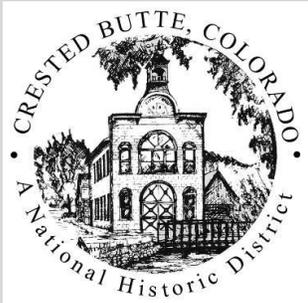


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, February 6, 2017**  
**Council Chambers, Crested Butte Town Hall**



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

**Town Council Values**

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

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

**6:00 WORK SESSION**

A presentation by Pitkin County Open Space and Trails on the Carbondale to Crested Butte Trail and Associated Great Outdoors Colorado Funding.

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

**7:02 APPROVAL OF AGENDA**

**7:04 CONSENT AGENDA**

1) January 17, 2017 Regular Town Council Meeting Minutes.

*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.*

**7:07 PUBLIC COMMENT**

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

**7:12 STAFF UPDATES**

**7:25 PUBLIC HEARING**

1) Ordinance No. 12, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 6 of the Crested Butte Municipal Code to Include New Regulations in Article 6 Thereof for the Licensing of Vacation Rentals and Defining Vacation Rentals in Chapter 16.

2) Ordinance No. 1, Series 2017 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Units 1, 2 and 3, Town Ranch Apartments, 808 9th Street; 812 Teocalli Avenue; 814 Teocalli Avenue; 19 9th Street; and 17 9th Street, Crested Butte, Colorado) to Various Town Employees.

**8:25 NEW BUSINESS**

1) Discussion on Financing Options for the Center for the Arts.

**8:55** 2) Discussion and Possible Action Regarding Correspondence from Law of the Rockies on Behalf of the Heights Subdivision Concerning Avalanche Issues on Heights Open Space.

**9:25** 3) Ordinance No. 2, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 18, Article 8 of the Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances.

**9:35 LEGAL MATTERS**

**9:40 COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:50 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

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

- Tuesday, February 21, 2017 - 6:00PM Work Session - 7:00PM Regular Council

- Monday, March 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council

2

**10:05 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 Transactions with Freeport-McMoRan Inc. respecting Mt. Emmons.

2) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

**11:05 ADJOURNMENT**

## **TOWN OF CRESTED BUTTE WORK SESSION AGENDA ITEM SUMMARY**

**MEETING DATE:** February 6, 2017

**AGENDA ITEM TITLE:** Carbondale to Crested Butte Trail Plan Update

**STAFF RESPONSIBLE:** Michael Yerman, Town of Crested Butte Director of Planning  
Albert Borkowski, GMUG Special Uses Program Manager  
Gary Tennenbaum, Pitkin County Open Space and Trails Director  
Lindsey Utter, Pitkin County Open Space and Trails Planning and Outreach Manager.

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**ISSUE STATEMENT:** Carbondale to Crested Butte Trail planning has begun. We anticipate this to be a 2+ year effort and look forward to working with our partners and the public to reach an approved, preferred trail alignment.

**BACKGROUND:** The Carbondale to Crested Butte Trail will be approximately 83 miles of trail linking two of Colorado’s most unique communities, through some of Colorado’s most beautiful landscapes, a Scenic Byway Corridor, a historic district and two national forests. The goal for the trail is to, “Design and construct a recreation and transportation trail from Carbondale to Crested Butte following the West Elk Scenic and Historic Byway.” The purposes of the trail include: enhancement of safety for both the trail users and Highway 133 and Kebler Pass motorists; to promote multi-modal transportation; to enhance recreational opportunities and recreation-based businesses; and to expand opportunities for education and interpretation of the unique natural and cultural resources in the corridor. This trail connection has been a vision in the community since the early 1990s, with the 2004 “Crested Butte to Carbondale Trail Feasibility Study” (Scenic Byway Trail Study) helping pave the way forward by demonstrating the connection could be completed within public lands and rights-of-way. In 2016, Governor Hickenlooper named the Carbondale to Crested Butte Trail as one of the 16 priority trails to complete around the State. In December of 2016, Great Outdoors Colorado awarded a planning grant to help fund the final planning and NEPA work.

