long as this Agreement is in effect, Ruby Ridge shall not file a statement of opposition to any future applications for findings of reasonable diligence for the Town Pipeline or to make the Town Pipeline absolute.

8. Covenant Running with the Land. The recording of this Agreement shall create a covenant running with the Ruby Ridge Property, for the benefit of the Ruby Ridge Property, that restricts the use of potable water delivered to the Ruby Ridge Property to the terms and conditions of this Agreement, and to all other Town Code provisions, ordinances, rules, regulations, and policies that govern the Town Water System, provided that such municipal water-related provisions, ordinances, rules, regulations, and policies apply additionally and equally to all Town Water System Users. The Agreement and covenants shall be fully enforceable on the Ruby Ridge Property as if it were situated entirely inside the Town's municipal boundaries. The Agreement and the covenants shall further burden and benefit the Ruby Ridge Property and inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

9. Amendment / Termination. Except as provided to the contrary in this Agreement, this Agreement may only be amended or terminated in writing signed by both Parties or their successors or assigns. The term of this Agreement shall continue in perpetuity until such termination.

10. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered, or mailed by certified mail with return receipt requested, to the addresses listed below or any other address provided by notice under this paragraph. Mailed notices shall be deemed delivered on the third business day after mailing. Personally delivered notices shall be deemed delivered upon delivery. Nothing in this paragraph prohibits provision of notice as provided in the Colorado Rules of Civil Procedure for service of civil process.

If to the Town: Town of Crested Butte
 Attn: Town Manager; Town Public Works Director
 507 Maroon Avenue
 P.O. Box 39
 Crested Butte, CO 81224
 Phone: (970) 349-5338

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

If to Ruby Ridge: Ruby Ridge Holdings, LLC
 Attn: Brian Humphrey
 3036 8th Street
 Boulder, CO 80304
 Phone: 303-668-5314

With copy to: Law of the Rockies
 Attn: Marcus Lock; Austin Chambers
 525 North Main Street
 Gunnison, CO 81230
 Phone: (970) 641-1903

11. No Regulated Public Utility Status; Extraterritorial Water Service Proprietary. This Agreement does not render the Town as holding itself out to serve any other properties with extraterritorial water service, which remains solely proprietary and within the Town's sole discretion; and does not render the Town a regulated public utility that is compelled to serve other parties similarly situated to Ruby Ridge. Neither Ruby Ridge, nor its successors or assigns, will at any time petition the Colorado Public Utilities Commission to acquire jurisdiction over any service, fee, rate, or other water rate set by the Town. In the event the that Town is determined to be a regulated public utility by virtue of this Agreement, the Agreement will terminate and be of

no further force or effect.

12. Indemnification. Ruby Ridge 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, that arise out of or are in any manner connected with Ruby Ridge's and/or its agents, representatives or contractors', negligence or intentional misconduct in relation to installation, construction, use, or OMR of the Ruby Ridge Service Pipeline or potable water delivered via the Ruby Ridge Service Pipeline, or from Ruby Ridge's failure to comply with any term or condition of this Agreement. Ruby Ridge 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.

13. 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.

14. Governing Law; Venue; Attorney Fees. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and 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, including any "fees on fees."

15. 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, which is being entered into contemporaneously herewith.

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

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

18. Severability. If any paragraph, term, or provision in this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any state or federal law, the validity of the remaining paragraphs, terms, or provision shall not be affected. The rights and obligations of the

Potable Water Service Agreement
Page 9 of 16

Parties shall be construed and enforced as if the Agreement did not contain the invalid paragraph, term, or provision.

19. 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.

20. Incorporation of Exhibits. The attached **Exhibits A-E** are incorporated into this Agreement by reference and are material parts of this Agreement.

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EXHIBIT A
(Ruby Ridge Property)

Lot 6, TRAPPER'S CROSSING AT CRESTED BUTTE, according to the Plat thereof filed April 26, 1990 as Reception No. 419857, County of Gunnison, State of Colorado,

Potable Water Service Agreement
Page 13 of 16

EXHIBIT B
(Trappers Crossing Plat)

[attach Plat recorded at Reception No. 419857 here]

EXHIBIT C
(Town Manager's Staff Report)

[attach report here]

EXHIBIT D
(Ruby Ridge Service Line Engineering and Construction Plans)

[attach SGM construction-ready engineering plans here]

EXHIBIT E
(Ruby Ridge Service Line Feasibility Study and Hydraulic Analysis)

[attach SGM report here]

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 RUBY RIDGE HOLDINGS, LLC a limited liability company, whose legal address is 3036 8th Street, Boulder, CO 80304 (“Ruby Ridge”) (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 for 15.0 c.f.s. out of the Slate River for municipal use within the Town’s water delivery system, with an appropriation date of November 3, 1969 and an adjudication date of April 19, 1974.

B. Ruby Ridge owns the real property located at 194 Meadow Drive, Gunnison County Parcel No. 3177-000-01-005 (“Ruby Ridge Property”). The Ruby Ridge Property, legally described in **Exhibit A** as Lot 6, 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”). The Ruby Ridge Property is approximately 37.3 acres in size and located outside the Town’s boundaries. Exhibit A is incorporated into this Agreement by reference.

C. The Town filed an Application for Finding of Reasonable Diligence for the Town Pipeline on September 29, 2017 in Case No. 17CW3054, Division 4 Water Court. Ruby Ridge filed a timely Statement of Opposition to the Town’s Application.

D. 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 the Ruby Ridge Property, or potentially on a neighboring property, and then piping water across the Ruby Ridge Property and other properties to the Town of Crested Butte Reservoir.

E. In exchange for allowing the Town to install a pump station or diversion structure and pipeline on the Ruby Ridge Property, the Town is willing to simultaneously enter into a Potable Water Service Agreement with Ruby Ridge to allow the Ruby Ridge Property to connect to the Town’s water system (“Town Water System”). The Parties also desire to settle Ruby Ridge’s Statement of Opposition to the Town’s Application in Case No. 17CW3054.

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. Ruby Ridge grants to the Town an easement across the Ruby Ridge Property (“Town Pipeline Easement”) for the Town Pipeline, pump station or diversion structure on the Slate River, and related infrastructure (collectively the “Town Pipeline Infrastructure”) in accordance with the specifications and terms and conditions contained in this Agreement. The

easement is perpetual and non-exclusive for purposes of Town access, excavation, construction, installation, operation, inspection, maintenance, cleaning, repair, and replacement of the Town Pipeline Infrastructure. The easement premises shall be thirty feet (30') wide, consisting of a fifteen (15') foot radius around the pump station or diversion structure in the Slate River and up to fifteen feet (15') from either side of the Town Pipeline. The southern boundary of the easement shall be located no further south on the Ruby Ridge Property than the red line shown on the attached **Figure 1**, unless Ruby Ridge authorizes an alternative alignment in writing. The location of the pump station or diversion structure shall be on the southern bank of the Slate River within 200 feet of the decreed point of diversion of the Town Pipeline. However, Ruby Ridge agrees that the Town may change the point of diversion in accordance with Colorado law and still utilize the Town Pipeline Easement so long as it meets the parameters described in this Agreement (i.e. located no further south than the red line) for no additional consideration. In the event that the Town legally changes the Town Pipeline's point of diversion, the Parties agree to work together to modify the description of the Town Pipeline Easement accordingly. Upon completion of the Town Pipeline Infrastructure, the Town shall use a licensed surveyor to prepare a surveyed description and mapped depiction of the actual location of the as-built infrastructure as it crosses the Ruby Ridge Property. The Town shall record the as-built surveyed easement within a reasonable time after its preparation. Figure 1 is incorporated into this Agreement by reference.

2. Non-exclusivity of Easement. Ruby Ridge 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. Ruby Ridge shall not install or allow any permanent-type encroachments on the premises, including but not limited to buildings, sheds, trees, pavement, or other relatively non-removable structures. In the event that Ruby Ridge does in fact erect, install, or permit any such obstructions or encroachments to remain upon the easement premises, Ruby Ridge understands and agrees that the Town may remove such obstruction or encroachment at Ruby Ridge's expense, after first giving Ruby Ridge a reasonable opportunity to self-perform the removal, and that the Town shall have no responsibility or liability for any damage or destruction to the removed obstruction or encroachment.

3. Proper Installation of the Town Pipeline Infrastructure. The Town shall bear all expenses associated with installation of the Town Pipeline Infrastructure. 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. The Town shall locate the Town Pipeline underground at all points where it crosses the Ruby Ridge Property. Upon completion of the installation, the Town's professional engineer shall certify in writing to Ruby Ridge that the work was accomplished in a workmanlike manner and in conformity with the survey.

4. Operation, Maintenance, Cleaning, Repair, and Replacement (collectively "OMR"). The Town shall bear all expenses associated with OMR of the Town Pipeline Infrastructure, and shall accomplish all OMR in a workmanlike manner to avoid or mitigate any damage to the Ruby Ridge Property. In the event that the City plans major repairs or replacement of the Town Pipeline Infrastructure within the premises of the Town Pipeline Easement, it shall provide Ruby Ridge with reasonable advance notice of the work to be undertaken and the estimated time of completion.

The Town, however, may go upon the easement premises at any time in the event of an emergency situation or condition and undertake such repair or replacement activities as it deems necessary to properly resolve the emergency. In the event that Ruby Ridge discovers an emergency situation or condition pertaining to the Town Pipeline Infrastructure, it shall make reasonable attempts to promptly notify the Town.

5. Restoration of Surface Disturbance. If and to the extent any disturbance to the Ruby Ridge Property, landscaping (excluding trees), gardens, lawns, or grounds results from installation or OMR of the Town Pipeline Infrastructure, the Town shall regrade, restore, re-seed, and revegetate the disturbed areas with native grasses and shrubs to a reasonable extent at its sole expense. The Town shall warranty the survival of any such landscaping or revegetation work for a maximum of two (2) years.

6. Consideration. **This Agreement is contingent upon the Division 4 Water Court granting and decreeing a finding of reasonable diligence for the Town Pipeline conditional water right in pending Case No. 17CW3054. This Agreement and the associated Potable Water Service Agreement are automatically void in their entirety if the Water Court does not issue such a final decree continuing the subject water right as conditional. Upon execution of this Agreement and the associated Potable Water Service Agreement, Ruby Ridge may, prior to the entry of the final decree, begin construction and installation work to connect to the Town Water System pursuant the terms and conditions of the Potable Water Service Agreement. Ruby Ridge understands and agrees that any such work performed prior to the entry of the final decree is being done at its own risk considering this Agreement could be rendered void. The bolded statements in this paragraph supersede any inconsistent or contrary provision or interpretation.** To the extent this Agreement is not voided, and Ruby Ridge proceeds to connect to the Town Water System, the Town shall have no obligation to pay for the Town Pipeline Easement. Otherwise if Ruby Ridge has not connected to the Town Water System, at the time that the Town seeks to actually construct the Town Pipeline Infrastructure, Ruby Ridge shall have the option of choosing between connecting to the Town Water System pursuant to the Potable Water Service Agreement or accepting payment by the Town of fair market value for the Town Pipeline Easement as located on the Ruby Ridge Property. Fair market value shall be assessed by a licensed neutral third-party appraiser selected by the Parties. In the event that the Parties cannot agree upon a designated appraiser, the Town and Ruby Ridge shall each nominate an appraiser who shall then select a third appraiser to be the designated neutral appraiser. The opinions and recommendations of such designated appraiser shall be binding upon the Parties. The Parties agree to split 50%-50% the reasonable costs and fees charged by the designated appraiser.

7. Settlement of Case No. 17CW3054. Upon execution of this Agreement, Ruby Ridge shall either: (a) file a motion to withdraw with prejudice its Statement of Opposition in Case No. 17CW3054; or (b) file a stipulation and agreement to entry of a Ruling of the Referee and Decree of the Water Court in Case No. 17CW3054 that is no less restrictive upon Ruby Ridge than the proposed ruling filed by the Town on April 6, 2018. So long as this Agreement is in effect, Ruby Ridge shall not file a statement of opposition to any future applications for findings of reasonable

diligence for the Town Pipeline or to make the Town Pipeline absolute.

8. 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, or the use or occupation of the easement premises by its agents, employees, contractors, invitees, or licensees. However, 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. 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 Ruby Ridge, 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.

9. Governing Law; Venue; Attorney Fees. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and 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, including any "fees on fees."

10. Binding Agreement. This Agreement and the grant of easement in this Agreement 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.

11. 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.

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement
Page 6 of 8

RUBY RIDGE HOLDINGS, LLC
A Colorado limited liability company

By: Brian Humphrey, Principal

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____ 20__ by Brian Humphrey as Principal of Ruby Ridge Holdings, LLC.

