

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, December 16, 2019
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.

5:00 WORK SESSION

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

6:30 BREAK FOR DINNER

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) December 2, 2019 Regular Town Council Meeting Minutes.

2) December 9, 2019 Special Town Council Meeting Minutes.

3) 2020 Services Agreement Between the Town of Crested Butte and the Crested Butte/Mt. Crested Butte Chamber of Commerce.

4) Resolution No. 29, Series 2019 - A Resolution of the Crested Butte Town Council Adopting Changes and Additions to the 2019 Budget and Appropriations Relative to the Affordable Housing and Enterprise Funds.

The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. The Mayor will ask if any citizen or council member wishes to have any specific item discussed. You may request that an item be removed from Consent Agenda at that time, prior to the Council's vote. Items removed from the Consent Agenda will be considered under New Business.

7:06 PUBLIC COMMENT

Citizens may make comments on item not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments may be limited to five minutes.

7:12 STAFF UPDATES

7:20 PUBLIC HEARING

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

7:30 2) Ordinance No. 41, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a One-Bedroom Apartment Located at 715 Elk Ave to Stephanie White.

7:35 3) Ordinance No. 42, Series 2019 - An Ordinance of the Crested Butte Town Council Approving a Loan from the Colorado Water Resources and Power Development Authority; and Authorizing the Execution of a Loan Agreement and a Governmental Agency Bond to Evidence Such Loan.

7:45 4) Continuation of Public Hearing for the Slate River Annexation.

8:00 OLD BUSINESS

1) Continuation of Discussion on the Community Compass.

8:15 NEW BUSINESS

1) Request from Craig Batchelor for the Town to Allow Trees to Remain in Block 3, Lot 1 in the Crested Butte Cemetery.

8:35 2) Resolution No. 25, Series 2019 - A Resolution of the Crested Butte Town Council Endorsing the Declaration of a Climate Emergency and Reaffirming Crested Butte's Commitment to Climate Action.

8:45 3) Ordinance No. 43, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Partial Release of the Town's Option to Repurchase

Townhouse Units Constructed on Block 76, Lots 1-6 and Block 77, Lot 10, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado.

8:55 4) Ordinance No. 44, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing a Potable Water Agreement for Lot 8, Trapper's Crossing at Crested Butte, Gunnison County, Colorado.

9:05 LEGAL MATTERS

9:10 COUNCIL REPORTS AND COMMITTEE UPDATES

9:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:30 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, January 6, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Tuesday, January 14, 2020 - 6:00PM Planning Commission Meeting

- *Tuesday*, January 21, 2020 - 6:00PM Work Session - 7:00PM Regular Council 2
- *Monday*, February 3, 2019 - 6:00PM Work Session - 7:00PM Regular Council

9:35 **ADJOURNMENT**



Suggestions for Success (and Avoiding the Risk of Liability) for Elected Officials

Sam Light, CIRSA General Counsel

Town of Crested Butte
CIRSA Training 12-16-19



Introduction

Speaker Bio

Sam Light is General Counsel for the Colorado Intergovernmental Risk Sharing Agency (CIRSA). Previously Mr. Light was a partner with the Denver law firm of Light | Kelly, P.C., specializing in municipal and other public entity law, insurance law and defense of public entities and elected officials. Sam is a frequent speaker on municipal law and has practiced in Colorado since 1993.

Introduction

Colorado Intergovernmental Risk Sharing Agency

- Public entity self-insurance pool for property, liability, and workers' compensation coverages.
- Formed by in 1982 by 18 municipalities pursuant to CML study committee recommendations.
- Not an insurance company, but an entity created by IGA of our members.
- Total membership today stands at 275 member municipalities & affiliated entities:
 - 272 are members of the PC pool
 - 144 are members of WC pool
- CIRSA views pre-claim assistance and proactive approaches as critical member services – is a win-win.

Introduction

Presentation Overview

- Suggestions for Good Governance – Best Practices.
- Are based on our years of observing the ways in which elected bodies and their members can get into or stay out of trouble from a liability standpoint.
- Presentation is a training resource only; is not intended as legal advice on any specific, pending issues.
- In case of any inconsistency between author's remarks and views of your Town Attorney...your Attorney's views prevail!

Suggestion One:

Recognize the Change in Roles

- Being a public official means your role has changed:
 - Citizen-official (government official 24/7!)
 - Outsider-insider
 - Critic-representative
 - Single-issue focus – broader policy focus

Suggestion One:

Recognize the Change in Roles

- When you took office, you took an oath to uphold constitution, laws and Town charter and ordinances. What does that oath embody?
- A commitment to respect the boundaries and allocations of responsibility set by law.
- A commitment to lawful conduct, including following laws that apply to how you do business, such as providing “due process” and following criteria in making decisions.
- A commitment to ethical practices.
- A commitment to professional courtesy and respect for one another’s divergent viewpoints and styles?

Suggestion One:

Recognize the Change in Roles

- Whatever your role may have been to the Town previously, you are now all elected leaders – guardians – stewards – of the Town.
- The protection of the Town's interests and assets is perhaps your most critical function now.
- The guiding principle in decision making should always be, “what is the right thing for the Town?”

Suggestion One:

Recognize the Change in Roles

- To be effective, and avoid liability risks, recognize:
 - You are now part of a collective decision-making body.
 - Each individual has a fraction of the power of the body, but that power can't be exercised alone. Under law, the power and authority belongs to the Council itself.
 - Success in your position can't happen without collaboration and consensus-building: Getting to being on the prevailing side.

Suggestion One:

The Role – Good Governance is Part of the Job

- As elected leaders, part of your oath and “job duties” is good leadership which, at root, is based both practically and legally on a few core concepts:
- Openness & Transparency (open meetings/records laws);
- Fundamental Fairness (due process);
- Predictability (following applicable laws & ordinances); and
- Mutuality of Respect.

Suggestion Two:

Avoid “outside the scope” and “willful and wanton” conduct

- You have protection from personal liability under the Colorado Governmental Immunity Act (GIA) if you are “within the scope of employment” and not acting “willfully and wantonly.”
- Concept of “scope of employment” applies to everyone - elected & appointed officials, employees, and authorized volunteers.
- Means everyone needs to know and respect their “job description.”
- Conduct that is “outside the scope” or “willful and wanton” can create liability and result in a loss of governmental immunity.

Suggestion Two:

Avoid “outside the scope” and “willful and wanton” conduct

- Can also result in loss of insurance coverage. Public official liability (POL) policies provide for your defense and pay judgments where required.
- For example, your CIRSA POL coverage applies to “wrongful acts” you are alleged to have committed, such as allegations of civil rights violations or improper activities concerning employment practices.
- But, these policies follow “course and scope” and “willful and wanton” concepts. That is, they extend coverage to elected and appointed officials “in their capacity as such” (or similar), providing coverage for officials while they performing their authorized duties for the city/town...and

Suggestion Two:

Avoid “outside the scope” and “willful and wanton” conduct

- Coverage is subject to certain coverage exclusions.
- Common POL coverage exclusions include where liability is based on willful & wanton conduct, fraud, ill-gotten gain, or criminal or malicious acts.
- Insurers must look to the allegations to assess coverage. If allegations are of willful and wanton or other bad conduct, the insurer may not cover, or cover under a reservation of rights.
- Public entity liability policies do not insure against punitive damages.

Suggestion Two:

Tips to avoid “outside the scope” and “willful and wanton” conduct

- Understand “job description” & stay within it.
- Before acting, particularly if you are thinking of acting individually, ask whether you have authority to act (and if you don’t, don’t do it).
- Recognize that elected officials act primarily as a BODY, and exercise responsibilities mainly by VOTING in a PUBLIC MEETING.
- If you are doing anything other than that ... make sure you are properly authorized.

Suggestion Two:

Tips to avoid “outside the scope” and “willful and wanton” conduct

- “We” ... not “I”!
- If you find yourself about to act in terms of “I” rather than “we” ...that’s a red flag.
- Be particularly cautious once your body has voted on a matter.
- If you feel there is a need to change a decision, use proper channels.
- Recognize some decisions cannot be undone without liability.

Suggestion Two:

Roles & Liability Risks

- Why is understanding & respecting the role—i.e., “role discipline”—a liability issue; some real-life examples:
 - An elected official directs or gets involved in a personnel decision entrusted to some other supervisor.
 - An elected official interferes with a routine item that is staff’s responsibility.
- Warning signs: “He/she/they did what?!” & “Can they do that?!”

Suggestion Two:

Roles & Liability Risk

At the annual Council retreat, Council directs staff to update the nuisance ordinance to expand the list of what constitutes a nuisance. There is an increasing problem with junk in front yards, but the ordinance is not clear on this point. Council member Smith has been getting lots of calls about the junk at the Hooper's house. Smith wants something done and confronts Mr. Hooper, telling him to clean up his mess or the Town will. Time drags on and Smith decides to tell a Town equipment operator to take a trailer and crew and remove the junk from Hooper's yard. When Hooper shows up at the Council meeting and starts yelling complaints, Smith makes a motion to have him removed from the meeting. That vote passes and he's escorted out. Problems? Individual problems?

Suggestion Three:

Protect the Town's Confidences

- Government is conducted in the open – but there are certain legitimately confidential matters, including:
 - Legal advice, litigation issues
 - Personnel matters
 - Issues being negotiated
- Make sure your systems for executive sessions and for identifying and protecting confidential information are well-established, understood and followed.

Suggestion Three:

Protect the Town's Confidences - Scenario

In executive session the Council develops a strategy for negotiating the purchase of a piece of park land. The confidential appraisal states a value range of \$475,000-525,000, and the Council consensus is that the Mayor and Town Manager should meet with the landowner and negotiate for a contract up to \$500,000. Council member Jones sees the landowner at the coffee shop the next day and, eager to get the deal moving, tells her the Town is willing to pay \$500,000 and may go higher as the appraiser thinks the property may be worth up to \$525,000. Problem?

Suggestion Four:

Honor Transparency

- Transparency is a basic expectation for public entities.
- Citizens take interest in the goings-on of the Town, how/when those goings-on are discussed, and the opportunities afforded to them to listen in on/participate in the discussion.
- A lack of transparency can cause massive trust and credibility issues, and potential claims/disputes over compliance.

Suggestion Four:

Honor Transparency – Colorado Open Meetings Law

- Open Meetings Law (OML) applies to all meetings of the governing body, boards, commissions, committees, etc.
- Applies to 3 or more or a quorum, whichever is less.
- Requires discussion/action on public business to take place at a meeting open to the public and, if action will be taken or a quorum will be present, there must also be timely notice given—agenda posted at least 24 hours in advance.
- The OML permits executive sessions only for limited and specified purposes and following specified procedures.

Suggestion Four:

Honor Transparency – Colorado Open Meetings Law

- How can you break faith with the OML? Let's count some ways...
 - Three or more Council members hold “meetings before/after/outside the meetings” to sort things out.
 - You hold executive sessions for purposes not listed in the OML, or your executive sessions veer “off topic.”
 - There is an “urgent” need to approve a contract that requires Council approval, but Council does not again for two weeks. The suggestion is made to “poll” each member by e-mail for their vote. Is that allowed?

Suggestion Four:

Honor Transparency – Colorado Open Meetings Law

- OML: If elected officials use e-mail to discuss pending legislation or other public business among themselves, then the e-mail shall be subject to the requirements of the OML. So,
 - Electronic communications may be covered by the OML.
 - E-mails may be covered by Open Records Act (next slide).
- The Open Meetings Law says the formation of public policy is public business and may not be conducted in secret. The intent is to allow for openness in the policy-making process. Electronic communication is a useful tool, but its use must be consistent with legal requirements and expectations for transparency.

Suggestion Four:

Honor Transparency – Colorado Open Records Act (CORA)

- CORA: “Public records includes the correspondence of elected official” except to the extent it is:
 - Work Product.
 - Not related to exercise of official functions and not involving the receipt or expenditure of public funds.
 - A confidential communication from constituent, that clearly implies by nature or content that constituent believes the correspondence is confidential for the purpose of requesting assistance or information related to a personal or private matter not publicly known to be affecting the constituent; or response from elected official regarding such a communication.
 - Otherwise subject to nondisclosure per CORA.

Suggestion Four:

Honor Transparency – Electronic Communications

- Per Colorado Supreme Court, ownership of the media is not dispositive (Denver Pub. Co. v. Arapahoe County, Colo. 2005); rather the outcome is content-driven.
- Takeaways:
 - E-mail discussions can be subject to OML.
 - E-mails are subject to CORA independent of meeting (OML) issues.
 - Be circumspect in use of e-mails and other forms of electronic communication in carrying out your Council duties: Assume they may be subject to scrutiny!
 - See Handout.

Suggestion Five:

Honor Due Process

- Sometimes you are “legislators” —making general rules that apply generally.
- But sometimes you decide specific “cases,” and for these “quasi-judicial” matters—for example, licensing and zoning decisions—you are essentially acting as judges and therefore must behave like judges.
- In this role you are required by law to provide “due process” and a failure to provide due process exposes you and the Town to liability.
- See Handout.

Suggestion Five:

Honor Due Process – Avoid Trouble as a Quasi-Judge

- Consider land use and other quasi-judicial matters only at the duly notice public hearing.
- Remain fair and unbiased; don't make up your mind before the hearing.
- Don't participate if you have a financial or other personal interest in the matter (code of ethics).
- Don't make your decision on the basis of irrelevant or non-existent criteria.
- Don't engage with one side or the other before a hearing (ex parte contacts).

Suggestion Five:

Honor Due Process – Avoid Trouble as a Quasi-Judge

- A critical duty of the quasi-judge is to avoid “ex-parte” contacts, meaning any “outside the hearing” discussion with an interested party about the subject matter of the hearing.
- A proceeding loaded with “ex-parte” contacts is a path to having your decision overturned and, as important, having the integrity of your process eroded.
- When we advise against ex-parte contacts, we are protecting your ability to participate, and your ultimate decision.
- An ex-parte contact can be problematic whether with the applicant, citizens, or in some instances, staff.

Suggestion Five:

Honor Due Process – Avoid Trouble as a Quasi-Judge

- Contrast – For your general legislative and policy making discussions and matters, it is okay: to lobby (and be lobbied) outside the meeting; to base your decision on your own personal policy perspectives, and to base your decision on information obtained from most any source.
- But, for a quasi-judicial matter, it is not. Rather, just like a judge presiding over a trial, because of constitutional due process requirements, you must make your decision based on the evidence presented to you at the hearing, and you must base your decision upon legal standards, and you may not engage with interested parties about the case outside the hearing.

Suggestion Five:

Honor Due Process – Deliberations Matter!

- Discussion of the evidence is critical; this is where:
 - The Council formulates the bases of its impending decision
 - The applicant & others gain an understanding of your position
 - Interested persons (and any reviewing judge) look to understand why you decided the matter as you did (and whether it comports with your criteria and the law)
- In view of good deliberations, come prepared to discuss the key evidence and criteria...and
- Deliberate – Talk Amongst Yourselves!

Suggestion Six:

Put Ethics First

- In Colorado, ethics scandals are rare – but happen from time to time.
- Ethical misjudgments greatly undermine public confidence in public bodies, and appearances of conflicts can be just as damaging as actual conflicts.
- Can result in personal criminal and civil liability.
- There is often a “personal benefit” exclusion from public officials liability coverage.

Suggestion Six:

Put Ethics First

- The theme that runs through codes of ethics is: It is not permissible to gain a personal benefit by virtue of holding public office.
- Main rule – Conflicts of Interest: Disclose, recuse, don't vote, and don't influence other members.
- Don't have a financial interest in Town contracts or purchases, and if you will have such interest follow all rules.
- Don't disclose or use any confidential information for personal benefit.
- Decline any gifts that seem to be connected to your service (and abide by gift rules).

Suggestion Six:

Put Ethics First - Scenarios

- A Council member owns a small business and wants an agreement (permission) from the Town Council to use a portion of the Town right-of-way for operation of his business. Conflict? What should the member do?
- Same situation but the business is owned solely by the Council member's spouse. Conflict?
- Same situation as first example but at the Council meeting there are only four Council members present and if the Council member recuses himself there won't be a quorum to decide on his request. What do we do?

Suggestion Six:

Put Ethics First - Scenarios

- The Council has a program to give small grants to community nonprofits. Council member Tony sits on the Board of Directors of the Foundation for Youth, which has a request in for a \$500 grant. Can he participate in the Council discussion and vote on whether to give his Foundation the grant?
- A landowner is asking Council to vacate a portion of right-of-way so he can make it part of his property. The owner wants to explain his request and offers to take two of you to dinner (and to pay for it). Ok to go?
- Last One (Whew! - Not Really an Ethics Question): You get a call at home from a citizen who is mad the police gave her a ticket for violating the nuisance ordinance by having overgrown weeds in her yard. She wants you to do something about it. What should you do?

Suggestion Seven:

Be Cautious in Administrative Matters

- Inappropriate involvement in administrative matters by members of the governing body, collectively or individually, can:
 - Undermine the structure of the body or organization.
 - Waste resources.
 - Be a backwards step in municipal government evolution
 - Increase the risk of liability for yourself.

Suggestion Seven:

Be Cautious in Administrative Matters

Remember Your Charter:

Section 6.5. - Relationship of Council to Town Manager.

Neither the Council, its members, the mayor, nor any Council committee shall dictate the appointment of any person to office by the Town Manager, except as otherwise provided in this Charter, or in any way interfere with the Town Manager or other Town officer, or prevent the manager from exercising his judgment in the appointment or employment of officers and employees. Except for the purpose of inquiry, the Council, its members, the mayor, and any Council committee shall deal with Town employees solely through the Town Manager and neither the Council, its members, the mayor, nor any Council committee shall give orders to any of the subordinates of the Town Manager.

Suggestion Seven:

Be Cautious in Administrative Matters

- Understand and observe these distinctions, particularly with respect to personnel matters.
- For example, the Council has an appropriate role:
 - Setting overall policy, including adopting the general personnel policies and procedures.
 - Selecting and supervising the Council's few "direct reports."
 - Determining budget and plan and classification plans.
- But...

Suggestion Seven:

Be Cautious in Administrative Matters

- Make sure your involvement in these “big picture” issues does not devolve into:
- Getting individually and improperly involved in the selection, evaluation, salary details, or disciplinary matters involving a specific individual who is not the Council’s direct report.
- Becoming an individual “HR Manager” --if folks are bypassing the chain of command, how do return to the proper chain?
- Similarly, avoid getting individually involved in permit or other administrative matters assigned to staff.

Suggestion Seven:

When dealing with staff – speak with one voice

- The Council is made up of individuals, each with different goals and priorities; however; it is not a group of seven bosses.
- Therefore, resolve to speak with one voice to your staff.
- There is but one Council and it should commit to act as one. It alone can—and should—carry the burden of sorting out and reconciling the goals and priorities of its members with the goal of establishing a singular set of goals, priorities and directions to staff.
- This can be done even if there are strong differences of opinion or a split vote.

Suggestion Eight:

Use Your Power Wisely and Humanely

- As a Council, commit to a “no surprises” approach with one another & staff; commit to avoiding “gotcha” moments.
- Use your staff as a resource to help you do well, and look good while doing it.
- Recognize that you are perceived as holding the most powerful positions in your local government:
 - Use courtesy, tact & diplomacy, particularly in public settings.
 - Recognize that certain liability risks—in particular civil rights claims—can be exacerbated by “bad facts” that suggest (or are perceived to be based upon) retaliatory or reactive conduct.

Suggestion Eight:

Use Your Power Wisely and Humanely

- Commit yourselves to functioning at a high level as a Council and as Council members – follow “best practices.”
- Commit always to “mutuality of respect,” no matter how difficult the circumstances.
- Commit to act as “we” and not as “I,” to lessen risks to you personally and to build strong relationships between the Council and staff.
- And, always keep in mind that you are the stewards of the Town’s best interests and assets.

Conclusion

And thank you for your public service!

And for the opportunity to present.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, December 2, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:10 p.m.

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

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Deputy Town Clerk Betty Warren

Finance Director Rob Zillioux, Parks and Recreation Director Janna Hansen, and Community Development Director Michael Yerman (for part of the meeting)

Schmidt reported on the preceding work session. Two items were discussed to include the Dispatch Services and the Plan for Community Compass. The discussion on Community Compass would be continued to Other Business for further discussion.

SWEARING IN OF MALLIKA MAGNER

Warren administered the oath of office to Magner. Magner signed the oath of office.

APPROVAL OF AGENDA

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

CONSENT AGENDA

- 1) November 18, 2019 Regular Town Council Meeting Minutes.**
- 2) Quarter 3 Financial Summary.**
- 3) Fat Bike Worlds Special Event Application and Special Event Liquor Permit for Usage of the Gravel Pit Starting January 23rd, 2020 through January 26th, 2020 and Closing Elk Avenue Between 2nd Street and 3rd Street on January 24th, 2020.**
- 4) Appointments to Boards and Committees.**
- 5) Approval of Fall 2019 Community Grants.**

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

PUBLIC COMMENT

None

STAFF UPDATES

- MacDonald approached the Council to schedule a half day facilitated retreat in January or February. Dujardin supported the facilitated retreat. Mitchell suggested a date in January would be best to allow more immediate cohesion within the group. There was discussion related to the number of issues for the Council to consider and work to complete.
- Schmidt asked if the elevator at Old Town Hall had been completed. MacDonald reported that they were working on the elevator today.
- There was a Special Meeting scheduled for Monday, December 9, 2019.
- The International Mountain Day Dinner was scheduled for Wednesday, December 11, 2019. It would be held in Mt. Crested Butte at Mountaineer Square. Attendees could skin up at 4:00 p.m., and the dinner would be from 5:00-7:00 p.m.
- Tuesday, January 14, 2020 was scheduled to meet as Planning Commission for the annexation review.
- The CIRSA two hour work session before the next Council meeting would cover issues on liability and roles and responsibilities related to serving on Town Council.
- Hansen, Director of Parks and Recreation, reported that the goal was to have the rink open by Monday, December 16, 2019.
- Dujardin reminded all that the public presentation of the Climate Action Plan would be on Wednesday, December 4, 2019, in the old Center for the Arts theatre, at 6:00 p.m.

PUBLIC HEARING

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

Schmidt read the title of the ordinance. He confirmed proper public notice had been given, and he opened the public hearing. No one from the public chose to comment. The public hearing was closed.

The Council had requested three changes to the lease reflected with highlighting on the staff report. Schmidt pointed out the final section related to the Center's agreement to conserve energy, use renewable energy sources, and minimize the use of natural gas and electricity. There was a discussion regarding lights in the atrium being left on 24 hours a day. MacDonald had not received comments from the Center. The two story atrium lighting was currently left on for safety and security purposes.

Magner wanted the lease to include language that would limit the hours lighting would be allowed. Sullivan indicated the verbiage in Section 10 addressed these issues. Magner asked if the language was sufficient to cover the 24 hour lighting issues in the atrium and requested stronger language. Sullivan explained that stronger language would require Council to specify hours. He reminded Council that this was a temporary behavior until the Center received its TCO.

Schmidt asked how Council would put together the hours of operation, determination of maximum lumens allowed, and a decision regarding the latest hour for illumination. MacDonald said that lighting specialists would be coming to evaluate and counsel. Mitchell suggested moving the issue to the December 16, 2019 meeting for further discussion.

Mitchell moved and Merrill seconded a motion to continue the public hearing for Ordinance No. 39, Series 2019 to the December 16, 2019 Town Council meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Ordinance No. 40, Series 2019 - An Ordinance of the Crested Butte Town Council Amending Chapter 4 of the Crested Butte Municipal Code to Include New Provisions Establishing a Tax On Cigarettes, Tobacco and Other Nicotine Products.

Schmidt read the title of the ordinance. He confirmed proper public notice had been given, and he opened the public hearing. No one from the public chose to comment. The public hearing was closed.

Zillioux confirmed that there were no changes. He reported that businesses were preparing their point of sale systems to be ready January 1, 2020, and the Town was preparing the tax collection system. Zillioux confirmed the 66% vote percentage on this issue. He spoke about some other municipalities voting this forward at similar rates in November to include Vail and Glenwood. Some entities were considering age concurrently with the tax. Crested Butte would keep discussions separate for now.

There was a significant push nationally to get rid of vaping products. The consensus was to wait to see what recommendations came out of the working group, mental health providers, and the school related to consideration of age limits.

Dujardin moved and Bradley seconded a motion to approve Ordinance No. 40, Series 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Ordinance No. 41, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a One-Bedroom Apartment Located at 715 Elk Ave to Stephanie White.

Schmidt read the title of the ordinance.

This was the first reading to lease the one-bedroom apartment at The Depot/715 Elk Avenue to Stephanie White. Zillioux indicated that White was amenable to the agreement to include:

- Rent would increase to \$600 per month.
- No caretaking responsibilities would be required.
- Rental term would be for 3 years.
- Either party to the agreement would be able to terminate the lease in writing with a 60 day notice.

Ninety days prior to the end of the lease, the property would go out to the employee lottery, and if no one wanted to lease, it would open to not-for-profit organizations. If there was no interest from those groups, the lease would renew for another 3 years.

Mitchell moved and Bradley seconded a motion to set Ordinance No. 41, Series 2019 for public hearing at the December 16th meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Ordinance No. 42, Series 2019 - An Ordinance of the Crested Butte Town Council Approving a Loan from the Colorado Water Resources and Power Development Authority; and Authorizing the Execution of a Loan Agreement and a Governmental Agency Bond to Evidence Such Loan.

Schmidt read the title of the ordinance.

Zillioux stated that the \$400,000 loan was a DOLA grant, and the loan of record here was for \$2,025,000. It was a 20 year loan at 2.5%. The loan would be executed in 2020.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 42, Series 2019 for public hearing at the December 16th meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Empty House Tax Discussion.

The Council discussed ramifications regarding implementation of a tax on residences that were not occupied by permanent residents. The revenue received would benefit affordable housing and climate change projects. Council members agreed that there should be outreach to a variety of groups in the community for their feedback. The issue would have to progress to the voters, possibly next November.

Oakland and Vancouver had implemented this type of tax. The thought was that a flat excise tax would be the most appropriate avenue to send to voters in Colorado.

Further discussion suggested that housing prices in Crested Butte were increasing, but income levels were stagnant. The prospect for local workers to purchase a home was disappearing.

There was a brief discussion about STRs. Steve Ryan, from Iron Horse Property Management, suggested that the STR tax did impact the interest related to renting in Town. He spoke about the issue that more people were renting at the mountain for less money.

Schmidt expressed concern about creating ill will with second homeowners who had contributed to the Town. There would probably not be a change in behavior or a rush to get permanent residents in homes, but the tax would raise money.

Magner spoke about continuing the conversation. Mitchell thought it was worth continuing the conversation and allowing voters to determine the outcome. There was the suggestion that more data and information should be gathered. The thought was to get groups from all sides of the issue together for feedback, that might include possible public work sessions, organized subcommittees, seeking input from property managers, homeowners, and HOAs.

The Empty House Tax Discussion was continued to the January 6, 2020 Town Council meeting.

LEGAL MATTERS

Sullivan spoke about the boater access easement. He had sent a draft to MacDonald and Yerman and did receive a draft back. He indicated that it still needed more work, so it had not been sent to the Cypress attorneys at this time.

MacDonald suggested that they were trying to get Staff to put rules on the behavior of people who were floating through. The Town could not control that, and people floating through may not be using the access at the boat ramp. Specific rules might be beyond the Town's capacity to control.

MacDonald would not advise the Town to get involved with regulation of floater behavior. The Town had done advisory notices in other cases. They made recommendations based on floater etiquette, etc., but they did not issue hard and fast rules for that 200 yard stretch of water.

Sullivan said this was very impractical. Town did not want to sign a document to regulate behavior for people who may not have left via the boat launch and then be in breach of the agreement.

Yerman and Nevins were working on preliminary plans to get in the mail for review agencies. MacDonald said that was the reason they were looking at the January 14, 2020 date and proceeding with the boater easement plan.

COUNCIL REPORTS AND COMMITTEE UPDATES

Mallika Magner

- None

Laura Mitchell

- Attended the Mountain Express meeting. The meeting was regarding the late night taxi. She had suggested that Mt. Crested Butte throw in some more money and have Mountain Express pay for the late night taxi. The Mountain Express Board requested more information and accountability.
- Chris Larsen would resign effective August of 2020.
- They were still working on the new building.
- There would be consideration of a sewer dump for busses.
- Attended Valley Housing Foundation meeting for Mallika. The Redden Parcel was discussed.
- Conversation had started related to working on building an adult home for special needs individuals, as there were just nursing facilities currently. The Valley Housing Foundation should be involved with and supportive of that initiative.

Mona Merrill

- Would attend her first Gunnison County Sustainable Tourism and Outdoor Recreation Committee meeting next Thursday.
- Had not received any responses from The Center for the Arts, but she would contact them.

Candice Bradley

- None

Will Dujardin

- Attended the Climate Subcommittee meeting in November with MacDonald and Yemma in Park City.
- They were moving along with the County Climate Conference.
- There would be a speaker on Monday, January 13, 2020, at The Center for the Arts who would address the state of the issue.
- Friday, January 17, 2020 would be the second part of this discussion at Western Colorado University. He encouraged all to attend. The event would include speakers in the morning, panel discussions, and break-out groups to discuss local scenarios
- Attended Growing Water Smart and discussed the need to present on water related to climate change. Sonja Chavez, the new District Manager for the Upper Gunnison River Water Conservancy, would present on effects the Gunnison Valley was already seeing.
- Attended the Upper Gunnison River Water Conservancy meeting which was primarily about the budget. The manager's report also talked about being in

extreme drought again. Many of the reservoirs that were full were now back to 60-70%. There was a push to get water projects happening.

- Went to the CFTA thank you party for Town and contractors. It was a nice event and was a great space with excellent sound quality.
- Went to the CBMR Community Kick-off Party.

Jim Schmidt

- Schmidt and MacDonald went to the GCEA presentation at the Museum. It was an interesting and well attended presentation with approximately 50 attendees. There were questions about the relationship with Tri State and their past with favoring coal. GCEA reported that they had turned the corner with Tri State. Tri State was under new leadership with a new president and board members who looked at things differently. They had lost some coops and did not want to see United Power drop out. It was a very positive presentation. The Climate Action Plan was also discussed.
- Attended the School focus group. They had a discussion on branding.
- Attended the Housing meeting.
- Reiterated that the CFTA party was very nice, and the sound system was excellent.
- Went to the Crested Butte Mountain Resort Kick-off event with Mitchell, Dujardin, and MacDonald.
- Thanked Jessie and Shea Earley for the Town lunch before Thanksgiving. It was very nice.
- Spoke about the Town holiday party scheduled for this Thursday night, December 5th. It would be held at Bonez beginning at 6:00 p.m.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Council revisited the previous discussion on Community Compass. They agreed to place this issue on the January 6, 2020 Town Council meeting agenda.

Magner had questions about the Council meeting schedule for December 16, 2019. They were meeting at 5:00 p.m. for CIRSA. She requested a reduction of the working list of agenda items.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, December 9, 2019 - 6:00PM Special Meeting
- Monday, December 16, 2019 - 5:00PM Work Session - 7:00PM Regular Council
- Monday, January 6, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, January 21, 2020 - 6:00PM Work Session - 7:00PM Regular Council

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 9:15 PM.

James A. Schmidt, Mayor

Betty Warren, Deputy Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Special Town Council Meeting
Monday, December 9, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 6:00PM.

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

Staff Present: Town Manager Dara MacDonald, Community Development Director Michael Yerman, and Town Clerk Lynelle Stanford

Schmidt expressed sadness about the loss of John Biro.

APPROVAL OF AGENDA

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

NEW BUSINESS

1) Discussion and Possible Decision on Whether to Proceed with a Joint Application with the Town and the Gunnison Housing Fund for a Five-Unit Mobile Home Park Located at 114 Butte Avenue for an Affordable Housing Rental Project.

Yerman identified the intent of the meeting was for input from the public. He reviewed the five-year goals for Town’s affordable housing, one of which in part was that 75% of the Town’s residential units were occupied. Yerman showed a slide outlining the purpose of the meeting. He explained the requirements of the M District. Mobile home parks would be a permitted use in the M District. Yerman identified who would occupy the project.

Darin Higgins, Executive Director of the Valley Housing Fund, introduced himself. He explained the purpose of the Housing Fund. The Housing Fund would be the owner of the project. He reviewed funding behind the project. Higgins presented the six-unit project proposal. They were not asking for any breaks on the zoning. Higgins enumerated rental pricing. He confirmed they were working with three trailer park lots. Next, Higgins showed a slide with information on the five-unit proposal; however, he hoped the six-unit model would be acceptable in the community.

Higgins presented a slide depicting an image of a unit. Responding to the public, Higgins stated there would not be vehicle access off the alley. Yerman explained the plan for parking. A member of the public voiced concern about the space for parking. The discussion became focused on the two parking spaces per unit requirement. Yerman

stressed there was not a variance to waive parking in the Code. Higgins stated they would not deed restrict the property, responsive to a question on the project's effect on property values.

Schmidt recognized that storage units would be needed. Yerman said the biggest issue was the width of the units. The storage would probably be attached. Higgins thought there could be storage on the ends of the units and under the units.

Secondly, Schmidt questioned whether certain trees would be saved and where would additional landscaping trees go. Higgins said they would try not to remove trees. Bob Gillie clarified the BOZAR process related to trees.

Magner wondered what occurred with the noticing. Yerman outlined noticing that was completed, and he called the meeting over noticed. He reviewed the timeline for the purchase of the property. Higgins expounded upon the pricing for rent related to AMI. Yerman said each entity that contributed \$100K would get a 20-year lease option. He identified project cost and Higgins elaborated. Magner was trying to get at issues heard from the current residents. Michael Greene, from 16 Ruth's Road, was concerned about parking. Higgins said the Housing Fund could re-evaluate lease agreements. Mitchell heard heartburn on the parking. Higgins affirmed they were not asking for any parking exceptions.

Schmidt asked if this property could be sold as three separate lots, which it could. Haver questioned how the units would be protected into perpetuity. Yerman explained the structure of the deal. Higgins clarified the point behind not deed restricting. Haver expected a good, solid snow removal budget for the project. He questioned dimensions. Yerman reported on the process relevant to a free market developer. He acknowledged the process would not include public input. Schmidt summarized the Housing Fund's investment would be about \$1M. He questioned why this project. Higgins outlined the reasons for the project, including that they could be directly involved in providing six units.

Skip Berkshire - 29 Butte Avenue

- He stated the project was a good idea.
- This proposal provided 3,000 square feet of parking that would be managed.
- This deal had an arrangement between the Town and the Housing Foundation that would be managed to success.
- It was an opportunity to demonstrate how to solve problems.

Robin Cash - 120 Teocalli Avenue

- She thought the project was a great idea.
- Her question was regarding ADA accessibility. Higgins said accessibility would significantly increase the cost.

Susan Kearns - 201 Gothic Avenue

- She believed in universal design.

- No one planned on getting sick or old.
- She hoped they could do better, so people could age in place.

Jane Martindell - 120 Teocalli Avenue

- She was with Skip about having management help.
- She was concerned that half of the spaces were already committed to people.
- She wondered how open the process would be.
- She hoped dogs would be allowed.
- She questioned who had access to the units. Higgins saw the process being similar to what was at Anthracite Place, and it would be like any other rental property.

Larry Neilson - Corner of 1st and Teocalli

- He felt it was being crammed down their throats.
- He suggested they take more time to eliminate problems before they began.

Roland Mason - 501 5th Street

- He lived in the Bonnie Kate condominiums with similar parking, with one car in front of the other one.
- There were some advantages to having the parking lot be one big open area.
- They had been efficient with their parking.
- He asked if there would be potential for short-term rentals.
- The Housing Authority was used to managing. He asked how the management would work. Higgins explained the concept he envisioned.
- Managing correctly could really be a benefit for the community.

Clifton Garland - 113 Teocalli Avenue

- He cited issues with snow between trailers.
- He said people would die with trailers that close, with three or four feet of snow.
- He would love to see the trees saved, but he thought none of them could be saved.

Cath Sherrer - 119 Teocalli Avenue

- She thought it was a beautiful idea.
- It was simple, affordable and could be easily implemented.
- She said to go for it.

Jack Huckins - Ruth's Road

- It was a great thing. The six-unit proposal would be better than anything on the free market.
- He suggested a compromise to include a two-bedroom unit.

Kent Cowherd - 901 Teocalli Avenue

- It would be appropriate to delay the decision with the notice question.
- He supported the project.
- He thought the parking requirement might be too onerous.

Patrick O'Neill - 18 Ruth's Road

- Pauly would want six plow drivers in the units.
- There was a great opportunity if it was done well and correctly.
- They had good neighbor rules and regulations in their neighborhood.
- If people could not agree to lease terms, they did not get to play.
- There were some details to be worked out.
- He felt it was a preliminary meeting.

Higgins said the meeting was by no means an approval of a site plan. They were looking at whether they could move forward. Yerman acknowledged they would have to start spending money. BOZAR would review the land use application. Yerman said the funds would be coming from the Affordable Housing Fund. Huckins asked Higgins to comment on his idea of a two-bedroom unit. Higgins recognized the Town was way ahead of other towns in for sale affordable housing units.

Mark Robbins - 108 Butte Avenue

- It seemed like a no-brainer.
- The same problems would exist if it went to the free market.
- He asked about the timeline. Jim Starr answered his question and Yerman elaborated.

Robin Cash

- She asked what more the Council needed to hear to make a decision.

Patrick O'Neill

- The Redden family was excited that the place could be used for a project such as this one.
- There was an opportunity for a partnership.
- It was exciting if it was done well.

Bob Gillie - 28 Butte Avenue

- He watched the neighborhood change over the years. He felt he lived amongst short-term rentals.
- If the Town had an opportunity to create local workforce housing within the existing neighborhoods, work out the details.

Clifton Garland

- People were unanimous on creating affordable housing.
- He wanted affordable housing that worked.
- Make things as right as possible.

Higgins stated the math had to work out in breaking even. The Fund wanted to be a neighbor, not a developer.

Yerman wanted to hear from the Council if there was an appetite to proceed. He outlined the things he heard, including that a clear management plan would be required through the BOZAR process. Haver confirmed they were not asking for special accommodations. Dujardin thought it was an easy decision to move forward with the partnership. Magner agreed the management plan could be really helpful. She would like to see two parking spots per unit and storage. She thought it was a great idea. Yerman recommended the financial decision come back in front of the Council on January 6th. Schmidt questioned what number of units would trip ADA requirements. The answer was that it was not a public project. He added that first right of refusal needed to be included. Schmidt liked Huckin's idea of a two bedroom unit. Schmidt was concerned about the space between units, and he liked the five-unit plan better. He thought the storage was important. No one on the Council voiced disagreement with proceeding with the project.

Dujardin moved and Bradley seconded a motion to proceed with a joint application with the Town and the Valley Housing Fund for a six-unit mobile home park located at 114 Butte Avenue for an affordable housing rental project. A roll call vote was taken with all voting, "Yes," except Schmidt voted, "No." **Motion passed.**

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 8:19PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

December 16, 2019

To: Mayor and Town Council

From: Rob Zillioux

Subject: 2020 Services Agreement between the Town of Crested Butte and the Crested Butte / Mt Crested Butte Chamber of Commerce

Summary: Section 6-2-50 of the Crested Butte Municipal Code provides for the use of the proceeds from the Town's Business Occupation Licensing Tax (BOLT), less 25%, for marketing and promotion of the Town's businesses and for payment of expenses related to the promotion and marketing of events beneficial to the business community.

The Chamber of Commerce receives said BOLT funds from the Town, for the purpose of marketing Town's businesses and also operating the Visitor Center. The amount of BOLT proceeds provided to the Chamber has been roughly \$50,000 per year.

Previous Council Action: This arrangement has been in place for years, and Council has annually approved.

Financial Implications: Town will provide the Chamber +/- \$50,000 during 2020 to promote local business, local events and maintain the Visitor Center. This marketing and promotion is a key engine for local (tourist based) sales tax revenue generation.

Recommendation: Staff recommends proceeding with the attached Service Agreement for the period January 1, 2020 to December 31, 2020.

Proposed Motion: As part of Consent Agenda, a Councilmember make a motion followed by a second to approve and execute the Service Agreement between the Town of Crested Butte and the Crested Butte / Mt. Crested Butte Chamber of Commerce for the period January 1, 2020 to December 31, 2020.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) is made and entered into this December 2019, with an effective date of January 1, 2020 (“**Effective Date**”), by and between the **TOWN OF CRESTED BUTTE** (the “**Town**”), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and the **CRESTED BUTTE / MT. CRESTED BUTTE CHAMBER OF COMMERCE** (the “**Chamber**”), a Colorado non-profit corporation with an address of P.O. Box 1288, Crested Butte, Colorado 81224.

RECITALS:

A. Section 6-2-50 of the Crested Butte Municipal Code (the “**Code**”) provides for the use of the proceeds from the Town’s Business Occupation Licensing Tax, less twenty five percent (25%) thereof (the “BOLT” proceeds) for marketing and promotion of the Town’s principal industry, tourism, and for payment of expenses related to the promotion and marketing of events beneficial to the business community.

B. The Chamber desires to receive from the Town, and the Town desires to deliver to the Chamber, a portion of the BOLT proceeds in order for the Chamber to operate that certain going concern known as the “Visitor Center.”

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 PURPOSE

The Town desires to promote awareness of tourist related attractions located within the Town through the Visitor Center, with the Visitor Center providing tourist and general information services, and the Town desires to support events that are beneficial to the business community. The Chamber will provide Visitor Center and information services which enhance the local tourism industry and tourist related attractions located within Gunnison County, and to conduct events which are beneficial to the business community.

