



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

Town Council Values

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

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, February 1, 2016
Council Chambers, Crested Butte Town Hall

5:30 WORK SESSION

Presentation by JVA and the Colorado Department of Transportation on Concept Designs for the Intersection of SH135 and Red Lady Avenue.

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

7:02 APPROVAL OF AGENDA

7:05 CONSENT AGENDA

- 1) Approval of January 19, 2016 Regular Town Council Meeting Minutes.
- 2) Approval of January 25, 2016 Special Town Council Meeting Minutes.
- 3) Approval of Resolution No. 3, Series 2016 – Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to John M. and Marlo C. Pulliam to Encroach into the Fifth Street Public Right-of-Way with Steps and a Walkway Adjacent to Lot 17, Block 12, Town of Crested Butte.

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

7:08 PUBLIC COMMENT

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

7:15 STAFF UPDATES

7:30 NEW BUSINESS

- 1) Discussion and Possible Approval of 30th Annual Alley Loop & Pub Ski Special Event Application for the Pub Ski in the 200 Block of Elk Avenue on Friday, February 5, 2016 and the Nordic Marathon Route on Saturday, February 6, 2016 and Special Event Liquor Permit for the Beer Garden Located at 2nd Street and Elk Avenue on Saturday, February 6, 2016.

- 2) Resolution No. 2, Series 2016 – Resolutions of the Crested Butte Town Council Approving the New Town-wide Affordable Housing Guidelines.

- 3) Request by Sixth Street Station LLC to Rezone Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12 from B2 to T.

- 4) Request by Corey Tibljas of Two Plank Productions LLC and Big Air on Elk LLC, Event Organizer of Big Air on Elk, for \$3,000 of Monetary Support from the Town for the Event Proposed for March 5, 2016.

9:30 LEGAL MATTERS

9:35 COUNCIL REPORTS AND COMMITTEE UPDATES

9:45 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:50 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, February 1 and Tuesday, February 2, 2016 – Council Retreats from 11AM to 5PM.
- Tuesday, February 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 7, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 21, 2016 – 6:00PM Work Session – 7:00PM Regular Council

9:55 ADJOURNMENT



Staff Report

February 1, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Michael Yerman, Town Planner
Subject: SH 135/Red Lady Avenue
Date: February 1, 2016

Background:

In the Summer of 2014 the Town began the process of updating the Town's Transportation Plan. After a year of public process, the Town staff presented the Council with a variety of recommendations at the Council's March 16, 2015 work session. During this work session, the improvements at the SH 135/ Red Lady intersection became one of the Council's top priorities.

The cost of improving this intersection will have significant ramifications on the Town's transportation budget and property tax mill. This project is also considered an on-system improvement for the Colorado Department of Transportation ("CDOT") which requires their approval and would potentially allow funding for the implementation of the project from the State.

This project will require the Staff to plan and lobby other government organizations to prioritize this project in CDOT Region 3 and the Gunnison Valley Transportation Planning Region ("TPR") for external funding. The next CDOT budget cycle this project could have funds appropriated for its construction would be between 2020-2022. The Town could potentially expedite the project sooner, however this would most likely result in the Town being responsible for the entire project cost.

In August, the Town Council executed a contract with JVA to prepare concept designs and cost estimates for this intersection. The Town, JVA, and CDOT engaged in a joint review of the intersection and the associated utility work that would need to occur in conjunction with this project. After several months of revisions, CDOT has signed-off on two design alternatives.

Concept Designs:

It is very important for the public to understand the proposed designs are conceptual in nature. These designs are intended to allow the Town to actively seek external funding from CDOT. These designs are not final designs and will need adjustments prior to the construction beginning in 2020. However, the street alignments, pedestrian movements, and traffic designs have vetted thru several design experts and reviewed by CDOT staff to ensure construction feasibility and public safety.

The first design is the full movement design. This design divorces 7th Street from the Red Lady intersection on the east and realigns of 7th Street on with Red Lady on the west. It also includes a

center south bound left turn lane along the highway as well as a merging lane heading south bound on SH 135.

The second design is for a 5 legged roundabout. Both 7th Street and Red Lady Avenue have separate entrances onto the roundabout. This design requires the western leg of Red Lady Avenue to become a one-way. This section must be converted into a one-way to prevent a right-of-way acquisition from the Old Town Inn.

Both designs have realigned sidewalks and pedestrian movements to create safer pedestrian access to the School and Town Park. Both designs have also decreased the number of crossings at the intersection. Also both designs have a created a separate entrance into the school.

Town staff and JVA will be presenting both intersection improvements on February 1st and discussing the pros and cons to each proposal. However, the Roundabout intersection improvement is recommended design.

Cost and Budget:

Attached to this staff report are two proposed budgets for the Town's Transportation and Street Budget. The Town's property tax mill provides funding for this type of capital improvement project as well as for the maintenance of Town streets and alleys and snow removal.

The following are the estimated costs for implementing the project. The cost estimates are conservative and anticipate inflation. There are also additional add-ons for the project for the Town's perimeter trail for an overpass and an underpass. The School access is also separated out as a separate expense.

Full Movement = \$1.5M

Roundabout = \$2.5M

Overpass = \$800K

Underpass = \$1.1M

School Access = \$400K

The two attached budget proposals show two different scenarios for funding the intersection improvement out of the Town's Transportation and Street Budget. Both budgets include two separate expenditures. The first \$250,000 is for engineering and design and the second expenditure is for the construction of the intersection. The first proposal shows the town providing a potential 25% match for the Roundabout and School access. The second budget proposal shows a proposal for the Town trying to finance this intersection improvement on its own. In this scenario, the Town would only be implementing the full movement intersection.

Town Staff will be presenting the ramifications of raising the mill levy and its effects on residential and commercial property taxes.

Direction Requested at this Time:

Due to the extended nature of this project, Town staff is requesting confirmation from the Council to proceed with the Roundabout and School Access option as the preferred option of this proposal. This decision will also require the Council to begin saving and adjusting the mill in upcoming budgets to help provide a match for the project. The Town staff will finalize the recommendation in a plan that can be presented to the Gunnison Valley TPR and hopefully have the intersection project added to the State Transportation Improvement Program. By having an approved concept design and budget, Town staff will be positioned to advocate for external funding from the State.



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Colorado Department of Transportation
 222 SOUTH 6TH STREET, #317
 GRAND JUNCTION, CO 81501
 Phone: 970-683-6284 FAX: 970-683-6290
 Region Number 3



As Constructed
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MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, January 19, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:03PM.

Council Members Present: Jim Schmidt, Erika Vohman, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Todd Crossett and Town Clerk Lynelle Stanford

Finance Director Lois Rozman, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, and Public Works Director Rodney Due (for part of the meeting)

APPROVAL OF THE AGENDA

Item number 4 under New Business, Resolution No. 2, Series 2016 – Resolutions of the Crested Butte Town Council Approving New Town-wide Affordable Housing Guidelines, was removed from the agenda.

Mason moved and Merck seconded a motion to approve the agenda with the removal of item number four. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

CONSENT AGENDA

- 1) Approval of January 4, 2016 Regular Town Council Meeting Minutes.**
- 2) Approval of January 11, 2016 Special Town Council Meeting Minutes.**
- 3) Approval of Appointments to the Creative District Commission.**

Schmidt moved and Mason seconded a motion to accept the Consent Agenda as written. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PUBLIC COMMENT

Keith Bauer - 108 2nd Street

- Described hearing the sound of 10,000 mosquitoes or an electric weed whacker last summer while eating dinner outside.
- Discovered the sound was that of a drone.
- Thought it was a weird invasion of privacy, and he encouraged the Council to consider a policy on drones.
- Michel said the issue would be added to the Council’s list.

Mike Arbaney - 206 2nd Street

- Loved to ski powder out the Slate, and he wanted to have the ability to do it in the future.
- Michel said that Silent Tracks was on the agenda for informational purposes only, and there would be an opportunity for public comment after their presentation.

Mason suggested that they move item number three under New Business in front of the presentation by Silent Tracks.

Schmidt confirmed with Arbaney that he wanted to be able to continue to ride his snowmobile to access backcountry skiing.

STAFF UPDATES

Lynelle Stanford

- Updated the Council on upcoming special events including: Fat Bike World Championships, Alley Loop, and Big Air on Elk.
- Reported that Judge Eden's MOU would be addressed later in the spring.

Lois Rozman

- Sales tax was up 1% for November, and it was up 11% YTD.
- For the first month (November) marijuana sales were down.
- Her department had been working on the conversion to an online system for sales tax and business licensing. She thanked her staff for their hard work. She thought they could collect better economic data relative to certain events.
- The Town was now fully running on the new server. There were four large server boxes combined into one, which would save energy.
- There was a lot done with computers and technology in 2015.

Janna Hansen

- Had been working towards a budget amendment to the general capital fund the past couple of weeks.
- They were working on the project to relocate the bike jumps from Blocks 79 and 80. They had been working with Amy Nolan from the Crested Butte Devo Team, and they were working to submit a grant request.
- Renner sent a letter indicating they wanted to fix the tennis courts. Crossett summarized that weather permitting the courts would be fixed.
- Winter sports were rolling.
- Construction on Big Mine utilities would be taking place from August 1 to September 30. Summer users were being notified.

Michael Yerman

- There had been 21 applications turned into the Housing Authority for Anthracite Place.

- On February 9, Town would be hosting an open house for affordable housing. There would be two presentations, one at 4PM and one at 6PM. They had commitments from local banks to help educate people on loans
- Cypress would be coming back on January 25 to discuss the pre-annexation agreement.
- BOZAR's year-end review would be held tomorrow at 6PM.

Rodney Due

- Crews were working diligently to keep the streets clear.
- There were people questioning notification when crews were peeling the (snow) pack. Due would start to use e alerts to notify people.

Todd Crossett

- Requested time under Other Business to discuss scheduling of retreats.
- The planning of Big Air was going well. Operations and risk management were being refined. A temporary risk manager was brought on to oversee the plan from Town's perspective.
- Staff had been working on the capital budget. Opportunities were created, but Crossett reminded the Council that a lot of maintenance had been deferred.
- The Pro Challenge would be announcing the route at the end of January. Town did not have a budget line item if they made a monetary request.
- They were working on a RFQ for Town engineering services.

PUBLIC HEARING

1) Transfer of the Coal Creek Grill Hotel & Restaurant Liquor License Located at 129 Elk Avenue From Coal Creek Corporation to J.J. Ridley Inc.

Michel confirmed that proper public notice was given and nothing had changed from the time the staff report was written. The hearing was opened to public comment. There were no public comments, and the public hearing was closed. It was opened to Council discussion.

Schmidt questioned the applicant, Doug Dodd, on who Cari Brown was. Dodd said she formed his corporation, but she was not routinely involved with the corporation itself.

Secondly, Schmidt referred to a diagram of the bar area, and he recalled the previous owner used the parking space for seating. Dodd was aware of the issue, and he had no intent of pushing the boundaries.

Mitchell moved and Schmidt seconded a motion to approve the transfer of the Coal Creek Grill Hotel & Restaurant Liquor License located at 129 Elk from Coal Creek Corp to J.J. Ridley Incorporated. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Award of Contract for Engineering Services Relevant to the Upgrade to the Wastewater Treatment Plant to FEI Engineers not to exceed \$250,000.

Mitchell moved and Merck seconded a motion to approve the award of the contract for engineering services relevant to the upgrade of the wastewater treatment plant to FEI Engineers not to exceed \$250,000. A roll call vote was taken with all voting, "Yes."
Motion passed unanimously.

2) Presentation by the Cemetery Committee with Updates on Projects and Improvements in 2015.

Members of the Cemetery Committee that were present at the meeting: Jessie Earley, Betty Warren, Molly Minneman, Kay Flint, Valerie Hoagland, and Bruce Alpern.

Earley presented on behalf of the committee. She reviewed projects done by the committee including: chapel repairs, photography inside the chapel for insurance purposes and historical information, noxious weed maintenance, road repairs and additions, etc. Earley described improvements to the chapel such as the removal of the carpet. A list had been created of items in the chapel, which was helpful for visitors as well as for insurance purposes. Earley reported they had been working on noxious weed management for a number of years. They had been doing both conventional and natural weed maintenance.

Earley explained the Adopt a Memory Project. She listed three ways people could help: 1) Adopt a plot; 2) Donate money; or 3) Research individuals who were buried there. She further explained that they chose the headstones of people who had no family remaining. Only stabilization work was done, and there were no cosmetic repairs. Earley showed slides depicting monuments before and after the restorations.

Earley also mentioned road repairs. They would develop a loop on the southeast portion of the cemetery to help ensure that visitors were not driving over existing plots. Warren added that roads would be built around the perimeter. They purchased gravel and culvert materials last year.

Additionally, the committee had arranged for surveying and engineering, including the Town purchasing a GPS system used in part to locate plots. They were also working to evaluate lots in question and on re-mapping the cemetery. They thought they might free up additional sites for purchase. They were also working on the cemetery guideline revisions, considering it was a natural cemetery as opposed to a groomed cemetery. They eliminated trees on plots and had designated areas where trees could be planted.

Members of the committee thanked the Council for their support and funding. Schmidt confirmed with Warren that a plot could hold four caskets or 16 cremains. Hoagland and Flint were introduced as the committee members with multi-generational families in the

cemetery. Flint continued to explain her family history associated with the cemetery, and she expressed she was grateful for the progress. She also recognized the chapel was an important piece of Crested Butte's history. Crossett thanked the committee for their work, and Michel concurred.

3) Introduction and Presentation by Silent Tracks.

Crossett began by explaining that Silent Tracks wanted to present to the Council and the public to talk about their organization. Council was not making a decision or considering a decision. The backcountry was outside Town's jurisdiction, and the further conversation would be with the Forest Service (FS) or Bureau of Land Management (BLM). Town was a stakeholder. Michel explained the process for tonight's meeting would be: presentation, Council questions, and public comment. People were to direct comments to the chair, and there was to be no back and forth discussion.

Bill Oliver and Cathy Frank were board members present representing Silent Tracks. Frank provided the background of the organization, and she identified an objective was to stimulate discussion on how to deal with impacts. Frank provided history related to a previous decision made by the FS on winter travel management in the backcountry. She listed problems they saw with the existing travel management plan, related to how backcountry use had grown dramatically. The existing winter travel plan was 21 years old. The types of users were changing, and each new sport brought more people to the backcountry. Frank listed non-motorized and motorized activities.

Frank stated that in early 2015, there was a Federal court ruling mandating that all National Forests implement winter travel management plans, including addressing over the snow vehicles. Frank showed pictures of the trailhead parking areas at Slate River and Gothic. She concluded that the Gang of 9 was successful because of collaboration with all stakeholders. Silent Tracks wanted to be a stakeholder in representing human powered users in the Gunnison Valley as they move forward in the winter recreation travel planning process.

Next, the Masters in Environmental Management (MEM) program at WCSU was mentioned. Oliver was the MEM Program Liaison. He listed three teams: education, stakeholder engagement, and research. The education team recommended that early stakeholder engagement was critical. The stakeholder engagement team started the collaboration process. They recommended a stakeholder letter and stakeholder engagement survey. The research team came up with a draft survey that could be used at trailheads to define users, areas used, areas desired, and times and frequency of use. An interview with the FS highlighted three areas of concern: 1) present trailhead conditions, 2) analysis of crucial habitat, and 3) trail management.

Members of Silent Tracks thought it was better to start early in addressing tensions. Winter problems were exacerbated because of driving to trailheads, and a solution would take a lot of time and collaboration. They encouraged the community to address it now. There was no data on how the backcountry was used. They encouraged the Council to

take a stand to formulate a plan to move forward with a winter travel management plan, and they hoped Town would address the issue by writing a letter to the FS.

The discussion was opened for public comment:

Mike Arbaney

- Told the Council he would like the ability to do all activities up the Slate River Drainage as well as other drainages as they moved towards a decision.

Brian Schneider - 620 9th Street - Business owner on Elk.

- Diversity was huge.
- Asked the Council not to limit options. They were a benefit to tourism.

Brittany Konsella - Reported to live in Mt. Crested Butte.

- Encouraged the Council to continue the process of data gathering.
- The winter travel plan was not up for renewal for five years, and she didn't believe the process needed to be rushed.
- The trail uses in the winter were not like the summer. She thought summer usages were more important to address than winter.
- No change in access was needed.
- User groups needed to co-exist.
- The current management plan was working.

John Wirsing - 115 9th Street

- Access to the backcountry was reduced already, particularly when Gothic was cut off.
- His warning to the FS was that plans for travel management disadvantaged some people.
- Concentration was not the answer.
- There were plenty of places to go to not hear a motor.
- He encouraged the process and maintaining access.

Maureen Hall

- Silent Tracks wanted to start dialogue.
- They were asking Council to write a letter indicating they wanted to start the process.
- There was a lot of congestion. The Crested Butte area in general was experiencing significant growth, and conflicts were increasing.
- It was time to start the process.
- Silent Tracks was in support of data and collaboration.

Scott Yost - 701 Red Lady

- Questioned what Silent Tracks' mission statement was, and Frank showed a slide with it.

- He wanted to know if they excluded motorized use, and he was trying to understand their goal.

Chris Rourke

- Asked what conflict was.
- Oliver told the story of a friend who snowmobiled for the past 20 years in the valley, and he stopped three years ago due to difficulty unloading sleds and noisy areas that used to be pristine. Oliver felt there wasn't much tension as compared to what could happen in the future, which was a valid reason to look at issues. Environmental issues were creeping into increased usage.

Thomas Hein - 131 Floyd Street in Crested Butte South

- Access (to the backcountry) was something that kept people here.
- A new management plan was not needed.
- The tension was from people who only wanted non-motorized activities.
- The trailheads were a County issue. He suggested signage and better plowing.
- He didn't think that habitat was a critical issue.
- Told the Council to take their time.

James Utt - VP of Gunnison County Sno Trackers, snowmobile club, and he owned a snowmobile tour company.

- They were public lands and no particular group should close down access to other user groups.
- He hoped to be a part of the stakeholder group.
- Supportive of collecting data.
- He suspected they would come up with the same solutions again.
- Asked the Council not to take a stand at this time.

Briant Wiles

- Commended Silent Tracks for their collaborative approach.
- Said they should be careful for views represented and to move forward collaboratively.

Mark Bennett - 120 Diamond Lane

- Slate River would be the primary topic at this time. Thought it seemed convenient for Nordic skiers to gain the Slate River Drainage.
- Said that snowmobilers had to access Slate from the Washington Gulch side.
- Thought the current plan was working.
- Multi-use was the way to go.

Merck recognized there were more people and parking needed to be enforced. He said they needed to keep working together to keep lines of communication open. Schmidt was the mayor when the Gang of 9 was formed, and Town facilitated the process. He was disappointed with the County. He would like for the Town to encourage the FS. Mason thought it was good to see the presentation by Silent Tracks and the people that

attended. Michel summarized and listed three items of note: 1) Go slow and be cautious. 2) More data was needed. 3) Needed to consider management of trailheads.

Crossett said that if the majority of the Council wanted to see a letter written on behalf of Town, they could direct him to include it on an upcoming agenda. Michel said the Council would bring it up under Other Business if they wanted to further direct Staff.

LEGAL MATTERS

None

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Paul Merck

- There would be a Cold Harbor meeting next week. He talked to the board president. It was described they were functioning 10% like ORE did, and 90% was working with Western to create a sustainable project on Hwy 50. Michel wondered if they should give a presentation to Council. Merck thought it would be down the road. He wanted to get back to the 10% of helping people to make their homes more efficient and more affordable to sustain.
- Attended One Valley Prosperity Project (OVPP) meeting. They discussed how to collaborate to stop poverty in the valley, including early childhood access to pre-school to help kids thrive. They discussed healthier food for children, suicide prevention, substance abuse programs, etc. Another item of importance was the immigrant population feeling safe with law enforcement. Additionally, Gunnison County was experiencing a health provider shortage.

Roland Mason

- Had been nominated chair of RTA.
- RTA decided to move forward with purchasing two compressed natural gas (CNG) busses. During test runs, the busses started in 20 below weather, and there were only small, minor negatives reported. The purchase would move forward as long as the contract for the fueling station went through.
- Michel added the CNG busses would have 30% less carbon emissions, and the particulate matter would smell of ammonia. The air quality would be better, and the impact on the ozone layer would be less.
- Mason said they would acquire four more CNG busses by 2020.
- They discussed winter air service issues, specifically diverted United flights. Representatives from RTA asked United to join a meeting to explain, and their answer was a definite negative.
- Michel said they considered subsidizing bus trips to Montrose in the spring when United suspended air service, and they decided not to proceed.
- Merck wanted to know why United decided not to land. Mason said one plane was diverted to Montrose. Schmidt further explained that United used a sub-carrier no one knew. They were cancelling planes for anticipated weather and barometric pressure changes. It created a scramble for travellers.

Jim Schmidt

- The Cemetery Committee met the other day. He acknowledged they did a wonderful job presenting, and he recognized the hard work done by committee members.
- They conducted interviews for the Creative District. There were eight candidates for seven positions. They didn't get the diversity they wanted. Everyone had some tie to the arts, but they were a real good bunch.
- Attended a Gunnison County Housing Commission meeting. They discussed Anthracite Place, and they decided no pets would be allowed, with the exception of service animals. The cost of rent was discussed and that it included sewer, water, garbage and heat. Schmidt said tours could be taken next Wednesday or Thursday between 1PM and 2PM.
- Mason wondered if they were on schedule. Schmidt said some things were on schedule and some things were behind schedule.

Erika Vohman

- Attended four meetings last week.
- There was nothing to report from the Weeds Commission.
- Attended a Chamber meeting. She wanted to pitch zero waste events, and they were open to looking for ways to cut consumption.
- She had worked with Swift on Plastic Bag Free CB. They were working to create a survey for business owners. The manager of Clark's was amenable to the initiative.
- Attended a housing meeting for OVPP. Aspen had 2,931 units in their affordable housing inventory, and 40% were rental units. Their RETT was approved and extended, and 1% of all sales in the city went to affordable housing. Aspen also considered land banking. They allowed people to retire in the units. Accessory dwelling units were not being built in Vail. Also, in Vail people could buy out of their deed restrictions. Vohman added that in Aspen they considered transportation hubs when purchasing land for affordable housing.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

It was asked if anyone had contact with Ladoulis. Michel said Ladoulis would be present at the next special meeting, and he would meet with him on Sunday to discuss what his thoughts were. Merck wanted policies defined in the handbook.

Crossett brought forth the topic of scheduling a couple of retreats. The first retreat was needed to get a handle on priorities for the next six months, and then they would move into longer term. The Council discussed various dates, and it was decided that a half-day was not enough time. The Council agreed they would start at 11AM on both February 1 and February 2.

The Council briefly discussed moving the meeting from February 16, but it was determined there would be a quorum present.

Schmidt said the Council had talked about banning plastic bags in the past. He saw practical reasons, such as people arriving without bags that made a ban less than ideal. He would like to see people collect plastic bags to be used to pick up dog poop around Town. He wanted to challenge the group to find a way to reuse bags creatively. Michel agreed there could be a way to create a circle of success.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, January 25, 2016 – 6:00PM Special Council
- Monday, February 1, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- *Tuesday*, February 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council

Schmidt referred to the list of upcoming agenda items, and he was disappointed not to see short-term rentals included. He also wanted the discussion of private clubs on Elk Avenue removed if they were not going to discuss it, but the idea would be best addressed when there wasn't an imminent proposal.

Mason recalled they needed to line up evaluations for the Town Attorney and Town Manager. Crossett requested that they come up with a modern process.

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:42PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Special Town Council Meeting
Monday, January 25, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 6:02PM.

Council Members Present: Jim Schmidt, Chris Ladoulis, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Todd Crossett, Town Attorney John Belkin, Town Planner Michael Yerman, Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, and Town Clerk Lynelle Stanford

APPROVAL OF THE AGENDA

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

A. Consideration and Possible Approval of a Pre-annexation Agreement Between the Town of Crested Butte and Cypress Foothills, LP for the Consideration of Connection to the Town’s Waste Water system Pursuant to Section 13-1-280 of the Town Code.

Cameron Aderhold, Vice-President of Cypress Foothills LP (Cypress), Marcus Lock, Attorney for Cypress and Tyler Harpel, Engineer for Cypress were present on behalf of the applicant.

Aderhold began by stating the applicant thought the proposal would complement and serve to benefit Town. With the hybrid approach the details fell into place. Yerman explained how the Town and Cypress had arrived at this point. Cypress initially came to the Town with a proposal for 115 units and a sizeable commercial district. Town and Cypress were unable to come to terms, and Cypress withdrew the application. Cypress approached the County, and the County suggested they approach Town about connection to the wastewater. Discussions between the Town and Cypress began again.

Yerman spoke about equivalent residential uses (EQRs). Town would be allocating 60 EQRs for this project. Yerman clarified that the wastewater treatment plant upgrades were due to tourism in the summer. Due concurred and stated that the Town had adequate existing capacity for wastewater treatment, before the upgrades.

Yerman identified three areas of concern that emerged at the previous special meeting on the pre-annexation agreement: 1) Public access; 2) Traffic concerns; and 3) Size of structures. The applicant would apply to the County for the eastern portion of the development that would be served by Town wastewater services. If they were successful,

it would be a yearlong process, and they would begin the VCUP process for capping the dump for Town's benefit. Town could then begin master planning. Yerman said uses for the VCUP locations were a possible pre-school and affordable housing along Butte Avenue. The last portion considered for VCUP was a parcel that would be capped and used for open space and park use. Cypress would retain six lots on the western side, and they would be responsible for utility costs.

Access to the Slate River was a significant deal point from the previous meeting. Cypress would be constructing, within two years, an extension of the perimeter trail and fencing the wastewater treatment plant's outflow to allow boater access. A second consideration was traffic. Yerman explained they would be going through a major impact review with the County, and they would include Town uses for consideration. The reduction from 115 to 30 units was important because traffic would be less than anticipated. Finally, Yerman addressed the issue of the allowed aggregate square footage. Primary dwellings could be up to 5,000 square feet, and accessory dwellings could be up to 750 square feet. The County allowed for 10,000 square feet, so the reduction was about half. Additionally, Cypress agreed to a 50-foot building set back from the high quality wetlands along the rec path.

Next, the Council was given the opportunity to ask questions. Schmidt asked who would own the land underneath the water. He wanted to know if there would be problems if a boater fell into the water. He also wanted to know where the trail would connect to Town property. Yerman said the intent was to connect with 10th Street, where there would be an access via a boardwalk over the wetlands to wrap into the rec path. Michel asked how many linear feet of trails would be added to Town. Harpel said it would connect a one-mile loop. Yerman stated boater access would be on the south side of the bridge. Schmidt reiterated he wanted to know who would own the bottom of the river and what access would be allowed. Lock said that Town and Cypress would enter into an easement agreement for river access. The concept would be at the time the Town parcel was conveyed, they would enter into an easement agreement that would allow for boating through the property and access to the river. Both parties would benefit from immunity. Schmidt asked if a person could wade into the water. Lock said it was not considered an issue, but there was a benefit to keeping people moving through the water. He acknowledged there was other private property along the river. Yerman pointed out they wanted to minimize the number of people below the wastewater outflow. They would fence the outflow and post signs. Crossett explained the biggest issue wasn't the content of the outflow, but it was access to the infrastructure. Michel summarized and asked if they would call the Sheriff if he put his boat in at Gunsight, floated down the river, and then put his foot down. Aderhold said the intent was for boaters to exit into the integrated park with a trail. Lock said the contact had to be incidental to boating. Landowners had concerns about people stopping. Schmidt recognized that people took their dogs to the bridge and said people would access the river in that manner. Yerman stated the agreement specified better access, and it was spelled out that within two years, Cypress would be responsible for infrastructure.