Witness my hand and official seal.

My Commission expires: _____.

Easement Agreement
Page 7 of 8

EXHIBIT A
(Ruby Ridge Property)

[attach legal description of Property here]

FIGURE 1

[attach easement boundary figure here]



Staff Report

November 5, 2018

To: Town Council

Thru: Dara MacDonald, Town Manager, and Michael Yerman, Community Development Director

From: Jessie Earley

Subject: Revocable License, 409 Gothic Avenue, Block 11, Lots 21-22, Suzanne Simmons

SUMMARY:

On September 25, 2018, BOZAR approved the plans for the construction of a new single family residence and accessory building to be located at 409 Gothic Avenue. Included in the plans are two steps on the South elevation, which extends 5' 9 ½" deep x 5' wide in the right-of-way adjacent to Gothic Avenue and Lots 21-22, Block 11.

It is not uncommon for the Town to grant licenses for this type of feature. Attached you will find the license agreement. Exhibits identifying the area are included.

RECOMMENDED MOTION:

A Councilmember make a motion followed by a second to approve Resolution 25, Series 2018 for a license agreement with Suzanne Simmons to allow the two steps in right-of-way adjacent to Gothic Avenue and Lots 21-22, Block 11 as part of the consent agenda.

RESOLUTION NO. 25

SERIES NO. 2018

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO SUZANNE SIMMONS TO ENCROACH INTO THE RIGHT-OF-WAY ADJACENT TO GOTHIC AVENUE AND LOTS 22-24, BLOCK 27, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Suzanne Simmons to encroach into the right-of-way adjacent to Gothic Avenue and Lots 21-22, Block 11, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license to Suzanne Simmons to encroach into the right-of-way adjacent to Gothic Avenue and Lots 21-22, Block 11, Town of Crested Butte, 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 a revocable license to grant a revocable license to Suzanne Simmons to encroach into the right-of-way adjacent to Gothic Avenue and Lots 21-22, Block 11, Town of Crested Butte, is in the best interest of the Town.

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 20__.

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
502 Maroon Avenue
Crested Butte, CO 81224

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 20___, by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Licensor**”), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and SUZANNE SIMMONS (“**Licensee**”), 753 Milwaukee St., Denver, CO 80206-3901.

RECITALS:

- A. Licensee owns the real property described as follows:

Block 11,
Lots 21-22,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 409 Gothic Avenue, Crested Butte, Colorado 81224 (the “**Premises**”).

- B. The Premises is bound by that certain public right of way known as Gothic Avenue (the “**Public Property**”).

- C. Licensee has requested the right to construct and install, and keep and maintain certain improvements in the Public Property.

- D. The Town is willing to allow Licensee to keep and maintain such improvements in the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the “**License**”) to keep and maintain the improvements, which is the two steps in the right-of-way adjacent to Lots 21-22, Block 11, as described

in **Exhibit “A”** (the “**Improvements**”) attached hereto on the Public Property in the location set forth on **Exhibit “B”** attached hereto.

2. **Permit for Construction and Maintenance.** Licensee shall obtain permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code relative to all construction, installation and maintenance activities relative to the Improvements.

3. **Term of License; Revocation.**

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement.

3.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensor’s revocation rights set forth in Section 3.1, Licensee agrees that if Licensor subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensor, and the Public Property shall be restored to its pre-existing and/or unobstructed condition to the satisfaction of Licensor at Licensee’s sole cost and expense. Licensor’s decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, and any third party’s property, arising from or relating to Licensee’s use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys’ fees.

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected

officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

6. **Insurance.**

6.1. At its sole cost and expense, Licensee shall obtain and keep in force during from the date first written above until the Improvements are removed or relocated from the Public Property "all-risk" property coverage naming Licensee and Licensor as their interests may appear.

6.2 At its sole expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Licensee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

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

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

6.5. The parties waive all rights to recover against each other, or

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

7. **Licensee Obligations Upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License, the Improvements must be promptly removed. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensee's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property, whether personal or real property, located on Public Property and the Premises. Licensee shall immediately reimburse Licensor such costs and expenses incurred by Licensor in such removal. Licensor shall have the right to make an assessment against the Premises and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Colorado; (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

12. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

13. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred in such dispute.

14. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

15. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

16. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk

[SEAL]

LICENSEE:

Suzanne Simmons

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this _____ day of _____, 20__ by _____, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this _____ day of _____, 20__ by _____.

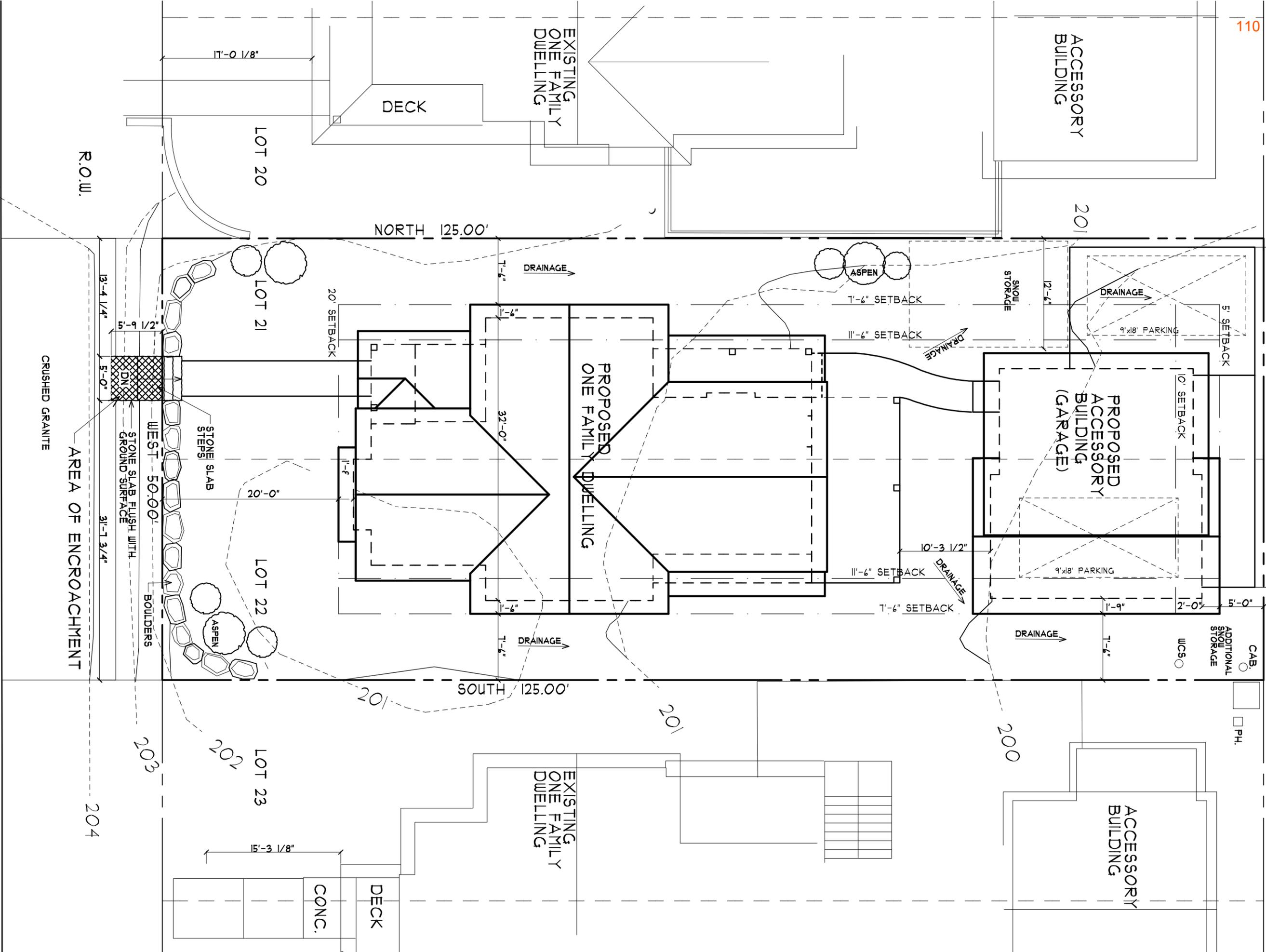
WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

EXHIBIT "A"

A 5'9 ½" deep x 5' wide section of the Sopris Avenue right-of-way adjacent to Lots 21-22, Block 11.

EXHIBIT "B"



CAB.
 PH.
 ADDITIONAL SNOW STORAGE
 UIC5

R.O.W.

CRUSHED GRANITE

AREA OF ENCROACHMENT

STONE SLAB FLUSH WITH GROUND SURFACE

STONE SLAB STEPS

BOULDERS

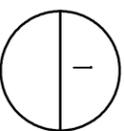
EXHIBIT B

SCALE: 1"=10'-0"



EXHIBIT B: REVOCABLE LICENSE AGREEMENT
 FOR 409 GOTHIC AVE, CRESTED BUTTE.
 LEGAL ADDRESS: LOTS 21 & 22, BLOCK 11
 CRESTED BUTTE
 DATE: 10/18/2018

EDGE OF CURB
 GOTHIC AVENUE





Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: November 5, 2018

Town Manager

- 1) Mt Emmons mine update – Barbara and I met with several key staff members from the Division of Mining and Reclamation (DRMS), High Country Conservation Advocates (HCCA) and Gunnison County on October 16th. The meeting was to discuss possible ways that DRMS could be involved in regulatory oversight of the reclamation and long-term management of the site and water treatment in particular. In particular, we discussed what role DRMS could play if there were any privatization of key parts of the site in the future as part of a compromise to achieve a withdrawal of the unpatented claims or other permanent solutions to the possibility of a large scale mining operation on Red Lady.

The discussions were productive and staff for the Town, County and HCCA have a better understanding of the DRMS process for permitting and oversight. We plan to proceed with setting up further discussions on this topic with Mt Emmons Mining Company in the coming months.

- 2) OVPP Leadership training – The Community Builder's Task Force has been discussing ways to provide leadership training jointly for elected officials and key CBTF members as an activity to improve collaboration. CBTF has received a proposal from Zen for Business out of Gunnison. We are awaiting an updated proposal after further refining the scope of the proposed training. This training could take place yet this year or early in the first quarter of 2020. Depending on the cost of the revised proposal, CBTF believes the cost for the training can be absorbed in the current CBTF budget.
- 3) Migrant Day proclamation – Attached is a proposed proclamation to proclaim December 18th as the International Day of the Migrant in Crested Butte. Please advise if the Council would like to pursue this proclamation at your meeting on November 19th.

Public Works

- 1) Old Town Hall elevator project – There were no bidders on the project last month. The project has been tentatively pushed until 2020 in the 5-year capital plan.

Marshals

- 1) An update on Basis of Design performed by D2C Architecture for a potential CBFPD/SAR headquarters and CBMO renovation options will be provided to the Council at your meeting on November 19th.

Parks & Rec

- 1) Adopt-a-Bench Program – The Adopt-A-Bench program was created to provide a meaningful way for people to remember loved ones and share fond memories of Crested Butte, while enhancing our parks and public spaces for the enjoyment of all. Donations will provide the choice of either a new

bench (\$1,000) or a refurbished bench (\$500) and will include the installation of a personalized 6”x 4” brass plaque affixed to the back of the bench. Bench adoptions are fully tax-deductible. Information is available online under the “Community Information” tab of www.townofcrestedbutte.com.

- 2) Sled Hill Concessionaire – Staff was approached by CB SUP expressing interest in providing sled/tube rentals and concessions at the new sled hill at the annexation site. Staff recommended CB Sup contact Town Council to gauge interest on further pursuing concessionaire services for this location.
- 3) Heights Open Space Avalanche Mitigation – The Crested Butte Avalanche Center has submitted a scope of work to perform avalanche mitigation work on the Heights Open Space as well as other avalanche prone areas of Town. The Town will enter into a Professional Services Agreement with CBAC for this service during the 2018/2019 winter season.