SECTION 2 SCOPE OF PERFORMANCE

2.1 **Visitor Center Services.** The Chamber shall provide adequate personnel to operate the Visitor Center seven (7) days per week 365 days a year, with the exceptions of Tuesdays-Thursdays in the off-seasons at the discretion of the Chamber (see Visitor Center Policy). Operating hours will be 9-5 pm with reasonable flexibility to manage the hours of operation to best accommodate the tourists. Council will be notified of any changes in the scheduled hours. The Chamber shall be responsible for the payment of all costs and expenses whatsoever, of all Visitor Center facilities. The Chamber may not engage in any conspicuous

display of advocacy in public areas of the Visitor Center. The Chamber shall, through the Visitor Center, coordinate the tasks required to provide the following services for tourists and visitors to the Crested Butte area, in consideration for BOLT funds received from the Town.

2.1.1 Maintain adequate supplies of State and local information, brochures and local and regional maps.

2.1.2 Promote tourist travel and distribute such documents related thereto to facilitate their best use.

2.1.3 Encourage tourist travel to points and places of Crested Butte-wide interest, promote climate and recreational advantages, and provide such other information that, in the opinion of the Visitor Center staff, tends to attract and serve visitors to Crested Butte.

2.1.4 Stimulate and encourage local and State government agencies and private persons and enterprises to participate and cooperate in the promotion of tourism and tourism development in the community.

2.1.5 Maintain and advertise a telephone line for a Visitor Center toll-free number.

2.1.6 Maintain a link to the community calendar of cultural, historic and recreational events designed to draw visits and return visits throughout the year and make such information available through the Chamber's official website.

2.1.7 Provide appropriate information to returning visitors and newcomers, without regard to Chamber membership. The Visitor Center staff shall respond within a reasonable time to inquiries, provide area information to visitors, make available an inventory of up-to-date brochures, literature and miscellaneous information and work in the best interest of area tourism. Chamber membership benefits include the opportunity to display brochures; non-members who have paid BOLT shall have the opportunity to display business cards only.

2.1.8 Provide and train an adequate number of personnel to staff the Visitor Center in accordance with hours of operation. The type and number of personnel shall be at the reasonable discretion of the Chamber.

2.1.9 Maintain records of walk-ins, mail, email and phone requests in a form which will provide informative data.

2.1.10 Make available information outside of the Visitor Center building and/or in the vestibule after Visitor Center hours.

2.2 **Promotion and Marketing of Events Beneficial to the Business Community.**

The Chamber shall manage the tasks required to provide the following events and event resources in consideration for the Town providing the BOLT proceeds to the Chamber:

2.2.1 Host the Memorial Day and Labor Day weekend sidewalk sales; events of Crested Butte Bike Week and Fat Bike World Championships that are to be held in the Town of Crested Butte; 4th of July Parade and related festivities that are held in the Town of Crested Butte; December Holiday Light-Up Night; and January 12th Night Bonfire Celebration.

2.2.2 Meet, as requested, with the coordinators of all major Town events to review opportunities for collaboration between the event and the business community.

2.2.3 Act as a resource for planners of new events in order to assist the same in developing positive working relationships with the business community.

2.2.4 Strive to implement recycling and / or zero waste for all Chamber events.

2.2.5 The Chamber shall also endeavor to identify and develop in conjunction with appropriate persons' potential new events that would enhance the reputation and attractiveness of the Crested Butte / Mt. Crested Butte area as a visitor and tourist destination.

2.3 **Cash Position**. The Chamber shall provide copies of bank statements, reconciliations and financials to the Town upon request.

2.4 **BOLT Proceeds Separate**. The Chamber shall keep all funds received from BOLT proceeds in a separate bank account from other Chamber funds.

2.5 **Requests for BOLT Funding**. The Chamber shall provide a formal written request to the Town on or before October 1 (change to December 1), to be considered for BOLT funding for the next fiscal year. Said request shall include a year-to-date budget through September 15 and a summary of the projects and events which are anticipated to take place during the said fiscal year to promote the marketing of and enhance the business activities within the Town.

SECTION 3 **TERM; TERMINATION**

3.1 **Term**. From the Effective Date through December 31, 2020 (the "**Term**").

3.2 **Termination**. In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 60 days from the receipt of the notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within 60 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

SECTION 4 **NOTICES**

Whenever notice or demand may be given by either party to the other party, such notice or demand shall be given by mail, postage pre-paid, addressed to the Executive Director of the Chamber and the Town Manager for the Town at the addresses first set forth above.

SECTION 5 **BOLT PROCEEDS; VISITOR CENTER LEASE**

5.1 BOLT Proceeds.

5.1.1 Provided that the Chamber is not otherwise in breach of any term or condition of this Agreement, and provided further that the Town has not otherwise terminated this Agreement, the Town shall pay the Chamber the BOLT proceeds for the period of January 1, 2020 through December 31, 2020; provided that such BOLT proceeds shall be used strictly for the purpose of performing the services set forth in Section 2.1 and 2.2 hereinabove. Such BOLT proceeds shall be provided to the Chamber, if at all, on January, April, July and October 15th. The October payment may be modified by the Town to reflect the balance remaining in the BOLT proceeds.

5.1.2 From time-to-time, the Visitor Center line of business may lend funds to the Chamber line or Event line of business, and vice versa, to close gaps in short-term cash flows. Such loans shall be sufficiently recorded and evidenced in the books, records and accounts of both lines of business when made and when repaid. Outstanding loans from BOLT proceeds to the Chamber line or Event line of business will be repaid before the end of the Chamber's fiscal year.

5.1.3 The Chamber shall keep or cause to be kept true, accurate, and complete records of all business and financial transactions relating to the aforementioned functions and shall make such records available to the Town upon reasonable request thereof and without expense. The Chamber agrees that the Town shall have the right through its duly authorized employees, agents or representatives to examine all pertinent records at any and all reasonable times upon reasonable notice for the purpose of determining compliance with the terms of this Agreement.

5.2 **Visitor Center Lease.** The Town shall provide for the Chamber use of the Visitor Center building located at 601 Elk Avenue, Crested Butte, Colorado 81224, pursuant to the terms of a certain commercial lease agreement ("**Lease Agreement**"), dated May 22, 1995, and entered into between the Chamber and the Town.

SECTION 6 **REMEDIES**

Upon an uncured breach of any terms of this Agreement or the Lease Agreement, the Town shall have one or more of the following remedies (1) recover damages due to the breach by the Chamber including expenses, attorneys' fees and costs; (2) terminate this Agreement and/or the Lease; and/or (3) receive a refund of any unearned amounts paid the Chamber under this Agreement. The remedies set forth in this Section shall survive the expiration and any

earlier termination of this Agreement. In addition to the foregoing, the Town reserves all rights to pursue and rights at law and in equity.

SECTION 7 **INDEMNIFICATION**

The Chamber shall defend, indemnify and hold harmless the Town, its elected, officers, employees, agents, attorneys and contractors from and against any and all claims, suits, liabilities, costs, expenses, attorneys' fees or damages (collectively "**Claims**") on account of any acts or omissions of the Chamber, or any of its contractors, subcontractors, suppliers, directors, officers, agents, employees, invitees, guests or servants. The indemnification obligations set forth in this Section shall survive the expiration and any earlier termination of this Agreement.

SECTION 8 **REPORTING**

8.1 Within forty-five (45) days of the end of the second quarter, the Chamber shall file with the Town an electronic copy of the following information for the reporting period:

8.1.1 Visitor Center Statistical Report: The report shall contain the number of contacts by types of inquiry and the method of communication (i.e., walk-in, call-in, mail-in, etc.) including visitor demographics (i.e., where visitors are from and why they are visiting). The report shall also include information concerning any specific activities of interest relating to the Visitor Center operation such as new programs, planned activities or events, or other such information that are tourist related.

8.1.2 Business Support Activity Report: The report shall contain a breakdown of all activity related to activities supporting and promoting events beneficial to the business community.

8.1.3 Financial Report: The report shall contain financial information reflecting the complete financial status of the Chamber and the Visitor Center. Such report shall include balance sheets and profit and loss reports for the overall operation, membership line of business and the Visitor Center/events line of business, in form and presentation as is reasonably acceptable to the Town.

8.1.4 Event Report: For each event held in the Town of Crested Butte, the Chamber shall submit a report which summarizes the event, including participants and participant demographics, sponsors, and visitors. In addition, the Chamber shall report on any significant problems during the event, suggestions for rectifying any problems and any possible improvements or changes to future occurrences of this event. As a part of this reporting requirement, the Chamber shall conduct a post-event meeting and shall inform the Town of the time and place of such meeting. For any event that requires permitting form the Town, the Chamber and the Town shall determine any parties required to be part of post-event meetings.

8.1.4 A Chamber membership status report, including the attrition rate and outstanding renewals.

8.2 Final Report: Within forty-five (45) days of the termination of this Agreement, the Chamber shall provide a final report which shall include a complete summary of the reports required above.

SECTION 9 **REPRESENTATIONS; WARRANTIES**

9.1 The Chamber represents and warrants that it is duly qualified to do business and is in good standing with the State of Colorado.

9.2 The Chamber has the full power and authority to execute, deliver and perform its obligations under this Agreement.

9.3 The Chamber represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations or orders issued by any public or governmental agency, body or authority, whether Federal, State, local or otherwise, and has obtained all applicable permits and licenses required in connection with its obligations under this Agreement.

The foregoing warranties and representations set forth in this Section shall survive the expiration or termination of this Agreement.

SECTION 10 **RELATIONSHIP**

The Chamber and any of its contractors, subcontractors, suppliers, directors, officers, agents and employees shall be an independent contractor, and not an employee of Town, within the meaning of all Federal, State and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The Town shall not be liable for employment or withholding taxes respecting the Chamber or any employee of Chamber. **THE CHAMBER IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT. THE CHAMBER IS REQUIRED TO PROVIDE WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE BENEFITS FOR ITS EMPLOYEES AND/OR SUBCONTRACTORS. THE CHAMBER IS SOLELY LIABLE FOR ANY FEDERAL AND STATE INCOME AND WITHHOLDING TAXES, UNEMPLOYMENT TAXES, FICA TAXES AND WORKERS' COMPENSATION PAYMENTS AND PREMIUMS APPLICABLE TO THIS AGREEMENT OR ANY WORK PROVIDED. THE CHAMBER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN FOR ANY LIABILITY RESULTING FROM NONPAYMENT OF SUCH TAXES AND SUMS.**

SECTION 11 **ASSIGNMENT**

The Chamber may not, without the Town's prior written approval, which such approval may be withheld in the Town's sole and absolute discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber all or any portion of its interests, rights or obligations in this Agreement.

SECTION 12 **IMMIGRATION COMPLIANCE**

The Chamber certifies that it has complied, and during the term of this Agreement will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of the Chamber on this Agreement: (1) certifies that the Chamber and none of its contractors, subcontractors, suppliers, directors, officers, agents and employees are not natural persons unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in C.R.S. § 8-17.5-101 et seq. and the Chamber utilizes subcontractors or employees in the Chamber's business. The Chamber shall not:

- (a) knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- (b) enter into a contract with a subcontractor that fails to certify to the Chamber that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Chamber has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program (as defined in C.R.S. § 8-17.5-101 et seq.). The Chamber may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Chamber obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Chamber shall:

- (i) notify the subcontractor and the Town within three (3) days that the Chamber has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Chamber shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Chamber shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. The Chamber acknowledges that in the event that the Chamber violates any of the

provisions of the foregoing the Town may terminate this Agreement for breach of contract. No notice need be given of said termination. If this Agreement is so terminated, the Chamber shall be liable for actual and consequential damages to the Town.

SECTION 13 **NON-DISCRIMINATION**

The Chamber expressly agrees not to discriminate against any employee, applicant for employment or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status or disability. The Chamber shall comply with all applicable local, State and federal laws with regard to equal employment opportunity.

SECTION 14 **MISCELLANEOUS**

14.1 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

14.2 **Waiver.** No waiver by any party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement. No waiver of any term, covenant or condition of this Agreement shall be valid unless affirmed in writing.

14.3 **Severability.** If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.4 **Survival.** All covenants, conditions, representations, warranties, rights, remedies and agreements contained in this Agreement of an ongoing and continuing nature shall survive the expiration or earlier termination of this Agreement. Any provisions that are expressly stated to survive the expiration or termination of this Agreement shall be enforced accordingly.

14.5 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to choice of law rules. Litigation respecting this Agreement shall only be brought in the applicable state courts of Gunnison County, State of Colorado.

14.6 **Entire Agreement; Amendment.** This Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered in this Agreement. This Agreement may only be amended by an agreement in writing signed by each party hereto.

14.7 **Counterparts; Photocopy.** This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same agreement. Photocopies shall be deemed to be originals for purposes of enforcement of the terms hereof.

14.8 **Construction.** Each of the parties hereto agrees that this Agreement represents an arms' length transaction and is the product of negotiations between sophisticated parties and individuals, all of whom were represented by legal counsel, and each of whom had an opportunity to participate in, and did participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party, hereto, but rather shall be given a fair and reasonable construction without regard to the rule of *contra proferentum*.

14.9 **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement is for the benefit of the parties hereto and is not entered into for the benefit of, and shall not be construed to confer any benefit upon, any other person.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective as of the Effective Date.

TOWN:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A Schmidt, Mayor

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

CHAMBER:

CRESTED BUTTE / MT. CRESTED BUTTE
CHAMBER OF COMMERCE,
a Colorado non-profit corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)



Staff Report

December 16, 2019

To: Mayor and Town Council
From: Rob Zillioux, Finance Director
Subject: 2019 Budget Amendment

Summary: The Town Council, pursuant to Resolution No. 26, Series 2018 adopted the 2019 budget and projected expenditures. During the year, Town Council determined to self-finance construction of the Water Plant Upgrade, and then take associated and approved Colorado Water Resources and Power Development Authority loan proceeds in 2020. Self-financing of the WTP upgrade was necessary during 2019 to stay within TABOR guidelines. Additionally, Town budgeted an assumed DOLA grant of \$800,000 for the WTP upgrade. This DOLA grant was approved at \$405,000 after adoption of the budget. As a result of self-funding and use of reserves for the construction cost, the Enterprise Fund budget must be amended.

In addition, Town Council approved \$262,000 for sprinkler systems for the Paradise Park affordable housing project. This expense was not included in the approved 2019 budget. This sprinkler expense was offset by some other expenses being less than budgeted. However, the net is an increase to the approved budget. As a result, the Affordable Housing Fund budget must be amended.

Recommendation: Staff recommends approving Resolution No. 29 Series 2019 to amend the 2019 Enterprise Fund revenue budget from \$4,416,072 to \$2,796,072. Additionally, Staff recommends approving amendment of the Affordable Housing Fund expense budget from \$2,308,499 to \$2,346,275.

Proposed Motion: A Council member should make a motion to approve Resolution No. 29, Series 2019 to amend Resolution No 26, Series 2018 by changing the Enterprise Fund budgeted revenue amount from \$4,416,072 to \$2,796,072. And, to change the Affordable Housing Fund expense budget from \$2,308,499 to \$2,346,275.

**RESOLUTION NO. 29
SERIES 2019**

**A RESOLUTION OF THE CRESTED BUTTE TOWN
COUNCIL ADOPTING CHANGES AND ADDITIONS
TO THE 2019 BUDGET AND APPROPRIATIONS
RELATIVE TO THE AFFORDABLE HOUSING AND
ENTERPRISE FUNDS**

WHEREAS, the Town Council, pursuant to Resolution No 26, Series 2018, adopted the budget and projected expenditures for the Town for 2019, and

WHEREAS, the expenditures for the Affordable Housing Fund for the fiscal year 2019, January 1 through December 31, are more than budgeted and appropriated, and revenue for the Enterprise Fund was less than budgeted, and

WHEREAS, the increase and contingencies could not have been reasonably foreseen at the time of adoption of Resolution No 26, Series 2018, and

WHEREAS, the revenues to pay the increased Affordable Housing Fund expenditures are available in the same fund from unappropriated funds and surpluses, and reserves were utilized to pay certain Enterprise Fund expenses from same fund reserves, and

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

The appropriation for expenditures from the following fund is increased as set forth below:

1. Affordable Housing Fund from \$2,308,499 to \$2,346,275.

The revenue associated from the following fund is decreased as set forth below:

1. Enterprise Fund from \$4,416,072 to \$2,796,072.

INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS SIXTEENTH DAY OF DECEMBER, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: December 16, 2019

Town Manager

- 1) Mayors & Managers meeting 12.05.19 – See attached notes for updates from the various entities attending the Mayors & Managers meeting.
- 2) N. Valley housing discussion – Representatives from Crested Butte, Mt. Crested Butte, CBMR, Gunnison County, Gunnison Valley Regional Housing Authority and the North Village development team met on 12.13.19 to discuss the updated housing needs in the valley and possible timeline for moving forward with affordable housing developments. The meeting packet is attached. There was a lot of productive conversation about collaboration for the success of the north valley as a whole. The group will reconvene on January 9th to continue the dialogue. Important upcoming dates:
 - Tuesday, January 7th – Mt. Crested Butte Council will meet with the North Village development team and discuss project scope and how they may move forward together to master plan the two properties.
 - Tuesday, January 21st – Crested Butte Town Council work session to discuss the Town's 5-year affordable housing plan

Public Works

- 1) Old Town Hall elevator project - Project is complete and the elevator is operational. The project has received a TCO from the building department and is awaiting a CO, pending the installation of signage that is ADA compliant for the vision impaired.
- 2) Pedestrian Bridge - Pedestrian Bridge structure is installed. Staff is awaiting the fabrication of metal plaques with the Town logo. Temporary panels have been installed while we await the completion of the plaques. Staff will also be completing some brick work and metal work around the transitional areas between the pedestrian bridge and the Elk Ave bridge next spring.
- 3) Water Treatment Plant - A final completion walk through is scheduled for December 17th. A final completion notice is expected to be issued by the end of the week of December 16th.
- 4) Wastewater Treatment Plant Lift Stations - Brownhill has been contracted to install SCADA (supervisory control and data acquisition) to all of the lift stations in Town. Completion of the

project is expected the last week of December. This project will enable WWTP staff to communicate and control the Town's lift stations remotely.

Marshals

- 1) On December 4th James Beda was promoted to Deputy Marshal IV which is consistent with a Corporal's position on other departments. This junior supervisor position entrusts him with an additional degree of autonomy in decision making and the responsibility to provide direction to junior officers.
- 2) On December 11th Ryan Dawes completed the Intoxilyzer 9000 certification course which will assist him in making strong DUI cases.
- 3) When winter finally arrived, so did the need to enforce winter parking laws to help Public Works get the roads cleared. Only 6 or 8 tows have occurred each tow night with Town less busy. We will continue to provide social media notification, education and warnings where appropriate but, as winter sets in and more uninformed drivers attempt to park, if we can all help get ourselves and our guests parked on the right side to avoid tickets and tows that would be much appreciated.

Parks & Rec

- 1) Session 1 winter programs are over and youth programming including gymnastics, basketball, and ice skating will begin the week of January 6th. Adult basketball, volleyball, pickleball, and Tai Chi are ongoing throughout the winter. Adult dodgeball starts January 9th.
- 2) Attached is the Met Rec's Strategic Recreation Needs Assessment Summary of Results from the public and stakeholder surveys that were conducted earlier this year.
- 3) Attached is the Gunnison County Weed Management Program's 2019 annual report.
- 4) Big Mine Ice Arena will open this week. Schedules can be found at www.crestedbutterec.com or on the Rink Hotline at 349-0974.

Community Development

- 1) Electric Vehicles: The Town was awarded funding from the Colorado Energy Office's Charge Ahead Grant Program to install two level II electric vehicle charging stations in 2020. The grant covers 80% of the cost (up to \$9,000 per station). One charging station will be installed at Town Hall and will be open to the public, which the Town will then utilize in coming years when we begin to convert the Town Hall vehicles to electric. We are in conversations with GCEA about taking over the annual management of these stations, in which they manage the other two public charging stations in the Town. The other station will be installed at the Marshals' office, which will facilitate conversion of one Marshals' vehicle in 2020, and then additional vehicles in the coming years per the capital budget. The Colorado Energy Office has also indicated that Crested Butte is a priority location for a DC Fast Charging Station (level III) and the Town and GCEA are in discussions about a potential location and cost to apply for funding to take advantage of this opportunity.
- 2) GOCO Youth Corps Grant: The Land Trust, with in-kind support from the Town, received full funding from GOCO to hire a youth corps for 2020 to help with noxious weed mitigation and fencing. The grant includes noxious weed mitigation on Land Trust owned properties (which the Town holds many conservation easements on), as well as the Lupine trail/Kochevar Parcels and the Baxter Gulch trail.
- 3) The two year noticing cycle is occurring the first of the year for vacation rentals. All properties in Town will receive a notice allowing them to report complaints or concerns about surrounding

vacation rentals. We have had success in working with the owners of vacation rentals to fix issues and to create a more cohesive neighborhood.

Town Clerk

- 1) The special event application for the Alley Loop will be on the January 6th agenda for the Council's consideration.
- 2) A letter was sent to the businesses with sidewalk seating regarding ADA compliance.

Finance

- 1) GCEA Green 100 program - Beginning with the January bill, all Town customers of GCEA will see a line item on their bills indicating Green 100 and associated cost. Just below that, a line will show Green 100 paid by the Town of CB. We will receive a separate bill that totals all the Green 100 charges for CB customers. In addition, GCEA will include blurbs in their newsletters, etc. that are delivered to Town customers. The blurb is intended to explain this is a part of Town's CAP program, etc.

Sample blurb: *For 2020, the Town of Crested Butte will pay to provide renewable energy credits for 100% of Town residences and businesses through GCEA's green power program. This is a first step in working towards Crested Butte's renewable energy future. By being a part of the green power program, together, we're showing our community's commitment to renewable energy, while the Town works with GCEA on planning local renewable energy generation projects.*

- 2) Town provides residential trash and recycling services through Waste Management. Policy has been to pass through the expense, plus \$0.30 per month per unit to cover administration charges.

For 2020, WM will charge the Town \$23.56 per unit per month. Town will in turn charge customers \$23.86.

For 2020, WM increased rates by 3.5%, which reflects change in the Consumer Price Index. Also, WM added a \$0.70 recycling adjustment due to increased cost from regulatory actions impacting the recycle industry.

- 3) Sales Tax Collection Update - October was a particularly good month for sales tax collection. As a result, YTD growth is now 6%. Construction and related continues to be the highest growth driver. Electricity, gas, and equipment rentals are also growing fast. Presumably, this is correlated with new construction and housing. Retail continues to be flat.

BUSINESS CATEGORY	YTD NOV 2019	YTD NOV 2018	\$ Diff	% Diff
BARS/REST	\$1,197,251	\$1,149,565	\$47,687	4.2%
GROCERY	\$443,578	\$408,346	\$35,232	8.6%
RETAIL	\$938,770	\$931,052	\$7,718	0.8%
RETAIL:MMJ	\$103,288	\$115,743	(\$12,455)	-10.8%
LODGING	\$386,383	\$364,340	\$22,043	6.1%
CONST/HRDWR/AUTO	\$354,799	\$288,860	\$65,939	22.8%
SERVICE	\$167,326	\$156,550	\$10,776	6.9%
OTHER	\$210,658	\$166,301	\$44,357	26.7%
GRAND TOTAL	\$3,802,619	\$3,580,757	\$221,862	6.2%

Intergovernmental

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

Upcoming Meetings or Events

Monday, January 13th 6:00 – 8:00, Gunnison Country Climate Conference Keynote speaker, Center for the Arts

Tuesday, January 14th 6:00 p.m. Planning Commission public hearing on the preliminary plan review of the Slate River annexation

Friday, January 17th 8:30 -4:30, Gunnison Country Climate Conference, Western CO Univ. Ballroom

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

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

Mayors and Managers
December 5, 2019
Hosted by Community Foundation of the Gunnison Valley

Program: Collaborative Efforts: Suicide Data and Prevention
Dr. John Tarr & Emily Mirza

Mayor/Manager Updates

Mt. Crested Butte – Mayor Farmer & Joe Fitzpatrick

- Opened the new public works maintenance building
- Figuring out how to spend new lodging tax funds for affordable housing
- North Village planning is underway
- Plan to begin developing climate action goals in Feb
- Summer sales tax is down about 6.8% from 2018
- YTD, sales tax is flat year over year

Crested Butte – Mayor Schmidt and Dara MacDonald

- Climate Action Plan public meeting on 12.04.19 had about 200 people. Recap of meeting.
- Sales tax revenue up about 3% YTD year over year
- RETT up about 47% year over year
- Empty House tax – overview of what Council is discussing
- Charge Ahead Colorado grant for EV charging stations
- Crested Butte and Mt. Crested Butte are having collaborative conversations about prioritizing affordable housing projects.

Gunnison Valley Health – Rob Santelli

- Just reaccredited as Level 4 trauma center. Pleased with the improvements in the emergency department.
- A new internist is joining the Senior Care Center (currently have three outside internists who serve the residents)
- Rhonda Conway (sp?) who has been board chair for a while is going to step down in Feb. She will be missed.
- Working on developing the plans for an outpatient center for property across from City Market in Gunnison and for annexation parcel in Crested Butte

City of Gunnison – Mayor Gelwicks and Russ Forrest

- Tuesday will be seating of the new Council
- Reviewing draft of Comp Plan before seeking final comment from the public in January. Considering adoption in February
- Keeping an eye on the legislative session and a possible bill allowing home rule municipalities to consider sales tax collection on rentals in excess of 30 days. Has possible ramifications for property tax as well

Upper Gunnison River Water Conservancy District – Sonja

- Sonja started on Monday
- Get back on track for stream management planning
- Keeping track of drought contingency planning and demand management impacts
- Looking to improve education and outreach
- Grant program increased from \$150K to \$200K. Rolls out in February.

Gunnison Valley Regional Housing Authority – Jennifer Kermode

- Gearing up to close on the 15 Paradise Park units in Jan and Feb
- Working on a program plan

Town of Pitkin – Rachel

- Meeting on Monday will be the first meeting of a full board for many months due to resignations.
- Going to ask for a mill levy increase in Pitkin
- Not much snow yet

Gunnison County – Jonathan Houck

- Just back from CCI meeting
- Glad to have resolved issues with City of Gunnison around Lot 22 project. Expect to break ground in the spring
- Finishing up the budget
- Excited about the energy efficiency work they are doing and looking at solar for 5 buildings.
- Concerned about communications/dispatch and thinks there are lots of issues that are not being considered with upper valley agencies considering leaving the City of Gunnison dispatch.
- CORE Act passed out of the House.

Gunnison Valley Community Foundation – Pam Montgomery

- Approved 2020 budget
- Working on volunteer website – public can sign up to be notified of volunteer opportunities
- Working on language for emergency preparedness to address social needs when there is a disaster
- Discussion on what to do with their Emergency Fund if a need should arise
- Elections were held for three new board members

**NORTH VALLEY HOUSING COORDINATION MEETING
DECEMBER 13, 2019
MT CRESTED BUTTE, COLORADO**

**9:30 -11:30 AM
COUNCIL CHAMBERS**

AGENDA

ITEM 1

- Housing Needs 2020 Matrix – 2019 Update

ITEM 2

- Draft 2020-2030 North Valley Housing Timeline

ITEM 3

- Discuss December 16 Meeting with Colorado Department of Local Affairs

ITEM 4

- Discuss Agenda for January 9th meeting for defining rolls and responsibilities community housing coordination in the north valley.



Memorandum

Date: December 12, 2019

To: North Valley Community Housing Stakeholders Meeting

From: Carlos L. Velado, Michael Yerman, and Willa Williford

Subject: North Valley Community Housing Collaboration and Coordination and Housing Needs – Matrix Update

Collaboration and Coordination

The staffs of Mt. Crested Butte and the Town of Crested Butte have met to develop the Draft North Valley Affordable Housing Timeline (Timeline) which is attached to this memo. Conversations with Williford Housing along with updated numbers of the 2016 Needs Assessment were used to draft the Timeline. After working together to review the pipeline of possible projects in the North Valley and consideration of the projected housing need, it has become clear that collaboration will be required to ensure a successful grant application to DOLA. A joint focus on projects is also needed to ensure that as projects come online there are adequate absorption rates in the community to allow monies and financing to be secured. Further, after review of the projected numbers in the updated needs assessment, collaboration in the north valley will also assist with freeing monies for a potential south valley project funded by DOLA.

At this time, there are two primary rental projects that are on the immediate horizon that would potentially put a substantial dent in the lower income rental need. The North Village and the Slate River Annexation both have substantial properties under municipal ownership that could accommodate rental housing where the greatest need exists. As everyone participating in today's meeting is aware, rentals are the hardest units to create. Fortunately, efforts by Commissioner Messner at the state level for DOLA funding have positioned the north valley to



receive funding to assist with a rental project which the updated Needs Assessment has identified. However, after reviewing the updated needs assessment numbers, there is likely not enough demand to be successful in developing and more importantly securing financing for multiple projects in parallel timelines.

The proposed timeline which is being presented by the two staffs is prioritizing moving forward with North Village for DOLA Funding in the Town of Mt. Crested Butte first while other efforts are being undertaken by the Town of Crested Butte. Beyond a potential low income rental project, North Village has additional benefits including an additional seasonal rental project being spearheaded by RMBL. Finally, through the entitlement process for North Village, additional units required of the developer will be banked for future affordable housing projects in the north end of the valley.

Working in concert with Mt. Crested Butte, the Town Crested Butte can continue its efforts to expand its current supply with smaller projects like the development of the Butte Avenue Rentals, the Green InDeeD purchase program, and an additional build in Paradise Park. Upon the completion of the first Phase of rental housing in the North Village, the Town will be prepared to tackle the Slate River Annexation ensuring rental housing is continued to be built into the foreseeable future.

Collaboration is not optional if the north valley wants to be successful in seeking funding from DOLA and financing from other external sources. This working group is charged with coming to consensus over the coming months to ensure the success of housing projects in the north valley for the locals and businesses we serve. While the timeline is a draft, the staffs encourage participants to come prepared to discuss how to proceed. The timeline can be adjusted and is hoped to be the start of regional collaboration on getting units on the ground for our community.

Housing Needs Matrix Update

Since 2016, there has been great progress on housing throughout the valley. This is the result of all four jurisdictions really taking the issue to heart and actively forming public/private



partnership to bring more community housing online. The private sector has also been stepping up to meet demand in an up market.

For the north end of the valley, 71 community homes for sale have been created since 2016. An additional 37 are planned for next year, bringing our ownership gap to 46 homes. For rental housing, 28 units have been built and 11 are in the predevelopment pipeline. The housing gap for rentals remains larger, with a need for 111 units under 100% AMI.

The challenges of housing our workforce will likely continue to grow and evolve as our local economy grows and diversifies. Taking the 2016 figures for job growth and retirees who will stay in housing and need new employees to fill there jobs, there will be an annual need for about 15 additional community housing units to own and 19 to rent each year after 2020. These straight-line projections do not account for changing demographics, housing preferences, or jobs since 2016. GVRHA is seeking to do more sophisticated updated projections to look beyond 2020 in the coming year, and therefore, these projections should be updated accordingly.

There is still plenty of work to do:

- Affordable rental housing should be the next focus for the north end of the valley.
- Additional affordable homeownership will be needed after Paradise and Homestead are fully absorbed by the market.
- Seasonal rentals are also a high need.
- Regional coordination is a key to success, to avoid market oversaturation and for more efficient and effective positioning for outside resources such as LIHTC and Colorado Division of Housing funding. There is still plenty of work to do, and affordable rental housing should be the next focus for the north end of the valley.

North Valley Affordable Housing Project Pipeline			2020	2021	2022	2023	2024	2025	2026	2027	2028
Project:	Target Income	Own/Rent									
Paradise Park Phase 2	Under 200% AMI	Both	10								
Butte Avenue Housing Fund (50-80% AMI)		Rent	6								
Homestead	80% - 160% AMI	Own		22							
Common Area F (North Village) LIHTC (?)	Under 80% AMI	Rent			30						
Seasonal Housing RMBL NV	TBD	Rent				35					
Paradise Park Phase 3	Under 200% AMI	Own		8							
NV Phase 2	Under 140% AMI	Own					20				
Slate River Annexation	Under 100% AMI	Rent						40			
NV Phase 3	Under 100% AMI	Rent								20	
NV Phase 4	TBD	TBD									TBD
Green InDeeD	TBD	Own		3	3	3	3	3	3	3	3
Rental Units Occupied This Year			11		30	35		40			
Ownership Units Occupied This Year			5	25	11	3	23	3	3	23	3
Total Housing Need Rental >80% AMI - through 2020		111	100								
Total Housing Need For Sale > 200% AMI - through 2020		33	28	11							
<i>DRAFT - Additional need less units built - RENTAL (19/year)</i>					89	73	92	71			
<i>DRAFT - Additional need less units built - OWNERSHIP (15/year)</i>				18	22	34	26	38			

- Planning/Entitlements
- Construction Ground Breaking
- Occupancy

Attachment A – Housing Needs 2020 Matrix – 2019 Update

North Valley Housing Need through 2020						
Owner Units by AMI	Max Affordable Price	HNA Need	Built since 2016	Under Construction 2019	In Pre-development	Remaining need
<50%	\$108,000	12				12
50% to 80%	\$172,900	25	2			23
80.1 to 120%	\$259,300	43	2	13	14	14
120.1 to 200%	\$432,200	74	35	19	23	-3
Over 200%	>\$432,200	35	45	25		-35
Total Ownership Needs		189				11
Ownership Gap		154				46
Rental Units by AMI						
	Max Affordable Rent	North				
<50%	\$689	46				46
50% to 80%	\$1,102	47	11		11	25
80.1 to 120%	\$1,653	46	22	13		11
120.1 to 200%	\$2,755	25		3		22
Over 200%	>\$2,755	7				7
Total Rental Needs		171				111
Rental Gap		116				77
Total Gap - North		247				123

Key	
Gap - Market will not serve	
Market likely to serve	
Blend of gap and market	

Mid Valley - Housing Need through 2020						
Owner Units by AMI	Max Affordable Price	HNA Need	Built since 2016	Under Construction 2019	In Pre-development	Remaining need
<50%	\$108,000	4				4
50% to 80%	\$172,900	8				8
80.1 to 120%	\$259,300	13	2	3		8
120.1 to 200%	\$432,200	23	9	9	2	3
Over 200%	>\$432,200	11	4	5		2
Total Ownership Needs		59				25
Ownership Gap		25				22

Attachment A – Housing Needs 2020 Matrix – 2019 Update

Mid Valley - Housing Need through 2020

Rental Units by AMI	Max Affordable Rent	HNA Need	Built since 2016	Under Construction 2019	In Pre-development	Remaining need
<50%	\$689	10				10
50% to 80%	\$1,102	10				10
80.1 to 120%	\$1,653	10		8		2
120.1 to 200%	\$2,755	5				5
Over 200%	>\$2,755	1				1
Total Rental Needs		36				28
Rental Gap		33				25
Total Gap - Mid		58				46

Key	
Gap - Market will not serve	
Market likely to serve	
Blend of gap and market	

South Valley - Housing Need through 2020

Owner Units by AMI	Max Affordable Price	HNA Need	Built since 2016	Under Construction 2019	In Pre-development	Remaining need
<50%	\$108,000	18	4			14
50% to 80%	\$172,900	37	1	1	7	28
80.1 to 120%	\$259,300	63	10	10	32	11
120.1 to 200%	\$432,200	109	85	29	28	-33
Over 200%	>\$432,200	52	15	6		31
Total Ownership Needs		279				51
Ownership Gap		87				48
Rental Units by AMI	Max Affordable Rent					
<50%	\$689	61	6	18		37
50% to 80%	\$1,102	62	7	25	29	1
80.1 to 120%	\$1,653	61			24	37
120.1 to 200%	\$2,755	33			17	16
Over 200%	>\$2,755	9				9
Total Rental Needs		226				100
Rental Gap		92				38
Total Gap -South		179				85
Total Need - Valley		960				326
Total Gap - Valley		508				256

**NORTH VALLEY HOUSING COORDINATION MEETING
JANUARY 9, 2020
MT CRESTED BUTTE, COLORADO**

**TIME TBD
LOCATION TBD**

DRAFT AGENDA

ITEM 1

- Housing Needs 2020 Matrix Update and Community Housing Timeline

ITEM 2

- North Valley Impacts/Needs From Regional Growth

ITEM 3

- North Village Development Timeline

ITEM 4

- Public Comment



Strategic Recreation Needs Assessment Summary of Results

The Gunnison County Metropolitan Recreation District (Met Rec) strives to provide high-quality over the air TV service and strategic leadership that leverages innovative partnerships to accomplish vital recreation opportunities for our communities.

Purpose of Assessment- To better understand how Met Rec can **best** support the community’s recreation needs.

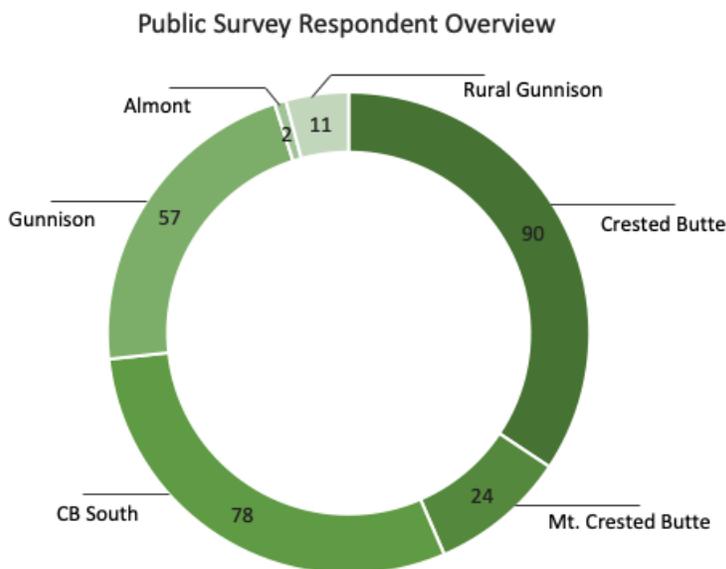
Approach- Two online surveys were used to identify and assess recreation needs throughout Met Rec’s service area; a Public and Stakeholder Survey.

- Public Survey: 262 responses
- Stakeholder Survey: 20 responses

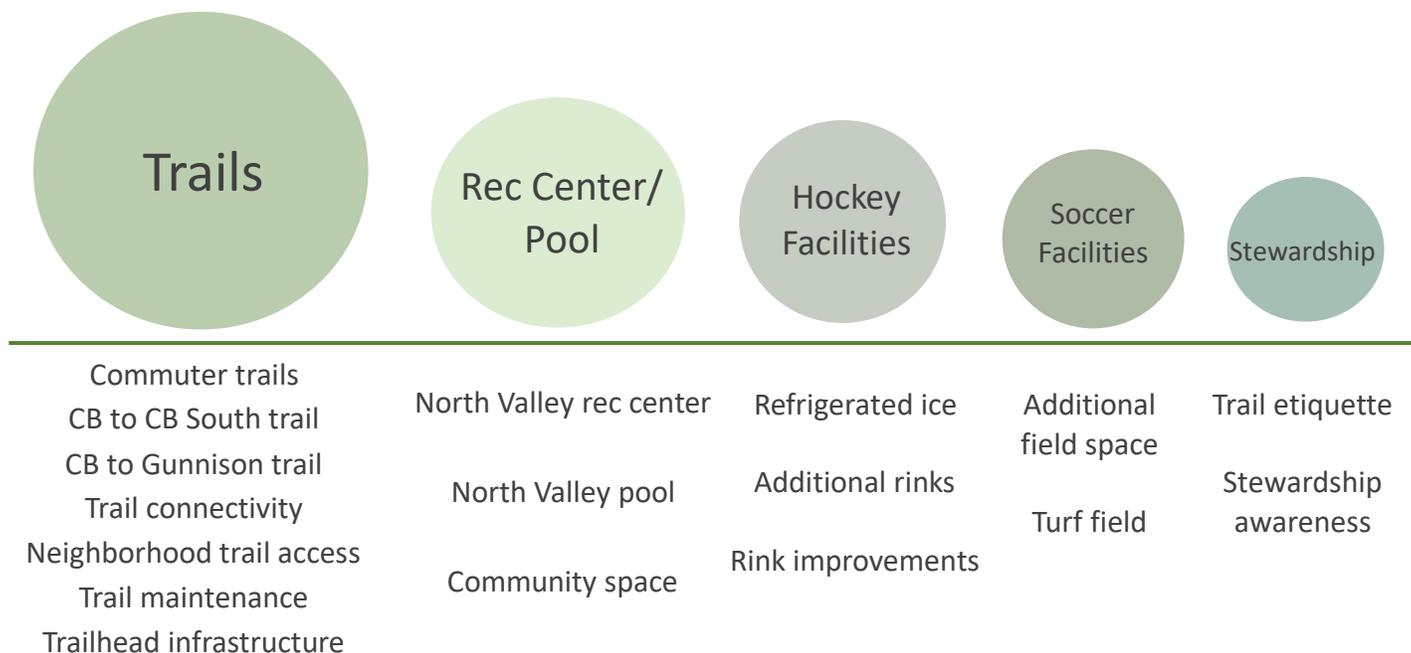
Here’s what we heard...

Recreation Stakeholders need:

- Continued financial support for recreation amenities
- Strategic support for complex and collaborative recreation initiatives
- Additional facilities to meet the needs of recreation programming



What the public perceives as the greatest regional recreation need:



2019 Annual Report

Jason Evanko, black
henbane mechanical
removal near Almont.

Our First Priority

In Gunnison County, noxious weed management is imperative to protecting the health of the lands that citizens and visitors value for their ecological importance and the recreational and economic opportunities they support. While the Weed Management Program generally receives widespread community support for our efforts, valid concerns do occasionally arise regarding *how* noxious weeds are managed. Some may wonder if methods used for controlling weeds are safe for the environment and its inhabitants. What about the safety of people, livestock, pets and ecosystems?