Schmidt wondered about traffic. He wanted to know if the County would require turn lanes on Gothic Road. Assistant Director of Community Development for Gunnison County Neal Starkebaum said it would depend on the results of traffic studies and loading onto the County road, which were unknowns at this time. Harpel further explained the County process would look at peak loading. They had the responsibility to look at the planned uses in their entirety. Aderhold confirmed for Schmidt that the applicant would be responsible for costs.

Mitchell thought the gate would create an us versus them mentality. Ladoulis questioned the sequence of build out. Aderhold said they would go to the County if the pre-annexation agreement were approved tonight. The County process was expected to take 12 to 18 months. They would then start on what is now known as Road A and on the eastern side of property. If there were no issues with the VCUP process, they would then begin dump clean up for the school area and affordable housing, and the annexation would start concurrently. Ladoulis questioned the utilities on the north side of 8th Street. Yerman stated the agreement ensured Town had access to any installed utility extensions. Lock stated that the end result of the annexation process was that the applicant would own the lots, and virtually everything else on the west side would be for public uses. Yerman said they had decided it would be best for Cypress to go through the subdivision process and then transfer. Mason questioned connectivity via the 8th Street sidewalk, and Michel said to keep it on the list.

The discussion was opened for public comment:

Jesse Irons - 706 Maroon Avenue #2

- Thought it was a terrible idea, which he expressed at the first meeting.
- They were selling out public and natural resources.
- Seemed like a gated community.
- The river access aspect was concerning.

Eric Davis - 311 1st Street

- His issue was with the gate.
- Metastasizing malignancy.
- Wanted to stop this kind of thing.

Michael Weil - Meridian Lake

- Thought it was a great proposal.
- Addition of school and fire station was great.
- From a builder's perspective there were not a lot of lots left. There were more lots for more buildings for more people, which were good things.
- Good overall plan.
- What Town was getting was incredible.

Sue Navy - 324 Gothic

- She was in favor of a total aggregate limit of 5,000 square feet.
- She wondered if accessory buildings would be internal or separate buildings.

- Asked if Town would have a surety bond if the applicant walked away midway through, so Town wouldn't end up with a half cleaned up dump. She wondered how big the bond would be and if it would be sufficient.
- Aderhold thought the plan would be for separate accessory buildings. He said they would be limited on which lots could accommodate accessory dwellings. Yerman said they would be required sureties by both the Town and the County.

Audrey Anderson - 311 1st Street

- Against gated communities. They were divisive.

Harvey Castro - 712 ½ Maroon Avenue

- Voiced traffic concerns and the fact that moving amenities to new area created internal traffic. Thought that the traffic study would focus on Gothic (Road), and they needed to look at 7th Street, 8th Street, and Butte Avenue.
- Concerned about rates for trash pick up and snow plowing. Wondered if Waste Management would have to buy more trucks. He also wondered who would pay for cost overruns to the expansion of the wastewater treatment plant.
- Michel questioned the scope of the traffic study. Harpel said they would have to look at it as a whole. Aderhold said they had traffic counts and would complete studies to see how traffic would flow.
- Yerman said that moving certain services out of the core would help traffic in Town.

Jim Starr - 323 Gothic Avenue

- Thought it was a terrible process. Cited that the pre-annexation agreement was not posted on the website before Thursday.
- Regarding a traffic study and upcoming projects, such as 6th Street Station and Center for the Arts, no one had considered accumulative impacts. Crested Butte had always been a pedestrian community, and the accumulation would turn Town into a motor vehicle community.
- The applicant could proceed to develop and sell property east of the river before the annexation was approved west of the river.
- If the Town dump clean up was more than 110% of the total cost, the applicant would come back to Town. Town was already committing \$350,000. Thought that Town was paying the majority of the cost of cleaning up the dump.
- Said to consider what Town's taxpayers would pay and if it was fair given the profit.
- With affordable housing that could be built, potential exposure to dump contents could give an individual reason to sue the Town.
- Believed it was critical to go slowly. There were provisions that were unconscionable, and it could take another month to do it right.

Kyleena Falzone - 222 Sopris Avenue

- The growth in the community was inevitable. She was in support of reasonable, strategic growth.

- Thought that the developers had made concessions.
- She was not into the gate either.
- Supportive of the project.

Glo Cunningham - 324 Teocalli Avenue

- Talked to old timers because of her history hat. Their sentiments were to please not develop east of the cemetery.
- The gate was sad.
- Regarding moving the school and fire station, people were fine with the ideas, but neither the Fire District nor the people wanted to pay for it.
- The dump was a travesty. She couldn't imagine that it would cost so little because it was so awful.
- Bothered her they didn't know what the County was doing and how intertwined and contingent the processes were.
- Said the Council voting tonight would not be intelligent or smart.

Laurel Walker - 409 Whiterock Avenue

- Wanted to promote access for the public.
- She moved to Crested Butte to get away from gates.

John Hess - 325 Sopris Avenue

- Questioned the water source for the houses.
- Needed to look at the plat and the annexation agreement because there was access to the river at the recreation bridge.
- Subdivision regulations said that buildings needed to be 100 feet from wetlands, and the pond was a wetland.
- Told the Council not to sign the agreement unless they remove the gate.
- Said to make sure the wastewater treatment plant was big enough for all residents plus tourists plus build out.
- Was happy the skate park could stay at Big Mine.
- Agreed with the concern of accumulative traffic on 6th Street.
- 5,000 square feet was too big, and 5,750 square feet aggregate was way too big.
- Aderhold said for water they were looking into wells.
- Due answered the wastewater treatment plant expansion had to do with peak tourist numbers. He said the expansion would be sufficient. The plant expansion was going forward regardless, but Town had the ability to absorb EQRs right now.

Colleen Rafferty - 430 Whiterock

- Was not in favor at all.
- Wanted to get historical access to property.
- It was wrong if there was a gate.

Public comment was closed, and it was opened to Council discussion.

Michel said the gate was the question of the meeting. It seemed to separate and went against who people were in Crested Butte. Aderhold was willing to drop the gate idea. Crossett voiced Vohman's thought that she didn't want the gate. Lock said they were going for the opposite of divisiveness, and the removal of the gate was done.

Schmidt was concerned about the limitation of 5,000 square feet. He was quite serious he wanted the limit to be 5,000 square feet. The precedent was strong, and the lots were smaller than McCormick Ranch. He asked Belkin if he had looked at the agreement because the language leaned towards the developer. Belkin stated the draft started with the deal points from the previous meeting. He took the first draft and tried to leave as many deal points that made sense to Town. It was an iterative process, and some things were favorable to Town. It was a memorialization of their offer.

Schmidt asked about timing and where the outs were. Yerman said that if the County denied the application, the agreement became null and void. He wanted to respect the County's process. Schmidt was concerned they would go through the County, but the County would face pressure due to Town's decision. Crossett said that was why it was memorialized here; Town would hand over to the County. Schmidt was concerned they could sell property before the annexation was done based on the assumption they were connecting to the sewer plant. Belkin explained it was classified as an annexation with an annexation component, but it wasn't really an annexation. Yerman reiterated it was a good deal for Town.

Next, Michel asked if the Council was comfortable with 5,750 as the aggregate square footage limit. Mason was okay with 5,750. Merck agreed with Mason. Mitchell asked if the accessory dwellings would be right next to homes. Aderhold said there was limited space. Ladoulis was okay with the 5,750 square foot limitation. It would be a County process, and they couldn't control everything. They had to look at the whole picture. Michel acknowledged they had already come down from the 10,000 square foot limit allowed by the County. He was fine with it. The Council decided as a group that the majority accepted the 5,750 square foot aggregate limit.

Schmidt asked about building height, and the Town's limit was briefly discussed. Aderhold said they would have their own guidelines, and it would be such that the views would be maintained for the neighbors. The height limit would be reasonable and subject to the County's process. Schmidt was not ready to vote. He needed more time. Crossett explained the timing.

Merck wanted to find out more about the historic dump contents from the people who put it there. He reminded the Council that just because land was opened, it was still up to the Town budget if they were moving anything. He thought they were bringing great things to the table that would benefit all.

Mitchell also thought the process had been rushed. She thought they should take advantage of what they were offering. She wanted to continue the conversation and keep going. Mason agreed that he didn't come to make a decision tonight. He wanted it to

play out in public, and he wanted people to have time to look at the proposal. Ladoulis thought they tackled big issues like the gate. He said they could figure out the remaining questions in the next couple of weeks. Town chose not to deal with the dump, even though there was the opportunity. He said they needed to put the dump issue in context. It would be cleaned up for affordable housing and recreation. Mason reminded him Town was contributing \$350,000. Schmidt asked for as little disturbance at the dump as possible.

Michel said they had promised the public they would have time to review packets, and he needed time to talk to Staff and the public. For the sake of transparency, Michel said it would be in the paper one more time, and they should schedule for a date certain. Belkin suggested a resolution be included to add findings. Michel agreed a resolution would immortalize the reasons. Belkin said the decision would live in the instrument. Crossett clarified the legal document would still be the agreement.

Michel said on behalf of the Council that they directed the Town Attorney and Town Staff to draw up a resolution to accompany the pre-annexation agreement for the regular meeting on February 16.

There was a short discussion on making the information available well ahead of time on the Town's website.

ADJOURNMENT

Mayor Michel adjourned the meeting at 8:23PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

February 1, 2016

To: Town Council

Thru: Todd Crossett, Town Manager and Bob Gillie, Building Official

From: Jessie Earley

Subject: Revocable License Agreement, John M. and Marlo C. Pulliam, 501 Gothic Avenue

SUMMARY:

On June 30, 2015, the BOZAR approved the plans for the 501 Gothic Avenue. After this approval and inception of construction, it became apparent that until Fifth Street is put in the Pulliam's would need a way to access their front door from Fifth Street. Included in the plans is a walkway and steps in the Fifth Street right-of-way adjacent to Lot 17, Block 12.

This plan has been reviewed and signed off upon by the Public Works Department.

The use of public property in this manner requires that the Town Council grant a license for such usage. Attached you will find the license agreement. Exhibits identifying the area are included.

RECOMMENDATION:

Approve said license agreement with John M. and Marlo C. Pulliam to allow the walkway and steps in the Fifth Street right of way adjacent to Lot 17, Block 12 as part of the consent agenda.

RESOLUTION NO. 3

SERIES NO. 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO JOHN M. AND MARLO C. PULLIAM TO ENCROACH INTO THE FIFTH STREET PUBLIC RIGHT OF WAY WITH A WALKWAY AND STEPS ADJACENT TO LOT 17, BLOCK 12, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to John M. and Marlo C. Pulliam to encroach into the Fifth Street public right of way with a walkway and steps adjacent to Lot 17, Block 12, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to John M. and Marlo C. Pulliam to encroach into the Fifth Street public right of way with a walkway and steps adjacent to Lot 17, Block 12, Town of Crested Butte, is in the best interest of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a revocable license to John M. and Marlo C. Pulliam to encroach into the Fifth Street public right of way with a walkway and steps adjacent to Lot 17, Block 12, Town of Crested Butte, is in the best interest of the Town.

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

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

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2016, by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Licensor**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and JOHN M. and MARLO C. PULLIAM ("**Licensee**"), 6401 Camille Avenue, Dallas, TX 75252-5438.

RECITALS:

Block 12,
Lots 17-19,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 501 Gothic Avenue, Crested Butte, Colorado 81224 (the "**Premises**").

B. The Premises is bound by that certain public right of way known as Fifth Street (the "**Public Property**").

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

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

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

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the "**License**") to construct, keep and maintain the improvements, which are steps and a walkway in the Fifth Street right-of-way adjacent to

Lot 17, as described in **Exhibit “A”** (the “**Improvements**”) attached hereto on the Public Property in the location set forth on **Exhibit “B”** attached hereto.

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

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

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

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

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

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

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

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

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

6. **Insurance.**

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

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

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

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

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

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

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

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

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent; provided that, Licensee may transfer Licensee's property without first obtaining consent from Licensor and the rights and obligations contained under this License shall inure to Licensee's successor in interest without further action by the parties of such successor in interest. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

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

11. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Delaware; (b) it has

full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

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

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

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

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

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

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

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

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

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Glenn Michel, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk

[SEAL]

LICENSEE:

John M. Pulliam

Marlo C. Pulliam

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

Notary Public Signature

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

Notary Public Signature

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

Notary Public Signature

EXHIBIT "A"

A 12' by 20'9" section of the Fifth Street right-of-way adjacent to Lot 17, Block 12 in the R1 zone.

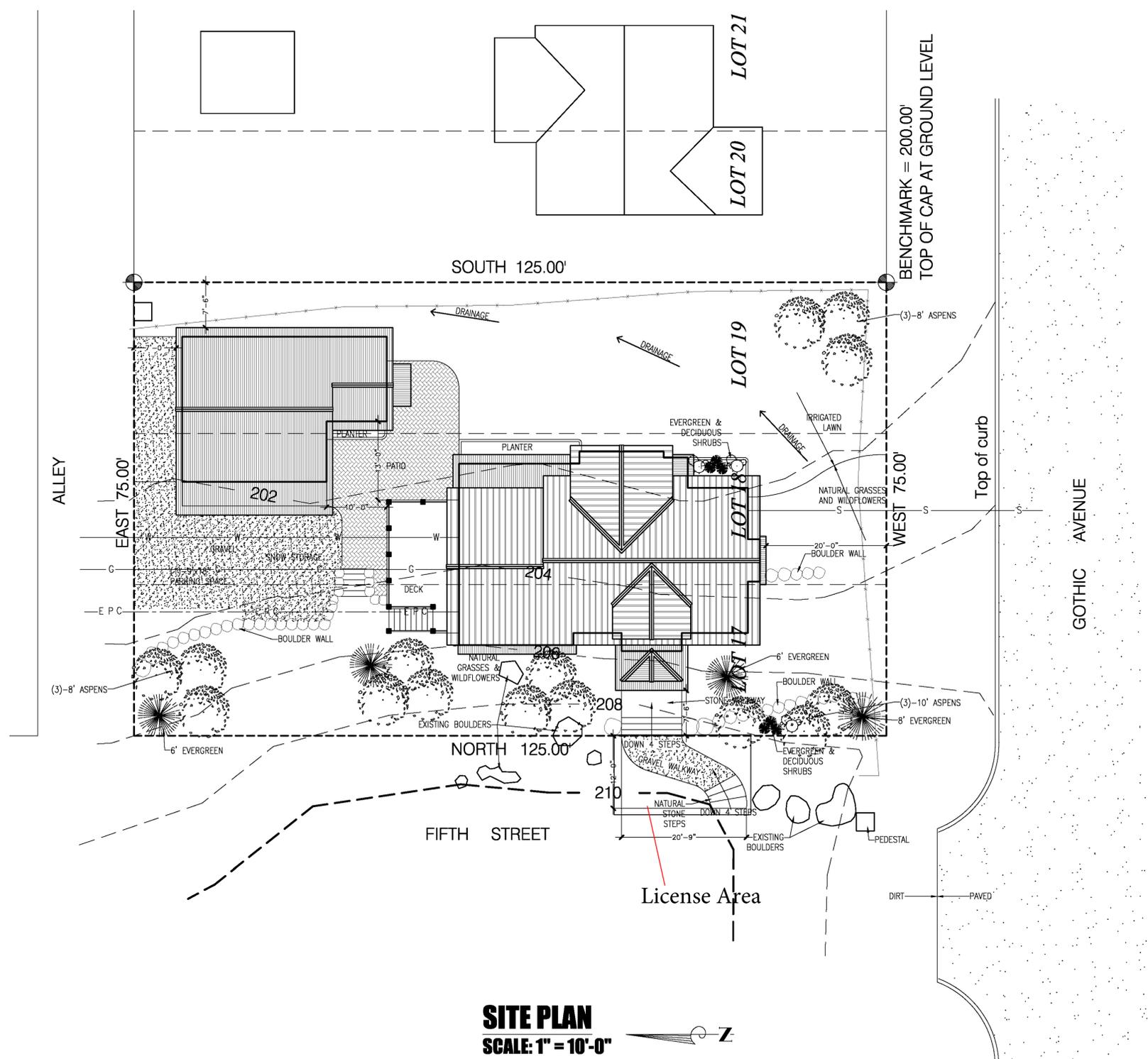
EXHIBIT "B"

Exhibit B: Pulliam 501
 Gothic Avenue

LEGEND	
NEW CONTOURS	—
OLD CONTOURS	- - -
DRAINAGE	←
WATER	W
SEWER	S
GAS	G
ELECTRIC	E
TELEPHONE	P
CABLE	C
PROPERTY BOUNDARY	- - - - -
BUILDABLE ENVELOPE	—
CORNER MARK	●
ASPHALT	[Pattern]
SNOW STORAGE	[Pattern]
REVEGETATED AREAS	[Pattern]
SPRING SNOW CRABAPPLE	[Symbol]
ROCKY MOUNTAIN MAPLE	[Symbol]
NARROW LEAF COTTONWOOD	[Symbol]
ASPEN	[Symbol]
EVERGREEN	[Symbol]
DECIDUOUS SHRUB	[Symbol]
EVERGREEN SHRUB	[Symbol]

CONTENTS:

- 1 **SITE PLAN**
- 2 **ENTRY LEVEL FLOOR PLAN**
- 3 **UPPER LEVEL FLOOR PLAN**
- 4 **LOFT LEVEL FLOOR PLAN**
- 5 **WEST & SOUTH ELEVATIONS**
- 6 **EAST & NORTH ELEVATIONS**
- 7 **SECTIONS**
- 8 **SCHEDULES**
- S1.0 **STRUCTURAL GENERAL NOTES**
- S1.1 **FOUNDATION PLAN**
- S1.2 **ENTRY LEVEL FRAMING PLAN**
- S1.3 **UPPER LEVEL FRAMING PLAN**
- S1.4 **LOFT LEVEL FRAMING PLAN**
- S1.5 **ROOF FRAMING PLAN**
- S2.0 **STRUCTURAL DETAILS**
- S2.1 **STRUCTURAL DETAILS**
- S2.2 **STRUCTURAL DETAILS**



SITE PLAN
 SCALE: 1" = 10'-0"



Staff Report

February 1, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: 30th Annual Alley Loop & Pub Ski Special Event Application and Special Event Liquor Permit
Date: January 25, 2016

Summary:

Andrew Arell submitted the 30th Annual Alley Loop and Pub Ski special event application and special event liquor permit on behalf of the Crested Butte Nordic Council. A pub ski has been proposed in the 200 Block of Elk Avenue, in which participants Nordic ski to travel between establishments. The pub ski is scheduled for Friday, February 5, 2016 from 4PM to 7:30PM.

The Alley Loop Nordic marathon would take place on Saturday, February 6, 2016, from 9AM to 3PM. The route has changed from past years, in that Elk Avenue would only be affected from 1st Street to 3rd Street. A diagram depicting the route in its entirety is included in the packets. The special event liquor permit would be applicable for Saturday, February 6 for a beer tent located at 2nd Street and Elk Avenue, near the finish line.

A certificate of insurance has been provided by the applicant. However, the entity name on the certificate is "Crested Butte Nordic," and the entity name registered with the Secretary of State is "Crested Butte Nordic Council." Also, there is no evidence of liquor liability coverage on the certificate of insurance. In order for the beer tent to be included as a part of the event, evidence of liquor liability coverage must be provided.

Recommendation:

To approve the 30th Annual Alley Loop & Pub Ski special event application and special event liquor permit contingent upon the entity name being corrected on the certificate of insurance, evidence of liquor liability coverage reflected on the certificate of insurance, and ensure emergency vehicle access across the course and at intersections.

Suggested Motion:

To approve the 30th Annual Alley Loop & Pub Ski special event application and special event liquor permit with the following contingencies:

- The entity name must be corrected to Crested Butte Nordic Council on the certificate of insurance.
- Evidence of liquor liability coverage reflected on the certificate of insurance must be provided in order to serve alcohol at the beer tent.
- Must ensure emergency vehicle access across the course and at intersections.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



- A **complete** application must be submitted a **minimum** of forty-five (45) days prior to your event. A **complete** application includes all **fees** and **deposits**.
- Incomplete applications will not be accepted.
- A \$100 late fee will be charged for late applications and no applications will be accepted less than ten (10) business days prior to an event.
- In addition to the application fee and a special event permit fee, a clean-up deposit may be charged depending on the size and scale of the event (see special event fee schedule for details).
- All special events require a minimum of \$1,000,000 in general commercial liability insurance naming the Town of Crested Butte as an additional insured. If you have reserved the Big Mine Ice Arena for more than 299 people you will also need to add the Crested Butte Fire Protection District as an additional insured.
- Additional application fees are required for a Special Event Liquor License.
- Please print clearly and **legibly**
- Block parties must comply with the Block Party Policies and are not Special Events. Contact the Clerk's Office for more information.

Name of Event: 30th Annual Alley Loop & Pub Ski

Date(s) of Event: 2/5/16 - 2/6/16

Name of Organization Holding the Event ("Permittee"): Crested Butte Nordic Council

Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Andrew Arell

Phone: 720.404.2311 Cell Phone: 720.404.2311

E-Mail: events@cbnordic.org Fax Number: N/A

Name of Assistant or Co-Organizer (if applicable): Keith Baver

Phone: _____ Cell Phone: 970.596.0176 E-Mail: director@cbnordic.org

Mailing Address of Organization Holding the Event: PO Box 1269, Crested Butte, CO 81224

Email Address of Organization: _____ Phone Number: _____

Detailed Event Description: Please attach an event schedule if applicable Event Schedule Attached
30th Annual Alley Loop - presented by Western State Colorado University.

Nordic Marathon - Saturday, February 6th

Pub Ski - Friday, February 5th

Event Location: (Attach map showing location of event; Also attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc):

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): Feb 5 Fri 5pm 7:00 pm Feb 6 Sat 9:00 AM - 3:00 PM
Total Time (including set-up, scheduled event, break-down & clean-up): Fri 3pm 8 pm Sat 7am - 4pm
Expected Numbers: Participants: 600 Spectators: 400

Do You Intend to Sell or Serve Alcohol? Yes / No

If Yes, a Special Event Liquor License is Required, You must Submit a Separate Application for a Special Event Liquor License to the Town Clerk at least 30 days prior to the event to ensure adequate time to comply with state regulations.

Special Event Liquor License Application is Attached with Appropriate Fees and Diagram

Proof of General Commercial Liability Insurance Naming the Town of Crested Butte as Additional Insured, with Coverage of No Less than \$1,000,000 is Required for All Special Events. If your event is in the Big Mine Ice Arena and over 299 people you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events Selling Alcohol also Require Liquor Liability Insurance (Note your application cannot be approved until we receive Proof of Insurance). Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.

Is Proof of Insurance is Attached? Yes
If No, Why Not: NO - Pending Certificate Yes. Changes are required see contingencies

Will There Be Amplified Sound at This Event? Yes / No

If Yes, Describe: PA System on Friday Night + Saturday

Note: If there will be amplified sound during your event then the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Upon completion and submission of this application the Town will provide you with additional information, including details on how to comply with the neighborhood notification process that you will be required to follow.

Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event? Yes / No Banner hung over Elk Ave. Town Manager Approval: [Signature]

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence? Yes / No
If yes, you must apply for a banner permit separately through Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? 5 trash cans

What recyclable products will be generated at the event? 2 trash bins

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

All trash + recyclables will be returned to the Nordic Center by CBAIC staff + volunteers. Plan to use recycle bins from center for the Arts / Music Fest

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

Security will be provided by CBAC volunteers at all street closures + around start finish area

Describe Plan for Parking: Parking at the 4 way and CBAC

Describe Plan for Portable Toilets and/or Restrooms: Town public toilets, CBAC toilets ~~XXXXXXXXXXXXXXXXXXXX~~

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? Yes / No

If Yes, explain request for services in detail (attach additional page if necessary):

Barricades, traffic control, snow moving, street closures

Will Your Event Require Any Road Closures? Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Map attached for Saturday Elk Ave closed on Friday evening from 2nd to 3rd

Will Your Event Impact Mt. Express Bus Service and/or Routes? Yes / No

If Yes, Explain Impact: Elk Ave closed fourth to first on Saturday

Will Your Event Affect Any Handicap Parking Spaces? Yes / No

If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:

Post 3 rounds of notices on residents + cars for road closures and parking changes. Personal visit w/ letter to businesses

Does Your Event Include a Parade? Yes / No

If yes you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, etceteras) individuals will do so exclusively by foot from along-side the vehicles/floats to minimize the likelihood of spectators running up to the vehicles/floats. I understand and agree that items will not be thrown from any vehicle/float.

Signature of Event Coordinator

Will You Be Selling Products (food, drink or merchandise) At Your Event? Yes / No

If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application. Town of Crested Butte Sales Tax Application is Attached.

If Approved Would You Like Town Staff To Post The Event On The Gunnison-Crested Butte Online Community Calendar (this service is free of charge) Yes / No

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: 30th Annual Alley Loop, [redacted] - presented by Western State Colorado University. Nordic Marathon - Saturday, February 6th
Pub Ski - Friday, February 5th

Contact Name & Phone Number for the Calendar: Director of Events

Event Fee for the Calendar: Varies Website for More Info: www.cb Nordic.org

Additional Applicant Comments: _____

Please Review Carefully:

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Idemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Idemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands, including any third party claim asserted against the Town, 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, arising out of or in any way related to the permitted use, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. In any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

The undersigned Permittee certifies that all the statements and answers to the above questions are true without any reservations or evasions. The undersigned also understands that the Town of Crested Butte reserves the right to require payment for additional services for major impact events

Andrew Arell / [Signature] / 2/4/16
Print Name Clearly / Signature of Applicant (Permittee) / Date

Application is Approved: _____ Date: _____

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input checked="" type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Crested Butte Nordic Council</i>	State Sales Tax Number (Required) <i>98-11986</i>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
*PO Box 1269
 Crested Butte, CO. 81224*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
*2nd Street @ Elk Avenue
 Crested Butte, CO. 81224*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Keith Bauer</i>	<i>11/4/53</i>	<i>108 2nd St. Crested Butte, CO 81224</i>	<i>970.596.0176</i>
5. EVENT MANAGER <i>Andrew Arell</i>	<i>9/30/78</i>	<i>131 1/2 Maroon Ave. Crested Butte, CO. 81224</i>	<i>720.404.2311</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To
<i>2/6/16</i> From <i>10</i> A.m. To <i>4</i> P.m.			