Community Development

- 1) Formula retail moratorium – public meeting/process schedule
 - Community meeting will be held Thursday, November 15th at 6:00 p.m.
 - BOZAR will review limitations to formula businesses at their meeting at the end of November
- 2) CB to Carbondale Trail update - Pitkin County Open Space requested a letter of support (attached to this manager’s report) regarding the Carbondale to Crested Butte trail plan, which is being presented to the Pitkin County Board of County Commissioners on Wednesday, November 7th. If the trail plan is adopted, it will kick off many additional steps of public process and environmental review to make the trail a reality. Crested Butte hosted an open house about the trail plan on October 30th and overall received positive feedback and excitement about what’s to come.
- 3) Short term rentals – Update
 - There are currently 211 Unlimited Vacation Rental Licenses and 18 Primary Residence Vacation Rental Licenses. 139 licensed properties have been inspected in 2018 leaving 90 properties left to inspect. The 2019 license renewal period begins November 1, 2018. Renewals need to be completed by December 31, 2018. The unlimited vacation rental license renewal fee for 2019 is \$750. A \$500 late fee applies to the unlimited vacation rental license renewal if completed during the grace period from Jan 1-31, 2019. The primary residence vacation rental license renewal fee for 2019 is \$200.
 - 5 properties were found to be operating as short term rental businesses without a vacation rental license. They have all been issued notice of violation letters by the Town Attorney’s office. 2 have contacted the finance department to pay back taxes. 9 properties were required to restore on-site parking spaces per the BOZAR approved site plans for the property.
 - 4 new dwelling units in the permitted zone districts were issued certificates of occupancy in 2018 resulting in the creation of one new unlimited vacation rental license for 2019.

Town Clerk

- 1) Sidewalk seating for Elk Ave businesses ended for the season on October 15th.
- 2) Staff received an email from Corey Tibljas regarding his interest in organizing a revived version of Big Air on Elk. Multiple letters were sent to Tibljas in 2016 in an attempt to collect \$3000 that was granted to him from the Town for the event that was subsequently cancelled due to failure to provide a certificate of insurance. A formal application has not been received, and unless Council directs otherwise, the application will be processed per normal procedures including consideration and approval by the Town Council.

- 3) Both Irwin and Nordic have submitted snowcat applications. There are a total of three permits available each year.

Finance

- 1) Personnel Manual – An updated personnel meeting will be brought to the Council for review and approval on Nov 19th.

Intergovernmental

The next joint meeting with other elected officials in the County will be held on November 8th at the 9380 Restaurant in Mt. Crested Butte. Please RSVP to Tiffany directly or let Lynelle know you plan to attend.

Upcoming Meetings or Events

November 8th – Intergovernmental Elected Officials meeting, 9380 Restaurant, 6:00 – 8:00 p.m.

November 15th – Community meeting regarding limitations on formula based businesses in Crested Butte, 6:00 – Council Chambers

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

Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224
-A National Historic District-

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

Pitkin County Board of County Commissioners
530 E. Main Street
Suite 302
Aspen, CO 81611

RE: Letter of support for Carbondale to Crested Butte trail

Dear Pitkin County Board of County Commissioners,

The Town of Crested Butte supports the efforts made by Pitkin County Open Space in regards to the Carbondale to Crested Butte trail and would like to recommend the adopted of the trail plan. The Carbondale to Crested Butte Trail will not only connect two mountain towns through an incredible corridor, but the trail will also provide many recreational benefits by enhancing opportunities for bikers and hikers to travel off of the road through the Kebler Pass Corridor, while spreading out recreational use throughout all of our valleys.

On October 30, 2018, the Town of Crested Butte hosted a public open house to present the draft plan. All in all, we received positive feedback from our community on the plan and excitement about what's to come.

The Town of Crested Butte has enjoyed working with Pitkin County Open Space, Gunnison County, the Gunnison National Forest, the Crested Butte Mountain Bike Association, and numerous volunteers to develop a trail plan that will act as a starting point for additional public process and environmental review to make this trail a reality.

We're looking forward to continuing this long-term mutual effort that will not only connect two communities, but also enhance and expand opportunities for recreation, education, and appreciation of this unique corridor.

Sincerely,

James A. Schmidt
Mayor
Town of Crested Butte

**INTERNATIONAL DAY OF THE MIGRANT
DECEMBER 18, 2018**

WHEREAS, the Town Council of the Town of Crested Butte, Colorado, honors the dignity of all city residents, regardless of nationality, and recognizes the importance of their many contributions to the social, cultural, religious and economic life of our city; and

WHEREAS, On December 4, 2000, the United Nations General Assembly, taking into account the large and increasing numbers of migrants in the world, proclaimed December 18, as “International Migrants Day”; and

WHEREAS, the Town Council of the Town of Crested Butte supports the Constitution of the United States and the Bill of Rights, documents that have become beacons of hope for people all over the globe seeking a better life and peaceful future; and

WHEREAS, the Town of Crested Butte is concerned that immigration reform legislation be just, fair and comprehensive for all immigrants in our country, state and community; and

WHEREAS, December 18th is recognized by the United Nations and many Colorado communities, as the “International Day of the Migrant”, and is a day for our country to look closely at our immigration, laws, policies and practices.

NOW THEREFORE, I, _____, by virtue of the authority vested in me as Mayor of Crested Butte, do hereby proclaim **Tuesday, December 18, 2018**, as

“INTERNATIONAL DAY OF THE MIGRANT”

in the Town of Crested Butte, and I urge all citizens to observe the day by encouraging fair, just, and comprehensive immigration reform to provide principled and ethical solutions to our nation’s and community’s immigration situation.

DATED this _____th day of December, 2018.

_____, Mayor

ATTEST:

_____, Town Clerk



Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: The Corner at Brush Creek – Preparation for next joint meeting with Mt. Crested Butte

Date: November 5, 2018

The Town Councils for Crested Butte and Mt. Crested Butte met together on October 1st to continue discussions on the proposed Corner at Brush Creek development. The goal of the discussion was to identify under what conditions or modifications to the proposed development the two Councils could jointly agree to allow the project to proceed with a preliminary plan application with Gunnison County.

The Councils discussed nine specific questions and conducted several straw polls to see if there was consensus on whether or not the Councils wished to include the conditions in their approval of the application proceeding. Given the relative consensus on some of the questions posed, staff recommended that the Councils consider working together to draft a letter to the County Commissioners consenting to allow the project to proceed to preliminary plan. A draft of the letter was reviewed by each Council during their meetings on October 15th and 16th respectively.

Both Councils discussed the letter but consensus was not reached and no action was taken by either Council. The Councils both discussed holding another joint work session to continue the dialogue between the elected officials. That work session was scheduled for 4:30 on Monday, November 5th in the Crested Butte Council meeting room, however, Mt. Crested Butte decided to postpone the joint discussion to allow additional time for internal discussions within their Council. It is their intention to hold another joint discussion with the Crested Butte Town Council in the future.

At this point staff recommends Council members continue to discuss their comments and suggestions for the points contained in the letter and any points they feel may be missing. Hopefully this will help further refine the areas of agreement or disagreement and facilitate a productive discussion the next time the two Councils meet to discuss.

Also, given that the Councils appear to be moving towards a possible resolution, it may be time for the elected officials to consider opening the meetings to public comment prior to finalizing any letter to the Board of County Commissioners. This could be done on the 5th or at a future meeting.

TOWNS OF MT. CRESTED BUTTE AND CRESTED BUTTE

Gunnison County Board of County Commissioners

Re: The Corner at Brush Creek development project

Dear Commissioners:

Following sketch plan approval and in light of the condition that three of the MOA parties would have to agree to allow the developer to move to preliminary plan, the Towns of Mt. Crested Butte and Crested Butte have met to see if they could find common ground on appropriate development terms and conditions for the use of the site. Following is a summary of our positions on key issues of concern:

1. Five acres of the site should be set aside for intercept parking and other possible uses as close as feasible to State Highway 135.
2. The developer should provide two parking spaces for every unit constructed to be provided contemporaneous with the construction of the units.
3. Fifteen units per acre is the maximum density on the remainder of the parcel after the set aside described in #1, above.
4. The project should include for-sale units for people falling within the range of 80 -120% of AMI.
5. The rental units must be managed by an outside agency such as the Gunnison Valley Regional Housing Authority with the purpose of protecting tenants from unfair treatment and ensuring that the units remain habitable and affordable.
6. Before the Towns can agree to the developer proceeding to preliminary plan, the developer must prepare and submit for review to the Towns a site plan depicting the five acres of intercept parking, two parking spaces per unit, and a density of no more than fifteen units per acre after the land set aside described in #1.
7. Prior to execution of the contract for sale, the developer must provide a pro forma to the Towns to be reviewed by an outside expert retained by the Towns that demonstrates his financial capability to construct and operate the project.

We remain committed to efforts to provide additional affordable housing to serve the workforce in Gunnison County. Under the conditions stipulated above, the Towns consent to allow the developer to submit an application for preliminary plan. The Towns reserve their right to submit comments as review agencies on the application.

Thank you again for your interest in gaining support for an acceptable project from the Towns in the Northern part of the Valley.

Mayor James A. Schmidt Town of Crested Butte

Mayor Todd Barnes, Town of Mt. Crested Butte



Staff Report

November 05, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea Earley- Public Works Director, Janna Hansen- Parks and Recreation Director

Subject: Snow Management Guidelines

Date: October 19, 2018

Attachments: Snow and Ice Control Operations Plan 2018-19, Snow Removal Map

Summary: At the beginning of each snow season the Public Works Director and the Parks and Recreation Director present the Snow Management Guidelines to the Town Council for approval. The purpose of this plan is to outline municipal responsibilities and procedures for controlling snow and ice accumulation on the streets and sidewalks of Town. Appropriate snow and ice control is necessary to maintain emergency services and routine travel.

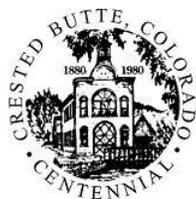
Some of the highlights in the 2018-19 Snow Management Guidelines are listed below:

1. Snow plowing will commence at 3 inches of accumulation, and snow blowing of sidewalks will commence at 1 inch of accumulation as defined by the Snow Removal Map.
2. Every effort will be made to keep the Bus Route and Emergency Routes clear of snow and ice accumulation.
3. Per Ordinance No 12, series 2018, new parking restrictions have been implemented.
4. The primary snow crew will remove snow from the banks on Elk Avenue **between snow events** to promote pedestrian safety, pedestrian and vehicular visibility, and provide easy access to businesses.
5. Snow banks will remain on Elk Avenue the week prior to Christmas through the week after New Year's, or to accommodate additional snow required for Special Events.
6. The snow management permit allows Town Staff to track and regulate private contractors hauling, dumping, and transporting snow on public rights of way.

Discussion: In 2017-18, public works crew removed snow banks on Elk Avenue between snow events throughout the winter. Snow banks remained on Elk Avenue the week prior to Christmas through the week after New Year's and prior to special events requiring snow on Elk Ave.

Recommendation: Staff recommends approval of the Town of Crested Butte 2018-19 Snow Management Guidelines as presented, *or as amended*, during the November 5th council meeting.

Proposed Motion: I move to approve the Town of Crested Butte 2018-19 Snow Management Guidelines as presented, *or as amended*.



Town of Crested Butte

Snow and Ice Control Operations Plan

2018-2019

INTRODUCTION

A. Purpose

The Town of Crested Butte develops a Snow and Ice Control Operations Plan with the primary purpose of outlining municipal responsibilities and procedures for controlling snow and ice accumulation on the streets and sidewalks of this community. Appropriate snow and ice control is necessary to maintain emergency services and routine travel. These responsibilities and procedures will provide a guide for efficient and effective snow and ice control.

B. Annual Snow Summit

The purpose of the Town of Crested Butte's annual Snow Summit is to discuss with the involved stake-holders general snow removal procedures, outline any proposed changes, and develop a dialogue between the involved parties allowing them to exchange ideas and voice concerns. This Summit is scheduled in early November of each year. This year's Snow Summit is tentatively scheduled for November 29th, 2018, and will invite the following stake-holders:

Crested Butte Marshal's Office
 Crested Butte Public Works Department
 Private Snow Removal Contractors
 Gunnison County Public Works
 Gunnison County Sheriff's Department
 Crested Butte Fire District
 General Cons. Contractors
 Crested Butte Parks and Recreation Dept.
 CDOT (Colorado Department of Trans.)

Mt. Express Bus Service
 Regional Transportation Authority (RTA)
 Atmos Energy (Gas Company)
 GCEA/REA (Electric Company)
 Waste Management (Refuse Disposal)
 FEDEX/UPS
 Century Link/Time Warner
 Chamber of Commerce

C. Responsibilities

- a. The Street Division is responsible for conducting snow and ice control operations on municipal streets and public parking areas.
- b. The Parks Maintenance Division is responsible for clearing sidewalks, crosswalks, park paths, snow removal at the Ice Arena, and creating “cut-outs” as identified in the sidewalk plan.
- c. Adjacent property owners are responsible for maintaining the sidewalk snow clearance and ice control after the initial removal by the Parks Maintenance Division identified in the sidewalk plan.