The Gunnison County Weed Management Program is balancing concern for ecological health and the well-being of our all of County's inhabitants with an effective Basin-wide weed management program. Using an integrated weed management approach that includes not only chemical control methods, but also mechanical and cultural approaches whenever possible and practical, allows us to choose the safest and most ecologically appropriate methods for each situation and setting. When herbicides are used, we always strive to choose selective products with low toxicity to non-target organisms, low potential for groundwater contamination, low use rates and low pest resistance potential. We make chemical applications at lowest effective use rates, precisely "spot treat" weed infestations and thoughtfully time applications with plant and pollinator life cycles to maximize effectiveness and minimize impacts in the ecosystem. We offer consultations to landowners who want advice on making the most effective and safest weed management decisions for their properties. We pay careful attention to personnel and operational safety in all aspects of our work in order to protect ourselves, the citizens we serve and the habitats in which we work. In short, the Weed Management Program's fundamental objective is to continue to reduce noxious weed problems throughout the Gunnison Basin while *a/ways* making the health, well-being and safety of people, animals and ecosystems our first priority.

As the 2019 Highlights (see column to right) show, we have enjoyed a busy and productive year. Please consider this Annual Report not only an opportunity to review what the Gunnison County Weed Management Program accomplished in 2019, but also an invitation to share your thoughts about our work. We value the opportunity to serve all of our Program's federal, state, county and municipal partners, the citizens of Gunnison County and the ecosystems of the Gunnison Basin. Please let us know how we can better serve you.

Jon Mugglestone & Bradley Wigginton
Weed Management Program Co-Coordinators



2019 Highlights

The Gunnison County Weed Management Program coordinates integrated noxious weed management in the Gunnison Basin, provides education and consultation on plant ecology, certifies weed free hay and implements and inspects reclamation projects. Below, please find some of the accomplishments we were most proud of in 2019:

- 1561 acres of public lands and rights of way were monitored for noxious weeds, and 102 infested acres treated.
- \$8000 in CO Dept. of Ag grant funding was used to leverage \$18764 worth of contracted weed treatments on 996 acres on private lands.
- Hydroseeding of 3 acres in critical big game and Gunnison Sage-grouse habitat was completed on Sapinero Mesa, funded by Habitat Partnership grant.
- Consultations and on-site visits were carried out with over 150 private landowners, agency representatives and businesses.
- Four Certified Weed Free Hay inspections were completed for local hay producers and the CO Dept. of Ag, for a total of 410 acres certified.

Continued on next page.

Community Engagement

Providing education, outreach and assistance are critical aspects of the Weed Management Program's efforts to engage citizens in managing for healthy landscapes. In 2019, Weed Management Program staff worked with numerous partners to develop and lead several initiatives and events aimed at motivating citizens to manage noxious weeds, implement successful revegetation projects and increase the productivity and health of lands they own and manage.

Through engaging citizens at community noxious weed pull days, teaching classes to undergraduate and graduate students, leading hands-on workshops for citizens, certifying weed-free hay and providing consultations to private landowners, the Weed Management Program strives to provide Gunnison Basin residents with information and resources intended to help them meet their sustainable land management goals.

The Private Lands and Assistance Cost Share Program continues to establish strong relationships with private landowners who are addressing noxious weed problems on their lands. This initiative has resulted in 2565 acres surveyed and treated for noxious weeds since 2017. In 2019, the Weed Management program leveraged an \$8000 grant from the Colorado Department of Agriculture to fund \$18764 worth of contracted noxious weed treatments on 996 acres of private lands.



Tracking Progress Over Time

Meeting noxious weed management goals usually requires persistence, patience and a long-term outlook. The tenacious nature of the challenges the Weed Management Program strives to manage require that we track ongoing progress toward meeting long-term goals in order to gauge the efficacy of our work and the methods with which we approach it. When large-scale noxious weed populations remain resolute in their will to persist, how do we know we are making progress over time and having the positive results "on the ground" that we intend?

Monitoring the effectiveness of our work, and adjusting practices based on information collected, is a critical component of the Weed Management Program's efforts. We employ a number of different monitoring methods that inform planning and implementation of weed management efforts. Annual inspection of photo points at established monitoring plots provides visual verification that changes in the plant community at that location are progressing in the desired direction. Comparison of annual herbicide application records over time can help us to determine trends in severity of infestations at specific sites and indicate the effectiveness of treatment methods employed. Mapping data collected annually for the Colorado Department of



Agriculture illuminates "big picture" trends in noxious weed species prevalence Basin-wide. Relying on these monitoring methods allows the Weed Management Program to continue to proceed confidently with our work in the short term, even when we know that meeting land management goals can sometimes be an ongoing and long-term endeavor.

2019 Highlights

Continued from front page

- Presented to 30+ citizens, students and professional land managers at the Gunnison Conservation District's Cheatgrass Workshop in September
- Organized and led 2 community noxious weed pull events in Crested Butte and Mt. Crested Butte, attended by 20+ citizens
- Presented to 20 members of the Gunnison Rotary Club on noxious weed management
- Hosted an educational booth and led educational activities for 300+ people at the Gunnison River Festival
- Continued expanding integrated weed management efforts by re-seeding a 1/4 acre site in Mt. Crested Butte
- Participated in "Cheatgrass Strikeforce Day", a collaborative interagency effort to address large-scale, cross-jurisdictional cheatgrass infestations
- Assisted with WCU Masters in Environmental Management students in creating a student/agency partnership focused on raising community awareness about cheatgrass
- Led 50+ WCU undergraduate and graduate students in discussions on land management and cheatgrass control
- Assisted Colorado State University range management class in creating an ecosystem management plan for a new CSU facility in Gunnison

State-Listed Noxious Weed Control

86

Of 1561.5 acres monitored for state-listed noxious weeds during the 2019 field season (May 6-October 23), 102.63 infested acres were identified and treated using chemical, mechanical and cultural control methods. Treatment locations, herbicide acreages, hours worked and cooperators' annual monetary contributions were as follows. Weed Management Program staff are licensed by the CO Dept. of Ag. For additional details about any of these treatments please contact the Weed Management Program.

<u>Cooperator</u>	<u>Treatment Site</u>	<u>Acres</u>	<u>Cooperator</u>	<u>Treatment Site</u>	<u>Acres</u>	<u>Cooperator</u>	<u>Treatment Site</u>	<u>Acre</u>	
NPS (\$5,900)	NPS Hwy. Pulloffs	0.13	Town of Pitkin (\$300)	Streets/Alleys	0.13	Gunnison Cty. (continued)	CR 10/North Valley	0.86	
	Elk Creek	1.96		Total Acres	0.13		CR 11	0.70	
	North Willow	0.37		Hours Worked	3.0		CR 12/ Gravel Pits	3.32	
	Dillon Pinnacles	0.10	City of Gunnison (\$1,410)	ROW's, Trails, Water			CR 16 & 19	0.07	
	Dry Gulch	0.25		Treatment Plant, Rec.			CR 17 & Waterline	1.36	
	Red Creek	0.27		Center	2.62		CR 18	0.16	
	Bay of Chickens	0.25		Total Acres	2.62		CR 21	0.35	
	Cooper West	0.10		Hours Worked	19.5		CR 24	0.24	
	East Elk Creek	0.51		Town of CB (\$12,913)	Streets & Alleys, Big Mine			CR 25	1.69
	Old Stevens	0.11			Park, Trails & Open			CR 26	2.27
	Stevens Creek	0.13	Spaces, Gravel Pit		6.82		CR 27	0.43	
	Pine Creek	0.42	Total Acres		6.82		CR 32/Wetlands	0.26	
	CONE Island	1.13	Hours Worked		107.0		CR 38/Subdivisions	1.90	
	Lake Fork	0.16	Town of Mt. CB (\$14,707)		Rec. Path, Street ROW's,			CR 42/Landfill	0.36
	Soap Creek	0.18		Town Hall, Pavillion, Park,			CR 43	0.08	
	Cooper Ranch	0.10		Tent Pads	5.06		CR 44	0.11	
	Total Acres	6.17		Total Acres	5.06		CR 46	0.20	
	Hours Worked	57.0		Hours Worked	130.5		CR 48/ Castle Mtn.	0.67	
	USFS (\$6,000)	Marshall Pass		0.10	Saguache Cty. (\$3,055)		CR 14PP & NN14	0.63	CR 49
Needle Creek		0.10		Dome Lakes Rds.		0.27	CR 51	0.01	
Slate/ Wash. Gulch		0.11	CR 23YY	0.05		CR 62	0.08		
Alpine Plateau		0.41	CR 25TT	0.05		CR 75	0.19		
Kebler Pass		0.26	CR 8EE	0.10		CR 76	2.49		
Taylor & Spring Ck.		0.46	Gold Basin Rds.	0.64		CR 720	0.10		
Los Pinos		0.15	Total Acres	1.74		CR 721	1.47		
Brush Creek		0.18	Hours Worked	31.5		CR 727	0.29		
Lost Canyon		0.33	BLM (\$13,395)	Alpine Loop		0.39	CR 730	2.06	
Cement Creek		0.17		BLM 3010		0.05	CR 734	1.48	
Red Creek		0.16		BLM 3090		0.29	CR 737	0.61	
Total Acres		2.43		BLM 3072/3073		0.16	CR 738	0.95	
Hours Worked		61.5		BLM 3063/65/74		1.42	CR 740/Allen HS	0.52	
CPW (\$1,500)	Gunnison SWA	0.65		BLM 3076/3080	0.20	CR 742 & 744	1.08		
	Sapinero SWA	0.82	BLM 3103	0.11	CR 749	0.05			
	Centennial SWA	0.19	BLM 3037	0.76	CR 752	0.05			
	Van Tuyl SWA	0.09	BLM 3012	0.19	CR 763	0.33			
	Dome Lakes SWA	0.03	BLM 3017	1.28	CR 811/Meridian Lake	1.14			
	Total Acres	1.78	BLM 3093/3094	3.00	CR 813	0.12			
	Hours Worked	15.0	BLM 3042/43/54	3.01	CR 818	0.08			
	CDOT (\$27,000)	SH 114	3.82	BLM 3115	0.37	CR 858	0.17		
SH 133		1.63	BLM 3009	1.43	CR 864	1.43			
SH 135		5.74	Total Acres	12.66	CR 887	1.03			
SH 92		4.53	Hours Worked	114	CR 888	0.19			
US 50		10.37	Gunnison Cty. (\$131,786)	CR 2 & 77	0.15	Basin Industrial Park	0.36		
SH 149		1.70		Marble Area Roads	0.50	Dos Rios Subdivision	0.20		
Total Acres		27.79		CR 4	0.13	Fairgrounds/Airport/Pub. Safety	0.10		
Hours Worked		232.5		CR 6	0.70	Hartman Rocks Front Side	0.50		
Hinsdale Cty. (\$1,880)	CR 30, 33, 20,50, 35	0.92		CR 7	0.08	Riverbend Subdivision	0.03		
	Total Acres	0.92		CR 8	0.08	Thornton Meadows Subdivision	0.05		
	Hours Worked	22.0				GC Shop Crested Butte	0.03		
						Cemetery	0.10		
					CSFS Sewer Easement/Private	0.32			
				Whitewater Park	0.08				
				Somerset/GC Shop	0.54				
				Alpine Meadows Subdivision	0.08				
				Total Acres	35.11				
				Hours Worked	766.5				

Looking Ahead to 2020: Your Input is Valued!

The Gunnison County Weed Management Program welcomes feedback from all Gunnison Basin residents. As planning for the 2020 field season begins, we would greatly value your input. Please take a few minutes to consider any or all of the following questions and send your replies to the Weed Management Program at: jmugglestone@gunnisoncounty.org or bwiggington@gunnisoncounty.org

1. During the 2019 field season, did the efforts of the Gunnison County Weed Management Program meet your needs and/or expectations? How can we better serve you during the 2020 field season?
2. Are there specific areas in the Gunnison Basin that you think require additional attention as weed control efforts are carried out in 2020?
3. How can the Weed Management Program most effectively reach out to citizens of the Gunnison Basin to raise awareness about noxious weeds and their control?
4. Do you have any suggestions for improving Gunnison County's Reclamation Permit application and/or inspection processes?
5. Other than the goals for 2020 listed in the column to the right, are there any other priorities that you would suggest the Weed Management Program consider?
6. Please share any other thoughts, suggestions or ideas you think the Weed Management Program should consider.

Thank-you very much for your time and for sharing your thoughts. Your ideas and suggestions are valued and will be carefully considered. We look forward to serving you in 2020!



Bradley Wigginton hydroseeding on Sapinero Mesa.

2020 Goals

- Work with partners to set goals, find funding and implement a large-scale cheatgrass management project that further expands the Weed Management Program's reach on cheatgrass management to public lands beyond roadsides and rights of way.
- Secure grant funding that will support continued financial assistance and educational outreach to private landowners.
- Seek funding to continue the integration of re-vegetation into weed management projects, with priority focus on GuSg habitats.
- Continue to seek funding that will more closely balance the Weed Management Program's staffing capacity with the scale of Basin-wide noxious weed challenges
- Identify opportunities to increase "front-end" assistance to Gunnison County Reclamation Permit applicants in order to ensure successful re-vegetation and noxious weed control prior to post-construction reclamation inspections
- Continue ongoing and long-term Basin-wide weed inventory using EDDMaps West in order to contribute data to CO Dept. of Agriculture's state-wide data collection goals
- Expand post-treatment monitoring of weed management and re-vegetation activities to better inform management approaches.
- Assist Western Colorado University Masters in Environmental Management students' efforts to establish an awareness campaign focused on cheatgrass management in the sagebrush steppe ecosystem
- Continue to assist hay producers with certification of weed-free forage in partnership with CO Dept. of Agriculture
- Stay accident-free and safety-focused, as we did in 2019.

**Contact Us: Gunnison County Weed Management Program, 725 South 10th St., Unit B, Gunnison, CO 81230
Phone: (970) 641-4393 , On the web at: http://www.gunnisoncounty.org/public_works_weed_district.html**



Staff Report

December 16, 2019

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

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

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

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

On November 18th the Council reviewed the draft lease and requested some changes be made to the document for consideration on December 2nd at second reading of the ordinance. Additional changes around lighting were requested during the meeting on December 2nd.

Background and Discussion: On December 2nd the Council requested one additional change to the lease to address lighting. The highlighted text has been added to the lease in response to Council comments and direction.

Section 10 – Utilities. The Center shall be responsible for arranging and paying for all utilities used on the Premises, including but not limited to electricity, gas, water, sewer, trash collection and telecommunications services. The Center will also be responsible for annual testing of the backflow prevention device providing domestic water service to the Premises. The Town shall be responsible for annual testing of the backflow prevention device for park irrigation on grounds adjacent to the Center’s facilities. The Center agrees that it will make its best efforts to conserve energy, use renewable energy sources, and

implement best management practices to minimize the use of natural gas and electricity in its daily activities on the Premises and in the Buildings on the Premises. After hours lighting shall be the minimal amount necessary to provide for safety and security and shall not create visual light pollution or impact on any other lot, tract or parcel in the Town, or directly illuminate adjoining lots, tracts, parcels or rights-of-way, including alleys. All lighting inside the Building is on occupancy sensors with the exception of the lobby-entrance area, the community room and the theater. The Center further agrees that when any rooms in the Building including the lobby-entrance area, the community room and the theater are unoccupied, all lighting in these rooms (except "Exit" signs over the doors) will be turned off by sunset.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF ____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreement

[attach form lease agreement here]

LEASE AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

2. Lease Term, Renewal, Rent, and Review. The initial term of this Lease shall commence on the date set forth above and continue for a period of thirty (30) years thereafter. This Lease shall thereafter be renewed automatically for three succeeding terms of ten (10) years unless either party gives written notice to the other at least one year prior to the expiration of any term of

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

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

- a) The extent to which the members of the Center's Board of Directors represent different interests and constituencies in the East River Valley;
- b) The Board's management of the Center's financial affairs with particular reference to the need to minimize operating deficits. In regards hereto, the Town shall have access to the Center's financial records through its ex officio member;
- c) Whether the amount of Center use allocated to the Town under paragraph 6, below, is sufficient to meet the needs of the Town;
- d) The extent to which the Board is responding to a fair cross-section of community needs; and
- e) The extent to which the Center's use of the Premises conflicts with or complements the use of adjacent or nearby Town property.

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

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

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

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

- a) Maintenance of the grounds included in the Premises, except for snow removal and landscaping performed by the Town as set forth in Section 6 and elsewhere in this Lease.

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

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

The Town is responsible for the following tasks:

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

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

7. Use of Premises and Character of Occupancy.

- a) The Center shall use the Premises only as a public non-profit center for such artistic, cultural, scientific and educational activities as are permitted by its articles of incorporation, bylaws, and applicable laws. The Center shall have control over the day-to-day management of the Premises, and shall allow use of the Premises by such groups and entities as it sees fit, provided that such character of use does not further any discrimination or preference that violates Section 10-11-10 of the Town Code, or that is based upon race, color, sex, creed, age, ancestry, physical or mental disability, marital status, gender, gender identification, sexual orientation, sexual identification, religion, ethnicity, national origin, family responsibility or political affiliation.
- b) The Town shall have the right to use the Premises at no cost for up to 10 days in any calendar year on an "as available" basis. In addition, the Town shall have the right to use the Premises for two (2) additional days per year at no cost for training for the Town Marshals' personnel and for training fire department personnel. The Town shall reserve the Premises in accordance with the Center's standard facility reservation process and procedures. In the event that the Town requests use of the Premises beyond the 12 free days allowed per year, the Town shall be allowed to use the Premises so long as the Town reserves the Center's facilities in accordance with the Center's standard facility reservation process and procedures and pays the Center its standard rates and fees for the use of the Center's facilities, provided however that the Town also shall receive a 20% discount on rental rates for use of the Premises for Town parks and recreation programs paid for by user fees.
- c) As required in the BOZAR approvals of the structure and site plan, the Center shall make every effort to mitigate the impacts of parking and traffic related to the Center's activities on an ongoing basis. This shall include the implementation of shuttle/valet parking to and from parking areas noted or future sites that may become available, the coordination of transit access to the site, and the devotion of Center personnel to traffic control when events exceed 275 people within the Buildings on the Premises. The Center shall coordinate with other Town and REIJ

school events in scheduling Center events, and place limitations on concurrent Center events, capping total Center occupancy at 400 people.

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

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

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

10. Utilities. The Center shall be responsible for arranging and paying for all utilities used on the Premises, including but not limited to electricity, gas, water, sewer, trash collection and telecommunications services. The Center will also be responsible for annual testing of the backflow prevention device providing domestic water service to the Premises. The Town shall be responsible for annual testing of the backflow prevention device for park irrigation on grounds adjacent to the Center's facilities. The Center agrees that it will make its best efforts to conserve energy, use renewable energy sources, and implement best management practices to minimize the use of natural gas and electricity in its daily activities on the Premises and in the Buildings on the Premises. After hours lighting shall be the minimal amount necessary to provide for safety and security and shall not create visual light pollution or impact on any other lot, tract or parcel in the Town, or directly illuminate adjoining lots, tracts, parcels or rights-of-way, including alleys. All lighting inside the Building is on occupancy sensors with the exception of the lobby-entrance area, the community room and the theater. The Center further agrees that when any rooms in the Building including the lobby-entrance area, the community room and the theater are unoccupied, all lighting in these rooms (except "Exit" signs over the doors) will be turned off by sunset.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

THE CENTER FOR THE ARTS

By: _____
Its: President

ATTEST:

Secretary



Staff Report

December 16, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. 41, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of a one bedroom apartment located at 715 Elk Ave (Town Owned Building) to Stephanie White

Summary: The apartment located at 715 Elk Ave (Depot Building) is a small one-bedroom unit. Staff recommends entering into a new lease with Stephanie White.

Discussion: Stephanie White has occupied the Depot apartment for approximately eight years while paying \$250 per month until March of 2019. The current monthly rent, beginning March 2019, is \$300. Town has performed maintenance on the building while Stephanie has had caretaker responsibilities in exchange for reduced rent. Lessee pays for electricity. Town pays for gas, water, sewer, and weekly refuse collection. Lessee also pays all charges for telephone, internet, television and other such services. The monthly lease rate proposed is \$600 with no caretaker responsibilities.

The rental term is for 3 years. Ninety days prior to the end of the lease, Town will determine if a Town employee wishes to lease the property. Should there be no Town employee interested, then the unit will be advertised to see if a not-for-profit organization is interested in leasing, as is Town's policy. Should there be no not for profit interested, then the lease will renew for three years. After the first three year term, either party may terminate the lease in writing with 60 days of notice.

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

Recommendation: Staff recommends the Town enter into a lease with Stephanie White.

Proposed Motion: Motion and a second to approve Ordinance No. 41, Series 2019 at the December 16th Council meeting.

ORDINANCE NO. 41

SERIES NO. 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE
LEASE OF A ONE BEDROOM APARTMENT LOCATED AT 715 ELK AVE. TO
STEPHANIE WHITE**

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

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

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

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

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

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

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

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

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

Exhibit A**LEASEHOLD AGREEMENT**

THIS AGREEMENT, made and entered into this 16th day of December, 2019, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Stephanie White, (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2020, for a period of 3 years, ending on the 27th day of February, 2023 at midnight. Ninety days prior to the end of the lease, Town will determine if a Town employee wishes to lease the property. Should there be no Town employee interested, then the unit will be advertised to see if a not-for-profit organization is interested in leasing, as is Town’s policy. Should there be no not for profit interested, then the lease will renew for three years. During the second three-year term, should that occur, either party may terminate the lease in writing with 60 days’ notice.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

716 Elk Ave Crested Butte, Colorado (a one bedroom residential dwelling, which is a portion of a Town owned building)
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$600.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon renewal the monthly rental rate shall increase by \$30.
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.
5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity is prohibited unless agreed upon in writing by both parties.
6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.

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

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.
11. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.

12. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours' notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
13. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party. If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.
14. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
15. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
16. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.
17. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

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

LESSEE: Stephanie White
PO Box 1431

716 Elk Ave
Crested Butte, CO 81224

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Stephanie White



Staff Report

December 16, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: ORDINANCE NO. 42 SERIES 2019. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY; AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN.

Summary: Ordinance No. 42 authorizes a loan between the Town of Crested Butte and the Colorado Water Resources and Power Development Authority, authorizing the execution of the loan agreement and a governmental agency bond to execute the loan.

Background: The Town is currently requesting funding for the construction of the upgrades to the Water Treatment Plant in 2019 in the amount of \$2,025,600 from the Colorado Water Resources and Power Development Authority. This will be a 20 year 2.5% low interest loan. The total project cost is \$2,414,018. The additional funding will come from a \$405,000 DOLA Grant. Approval letter for the loan is attached, as is the grant award letter. The project is largely complete, and Enterprise Fund reserves were utilized to pay for the project. The loan is now required to replenish reserves. CWRPDA and Butler Snow (Bond Attorney) both approve accepting the associated loan proceeds after the project is complete.

The project was designed to maintain compliance and quality standards, and to meet increasing water needs. The upgrades of the treatment plant are based on a design provided by JVA Engineers. Moltz is the firm who will did the construction. The project was designed to continue to maintain CDPHE compliance, upgrade infrastructure and maintain current and future water demands. The improvements to maintain CDPHE compliance include; the addition of block and bleed valves on the existing skids, turbidimeters, and retrofitting the existing pretreatment system. The improvements also intend to address the hydraulic limitations of the facility by adding a fourth skid, which will also facilitate redundancy within the system. Finally, the improvements address aging infrastructure by replacing components within the existing skids, removing the UV system, replacing the SCADA system, and upgrading the building structure.

Recommendation: Staff recommends approving Ordinance No. 42, Series 2019 at the December 16th, 2019 Council meeting.

Proposed Motion: A motion and second to approve Ordinance No. 42, Series 2019 at the March 16th, 2019 Council meeting.

**TOWN OF CRESTED BUTTE, COLORADO
ORDINANCE NO. 42
(SERIES 2019)**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
APPROVING A LOAN FROM THE COLORADO WATER RESOURCES
AND POWER DEVELOPMENT AUTHORITY; AND AUTHORIZING
THE EXECUTION OF A LOAN AGREEMENT AND A
GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN.**

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

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

WHEREAS, the Town has acted pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and Title 37, Article 45.1, C.R.S. (the “Enterprise Act”) to create a water activity enterprise (the “Enterprise”) to operate the municipal water and sewer systems serving the inhabitants of the Town (the “System”); and

WHEREAS, the Council serves as the governing body of the Enterprise; and

WHEREAS, under TABOR, the Enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, the Council finds and determines that it is in the best interest of the Town to make improvements to its water treatment system (the “Project”); and

WHEREAS, the Town has made an application to the Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State, for a loan to finance all or a portion of that cost of the Project; and

WHEREAS, the Council has determined that in order to finance all or a portion of the costs of the Project, it is necessary and advisable and in the best interests of the Town for the Town to enter into a loan agreement (the “Loan Agreement”) with the CWRPDA, pursuant to which the CWRPDA shall loan the Town an amount of not more than \$2,025,600 (the “Loan”) for such purposes; and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the “Bond”) to be issued by the Town to the CWRPDA; and

WHEREAS, the Town’s obligations under the Loan Agreement and the Bond (collectively referred to as the “Financing Documents”) shall constitute a revenue obligation of the Town payable from the Pledged Property (as defined in the Loan Agreement); and

WHEREAS, pursuant to TABOR, Section 10.4 of the Charter, Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”) and the Enterprise Act, the Financing Documents may be approved by the Council without an election; and

WHEREAS, the forms of the Financing Documents are on file with the Town Clerk; and

WHEREAS, the Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond; and

WHEREAS, none of the members of the Council have any financial interest or other potential conflicting interests in connection with the authorization or execution of the Financing Documents, or the use of the proceeds thereof; and

WHEREAS, the Town has previously entered into a loan agreement with the CWRPDA for a loan in the amount of \$1,900,000, dated May 25, 2010 (the “2010 Loan”), a separate loan agreement with the CWRPDA for a loan in the amount of \$400,000, dated February 29, 2012 (the “2012 Loan”), and a separate loan agreement with the CWRPDA for a loan in the amount of \$2,500,000, dated May 1, 2017 (the “2017 Loan” and with the 2010 Loan and the 2012 Loan, the “Prior Loans”); and

WHEREAS, the Prior Loans are secured by a lien on the Pledged Property;

WHEREAS, the lien on the Pledged Property securing the Loan will be subordinate to the lien on the Pledged Property securing the Prior Loans; and

WHEREAS, except to secure the Prior Loans, the Loan and the Bond, the Town has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue may now be pledged lawfully and irrevocably to the payment of the Bond.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO:

Section 1. Determinations. The Council hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 2. Approvals, Authorizations, and Amendments. The forms of the Financing

Documents are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the “Mayor”). The Mayor and the Town Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved pursuant to this Ordinance.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, the Town Clerk, the Finance and Human Resources Director and the Public Works Director or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor or the Town Manager the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 4:

- i. the interest rate on the Loan;
- ii. the principal amount of the Loan;
- iii. the amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv. the dates on which the principal of and interest on the Loan are paid;
- v. the existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- i. the interest rate on the Loan shall not exceed 2.50%;

- ii. the principal amount of the Loan shall not exceed \$2,025,600; and
- iii. the final maturity of the Loan shall not be later than December 31, 2055.

Section 5. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain recitals that the Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Resolution, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bond.

Section 9. Limited Obligation; Special Obligation. The Loan Agreement and the Bond are payable solely from the Pledged Property (as defined in the Loan Agreement), and the Loan Agreement and the Bond do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither the CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 11. Town Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor, the Town Manager, the Finance and Human Resources Director and the Public Works Director are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the Town, the Bonds or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 12. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 13. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by the CWRPDA.

Section 14. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 15. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 16. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 17. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the Town and the CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 18. Recordation. A true copy of this Ordinance, as adopted by the Council, shall be numbered and recorded on the official records of the Town. The adoption and publication of this Ordinance shall be authenticated by the signatures of the Mayor and the Town Clerk, and by a certification of publication.

Section 19. Publication and Effective Date. This Ordinance shall be in full force and effect five days after public notice (including publication) following final passage.

[Remainder of page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED POSTED THIS 2nd DAY OF DECEMBER, 2019, AND A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, ON THE 16TH DAY OF DECEMBER, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

(SEAL)

ATTEST:

Lynelle Stanford, Town Clerk

APPROVED AND ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS 16TH DAY OF DECEMBER, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

(SEAL)

ATTEST:

Lynelle Stanford, Town Clerk

STATE OF COLORADO)
)
 COUNTY OF GUNNISON) SS.
)
 TOWN OF CRESTED BUTTE)

I, Lynelle Stanford, the duly appointed, qualified and acting Town Clerk of the Town of Crested Butte, Colorado (the “Town”) do hereby certify:

1. That at a regular meeting of the Town Council of the Town (the “Council”) held on December 2, 2019, the Ordinance was introduced on first reading in writing by a member of the Council and read in full, or, if copies were made available to the Council and the public, was read by title only.

2. That following the first reading of the Ordinance, at least two members of the Council voted to approve the scheduling and holding of a public hearing on December 16, 2019 (the “Public Hearing”), which is not earlier than seven days after the first reading, as follows:

Name	“Yes”	“No”	Absent	Abstain
James A. Schmidt, Mayor				
Will Dujardin, Mayor Pro-Tem				
Chris Haver				
Mallika Magner				
Mona Merrill				
Candice Bradley				
Laura Mitchell				

3. That the Council caused the notice of the Public Hearing, in the form attached hereto as **Exhibit A**, to be published at least two days prior to the Public Hearing.

4. That, at the Public Hearing, the Ordinance was read in full, or, if copies of the Ordinance were made available to the Council and the public, the Ordinance was read by title only.

5. That, following the Public Hearing and second reading of the Ordinance, at least four members of the Council voted to approve and adopt the Ordinance, as follows:

Name	“Yes”	“No”	Absent	Abstain
James A. Schmidt, Mayor				
Will Dujardin, Mayor Pro-Tem				
Chris Haver				
Mallika Magner				
Mona Merrill				
Candice Bradley				
Laura Mitchell				

6. That, following the approval and adoption of the Ordinance and in accordance with Section 4.11 of the Town Charter, the Council caused copies of the Ordinance to be posted in three public places within the Town and a public notice containing a brief description of the ordinance, its effective date and a statement that copies are available for inspection at the Town Hall of the Town, to be published. The affidavit of publication is attached hereto as **Exhibit B**.

7. That the foregoing pages are a true, correct, and complete copy of the Ordinance approved and adopted by the Council on second reading at a regular meeting of the Council held at the Town Hall of the Town on December 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of December, 2019.

(SEAL)

Town Clerk

EXHIBIT A

Notice of Public Hearing

EXHIBIT B

Affidavit of Publication



COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

Logan Tower Bldg - Suite 620, 1580 Logan Street, Denver, Colorado 80203-1942
303-830-1550 • Fax 303-832-8205 • info@cwprda.com

February 1, 2019

Shea Earley
Town of Crested Butte
PO Box 39
Crested Butte, CO 81244

Re: Drinking Water Revolving Fund ("DWRF") Loan Approval

Dear Mr. Earley:

On January 30, 2019, the Board of Directors of the Colorado Water Resources and Power Development Authority approved the Town of Crested Butte for a \$2,025,600 DWRF direct loan. The loan is for a term of up to 20 years at an interest rate of 2.5%.

We look forward to working with you and your attorneys towards a successful loan closing. Please call me at (303) 830-1550, extension 1012 or email me at wwilliams@cwprda.com with any questions.

Sincerely,

Wesley Williams
Sr. Financial Analyst

CC: Kim Crawford, (via email)
Barbara Green, (via email)
Leanne Miller, (via email)
Evan Butcher, (via email)
Randi Johnson-Hufford, (via email)
Joe McConnell, (via email)



To: Mayor Schmidt and Town Council
From: Michael Yerman, Community Development Director
Subject: **Slate River Annexation Public Hearing Continued from September 3, 2019**
Date: December 16, 2019

Background:

The Slate River Major Development application started with an annexation petition request to the Town in the fall of 2014 by Cypress Equities (Developer). After a year of negotiations, the proponents withdrew their application for annexation with the Town. At this time, the County was approached by the developer about the possibility of a major subdivision in the County.

In 2016, negotiations with the Town about extending sewer service to the development resulted in the Town and the developer executing the first of three agreements: a pre-annexation agreement, an amended pre-annexation agreement and a second amendment to the pre-annexation agreement. The Pre-Annexation Agreement, Reception #638399, created a hybrid development project in which a portion of the development would occur in the unincorporated area of the County (Aperture Subdivision), followed by the annexation of the remaining property into the Town (West Remainder Parcel, aka Slate River Subdivision). The Slate River would serve as the dividing line between the Town and unincorporated development. In exchange for sewer service, the developer dedicated six parcels to the Town on the western portion of the development to serve as public uses, affordable housing, passive park space, and open space. These parcels will be platted and annexed under the Town's Municipal Code regulations.

An amendment to the Pre-Annexation Agreement was negotiated after the developer went before the County Planning Commission and Board of County Commissioners (BOCC). Concerns about the developer's plans for water supply resulted in an additional request for Town water. At this time, the Amendment to the Pre-Annexation Agreement, Reception #643828, was agreed upon to extend water service to the development in the County in exchange for senior water rights in the McCormick Ditch among other conditions. These two recorded agreements will be referenced as "Pre-Annexation Agreements" for the remainder of the memo.

Both, the Pre-Annexation Agreement and the Amended Pre-Annexation Agreement, were bound to the County's approval of the Aperture Major Subdivision of 23 residential lots on the eastern portion of the site. The County has approved the Aperture Major Subdivision which has set in motion the need for the execution of several agreements. The approval of the Aperture Major Subdivision in the County sets in motion the Town's annexation process and voluntary clean up (VCUP) of the former landfill area.

After approval of the County's Aperture Major Subdivision, the Second Amendment to the Pre-Annexation Agreement, Reception #656557 was executed to clarify additional provisions that were necessary for the VCUP, construction of landscaping and fencing on Town property, and the construction of utilities. A working draft document was prepared by the Town Attorney that combined the Pre-Annexation Agreement and amendments.

Slate River Annexation Public Hearing:

The Town received an annexation petition and prepared a Sketch Plan Application for annexation. Resolution 4, Series 2019 found the annexation petition in substantial compliance and set the beginning of the annexation public hearing for April 15, 2019.

The Colorado Annexation Act requires the annexation hearing to begin no less than 30 or more than 60 days from the Resolution of Substantial compliance. Additionally, the subdivision and zoning of the property need to be finalized before the Town can complete the annexation process. Town Council, acting as the Planning Commission, held the first of the subdivision hearings on April 8, 2019, and approved the Sketch Plan with conditions. The Planning Commission then needs to approve the Major Subdivision Preliminary Plan application. The staff is requesting the Council schedule a special meeting as the Planning Commission the week of October 14 or the week after. Council needs to also approve the zoning for the property.

The following is the anticipated schedule moving forward and relevant code citations:

December 16- Council Annexation hearing (continued from September 3rd)

Opens Annexation hearing, takes one-hour testimony, and continues to date certain. The Council will be provided this updated schedule at that meeting.

November 27-Preliminary plan application submitted

Staff submits Preliminary Plan Application and sends to referral agencies

[Sec. 17-5-40(c)]

Week of January 13 (45 days after application)- Planning Commission subdivision preliminary plan hearing

Public hearing and action on Preliminary Plan

[Sec. 17-5-40(i), see Sec. 17-5-40(j)(1) and 17-5-40(j)(3)(a) for standards]

March 2 - Staff initiates Zoning Amendment ordinance for new R1F-Residential zoning district and prepares ordinance to rezone annexed property. [Sec. 16-23-30]

NOTE: Schedule for zoning reflects Staff recommendation characterizing BOZAR review of sketch plan/ proposed zoning as the referral to BOZAR of the zoning application required by 16-23-40.

March 16- Council Meeting

First Reading, Subdivision Improvements Agreement for Tracts 1-6

First Reading, Ordinance Amending Zoning Code to create new R1F-Residential zone district

First Reading, Annexation Agreement (restated Pre-Annexation Agreements as amended limited to terms that survive annexation of property.)

First Reading, Annexation Ordinance
First Reading, Ordinance Zoning Property

Tentative Special Meeting March 30- **Council combined hearing/continuation of Annexation Hearing.**

Council opens the combined public hearing and takes testimony on:

- a. Proposed annexation;
- b. Proposed zoning; and
- c. Proposed subdivision final plan in its capacity as Planning Commission.

Council adopts a resolution pursuant to Sec. 31-12-110 of the Annexation Act making findings of fact.

Council adopts by ordinance final annexation agreement.

(Note: Annexation Agreement must be adopted as an Ordinance because it alters code requirements.)

Council adopts ordinance annexing the property.

Council adopts ordinance creating new zoning district.

Council adopts ordinance zoning the property.

Council approves by ordinance the subdivision improvements agreement.

Convening as the Planning Commission, the Town Council approves the final subdivision plan.

Recommendation:

Following public testimony, a Council member make a motion followed by a second to continue the Slate River Annexation public hearing until a special meeting on March 30, 2020.



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Overview of purpose and process plan for Community Compass
Date: December 16, 2019

“Planning is bringing the future into the present so that you can do something about it now.” – Alan Lakein

Why Create a Long-Rang Plan for the Community?

Since coming out of the last recession, Crested Butte and the north valley have seen a number of positive changes including increased public amenities – covered ice rink, new tennis courts, more public parking, better maintenance of public spaces, improved Center for the Arts, more trails – as well as more visitors and more economic opportunity. Arguably the community has also felt increasing pressures in a variety of areas including traffic, pressures on the backcountry, increasing housing costs, shortages of employees, parking, and outgrowing the school to name a few.

The Town Council has had more or less the same values statement on the side of every Council agenda since 2011:

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*

But what happens when these values conflict? A simple example could be: “should the Town consider placing solar panels on the south facing roof of the historic Town Hall?” A more complicated recent example is “should the Town support a 200+ unit rental housing project 2 miles south of town?” Or how about, “should the Town increase density limits and decrease parking requirements to allow for more housing in town?”, or “RTA continues to expand trips up and down

the valley yet vehicles on the road between Gunnison and Crested Butte increased by 10% last summer, so what more can we do?”

As leaders of the community who are faced with complex questions and decisions on behalf of the community, having a rich and robust understanding of how the constituency envisions a positive future can be a very useful guide when faced with decisions that need to be made today. With a clear vision of where the community wants to be in the future the Town Council can quickly and clearly make choices that keep the Town moving in the desired direction.

Sometimes we need to slow down to speed up. Solutions to the complex questions facing the community are available and it may be helpful to slow down for a few months to allow time for a deeper dialogue and understanding of the challenges so that we can then focus our intention and energy on the solutions.

What is the Crested Butte Community Compass?

Residents and visitors recognize that the town of Crested Butte is a special place for people due to our authentic historic character and human-scale built environment nestled against the backdrop of the rugged West Elk Mountains. It is a locale where man-made, social and natural environments intertwine to create a rarified place in which to live, work, visit, recreate, contemplate and protect. The Crested Butte Community Compass will envision and weave together these essential public values and goals into a positive, proactive set of guideposts that inform discussions and guide decisions now and in the future.

The Compass will be an extensive public engagement process that will result in a concise document capturing the unique voice of the Crested Butte Community. It will explore not only the vision and goals of the community but also the trade-offs that the community is willing to make in order to achieve its goals for the type of place we want to be. We expect the Compass will be a vision document that may include some particular examples of good or bad projects, it will not be a “to do list” that many communities create as a master plan or comprehensive plan. Rather it will be a document that describes the aspirations of the community that will inform future decision making rather than an extensive list of specific actions to pursue.

Collaboration with Mt. Crested Butte

Mt. Crested Butte is also looking to update their community plan. Our staffs and Mayors have met to have an initial discussion about how we could collaborate on the efforts to update plans for both communities. While there may some overlap in the values expressed in any final documents, we expect that each community will end up with a document that reflects their individuality as well as some similarities.

Public process seems like the obvious place to collaborate. The two communities can work together to frame and plan community outreach as the information we want to gather from residents will have a lot of overlap. Discussing both towns together may lead to recognition and appreciation of the differences as well as our similarities. Opportunities for collaboration should also be a natural outgrowth of these discussions.

The ability for the north valley to speak with authority and a unified voice cannot be overstated in a political environment where county-wide officials have been dismissive of the goals and values of the residents of this area of the county. The two towns currently enjoy the most productive working

relationship in recent memory and the opportunities for collaboration are great. If the towns can also demonstrate to county-wide officials that they should share in collaborative efforts then even more can be accomplished.

Public Process

Staff does recognize that a large percentage of our population probably has no idea what the Town does on a daily basis. So long as the streets are plowed and the water comes on, their lives are busy enough without worrying about what their municipal government is up to. Given this, we want to do our best to reach everyone who may not know they are interested in this planning process in a way that is easy for them. While there will be a couple of big events as part of the process, we would prefer to spend much of the effort on public outreach meetings with people where they already are rather than asking them to come to us. This will mean meeting with other organizations such as the PTA, Rotary, HOAs, non-profit groups and workplace staff meetings. Maybe a happy hour discussion at Kochevars, apres at the mountain or a high school basketball game?