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>[Signature]</i>	TITLE <i>Executive Director Crested Butte Nordic Council</i>	DATE <i>1/6/16</i>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		<i>-750 (999)</i>	\$

Alley Loop - Special Event Liquor Permit Area

 = Barricaid Fencing

2nd. St.

Expo with Beer Garden

Public Access Gate with Event Security

Start Line with Inflatable Arch

Elk Ave

Nordic Ski Race Finish Line

2016 Alley Loop Schedule of Events.

Friday, February 5th

3 – 4:30 p.m. – Pub Ski bib pickup and registration

3-7 p.m. Nordic Marathon bib pickup & registration at [Queen of All Saints, Parish Hall](#)

5-7 p.m. – Pub Ski

7 p.m. Pub Ski Awards

Saturday, February 6th

8-10 a.m. – Nordic Marathon bib pickup at [Queen of All Saints, Parish Hall](#)

.Nordic Marathon Start Times:

(All Races Start at [Second and Elk](#))

9:30 a.m. – 3 km Kids Race

9:31 a.m. – 1.5 km Kids Race

9:40 a.m. – 42 km Classic Race

9:45 a.m. – 21 km Classic Race

10 a.m. – 42 km Freestyle Race

10:05 a.m. – 21 km Freestyle Race

10:15 a.m. – 10 km Freestyle Race

10:20 a.m. – 5 km Freestyle Race

10-2 p.m. Elevation Beer Garden & Soup Tent at [Finish Line Expo](#)

11:30 a.m. – Kids awards (1.5K and 3K) at the [Finish Line Expo](#)

2:30 p.m. – Race cutoff time

4 p.m. – Nordic Marathon Awards Ceremony and Raffle

Due to some resident push back we've received regarding proposed in-town alley additions to the 2016 Alley Loop course, we're dropping two alley's on the north side of town, which we'd intended on incorporating this year.

Below I've stricken out the new course portions we'd intended on adding this year, along with their associated parking restrictions..

Revised 2016 Alley Loop Parking Restrictions

Streets and Alleys Closed – Midnight Thursday, Feb 4th to Saturday, Feb 6th, 3pm.

Elk Avenue: All of Elk from the West dead end (Old Kebler) to Third St.

Sopris/Whiterock Alley: between First and Third

Elk/Maroon Alley: between First and Second

~~**Gothic/Teocalli Alley:** between Second and Third~~

~~**Teocalli/Butte Alley:** between Second and Third~~

Streets and Alleys Closed – Midnight Friday, Feb 5th to Saturday, Feb 6th at 5pm

First Street: WEST side of street from Whiterock/Sopris Alley to Elk Ave.

First Street: Both sides of street from Elk Ave. to Elk/Maroon Alley

Second Street: Entire Street from Elk Ave. to the Elk/Maroon Alley

~~**Second Street:** EAST side of Street from Gothic/Teocalli Alley to Teocalli/Butte Alley~~

Third Street: WEST side of Street from the Whiterock/Sopris Alley to Elk Ave.

~~**Third Street:** EAST side of Street from Totem Pole Park to Gothic/Teocalli Alley~~

Third Street: EAST side of Street from Totem Pole Bridge to Butte Ave.

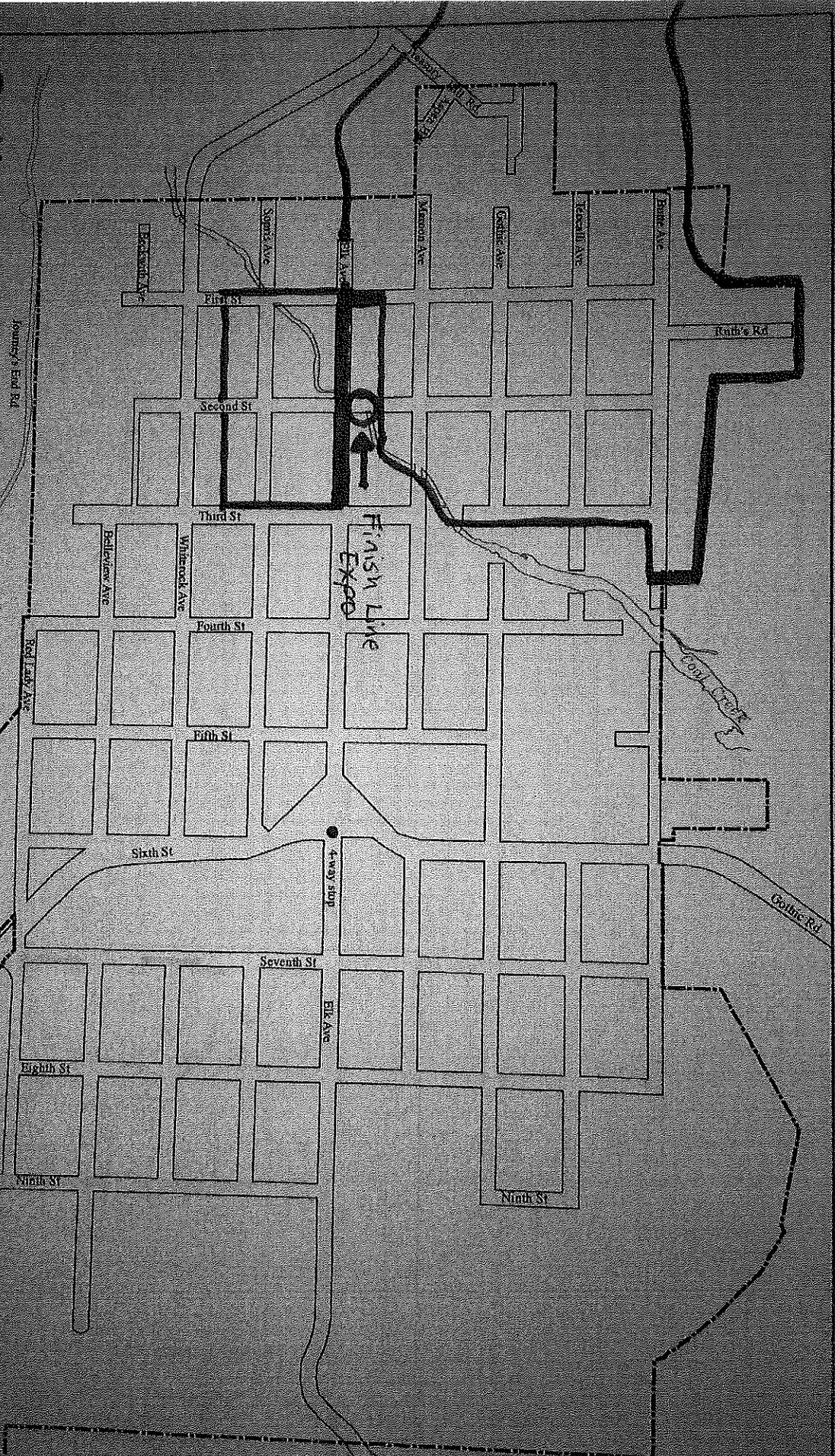
Maroon Ave: NORTH side of street from the bridge EAST to entrance of Totem Pole Park.

Butte Ave: SOUTH side of street from Third Street to Kapushion Annex Alley

2016 Alley Loop

Town of Crested Butte, Colorado # Conciliation Route

- Coal Creek
- Roads
- Town Boundary



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CRESTED BUTTE NORDIC COUNCIL

is a

Nonprofit Corporation

formed or registered on 07/13/1987 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871733872 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/14/2015 that have been posted, and by documents delivered to this office electronically through 12/15/2015 @ 15:34:31 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/15/2015 @ 15:34:31 in accordance with applicable law. This certificate is assigned Confirmation Number 9415472 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11-05-15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT:

the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

if SUBROGATION IS WAIVED, subject to

PRODUCER/ Frazier Insurance Agency, Inc.
Agent- Box 1250, Midlothian VA 23113
Processing Office:
Lawson Insurance LLC
1643 24th St West, #110, Billings MT 59102

CONTACT NAME: Jack Lawson
PHONE (A/C No. Ext): (800) 823-5297 FAX (A/C No.): (406) 652-3395
E-MAIL ADDRESS: jack@lawsonins.net

INSURED Sports & Recreation Providers Association
(Purchasing Group) & It's Participating Members -
Member- National Ski School Program Inc-Nordic and It's
Participating Members
1302 24th St West #169, Billings MT 59102

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United States Fire Insurance Company	
INSURER B:	United States Fire Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		409

MEMBER: Crested Butte Nordic

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Athletic Participants GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	SRPGAPM-101-0715 Cert# USP194832	11/01/15	11/01/16	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 5,000,000. PRODUCTS - COMP/OP AGG \$ 5,000,000. \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	Excess Accident Medical Protection Deductible - \$100. 52 Week Benefit Period Claim Reporting Deadline - 90 days from date of incident		US469339	11/01/15	11/01/16	Maximum Medical Benefit per claim - \$ 10,000. AD&D Benefit Per Claim - \$ 2,500.

NSSP Member - Crested Butte Nordic, Box 1269, Crested Butte, CO 81224
ADDED AS INSURED NSSP-NORDIC PARTICIPATING MEMBER for Nov.1, 2015-16 including coverage for Off-Premises Nordic Ski Training, 'Dryland' Fitness Instruction, Bicycling on Trails.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CGL Deductible - \$ 0.00 each Bodily Injury or Property Damage Claim
Participant Legal Liability Coverage for participants in SKI RACES/ COMPETITIONS requires that each participant (or their Parent/ Guardian) sign a release/ waiver form PRIOR to Competing, Participating or Instruction.

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED but only as respects the operations of the
Named Insured NSSP Participating Member - Crested Butte Nordic

CERTIFICATE HOLDER**CANCELLATION**

Town of Crested Butte
Box 39
Crested Butte, CO 81224

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John W. Frazier

30TH ANNUAL ALLEY LOOP & PUB SKI FEB 5-6, 2016

DEPARTMENT APPROVALS (For Official Use Only)

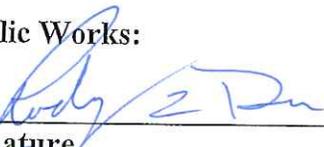
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

M From: Tom Martin
Sent: Tuesday, January 12, 2016 4:41 PM
To: Betty Warren
Subject: RE: Special Event: 30th Annual Alley Loop & Pub Ski

Si
N: Marshal's will work with event organizers as needed.
Tom

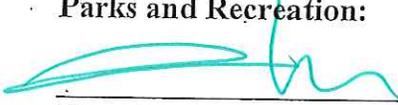
ments:

Public Works:

 1/14/2016
Signature _____ Date _____
Name (Printed) Rodney E Due

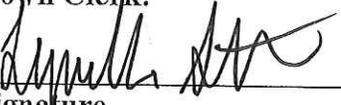
Conditions/Restrictions/Comments:
<u>PW will work with event organizers as needed</u>

Parks and Recreation:

 1/22/16
Signature _____ Date _____
Name (Printed) Janna Hansen

Conditions/Restrictions/Comments:
<u>Will clear course from Totem Pole to Pijks post-event.</u>

Town Clerk:

 1-14-2016
Signature _____ Date _____
Printed Name (Printed) Lynelle Stanford

Conditions/Restrictions/Comments:
<u>Contingent upon an insurance policy including liquor liability and the proper entity name on the insurance certificate.</u>

Town Manager:

Signature _____ Date _____
Printed Name (Printed) _____

Conditions/Restrictions/Comments:

2/5-6/16

30TH ANNUAL AUEL LOOP & PUB SKI FEB 5-6, 2016

Crested Butte Fire Protection District:

W Scott Linn 1/12/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Emergency
vehicle access across
course @ intersections

Mt. Express Bus Service:

Chris Larsen 11/14/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
will reroute town buses
onto 5th street during event

Official Use Only:

Application Received 1/6/16 Date Distributed 1/8/16

Council Date (if applicable) FEBRUARY 1, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Ensure emergency vehicle access across intersections, insurance must have liquor liability and proper entity name

Application fee \$25 Check # 14571 Date Paid 12/14/15

Permit Fee \$200 Check # 14571 Date Paid 12/14/15

Local Liquor License Fee \$25 Check # 14571 Date Paid 12/14/15

State Liquor License Fee _____ Check # _____ Date Paid _____ Date Liq. Application Sent _____

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$200 Check # 14571 Date Paid 12/14/15 Date Returned: _____



Staff Report

February 1, 2016

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Michael Yerman, Town Planner
Karl Fulmer, GVRHA Executive Director

Subject: **Crested Butte Affordable Housing Guidelines**

Date: February 1, 2016

Background:

Over the course of several work sessions with Town staff, the Town and the Gunnison Valley Regional Housing Authority (“GVRHA”) have developed new affordable housing guidelines for future affordable housing projects within the Town of Crested Butte. These guidelines will not be retro-active and only apply to new housing developed after the adoption of the guidelines.

The Guidelines are not intended to outline or plan the development strategy for the Town’s future housing projects. The guidelines are intended to outline who will qualify for future housing in the Town and maintain qualifying standards over time. The Guidelines also provide the details on the process for future applicants to qualify for both future homeownership and rental projects. The Guidelines outline the lottery process and the future resale of a unit. They also set the maximum sales price for units both Town built and owner built.

Key Policy Items:

The guidelines appoint the GVRHA as the qualifying agent on the Town’s behalf as well as appoint them to hear grievances by applicants, home owners or renters. The Town has two members who sit on the GVRHA Board including one Council member. Also similar guidelines have been adopted by the City of Gunnison and Gunnison County. This will allow the Town to progress towards a more regional and cooperative approach to affordable housing.

The maximum Area Median Income (“AMI”) for anyone to qualify for home ownership has been set at 200%. For rentals the maximum AMI has been set at 120%. Each future project(s) may have selected Income Limits that fall within these ranges. It should NOT be assumed that all rental properties will be set at 120% AMI and all homeownership properties at 200% of AMI.

The lottery is based on seniority of working/living in Gunnison County. The more years in the Gunnison Valley the more chances someone gets. Comments have been made regarding limit this to employment/residence in the Town of Crested Butte. It has been determined that this is far too

narrow of a condition to place on qualifying for lottery rankings. Essential Service Workers and anyone who takes a Town housing-related education class receive one additional pick for the lottery.

The GVRHA will be the broker for all transactions for the future home sale of any unit for a 2% fee. This will help reduce the cost of brokerage fees by 4%. All future home sales will be entered into a lottery if there is more than one interested buyer.

The guidelines include a capital improvement policy. They have been revised to allow for an additional bedroom to be added to the unit, as a response to Council comments from December 2015. The guidelines also set caps on the maximum post-construction valuation per AMI category and bedroom size for owner builds. Plans and construction estimates must be approved prior to someone commencing building. If someone acquires a lot they must receive building permit approval within three (3) years or forfeit the lot.

Staff Recommendation:

A Council member make a motion to adopt Resolution 2, Series 2016 approving the new Town-wide affordable Housing Guidelines.

RESOLUTION NO. 2

SERIES 2016

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL
ADOPTING THE NEW TOWN-WIDE AFFORDABLE HOUSING
GUIDELINES**

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

WHEREAS, pursuant to Article XX of the Colorado Constitution and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations, including, without limitation, requirements for affordable housing;

WHEREAS, the Town Council has and continues to implement strategies for the development of affordable housing for lower income families;

WHEREAS, the provision of affordable housing is critical to the Town, local employers and the health of the community;

WHEREAS, the Town staff has determined that new Town-wide affordable housing guidelines for lower income families are necessary and appropriate to implement such affordable housing strategies; and

WHEREAS, the Town Council finds that new Town-wide affordable housing guidelines are in the best interests of the health, safety and welfare of the residents and visitors of the Crested Butte.

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

1. **Findings.** The Town Council hereby finds that adopting the new Town-wide affordable housing guidelines attached hereto as **Exhibit "A"** are in the best interest of fostering the development of affordable housing in Crested Butte and therefore in the best interest of the health, safety and welfare of the Town and the residents and visitors of the Crested Butte.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ___ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"
(Affordable Housing Guidelines)

[attach here]

Town of Crested Butte

Affordable Housing Guidelines

FINAL DRAFT

January 28, 2016

TABLE OF CONTENTS

Part I Affordable Housing Income Categories	2
Section 1 Income Categories	2
Table I Maximum Incomes by Category	3
Part II Renting Affordable Housing	4
Section 1 Tenant Qualifications to Rent Affordable Housing	4
Section 2 Initial Qualifications to Rent	6
Section 3 Maintaining Eligibility for Rental of Affordable Housing	8
Section 4 Management of Rental Units	9
Section 5 Rental Sign-up Policy	9
Part III Purchasing Affordable Housing	10
Section 1 Qualifications to Purchase Affordable Housing	10
Section 2 Maximum Valuation and Sales Prices.....	12
Section 3 Valuation of Newly-built Affordable Housing	13
Section 4 Initial Qualification to Purchase	14
Section 5 Maintaining Eligibility for Ownership of Affordable Housing	16
GVRHA Responsibilities	16
Owner Responsibilities.....	16
Section 6 Priorities for Persons Bidding to Purchase an Affordable Housing Unit	18
Studio Units.....	18
One-Bedroom Units	19
Two-Bedroom Units	19
Three-Bedroom Units.....	19
Exceptions to Priorities Subject to (Special Review)	21
Section 7 Priorities for Bidding on Initially-offered Housing Units/Lots	22
Part IV Lottery Process	25
Part V Procedures for the Sale of a Category Affordable Housing Unit	26
Section 1 Listing a Unit with the GVRHA	26
Section 2 Advertising The Sale: Bid Periods	27
Section 3 Fees for Listing and Sales	27
Section 4 Deed Restriction	27
Section 5 Co-Ownership and Co-Signature	28
Section 6 Leave of Absence for Owners of Affordable Housing Units.....	28
Leave of Absence Request Procedure	28
Section 7 Roommates in Sales Units	29
Section 8 Capital Improvement Policy & Minimum Standards to Receive Full Value	30
Permitted Capital Improvements.....	31
Minimum Standards for Seller to Receive Sale’s Full Value	32
Part VI Special Review	34
Part VII Grievance Procedures	35
Part VIII Definitions	36

APPLICABILITY STATEMENT. *These Affordable Housing Guidelines shall be applied to all new residential development that is permitted and/or approved after the date of their initial adoption. If a discrepancy exists between these Guidelines and a recorded Deed Restriction covered by these Guidelines, the recorded Deed Restriction shall prevail. Pre-existing deed-restricted units shall be governed by the existing applicable Town Code. These Guidelines shall be updated annually by the Housing Authority Board of Directors. The Board of Directors will then make a recommendation to the Crested Butte Town Council for acceptance of the annual update.*

PART I AFFORDABLE HOUSING INCOME CATEGORIES

Rental procedures and sales prices are established in these Guidelines and they apply to employees of **Category 1** through **Category 6** income levels as related to housing costs in Gunnison County and the Town of Crested Butte. In order to carry out this objective, deed-restricted housing units are categorized with the intent to reflect which income levels they are to service as set forth in Sections 1 and 2 below.

- Category 1 Very Low Income*
- Category 2 Lower Income*
- Category 3 Moderate Income*
- Category 4 Middle Income*
- Category 5 Upper Middle Income*
- Category 6 Upper Income*

SECTION 1 INCOME CATEGORIES

Current income amounts are derived from 2015 data provided by the US Dept of Housing and Urban Development (HUD) and the U.S. Census Bureau regarding Area Median Income Levels (AMI) for Gunnison County. Future increases to these amounts are determined annually based upon current year HUD Data Sets, the CPI or 3%, whichever is lower, of the existing maximum income levels.

The maximum gross household income (as defined in the Definitions Section) for each income category is set forth in **Table I**.

The following procedure may be utilized by a qualified household with a Category 1, 2 or 3 income level desiring to rent or purchase a Category 4 or higher unit, but with net assets greater than the Category 3 level:

If the household's net assets exceed the Category 3 net asset limit, each \$50,000 of assets over \$175,000 (the Category 3 asset limit) will be treated as \$4,500 of annual income and added to the Gross Household Income. However, should a household's net assets exceed \$400,000, that household will be ineligible to own/rent Town of Crested Butte or GVRHA-controlled, deed-restricted housing.

NOTE: THIS PROCEDURE ONLY ALLOWS FOR A HOUSEHOLD TO MOVE INTO A CATEGORY 4 OR ABOVE HOUSING UNIT (with corresponding sales prices).

**TABLE I
MAXIMUM INCOMES BY CATEGORY**

Due to the nature of the working adult in Gunnison County/Town of Crested Butte and the wages that are required to maintain a consistent employee base, the Maximum Sales Incomes are not attributed to the number of bedrooms, but will remain the same per household, with an adjustment to dependents only. These Category Numbers correspond with those used by the GVRHA in their current Affordable Housing Guidelines.

TABLE Ia. MAXIMUM INCOMES for RENTAL UNITS

	60%	80%	100%	120%
No. of Adults	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
1	\$ 30,120	\$ 40,350	\$ 50,200	\$ 60,250
2	\$ 50,200	\$ 66,950	\$ 84,000	\$ 100,850
3	\$ 63,600	\$ 84,800	\$ 95,800	\$ 114,800
Net Asset Limit	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000

TABLE Ib. MAXIMUM INCOMES for SALES/Ownership UNITS

	60%	80%	100%	120%	160%	200%
Household Size	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6
1	\$ 30,120	\$ 40,150	\$ 50,200	\$ 60,240	\$ 80,320	\$ 100,400
2	\$ 34,440	\$ 45,900	\$ 57,400	\$ 68,880	\$ 91,840	\$ 114,800
3	\$ 38,760	\$ 51,650	\$ 64,600	\$ 77,520	\$ 103,360	\$ 129,200
4	\$ 43,020	\$ 57,350	\$ 71,700	\$ 86,040	\$ 114,720	\$ 143,400
5	\$ 46,500	\$ 61,950	\$ 77,500	\$ 93,000	\$ 124,000	\$ 155,000
6	\$ 49,920	\$ 66,550	\$ 83,200	\$ 99,840	\$ 133,120	\$ 166,400
Net Asset Limit	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000	\$ 225,000	\$ 300,000

PART II RENTING AFFORDABLE HOUSING

NOTE: Provisions found in Town Code Chapter 16, Article 21, Resident-occupied Affordable Housing (“ROAH”), as may be amended, shall apply to ROAH rental units created after the adoption of these guidelines. Occupants must qualify through the GVRHA and provide the necessary documentation as outlined in these Guidelines. Business-owned Rental units must also provide the necessary documentation for qualifying tenants as outlined in these Guidelines. The GVRHA will qualify a resident based on the provisions reflected in the applicable deed restriction for a ROAH or particular business-owned rental unit.

SECTION 1 TENANT QUALIFICATIONS TO RENT AFFORDABLE HOUSING

1. To qualify, be eligible, and remain eligible to *rent and reside* in an affordable-housing unit (Category 1, 2, 3, or 4), except for approved seasonal housing units or Town of Crested Butte Employee Housing Units, a person or household may not exceed the following:

TABLE Ia. MAXIMUM INCOMES for RENTAL UNITS

	60%	80%	100%	120%
No. of Adults	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
1	\$ 30,120	\$ 40,350	\$ 50,200	\$ 60,250
2	\$ 50,200	\$ 66,950	\$ 84,000	\$ 100,850
3	\$ 63,600	\$ 84,800	\$ 95,800	\$ 114,800
Net Asset Limit	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000

2. To qualify for tenancy, a person/household must be a full-time employee working in Gunnison County for an employer whose business address is located within Gunnison County, whose business employs employees within Gunnison County, whose state business license denotes an address in Gunnison County, and/or the business taxes are paid in Gunnison County (if an employer is not physically based in Gunnison County, an employee must be able to verify that they physically work in Gunnison County a minimum of 1500 hours per calendar year for individuals, businesses or institutional operations located in Gunnison County); or be a retired person who has been a full-time employee in Gunnison County a minimum of four years immediately prior to his or her retirement (as further defined in the Definition section); or be a handicapped person residing in Gunnison County who has been a full-time employee for a Gunnison County employer a minimum of four years immediately prior to their disability as defined in these Guidelines.
3. The occupying qualified household, at the time of a qualified employee's death, are permitted to remain for the balance of the lease term. The remaining member of the household can remain in the unit beyond the lease term IF the qualified member worked as a qualified employee for at least four years or the remaining member of the household becomes a qualified employee.

4. In a two-person household of two adults only (no dependents as defined in the Guidelines), both adults must be working in Gunnison County to qualify for an additional bedroom.
5. Upon rental of the unit, employee(s) must occupy the unit as their primary residence.
6. The tenant must not own developed residential real estate or a mobile home, or possess an interest in an LLC, trust or business pertaining to such developed real estate or mobile home.
7. Household income and assets may be no greater than the maximum amount specified for the applicable Category 1, 2, 3, or 4. Assets which have been assigned, conveyed, transferred or otherwise disposed of within the last two years without fair consideration in order to meet the net asset limitations shall be valued at fair market prices. Maximum net asset limits for households, which consist of at least one qualified employee of retirement age, shall be 150% of the applicable income category. Fair Market Value will be determined by an appraiser of the GVRHA's choice and paid by the tenant or applicant.
8. If the tenant's residency began prior to ownership by the City, County or the GVRHA as a result of a "Buy down" situation, and the tenant's residency has been continuous since that time, the tenant must qualify *only* as a full-time employee. The tenant does not have to qualify under the income or asset provisions. The tenant will be required to pay rent commensurate with his or her household income regardless of the price category of the unit.

If a tenant or potential tenant is under review for a non-compliance issue, the tenant or potential tenant will not be approved and/or his or her lease will not be renewed until the non-compliance issue is satisfied.

10. An essential service worker ("ESW") may be placed in the top position of the rental sign-up list if approved as a qualified ESW through the GVRHA review and as defined under the **Definitions** section herein. The applicant's supervisor must request the priority, in writing, to the GVRHA's Executive Director. It is the responsibility of the supervisor to prove to the GVRHA that the employee is a required essential service priority. When the GVRHA approves an individual or household for priority status, written verification must be provided to the appropriate governing body. At such time, the GVRHA will place the individual in a priority position of the rental sign-up list for the applicable project(s). Such residents must verify their continued service (see **Definitions**) to that agency for their lease to be renewed. This verification requirement expires after two years of residency/service.
11. Roommates are permitted under the Guidelines. Individuals residing in two or three bedroom units must, at all times, have the unit filled with qualified tenants. In case of the vacancy of any bedroom, the remaining tenant(s) must find a new qualified person within forty-five (45 days). All tenants shall be qualified through the GVRHA prior to occupancy within that unit's category requirements and must be part of the lease.
12. All qualification requirements must be verified every two years by the GVRHA staff unless the property has a yearly verification requirement.
13. The use and occupancy of the rental units shall be limited exclusively to housing for 'natural person(s)' who meet the enclosed Tenant Qualifications.