Removal of Snow and Ice –Generally. Any owner or other person in charge of or having the control and supervision of any premises adjacent to any sidewalk shall cause to be removed and cleared away snow or ice from a path of at least (5) feet in width from so much of the sidewalk as is adjacent to said premises. For owners or other persons in charge of or having the control and supervision of any premises with adjacent sidewalks that have snowmelt systems, such persons shall see to it that ice accumulating on sidewalks of neighboring remises that are a result of the heated sidewalk shall be similarly removed and cleared away. It shall be unlawful for any person to fail or refuse to comply with this requirement. Ordinance #3, 2007, Section 19-3-5 A.

- d. Private Contractors removing snow from private property must not obstruct traffic signs, fire hydrants, handicap access areas and public right of ways. Private contractors will also maintain line of sight on intersections, sidewalks, driveways and parking areas for both vehicles and pedestrians. The storage of snow on town property or with in Town right-of-ways is prohibited, unless otherwise authorized by the possession of a Snow Management Permit.
- e. Gunnison County Public Works Department and CDOT work cooperatively with the Town of Crested Butte Public Works Department while plowing snow through town.
- f. The Water Division will mark fire hydrants with poles by November 1st, and will clear snow from fire hydrants for access.

D. Periodic Reviews

The Director of Public Works and the Parks and Recreation Director will review and update the Snow and Ice Control Operations Plan on an annual basis, and present any revisions to the Town Manager in preparation for presentation to the Town Council prior to December 1st of each year.

PERSONNEL

A. Staffing

- a. All CDL certified personnel are subject to duty during major snow and ice storms

- b. Tasks assigned during a snow and ice storm will remain within the capabilities of the employee's skill set.
- c. The Public Works Department and the Parks and Recreation Department will develop a secondary snow crew in preparation for an extended snow cycle.
- d. The primary snow crew will begin at 12:00 a.m. and work until 08:30 a.m. (Crews may work until 10:00 a.m. during snow events). An additional full time operator was added to the public works staff in 2017. No additional operators will be hired at this time, this includes a seasonal operator.
- e. If continued operations are necessary due to an extreme event, the Public Works Director will determine the procedures necessary to direct resources.
- f. Parks Maintenance Division begins between 6:00-6:30 a.m. and the sidewalk removal involves approximately 4 hours of snow and ice removal.

B. Control and Direction

The Public Works Department retains responsibility for the overall coordination of snow and ice control preparations for the streets. The Parks Maintenance Division will coordinate with the Public Works Department in providing effective direction to maintain the sidewalks during a snow event.

C. Organization

The normal chain of command and line of authority will be followed during snow and ice storms unless otherwise designated.

D. Telephone Number Lists

A telephone number list will be updated on an annual basis prior to November 1st.

OPERATIONAL PROCEDURES

The Town's response to a storm event depends on the type, severity, and duration of the weather conditions. The Public Works Director determines plow routes and the sequencing of operations and retains the flexibility to adjust the route assignments based on storm conditions.

A. Roadways

a. Strategic Plan

The following strategic plan shall serve as guidelines for roadway operations subject to specific conditions. The areas below are listed in the sequence of plowing. Snow plowing will commence at 3 inches of accumulation.

- i. Plow Public Works yard including access to bus area, search and rescue building, tow lot and wastewater facilities.
- ii. Plow east of 6th Street including Chamber Parking Lot, and Chamber bus stop;
- iii. Plow south and west of 6th and Elk;

- iv. Plow 4-way including parking lots, bus turn, and bus pull-out;
- v. Plow core area including 5th, 4th, 3rd, 2nd streets on both sides of Elk; Elk Avenue Public Parking Lot, Fire Hall and adjacent public parking lot; Alleys one block north and south of Elk Avenue (2nd St. to 5th St.); and public buildings (e.g. Town Hall, Marshal's and Old Rock Library) parking and access areas.
- vi. Plow north and west of Elk and 6th;
- vii. Plow Treasury Hill;
- viii. Center for the Arts: Fire Lane

Every effort will be made to keep the Bus Route and Emergency Routes cleared of snow and ice accumulation.

Residential parking restrictions are in effect November 1st through April 30th. New winter parking signs have been installed illustrating the winter parking restrictions. Snow will be plowed to alternate sides of the streets to coincide with the following winter parking rules:

On odd numbered days between 10:00 p.m. and 10:00 a.m. the next day, it shall be unlawful to park a vehicle on any odd numbered address of any street or alley, except Elk Avenue from Sixth Street to First Street.

On even numbered days between 10:00 p.m. and 10:00 a.m. the next day, it shall be unlawful to park a vehicle on any odd numbered address of any street or alley, except Elk Avenue from Sixth Street to First Street.

On every day between the hours of 2:00 a.m. and 8:00 a.m., it shall be unlawful to park a vehicle:

- 1) *On Elk Avenue from Sixth Street to First Street.*
- 2) *In the following Town public parking lots:*
 - a. *The lots immediately east of the intersection of Sixth Street and Elk Avenue.*
 - b. *The lot immediately south of the intersection of First Street and Elk Avenue.*
 - c. *The lot at the Crested Butte Nordic Center/Big Mine Park.*
 - d. *The lot on the north side of the alley west of Second Street between Elk Avenue and Maroon Avenue*
 - e. *The lot at the Fire Hall located at 306 Maroon Avenue.*
 - f. *The lot immediately north of the Crested Butte Mountain Heritage Museum located at 331 Elk Avenue.*

On every day between the hours of 2:00 a.m. and 7:00 a.m., it shall be unlawful to park a vehicle on Third Street from one hundred twenty-five (125) feet north of Elk Avenue to one hundred twenty-five (125) feet south of Elk Avenue.

On every day, between Elk Avenue and Sopris Avenue and Elk Avenue and Maroon Avenue from one hundred (100) feet west of Second Street to one hundred fifty (150) feet east of Third Street, it shall be unlawful to park a vehicle in the alleys and to place a trash collection device, including Dumpsters, on any public street, alley or right-of-way.

No person shall park a vehicle at any time on the west side of Second Street from Elk Avenue to Sopris Avenue and on the south side of Whiterock Avenue from Second Street to one hundred (100) feet east of Second Street.
Ordinance #12, 2018, Section 8-2-50 b-g.

The informational card below, provided by the Marshal’s Office, further illustrates these restrictions.

CRESTED BUTTE Winter Parking
From November 1 through April 30 vehicles parked on public rights of way must follow the parking rules set forth to allow for snow plowing.

NO PARKING

THIS SIDE OF STREET

Beginning
10PM EVEN DAYS
Ending
10AM NEXT DAY
Winter
TOW AWAY ZONE
NOV 1 TO APRIL 30

Even side of the street addresses

NO PARKING

THIS SIDE OF STREET

Beginning
10PM ODD DAYS
Ending
10AM NEXT DAY
Winter
TOW AWAY ZONE
NOV 1 TO APRIL 30

Odd side of the street addresses

Green signs **Blue signs**

No Parking Before 10am			
6	7	8	9
Even day	Odd day		
No Parking After 10pm			

By Calendar ↗

↙ By Sign By cardinal direction ↘

Special area parking restrictions 2:00am-8:00am
 Elk Av – 100-500 blocks (downtown)
 Third St, alley to alley, ½ block off Elk either direction
 All public Parking lots
 As posted/temporarily signed

b. Snow Banks on Elk Avenue

The primary snow crew will remove snow from the banks on Elk Avenue between snow events to promote pedestrian safety, enhance pedestrian and

vehicular visibility, and provide easy access to businesses. Snow banks will remain on Elk Avenue the week prior to Christmas through the week after New Year's, or to accommodate additional snow required for special events.

c. Snow Pack

Every effort will be made to keep no more than 6 inches of snow pack on the streets prior to removal. The bus route and emergency routes will be cleared of snow and ice after each event.

d. Sand

The Public Works Department deposits sand at the intersections along Elk Avenue, bus routes, and the school zone during normal business hours. The Mt. Express Supervisor will sand the bus routes after normal business hours, weekends, and holidays. The Parks Maintenance Division deposits sand at the cross walks. These tasks are completed when conditions merit, and the Town has the available personnel. The Town of Crested Butte tries to minimize the amount of sand placed on streets due to air quality standards, and to prevent storm drain blockages.

e. Clean-up Procedures

The Public Works Department begins street cleaning to remove the sand when both the streets and curb/gutters are dry. Generally, this service begins in late spring.

B. Snow Hauling

Certain public right of way locations and dedicated snow storage areas within our community require additional service after snow plowing operations cease. These areas will be maintained between snow events by the primary snow crew. During extended snow cycles this will be done by the secondary snow crew during normal business hours.

The existing snow storage areas include the abutting street right of ways and the following lots:

- | | |
|---|------------------------------------|
| a. First and Beckwith | g. Totem Pole Park |
| b. Ruth's Road Dead-End | h. Lots North of Nordic |
| c. Three Ladies Park | Center/Ice Rink Parking Lot |
| d. Gravel Pit | i. Block 80 (Temporary) |
| e. Public Works Yard | j. Academy Lots (Temporary) |
| f. 412 Third Street (Pita's lot) | |

In addition to these lots the Town is currently leasing 5 private snow storage lots, and has an agreement with the Catholic Church to store snow in the lower church parking lot.

C. Alleys

Alleys are not maintained by the Town of Crested Butte. Private contractors may be hired by residents for alley maintenance. Any private contractor interested in plowing, hauling, or storing snow on public property must;

- Obtain a Snow Management Permit from the Town of Crested Butte.
- Have a current Town of Crested Butte business license.
- Provide a current certificate of insurance listing the Town as additionally insured.

Additionally, any snow stored in Town alleys must be hauled prior to the snow reaching a height of one half the height of the adjacent fence line. At a minimum snow MUST be hauled from alleys prior to April 1st of each calendar year, except as otherwise permitted by the Town Manager in writing.

D. Pedestrian Areas

The Parks Maintenance Division will clear snow from the following sidewalks and other pedestrian areas after each snow event of 1 inch or greater. These areas are depicted on the snow removal map.

- a. Sidewalks /Handicap Ramps – All sidewalks and handicap ramps will be cleared as indicated on the snow removal map.
- b. Cut-outs on both Elk Avenue and Sixth Street will be created as indicated by the snow removal map.
- c. Crosswalks- All entrances to crosswalks on Elk Avenue will be cleared, and the crosswalks entrances on Sixth Street will be cleared as indicated on the snow removal map.
- d. Bus Stop Shelters- Reasonable access to bus stops will be maintained and bus shelters will be cleared of snow when necessary.

E. Resident/Business and Property Owners.

This snow and ice control plan identifies the streets, sidewalks, and public facilities that the Town will maintain during a snow event. ***Property and business owners also have certain responsibilities that include clearing their own driveways and maintaining adjacent sidewalks, clearing areas for wildlife resistant containers and dumpsters, removing snow from sidewalks and public parking areas resulting from plowing, roof and overhang shedding, and remove ice dams created from heated sidewalks.*** We regret that snow must be plowed off the street into driveways, but there is no other choice. Residents/business owners are responsible for these areas and should be cleared without depositing any snow or ice into the roadway or sidewalks, and should not obstruct the vision of driveways and sidewalks. (Attachment 1 – Ordinance 3, 2007)

Snow pushed into the street not only makes snow plowing more difficult for street crews, but can cause a dangerous obstacle in the roadway or a nuisance to your neighbors. Garbage containers placed too close to the street may be subject to damage by snow plowing operations.

EMERGENCY SNOW OPERATIONS PLAN

In the event of an extreme and long snow event, the Public Works Director reserves the authority to modify the operational snow plan according to the availability of personnel and equipment, and to ensure employee safety.

