

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Tuesday, February 18, 2020
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

6:00 WORK SESSION

1) Update from County Commissioner Roland Mason.

6:15 2) Presentation by Jen Stepleton from the Colorado Division of Housing.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) February 3, 2020 Regular Town Council Meeting Minutes.

2) 2019 Year End Financial Summary.

3) Resolution No. 3, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Elk Avenue Partners LLC to Encroach Into the Right-of-Way Adjacent to Elk Avenue and Lots 1-4, Block 27, Town of Crested Butte.

4) Resolution No. 4, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing a Revocable License Agreement Between the Town of Crested Butte and Bailey's Crested Butte Properties, LLC and the McCormick Ranch Association, Inc for the Realignment of a Nordic Trail Across Lot 5, McCormick Ranch.

5) Public Art Commission Member Appointments.

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

7:06 PUBLIC COMMENT

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

7:15 STAFF UPDATES

7:25 Presentation by Ashley Bembenek from the Coal Creek Watershed Coalition.

7:40 NEW BUSINESS

1) Discussion on Creation of Engineer/Project Manager Staff Position.

8:00 2) Update on Town's Water Court Cases 16CW3085 and 16CW3086 with Town Water Attorney Scott Miller.

8:20 EXECUTIVE SESSION

1) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Potable Water Agreement for Lot 8, Trapper's Crossing.

8:55 PUBLIC HEARING

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

9:05 LEGAL MATTERS

9:10 COUNCIL REPORTS AND COMMITTEE UPDATES

9:25 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday, February 25, 2020 - 9:00AM to 5PM Council Retreat at The Center*
- *Monday, March 2, 2020 - 6:00PM Work Session - 7:00PM Regular Council*
- *Monday, March 9, 2020 - 6:00PM Work Session to Discuss Funding Mechanisms for Affordable Housing and Climate Action*
- *Monday, March 16, 2020 - 6:00PM Work Session - 7:00PM Regular Council*
- *Monday, April 6, 2020 - 6:00PM Work Session - 7:00PM Regular Council*

9:40 EXECUTIVE SESSION

1) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding the Redden affordable housing project funding agreement.

9:55 2) For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this

body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

10:15 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, February 3, 2020
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:00PM.

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

Staff Present: Town Manager Dara MacDonald

Town Clerk Lynelle Stanford and Finance Director Rob Zillioux (for part of the meeting)

Town Attorney John Sullivan was connected to the meeting by phone.

Schmidt mentioned the work session had been cancelled and rescheduled for the next meeting.

APPROVAL OF AGENDA

MacDonald informed the Council that GCSAPP had cancelled due to weather. Secondly, Kari Commerford wanted more time, so #1 from New Business was dropped.

Haver moved and Mitchell seconded a motion to approve the agenda with the amendment of dropping New Business item #1 from the agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) January 21, 2020 Regular Town Council Meeting Minutes.

2) Letter of Support for GCEA Charge Ahead Grant Application for Installation of DC Fast Charger in the Town of Crested Butte.

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

PUBLIC COMMENT

Glo Cunningham

- Appreciated the Council thinking out of the box regarding funding for affordable housing.
- However, there needed to be a different approach to this need, rather than taxing second homeowners, who contributed to the community.

- She suggested a committee be formed to help solve this urgent problem. She hoped to be a part of the committee.

Shelley Popke - Spoke on behalf of the Crested Butte Mountain Heritage Museum

- She accepted the Hart Award from History Colorado for the Tony's Conoco project.
- She thanked the Council for the cash match funding assistance and the Staff, especially Molly Minneman.

Kent Cowherd - 901 Teocalli Avenue

- He received a notice about a one-bedroom unit in Paradise Park that was for sale.
- He identified there were funds from the ADU settlement, and he recalled there was money remaining.
- He thought this opportunity was perfect for the Town to spend the ADU money on buying the unit.

STAFF UPDATES

- Schmidt and MacDonald attended CAST in Avon where they talked about plastics and the State preemption of local plastics prohibitions. Schmidt asked whether the Council wanted Staff to draft a letter, similar to the one from CAST, included in the packet, asking the State to support local control. Magner confirmed each municipality could legislate as they chose. The Council agreed to direct Staff to draft a letter.
- Mitchell reported the Town trucks were driving fast after Alley Loop.
- Schmidt asked about the Tesla X model that the Marshals were driving. MacDonald reported on the details. There were discussions on charging, performance, and vehicle features.
- Haver gave kudos to Zillioux for the collection of taxes from HomeAway/VRBO.

Annual Update by Executive Director Chris Larsen from Mountain Express.

Chris Larsen introduced himself. He referred to the 2019 annual report, capital plan, and budget in the packet, all approved by the Board of Directors. Mountain Express carried 712,000 passengers in 2019. January came in about 5% down from last year. They received no new busses in 2019 and would not receive any in 2020. He reviewed the plans for the lot in the Whetstone Industrial Park. There were no changes to the winter routes. Schmidt asked about the usage of the CB South bus. Kent Cowherd questioned regarding housing on the lots in the industrial park. MacDonald wondered about the search for Larsen's replacement.

NEW BUSINESS

1) GCSAPP Youth Mental Health and Substance Abuse Program Update and Funding Request.

Item removed from the agenda.

EXECUTIVE SESSION

Schmidt read the reason for Executive Session: for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding The Center for the Arts Lease.

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

The Council went into Executive Session at 7:27PM. The Council returned to open meeting at 8:09PM. Mayor Schmidt made the required announcement upon returning to open meeting.

PUBLIC HEARING

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

Schmidt read the title of the ordinance. He confirmed neither the lease nor the ordinance had been changed from the last meeting. MacDonald reported the current lease would be a 50-year lease with 10-year renewals. Subsection F, making sure the programming was affordable and accessible, was added. Previously, the changes were around lighting.

Joel Benisch, from The Center, affirmed they agreed with the lease as presented.

Schmidt confirmed proper public notice had been given. There were no comments made by the public. The public hearing was closed.

Magner moved and Haver seconded a motion to approve Ordinance No. 39, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

Schmidt questioned the hiring of a new Executive Director, and Benisch outlined the details.

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

Schmidt read the title of the ordinance, and he confirmed proper public notice was given.

MacDonald explained that Town’s water attorney had been dealing with the Turnbills’ water attorney. Town had not received follow up comments.

The public hearing was opened. There were no comments from the public. The public hearing was continued per Staff's request.

Haver moved and Bradley seconded a motion to continue the public hearing to the February 18th meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

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

Schmidt read the title of the ordinance and confirmed proper public notice was given. He opened the public hearing. No one from the public commented. The public hearing was closed.

Haver moved and Bradley seconded a motion to approve Ordinance No. 4, Series 2020. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Mona Merrill

- She missed the STOR meeting and tried to get together with Dave Ochs. She needed more information to present what happened. They talked about the Master Trail Plan. They would discuss e bikes at the next meeting.
- Schmidt was at the CDOT meeting. There was a presentation by a Federal agency that worked on roads through the forest, and they were expanding to trails.

Laura Mitchell

- Attended the meeting at the school regarding the potential expansion. She suggested a concurrent conversation with CDOT about traffic.

Mallika Magner

- The Chamber had their Crafted festival on Saturday. She volunteered at the event. It was a big success.

Candice Bradley

- She was not able to attend the Public Art Commission meeting.
 - They were talking about the Big Mine public art project and a possible designated graffiti zone.
 - The temporary sculptures would be reinstalled on June 1st.

Jim Schmidt

- After the last meeting, he had breakfast with second homeowners who were interested in donating money to fund housing. He directed them to talk with the Valley Housing Fund.
- MacDonald and he attended CAST in Avon.
 - They talked about polystyrene bans.
 - There was a presentation on cigarettes. Aspen had an aggressive cigarette policy, which he reviewed. He was impressed with what Aspen did. He thought the Council needed to discuss flavored tobacco products.
 - Avon reported on their Climate Action Plan.
 - Magner asked if they talked about Avon's empty house tax.
- He went to the planning meeting at the school with Mitchell and MacDonald. He thanked Mitchell for bringing up the intersection.
- He attended the CDOT meeting.
 - They would do the Little Blue project in 2021.
 - This next summer, CDOT would chip and seal between Gunnison and Montrose.
 - They would rebuild parts of Highway 92 but not at the same time as the Little Blue project.
 - The intersection of Highways 285 and 50 would become a roundabout.

Kent Cowherd referred to his presentation at a previous meeting. He knew of a private party that might be able to sponsor affordable housing.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt mentioned the work session next Monday to discuss the empty house tax. He wanted a discussion on all possibilities for a housing tax, all in all. Haver thought they could preliminarily weigh out each idea. He agreed with Cunningham, from public comment, on forming a committee. Magner thought it would be great to get numbers in order to talk about Climate Action Plan funding to determine if revenue streams could fulfill these goals. MacDonald said they would have numbers on climate action planning by the middle of March. She suggested the Council find another date for a broader discussion. The Council agreed on March 9th. Haver confirmed they would be discussing expanding possible revenues for affordable housing and possibly having a committee. MacDonald explained the plan for the work session on March 16th for discussing climate action. Haver did not want the discussion to be too broad that it would not go anywhere. Merrill wanted to hear more about Green Indeed. She asked if they could use it as a mechanism to accept donations. MacDonald agreed it was a great tool, but the framework could not be developed until later this year.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, February 10, 2020 - 6:00PM Work Session to Discuss Empty House Tax

- *Tuesday*, February 18, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, February 25, 2020 - 9:00AM Council Retreat
- *Monday*, March 2, 2020 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt stated the next intergovernmental meeting would take place a week from Wednesday.

There was a brief discussion on a meeting hosted by Vail. Magner reported on what she learned at the meeting, specifically about climate action.

Schmidt mentioned there had been a tour of a composting facility.

Schmidt reminded the Council the next meeting would be on a Tuesday.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 8:57PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

February 18, 2020

To: Mayor and Town Council
From: Rob Zillioux, Finance and HR Director
Subject: **4th Quarter 2019 Financial Report**

Attached is the 4Q19 financial update for your review. Figures are generally shown as year ending 2019.

These are preliminary and unaudited.

Town remains financially strong. For the year, we were ahead of our revenue budget and slightly below our expense budget. Town Staff continue to manage spending with a close eye.

4Q19 Financial Summary

Town of Crested Butte

all numbers preliminary and unaudited



Major Revenue Sources - 2019

Town Sales Tax	2019 Total	2018 Total	\$ Diff	% Diff
BARS/REST	\$1,344,812	\$1,308,008	\$36,804	3%
RETAIL	\$1,117,411	\$1,109,208	\$8,203	1%
GROCERY	\$518,061	\$477,274	\$40,787	9%
LODGING	\$436,849	\$421,943	\$14,906	4%
CONST/HRDWR/AUTO	\$414,204	\$349,655	\$64,549	18%
OTHER	\$264,424	\$210,777	\$53,647	25%
SERVICE	\$206,141	\$191,477	\$14,665	8%
RETAIL:MMJ	\$120,040	\$136,434	(\$16,394)	-12%
Total Town Sales Tax	\$4,422,839	\$4,204,789	\$218,050	5%
County Sales Tax	\$548,317	\$535,126	\$13,191	2%
STR Excise Tax	\$302,714	\$285,447	\$17,267	6%
RETT	\$1,827,823	\$1,503,884	\$323,939	22%
Property Tax	\$1,023,250	\$1,006,612	\$16,638	2%
Total Major Sources	\$8,124,943	\$7,535,858	\$589,085	8%

Notes:

- Construction, Other, Grocery and Service consistently the highest growth category all through 2019.

Notes:

- RETT checks increasing in size as local housing inflation soars.
- Excluding RETT, major revenue sources up 4% in total

General Fund Expense Summary

<u>General</u>	<u>2019 Total</u>	<u>2019 Budget</u>	<u>Variance</u>	<u>Notes about variances:</u>
Marshals	\$944,983	\$908,208	\$36,775	Council approved 8th Marshal
Building	\$401,015	\$278,727	\$122,289	Allocation with Planning Department
Finance/HR	\$367,116	\$399,893	-\$32,777	Systems expenses / projects
Planning/GIS	\$356,374	\$381,726	-\$25,352	Allocation with Planning Department
General Government	\$354,268	\$311,821	\$42,447	Towing, Community Grant timing, and misc
Recreation	\$329,327	\$353,549	-\$24,222	Coaches, instructors and temp labor
Legal	\$222,861	\$203,100	\$19,761	Cypress project
Facilities Maintenance	\$212,745	\$232,143	-\$19,398	Maintenance projects under budget
Dyer Shop	\$201,699	\$258,861	-\$57,162	Expenses allocated to Street Fund
Administration	\$190,768	\$176,291	\$14,477	Broadband Region 10 (\$20k)
Clerk	\$183,625	\$193,488	-\$9,863	Master records project
Public Works	\$166,026	\$270,522	-\$104,496	Expenses allocated to Street Fund
Council	\$68,896	\$72,018	-\$3,122	Miscellaneous
Court	\$7,557	\$7,362	\$195	
Elections	\$4,600	\$11,000	-\$6,400	
TOTAL EXPENSES	\$4,011,861	\$4,058,709	-\$46,848	

Sewer & Water Fund Summary

	2019 Total	2019 Budget	Variance	
REVENUE				
SEWER CHARGES	745,683	741,522	4,161	
WATER CHARGES	641,179	626,572	14,607	
SEWER TAP FEES	501,304	350,000	151,304	} \$582,000 from Affordable Housing projects
WATER TAP FEES	394,805	250,000	144,805	
GRANT REVENUE	287,376	800,000	(512,624)	Limited grant revenue to manage within TABOR
SANITATION CHARGES	273,330	271,347	1,983	
INTEREST INCOME	96,486	10,000	86,486	Better investment strategy
ATAT CONTRIBUTION - MT CB	87,922	85,873	2,049	
WATER AVAILABILITY CHARGES	12,348	13,090	(742)	
SEWER AVAILABILITY CHARGES	11,052	11,890	(838)	
SEWER PRETREATMENT	9,928	10,529	(601)	
INTEREST & PENALTIES	6,266	5,000	1,266	
SEPTIC STATION FEES	5,922	5,000	922	
COMPOST FEES	5,900	7,500	(1,600)	
OTHER	5,757	2,000	3,757	
WATER METERS	1,825	750	1,075	
DEBT PROCEEDS	0	1,225,000	(1,225,000)	Water Plant loan proceeds will be taken 1Q20
TOTAL REVENUE	3,087,081	4,416,072	(1,328,991)	
TOTAL EXPENSES	4,128,024	4,192,687	64,662	Good expense management

Capital Fund Expense Summary *(abridged)*

	2019 Total	2019 Budget	Variance	
OPEN SPACE TRUST	531,290	1,000,000	468,710	Council approved Kikel parcel. Long Lake not yet incurred.
WAGES-FULL TIME	210,366	210,125	(241)	
OTH ADA lift	121,630	0	(121,630)	Expected in 2018, but incurred 2019
WAGES-SEASONAL	108,169	118,000	9,831	
PARK CAPITAL EQUIPMENT	75,615	75,000	(615)	
PARK MAINT SUPPLIES	47,135	45,500	(1,635)	
PARK MAINT PROJECTS	42,418	50,000	7,582	
BUILDING MAINT.	40,929	80,000	39,071	Project timing
Bldg Snow Removal	21,720	0	(21,720)	Big Snow year
CAPITAL EQUIPMENT	21,075	100,000	78,925	
OPEN SPACE MAINT	20,431	22,000	1,569	
AVALANCHE MITIGATION	15,000	15,000	0	
PW - Perimeter Fence	12,500	0	(12,500)	Expense timing / overlap with 2018
WAGES - TRAILS	10,340	8,489	(1,851)	
OVERTIME	9,090	10,000	910	
PORTABLE TOILETS	8,595	7,000	(1,595)	
CEMETERY	8,179	10,000	1,821	
BIKE PARK	6,856	0	(6,856)	Expense timing / overlap with 2018
ELK AVE HOLIDAY LIGHTS	4,200	4,200	0	
PEDESTRIAN BRIDGES	3,809	0	(3,809)	
WEED MANAGEMENT	2,999	3,000	1	
TREE PROJECT	2,543	2,500	(43)	
TOWN PARK PROJECT	0	450,000	450,000	Expenses incurred in Sales Tax Fund
CYPRESS LAND	0	350,000	350,000	Pushed to 2019
TOTAL EXPENSES	1,608,861	2,941,936	1,333,076	

Street & Alley Fund Summary *(abridged)*

	2019 Total	2019 Budget	Variance
REVENUE			
PROPERTY TAX-Street	575,507	600,000	(24,493)
PROPERTY TAX-Trans.	191,836	200,000	(8,164)
HIGHWAY USERS TAX	65,275	51,274	14,001
INTEREST & PENALTIES	2,031	1,922	109
TOTAL REVENUE	836,673	855,011	(18,338)
EXPENSES			
CAPITAL EQUIPMENT	157,274	205,000	47,726
LABOR-SNOW REMOVAL	153,149	94,000	(59,149)
Snow Removal - Trucking	131,875	0	(131,875)
LABOR-STREET MAINT	129,087	98,000	(31,087)
PAVING PROJECT	76,060	100,000	23,940
FUEL	52,520	25,000	(27,520)
REPAIR & MAINT STREETS	33,765	22,000	(11,765)
SNOW REMOVAL-SUPPLIES	32,820	40,000	7,180
ROUNDBOUT / SCHOOL ENTRANCE ENGINEERING	24,770	0	(24,770)
SIDEWALK REPAIR/MAINT	16,059	10,000	(6,059)
R&M VEHICLES	11,461	20,000	8,539
STRIPING	11,058	12,000	942
WEED SPRAY-ROW	11,000	11,000	0
STORM WATER PROJECT	8,886	10,000	1,114
ENGINEERING	7,034	20,000	12,966
STREET SIGNS	6,260	5,000	(1,260)
DAMAGE LIABILITY	3,369	0	(3,369)
STREET LIGHTS	2,690	2,500	(190)
PARKING LOTS	1,542	2,000	458
TOTAL EXPENSES	958,684	893,178	(65,506)

Notes:

- Bobcat budgeted, but not purchased in 2019.
- Winter of 2018-2019 had the highest cost for snow removal in recent past. 4,492 truck loads hauled from Town, including 900 off Elk. This amount surpasses the snowmagedden winter of 2016-2017, with 3,604 loads. Winter of 2017-2018 was only 350. Total expense incurred of \$280k
- Budgeted in another account

Affordable Housing Fund Summary

	2019 Total	2019 Budget	Variance	
REVENUE				
PARADISE UNIT SALE	1,689,120	1,690,000	(880)	
RETT CONTRIBUTION	550,000	550,000	0	
EXCISE TAX	302,714	255,000	47,714	
PARADISE PARK SALES	68,640	0	68,640	AF lot sales
HOUSING PMT IN LIEU	66,070	60,000	6,070	
RED LADY RENT/SALES	40,406	6,555	33,851	
DUPLEX/RANCH HSE RENT	13,610	38,000	(24,390)	
TOTAL REVENUE	2,730,560	2,599,555	131,005	
EXPENSES				
PARADISE PARK DUPLEX BUILD	1,043,033	1,050,000	6,967	
AFFORDABLE HOUSING TAPS	582,000	528,000	(54,000)	
TOWN RENTAL BUILD	420,000	620,000	200,000	
Block 76 PROJECT BUILD	319,388	0	(319,388)	Sprinklers and other costs
HOUSING AUTHORITY	58,748	58,000	(748)	
HOUSING MAINTENANCE	23,320	33,000	9,680	
UTILITIES	8,343	2,000	(6,343)	
OTHER EXPENSES	4,068	0	(4,068)	
TRAVEL & ED	999	1,500	501	
LEGAL FEES	0	10,000	10,000	
INSURANCE	0	6,000	6,000	
TOTAL EXPENSES	2,459,899	2,308,500	(151,399)	

Debt Schedule

	Year	Term	Interest Rate	Principal	Current Balance	2019 Payments	Maturity Date
Water Tank	2012	20 years	2%	\$400,000	\$272,960	\$24,788	2032
Wastewater Treatment Plant	2017	20 years	2%	\$2,500,000	\$2,332,247	\$154,926	2037
Wastewater Treatment Plant clarifier	2011	20 years	2%	\$1,900,000	\$1,204,580	\$90,766	2030
Sub-Total as of May 2019				\$4,800,000	\$3,809,787	\$270,480	
<i>Approved 2020 WTP Loan</i>	2020	20 years	2.5%	\$2,025,000	\$2,025,000	\$129,899	2040
Total				\$6,825,000	\$5,834,787	\$400,379	

Notes:

- Mt Emmons \$2.11m – ballot measure approved debt
- 2020 Water Treatment Plan project \$2,025,000. Loan approved by CWR&PDA, but Town will not take out until 1Q20. 2019 Project funded through Enterprise Fund reserves and cash flow.
- Water / Sewer Rates not raised for 2019. However, were raised for 2020 so as to cash flow increased debt.

Cash Position

	Closing Balance			Interest Rate			Implied Full Year Interest		
	Dec - 19	Dec-18	Dec-17	2019	2018	2017	2019	2018	2017
Bank of the West	\$13,001,225	\$15,063,135	\$18,987,209	1.75%	0.22%	0.22%	\$227,521	\$33,139	\$41,772
Crested Butte Bank	\$0	\$0	\$165,143			0.50%	\$0	\$0	\$826
Community Banks of Colorado	\$167,785	\$165,143	\$0	1.60%	1.60%		\$2,685	\$2,642	\$0
ColoTrust	\$7,930,617	\$5,801,494	\$738,434	2.56%	2.59%	1.51%	\$203,024	\$150,259	\$11,150
Total	\$21,099,627	\$21,029,772	\$19,890,786				\$435,249	\$186,040	\$53,748

Notes:

- Approach is to protect taxpayer / Town funds, while maximizing returns in secure investments
- May continue to invest more with ColoTrust while maintaining sufficient operating funds in Bank of the West
- We are now receiving meaningful interest income with Bank of the West
- Annual interest income increase of +/- \$340,000 as compared to 2017
- Cash position is not the same as Reserves. For example, our \$3.8mm debt balance in the Enterprise Fund nets against cash position to calculate Reserves.



Staff Report

February 18, 2020

To: Town Council

Thru: Dara MacDonald, Town Manager, Michael Yerman, Community Development Director and Shea Earley, Public Works Director

From: Jessie Earley

Subject: Revocable License Agreement (RLA), 330 Elk Avenue/407 Fourth Street, Block 27, Lots 1-4, Elk Avenue Partners LLC

SUMMARY:

The owners of the building located at 330 Elk Avenue/407 Fourth Street would like to heat the sidewalk in front of their building, currently under construction. The sidewalk measures 6' x120' and ADA ramp is 9'6"x 8'3" and is on town right of way (shown in "Exhibit B" of the RLA). Use of the public right of way requires such an agreement per the Public Works Director. The BOZAR recommended approval at the October 29, 2019 meeting.

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

RECOMMENDED MOTION:

A Councilmember make a motion followed by a second to approve Resolution 3, Series 2020 for a license agreement with Elk Avenue Partners LLC to allow the heating of the sidewalk adjacent to Elk Avenue and Lots 1-4, Block 27 as part of the consent agenda.

RESOLUTION NO. 3

SERIES NO. 2020

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO ELK AVENUE PARTNERS LLC TO ENCROACH INTO THE RIGHT-OF-WAY ADJACENT TO ELK AVENUE AND LOTS 1-4, BLOCK 27, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Elk Avenue Partners LLC to encroach into the right-of-way adjacent to Elk Avenue and Lots 1-4, Block 27, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license to Elk Avenue Partners LLC to encroach into the right-of-way adjacent to Elk Avenue and Lots 1-4, Block 27, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors 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 Elk Avenue Partners LLC to encroach into the right-of-way adjacent to Elk Avenue and Lots 1-4, Block 27, Town of Crested Butte, by installing heat tubing in the sidewalk is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

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

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

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

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 20___, by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Licensor**”), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and ELK AVENUE PARTNERS LLC (“**Licensee**”), P.O. Box 836, Crested Butte, CO 81224-0836.

RECITALS:

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

Block 27,
Lots 1-4,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 330 Elk Avenue/407 Fourth Street, Crested Butte, Colorado 81224 (the “**Premises**”).

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

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

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

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

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the “**License**”) to keep and maintain the improvements,

which is the heating of the sidewalk via tubing adjacent to Lots 1-4, Block 27, as described in **Exhibit “A”** (the “**Improvements**”) attached hereto on the Public Property in the location set forth on **Exhibit “B”** attached hereto.

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

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

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

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

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

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

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

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

6. **Insurance.**

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

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

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

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

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

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

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

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

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

11. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Colorado; (b) it has full power and authority to execute, deliver and perform its obligations under this

Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

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

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

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

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

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

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

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

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

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk

[SEAL]

LICENSEE:

Elk Avenue Partners, LLC

_____,

By: _____
Name: _____
Title: _____

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 _____, _____ of Elk Avenue Partners, LLC on behalf of said entity.