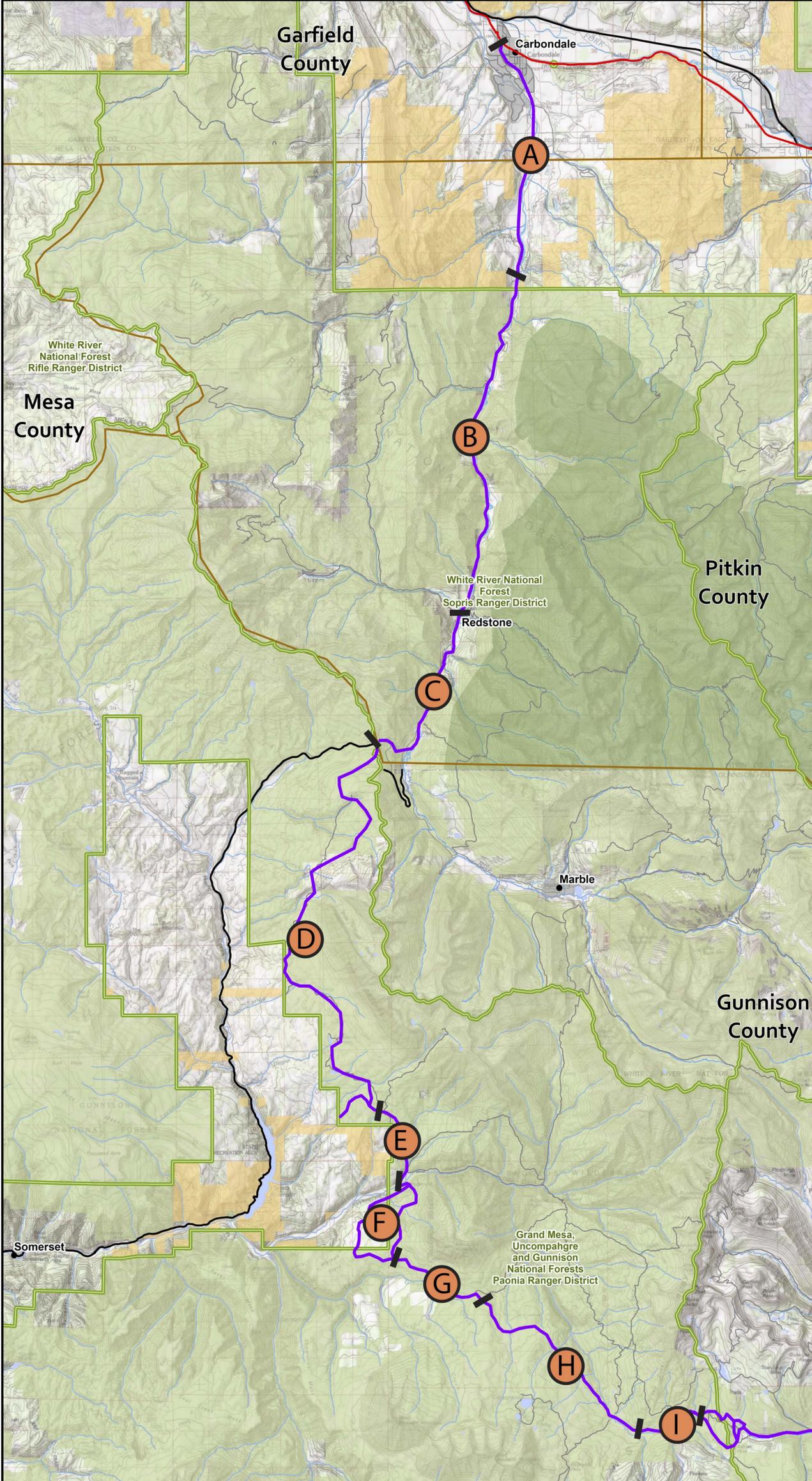
The attached map shows the trail segments and current status for each segment. Approximately 14.5 miles of new trail have been completed and approximately 19.5 miles of trail previously existed on Forest Service land. To complete the missing trail gaps, the planning effort would focus on the approximately 49 miles of missing links. The trail between the Town of Carbondale and the Historic District of Redstone is currently proposed as a multi-use route and to serve as a connection between neighborhoods in the corridor and the town or Historic District. The trail from Redstone, up and over McClure Pass to Crested Butte, will be a single-track trail, except when utilizing short distances of existing two-track routes.