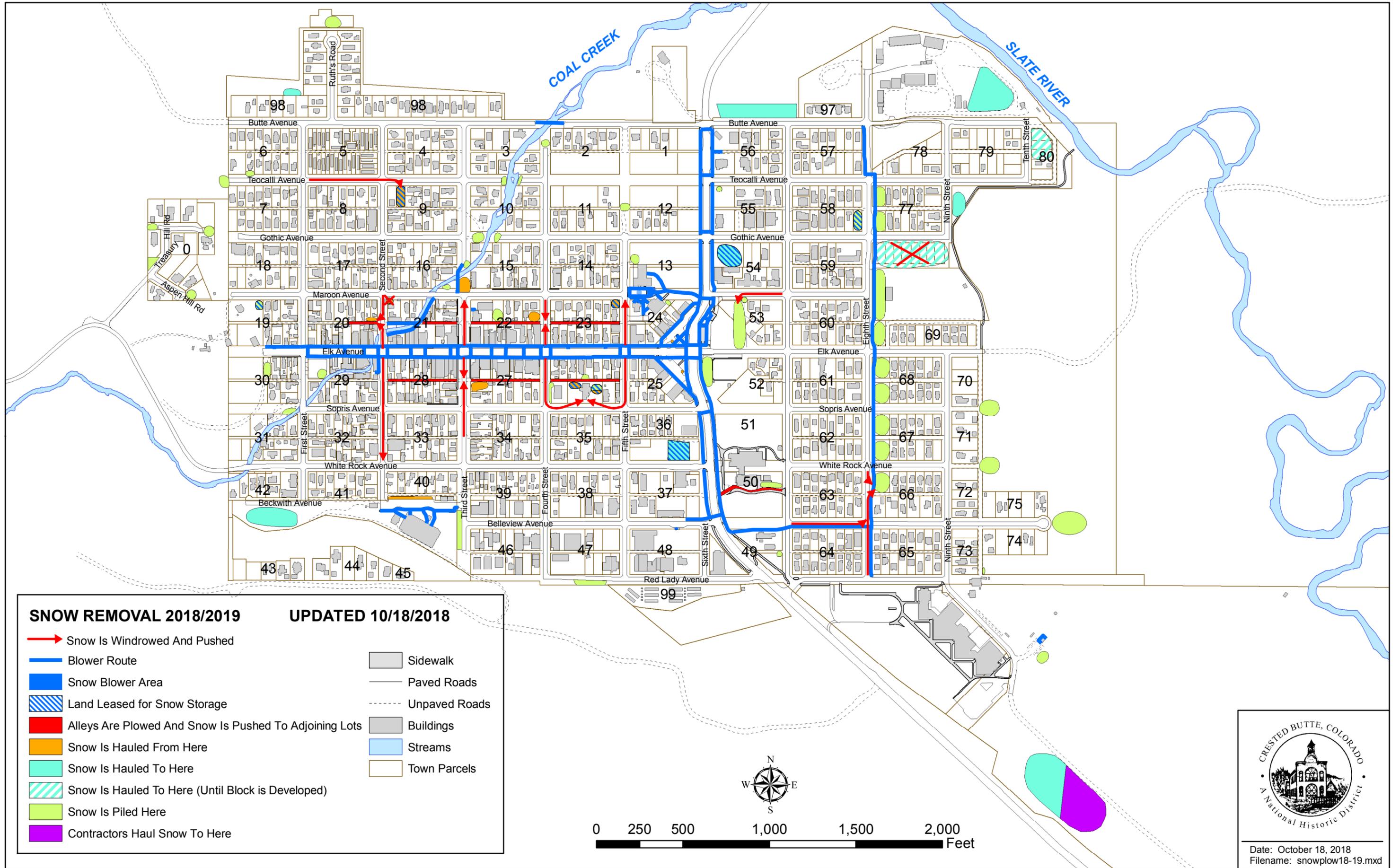
If declared, the Public Works Director will convene a stakeholder meeting to initiate the following plan, and initiate a public service notification plan that includes KBUT, and social media.

Priority 1 – Emergency Routes for ambulance and fire equipment, Public Works yard, and Marshal's parking area.

Priority 2 – Mt. Express Bus Routes as determined by the snow event, and Red Lady Avenue near Community School (if open).

A. Elastic Clause

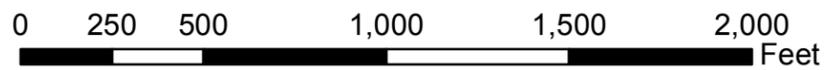
This plan may be superseded by verbal or written orders when, due to a shortage of personnel, equipment failure, and/or extreme weather cycles, conditions warrant necessary changes to accomplish snow and ice control operations.



SNOW REMOVAL 2018/2019

UPDATED 10/18/2018

- ➔ Snow Is Windrowed And Pushed
- Blower Route
- Snow Blower Area
- Land Leased for Snow Storage
- Alleys Are Plowed And Snow Is Pushed To Adjoining Lots
- Snow Is Hauled From Here
- Snow Is Hauled To Here
- Snow Is Hauled To Here (Until Block is Developed)
- Snow Is Piled Here
- Contractors Haul Snow To Here
- Sidewalk
- Paved Roads
- Unpaved Roads
- Buildings
- Streams
- Town Parcels



CRESTED BUTTE, COLORADO
 A National Historic District

Date: October 18, 2018
 Filename: snowplow18-19.mxd



Staff Report November 5, 2018

To: Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Annual Report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte

Background:

In 2016 Town Council adopted Ordinance No. 11 amending Chapter 7, Article 3 of the Crested Butte Municipal Code (“Code”) to include new regulations for the management of undesirable plants. Section 7-3-150 of the Code requires that the Weed Advisory Board (“Board”) for the Town of Crested Butte (“Town”) give an annual update on the Weed Management Plan (“Plan”). The Board meets triannually.

The intent of the Noxious Weed Management Plan is to provide guidelines for managing state and locally designated noxious weeds which represent a threat to the environmental and economic value of lands in Crested Butte. Through education, partnerships, and a sound work plan, the intent of the Plan is to provide a framework for controlling noxious weeds on both public and private property in the Town of Crested Butte. In 2017 and 2018, Gunnison County in partnership with the Town, Mt. Crested Butte, the City of Gunnison, and the Land Trust applied for and were awarded \$22,000/yr. from the State of Colorado Noxious Weed Fund to hire a seasonal weed management position. With this funding the partners were able to hire Jason Evanko who has collaboratively and successfully managed weeds in the Upper East River Valley the past two seasons. The intent of the shared position was to manage weeds in all municipalities within the county thereby meeting weed management goals both within the towns and on a larger scale by reducing the migration of weeds from municipalities into other important ecological, agricultural, and recreational areas of the Gunnison Basin. The grant funding is meant to help implement programs such as ours and is not meant to be an ongoing funding source. These partners are collaboratively working to annually budget for this seasonal position. An additional \$11,200 has been requested to help fund this position for 2019.

Summary:

The following is a summary of locations in and around Town where weeds were managed by Jason during the 2018 season:

3 Chemical Treatments were applied in the following locations:

- All alleys and rights of way west of 135
- Area by the hitching post in front of the Old Town Inn at the corner of Belleview and 6th St.
- Tennis courts and the Pitsker outfield fence on the north eastern edge of Town Park.
- Big Mine Park
- Ditch Trail/disc golf course
- All alleys, ROWs, unbuilt lots, construction areas etc. east of 135
- Rec Path from Slate River bridge to Community School

- Pump track by the Community School
- Gravel pit north of bike path
- Gravel/snow storage area on the far west side of town between Beckwith and Big Mine Park
- Wood Walk access from the west end of Maroon, to Treasury Hill
- Kapushion Trail
- Town parcels on Lupine 1 trail
- Smith Hill Road

In addition, cheat grass was treated with a pre-emergent herbicide on Belleview Ave, Fourth Street Kapushion Trail, the snow storage area between Beckwith Ave and Big Mine Park, and Lupine 1 Trail.

Mechanical Treatment

- Pulled and bagged scentless chamomile, absinth wormwood, oxeye daisy and yellow toadflax along coal creek
- Pulled and bagged houndstongue, common tansy, scentless chamomile and oxeye daisy in alley north of Elk Ave, from First Street to Fourth Street (behind restaurants)
- Pulled and bagged scentless chamomile and oxeye daisy at the corner of Maroon and Fourth Street (Paradise Place Daycare)

Outreach/education/public relations

- Educated town staff on the importance of weed management in the Gunnison Valley
- Conducted informal interpretive talks on the importance of maintaining natural biodiversity during Crested Butte Wildflower Festival
- Made approximately 30 neighbor contacts while working in town
- Spoke with property owners about options for reducing common tansy on their property.

In addition to Jason's work, the following weed management efforts occurred in 2018 by the Land Trust, CBCS, Trails and Open Space, Parks, and the Cemetery Committee :

- JDOT was hired to treat all athletic fields, block 76, the Rec Path, Deli Trail, Gravel Pit, Bike Park, 8th St. right of way, and Elk Ave.
- Joint letters were sent from the Land Trust and Town to adjacent neighbors of Saddle Ridge
- The Land Trust and the Town partnered on a GOCO grant application for a conservation corp crew to manage weeds in 2019
- The Land Trust provided 5 educational days, led a Wild Flower Festival hike to identify weeds, and performed three treatments along the slate river
- The third year of a three year trial on the effectiveness of soil amendments were completed in 2018. The effectiveness will be evaluated in 2019 and a new plan forward will be created
- All areas around CBCS including the detention basin south of the school were treated
- Participated in a round table discussion hosted by RMBL

2019 Priorities

- Secure funding for shared seasonal position
- Contain, monitor and swiftly deal with cheat grass, puncture vine, black henbane, and houndstongue
- Educate and work with homeowners to further reduce common tansy within town
- Treat cemetery weeds along new road
- Collaborate with the Chamber, CBMBA, the BLM, and USFS to put a bike wash station at the bike park and provide a mobile bike wash station for CB Bike Week
- Keep cheat grass from moving up valley
- 3-year Weed Plan review

Recommendation

Staff recommends allocating an additional \$11,200 in the 2019 budget to fund the seasonal shared weed management position with funding to come from the Streets and Alleys, and Trails and Open Space funds.

Town of Crested Butte Noxious Weed Management

2018 Update

Noxious Weed Advisory Board

Town Staff:

- ▶ Janna Hansen, Chair
- ▶ Shea Earley, Public Works
- ▶ Pete Curvin, Parks
- ▶ Jessie Early,
Sustainability/Cemetery
- ▶ Mel Yemma,
Trails and Open Space
- ▶ Brad Cadwell, Public Works

Community Partners:

- ▶ Brian Lieberman- CB Land Trust
- ▶ Donna Walker - Local Expert
- ▶ Paul Morgan - CBCS
- ▶ Jason Evanko - Gunnison County

Background



Ox Eye Daisy

2008

Colorado Noxious Weed Act Enacted

2009

Noxious weeds declared a nuisance in Town code

Town of CB Weed Plan adopted

2016

CB Noxious Weed Advisory Board formed

Municipal Code updated to include new regulations for weed management

2017

The Town, Mt. CB, Gunnison County and the Land Trust received \$20,000/year from the State Noxious Weed Fund

2018

The Plan...



Yellow Toad Flax

Town of Crested Butte Designated Noxious Weed List

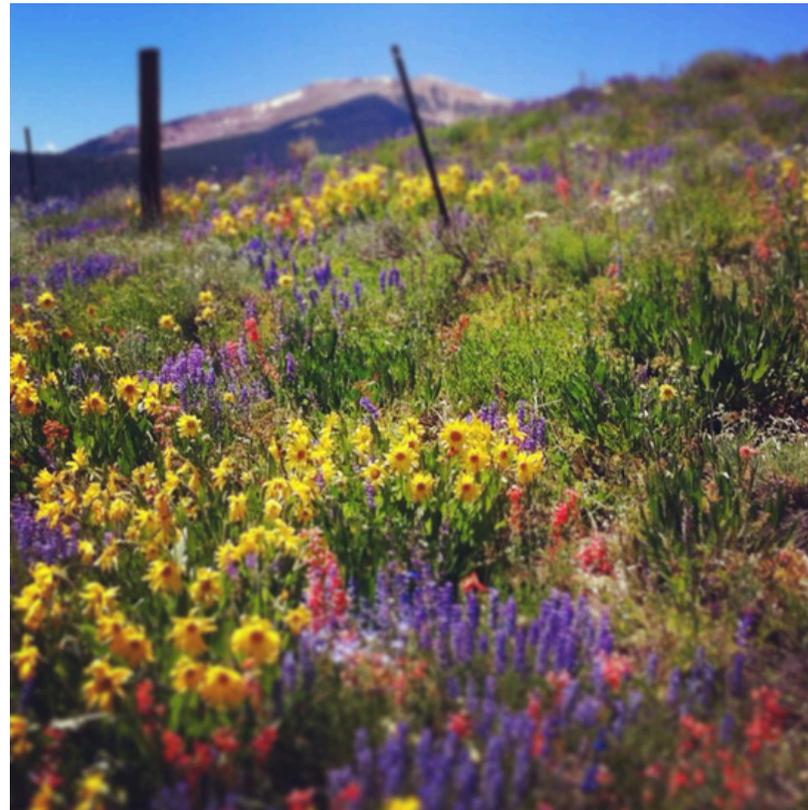
1. Absinthe Wormwood (*Artemisia absinthium*)
2. Black Henbane (*Hyoscyamus niger*)
3. Canada Thistle (*Cirsium arvense*)
4. Common Tansy (*Tanacetum vulgare*)
5. Dalmatian Toadflax (*Linaria dalmatica*)
6. Dame's Rocket (*Hesperis matronalis*)
7. Diffuse Knapweed (*Centaurea diffusa*)
8. Hoary Cress (*Cardaria draba*)
9. Houndstongue (*Cynoglossum officinale*)
10. Leafy Spurge (*Euphorbia Esula*)
11. Musk Thistle (*Carduus nutans*)
12. Orange Hawkweed (*Hieracium aurantiacum*)
13. Oxeye Daisy (*Leucanthemum vulgare*)
14. Plumeless Thistle (*Carduus acanthoides*)
15. Russian Knapweed (*Acroptilon repens*)
16. Scentless Chamomile (*Matricaria perforata*)
17. Scotch Thistle (*Onopordum acanthium*)
18. Spotted Knapweed (*Centaurea maculosa*)
19. Yellow Sweet Clover (*Melilotus officinalis*)
20. Yellow Toadflax (*Linaria Vulgaris*)