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

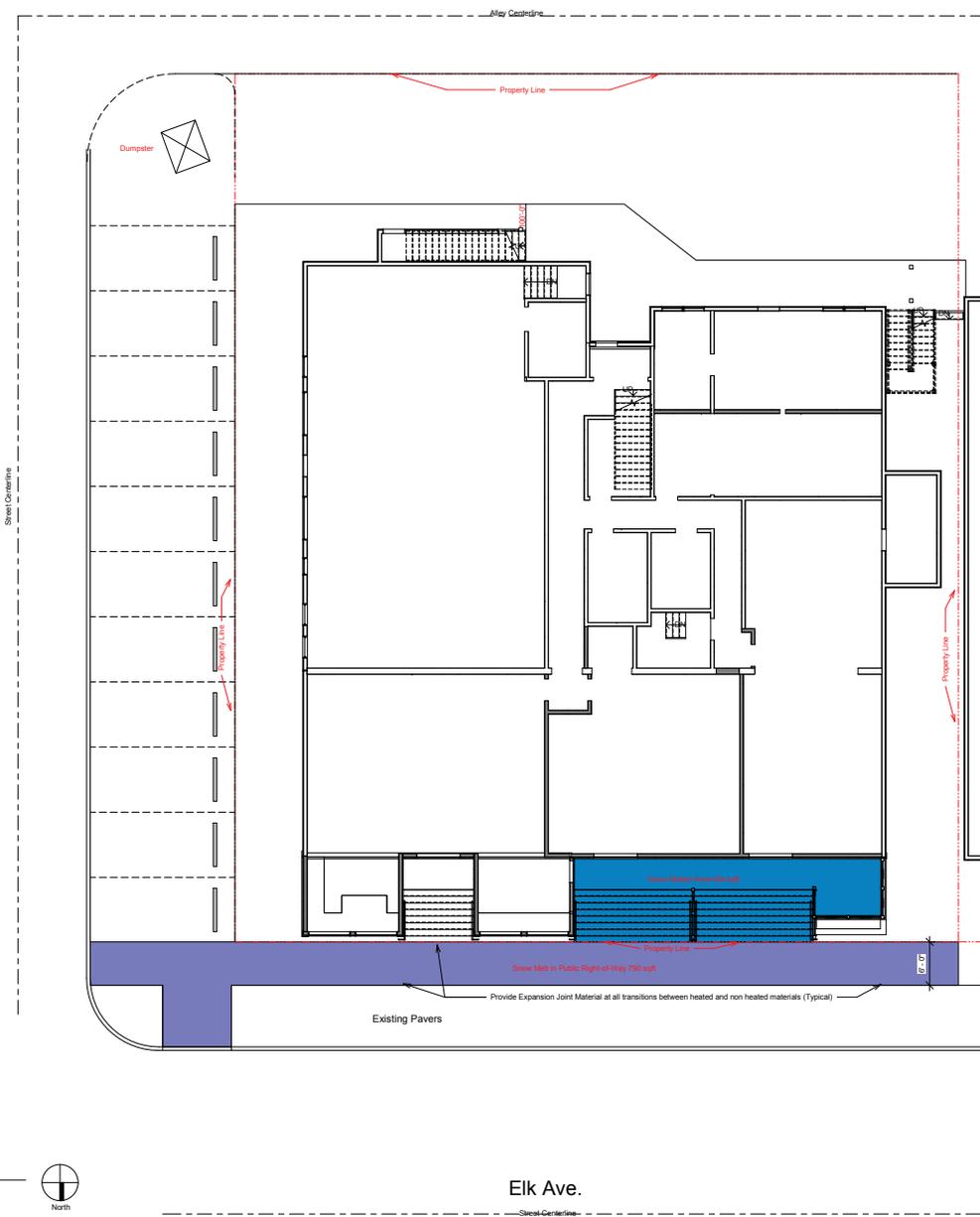
Notary Public Signature

EXHIBIT "A"

A 6' x 120' section of the Elk Avenue sidewalk and 9'6"x8'3" ADA ramp, right of way, adjacent to Lots 1-4, Block 27.

EXHIBIT "B"

Exhibit B : Elk Avenue Partners LLC
 330 Elk Avenue/407 Fourth Stree
 Block 27, Lots 1-4
 Sidewalk = 6'x120'
 ADA Ramp = 9'6" x 8'3"



- Hydronic Snow Melted Area (Private)
 - Hydronic Snow Melted Area (Right-Of-Way)
- All exterior Snow Melted Areas as shown shall be provided with R10 rigid insulation as a thermal break between concrete slab and grade.
 All transition joints between heated and non heated materials / surfaces shall be provided with an expansion joint material (Thermal Break).
- Snow Melt
1/4" = 1'-0"



Issues:

Date	Description
07/19/2019	BOZAR Submittal
09/27/2019	Contractor Review Set
10/06/2019	Contractor - Revised Main Level Plan
10/11/2019	Permit Review Submittal
12/16/2019	Owner Review Set
01/06/2020	BOZAR - Submittal (Revisions)
01/13/2020	Permit / Construction Submittal (Revised)
01/15/2020	Permit / Construction Submittal (Revision 1)
01/16/2020	Permit / Construction Submittal (Revision 3)

Project:
Donitas - Renovation
 Elk Ave Partners LLC

Issue Date: 01/16/2020 Drawn by: Author

Sheet Title:
 Revocable License Plan **A0.01b**

Copyright © 2020 by Sunlit Architecture, LLC Time Stamp: 1/16/2020 1:08:55 PM L:\Sunlit\Projects\307\Donitas_Expansion\15718 - Donitas_Expansion - office.rvt

1 Site - Snow Melt Plan
 1/8" = 1'-0"



Elk Ave.



Staff Report

February 18, 2019

To: Mayor and Town Council

From: Mel Yemma, Planner I

Thru: Michael Yerman, Community Development Director

Subject: Resolution No. 4, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing a Revocable License Agreement between the Town of Crested Butte and Bailey's Crested Butte Properties, LLC and the McCormick Ranch Association, Inc. for the Realignment of a Nordic Trail across Lot 5, McCormick Ranch.

Background: The McCormick Ranch plat, which was recorded on August 18, 2000 at Reception No. 504295, includes numerous Nordic ski easements held by the Town of Crested Butte. Bailey's Crested Butte Properties, LLC, the owner of Lot 5, McCormick Ranch, along with the McCormick Ranch Association, the Town, and Crested Butte Nordic, have agreed to realign the location of the existing Nordic ski trail across Lot 5, in a new trail alignment that is shown in the attached revocable license agreement (RLA). The new trail will be roughly parallel to the easterly boundary of Lot 5. The trail will be maintained by Crested Butte Nordic, under the same parameters as all of the other platted Nordic ski easements on McCormick Ranch.

If the RLA is approved, the Town will contribute up to \$1,000 to cover 50% of the attorney fees and will have a survey prepared for the new trail location within 3 months. These expenditures will come out of the Town's Open Space fund and have already been budgeted for in the 2020 budget.

The Town will retain the previous McCormick Ranch Nordic ski easements if the RLA is ever revoked. This ensures that these platted trail easements remain on Lot 5 if the parties decide to revoke the RLA. Finally, Crested Butte Nordic has agreed to provide Nordic passes to the property owners for the duration of the RLA.

Recommendation: For the Town Council to approve Resolution No. 4, Series 2020 as part of the Consent Agenda.

RESOLUTION NO. 4

SERIES NO. 2020

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING A REVOCABLE LICENSE AGREEMENT BETWEEN THE TOWN OF CRESTED BUTTE AND BAILEY'S CRESTED BUTTE PROPERTIES, LLC AND THE MCCORMICK RANCH ASSOCIATION, INC. FOR THE REALIGNMENT OF A NORDIC TRAIL ACROSS LOT 5, MCCORMICK RANCH

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 enter into a revocable license agreement with Bailey's Crested Butte Properties, LLC and the McCormick Ranch Association, Inc. for the realignment of a Nordic trail across Lot 5, McCormick Ranch; and

WHEREAS, the Town Council hereby finds that entering into a revocable license agreement with Bailey's Crested Butte Properties, LLC and the McCormick Ranch Association, Inc. for the realignment of a Nordic trail across Lot 5, McCormick Ranch owned by Bailey's Crested Butte Properties, is in the best interest of the Town and the health, safety and welfare of the residents and visitors 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 entering into a revocable license agreement with Bailey's Crested Butte Properties, LLC and the McCormick Ranch Association, Inc. for the realignment of a Nordic trail across Lot 5, McCormick Ranch, owned by Bailey's Crested Butte Properties is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

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

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is entered into this ____ day of _____, 20__ between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, Bailey’s Crested Butte Properties, LLC, an Arkansas limited liability company (“Owner”), whose address is 1400 W. Markham, Suite 202, Little Rock, AR 72201 and The McCormick Ranch Association, Inc., a Colorado non-profit corporation (“Association”), whose address is c/o Toad Property Management, P.O. Box 2776, Crested Butte, CO 81224.

RECITALS

A. The McCormick Ranch plat was recorded on August 18, 2000, at Reception No. 504295 of the records of the Gunnison County Clerk and Recorder.

B. Owner is the current owner of Lot 5 of The McCormick Ranch, which contains 36.16 acres (“Owner’s Property”).

C. Association is the property owner’s association for The McCormick Ranch.

D. Town, Owner and Association agree to realign the location of the existing Nordic ski trail across Owner’s Property as provided in this Revocable License Agreement, which sets forth their agreement for the trail realignment.

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

1. Grant of License. Owner hereby grants the Town a revocable license Forty feet (40’) wide (“License”) near and roughly parallel to the easterly boundary of Lot 5 (“License Area”) for the purpose of locating a Nordic ski trail within the License Area. The License Area upon Owner’s Property is depicted in yellow on attached **Exhibit A**. The Town and its agents (such as Crested Butte Nordic) shall be jointly and severally responsible for maintaining the Nordic ski trail within the 40 foot License Area and for enforcing compliance with all terms and conditions of this Revocable License Agreement. Exercising

its authority under the Declaration of Protective Covenants of The McCormick Ranch bearing Reception No. 504296 in the office of the Gunnison County Clerk and Recorder, the Association hereby approves the foregoing License.

2. Miscellaneous Provisions.

- 2.1 Dogs are prohibited on Owner's Property.
- 2.2 Within 3 months and at its expense the Town will prepare a map of the License Area, overlaid on the plat of The McCormick Ranch and provide a copy to the Owner and to The McCormick Ranch Association.
- 2.3 The Town will provide the Owner of each lot in The McCormick Ranch with 2 annual Crested Butte Nordic ski passes plus 6 day passes. The Town's obligation to provide these ski passes will remain effective until such time as Owner or Association revokes this License pursuant to Paragraph 3.
- 2.4 The Town agrees to reimburse 50% of all reasonable attorneys' fees, not to exceed \$1,000.00 as the Town's contribution, incurred by Association to prepare this Revocable License Agreement.

3. Duration of License. The Nordic ski trail located within the License Area may be used until Owner or the Association revokes the License. If Owner or Association desires to revoke the License, Owner or Association, as the case may be, shall notify the Town in writing that it is revoking the License not less than thirty (30) days prior to the date on which Owner or Association intends the License to end. Upon receiving such written notice, the Town will inform Crested Butte Nordic that the trail in the License Area must be abandoned and removed from Lot 5. The parties agree that this Revocable License Agreement provides for a Nordic skiing trail License and will not waive, release or otherwise affect the Town's perpetual easements for Nordic skiing granted under the Declaration of Protective Covenants of McCormick Ranch or the McCormick Ranch subdivision Plat recorded in the office of the Gunnison County Clerk and Recorder.

4. Indemnification. The Town hereby undertakes to indemnify, defend and hold harmless Owner and Association, their representatives, successors and assigns, from any and all cost, expense, damage or claim of any kind, including reasonable attorneys' fees, arising from or relating to, directly or indirectly, use of the License granted in this Revocable License Agreement.

5. Attorneys' Fees. If any legal action is commenced or maintained in court, whether in law or in equity, to interpret, enforce or construe this Revocable License Agreement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys' fees together with all reasonable costs and expenses incurred, including expert witness fees and costs.

6. Binding Agreement. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, legal representatives and heirs.

7. Prohibition Against Recording. This Revocable License Agreement shall not be recorded in the office of the Gunnison County Clerk and Recorder.

EXECUTED this ___ day of _____, 20__.

**Bailey's Crested Butte Properties, LLC,
an Arkansas limited liability company**

**Town of Crested Butte, a Colorado
Home Rule Municipal Corporation**

By: _____
John S. Bailey, Manager

By: _____
Jim Schmidt, Mayor

**The McCormick Ranch Association, Inc.,
a Colorado non-profit corporation**

Attest: _____
Lynelle Stanford, Town Clerk

By: _____
Scott Nelson, President

State of Colorado)
) ss.
County of Gunnison)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__, by Jim Schmidt, Mayor, and Lynelle Stanford, Town Clerk, on behalf of the Town of Crested Butte, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

State of _____)
) ss.
County of _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__, by John S. Bailey, Manager of Bailey's Crested Butte Properties, LLC, an Arkansas limited liability company.

Witness my hand and official seal.

My commission expires:

Notary Public

State of _____)
) ss.
County of _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__, by Scott Nelson, President of The McCormick Ranch Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

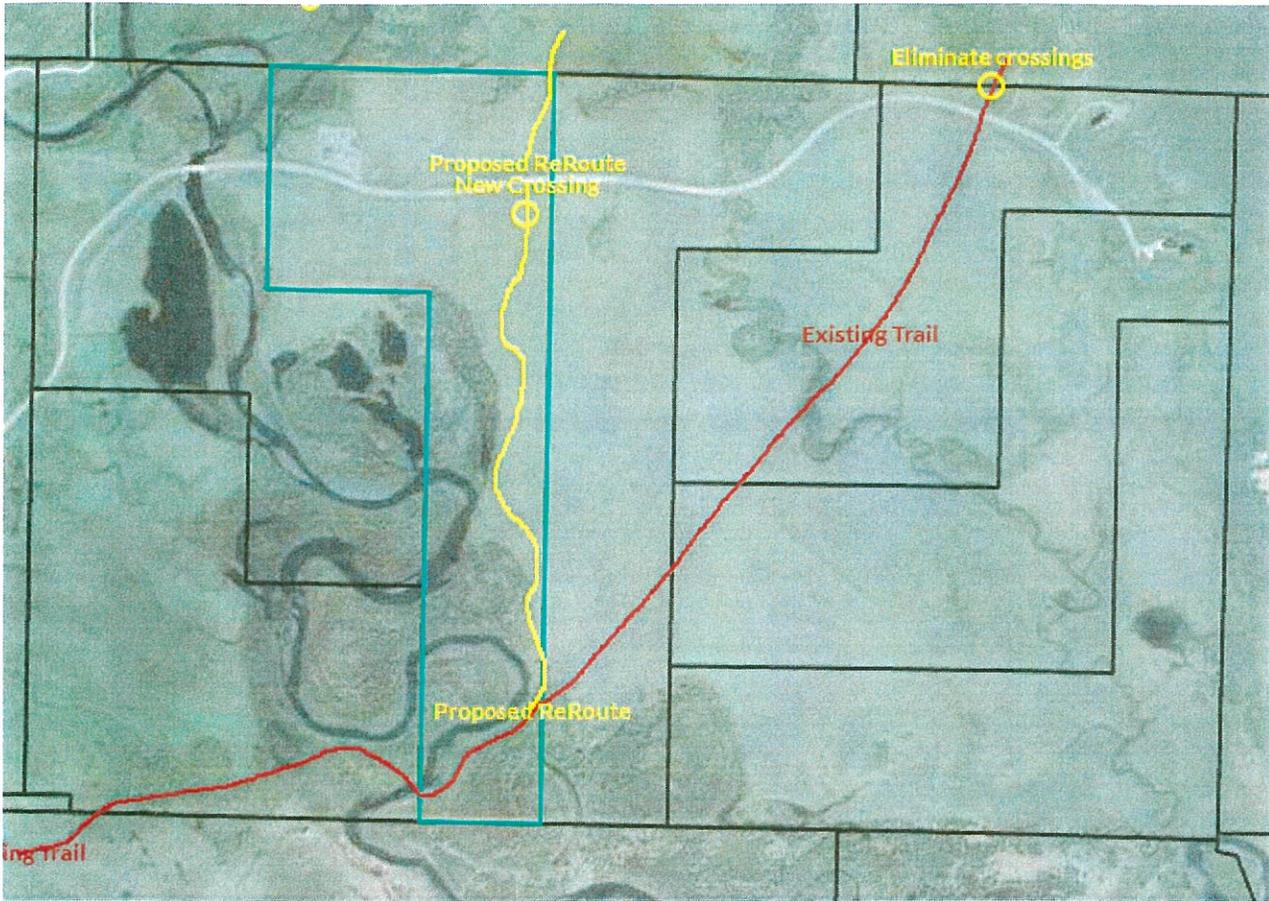


Exhibit A



Staff Report

February 18, 2019

To: Mayor and Town Council

From: Mel Yemma, Planner I

Thru: Michael Yerman, Community Development Director

Subject: **Appointment of Public Art Commission Members**

Background: As part of Ordinance No. 36, Series 2019, the Creative District Commission was replaced by a seven-member Public Art Commission. Five members of the Creative District Commission transitioned to the Public Art Commission last fall. The remaining two seats were advertised throughout the fall and early winter.

Kathy Fornaris and Samantha Castillo submitted applications for the Public Art Commission and were interviewed by a committee comprised of three commission members and two Town staff members. The committee recommends the appointments of both Kathy Fornaris (for a two-year term (2020-2021)) and Samantha Castillo (for a one-year term (2020)) to the Public Art Commission.

Recommendation: For the Town Council to approve the appointments of Kathy Fornaris for a two-year term and Samantha Castillo for a one-year term to serve on the Public Art Commission, as part of the consent agenda.

APPLICATION
Public Art Commission
Town of Crested Butte, Colorado

<i>For Office use only</i>	40
Length of Term	_____
Date Appointed	_____
Date completed	_____

The Crested Butte Public Art Commission is a Commission under the authority of the Town of Crested Butte. The Public Art Commission administers the [Town's Arts in Public Places Policy](#) (AIPP) and oversees the implementation and maintenance of Public Art in the Town of Crested Butte. The Public Art Commission is a partner with the Crested Butte Creative District, a certified Colorado Creative District.

Name: Catherine Fornaris

Address: 321 ½ Sopris
Physical

PO Box 1715
PO Box

Crested Butte 81224
City Zip

Phone: 435-260-8315

E-mail: cathyfornaris@gmail.com

How long have you lived in the Gunnison Valley? *(Required to be a permanent resident in Gunnison County)*
15 years

Why are you interested in being involved in the Public Art Commission?

I am interested in the future of art and creativity in the Gunnison Valley. I feel art and expression creates and supports a community of life-long learners that are engaged with expanding and challenging themselves. I believe we need dynamic communities that foster art, creativity, healing and connection in today's world. Creating these opportunities brings our community together and helps create a more resilient and compassionate world with more resilient and compassionate citizens. Having a town that exudes art in a public manner creates an ambiance for residents and for visitors to appreciate expression and creativity every day.

Please explain your past and/or current experience do you have with public art?

I have lived in several communities that have moved in this direction and it changes the feel of the place. I think it helps create a sense of place for those who live there. I have helped friends with displays in other locations and have helped friends with public dance performances. I have truly been inspired and impressed with the diversity and the amount of public art that has been created over the years in Crested Butte. It involves so many of our talented locals and creates a unique community feel.

Please explain your past and/or current experience relating to the Arts or the community that will help you in fulfilling the duties as a Public Art Commission member?

I have always enjoyed all forms of art and have been supportive of all forms in our community over the years. I support the Crested Butte Arts Center and participate in many of those activities. I have been a part of the Move the Butte as that is a natural form of expression for myself. I have also pushed myself to explore other avenues in painting, pottery, wood working and metal working as well. I have lived in the

valley and a hold a community of very diverse friends that offer many different things to our community. I have the connections to pull in varied talents to add to our current Public Art displays.

Please explain what unique skills will bring to the Commission:

I have been in and out of Crested Butte for over 20 years. The community always brings me back. I hold dear friends and a strong community here. I would like the opportunity to give energy back to it in this manner.

I feel my strengths are the ability to build rapport and relationships that move toward productivity and collaboration.

Cathy Fornaris

January 15, 2020

Signature

Date

APPLICATION
Public Art Commission
Town of Crested Butte, Colorado

For Office use only	
Length of Term	_____
Date Appointed	_____
Date completed	_____

The Crested Butte Public Art Commission is a Commission under the authority of the Town of Crested Butte. The Public Art Commission administers the [Town's Arts in Public Places Policy](#) (AIPP) and oversees the implementation and maintenance of Public Art in the Town of Crested Butte. The Public Art Commission is a partner with the Crested Butte Creative District, a certified Colorado Creative District.

Name: AMANTHA CASTILLO

Address: 430 Belleview Ave #204 / P.O. Box 422 Crested Butte
Physical PO Box City Zip

Phone: 940-390-8975 81224

E-mail: SamanthaC392@gmail.com

How long have you lived in the Gunnison Valley? (Required to be a permanent resident in Gunnison County)
August 2020 - 5 years

Why are you interested in being involved in the Public Art Commission?

I want to give back to our artistic community and be a helpful part in some way - be a part of the creative district.

Please explain your past and/or current experience do you have with public art?

I have co-operated in city cleanups and wall art in an organizational manner. I have co-operated

Please explain your past and/or current experience relating to the Arts or the community that will help you in fulfilling the duties as a Public Art Commission member?

I have worked with artists all my life in some way - here in Crested Butte I became a member of the art circle weekly @ Oh Be Joyful gallery; my communication skills.

Please explain what unique skills will bring to the Commission:

My experience in customer service ^{working with people} my understanding of the art community in our town. My passion for beauty and art relating to the urban venue.

Samantha Castillo
Signature

1-21-2020
Date



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: February 18, 2020

Town Manager

- 1) Mt Emmons update – The MOU parties met on February 4th including Barbara, Shea, Dara and Ashley Bembeneck from Crested Butte, David Baumgarten and Matt Hoyt from Gunnison County along with folks representing a variety of State agencies and the Mt. Emmons Mining Company. The local agencies proposed three working groups to focus on specific issues moving forward: Conditional water rights, Water quality standards and permit, Regulatory standards, financial assurance and ultimate disposition of mining and millsite claims. The State and Mt. Emmons Mining Company are interested in this approach and we are in the process of setting follow-up meetings for each of these working groups.
- 2) Mayors & Managers – Attached are my notes from the Mayors and Manager's meeting on February 10th.
- 3) Kebler Trailhead Citizen Advisory Group – We are forming a small group of the various interests that use the trailheads on Kebler to discuss parking issues and possible solutions. It will be representatives of the County, the Forest Service, the Irwin residents, and the Forest Service permittees. The County met with the Forest Service prior to a bigger group meeting and we wondered if the Town of Crested Butte might want to have a representative to the group?
- 4) Council retreat, Feb 25th 9:00 – 4:00, Center for the Arts Community Room – The morning will be spent on team building and group dynamics skill building with Sandy Blaha. Department heads will join the meeting at 1:00 and for the remainder of the day I was planning to lead discussion around the 5 year goals and 2020 priorities and associated workplans. Please let me know if there are any specific topics or needs you would like to address during the afternoon.
- 5) Closure of Gothic Rd. – RMBL has asked the County if Gothic Rd. could be closed from Snodgrass to Gothic townsite from approximately 7:00 a.m. – 9:00 a.m. The Board of County Commissioners requested Marlene get input from the Town of Crested Butte and the USFS. Does the Council have an opinion they would like to express to the BOCC on this request.

Public Works

- 1) Below is a report, year to date, for snow fall, haul quantities, and current snow storage capacities with in the Town of Crested Butte.

SNOW REPORT										
	Snow Fall Totals (YTD)	Number of Hauls (Town)	Number of Hauls (Contractor)	Snow Storage % Full						
				The Hill	Gas Café	1st - Beckwith	Ruths Road	Gothic - Gothic	Gravel Pit	Contractor Lots
2/12/2020	87.6 IN	1568	36	15%	40%	40-50%	20%	40%	50%	50-100%

Marshals

- 1) Annual report – Attached is the 2019 annual report for the Marshal
- 2) On February 12th, the Marshal's Office hosted a training/meeting with Mt CB Police, the Gunnison District Attorney's Office, Juvenile Services, Mental Health and Victim's Services.

Parks & Rec

- 1) The Request for Bids for the Hockey Changing Rooms Project has been posted on the Town's website and will be in the CB News and Gunnison Times in the following editions: 2/20, 2/27, 3/5. Based upon the Opinion of Probable Cost provided by the project architect, it appears as though there is sufficient funding on hand to build the basic changing rooms without the platform viewing areas. Janna will apply for additional funding through the Met Rec in hopes of funding the platform viewing area.
- 2) Janna attended a GOCO strategic plan roundtable discussion to provide input on and learn about their strategic direction for the next 5 years. GOCO is proposing funding conservation and recreation projects based upon newly defined program values. These values include:
 - Equitable Access: We value and support partners and communities actively breaking down barriers to the outdoors.
 - Community Vitality: We help partners leverage conservation and outdoor recreation to improve their communities and peoples' quality of life – to create jobs and promote economic activity, support public health, and enhance education.
 - Resource Conservation: We support strategic land conservation and resource protection outcomes.
 - Outdoor Stewardship: We invest in projects that sustain and improve the state's natural and recreational resources.
 - Youth Connections: We believe children deserve the opportunity to get outside, benefitting from the happiness, health, and sense of community that come with positive outdoor experiences. These values will continue to align with the types of projects GOCO has traditionally funded for the Town including parks, trails, and open space.

Community Development

- 1) CPW Task Force - Mel is representing the Town and the STOR committee on Colorado Parks and Wildlife's new Task Force regarding updating their "Planning Trails and Wildlife in Mind" Planning Document. More information about the Task Force can be found on the attached document. This updated document will be very useful for future trails master planning projects and could have future implications when it comes to CPW State Trails and GOCO grant opportunities. Gunnison County and the STOR committee is in the process of hiring a new Stewardship Coordinator, and once that person is hired, Mel and the new coordinator might both attend or switch off attending the task force meetings.
- 2) Long Lake is set to close on February 20, 2020. The Town will be contributing \$1,000,000.00 from the RETT to assist with the land exchange.

- 3) BOZAR hosted a public input session on the Guideline and Standards update on February 11th. Overall, the comments from the public and design community were positive. BOZAR will be considering the public comments received at their February 25, 2020 meeting. These guidelines are anticipated to be recommended to the Council and appear for first reading on March 16, 2020.

Town Clerk

- 1) Town Staff is working on developing a zero-waste incentive program for 2020 specials event permits. Staff is currently drafting guiding principles for this program with input from both Sustainable CB and the Crested Butte/Mt. Crested Butte Chamber of Commerce. The goal is to develop a program for 2020 where event organizers could be reimbursed their special event permit application fee if they submit and then report on a zero-waste plan for their particular event. Town staff plans to have the guiding principles for this new incentive program drafted and made available to event organizers by mid-March to get ahead of permit approvals for summer events.
- 2) The regularly scheduled Council meetings for April are on April 6th and April 20th. School break is the week of April 20th. Staff would like to confirm there will be quorums for both meetings in April.
- 3) Sidewalk seating packets were sent out to businesses. Most will have to reduce the size of their sidewalk seating areas for ADA compliance. Sidewalk seating will be on the April 6th agenda for the Council's consideration.