Timeline

2019

November – mid-December – Staff drafts a sketch of a plan which we utilize to flesh out key questions and how to frame questions for the community. Begin to identify positive outcomes of possible values statements and also to troubleshoot potential roadblocks, pitfalls, or unintended consequences

December – Review strategy with department heads

December – Planning for kick-off event

2020

January – Council workshop(s) on the planning process and initial conversation about community focus points

Mid-February – Kick-off event

Late February/early March and early April– outreach to existing groups in the community. Council members welcome to attend

May – Summarize findings from outreach on community focus points

Late May – Council discussion on community focus points and define draft values statements

June – Community meeting and back to existing groups to do scenario planning exercises around values statements

July/August – Staff and Council work to refine values statements utilizing findings from scenario planning exercises

September – Draft plan

October – Council review of draft plan, Community meeting and outreach to existing groups in the community for feedback on draft plan

November – Finalize plan



Staff Report

December 16, 2019

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Request from Craig Batchelor for the Town to Allow Trees to Remain in Block 3, Lot 1 in the Crested Butte Cemetery

Date: November 27, 2019

Summary:

In the summer of 2019, Craig Batchelor had four aspen trees planted in Block 3, Lot 1, the lot he owns, in the Crested Butte Cemetery. Per the Cemetery Guidelines, no trees are to be planted in individual lots in the cemetery. The main reason for not allowing trees is that they encroach on other lots both above and below ground. The tree root systems are of particular concern as they cause disruption to the ground and disturbances to both neighboring and distal grave sites. There is a section of the cemetery designated for people to plant trees, away from grave sites. On October 10, 2019 the Town sent a letter to Batchelor asking him to remove the trees. Subsequently, Batchelor asked the Council, during Public Comment at the November 18th meeting, to consider allowing him to keep the trees. The matter was also discussed under Other Business at the same meeting.

Background:

Timeline of Batchelor's cemetery transactions:

- Block 4, Lot 5 was purchased by Batchelor on September 28, 2012.
- In 2012, Batchelor submitted a landscaping permit application for Block 4, Lot 5 requesting to plant two aspen trees. The guideline applicable in 2012 was that trees, other than spruce, could be planted in the center of lots. Batchelor did not plant the trees relevant to the application in 2012.
- Batchelor submitted a second landscaping permit application with his signature dated July 29, 2014 for Block 4, Lot 5. A bullet point on the application states that "no trees may be planted in quarter-size or in full-size lots." Batchelor's diagram for the landscaping/construction plan depicts a lot with a headstone, bench, and two aspen trees. The aspen trees were crossed out. In the text description, Batchelor appeared to initially

write there would be two bushes with text that looked to be added which were the words “Aspen,” “or,” and “no trees.”

- On July 27, 2017 Batchelor transferred his ownership with the help of Deputy Clerk Betty Warren from Block 4, Lot 5 to Block 3, Lot 1.
- Batchelor claims he called Warren at some point, and he believed that she told him he was “good to go” regarding the landscaping. Direction was given on the deed transfer, but approval was not granted related to the 2014 landscape application for Block 4, Lot 5.
- In the summer of 2019, Batchelor had four aspen trees planted on the west side of Block 3, Lot 1.
- On October 10, 2019 the Town sent a letter to Batchelor asking him to remove the trees.
- Batchelor attended the regular Council meeting on November 18, 2019 and requested the Council allow him to retain the trees.

Discussion:

The Cemetery Committee periodically reviews and determines guidelines for the cemetery. The Committee determined that prohibiting trees in the cemetery was in the best interest of the public. Multiple lot owners have requested to plant trees and have been denied. They have ultimately complied with the Guidelines, many choosing plants from the approved list. Some lot owners have purchased lots in this area of the cemetery specifically because there are no trees and they enjoy the views afforded by the lack of trees. Batchelor’s planting of trees last summer was reported to the Town by one of these adjacent owners. Allowing the trees to remain in Block 3, Lot 1 would set the precedent for allowing trees to be planted within cemetery lots into the future. The Council should consider the long-term implications of allowing the trees to remain, which would be the intrusion on existing grave sites and disturbance of unoccupied grave sites and setting precedent to allow trees in the cemetery.

Recommendation:

Staff recommends that the Town Council uphold the Cemetery Guidelines and continue to prohibit that trees be planted in the cemetery.

Attachments:

Landscaping/Construction Permit Application (2012)

Landscaping/Construction Permit Application (2014)

Letter from Town to Batchelor Dated October 10, 2019



Crested Butte Cemetery

Landscaping/Construction Permit Application

Please note that while this permit is free, approval must be obtained prior to beginning any landscaping and/or construction at the Crested Butte Cemetery.

Complete the following permit application and submit it to the Crested Butte Town Clerk's office:
Physical Address: 507 Maroon Avenue in Crested Butte, CO
Mailing Address: "Town Clerk" at P.O. Box 39, Crested Butte, CO 81224.
Fax: "Town Clerk" at 970-349-6626.

For questions or more information, please contact the Clerk's Office at 970-349-5338.

Note the following rules regarding landscaping and construction at the Crested Butte Cemetery:

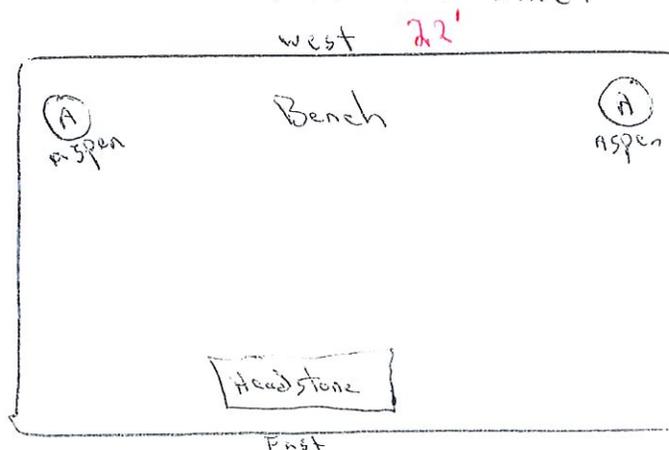
- No memorial structure or building of any kind is permitted on cemetery lots in excess of seven (7) feet in height, and no above-ground mausoleum or crypt of any kind is permitted.
- The planting of spruce trees is not permitted. No trees may be planted in quarter-size lots. In full-size lots, trees other than spruce may be planted only in the center of the lot.
- Water is available from Memorial Day Weekend through Labor Day Weekend for hand watering purposes only. Hoses attached to timers or hoses left running and unattended are not allowed and will be removed.

Please describe in detail your landscaping/construction plan. Use the blank space below to diagram your project. If necessary, feel free to attach additional sheets to this permit application:

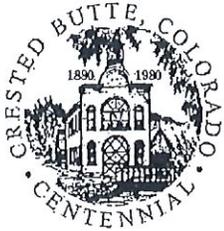
To dig a footer along all four lot lines and border with concrete

Later date: Place Headstone on East lot line centered with two Aspen and Bench on East Lot line.

Diagram:



Block 4 Lot 5
3 131
131



Crested Butte Cemetery

Landscaping/Construction Permit Application

Please note that while this permit is free, approval must be obtained prior to beginning any landscaping and/or construction at the Crested Butte Cemetery.

Complete the following permit application and submit it to the Crested Butte Town Clerk's office:

Physical Address: 507 Maroon Avenue in Crested Butte, CO

Mailing Address: "Town Clerk" at P.O. Box 39, Crested Butte, CO 81224.

Fax: "Town Clerk" at 970-349-6626.

For questions or more information, please contact the Clerk's Office at 970-349-5338.

Note the following rules regarding landscaping and construction at the Crested Butte Cemetery:

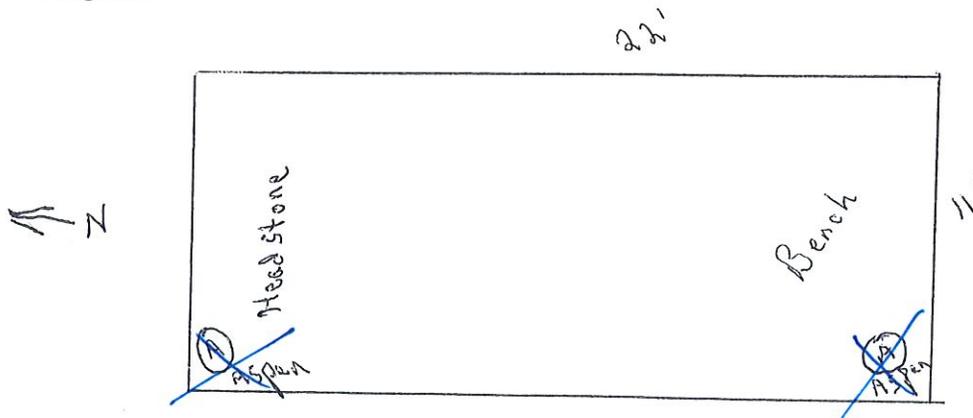
- No memorial structure or building of any kind is permitted on cemetery lots in excess of seven (7) feet in height, and no above-ground mausoleum or crypt of any kind is permitted.
- No trees may be planted in quarter-size or in full-size lots
- Water is available from Memorial Day Weekend through Labor Day Weekend for hand watering purposes only. Hoses attached to timers or hoses left running and unattended are not allowed and will be removed.

Please describe in detail your landscaping/construction plan. Use the blank space below to diagram your project. If necessary, feel free to attach additional sheets to this permit application:

Perimeter concrete border around plot.

~~Aspen or~~ ~~No trees~~
Two bushes from approved list, pavers in one 6' portion with one bench or (2) chairs. Wood chip ground coverage.

Diagram:



Hollywood
7/29/2014

Town of Crested Butte

132

P.O. Box 39 Crested Butte, Colorado 81224

-National Trust for Historic Preservation's 2008 Dozen Distinctive Destinations Award Recipient-

-A National Historic District-

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

October 10, 2019

Mr. Craig Batchelor
PO Box 1969
Crested Butte, CO 81224

Hi Craig:

I wanted to follow up with you regarding the planting of trees on individual lots in the Crested Butte Cemetery. The original Landscaping/Construction Permit you submitted was connected to the lot you purchased in 2012 (Block 4, Lot 5). In July of 2017, you transferred your deed to Block 3, Lot 1. Your most recent permit application was submitted and signed by you on July 29, 2014. I have enclosed a copy of that application, which states that "No trees may be planted in quarter-size or in full-size lots".

Unfortunately, the four aspen trees you planted will need to be removed at your earliest convenience. Bushes from the approved list, pavers, and benches/chairs are permitted. The perimeter concrete and fencing you installed are within the Guidelines. The Cemetery Guidelines are enclosed for your review.

Sincere thanks for your cooperation. If you have any questions, please contact Lynelle Stanford at (970) 349-5338, or via email at lstanford@crestedbutte-co.gov.

Sincerely,



Betty Warren
Deputy Town Clerk



Crested Butte Cemetery

Landscaping/Construction Permit Application

Please note that while this permit is free, approval must be obtained prior to beginning any landscaping and/or construction at the Crested Butte Cemetery.

Complete the following permit application and submit it to the Crested Butte Town Clerk's office:
Physical Address: 507 Maroon Avenue in Crested Butte, CO
Mailing Address: "Town Clerk" at P.O. Box 39, Crested Butte, CO 81224.
Fax: "Town Clerk" at 970-349-6626.

For questions or more information, please contact the Clerk's Office at 970-349-5338.

Note the following rules regarding landscaping and construction at the Crested Butte Cemetery:

- No memorial structure or building of any kind is permitted on cemetery lots in excess of seven (7) feet in height, and no above-ground mausoleum or crypt of any kind is permitted.
- No trees may be planted in quarter-size or in full-size lots
- Water is available from Memorial Day Weekend through Labor Day Weekend for hand watering purposes only. Hoses attached to timers or hoses left running and unattended are not allowed and will be removed.

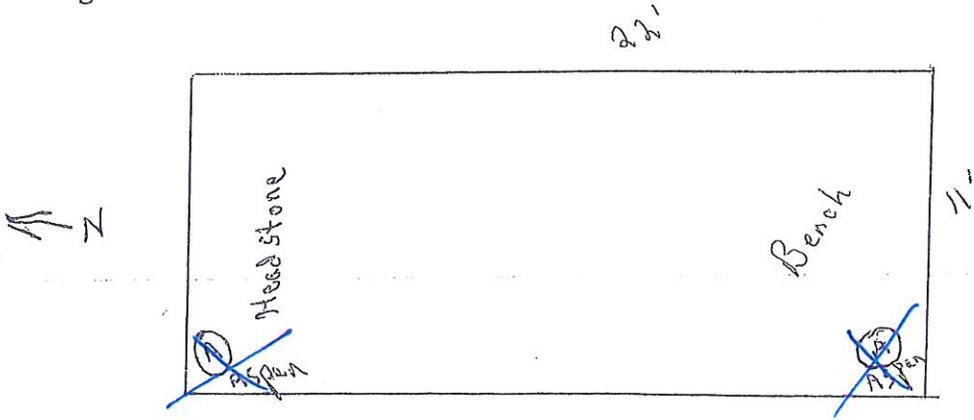
Please describe in detail your landscaping/construction plan. Use the blank space below to diagram your project. If necessary, feel free to attach additional sheets to this permit application:

Perimeter concrete border around plot.

~~Aspen or~~ ~~No trees~~
Two bushes from approved list, pavers in one 6' portion with one bench or (2) chairs. Wood chip ground coverage.

Diagram:

Hollywood
7/29/2014



Crested Butte Cemetery Information
Town of Crested Butte
P.O. Box 39,
Crested Butte, CO 81224
970-349-5338
www.townofcrestedbutte.com

(Revised 8/2019)

The Crested Butte Cemetery is located approximately ¼ mile north of the Town of Crested Butte. There is a reference map and a listing of burial and ownership records at the entrance to the Cemetery for your convenience. This information is also available on the Town's website at www.townofcrestedbutte.com or by contacting the Clerk's Office at 970-349-5338.

The Crested Butte Cemetery is very historic, simple, and natural as opposed to some cemeteries that are maintained and manicured. Also, historically and sometimes still to this day families are buried together in large plots many times bordered by stone, wood or metal fence. This may speak to both cultural and religious differences.

Preserving the integrity of the cemetery is the highest priority of the Cemetery Committee and Staff. The materials and scale should stay within the tradition that is currently represented at the cemetery. Please be aware that the climate is extremely harsh and plot owners need to adhere to the Guidelines below. Also, remember that the maintenance for the plot and any landscaping is the owner's responsibility.

Cemetery Lots:

- Full-size lots measure 22 feet by 11 feet and can be purchased for \$1000. Each full-size lot can hold up to four caskets, numerous urns, or a combination of caskets and urns.
- Quarter-size lots measure 5.5 feet by 11 feet and can be purchased for \$300. Each quarter-size lot can hold one casket or a number of urns.
- The Town does not provide maintenance at the cemetery.
- Water is available from Memorial Day weekend through Labor Day weekend for hand watering purposes only. Hoses attached to timer devices or hoses left unattended will be removed.
- After the initial purchase of a cemetery lot, the deed can be transferred by exchanging the existing deed for a new deed. To transfer a deed, please contact the Town Clerk's Office. The consideration paid for a new deed may not exceed the initial purchase price of the lot.

Headstones:

- No memorial structure or building of any kind is permitted on cemetery lots in excess of five (5) feet in height, and no above-ground mausoleum or crypt of any kind is permitted.
- No wider than the individual plot.
- Materials currently seen are stone, wood, metal, and skis and are the materials that are generally encouraged.

Fencing:

- Natural, durable materials are suggested. Stone, metal, concrete, wood and railroad ties are most commonly seen. Reminder that due to the harsh climate, wood does require maintenance.
- Plastic fencing is not permitted.
- Height of fencing shall be limited to 4' 6" (54 inches) or below.

Landscaping:

- You may landscape or otherwise improve your lot only after obtaining a landscaping/construction permit from the Clerk's Office (no charge for the permit).
- Substrates currently used are stone, natural vegetation, wood chips and/or mulch.
- Please see attached list of suggested native plants and wildflowers.
- No trees may be planted in quarter-size or in full-size lots, as roots tend to invade neighboring plots.
- Trees however can be planted in designated areas, as shown on map. The continued care and upkeep of the planted tree is the responsibility of the person who plants it.
- Plot owners are encouraged to weed and maintain their plot, as necessary, to ensure that noxious weeds do not become a problem.

Burials:

- Obtain an interment permit from the Town Clerk's Office to schedule a burial.
- For casket burials, the Town must be provided with a burial transport permit or an "authority for final disposition" indicating the block and lot number for the burial, as well as birth and death dates. For all burials, the Town must be provided with a copy of the death certificate. It is very important that you provide this information for record keeping purposes.
- The Town of Crested Butte is the only authorized excavator for casket interments. The Town allows family members or friends to excavate for cremain interments; however an Interment Permit must be approved beforehand (no charge for the permit). The Town is available to excavate for cremain interments upon request.
- Please contact the Clerk's Office for information regarding winter burials.
- In accordance with State of Colorado law, no burial of pets is permitted.

To obtain Crested Butte Cemetery Permit Applications (Interment Permit and/or a Landscaping/Construction Permit) please contact the Clerk's Office at 970-349-5338. Permit applications are available on the Town's website at www.townofcrestedbutte.com.

Note: Cemetery rules and regulations are subject to change.



Staff Report

December 16, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Planner I

Thru: Michael Yerman, Community Development Director

Subject: Resolution No. 25, Series 2019: A Resolution of the Crested Butte Town Council Endorsing the Declaration of a Climate Emergency and Reaffirming Crested Butte's Commitment to Climate Action

Background: In 2018, the Town Council set a five-year goal to reduce the Town's municipal greenhouse gas emissions by 50% and the community's greenhouse gas emissions by 25%. This goal showed a climate action commitment by the Town Council and led to this year's climate action planning process. The attached Climate Action Plan (CAP) is ready for adoption, after a robust community outreach process throughout this past fall, which included presentations to the boards of all involved entities (including the intergovernmental dinner), a Town Council work session, and a public event which had over 175 attendees.

While this initial climate action commitment is noble and already proves quite challenging, many have expressed that this goal does not come close to where the Town needs to be to combat the global climate crisis. In 2018, the Intergovernmental Panel on Climate Change (IPCC) reported that in order to limit global warming to 1.5 degrees Celsius, we only have 12 years (by 2030) to act by cutting our greenhouse gas emissions by more than 45 percent. This prediction provides a 50% chance of staying below 1.5 degrees Celsius. If the world continues with business as usual by emitting today's level of greenhouse gas emissions, the remaining carbon dioxide budget will be used up in 8.5 years.

In October 2019, Mayor Jim Schmidt, Councilman Will Dujardin, and Town Staff, attended *Mountain Towns 2030*, organized by Park City, Utah, which discussed how mountain communities, while threatened by climate change, can take significant action to set the example and send a strong message about acting on this global crisis. Many of the mountain communities at summit set a goal of net-zero carbon emissions by 2030.

After attending the summit, Town Council directed Town Staff to draft a resolution declaring a climate emergency and solidifying the Town's commitment to climate action. Over 1,120 jurisdictions and local governments representing over 285 million citizens have declared a climate emergency to date. Climate change action will require every level of activation, from individual behavioral changes, to local government policies, to federal legislation, to global partnerships. Local governments can play a critical role in achieving a national and worldwide climate emergency mobilization, while reaffirming to our community what actions we will take locally.

Climate Emergency Resolution Overview: Resolution No. 25, Series 2019 recognizes the actions that both Crested Butte and the state of Colorado have taken, while acknowledging the additional goals that the Town of Crested Butte commits to including:

- Officially adopting the 2019 Climate Action Plan, which, with appropriate financial and regulatory assistance from state and federal authorities, will meet the Town's five-year goal of reducing the Town's emissions by 50% and the community's emissions by 25%
- Setting a new longer-term goal of powering the Town with 100% renewable electricity by 2030 and achieving Town-wide net-zero greenhouse gas emissions as quickly as possible and no later than 2030
- Considering climate change impacts in Town Government decision making
- Supporting land conservation efforts that foster carbon sequestration
- Ensuring a just transition for residents and accelerate adaptation and resilience strategies for our community
- Working with neighboring entities, governments and organizations through large-scale, regional transit, waste, energy, and land-use solutions
- Continuation of advocating at the state and federal level for climate change legislation
- Supporting community and local climate action initiatives

Climate Action Plan Overview: Resolution No. 25, Series 2019 will officially adopt the 2019 Crested Butte CAP. The 2019 CAP is focused on policies and projects that the Town will implement and/or partner on to begin to significantly reduce our GHG emissions. While this CAP is focused on emissions reduction strategies, the Town recognizes that it must also increase its work on carbon sequestration efforts including supporting land conservation, regenerative agriculture and local food production. By adopting the plan through the declaration of a climate emergency, the Town of Crested Butte commits to reaching its short-term climate action goals while recognizing that we must do more and work towards becoming a net-zero community by 2030.

Climate Action Plan Process: The Town engaged Navigant Consulting to facilitate and develop the CAP with the Town based on their global expertise in conjunction with their local connection, as two members of their team reside in Crested Butte and are actively involved in the local community.

The development of the CAP involved Town Council members, multiple Town Staff departments, and many stakeholders representing various entities and community interests to develop implementation plans to help the Town meet our short-term climate action goals.

CAP Stakeholder Committee

- Nicole DelSasso, *Project Manager (Navigant) & Sustainable CB Representative*
- Mel Yemma, *Project Manager (Town) & Planner I*
- Jim Schmidt, *Mayor*
- Will Dujardin, *Town Council Member*
- Dara MacDonald, *Town Manager*
- Shea Earley, *Public Works Director*
- Dale Hoots, *Facilities Manager*
- Michael Yerman, *Community Development Director*
- John Cattles, *Sustainable Operations Director, Gunnison County*
- Patrick Church, *Precise Painting, Community Representative*
- Kent Cowherd, *Architect, Community Representative*
- Janet Farmer, *Mayor, Mt. Crested Butte*
- Matt Feier, *Director of Planning and Sustainability, Crested Butte Mountain Resort*
- Nola Hadley, *Student, Youth Representative*
- Betsy Kolodziej, *Teacher, Crested Butte Community School*
- Roman Kolodziej, *Council Member, Mt. Crested Butte*
- Chris Larsen, *Transit Manager, Mountain Express*
- Rob Leivo, *Vice President, Marketing, Atmos Energy*
- Jason MacMillan, *Delta Brick and Climate Company, Western MEM Candidate, Community Representative*
- Mike McBride, *Chief Executive Officer, Gunnison County Electric Association*
- Ashley UpChurch, *Executive Director, Crested Butte/ Mt. Crested Butte Chamber of Commerce*
- Todd Wasinger, *Teacher, Crested Butte Community School*

CAP Timeline: The CAP process and timeline reflects a robust public process that included multiple opportunities for community feedback. The timeline below provides an overview of the process. The Town received multiple comments and questions on the CAP, and comments that were feasible with the discussions amongst the CAP committee were incorporated into the plan, while other ideas were shared at the public meeting and will be considered as implementation begins.

- **June:** Review of Current Town Plans and 2017 GHG inventory
- **July:** CAP Kick-Off
- **July-September:** CAP Stakeholder Meetings and Strategy Prioritization
- **September-October:** Draft CAP Development
- **October 31:** Publish Draft CAP for Community Review
- **October-November:** Presentation of Draft CAP to partnering entities, organizations, and boards
- **November 4:** Presentation of Draft CAP at Town Council Work Session
- **November 22:** Draft CAP Comment Deadline
- **December 4:** Presentation of Final Draft CAP
- **December 16:** Town Council CAP Adoption and Declaration of Climate Emergency

Climate Action Plan Strategies: The following table shows an overview of the strategies included in the CAP. The final draft of the CAP is attached to this staff report.

Key Strategies:

Green = Regional Partnership | *Italics = Policy*

<p><u>Building Energy Use</u> <i>(4,000 mtCO_{2e} reduction potential)</i></p> <p><i>(1) Adopt consistent, county-wide above-building-code standards</i> -Review current Town building code requirements to determine immediate opportunities for increased building efficiency <i>-Convene county-wide working group to discuss potential of moving toward net-zero building codes</i> -Stay apprised of electric heating systems technology and consider working towards a building electrification policy</p> <p><i>(2) Mandate sleep mode technology for commercial and residential buildings in the Town</i></p> <p><i>(3) Drive and support deep energy retrofits for existing buildings</i> -Retrofit Municipal Buildings utilizing Colorado’s energy performance contracting program (currently underway) <i>-Support GV-Heat to have their services utilized more in the northern Gunnison Valley</i> -Educate the community of existing programs and rebate opportunities for energy efficiency upgrades -Develop and launch a “Green Deed” program to incentivize energy efficiency retrofits in exchange for deed-restrictions <i>-Discuss an implement an energy benchmarking policy for commercial and for-sale residential buildings</i></p>	<p><u>Renewable Energy</u> <i>(8,000 mtCO_{2e} reduction potential)</i></p> <p>(1) Enroll the full community in GCEA’s Green Power Program</p> <p>(2) Install on-site solar on Municipal Buildings</p> <p>(3) Reduce barriers for community members to access solar energy -Seek SolSmart designation and determine ways to reduce barriers to solar (if existing) in current building and zoning codes and guidelines <i>-Work with GCEA to expand the community solar garden (and encourage GCEA to continue offering the monthly lease option)</i></p> <p>(3) Partner with GCEA to construct a local, utility-scale solar array (1-2 MW)</p> <p>(4) Support GCEA in constructing a hydro generation plant on the Taylor Dam (200-400 kW)</p>
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<u>Transportation</u> (1,000 mtCO _{2e} reduction potential)	<u>Waste Reduction</u> (100 mtCO _{2e} reduction potential)
<p>(1) Increase electric vehicle (EV) adoption through education, charging stations and prioritized parking</p> <ul style="list-style-type: none"> -Convert Town fleet to electric as vehicles come up for replacement and technology evolves -Support Mountain Express in converting to zero emissions technology -Encourage other governmental fleets and the School District to convert to EV technology <p>(2) Discourage single occupancy vehicle (SOV) use through no-car zones, bike and bus infrastructure</p> <ul style="list-style-type: none"> -Require all Crested Butte lodging establishments to provide bikes and bike parking and educate visitors on how to reduce car use -Work with the School District to encourage students to not drive to school -Continue to measure river demographics and expand bus routes and hours including new circulator routes -Develop a regional transportation plan to define policies, goals, investments and designs for multi-model transit infrastructure including parking areas and no-car-zones. 	<p>(1) Install an industrial-scale composting facility (or anaerobic digester) and require community-wide composting</p> <ul style="list-style-type: none"> -Conduct regional waste stream analysis and facility feasibility study <p>(2) Implement Policies to reduce waste and work towards becoming a zero-waste community</p> <p>(3) Educate the community about waste reduction and recycling (Sustainable CB)</p> <p>(4) Support community initiatives that reduce waste</p> <ul style="list-style-type: none"> -Support the Crested Butte/Mt. Crested Butte Chamber of Commerce Green Business Stamp Initiative -Incentivize and then enact policy requiring zero-waste plans for all special events

Recommendation: Town Staff recommends that a council member make a motion, followed by a second, to approve Resolution No. 25, Series 2019: A Resolution of the Crested Butte Town Council Endorsing the Declaration of a Climate Emergency and Reaffirming Crested Butte's Commitment to Climate Action, therefore adopting the 2019 Crested Butte Climate Action Plan.

By doing so, the Town Council is sending a strong message to our community about the short-term commitments and actions that the Town is ready to make, while setting new longer-term goals and recognizing that climate action is a top priority of the Town Council.

**RESOLUTION NO. 25
SERIES 2019**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ENDORSING THE
DECLARATION OF A CLIMATE EMERGENCY AND REAFFIRMING CRESTED
BUTTE'S COMMITMENT TO CLIMATE ACTION**

WHEREAS, in April 2016, world leaders recognized the urgent need to combat climate change by signing the Paris Agreement, agreeing to keep global warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C;” which is in itself not safe for humanity; and

WHEREAS, in October 2018, the United Nations released a special report which projected that limiting warming to the unsafe 1.5°C target this century will require an unprecedented transformation of every sector of the global economy over the next 12 years; and

WHEREAS, in 2018, the 4th Annual National Climate Assessment was released and illustrates the massive threat that climate change poses to the American economy, our environment and climate stability, and underscores the need for immediate action to address a climate emergency at all levels of government; and

WHEREAS, the increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather brought on by climate change demonstrate that the Earth is too hot to be a safe environment; and

WHEREAS, the United States of America has disproportionately contributed to the climate and ecological emergencies and thus bears an extraordinary responsibility to rapidly solve these crises; and

WHEREAS, humanity can no longer safely emit greenhouse gasses and must demand an emergency mobilization effort to rapidly reach zero emissions across all sectors of the economy; to rapidly and safely drawdown and remove all the excess carbon from the atmosphere at emergency speed and until safe, pre-industrial climate conditions are restored; and to implement measures to protect all people and species from the consequences of abrupt climate breakdown; and

WHEREAS, building a society that is resilient to the current, expected, and potential effects of climate change will protect health, lives, ecosystems, and economies, and such resilience efforts will have positive impact even when the most dramatic potential consequences of climate change are taken into account; and

WHEREAS, justice means that climate resilience efforts must simultaneously address the specific experiences, vulnerabilities and needs of marginalized communities within and

outside of our jurisdiction, and these members of our community must be centered, included and supported in actively engaging in climate resilience planning, policy, and actions; and

WHEREAS, addressing climate change equitably requires transition from fossil fuels to emissions-free, renewable energy that is ecologically sustainable for all people, especially those most impacted by climate change today and those who will be most impacted in the future; and

WHEREAS, the Town of Crested Butte is joined in acting on climate change by a global coalition of city, state and national governments and community and private sector leaders who have declared or officially acknowledged the existence of a global climate emergency and recognizes the importance of actions to protect and enhance the well-being of current and future generations; and

WHEREAS, the State of Colorado has created a roadmap to reach 100% renewable energy by 2040, and in 2019, passed HB19-1261, which sets a statewide goal to reduce greenhouse gas emissions by 50% by 2030 and 90% by 2050.

WHEREAS, the Town of Crested Butte values a sustainable and healthy community, embraces resource efficiency and environmental stewardship, and has a history of working towards a more sustainable community from preserving open space to enacting policies and projects to reduce the Town's environmental footprint; and

WHEREAS, in 2018, the Crested Butte Town Council set an aggressive five-year goal to reduce the Town's municipal greenhouse gas emissions by 50% and the community at-large's emissions by 25%. and in 2019, created a Climate Action Plan through holding multiple community meetings and utilizing input from a wide variety of stakeholders to develop a roadmap to reach this goal; and

WHEREAS, the Town of Crested Butte is committed to reaching this goal but understands that it must do more to be a leader regionally and among mountain towns to achieve net-zero carbon emissions; and

WHEREAS, Crested Butte and our neighboring municipalities and counties have the insight, drive, and capacity for aggressive climate action, and when we work together across social and geographic borders, we can build transformative networks to combat climate change in our region.

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

1. The Town of Crested Butte commits to a Town-wide mobilization effort to reverse global warming and the ecological crisis, starting with the adoption of the 2019 Crested Butte Climate Action Plan, as shown in Exhibit A, which, with appropriate financial and regulatory assistance from state and federal authorities, will meet the Town's five-year goal of 50% municipal greenhouse gas emissions reductions and 25% community-wide greenhouse gas emissions reductions by 2023.

2. The Town of Crested Butte will work to reverse global warming beyond this 5-year goal by striving to power the Town with 100% renewable electricity by 2030 and achieving Town-wide net-zero greenhouse gas emissions as quickly as possible, and no later than 2030.
3. The Town of Crested Butte will additionally initiate an effort to safely drawdown carbon from the atmosphere through land conservation and land use planning efforts supporting carbon sequestration.
4. The Town of Crested Butte will ensure a just transition for residents and accelerate adaptation and resilience strategies for the community in preparation for intensifying local climate impacts.
5. The Town of Crested Butte will work with neighboring entities, governments and organizations to work regionally towards reversing global warming through large-scale transit, waste, energy, and land use solutions.
6. The Town of Crested Butte will continue advocating at the state and federal level for climate change legislation through participation in Colorado Communities for Climate Action and by actively advocating for relevant climate policy.
7. Town staff will inform the Crested Butte Town Council of how projects and policies will have an impact on climate change and the Crested Butte Town Council will discuss and consider climate change impacts in their decision making.
8. The Town of Crested Butte recognizes that the full participation, inclusion, support, and leadership of the youth, local businesses, community organizations, visitors, and all members of the Crested Butte community are integral to the climate emergency response and mobilization efforts.
9. The Town of Crested Butte joins a nation-wide call for a regional, national, and international climate emergency mobilization effort focused on rapidly catalyzing a mobilization at all levels of government to reverse global warming and the ecological crisis.
10. The Town of Crested Butte calls on the State of Colorado, the United States Congress, the President of the United States, and all governments and people worldwide to declare a climate emergency, initiate a Climate Mobilization to reverse global warming and the ecological crisis, and provide maximum protection for all people and species of the world.
11. In furtherance of this resolution, the Mayor of Crested Butte shall submit a certified copy of this resolution to our state and federal elected representatives and request that all relevant support and assistance in effectuating this resolution be provided.

**INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE
TOWN OF CRESTED BUTTE, COLORADO THIS 21st DAY OF OCTOBER, 2019.**

TOWN OF CRESTED BUTTE, COLORADO

By: _____

James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



CRESTED BUTTE CLIMATE ACTION PLAN



Photo: Lydia Stern

December 2019

A COMMUNITY CALL TO ACTION FROM THE MAYOR



To Our Community,

The Crested Butte Climate Action Plan details the Town of Crested Butte’s commitment to taking action on climate change, by identifying aggressive greenhouse gas emissions goals and laying out implementation plans to make these targets a reality. While the actions of the Town will not change the global tide of climate change, the Town plans to be a leader by demonstrating how our local actions can have global impacts. For example, as we begin working towards installing local renewable energy generation projects, in the meantime, the Town will purchase renewable energy credits for every meter in town in 2020 to demonstrate to our energy provider the community’s commitment to supporting their efforts around transitioning to renewables. This is our first step of many, including implementing additional climate related policies and projects that you’ll learn about in this plan.

To achieve our goals, our community will need to work together through innovation, breaking down barriers, and igniting change across the State of Colorado, across the United States, and across the world. As a local government, by implementing this plan with new projects, policies, and investments in green infrastructure, we will provide our community with the tools to effect change and inspire local action.

However, the Town cannot act alone. In the end, our success will be defined by the passion of our community. The daily actions taken by our citizens will begin to reshape the global conversation and economy around climate change. Riding our bikes, taking the bus, opting into community solar gardens, energy retrofitting our homes, rethinking our diets, reducing our consumption (not just recycling), and making simple day to day life choices will define our success and demonstrate our commitment.

We are calling on our community to take action with us. By supporting this Climate Action Plan and considering individual changes to our lifestyles, we will, together, act locally, think globally, and ignite change!



Please Join Us,

Jim Schmidt, *Mayor of Crested Butte*

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INTRODUCTION



As a mountain town dependent on snowpack and a thriving outdoor recreation and tourism-based economy, the Crested Butte community views climate change as one of the most important issues facing the Town of Crested Butte (Town) today. Guided by the value of embracing resource efficiency and environmental stewardship, the Crested Butte Town Council set a 5-year goal in 2018 to reduce greenhouse gas (GHG) emissions from the Town's operations by 50% and reduce community GHG emissions by 25%, versus 2017 levels. As its first step, the Town launched the development of a new Climate Action Plan (CAP) in May 2019 to create a roadmap for establishing goals, projects, policies, and implementation strategies to meet this aggressive goal. This CAP focuses on reducing GHG emissions in the community, while keeping in mind specific measures that the Town can take to additionally reduce its municipal footprint.

The Town has a long history of environmental stewardship and climate action, including, but not limited to:

- Conserving open space in the northern Gunnison Valley
- Promoting electric vehicle (EV) use for Town operations
- Retrofitting Town buildings for energy efficiency considerations
- Updating building codes to increase energy efficiency in the built environment
- Increasing the diversion rate of the waste stream
- Promoting solar installations through multiple avenues

In 2017, the Town worked with the CS2I Lab at Western Colorado University (WCU) to develop an energy, materials, and GHG inventory, which provides a baseline for measuring the Town's progress at reducing future emissions. It also breaks out emissions by sector (e.g., transportation, buildings), revealing where it has the greatest potential for GHG reduction.

At commencement of the CAP process, the Town convened 13 stakeholders representing various local and regional entities and community representatives as part of the CAP committee to ensure comprehensive data collection, broad community support, and aligned and actionable outcomes. While this CAP is specific to the Town and community of Crested Butte, the Town recognizes that strong regional partnerships are critical for implementation. The stakeholders met monthly both as a whole and in subcommittees from July through September to identify GHG reduction strategies with the most potential and to develop implementation plans for each strategy. Stakeholders also met with community residents, businesses, and interested organizations from July through September to discuss the implementation strategies and gain feedback before finalizing the plan.



Photo: Lydia Stern

“We see global warming not as an inevitability but as an invitation to build, innovate, and effect change, a pathway that awakens creativity, compassion, and genius. This is not a liberal agenda, nor is it a conservative one. **This is the human agenda.**”

- Paul Hawken

INTRODUCTION



The Town Council set a 5-year goal in 2018 to reduce GHG emissions from the Town's operations by 50% and reduce community GHG emissions by 25%, versus 2017 levels.

Crested Butte's 5-year commitment is ambitious, but it's just the beginning. The Town is unique in its exclusive mountain location and as a vacation destination with a large second homeowner population. These characteristics also pose GHG reduction hurdles that towns and cities across the US and even other less remote mountain towns do not face. These hurdles include the cost and availability of renewable energy solutions, extreme heating costs due to the high altitude climate, and the Town's designation as a National Historic District (which can limit building efficiency). Working towards meeting the Town's 5-year goals will require a renewed focus on the big opportunities available and an innovative eye to what can be accomplished in a very short time given the unique environment. The biggest opportunities for Crested Butte include the following:

- Increasing renewable energy use
- Increasing the efficiency in new and renovated buildings
- Decreasing single-occupancy vehicle use

While determined to not be a large GHG emissions source within the Town itself, the CAP committee additionally included strategies for waste reduction in this plan.

These opportunities are discussed in detail in this document, which includes the following:

- An overview of Crested Butte's GHG emissions opportunities, summarizing the GHG inventory and identifying priority reduction opportunities
- A description of the actions the Town will take to reduce GHG emissions
- A measurement & verification (M&V) checklist to help the Town track progress in implementing the CAP

The Town is committed to achieving results and inspiring action in Crested Butte while collaborating with partners across the region, and building a powerful coalition of people who work on climate change mitigation. While this CAP is the Town's first immediate step toward significantly reducing its GHG emissions in 5 years, the Town is committed to joining the Mountain Towns 2030 commitment by working with the community and other similar mountain towns to achieve 100% renewable electricity for the Town and net-zero carbon emissions as quickly as possible, and by no later than 2030. After beginning implementation of this CAP, the Town is looking forward to initiating discussions on additional challenges relating to carbon sequestration, water quantity and quality, food production, impacts from tourism, and more.

Biggest Opportunities

Increasing renewable energy use



Increasing the efficiency in new and renovated buildings



Decreasing single-occupancy vehicle use



GHG EMISSIONS OPPORTUNITIES



In Crested Butte, the biggest opportunities for GHG reduction exist in the residential/commercial buildings and transportation sectors.

GHG EMISSIONS OPPORTUNITIES

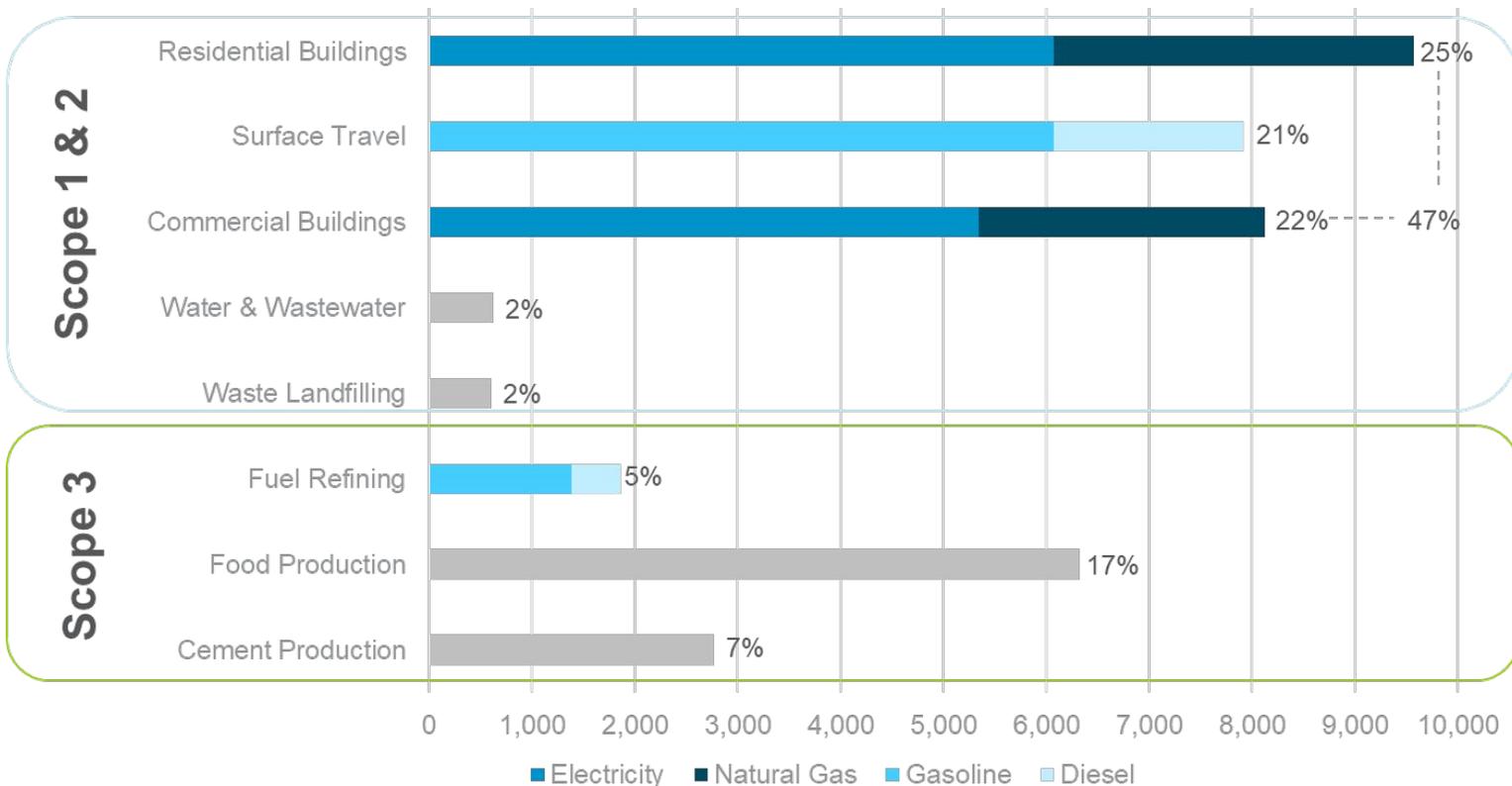


In June 2018, in coordination with Western Colorado University, the Town completed the *Town of Crested Butte, Colorado Energy, Materials, and Greenhouse Gas Emissions Inventory: 2017 Baseline & 2030 Forecast (GHG inventory)*. This GHG inventory calculates GHG emissions for in-boundary activities (scope 1 and 2), which the report defines as the emissions from buildings, surface travel, waste landfilling, and water and wastewater electricity. The GHG inventory also identifies Crested Butte’s GHG footprint, which includes out-of-bounds emissions (scope 3) from fuel refining for transportation, cement production, and food production.