SECTION 2 INITIAL QUALIFICATION TO RENT

In order to determine that a person or household desiring to rent an affordable housing unit meets all of the criteria set forth in **Part II, Section 1**, PRIOR to occupancy, the GVRHA, in coordination with the Town of Crested Butte, must review and have on file specific documentation which provides proof of the following: Residency, Employment, Income and Assets. The GVRHA may request any or all of the following documentation. (***All information and documentation received will remain confidential.***) It is understood that applicants who are working in traditional jobs are able to provide traditional forms of documentation to verify eligibility. It is also understood that some applicants are working in non-traditional jobs whereby traditional documentation may not be available. In these circumstances, the GVRHA may require non-traditional forms of documentation to determine eligibility. If documents provided are still not to the GVRHA's satisfaction, the applicant may appeal to the Special Review (Appeals) Committee.

1. Income Verification:

- a. Copy of the previous year's (most current) completed, executed and filed tax return , including federal and state returns and any applicable schedules.
- b. Current income and financial statement verified by the applicant to be true and correct. If there is a variance of 20% or more between the last two years' tax returns, the two years' incomes will be averaged. This will establish the income category into which an applicant falls. If someone did not have to file an income tax return or just started working full-time, their current income (based on a full year) will be used to establish the household category.
- c. Social Security report of employer(s) and location(s).

If the above information is not available, the applicant must provide other documentation as requested by the GVRHA and to satisfaction of the GVRHA staff.

2. Employment Verification: To Establish program eligibility, the GVRHA may request all or part of the following documentation. In certain instances, such requests may not be limited to the following: (Background and credit checks will be performed after passing this initial qualification level).

- a. All W-2 and/or 1099 forms from the current or previous year (a potential tenant who has applied for a specific unit must provide documentation of employment for the full term that was specified on the Sign-Up sheet).
- b. Recent paystubs (if W-2's are not available).
- c. Employer(s) name, address, telephone and dates of employment.
- d. GVRHA's "Employment Verification Form" [signed by employer(s)].
- e. Evidence of legal residency.
- f. Landlord verification of residency, stating specific dates.
- g. Valid Colorado Driver License.
- h. Valid Gunnison County Voter Registration.
- i. Court-approved Divorce Decree or Separation Agreement, including alimony, division of assets, custody and child support. A copy must indicate that it has been entered in the record with all exhibits and supplements attached.
- k. A picture I.D. (driver's license, state issued ID card, passport, etc.) is required.

If the above information is not available, the applicant must provide other documentation as requested by the GVRHA and to the satisfaction of GVRHA staff.

3. **SELF-EMPLOYMENT:** When someone is self-employed and works too few or no hours for an employer, then the number of hours worked in Gunnison County must be clearly documented by providing some, if not all, of the following:
 - a. A complete copy of the applicant's most recent tax returns, including Federal tax returns, Schedule C (profit and loss statement) and all other completed schedules, and State tax returns and copies of most recent W2's and or 1099's for each job (if applicant received W2's and/or 1099's).
 - b. Copies of any paycheck stubs received by the employee or an up-to-date profit and loss statement.
 - c. A copy of a current business license for a business in the applicable municipality, if required.
 - d. Copy of a lease if the applicant rents office space located in Gunnison County.
 - e. The following documentation must be provided if a, b, c and d above does not verify the employment requirement and the residency requirement.
 - 1) *A copy of a current detailed work log or appointment book for the last year (or at least the last quarter) listing hours worked each day for each job or appointment and clients/customers' names and local addresses. Time spent in marketing, accounting and other administrative tasks in support of the business will also count towards the 1,500 hours per year employment requirement if the applicant can clearly demonstrate to the GVRHA that this is the case.*
 - 2) *Copies of invoices sent to clients/customers, particularly if the invoices reflect the amount of time spent on the job invoiced (and copies of payment for invoiced work);*
 - 3) *A Client/Customer_List, which would provide client names with local telephone numbers and local addresses, type of work done, and approximate time spent with client per appointments in a year.*
 - 4) *Any additional documentation the GVRHA may require verifying the applicant is employed in Gunnison County and occupying the unit as their primary residence, such as business and personal banking records, utility bills, payments received, etc.*

It is the responsibility of the applicant to clearly demonstrate that he/she is meeting the full-time employment and residency criteria. If the household does not specifically fall under the qualifying standards of the current policy, the household may request a Hearing before the Board for review.

Due to the need for an employer to house their employees on-site, for rental units owned by employers, if the deed-restricted housing is located on-site of the business, the employer may choose the tenant. If the income and/or assets are greater than the maximum allowed for that specific unit, that employee's income and/or assets shall be waived. All other qualifications must be adhered to.

Note: Applicants for Affordable Housing must attest on the application that all information provided is true and accurate. If any of the information is determined to be false or non-verifiable, the applicant may be subject to disqualification by the GVRHA. If any of the information is determined to be false or non-verifiable after the applicant has qualified, the lease will be terminated immediately. If such documentation is determined to be false, the applicant may be denied future participation in the affordable housing program.

SECTION 3

MAINTAINING ELIGIBILITY FOR RENTAL OF AFFORDABLE HOUSING

The status of Renters or Tenants of Town of Crested Butte Affordable Housing Units shall be reviewed and verified every two (2) years to ensure that they continue to meet the requirements of the Guidelines, including but not limited to: Minimum Occupancy, Income and Asset Requirements, and Employment. The Town of Crested Butte or the GVRHA shall notify the landlord to provide the tenant written notice of the requalification at least thirty (30) days prior to the expiration of the two years. The GVRHA Rental Approval form should accompany this notice. The landlord shall disclose in the lease that the tenants must re-qualify every two years. Breach by the tenant and/or owner/landlord of the Guidelines or any agreement or deed restriction will be considered a violation and result in denying any further participation in the affordable housing program. ***See Part VI, Compliance.***

TOWN and GVRHA Responsibilities:

1. If a complaint is received, it is forwarded to GVRHA staff, who researches the complaint. If staff finds grounds to move forward, the first compliance letter will be mailed within 30 calendar days of receipt of the complaint. The bi-annual requalification request will be treated as a compliance letter.
2. If the tenant and/or landlord (whichever applies) does not respond within two weeks to the initial compliance letter, a second compliance letter will be sent. The first and second compliance letters will be sent by regular mail.
3. If the tenant and/or landlord does not respond to the second compliance letter within two weeks, and/or if the compliance situation is not fully resolved within 60 calendar days from the date of the first letter, a Notice of Violation (NOV) letter will be sent to the landlord. The NOV will provide the landlord an option if they wish to dispute the violation by requesting a GVRHA Board Grievance Hearing (GVRHA Appeals Committee) in writing within 15 calendar days from the date of the NOV letter. The NOV letter will be sent by regular and certified mail. GVRHA staff will also notify the Town of Crested Butte Planning Director and GVRHA Board when a NOV letter is sent. For confidentiality purposes, the landlord situation will be referred to by a case number only, with no mention of client name or address, and will briefly outline the case.
4. If the landlord does not respond or does not request a GVRHA Board hearing, or the landlord does not request a Board hearing within the specified deadline, GVRHA staff will send a final letter to the landlord. For ownership units, the final letter will state the owner has 30 days to list his/her unit with the GVRHA or qualified Broker (whichever pertains) and that appreciation has stopped accruing on their unit. For rental units, the tenant will be notified that the applicable lease will terminate by a date agreed upon by the Town/GVRHA and the Property Manager (end of lease term or the Property Manager may choose to pursue legal eviction). The final letter will be sent by regular and certified mail.
5. Should a tenant or owner be receiving unemployment benefits, the tenant or owner must still meet the 1500-hour per calendar year work requirement.

Landlord Responsibilities:

1. The landlord shall provide disclosure in the lease that tenants must be qualified every two years and must reapply in the second year.
2. The landlord shall provide the tenant written notice of the requirement for requalification at least thirty (30) days prior to the expiration of the two years. The GVRHA Rental Approval form should accompany this

notice.

3. Provide the GVRHA a copy of the lease signed by both parties, prior to tenant occupancy.

Tenant Responsibilities:

1. Tenant must meet all of the Initial Qualifications stated previously in **Part III, Section 1**. Should a tenant not meet the income/asset requirements of the category unit, the tenant shall have one year to come into compliance or find another place to live. A tenant who has entered into the bidding process to purchase a deed-restricted unit and is looking for other rental opportunities has one additional year to reside in the unit. However, the rent shall be increased to the category that matches the tenant's income.
2. Once a tenant receives a letter from the GVRHA, the tenant must provide the completed form and/or any additional documentation requested by the deadline stated in the letter.
3. If a tenant wishes to dispute a NOV, the tenant must submit a written request for a Board Grievance Hearing (GVRHA Appeals Committee) within the deadline stated in the tenant's NOV letter.
4. Once a tenant receives a final letter, the tenant will be notified that their lease will terminate by a date agreed upon between the GVRHA and the designated Property Manager.
5. If the client does not respond by the final deadline, legal counsel will follow-up with appropriate legal action.
6. The tenant must pay a requalification fee, as stated in the Fee Schedule adopted on a yearly basis, when the documentation is filed with the GVRHA.

SECTION 4 MANAGEMENT OF RENTAL UNITS

Private management companies might manage many of the deed-restricted rental properties. Each specific complex may differ in its rental procedures. ***Persons desiring to rent a Deed-Restricted unit must meet employment, income and asset requirements, as well as minimum occupancy.*** Please contact the GVRHA office or individual property manager for specific rental information.

If a qualified tenant of a deed-restricted rental unit requests NW Colorado Legal Services (“NWCLS”) to resolve a housing dispute, NWCLS will contact the landlord to initiate mediation between the landlord and the tenant. If the landlord refuses to participate in the mediation process, NWCLS may directly assist the tenant to pursue their legal claim. If the parties are unable to resolve their dispute, NWCLS will refer the parties to private counsel, or for qualified tenants, NWCLS will attempt to place their case with a pro bono attorney for direct representation.

SECTION 5 RENTAL SIGN-UP POLICY

The GVRHA advertises any vacancies, other than privately-owned/managed or Town-owned employee units, in the classified section of the local weekly newspapers and/or on the GVRHA website. Any interested party may sign up for that specific unit in the GVRHA office at 202 E. Georgia in Gunnison or via electronic submittal to the GVRHA. Staff reviews the sign-up list and contacts the household with the most years worked full-time in Gunnison County. The interested applicant(s) must provide proof of their work history in Gunnison County for all the years stated on the application form.

PART III
PURCHASING AFFORDABLE HOUSING

SECTION 1
QUALIFICATIONS TO PURCHASE AFFORDABLE HOUSING

1. To qualify, be eligible, and remain eligible to *purchase and reside in* an affordable-housing unit, a person/household must meet the following criteria and must not exceed the maximum income and asset level as stipulated in the table below. Once ownership is established for each specific unit, the household does not have to continue to comply with income, assets or minimum occupancy standards.

TABLE Ib. MAXIMUM INCOMES for SALES/Ownership UNITS

	60%	80%	100%	120%	160%	200%
Household Size	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6
1	\$ 30,120	\$ 40,150	\$ 50,200	\$ 60,240	\$ 80,320	\$ 100,400
2	\$ 34,440	\$ 45,900	\$ 57,400	\$ 68,880	\$ 91,840	\$ 114,800
3	\$ 38,760	\$ 51,650	\$ 64,600	\$ 77,520	\$ 103,360	\$ 129,200
4	\$ 43,020	\$ 57,350	\$ 71,700	\$ 86,040	\$ 114,720	\$ 143,400
5	\$ 46,500	\$ 61,950	\$ 77,500	\$ 93,000	\$ 124,000	\$ 155,000
6	\$ 49,920	\$ 66,550	\$ 83,200	\$ 99,840	\$ 133,120	\$ 166,400
Net Asset Limit	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000	\$ 225,000	\$ 300,000

NOTE: A household can qualify to purchase a unit in a higher category. The Town of Crested Butte designates dwelling units or undeveloped lots according to the Income Categories listed above. At no time, will the Town consider designating unit or lot sales for Income Categories above Category 6 (200% of AMI).

2. To qualify for ownership, at least one person in a qualifying household must be a full-time employee working in Gunnison County for an employer whose business address is located within Gunnison County, whose business employs workers within Gunnison County, whose state business license denotes a Gunnison County address, and/or the business taxes are paid in Gunnison County (if an employer is not physically based in Gunnison County, an employee must be able to verify that they physically work in Gunnison County a minimum of 1500 hours per calendar year for individuals, businesses or institutional operations located in Gunnison County); or be a retired person who has been a full-time employee in Gunnison County a minimum of four years immediately prior to his or her retirement (as further defined in the Definition section); or be a disabled person residing in Gunnison County who has been a full-time employee for a Gunnison County employer a minimum of four years immediately prior to their disability as defined in these Guidelines.

3. At the time of a qualified employee's death the surviving household members are permitted to remain in the unit. If the remaining household member is a minor child (under the age of 18), the ownership of said unit may remain with the household; however, upon completion of high school and/or a four-year higher educational program, the minor child must return to Gunnison County and begin working full-time to retain ownership of the unit.
4. In a two-person household of two adults only (no dependents as defined in the Guidelines), income-earning adults must be working in Gunnison County to qualify for an additional bedroom. Both qualified adults must continue to work in Gunnison County until they become a qualified retiree as stated in the Guidelines.
5. Upon purchase of the unit, employee(s) shall occupy the unit as the primary residence and maintain at least the minimum work requirement until retirement age as specified in these Guidelines.
6. The purchaser/owner must not own developed residential real estate or a mobile home. If such property is owned, the purchaser/owner must list for sale, at competitive market prices, the residential real estate or mobile home prior to or simultaneously with closing on the affordable housing unit and still meet the asset/income limitations as set forth in **Table Ib**. The purchaser must provide the GVRHA with a copy of the appraisal of the property. Upon the sale, a copy of the closing documents indicating the sale price must be provided to the GVRHA. If the property is not sold by the time of closing on the affordable-housing unit, it must remain listed until sold. The owner has 180 days to sell the free- market unit. After such time, the owner must list and sell the deed-restricted unit according to their deed-restriction.
7. The purchaser/owner must have total current household income and assets no greater than the maximum amount specified in **Part III, Section 1**, for the appropriate income category. At no time can a member of the same household bid separately UNLESS they provide proof of a legal separation and/or divorce. At no time can a member of a household in a specific category bid on a lower category unit. Assets which have been assigned, conveyed, transferred, or otherwise disposed of within the last two years without fair consideration in order to meet the net asset limitations shall be valued at fair market prices. Fair Market Value will be determined by an appraiser (approved by the GVRHA) with appraiser fees paid by purchaser/owner. Maximum net asset limits for households, which consist of at least one qualified employee of retirement age, shall be 150% of the applicable income category. This is applicable at the time of purchase ONLY. After purchase, owners must continue to work full-time in Gunnison County until retirement age as stated in the Guidelines AND live in the unit at least nine months out of each calendar year to continue to own and reside in deed-restricted housing. For the purposes of entering a lottery, an individual can be a member of one household at one time. Each name can appear only one time in a lottery.
8. The ownership of any property, unless specifically devoted to the conduct of a primary income-producing business, owned by a qualifying buyer shall be considered in determining Maximum Net Assets.
9. Each owner is required to sign a Requalification Affidavit every two years verifying continuation of work in Gunnison County AND residing in the unit at least nine months out of each calendar year.

NOTE: Any individual or household who is under review for a possible non-compliance issue may not enter any new lotteries until the non-compliance issue has been satisfied. The owner MUST also be in good standing with their homeowners' association and a notarized document from the HOA will be required at the time of application for purchase/rental of another unit.

SECTION 2

MAXIMUM VALUATION and SALES PRICES of AFFORDABLE HOUSING UNITS

Table II below sets forth the Maximum Sales Prices and Valuations of Owner-built units for newly deed-restricted affordable housing units in the Town of Crested Butte. The maximum resale price of a unit shall be controlled by the Deed Restriction covering the unit executed by the initial purchaser or lot owner/builder upon closing of the initial home purchase or closing on the land and subsequent issuance of a certificate of occupancy, whichever is applicable. Building plans, floor plans and construction estimates must be approved by the GVRHA or Town prior to the issuance of a building permit by the Town. **NOTE:** *The following prices are MAXIMUM limits. A developer should not assume that constructing units and marketing them at the maximum sales price will be satisfactory to the GVRHA or the Town. Prices are dependent upon unit size, location, and levels of public buy-down of land and construction costs/fees. An Owner of a subsidized lot who constructs a dwelling unit on such lot will not be assigned a value greater than actuals costs, interest and land basis OR what is outlined as the maximum value below, whichever is lower. This maximum value includes the costs of construction, interest and fees combined with the land basis.*

TABLE II. Maximum Pricing and Valuation for Deed-Restricted Ownership Units

UNIT TYPE	Calc Factor	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6
1 BDRM	1.5	n/a	\$ 126,147	\$ 157,738	\$ 189,286	\$ 252,381	\$ 315,476
2 BDRM	3	n/a	\$ 151,435	\$ 189,403	\$ 227,284	\$ 303,045	\$ 378,806
3 BDRM	4.5	n/a	\$ 174,890	\$ 218,722	\$ 262,467	\$ 349,956	\$ 437,445
4 BDRM	5	n/a	\$ 181,633	\$ 227,225	\$ 272,670	\$ 363,560	\$ 454,450

Calculation Methodology: Maximum Pricing and Valuation

Calculation Assumptions: Income is set based upon average Household Size for a particular unit size. For example, a 2-BDRM unit assumes an average income for a 3-person Household. Being a high-cost area, the GVRHA assumes a maximum of 25% of an applicant's gross income can be devoted to housing costs (PITI). Taxes and Insurance equals 11.5% of available income for housing. Mortgage rate is set at 6.95% over a thirty (30) year term with a downpayment of 5% assumed. **NOTE: Calculation methods are set to maximize affordability for the life of a dwelling unit. Assumptions are made to provide affordability based upon interest rates, downpayment, etc., encountered by future buyers as well as present financing conditions. An applicant building a single-family structure may appeal for up to a 5% increase in overall valuation if the applicant can prove substantial hardship in meeting the maximum values outlined in Table II of the Affordable Housing Guidelines. At NO time should this increase be assumed by an applicant.**

Category 3 - 100% AMI						
UNIT SIZE	Hshld Size	INCOME	25% Monthly	PITI (11.5%)	Net Avail.	Price
1BDRM	1.5	53,800	1,121	(129)	992	\$157,738
2-BDRM	3	64,600	1,346	(155)	1,191	\$189,403
3-BDRM	4.5	74,600	1,554	(179)	1,375	\$218,722
4-BDRM	5	77,500	1,615	(186)	1,429	\$227,225

SECTION 3 VALUATION OF NEWLY-BUILT AFFORDABLE HOUSING UNITS

For those private Owners who purchase an undeveloped, deed-restricted property within the Town of Crested Butte and intend to construct a dwelling unit on the property, specific parameters are outlined below that will ensure the accurate and complete valuation of your property after construction completion.

ADDITIONAL QUALIFICATION REQUIREMENTS: Beyond the required qualifications set forth in **Part III, Section 4, Initial Qualifications to Purchase**, applicant's wishing to build on undeveloped land must submit a letter from a lender pre-qualifying the applicant for a construction loan. This letter must be submitted prior to qualifying for a lottery. An applicant will have up to 2 years from purchase of a deed-restricted lot to make substantial progress in obtaining a building permit from the Town of Crested Butte. Failure to obtain a building permit within 3 years of the date of the lottery will result in the forfeiture of the undeveloped property. The applicant will be required to sell the property back to the Town or GVRHA at the original purchase price.

INCOME CATEGORY & FINAL VALUATION: A property's final valuation after construction will not be assigned above the **Maximum Valuation and Sales Price** listed in **Part III, Section 2** of the version of these Housing Guidelines that are in place at the time of issuance of the property's Certificate of Occupancy ("CofO"). A dwelling unit's bedroom size and the corresponding Income Category assigned to the property at the time of lot purchase will be used by GVRHA and Town staff to establish the Maximum Valuation for a particular property.

Again, Initial Valuation after construction will be based upon the actual costs for land and improvements (construction) up to, but not exceeding, the Maximum Valuation listed in **Part III, Section 2** of these Guidelines. The bedroom count will be defined by the GVRHA according to the Crested Butte Building Department's classification of bedroom count (as per building code) for the dwelling unit in question. *For example, an Owner should not expect a study or "extra room" to be credited as a bedroom if it is not recognized as a bedroom by the local government's building department staff.*

Once a Certificate of Occupancy has been issued for a dwelling unit, the Owner should submit a letter notifying the Housing Authority's Executive Director that the construction has been completed with a copy of the CofO. This letter should be hand delivered or mailed via USPS Certified Mail to the GVRHA's office located at 202 E. Georgia, Gunnison, CO 81230. Once the GVRHA has received this Notice of Completion, the GVRHA and/or the Town of Crested Butte's Planning Department will request any or all of the following documentation (or additional clarifying documents) to determine the Property's Valuation after construction. Once the materials requested have been provided in full, the GVRHA and Town will provide an Initial Valuation within ten (10) business days of receipt of such documentation.

- 1) **Building Permit** issued by the Town of Crested Butte along with the pre-construction estimate of construction costs;
- 2) Copy of **Construction Loan Contract/Agreement** between Owner and Lender;
- 3) Copy of the **Construction Contract** between the Owner and General Contractor (If the Owner serves as the General Contractor, more emphasis will be placed on documentation of the construction draws and unconditional/final lien waivers from the Owner's subcontractors);
- 4) Documentation of **Monthly Draw Requests** with disbursement documentation from the Owner's Lender or Title Company;

- 5) Copies of **Final or Unconditional Lien Waiver(s)** from the Owner's General Contractor and subcontractors (when applicable) to ensure project completion and close-out;
- 6) **Receipts with proof of payment for construction materials** purchased directly by the Owner. Such receipts should state clearly that the purchase was made for the construction project in question. Often, an **Owner's Affidavit** will need to be submitted stating the monetary total of the receipts and that the materials purchased were used exclusively on the construction of the Owner's property.

SECTION 4 INITIAL QUALIFICATION TO PURCHASE

In order to determine that a person or household desiring to purchase an affordable housing unit/lot meets all of the criteria set forth in **Part III, Section 1**, the GVRHA or Town of Crested Butte must review and have on file specific documentation which provides proof of the following: Residency, Employment, Income and Assets. The GVRHA may request any or all of the following documentation. **NOTE: All information and documentation received will remain confidential.**

It is understood that applicants who are working in traditional jobs are able to provide traditional forms of documentation to verify eligibility. It is also understood that some applicants are working in non-traditional jobs whereby traditional documentation may not be available. In these circumstances, the Town or GVRHA may require non-traditional forms of documentation to determine eligibility. If documents provided are still not to the GVRHA's satisfaction, the applicant may appeal to the GVRHA Appeals Committee.

1. Income Verification:

- a. Copies of the past two years completed, executed and filed tax returns, including federal and state returns and any applicable schedules, with W2's attached.
- b. Current income and financial statement verified by the applicant to be true and correct. If there is a variance of 20% or more between the last two years' tax returns, the two years' incomes will be averaged. This will establish the income category of a particular applicant household. If someone did not have to file an income tax return or just started working full-time, their current income (based on a full year) will be used to establish the household category.
- c. Social Security report of employer(s) and location(s), or W2's for all the years worked in Gunnison County.

If the above information is not available, the applicant must provide other documentation as requested by the GVRHA and to GVRHA staff satisfaction.

2. Employment Verification:

- a. All W-2 forms from a minimum of the previous three (3) years (purchase); paystubs will be accepted if W-2's cannot be provided.
- b. Recent pay stubs.
- c. Employer(s) name, address, telephone and dates of employment.
- d. GVRHA's **Employment Verification Form** [signed by employer(s)].
- e. Evidence of legal residency.

- f. Landlord verification of residency, specific dates.
- g. Valid Colorado Driver's License.
- h. Valid Gunnison County Voter Registration Card.
- i. Court approved Divorce Decree or Separation Agreement including alimony and child support. A copy must indicate that it has been entered in the record with all exhibits and supplements attached.
- j. Applicants desiring to purchase a unit will be required to sign a release in order for the GVRHA to obtain a copy of the loan application from the lender.
- k. Any additional information the GVRHA will require verifying the applicant's full-time residency in their unit, e.g., business and personal banking records, utility bills, Picture I.D., etc.

NOTE: If the above information is not available, the applicant must provide other documentation as requested by the Town of Crested Butte or the GVRHA.

3. When someone is self-employed and works too few or no hours for an employer, then the number of hours worked in Gunnison County must be clearly documented by providing:
 - a. A complete copy of the applicant's most recent tax returns, including Federal tax returns , Schedule C (profit and loss statement) and all other completed schedules, and State tax returns and copies of most recent W2's, 941's, and/or 1099's for each job (if applicant received W2's, 941's and/or 1099's).
 - b. Copies of any paycheck stubs received by the employee and/or an up-to-date profit and loss statement.
 - c. A copy of a current applicable business license for a business address in Gunnison County.
 - d. Copy of a lease for any office space rented by the applicant located in Gunnison County.
 - e. The following documentation must be provided if a, b, c and d above does not verify the employment requirement and the residency requirement.
 - 1) A copy of a current detailed work log or appointment book for the last year (or at least the last quarter) listing hours worked each day for each job or appointment and clients' names and local addresses. Time spent in marketing, accounting and other administrative tasks in support of the business will also count towards the 1,500 hours per year employment requirement if the applicant can clearly demonstrate to the GVRHA that this is the case.
 - 2) Copies of invoices sent to clients, particularly if the invoices reflect the amount of time spent on the job invoiced (and copies of payment for invoiced work);
 - 3) A Client List, which would provide client names with local telephone numbers and local addresses, type of work done, and approximate time spent with client per appointments in a year.
 - 4) Any additional documentation the Town or GVRHA may require to verify the applicant is employed in Gunnison County and occupying the unit as their primary residence, such as business and personal banking records, utility bills, payments received, etc.

It is the responsibility of the applicant to clearly demonstrate that he/she is meeting the full-time employment and residency criteria. The applicant must provide documentation to the Town and GVRHA's satisfaction. If the household does not specifically fall under the current policy, the household may request a Hearing before the Special Review Committee for review.

Note: Applicants for Town of Crested Butte and/or GVRHA deed-restricted housing must attest on the application that all information provided is true and accurate. If any of the information is determined to be false or non-verifiable, the applicant may be subject to disqualification by the GVRHA.

SECTION 5 MAINTAINING ELIGIBILITY FOR OWNERSHIP OF AFFORDABLE HOUSING

There is not a requalification requirement to meet Income, Asset and Minimum Occupancy for persons who have purchased and own an affordable-housing unit. The household must remain a qualified employee or retiree, continue to occupy the unit as their primary residence as defined in these Guidelines as they are amended from time to time. GVRHA will require all owners to complete and sign a Requalification Affidavit on a bi-annual basis.

The GVRHA has the right to request additional documentation through an audit or follow-up on a complaint to show proof of employment and residency. Additional documentation may include items previously stated in Section 1 above.

All qualification items under **Part III, Section 1, 1-5** shall apply to continue ownership.