Finance

- 1) To fund the Water Treatment expansion project, which is largely completed, Town applied and was approved for a supporting loan. During 2019, we funded the project via Enterprise Fund reserves.

We expect to close the loan with the Colorado Water Resources and Power Development Authority (CWRPDA) before the end of February. The \$2,025,600 loan has a repayment schedule of 20 years with an interest rate of 2.5%. Annually, Town will make two related payments of \$65,727, one in May and one in November. Total interest, over the 20-year timeframe, will be \$548,538.

Intergovernmental

The City of Gunnison will be hosting the next meeting of the elected officials.

Upcoming Meetings or Events

Tuesday, February 25th 9:00 – 4:00, Center for the Arts Community Room – Council retreat
Wednesday, May 13th 5:00 – 6:30 – Meet with Chamber Visitor Center staff

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

Mayors & Managers
02.10.2020
Hosted by the City of Gunnison at the ICELab

1. ICELab update – Darcy Perkins
 - Physical co-working space
 - In July management transferred from Western to TAPP
 - Working in three areas – bring higher paying jobs to the Valley
 - Incubator programs
 - Accelerator programs – supporting existing businesses, focus on exporting products or services
 - Recruit businesses to the Valley – Hustle Bike Labs is moving to the valley, first came through Catapult program at the ICELab
 - Goals for the ICELab around the number of interns, how many new jobs are created through programs and how many jobs over \$50K per year

2. Lazy K project
 - Overview of housing need and existing conditions
 - Goals – Park plan and affordable housing
 - Created concept Master Plan summer 2018, 4.2 acres of housing out of 15-acre site
 - Issued RFP later 2018 with goals to develop housing areas with focus on for sale product
 - Will support infrastructure costs. Will split costs with developer
 - High Mountain Concepts was selected as developer. Will be three phases. 59 units with 18 of those market rate and the rest targeting 80 – 100% AMI
 - Pro-forma is open and evolving
 - Will go through a PUD amendment process
 - Includes footprint for preschool on the site
 - Jen Stepleton with Division of Housing has encouraged a grant for infrastructure costs. Will submit March 1st.
 - Construction may begin as soon as DIA is in place as the 6 cabins are already in place
 - Park will cater to wheelchair accessible access to river in addition to other uses.

3. Reports
 - City of Gunnison
 - i. Pita's in Paradise is moving ahead with new location in former site of Piezan's (sp?)
 - ii. Comprehensive Plan will likely be adopted in March

 - Mt. Crested Butte
 - i. There will not be an election. All five members whose terms are running out are 'running' again.

- ii. N. Village public meeting on Feb 11th – Looking for feedback and ideas from the community. Town and developer are still working towards developing in partnership
 - iii. Working on climate action plan and ideas for the Town. Working on GHG inventory
 - iv. Looking forward to hosting elected official's dinner on Wednesday at Mountaineer Square
- Town of Pitkin
 - i. Slow time of year
 - ii. Election coming in April
 - iii. Will be voting on reducing the Board size from 6+Mayor to 4+Mayor, and two mill levy increases (streets and Town Hall)
 - iv. Working on getting a reserve policy in place
- Gunnison Valley Housing Authority
 - i. Upcoming Board retreat on March 13th – half of retreat will be spent with Valley Housing Fund Board
 - ii. Getting ready to update demand side of Needs Assessment
- Gunnison Valley Health
 - i. Don Haver is now Chair of the Board
 - ii. Senior Care Center is full. There are plans for expansion if needed. Received 3rd place nationally for award for design of the center. Also recognized for management of psychotropic drugs at Senior Care Center
 - iii. Hiring 4th full-time board certified Emergency Department physician. Resulted in much improvement in care
 - iv. Recruiting for another primary care physician for Gunnison Valley Family Health.
 - v. Finalizing financial feasibility plan for new urgent care / medical arts building in Gunnison. Should know by April if it will proceed.
- Gunnison County
 - i. Congrats on Climate Action Conference
 - ii. Roland is working on Citizen's Advisory Group for Kebler Pass trailhead to talk through issues and future planning, day users, overnight parking, trailers, etc. Crested Butte will be represented on the advisory group
 - iii. Employee appreciation ceremony tomorrow
 - iv. Happy to see Rock Creek in front of City of Gunnison for approval tomorrow night
 - v. Just completed significant round of board appointments. Laura Puckett Daniels was appointed as full-member of Planning Commission
 - vi. STOR committee is working on projects. Selection committee with National Forest Foundation will be selecting 2020 projects to fund
 - vii. Shady Island is moving through approval process
 - viii. Economic impacts of airport report just came out from CDOT. Shows how important a

- ix. Renewable energy projects for five County buildings are moving forward
- x. GMUG plan is going through. Encourage municipalities to comment on the plans.
- xi. Forest Health – USFS is looking at doing some special management treatments up Taylor near Wilder to prevent beetle spread up and over Fossil Ridge

Dara had to leave to make a 2:00 meeting in CB.

- Upper Gunnison River Conservancy District
- Library District
- Community Foundation of the Gunnison Valley

Crested Butte Marshal's Department



2019

Annual Report

2019 Crested Butte Marshal's Department Annual Report

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1. Mission Statement

It is our mission in partnership with our community, to provide an exemplary level of service and protection to the residents and businesses of Crested Butte and to all those who may visit, work in, or travel through our community. We will serve the community through integrity, honesty, dedication, loyalty, and professionalism to enforce the law without prejudice or bias. We vow to vigorously pursue those who commit serious crimes against these people. We will respect the rights of those accused of committing crime, as well as being sensitive to those victimized by crime.

2. Administration and Logistics

200 Code of Conduct

Deputies are sworn to uphold the U.S. and Colorado Constitutions and to enforce federal, state and local laws. All personnel, prior to assuming sworn officer status, shall take and subsequently abide by an oath of office to enforce the laws of the Town of Crested Butte, the State of Colorado and the United States of America, and to uphold the Constitution of the United States and the State of Colorado.

Sworn personnel of the Crested Butte Marshal's Department, by virtue of their oath to office, Colorado Revised Statute 31-15-401 and the United States Constitution reserving police powers to the States, shall have the power and authority, and it shall be their duty, to enforce the ordinances of the Town of Crested Butte, and the laws of the state of Colorado and the United States.

Prior to assuming the duties of a peace officer, all certified employees shall be required to affirm the oath of office expressing commitment and intent to respect constitutional rights in discharging the duties of a law enforcement officer (Colorado Constitution Article XII Section 8).

201 Standard Operating Philosophy

Our doctrine does not consist of procedures to be applied in specific situations so much as it establishes general guidance that requires judgment in application¹. Not only must we not stifle boldness or initiative, we must continue to encourage both traits in spite of mistakes¹. Officers are hired and trained for their judgment and initiative; we expect they will use both.

Errors by junior officers stemming from over-boldness are a necessary part of learning. We should deal with such errors leniently: there must be no "zero defects" mentality.² With the admonishment that we are all accountable for our actions and, respecting that errors in officer safety can prove particularly costly, we must learn from errors and correct them before they become mistakes. Critical self-analysis, even after success, is essential to improvement.¹

⁽¹⁾ "Warfighting". US Marine Corps.

⁽²⁾ On War. Clausewitz cited by "Warfighting: US Marine Corps."

202 Legal Nicotine ordinance



Ordinance No. 8 Series 2019 adding code section 10-6-60 Prohibiting Possession of Tobacco Nicotine Products by Persons Under Age 18 to General Offenses and Providing Penalties for Violation.

Snow Shed ordinance

Ordinance No. 27 Series 2019 amending Chapter 11 of the Municipal Code to Include New Regulations Requiring Removal of Snow-Ice From Roofs.

203 Demographics (2018)

Elevation	8,885
CB population	1,565
CB housing units	1,182
CB blocks	100
N valley CBFPD area	220 sq mi.
CBCS	773+Staff
CB liquor licenses	54
CB MJ dispensaries	4
Mt CB population	850
Total N valley population	6,000+/-
Gunnison County population	16,871

3. Organizational Structure and Responsibility

300 Jurisdiction

Officers are authorized full police powers within the Town Limits of the Town of Crested Butte. After the new Gunnison County Sheriff, John Gallowich, was placed into office in 2019 our officers were sworn in as Special Deputies on January 16th.

Officers commissioned in another jurisdiction may exercise full police powers under the commissioning agency's authority (i.e. Gunnison County).

301 Structure and Personnel

The rank structure of the Marshal's Office is specifically addressed toward recognizing the special knowledge, experience, training, time in-service and ability of the officers of this department. Officers with more experience mentor junior officers. Mentorship and training of an officer's "replacement" is necessary to an orderly succession within the Marshal's Department.





Administration

Office Manager **Kayce Barnett** 610: Started her career with CBMO in 2014. Kayce is responsible for overseeing the management and organization of the office and records. Kayce manages a myriad of electronic and paper records and accounts for NIBRS (FBI statistical reporting), sex offender registration, data collection, and the submission of BustedintheButte articles. Kayce works routinely with the general public to legally release records and with other agencies, such as the District Attorney, to properly submit discovery for criminal cases.

The Chief Marshal – The Chief Marshal is the Commanding Officer in charge of the Marshal's Office. The Chief works under the supervision of the Town Manager. The Chief Marshal has the responsibility for directing the performance of all subordinates.

Michael Reily 601: Mike started his career in 1991 with the New Orleans Police Department before moving to Colorado and being hired by Crested Butte in 1997. Mike is a graduate of the IACP's Leadership in Police Organizations; and a former IPMBA Mountain Bike Patrol, Firearms, Defensive Tactics, Less Lethal, Taser, and Active Aggressor instructor. Mike is currently a Nationally Registered EMR and former EMT-B/IV. Mike is also a volunteer Lieutenant with CB Fire/EMS.

The Assistant Chief Marshal – The Assistant Chief Marshal is second in command and Executive Officer of the Marshal's Office. The Assistant Chief works under the supervision of the Chief Marshal. The Assistant Chief maintains general supervision



over the operation of the personnel under their command to ensure all policies, rules, regulations, orders and directives of the department are communicated to, implemented by, and followed by their subordinates.

Joseph Dukeman 602: Joe started his career with CBMO in 2006. Joe is a current Police Training Officer, Firearms instructor and the Department's Training coordinator. Joe is a former Less-Lethal instructor, EMT-B and professional Ski Patroller.

Supervisors

Deputy Marshal IV (Supervisor) **Sean Besecker** 603. Sean started his career with CBMO in 2011. Sean is the Department's Police Training Officer (PTO) Coordinator as well as an FBI defensive tactics and Taser Instructor. Sean is a graduate of the FBI LEEDA Supervisor Leadership Institute

Deputy Marshal IV (Supervisor) **James Beda** 604. James started with CBMO in 2013 having served as a federal police officer for one year prior to his service here. James is a US Army veteran with combat experience in Iraq. James is one of the Department's Police Training Officers, Less-Lethal and Standardized Field Sobriety Testing instructor. James is Precision Rifle certified and a Crisis Intervention Trained officer. James is also one of the Department's armorers.

Deputies

Deputy Marshal II **Peter Daniels** 605: Peter started his career with CBMO in 2004. As the second longest serving member of the Marshal's Office, Peter enjoys a wide breadth of knowledge and experience. Peter has been certified as an arrest control instructor in two disciplines and is currently a Tactical Patrol Rifle, shotgun, and handgun instructor. Peter a graduate of an FBI Hostage/Crisis Negotiations course, as well as Series II Hostage Crisis Negotiations. Peter is also the Department's Evidence Technician and is the go-to officer for bicycle safety rodeos.

Deputy Marshal II **John Chandler** 606: John started his career with CBMO in 2016. John is the Department's Intoxilyzer Instructor and responsible for maintaining the Intoxilyzer 9000. John is the department's shotgun armorer. John is Precision Rifle certified and a Crisis Intervention Trained officer.

Deputy Marshal I **Cynthea Gunderson** 607: Cynthea started her career with CBMO in 2018. Cynthea is a former Army Medic and current volunteer EMT-B/IV with CB Fire/EMS.

Deputy Marshal I **Ryan Dawes** 608: Ryan started his career with CBMO in 2019. Ryan is a former Navy Seabee with two combat tours in Afghanistan. He is working on a bachelor's degree at Western Colorado University in Sociology and Psychology.

302 Shifts

The Officer Manager typically works 8a-5p shifts from Monday through Friday. Officers typically work 16 10-hour shifts in a 28 day cycle. Shifts are divided into



day and night shifts with shift coverage in the off-hours by callout. Shifts span the week from Sunday to Wednesday and Wednesday to Saturday. The overlapping Wednesdays are assigned as training days. Care is taken to place staffing when and where it is needed; especially during special events.

303 Training

All members of the department undergo regular training. Colorado POST mandates 24 hours of training annually and the Department exceeds that by many hours. Officers conduct regular training in the high liability areas of Firearms, Defensive Tactics, Driving, legal issues and policy.

The Department's Police Training Officer (PTO) Program is designed after Reno, Nevada's adult learning model training program. Our intensive PTO training lasts about 3 months and is supplemental to the Academy training an officer receives. In addition to reiterating all of the lessons learned at the Academy, PTO trainees learn skills from 15 Core Competency areas with emphasis on Problem Based Learning for community-oriented policing and problem solving in Crested Butte. The course of study pairs new officers with experienced veteran officer who have shown a strong aptitude for training.

At the beginning of 2019 Deputy Marshal Cynthea Gunderson started the Police Training Officer program with our PTO trainers Sean Besecker and James Beda. Along with Chief Reily and Assistant Chief Dukeman, Deputy Gunderson completed the PTO program in May of 2019 and started patrolling on her own.

In March James Beda graduated from the Reno Model Police Training Officer program. A rigorous, week-long, adult-learning based model for training police officers.

In March James also attended an instructor level training for Standardized Field Sobriety Tests so we can conduct our required annual in-house training

In June Sean Besecker graduated from the FBI LEEDA Supervisor Leadership Institute in Golden, CO.

On August 26-27 the Marshal's Office and Mt Crested Butte Police hosted region-wide training with the Force Science Institute where attendees received training in human performance and behavior in high-stress encounters. The training provided attendees with the most advanced, professionally-relevant understanding of the complex scientific principles and human factors impacting performance. Force Science training is designed to enhance accuracy in the investigative process, help protect career, agency, and community integrity, as well as lives.

9/15-20/2019 Pete, Cynthea and Ryan completed the MesaTac basic SWAT school in Grand Junction.

In September Cynthea graduated from the 4-day Reid Interview School in Greenwood Village.



James attended the Colorado Drug Investigator Association's training summit in Breckenridge.

On September 28th Ryan completed our in-house Police Training Officer training and started patrolling on his own.

304 Awards

On April 1 Deputy Marshal John Chandler met all of the requirements and successfully tested for promotion to Deputy Marshal II.

On December 4 Deputy Marshal James Beda met all of the requirements and successfully tested for promotion to Deputy Marshal IV. After this promotion James is one of the Department's supervisors.

4. Department Equipment

400 Standard Equipment

Officers typically wear between 25 and 30 pounds of gear when they are working uniformed patrol. While working uniformed patrol, officers are required to wear protective body armor which is contained in an outer carrier designed to better distribute the heavy load they carry. Officers are authorized departmental or personal Taser X2, handgun, shotgun and patrol rifle. Officers are issued a DTRS handheld radios and vehicles with additional DTRS and VHF radios for communication with other public safety users and Dispatch.

401 Patrol Vehicle Use

The Department assigns vehicles to full-time deputies for patrol use. The take-home vehicle program has demonstrated long-term fiscal and service benefits to the Town. Vehicles get better care during operation and storage, and accumulate fewer annual service miles and hours of operation than pool vehicles which results in an extended vehicle service life. Vehicles subsequently require less frequent replacement and a reduced frequency of transfer and replacement of support equipment (radios, emergency, safety equipment, etc.). Ultimately, per mile operational costs are reduced.

The take-home vehicle program reduces the risk of fleet damage due to acts of nature or disaster (e.g., hail damage, tornado, floods, snowstorms) as well as planned or opportunity based intentional damage and vandalism, domestic destruction and/or terrorism which might render the entire fleet unavailable for deployment.

Deputies are responsible for the care and maintenance of their vehicles and have the vehicle ready in the event they are called to duty.

Assigned vehicles - 8

2007 Chevrolet Tahoe, #55, Dawes, 82,800 miles
 2008 Nissan Pathfinder, #54, Daniels, 49,000 miles
 2013 Chevrolet Tahoe, #60, Dukeman, 45,430 miles
 2014 Chevrolet Tahoe, #59, Besecker, 35,860 miles



2015 Chevrolet Tahoe, #58, Reily, 31,500 miles
 2016 Chevrolet Tahoe, #57, Gunderson, 34,000 miles
 2017 Chevrolet Tahoe, #51, Chandler, 14,500 miles
 2018 Chevrolet Tahoe, #62, Beda, 23,445 miles

Department vehicles - 3

2018 Zero FXP, electric motorcycles (2), E5, 1,197 miles and E6, 1,046 miles
 2004 Chevrolet Incident Support Vehicle, 228,031 miles

402 Other Significant Department Property

The department is monitored by a camera system and DVR recorder.

Each officer has a computer work station with which to conduct investigations and complete the extensive reporting to document their activities.

The Marshal's Office has three Getac tablet computers obtained on a grant for CAD and report use in the field.

5. 2019 Budget Overview

501 General (select)

	Annual Budget	Expense	Variance
Overtime	10,000	8757.51	+1242.49
Office	6,000	4914.50	1085.50
Equipment	15,000	21601.92	-6601.92
Uniforms	8,255	7753.68	+501.22
Vehicles	17,000	17624.36	-624.36
Victim Advocate	6,364	6,364	0
Language line	200	0	+200
Dispatch	65,460	65,460	0
Travel/Education	8,000	4,230.09	3,769.91
Dues/Subscriptions	1,500	1329.07	170.93
Medical	250	1,087.50	-837.50
8 th Officer	0	10,541.73	-10,541.73

502 Capital

	Annual Budget	Expense	Variance
Vehicle	0	0	0

6. Activity

CBMO routinely conducts mutual aid with CBFPD and MtCBPD and works well with other area agencies such as Colorado Parks and Wildlife, Colorado State Patrol, Gunnison Sheriff's Office and the Gunnison Police Department.

600 Special Events

4 January 12th Night Bonfire



27 January Fat Bike World Championship-Downtown Winter Crit

1-2 February Alley Loop Marathon and Pub Crawl

5 March Mardi Gras

Security and escort provided as usual.

6 April Flauschink Parade

Summer Crested Butte Farmer's Market

The markets are well run and able to self-police.

Summer Alpenglow

CFTA security doing a good job of keeping the crowds safe.

7-15 June Ride the Rockies

The event did not particularly effect the Marshal's Office operations but there were far greater demands placed on the Chamber of Commerce and a limited extent the Town.

14 June Friday Night Fish Fry

15-16 WESA Adult Soccer Tournament

28-30 June CB Bike Week IR19-117

The chainless race went well and ran smoothly this year. Some consideration is needed in future events with extending the safety barrier in the 10 block of Elk Av on the north side of the street.

Bridges of the Butte is a good fundraiser for Adaptive Sports and as long as the town supports the 24-hour nature of the event (and all of the sideshows that go along with it) the event will likely stay in that format. CBMO officers were scheduled for full 24 hour coverage with a regular night officer and two overnight officers; one early morning power shift and a regular day officer providing the coverage.

30 June Black and White Ball

4 July Independence Day IR19-129

The Gothic to Crested Butte 1/3 Marathon and Independence Day went off without much of a hitch. 8,000-10,000 people in town and enough small issues to keep all of the Marshals busy and the town safe with no major issues we couldn't handle. The Chamber did a great job in keeping the 60 plus parade groups moving, the crowds were plentiful, and later that evening officers were able to clear the fireworks traffic off of the Mountain in about 45 minutes.

2-4 August Arts Festival

Rotary Rubber Ducky Race

2-3 September People's Fair

Flower boxes were not removed from the south side of Elk and Third which created a restriction should emergency vehicles need to access Elk Av.

21 September Vinotok IR19-190

Crowds were estimated in the 3,000-4,000 range. Overall the event went off without many issues. The stage for the trial was placed in line with the south parking strip on Third St at Elk Av which seemed to work well from a crowd management and movement standpoint and met the theatrical requirements of the show.

Fall

Hunting seasons.

Winter



Ski season special event and large group weekends.

601 Statistics

	2017	2018	2019
Agency Assists	251	320	391
Alcohol offenses			
Business Checks	1683	1572	1856
Case Follow Up	379	456	490
Courtesy Transports	77	93	99
Fingerprinting	24	20	22
Pedestrian Contacts	452	412	412
Reports/Supplemental	262	262	242
Residence Checks	219	307	503
VIN checks	71	65	45

602 Major Incidents, Mutual Aid and Emergency Management

3/1/19 The MO assisted CBFPD with an urban avalanche partial burial in the 200 block of Teocalli Avenue. The victim was pinned to a fence where crews dug him out safely and without injury.

3/8/19 Deputies responded with MtCBPD and CBFPD to an urban avalanche in Mt Crested Butte which completely buried the victim. Once crews arrived on scene they were able to remove and transport him to GVH

3/9/19 Deputies responded with MtCBPD and CBFPD to an urban avalanche in Crested Butte South which partially buried one victim and completely buried another. Crews arrived on scene and removed both victims who were transported to GVH. Responders attempted advanced lifesaving interventions but one victim, who had been completely buried, was unable to be revived.

As a result of the urban avalanche the Marshal's Office made a \$500 purchase from our equipment budget to equip all of our vehicles with avalanche probes and shovels. Assistant Chief Joe Dukeman, a former ski patrolman and avalanche safety professional, conducted training for our officers.

603 Community Relations and Social Media

The Department maintains a Facebook page at <https://www.facebook.com/Crested-Butte-Marshals-Office-154111302848321/?ref=bookmarks>

In February Deputy Peter Daniels was invited as the Marshal's Office "trusted adult" representative for the Sources of Strength program at the Crested Butte Community School. He attended trainings for the evidence-based youth suicide and bullying prevention program.



On September 28th Pete put on a kid's bicycle rodeo in the CBCS parking lot where they went over the fundamentals of safely riding on the road, in groups and in avoiding obstacles.

On October 23 Ryan hosted a tour of the Marshal's Office for the Paradise Preschool.

On October 25 the Marshal's Office hosted a drug take back where people could bring used medications for proper disposal.

7. Patrol Operations

701 Communications

CBMO utilizes the dispatch services of Gunnison Regional Communications in Gunnison, CO. Our officers predominately utilize the State's DTRS radio system but often need to utilize the County's VHF radio system when they provide mutual aid assistance

702 Arrests

Monthly

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
F	3	1	0	1	1	1	4	0	1	0	1	2
M	7	2	4	1	2	11	2	4	0	0	3	5

15 Felonies

41 Misdemeanors

703 Crimes

Type of Crime

	Assault	Domestic	DUI/DUID	Harassment
2018	7	8	16	9
2019	8	11	17	11

704 Emotionally Disturbed Persons

CBMO works with Gunnison Mental Health. The June 2019 addition of a mental health office in the Ore Bucket building immediately began paying dividends.

6 significant mental health crisis cases requiring documentation. Additional mental health assistance is provided by CBMO and CBEMS to members of the community on a weekly basis.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
M1/M.5	1	0	1	0	2	0	0	0	1	0	0	0

705 Deaths

4 Deaths were reported in the Town of Crested Butte over the course of 2019.

706 Response to Resistance (Use of Force)



There were 2 uses of force in 2019 based on 4653 enforcement contacts

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Contact	327	243	358	290	292	443	452	525	469	288	450	516
Resist	0	0	0	0	0	1	0	1	0	0	0	0

707 Tactical Operations

CBMO performed 0 tactical operations in 2019. All officers are trained in SWAT tactics and procedures and complete regular training.

708 Ride-Along Program

CBMO offers ride-alongs to qualified candidates. People who do not have disqualifying conditions are encouraged to ride-along with officers to develop a better understanding of what police officers do in the course of protecting the town.

709 Animal Control

CBMO utilizes the services of Paradise Animal Welfare Society and their shelter.

709.1 Dogs

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Warn	2	1	4	2	2	13	11	18	6	3	9	13
Cite	0	0	0	2	1	0	0	1	0	0	0	0

709.2 Bears

In August at least two bears started working their way through town. At least one caused a good bit of damage. The 350-400 pound light colored bear was getting into unsecured garbage containers, which is always a problem. The larger bear also mastered the art of popping open bear resistant cans by jumping on them.

8. Traffic Operations

All CBMO vehicles are fully marked and equipped with either Radar or Lidar speed monitoring devices. Additionally the Town utilized both fixed and mobile radar speed monitoring in problem locations.

800 Reportable Accidents Investigated

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Crash	5	5	6	1	0	0	2	6	6	2	0	5
H&Run	3	0	2	1	0	1	0	1	1	0	1	3

38 Crash Reports

13 Hit and Run

801 Moving Violations

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Warnings	25	32	41	45	24	63	68	57	22	40	56	57
Tickets	5	2	5	8	7	14	21	12	8	8	6	10

530 Traffic warnings



106 Moving violations

802 Parking

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Warnings	9	15	10	5	6	27	125	55	41	21	345	86
Tickets	207	207	172	2	8	19	37	29	13	18	27	141

745 Warnings

880 Tickets

803 Towing and Winter Parking

Winter Parking

From November 1 to April 30 of each year, the core travel routes in town are eligible to be cleared of accumulated snow and ice. CBMO assists Public Works in keeping these routes clear by ticketing and towing vehicles in areas of concern.