The GHG inventory utilized a variety of data to calculate GHG emissions, including utility data from Gunnison County Electric Association (GCEA) and Atmos Energy, tons of waste landfilled from Waste Management, as well as estimated data including VMT (vehicle miles traveled) from the Federal Highway Administration. Overall, the GHG inventory provides the Town with a broad picture of which sectors to focus our efforts in for this CAP, while providing baseline GHG estimates to help the Town track its progress toward its goals.

The report estimates total in-boundary emissions for Crested Butte at 26,838 mt CO_{2e} for the 2017 baseline year. These emissions, measured in CO_{2e}, capture six GHGs: CO₂, CH₄, N₂O, HFCs, PFCs, and F₆. These emissions come from five sectors, the largest of which is residential buildings, accounting for 25% of the Town’s baseline. In 2017, residential buildings accounted for 8,697,045 kWh electricity use (average of 670 kWh per household per month) and 659,490 therms of natural gas use (average of 51 therms per household per month).

For the purpose of this CAP, only scope 1 and 2 emissions from the GHG inventory are considered, as the Town has the greatest control over these emissions. However, as the Town progresses in its climate action goals, scope 3 emissions will present a challenging opportunity to identify emissions reduction opportunities relating to the critical issues of food production, tourism, infrastructure/building materials, and more.



Source: Town of Crested Butte, Colorado Energy, Materials, and Greenhouse Gas Emissions Inventory: 2017 Baseline & 2030 Forecast, Center for Environment and Sustainability Community Solutions Incubation+Innovation (CS2I) Lab, Western Colorado University, June 2018.

During the CAP process GCEA realized it overestimated the residential and commercial GHG numbers it provided for the GHG emissions inventory. Navigant calculated updated numbers based on the new data from GCEA. The graphic above depicts the new numbers and the estimated GHG reduction potential of each mitigation strategy in this Plan is based on the new numbers.

GHG EMISSIONS OPPORTUNITIES



The GHG inventory also projects scope 1 & 2 emissions for the Town for the year 2030. Driven by changes in population, job growth, and decreased GHG intensity for electricity, the forecast anticipates how emissions will change in a business-as-usual scenario. The majority of sectors will experience an increase in overall emissions. Emissions from commercial buildings, surface travel, and landfilling will grow in response to a rising population and larger workforce. Residential buildings, however, will experience a modest 2% decrease in emissions, driven by the expected drop in electricity emissions intensity as a result of a greener electricity supply. Water and Wastewater emissions also decline, again as a result of reduced emissions per kilowatt-hour from the Gunnison County Electric Association (GCEA).

Sector	2017 Emissions (mt CO _{2e})	2030 Emissions (mt CO _{2e})	Percent Change
Residential Buildings	9,575	9,368	-2.2%
Commercial Buildings	8,128	8,577	5.5%
Surface Travel	7,915	9,720	22.8%
Water and Wastewater	620	531	-14.4%
Landfilling	600	714	19%
Total	26,838	28,910	7.7%

Source: Town of Crested Butte, Colorado Energy, Materials, and Greenhouse Gas Emissions Inventory: 2017 Baseline & 2030 Forecast, Center for Environment and Sustainability Community Solutions Incubation+Innovation (CS2I) Lab, Western Colorado University, June 2018.

During the CAP process GCEA realized it overestimated the residential and commercial GHG numbers it provided for the GHG emissions inventory. Navigant calculated updated numbers based on the new data from GCEA. The table above depicts the new numbers.



Photo: Lydia Stern

GHG EMISSIONS OPPORTUNITIES



Based on the GHG inventory, Navigant modeled GHG reduction estimations for the implementation strategies identified in this CAP. However, the Town and Navigant recognize that while the inventory serves as a useful platform to build the 2019 CAP, it also highlights opportunities for improved data collection and metric tracking. Crested Butte is a small town with a unique climate, economy, and culture, and it is not easily modeled with generic national or state data.

There are several areas of improvement for the Town to consider, including the following:

Building Energy Use Assessment: Conducting a Town-led study of energy use in the buildings sector will provide a better understanding of emissions based on building type and end-use. This data can then be used to inform building code updates and channel resources for deep energy retrofits toward the highest impact measures.

Transportation Study: The current GHG inventory uses national, state, and county data to predict vehicle type, total miles travelled, and fuel economy for the Town. Additionally, it does not account for non-single occupancy vehicle (SOV) use, including walking, biking, carools, and public transportation. A commuter study of the Town, augmented by DMV data specific to Crested Butte, will serve to refine these estimates where they may not align with broader datasets. Specifically:

- Average vehicle miles travelled (VMT) per person: Crested Butte's seasonal economy sees employees commuting from outside the Town limits, and may limit the applicability of VMT data at the county level.
- Vehicle fleet characteristics: As a mountain town with snowy roads and popular outdoor recreation, residents likely require different vehicles than the average driver, affecting estimates for fuel economy. Collecting data on vehicle age will provide better insight into vehicle fleet turnover and the potential for increased EV penetration. Finally, understanding the current number of EVs in the Town will provide a critical baseline against which to benchmark strategies promoting EV adoption. These characteristics can be aggregated at the Town level through coordination with the DMV.
- Non-SOV transportation trends: In order to track the progress toward reducing SOV use and promoting alternative modes of transportation, the current commuting and transportation trends of Crested Butte residents must be understood. Examples include creating a baseline for public transportation ridership, calculating the percentage of residents that currently use alternative transportation, and understanding the motivations for those that do not.

Renewable Energy Inventory: Establishing the current rate of solar installation or other local renewable energy generation, will assist the Town in measuring its progress transitioning residents from renewable energy credits (RECs) to local renewable energy generation.

By no means an exhaustive list, this recommended data will enable the Town to develop more nuanced insights into its emissions sources and will provide a strong foundation for critical metrics to accurately track progress toward the Town's current and future climate goals.

Areas of Improvement

Building Energy Use Assessment



Transportation Study



Renewable Energy Inventory



IMPLEMENTATION PLANS



Reducing GHG emissions by implementing the strategies in this CAP will take collaboration with the community, as well as neighboring municipalities and regional organizations. Each strategy is described in detail in the following pages and contains activities that the Town and other organizations will lead.

BUILDING ENERGY USE



Global and statewide perspectives

Global

Buildings consume on average more energy than any other feature of city or town life, meaning they are among the major contributors to climate change. Buildings have an average lifespan of over 40 years. Looking ahead to the cities and towns of 2050—with hundreds of millions more urban citizens—the decisions made today by mayors, architects, and developers all over the world will have a considerable impact on the future climate.

To deliver on the goals of the Paris Agreement on climate change and mitigate global warming requires urgent action. Going forward, new buildings will need to be net-zero carbon, operating at high levels of energy efficiency and using on and offsite clean energy to meet remaining energy needs. This dictates that most existing buildings must be retrofitted to use significantly less energy and to rely on clean energy supplies.

The strategies to reducing GHG emissions from buildings need to be applied to all buildings, both new and existing. There is not one solution to reducing building energy use. The challenges to expedient solution implementation are colossal, requiring rapid mobilization of supply chains, finance, citizen engagement, building energy use data gathering and reporting, and appropriate planning and building standards enforcement.



Photo: Lydia Stern

Colorado

At the state level, the Colorado Energy Office has enacted new building code policy and offers financial assistance for contractors, homeowners, municipalities, and schools.

House Bill 19-1260 updated the 2007 state law that established a minimum building energy code. Effective August 2, 2019, the law requires local jurisdictions in Colorado to adopt and enforce one of the three most recent versions of the **International Energy Conservation Code (IECC)** upon updating any other building code.

Colorado Commercial Property Assessed Clean Energy (C-PACE) is a financing tool that allows commercial and multifamily property owners to finance qualifying energy efficiency, water conservation, and other clean energy improvements on existing and newly constructed properties, with repayment of the financing through a voluntary assessment on their property tax bill.

The **Colorado RENU Loan** is a statewide residential loan program sponsored by the Colorado Energy Office in partnership with Elevations Credit Union. It makes home energy upgrades easy and affordable by offering low cost, long-term financing for energy efficiency and renewable energy improvements.

The **Energy Savings for Schools (ESS) program** provides technical resources for rural and low-income schools across Colorado to achieve measurable savings and create sustainable energy programs. ESS helps schools implement energy efficiency measures and leverage low to no-cost options to pay for upgrades that yield long-term benefits.

Energy Performance Contracts (EPC) allow facility owners to partner with an energy service company (ESCO) to pay for today's facility upgrades with tomorrow's energy savings—without tapping into capital budgets. Since Colorado first established its EPC program in the 1990s, over 152 public jurisdictions have worked with an ESCO to identify nearly \$35 million in annual utility savings through a technical energy audit. The Town is currently participating in this program with Johnson Controls, Inc. as the selected ESCO.

BUILDING ENERGY USE

Implementation Strategies



Photo: Lydia Stern

Adopt consistent, countywide above-building-code standards.

The Town will collaborate with Gunnison County, Town of Mt. Crested Butte, and the City of Gunnison to determine countywide, above-building-code or net-zero standards for new buildings in regards to energy efficiency and on-site renewable energy generation.

Mandate building automation technology for commercial and residential buildings.

The Town and the Crested Butte Chamber of Commerce will first incentivize short-term rentals and seasonal business owners to install building automation technology and then enact future policy to require building automation technology for all commercial and residential buildings.

Drive and support deep energy retrofits for existing buildings.

The Town will undertake several initiatives to support deep energy retrofits of existing residential and commercial buildings, including retrofitting municipal buildings, benchmarking requirements for residential and commercial buildings, and energy efficiency incentive programs.

In addition to the Town's actions, local organizations will support this effort with community education and outreach.

BUILDING ENERGY USE



Adopt consistent, countywide, above-building-code standards for new construction

700 mtCO₂e reduced

\$\$

Adopting net-zero building codes for residential and commercial buildings will reduce GHG by 700 mtCO₂e if 10% of Crested Butte buildings are net-zero by 2030.

Activity	Target Date	Resources	Lead Organization
Review current Town building code requirements to determine immediate opportunities for increased building efficiency.	Winter and Spring 2020	The Town already has a Renewable Energy Mitigation Program, which requires on-site renewable energy generation or payment in lieu for outdoor heating installations. As the Town works towards adopting above-building-code standards, the Town will review its current code to determine changes to implement, such as not allowing outdoor heating.	Town of Crested Butte
Convene a working group to discuss and plan for the potential of moving toward net-zero building codes or above current-code requirements.	Winter 2021	Municipal and county community development and building departments, contractors, builders, engineers, etc.	One Valley Leadership Council, Town of Crested Butte
Set above-building-code or net-zero standards.	Spring 2022	Municipal and county community development and building departments, contractors, builders, engineers, etc.	Town of Crested Butte
Stay apprised of electric heating systems technology (including cost and efficiency in high-altitude climates) and consider working towards a building electrification policy.	Ongoing	As the electrical grid is anticipated to utilize more renewable energy sources, many jurisdictions are considering beneficial electrification, which is a term for replacing direct fossil fuel use with electricity in a way that reduces overall emissions and energy costs. While electric heating systems are currently questioned as far as efficiency for a high-altitude climate like Crested Butte, as technology evolves, the Town could consider a building electrification policy to require all new construction to be electric, as the Town works to greening its electrical grid.	Town of Crested Butte



Net-Zero Buildings

Net-zero buildings are utility grid connected homes that are designed and operated so efficiently that they are able to produce as much energy as they need to operate on an annual basis with clean, renewable energy. Net-zero buildings are more comfortable and healthy due to passive design strategies such as natural ventilation and daylighting, and they have lower operational and maintenance costs and reduce emissions.

BUILDING ENERGY USE



Mandate building automation technology for commercial and residential buildings

400 mtCO₂e
reduced

\$

Technology such as building automation and smart thermostats save between 10% and 20% of a building's energy use. If all homes and businesses in Crested Butte are required to implement building automation technology, by 2030 the Town will save roughly 400 mtCO₂e.

Activity	Target Date	Resources	Lead Organization
Determine the most feasible building automation, sleep mode, and/or smart thermostat technologies to use in Crested Butte, including cost.	Winter 2020	As many different homes and buildings utilize different heating sources, the Town will need to determine different building automation technologies that will increase energy efficiency for a variety of heating systems.	Town of Crested Butte
Research best practices for policy requirements	Winter 2020	Develop a process and timeline for compliance	Town of Crested Butte
Discuss and determine rebate opportunities for building automation technologies.	Winter 2020	Town will discuss the rebate possibilities with GCEA and Atmos Energy	Town of Crested Butte, GCEA, Atmos Energy
Incentivize businesses and short-term rental properties to install building automation and smart thermostat technology.	Spring 2020	Crested Butte/Mt. Crested Butte Chamber of Commerce support.	Town of Crested Butte
Enact policy requiring all short-term rental and commercial buildings install building automation technology.	Fall 2020-Winter 2021	Include building automation technology for short-term rental license requirements (which are up for renewal in 2021)	Town of Crested Butte
Initiate inspection period to ensure all buildings are in compliance.	Winter 2022	Once all short-term rental and commercial buildings are in compliance, develop policy to require building automation technology for all residential buildings	Town of Crested Butte



Building Automation Technology

Building automation technologies control when lighting or HVAC systems are switched on and off. Once installed, these technologies can create a fixed schedule or a limited interval to help optimize how and when energy is used in residences and businesses.



Utility Rebates

Installing controls and building automation may include an upfront cost, but they also provide energy savings that make up for that cost over time. Initial investments are returned within 2-3 years and offer yearly cost savings.

In addition to these savings over time, many utilities offer businesses and homeowners rebates for purchasing energy efficiency equipment such as lighting controls and smart thermostats, which can provide additional benefits including reducing electricity consumption during peak demand periods.

BUILDING ENERGY USE



Drive and support deep energy retrofits for existing buildings

2,700 mtCO₂e
reduced

\$\$\$

If half of all residential and commercial buildings receive a deep energy retrofit (~30% energy savings) by 2030, Crested Butte will reduce emissions by 2,700 mtCO₂e.

Activity	Target Date	Resources	Lead Organization
Conduct Investment Grade Audit of Town municipal facilities and complete retrofitting through an Energy Performance Contract	Fall 2019-Summer 2022	Johnson Controls EPC; Colorado Energy Office support, state and federal grant programs	Town of Crested Butte
Have discussions with GV-Heat to brainstorm ways to increase the utilization of the program in the northern Gunnison Valley and about offering financial incentives to cover the cost of the energy assessment and measure installation (i.e., grants and rebates, tax incentives, green mortgages, loans).	Winter 2020	GV-Heat	Town of Crested Butte
Educate the community about existing programs and rebate opportunities for residential (including short-term rentals) and commercial buildings.	Winter 2020	GCEA, Atmos Energy, GV-Heat, marketing and outreach funding	Sustainable Crested Butte
Increase outreach and targeting of energy efficiency programs that make energy use data more available to building owners (i.e. GCEA SmartHub)	Summer 2020	Support from Town of Crested Butte	GCEA
Engage building owners, managers, and occupants to help brainstorm actions to meet the Town's GHG reduction goal (i.e., green leases, green building rating and certification, competitions, strategic energy management).	Fall 2020	Building owners, managers, and occupants	Town of Crested Butte
Launch a Green INDEED program to incentivize retrofits in exchange for a permanent deed-restriction on a property.	Spring 2021	Town Council approval	Town of Crested Butte
Convene a working group of builders and contractors to discuss programming or incentive ideas to drive deep retrofits of existing buildings in the community.	Winter 2021	Building community, Community Development Department	Town of Crested Butte
Host a residential fair or showcase to provide examples of energy efficient homes and businesses while showcasing available grants and financing.	Summer 2022	Support from community businesses, homeowners, local organizations	Sustainable Crested Butte
Discuss and implement an energy benchmarking ordinance requiring commercial buildings report energy use annually.	2022	Work with regional jurisdictions and technical consultants to determine feasibility of enacting a consistent, regional benchmarking policy	Town of Crested Butte
Discuss and implement an ordinance mandating energy use disclosure at point of sale for residential homes.	2022	Work with regional jurisdictions and technical consultants to determine feasibility of enacting a consistent, regional energy disclosure policy.	Town of Crested Butte



CASE STUDY

Energiesprong: A Dutch Approach to Deep Energy Retrofits

In 2010, the Dutch government awarded a group called Energiesprong a €40 million (approximately \$50 million, at \$1.24/€) contract to develop deep energy retrofits for residential and commercial buildings in the Netherlands. Six years later, approximately 900 homes had been renovated, successfully demonstrating net-zero performance.

Energiesprong's net-zero retrofit revolution may have started in the Netherlands, but over the last 10 years it has ignited a global movement inspiring similar programs across Europe including the UK, France, Germany, and Italy. New York State Energy Research and Development Authority (NYSERDA) is now adapting Energiesprong thinking in the US with RetrofitNY.

In general, an Energiesprong renovation is financed by future energy cost savings plus the budget for planned maintenance and repairs over the coming 30 years. This allows residents to keep the same cost of living. In the case of housing associations, tenants pay the housing association an energy service plan, which is the equivalent of their previous energy supplier bill. The housing association can use this new income stream to partially fund the renovation.

Independent Energiesprong market development teams work with regulators to tune policy and regulation, and with banks to create financial arrangements to make a viable path to scale. By creating these market contexts while simultaneously brokering initial pilot projects and, subsequently, large volume retrofit deals and the momentum needed for stakeholders to act is created.

For more information, visit <https://energiesprong.org/> and <https://www.nyserda.ny.gov/All-Programs/Programs/RetrofitNY>.



GV-HEAT: A Home Energy Efficiency Program for the Gunnison Valley Community

The Gunnison Valley Regional Housing Authority manages the Gunnison Valley--Home Energy Advancement Team (GV-HEAT), which seeks to make Gunnison Valley homes more energy efficient, affordable, and safe. Through this program, the Housing Authority connects residents to a suite of programs aimed at making homes more energy efficient and comfortable. GV-HEAT administers both income-qualified and non-income qualified programs for the Gunnison Valley.

During CAP implementation, the Town hopes to work with GV-HEAT to increase the utilization of this existing program in the northern Gunnison Valley.

For more information, visit <http://gvrha.org/gv-heat/>.



Photo: Lydia Stern

RENEWABLE ENERGY



Global and statewide perspectives

Global

Addressing global climate change requires the rapid adoption and efficient use of renewable energy sources. A 100% renewable energy target creates an attractive framework for towns and cities to work toward, as it represents a conscious decision to move away from fossil fuels. Several countries have already set national targets to achieve 100% renewable energy, including Costa Rica, Denmark, and Sweden, but the largest number of jurisdictions to adopt a 100% renewable target are municipalities. Cities such as Reykjavik, Iceland and Burlington, Vermont have already achieved that goal in at least one sector. Many other larger global cities have adopted a 100% renewable energy goal in one or more of the electricity, heating and cooling, or transportation sectors. Some of these cities include Vancouver, Munich, Sydney, Hamburg, San Francisco, Barcelona, San Diego, and Malmö.

Cities and towns can dramatically reduce their carbon footprint by purchasing or directly generating electricity from clean, renewable sources. The most common renewable power technologies include solar (photovoltaic, solar thermal), wind, biogas, geothermal, biomass, low impact hydroelectricity, and emerging technologies like wave and tidal power.

Municipalities can lead by example by generating energy onsite or purchasing and subscribing to renewable energy from their electric utility. Using a combination of renewable energy options can help meet local government goals, especially in some regions where availability and quality of renewable resources vary, like in Crested Butte. Options for using renewable energy include:

- **Generating renewable energy onsite** using a system or device at the location where the power is used (e.g., solar PV panels on a building).
- **Purchasing renewable energy** from an electric utility through a green pricing program, where buyers pay a small premium in exchange for electricity generated locally from green power resources.

Source: <https://www.renewablecities.ca/about-renewable-cities>

Colorado

Across the US, more than 100 cities, 10 counties, and two states have already adopted 100% clean energy goals. Six cities have already hit their targets, including the City of Aspen located near Crested Butte. *By adopting this CAP, the Town of Crested Butte is setting an additional goal of achieving 100% renewable electricity by 2030.*

Colorado is a leader in renewable energy, with investments in wind, solar, biomass, small hydroelectric, and other renewable energy resources.

Renewable Energy Standard

In 2004, Colorado passed the first voter-led Renewable Energy Standard in the nation, requiring electricity utilities to obtain a percentage of their power from renewable energy sources. The legislature has increased the minimum requirements three times since 2004, spurring the development of hundreds of new renewable energy projects across the state. In 2019, Governor Jared Polis additionally unveiled a roadmap of the state's path to 100% renewable electricity by 2040.

Solar

Colorado leads the nation with nearly 70 community solar projects in operation generating more than 50 MW, and many more in development.

Hydropower

Hydropower systems use the kinetic energy in flowing water to produce electricity or mechanical energy. There are over 60 operating hydropower facilities throughout Colorado with a combined installed capacity of 1,150 MW.

Coal Mine Methane

Coal mine methane is a gas released from coal during and after coal mining operations. As of 2015, one electricity producing coal mine methane project has been developed in Colorado, located over Kebler Pass from the Town of Crested Butte. Oxbow Mining LLC, Vessels Coal Gas, Gunnison Energy LLC, Aspen Skiing Company, and Holy Cross Energy partnered to develop the Elk Creek Mine near Somerset in Gunnison County. This project co-locates a 3 MW power plant and a thermal oxidizer that destroys the remaining methane emissions.

Wind

Wind is the fastest growing energy resource on the grid and is the predominant renewable resource in Colorado.

Source: <https://www.colorado.gov/pacific/energyoffice/renewable-energy-1>

RENEWABLE ENERGY

Implementation Strategies



8,000 mtCO₂e reduced | \$\$\$

Achieving 100% renewable electricity could account for up to 8,000 mtCO₂e reduction. The Town plans to work towards this goal through onsite solar development, community solar arrays, and investment in local renewable energy generation projects, while continuing to advocate at the state and federal level for a rapid increase in renewable energy on the grid.

Purchase renewable energy certificates (RECs) for the community. | \$\$ |

As a first step in working towards Crested Butte's renewable energy future, the Town will offset residential and commercial electricity use by purchasing RECs for 100% of Town residents and businesses through GCEA's [green power program](#). Of the purchase, 25% will be put toward a fund for future local renewable energy projects. After this one-time purchase in 2020, the Town will work with GCEA to develop an "opt-out" option to encourage residences and businesses to stay on GCEA's Green Power Program. While these RECs will not reduce carbon emissions, this is a short-term strategy to show the Town and community's commitment to purchase power from regional renewable energy sources, while the Town works to install local renewable energy generation.

Install solar on Town buildings and property. | \$\$\$ |

Because RECs do not decrease GHG emissions, the Town will lead the community in reducing GHG emissions by transitioning the Town's RECs to onsite and utility-scale renewable energy generation. The Town will install onsite renewable energy on some municipal buildings and property, starting first with the highest energy using buildings. The Town owns many buildings that they lease to community organizations and services (i.e., Center for the Arts, Old Rock Library, Stepping Stones Pre-School) and will lead by example to improve the efficiency of these buildings by adding onsite solar where feasible.

Reduce barriers for community members to access solar energy. | \$ |

The Town and GCEA will work together to expand the community solar garden to provide an affordable opportunity for community members to access solar.

Construct a local, utility-scale solar array. | \$\$\$ |

By 2022, GCEA will construct a 1 MW-1.5 MW solar array and the Town will support the construction and subscribe to renewable attributes from the array.

Support GCEA in constructing a hydro generation plant. | \$\$\$ |

By 2023, GCEA will construct a 200 kW-400 kW hydro generating facility on the Taylor River dam. The Town will support the construction and subscribe to renewable attributes from the plant.

While these strategies represent local projects that the Town and its partners will implement, the Town recognizes that achieving 100% renewable electricity will additionally require a utility-scale grid comprised of a significant majority of renewable energy sources. The Town will continue to advocate at the state and federal level for rapid increase in utility-scale renewable energy by continuing its participation in Colorado Communities for Climate Action (CC4CA).

RENEWABLE ENERGY



Purchase renewable energy certificates (RECs) for the community.

GCEA provides electricity to homes and businesses in Crested Butte. GCEA's power supplier, Tri-State Generation and Transmission, provides GCEA with 32% of its energy from renewable resources including wind, solar, and hydropower. Currently, between 60-68% of Tri-State's energy comes from fossil fuels. Locally, the Town has a few options to increase the percentage of renewable power that is electrifying homes and businesses in Crested Butte: build onsite solar; expand the community solar garden, build a large, utility-scale solar array, and develop local hydropower. Because these projects will take time to develop, in the meantime, the Town plans to purchase RECs for the entire Crested Butte community to demonstrate to our electricity provider that Crested Butte supports a transition to renewable energy.

RECs are tradable, non-tangible energy commodities in the US that represent proof that 1 MWh of electricity was generated from an eligible renewable energy resource (renewable electricity) and was fed into the shared system of power lines, which transport energy. For example, if a business purchases 7 MWh a year from GCEA—which mostly offers a mix of electricity from renewable energy and fossil fuels—and also buys five RECs, the business purchased an amount of renewable energy equal to its electricity consumption. RECs allow for purchasers to support renewable energy generation and are an alternative option when onsite or community renewables are not available. Locally, GCEA provides REC purchase opportunities to its members through their Green Power Program. In addition to the RECs, 25% of the funds collected in the Green Power Program are contributed to a local renewable energy project fund.

While RECs are not a guarantee that additional renewable energy is produced that would not have been produced otherwise and RECs will not reduce the Town's GHG emissions, purchasing RECs is a first step to better demonstrate public demand by showing Crested Butte's commitment to renewable energy, while the Town works to install local renewable energy sources.

Activity	Target Date	Resources	Lead Organization
Enroll all consumers within Town limits in GCEA's Green Power Program.	January 31, 2020		Town of Crested Butte, GCEA
Prepare monthly reports of Green Power Participation, kilowatt-hour totals and program cost. GCEA will bill the Town.	Monthly beginning in February 2020	To be completed by GCEA.	GCEA
Launch a program for consumers to contribute directly to a local energy development fund to support local renewable energy projects.	March 2020	Marketing and outreach support from Sustainable CB and a CB Community School student organization.	GCEA
Develop a plan for retaining consumer participation in the Green Power Program after the free subscription period, such as an "opt out" option. Plan should include retention goals and a plan for communicating with consumers.	March 2020	Marketing and outreach support from Sustainable CB and a CB Community School student organization.	Town of Crested Butte GCEA
Receive Town Council and GCEA Board approval of the communication and transition plan.	May 2020	Town Council and GCEA Board	Town of Crested Butte GCEA
Encourage consumers to stay on the Green Power Program after 2020. The minimal way to support renewable energy is to purchase RECs through GCEA's Green Power Program. The ability to purchase RECs is additionally important for lower income individuals and renters.	December 31, 2020	Marketing and outreach support from Sustainable CB and Crested Butte Community School students. Seek interest from other entities.	GCEA

RENEWABLE ENERGY



Install solar on Town buildings.

Activity	Target Date	Resources	Lead Organization
Identify suitable municipal buildings and properties for solar.	Fall 2019	Johnson Controls investment grade audit for Town buildings and feasibility study (in progress)	Town of Crested Butte
Seek permits and competing bids for construction of the array.	Winter 2020	Energy Performance Contract process	Town of Crested Butte
Complete permitting and construction.	2020-2023	Phased construction over several years	Town of Crested Butte



The Town is initially considering these facilities for onsite solar installation:

The Town is currently participating in the Colorado Energy Office's Energy Performance Contracting (EPC) program. The Town selected Johnson Controls, Inc. as their energy services company (ESCO) to audit and evaluate energy efficiency and renewable energy opportunities for Town facilities and fleet. The investment grade audit is occurring during the fall and winter of 2019/2020. The Town is currently analyzing the buildings and properties listed below for onsite solar potential:

- Fire Station
- Marshals' Office
- Center for the Arts
- Wastewater Treatment Plant buildings
- Public Works buildings
- Avalanche Park Property
- Slate River Annexation Property



SolSmart

The US Department of Energy Solar Energy Technologies Office funds the SolSmart national designation program recognizing local governments for spurring solar market growth. Its goal is to make it faster, easier, and more affordable to go solar. SolSmart has designated over 275 communities representing over 71 million people. The Town will consider becoming designated in this program as part of CAP implementation.



For more information, visit <https://www.solsmart.org/>.

RENEWABLE ENERGY



Reduce barriers for community members to access solar power.

Activity	Target Date	Resources	Lead Organization
Beginning in 2019, GCEA will offer customers a month to month lease option for the existing community solar option, in addition to the long-term lease already available.	Complete	The community solar garden officially sold out in October 2019.	GCEA
Prepare for the expansion of the existing community solar garden or construction of another facility.	Winter/Spring 2020	The Town will support the expansion by helping to secure a location.	GCEA, Town of Crested Butte
Construct the expansion of the community solar garden.	November 2020	Identify local contractor, secure permits. Support from Town of Crested Butte.	GCEA
Encourage consumers to subscribe to the community solar garden and achieve at least an 80% subscription rate.	January 2021	Marketing and outreach support from the Town of Crested Butte, Sustainable CB and the CB Community School, among others.	GCEA
Seek SolSmart Designation and reduce barriers to solar (if existing) in current building and zoning codes.	Spring 2020	The Town has already waived permit fees for solar installation and is currently updating its design guidelines to encourage solar. The Town will determine additional ways to reduce barriers and increase efficiencies for permitting solar.	Town of Crested Butte
Advertise available tax credits to installing rooftop solar.	Fall 2020	Marketing and outreach support from Sustainable CB.	Town of Crested Butte

Renewable Energy Ordinance Framework

It is important the Town provide clear zoning regulations that allow solar energy installations on residential and commercial rooftops by right. Delaware Valley Regional Planning Commission created the Renewable Energy Ordinance Framework: Solar PVA, a resource for municipalities as they develop and update zoning ordinances to govern the siting of small-scale solar PV energy systems in their community. The Town can use this guide to identify ways to regulate solar PV in its zoning codes and other regulations and ordinances in a way that aligns with Crested Butte's local land use and community goals.

For more information, visit

https://www.dvrpc.org/EnergyClimate/ModelOrdinance/Solar/pdf/2016_DVRPC_Solar_REOF_Reformatted_Final.pdf

RENEWABLE ENERGY



Construct a local, utility-scale solar array.

Activity	Target Date	Resources	Lead Organization
Identify a suitable site for a solar array (6 acre minimum).	Winter/Spring 2020	Support from Town of Crested Butte; The Town plans to enter into a Memorandum of Understanding (MOU) to outline its commitment to GCEA in this project	GCEA
Seek permits and competing bids for construction of the array.	Summer/Fall 2020	RFP Process	GCEA
Allocate money from the local renewable development fund if needed and available.	Fall 2020		GCEA
Commit to the purchase of renewable attributes if needed to make the project financially viable.	Fall 2020	Cost and revenue figures from GCEA	Town of Crested Butte
Select a developer.	Winter/Spring 2021	RFP Process	GCEA
Complete permitting and construction.	Summer/Fall 2022		Selected Developer
Subscribe to additional renewable attributes as needed to meet GHG reduction goals.	Winter 2023	Cost and revenue figures from GCEA	Town of Crested Butte

CASE STUDY | Vancouver, Canada

Creekside Community Recreation Centre installed a 15 kW solar PV array. The rooftop solar panels mounted on boat sheds were installed in June 2017 through a joint effort between the City of Vancouver, the North Growth Foundation and Clean Energy Canada. It features 60 solar PV modules on six boat sheds and in its 30-year lifetime, the system will feed about 459,000 kWh of clean electricity back into the grid and offset a portion of the energy used at the Creekside Community Recreation Centre. By installing solar electricity systems on public buildings and in high traffic areas like Creekside, Vancouver aims to help British Columbians get a firsthand look at how solar panel technology works and demonstrate how solar power could help meet the energy needs of homes and businesses across the province.



RENEWABLE ENERGY



Support GCEA in constructing a hydropower generation plant.

Activity	Target Date	Resources	Lead Organization
Complete negotiations with the Uncompahgre Valley Water Users Association (UVWUA).	December 31, 2019	UVWUA	GCEA
Obtain a Lease of Power Privilege from the Bureau of Reclamation.	December 2020	Bureau of Reclamation	UVWUA
Seek permits and competing bids for construction of the facility at the Taylor River Dam.	Winter 2021	Expected RFP process	GCEA
Allocate money from the local renewable development fund if needed and available.	Winter 2021	Fund balance	GCEA
Commit to the purchase of renewable attributes if needed to make the project financially viable.	Winter 2021	Cost and revenue figures from GCEA	Town of Crested Butte
Select a developer.	Spring 2021	RFP	GCEA, UVWUA
Complete permitting and construction.	Summer 2021/2022		Developer
Subscribe to additional renewable attributes as needed to meet GHG reduction goal	Summer 2021/2022	Cost and revenue figures from GCEA	Town of Crested Butte

CASE STUDY | Boulder, Colorado

Since 1985, the City of Boulder hydroelectric program has turned water power into electricity, generated revenue, and provided sustainable, non-polluting electricity. The city owns and operates eight hydroelectric power plants, with one purchased and seven constructed over the last 20 years.

Significant pressure develops as water flows downhill from the city's mountain reservoirs to delivery systems in Boulder. Instead of mechanically reducing the excess pressure, the city converts it into energy by causing the flowing water to spin turbines that spin electrical generators to produce electricity. No fossil fuels are consumed and nothing is emitted in the energy conversion process.

For more information, visit: <https://bouldercolorado.gov/water/hydroelectricity>



WASTE REDUCTION



Global and statewide perspectives

Global

Global waste generation is increasing faster than any other environmental pollutant. The International Solid Waste Association estimates that when all waste management actions, including disposal, recycling, composting, and treatment, are considered, the waste sector could cut 10%-15% of GHG emissions globally. When actions to reduce waste generation are also taken into account, the sector could reduce up to 20% of the global emissions.

Food waste is a particularly critical issue. According to the United Nations Food and Agriculture Organization 1.3 billion tons of food is wasted globally each year, representing one-third of all food produced for human consumption. Project Drawdown ranks reduced food waste as the #3 largest strategy for reducing global GHG emissions.

When food waste decays in landfills, it produces methane, a GHG 28 times more potent than CO₂ at retaining heat in the atmosphere over a 100-year period and already causing 25% of current global warming. Yet when food scraps are separated and treated rather than sent to landfills, they can produce compost to grow new food and enhance the soil's carbon capture capacity to pull CO₂ from the atmosphere, and recover energy through anaerobic digestion and biogas utilization.

For other types of waste, reuse and recycle schemes will reduce the amount of waste sent to landfills or incinerators and can create jobs and economic opportunities for social entrepreneurs and vulnerable communities.

Colorado

In 2018, Colorado created a record 9.3 million tons of waste while its recycling rate was just 12%, which put Colorado far behind the national average of 35% recycling. On average, each Colorado resident throws away nearly 8 pounds of trash per day, or more than 1.45 tons per year. That's more than 8 million tons piling up in Colorado landfills every year.

According to Eco-Cycle, nearly 95% of Colorado's waste could be recycled or composted: the state could recycle 32%, including bottles, cans and paper; 37% could be composted, like grass clippings, food waste and clean wood; and 26% could be reused or recycled through specialized programs for textiles, electronics, construction materials, and other bulky materials.

In 2016, Colorado set its first-ever statewide recycling goals, aiming for 28% by 2021. Achieving 28% would more than double the state's current recycling rate and keep an additional 1.5 million tons of waste out of the landfill every year.



WASTE REDUCTION

Implementation Strategies



Photo: Lydia Stem

Install an industrial-scale composting facility and require community-wide composting.

The Town will look into the feasibility of building a large centralized composting facility or anaerobic digester to collect and process organic materials with a goal to construct a facility and require community-wide composting by 2025.

Educate the community about waste reduction and recycling.

The Town will support initiatives led by the Crested Butte/Mt. Crested Butte Chamber of Commerce and Sustainable Crested Butte to educate residents, businesses, and tourists about becoming zero-waste. Getting to zero-waste requires changing everyday human behavior.

Implement policies to reduce waste.

The Town recognizes the importance of enacting waste reduction and recycling ordinances to strive towards becoming a zero-waste community.

Support community initiatives that reduce waste.

Green Business Stamp Initiative

The Green Business Stamp Initiative is a certification program that will be designed and implemented by the Crested Butte/Mt. Crested Butte Chamber of Commerce. The certification provides consumers with proof that community businesses are taking environmental action like reducing energy use, procuring products with less waste, or selling organic products.

Zero-Waste Events

Crested Butte hosts many events throughout the year. The Town will support Sustainable Crested Butte, which can help event organizers reduce waste generated at special events. Zero-waste events reuse various elements such as banners, do not use single serve items, have proper signage for attendees, and have trained volunteers who monitor waste, compost, and recycling bins. For the first year, the Town will incentivize zero-waste events and then will implement an ordinance requiring zero-waste for all permitted special events.

WASTE REDUCTION



Install an industrial-scale composting facility and require community-wide composting.

100 mtCO₂e
reduced

\$\$\$

Crested Butte will reduce GHG emissions by 100 mtCO₂e if all Crested Butteans successfully divert organic or biodegradable waste from the landfill by 2030.

Activity	Target Date	Resources	Lead Organization
Conduct analysis of Gunnison County's waste-stream, including the Town of Crested Butte.	Spring/ Summer 2020	Analyze current landfill data from Gunnison County; engage technical expertise to conduct audit of the Town's wastestream	One Valley Leadership Council and/or Town of Crested Butte
Learn from other mountain communities about how they compost (Summit County, Chaffee County, Pitkin County).	Spring 2020	Support from Crested Butte Mountain Resort and Gunnison County	Town of Crested Butte
Explore options with Waste Management for increased waste diversion from landfills.	Spring 2020	Support from Mt. Crested Butte	Town of Crested Butte
Conduct feasibility analysis for constructing a composting facility or anaerobic digester.	Fall 2020/ Winter 2021	Regulatory requirements, land suitability and availability, cost analysis	One Valley Leadership Council and/or Town of Crested Butte and Gunnison County
Engineering, design, and construction of a facility.	2023	Engineering Firm	Town of Crested Butte
Public Outreach to transition community members to composting.	2025	Crested Butte/Mt. Crested Butte Chamber of Commerce, Sustainable CB	Contracted waste firm
Implement composting ordinance requiring residents and businesses to compost.	2026	Town Council approval	Town of Crested Butte

CASE STUDY | Montrose, Colorado

3xM Grinding and Compost, LLC aims to operate a commercial composting facility that will process material diverted from landfilling operations in five or more counties on Colorado's western slope, turning material into soil amendment for sale to both public and private entities. The business is currently working to secure necessary approvals from Montrose County and the Colorado Department of Public Health and Environment.

For more information, visit:

https://montrosecounty.granicus.com/MetaViewer.php?view_id=2&clip_id=1251&meta_id=71432

WASTE REDUCTION



Implement policies to reduce waste. | \$ |

Activity	Target Date	Resources	Lead Organization
Enact waste reduction and recycling ordinances to work toward becoming a zero-waste community.	2020-2025	Town Council approval, Waste Management support	Town of Crested Butte

Example Ordinances

San Francisco Department of the Environment, the Commission on the Environment, the Board of Supervisors, and the mayor have all helped adopt policies to promote or require zero waste practices in San Francisco. Here is a list of some of those commitments and policies:

- **Joined the C40 Zero Waste Declaration:** To date, the mayors of Paris, Milan, New York, London, and more than 23 other cities have joined San Francisco in this commitment.
- **Mandated recycling and composting and established enforcement procedures:** San Francisco passed a 2009 ordinance requiring everyone in San Francisco to separate recyclables, compostables, and landfill-bound trash.
- **Set ordinance prohibiting the sale or use of single-use food service ware** made with fluorinated chemicals and certain items made with plastic. This policy requires that food service ware accessories be provided only on request or at self-service stations, and requires reusable beverage cups at events on city property.
- **Food Service Waste Reduction Ordinance:** Prohibits the use of Styrofoam or polystyrene foam food serviceware and requires the use of food serviceware that is compostable or recyclable.
- **Resource Conservation Ordinance:** Requires city departments to prevent waste, maximize recycling, buy products with recycled content and appoint a Zero Waste Coordinator to lead these efforts.
- **Bottled Water Ordinance:** Restricts the sale or distribution on city property of drinking water in plastic bottles of 21 ounces or less, set city policy to increase the availability of drinking water in public areas, and bar the use of city funds to purchase bottled water.
- **Environmentally Preferable Purchasing Ordinance:** Requires an environmentally preferable purchasing program for commodities purchased by the city.