TOWN and GVRHA RESPONSIBILITIES

1. If a complaint regarding owner compliance is received, it is forwarded to the GVRHA Executive Director, who researches the complaint. If the Town and GVRHA staff finds grounds to move forward, the first compliance letter will be mailed within 30 calendar days of receipt of the complaint or if the bi-annual Affidavit has not been returned. The bi-annual affidavit will be treated as a compliance letter.
2. If the owner does not respond within two weeks to the initial compliance letter, a second compliance letter will be sent. The first and second compliance letters will be sent by regular mail.
3. If the owner does not respond to the second compliance letter within two weeks, and/or if the compliance situation is not fully resolved within 60 calendar days from the date of the first letter, a Notice of Violation (NOV) letter will be sent to the owner. The NOV will provide the owner an option if they wish to dispute the violation by requesting a Board Grievance Hearing in writing within 15 calendar days from the date of the NOV letter. The NOV letter will be sent by regular and certified mail. The GVRHA will also notify the Board when a NOV letter is sent. For Board update purposes, the owner will be referred to by a case number only, with no mention of client name or address, and will briefly outline the case.
4. If the owner does not respond or does not request a Board hearing, or the owner does not request a Board hearing within the specified deadline, the GVRHA will send a final letter to the owner. The final letter will state the client has 30 days to list their unit with the GVRHA and that their appreciation has stopped. The final letter will be sent by regular and certified mail.

OWNER RESPONSIBILITIES

1. Owner must meet and maintain all of the initial qualifications previously stated in Section 1 except for the income/asset qualification.

2. When vacant land is owned and the same qualified household owns an affordable-housing unit, the land must remain unimproved. When that land is improved with a certified residential unit(s), the individual must relinquish the deed-restricted unit by listing and selling that deed restricted unit.
3. Ownership of Other Property :
 - Persons owning improved residential property while at the same time residing in Town or GVRHA deed restricted housing (NOT FREE MARKET HOUSING) prior to *ADOPTION DATE*, will be allowed to retain ownership of that specific free market residential property and still continue to reside in their current GVRHA deed-restricted home. However, once the free market residential property is sold, the person residing in affordable housing may not acquire additional developed residential property while still residing in deed-restricted housing.
 - No household that currently owns any developed residential property may purchase Town-controlled deed-restricted property within the Town of Crested Butte.

NOTE: A business owner, who owns a deed restricted unit in the Town of Crested Butte, has an opportunity to purchase another unit in Gunnison County under the following conditions:

- the business owner would contact the Town or the GVRHA that a unit has been found in the free market that they would like to purchase;
- the business owner would then discuss with the Town or the GVRHA his/her housing needs;
- the specific Category would be agreed to by both parties (the business owner and the Town - with the assistance of the GVRHA), and
- the Town, with the assistance of the GVRHA, has the option to approve the request as long as a recorded deed restriction is placed on the free market property relating to the business.
- if an agreement cannot be reached between the Town and the business owner, regarding how to manage the purchase of the property, said disagreement is equivalent to a denial by the Town and the GVRHA.

The employer would only be allowed to rent the unit to a qualified employee in the Town of Crested Butte. Should the Owner be unable to lease the unit to a qualified employee working in Crested Butte within 180 days of initial advertisement, the owner would be allowed to rent to any other qualified employee working in Gunnison County.

4. The owner must make timely payment of all regular and special assessments duly imposed upon the property by the applicable homeowners' association.
5. Once an owner receives a NON-COMPLIANCE NOTICE ("NCN") from the GVRHA, the owner must provide the applicable completed form and/or additional documentation in the manner outlined in the non-compliance NOTICE.
6. Should the owner be found out of compliance, the appreciation on the unit will be suspended until compliance is re-established.
7. If an owner wishes to dispute the NCN, the owner must submit a written request for a GVRHA Board Grievance Hearing within the deadline stated in the NCN. The owner will then be scheduled for a hearing at the next available Board meeting. The Owner and the GVRHA will each be allowed one extension of the

originally scheduled Board meeting. Per the GVRHA Guidelines and Grievance procedures, "the decision of the Board shall be binding and the GVRHA shall take all action necessary to carry out their decision."

8. Once an Owner receives a Final NOTICE of Non-compliance, the Owner shall list his/her unit for sale within 30 days.
9. If the Owner does not respond and/or if the Owner does not list said unit by the final deadline, legal counsel will follow-up with appropriate action.

SECTION 6

PRIORITIES FOR PERSONS BIDDING TO PURCHASE AN AFFORDABLE HOUSING UNIT

When necessary, the Town and the GVRHA will operate a lottery for the sale of affordable housing properties. The qualified person(s) submitting the highest bid price, which does not exceed the maximum bid price, during the bid period shall have the first right to negotiate the purchase of the unit. If two or more qualified bids are submitted at the highest bid price, they shall receive preference and be prioritized for selection as the top bidder in the order outlined below. **NOTE: This section does not pertain to the initial sales of new properties or undeveloped lots (See Section 7).**

1. Persons with a present ownership interest Joint or Tenants In Common, in the affordable housing unit.
2. Person(s) chosen by the remaining owner(s) to purchase the interest of another owner, as long as the household is qualified as defined herein. ANY OTHER OWNERSHIP INTEREST MUST BE APPROVED BY SPECIAL REVIEW IF NOT UNDER A COURT ORDER DUE TO DISSOLUTION PROCEDURES AND SOLD TO A QUALIFIED EMPLOYEE. This review can be conducted administratively between the Town and GVRHA.
3. Qualified spouses and/or children of current owners, including joint custody of the children, and/or qualified parent(s) meeting minimum occupancy. A transfer between siblings is permitted; however, any person who is gaining ownership by a transfer between a family member (as defined in these Guidelines) must qualify fully under that specific category. Any transfer must be to an actively employed Gunnison County employee as defined herein. For example, if the unit is a Category 3 unit, the sibling must qualify as a fully qualified Category 3 person with a work history of at least the last four years. *Transfer within immediate family to a qualified buyer requires a \$100 transfer fee, and must be approved by the GVRHA prior to the transfer. The qualified buyer is also required to enter into a new deed restriction during the transfer process.*

NOTE: No bids will be accepted for a household that is in a higher income category than the dwelling unit that is being sold. Priorities for the lottery process are as follows for each specific unit size.

STUDIO UNITS

1. A single person with three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household greater than one with three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
3. A household with one to three years of consecutive years of employment in Gunnison County immediately prior to application for purchase.
4. A household with less than one consecutive year of employment in Gunnison County immediately prior to application for purchase.

ONE-BEDROOM UNITS

1. A household of one or more qualified employees with three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of one or more qualified employees with one to three consecutive years of employment in Gunnison County immediately prior to application for purchase.
3. A household of one or more qualified employees with less than one consecutive year of employment in Gunnison County immediately prior to application.

TWO-BEDROOM UNITS

1. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has worked one to three consecutive years of employment in Gunnison County immediately prior to application for purchase.
3. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has worked less than one consecutive year of employment in Gunnison County immediately prior to application.
4. A household of one with three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
5. A household of one with one to three years of consecutive years of employment in Gunnison County immediately prior to application for purchase.
6. A household of one with less than one consecutive year of employment in Gunnison County immediately prior to application for purchase.

THREE-BEDROOM UNITS

1. A household of at least two qualified employees and one dependent, or one qualified employee with two dependents which said employee(s) has three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of at least two qualified employees and one dependent, or one qualified employee and two dependents which said employee(s) has worked one to three consecutive years of employment in Gunnison County immediately prior to application for purchase.
3. A household of at least two qualified employees and one dependent, or one qualified employee and two dependents which said employee(s) has worked less than one consecutive year of employment in Gunnison County immediately prior to application.
4. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
5. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has worked one to three (3) consecutive years of employment in Gunnison County immediately prior to application for purchase.
6. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has worked less than one consecutive year of employment in Gunnison County immediately

prior to application.

7. A household of one with three or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
8. A household of one with one to three years of consecutive years of employment in Gunnison County immediately prior to application for purchase.
9. A household of one with less than one consecutive year of employment in Gunnison County immediately prior to application for purchase.

If you have left Gunnison County and then returned, you may only become re-eligible for affordable housing at the highest residency priority if you meet all of the following criteria: 1) worked in Gunnison County for at least three (3) consecutive years prior to your absence; 2) your absence has been for no longer than two years; 3) currently employed for at least 30 hrs/wk in Gunnison County; and 4) annual income will be based on current annual income or annual income in Gunnison County prior to your absence, whichever is greater.

Each household in the top priority level reflected above will receive the following number of chances. These chances relate only to those households who have worked in Gunnison County three (3) years or more. Any other applicant who has worked in Gunnison County less than three (3) years, will receive only one chance if a separate lottery is held.

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

NOTE: One additional lottery chance will be awarded to an applicant meeting the following provisions. One chance will be added for meeting each of these provisions.

- 1) Essential Service Worker working in Gunnison County for at least 3 years. An Essential Service Worker working in Gunnison County less than three years, but greater than one continuous year will be allowed to enter the lottery process with five (5) chances.
- 2) Completion of a Town-approved Homeownership Training. Submittal of a signed certificate from the Trainings instructor should be made with application for ownership qualifying.

After prioritization, names of bidders with the highest bids of equal amounts and equal priority status shall be placed in a lottery which will be held within a reasonable amount of time following the deadline for bids.

If the terms of the proposed purchase contract, other than maximum price, as initially presented to the owner, are unacceptable to the owner, there shall be a mandatory negotiation period of three (3) business days. During this period, the owner and potential buyer shall endeavor to reach an agreement regarding said terms, including but not limited to the closing date and financing contingencies. If the owner and buyer have not reached an agreement at the end of the negotiation period, the next bidder's offer will then be presented to the owner for consideration. A new three-business day negotiating period will begin. All follow-up qualified bids will be processed in like fashion until the unit is sold or all bids are rejected. If the owner rejects all bids, the unit shall be placed back on the market for new bids or withdrawn from sale. The owner shall be subject to the provisions of **Part V, Section 3, paragraph 1**, regarding sales fees.

NOTE: If a unit has been approved for expansion according to Section 9, b of these Guidelines, the minimum occupancy shall be based on the revised bedroom count once certificate of occupancy has been issued. If a unit has been expanded without following provisions of these Guidelines, minimum occupancy shall be based on the original bedroom count (e.g., for a 1-bedroom unit expanded to a 2-bedroom unit, a single person household would meet minimum occupancy, and the unit would be marketed as a one-bedroom unit). This standard is in place to maintain capital improvements limitations; thus, maintaining affordability for a specific Income/Household Category.

EXCEPTIONS TO PRIORITIES SUBJECT TO (SPECIAL REVIEW):

1. Essential Service Workers ("ESW") (see Definitions) meeting minimum occupancy requirements may qualify for placement into the top lottery priority (except paragraphs 1, 2, and 3, of Part III, Section 6). The ESW may compete with other applicants in that category (with a maximum of 5 chances) upon approval from the GVRHA Appeals Committee. In order to receive the Essential Service priority, the ESW must have been in service to the community with a specific Essential Service business or agency for at least one year of continuous employment. The worker will be required to be in service to the business or agency as a continuing qualification of ownership until they have completed four years of service. If the worker leaves the emergency status position before that time, they will be required to list their unit for sale to a qualified employee. (The option for a Special Review of circumstances for leaving is open to emergency workers.)
2. First priority for mobility disability units shall be given to physically disabled persons prioritized by length of residency and who meet the definition of a mobility disability. The applicant must meet GVRHA's Guidelines definition for a mobility disability as well as other minimum occupancy criteria to receive this priority.

3. Persons removed from their residence in the Town of Crested Butte due to conversion or reconstruction of their residence by government action may receive higher priority upon Special Review.
4. It is within the discretion of the GVRHA and Town of Crested Butte to determine that any deed-restricted unit located in a condominium or subdivision, which also includes free-market units, has been rendered unaffordable as a deed-restricted unit as a result of general or special assessments. The owner(s) of the deed-restricted unit will have the highest priority to move into a like unit at the same category of the unit currently owned.

The GVRHA or the Town of Crested Butte will have the highest priority to purchase the unit in which the owner currently resides at the maximum resale price according to the deed-restriction recorded on said property and subject to the provisions of these Guidelines.

In a case when the GVRHA purchases a home out of foreclosure, the GVRHA will be reimbursed the amount of the purchase price of said unit plus a 2% sales fee with the balance of the funds going to the Town of Crested Butte for future development of deed-restricted housing. If the GVRHA or the Town paid in any additional assessments, those funds shall also be reimbursed to the GVRHA or the Town. The Town shall only approve deed-restricted units in mixed projects IF the condominium declarations include adequate provisions limiting assessments or association fee increases on the deed-restricted units so that they will remain affordable over time.

SECTION 7 PRIORITIES FOR BIDDING TO PURCHASE INITIALLY-OFFERED HOUSING UNITS/UNDEVELOPED LOTS

When necessary, the Town and the GVRHA will operate a lottery for the sale of initially-offered affordable housing properties. The qualified person(s) submitting the highest bid price, which does not exceed the maximum bid price, during the bid, period shall have the first right to negotiate the purchase of the unit. If two or more qualified bids are submitted at the highest bid price, they shall receive preference and be prioritized for selection as the top bidder in the order outlined below. ***NOTE: A person bidding to purchase a newly-built housing unit, may only enter the lottery process for a maximum of two properties in any one year.***

Households wanting to bid on and purchase a dwelling unit or undeveloped lot offered as part of its initial offering for sale must meet all aspects of the Qualification process outlined in **Part III, Section 4 of these Housing Guidelines**. ***NOTE: No bids will be accepted for a household that is in a higher income category than the dwelling unit or lot that is being offered for sale. Prioritization for the 'Initial Offering' lottery process are as follows for each specific unit size and household composition.***

STUDIO UNITS

1. A single person household with three (3) years or more of consecutive employment in Gunnison County immediately prior to application for purchase.
2. A single person household with less than three (3) years of consecutive employment in Gunnison County, but greater than one (1) year of employment in Gunnison County immediately prior to application for purchase.

ONE BEDROOM UNITS

1. A household of one or two qualified employees with three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of one or two qualified employees with less than three (3) consecutive years and greater than one (1) year of employment in Gunnison County immediately prior to application for purchase.

TWO BEDROOM UNITS

1. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of at least two qualified employees or one qualified employee and one dependent which said employee(s) has less than three (3) consecutive years but greater than one (1) year of employment in Gunnison County immediately prior to application for purchase.

THREE BEDROOM UNITS

1. A household of at least two qualified employees and one dependent, or one qualified employee with two dependents which said employee(s) has three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of at least two qualified employees and one dependent, or one qualified employee with two dependents which said employee(s) has less than three (3) consecutive years and greater than one (1) year of employment in Gunnison County immediately prior to application for purchase.

INITIAL LOT SALES

1. A household of at least one qualified employee which said employee has three (3) or more consecutive years of employment in Gunnison County immediately prior to application for purchase.
2. A household of at least one qualified employee which said employee has less than three (3) consecutive years and greater than one (1) year of employment in Gunnison County immediately prior to application for purchase.

Each household in the top priority level reflected above will receive the following number of chances. These chances relate only to those households who have worked in Gunnison County three (3) years or more. Any other applicant who has worked in Gunnison County less than three (3) years, will receive only one chance if a separate lottery is held.

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

NOTE: One additional chance will be awarded to an applicant meeting the following provisions. One chance will be added for meeting each of these provisions.

- 1) Essential Service Worker working in Gunnison County for at least one (1) year of continuous employment.
- 2) Completion of a Town-approved Homeownership Training. Submittal of a signed certificate from the Trainings instructor should be made with application for ownership qualifying.

After prioritization, names of bidders with the highest bids of equal amounts and equal priority status shall be placed in a lottery which will be held within a reasonable amount of time following the deadline for bids.

If the terms of the proposed purchase contract, other than maximum price, as initially presented to the owner, are unacceptable to the owner, there shall be a mandatory negotiation period of three (3) business days. During this period, the owner and potential buyer shall endeavor to reach an agreement regarding said terms, including but not limited to the closing date and financing contingencies. If the owner and buyer have not reached an agreement at the end of the negotiation period, the next bidder's offer will then be presented to the owner for consideration. A new three-business day negotiating period will begin. All follow-up qualified bids will be processed in like fashion until the unit is sold or all bids are rejected. If the owner rejects all bids, the unit shall be placed back on the market for new bids or withdrawn from sale. The owner shall be subject to the provisions of **Part V, Section 3, paragraph 1**, regarding sales fees.

ACCESSIBLE UNITS – MOBILITY DISABILITIES

First priority for mobility disability units shall be given to physically-disabled persons prioritized by length of residency and who meet the definition of a mobility disability. The applicant must meet GVRHA's Guidelines definition for a mobility disability as well as other minimum occupancy criteria that is listed above to receive this priority.

PART IV LOTTERY PROCESS

Priority for purchasing via the Housing Lottery is given to those persons who have worked in Gunnison County a minimum of three (3) consecutive years. An initial lottery is held for persons who have priority status. A subsequent lottery may be held if necessary. Any persons employed in Gunnison County and meeting the criteria are eligible to participate in the Housing Lottery, however, demand for housing is so great that it is unlikely in the foreseeable future that a non-priority lottery will need to be held.

1. The lottery is held the Tuesday after the listing period has ended, unless otherwise specified. Should there be an in-complex bid, the lottery will not be held. If there is more than one in-house bid, a lottery will be held for those in-complex households only. Should all in-complex people decline the unit or not get financing, the lottery will be held for the households who entered the lottery prior to the deadline.
2. All top priority qualified households who have bid on the unit (or entered the lottery) are entered into the lottery.
3. The names are printed out and verified prior to running the lottery to ensure that a household has not been excluded. The names are verified by the bid sheets and by the receipts provided to each bidder. This list will be posted on the outside door of the Crested Butte Town Hall by Noon, the Friday before the lottery is held.
4. The lottery shall be run on the date specified in the advertisement.
5. Once the lottery has been run, the list is printed out and the names are, again, verified to ensure that all households were included in the lottery. If there is a problem, the problem is noted on the printout and explained as to why the lottery has to be re-run. The lottery is then re-run with the correction(s) made. **OBJECTION DEADLINE:** A lottery participant may file an objection to a particular lottery by NOON MST on the Monday immediately prior to the lottery in which he/she is participating.
6. The file of the lottery winner is pulled and reviewed for completion.
7. Once the winner's information is verified, the winner is notified by the GVRHA and Town of Crested Butte and an appointment is scheduled.
8. The lottery is then classified as "official" and the names posted on the bulletin board in the GVRHA's Crested Butte office and can then be found on the GVRHA website, www.gvrha.org.
9. If the winner of the lottery does not proceed to contact the GVRHA and sign the contract within five (5) business days, the next in line is notified and so on, until the unit is under contract for purchase.

NOTE: The GVRHA has the right to disqualify a potential winner, if the winner's qualification information cannot be verified, is incomplete, or inaccurate at the time of contract. The GVRHA will allow assistance from the potential winner within the five-day grace period noted in Part IV, (9), above.

PART V
PROCEDURES FOR THE SALE OF A CATEGORY AFFORDABLE HOUSING UNIT

SECTION 1
LISTING A UNIT WITH THE TOWN OF CRESTED BUTTE OR THE GVRHA

1. An owner of an affordable housing unit desiring to sell shall consult with the Town or the GVRHA and review the Deed Restriction covering the unit to determine the maximum sales price permitted and other applicable provisions concerning a sale.
2. Unless otherwise provided in the Deed Restriction, the unit must be listed for sale with the Town or the GVRHA and the Town/GVRHA staff will administer the sale in accordance with the Guidelines in effect at the time of listing.
3. The sale of an Accessory Dwelling Unit (ADU) deed-restricted as a "for-sale" unit must follow the current Guidelines and abide by the Town of CB or the GVRHA lottery process.
4. There shall be a minimum listing period of three months before a unit's price can be readjusted. Any termination in the listing may require the payment of administrative and advertising costs.
5. The Town or GVRHA acts as a Transaction Broker representing both Buyer and Seller. Questions will be answered and help provided to any potential purchaser or seller EQUALLY in accordance with the current Guidelines.
6. The GVRHA is responsible for preparing all documents pertaining to the sale and purchase of Category Units. The Town of Crested Butte legal staff shall review documents for units sold within the Town of Crested Butte.
7. All purchasers and sellers are advised to consult legal counsel regarding examination of title and all contracts, agreements and title documents. The retention of such counsel, licensed real estate brokers, or such related services, shall be at purchasers or sellers own expense.
8. The fees paid to the Town or GVRHA are to be paid regardless of any actions or services that the purchaser or seller may undertake or acquire.
9. A seller in the process of purchasing a different unit may find it necessary to secure additional financing should the property listed for sale not close prior to the closing date on the newly purchased property.
10. A **Seller's Property Disclosure Form** will be completed by the Seller at the time of listing. This will be reviewed with the GVRHA's Executive Director or Transaction Broker. Each seller will be provided a copy of the Minimum Standards required in order for the Seller to receive maximum value. It is required that the Seller shall provide the Buyer with a clean, working unit upon delivery of deed. Holes in the walls will be filled, carpets steam cleaned, damaged windows will be repaired, appliances will be in working order, and the plumbing shall be in working order. A final inspection of the unit shall be conducted by the Buyer on the day of closing. If the unit is not left in satisfactory condition, at the sole discretion of the GVRHA, monetary compensation shall be held in escrow at closing from the Seller's proceeds until the repairs and/or cleaning are completed. The repairs and/or cleaning shall be paid from this fund. Any monies left over shall then be distributed to the Seller. The escrow amount shall be determined by the GVRHA.

SECTION 2
ADVERTISING THE SALE: BID PERIODS

1. After a unit is listed for sale with the Town of Crested Butte or the GVRHA, the Town or GVRHA, at its expense, arranges to advertise the unit for sale in the local weekly papers and on the GVRHA website. Upon listing, there is an initial four-week bid period during which the unit is advertised with one open house date for showing. Such deadline will be stated in the Guidelines. After the deadline, any bid from an in-complex owner will be treated as all other bids. The initial four-week bid period ends on the Thursday after the final initial week of advertising. If there are no bids received in the initial bid period, there will follow consecutive two-week bid periods, ending Thursdays, until the unit is sold.
2. Prospective purchasers are encouraged to investigate sources of financing prior to submitting a bid for affordable housing and can obtain names of lenders from the GVRHA or on the GVRHA website. Staff are available to assist interested parties with the purchase procedure and to answer any questions about the process.
3. If more than one bid is received during any bid period, bids are prioritized according to the Guidelines. If more than one bid is in top priority status, a lottery is held.

SECTION 3
FEES FOR LISTING AND SALES - GVRHA

There are three fees involved in the listing and sale of a Deed Restricted Affordable Housing unit -- a Sales Fee, an Administrative Fee, and a Listing Fee (part of Sales Fee). The Sales Fee is equal to two percent (2%) of the sale's price of the property plus an administrative fee of three hundred dollars (\$300), unless otherwise specified in the Deed Restriction. Also, unless otherwise specified in the Deed Restriction, the Town or GVRHA will collect one-half of the total Sales Fee (the Listing Fee) at the time of the listing (calculated at 90% of Maximum Sales Price). If a sale is completed by the GVRHA, the Listing Fee is considered part of the overall Sales Fee and will be applied to the total Sales Fee payable at closing. The Town or GVRHA may instruct the title company to pay the remaining Sales Fee to the GVRHA out of the funds held for the Seller at the closing. In the event that the Seller: a) fails to perform under the listing contract, b) rejects all offers at maximum price in cash or cash-equivalent terms, or c) withdraws the listing after advertising has commenced, that portion of the Listing Fee spent by the Town or GVRHA for the purpose of advertising and selling the property will not be refunded to the Seller. In the event that the Seller withdraws for failure of any bids to be received at maximum price or with acceptable terms, the advertising and administrative costs incurred by the Town or GVRHA shall be deducted from the Listing Fee. The balance will be credited to the Seller's sales fee when the property is sold or returned directly to the Seller if the property is no longer for sale.

The Town's 3% Real Estate Transfer tax shall be split 50/50 between the buyer and seller at the time of closing.

SECTION 4
DEED RESTRICTION

The purchaser must execute, in a form satisfactory to the Town of Crested Butte and the GVRHA and for recording with the Gunnison County Clerk concurrent with the closing of the sale, a document acknowledging the purchaser's agreement to be bound by the recorded Deed Restriction covering the sale unit. This form is either a Memorandum of Acceptance that relates to a Master Deed Restriction, or a Deed Restriction. The form is provided for signature by the Town and GVRHA at the time of closing, and will be recorded along with the other closing documents that are required to be recorded.

**SECTION 5
CO-OWNERSHIP AND CO-SIGNATURE**

1. Any co-ownership interest other than Joint Tenancy or Tenancy-In-Common must be approved by the Town of Crested Butte and the GVRHA.
2. Co-signers (persons providing security or assuming partial responsibility for the loan) may be approved for ownership of the unit but shall not occupy the unit unless qualified by the Town of Crested Butte and the GVRHA. An additional document will be required for the non-qualifying owner to sign at the time of closing and will be provided by the Town. If title to a Unit transfers solely to a non-qualified co-signer, the Unit must be placed up for sale as per the Unit's Deed Restriction Agreement.

**SECTION 6
LEAVE OF ABSENCE FOR OWNERS OF AFFORDABLE HOUSING UNITS**

An owner of an affordable-housing unit must reside in their unit at least nine months out of the year and work at least 1500 hours per calendar year within Gunnison County. There are instances in someone's life where they must leave Crested Butte and Gunnison County for a limited period of time and desire to rent their unit during their absence. In those instances, a Leave of Absence may be granted by the Town of Crested Butte. The homeowner must provide clear and convincing evidence, which shows a bona fide reason for leaving and a commitment to return to the Town of Crested Butte. A leave of absence can be requested for up to one year, with the possibility for an extension for up to one more year. At no such time shall a leave of absence be approved for longer than two years.

LEAVE OF ABSENCE REQUEST PROCEDURE

1. A **LEAVE OF ABSENCE REQUEST FORM** must be completed and returned to the GVRHA at least 30 days prior to leaving Gunnison County. This form must be obtained by the applicant from the GVRHA. The GVRHA will notify the Town of Crested Butte's Planning Office upon receipt of any Leave of Absence request.
2. Notice of such intent to rent an affordable dwelling unit and the ability to comment shall be provided to any applicable homeowners' association at the time of request for their input and recommendation.

Terms and Conditions:

1. The unit may be rented during said period so long as the Deed Restriction covering the unit permits the rental. A 1-year leave of absence may be granted upon approval of the Town of Crested Butte and GVRHA and the appropriate HOA, when applicable.
2. In the event that a maximum rental rate is not set forth in the Deed Restriction, the rent shall be charged based on the owner's costs plus \$50. For someone who no longer has debt on their unit, the rent would be calculated beginning with the rental amount associated with the current Housing Guidelines in effect at the time they bought the unit, and then appreciated forward per **Table VI** in the Guidelines.