The winter of 2018-2019 utilized a new set of Winter Parking rules which seemed to be more user friendly. The record winter saw extensive snowfall and the new parking rules seemed to keep both tickets and tows down.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Tows	69	46	74	0	0	0	1	0	2	0	13	44



9. Investigations

900 Evidence and Property

Deputy Daniels continued working on removing court released or statutorily cleared evidence from the storage safe.

901 Domestic Violence

There were 11 reported Domestic Violence incidents in 2019.

902 Identity Theft

In February Deputy Sean Besecker completed an incredibly involved theft/identity theft case which utilized an estimated 80 man-hours of investigation and follow-up time. As a result of Sean's lengthy investigation the Marshal's Office served search and arrest warrants at a Gunnison address on Wednesday the 13th. A 45-year-old Gunnison resident was arrested for a total of one misdemeanor and 94 felony charges. Evidence of the crimes was recovered at the scene.

6 fraud cases

903 Victim's Rights

The Gunnison Victim's Advocate assisted with 21 CBMO cases in 2019.

904 Juveniles

No secure holding incidents were reported to the Colorado Division of Criminal Justice, Juvenile Justice Compliance Monitor in 2019.

905 Asset Forfeiture

CBMO case 19-124 resulted in assets forfeiture in the amount of \$1811.81. The Civil Asset Forfeiture report was PUBLISHED by the Division of Local Government:

Reporting Agency: Crested Butte, Town of

Report Period: Jul 01, 2019 through Dec 31, 2019

Report ID: 4110

Filed By: Chief Marshal Michael Reily

Date Filed: Jan 30, 2020 13:58:39

Date Published: Jan 30, 2020 13:58:39



Planning Trails with Wildlife In Mind: Task Force Overview

Project Background

In 1998, the Colorado State Trails program convened a multi-faceted stakeholder group to design and write the handbook, "[Planning Trails with Wildlife in Mind](#)." The document's purpose is to support all Colorado land managers in planning for trails while incorporating strategies to address wildlife impacts. The former document has served as an excellent tool for trail planners throughout the state, but it has not been updated in 20 years. Much has changed in Colorado's conservation and recreation landscape over those two decades. Informed by the original document, a new version will:

1. Provide the opportunity to build a common language,
2. Align with current knowledge,
3. Share recent success stories, and
4. Update with new research.

The Task Force

With the guidance and support of an external facilitation team, CPW is convening a task force made up of 24+ representatives (from USFS, BLM, NPS, USFWS, a mix of large, medium, and small municipalities and counties, GOCO, land trusts, and the State Trails Committee), to build ownership and wide support, and receive feedback and input about the document. Under the guidance of the facilitation team, the Task Force will author a rough draft of the document ready for review by June 30, 2020.

The updated document might take the form of an easily shareable PDF, a well-designed print version, or a dynamic website. The new format(s) will be part of the Task Force discussions and will seek to best meet the needs of the handbook's intended audience, including CPW staff, Local, State, and Federal Land Managers, CPW Trail Grant Applicants, the general public, Recreational Trail Users, and Conservation Groups.

Specifically, each Task Force member will:

- Attend as many meetings as possible in-person
- Provide input on behalf of their agency during the meetings
- Seek ideas, perspectives and feedback from trusted advisors or advisory councils about the work and progress of the Task Force as deemed necessary
- Contribute feedback and some writing to specific sections of the document

Meetings (9 am - 12 pm)

- 2/7/20:** Task Force Launch
- 3/6/20:** Review Specific Sections
- 4/10/20:** Review Specific Sections
- 4/28/20:** Open Session at PiTO Conference & Follow-up Small Group Meeting
- 5/15/20:** Incorporate and Address Changes
- 6/12/20:** Finalize Draft



SLATE RIVER INTEGRATED MONITORING PROJECT

2019 STUDY RESULTS

TECHNICAL COMMITTEE MEMORANDUM
DECEMBER 30, 2019
COAL CREEK WATERSHED COALITION

In 2014, CCWC finalized the Upper Slate River (USR) Watershed Plan¹. **Stakeholders identified human and pet waste (nonpoint source pollution) as a pressing concern.** Dispersed camping and extensive recreational use occur throughout the Slate River Watershed. There is broad community support to assess and, where possible, reduce the impacts of recreation on local waterbodies.

As part of an on-going effort CCWC and several local partners conducted a study to assess *E. coli* concentrations in the Slate River Watershed. This memo summarizes the results of the 2019 study.

STUDY OBJECTIVES AND METHODS

The study began on May 7, 2019 and ended on September 25, 2019. The objectives and methods are summarized below:

- Confirm that freezing conditions during the winter of 2018-2019 decreased *E. coli* concentrations from peak concentrations measured in the late summer of 2018.
 - Assessed based on concentrations measured in Coal Creek upstream of the Slate River (COAL-00), Washington Gulch upstream of the Slate River (WASH-00), and the Slate River near Highway 135 (SR-20) during early spring and summer 2019.
- Evaluate attainment of the *E. coli* standard for primary contact recreational use on stream segments in the study area.
 - Assessed using Water Quality Control Commission Regulations 31 and 35², and the 2020 303(d) Listing Methodology³.
 - Collected samples weekly at 12 locations from June 19 to September 18, 2019; plus, additional locations were sampled on a monthly basis⁴.
 - Where *E. coli* concentrations exceeded the recreational use standard, we collected additional samples at targeted locations and tracked the decline of *E. coli* concentrations during the

¹ The Upper Slate River Watershed Plan was funded by the Colorado Department of Public Health and Environment Nonpoint Source Program and the Colorado Division of Reclamation Mining and Safety. The plan is available at: https://www.colorado.gov/pacific/sites/default/files/WQ_nonpoint_source-2nd-Upper-Slate-River-Watershed-Plan%20Final-2014.pdf

² The Water Quality Control Commission Regulations, effective as of 12/31/19, are available at: <https://www.colorado.gov/pacific/cdphe/water-quality-control-commission-regulations>

³ The Colorado Water Quality Control Division developed the 2020 303(d) Listing Methodology. It is available at: https://drive.google.com/file/d/1CE5GDswZ_qIwCkRRPTYxLQtOGqPiEONq/view

⁴ The number of locations sampled in each event was determined by study objectives, existing data, logistics, and the project budget.



onset of freezing conditions by collecting additional samples and recording weather conditions.

- Evaluate the effect of stream flow and diversions on *E. coli* concentrations.
 - Use USGS gage data from the Slate River and Coal Creek along with manual flow measurements in Washington Gulch.
 - cursory review of diversion records and administrative calls.
- Evaluate the effect of stream temperature on *E. coli* concentrations.
 - Continuous stream temperature monitoring occurs in the Slate River near Highway 135 (SR-20). Stream temperatures in the Slate River near Highway 135 are generally expected to be characteristic of upstream temperatures except areas immediately downstream of large diversions.

214 *E. coli* samples, including 28 QA-QC samples, were collected and analyzed in local laboratories⁵. All 14 field blanks had concentrations of <1 cfu/100 mL⁶ which indicates that field technicians and laboratory staff did not introduce *E. coli* during the sample collection or analysis process. The relative percent difference exceeded 30 percent in 3 of 14 duplicate pairs. This variability may be attributed to variation in the stream, sample collection practices or laboratory protocols. Overall, the QA-QC results suggest field technicians and laboratory staff implemented sample collection and analysis protocols proficiently.

RESULTS

The sections below provide a brief description of each major area including point and nonpoint sources, instream recreational uses, and *E. coli* concentrations. Appendix A includes a description of the study locations and maps. Appendix B includes *E. coli* concentrations and standards evaluations.

Washington Gulch Watershed

The Washington Gulch Watershed includes both point and nonpoint sources that may influence *E. coli* concentrations. Mt. Crested Butte Water and Sanitation District (MCBWS) collects and treats wastewater produced in the town of Mt. Crested Butte, Meridian Lake Park subdivision, and Saddle Ridge Ranch subdivision. The wastewater treatment facility (WWTF) removes *E. coli* using modern UV-treatment protocols. Treated wastewater is discharged to Woods Creek, a tributary to Washington Gulch that drains much of the town of Mt. Crested Butte and a portion of Crested Butte Mountain Resort.

Potential nonpoint sources within the Washington Gulch Watershed include recreational use, dispersed camping, grazing, flood irrigation, individual on-site wastewater treatment systems, and stormwater runoff. Cattle grazed near sample locations in lower Washington Gulch from mid-August to late fall; additional grazing occurred in other portions of the watershed.

⁵ Samples collected by USGS within the study area were also evaluated during this assessment.

⁶ cfu/100 mL= colony forming units per 100 milliliters of water. Results reported in cfu/100 mL can be compared directly to the water quality standards which are reported in col/100 mL.



Instream recreational use including fishing, swimming, and paddling occurs in Washington Gulch upstream of Meridian Lake Park Reservoir, Meridian Lake (more commonly known as Long Lake), and in Meridian Lake Park Reservoir. In the Mt. Crested Butte area, children may play in tributaries to Woods Creek. The land adjacent to Washington Gulch downstream of Meridian Lake Park Reservoir is privately owned and instream recreational use occurs occasionally, based on reports from landowners.

Washington Gulch was the most frequently sampled watershed in the study area with 12 locations that were sampled from 1 to 17 times each for a total of 62 samples. **Samples collected during the early stages of runoff confirmed that *E. coli* concentrations declined to less than 5 cfu/100 mL from peak concentrations measured in the late summer of 2018.**

During the 2019 study, *E. coli* concentrations in the effluent treated at the MCBWSD WWTF ranged from 1 to 2 cfu/100 mL. In 7 of 14 samples the MCBWSD WWTF diluted *E. coli* concentrations in Woods Creek. In 3 of 14 samples *E. coli* concentrations increased by less than 20 percent⁷ in Woods Creek downstream of the MCBWSD WWTF. **Throughout the study, *E. coli* concentrations in Woods Creek were less than the primary contact standard.**

In 14 of 14 samples *E. coli* concentrations in Woods Creek were less than or approximately equal to concentrations in Washington Gulch upstream of Woods Creek. In 8 of 15 samples Woods Creek reduced *E. coli* concentrations in Washington Gulch. In 2 of 15 samples *E. coli* concentrations increased by less than 20 percent in Washington Gulch downstream of Woods Creek. **Overall, Woods Creek did not increase *E. coli* concentrations in Washington Gulch.**

Although *E. coli* concentrations measured at some locations exceeded the value of the primary contact recreation standard in late summer and early fall, the anti-biasing method provided in the 303(d) listing methodology prevented the 61-day geometric mean from exceeding the standard in Washington Gulch⁸. *E. coli* concentrations measured in 2018 indicate that the primary contact standard was exceeded during the summer of 2018. Together, the 2018 and 2019 studies suggest that some portion of the mainstem of Washington Gulch is impaired for *E. coli*.⁹

The 2019 study suggests that *E. coli* concentrations are not an issue in the early summer months, in Washington Gulch upstream of Meridian Lake Park Reservoir or in the mainstem of Woods Creek (i.e. below Crystal Road). The 2019 study indicates that *E. coli* concentrations can become problematic in the latter part of summer and early fall and may be attributed to decreased stream flows, increased air and

⁷ Natural variability in streams can account for up to 20 percent variability in *E. coli* concentrations; in addition to variability attributed to the study methods (i.e. samples collected over the course of several hours). Thus, when the relative percent difference between samples was less than 20 percent, the change was considered minor.

⁸ The protocol to evaluate compliance with *E. coli* standard includes two steps. First, an anti-biasing method is applied, where the median is calculated from all samples collected from a segment within a 7-day period. Second, a 61-day geometric mean is calculated. The 61-day geometric mean must be less than 126 col/100 mL to be in attainment of the standard.

⁹ When evaluating standards attainment, Water Quality Control Division staff have discretion. It is possible that data from 2018 and 2019 could be used to identify a portion of Washington Gulch (i.e. subdivide COGUUG09_C) as impaired for *E. coli* rather than the entire mainstem. For example, 2019 data suggest that *E. coli* concentrations upstream of Meridian Lake Park Reservoir are generally very low which could be used to omit the portion of Washington Gulch upstream of the reservoir from the impaired segment portion.



water temperature, and increased use within the watershed (i.e. camping, grazing, home occupancy, etc.). **Additional data collection is recommended to better identify nonpoint sources in the Washington Gulch Watershed. Future sample collection activities should begin later in the summer and include additional “adaptive sampling” protocols.**¹⁰

Upper Slate River Watershed

The Upper Slate River Watershed is the area upstream of Coal Creek and includes multiple nonpoint sources that may affect *E. coli* concentrations. Camping occurs at Oh-Be-Joyful Campground, River Flats, Musicians’ Camp, and additional dispersed sites. Hiking, biking, and other forms of recreation occur throughout the Upper Slate River Watershed. In recent years, toilets have been installed at multiple locations and portable toilets are used during the summer and fall. All homes within the Upper Slate River Watershed use on-site wastewater treatment systems.

The upper portions of the Slate River and Oh-Be-Joyful Creek provide extremely technical kayaking opportunities and the lower portion of the Slate River is used for a variety of water sports including kayaking, stand up paddle-boarding (SUP), rafting, fishing, and swimming. Swimming frequently occurs in the Slate River at Oh-Be-Joyful Campground, Gunsight Pass Bridge, and River Flats. Swimming occurs in Oh-Be-Joyful Creek in pools downstream of waterfalls.

22 samples were collected from 5 locations. The maximum *E. coli* concentration measured in the Slate River upstream of Coal Creek was 82 cfu/100 mL on August 21, 2019. In 2019 all *E. coli* concentrations were less than the primary contact recreation standard of 126 col/100 mL.

The 2018 and 2019 studies indicate that *E. coli* concentrations peak in late summer. The Upper Slate River Watershed lacks substantial water diversions and point sources. Therefore, other factors such as natural hydrology, precipitation, and nonpoint sources control *E. coli* concentrations.

Coal Creek Watershed

The Coal Creek Watershed includes multiple nonpoint sources that may affect *E. coli* concentrations. Dispersed camping, hiking, biking, and other recreation occurs in the Coal Creek Watershed. Homes in Irwin Town Site rely on on-site wastewater treatment systems.

Children swim in Coal Creek at Totem Pole Park and angling occurs occasionally in Coal Creek. Coal Creek is the raw drinking water supply for the town of Crested Butte.

17 samples were collected from 3 locations in the Coal Creek Watershed. Samples collected during the early stages of runoff confirmed that *E. coli* concentrations declined to less than 1 cfu/100 mL from peak concentrations measured in the late summer of 2018.

The maximum *E. coli* concentration was 461 cfu/100 mL on August 28, 2019 in Coal Creek upstream of McCormick Ditch. Although, the raw sample concentration was greater than the standard, the 61-day

¹⁰ “Adaptive sampling” uses recent and current data to select sample locations, schedule, and frequency. This technique can also address questions such as “how do *E. coli* concentrations change following large precipitation events?”



geometric mean remained below the primary contact standard. **Together, the 2018 and 2019 study results indicate that the lower portion of Coal Creek is impaired for *E. coli*.**

The 2018 and 2019 studies indicate that *E. coli* concentrations peak late August in the lower portion of Coal Creek. Fewer samples have been collected from Coal Creek upstream of the Crested Butte, but the available data set indicates that *E. coli* concentrations are well-below the standard upstream of town. Water diversions and concentrated nonpoint sources within the Town of Crested Butte likely increase *E. coli* concentrations in lower Coal Creek.

Slate River Near Crested Butte

This reach includes the Slate River downstream of the confluence with Coal Creek to the Highway 135 Bridge near Skyland. This reach includes both point and nonpoint sources that may affect *E. coli* concentrations.

The Town of Crested Butte discharges treated wastewater effluent into the Slate River upstream of the Recreation Path Bridge. The WWTF removes *E. coli* using modern UV-treatment protocols.

Nonpoint sources in this reach include cattle grazing, pet waste, stormwater runoff, and on-site wastewater treatment systems. Disturbance and development within and near the riparian corridor may also influence *E. coli* concentrations. In 2019, cattle grazed pastures adjacent to the Slate River throughout the summer and fall.

Instream recreational use occurs on the Slate River near Crested Butte and includes swimming, SUP, rafting, and fishing. The reach includes public access points for recreational use.

57 samples were collected from 5 locations during 2019. Samples collected during the early stages of runoff confirmed that *E. coli* concentrations declined from peak concentrations measured in the late summer of 2018.

During the 2019 study, *E. coli* concentrations in the effluent treated at the Town's WWTF ranged from 1 to 4 cfu/100 mL. In 7 of 14 samples *E. coli* concentrations were lower in the Slate River downstream of the Town of Crested Butte's WWTF; and one sample exhibit minimal change. In 6 of 14 samples *E. coli* concentrations increased in the Slate River downstream of the WWTF. The increase in *E. coli* concentrations may be attributed to nonpoint sources in the vicinity (i.e. construction activity, irrigation return flows, stormwater runoff, pet waste, etc.).

In 11 of 14 samples Washington Gulch increased *E. coli* concentrations in the Slate River. Although, *E. coli* concentrations in the Slate River downstream of Washington Gulch (SR-12) remained below the primary contact standard. In 13 of 14 samples *E. coli* concentrations increased by a small margin in the Slate River between Washington Gulch and the Highway 135 bridge. Nonpoint sources within this area include cattle grazing, irrigation, and stormwater runoff.

The maximum *E. coli* concentration in the Slate River was 206 cfu/100 mL on July 2, 2019. Other locations in the Slate River also had elevated *E. coli* concentrations on July 2, 2019. In late June several small mass wasting events (i.e. landslides, mud flows, slope failure) were reported in the headwaters of



the Slate River and Washington Gulch watersheds following a rain-on-snow event¹¹. Increased *E. coli* concentrations measured on July 2, 2019 may be a result of increased sediment loads following the late June rain-on-snow event.

Aside from the July 2 event, median *E. coli* concentrations in the Slate River peaked in late August like other portions of the study area. Although *E. coli* concentrations measured at some locations approached the value of the primary contact recreation standard, the anti-biasing method provided in the 303(d) listing methodology prevented the 61-day geometric mean from exceeding the standard. *E. coli* concentrations measured in the Slate River in 2018 indicate that the primary contact standard was exceeded during the summer of 2018. **Together, the 2018 and 2019 studies suggest that the Slate River is impaired for *E. coli* concentrations that exceed the primary contact recreation standard.**¹²

Future Activities

If funding is secured, CCWC and local partners plan to collect additional *E. coli* samples in the Washington Gulch Watershed in 2020; the study will be expanded to include nutrient and algae samples based on additional concerns identified during 2019. CCWC has submitted a concept paper to the Colorado Department of Public Health and Environment (CDPHE) Nonpoint Source Program (NPS) in preparation for a formal application to the NPS grant program. The concept paper is provided in Appendix C. The NPS grant requires 40 percent non-federal match (cash or in-kind). CCWC is updating project partners and requesting funds.

¹¹ Based on personal communication with community members.

¹² When evaluating standards attainment, Water Quality Control Division staff have discretion. It is possible that data could be used to identify a portion of Slate River (i.e. subdivide COGUUG08) as impaired for *E. coli* rather than the entire segment. Currently, the lower portion of the segment may lack data to support this conclusion. Additional data collection in the Slate River upstream of the confluence with the East River is recommended.



APPENDIX B: SLATE RIVER INTEGRATED MONITORING PROJECT RESULTS 2019

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

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

-A National Historic District-

February 12, 2020

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

Upper Gunnison River Water Conservancy District
210 West Spencer Suite B
Gunnison, CO 81230

Submitted via email to beverly@ugrwcd.org

RE: Slate River Integrated Monitoring Project Grant Application

Dear Grants Committee Chairs;

The Town of Crested Butte supports the Coal Creek Watershed Coalition's (CCWC) application for funding to pursue the Slate River Integrated Monitoring Project (SRIMP) in 2020 and beyond. The Town believes that the SRIMP is an important step in better evaluating and managing the Slate River watershed and surrounding drainages with respect to *E. coli*, water temperature, and to address nutrient and algae data gaps.

The CCWC has demonstrated their commitment to this project, as their organization has collected *E. coli* in the Slate River Watershed samples since 2013. We look forward to working with the CCWC to evaluate additional data and create management strategies to help maintain the health of this vital river corridor. We feel this project, and future management or restoration activities, supports our commitment to quality of life and environmental stewardship by protecting recreational users and public health in local waterways.

The Town believes that the Slate River Integrated Monitoring Project will benefit our community and our surrounding watersheds; as this project will support and enhance our own management efforts in the area. We strongly support the CCWC's application for Upper Gunnison River Water Conservancy District funds. Thank you for your time and consideration.

Sincerely,

James A. Schmidt
Town Mayor



Staff Report

February 18, 2020

To: Mayor and Town Council

Prepared By: Shea D Earley, Public Works Director

Thru: Dara MacDonald, Town Manager

Subject: Discussion to add a full time Project Manager/Engineer to the Public Works Staff

Summary:

Staff is proposing to create a full time, exempt, position of Project Manager/Engineer to the Public Works Staff. This position would be responsible for the planning, design, construction, and oversight of capital improvement and maintenance projects for the Town of Crested Butte, as well as, assist the Public Works Director in administrative duties associated with the Public Works Department. This position would report to the Public Works Director.

Background:

Every year the Town implements capital improvement and maintenance projects that require the services of a professional engineer performing a multitude of tasks such as planning and design, cost analysis, design review, construction oversight, construction administration, and contract administration. Historically, this role has been filled by a private engineering firm which has been contracted on a project by project basis. Over the last two years, Town has contracted for engineering services to the tune of approximately \$250,540 and \$139,212 for 2018 and 2019, respectively.

Discussion:

Staff believe that this position would absorb a significant portion of the engineering costs and associated tasks historically outsourced to a private engineering firm. This position would also fulfill the role of an assistant Public Works Director, providing redundancy within the department.

Over previous projects, Town Staff have struggled with the scheduling and coordination of construction contractors and engineering consultants, mostly due to the fact that engineering consultants are based out of Glenwood Springs or the Front Range. The result of which has been Town Staff filling gaps in scheduling. This position would alleviate the majority of those scheduling issues that have been seen on past projects. Furthermore, having a staff project manager/engineer would further diversify staff, providing more robust and efficient services to the community.

Climate Impact:

As mentioned previously, the majority of engineering consultants hired by town are from Glenwood Springs or the Front Range. Having a Project Manager/Engineer on staff would eliminate costs associated with drive time, as well as, the carbon footprint of those drive miles.

This position would also be able to assist and facilitate the implementation of many of the projects associated with the Climate Action Plan.

Financial Impact:

Estimated total salary cost, including benefits, will be approximately \$110,000.00. The Town will also have to make an operation investment of approximately \$15,000.00 for office supplies, software, etc.

Staff believe that the acquirement of a project manager/engineer would assume a significant portion of the tasks that were once contracted to an engineering firm, thus offsetting those costs and providing a cost savings to Town.

Recommendation:

Staff is recommending that council instruct staff to pursue the acquisition of a Project Manager/Engineer.

Attachments:

- Draft Project Manager/ Engineer Job Description

Project Manager/ Engineer

Department: Public Works

FLSA Status: Exempt

Job Summary

Perform a full range of project management and civil engineering services for the Town's capital improvement and maintenance projects, including planning, design, cost analysis, project supervision, specification development, and drawing, plan, and map production, as well as, supports the Public Works Director in departmental efforts and serves as the director in the Public Works Director's absence.

Duties and Responsibilities

1. Assists with the development and implementation of the goals, objectives, policies, procedures and work standards for the department.
2. Manages all aspects of the planning, design, and construction of capital improvement and maintenance projects for the Town.
3. Leads, organizes, administers, reviews and evaluates the activities of assigned staff.
4. Assists with the review and approval of engineering documents, including subdivision applications and watershed permit applications.
5. Assists with the management and development of the repair and maintenance programs within Public Works.
6. Field inspection of projects, including conformance to design, specifications, standards, and safety.
7. Responds to questions and complaints from the public; ensures satisfactory resolution; coordinates with other Town departments/staff.
8. Directs and conducts analytical studies; develops and reviews reports of findings, alternatives and recommendations; assists with the maintenance of accurate records and files.
9. Monitors and interprets changes in laws and regulations; evaluates their impact upon Town activities, and develops and implements policy and procedural changes as required.
10. Ensures that safe work practices and procedures are followed and that appropriate safety equipment is utilized.
11. Serves as the director of the Public Works Department in the director's absence.
12. Oversight/liaison to outside engineering/design consultants.

Project Manager/ Engineer

Required Knowledge and Skills

Knowledge of:

- Principles and practices of employee supervision, work planning, performance review and evaluation, training and development.
- Rules, regulations and ordinances pertaining to civil engineering, and other applicable areas of responsibility.
- Rules, regulations and ordinance pertaining to water/wastewater treatment systems.
- Safety practices and procedures.
- Standard office administrative practices and procedures, including record keeping systems and the operation of office equipment, computers, and associated software.
- Methods, practices and equipment used in maintenance, construction and repair of facilities and roadways.
- Principles and practices of public works development and management.
- Land use, physical design, demographic, environmental and socioeconomic concepts as applied to public works planning and operations processes.

Skill in:

- Planning, organizing, scheduling, reviewing and evaluating work of staff.
- Excellent Communication skill and calm leadership style with an ability to juggle multiple tasks at once.
- Gathering and compiling information; preparing accurate reports and summaries; maintaining financial records.
- Ensuring safe and proper use of facilities, vehicles and equipment.
- Planning and implementing public works construction, maintenance, repair and renovation projects.
- Development/production of drawings, plans, and maps. Use of GIS equipment.
- Reading and interpreting plans, maps and specifications; reviewing and approving engineering designs, plans, specifications and construction documentation.
- Preparing clear and concise reports, correspondence and other written materials.
- Interpreting, applying and explaining complex federal, state and local laws, ordinances and regulations.
- Using initiative and independent judgment within established guidelines.
- Establishing and maintaining effective work relationships with staff, coworkers, contractors and the public.

Project Manager/ Engineer

Minimum Job Requirements

Bachelor's degree from an accredited institution in engineering, construction management, or related field and two (2) years of construction management experience in a public works setting.