The Carbondale to Crested Butte Trail Final Plan and NEPA will focus on working with our partners and the public to determine a preferred trail alignment and then working with the National Forests through a NEPA process. Pitkin County Open Space and Trails staff will lead

the planning effort in the Crystal Valley, while our partners on the GMUG are taking the lead in Gunnison County. Staff from both the Town of Crested Butte and Gunnison County has also been an instrumental part of the planning team. The local government staff members had a very positive meeting this summer with the White River and GMUG National Forest staff members. The GMUG has already included sections of the potential trail connection in their Travel Management Plan. GMUG staff and volunteers are currently working with the GMUG staff to determine a preferred route through the GMUG Forest in order to proceed with NEPA. The Pitkin County side is working to define the Colorado Department of Transportation right-of-way and conduct some of the baseline environmental studies in order to inform the public process in determining the preferred trail alignment. Given the goal of a multi-use trail from Carbondale to Redstone and the diversity of land ownership and rights-of-way, the Pitkin County segments will require more information before making a determination of route location. The goal is to define a preferred route location in both Pitkin and Gunnison counties by the end of 2017, in order to start the NEPA process in early 2018. The goal would be to have a deliverable, EA decision by the end of 2018 in order to start phased implementation in 2019.

**KEY DISCUSSION ITEMS:** Staff will be at the meeting to give an overview of the process and answer any questions.

**ATTACHMENTS:** Map, please visit [www.PitkinOSTprojects.com](http://www.PitkinOSTprojects.com) to review the outreach regarding the Crystal Valley sections.



Trail Segment	Status
<b>A</b> Crystal Trail Phase I 8.5 miles Paved, multi-use trail	Completed 2010
<b>B</b> Redstone 13 miles Proposed multi-use trail	Planning
<b>C</b> McClure Pass North 7 miles Proposed single track	Planning
<b>D</b> Raggeds Trail 16.5 miles Existing trail, may need reroutes	Existing, Reroutes may occur
<b>E</b> Williams Creek Connector 3 miles Existing trail, may need reroutes	Existing, Reroutes may occur
<b>F</b> Marcellina Mountain 3.5 - 5 miles Proposed single track, two alignment alts.	Planning
<b>G</b> Kebler Pass Trail - West 3 miles Proposed single track	Planning
<b>H</b> Kebler Pass Trail - West Central 9 miles Proposed single track	Planning
<b>I</b> Kebler Pass Trail - East Central 5 miles Proposed single track	Planning
<b>J</b> Kebler Pass Trail - East Wagon Trail - 6 miles of single track Approx. 8 miles of trail gaps	6 miles existing, Planning for 8 miles

# Carbondale to Crested Butte Trail System

**Legend**

- Proposed Crystal Valley to Crested Butte Trail
- Rio Grande Trail
- Regional Trails
- USFS Ranger Districts
- County Boundaries
- Cities & Towns
- State Highways
- Road Centerline
- Rivers, Lakes, Ponds
- Rivers and Streams

**Public Lands**

- BLM
- CDOW
- CO STATE
- CO STATE PARKS
- USFS

**Scale:** 0 1.5 3 Miles

**Map Produced by Pitkin County GIS, August 30, 2016**

This map/drawing is a graphical representation of the features depicted and is not a legal representation. The accuracy may change depending on the enlargement or reduction.