Duty to Manage

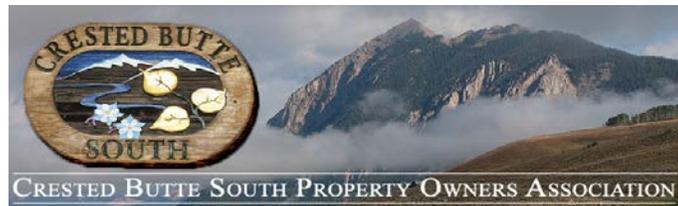
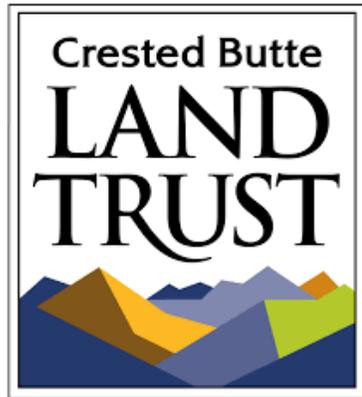
“In enacting this article the general assembly finds and declares that there is a need to ensure that all the lands of the state of Colorado, whether in private or public ownership, are protected by and subject to the jurisdiction of a local government empowered to manage undesirable plants as designated by the state of Colorado and the local governing body. In making such determination the general assembly hereby finds and declares that certain undesirable plants constitute a present threat to the continued economic and environmental value of the lands of the state and if present in any area of the state must be managed.”
Colorado Noxious Weed Act (§ 35-5.5-102 (2008))

Importance of Weed Management

- ▶ Healthy and productive natural ecosystems
- ▶ Healthy livestock and ranch lands
- ▶ Maintain our status as Wildflower Capital of Colorado
- ▶ Be good neighbors
- ▶ Be good stewards of our headwaters
- ▶ Key link in the collaborative management approach in Gunnison County



Collaboration



- ▶ Crested Butte Land Trust
- ▶ Gunnison County
- ▶ Town of Mt. Crested Butte
- ▶ Private land owners
- ▶ Easement holders
- ▶ Local USFS and BLM
- ▶ Crested Butte Community School
- ▶ CSU Extension Office
- ▶ Crested Butte South
- ▶ High Country Conservation Advocates
- ▶ Rocky Mountain Biological Laboratory
- ▶ Crested Butte Wildflower Festival

Management Goals

- ▶ Plan Implementation
- ▶ Education
- ▶ Control Infestations
- ▶ Collaboration and Cooperation
- ▶ Integrated Methods
- ▶ Establish & Maintain Healthy Plant Communities
- ▶ Keep Uninfested Lands Weed-Free
- ▶ Contain Heavily Infested Areas
- ▶ Uphold Town Code

2018 Accomplishments

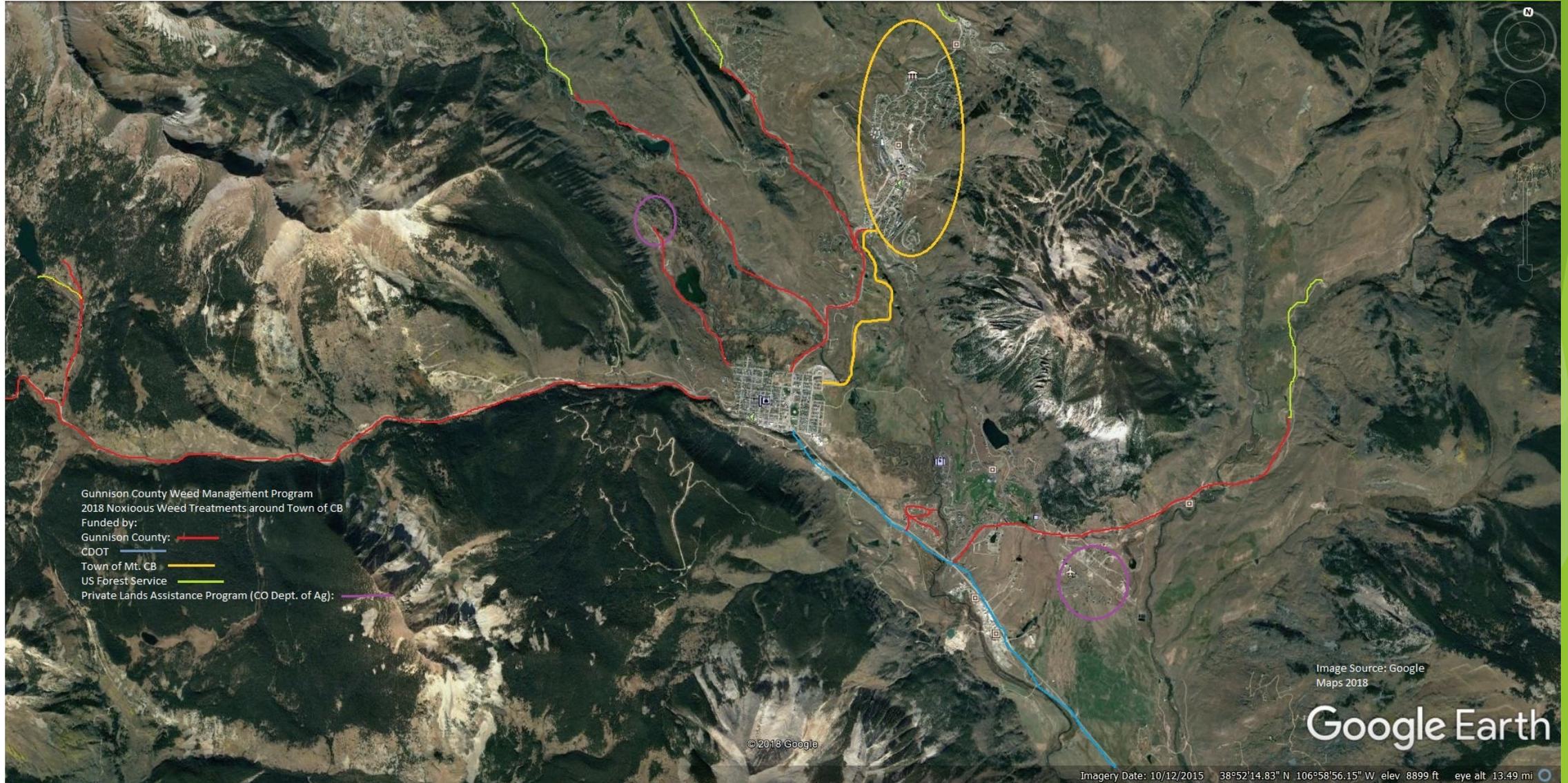


Black Henbane

Areas Treated in Town



Areas Treated Around Town



Education and Awareness

- ▶ Donna's Weed Table
- ▶ Letters to Land Owners
- ▶ Content on Town Website
- ▶ Staff Education
- ▶ On the Ground Interactions
- ▶ Collaborative Meetings
- ▶ Weed of the Week
- ▶ Weed Tours
- ▶ Weed Brochures



Prevention and Detection



- ▶ Protect weed-free plant communities
- ▶ Weed-free seed, mulch, and hay
- ▶ Identification and eradication of new infestations
- ▶ Wash contaminated vehicles/bikes prior to entering uncontaminated land
- ▶ Budget & plan appropriately

Revegetation and Rehabilitation

- ▶ Revegetate disturbed areas
- ▶ Utilize on-site topsoil
- ▶ Utilize native plants
- ▶ Stabilize the surface



Scentless Chamomile

2019 Priorities

- ▶ Secure funding for shared seasonal position
- ▶ Contain, monitor and swiftly deal with cheat grass, puncture vine, black henbane, and houndstongue
- ▶ Educate and work with homeowners to further reduce common tansy within town
- ▶ Treat cemetery weeds along new road
- ▶ Collaborate with the Chamber, CBMBA, the BLM, and USFS to put a bike wash station at the bike park and provide a mobile bike wash station for CB Bike Week
- ▶ Keep cheat grass from moving up valley
- ▶ 3-year Weed Plan review



Puncture Vine



Canada Thistle



Common Tansy



Cheatgrass

Questions?



Houndstongue



Staff Report

October 31, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Michael Reily, Chief Marshal
Subject: Toy Vehicles and OneWheels



Summary:

Council has expressed some concern regarding the safety of various Toy Vehicles on Town roads and sidewalks. The following information covers State law, local ordinances and local enforcement philosophy regarding Toy Vehicles (OneWheels, Electric Scooters, roller skates, skateboards, etc).

Background:

The concern of the Marshal's Office with regard to toy vehicles is one of public safety. We provide special attention to keeping toy vehicles off of Elk Ave., Sixth St. and Whiterock Ave. because those thoroughfares are areas with the most potential for conflict between vehicles which vary in size, maneuverability and visibility. We provide limited enforcement in other areas of town, particularly when traffic is light or sidewalks are wide and open with little potential for conflict. Reckless or careless conduct on roadways or sidewalks with any type of vehicle is not permitted.

Existing Regulations:

1. Toy Vehicles C.R.S. 42-1-102 (103.5) and the 2010 Model Traffic Code (MTC) define Toy Vehicles in substantially the same way:

"Toy vehicle" means any vehicle that has wheels and is not designed for use on public highways or for off-road use. Toy vehicle includes, but is not limited to, gas- or electric-powered vehicles

commonly known as mini bikes, "pocket" bikes, Kamikaze boards, go-peds, and stand-up scooters. Toy vehicle does not include off-highway vehicles or snowmobiles.

- a) Section 109 of the Model Traffic Code (adopted by the Town) *prohibits* Toy Vehicles on roadways.
- b) OneWheels are considered Toy Vehicles in many jurisdictions.
- c) The Model Traffic Code *allows* Toy Vehicles on sidewalks because sidewalks are not "roadways." Therefore, it is up to the Town as to whether to allow them on sidewalks.

2. Bikes and Electric Bikes Under C.R.S. 42-4-109 (11) the Town *cannot* prohibit bicycles or electric bicycles from using **roadways** unless "suitable bike paths, horseback trails, or other trails have been established on the right-of-way or parallel to it within four hundred fifty feet of the right-of-way of heavily traveled streets."

Under 42-4-710 (3) the Town *can prohibit or allow* electric bicycles on sidewalks:

"No person shall drive any vehicle *other than a bicycle, electric assisted bicycle*, or any other human-powered vehicle upon a sidewalk or sidewalk area, except upon a permanent or duly authorized temporary driveway."

3. Low-Power Scooters C.R.S. 42-1-102(48.5) defines a Low-Power Scooter as:

"a self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with ground, no manual clutch, and either of the following:

- A cylinder capacity not exceeding fifty cubic centimeters (50cc), if powered by internal combustion; or
- A wattage not exceeding four thousand four hundred seventy six (4,476w), if powered by electricity."