Professional Engineer License

Colorado Driver's License

Background Investigation

Employment is contingent upon the results of a comprehensive education/experience background investigation and a criminal history record check.

Medical Examination

Employment is contingent upon the results of a physical examination performed by our examining physician. A pre-employment drug test is part of the examination.

Working Conditions and Physical Effort

Strength and physical ability to perform duties in a public works maintenance setting, including operating light and medium vehicles, hand and power equipment; stamina to perform sustained physical labor, including standing, walking, climbing and working in confined or awkward spaces; strength to lift and maneuver materials and equipment weighing up to 50 pounds of force; vision to read printed materials; and hearing and speech to communicate in person or over the telephone. Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work is subject to performance under adverse environmental conditions, with exposure to potentially hazardous chemicals, solvents and fumes.

This job description is intended to describe the general nature and level of work expected of this position. This description is not intended to be construed as an exhaustive listing or description of all responsibilities, duties and skills required of incumbents in the job.

New: 2/7/2020



Staff Report

February 12, 2020

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea Earley, Director of Public Works

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

Date: February 18, 2020

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

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

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

Proposed Motion: Motion and a second to continue the public hearing for Ordinance No. 44, Series 2019 to the March 2, 2020 Council Meeting.

Attachments:

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

ORDINANCE NO. 44

SERIES 2019

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

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

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

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

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

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

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

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

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

POTABLE WATER SERVICE AGREEMENT

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

Recitals

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Potable Water Service Agreement (Turnbull)
Page 6 of 9

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

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

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

With copy to:

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

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

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Potable Water Service Agreement (Turnbull)
Page 8 of 9

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

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

Witness my hand and official seal.

My Commission expires: _____.

Potable Water Service Agreement (Turnbull)
Page 9 of 9

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.

EASEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

Easement Agreement (Turnbull)
Page 4 of 6

County Clerk and Recorder's Office.

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Easement Agreement (Turnbull)
Page 5 of 6

TOWN OF CRESTED BUTTE
A Colorado home rule municipality

By: James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

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

Witness my hand and official seal.

My Commission expires: _____.

Easement Agreement (Turnbull)
Page 6 of 6

THOMAS M. TURNBULL

By: Thomas M. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.

PAMELA L. TURNBULL

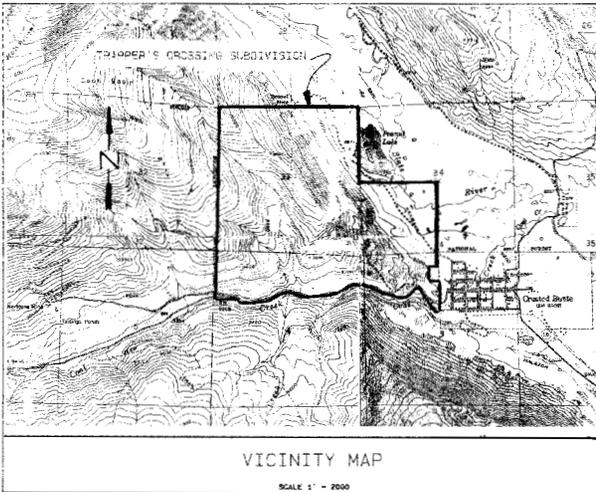
By: Pamela L. Turnbull

STATE OF COLORADO)
) SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission expires: _____.



VICINITY MAP
SCALE 1" = 2000'

COMMENTS

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

General Notes:

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

STATEMENT OF SURVEYOR

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

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



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

DEDICATION

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

- A tract of land within the following sections:
- all Section 33 Township 13 South, Range 86 West, 61thM
 - SW1/4 Section 34 Township 13 South, Range 86 West, 61thM
 - NW1/4 Section 3 Township 14 South, Range 86 West, 61thM
 - N1/2 Section 4 Township 14 South, Range 86 West, 61thM

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

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

1. South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
2. South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
3. South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
4. South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kebler Pass County Road (County Road No. 12);
5. North 05° 31' 28" East 194.52 feet along said center line;
6. 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 375.00 feet;
7. North 78° 29' 39" East 79.65 feet along said center line;
8. 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
9. South 87° 17' 28" East 187.42 feet along said center line;
10. 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
11. South 47° 00' 32" East 82.88 feet along said center line;
12. 187.04 feet along said center line on a tangent curve to the left, said curve having a radius of 265.00 feet;
13. South 88° 13' 33" East 102.18 feet along said center line;
14. 238.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
15. North 71° 45' 12" East 129.24 feet along said center line;
16. 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
17. North 93° 33' 40" East 184.88 feet along said center line;
18. 183.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
19. North 58° 11' 31" East 121.10 feet along said center line;
20. 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
21. South 61° 10' 35" East 35.26 feet along said center line;
22. 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
23. South 78° 32' 50" East 140.49 feet along said center line;
24. 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
25. South 1° 29' 54" East 114.91 feet along said center line;
26. 316.87 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
27. North 89° 48' 54" East 37.33 feet along said center line;
28. 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
29. North 83° 32' 14" East 49.94 feet along said center line;
30. 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
31. North 76° 55' 24" East 487.14 feet along said center line;
32. 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
33. North 57° 47' 22" East 148.51 feet along said center line;
34. 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
35. North 78° 50' 01" East 118.25 feet along said center line;
36. 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
37. South 64° 17' 18" East 116.40 feet along said center line;
38. 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
39. South 89° 18' 58" East 160.31 feet along said center line;
40. 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
41. South 85° 37' 39" East 181.45 feet along said center line;
42. 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
43. South 81° 09' 08" East 136.30 feet along said center line;
44. 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
45. South 60° 43' 40" East 110.77 feet along said center line;
46. 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
47. North 48° 41' 20" East 288.26 feet along said center line;

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

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

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

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

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

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

TRAPPER'S CROSSING, LTD., a Delaware limited partnership, by FAR CORP., a Colorado corporation, general partner
By: Ronald G. Spence, President

STATE OF COLORADO) ss
County of Gunnison

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

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

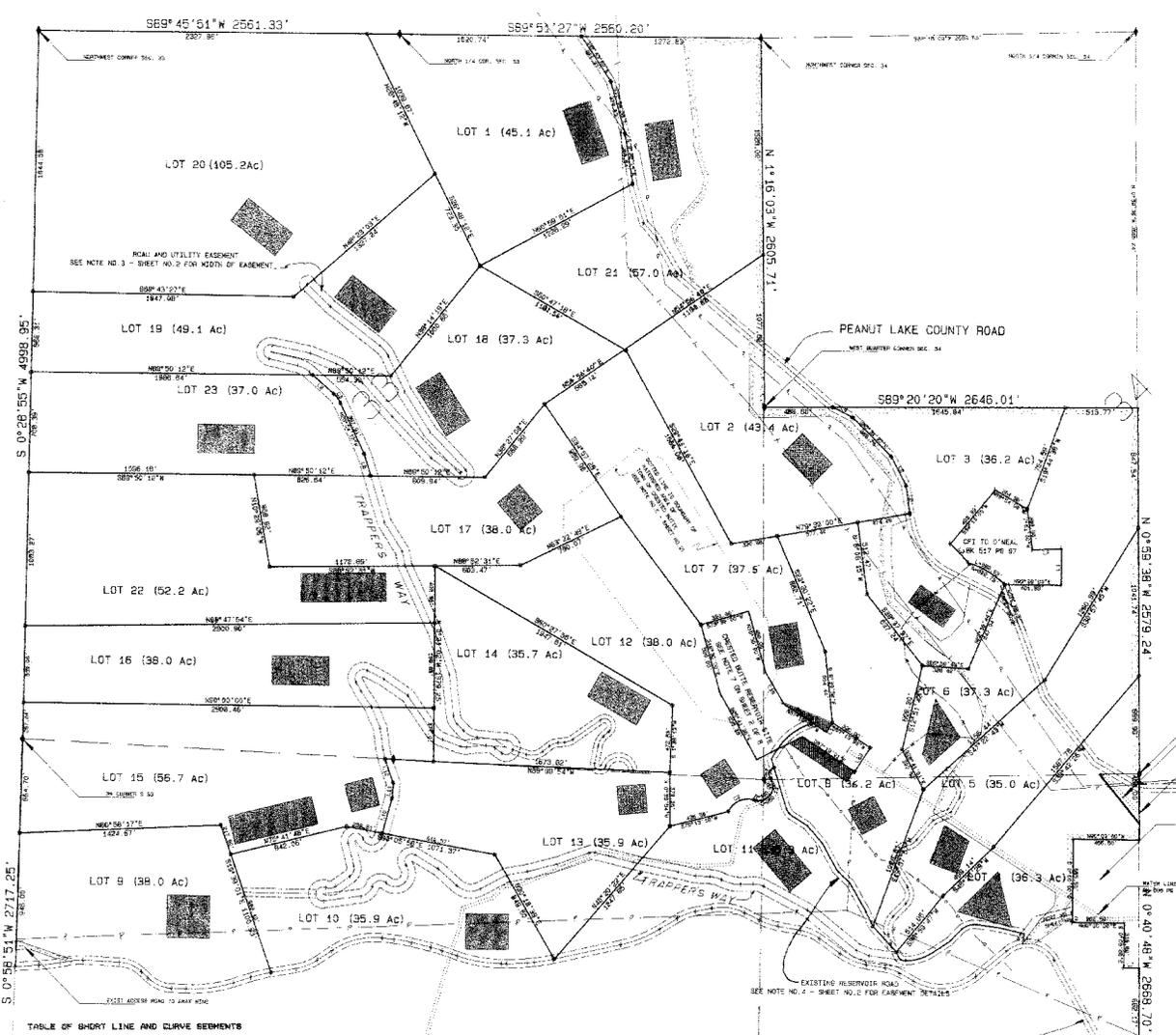
CLERK AND RECORDER'S CERTIFICATE
I hereby certify that this plat was filed in the office of the Clerk and Recorder of Gunnison County, Colorado on the 25th day of April, 1990. Reception No. 418357.

Noted April 25, 1990
James P. Furey
Clerk and Recorder of Gunnison County, Colorado

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

PREPARED DATE: April 19, 1990
JAMES P. FUREY
ENGINEERING AND LAND SURVEYING
P. O. BOX 1907, GUNNISON, CO. 81201
SHEET 1 OF 8

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



SPECIFIC NOTES (EASEMENTS AND WATERSHED AREA)

1. This easement within Lot 4 was granted to Campbell by CPT and recorded in Book 217 at page 332 and is a 50 foot wide access easement (duplicate of this easement is recorded in Book 548 at page 01)
2. This easement (within Lot 4) is created by this plat and intended to grant an easement over the existing driveway leading from the O'Neal Property (Bk 517 at page 97) to the existing Peanut Lake County Road.
3. Road and Utility easement (called Trappers Way on this plat) is created by this plat and is to provide a road and utility easement to access all lots not presently accessed conveniently from the existing County Roads.
4. Reservoir Road - as displayed hereon is a easement created by this plat for a width of 20 feet on each side of the displayed center line for utilities and access. The center line of this easement is identical with the center line of the recorded easement to the Town of Crested Butte for an access road recorded in Book 393 at page 134, said license is for a width of 20 feet on each side of said center line.
5. Watershed Area - the dotted line (mostly within Lots 7 and 12) is the protected Watershed Area as defined on Watershed Map of the Town of the Town of Crested Butte, Colorado, creating the "W" Watershed District.
6. Water Line Easements to Town of Crested Butte (40 feet in width and shown as dotted parcel on plat) - the locations of the most recent easements are shown in a Quit Claim Deed (CPT to Town of Crested Butte, Colorado recorded in Bk 506 at page 324) but similar easements on essentially the same locations were created in favor of the Town of Crested Butte Water and Light Company. The water transmission easement from Coal Creek to the Reservoir was 45' Bk 373 at Page 134 and Bk 144 at page 547. The easement leading from the reservoir to Town is shown in its most recently recorded location (Bk 306 at page 324) but it was essentially the same location. The existing easement is 20 feet in width (along 10 feet on each side of the center line described in said Quit Claim Deed) - this plat creates an additional width on that easement of 20 feet so the total easement width is now 20 feet in width on each side of said center line for a total width of 40 feet.
7. Crested Butte Reservoir Site is shown on the plat in its most recent recorded location - it was recorded as two parcels - Bk 512 at page 278 is the larger and a smaller parcel for water tank location adjacent on the southeast corner of the larger parcel is recorded in Bk 563 at page 450. There are two previously recorded locations for the Reservoir site - being Bk 392 at page 134 and Bk 81 at page 45 - both of these previously recorded locations being essentially on the same location as displayed on this plat.
8. UTILITY EASEMENTS are reserved WITHIN all lots, said easements located on the lot lines and having a width of 10 feet, said easements being for construction and maintenance of buried utilities. Said utilities to serve lots within this subdivision. See sheet no. 8 of 8 for a drawing of said easements.

LEGEND

- Building Site
- Town of Crested Butte Water Line Easement (see note 6 sheet no. 2 for details)
- Road and utility easement created by this plat
- Existing overhead electric or telephone lines
-
-
-
-
-

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00\"/>	257.487
2	S 87°05'00\"/>	208.25
3	S 84°40'00\"/>	187.24
4	S 84°32'01\"/>	154.29
5	S 82°49'20\"/>	229.63
6	S 81°17'14\"/>	197.69
7	S 80°00'00\"/>	110.71
8	N 11°37'57\"/>	163.28
9	N 46°46'58\"/>	177.72
10	N 14°34'08\"/>	228.72
11	N 4°12'10\"/>	108.65
12	N 19°42'25\"/>	180.17
13	N 32°42'00\"/>	200.50
14	S 22°41'00\"/>	80.09
15	N 83°00'00\"/>	228.00

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	108°56'01\"/>	50.00	49.58	94.77	518°31'26\"/>	81.21	
2	84°58'21\"/>	100.00	136.18	221.15	S 87°31'57\"/>	201.66	
3	23°32'47\"/>	200.00	49.47	79.87	N 37°20'34\"/>	79.34	
4	22°52'47\"/>	200.00	49.47	79.87	N 57°20'34\"/>	79.34	
5	166°36'01\"/>	50.00	49.58	94.77	S 16°31'26\"/>	81.21	
6	84°28'21\"/>	150.00	136.18	221.15	S 87°17'57\"/>	201.66	
7	22°52'47\"/>	200.00	49.47	79.87	N 37°20'34\"/>	79.34	

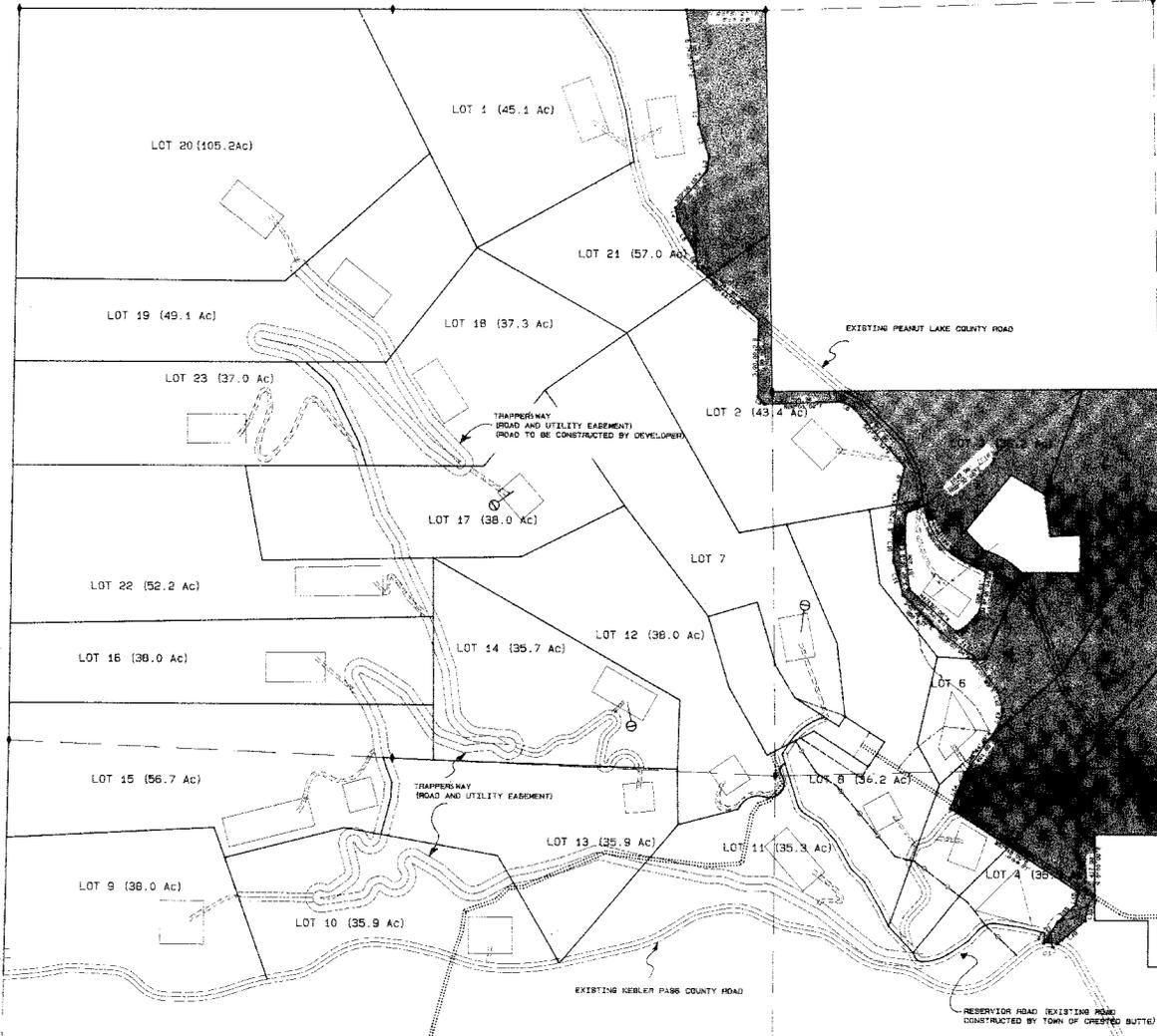
TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 19, 1990 LATEST REV. DATE: 00

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

SHEET 2 OF 8



400 200 0 400 800 1200
SCALE IN FEET

TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S18°09'32"E	232.44'		
3	S10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S29°05'24"E	247.79'		
6	S10°10'57"E	108.60'		
7	S43°08'12"E	80.52'		
8	S40°58'32"E	56.73'		
9	S13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S16°16'04"E	240.33'		
12	S15°20'41"E	125.79'		
13	S13°38'41"W	111.82'		
14	S21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S45°56'55"W	168.17'		
17	S33°44'55"W	176.74'		
18	N50°03'24"E	256.48'		
19	N 9°52'29"E	107.90'		
20	N34°14'57"E	79.09'		
21	N44°34'54"W	162.47'		
22	S69°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N61°32'48"E	80.15'		
25	N40°47'35"E	140.41'		

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

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

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

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

Lot 4 Drive Road to be constructed by Owners of Lots 4, 5, and 6 within the "road and utility easement" shown on these drawings (leads from the existing Reservoir Road to a terminus at the boundary common to Lots 5 and 6).

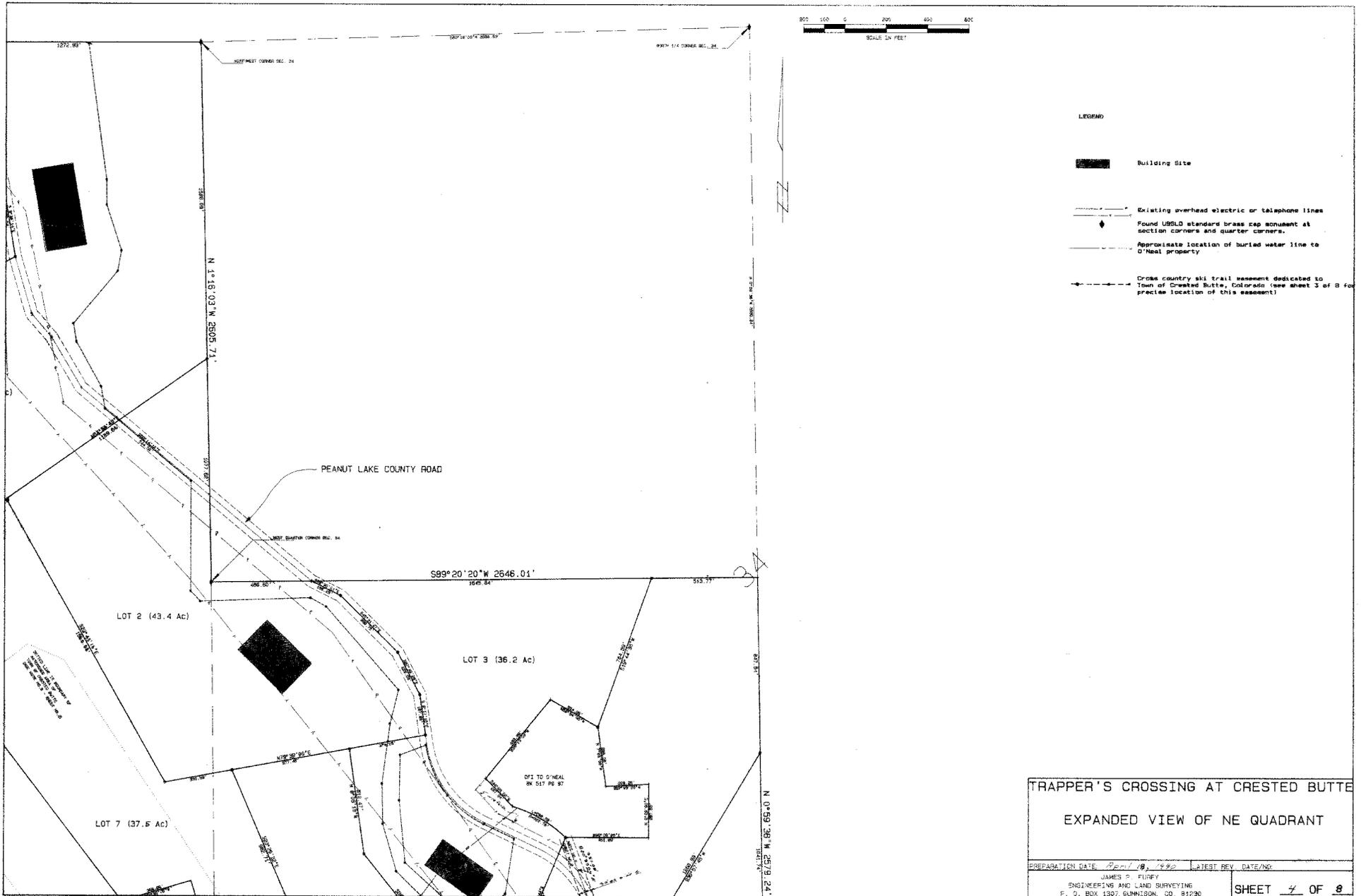
Lot 9 Drive Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).