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**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Tuesday, January 17, 2017**  
**Council Chambers, Crested Butte Town Hall**

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

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

Staff Present: Town Manager Dara MacDonald and Town Attorney John Belkin

Finance Director Lois Rozman, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, and Town Clerk Lynelle Stanford (all for part of the meeting)

**APPROVAL OF THE AGENDA**

Mitchell wanted to discuss the Women's March planned for this Saturday under Other Business.

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

**CONSENT AGENDA**

- 1) **January 3, 2017 Regular Town Council Meeting Minutes.**
- 2) **Resolution No. 2, Series 2017 - Resolutions of the Crested Butte Town Council Adopting a Policy of the Town Council Regarding the Leasing of Non-Residential Municipal Properties.**
- 3) **Resolution No. 3, Series 2017 - Resolutions of the Crested Butte Town Council Authorizing the Town of Crested Butte to Apply for a State of Colorado, Department of Local Affairs (DOLA) Energy Impact Program Grant for the Funding for the Construction of the Town's Wastewater Treatment Plant Improvements.**
- 4) **Resolution No. 4, Series 2017 - Resolutions of the Crested Butte Town Council Appointing Creative District Commissioners.**
- 5) **Fat Bike World Championships Special Event Application and Special Event Liquor Permit for Saturday, January 28, 2017 at Town Ranch, Parking Lot, and the Gravel Pit Area from 6AM to 7PM.**

## **6) Authorization for Mayor to Sign Audit Engagement Letter with Chadwick, Steinkirchner, Davis & Co., P.C.**

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

### **PUBLIC COMMENT**

Sue Navy

- Thanked Due and his crews for their amazing work, and she praised the fact that they remained friendly the entire time.

### **STAFF UPDATES**

Rodney Due

- Crews were working steadily. Contractors and Town crews alike deserved applause. They were focused on widening and pulling pack off the streets. Michel echoed Navy’s comment.
- Petito asked, on behalf of a constituent, how Due decided on the order of streets in which to widen and pull pack. He explained that they focused on emergency and bus routes, and then they considered how storm water flowed.
- Schmidt asked how the amount of snow stored at Town Ranch compared to ’08, and Due said it was about the same so far.

Lois Rozman

- She would have a better idea on the snow removal budget in order to report at the next meeting. Michel confirmed Town had not tapped into contingency funds. Rozman explained the budgeting process for snow removal.

Janna Hansen

- Schmidt asked about hockey use this year compared to past years. She had an email in to request current numbers, and she hoped to provide an answer at the next meeting.

Bob Gillie

- They were starting to field requests on construction for next summer. There could be expansions to existing businesses. He expected a busy summer.

Michael Yerman

- The Space to Create application became live.
- With Fulmer’s departure, they were having conversations about affordable housing. There would be an upcoming work session that would include a Space to Create aspect.

Dara McDonald

- She reminded the Council of the Parks and Rec crews' and the Marshal Department's contributions to snow management.
- There was a parcel called the Brush Creek Parcel. The intention of the purchase of the parcel was to use the land for affordable housing or transportation facilitation. There had been recent discussion around what to do with parcel, due partly to an unsolicited offer to purchase. They were gauging to determine if the entities who contributed to the purchase wanted to pursue the sale. Michel moved the discussion of the topic to Other Business.
- She would be gone the latter half of next week for the Colorado City and County Managers meeting.