3. Owner's cost as used herein includes the monthly mortgage principal and interest payment, condominium fees, utilities remaining in owner's name, taxes (if not part of the mortgage payment) and insurance prorated on a monthly basis, plus \$50 per month.
4. Prior to the GVRHA's qualification of a tenant, said tenant shall acknowledge as part of the lease that said tenant has received, read and understands the homeowners' association covenants, rules and regulations for the unit and shall abide by them, when applicable. Enforcement of said covenants, rules and regulations shall be the responsibility of the homeowners' association.
5. A copy of the executed lease shall be furnished by the owner or tenant to the GVRHA (which will distribute to the Town of Crested Butte Planning Department) and homeowners' association.
6. Should the Town or GVRHA recommend denial of the owner's request for a leave, the Town of Crested Butte will conduct a Special Review with the owner, homeowners' association representative(s) present and/or a member of GVRHA staff.
7. A short-term rental may be permitted, with the consent of the Town of Crested Butte and the Homeowners' Association, to faculty or employees of a non-profit group and who shall be qualified without meeting income and assets only for a short-term rental (six months or less).

SECTION 7 ROOMMATES IN SALES UNITS

Owners are allowed to have roommates; however, there are certain conditions that must be followed when renting a room.

Terms and Conditions:

1. Roommates are permitted as long as the owner is a qualified owner and residing full-time in their unit.
2. An owner may rent a unit or room to a qualified employee if it is permissible under the Deed Restriction and or covenants of the Homeowner's Association covering the unit. The owner **must** continue to reside in the unit as a sole and exclusive place of residence.
3. An owner may rent a room to a qualified employee for as short a period of time as one month. However, the rent cannot exceed the amount as stipulated in paragraph 2 above.

The owner shall be deemed to have ceased to use the unit as his or her sole and exclusive place of residence by accepting permanent employment outside of Gunnison County, or residing in the unit fewer than nine (9) months out of any twelve (12) consecutive months.

SECTION 8
CAPITAL IMPROVEMENT POLICY AND MINIMUM STANDARDS
TO RECEIVE FULL VALUE AT TIME AT RESALE

Capital improvements and upkeep on deed-restricted units are necessary to enhance the longevity of the affordable housing unit. A maximum sales price will be affected, either higher or lower, relating to the condition of the unit and if the unit meets the minimum standard criteria. Any owner wishing to utilize the new capital improvement policy will be required to enter into the deed restriction that is currently being used at the time of the request.

An owner will be required to maintain a minimum standard for the unit purchased. See Table I, Minimum Standards for Seller to Receive Full Value. Prior to any sale of a unit, the Town and GVRHA Staff will determine a maximum sales price. The Town or GVRHA shall conduct an inspection and a list provided to the Seller as to the items that will need to be done PRIOR to closing to get full value. The Buyer also has the right to pay for a formal inspection of the unit during the inspection period stated in the Sales Contract. If said inspection reflects items not met on the Minimum Standards for Seller to Receive Full Value table, the Seller shall be required to remedy those items. If the unit meets the standard criteria, the Property or Unit shall not be sold for an amount ("Maximum Resale Price") in excess of the lesser of the purchase price PLUS:

- An increase of three percent (3%) of such price per year from the date of purchase to the date of Owner's notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year); OR
- An amount based upon the Consumer Price Index [All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics] calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement, multiplied by the Consumer Price Index current at the date of intent to sell; AND
- Any Town and GVRHA-approved capital improvements.

Homeowners Requesting the Ability to Use this Capital Improvement Policy:

If an owner requests to utilize the capital improvement policy, such owner shall be required to enter into a new, updated deed restriction.

Capital improvements can be added to the maximum resale price. A 10% Capital Improvement maximum will be established for each new owner. All capital improvements will be depreciated. Certain capital improvements will not be counted towards the 10% cap. Each capital improvement will depreciate according to the depreciation schedule stated in an approved handbook. The current source is the Marshall Swift Residential Handbook. Any capital improvements associated with health and safety, energy efficiency, water conservation, and green building products will be exempt from the 10% capital improvement cap; however, such capital improvements shall be depreciated according to the depreciation schedule stated in an approved handbook. An owner should check with the Town or the GVRHA prior to starting any improvement to verify that the cost can be recouped.

It will be up to the homeowner to maintain the unit in good condition. This maintenance includes, but is not limited to, the condition of the roof, boiler or water heater, and all appliances. Educational programs shall be scheduled for existing homeowners' associations and newly developed homeowners' associations as to what their responsibilities are in maintaining a project in good condition

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Agreement shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety protection devices (including radon);
 - e. Improvements to add and/or finish permanent/finished storage space;
 - f. Improvements to finish unfinished space;
 - g. Permanent Landscaping; such as trees, shrubs, bushes, paved walkways and approved structures (excludes flower beds and annual plantings)
 - h. The cost of adding decks and balconies, and any extension thereto; and/or
2. Permitted Capital Improvements as used in this Agreement shall NOT include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.
3. All Permitted Capital Improvement items and costs shall be approved by the Town or GVRHA staff prior to being added to the Maximum Resale Price as defined herein. In order to get credit for an improvement where a building permit is required, the improvement will not be counted unless a Letter of Completion was obtained by the applicable Building Department.
4. *NOTE: An Owner may request a waiver from these above-stated Capital Improvements limitations if the Owner wishes to increase the bedroom-count of his/her current dwelling unit. Such requests will be reviewed on a case-by-case basis. Monetary limitations on such improvements will be calculated based on subtracting the unit's current Maximum Resale Price from the maximum sales price for the proposed bedroom size of applicable Income Category in the most recently adopted Housing Guidelines. For example: if the unit's Maximum Resale Price is \$110,000, and the Owner requests to increase from 2 to 3 bedrooms, GVRHA or Town staff would then take the current maximum sales price of a three bedroom unit in the correct income category (hypothetically, \$144,000) and the Maximum Resale Price would be subtracted from the three bedroom price of \$144,000. This would leave \$34,000 in attainable Capital Improvement credit for an additional bedroom. The only remaining creditable improvements that could be added to this amount would relate to items 1, b, c, and d listed above.*

MINIMUM STANDARDS FOR SELLER TO RECEIVE FULL VALUE

- Thoroughly cleaned Dwelling Unit
- Carpets steam-cleaned two or three days prior to closing
- All major scratches, holes, burn marks repaired in hardwood floors, linoleum, tile, counter tops, etc.
- No broken windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., doors, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- No roof leaks
- Any safety hazards shall be remedied prior to closing
- All light fixtures shall be in working order

DEFINITIONS

A Clean Unit: All rooms will be cleaned as stated below.

KITCHEN:

- Range -Inner and outer surfaces will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. If garbage disposal provided, this must be in working order.
- Dishwasher – If provided prior to move-in, must be in working order and inner and outer surfaces shall be clean.

BLINDS, WINDOWS, SCREENS:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - Will be clean.
- Windows - All window surfaces, inside and outside of the window glass, shall be clean.
- Screens - Screens will be clean and in place with no holes or tears.

CLOSETS:

- Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

LIGHT FIXTURES:

- Light fixtures will be clean and shall have functioning bulbs/fluorescent tubes.

BATHROOMS:

- Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile - All tile and grout will be clean.
- Mirrors and Medicine Cabinets - Shall be cleaned inside and out.
- Shelves and/or Other Cabinetry - Shall be cleaned inside and out.

WALLS, CEILINGS, PAINTED DOORS AND BASEBOARDS:

- Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

FLOORS:

- Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include wood, wood parquet tiles, linoleum, asphalt tile, vinyl tile, mosaic tile, concrete and carpet. If carpet, all carpets shall be cleaned at least two days prior to closing.

INTERIOR STORAGE/UTILITY ROOMS:

- Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

WALLS PAINT-READY:

- All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed and walls made paint-ready.

WINDOWS:

- If a window is broken, including the locking mechanism, the window shall be replaced.

NOTE: Safety Hazards. Any item(s) that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, ventilation for gas hot water system, etc.

PART VI SPECIAL REVIEW

A Special Review for a variance from the strict application of these Guidelines may be requested if an unusual hardship can be shown, and the variance from the strict application of the Guidelines is consistent with the Housing Program's intent and policy. In order to request a Special Review, a letter must be submitted to the GVRHA Executive Director stating the request, with documentation regarding the unusual hardship. The applicant shall submit any additional information reasonably requested by the Town or the GVRHA and a Special Review meeting will be scheduled in a timely manner (within 15 business days of receipt of request).

The Special Review Committee (GVRHA Appeals Committee) may grant the request, with or without conditions, if the approval will not cause a substantial detriment to the public good and without substantially impairing the intent and purpose of these Guidelines, and if an unusual hardship is shown.

PART VII GRIEVANCE PROCEDURES

A grievance is any dispute that a tenant or purchaser (see Definitions) may have with the Town of Crested Butte or the GVRHA with respect to action or failure to act in accordance with the individual tenant's or purchaser's rights, duties, welfare or status. A grievance may be presented to the GVRHA Board of Directors under the following procedures.

I. FILING A GRIEVANCE

A. Any grievance must be presented in writing to the GVRHA. It may be simply stated, but shall specify: 1) the particular ground(s) upon which it is based; 2) the action requested; and 3) the name, address, telephone number of the complainant and similar information about his/her representative, if any.

B. Upon presentation of a written grievance, a hearing before the GVRHA Board of Directors shall be scheduled for the next scheduled Board meeting. The matter may be continued at the discretion of the Board. The complainant shall be afforded a fair hearing providing the basic safeguard of due process, including notice and an opportunity to be heard in a timely, reasonable manner.

C. The complainant and the GVRHA shall have the opportunity to examine and, before the hearing at the expense of the complainant, to copy all documents, records and regulations of the GVRHA that are relevant to the hearing. Any document not made available after written request may not be relied upon at the hearing.

D. The complainant has the right to be represented by counsel.

II. CONDUCT OF THE HEARING

A. If the complainant fails to appear at the scheduled hearing, the Board may make a determination to postpone the hearing or make a determination based upon the written documentation and the evidence submitted.

B. The hearing shall be conducted by the Board as follows: Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.

C. The right to cross-examine shall be at the discretion of the Board and may be regulated by the Board as it deems necessary for a fair hearing.

D. Based on the records of proceedings, the Board will provide a written decision and include therein the reasons for its determination. The decision of the Board shall be binding on the GVRHA that shall take all actions necessary to carry out the decision.

PART VIII DEFINITIONS

Accessory Dwelling Unit - The residential dwelling unit must be a private unit, with a private entrance, a full bath and a kitchen as defined in these Guidelines.

Affordable Housing / Employee Housing / Work Force Housing - Dwelling units restricted to the housing size and type for individuals meeting asset, income and minimum occupancy guidelines approved by the Town of Crested Butte and/or the GVRHA, whichever shall apply.

Gunnison Valley Regional Housing Authority - GVRHA.

Assets - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others. See also definition for Gross Assets and Net Assets.

Basement - As defined by the applicable City or County Land Use Code.

Bedroom - A room designed to be used for sleeping purposes that shall contain closets, have access to a bathroom and meets applicable City or County International Building Code requirements for light, ventilation, sanitation and egress.

Buy Down Unit - Free-market residential dwelling unit that the government (Municipality, Gunnison County, GVRHA) and/or private sector acquired and deed-restricted to affordable housing category.

Capital Improvements - Unless otherwise defined in the Deed Restriction covering the affordable housing unit, any fixture erected as a permanent improvement to real property excluding repair, replacement, and maintenance costs.

Caretaker Dwelling Units - The unit must be a totally private unit, with a private entrance, a

full bath and a kitchen as defined in these Guidelines.

Category - Income limit category, sales price category, or maximum rental rate category as determined by the GVRHA Housing Guidelines according to household income and net assets.

Consumer Price Index (CPI) - The Consumer Price Index that is used for purposes of the Guidelines and for purposes of the Deed Restriction is the *Consumer Price Index - U.S. City Average and Regions, Urban Wage Earners and Clerical Workers (CPI-W)*, All Items (1967=100). Updated information is received on a monthly basis from the U.S. Department of Labor, Bureau of Labor Statistics.

Co-signer - A joint signatory of a promissory note who shall not occupy the unit unless qualified by the GVRHA.

Deed Restriction - A contract entered into between the GVRHA and the owner or purchaser of real property identifying the conditions of occupancy and resale. Such document shall be recorded with Gunnison County.

Dependent - a "dependent" is either a "qualifying child" or a "qualifying relative." Generally, a "qualifying child" is: (a) a child (including stepchild, adopted child, or eligible foster child), or a sibling (or stepsibling) of the applicant or resident, or a descendant of either; (b) has resided in the principal abode of the applicant or resident for **at least 100 days out of a calendar year**; (c) has not attained age 19 (or is a student who has not attained age 24 as of the end of the year); and (d) has not provided more than half of his or her support for that year. A child who does not satisfy the qualifying child definition may be a "qualifying relative."

Generally, a "qualifying relative" is an individual who: (a) is a child (including stepchild, adopted child, or eligible foster child), a sibling (including stepsiblings), the taxpayer's father or mother or an ancestor of

either of them, a stepparent, a niece or nephew, an aunt or uncle, certain in-laws of the taxpayer, or an individual, other than a spouse, who resides in the principal abode of the taxpayer and is a member of the household; (b) has gross income in the relevant calendar year not exceeding the exemption (\$5,200 for 2010); (c) receives more than half of his/her support for the year from the taxpayer; and (d) is not a qualifying child of any other taxpayer for the calendar year.

In the case of divorced families with children, to obtain a bedroom, each child shall be used once for proving minimum occupancy. Should both parents enter the same lottery, the top winner only shall be allowed to purchase the unit; the other parent shall be able to use the child(ren) to obtain one additional bedroom only.

Disability – With respect to a person, a physical or mental impairment which substantially limits one or more major life activities; a record of such impairment; or being regarded as having such impairment. This term does not include the current, illegal use of or addiction to a controlled substance. (If conflicts arise during application of this definition, the GVRHA will follow strict definitions of ‘disability’ as outlined by US Dept. of Housing and Urban Development).

Disabled Person - See definition for Disability.

Dormitory - A structure or portion thereof under single management that provides group sleeping accommodations for occupants in one (1) or more rooms for compensation. Standards for use occupancy, and design of such facilities shall be approved by the GVRHA. See Part III, Sec. 4.

Essential Service Worker - Essential Service Worker is a full-time employee that has worked for one of the following organizations for more than one year: Full-time employees of the Town of Crested Butte as defined by the Town; 2) Part-time and seasonal employees of the Town of Crested Butte; 3) Essential services employees of; (a) Mountain Express employees; (b) Fire personnel; (c) Emergency Medical Technicians (EMTs); (d) Full-time public school teachers and

administrators; (e) Mt. Crested Butte full-time employees; (f) County Sheriff full-time personnel.

Employee/Qualified Resident/Buyer - A person who is employed for an employer as defined below on the basis of a minimum of 1,500 hours worked per calendar year in Gunnison County, which averages 35 hours a week, 10 months a year; or 32 hours a week, 11 months a year, physically working in Gunnison County and must reside in the unit a minimum of nine (9) months out of the year.

Employer (Gunnison County Employer) - A business whose business address is located within Gunnison County, whose business employs employees (as defined herein) within Gunnison County, who work in Gunnison County, and whose business taxes are paid in Gunnison County. If an employer is not physically based in Gunnison County, an employee must be able to verify that they work in Gunnison County for individuals, businesses or institutional operations located in Gunnison County.

Employee (Non-Profit) - A person who works/performs for a non-profit organization. Employees include artists, performers, musicians, organizers, bookkeepers, etc., but excluding construction workers. Non-profit organizations include any certified non-profit organization providing services to and located in Gunnison County.

Employee Dwelling Unit – This is a deed-restricted unit that is required to be rented out. Also see the Gunnison County Land Use Code, Section 3-150-120.

Employee Housing. See definition for Affordable/Employee Housing.

Family -For purposes of transferring property only, a family (or immediate family) is defined as a husband, wife, domestic partner, mother, father, brother, sister, son, daughter, either biologically or by legal adoption. Any transfer to a family member must fall under this definition.

Family-Oriented Unit - A dwelling unit attached or detached; 3 bedrooms or more, with direct ground floor access to a useable yard area.

Fannie Mae (FNMA) - Federal National Mortgage Association, a quasi-governmental agency that purchases mortgage loans in the secondary loan market.

Fee Simple Estate - The maximum possible estate that one can possess in real property; complete and absolute ownership of indefinite duration, freely transferable, and inheritable .

Financial Statement - A statement detailing all personal assets, liabilities, and net worth (the difference between assets and liabilities) as of a specific date. GVRHA may provide an Asset Declaration Form upon request.

Fixture - 1) A tangible thing which previously was personal property and which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property; 2) Any non-portable lighting device built in or attached securely to the structure; 3) The permanent parts of a plumbing system and fixtures.

Gross Assets - Anything which has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action which belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Gross assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Gross assets shall not include, pension plans

Gross Income - The total income to include alimony and child support derived from a business, trust, employment and from income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances.

Household - All individuals occupying the residential unit regardless of legal status and/or a

married couple, whether both will be living in the unit or not.

Household - Lotteries - All individuals who will be occupying the unit regardless of legal status and/or a married couple, whether both will be living in the unit or not. All married couples may only enter into a lottery once and cannot bid separately.

If two separate households (single, file separate income tax returns as single, etc.) enter together into one lottery, the combined income and assets will be carried forward to other single lotteries for a one-year period of time. Should circumstances change within the one-year time frame, the employee may request a change in category once during that one-year time frame.

Household Net Assets - Combined net assets of all individuals who will be occupying the unit regardless of legal status.

Household Income - Combined gross income of all individuals who will be occupying the unit regardless of legal status. See definition of Household - Lotteries above for further clarification. Adjustments to the gross for business expenses can be made for persons who are self-employed.

In-Complex (In House) Bid - Priority bid granted to person(s) having lived in their unit in a given complex for a minimum of one year. If a new project is built in phases, the in-complex priority does not go into effect until all affordable housing phasing of the project is completed.

Joint Tenancy - Ownership of real estate between two or more parties who have been named in one conveyance as joint tenants. Upon the death of one tenant, surviving joint tenant(s) have the right of survivorship.

Kitchen - For Accessory Dwelling Units, Caretaker Dwelling Units and all other deed-restricted units, a minimum of a two-burner stove with oven, standard sink, and a refrigerator plus freezer. The oven must be able to bake and broil and be at least 5 cubic feet; the sink must measure at least 14" W X 16" D X 5.25" H; refrigerator must be at least 5.3 cubic feet and include at least a .73 cubic foot freezer.

Leasehold Interest - A time-restricted interest in real property created by a lease whether written or oral; a tenancy in real property.

Lottery - A drawing to select a winner from equal applicants of highest priority.

Maximum Bid Price - Unless otherwise defined in the Deed Restriction covering the unit, the owner's purchase price multiplied by the appreciation (as permitted by the Deed Restriction) plus the accepted level of capital improvements costs as defined in the Deed Restriction and these Guidelines.

Minimum Occupancy - One person (with a leasehold/ownership interest) per bedroom. A minor child or dependent shall be granted equal status as a person with leasehold/ownership interest. In a two adult household, both adults must be working in Gunnison County in order to qualify for an additional bedroom.

Mobility Disability - A mobility disability or impairment is defined as a category of disability that includes people with varying types of physical disabilities. This type of disability includes upper or lower limb loss or disability, manual dexterity and disability in co-ordination with different organs of the body or ambulation of one's body.

Mortgagee - A lender in a mortgage loan transaction.

Mortgagor - A borrower in a mortgage loan transaction.

Net Assets - Gross assets minus liabilities. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included as a net asset.

Net Livable Square Footage - Is calculated on interior living area and is measured interior wall to interior wall, including all interior partitions. Also included, but not limited to, habitable basements and interior storage areas, closets and laundry area. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.

Nondiscrimination Policy - GVRHA shall not discriminate against anyone due to race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicaps, affectional or sexual orientation, family responsibility, or political affiliation, resulting in the unequal treatment or separation of any person, or deny, prevent, limit or otherwise adversely affect, the benefit of enjoyment by any person of employment, ownership or occupancy of real property, or public service or accommodations.

On-Site / Off-Site - Location of deed restricted property used for mitigation purposes: either next to or attached to the development (on-site) or at a separate location approved by the GVRHA (off-site).

Pre-qualification - A borrower's tentative mortgage approval from a lender. **Present Value** - *For the purposes of these Guidelines and any Deed Restrictions containing such terms, the present value shall be the cost or price of any capital improvements as established at the time of such improvement and shall be neither appreciated nor depreciated from such time.*

Primary Residence - The sole and exclusive place of residence. The owner or renter shall be deemed to have ceased to use the unit as his/her sole and exclusive place of residence by accepting permanent employment outside of Gunnison county, or residing in the unit fewer than nine (9) months out of any twelve (12) consecutive months (unless permitted by GVRHA).

Purchaser - A person who is buying or has purchased a deed restricted unit which is subject to these Guidelines, and any qualifying potential purchaser or past owner (claiming rights when he/she was a purchaser) of any such deed

restricted unit, but only with respect to any issue arising under these Guidelines.

Qualified Resident - Person(s) meeting the income, asset, employment, and residency requirements and property ownership limitations, including retired and handicapped persons, or dependent(s) of any of these (as such terms are defined herein) established by the GVRHA.

Requalification - Requirements which renters/ tenants and owners of affordable housing must meet bi-annually to ensure continued eligibility (every two years).

Resale Agreement - A contract entered into between the GVRHA and the owner or purchaser of real property identifying the conditions of occupancy and resale (also commonly referred to as a Deed Restriction).

Residential Dwelling Unit – Any residential property that has an address within the Ownership Exclusion Zone.

Retirement Age – The age where an employee can retire and maintain eligibility to continue to reside in affordable housing is 65 years of age.

Seasonal Employee - A person working not less than 35 hours per week during the Winter Season (generally November through April) and/or Summer Season (generally June through August).

Self-Employed - You are self-employed if you carry on a trade or business as a sole proprietor or an independent contractor; you are a member of a partnership that carries on a trade or business; you are otherwise in business for yourself; and you work for profit or fees. You must show a profit on an income tax return at least three out of every five years. The trade or business is required to provide goods and services to individuals, businesses or institutional operations in Gunnison County.

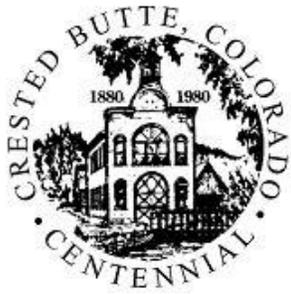
Storage Space - Space intended and commonly utilized as location for preservation or later use or disposal of items. To be used for storage

purposes only and shall not contain plumbing fixtures or mechanical equipment that support the principal residential use.

Student – A student enrolled in an accredited school full-time, and/or an intern who is a student or recent graduate undergoing supervised practical training full-time and working in a temporary capacity for a Gunnison County business; and/or a full-time combination of work in Gunnison County and school; such student shall be 18 years of age or older.

Tenancy In Common – Co-ownership in which individual holds an undivided interest in real property without right of survivorship. Upon the death of one of the owners, the ownership share of the descendant is inherited by the party or parties designated in the decedent’s will.

Tenant - A person who is leasing or has leased a deed restricted unit which is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such deed restricted unit, but only with respect to any issue arising under these Guidelines.



Staff Report February 1, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: Request to re-zone 20 lots in Blocks 1 and 12 from B2 to T
Date: January 25, 2016

Summary: Sixth Street Station LLC, the owners of lots 1-5 and 28-32 in block 1 as well as lots 1-5 and 28-32 in block 12, have requested that all 20 of the lots be re-zoned from B2 to T. The intent is to increase the maximum FAR (floor area ratio/buildable square footage) from the 64% of the site size allowed in B2 to 100% of the site size that is allowed in T. This translates in a potential increase of square footage over the four parcels from 40,000 square feet to 62,500 square feet. The re-zoning also clears the way for parking lots to be located on the street frontage since B2 requires parking to be on the rear of the sites. The Council should be aware that they are only considering the re-zoning aspect of the proposal not the architecture, site planning or assemblage of massing which is BOZAR's charge.

Previous Council Action: In 2007 and 2008 the Town Council approved several additions and changes to the zoning code to facilitate a previous incarnation of a development on this property to move forward. This include a FAR (floor area ratio) increase to one to be allowed in B2 contingent on underground parking, a new set of rules to apply to fractional and condo hotel development and a snow storage reduction for heated areas.

Last summer the Council extended the previous approvals granted in 2012 for another 3 years.

Background:

Property Description

The property in question are the four parcels that front on west side of Gothic Road/Sixth Street between Gothic Avenue and Butte Avenue. It occupies 15 to 16% of the Highway 135/Gothic Road frontage within the Town. If we eliminate the public property/parks from the equation this parcel represent roughly 25% of the private developable highway frontage in Town.

Recent History

In 2007 these 20 lots were purchased from the Kapushions by a group of investors with local ties. They began designing a mixed use development on the property that included a fractional ownership hotel, retail, restaurant, and office uses. The project had structures on all four parcels

with circulation space and incorporated underground parking. After several years of work on the project in a PUD process with the Town the PUD was approved in the summer of 2012 with numerous conditions. The owners have decided not to pursue the prior approval through to construction for various reasons and have instead submitted a new concept plan for the parcel that includes a condo/hotel on the two center parcels and the placement of the required parking on the north and south most parcels.

Zoning

The current zoning on the parcels is B2. The intent of the B2 zoning district is, “to provide for orderly business development along Highway 135 and the Ski Area Road, and to do so in a way compatible with safe traffic flow and the aesthetics of the Town”. The uses in the zone anticipate a mixed use zone with retail, office, service commercial, and potentially hotel and restaurant uses. The proposed use of a condo hotel would be a conditional use known as a short term residential accommodation (STRA).

The B2 zoning anticipated that the highway frontage would be developed in two and three lot parcels with two developments per half block of highway frontage. It was designed with 5 foot setbacks off of the highway lot line and 7.5 to 11.5 foot side yard setbacks off the side parcel boundaries. The thought was that there would be a more open feel to the zone than B1 on Elk Avenue. B2 was anticipated to be an auto access zone with all parking on site, accessed from the side streets and located to the rear of the site. No payment in lieu of parking is allowed. The B2 zone requires that all parking must be sited at the rear of the parcel (16-16-30 b 1) The .64 FAR was keyed to how much parking could be accommodated on site relative to the building square footage.

The proposed zoning classification is T or Tourist District. The intent of the T district is, “to provide areas for the establishment of tourist-oriented lodging accommodations and accessory uses and residential unit as long term rentals. Careful attention shall be accorded the scale at which such facilities and uses are built.”

The T zoning, to this point, has not been located adjacent to the highway (135/Gothic Road) but back one parcel from the main street. The permitted uses for T are hotels, motels, lodges and resorts. A condo hotel would be a conditional use as a short term residential accommodation, the same as in B2. Other uses that are permitted in B2 such as offices, service commercial and retail are conditional uses. Restaurants are conditional uses, as in all zones, but may only be incidental to a hotel or lodge. The setbacks and height of structures is the same in B2 and T with the exception of the front yard (5 feet in B2 and 0 in T). The FAR is larger in T (.66 to 1) than in B2 (.5 to .64).

The front yard setback could be varied in the PUD process but use and FAR cannot be varied.