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

TRAPPER'S CROSSING AT CRESTED BUTTE

ROADS, DRIVEWAYS, LEACH FIELDS AND SKIING EASEMENTS

PREPARATION DATE: <u>April 10, 1990</u>	LATEST REV. DATE/NO.
JAMES D. FURSE ENGINEERING AND LAND SURVEYING P. O. BOX 1879, SURREY, CO. 81350	
SHEET <u>3</u> OF <u>8</u>	



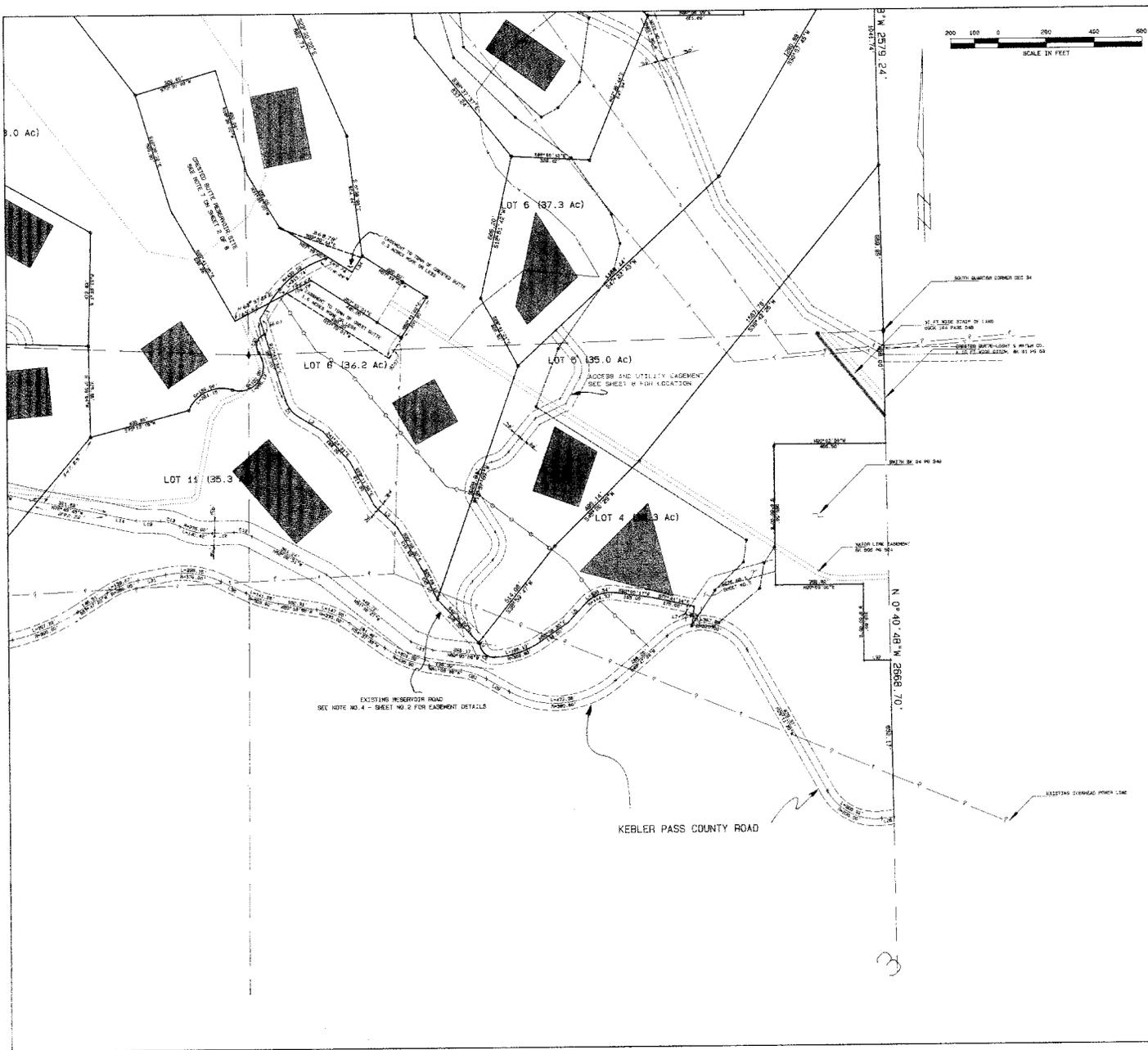


TABLE OF SHORT LINE AND CURVE SEGMENTS

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

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	36.43	38.79	67.87	S89°14'02"E	62.94
12	29°44'50"	150.00	39.84	72.60	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.71

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

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

PREPARATION DATE: 07/21/2010 LATEST REV. DATE/NO:

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

SHEET 5 OF 8

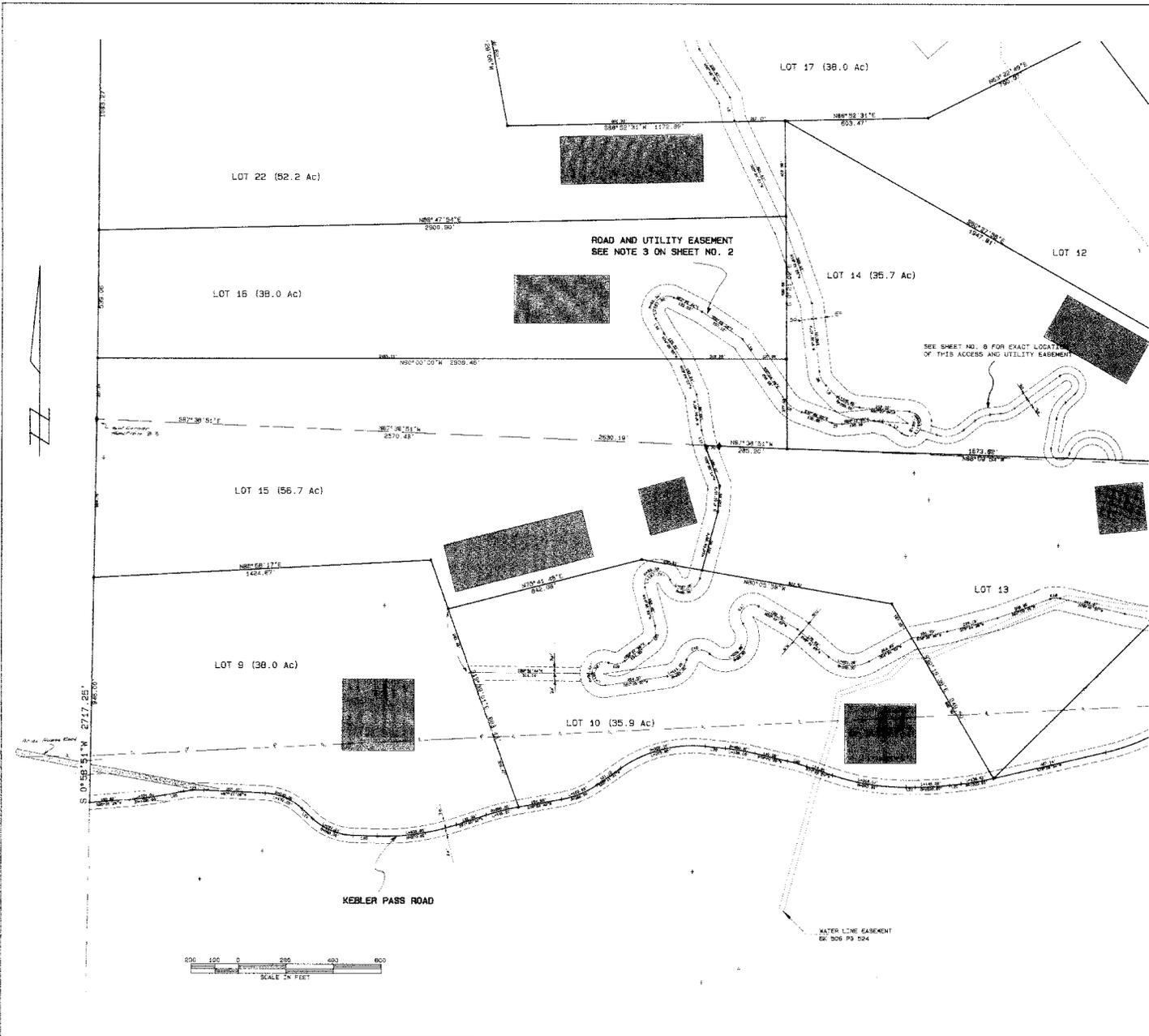


TABLE OF SHORT CURVE AND LINE SEGMENTS

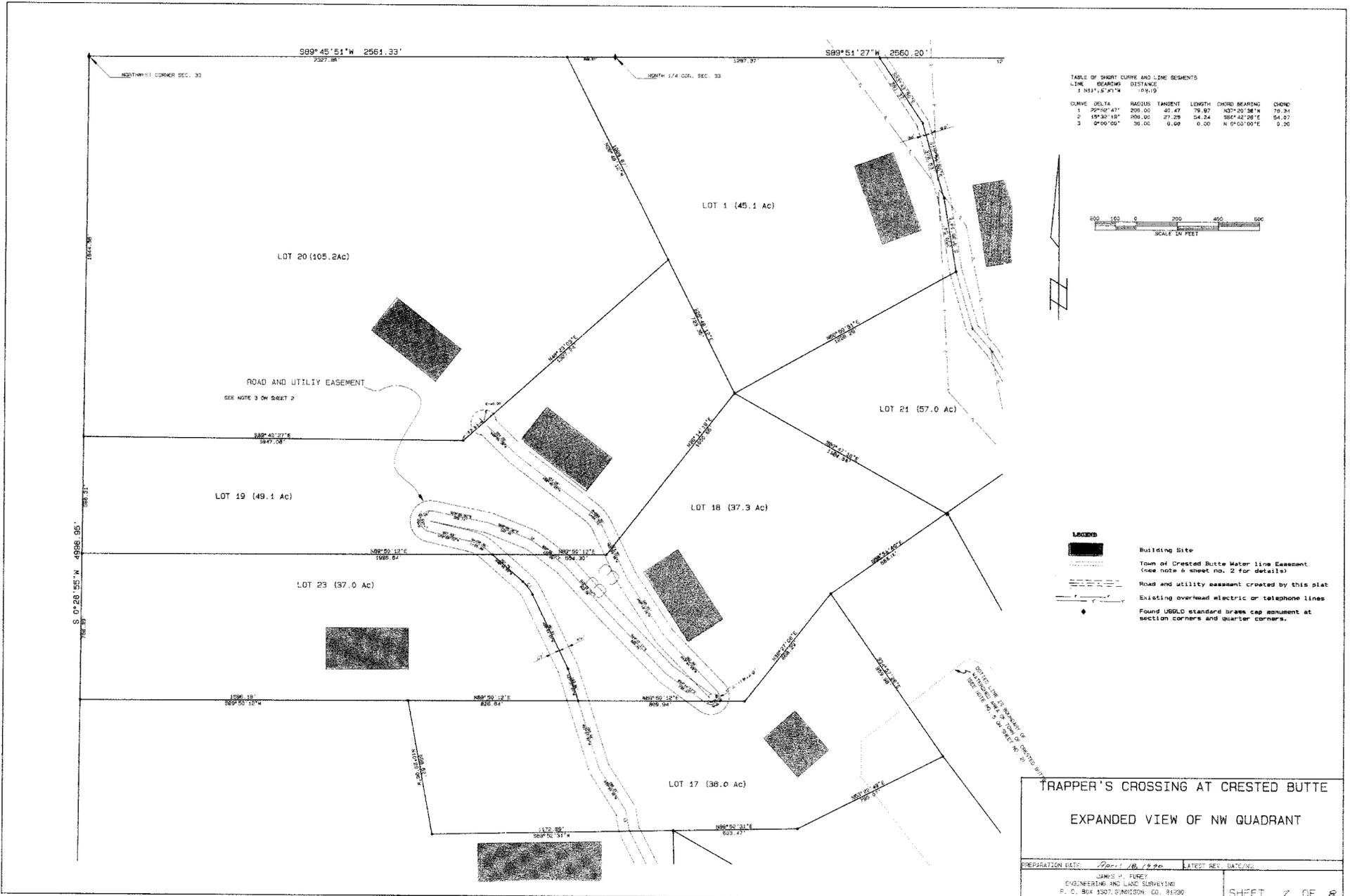
LINE	BEARING	DISTANCE
1	S23°33'47"W	149.80
2	S43°39'48"W	84.29
3	N75°53'59"W	150.00
4	S30°48'00"W	80.00
5	S31°59'46"W	79.86
6	S70°18'48"E	89.67
7	S84°56'28"E	89.70
8	N44°24'07"W	87.53
9	N11°15'51"W	104.19
10	S71°21'45"E	101.64
11	N61°09'07"E	81.65
12	N84°39'14"E	44.81
13	S49°04'32"W	52.84
14	N69°39'53"W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

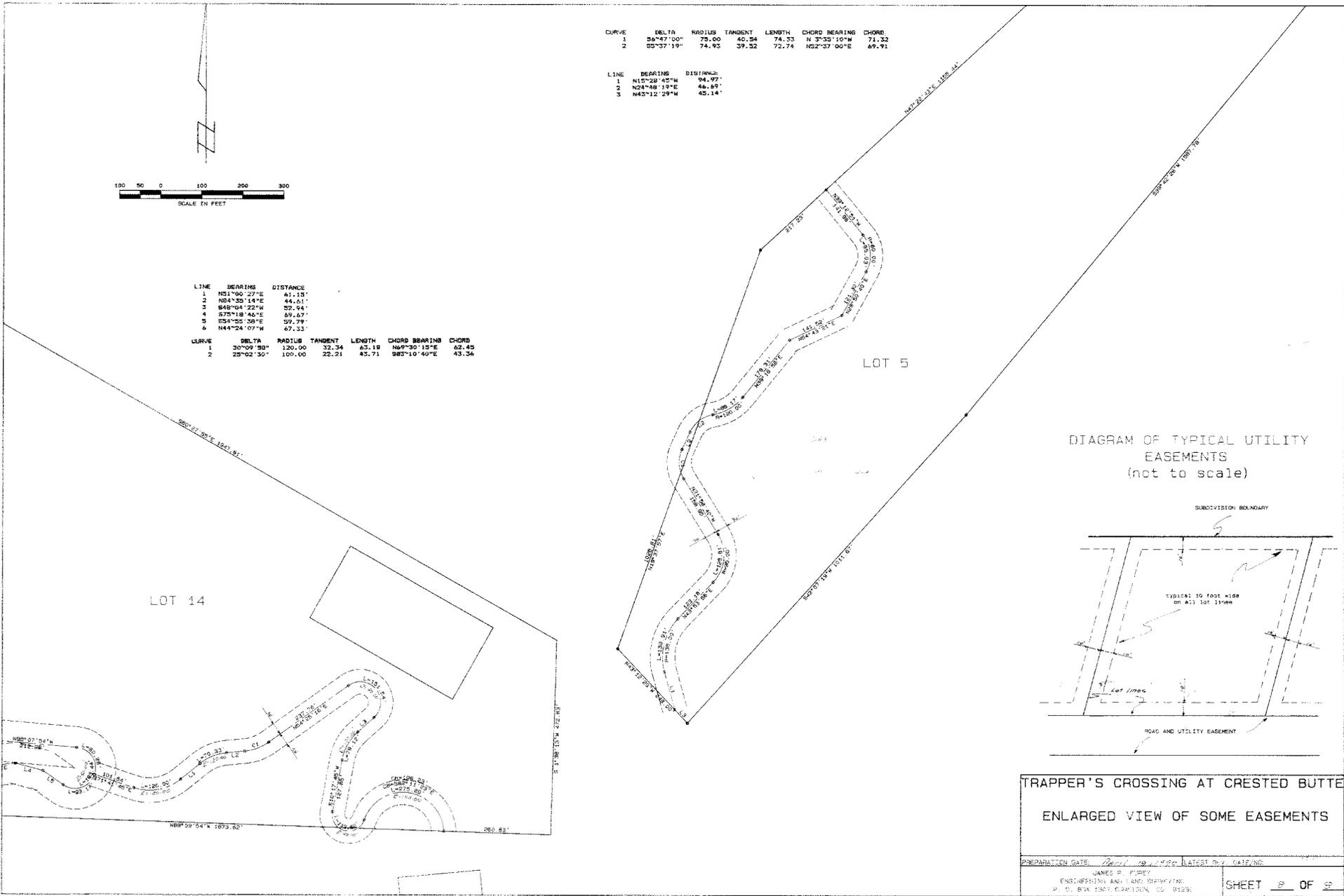
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	53.87	S33°11'47"W	71.80
2	60°28'15"	100.00	56.25	105.48	67.34	S73°52'55"W	100.00
3	20°38'47"	200.00	40.47	79.87	63.71	N37°03'38"W	79.34
4	41°14'15"	119.60	45.00	86.08	53.77	S37°47'42"E	84.23
5	109°38'01"	80.00	86.88	84.77	51.81	S18°31'28"W	81.21
6	34°03'25"	150.00	45.99	68.24	35.37	S23°58'48"E	67.63
7	29°02'30"	150.00	52.21	43.71	33.10	S10°40'40"E	43.36
8	37°41'20"	100.00	54.00	66.67	40.00	N09°00'00"W	64.88
9	15°35'19"	200.00	87.26	54.24	38.00	S60°25'28"E	54.07
10	10°00'00"	30.00	0.00	0.00	0.00	N 0°00'00"E	0.00
11	35°34'47"	100.00	35.21	70.30	47.15	N87°47'15"E	69.33
12	38°08'58"	120.00	30.34	63.18	43.20	N68°30'22"E	62.45
13	37°48'30"	120.00	41.06	72.12	45.10	N77°11'04"W	77.43
14	29°44'58"	150.00	38.64	77.89	47.15	N77°15'01"W	77.01
15	29°16'00"	150.00	42.30	83.24	47.89	N78°25'08"W	80.57
16	33°29'38"	75.00	29.96	40.74	26.80	S68°52'50"W	40.16
17	109°38'05"	50.00	46.05	138.71	84.12	S28°28'28"W	87.93
18	114°42'40"	60.00	63.86	125.13	77.00	S75°05'50"W	101.04
19	90°28'54"	75.00	36.99	72.87	42.22	N62°42'22"E	69.45
20	88°34'30"	75.00	47.73	83.78	47.73	N19°40'42"E	78.87
21	158°03'38"	45.00	38.07	117.33	51.00	S 0°00'00"W	78.87
22	0°23'00"	90.00	48.32	84.67	50.00	S94°11'22"W	84.54
23	10°10'50"	375.00	43.44	83.48	58.00	S80°10'00"W	86.30

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

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

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





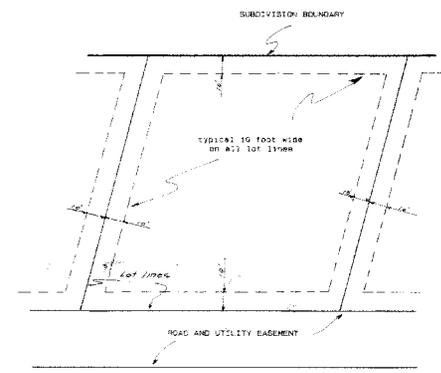
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	36°47'00"	75.00	40.54	74.33	N 3°32'10"W	71.32
2	55°37'19"	74.93	39.32	72.74	N52°37'00"E	69.91

LINE	BEARING	DISTANCE
1	N15°28'45"W	94.97
2	N54°48'17"E	44.49
3	N43°12'29"W	45.14

LINE	BEARING	DISTANCE
1	N51°00'27"E	41.15
2	N04°35'14"E	44.61
3	S48°04'22"W	32.94
4	S75°18'45"E	59.67
5	S31°52'38"E	32.78
6	N44°24'07"W	47.33

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	30°09'58"	120.00	32.34	43.18	N49°30'19"E	42.45
2	29°02'30"	100.00	25.21	42.71	S87°10'40"E	41.36

DIAGRAM OF TYPICAL UTILITY EASEMENTS (not to scale)



TRAPPER'S CROSSING AT CRESTED BUTTE
ENLARGED VIEW OF SOME EASEMENTS

PREPARATION DATE: <i>April 19, 1999</i>	LATEST DATE: <i>DATE/NO.</i>
ENGINEER: JAMES P. PIPEY P. O. BOX 2267, PARLISSON, UT 84203	
SHEET <i>8</i> OF <i>12</i>	

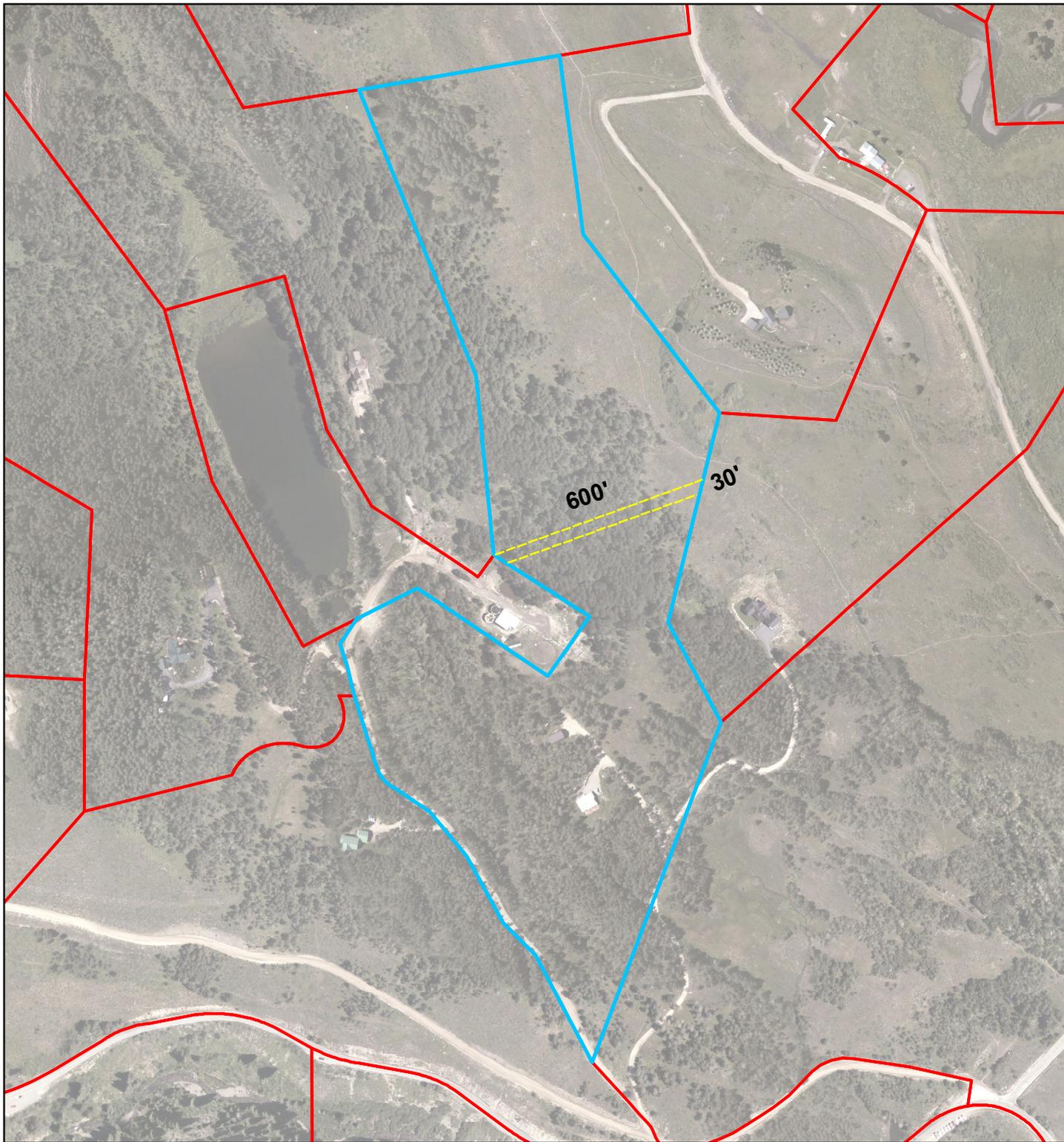
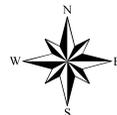


FIGURE 1 - Approximate Location of Water Line Easement for Lot 8 Trapper's Crossing at Crested Butte

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



December 4, 2019

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

RE: Request for Extension of Water Service Beyond Town Boundaries

Dara MacDonald

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

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

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

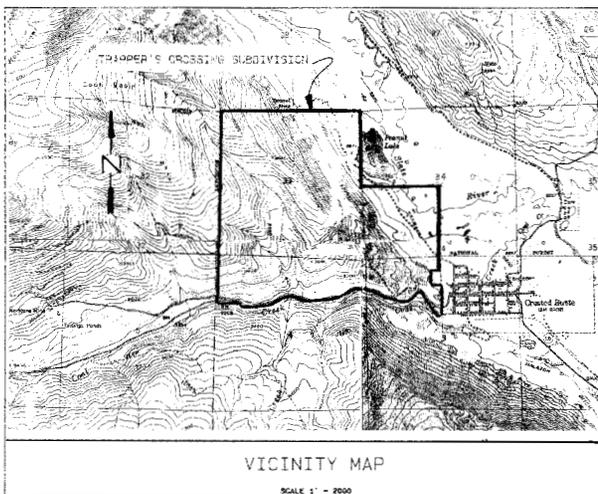
The legal description of the property is Lot 8, Trappers Crossing at Crested Butte and further illustrated in **Exhibit A**. The property has already been developed and includes a primary single family dwelling unit and a detached garage with a second single family dwelling unit. The primary unit and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

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

Sincerely

Thomas M. Turnbull
Owner

Pamela L. Turnbull
Owner



VICINITY MAP
SCALE 1" = 2000'

COMMENTS

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

General Notes:

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

STATEMENT OF SURVEYOR

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

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



James P. Furey, L.S. #11250

April 19, 1990

Date

DEDICATION

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

A tract of land within the following sections:

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

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

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

1. South 89° 51' 27" West 2560.20 feet to the north quarter corner of said Section 33;
2. South 89° 45' 51" West 2561.33 feet to the northeast corner of said Section 33;
3. South 60° 28' 31" West 4998.95 feet along the westerly boundary of said Section to the southwest corner of said Section 33;
4. South 60° 58' 51" West 1610.70 feet along the westerly boundary of said Section 4 to the center line of the existing Kebler Pass County Road (County Road No. 12);
5. North 05° 31' 28" East 184.52 feet along said center line;
6. 151.55 feet along said center line on a tangent curve to the left, said curve having a radius of 375.00 feet;
7. North 78° 29' 39" East 79.65 feet along said center line;
8. 86.49 feet along said center line on a tangent curve to the right, said curve having a radius of 375.00 feet;
9. South 87° 17' 28" East 387.42 feet along said center line;
10. 172.25 feet along said center line on a tangent curve to the right, said curve having a radius of 265.00 feet;
11. South 47° 00' 32" East 82.88 feet along said center line;
12. 187.04 feet along said center line on a tangent curve to the left, said curve having a radius of 265.00 feet;
13. South 88° 13' 33" East 102.18 feet along said center line;
14. 238.95 feet along said center line on a tangent curve to the left, said curve having a radius of 370.00 feet;
15. North 71° 45' 12" East 129.24 feet along said center line;
16. 140.67 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
17. North 93° 33' 40" East 184.88 feet along said center line;
18. 183.83 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
19. North 58° 11' 31" East 121.10 feet along said center line;
20. 375.85 feet along said center line on a tangent curve to the right, said curve having a radius of 630.00 feet;
21. South 64° 10' 35" East 35.26 feet along said center line;
22. 126.03 feet along said center line on a tangent curve to the right, said curve having a radius of 390.00 feet;
23. South 78° 32' 50" East 140.49 feet along said center line;
24. 84.57 feet along said center line on a tangent curve to the right, said curve having a radius of 900.00 feet;
25. South 1° 29' 54" East 114.91 feet along said center line;
26. 316.87 feet along said center line on a tangent curve to the left, said curve having a radius of 970.00 feet;
27. North 89° 48' 58" East 37.33 feet along said center line;
28. 145.03 feet along said center line on a tangent curve to the left, said curve having a radius of 1225.00 feet;
29. North 83° 32' 14" East 49.94 feet along said center line;
30. 128.52 feet along said center line on a tangent curve to the left, said curve having a radius of 1300.00 feet;
31. North 76° 55' 24" East 487.14 feet along said center line;
32. 297.22 feet along said center line on a tangent curve to the left, said curve having a radius of 890.00 feet;
33. North 57° 47' 22" East 148.51 feet along said center line;
34. 129.57 feet along said center line on a tangent curve to the right, said curve having a radius of 380.00 feet;
35. North 78° 50' 81" East 118.25 feet along said center line;
36. 238.15 feet along said center line on a tangent curve to the right, said curve having a radius of 370.00 feet;
37. South 64° 17' 18" East 116.40 feet along said center line;
38. 141.26 feet along said center line on a tangent curve to the left, said curve having a radius of 905.00 feet;
39. South 89° 18' 58" East 160.31 feet along said center line;
40. 147.95 feet along said center line on a tangent curve to the right, said curve having a radius of 330.00 feet;
41. South 85° 37' 39" East 181.45 feet along said center line;
42. 201.38 feet along said center line on a tangent curve to the left, said curve having a radius of 435.00 feet;
43. South 81° 09' 08" East 136.30 feet along said center line;
44. 110.51 feet along said center line on a tangent curve to the right, said curve having a radius of 310.00 feet;
45. South 60° 43' 40" East 110.77 feet along said center line;
46. 472.85 feet along said center line on a tangent curve to the left, said curve having a radius of 380.00 feet;
47. North 48° 41' 20" East 288.26 feet along said center line;

48. 387.89 feet along said center line on a tangent curve to the right, said curve having a radius of 230.00 feet;
49. South 52° 11' 30" East 876.17 feet along said center line;
50. 269.91 feet along said center line on a tangent curve to the left, said curve having a radius of 230.00 feet;
51. North 87° 34' 14" East 50.30 feet along said center line;
52. North 0° 40' 48" West 852.17 feet along said center line to the south boundary of the Smith property as described in Book 24 at page 219 of the records of the Gunnison County Clerk and Recorder;
53. WEST 110.71 feet along said boundary;
54. NORTH 216.50 feet along the westerly boundary of said Smith property;
55. WEST 390.50 feet along the westerly boundary of said Smith property;
56. NORTH 595.50 feet along the westerly boundary of said Smith property;
57. EAST 458.50 feet along the northerly boundary of said Smith property to a point on said north-south section line;
58. North 0° 40' 48" West 458.00 feet to the north quarter corner of said Section 31;
59. North 0° 59' 38" West 2579.24 feet to the north quarter corner of said Section 34;
60. South 89° 20' 20" West 2646.01 feet to the west quarter corner of said Section 34;
61. North 1° 16' 03" West 2608.71 feet to the northeast corner of said Section 34, said corner being the POINT OF BEGINNING;

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

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

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

has laid out, plotted and subdivided the same as Trapper's Crossing at Crested Butte as shown on the Plat and does hereby dedicate to Trapper's Crossing at Crested Butte Association, a Colorado non-profit corporation, for the non-exclusive use and benefit of the owners of all Lots within Trapper's Crossing at Crested Butte, their heirs, successors and assigns, the private roads set forth on the Plat for vehicular and pedestrian ingress and egress and for the installation and maintenance of all utilities, either by the Association, any utility company, the dedicant, the Association or any Lot owner. There is dedicated to the Town of Crested Butte, Colorado the land shown as Public Lands as shown on the Plat under the terms and conditions set forth in the Agreement. There is further dedicated to Trapper's Crossing at Crested Butte Association the Reservoir Easement, Ejectment, and Pipeline Easement as shown on the Plat, for the installation, maintenance, repair, replacement and operation of those facilities as described in Case No. 89-CW-218 of the Water Court for Water Division 4, State of Colorado.