## **PUBLIC HEARING**

### **1) Ordinance No. 12, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 6 of the Crested Butte Municipal Code to Include New Regulations in Article 6 Thereof for the Licensing of Vacation Rentals and Defining Vacation Rentals in Chapter 16.**

Michel explained the process for the meeting. McDonald stated that changes were generated from legal questions at the last meeting. Belkin described the changes such as: the vacation rental definition was tweaked and put in the land use section and a new use was effectively created with the definition of a rental. Michel affirmed the limit reflected in the packet was 120 days, and the green zone reflected on the map in the packet was the zone in which unlimited short-term rentals (STRs) were allowed. McDonald explained the background behind non-conforming uses and that they would create a new use that they intended to come into compliance over time. The non-conforming section was such that if the use were not undertaken for six months or more, people would have to comply with new limitations; however, as long as the use was maintained, they could continue to rent without limitation on the number of nights. McDonald further explained that zoning was related to the property and the license to the person. Belkin added that if the use were interrupted, then the non-conforming use would become subject to the 120-day limit. Mitchell questioned the term of six months. Michel stated the six-month term existed in the Code as written. Schmidt clarified that Zones B4, M, and T would be subject to the limitation. It was recalled that B4 was created in reaction to the horizontal zoning discussion. When the zone was B3, it would have fallen under unlimited, but it was not picked up in the section of the Code when it became B4. Schmidt confirmed with Gillie it was an oversight. Merck thought B4 could be added to the green zone.

Michel allowed questions from the public. Harvey Castro asked if there was a mechanism in place to know if people rented their places or not, and he asked if it was a calendar or start/stop period. McDonald explained there were tools that could be used to track rentals. Sales tax collection was also a mechanism. Jim Starr wondered how many units were grandfathered to allow unlimited rentals. McDonald answered there were currently about 199 units. Mitchell confirmed there were 56 in non-conforming zones. Starr asked about the exclusion of T Zone blocks, and McDonald said the way the

ordinance was drafted, short-term renting would only be permitted in Blocks 55 and 37 of the T Zone.

Michel opened the meeting to public comment.

Marcus Lock - Representing property owners

- Commented on process. He was disappointed he didn't see a red line or staff memo in the packet.
- He saw in the proposed ordinance that vacation rental use was not residential use. There was an existing law that stated it was incorrect.
- Cited rent control statute and the relevant provision.
- He referred to the map and properties that were outside of the green zone that were granted BOLT licenses.

Rob Fessenden - 17 Elk Avenue

- Was at the meeting to talk about the B4 Zone versus B3, and he explained the history of B3 becoming B4 related to horizontal zoning.
- He was told B4 would be exactly the same as B3.

Harvey Castro - 712 ½ Maroon

- People were shocked when they found out almost the entire town had unlimited rental capability, and he could see a citizen's initiative regarding it.
- The number of nights allowed needed to be as low as possible, and they needed to come up with a much smaller number.

Jeff Scott - Residence at 810 Elk and Business at 719 4<sup>th</sup> Street

- There would be impacts in either direction.
- He bought his house with the intention of living in a neighborhood.
- Lower the number to 30, 60, or 45 (nights). Consider going lower and then over time the number could be adjusted.

Mitchell Evans - 19 Elk Ave

- Houses in B4 were abandoned and empty, and nothing was going on there.
- He didn't know renting was illegal when their zone was switched to B4.
- Told the Council to do what was logical in a business zone.
- There was a big difference between single family residential and business residential.

Eric Davis - 311 1<sup>st</sup> Street

- Wanted to talk about the B4 zoning issue.
- To not put them in the green zone was totally wrong.
- It seemed like the place where they belonged.

Dale Kramer - 609 4<sup>th</sup> St

- Main reason he was drawn to Crested Butte was the sense of community.

- He suggested a limit of 60 or fewer rental nights.
- Once people lived in Crested Butte they understood what it meant to be a community.

#### Jim Starr - 323 Gothic

- Community needed to be protected the most.
- He suggested a limit of 45 - 60 nights.
- Cap the number of non-resident owners who could short-term rent.
- There were people moving to Town who didn't share the core values.
- If Town was sued over a cap, they had good allies.
- Keep the number low.