CASE STUDY

European Union

The European Parliament voted overwhelmingly in 2018 to ban single-use plastic items including straws, food containers, and cotton bud sticks, as a way to tackle marine litter and encourage sustainable alternatives.

The Single-Use Plastics Directive will ban products for which alternatives exist on the market, such as single-use plastic cutlery, plates, and items made of oxo-degradable plastics, by the year 2021. EU member states will also have to achieve a 90% collection target for plastic bottles by 2029. The legislation is estimated to avoid around \$25 billion-worth of environmental damages by 2030.

WASTE REDUCTION



Educate the community about waste reduction and recycling. | \$ |

Activity	Target Date	Resources	Lead Organization
Develop outreach materials that show businesses the benefits of waste reduction and recycling.	Fall 2020	Crested Butte/Mt. Crested Butte Chamber of Commerce	Sustainable Crested Butte
Help residences understand what can be re-used, recycled and the benefits of waste reduction and recycling.	Fall 2020		Sustainable Crested Butte
Help residents and businesses reduce their waste generation and bring awareness to residents of recycling and re-use services available to them.	Fall 2020	Building owners and managers, Crested Butte/Mt. Crested Butte Chamber of Commerce	Sustainable Crested Butte
Support the Crested Butte Community School in greater waste reduction and recycling efforts.	Fall 2020	Crested Butte Community School	Sustainable Crested Butte
Develop advertising concepts that move messaging from awareness of waste reduction and recycling programs to fostering behavioral change through action.	Winter 2021	Crested Butte/Mt. Crested Butte Chamber of Commerce, Tourism Association	Sustainable Crested Butte

Recycling Grants and Rebates



Colorado's Recycling Resources Economic Opportunity Program provides funding that promotes economic development through the management of materials that would otherwise be landfilled. Funds are available to support recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse. Grants and rebates are overseen by the Pollution Prevention Advisory Board and its corresponding Assistance Committee. Since its inception in 2007, the program has awarded nearly \$25 million to businesses, local governments, nonprofit organizations, and schools and universities to help develop recycling infrastructure and promote sustainable behavior change in communities across Colorado.

For more information, visit: <https://www.colorado.gov/pacific/cdphe/recycling-grants-and-rebates>

WASTE REDUCTION



Support community initiatives that reduce waste. | \$\$ |

Green Business Stamp Initiative

Activity	Target Date	Resources	Lead Organization
Distribute a survey to all businesses to assess what actions businesses have already taken, their interest in being certified as a green business, and determine additional actions businesses can take to be greener.	Winter 2020	Contact information for all businesses	Crested Butte/Mt. Crested Butte Chamber of Commerce
Determine certification levels and how to highlight the businesses that become certified.	Spring 2020	Knowledge of how other towns are implementing similar programs	Crested Butte/Mt. Crested Butte Chamber of Commerce
Create assessment forms and pilot the initiative with a few businesses.	Summer 2020		Crested Butte/Mt. Crested Butte Chamber of Commerce
Roll out the initiative to all Chamber members.	Winter 2021		Crested Butte/Mt. Crested Butte Chamber of Commerce

Zero-Waste Events

Activity	Target Date	Resources	Lead Organization
Create a zero-waste event toolkit.	Winter 2020	Grant Funding	Sustainable Crested Butte
Determine incentives to encourage events to use the toolkit and be a zero-waste event (Example: Special event permit fees and use of Elk Avenue fees removed).	Winter 2020	Support from Crested Butte/Mt. Crested Butte Chamber of Commerce and Sustainable CB	Town of Crested Butte
Enact policy requiring all special events to be zero-waste	Winter 2020	Support from Crested Butte/Mt. Crested Butte Chamber of Commerce and Sustainable CB	Town of Crested Butte

TRANSPORTATION



Global and statewide perspectives

Global

Transportation is the sector where GHG emissions are rising the fastest. One-third of GHG emissions come from transport, and traffic is the biggest source of air pollution, globally responsible for up to one-quarter of particulate matter in the air. As emissions from private motor vehicle use rise, encouraging greater use of public transport, walking, and cycling, as well as reducing vehicle emissions intensity are some of the most effective actions that communities can take to cut emissions.

Cities and towns can make targeted enhancements to transit, such as introducing bus rapid transit on main arteries, and improving transit service quality, including reduced crowding, increased service frequency, renovating major stations for improved security or adding stations to increase access for underserved areas.

An ideal transit system extends beyond its stations, vehicles, and corridors and is fully integrated within the larger network, from airports and intercity rail, to public bikes and neighborhood walkways. In fast-growing cities, where multiple systems are planned and implemented at the same time, these systems will need to be coordinated to reduce redundancies and maximize the synergies between modes.

Colorado

In Colorado, the transportation sector is projected to account for approximately 33% of CO₂ emissions by 2020.

Colorado is home to approximately 5 million people and 3 million jobs. By 2040, the population is expected to increase by 47% to nearly 7.8 million, with the number of people age 65 and older representing approximately 1.4 million or 18% of the total. Because of these projections, Colorado is facing growing demand for mobility services throughout the state. Some notable mitigation strategies include:

- The **RTD FasTracks Program** is a multibillion dollar comprehensive transit expansion plan to build 122 miles of new commuter rail and light rail, 18 miles of bus rapid transit, 57 new transit stations, 21,000 new parking spaces at light rail and bus stations, and bus service for convenient bus/rail connections across the eight county district. FasTracks is RTD's 2004 voter-approved plan to expand transit across the Denver metro region.
- **Bustang, CDOT's interregional bus service**, offers Monday through Friday express transit services to the communities of Fort Collins, Loveland, Denver, Lakewood, Monument, Colorado Springs, Frisco, Vail, Eagle, and Glenwood Springs. Bustang connects major populations, employment centers, and local transit entities while offering commuters more travel choices, alleviating congestion and consequently reducing emissions that contribute to GHG. Bustang currently connects Gunnison County to the Front Range.
- In 2019, the Colorado Air Quality Control Commission voted to adopt an **alternate Zero Emissions Vehicle (ZEV) Rule**. This rule mandates that as of January 2, 2022, automakers must make an increasing minimum percentage of ZEVs available for sale as part of their light-duty fleet.
- In support of the executive order of supporting Colorado's Clean Energy Transition, the State of Colorado released the **Colorado Electric Vehicle Plan** in 2018, which aims to build out key charging corridors to facilitate economic development and boost tourism across the state while reducing harmful air pollution. The overall goal identified in the plan is to have 940,000 electric vehicles on the road in Colorado by 2030.
- **Colorado Revised Statute 42-14-101**, more commonly known as the puffer law, which allows law enforcement officers across the state to immediately ticket individuals who have left a vehicle running unattended for any period of time.



Photo: Lydia Stern

Source: <https://www.c40.org/networks/mass-transit>

Source: <https://www.codot.gov/programs/environmental/Sustainability/colorado-climate-plan-2015>

TRANSPORTATION

Implementation Strategies



Photo: Xavier Fane

Increase electric vehicle (EV) adoption through education, charging stations, and prioritized parking.

The Town of Crested Butte will work toward converting its entire fleet of vehicles to zero emissions alternatives as vehicles need to be replaced. In preparation, the Town will install additional public charging stations, install priority parking for EVs, and encourage EV use through education.

Discourage single occupancy vehicle (SOV) use through no-car zones, bike and bus infrastructure.

By 2024, the Town and regional partners will develop a regional transportation plan to define policies, goals, investments, and designs for multi-modal transit infrastructure, as well as no-car zones within Town limits.

In the meantime, there are many ways the Town plans to reduce SOV use by making bikes more available to visitors, educating visitors on how to reduce car use, adding an in-town circulator bus, determining feasibility of adding a CB South circulator bus, and continuing to measure bus ridership while maintaining and expanding existing routes.

TRANSPORTATION



Increase EV adoption through education, charging stations, and prioritized parking

1,500 mtCO₂e
reduced

\$\$

If 20% of registered vehicles within the Town boundary are EVs by 2030 (using a 2017 baseline), Crested Butte will reduce GHG emissions in the Town by about 1,500 mtCO₂e.

Activity	Target Date	Resources	Lead Organization
Install additional public EV charging infrastructure as EV use grows.	Summer 2020-Ongoing	Partnership with GCEA and funding from Charge Ahead Colorado	Town of Crested Butte
Convert Town of Crested Butte fleet to EVs, leading by example, and provide resources to support conversion of Mt. Crested Butte's fleet and the School District bus fleet.	2021-2030	Grants opportunities, Energy Performance Contract with Colorado Energy Office; Volkswagen settlement for EVs	Town of Crested Butte
Install priority parking for EVs.	Winter 2022		Town of Crested Butte
Encourage EV use through education: <ul style="list-style-type: none"> Promote the GCEA loaner program and its incentive for home EV charging Create awareness of the Town's EV infrastructure Help residents learn about EV use at altitude Promote GCEA's rebates for installing home charging stations 	Winter 2022	Marketing support from GCEA and Town of Mt. Crested Butte	Town of Crested Butte
Convert Mountain Express' fleet to zero emissions alternatives.	2022-2030	Support from Towns of Crested Butte and Mt. Crested Butte; Volkswagen settlement for EVs	Mountain Express

TRANSPORTATION



Discourage SOV use through no-car zones, bike and bus infrastructure

350 mtCO₂e
reduced

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The Town and supporting organizations will implement multiple strategies, including improved transit, increased walking and biking infrastructure, varied commuter options, education and marketing, and parking management to reduce Crested Butte GHG emissions by about 350 mtCO₂e.

Activity	Target Date	Resources	Lead Organization
Require all Crested Butte lodging establishments provide bikes and bike parking for visitors.	Summer 2020	Involve the Tourism Association and provide options for inexpensive bikes and bike parking; support from Town bike stores for help with annual bike maintenance; include requirement in renewed 2021 short-term rental licenses	Town of Crested Butte
Continue to measure bus rider demographics and determine feasibility of adding new routes or additional trips, while maintaining existing routes.	Ongoing	Marketing to support survey completions (i.e., poster on the bus)	Mountain Express and RTA
Evaluate the need for additional Mountain Express operating hours during the off season and whether an in-town circulator would increase ridership.	Summer 2020		Mountain Express
Seasonally, educate visitors on how to reduce car use: <ul style="list-style-type: none"> Ask visitors to park their cars while here and ride the bus, walk, or bike Create greater awareness of Mountain Express bus schedules Advertise how to reduce car use through various channels and campaigns 	Summer 2020	Marketing support from Tourism Association and Mt. Crested Butte and Crested Butte/Mt. Crested Butte Chamber of Commerce	Crested Butte/Mt. Crested Butte Chamber of Commerce, Tourism Association, Crested Butte Mountain Resort
Develop a student project to survey students and parents to understand how many students walk, bus, bike, and drive to school, address the reasons for driving to school, and encourage students to walk, bike, or bus to school.	Summer and Fall 2020	Support from the Town of Crested Butte	Crested Butte Community School
Enforce the anti-idling ordinance through education and outreach.	Ongoing	Support and coordination from Town of Crested Butte	Sustainable Crested Butte
Implement a pilot CB South circulator, measure ridership and determine long-term feasibility.	Winter 2021	Support from Towns of Crested Butte and Mt. Crested Butte	Mountain Express
Develop a regional transportation plan to define policies, goals, investments, and designs for multi-modal transit infrastructure, including parking areas and no-car-zones.	2023	Funding and commitment from municipalities and the Colorado Department of Transportation (CDOT) to develop and implement the plan; use available grants and taxes	One Valley Leadership Council, Towns of Crested Butte and Mt. Crested Butte, Mountain Express, RTA



CASE STUDY

Aspen, Colorado Microtransit

Parking demand in Aspen's core exceeds the parking spaces available as many visitors lodge in town and opt to drive and park in downtown. This contributes to parking occupancy issues and congestion. The City was looking for first and last mile solutions to reduce the parking demand and congestion.

The City developed Aspen Downtowner, an app-based, on-demand, door-to-door microtransit system that operates in Aspen's core and nearby neighborhoods. The vehicles are electric, heated golf carts that hold seven passengers plus the driver. The service is free of charge and operates from 11 a.m. to 11 p.m. in spring, summer, and fall. It operates from 8 a.m. to 11 p.m. in winter.

The fleet consists of seven vehicles that can carry skis but are not equipped for bicycles. Dogs are allowed on the service, and children must be 5 years or older to ride on the service with adults due to legal restraints requiring car seats. The program has been in place for approximately 2 years and started as a pilot project in 2017. The City recently signed a 5-year contract with the Downtowner vendor and anticipates the service is on its way to becoming a permanent service as a result of the positive feedback from users and 47,000 one-way person trips recorded annually. Downtowner (the vendor) owns and maintains the vehicles, and hires and trains the drivers as well.

The Downtowner is paid for through Aspen's Transportation Fund, which is made up of funds from a lodging tax and a portion of the sales tax. Parking revenues generated also contribute to the City's Transportation Fund. The program cost \$540,000 for 2018-2019, which includes vehicles, drivers, and insurance.

For more information on Aspen's Downtowner program, visit: <https://www.cityofaspen.com/270/Downtowner>

For more information about successful multimodal transportation advancements in resort communities, visit <https://coloradotransit.com/multi-modal-best-practices-study/>

Highlights

Demand exceeds parking space



Positive feedback and use may lead to permanent service

47,000
one-way trips annually

Paid through Aspen's Transportation Fund



MEASUREMENT & VERIFICATION CHECKLIST



M&V are critical steps to the implementation of any Climate Action Plan. Once steps are taken to implement emissions reduction opportunities, M&V allows for an ongoing assessment of the effectiveness of the implemented actions.

MEASUREMENT & VERIFICATION CHECKLIST



Part of developing a successful M&V protocol is identifying the metrics to determine success. When dealing with GHG emissions, identifying these metrics can be particularly challenging because GHG emissions are not directly measurable in most cases, for example, the Town will not be able to directly measure the GHG emissions released out of each individual car's tailpipe.

The metrics on the following page should be collected by the Town annually to evaluate success of the GHG emissions reduction strategies. Reviewing trends will allow the Town to evaluate success and redistribute resources as needed. All M&V metrics may not be reported in full confidence from the start, but efforts should be made in the annual cycle to update and refine estimates as better information becomes available.

Tracking these metrics is the first priority for evaluating progress on the CAP. Beyond these metrics, the Town will also complete a full GHG emissions inventory on a regular basis. Completing an inventory every 2-3 years is an appropriate time frame. At every update, the goal should be set to use internationally recognized methodologies and tools and to update statewide, or nationwide metrics to the extent possible. Using internationally recognized methodologies and tools will allow the Town to benchmark GHG emissions and the overall inventory against other municipalities with similar goals. Updating metrics to local metrics, whenever possible, will allow the Town to develop a more exact inventory to better understand the full footprint of local residents and continue to make positive reductions to GHG emissions.



Photo: Lydia Stern

MEASUREMENT & VERIFICATION CHECKLIST



	Metric	Responsible Party
Building Energy Use	GCEA energy mix, including renewable percentage and carbon intensity	GCEA
	Total energy use for Town of Crested Butte (will need to be normalized for heating degree days and cooling degree days)	GCEA, Atmos Energy
	Percentage of buildings opting to meet above-code guidelines (commercial/residential)	Town of Crested Butte
	Number of buildings receiving a deep energy retrofit	Town of Crested Butte
	Number of buildings installing building automation technology	Town of Crested Butte
Transportation	Number of registered EVs in the Town of Crested Butte	Gunnison County DMV
	Number of EV charging stations installed and energy use at those charging stations	GCEA
	Percentage of rides completed using public transportation (will require a transportation study)	Mountain Express, RTA, and the Crested Butte Community School
	Vehicle miles traveled, personal vehicles (will require a transportation study specific to the Town or County)	Town of Crested Butte
Waste	Percentage of waste that is diverted to composting	Waste Contractor
	Percentage of Town events certified as zero waste	Town of Crested Butte
	Number of businesses that enact zero waste policies or reach highest levels of waste reduction certification	Town of Crested Butte
Renewable Energy	Megawatt-hours of Green Power purchased by Crested Butte residents	GCEA
	Total megawatt-hours of electricity produced through onsite renewable energy in the Town (municipal/commercial/residential)	GCEA
	Total megawatt-hours of renewable electricity produced locally on the grid and in GCEA and Tri-State's overall power mix.	GCEA
	Percentage of renewable energy produced in low income properties	GCEA

REVIEW OF CRESTED BUTTE EXISTING PLANS



The Town currently adheres to a series of plans with different implications for the future CAP. While none of these plans pose quantifiable limitations to this CAP and the Town of Crested Butte achieving its emission reduction goals, understanding the current strategic landscape of the region will allow for smoother implementation and greater success.

REVIEW OF CRESTED BUTTE EXISTING PLANS



At the County level, the Gunnison County Strategic Plan and Gunnison Valley Housing Needs Assessment should be considered to ensure the CAP's strategies align with the priorities and goals of the County. This alignment will make for more robust and scalable solutions and greater buy-in from Crested Butte's neighboring localities. Locally, the Transportation Plan, Affordable Housing Plan, and Waste Management documents can serve to help identify CAP strategies that produces co-benefits to the region in addition to reaching the Town's emission reduction goals. Finally, past and current Crested Butte sustainability activities must be scrutinized for their successes and challenges and built upon or updated and incorporated into the CAP as appropriate.

Gunnison County Strategic Plan

This county-wide 2018 Plan seeks to provide focused direction and mechanisms for measuring progress in County activities and goals. The strategic results laid out in the Plan align with the One Valley Prosperity Project strategy and require cooperation with other local jurisdictions, agencies and individuals.

Gunnison Valley Housing Needs Assessment

These documents reveal the current housing conditions and future housing needs in the Gunnison Valley, of which Crested Butte is a part of the North Valley region. Published in 2016, it looks ahead to 2020 and quantifies housing market conditions, accounting for job growth, economic conditions, and demographics, to estimate the number of additional units needed.

Town of Crested Butte Sustainability Projects

A snapshot of Crested Butte's online communication around past and current sustainability projects.

Town of Crested Butte 5-Year Affordable Housing Plan

The Town of Crested Butte updates its affordable housing plan every year to plan out projects and goals for the next five years. Moving forward, Town affordable housing projects will incorporate the Town's climate action goals.

Town of Crested Butte Municipal Code, Deconstruction and Recycling Plan

This code requires that all demolition of existing structures in excess of 1,000 square feet submit a deconstruction and recycle plan for approval by the Building Official. There is potential to update the Plan to account for GHG emissions as well as waste, such as those from equipment and transportation associated with demolition activities.

Town of Crested Butte Transportation Plan and Town Vehicle List

Crested Butte's preliminary 2014 Transportation Plan addresses the goals, policies, funding, and issues affecting mobility in Crested Butte. It also provides a 2035 traffic volume forecast and reports the effect of this increased traffic on mobility services. The Town Vehicle List lists the characteristics of the Town's vehicle fleet.

Refuse and Recycling Agreement and Monthly Recycling Reports

These documents outline the current waste management codes and contracts for the Town of Crested Butte. Monthly reports provide the Town's recent recycling rate and resulting GHG emissions savings.

The Navigant team organized the results of their research by GHG reduction area and described their findings to Town Staff. These findings were shared with the CAP committee and were then utilized to guide selection of GHG reduction strategies and development of the implementation plans.

REVIEW OF CRESTED BUTTE EXISTING PLANS



Building Energy Use

Document	Finding	Climate Action Plan Considerations
Town of Crested Butte Sustainability Projects (from website)	The Town upgraded select municipal buildings with new lighting, boilers, and insulation, and installed smart meters at the water and wastewater plants to gain a better understanding of facility energy use, as well as participated in programs from the Governor’s Office for Energy Management and Conservation.	Determine which of the Governor’s Office programs are in alignment with CAP strategy and how they can be incorporated into the Plan.
Gunnison County Strategic Plan	<p>By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 20% from 2005 levels, thereby improving air quality and addressing climate change, as measured by:</p> <p>a) By 2020, EUI (energy use intensity) will be declining from 2015 levels in residential and commercial new and existing buildings with a target of 20% reduction by 2030; and</p> <p>b) By December 31, 2030, Gunnison County will provide leadership to convene stakeholders and facilitate the development of local alternative energy sources and increased efficiency in utilities resulting in declining annual emissions measured by mCO₂e/mBtu.</p>	Learning opportunities from Gunnison County regarding what they have already implemented to work towards their GHG reduction goal.
Gunnison Valley Housing Needs Assessment and Supporting Documents	Up to 330 homes in the North Valley (Crested Butte and Mt. Crested Butte) were identified as being in Fair/Poor condition. Among respondents, energy efficiency improvements such as insulation and windows are the most common needed.	Consider this housing stock as the most likely target for emissions reductions.
	Aging rental inventory was identified as a critical barrier for the Valley, with the inability of lower income homeowners to make necessary repairs and upgrades.	<p>There could be alignment between the need to update rental stock and the CAP desire to reduce energy.</p> <p>Also consider strategies to increase energy efficiency improvement projects amongst lower income homeowners by assisting in the upfront cost of projects.</p>
	Weatherization and Home Improvement Loan programs are available for households below 80% area median income. This program has been used only occasionally.	Promote this program to boost participation, since the survey data shows homes in fair and poor condition are most often in need of energy efficiency upgrades.
	Energy efficiency was indicated as being moderately desired compared to other housing amenities. A garage, storage, pets allowed, in-unit laundry, and yard space all ranked Highly Preferred.	Retrofitting existing buildings to be more energy efficient has the co-benefit of making them more attractive to tenants. However, this is not a tenant’s top concern when looking for a new housing. Consider education to make it more relevant to those looking to rent or buy a home.
	Parking, minimum unit size, setback, and open space requirements limit the feasibility of high density housing.	High density housing is often more energy efficient and affordable. Could we update these requirements to align with the need for housing and emissions reductions?
	Up to 960 new units are predicted to be needed by 2020 in the combined Valley and about 45% of those are predicted to need additional support outside of the traditional market to aid development such as updated policies, funding, and collaborative strategies.	If there are green building codes homes will be more expensive; because of that, the 45% may increase, meaning more houses will require support by government incentives. However, this does provide an opportunity for housing to be built to high sustainability standards.
Of houses in the Valley, 52% are heated by non-electric means.	About half of all homes represent potential emissions savings from switching to electric heat.	

REVIEW OF CRESTED BUTTE EXISTING PLANS



Transportation

Document	Finding	Climate Action Plan Considerations
Transportation Plan and Supporting Documents	<p>Goal: Maintaining a safe pedestrian and bike-oriented community where use of a car is optional.</p>	<p>Potential area of alignment between CAP stakeholder priority to reduce SOV use and Transportation Plan goals.</p>
	<p>Goal: Free parking that allows visitors and residents to walk, bike, or take transit to destinations around town.</p>	<p>New or updated parking infrastructure represents opportunity for construction of public EVSE to support greater EV penetration in the Town, and the potential to decrease SOV use if properly sited.</p>
	<p>Traffic analysis projects 27% total growth in volume entering Crested Butte on SR135 by 2035, increased congestion on Elk Avenue, and several intersection failures.</p>	<p>Growth in traffic into and within Crested Butte represents increased GHG emissions from transportation. We need to account for this increase when understanding how transportation GHG emissions will trend. They may go up despite efforts if the number of new cars on the road outpaces the savings from the CAP strategies.</p>
	<p>GCEA efforts include an EV loaner program and promotion and installation of charging stations.</p>	<p>Work with GCEA to align CAP strategies with current efforts and resources.</p>
	<p>Identified funding mechanisms for transportation projects are a highway use tax fund, a 1% transportation sales tax, a mill levy property tax, CDOT funding, and other grants. Voter-approved bonds can fund one-off projects.</p>	<p>Established funding mechanisms should be reviewed for alignment, limitations, and opportunities to support CAP transportation goals and strategies.</p>
	<p>Planned projects with possible CAP alignment:</p> <ul style="list-style-type: none"> • Parking structure • New sidewalks • Completion of Perimeter Trail • Expand bus service: CB South service, late night service to Gunnison, continue to Gothic, special event service, regional bus to connect to Denver • New bike lanes 	<p>Revisit Transportation Plan to be in alignment with Town Climate Action goals.</p>
	<p>Planned policies with possible CAP alignment:</p> <ul style="list-style-type: none"> • Update development codes • Evaluation parking fee • Update codes for bike parking 	<p>New or updated policies present opportunity to incorporate language to further CAP goals. What planned policies are in the works, or what should we suggest as part of the CAP?</p>
	<p>The current Town vehicle fleet consists of gasoline vehicles (45%), diesel vehicles (45%), and EVs (10%).</p>	<p>The current fleet represents opportunity for greater electrification and Town operations' GHG reduction. The LCA of replacing a new ICE vehicle with an EV needs to be weighed.</p>
	<p>Vehicles with readily available EV replacements: ~50%</p> <p>Filtered for older vehicles (>5 years): ~28%</p>	<p>Only half of the Town's vehicles represent makes and models that are easily replaceable with current EV vehicles. Under one-third of the Town's vehicles are older than 5 years. These age and replacement availability considerations will limit the potential for fleet electrification as a component of the CAP.</p>

REVIEW OF CRESTED BUTTE EXISTING PLANS



Transportation

Document	Finding	Climate Action Plan Considerations
Gunnison Valley Housing Needs Assessment and Supporting Documents	About 63% of residents drive their own car to work as their primary means of transportation. Another 27% bike/walk. Only 10% of employees either carpool/vanpool or take a bus as their primary means of travel.	This finding represents opportunity to reduce emissions through more effective non-SOV transportation infrastructure. Inter-valley transportation solutions must be considered as 79% of mid-valley residents commute to the north valley (Crested Butte) for work.
Town of Crested Butte Sustainability Projects (from website)	Two charging stations and three EVs for staff use. All vehicle purchases must be evaluated for fuel efficiency.	There is an opportunity to build on the successes of these actions and learn how they can be improved for future strategies.
Gunnison County Strategic Plan	By December 31, 2020, 26 municipal fleet vehicles will have been replaced by natural gas vehicles from the 2016 baseline.	Do county vehicles contribute to Crested Butte's GHG baseline?
	By December 31, 2020, Gunnison County will have an additional funding stream for road and bridge infrastructure, construction and maintenance, so that residents and visitors can safely travel on County roads, conduct business, and pursue recreational interests.	Could the Town partner with the County on some of these projects so as to reach CAP goals?



Photo: Lydia Stern

REVIEW OF CRESTED BUTTE EXISTING PLANS



Waste

Document	Finding	Climate Action Plan Considerations
Town of Crested Butte Sustainability Projects (from website)	Operating a biosolids composting program to decrease the number of loads that must go to landfill, installation of seven solar trash compactors to reduce trash pickups.	Assess the GHG emissions reductions associated with these activities and determine how they can support CAP strategies.
Waste Management and Supporting Documents	GHG savings of 28.6 tons of emissions and 27,989 kWh of electricity as a result of April 2019 recycling activities and 37.5 tons of emissions and 36,191 kWh of electricity as a result of May 2019 recycling activities.	Assess current recycling rate to determine potential for greater GHG savings from increased recycling.
Waste Management and Supporting Documents	The recycling goal (30%) was not met for the majority of months in 2019.	Opportunity to increase GHG savings by understanding barriers to reaching the 30% goal. Additionally, review the 30% goal to assess viability of a higher diversion rate and associated GHG savings.
Waste Management and Supporting Documents	Non-recyclables and Excluded Materials listed in the Crested Butte Refuse and Recycling Collection and Disposal Agreement	The effect of recycling activities is limited by the materials included in the contract as recyclable. Assessing this list to determine if additional materials can be categorized as recyclable offers potential for increased GHG reductions.
Waste Management and Supporting Documents	“WMI shall collect, process, and dispose of, at least once each calendar week, all trash, rubbish...”	The ability to reduce waste-related emissions is limited by the current pickup requirements. Assess the need for weekly pickups and viability for a biweekly pickup schedule to reduce emissions resulting from trash collection vehicles.
Waste Management and Supporting Documents	“WMI agrees in principal to assist the Town with developing a future Town-Wide Green Waste Program.”	Calculate the potential GHG reduction from such a Green Waste Program and consider for inclusion in CAP.
Waste Management and Supporting Documents	“At least 60 days prior to the expiration of each Term or Renewal Term, the Town may renegotiate the list of recyclables to include any additional materials desired by the Town.”	A broadened definition of recyclable material has the potential to create a higher waste diversion rate and for greater GHG savings. However, this solution will be bound to the timeline (60 days before end of contract) that is laid out.

REVIEW OF CRESTED BUTTE EXISTING PLANS



Renewable Energy

Document	Finding	Climate Action Plan Considerations
Gunnison County Strategic Plan	By December 31, 2021, Gunnison County will support the development and implementation of a coal mine methane capture, mitigation, and/or utilization strategy to decrease the GHG impacts of coal mine methane being emitted from the North Fork valley by 85%.	Represents potential for local baseload electricity generation from coal mine methane capture activities or local REC generation.
Gunnison County Strategic Plan	By December 31, 2030, Gunnison County will provide leadership to convene stakeholders and facilitate the development of local alternative energy sources and increased efficiency in utilities resulting in declining annual emissions measured by $mCO_2e/mBtu$.	Gunnison County could develop a regional CAP based on Crested Butte's to make it a more holistic plan - in terms of renewable energy this may be important.
Gunnison Valley Housing Needs Assessment and Supporting Documents	About 43% of employers in the valley add to their employment in the summer and 21% add to their employment in the winter.	When procuring or building renewable energy the effect of seasonality on peak demand must be factored in. Another consideration is that offsetting via RECs could provide a flexible way to make up for additional energy use that is not supplied by renewables during peak seasons.
Town of Crested Butte Sustainability Projects (from website)	<p>On December 17, 2018, the Town Council adopted a new solar policy to help streamline the process for building owners pursuing solar for their building. The Town also:</p> <ul style="list-style-type: none"> • Installed solar arrays on the Clarifier building with potential for more panels • Planned solar array for new transit facility • Ordinance requiring mitigation of outdoor heated areas with fee or solar • Facilitated design guideline amendments <p>Took part in the Sunshot program, and received technical assistance, resources, customized best practices, etc.; access to training and meetings; and potentially even a stipend to cover staff time.</p>	Use these initiatives as an opportunity to build on the successes of these actions and learn how they can be improved for future strategies. If still available, leverage the resources from the Sunshot program when developing solar strategies for the CAP.

REVIEW OF BEST PRACTICES IN NEIGHBORING TOWNS



The following towns represent peers similar in size, economy, and climate to the Town of Crested Butte. They also have publicly stated GHG emission reduction goals with sufficient supporting detail to extract insights and best practices relevant to the Crested Butte CAP.



For comparison, the statistics for Crested Butte are as follows:

Population: 1,681 (2017)

Households: 725 (2010)

Total Housing Units: 1,098

Vail (<i>Municipal 2006 GHG Emissions: 11,862.9 mt CO₂e</i>)	
Population: 5,425 (2017)	Households: 2,604 (2010)
	Total Housing Units: 7,210
GHG Mitigation Goal	
Reduce municipal and community energy use by 20% from 2006 levels by 2020 (no GHG specific goal found)	
Renewable Energy Goals	
<ul style="list-style-type: none"> • Utility relationship: Cooperative, Holy Cross Energy. • Holy Cross Seventy70Thirty: increase renewable energy share to 70% renewable by 2030, and decrease the GHG emissions associated with the power supply by 70%. 	
Building Energy Efficiency Goals	
<ul style="list-style-type: none"> • Goal: Implement a sustainable building code program that requires new construction and major renovations (municipal and community) to achieve designated resource and energy efficiency targets. Action items include: <ul style="list-style-type: none"> • Require all Town-funded remodel projects to exceed the IECC by at least 15% on retrofits. • Require ENERGY STAR or better products when available for all new equipment. • Use strategic tree planting to reduce cooling loads of buildings. • Educate the public on the adopted green building program and provide information and services at the Department of Community Development. 	
Clean Transportation Goals	
<ul style="list-style-type: none"> • Goal: Reduce the environmental impact of transportation by supporting efforts within the Eagle Valley to decrease total VMT by commuters and guests by 20% by 2020. • Operates eight hybrid busses on its in-town routes as well as several hybrid municipal fleet vehicles. 	

Aspen (<i>Total 2017 GHG Emissions: 305,319 mt CO₂e</i>)	
Population: 7,097 (2017)	Households: 3,516 (2010)
	Total Housing Units: 6,219
GHG Mitigation Goal	
Reduce community emissions 30% by 2020 and 80% by 2050 below 2004 levels	
Renewable Energy Goals	
<ul style="list-style-type: none"> • Utility relationship: Purchase 30% from Aspen Electric (Municipal, 100% renewable in 2015) and 70% from Holy Cross Energy (Cooperative, 30% renewable in 2015). Natural gas is supplied by Black Hills Energy. • Decarbonize Aspen's energy supply. • Enable and maximize the regional production and consumption of more renewable energy. • Support relevant state and federal policies through active legislative and regulatory engagement. 	
Building Energy Efficiency Goals	
<ul style="list-style-type: none"> • Apply all objectives in the Toolkit to achieve an 86% reduction by 2050 in residential GHG emissions through energy efficiency measures for new and existing residential buildings. • Apply all objectives in the Toolkit to achieve an 86% reduction by 2050 in commercial GHG emissions by promoting benchmarking and reporting, enhancing energy efficiency in new developments, bringing existing buildings up to current building codes, retrofitting government buildings as a model, and optimizing utility rates. 	
Clean Transportation Goals	
<ul style="list-style-type: none"> • Apply all objectives in the Toolkit to achieve an 80% reduction by 2050 in transportation-related GHG emissions by promoting alternatives to SOVs, enhancing first and last mile connectivity to transit, supporting the adoption of alternative fuel vehicles, redesigning urban form and population density, promoting new mobility technologies, increasing the cost of driving, and supporting federal and state policies. 	



For comparison, the statistics for Crested Butte are as follows:

Population: 1,681 (2017)

Households: 725 (2010)

Total Housing Units: 1,098

Dillon (Total 2017 GHG Emissions: 33,702 mt CO₂e)

Population: 1,062	Households: 455
	Total Housing Units: 1,290

GHG Mitigation Goal

May 2019: Adopted the Summit County CAP to support a countywide emissions reduction of 50% by 2030 and 80% by 2050 from 2017 levels

Renewable Energy Goals

- Utility relationship: IUO, Xcel Energy
- Reduce emissions from electricity use 100% by 2035 by adopting the IECC, participating in NREL’s SolSmart program, and considering Xcel Energy’s renewable electricity programs.

Building Energy Efficiency Goals

- Support reducing building emissions 21% by 2030 and 36% by 2050 countywide from residential and commercial buildings by adhering to the Summit Sustainable Building code, tracking municipal energy use, and identifying buildings from energy efficiency improvements, hosting LED bulb giveaways.

Clean Transportation Goals

- Support reducing transportation emissions 25% by 2030 and 91% by 2050 countywide by developing and implementing a communitywide EV Readiness Plan and provide incentives to use public transportation.



Photo: Lydia Stern

ACKNOWLEDGEMENTS





The following individuals and organizations have directly contributed to the development of this plan. Their commitment and thoughtful contributions of time and expertise have assisted in developing a strong and implementable approach to climate action and adaptation.

Mayor and Town Council

Jim Schmidt, *Mayor*
Will Dujardin, *Mayor Pro Tem*
Laura Mitchell, *Town Council*
Chris Haver, *Town Council*
Candice Bradley, *Town Council*
Mallika Magner, *Town Council*
Mona Merrill, *Town Council*
Paul Merck, *Town Council*

Town Staff

Shea Earley, *Public Works Director*
Dale Hoots, *Facilities Maintenance Lead*
Dara MacDonald, *Town Manager*
Mel Yemma, *Planner I*
Michael Yerman, *Community Development Director*
Rob Zillioux, *Finance Director*

Stakeholder Committee

John Cattles, *Sustainable Operations Director, Gunnison County*
Patrick Church, *Precise Painting, Community Representative*
Kent Cowherd, *Architect, Community Representative*
Janet Farmer, *Mayor, Mt. Crested Butte*
Matt Feier, *Director of Planning and Sustainability, Crested Butte Mountain Resort*
Nola Hadley, *Student, Youth Representative*
Betsy Kolodziej, *Teacher, Crested Butte Community School*
Roman Kolodziej, *Council Member, Mt. Crested Butte*
Chris Larsen, *Transit Manager, Mountain Express*
Rob Leivo, *Vice President, Marketing, Atmos Energy*
Jason MacMillan, *Delta Brick and Climate Company, Western MEM Candidate, Community Representative*
Mike McBride, *Chief Executive Officer, Gunnison County Electric Association*
Ashley UpChurch, *Executive Director, Crested Butte/ Mt. Crested Butte Chamber of Commerce*
Todd Wasinger, *Teacher, Crested Butte Community School*

Special Thank You

Loren Ahonen, *GV-HEAT, Gunnison Valley Regional Housing Authority*
Nicole DeSasso, *Project Manager, Stakeholder Engagement Lead, and Sustainable Crested Butte Representative, Navigant*
Shay Bannister, *Sustainable Crested Butte*
Victoria Greenen, *Best Practice and Engineering Lead, Navigant*
Joy Henning, *Waste Management*
Rowena Patawaran, *Account Executive and Energy Performance Contract Project Manager, Johnson Controls*
Frank Stern, *Managing Director in Charge and Quality Control, Navigant*
Danielle Vitoff, *GHG Strategy and Prioritization Lead, Navigant*

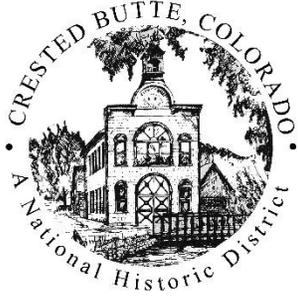
Project Team

NAVIGANT
A Guidehouse Company



Photo Credit

Lydia Stern
Xavier Fane



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Bywater Partial Release of Option Block 76 Lots 1-6, Block 77 Lot 10**

Date: December 16, 2019

Background:

At this time, closings on Phase 1 are set to close over the next 2 months. These closings will put 15 local families in new homes and 2 employees in Town rentals. To allow these properties to close, the Town will need to lift its option to purchase the units back in the case of a default in Phase 1 by Bywater. The new homes for locals will still have the Master Deed Restriction to protect the properties in perpetuity.

Recommendation:

A Council person make a motion followed by a second to set Ordinance 43, Series 2019 to a public hearing for January 6, 2020.

ORDINANCE NO. 43**SERIES 2019****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE PARTIAL RELEASE OF THE TOWN'S OPTION TO REPURCHASE TOWNHOUSE UNITS CONSTRUCTED ON BLOCK 76, LOTS 1-6 AND BLOCK 77, LOT 10, IN THE PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, GUNNISON COUNTY, STATE OF COLORADO**

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 the Constitution and the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property; and,

WHEREAS, the Town owns an interest in Block 76, Lots 1-6 and Block 77, Lot 10, in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado, under an Option Agreement with Bywater LLC and Community Banks of Colorado, a division of NBH Banks recorded April 4, 2019, at Reception No. 659377 of the records of the Gunnison County Clerk and Recorder (the "Phase 1 Property"); and,

WHEREAS, Bywater has substantially completed the construction of the Townhouse Units on the Phase 1 Property pursuant to the Contract to Buy, Sell and Develop Deed Restricted Housing in the Town's Paradise Park subdivision entered into by the Town and Bywater on February 28, 2019; and,

WHEREAS, the Town has issued certificates of occupancy for the Townhouse Units, and the closings on the sales of the Townhouse Units to the purchasers who qualified to buy the Units are scheduled for January 8, 2020, and February 8, 2020; and,

WHEREAS, the Town is purchasing and closing on the Townhouse Units constructed on Block 76, Lot 6, pursuant to the Contract to Buy and Sell Real Estate dated March 18, 2019 between Bywater and the Town; and,

WHEREAS, the Town no longer needs to exercise its option under the Option Agreement to repurchase any of the Townhouse Units that were constructed on the Phase 1 Property since the Units are ready to be conveyed to the qualified purchasers; and,

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interests of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Town release and relinquish its option granted under Option Agreement with Bywater and Community Banks of Colorado, as set forth herein.

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

Section 1. Authorization to Release Town-owned Deed Restrictions. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to release the following described property from Town's option under the Option Agreement recorded April 5, 2019, at Reception No. 659377 of the Gunnison County Clerk and Recorder, to wit:

Block 76, Lots 1, 2, 3, 4, 5, 6
 Block 77, Lot 10
 Paradise Park Subdivision,
 Town of Crested Butte, Gunnison County, Colorado

according to the plat recorded August 29, 2002, at Reception No. 523289, the Replat thereof recorded on April 27, 2016, at Reception No. 639098, and the Replat of Block 76 Paradise Park Subdivision, recorded on February 22, 2019, at Reception No. 658805, of the records of the Gunnison County Clerk and Recorder (the "Phase 1 Property").

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the partial release of the Town's option under the Option Agreement upon the Phase 1 Property, following approval thereof by the Town Attorney.