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

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

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

STATE OF COLORADO)
County of Gunnison) ss.

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

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

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

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

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

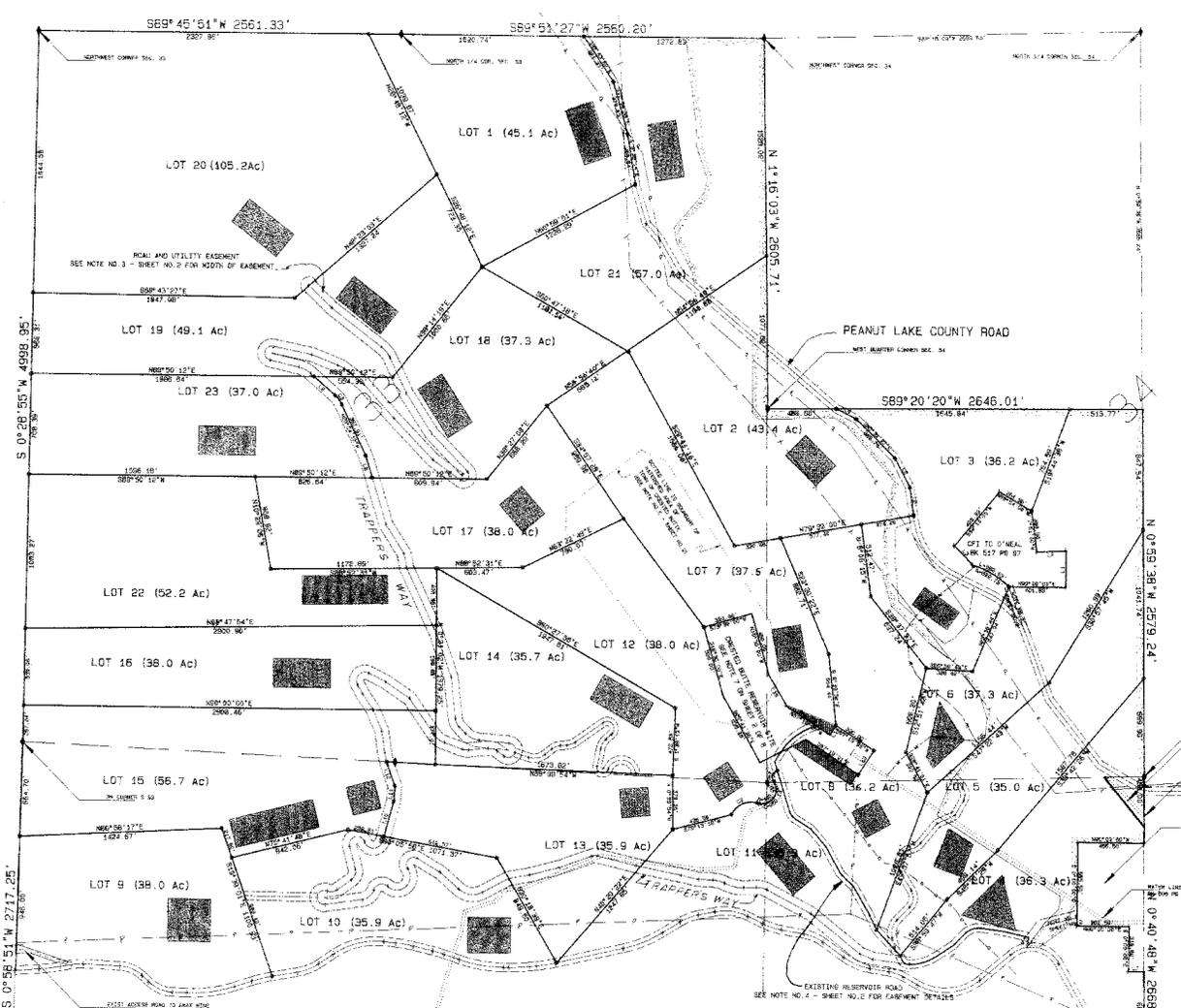
PREPARED DATE: April 19, 1990 TESTED DATE: [blank]

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

SHEET 1 OF 8

TABLE OF CONTENTS

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



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

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

TABLE OF SHORT LINE AND CURVE SEGMENTS

LINE	BEARING	DISTANCE
1	N 0°00'00"E	257.487
2	S 87°05'00"W	208.25
3	S 84°09'00"E	187.24
4	S 84°32'01"W	154.29
5	S 82°49'20"E	229.63
6	S 81°17'14"E	197.69
7	S 80°00'00"E	110.71
8	N 11°37'57"W	163.28
9	N 46°46'58"E	177.72
10	N 14°34'08"E	228.72
11	N 41°12'10"E	108.65
12	N 19°42'25"W	180.17
13	N 62°42'00"E	200.50
14	S 82°41'00"W	80.09
15	N 83°00'00"W	228.00

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

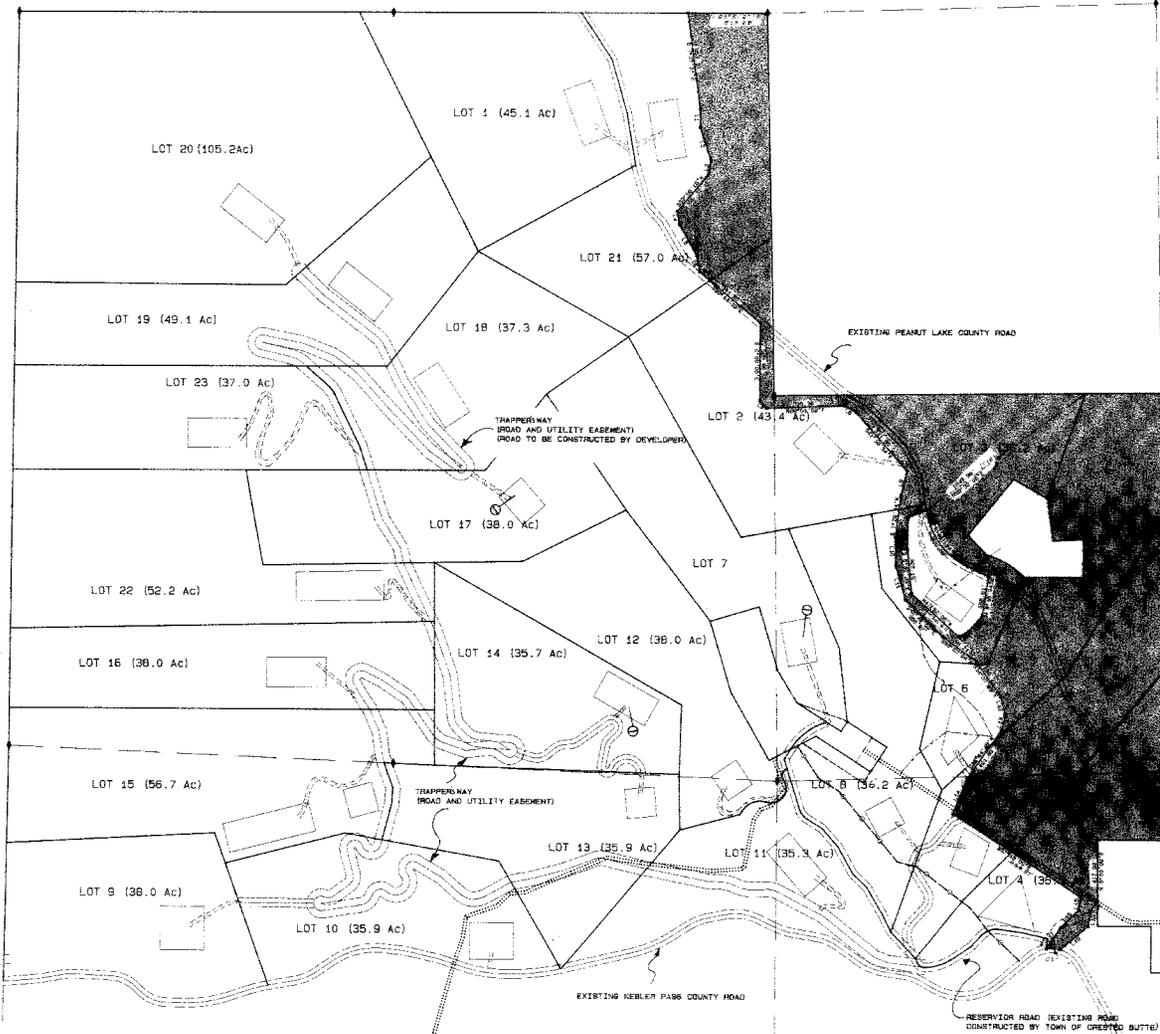
TRAPPER'S CROSSING AT CRESTED BUTTE

LOT LAYOUT AND EASEMENTS

PREPARATION DATE: April 19, 1990 LATEST REV. DATE: 00

ENGINEERS AND LAND SURVEYING
P. O. BOX 1307, GUNNISON, CO. 81230

SHEET 2 OF 8



SCALE IN FEET

TABLE OF SHORT LINE SEGMENTS FOR SKIING EASEMENT BOUNDARY

CURVE #	RADIUS	LENGTH ARC	CHORD BEARING	CHORD DISTANCE
1	220.00	92.80	N 67°17' 43" W	92.11
LINE	BEARING	DISTANCE		
1	S 0°00'00"E	121.26'		
2	S18°09'32"E	232.44'		
3	S10°07'29"W	100.78'		
4	S 9°25'14"E	89.00'		
5	S29°05'24"E	247.79'		
6	S10°10'57"E	108.60'		
7	S43°08'12"E	80.52'		
8	S40°58'32"E	56.73'		
9	S13°36'54"W	168.58'		
10	S 1°16'51"E	153.75'		
11	S16°16'04"E	240.33'		
12	S15°20'41"E	125.79'		
13	S13°38'41"W	111.82'		
14	S21°33'03"W	240.37'		
15	S 7°58'59"W	92.18'		
16	S45°56'55"W	168.17'		
17	S33°44'55"W	176.74'		
18	N50°03'24"E	256.48'		
19	N 9°52'29"E	107.90'		
20	N34°14'57"E	79.09'		
21	N44°34'54"W	162.47'		
22	S69°14'36"W	133.80'		
23	S 1°00'33"W	218.59'		
24	N61°32'48"E	80.15'		
25	N40°47'35"E	140.41'		

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

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY DEVELOPER

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

IDENTIFICATION OF ACCESS ROADS TO BE CONSTRUCTED BY LOT OWNERS

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

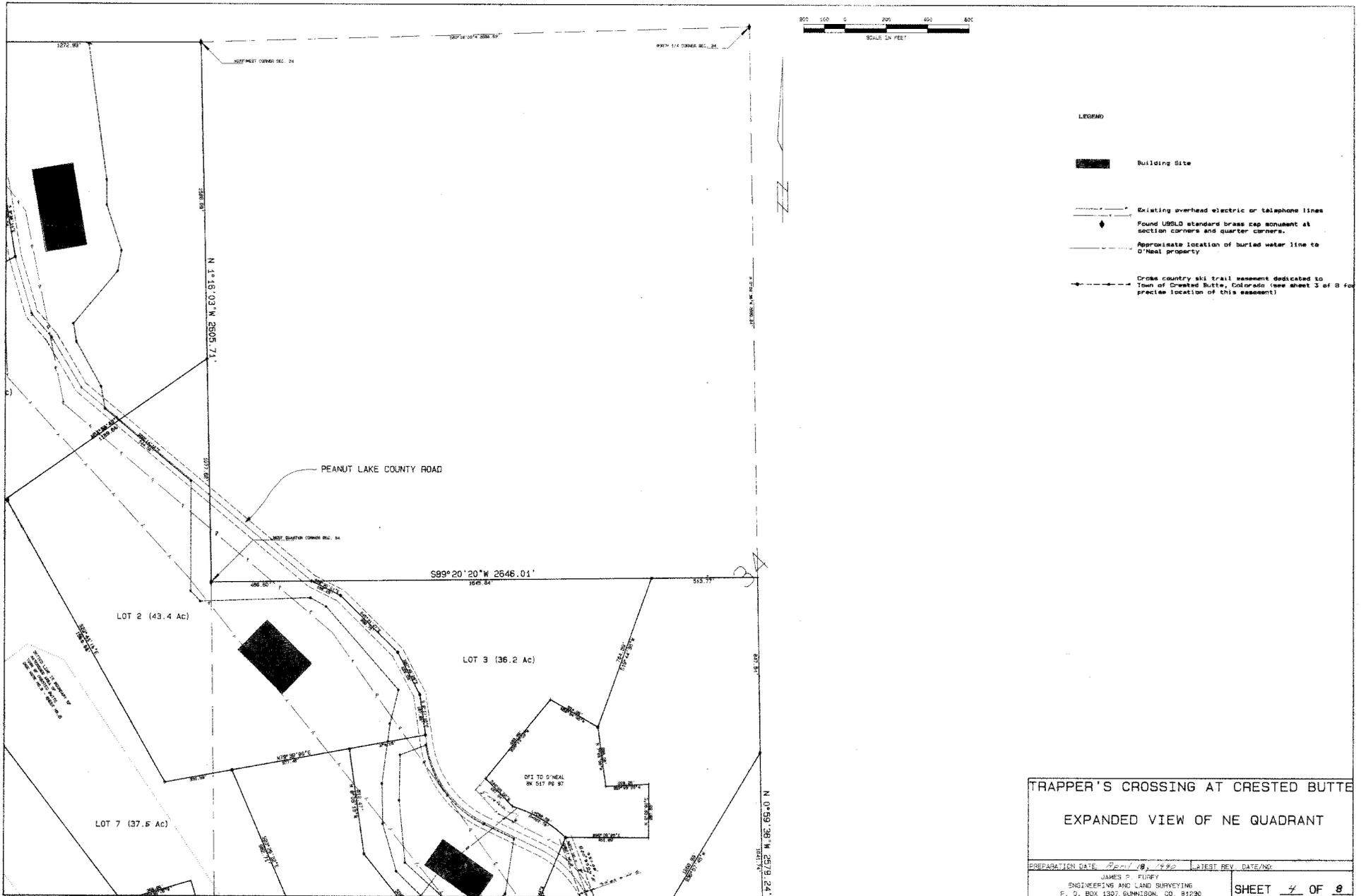
Lot 9 Drive Road to be constructed by Owner of Lot 9 within the "road and utility easement" shown on these drawings (leads from the Trapper Way Road to a terminus at the boundary common to Lots 9 and 10).

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

TRAPPER'S CROSSING AT CRESTED BUTTE

ROADS, DRIVEWAYS, LEACH FIELDS AND SKIING EASEMENTS

PREPARATION DATE: <u>April 18, 1990</u>	LATEST REV. DATE/NO.
JAMES D. FURSEY ENGINEERING AND LAND SURVEYING P. O. BOX 1859, SURREY, CO. 81350	
SHEET <u>3</u> OF <u>8</u>	



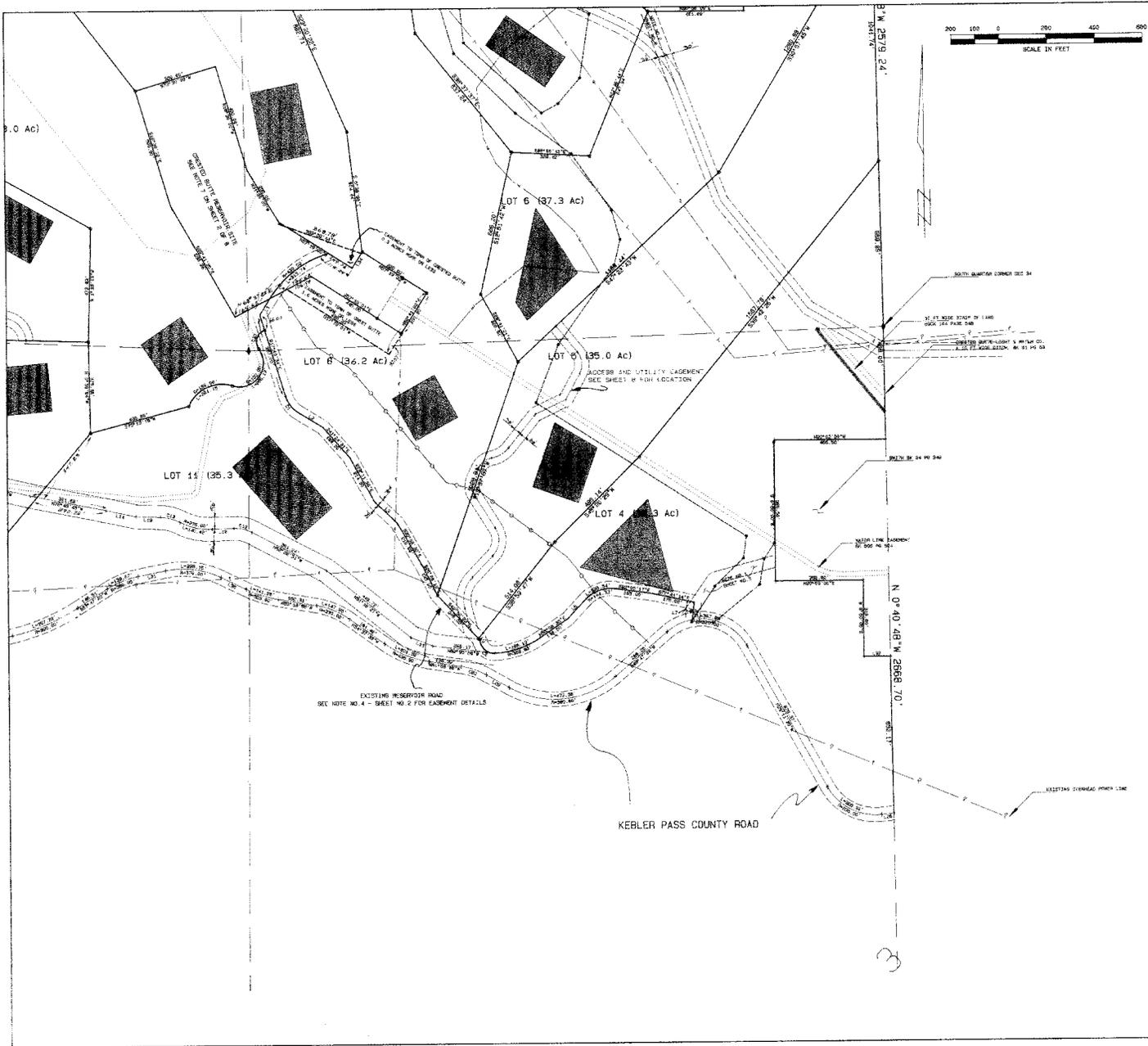


TABLE OF SHORT LINE AND CURVE SEGMENTS

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

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
1	41°14'18"	117.60	45.00	85.08	S37°47'42"E	84.23
2	6°00'46"	36.43	38.79	67.87	S89°14'02"E	62.94
12	29°44'50"	150.00	39.84	72.60	N07°15'01"W	77.01
13	23°04'05"	190.00	42.30	85.24	N75°25'09"W	82.57
20	20°25'28"	310.00	55.85	110.51	N70°56'24"W	109.92
21	108°36'01"	50.00	69.28	94.77	S18°31'26"W	81.71