#### Nicole Blaser - 11 7<sup>th</sup> Street

- Referred to an email that she sent and thanked the Council for reading.
- She currently rented her home out for 170 - 190 nights a year.
- Her home qualified as her primary residence during a refinance.
- She described her volunteer and work history.
- In 2009, she was granted a license by Town to rent out her home. She had a finely balanced situation, and she described it as having the rug pulled out from under her.
- Consider exceptions for locals who lived here, or set a realistic timeline for those who needed to re-think major elements of their lives.

#### Kevin Hartigan - Owner of the Last Steep located at 208 Elk Ave

- He firmly believed in the community.
- He was curious as to why the tourist economy couldn't be embraced.
- Limiting or heavily restricting STRs was limiting his potential income.
- The 45-day limit seemed ludicrous to him.
- Wanted them to find a balance between strict regulations and something that had the possibility to support and encourage the fact that Town was a tourist economy.

#### Mark Solari - 117 Teocalli Ave

- He lived in the mobile home area of Town, and it was the last great neighborhood in Crested Butte.
- It was appalling to restrict people on what other people in Town were doing.
- Couldn't destroy something that someone had started because they didn't fall perfectly within the map.
- Wondered why they would limit in the Tourist district.
- Respect personal property rights of people who lived in Town.

#### Sue Navy - 324 Gothic

- Not happy about the green zone. It changed residential zones to de facto commercial zones.
- Once something was enacted it might encourage people to come live in their homes.

- Wanted to see meaningful limits.
- Community benefited from tough decisions.

#### Mindy Sturm

- People wanted properties to be opened to short-term renting.
- She pointed out green and white zones on the map. White zones were where locals lived.
- Slow down and understand what legislation would do and create.
- It was not fair to limit mobile home people.
- If they limited, they would create an elitist class.

Public comment was closed, and the meeting was moved to Council discussion.

Michel asked the Council about the B4 Zone. Ladoulis was okay with treating B4 like B3, for this ordinance. Schmidt, Mason, Mitchell, and Merck voiced agreement. Mason elaborated that B4 would have the same unlimited allowance as B3, but they still had to maintain renting. Schmidt wanted to leave the T Zone as permitted in the section. Michel clarified that STRs would be allowed in the T Zone, but they were subject to the 120-night limit or what the ordinance said. Mason had concerns of a new buyer coming in to purchase multiple plots of real estate to turn them into multiple units in the M and T Zones. He thought the rest of the ordinance made sense, but the days were putting something in that they could regulate. Schmidt wanted to leave them as printed. Mitchell added that they needed to take their time, and the T Zone was the Tourist Zone. She thought people could be grandfathered in and then the limit would be applied to new licenses. Merck agreed with the comments from Sturm and Solari. He was concerned about the people who needed to rent the most to supplement were the ones they were restricting the most. The rest of the ordinance was a good idea, but he didn't like the ordinance as it was written. Petitto wanted to see the Town all regulated under one regulation, and he thought a limitation on the number of buildings would be more effective. Ladoulis stated that the M and T Zones should be included with the same right to rent their residences, provided there was a meaningful cap.

Next, the Council discussed the cap. Schmidt shared that the short-term rental topic was the most difficult he had considered. It was not rent control; it was use control. He thought 120 days was the number on which he would settle. Mitchell would agree to 120 if everyone were grandfathered in. Petitto agreed with Scott's comment, that if the limit were 120 days now, it would never be any lower. To balance forces, he would prefer a lower number; however, it wouldn't preclude him from voting affirmatively on 120. Mason went between 90 and 120 days. He agreed with Hartigan's point that STRs brought business to Town. He was okay with 120 days, including in the T and M Zones. Ladoulis agreed with 120 days, and he explained possible consequences of going lower. Merck didn't see the number as being the magic to the ordinance. It was hard for him to pass, and he wasn't happy with the ordinance or the cap. Michel was in favor of a 90-day cap.