From a zoning standpoint the primary question is how does the zoning request affect the availability of land for uses within the Town? The request affects a shift of a primary piece of vacant free market land from a mixed use zone to a tourist accommodations zone. The inherent question is what mix of uses will be required by the Town as it builds out over the next several decades? The zoning shift represents an increase in land dedicated to tourist accommodations and a decrease in land for retail, restaurant, and office uses. As Elk Avenue builds out it's few remaining pieces of vacant land or reallocates uses from historic residential to sales tax generating

uses, is there enough land left to accommodate increased retail, office and restaurant uses. It is likely that the C district will continue to see a larger retail and office component over time at the expense of light commercial and service uses. This trend could be exacerbated by the loss of additional retail land. The second question is how much does the Town value the availability of tourist accommodations? Is it more desirable to create tourist hot beds that feed the existing retail/restaurant base or allow other short term tourists accommodations that may be more remote (Mt. Crested Butte) to provide that component. Another trend that has emerged is the vacation rental by owner unit that has proliferated in Town lately to help supply the tourist bed base component.

As of right now there are 137 short term units in Town in lodges and bed and breakfasts. There are an additional 170 unit in Town provided by rental by owner.

As reflected in the attached maps, the current undeveloped B2 zoned lot square footage is 128,656. The current T zoned undeveloped square footage is 62,975. If rezoned the numbers would essentially flip with 125, 475 square feet going to T and 66,156 being allocated to B2.

Streetscape and Aesthetic Considerations

Whereas aesthetic and streetscape considerations are largely the prevue of BOZAR nevertheless the zoning change influences how the massing, setbacks, and site planning are regulated.

The primary consideration is the increase in FAR. An increase of 22,500 square feet would be potentially added to the parcels through the re-zoning. This is the difference between the maximum .64 FAR in B2 and the 1 FAR in T. A secondary consideration is the reduction of the front yard setback from 5 in B2 to 0 in T which could move the structures closer to the street. This could also be accomplished as a variance in the PUD process as well so is not a huge consideration and is largely a BOZAR issue.

The design guidelines for the B2 district vary from T primarily in that T, which is usually in a location between B2 and residential zones wants to be more sensitive in scale, form and materials to the residential zones. The primary change will be that B2 requires that parking be placed in the rear away from the primary highway/street. This is not so clear in the T zone but then again the T zone has never been sited directly on the primary highway previously.

Legal Implications: Re-zoning would have to be accomplished by an ordinance passed by the Town Council. A recommendation should be made by the Board of Zoning and Architectural Review to the Council prior to considering an ordinance for re-zoning.

Section 16-23-90 lays out the standards for rezoning. The Town Council should be willing to make findings to support the standards.

- (a) No application for rezoning shall be approved unless it demonstrates to the Town Council that:
 - (1) The proposed zoning classification promotes the health, safety and welfare of the inhabitants of the Town and promotes the purposes of this Code.
 - (2) At least one of the following factors exists:
 - a. The proposed zoning classification is consistent with the goals and policies of the Town's land Use Plan;

- b. There has been a substantial and material change in the character of the neighborhood or in the Town generally such that the proposed rezoning would be in the public interest and would be consistent with the change in character; or
- c. The property to be rezoned was previously zoned in error.

(3) Each of the following criteria is satisfied:

- a. The proposed use of the rezoned or zoned property is compatible with the surrounding uses; or
- b. In the case of proposed redevelopment of property, the proposal for the use of the rezoned or zoned property is an improvement to the neighborhood and to the Town.

(b) Does not apply.

(c) The Town Council may impose reasonable conditions upon the future use of the rezoned property to ensure conformance with standards of this Article.

Financial Implications: It is difficult to gauge the effect of the re-zone from a sales tax viewpoint. It is likely that a mix of uses would be developed under the B2 zone designation. Most likely more retail and restaurant square footage would be constructed under B2. More tourist accommodations would developed under T.

From a property tax perspective it is also difficult to determine the impact. Condo/hotel space is assessed at a residential rate which is lower than a commercial rate. However depending on how much the individual units are selling for this could negate the rate difference or not.

From a Real Estate Transfer Tax perspective it would probably be more beneficial to the Town to have the property in a condo/hotel use as these units are likely to turn over more frequently than commercial units.

Recommendation:

The planning document that most directly influences the scale, building cadence and sense of place of the Town is the zoning ordinance. A request to re-zone a significant parcel of property on the primary highway through Town should be carefully considered. In this case the form and size of the development may change significantly from what was anticipated in the B2 zone, what is across the street and from previous approvals for the site.

Whereas to a large degree the look and feel of the project rests in BOZAR's hands the re-zoning is essential for the condo/hotel project to move forward as it is currently conceptualized. The ultimate question for the Town Council and the BOZAR is whether the financial benefits of the project, as identified by the proponents, is sufficient to warrant changing the underlying zoning that directs the scale and building forms along the highway.

The Council may decide to deny the re-zoning request at this point with the understanding that this may put the project as currently conceptualized in jeopardy. The Council may decide to take a pass on the question at this time and refer the issue to the BOZAR for a recommendation. Ultimately the re-zoning will have to be done by the Council through an ordinance if the project, in its current configuration, is to move forward. If the Council has serious concerns about the re-zoning or feels it may ultimately not support it then this should be communicated at this time so

that significant time, money and resources are not expended by the proponents, the BOZAR and the staff.

The Council may decide that it needs additional information to effectively consider the rezoning in which case it can continue the discussion to a future meeting date certain and request additional information from the proponent.

Proposed Motion:

To Deny: I move to refuse to further consider the rezoning request as proposed.

To allow further consideration: I move to further consider there rezoning request and refer the request to the Board of Zoning and Architectural Review for its recommendation (the Town Council may suggest conditions upon the re-zoning in this motion).

To continue the discussion: I move to continue the discussion to the __/__/16 meeting and have the proponent and/or staff provide additional information regarding _____.



T AND B2 ZONES

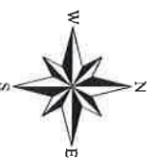
Town of Crested Butte, CO

Planned Unit Development PUD

T Tourist Zone

B2 Business/Highway Related Zone

Area of Proposed Zoning Change from B2 to T



Allocation of Zones

Zone	Existing Area	Proposed Area
B2	128,656 sq ft (2.95 ac)	62,975 sq ft (1.45 ac)
T	62,975 sq ft (1.45 ac)	125,475 sq ft (2.88 ac)



Date: January 26, 2016

Filename: C:\project\town of cb\Zones\TandB2-Vacant Land.mxd

	B2 zone	T zone
Primary Permitted Uses	<ul style="list-style-type: none"> (1) Retail commercial establishments, (2) Office uses. (3) Financial institutions. (4) Personal services establishments. (5) Medical and dental clinics. (6) Shop crafts. (7) Rental, repair and wholesaling facilities in conjunction with any of the above uses (8) Newspapers 	Hotels, lodges, motels and resorts.
Conditional Uses	<ul style="list-style-type: none"> (1) Printing offices. (2) Residential units comprising up to one-half (½) of the total floor area of any building. Such residential unit may only be used as a long-term rental unit or, as an owner-occupied unit. (3) Hotels, lodges, motels and resorts. (4) Clubs. (5) Noncommercial nurseries and greenhouses. (6) Fraternities and sororities. (7) Funeral parlors and mortuaries. 	<ul style="list-style-type: none"> (1) Residential units; shall not exceed fifty percent (50%) of the total floor area of any buildings. Such residential unit may only be used as a long-term rental unit or, as an owner-occupied unit. (2) Residential units up to one hundred percent (100%) of the total floor area of any multifamily building where such units are deed restricted to long term rental housing that serve households that earn eighty percent (80%) or less of the Area Median Income (AMI). (3) Clubs. (4) Restaurants, cocktail lounges or other places serving food and/or alcoholic beverages, excluding drive-in eating places, however that such use must be incidental to a hotel, lodge, motel or resort.
Conditional Uses	<ul style="list-style-type: none"> (8) Motor vehicle, snowmobiles and recreational vehicle leasing and rentals. (9) The auto-related uses of fueling and vehicle washing which are provided as a service incidental to a retail store. (10) Open space recreation sites, recreation clubs, theatres, assembly halls, schools, churches, hospitals, public buildings and governmental offices. (11) Parking areas. (12) Restaurants, cocktail lounges or other places serving food and/or alcoholic beverages, excluding drive-in eating places that serve customers in their automobiles or vehicles. (13) Short-term residential accommodations. (14) Condo hotels. (15) Micro-distillery. (16) Retail marijuana store. (17) Medical marijuana center. 	<ul style="list-style-type: none"> (5) Nurseries and greenhouses. (6) Dormitories. (7) Insurance and real estate offices. (8) Funeral parlors and mortuaries. (9) Retail commercial establishments. (10) Office uses. (11) Financial institutions. (12) Personal services establishments. (13) Medical and dental clinics. (14) Open use recreation sites, recreation clubs, theatres, assembly halls, schools, churches, hospitals, public buildings and governmental offices. (15) Shop crafts. (16) Rental, repair and wholesaling facilities in conjunction with any of the above uses. (17) Short-term residential accommodations. (18) Hotels or lodges. (19) Motels. (20) Resorts. (21) Condo hotels. (22) Newspaper publishing offices. (23) Parking areas. (24) Museums.
FAR	<ul style="list-style-type: none"> (1) Minimum floor area: four hundred (400) square feet for each residential unit. (2) Maximum floor area ratio: 0.5 as a matter of right; provided, however, that the Board in its discretion may allow a maximum floor area ratio of up to 0.64 depending upon the provision of site amenities. An additional 0.36 may be added to the floor area ratio as an underground parking credit. 	<ul style="list-style-type: none"> (1) Minimum floor area: four hundred (400) square feet for each residential unit. (2) Maximum floor area ratio: 0.66 as a matter of right; provided, however, that the Board in its discretion may allow a maximum floor area ratio of up to 1.0 depending upon the provision of site amenities.
Setbacks	<ul style="list-style-type: none"> (4) Minimum front yard: five (5) feet. (5) Minimum side yard: seven and one-half (7½) feet for flat-roof buildings and from seven and one-half (7½) feet to as much as eleven and one-half (11½) feet for sloped-roof buildings. (6) Minimum rear yard: fifteen (15) feet. 	<ul style="list-style-type: none"> (4) Minimum front yard: none. (5) Minimum side yard: seven and one-half (7½) feet for single-story and flat-roofed buildings, and as much as eleven and one-half (11½) feet for sloped-roofed buildings. (6) Minimum rear yard: fifteen (15) feet.

A Proposed Re- Zoning

Lots 1-5, Block 1 (Block A)
Lots 28-32, Block 1 (Block B)
Lots 1-5, Block 12 (Block C)
Lots 28-32, Block 12 (Block D)



The Crested Butte Hotel

Submitted According to Town Code

Section 16-23-10

Submitted: January 27th, 2016



Overview and Introduction

On December 22, 2015, representatives of the project engaged in a two-hour informational session with BOZAR to discuss a new design concept for the Crested Butte Hotel. The existing approved design includes density bonuses leading to an ultimate FAR of 1.0, more than the current B-2 zoning allows as a “use by right.” The new proposed design also requires an FAR of 1.0, which leads the project team to this request: while we are not requesting a change in zoning on February 1, 2016, we are asking the Town Council to provide feedback regarding changing the project’s underlying zone district from “B-2” to “T”. If the Town Council is receptive to this change, we ask that Council authorize the BOZAR to review the new design under the T-Zone guidelines. Presuming this is an acceptable request, and as directed by the Town Staff, we will work through BOZAR with an application, then return to you with a formal request for a zoning change only after we have a conditionally approved design. We are modeling this request after the process implemented for the Anthracite Place project, allowing the applicant to work through design issues prior to Council authorization of a permanent zoning change.

The project team takes seriously the comments, questions and concerns raised in the December 22 BOZAR meeting. We appreciate this chance to demonstrate the community benefits of the new proposed design.

We are submitting this request for rezoning in accordance with town code:

Sec. 16-23-30. - Application.

(a) Any application for an amendment, supplement, change, modification or repeal of this Chapter by any person or the Board to the Town Council shall contain the following information:

- (1) A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned;
- (2) A statement of the present zoning and the requested new zoning;
- (3) A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use;
- (4) A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change, in all directions; and
- (5) A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.

(b) Any application to create or amend the zoning of a parcel of land containing more than fifty thousand (50,000) square feet of land shall be subject to the requirements set forth in [Chapter 17](#) of this Code and reviewed for approval as a subdivision under said regulations.

We have also included the estimated Tax implications for the project in Section 6.



(1) A legal description of any land to be rezoned, together with a diagram drawn to scale showing the boundaries of the area requested to be rezoned;

The detailed legal description is furnished under separate cover. The property is bounded by Sixth Street on the East, Butte Avenue on the North, Gothic Avenue on the South and a residential zone (R-1) to the West.



(2) A statement of the present zoning and the requested new zoning;

We are requesting the rezoning of the subject property from “B-2” to “T” Zone

(3) A statement of justification for such action, including facts concerning any change of conditions, an error in the original zoning or the unusual or peculiar suitability of a lot to a certain use;

Statement of Justification. The requested change in zoning is justified by the significant community benefits created by the planned project. These benefits include:

- Protection of Elk Avenue business interests and Crested Butte’s core. By limiting the amount of proposed new retail and restaurant square footage on the subject property, the proposed change will reinforce the importance and focus on Crested Butte’s main attraction (beyond our natural environment): Elk Avenue and the Historic District.



- Provision of a substantial number of new hotel rooms: The creation of new “hot beds” will help accommodate increased tourist traffic, ensuring that visitors stay in Crested Butte, driving increased sales tax, lodging tax, and real estate transfer tax.
- Provision of housing on-site (not payment-in-lieu): All code required units of affordable housing will be built and provided within the proposed development encouraging retention of key employees and reducing traffic to the site.
- Enhanced views to Paradise Divide: By re-purposing the northernmost quarter, the view shed towards Paradise Divide will remain free from vertical construction. While we understand there will need to be some form of screening for the northernmost block, the community will be served well by ensuring the up-valley views are enhanced and preserved.
- Unobstructed Views toward Mt. Crested Butte. By concentrating the density into two buildings, the viewshed towards Mt. Crested butte from the residential neighborhoods to the west will be opened up on the north and south blocks thereby reducing the potential B2 zone impact on half of the adjacent parcels.
- Parking to benefit Gothic Field, the Town and the ski area: Citizens and visitors alike know that the area near and around Gothic Field and 6th becomes congested in summertime due to softball and that the area near Teocalli and 6th becomes congested in the winter due to skiing (and riding the Mountain Express). The southernmost proposed parking area will help ease the congestion in both of these areas. To be clear, the parking area will not be designated as “public parking.” The applicant is committed to ensuring the public has access to the lot when spaces are available.
- Cohesive and Integrated Planning on the entire parcel: This project presents an opportunity to plan the entire area from Gothic to Butte in a cohesive and integrated way.
- Public bathrooms and a new transit stop: The new proposed project will include an integrated public transit stop (Mountain Express) along with public bathrooms and heated indoor waiting area. These amenities will benefit both citizens and tourists, funded entirely by the project proponent.
- A Hotel for Crested Butte: The re-zoning and approval of Anthracite place represents a milestone towards addressing the important goal of providing affordable housing. Its creation within the T-zone District significantly reduced the alternative locations for establishing “tourist-oriented lodging accommodations” within Town. The T zone is a critical component of our Town’s vision of a sustainable, low impact, tourist based



economy. The subject parcels are currently owned collectively and represent the only truly viable opportunity to construct a premier boutique landmark, locally owned, operated and branded hotel within town limits.

- Reduced Traffic Impacts to Town: Providing hotel accommodations within easy walking distance on Elk Avenue, bus access to the mountain and shuttle service to the airport will reduce vehicular traffic and encourage visitors to participate in the pedestrian/biking culture of Town.

Changed Conditions. While there are no changed conditions per se, the existing vested development rights on the property include a “density bonus” allowing the development plan to achieve an FAR of 1.0, the same FAR provided for in the T-zone. This demonstrates that there will be little “changed conditions” between the existing (approved) proposed development and the new proposed development, with the exception of above-ground parking.

Appropriate suitability. The lots in question are appropriately suitable to certain uses.

- The area is arguably the only space remaining in the Town of Crested Butte where a hotel can be located.
- The area is appropriately located in the Towns “growth corridor”, where the underlying zoning supports larger densities and buildings that will not detract from the historic core.
- The area is located along an arterial street that serves as an important travel corridor between Crested Butte and Mt. Crested Butte, keeping traffic impacts out of the residential neighborhoods and the historic core.
- The area is located on the Mountain Express transit line allowing patrons easy access to the mass transit systems and allows for their cars to be stored for the duration of their visit.
- The area is immediately across from an existing structure that has been vacant for quite some time, with a new tenant taking possession only recently.
- The area is immediately next to Gothic Field, an important asset in the Town’s Park and Recreation system. The intended use for the area next to Gothic Field is as a parking lot, serving citizens not just in the summer during softball games, but also serving as public parking for citizens headed up to Mt. Crested Butte to ski. During the summer and winter, the area west of Gothic and 6th and the area east of Teocalli and 6th become highly congested throughout the day and evening. The proposed parking areas are appropriately suited to help alleviate this congestion.



- The northernmost lot in question is appropriately suitable for development that does not exceed a minimal height. This will protect the view corridor up to Paradise Divide in all seasons.

(4) A description of the land and uses thereof within two hundred (200) feet of the boundary lines of the proposed area of change, in all directions.



- The land directly south is zoned “P” Public, which is currently used as Gothic Ball field.
- The land directly to the East is zoned “B-2” with “T” and “R-4” farther East.
- The land directly to the North is zoned “R-1A” with some Gunnison County Land outside of Current Town Boundaries.
- The Land directly to the West is Zoned “R-1” .This land (Fronting the future Teocalli Avenue) has not been developed.



(5) A statement as to the effect that the new zoning or changes would have on adjacent areas or uses.

The new zoning would have the following effects on adjacent areas or uses:

1. Gothic Field/Park Use: Gothic field use will be enhanced through the provision of additional public parking north of the field. The Park use, including substantial pedestrian crossings of Gothic Avenue, will be made safer by decreased congestion.
2. Western/Residential Use: The residential use to the west will be minimally impacted, other than by the increased activity on the site (which would be an impact regardless of the zoning change). In this instance, though, the lands immediately west of the proposed structures are not developed and have no infrastructure at this time. The developed residential uses to the west and East will have diminished impact because of the proposed uses of parking lots. It is important to note that the requested zoning change will not increase the allowable height of any future buildings constructed on the site. Current B-2 zoning allows for the same 35 foot height across the entire length of 6th Street and would have the same impact on views from the adjacent undeveloped parcels.
3. North/Open Space/Dispersed Residential Use: The adjacent area to the north will be enhanced by the elimination of vertical development on the northernmost piece of the project area. With no vertical construction, the views to Paradise Divide will remain unobstructed.
4. East/Commercial and Mixed-Use: The uses to the east will benefit from increased economic activity driven by the planned use. In addition, the convenience of the area will be enhanced due to improved parking infrastructure, public restrooms, and limited retail or restaurant/bar uses.
5. Elk Avenue: Elk Avenue as a whole should be considered as an “adjacent use,” principally because of its status as a National Historic District and its significance as a magnet for destination guests and citizens alike. This proposal will enhance Elk Avenue through reduced retail and restaurant/bar space within the proposed development. With a transit stop integrated into the design, visitors and guests will be encouraged to use Mountain Express (or walk) to visit Elk Avenue during their stay.



(6) Outline of estimated Tax impacts for the project.

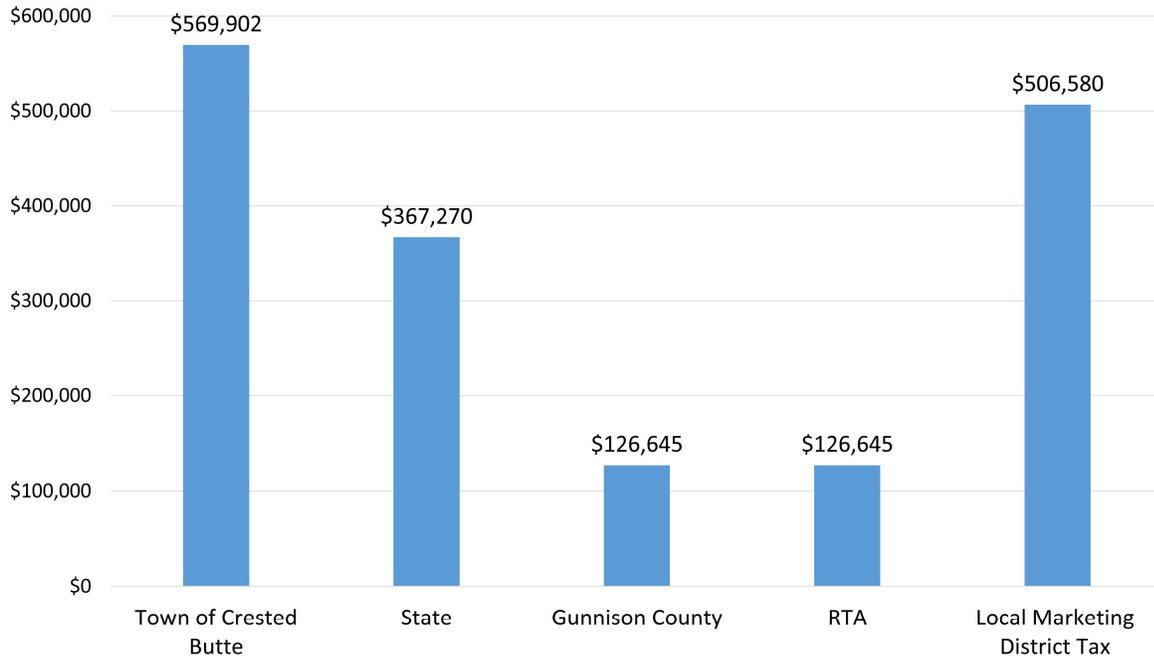
Sales tax generated from hotel room sales will generate a total of \$1.7 million in tax revenues over the first five years of operation or an average of \$340,000 annually. The 13.4% lodging tax is made up of taxes from the Town of Crested Butte, Gunnison County, the State of Colorado, the RTA and the Local Marketing District tax. The Town of Crested Butte lodging tax revenue will be \$569, 000 over the first 5 year. This tax is a perpetual source of revenue that supports the broad interests of the community from overnight visitors. The sales tax revenue from a hotel in T zoning is far greater than can ever be realized from business types allowed in B-2 zoning. This sales tax is almost 100% paid for from out of town visitors staying in the hotel and will be incremental to additional town sales tax collected from other tourism spending. The 13.4% hotel sales tax also includes two additional tax collections that are not collected in other types of retail purchases or restaurant sales: 4% LMD (Local Marketing District) and 1% RTA (Regional Transit Authority). We are illustrating in the graphs below the tax generated from the hotel and from incremental guest spending outside of the hotel on retail, restaurant and other guest spending. The tax estimates used in graphs are based on conservative hotel occupancy and average daily rates and do not include any owner occupancy which will also generate additional sales tax from purchases made outside the hotel.

13.4 % Hotel sales Tax Break Down

Town of Crested Butte	4.50%
State	2.90%
Gunnison County	1.00%
RTA	1.00%
Local Marketing District Tax	4.00%



Crested Butte Hotel Sales Tax Contribution
From First 5 Years Room Revenue

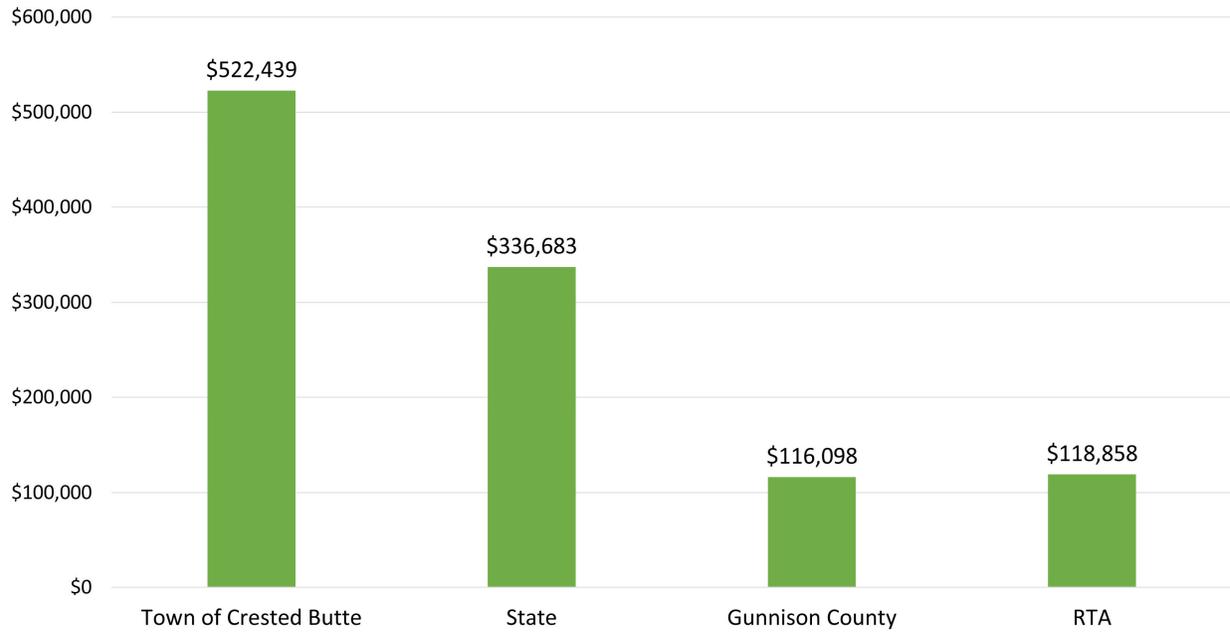


Crested Butte Hotel Sales Tax Contribution
From Room Revenue

Tax Districts	Tax Rate	Year 1 Room Revenue	Year 2 Room Revenue	Year 3 Room Revenue	Year 4 Room Revenue	Year 5 Room Revenue	Totals
Hotel Room Revenue		\$2,274,098	\$2,412,098	\$2,532,098	\$2,657,098	\$2,789,098	\$12,664,490
Town of Crested Butte	4.50%	\$102,334	\$108,544	\$113,944	\$119,569	\$125,509	\$569,902
State	2.90%	\$65,949	\$69,951	\$73,431	\$77,056	\$80,884	\$367,270
Gunnison County	1.00%	\$22,741	\$24,121	\$25,321	\$26,571	\$27,891	\$126,645
RTA	1.00%	\$22,741	\$24,121	\$25,321	\$26,571	\$27,891	\$126,645
Local Marketing District Tax	4.00%	\$90,964	\$96,484	\$101,284	\$106,284	\$111,564	\$506,580
Total Tax Revenue		\$304,729	\$323,221	\$339,301	\$356,051	\$373,739	\$1,697,042