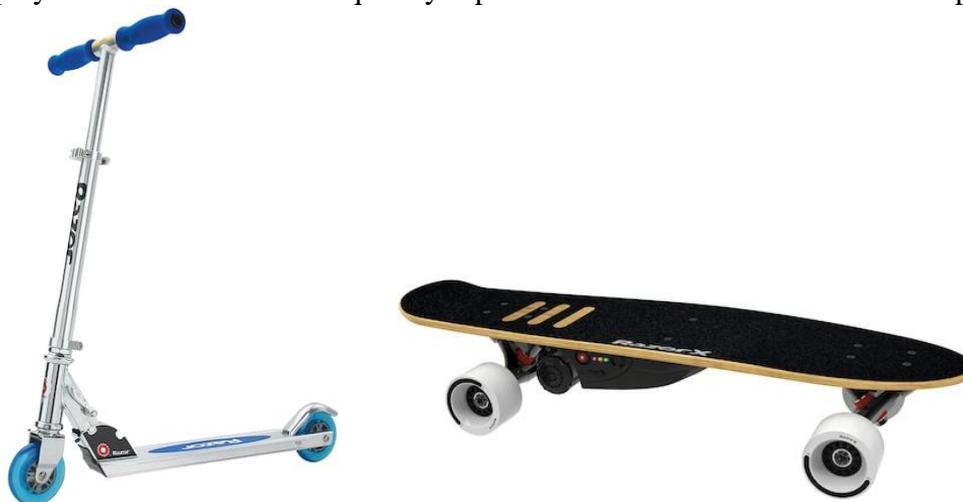
A Low-Power Scooter does *not* include a toy vehicle, bicycle, electrical assisted bicycle, wheelchair or any device designed to assist mobility impaired people who use pedestrian right-of ways. A Low-Power Scooter requires a 3-year Low-Power decal/registration and:

- Owner/Operator must possess a valid driver license or minor driver license. C.R.S. 42-4-103(2)(a).
- Low-Power Scooters may only be registered or renewed when the applicant has a complying motor vehicle insurance policy or a certificate of self-insurance in full force and effect as required by CRS sections 10-4-619 and 10-4-624.



4. **Skis, Toboggans, Coasting Sleds, Skates, or Similar Devices** C.R.S. 42-4-109(9) provides as follows:

(9) **No person shall use the highways** for traveling on skis, toboggans, coasting sleds, skates, or similar devices. It is **unlawful for any person to use any roadway** of this state as a sled or ski course for the purpose of coasting on sleds, skis, or similar devices. It is also unlawful for any person upon roller skates or riding in or by means of any coaster, toy vehicle, or similar device to go upon any roadway except while crossing a highway in a crosswalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. This subsection (9) does not apply to any public way which is set aside by proper authority as a play street and which is adequately roped off or otherwise marked for such purpose.



The Crested Butte Municipal Code at **Sec. 8-1-30 (3)** amends the Model Traffic Code to **prohibit** skis, toboggans, coasting sleds, snowmobiles, roller skates, skateboards or similar devices on **sidewalks**.

The Crested Butte Municipal Code at **Sec. 8-1-30 (17)** amends the Model Traffic Code to permit skiing on the following Town streets:

1. On the entire length of Butte Avenue, from the east boundary of Town to the west boundary of Town; and"
2. On First Street from Whiterock Avenue to Butte Avenue; and
3. On Whiterock Avenue from the east side of Second Street to the west side of First Street; and
4. On Third Street from Belleview Avenue to Red Lady Avenue; and
5. On Red Lady Avenue from Third Street to the Town Ranch; and
6. On Eighth Street from Red Lady Avenue to Butte Avenue; and
7. On Elk Avenue from the east side of Sixth Street to the east side of Block 69; and
8. On Teocalli Avenue from the west boundary of Town to First Street.

Skiers on Town streets shall ski in a safe and prudent manner, and shall follow all rules and regulations generally applicable to pedestrians.

(18) Kicksleds, coaster sleds and toboggans being pulled by human power, shall be allowed on the streets and alleys within the Town, provided that they not be allowed on Elk Avenue, on Sixth Street, on Gothic Road, or on Maroon Avenue west of First Street, except that such devices may be used only to cross these avenues and streets. Lights and reflectors, as defined in section 221 of this code, must be used on the devices between sunset and sunrise.



Discussion:

A concern expressed recently is the use of OneWheels on roads or sidewalks. A OneWheel is an electric “skateboard” type of vehicle with a top speed of 19mph and a 5-18 mile range. They cost between \$1,400-\$1,800, have lights and stop when the rider dismounts. Basically it is a Segway brain in a one wheeled skateboard.



Toy vehicle technology has outpaced the specific ability of the law to define many new transportation devices. The OneWheel is one such device.

Several municipalities have determined the OneWheels to be a “**Toy Vehicle**” (e.g. Boulder). Assuming they are Toy Vehicles, they are banned from roadways under the Model Traffic Code.

It is not clear whether Sec. 8-1-30 (3) of the Crested Butte Municipal Code would include “Toy Vehicles” in the list of vehicles prohibited on sidewalks because none of the vehicles on the list are motorized.

Recommendation:

Staff recommends continuing to prohibit Toy Vehicles in highly travelled traffic and pedestrian congested areas such as Elk Avenue, The Elk Avenue sidewalks, Sixth Street roadway, and Whiterock Avenue on the west side of Town (bus route).

Staff recommends *allowing* bicycles and Toy Vehicles on sidewalks that are eight (8) feet wide or greater.

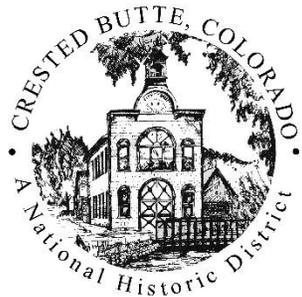
The Town Attorneys do not think that Sec. 8-1-30(3) is not clear enough to include Toy Vehicles (including OneWheels) in the list of vehicles currently banned on sidewalks. Thus, Sec. 8-1-30(3) should be amended if the Town wants to allow Toy Vehicles (including OneWheels) on sidewalks that are eight (8) feet wide or greater.

Council has several options with regard to our local ordinances regarding sidewalks and roadways and the vehicles allowed on each as well as the potential limits for travelling on each.

1. Do nothing. Continue with the current ordinances in place, as written, and provide no direction with regard to the enforcement of the ordinances.
2. Give direction. Continue with the current ordinances in place, as written, and provide specific or general direction (legislative intent) from the Council with regard to enforcement of the ordinances. This may, or may not, result in courtroom challenges should someone be cited for a violation, or not cited for a perceived violation which an officer feels does not meet the intent of the ordinance.
3. Revise Town Code Sec. 9-1-30(3) to identify what should be allowed or banned on sidewalks

Proposed Motion:

Request Town Staff to prepare an Ordinance that would revise Sec. 8-1-30(3) to include, remove, or clarify the conveyances that Council would like to see allowed or banned on Town's sidewalks. Additionally, Council could also choose to spell out, with specificity, which roads and/or sidewalks are, or are not, included in the ordinance.



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara Mac Donald, Town Manger

Subject: 2019 Lottery Procedures

Date: November 5, 2018

Timeline:

- November 5th – Crested Butte Town Council Meeting to set sale prices, AMI targets, and confirm lottery process.
- November 6th – GVRHA will post application packets for the lots and for the duplex homes on its website
- November 7th – January 5th – Town of Crested Butte and GVRHA community outreach to prospective buyers.
- December 3rd and 4th – GVRHA to sponsor a certified homebuyer class for potential buyers (particularly targeted to first-time homebuyers) which gives attendees one additional entry into the lottery
- November 12th through January 11th – applications submitted to the GVRHA by households desiring to be included in the lottery for the CB lots and duplexes
 - Applications will only be accepted by the GVRHA when they are complete
 - Application packages and property information will be made available on the GVRHA website
 - Property information to include: site map showing units to be sold, floor plans, material finishes, copy of deed restriction applicable to the neighborhood, sale prices, qualifying AMIs
- January 14th through January 31st – GVRHA processes applications and determines qualifications and number of entries into the lottery per household
 - Applicants determined to be ineligible to enter the lottery may request a hearing before the GVRHA Grievance Committee according to the terms of the GVRHA Housing Guidelines at least one week prior to the first lottery for lots or duplexes/Stallion Park units.
- February 7th – lottery for the CB lots
- February 8th – lottery for CB duplexes
- March 11th May 17th- Begin Block 76 Lottery Process

- Applications submitted to the GVRHA by households desiring to be included in the lottery for the CB Block 76 Lottery
- Previously qualified applicants will be able to elect to participate in this lottery
- May 18th through June 7th – GVRHA processes applications and determines qualifications and number of entries into the lottery per household
 - Applicants determined to be ineligible to enter the lottery may request a hearing before the GVRHA Grievance Committee according to the terms of the GVRHA Housing Guidelines at least one week prior to the first lottery for lots or duplexes/Stallion Park units.
- June 20th – Lottery for CB Block 76

Employer purchases:

Up to seven homes in the 2019-2020 builds will be made available to employers to purchase for their employees to rent. These sales will occur outside the lottery process, creating a priority for this form of rental housing, and assist in pre-sales, which will support the financing of that development. Dependent on the interest in these units by local businesses an additional lottery may be held.

Selection Process:

The lots and homes will have the following selection considerations:

- 2018 Duplexes – there will be no minimum household size, and the maximum income is 200% AMI.
- Lot Sales - there will be no minimum household size, and the maximum income is 200% AMI. The additional threshold of an approval letter from a construction lender is required.
- Block 76 – There will be two AMI caps, under 140% AMI and under 200% AMI. There will be no household size limit for one and two bedroom homes. For three bedroom homes, there will be a minimum household size of two people. The attached spreadsheet shows the 2 AMI distributions for the units. There will be 13 units in each of the two AMI categories available.

Current Area 2018 Median Incomes Caps are:

	140%	200%
1 Person	\$67,900	\$97,000
2 People	\$77,560	\$110,800
3 People	\$87,220	\$124,600
4 People	\$96,880	\$138,400

- First qualified applicant name is drawn from the lottery bin – this applicant will then select which particular unit they want to put under contract.
- Second qualified applicant name is drawn from the lottery bin – this applicant will then select which particular unit they want to put under contract.
- Third qualified applicant name is drawn from the lottery bin – this applicant will then select which particular unit they want to put under contract.

This process will continue until the first buyers for all of the lots and homes are selected. The process will then repeat itself so that there are two backup selections per home or lot in case the first selected buyers fall out.

If any units remain unsold 90 days following Certificate of Occupancy, the Grievance Committee will hear requests for exceptions to the qualifications described here.

Lottery Entries Per Household:

Per the Housing Guidelines Adopted February 2016, households who have worked in Gunnison County three (3) years or more receive these additional lottery entries.

Working in Gunnison County greater than 3 years, less than 5 years	5 chances
Working in Gunnison County greater than 5 years, less than 8 years	6 chances
Working in Gunnison County greater than 8 years, less than 10 years	7 chances
Working in Gunnison County greater than 10 years, less than 15 years	8 chances
Working in Gunnison County greater than 15 years	9 chances
Working in Gunnison County greater than 20 years	10 chances

Any other applicant who has worked in Gunnison County less than three (3) years, will receive one chance. Any applicant who has attended GVRHA's homebuyer education class will receive one additional chance.

Essential Service Workers will receive one additional lottery chance or anyone who has participated in the Town's first time home buyer will be eligible for an additional lottery chance.

Contract Process:

The first qualified applicants will have 3 business days to enter into a real estate purchase contract with the Housing Authority for the unit they have selected. If they do not do so, the backup selected applicants will be given a 3-day opportunity to enter into a contract with the GVRHA to purchase the next-available unit.

Lottery winners entering into a contract must provide a \$1,000 earnest money deposit to Alpine Title, which will be credited towards their purchase price at the time of closing. The terms of the Colorado Real Estate Commission-approved contract will determine if/when the earnest money deposit may be returned to the lottery winner in the event they do not consummate the purchase of the property.

Closing Process:

Closings for the lots will occur before May 1st. Closings for the duplexes will occur early to mid-June when the Town can get final Certificate of Occupancy. Closing for units located in Block 76 will begin in November 2019 and proceed into January 2020. (These dates are currently tentative but will be established prior to each lottery)

The GVRHA will act as transaction broker between the buyer and seller for each property, assisting each buyer, Alpine Title and the Town of Crested Butte in the closing transaction of each property. For services provided in the successful closing of each sale, the GVRHA will receive a maximum of 2% of the sales price as a transaction brokerage fee from the seller.

Recommendation:

A Council member make a motion followed by a second to approve the 2019 Town of Crested Butte Lottery Procedures.