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

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

December 16, 2019

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea Earley, Director of Public Works

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

Date: December 11, 2019

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

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

Recommendation: Staff recommends setting Ordinance No. 44, Series 2019 for public hearing at the January 6, 2020 Council Meeting.

Proposed Motion: I move to set Ordinance No. 44, Series 2019 for public hearing at the January 6, 2020 Council Meeting.

Attachments:

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

ORDINANCE NO. 44

SERIES 2019

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

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

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

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

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

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

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

POTABLE WATER SERVICE AGREEMENT

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

Recitals

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Potable Water Service Agreement (Turnbull)
Page 6 of 9

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

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

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

With copy to:

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Potable Water Service Agreement (Turnbull)
Page 8 of 9

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

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

Witness my hand and official seal.

My Commission expires: _____.

Potable Water Service Agreement (Turnbull)
Page 9 of 9

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.

EASEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

Easement Agreement (Turnbull)
Page 4 of 6

County Clerk and Recorder's Office.

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement (Turnbull)
Page 5 of 6

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

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

Witness my hand and official seal.

My Commission expires: _____.

Easement Agreement (Turnbull)
Page 6 of 6

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

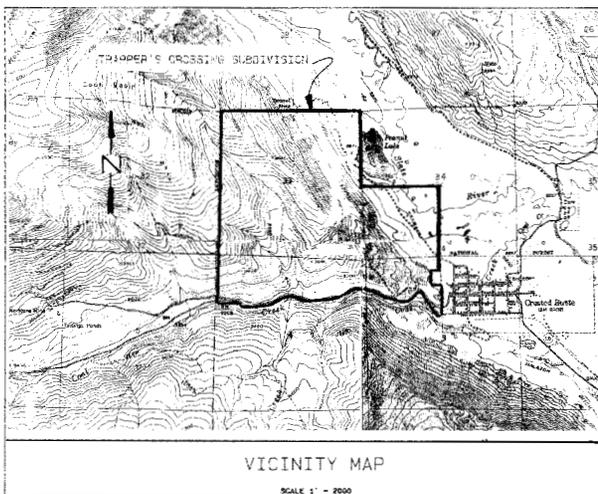
By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.



VICINITY MAP
SCALE 1" = 2000'

COMMENTS

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

General Notes:

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

STATEMENT OF SURVEYOR

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

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



James P. Furey
James P. Furey, L.S. #11250
April 19, 1990
Date

DEDICATION

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

A tract of land within the following sections:

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

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

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

- South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
- South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
- South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
- South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kehler Pass County Road (County Road No. 12);
- North 05° 31' 28" East 194.52 feet along said center line;
- 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 1450.00 feet;
- North 78° 29' 39" East 79.65 feet along said center line;
- 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
- South 87° 17' 28" East 387.42 feet along said center line;
- 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
- South 47° 00' 32" East 82.88 feet along said center line;
- 187.04 feet along said center line on a tangent curve to the left, said curve having a radius of 289.00 feet;
- South 88° 13' 33" East 102.18 feet along said center line;
- 238.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
- North 71° 45' 12" East 128.24 feet along said center line;
- 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
- North 93° 33' 40" East 184.88 feet along said center line;
- 183.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
- North 58° 11' 31" East 121.10 feet along said center line;
- 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
- South 64° 10' 35" East 35.26 feet along said center line;
- 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
- South 78° 32' 50" East 140.49 feet along said center line;
- 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
- South 1° 29' 54" East 114.91 feet along said center line;
- 316.87 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
- North 89° 48' 54" East 37.33 feet along said center line;
- 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
- North 83° 32' 14" East 49.94 feet along said center line;
- 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
- North 76° 55' 24" East 487.14 feet along said center line;
- 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
- North 57° 47' 22" East 148.51 feet along said center line;
- 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
- North 78° 50' 01" East 118.25 feet along said center line;
- 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
- South 64° 17' 18" East 116.40 feet along said center line;
- 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
- South 89° 18' 58" East 160.31 feet along said center line;
- 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
- South 64° 37' 39" East 181.45 feet along said center line;
- 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
- South 81° 09' 08" East 136.30 feet along said center line;
- 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
- South 60° 43' 40" East 110.77 feet along said center line;
- 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
- North 48° 41' 20" East 288.26 feet along said center line;

- 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
- South 52° 11' 30" East 876.17 feet along said center line;
- 269.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
- North 87° 34' 14" East 50.30 feet along said center line;
- North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
- WEST 110.71 feet along said boundary;
- NORTH 216.50 feet along the westerly boundary of said Smith property;
- WEST 390.50 feet along the westerly boundary of said Smith property;
- NORTH 595.50 feet along the westerly boundary of said Smith property;
- EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
- North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
- North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
- South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
- North 1° 16' 03" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

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

ALSO EXCEPTING THEREFROM a tract of land within the NE1/4NW1/4 of said Section 2 that was conveyed from Durango Land and Coal Company to Crested Butte Light and Water Company in a deed recorded in Book 164 at Page 548 of the records of the Gunnison County Clerk and Recorder.

This tract contains 936 acres more or less.

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

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

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

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

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

STATE OF COLORADO) ss.
County of Gunnison

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

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

CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this plat was filed in the office of the Clerk and Recorder of Gunnison County, Colorado on the 25th day of April, 1990. Reception No. 418367.

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

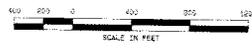
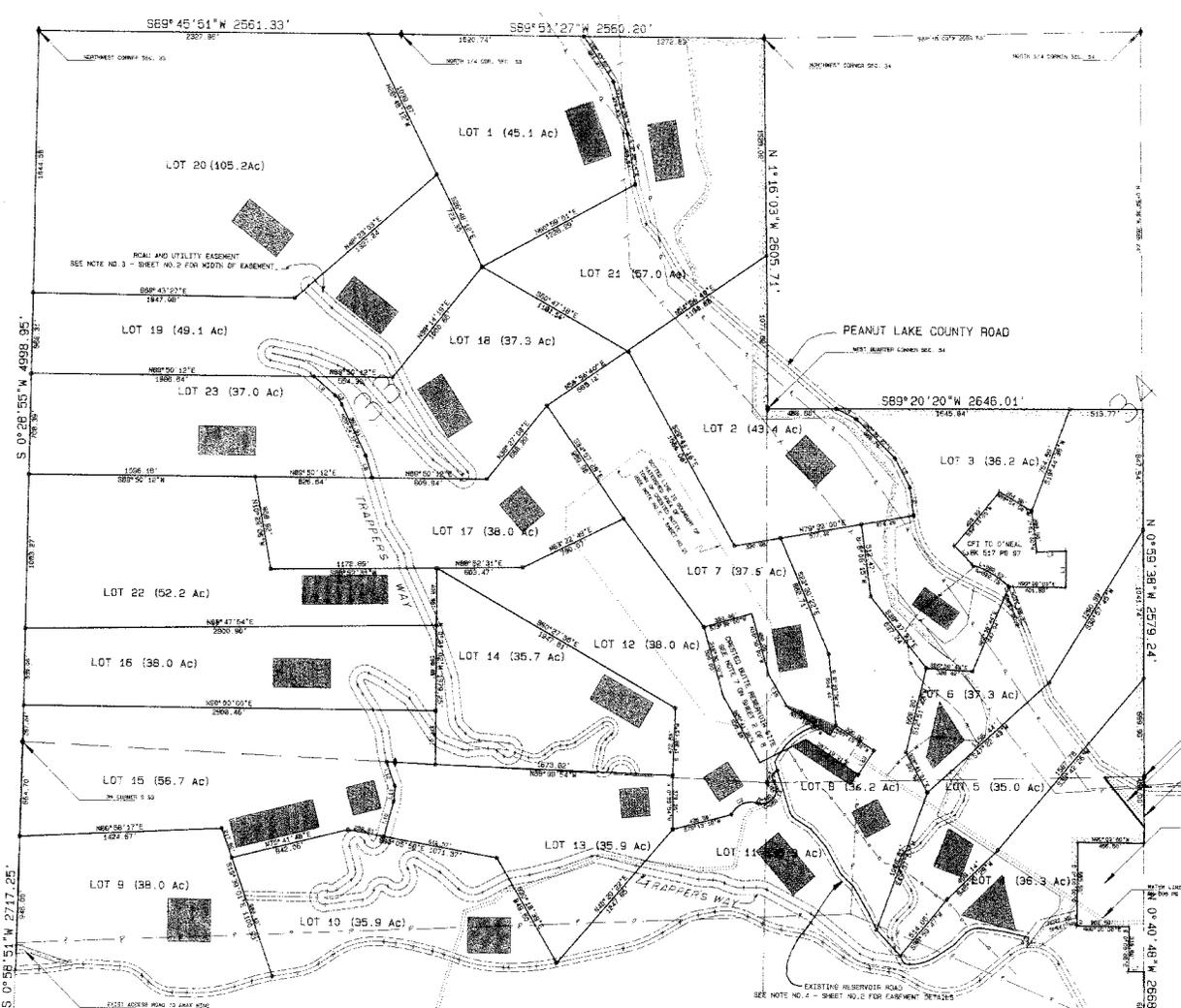
TRAPPER'S CROSSING AT CRESTED BUTTE
a subdivision within
SECTIONS 33 & 34, T13S, R86W, 6thPM
SECTION 3 & 4, T14S, R86W, 6thPM
GUNNISON COUNTY, COLORADO

PREPARED DATE: April 19, 1990
JAMES P. FUREY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1907, GUNNISON, CO. 81201

SHEET 1 OF 8

TABLE OF CONTENTS

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



SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)

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

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

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00"E	257.487
2	S 87°05'00"W	208.25
3	S 84°40'00"E	187.24
4	S 84°32'01"W	154.29
5	S 82°49'20"E	229.63
6	S 81°17'14"E	197.69
7	S 80°00'00"E	110.71
8	N 1°37'57"W	163.28
9	S 84°46'55"E	197.72
10	N 14°34'08"E	208.72
11	N 41°12'10"E	108.65
12	N 19°42'25"W	180.17
13	S 82°42'00"E	200.50
14	S 82°41'00"W	80.09
15	N 83°00'00"W	205.00

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	108°56'01"	50.00	49.59	94.77	518°31'26"W	81.21	
2	84°58'21"	100.00	136.18	221.15	S 87°31'57"W	201.66	
3	23°32'49"	200.00	49.47	79.87	N 87°20'34"W	79.34	
4	22°52'49"	200.00	49.47	79.87	N 87°20'34"W	79.34	
5	166°36'01"	50.00	49.58	94.77	S 16°31'26"W	81.21	
6	84°28'21"	150.00	136.18	221.15	S 87°17'57"W	201.66	
7	22°52'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	

TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 19, 1990 LATEST REV. DATE: 00
 ENGINEERS AND LAND SURVEYING
 P. O. BOX 1307, GUNNISON, CO. 81230
 SHEET 2 OF 8

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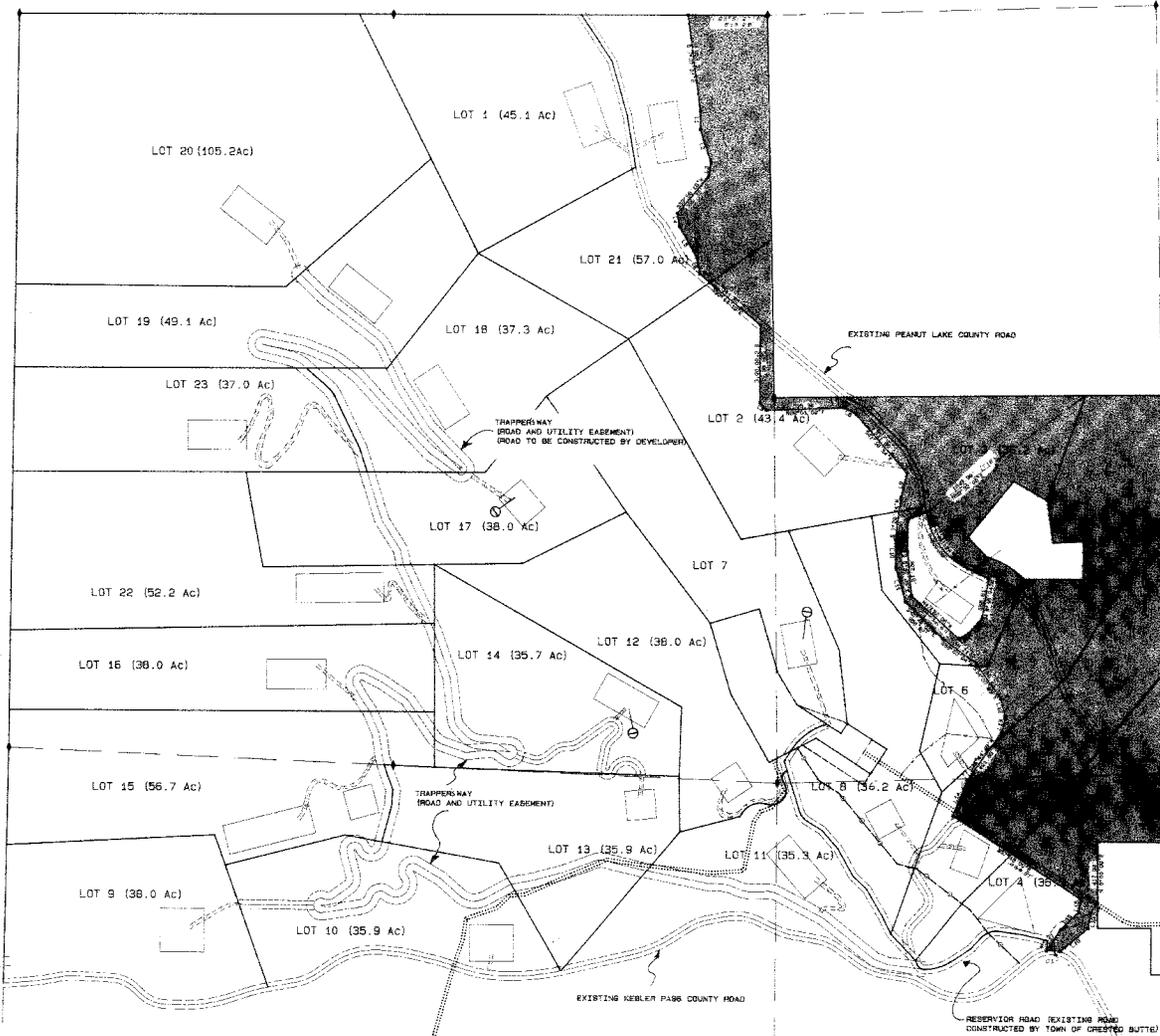


TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S 18°09'32"E	232.44'		
3	S 10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S 29°05'24"E	247.79'		
6	S 10°10'57"E	108.60'		
7	S 43°08'12"E	80.52'		
8	S 40°58'32"E	56.73'		
9	S 13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S 16°16'04"E	240.33'		
12	S 15°20'41"E	125.79'		
13	S 13°38'41"W	111.82'		
14	S 21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S 45°56'55"W	168.17'		
17	S 33°44'55"W	176.74'		
18	N 50°03'24"E	256.48'		
19	N 9°32'29"E	107.90'		
20	N 34°14'57"E	79.09'		
21	N 64°34'54"W	162.47'		
22	S 69°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N 61°32'48"E	80.15'		
25	N 40°47'35"E	140.41'		

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

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

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

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

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

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

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

TRAPPER'S CROSSING AT CRESTED BUTTE
ROADS, DRIVEWAYS, LEACH FIELDS
AND SKIING EASEMENTS

PREPARATION DATE: April 18, 1990 LATEST REV. DATE/NO.
 JAMES D. FURSEY
 ENGINEERING AND LAND SURVEYING
 P. O. BOX 1879, SURREY, CO. 81350

SHEET 3 OF 8

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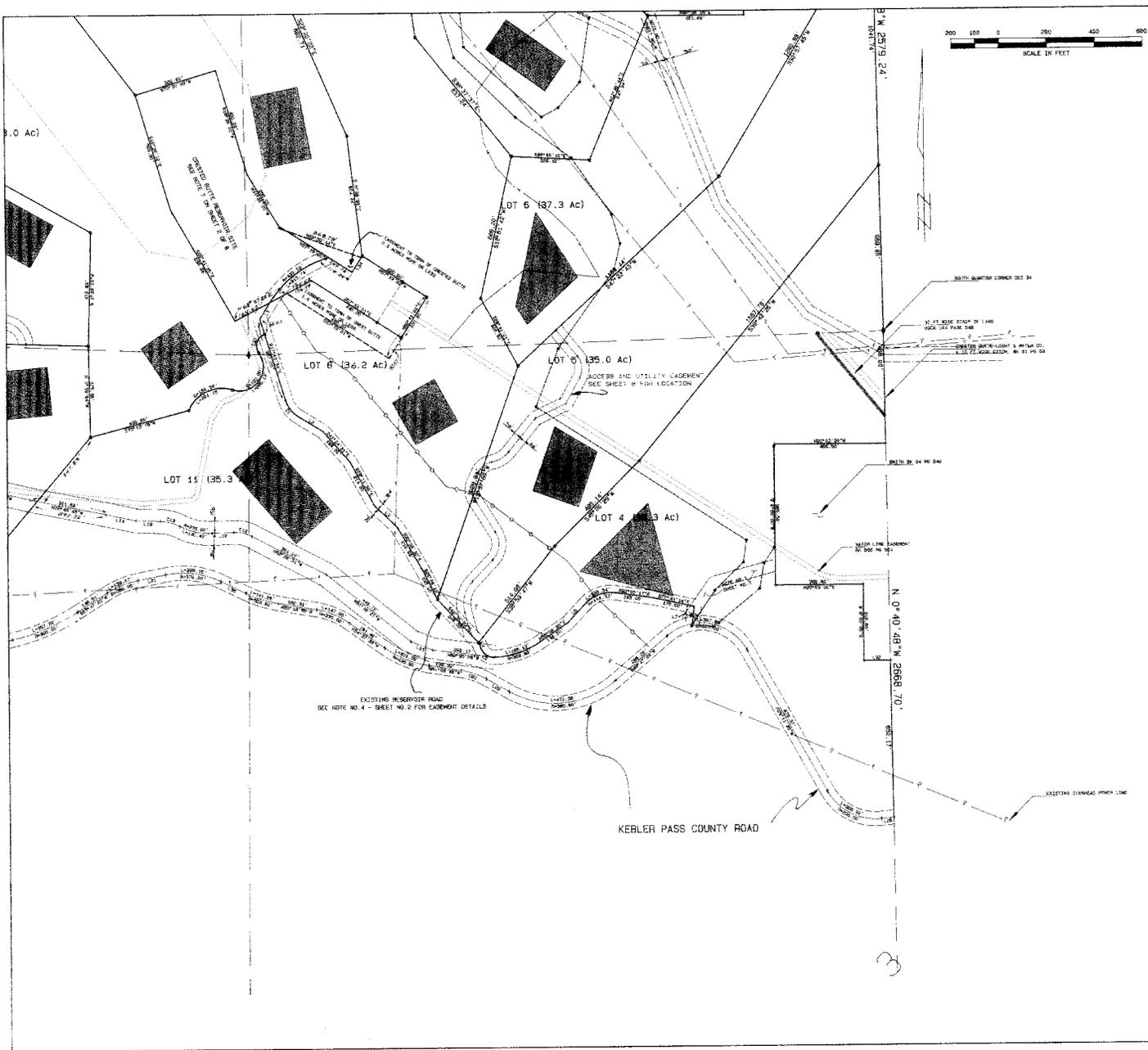


TABLE OF SHORT LINE AND CURVE SEGMENTS

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

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	36.43	38.79	67.87	S89°14'02"E	62.94
12	2°44'50"	150.00	39.84	72.60	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.71

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

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

PREPARATION DATE: 07/21/2010 LATEST REV. DATE/NO:

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

SHEET 5 OF 8

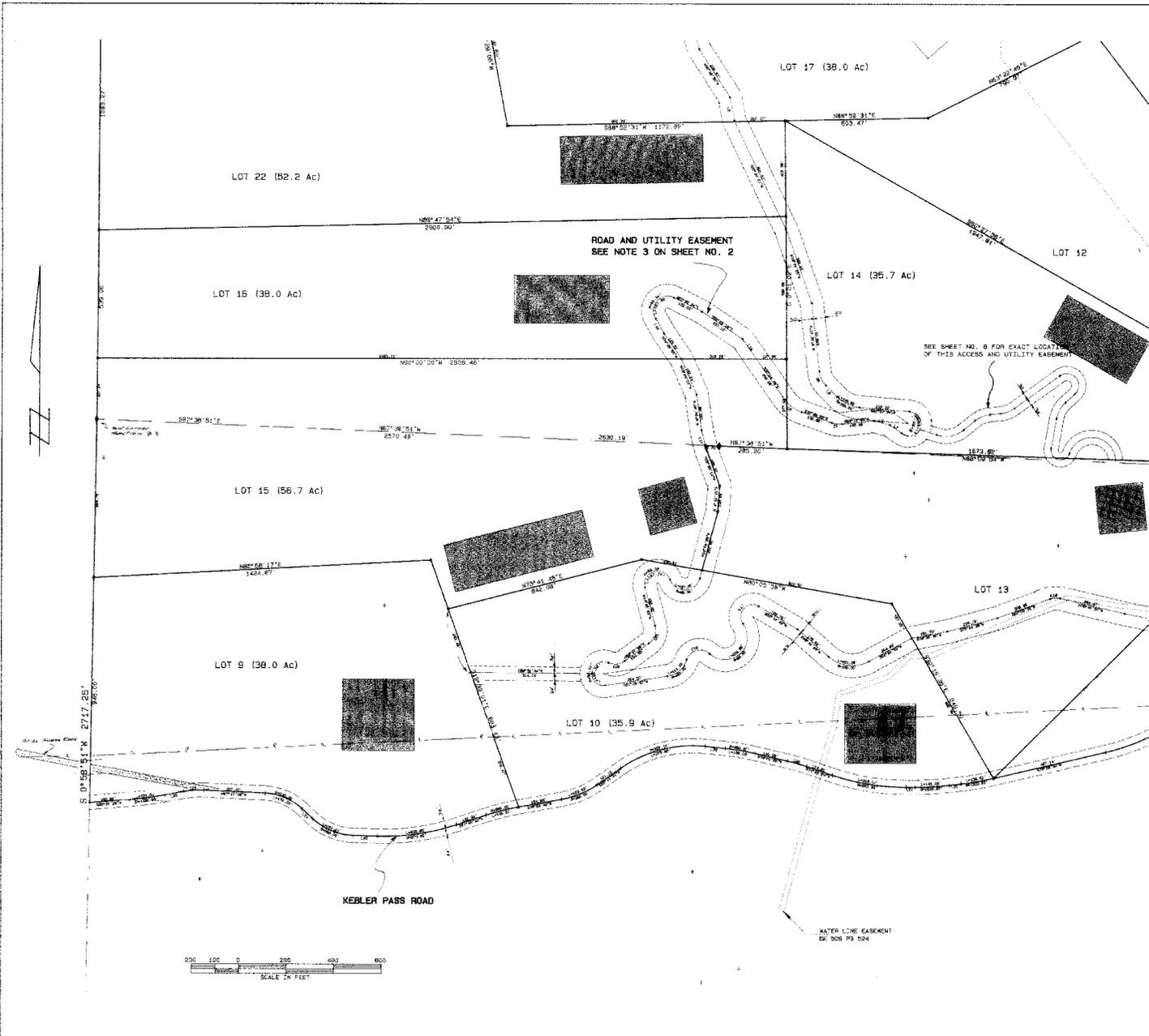


TABLE OF SHORT CURVE AND LINE SEGMENTS

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

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	533°11'47"W	71.80	100.86
2	60°28'15"	100.00	56.25	105.48	S73°52'55"W	100.86	79.34
3	20°38'47"	200.00	40.47	79.87	N87°01'38"W	79.34	84.23
4	41°14'15"	119.60	45.00	86.08	S37°47'42"E	84.23	81.21
5	109°38'01"	80.00	86.88	84.77	S18°31'28"W	81.21	87.63
6	34°03'25"	150.00	45.99	69.24	S33°58'48"E	87.63	43.36
7	29°02'30"	150.00	52.21	43.71	S83°10'40"E	43.36	63.88
8	37°41'20"	100.00	54.00	66.67	N09°00'00"W	63.88	54.07
9	15°35'19"	200.00	87.26	54.24	S60°25'28"E	54.07	0.00
10	10°00'00"	30.00	0.00	0.00	N1°00'00"E	0.00	86.33
11	35°34'47"	100.00	35.21	70.30	N87°47'51"E	86.33	52.45
12	38°08'59"	120.00	30.34	63.18	N58°30'22"E	52.45	77.43
13	37°48'30"	120.00	41.06	72.12	N59°11'04"W	77.43	77.01
14	29°44'58"	150.00	39.64	77.89	N77°15'51"W	77.01	88.57
15	29°16'05"	150.00	42.30	83.24	N79°25'08"W	88.57	40.16
16	33°29'38"	75.00	29.96	40.74	S68°52'59"W	40.16	37.93
17	196°38'58"	50.00	242.05	139.71	S41°52'28"W	37.93	101.04
18	114°42'40"	60.00	83.86	125.13	S75°05'59"W	101.04	69.45
19	90°28'54"	75.00	36.99	72.87	N63°42'22"E	69.45	78.87
20	88°34'30"	75.00	47.73	89.78	N19°40'42"E	78.87	84.54
21	158°03'58"	45.00	382.70	117.33	S1°02'53"W	84.54	96.30
22	0°23'00"	90.00	46.32	64.67	N94°11'22"W	84.54	96.30
23	151°51'50"	375.00	43.44	85.48	S60°18'02"W	96.30	

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

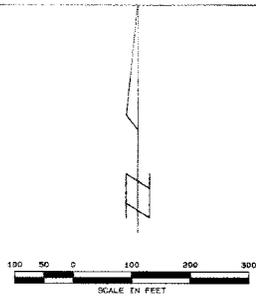
TRAPPER'S CROSSING AT CRESTED BUTTE
EXPANDED VIEW OF SW QUADRANT

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

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

SHEET 6 OF 8

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CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	36°47'00"	75.00	40.54	74.33	N 3°32'10"W	71.32
2	55°37'19"	74.93	39.32	72.74	N 52°37'00"E	69.91

LINE	BEARING	DISTANCE
1	N 15°28'45"W	94.97'
2	N 54°48'12"E	44.49'
3	N 43°12'29"W	45.14'

LINE	BEARING	DISTANCE
1	N 51°00'27"E	41.15'
2	N 84°33'14"E	44.61'
3	S 48°04'22"W	32.94'
4	S 75°18'45"E	59.67'
5	S 31°52'38"E	32.78'
6	N 44°24'07"W	47.33'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	30°09'58"	120.00	32.34	43.18	N 69°30'19"E	42.45
2	29°02'30"	100.00	25.21	42.71	S 87°10'40"E	43.36

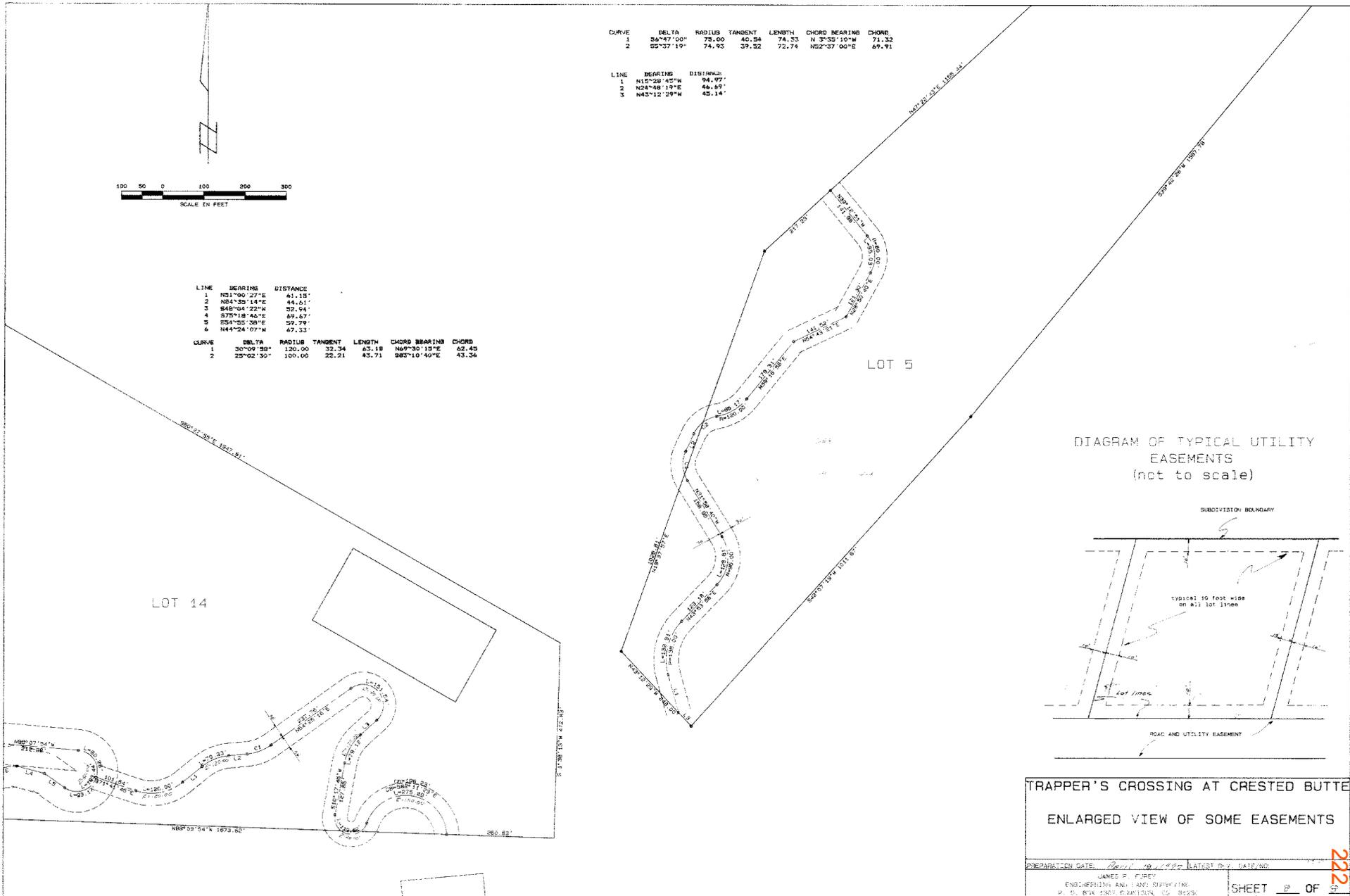
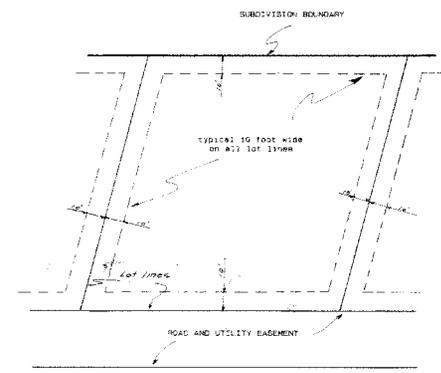


DIAGRAM OF TYPICAL UTILITY EASEMENTS
(not to scale)



TRAPPER'S CROSSING AT CRESTED BUTTE
ENLARGED VIEW OF SOME EASEMENTS

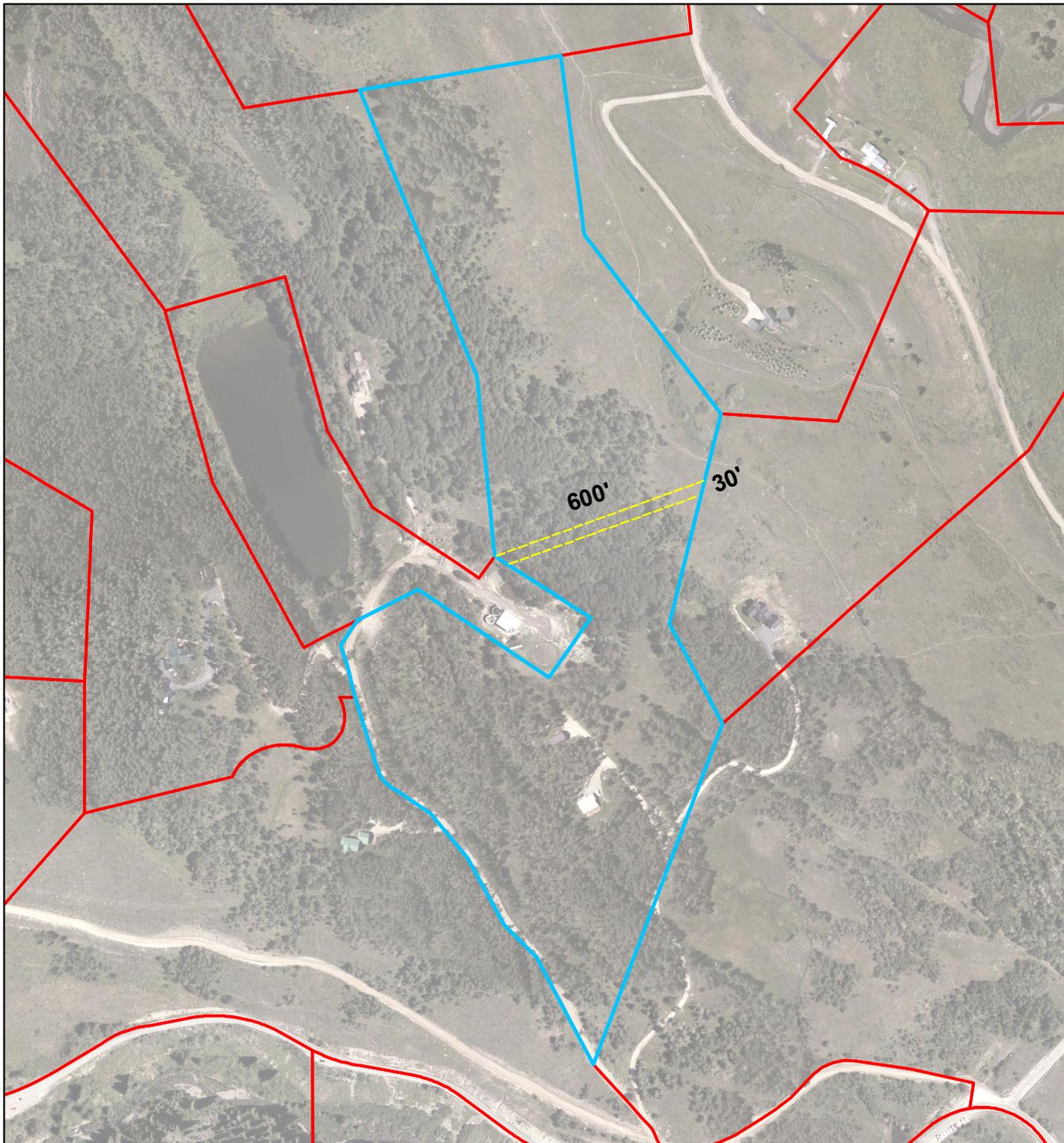


FIGURE 1 - Approximate Location of Water Line Easement for Lot 8 Trapper's Crossing at Crested Butte

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



December 4, 2019

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

RE: Request for Extension of Water Service Beyond Town Boundaries

Dara MacDonald

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

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

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

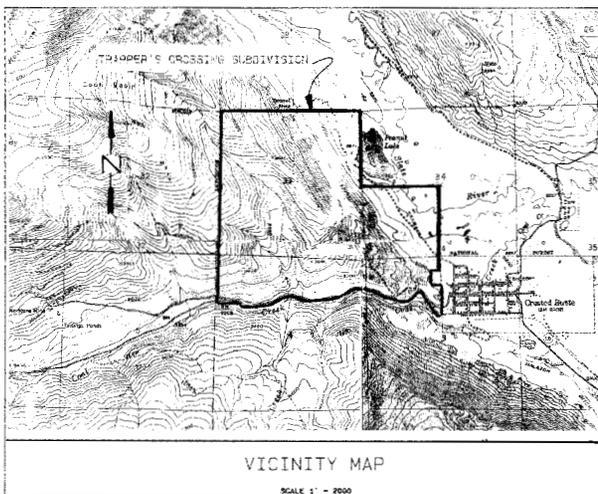
The legal description of the property is Lot 8, Trappers Crossing at Crested Butte and further illustrated in **Exhibit A**. The property has already been developed and includes a primary single family dwelling unit and a detached garage with a second single family dwelling unit. The primary unit and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

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

Sincerely

Thomas M. Turnbull
Owner

Pamela L. Turnbull
Owner



VICINITY MAP
SCALE 1" = 2000'

COMMENTS

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

General Notes:

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

STATEMENT OF SURVEYOR

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

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



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

DEDICATION

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

A tract of land within the following sections:

- all Section 33 Township 13 South, Range 86 West, 6th PM
- SW1/4 Section 34 Township 13 South, Range 86 West, 6th PM
- NW1/4 Section 3 Township 14 South, Range 86 West, 6th PM
- N1/2 Section 4 Township 14 South, Range 86 West, 6th PM

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

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

1. South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
2. South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
3. South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
4. South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kebler Pass County Road (County Road No. 12);
5. North 05° 31' 28" East 194.52 feet along said center line;
6. 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 375.00 feet;
7. North 78° 29' 39" East 79.65 feet along said center line;
8. 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
9. South 87° 17' 28" East 387.42 feet along said center line;
10. 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
11. South 47° 00' 32" East 82.88 feet along said center line;
12. 187.04 feet along said center line on a tangent curve to the left, said curve having a radius of 265.00 feet;
13. South 88° 13' 33" East 102.18 feet along said center line;
14. 238.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
15. North 71° 45' 12" East 129.24 feet along said center line;
16. 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
17. North 93° 33' 40" East 184.88 feet along said center line;
18. 183.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
19. North 58° 11' 31" East 121.10 feet along said center line;
20. 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
21. South 64° 10' 35" East 35.26 feet along said center line;
22. 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
23. South 78° 32' 50" East 140.49 feet along said center line;
24. 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
25. South 1° 29' 54" East 114.91 feet along said center line;
26. 316.07 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
27. North 89° 48' 54" East 37.33 feet along said center line;
28. 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
29. North 83° 32' 14" East 49.94 feet along said center line;
30. 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
31. North 76° 55' 24" East 487.14 feet along said center line;
32. 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
33. North 57° 47' 22" East 148.51 feet along said center line;
34. 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
35. North 78° 50' 01" East 118.25 feet along said center line;
36. 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
37. South 64° 17' 18" East 116.40 feet along said center line;
38. 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
39. South 89° 18' 58" East 160.31 feet along said center line;
40. 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
41. South 85° 37' 39" East 181.45 feet along said center line;
42. 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
43. South 81° 09' 08" East 136.30 feet along said center line;
44. 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
45. South 60° 43' 40" East 110.77 feet along said center line;
46. 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
47. North 48° 41' 20" East 288.26 feet along said center line;

48. 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
49. South 52° 11' 30" East 876.17 feet along said center line;
50. 269.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
51. North 87° 34' 14" East 50.30 feet along said center line;
52. North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
53. WEST 110.71 feet along said boundary;
54. NORTH 216.50 feet along the westerly boundary of said Smith property;
55. WEST 390.50 feet along the westerly boundary of said Smith property;
56. NORTH 595.50 feet along the westerly boundary of said Smith property;
57. EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
58. North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
59. North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
60. South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
61. North 1° 16' 03" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

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

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

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

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

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

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

By: Ronald G. Spence, President

STATE OF COLORADO) ss
County of Gunnison

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

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

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

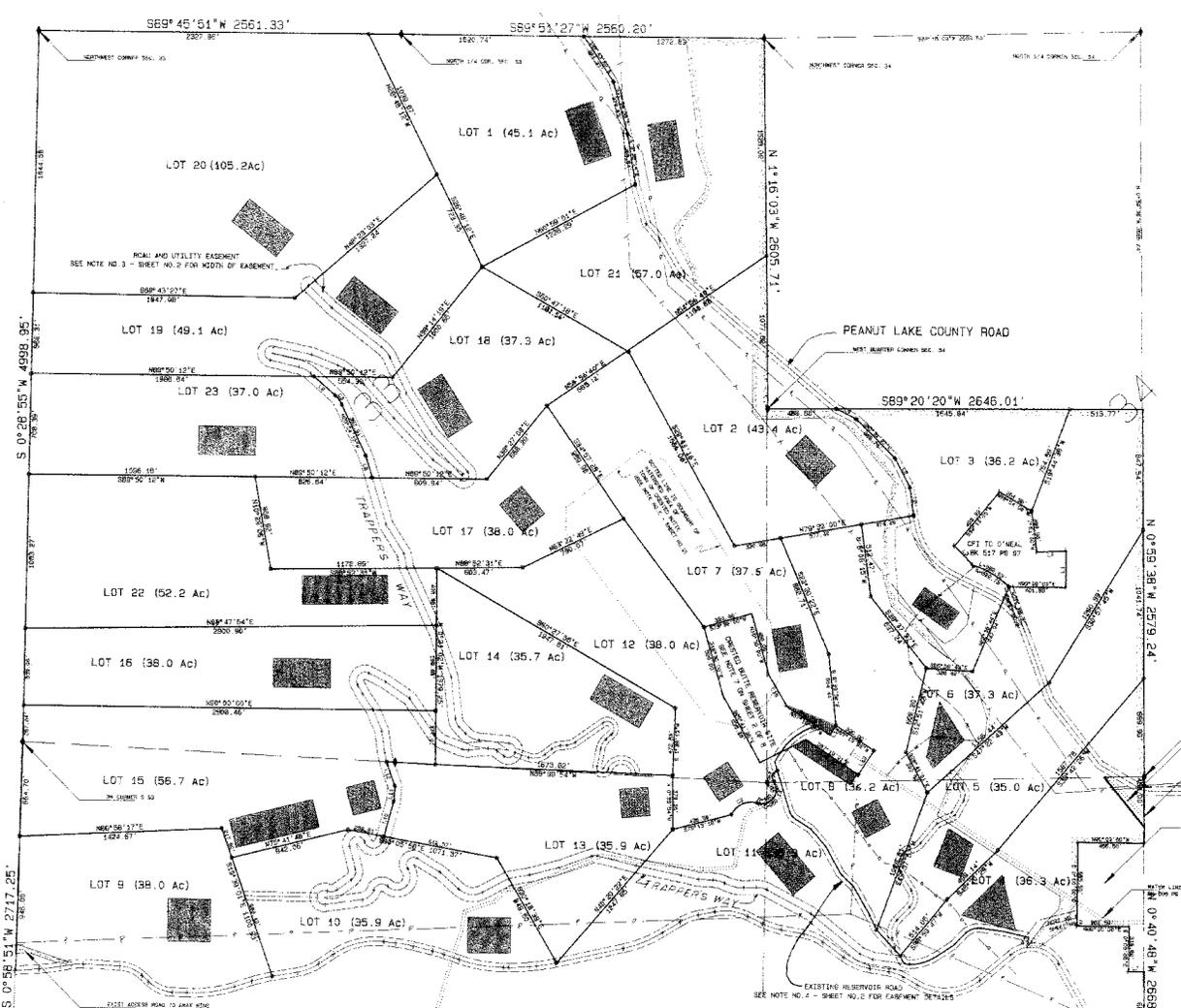
Notary Public
JAMES P. FUREY
CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO

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

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

TABLE OF CONTENTS

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



SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)

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

LEGEND

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

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00"E	257.487
2	S 87°05'00"W	208.25
3	S 84°40'00"W	187.24
4	S 84°32'01"W	154.29
5	S 82°49'20"W	229.63
6	S 81°17'14"E	197.49
7	S 80°00'00"E	110.71
8	N 11°37'57"W	163.28
9	S 84°46'55"W	197.72
10	N 14°34'08"E	208.72
11	N 41°12'10"E	108.65
12	N 19°42'25"W	180.17
13	S 82°42'00"E	200.50
14	S 82°41'00"W	80.09
15	N 83°00'00"W	205.00

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	108°56'01"	50.00	49.58	94.77	518°31'26"W	81.21	
2	84°58'21"	100.00	134.18	221.15	S 85°31'57"W	201.66	
3	23°32'49"	200.00	49.47	79.87	N 87°20'34"W	79.34	
4	22°52'49"	200.00	49.47	79.87	N 87°20'34"W	79.34	
5	166°36'01"	50.00	49.58	94.77	S 16°31'26"W	81.21	
6	84°28'21"	150.00	136.18	221.15	S 85°17'57"W	201.66	
7	22°52'47"	200.00	49.47	79.87	N 87°20'34"W	79.34	

TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

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

SHEET 2 OF 8

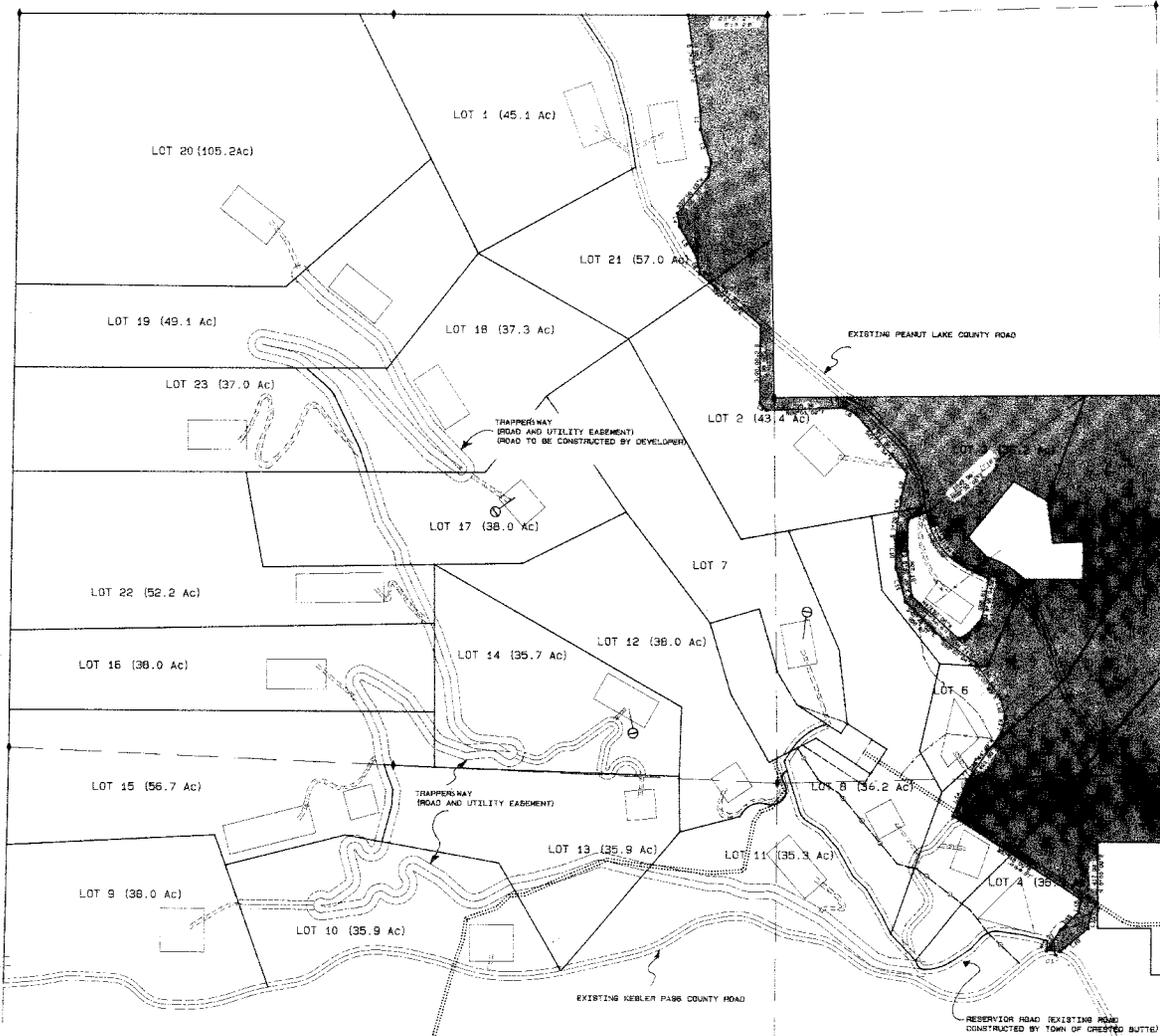


TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S18°09'32"E	232.44'		
3	S10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S29°05'24"E	247.79'		
6	S10°10'57"E	108.60'		
7	S43°08'12"E	80.52'		
8	S40°58'32"E	56.73'		
9	S13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S16°16'04"E	240.33'		
12	S15°20'41"E	125.79'		
13	S13°38'41"W	111.82'		
14	S21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S45°56'55"W	168.17'		
17	S33°44'55"W	176.74'		
18	N50°03'24"E	256.48'		
19	N 9°32'29"E	107.90'		
20	N34°14'57"E	79.09'		
21	N44°34'54"W	162.47'		
22	S69°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N61°32'48"E	80.15'		
25	N40°47'35"E	140.41'		

LEGEND

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

- IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER**
- TRAPPER WAY** to be constructed from its intersection with the Reservoir Road (at southwest corner of Lot 4) to its terminus at the lot boundary common to Lots 19 and 20. Road to have a traveled way, width of 20 feet from its beginning to the switchback in Lot 14 and thereafter a width of 18 feet to its terminus in Lot 20. Road to be constructed within the "road and utility easement" shown hereon.
- IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS**
- Lot 4 Drive** Road to be constructed by Owners of Lots 5, 4 and 8 within the "road and utility easement" shown on these drawings (leads from the existing Reservoir Road to a terminus at the boundary common to Lots 5 and 4).
- Lot 9 Drive** Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).
- Lot 12 Drive** Road to be constructed by Owners of Lots 13 and 14 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 13 and 14).

TRAPPER'S CROSSING AT CRESTED BUTTE
ROADS, DRIVEWAYS, LEACH FIELDS
AND SKIING EASEMENTS

PREPARATION DATE: April 18, 1990	LATEST REV. DATE/NO.
JAMES D. FURIE ENGINEERING AND LAND SURVEYING P. O. BOX 1879, SURREY, CO. 81350	
SHEET 3 OF 8	

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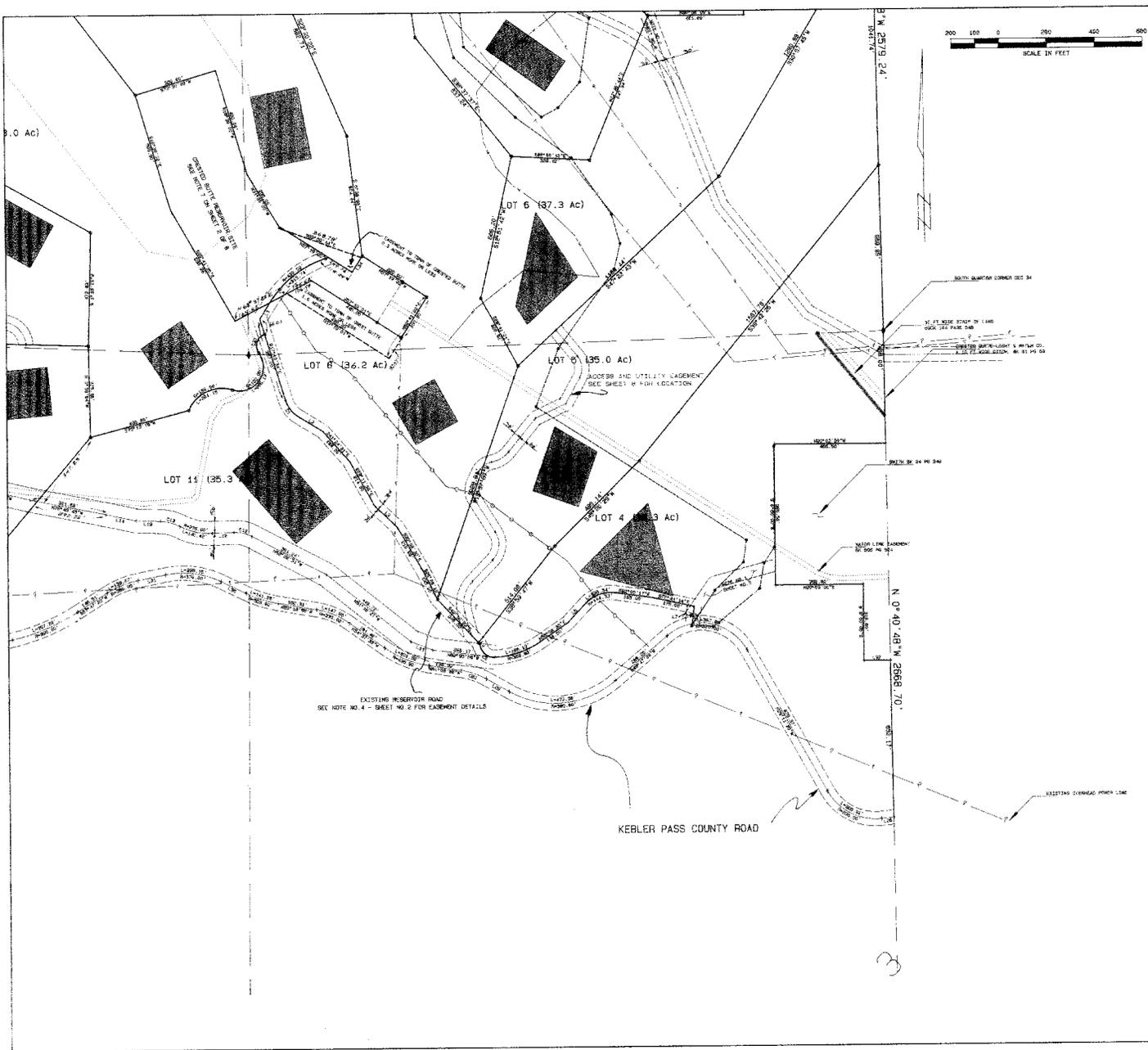


TABLE OF SHORT LINE AND CURVE SEGMENTS

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

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	36.43	38.79	67.87	S89°14'02"E	63.94
12	2°44'50"	150.00	39.84	72.60	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.91

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

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

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

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

SHEET 5 OF 23

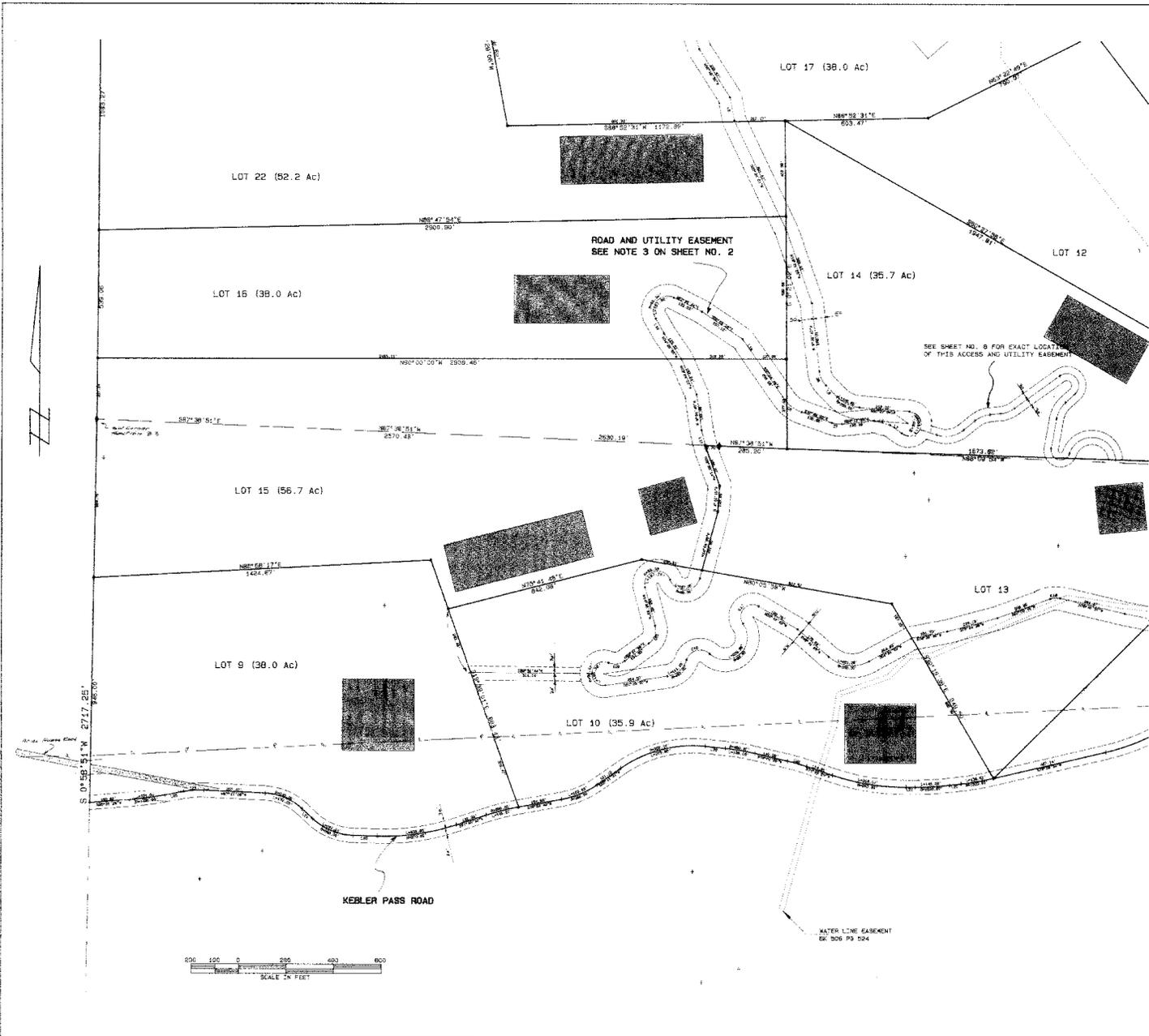


TABLE OF SHORT CURVE AND LINE SEGMENTS

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

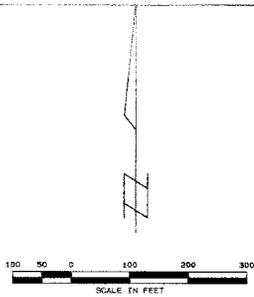
CURVE	DELTA	RAADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	53°31'47"W	71.80	
2	60°28'15"	100.00	36.25	105.48	S73°52'55"W	100.86	
3	20°38'47"	200.00	40.47	79.87	N37°00'38"W	79.34	
4	41°14'15"	119.60	45.00	86.08	S37°47'42"E	84.23	
5	109°38'01"	80.00	86.88	84.77	S18°31'28"W	81.21	
6	34°03'25"	150.00	45.99	69.24	S33°58'48"E	67.63	
7	29°02'30"	150.00	52.21	43.71	S83°10'40"E	43.36	
8	37°41'20"	100.00	54.00	66.67	N09°00'52"W	64.88	
9	15°35'19"	200.00	87.26	54.24	S60°25'28"E	54.07	
10	10°00'00"	30.00	0.00	0.00	N 0°00'00"E	0.00	
11	35°34'47"	100.00	35.21	70.30	N87°47'51"E	69.33	
12	38°08'59"	120.00	30.34	63.18	N68°30'22"E	62.45	
13	37°48'30"	120.00	41.06	72.12	S59°11'04"W	71.83	
14	29°44'58"	150.00	39.64	77.89	N77°15'51"W	77.01	
15	29°16'09"	150.00	42.30	83.24	N79°25'08"W	82.57	
16	33°29'38"	75.00	29.96	40.74	S68°52'59"W	40.16	
17	190°38'58"	50.00	242.05	139.71	S41°52'28"W	37.93	
18	114°42'40"	60.00	93.86	125.13	S75°05'59"W	101.04	
19	90°28'54"	75.00	36.99	72.87	N62°42'22"E	69.45	
20	88°34'30"	75.00	47.73	89.78	N19°40'42"E	78.87	
21	168°03'58"	45.00	382.70	117.33	S 0°00'00"W	78.87	
22	0°23'00"	90.00	86.32	84.67	N94°21'22"W	84.54	
23	15°10'50"	375.00	43.44	85.48	S60°18'02"W	86.30	

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

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

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

2318



CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	36°47'00"	75.00	40.54	74.33	N 3°32'10"W	71.32
2	55°37'19"	74.93	39.32	72.74	N 52°37'00"E	69.91

LINE	BEARING	DISTANCE
1	N15°28'45"W	94.97'
2	N24°48'12"E	44.49'
3	N43°12'29"W	45.14'

LINE	BEARING	DISTANCE
1	N51°00'27"E	41.15'
2	N04°33'14"E	44.61'
3	S48°04'22"W	32.94'
4	S75°18'45"E	59.67'
5	S31°52'38"E	32.78'
6	N44°24'07"W	47.33'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	30°09'58"	120.00	32.34	43.18	N49°30'19"E	42.45
2	23°02'30"	100.00	25.21	42.71	S87°10'40"E	43.36

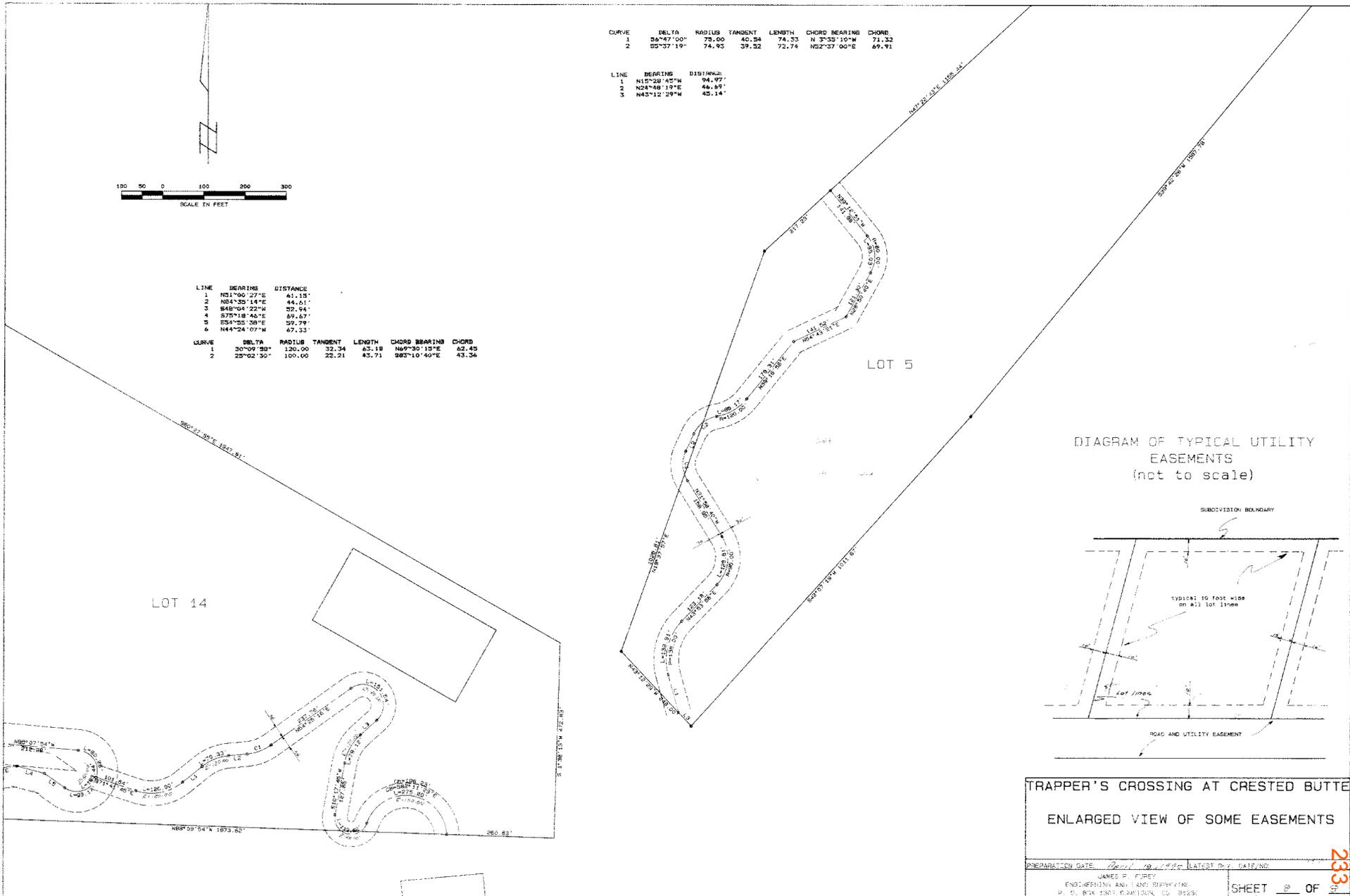
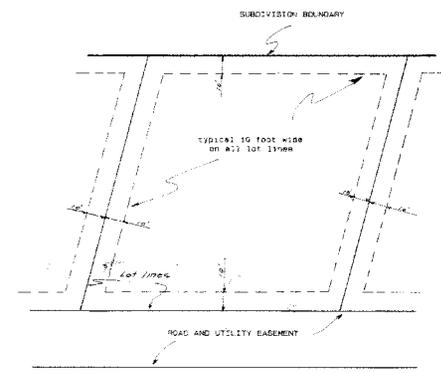


DIAGRAM OF TYPICAL UTILITY EASEMENTS
(not to scale)



TRAPPER'S CROSSING AT CRESTED BUTTE
ENLARGED VIEW OF SOME EASEMENTS

PREPARATION DATE: April 19, 1988 LATEST DATE: DATE/NO.
 ENGINEERING AND LAND SURVEYING
 P. O. BOX 2267, PARRISON, CO. 81259

SHEET 18 OF 25

233

4156gpr

Exhibit B



Land Title Guarantee Company Customer Distribution



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

Order Number: **GUR88001784-4**

Date: **11/22/2019**

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

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

For Closing Assistance

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

For Title Assistance

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

Buyer/Borrower

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

Agent for Buyer

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

Seller/Owner

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

Agent for Seller

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



**Land Title Guarantee Company
Estimate of Title Fees**

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

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

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

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

Chain of Title Documents:

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

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

Plat Map(s):

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

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GUR88001784-4

Property Address:

123 MEADOW DRIVE, CRESTED BUTTE, CO 81224

1. Effective Date:

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

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)

\$1,730,000.00

Proposed Insured:

THOMAS M. TURNBULL AND PAMELA L. TURNBULL

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

A Fee Simple

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

THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

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

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

COUNTY OF GUNNISON,
STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



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

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

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

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

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

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

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

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

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

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

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

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

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

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

Order Number: [GUR88001784-4](#)

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

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

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

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

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

Order Number: GUR88001784-4

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

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

Order Number: GUR88001784-4

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



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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

CB Rantz

Senior Vice President



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

By *C Monroe* President

Attest *David Wold* Secretary

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

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Our Mission: "To protect and promote human-powered recreation in the backcountry of the Gunnison Valley"

December 12, 2019

Town of Crested Butte
Town Council
PO Box 39
Crested Butte, CO 81224

Dear Crested Butte Town Council,

Silent Tracks very much appreciates you granting us \$2,000 to help fund the winter Data Collection Initiative ([DCI](#)) conducted by Western Colorado University Master in Environmental Management graduate students. [As stated in our proposal to the Town of Crested Butte, Silent Tracks will designate the funds for the DCI and will contribute \\$500 in matching funds.](#) Not only will these designated [grant and matching](#) funds help the students engage in a valuable hands-on project, but [their independent implementation of the DCI](#) will also ensure the collection of meaningful and unbiased data that will be essential for the US Forest Service to make informed decisions that will lead to the implementation of a revised winter travel management plan (WTMP). It is extremely important that public land decisions are based on data and collaborative and respectful input from all stakeholders to ensure positive outcomes and long-term benefits to the community.

[Thank](#) you so very much for your help with this endeavor.

Maureen Hall, President
Silent Tracks

Commented [cf1]: Do we want to mention our matching \$500?

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Agenda
Design Review Committee
Monday
December 2, 2019

- 3:00 Consideration of the application of **Crested Butte Nordic in conjunction with the Town of Crested Butte** to construct an addition to the existing cat barn located at 615 Second Street, Block 41 in the P zone.
- Architectural approval is required.
- Relocation of the existing non-historic accessory building on the parcel is requested.
- 4:00 Consideration of the application of **Peter C. Estep and Shari L. Estep** to demolish the existing non-historic accessory building, less than 200 square feet located at 427 Sopris Avenue, Block 26, Lots 29-31 in the R1C zone. (Estep/Lambert)
- Permission to demolish the existing non-historic accessory building is requested.
- 4:15 Consideration of the application of **Trilby Carriker** to relocate the existing non historic shed onsite and construct a new shed to be located at 501 Sopris Avenue, Block 25, Lot 17, Lot 18 excluding the South 28' of the East 3.4', North 28' of the West 3.4' of Lot 19 (AKA Sopris Subdivision) in the R1C zone.
Continued from the October 29, 2019 BOZAR meeting. (Kennedy)
- Architectural approval is required.
- Relocation of a non-historic shed < 200 sf is requested.
- 4:35 Consideration of the application of **322 Belleview LLC** to demolish the slab and east and west CMU walls, which is a change to the previously approved plan from March 26, 2019 for the building to be located at 322 Belleview Avenue, Block 46, Lots 5-6 in the C zone. (Ryan)
- Permission to demolish a portion of a non-historic commercial structure is requested.
- 4:50 Consideration of the application of **Pauckyla Ltd.** to construct a one story addition on the rear (West) of the existing commercial building located at 607 Sixth Street associated with the existing PUD in Block 37, Part of Lots 1 and 6 and all of lots 2-5 and 7-9 in the B2 zone. (Patterson/Sweitzer)
- Concept Plan Review to alter an existing Planned Unit Development (PUD) is required.

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

Agenda
Design Review Committee
Monday
December 9, 2019

- 3:00 Consideration of the application of **Gregory S. Faust and Susan M. Faust** to demolish the existing building located at 729 Whiterock Avenue, Block 62, Lots 31-32 in the R2 zone. (Faust)
- Permission to demolish an existing non-historic structure is requested per Ordinance #34, Series 2019.

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



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, December 17, 2019

Council Chambers

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

- 1.1. To Receive Input on Ordinance No. 12 Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte establishing the Minimum Regulations Governing the Conditions and Maintenance of all Property, Buildings and Structures; By Providing the Standards for Supplied Utilities and Facilities and Other Physical Elements and Conditions Essential to Ensure that Structures are Safe, Sanitary and Fit for Occupations and Use; and the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use and Demolition of Such Structures; Known as the Building Code by the Adoption by Reference of the 2015 International Building Code, Chapters 1 through 35 and Appendices B, C, E, F, I, and J; Adoption by Reference of the 2015 International Residential Code, Chapters 1 Through 24 and Chapter 41 and Appendices A Through H, Appendices J Through O and Appendices Q Through U; Adoption by Reference of the 2015 International Mechanical Code, Chapters 1 Through 15 and Appendices A and B; Adoption by Reference of the 2015 International Energy Conservation Code Chapters 1 through 6 (Commercial and Residential); Adoption by Reference of the 2015 International Fuel Gas Code, Chapters 1 Through 8 and Appendices A Through D; Adoption by Reference of the 2015 International Property Maintenance Code; Chapters 1 Through 8; Adoption by Reference of the 2015 International Existing Buildings Code; Chapters 1 Through 15, and Appendix Chapter A, and Chapters A1 through A5, and Appendices A and B and Resource Chapter A; Adoption by Reference of the 2015 International Fire Code Chapters 1 Through 80 and Appendices A Through C and Appendices E Through G; Adoption by Reference of the 2015 International Swimming Pool and Spa Code; Providing Penalties for the Violation Thereof; and Repealing Ordinance No. 2, Series 2015, of the Town of Mt. Crested Butte, Colorado and All Other Ordinances and Parts of Ordinances in Conflict Herewith.

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT

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

5. APPROVAL OF MINUTES

- 5.1. Approval of the November 19, 2019 Regular Town Council Meeting Minutes
5.2. Approval of the December 3, 2019 Regular Town Council Meeting Minutes

6. REPORTS

6.1. Town Manager's Report**6.2. Department Head Reports**

6.2.1. Community Development Report

6.2.2. Finance

6.2.3. Police Department

6.2.4. Public Works

6.3. Town Council Reports**6.4. Other Reports**

6.4.1. Summer 2019 – Admissions Tax Grant Report – Gunnison Crested Butte Tourism Association – CBGT Trails/Trail Quest - Daniel Kreykes

6.4.2. Summer 2019 – Admissions Tax Grant Report – Gunnison Crested Butte Tourism Association – Houston Airfare - Daniel Kreykes

7. CORRESPONDENCE**8. OLD BUSINESS**

8.1. Discussion and Possible Consideration of Ordinance 10, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Mt. Crested Butte, Colorado for the Calendar Year Beginning on the First day of January 2020 and Ending on the last Day of December 2020 – Second Reading – Karl Trujillo

8.2. Discussion and Possible Consideration Ordinance No. 11, Series 2019 - An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado Adopting an Additional Appropriation for the Fiscal Year Ending December 31, 2019 – Second Reading - Karl Trujillo

8.3. Discussion and Possible Consideration of Ordinance No. 13, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado Adding Article VI. Short -Term Rental Tax to Chapter 19 Taxation, of the Town of Mt. Crested Butte Code – Second Reading – Kathy Fogo

8.4. Discussion and Possible Consideration of the Town’s Lottery Process for Homestead at Prospect Community Housing – Carlos Velado

8.5. Discussion and Possible Consideration of a Planned Unit Development Major Alteration Application Submitted by Pearls Management, LLC to Amend the Existing Planned Unit Development for the Nordic Inn. The alteration proposes a new layout for the hotel building, additional hotel units, and underground parking. The alteration only relates to changes on Lots NI-1 and NI-2. Lot ROS-1 will remain unchanged – Carlos Velado

9. NEW BUSINESS

9.1. Discussion and Possible Consideration of Ordinance No. 12 Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte Establishing the Minimum Regulations Governing the Conditions and Maintenance of all

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

- 9.2. Discussion and Possible Consider of the Law Enforcement Agreement Among and Between Gunnison County Board of County Commissioners, Gunnison County Sheriff and the Town of Mt. Crested Butte – Joe Fitzpatrick
- 9.3. Discussion and Possible Consideration of the Mt. Crested Butte Town Council's Comments as a Referral Agency for the Slate River Annexation Major Subdivision Preliminary Plan Application Submitted to the Town of Crested Butte by Cypress Foothills, L.P. - Carlos Velado
- 9.4. Discussion and Possible Consideration of an Amendment to the Agreement Between the Town of Mt. Crested Butte and Waste Management of Colorado, Inc. – Joe Fitzpatrick

10. OTHER BUSINESS

11. ADJOURNMENT

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

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

Approximate meeting time: 2.5 hours

TUESDAY

DECEMBER 10, 2019

REGULAR SESSION

5:30 P.M.

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

No City Council activity takes place.

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

II Citizen Input: (estimated time 3 minutes)

At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics 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 November 19, 2019 Regular Session meeting minutes.

Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the following regular session meetings and become a 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: A motion, second and vote to approve the minutes of the November 19, 2019 Regular Session meeting.

Estimated time: 2 minutes

B. Oath of Office for Gunnison City Councilors.

Background: per City Charter, Section 4.9 Oath of Office and Bond, “Every officer elected or appointed, before entering upon the duties of his office, shall take the oath of office prescribed by Section 7, Article XII of the constitution of the State of Colorado and shall file the same with the City Clerk...” City Clerk administers Oath of Office to Boe Freeburn, Mallory Logan and Diego Plata.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: For Boe Freeburn, Mallory Logan, and Diego Plata to take the Oath of Office.

Estimated Time: 5 minutes

C. Selection of Mayor and Mayor Pro Tem.

Background: per City Charter, Section 3.4 Election of Mayor; Mayor Pro Tem, “The Council shall, at its first meeting following each regular City election, and after the newly elected members take office, elect one of its members to serve as Mayor and

one to serve as Mayor Pro Tem; both for a term expiring at the first Council meeting following each regular City election. Such election shall be by written ballot and by majority of the members of the council in office at the time. Presiding Officer will call for nominations for the position of mayor. After closing nominations and any discussion, the presiding officer will call for the vote by written ballots.

Staff contact: City Clerk Erica Boucher

Actions Requested of Council: 1) A motion and a second made by a councilor to appoint the nominated councilor as Mayor for the next two years; and 2) A motion and a second made by a councilor to appoint the nominated councilor as Mayor Pro Tem for the next two years.

Estimated Time: 10 minutes

D. Resolution No. 19, Series 2019; *A Resolution of the City Council of the City of Gunnison, Colorado, Recognizing Robert Drexel for his service and contributions to the City of Gunnison from May 16, 2011 to December 10, 2019.*

Background: To recognize Councilor and former mayor Bob Drexel for his excellent service to the City of Gunnison.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: Introduce, read in full, motion, vote to pass and adopt Resolution No. 19, Series 2019.

Estimated time: 5 minutes

E. Resolution No. 20, Series 2019; *A Resolution of the City Council of the City of Gunnison, Colorado, Recognizing Leia Morrison for her service and contributions to the City of Gunnison from May 18, 2015 to December 10, 2019.*

Background: To recognize Councilor Leia Morrison for her excellent service to the City of Gunnison.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: Introduce, read in full, motion, vote to pass and adopt Resolution No. 20, Series 2019.

Estimated time: 5 minutes

F. Council Committee and Board Assignments.

Background: Council will discuss then volunteer for or be appointed to various council committees and boards. Once committee and board selections have been made the Clerk will read them into the record.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: A motion, second, and vote to approve the boards and a as discussed and read into record by the City Clerk.

Estimated time: 15 minutes

G. Investment Advisory Board Member Appointments.

Background: The Investment Policy states, "The community representatives shall be re-appointed every two years, at the first regular Council meeting in December of odd number years."

Staff contact: Finance Director Ben Cowan

Action Requested of Council: A motion to reappoint Debbie Dunbar and Kirk Mueller as community representatives on the Investment Advisory Board.

Estimated time: 10 minutes

IV. Reports:

Finance Semi-Annual Report

City Attorney Report

City Clerk Schedule

City Manager Strategic Projects

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

V. Meeting Adjournment

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

DATE: Tuesday, December 10, 2019

Page 1 of 2

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

GUNNISON COUNTY BOARD OF HEALTH:

- 1:00 pm
- Call to Order
 - Immunizations Update
 - Communicable Disease Update
 - Clinical Services Update
 - Employee Introduction; Ashley Akerlund, Public Health Nurse
 - 2020 Board Planning
 - Strategic Performance Update
 - Health & Human Services Director Joni Reynolds
 - C1, C2, C7, Child & Family Services & Senior Health & Resources
 - Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

- 2:00
- (See separate agenda)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 3:00
- Call to Order
 - Agenda Review
 - Minutes Approval:
 1. 11/5/19 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. Acknowledgment of County Manager's Signature; Ground Lease Amendment; John Councilman, Inc.
 2. Acknowledgment of County Manager's Signature; Intergovernmental Agreement; Winter Road Maintenance; Town of Mt Crested Butte
 3. Agreement; Consulting Services; Gunnison Conservation District; Sage Grouse Review
 4. Resolution; A Resolution Authorizing Disposition of Certain Abandoned Snowmobiles
 5. Provider Agreement Amendment; Katherine Melland
 6. Contractor Agreement; Couture Cleaning; Gunnison-Crested Butte Regional Airport
 7. Grant Award Letter; Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics; CDAG #19-GUC-01
 8. Liquor License Renewal; N D Enterprises LLC dba Crested Butte Country Club; January 14, 2020 – January 14, 2021
 9. Liquor License Renewal; Crested Butte Nordic Council dba Magic Meadows Yurt; September 15, 2019 – September 15, 2020
 10. Liquor License Renewal; Gunnison Golf Club Inc. dba Dos Rios Golf & Country Club; November 16, 2019 – November 16, 2020
 11. Memorandum of Agreement; Board of County Commissioners, Mountain Express & The

DATE: Tuesday, December 10, 2019

Page 2 of 2

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

- Regional Transportation Authority; Senior Transportation
12. Ratification of BOCC Chair Signature; Colorado Department of Local Affairs – Division of Property Taxation; Affidavit of Assessor to Assessment Roll
 13. Ratification of Correspondence; Colorado Department of Local Affairs; Region 10 Grant Application Letter of Support

- Scheduling
- 3:10
- County Manager's Report
- 3:15
- Deputy County Manager's Report
 1. Intergovernmental Agreement Amendment; Winter Road Maintenance; Town of Pitkin
 2. Intergovernmental Agreement; Winter Road Maintenance; Montrose County
 3. Intergovernmental Agreement; Winter Road Maintenance; Town of Marble
 4. Resolution; A Resolution Waiving Certain Provisions of the Gunnison County Standard Specifications for Road and Bridge Construction, Requested by Albert & Angela Roper for Roper Subdivision
- 3:30
- Law Enforcement Agreement; Town of Mt Crested Butte
- 3:40
- Lot Cluster Application; Johnson Colorado Trust; Wolf Canyon Subdivision Lots 1 & 2; LUC-19-00047
- 3:50
- Resolution; A Resolution of the Board of County Commissioners of Gunnison County, Colorado Authorizing the Execution and Delivery of a Ground and Improvement Lease Agreement, A Lease Purchase Agreement, An Escrow Agreement, A Continuing Disclosure Certificate, an Official Statement, and Certain Related Documents by the County; Approving the Forms of Related Documents; and Providing for Other Matters Relating Thereto
- 4:00
- Marble Crystal River Chamber Report & Funding Request
- 4:15
- Veterans Services Update; Steve Otero
- 4:25
- Discussion; Kebler Pass Trailhead
 - **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.
- 5:00
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING:

- 6:00 pm
- Public Hearing; Proposed 2020 Gunnison County 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.

January 6, 2020**Work Session**

Empty House Tax Public Engagement Plan

Consent Agenda

Resolution No. 1, Series 2020 - Posting Places

Alley Loop Special Event Application

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

Public Hearing

Final Payment for WTP

New Business

Ordinance - Employee Lease

Ordinance - Employee Lease

Ordinance - Verizon Tower Lease

Ordinance - Library Lease

CBFPD IGA

Ordinance - CBFPD Station 1 Lease

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

Funding Agreement for the Housing Fund

Tuesday, January 21, 2020**Work Session**

Five Year Affordable Housing Plan

Consent Agenda

MOU with Nordic for SOAR Build

Presentation by Torie Jarvis from QQ**New Business**

MOU with GCEA for Renewable Energy

Ordinance - Employee Lease

Dispatch IGA

February 3, 2020**Work Session**

Quarterly County Commissioner Update

New Business

GCSAPP Youth Mental Health and Substance Abuse Request

Tuesday, February 18, 2020**Consent Agenda**

Year End Financial Summary

New Business

Year-end Report from The Chamber

Mountain Express Annual Report

March 2, 2020**Work Session**

Town Facilities Energy Audit Findings and Recommendations for Next Steps

Future Items

- Quarterly Financial Reports
- Ordinance - CO Model Traffic Code 2018
- Briefing of the Legal Implications of Vested Rights
- Appointment of Municipal Judge - July 2020
- CBMBA Contract