Crested Butte Hotel Tax Contribution First 5 Years of Incremental Guest Spending

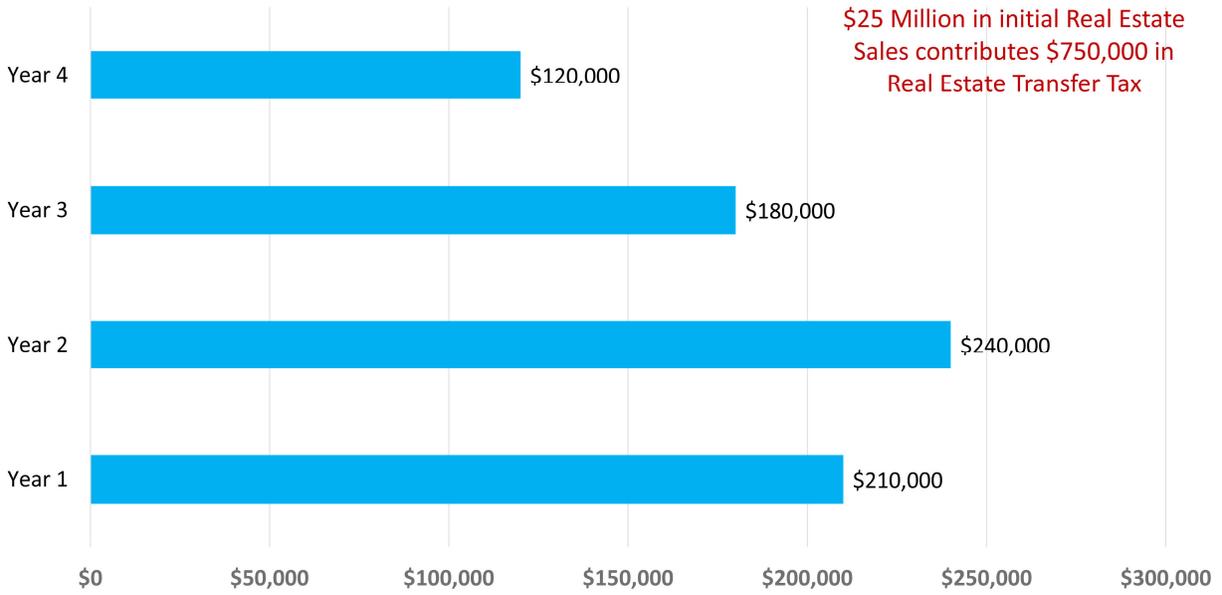


Crested Butte Hotel Sales Tax Contribution From Guest Incremental Spending

Tax Districts	Tax Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Hotel Guests Days Annualy		12,200	12,848	22,200	24,500	25,000	96,748
Additional spend per guest @ 120 per day		\$1,464,000	\$1,541,760	\$2,664,000	\$2,940,000	\$3,000,000	\$11,609,760
Town of Crested Butte	4.5%	\$65,880	\$69,379	\$119,880	\$132,300	\$135,000	\$522,439
State	2.9%	\$42,456	\$44,711	\$77,256	\$85,260	\$87,000	\$336,683
Gunnison County	1.0%	\$14,640	\$15,418	\$26,640	\$29,400	\$30,000	\$116,098
RTA	1.0%	\$14,640	\$15,418	\$29,400	\$29,400	\$30,000	\$118,858
Total Tax Revenue	9.4%	\$137,616	\$144,925	\$253,176	\$276,360	\$282,000	\$1,094,077



Real Estate Transfer Tax



Crested Butte Hotel will continue to generate real estate transfer tax revenue on a perpetual basis from resales

Crested Butte Hotel Initial Sales of Units

	Year 1	Year 2	Year 3	Year 4	Total
Projected Real Estate Sales	\$7,500,000	\$7,500,000	\$6,000,000	\$4,000,000	\$25,000,000
Real Estate Transfer Tax	\$225,000	\$225,000	\$180,000	\$120,000	\$750,000

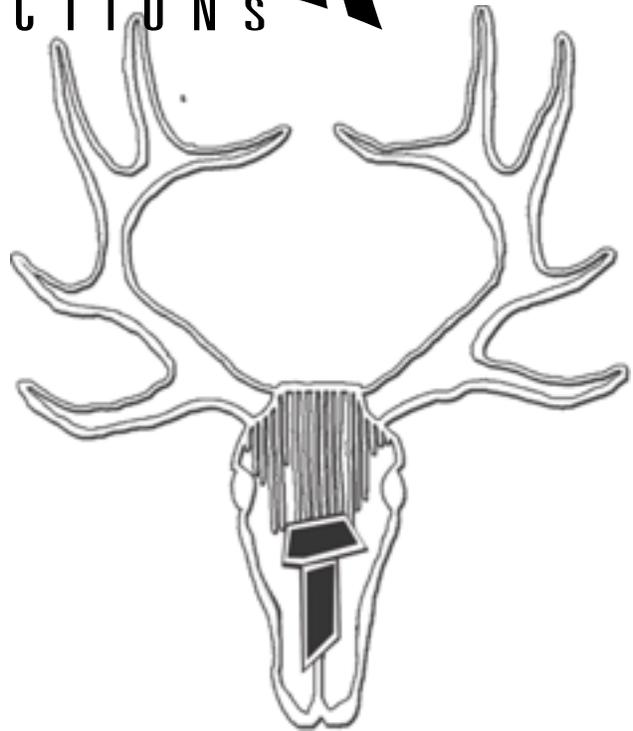
Note:

Crested Butte Hotel will continue to generate real estate transfer tax revenue on a perpetual basis from resales.



Proposal of Financial Subsidy for increased Safety & Efficiency

TWO PLANK PRODUCTIONS



BIG AIR 2016
ON ELK March 5

COMPLETE EVENT
PLAN

MARCH
5

- Event Documents
- Formalizations & Procedures
- Emergency
- Communication
- Contacts
- Check List
- Supporting Documents

corey@twoplank.com

Executive Summary: Overview of \$3,000 financial request

The intention of this request is to supplement on going safety developments both voluntary and mandated measures; as well as increase event efficiency through staff, safety crew, risk manager, and on site dedicated equipment from various third party contractors. This request is of financial nature in addition to the equipment and human resources of the own Staff in exchange for presenting sponsorship of the Event, community outreach, as well as economic gain. Although Big Air on Elk is extraordinarily grateful to have the Town's partnership in the Event, we are striving to make it safer, and more efficient economically for the Town.

Primarily, everyone's goal is safety; bottom line. The past three years under the strategy we have had no major safety issues, injuries, or near misses. Needless to say, we can always do better and continue to improve. New features in which the Towns subsidy assisted for 2015 included "bike fencing" in addition to K-Rails to ensure a robust safety wall of snow. As we do not expect the Town to continue to fund the same elements year after year, we have already made those arrangements on our budgets and are seeking a subsidy for additional measures. Approximate Cost \$3,000 privately funded not requesting as per 2015.

These new measures included additional 6 foot security fencing to stretch the length of athlete's air time from McGills to the End of Pitas. This will secure the crowd from any accidental encroachment from an athlete landing wide as well as better protecting the athlete. This will further benefit the audience safety as pedestrian flow as it will limit corse side viewing in the immediate area of risk, pushing ideal spectating into establishments as well as into the event gardens with jumbo projector screens. Approximate Cost \$500.

Additionally for safety, we will be staffing two dedicated event managers over 2015 crew who will be uniformed and floating the venue constantly in a circle ensuring the integrity of safety, fencing, town code, trespass, and overall problem solving. This will greatly reduce the number of fence breach, public complaints, trash, open alcohol consumption, and rooftop trespass which should greatly assist the Marshal's Department efforts over 2015. This has been already funded entirely by the Growing Winters grant partially funded by the Town.

Secondly, we will be sourcing some of our own heavy equipment with operators for 2016. In every year past, there have been mad scrambles to move something, dig drainage, or touch up a safety wall. We have already secured a tracked skid steer and have various other pieces of machinery on call. This will lower the demand of Public Works to the event on March 4-6 greatly for the "unknowns" we must address each year. Moreover, this will limit the unforeseen demand for Parks and Rec to be called off of assigned tasks to assist the event. Ultimately creating a more efficient process, saving Town budgets, equipment, and Human Resource Demands. Approximate Cost \$1,000 requested where the full costs alone will outreach this creating great budget savings.

Finally, the assistance in subsidizing the mandated Risk Manager who is acting as a contractor reporting to the Town. The event is 100% in support of this mandate and its selected designee. However as we stretch each dollar every year to make the event safer, larger, and a better experience for all; the budget has very little wiggle room. The projected cost for this individual at Town rates are approximately \$2,000 which is near half of the Event's entire staff budget whereas most event staff is donating much of their time to the charitable aspect Big Air on Elk provides to the community, To emphasize we do agree with this addition as it provides dedicated eyes on safety and quality control. My proposal request is to match the pay of the Risk Manger at the same level of the most highly paid event member on event day only, while requesting the Town to subsidize the remaining \$1,500 of this mandated position bringing the total request to \$3,000.

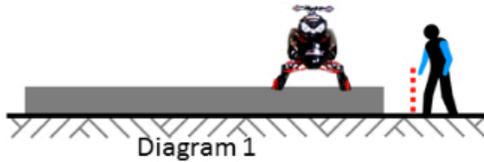
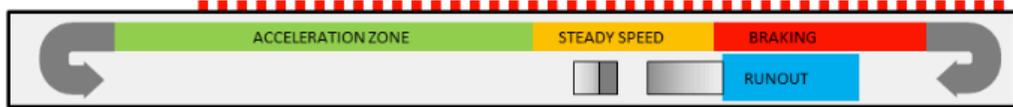
In closing, this is a better deal for the town over all years past, our previous requests were around \$3,000 and were used for event safety. This year we are only requesting \$1,500 for safety down 50% from 2015 and 120% from 2013 as we have raising the additional funds privately. Whereas we are requesting the additional \$1,500 to assist with the payment of the Towns Risk Manager as per the event permit the Event is tasked with his wages. Furthermore, the additional responsibility and steps the Event has taken will greatly lessen the unplanned requests or demand on the Town which should overcome many of the last minute challenges from 2015 not to mention budgetary savings across several departments accordingly creating a better experience for all.

***[A PRO FORMA INCOME STATEMENT CAN BE FOUND ON THE FINAL PAGE FOR REFERENCE]**

Safety B: Addressed Areas of Concern Regarding Snowmobiles

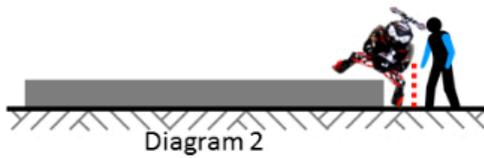
-K-Rail and More Sufficient Snow Wall Via additional Skid Steer

Area of concern: **Snowmobile proximity to spectators**

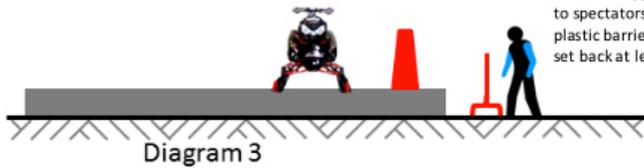


The area of most concern for spectator safety is adjacent to the snowmobile tow area. The snowmobile weighs approximately 500 and has estimated speeds in the 35 – 40 mph range when towing athletes. The consequence of any impact with spectators is therefore HIGH.

The snow machine does a straight pull indicating the probability of a loss of control is low and would present no risk to spectators (Diagram 1).



Looking at pictures and videos it appears the snow track is raised above the street and spectator level. This creates a drop-off to the side of the snow machine. If the snowmobile did get a ski off that edge it would exacerbate any temporary loss of control. It is also observed in old event videos that spectators are staged pretty close to that edge on the side of the track; if a machine did veer of course or lose control the machine is precariously close to the spectators (Diagram 2).



The more typical industry standard for machines running this close to spectators is illustrated in Diagram 3 where there is a ballasted plastic barrier adjacent to the snowmobile, and a secondary fence set back at least 6 feet to keep the spectators away.

Equipment A: Addition of Private Equipment

	Equipment	USE
500	Skid Steer	Various uses limiting Parks and Rec dependence
250	Loader	On Call vs calling OT for Public Works
500	Dump Truck	Assisting current plan with load out of snow
350	Safety Lighting	Better lighting of unsafe locations
1600	Cash Saving	Not Factoring in HR Savings to Town

Pro Forma Financials: Overview 2015 summary and 2016 projections

Providing transparency for cash flow with event expenses



Two Plank Productions, LLC

398 Riverland Dr 2E1E PO Box 942 - Crested Butte, CO 81224 - 970.349.0350 - admin@twoplank.com

Big Air on Elk - Pro Forma Finances 2016



	TOTAL Event Cost	\$74,600																																								
<p>Marketing Budget Summary</p> <p>Event Expense 2016</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>trucking</td><td style="text-align: right;">1500</td></tr> <tr><td>live stream</td><td style="text-align: right;">4000</td></tr> <tr><td>WGES</td><td style="text-align: right;">2000</td></tr> <tr><td>misc</td><td style="text-align: right;">1000</td></tr> <tr><td>printing</td><td style="text-align: right;">1200</td></tr> <tr><td>LQ Costs</td><td style="text-align: right;">2500</td></tr> <tr><td>Security</td><td style="text-align: right;">500</td></tr> <tr><td>shirts</td><td style="text-align: right;">800</td></tr> <tr><td>concert</td><td style="text-align: right;">4000</td></tr> <tr><td>Fuel</td><td style="text-align: right;">2500</td></tr> <tr><td>materials</td><td style="text-align: right;">1500</td></tr> <tr><td>design</td><td style="text-align: right;">500</td></tr> <tr><td>costs</td><td style="text-align: right;">22000</td></tr> </table>	trucking	1500	live stream	4000	WGES	2000	misc	1000	printing	1200	LQ Costs	2500	Security	500	shirts	800	concert	4000	Fuel	2500	materials	1500	design	500	costs	22000	<p>Infrastructure Contributions</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Wright</td><td style="text-align: right;">3000</td></tr> <tr><td>Lacy</td><td style="text-align: right;">8000</td></tr> <tr><td>Town of CB</td><td style="text-align: right;">16000</td></tr> <tr><td>Dietrish</td><td style="text-align: right;">2400</td></tr> <tr><td>Eleven</td><td style="text-align: right;">3000</td></tr> <tr><td>Two Plank</td><td style="text-align: right;">6000</td></tr> <tr><td>Fixed Costs</td><td style="text-align: right;">38400</td></tr> </table>	Wright	3000	Lacy	8000	Town of CB	16000	Dietrish	2400	Eleven	3000	Two Plank	6000	Fixed Costs	38400	<p>Sponsor Contributions (projected)</p> <p style="text-align: right;">24150</p> <hr/> <p>Labor Costs</p> <p style="text-align: right;">4700</p> <hr/> <p>Insurance Costs</p> <p style="text-align: right;">3500</p> <hr/> <p>Admin Costs</p> <p style="text-align: right;">2500</p> <hr/> <p>Add. Equipment Costs 2016</p> <p style="text-align: right;">3500</p>
trucking	1500																																									
live stream	4000																																									
WGES	2000																																									
misc	1000																																									
printing	1200																																									
LQ Costs	2500																																									
Security	500																																									
shirts	800																																									
concert	4000																																									
Fuel	2500																																									
materials	1500																																									
design	500																																									
costs	22000																																									
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Two Plank	6000																																									
Fixed Costs	38400																																									
	TOTAL CAPITAL Required	\$12,050																																								

In Summary, currently the event must secure current sponsorship commitments and/or raise additional funds in the amount of \$12,050 to meet break even point over projected sponsors and after paying all expenses that are including additions for 2016 as well as in line costs with 2015.



January 20, 2016

Lois Rozman
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224-0039

Dear Lois,

Thank you for the Town of Crested Butte's generous contribution of \$2,000.00. The support of the Town of Crested Butte allows the Adaptive Sports Center to continue to enhance the quality of life of people with disabilities through outdoor adventure activities.

As a donor you will receive periodic updates to keep you informed. We welcome you to stop by our offices, experience our programs and see first-hand what your donation is helping up accomplish. For questions or more information about how to get involved please call me at (970) 349-5075 or e-mail jessica@adaptivesports.org.

This letter serves as your receipt. No goods or services were provided in return for your contribution. The Adaptive Sports Center is a 501(c)(3) non-profit organization. Our tax identification number is 84-1063447. Thank you again for your support!

Sincerely,

Jessica Lapham
Development Coordinator

For Office Use Only
Receipt: 47445
Account: 4620
Check: 76799
By: Lapham

Program Office: 866-349-2296
Main Office: 970-349-5075
Email: info@adaptivesports.org
www.adaptivesports.org



P.A.W.S.

PARADISE ANIMAL WELFARE SOCIETY

P.O. Box 531
Crested Butte, CO 81224

970-209-3656
www.PAWScrestedbutte.org

Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224

January 21, 2016

Dear Sirs:

The Paradise Animal Welfare Society would like to express its appreciation for your generous grant of \$3000.00.

In 2014, we reunited 37 pets with their owners and successfully placed 14 dogs and 8 cats. We rescued a young mother and her nine 2 week old puppies who had "run out of time" at a shelter. In the nine weeks we had them, we learned a great deal in raising puppies. We found wonderful homes for all the pups and the mother in and around the Crested Butte area.

We also received 74 calls for lost pets, and over 22 calls for medical or spay/neuter assistance. Donations such as yours have allowed us to provide these services. We are particularly pleased to have been able to provide medical assistance for a dog that was severely injured in a freak accident. With a financial assist from P.A.W.S, the dog received the medical care needed to ensure a complete recovery.

One of our goals is to make pet owners more aware of the value of microchipping. During the past year, in conjunction with the Animal Hospital of Crested Butte, we have had great success sponsoring several low cost microchip clinics.

Your on going support guarantees that P.A.W.S. can continue to help the many animals in need. Thank you so much for your donations.

Sincerely,

Rita Clement (president)
Paradise Animal Welfare Society
EIN# 20-2761883

From: [Glenn Michel](#)
To: [Elk Mountain Lodge](#); [Lynelle Stanford](#)
Subject: Re: Winter regulations
Date: Friday, January 29, 2016 11:34:43 AM

Thanks Mike,

I am forwarding your letter to the town clerk for inclusion into the town record.

Glenn Michel

Sent from my iPad

On Jan 29, 2016, at 10:35 AM, Elk Mountain Lodge <info@elkmountainlodge.com> wrote:

Dear Glenn and Town Council,

After being fully immersed in the winter travel management discussion for many months now, I feel I have gained some insight that will hopefully be valuable to you.

The real bummer is we actually could use some winter regulation but nobody will listen because it's coming from Keith Bauer, who everyone knows has his own agenda. If winter travel management comes up now at his request, you know he will ask for closures to certain user groups. He is using the system for his own interest and community knows it.

Everyone acknowledges the trailheads are the big issue. Why not ask the county to limit parking which will also address over use? We then have time to come up with a plan for winter travel management.

Please be aware of special interest groups and ask yourself what these groups will request. I personally feel like I'm middle of the road on this. I don't want closures(CBNC), and also don't want over use(snowmobilers).

Can we regulate without the full winter travel management plan? I think so.
Regulations seem fair, closure does not.

Thanks for your time.

Mike Nolan
Elk Mountain Lodge
Crested Butte, CO 81224
970-349-7533
info@elkmountainlodge.com

PROVIDING
*Help, Hope
& Healing*



THE CENTER FOR MENTAL HEALTH

www.centermh.org

January 11, 2016

Crested Butte Town Council
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Re: Town of Crested Butte Community Grant Award

Dear Crested Butte Town Council:

The Center for Mental Health wants to thank you so much for your financial contribution of \$3,000 to our organization. This generous donation will go toward the cost of providing much needed mental health and substance abuse services to residents of the Town of Crested Butte, including:

- The provision of emergency mental health services at no cost, 24-hours a day to anyone needing assistance,
- The sliding fee scale which helps make substance abuse and mental health services affordable for those who have no insurance, yet have limited income.

We appreciate the opportunity to partner with you as we work to provide care to the underserved and the most fragile among us.

We look forward to a continuing beneficial relationship with you as we explore and expand mental wellness opportunities.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jon Gordon". The signature is fluid and cursive, written over the typed name.

Jon Gordon, Executive Director
The Center for Mental Health

ADMINISTRATIVE OFFICE
P.O. Box 1208
2130 E. Main
Montrose, CO 81402
970.252.3200 PHONE
970.252.3208 FAX

P.O. Box 1208
605 E. Miami
Montrose, CO 81402
970.249.9694 PHONE
970.249.2955 FAX

107 W. 11th St.
Delta, CO 81416
970.874.8981 PHONE
970.874.4169 FAX

P.O. Box 898
710 N. Taylor
Gunnison, CO 81230
970.641.0229 PHONE
970.641.2949 FAX

P.O. Box 366
1350 Aspen St., Suite B
Norwood, CO 81423
970.327.4449 PHONE
970.327.4676 FAX

From: [Glenn Michel](#)
To: [Erika Vohman](#); [Lynelle Stanford](#)
Subject: Fwd: Support for revisiting the Gunnison Forest Travel Management Plan
Date: Thursday, January 28, 2016 10:53:33 AM

Sent from my iPhone

Begin forwarded message:

From: "gareth & linda roberts" <glbutte12@gmail.com>
Date: January 27, 2016 at 8:04:19 PM MST
To: Glenn Michel <glennmichel@crestedbutte-co.gov>
Subject: Re: Support for revisiting the Gunnison Forest Travel Management Plan

Please forward this to Vohman as her email was rejected. Also please forward this so it is included in the record.

Thanks so much,
Linda Roberts

On Thu, Jan 28, 2016 at 4:01 PM, gareth & linda roberts <glbutte12@gmail.com> wrote:

Greetings,

Last week's CB News indicated that you all were looking for public comment on whether Town Council should join in encouraging the Forest Service to revisit the current plan, as they are required to do by a recent lawsuit anyway.

I would encourage you to give support to a review and to encouraging Gunnison County to address trail head management. It was mentioned that it is 5 years until the current plan expires. I don't know if that is true, however, 5 years may be how long it will take to get data, get players to the table & arrive at a plan that we all can live with.

Regarding the current situation:

1. Currently it can be a parking zoo out at the trail heads.
2. Currently, there is no enforcement of the current plan, so of course it is working great for snowmobilers. No one is enforcing permitting up the Slate or Washington Gulch.
3. Snowmobiles have changed over 21 years. They are more high powered, can go more places, need to be snow cooled so that they can't just stay on the road. Also, there are quieter, less smelly snowmobiles that perhaps could be allowed instead of the current ones.
4. While snowmobilers may not mind skiers too much, it doesn't work the same for skiers. I was skiing Mike's Mile in December and the roar of snowmobiles

up the Slate ruined the serenity of the ski.

5. We need to look to the future and determine if we really want to become another Snowmobile Destination. As with summer, we need to be thoughtful about the type of tourist we want to come and share our paradise. The CBMR Snowmobile Events I think are a very bad idea. They bring visitors that don't know the "travel management plan" and don't play by our rules. While I will tolerate friends & neighbors doing their own thing in the backcountry, we should not encourage the snowmobile industry to tear up our back yard.

For these reasons and more, please support a revisiting by all players of the Gunnison Forest Travel Management Plan.

Sincerely,
Linda Roberts
12 Ruth's Rd



PO Box 1269
Crested Butte, CO 81224
(970) 349-1707
info@cbnordic.org

1-21-16

Dear Town of Crested Butte Town Council,

As the organization that represents over 500 season pass holders and human powered users, Crested Butte Nordic supports Silent Tracks mission and goal of a more balanced use of our winter public lands.

Of the six drainages north of Round Mountain, one is primarily motorized, one is non-motorized and the remaining four are mixed use. While "mixed use" works quite well when the density is low, (such as when the current gang of nine's plan was adopted) once it hits a "tipping point" studies show that quiet users leave motorized areas as they are looking for a different experience. Such is the case with some of the drainages surrounding Crested Butte. Quiet users are feeling pushed out as the attached survey indicates.

As winter travel discussions continue, it is important to recognize the motorized users have no incentive to "come to the table." Comments heard at Tuesday night's council meeting echo that reality. "There is no problem." "Go slow, this really isn't an issue." "It's really only a handful of individuals who don't like the sound of snowmobiles." "Some people just don't know how to share."

The issue is much larger than this. There is nothing even remotely sustainable about our current winter travel plan. Revisiting winter travel is about thoughtful and strategic planning of our public lands so that the experience is as high of quality for as many users as possible twenty years or longer into the future. It's that simple.

CB Nordic has experienced strong growth the last few years and we believe that will continue. We utilize our local backcountry for guided tours, for backcountry races, and for places to send our guests who are looking for something beyond groomed trails. We are a big economic driver for the town bringing thousands of guests to town each winter to experience all Crested Butte has to offer. The current winter travel plan is out of touch with what's happening today, and is compromising our ability to provide for our guests.

It is time to address this. Twenty years ago when the gang of nine adopted the current policy, there was no avalanche center making backcountry forecasts, only **one** person in the valley used Dynafit bindings, a 500cc snowmobile was a big sled, rando skis hadn't even made it to this country, there were no fat bikes, and no motorized snow bikes. Add all that to the increase in numbers and you have the situation we are facing in our local back-country today. It has completely exploded in the last five years as evidenced by our crowded trail-heads.



PO Box 1269
Crested Butte, CO 81224
(970) 349-1707
info@cbnordic.org

Our district ranger, John Murphy, wants to wait till the Forest Plan is completed, which will take a minimum of five years, quite possibly much longer. The current winter travel plan took three years to complete once it was started. If the community waits 8-10 years to address this, it will be a complete repeat of the summer issues we face today.

Scott Armentrout, our GMUG Forest Supervisor, told us they will bring winter travel to the front burner if the two Towns and the County indicate that it is a priority. That is why a letter from the Town, as Silent Tracks has suggested, is so important.

Let's not let winter get to the point that the summer overuse is seeing now. We can be proactive and do this right. It's never going to be easy, but it's easier to address it now than to wait till later.

Once the community knows that the FS will in fact address this, then the user groups can sit down together and start the dialog. We anticipate bringing in a neutral facilitator from out of town to work with the different user groups to come up with a plan. This individual would most likely be paid through grant monies from a neutral funding source, a common practice for winter travel issues.

Updating the winter travel plan is aligned with many of the Council's values for our community as stated on the town's website; Protect our High Quality of Life, Support a Sustainable and Healthy Business Climate, Maintain a "Real" Community, and Embrace Resource Efficiency/Environmental Stewardship. We are a progressive community, let's not this one slip through the cracks because we failed to act.

On behalf of CB Nordic's members and guests, please consider writing a letter to Scott Armentrout at the USFS urging him to make winter travel a priority so we can proactively address this important issue. Thanks you for your consideration. I'm happy to discuss this at any time.

Sincerely,

Keith Bauer
Director, CB Nordic

February 16, 2016

Work Session

Budget

New Business

Resolution and Pre-Annexation Agreement

Big Air on Elk

Sam Light – attorney focusing on local government referred by Tami Tanoue and covered by CIRSA

Elyse Ackerman – DOLA

Both Sam and Elyse will be presenting on Council roles and responsibilities.

Future Work Session Items (Could be amended based on retreats):

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Double Basements
- Sidewalk Seating Fee Discussion
- Drones