**Agenda
Design Review Committee
Monday
October 22, 2018**

- 4:00 Informal review requested by **Michael N. Graber and Martha A. Graves** to site a multi-family residence (four-plex) to be located at 729/731 Gothic Avenue, Block 58, Lots 31-32 in the R4 zone.
(Hadley/Penfield)

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

Agenda
BOARD OF ZONING and ARCHITECTURAL REVIEW
 Tuesday
 October 30, 2018

- 6:00 Call to Order.
- 6:02 Review and approve the minutes from the **September 25, 2018** BOZAR meeting
- 6:04 Recap of October 18, 2018 Special Meeting with Bob Mather.
- 6:15 Consideration of the application of **Owen Whiterock LLC and Whiterock Real Estate Investments LLC** to subdivide a portion of the property from 323/327 Whiterock Avenue, Block 34, Lots 28-30 to 321 Whiterock Avenue, East half of Lot 26 and all of Lot 27 in the R2C zone. (Owen)
- Approval of a minor subdivision in the R2C zone is required.
- 6:45 Consideration of the application of **Owen Whiterock LLC** to construct an addition to the historic single family residence and convert to a duplex, move a historic accessory building from Tract 1 to Tract 2 Owen Subdivision and to site a new accessory dwelling located at 319/321 Whiterock Avenue, Block 34, East half of Lot 26 and all of Lot 27 (Tract 1 Owen Subdivision) in the R2C zone. (Owen)
- A conditional use permit to construct an accessory dwelling in the R2C zone is required.
- Permission to demolish a non-historic portion of a non-contributing historic primary building is required.
- The relocation of a historic accessory building to Tract 2, Owen Subdivision is required.
- Architectural approval is required for the addition to the historic residence and reclassification as a duplex is required.
- A recommendation to Town Council for a revocable license for the encroachment of the front entry step on the Town Rights of Way is required.
- Architectural Approval for a new accessory dwelling is required.
- Approval is contingent upon approval for the minor subdivision.
- 7:30 Consideration of the application of **Whiterock Real Estate Investments LLC** to move a historic accessory building at the North of the property to the East, rehabilitate and function as an accessory dwelling, move a historic accessory building from Tract 1 to Tract 2 Owen Subdivision located at 323/325/327 Whiterock Avenue, Block 34, Lots 28-30 (Tract 2 Owen Subdivision) in the R2C zone. (Owen)
- A conditional use permit to construct a second accessory dwelling in the R2C zone is required.
- Permission to demolish a non-historic portion of a contributing historic structure is required.
- Architectural approval is required.
- The relocation of a historic accessory building to Tract 2, Owen Subdivision is required.
- Approval is contingent upon approval of the minor subdivision.
- 8:15 Recommendation to the Town Council to approve an amendment to the zoning code regarding exclusion criteria for homes that are 50 years of age.
- A recommendation to the Town Council is requested.
- 8:45 Recommendation to the Town Council to approve an amendment to the code regarding demolition.
- A recommendation to the Town Council is requested
- 9:30 Miscellaneous:
 o DRC for November 5 and 12: Nauman and Alvarez Marti (BOZAR – November 27th)
 o DRC for December 3 and 10: _____ (BOZAR – December 18th)
 o Review of procedure for submitting GL to Staff for review early 2019
 o Insubstantial Reviews:
 o Bailey (307 Elk Avenue) – Roof repairs to front awning, main roof and East roof over exterior staircase.
 o True Value (607 6th) – Replacement of canopy over gas pumps.
 o Mundy/Valcor Holdings (222 Maroon Avenue) – West windows and exterior muntins
- 9:45 Adjourn

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

AGENDA

4pm – Town of Mt. Crested Butte Budget Work Session

Call to Order

Roll Call

Approval of the October 16, 2018 Regular Town Council Meeting Minutes

Reports

Manager's Report
Town Council Reports

Crested Butte Music Festival – Admissions Tax Report Follow Up – Cynthia Peatross

Crested Butte Mountain Resort – Summer Unplugged Admissions Tax Report Follow Up – Patti Hensley

CORRESPONDENCE

OLD BUSINESS-

Discussion and Possible Consideration of Ordinance Number 7, Series 2018, an Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Approving a Planned Unit Development Major Alternation to Lot 34, Pitchfork Subdivision, with Conditions – Second Reading - Carlos Velado

NEW BUSINESS –

Discussion and Possible Consideration of a Planning Commission Recommendation on a Lot Line Vacation Application for Lots 11 and 6 Overlook Subdivision, Submitted by the Anne C. Murray Living Trust – Leah Despasoto

Discussion of New Parking Requirement Based on a Recommendation from the Planning Commission – Leah Despasoto

Discussion and Possible Consideration of the January 1, 2019 Town Council Meeting – Tiffany O'Connell

OTHER BUSINESS –

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

163
November 6, 2018
6:00 PM
COUNCIL CHAMBERS

PUBLIC COMMENT – *Citizens may make comments on items not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments are limited to five minutes.*

ADJOURN

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance. Public comment on these agenda items is encouraged.

GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 W. VIRGINIA AVENUE
GUNNISON, CO, IN THE 2ND FLOOR COUNCIL CHAMBERS
Approximate meeting time: 3.5 hours

October 23, 2018 **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.

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

I. Public Hearing – 5:30 P.M.

Please see the e-packet for the Public Hearing format.

A. Public Hearing to receive input on the Proposed 2019 Budget

Staff contact: Finance Director Ben Cowan

Estimated time: 15 minutes

Public Hearings are the formal opportunity for the City Council to listen to the public regarding the issue at hand. Citizens giving input must identify themselves. Anonymous testimony will not be considered. In a quasi-judicial public hearing, the Council is acting in much the same capacity as a judge. Most land use applications including marijuana/liquor applications are types of quasi-judicial actions. The Council must limit its decision consideration to matters which are placed in evidence and are part of the public record at the hearing. Legislative administrative public hearings include those that are a formal opportunity for Council to listen to the public regarding the issue at hand, i.e. increases in utility rates or the annual city budget.

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 on 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. Approval of the October 9, 2018, 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.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: To approve the October 9, 2018, Regular Session meeting minutes.

Estimated time: 1 minute

- B. Review of state and local ballot initiatives relating to the City of Gunnison**
 Background: Ellen Harriman of the Gunnison Chapter of the League of Women Voters will present information on state ballot initiatives that would most directly affect the Gunnison Valley. Representatives of local ballot initiatives will also be given time to speak about their issues. Local issues to be discussed are Ballot Measure 6A (*Housing Authority Property Tax Increase*) and 7D (*Gunnison Metropolitan Recreation District*).
 Staff contact: City Clerk Erica Boucher
Action Requested of Council: To review and ask questions about state and local ballot measures that would have the greatest impact on the Gunnison Valley.
 Estimated time: 45 minutes
- C. Budget/Business Plan Update from the Gunnison County Chamber of Commerce**
 Background: In 2017, City Council asked that a service contract be developed between the City and the Gunnison County Chamber of Commerce (Chamber) to financially support the Gunnison Visitor Center. In order to receive continued funding from the City, Council requested that the Chamber provide them a report from the 2018 business plan and present a “Forward Looking Business Plan and Building” for Council review and approval.
 Staff contact: City Manager Russ Forrest
Action Requested of Council: To review the 2018 accomplishments and provide feedback on the 2019 Business Plan.
 Estimated time: 30 minutes
- D. Approval for Utility Upgrade for the Wastewater Treatment Plant**
 Background: Installation of conduit for future power lines and fiber to Wastewater Treatment Plant.
 Staff contact: Information Technology Director Mike Lee
Action Requested of Council: A motion to for the City Manager to negotiate and authorize a Memorandum of Understanding (MOU) with Region 10 and GCEA in an amount not to exceed \$148,545.43 for the construction of the conduits and utility upgrade to the Wastewater Treatment Plant.
 Estimated time: 15 minutes
- E. Review Draft of RFP for West Gunnison (Lazy K) Property**
 Background: The West Gunnison Park and Site Plan has been approved by the City Council. City Council requested staff to prepare an RFP for housing development on the site.
 Staff contact: City Manager Russ Forrest
Action Requested of Council: To review the draft RFP for the West Gunnison property and to provide direction on next steps for the RFP.
 Estimated time: 30 minutes

F. Next Steps on 2019 Proposed Budget/City Manager Report

Background: See City Manager's Report

Staff contact: City Manager Russ Forrest

Action Requested of Council: To provide feedback on next steps for budget and Council is being asked if they would allow staff to utilize the remaining \$23,000 in the Strategic Projects Fund for installation of lighting at IOOF if it could be effectively installed prior to the ground freezing.

Estimated time: 30 minutes

G. Reports:

City Attorney Report

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

IV. Executive Session:

The purpose of which is to conduct the City Manager's annual review with the City Council pursuant to C.R.S §24-6-402(4)(f)(I). This session is recorded.

Estimated time: 30 minutes

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA & WORK SESSION – REVISION #1

167

DATE: Tuesday, October 16, 2018

Page 1 of 2

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

GUNNISON COUNTY BOARD OF EQUALIZATION:

- 1:00 pm
- Call to Order
 - Final Determination; Classification & Property Valuation; CBOE #10 – Manus
 - Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

- (See separate agenda)

GUNNISON COUNTY BOARD OF COMMISSIONERS REGULAR MEETING:

- 1:35 pm
- Call to Order; Agenda Review
 - Minutes Approval:
 1. 9/18/18 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Agreement; Gunnison-Crested Butte Regional Airport; Airport Advertising Media Management Agreement
 2. Contract Documents; AIP 54 SRE Acquisition
 3. Notice to Proceed; OJ Watson Re: AIP 54 Acquisition
 4. Supplemental Lease Agreement; Amendment to 10/26/15 AWOS Agreement; Gunnison-Crested Butte Regional Airport; Federal Aviation Administration
 5. Liquor License Renewal; 456 Entertainment LLC dba Tully's
 6. Liquor License; Kebler Corner Liquors LLC
 7. Contract; 2018 Emergency Management Performance Grant; \$75,000
 8. Calendar; Gunnison County 2019 Holidays
 9. Grant; City of Gunnison; Public Service Grant Application; \$14,076.36
 10. Contract; Gunnison County Health & Human Services; Colorado Department of Public Health & Environment; Family Planning Title X; \$48,096
 11. Agreement; Gunnison County & Colorado Department of Public Health & Environment; 2019 Indirect Cost Negotiation Agreement
 12. Letter of Support; BOCC Re: Metropolitan Recreation District
 - Scheduling
- 1:40
- County Manager's Report
 1. ICMA Certificate of Excellence in Performance Management
- 1:50
- Deputy County Manager's Report
- 2:00
- Discussion; Iron Point 3D Seismic Project
- 2:10
- Grant Agreement; Cox Ranch Conservation Easement
- 2:20
- Discussion; Golden Eagle Trash Service Appeal

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA & WORK SESSION – REVISION #1

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DATE: Tuesday, October 16, 2018

Page 2 of 2

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

- 3:20 • Report on Gunnison Sage-Grouse Litigation; Possible Executive Session Pursuant to C.R.S. 24-6-402 (4) (b) Conference with the County Attorney to receive legal advice on decision and possible next steps
- 3:45 • Break **(ADDED)**
- 3:55 • Resolution; A Resolution Approving the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the completion of the Shady Island River Park project **(ADDED)**
 - 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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- Gunnison County 2019 Budget
- 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
SPECIAL MEETING & WORK SESSION**

169

DATE: Tuesday, October 23, 2018

Page 1 of 1

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

GUNNISON COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING:

- 8:30am • Call to Order; Agenda Review
- Vouchers and Transfers
- September 2018 Sales Tax & Local Marketing District Tax Reports
- Treasurer's Reports
- Adjourn

GUNNISON COUNTY BOARD OF COMMISSIONERS WORK SESSION:

- 8:40 • Strategic Planning Update; Facilities & Grounds
- 8:55 • Strategic Planning Update; Information Technology
- 9:10 • Strategic Planning Update; Airport
- 9:25 • Gunnison County 2019 Budget
- 10:25 • Marble Crystal River Chamber; Budget Request 2019
- 10:40 • Break
- 10:50 • Gunnison County 2019 Budget; Continued
- 12:00 • 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.

November 19, 2018**Work Session**

Mike McBride – GCEA

Budget

Consent Agenda

Green Drake

Adoption of Personnel Manual

Old Business

Brush Creek

New Business

First Reading – Demolition Ordinance

Marshals' Facility Plans

School Master Plan and Intersection Discussion

Ordinance – Selling Land to the School District

Purchase Contract with the School District

December 3, 2018**Work Session**

Budget

Kari Commerford – GCSAPP – Community Risk and Protective Factors

Consent Agenda

Tree City USA Application

Arbor Day Proclamation

New Business

Adoption of 2019 Budget

Present Results of 2018 Town Census

Block 76 Developer Contract with Bywater

MOU with CBFPD and CBSAR

Funding Agreement with the Chamber

December 17, 2018**Work Session**

Parking Management Plan

New Business

John Norton with Tourism Association

Future Items

- Quarterly Financial Reports
- Funding Agreement with the Chamber of Commerce – December
- Year-End – Retreat Update

- Year-End – Project Update
- Heights Open Space Plat Note and Covenants
- RLA for Dillon Wall
- ARTumn Discussion