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

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

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

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

SHEET 5 OF 8

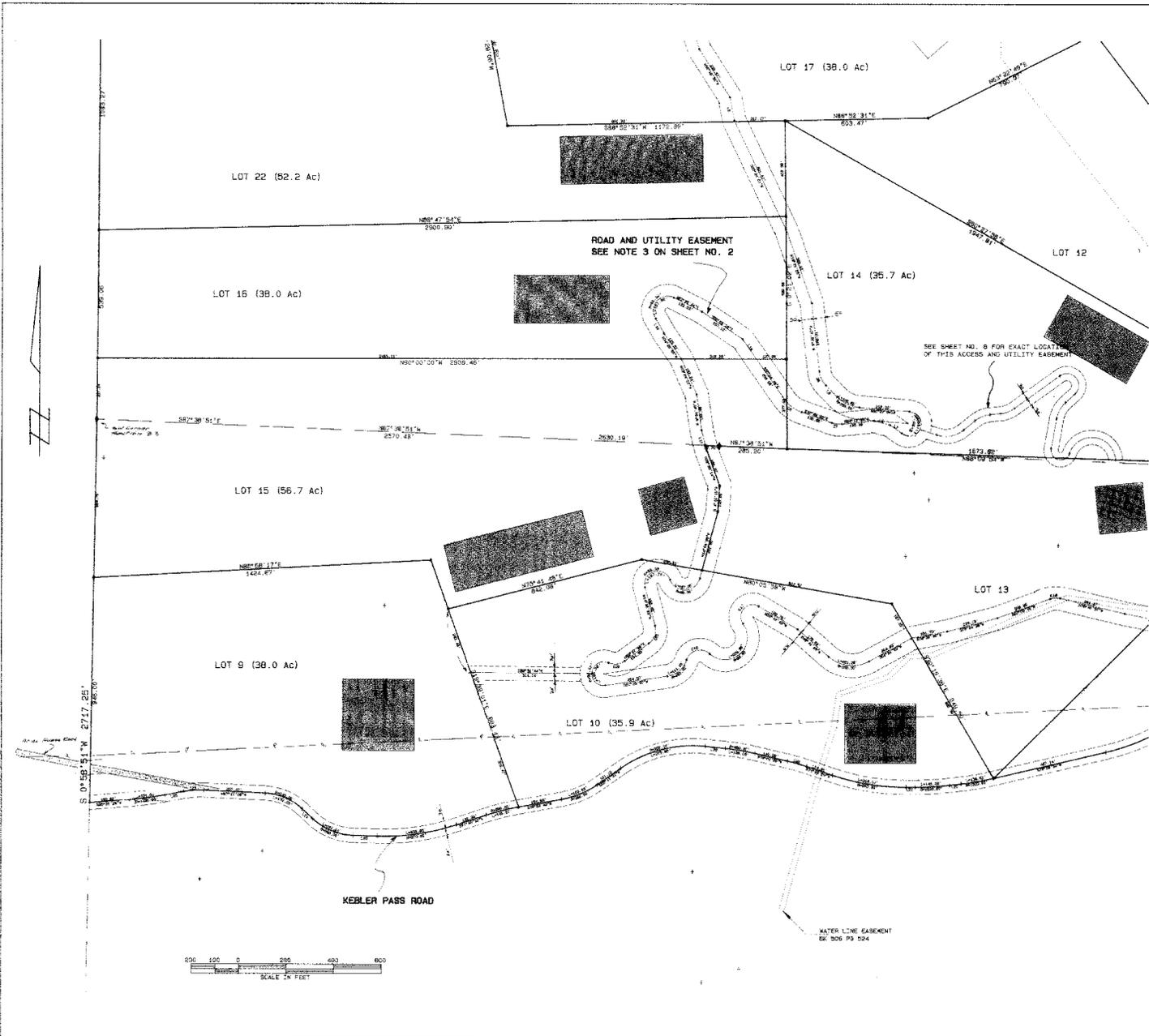


TABLE OF SHORT CURVE AND LINE SEGMENTS

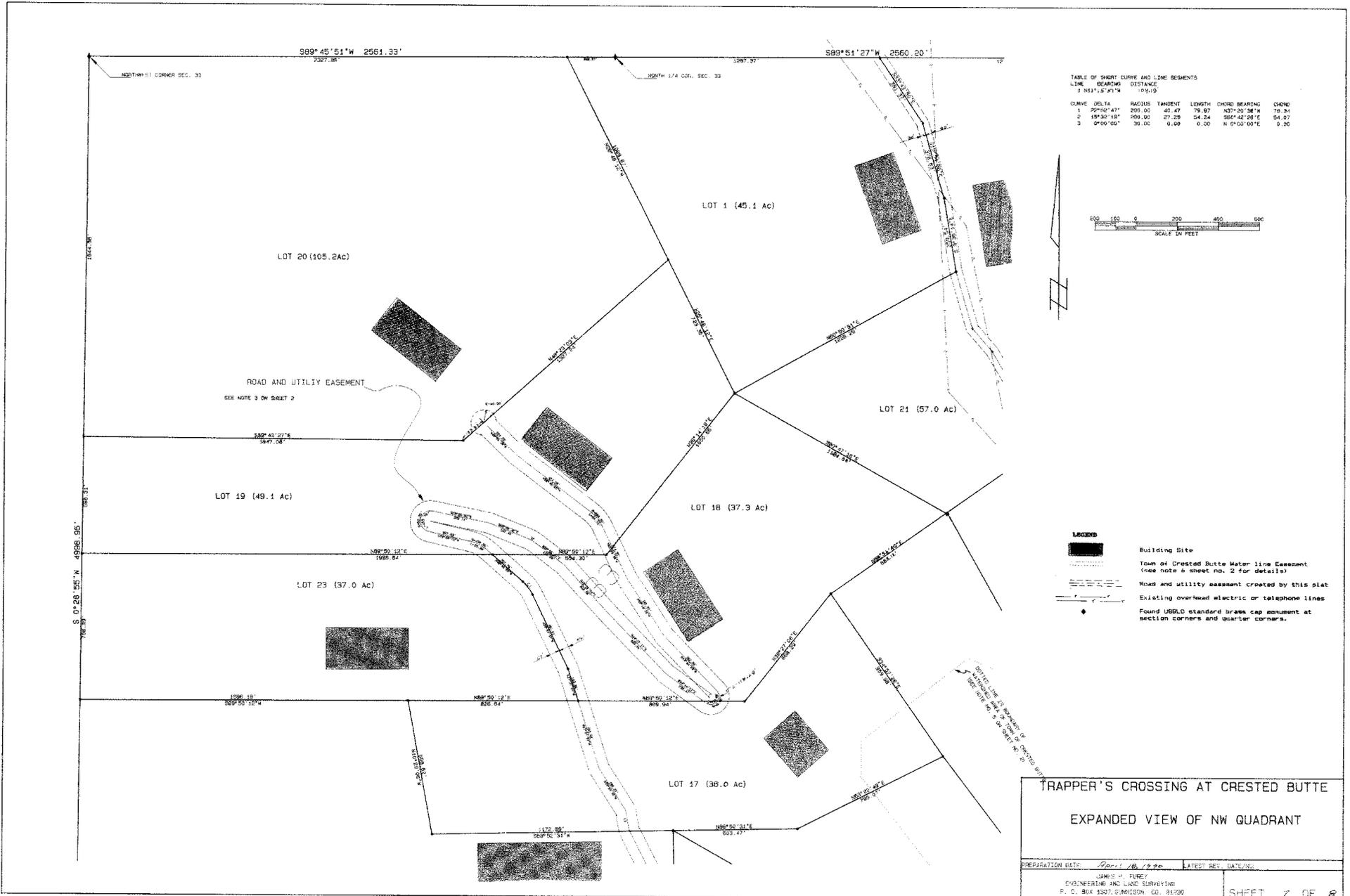
LINE	BEARING	DISTANCE
1	S23°33'47"W	149.80
2	S43°39'48"W	84.29
3	N75°53'59"W	150.00
4	S30°48'00"W	80.00
5	S31°59'46"W	79.86
6	S70°18'48"E	89.67
7	S84°56'28"E	89.70
8	N44°24'07"W	87.53
9	N11°15'51"W	104.19
10	S71°21'45"E	101.64
11	N61°09'07"E	81.65
12	N84°39'14"E	44.81
13	S49°04'32"W	52.84
14	N69°39'53"W	57.14
15	S87°56'30"W	80.12
16	N87°58'12"W	102.34
17	N13°37'02"W	87.60
18	N29°30'03"W	71.86
19	S36°04'48"E	100.87
20	S89°32'14"W	49.84
21	S89°49'08"W	37.23
22	N84°10'35"W	89.26
23	N89°13'23"W	110.18
24	N47°00'32"W	82.58
25	S79°29'59"W	79.85

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	20°38'51"	200.00	38.30	71.81	53.87	S33°11'47"W	71.80
2	60°28'15"	100.00	36.25	105.48	67.32	S73°52'55"W	100.86
3	20°38'47"	200.00	40.47	79.87	63.71	N37°01'38"W	79.34
4	41°14'15"	119.60	45.00	86.08	53.77	S37°47'42"E	84.23
5	109°38'01"	80.00	86.88	84.77	51.81	S18°31'28"W	81.21
6	34°03'25"	150.00	45.99	69.24	35.37	S63°58'48"E	67.63
7	29°02'30"	150.00	52.21	43.71	33.10	N10°40'40"E	43.36
8	37°41'20"	100.00	34.00	66.67	40.00	N29°01'20"W	64.88
9	15°35'19"	200.00	37.26	94.24	58.00	S25°28'E	94.07
10	10°00'00"	30.00	0.00	0.00	0.00	N 0°00'00"E	0.00
11	35°34'47"	100.00	35.21	70.30	47.15	N87°47'15"E	69.33
12	38°08'59"	120.00	30.34	63.18	40.80	N68°30'22"E	62.45
13	37°48'30"	120.00	41.06	72.12	45.81	N31°11'04"W	77.43
14	29°44'58"	150.00	39.64	77.89	47.15	N77°15'51"W	77.01
15	29°16'09"	150.00	42.30	83.24	47.89	N79°23'08"W	80.57
16	33°29'38"	75.00	29.96	40.74	26.80	S68°52'59"W	40.16
17	109°38'05"	50.00	46.05	138.71	84.12	S28°28"W	97.93
18	114°42'40"	60.00	63.86	129.13	77.00	S75°05'59"W	101.04
19	90°28'54"	75.00	36.99	72.87	42.22	N63°42'22"E	69.45
20	88°34'30"	75.00	47.73	89.78	47.73	N19°40'42"E	78.87
21	158°03'38"	45.00	38.07	117.33	51.00	S 0°00'00"W	78.87
22	0°23'00"	90.00	48.32	84.67	50.00	N94°11'22"W	84.54
23	10°10'50"	375.00	43.44	69.48	40.00	S68°01'02"W	96.30

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

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

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



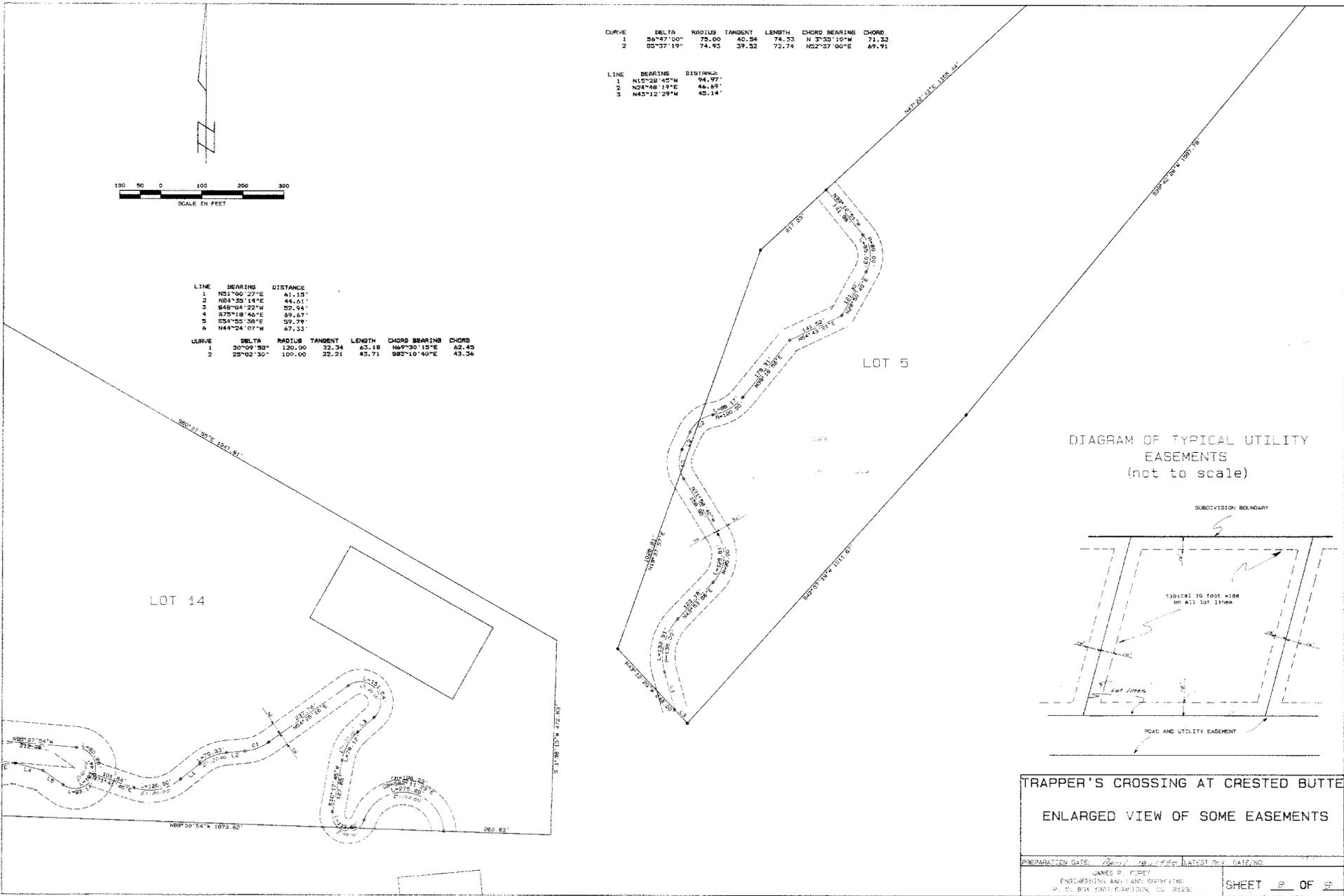
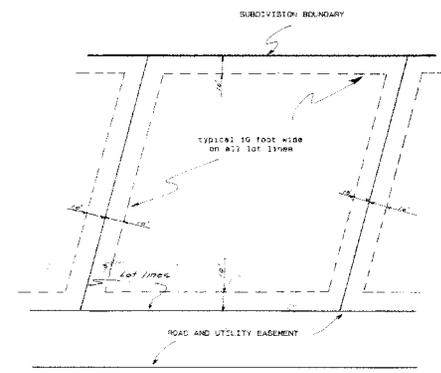


DIAGRAM OF TYPICAL UTILITY EASEMENTS (not to scale)



TRAPPER'S CROSSING AT CRESTED BUTTE
ENLARGED VIEW OF SOME EASEMENTS

PREPARATION DATE: <i>April 19, 1988</i>	LATEST DATE: _____	DATE/NO: _____
ENGINEER: JAMES P. PIPEY P. O. BOX 2267, PARLISSON, UT 84263		
SHEET <i>8</i> OF <i>12</i>		415689

Exhibit B



Land Title Guarantee Company Customer Distribution



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

Order Number: **GUR88001784-4**

Date: **11/22/2019**

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

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

For Closing Assistance

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

For Title Assistance

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

Buyer/Borrower

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

Agent for Buyer

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

Seller/Owner

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

Agent for Seller

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



Land Title Guarantee Company
Estimate of Title Fees

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

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

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

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

Chain of Title Documents:

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

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

Plat Map(s):

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

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GUR88001784-4

Property Address:

123 MEADOW DRIVE, CRESTED BUTTE, CO 81224

1. Effective Date:

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

2. Policy to be Issued and Proposed Insured:

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

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

A Fee Simple

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

THE JOYA DEPASQUALE FAMILY TRUST DATED AUGUST 10, 1999

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

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

COUNTY OF GUNNISON,
STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



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

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

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

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

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

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

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

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

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

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

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

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

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

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

Order Number: GUR88001784-4

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

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

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

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

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

Order Number: GUR88001784-4

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

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

Order Number: GUR88001784-4

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



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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

CB Rantz

Senior Vice President



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

By *C Monroe* President

Attest *David Wold* Secretary

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

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January 27, 2020

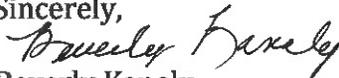
Town Council,

My husband and I came to Crested Butte forty years ago for the first time. Year after year, we vacationed in CB and enjoyed it with our two sons. Twenty years ago, we bought a house in town, 423 Maroon, just west of Town Hall. We have been good neighbors and friends to the “full timers” we live by. We don’t rent our house, but share it with family and friends throughout the year.

We have no vote, no way to disapprove of the “empty house tax.” We have witnessed the growth of this town and with it the “growing pains.” The need for affordable housing is very real, but we feel like “easy targets.” It’s hard for us to believe the locals approve of this divisive approach to funding affordable housing, but in the end they have a vote—we don’t.

We are not opposed to raising property taxes. Everyone would share the cost. Our house is 1500 square feet so we do not use the resources that some in 5,000 to 10,000 square feet homes do. Perhaps, that’s a more equitable approach that would affect everyone.

Sincerely,



Beverly Kanaly

Agenda
Design Review Committee
Monday
February 10, 2020

- 3:00 Insubstantial review requested by **Vaquera House LLC a Texas limited liability company** to make changes to a previously approved plan involving revisions to windows, selection of rock material for entry and add an exhaust vent on the East elevation and located at 510 Whiterock Avenue, Block 37, Lots 10-14 in the T zone. (Coburn/Weber)
- An insubstantial determination is requested.
- 3:30 Consideration of the application of **Jeff Hermanson** to site an accessory dwelling on the North elevation of the property located at 12/14 Gothic Avenue, Block 18, Lots 9-10 in the R1 zone. (Delaney)
- Architectural approval is required.
- A conditional use permit for a front yard accessory dwelling is required in the R1 zone.

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



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, February 18, 2020

Council Chambers

1. WORK SESSION

- 1.1. **5:00 P.M.** - Community Housing Guidelines - Carlos Velado and Willa Williford

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT

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

5. APPROVAL OF MINUTES

- 5.1. Approval of the February 4, 2020 Regular Town Council Meeting Minutes

6. REPORTS

6.1. Town Manager's Report

6.2. Department Head Reports

- 6.2.1. Community Development Report

- 6.2.2. Finance

- 6.2.3. Police Department

- 6.2.4. Public Works

6.3. Town Council Reports

6.4. Other Reports

- 6.4.1. 2020 Census - Mac Gray

- 6.4.2. RTA Report - Scott Truex

7. CORRESPONDENCE

8. OLD BUSINESS

- 8.1. Discussion and Possible Consideration of Ordinance No. 1 Series 2020 of the Town Council of the Town of Mt. Crested Butte Approving a Planned Unit Development Major Alteration Application Submitted by Pearls Management, LLC to Amend the Existing Planned Unit Development for the Nordic Inn with the Design Provided at the December 17, 2019 Town Council Meeting, with Conditions, and Also Approving a Five-Year Vesting Period for Such PUD – Second Reading – Carlos Velado

- 8.2. Discussion and Possible Consideration of Resolution No. 7 Series 2020 – A Resolution

of the Town Council of the Town of Mt. Crested Butte, Authorizing the Town Clerk to Cancel the April 7, 2020 Regular Municipal Election and Declaring the Candidates Elected – Kathy Fogo

9. NEW BUSINESS

- 9.1. Discussion and Possible Consideration of a Letter of Support for SB20-010 – Mayor Janet Farmer
- 9.2. Discussion and Possible Consideration of Resolution No. 8 Series 2020 – A Resolution of the Town Council of the Town of Mt. Crested Butte Accepting the Mt. Crested Butte Maintenance Facility – Joe Fitzpatrick

10. OTHER BUSINESS

11. ADJOURNMENT

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

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

Approximate meeting time: 3.5 hours

TUESDAY

FEBRUARY 11, 2020

REGULAR SESSION

5:30 P.M.

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

No City Council activity takes place.

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

II Public Hearings - 5:30 P.M.

Please see the e-packet for the public hearing format.

A. Public Hearing Lazy K Land Use.

Background: The purpose of this public hearing is to receive public input regarding the sale of portions of the property known as the Lazy K for the purposes of workforce and free market housing. The Lazy K property is 15.93 acres in Blocks 115-118 and a Tract West of Block 118, WEST GUNNISON (AKA Section 2, 49N1W) including streets and alleys, located within the City of Gunnison, County of Gunnison, State of Colorado. The property address is 1415 West Tomichi Avenue, Gunnison, Colorado, 81230.
 Staff contact: City Manager Russ Forrest and City Attorney Kathy Fogo
 Estimated time: 20 minutes

B. Public Hearing for Lot 22 – Road Grade Waiver Request.

Background: The purpose of this public hearing is to receive public input on a road grade request for a potential future road connection that would be greater than 6% for approximately 20 feet of lineal street to cross irrigation ditches. The request is for the Lot 22 development of 76 affordable rental units.
 Staff contact: Community Development Director Anton Sinkewich
 Estimated time: 10 minutes

C. Public Hearing for Hotel & Restaurant Liquor License.

Background: To purpose of this public hearing is to receive public input on a Hotel & Restaurant Liquor License application from Pitas in Paradise LLC, dba Pitas in Paradise, 730 North Main Street Unit #6, Gunnison, CO 81230
 Staff contact: City Clerk Erica Boucher
 Action Requested of Council:
 Estimated time: 10 minutes

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

III. Citizen Input: (estimated time 3 minutes)

At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.

IV. Council Action Items

A. Road Grade Waiver and Replat of the Remainder of Lot 22

Background: The Lot 22 development includes 76 affordable rental units and proposes additional right-of-way adjacent to Colorado Street, a 70-foot-wide street and to be dedicate to the City of Gunnison with a possible road extension. The future road extension would have a road grade up to 10 % to cross over two large irrigation ditches for approximately 20 feet.

Action Requested of Council: A motion, second, and vote to approve Road Grade Waiver, WA 19-4 for a future road extension and Replat of Remainder of Lot 22 that includes street dedications and irrigation ditch easements, with the condition that modifications to the Plat, submitted by staff shall be completed prior to acceptance and recording.

Staff contact: Community Development Director Anton Sinkewich

Estimated Time: 10 minutes

B. Action on Hotel & Restaurant Liquor License application from Pitas in Paradise Liquor License LLC dba Pitas in Paradise, 730 North Main Street, Unit #6, Gunnison, Colorado.

Background: Pitas in Paradise LLC submitted an application for a Hotel & Restaurant Liquor license to be located at 730. N Main Street Unit 6. City council is the local licensing authority and its responsibility is to approve or deny liquor applications based on the wants and needs of the community as presented at the state statute-required public hearing.

Action Requested of Council: Based on findings of fact, a motion and vote to approve the hotel & restaurant liquor license application from Pitas in Paradise LLC dba Pitas in Paradise, 730 North Main Street, Unit #6, Gunnison, Colorado with stated conditions.

Staff contact: City Clerk Erica Boucher

Estimated time: 5 minutes

C. Consent Items: *The consent agenda allows City Council to approve, by a single motion and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. The agenda items will not be separately discussed unless a councilor, City staff, or citizen requests an item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*

○ Approval of the January 28, 2020 Regular Session meeting minutes.

Background: Per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes, and

○ Excuse Councilor Mallory Logan from the January 28, 2020 Regular Session meeting.

Background: Councilors are allowed to be formally excused from a Regular,

Special or Reorganization Session meeting by a quorum vote of the City Council per Section 4.4 (F) of the Gunnison Municipal Home Rule Charter.

Action Requested of Council: A motion, second and vote to approve the Consent Agenda as presented with the following items:

Approve the minutes of the January 28, 2020 Regular Session meeting; and excuse Councilor Mallory Logan from the January 28, 2020 Regular Session meeting.

Staff contact: City Clerk Erica Boucher

Estimated time: 2 minutes

D. Mountain Roots Healthy Futures Program Update.

Background: The Mountain Roots Healthy Futures Program proposes to have 22 AmeriCorps members who will serve as health and environmental educators, providing education and outreach to underserved audiences, in order to address capacity issues around food insecurity in rural counties of Southwestern Colorado.

Action Required of Council: No action requested. Report item only.

Community contact: Healthy Futures Program Director Lyndie Kenlon

Estimated time: 10 minutes

E. Comprehensive Plan Discussion.

Background: Gunnison 2030 is nearing completion and staff is reviewing and responding to any final Council comments for integration into the plan.

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

Staff contact: Community Development Director Anton Sinkewich

Estimated Time: 10 minutes

F. Supplemental Wind Contract with MEAN.

Background: The MEAN's board of directors voted to allow Gunnison to purchase remaining wind power to increase the City's renewable mix, possibly up to but not impeding the City's existing hydro WAPA allocation. The wind rate will be 4.6 cents per KWH until April 1, 2020, which would be reduced to 4.3 cents per KWH.

Staff contact: Public Works Director David Gardner

Action Requested of Council: A motion, second, and vote to approve the supplemental wind contract with MEAN to provide additional wind allotments to the City of Gunnison.

Estimated time: 10 minutes

G. Ordinance No. 1, Series 2020, First Reading: *An Ordinance of the City Council of the City of Gunnison, Colorado amending the monthly rates charged by the City of Gunnison Public Works Department for Refuse and Recycling*

Background: In order to generate revenue to match anticipated expenses, a 24% increase in rates is needed. Rates have not been increased for the past decade. Current rates cannot sustain operational costs.

Staff Contact: Public Works Director David Gardner

Action Requested of Council: Introduce, read by title only by the City Attorney, motion, second, and vote to pass and order to publish Ordinance No. 1, Series 2020 on first reading.

Estimated time: 15 minutes

H. Resolution No. 3, Series 2020: *A Resolution of the City Council of the City of*

Gunnison, Colorado, reconstituting the Parks and Recreation Advisory Committee and replacing and superseding all prior resolutions affecting the Committee

Background: The purpose of this item is to consider a resolution to update, modify and clean up certain provisions of the governance structure for the Parks and Recreation Advisory Committee.

Action Required of Council: Introduce, read by title only, motion, second, and vote to adopt Resolution No. 3, Series 2020.

Staff contact: City Clerk Erica Boucher

Estimated time: 5 minutes

V. Reports:

Police Department Semi-Annual Report

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

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

VI. Meeting Adjournment

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

136

DATE: Tuesday, February 4, 2020

Page 1 of 1

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30
- Call to Order
 - Agenda Review
 - Minutes Approval:
 1. 1/7/2020 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Liquor License Renewal; Crested Butte South General Store LLC dba CB South Country Store; March 15, 2020 – March 15, 2021
 2. Ratification of BOCC Chair Signature; Revocable License Agreement; Ahren Cattles
 3. Grant Application; Colorado Department of Human Services; Gunnison Hinsdale Early Childhood Council
 4. Consulting Agreement; Dr. John Tarr; December 1, 2020 – December 31, 2020
 5. Services Agreement; Sky Insurance Technologies, LLC
 6. Joinder Agreement; Group & Pension Administrators (GPA) & Gunnison County
 7. Application; Specified Disease – Organ & Tissue Transplant; HCC Life Insurance Company
 - Scheduling
- 8:40
- Gunnison County Boards and Commissions Appointments
 - Board of Adjustments & Board of Appeals
 - Cemetery Board
 - 7th Judicial District Community Corrections Board
 - Extension Advisory Committee
 - Medical Health Officer
 - Planning Commission
 - Sustainable Tourism & Outdoor Recreation
 - Tourism & Prosperity Partnership
 - Western Regional EMS Council
- 8:50
- County Manager's Reports
- 9:00
- Proclamation; League of Women Voters of the United States
- 9:10
- Deputy County Manager's Report
 1. Amended Agreement; Crested Butte South Public Road Maintenance
 2. Resolution; A Resolution Vacating a Portion of First Street in the Townsite of Ohio City, Colorado
 3. Discussion; Riverwalk Trail Easement
 - Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

137

DATE: Tuesday, February 11, 2020

Page 1 of 1

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

8:30 am • Gunnison County Employee Appreciation Ceremony

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

9:30 • HB1177 Roundtable Report

9:35 • Colorado River Water Conservation District Update

9:45 • Strategic Performance Update

- Countywide Strategic Result D6
- Administration Department
 - County Manager Program
 - Finance Program
 - Human Resources Program

• Adjourn

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February 25, 2020 9AM to 4PM - Council Retreat

March 2, 2020

Work Session

Update on the Community Compass Process

Consent Agenda

Resolution - Final Payment for WTP

BOZAR Appointments

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

New Business

Resolution - Dispatch IGA

Funding Agreement for Housing Fund Mobile Home Project

Year-End Report from The Chamber

CBFPD IGA

Ordinance - Station 1 Lease

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

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

Ordinance - Verizon Tower Lease

Ordinance - Transfer of Property to SOAR

March 9, 2020

Work Session

Work Session on Funding Mechanisms for Affordable Housing and Climate Action

March 16, 2020

Work Session

Climate Plan Update - Town Energy Audit Findings; Other Actions from the Plan; Recommendations for Next Steps

Consent Agenda

MOU with Nordic for SOAR Build

New Business

GCSAPP Presentation and Funding Request

Purchase Contract with SOAR

Ordinance - BOZAR Guidelines

April 6, 2020

6PM - Planning Commission for Slate River

Consent Agenda

Sidewalk Seating

New Business

Ordinance - Subdivision Improvements Agreement for Tracts 1-6

Ordinance - Amending Zoning Code to Create New R1F - Residential Zone District

Annexation Agreement

Ordinance - Annexation Ordinance

Ordinance - Zoning Property

Future Items

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