Michel reviewed the outcomes of the discussion: the B4 Zone would be treated the same as B3; M and T Zones would be covered under Ordinance No. 12 if passed with the limit the Council discussed; and he was hearing 120 for the limit on nights. No one on the Council voiced disagreement. Michel asked about the timeline. McDonald informed the Council that Staff would advise that they continue the ordinance to draft the language as discussed at the meeting.

Schmidt moved and Merck seconded a motion to continue the public hearing on Ordinance No. 12, Series 2016 to the February 6<sup>th</sup> meeting with the direction provided regarding the B4 Zone. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **NEW BUSINESS**

**1) Discussion and Possible Approval of the 31<sup>st</sup> Annual Alley Loop Nordic Marathon Special Event Application and Special Event Liquor Permit for Saturday, February 4, 2017 Located at Elk Avenue and 2<sup>nd</sup> Street and Pub Ski Proposed for Friday, February 3, 2017 with a Proposed Closure of Elk Avenue from 1<sup>st</sup> Street to 3<sup>rd</sup> Street as well as Closures for the Race Route through Saturday, February 4 at 4PM.**

Stanford told the Council that nothing had changed from the time the staff report was written. Keith Bauer was present representing the event organizer. He explained that they surveyed participants last year, and the overwhelming response was people wanted to see more alley skiing. Bauer described the proposed route and a change with the kids’ races that would result in clearing the streets about an hour earlier. There was no one from the public present to comment.

Merck moved and Mitchell seconded a motion to approve the 31<sup>st</sup> Annual Alley Loop Nordic Marathon special event application and special event liquor permit. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**2) Update from Chris Larsen, Transit Manager of Mountain Express.**

Chris Larsen provided the annual report on Mountain Express to the Council per the IGA. He referenced reports and the budget in the packet that were approved by the Board of Directors. He reviewed highlights such as: ridership continued to be strong; there were no route changes; summer was becoming stronger every year; and bicycles were down this year. Financially, Mountain Express was really strong, and he described improvements and purchases they were considering. The fleet was getting newer and newer. Mason congratulated Larsen and the staff for getting people around during the storm cycle.

**3) Ordinance No. 1, Series 2017 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of Various Town Residential Properties (Units 1, 2 and 3, Town Ranch Apartments; 808 9th Street; 812 Teocalli Avenue; 814 Teocalli Avenue; and 19 9th Street, Crested Butte, Colorado) to Various Town Employees.**

Mason moved and Merck seconded a motion to set Ordinance No. 1, Series 2017 for public hearing at the February 6<sup>th</sup> regular Town Council meeting. **Motion passed.**

### **LEGAL MATTERS**

None

### **COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES**

Jim Schmidt

- Attended a Housing Authority meeting. Paula Swenson was named the temporary Executive Director. They hired a firm for the search for a permanent director. They would be holding a retreat to discuss goals.
- He commended the RTA drivers.

Jackson Petito

- He would attend his first Housing Foundation meeting tomorrow.

Roland Mason

- He attended a short RTA meeting on Friday. American Airlines out of Dallas was doing well, but the other flights into Gunnison were behind.
- Reported on the numbers carried by RTA for the year and for December. They were at capacity, which was where they wanted to be.

Laura Mitchell

- She would head to Delta for the Scenic Byways meeting.

Paul Merck

- Attended a Center for the Arts meeting. They were moving along great, and he was excited to be on the board.
- He spoke informally to the Senior Marketing Director from DIA, and he heard Allegiant was considering flying into Gunnison.

### **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Mitchell brought up a request from women who wanted to do a peaceful march on Saturday. McDonald confirmed that it would not be considered a special event because there was not time for the process, but people had the constitutional rights to assemble and express themselves. The Marshals would help with safety. Mitchell thought it would be a calm walk.

McDonald mentioned the potential sale of the Brush Creek Parcel during Staff Updates. Schmidt's perception was that it seemed like the County thought it was a great idea to sell. He recalled it was meant for housing or a transportation hub. Land was the most valuable thing and most difficult to get; he could not imagine with what they would

replace it. Ladoulis wondered if Town could buy the County's share. Michel stated that selling would be contrary to what the needs assessment uncovered. He agreed it was alarming. Michel summarized the Council wanted it to remain available for the use it was intended. McDonald pointed out that if it was marketed, there was the expectation for affordable housing. Yerman added that substantial infrastructure would be needed. McDonald said the question was if Council wanted to pursue putting out a RFP that would be specific to needs. Michel wasn't prepared to talk about how they would develop it. Mason suggested that a public-private relationship might be needed. Ladoulis said they could signal they were open to discussion rather than selling it off. McDonald brought up another question asking the willingness of the Council to fund an appraisal of the property. Schmidt thought it seemed far ahead of any planning process. Mitchell saw an uphill battle with shareholders. McDonald said she could update the Council on what a RFP would look like. Yerman acknowledged that no stakeholders wanted to skip the public process.

### **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, February 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Tuesday, February 21, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, March 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt asked about the retreat. McDonald explained the facilitator's schedule was tied up. Ladoulis preferred they didn't wait until March. Schmidt wanted an opportunity to talk to each other. It was decided to first do a retreat without a facilitator to discuss goals and objectives, and the Council directed the Town Manager to organize.

### **EXECUTIVE SESSION**

Michel read the reasons for 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 (i) Center for the Arts; and (ii) transactions with Freeport-McMoRan, Inc. and 2) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

Schmidt moved and Ladoulis seconded a motion to go into Executive Session for the purposes stated by the Mayor. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session at 10:02PM. Council returned to open meeting at 11:17PM. Mayor Michel made the required announcement before returning to open meeting.

**ADJOURNMENT**

Mayor Michel adjourned the meeting at 11:17PM.

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Glenn Michel, Mayor

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Lynelle Stanford, Town Clerk      (SEAL)



## Staff Report February 6, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald  
**From:** Bob Gillie, Building and Zoning Director  
**Subject:** **Ordinance #12, Series 2016 – Vacation Rentals**  
**Date:** February 1, 2017

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**Summary:** The subject of vacation rentals has been on the Town Council agenda on seven previous occasions. The Council has heard voluminous public comment from both sides of the discussion.

The changes to the ordinance from the last version are incorporated into that section of the ordinance dealing with the zoning code, Chapter 16, Section 3.

- The list of allowed zones in Section 3 b, 2 has the B4 zone added to it.
- The old Section 3 b, 5 which addressed the implementation date has been deleted and the implementation date will be the standard five days after publication.
- A new section b 5 has been added which deals with the vacation rentals that exist as “unlimited” in the current zone list and explains that they are not subject to the 120 day limitation until such time as they abandon the use as outlined in the non-conforming section of the zoning code, Article 19.
- There has recently been some discussion regarding VRs in the B1 zone. There was previously a section in the ordinance that dealt with existing VRs in the zone. It read, “Vacation rentals in vacation rental properties that have a business license held by the fee title owner thereof as of (the enactment date of this ordinance) are permitted no more than 120 total nights per calendar year in the B1 District”. This section has been reinserted into the ordinance (3, b, 6). This would deal with the 3 non-conforming VRs in the B1 zone. If the Council wishes to make VRs okay in all of the B1 zone then this section is not necessary and B1 should be added to the approved list in section 3, b, 2. The B1 zone has not been on the list because of parking issues with the properties (Elk Avenue parking is not an option) and potential conflict of uses with bars and restaurants.

Following is a brief overview of the entire ordinance.

**Licensing** - A new license for vacation rentals is established in Chapter 6 of Municipal Code.

- The license applies to those properties that are not deed restricted in the zones denoted in the zoning code (16-14-90).
- It is required that all VRs have a license by January 1, 2018 and establishes penalties for not doing so.
- It requires that the licensing fee, established yearly by the Council, be paid with the VR application
- It sets the license term for two years but requires yearly renewal.
- It establishes two type of VRs. Whole unit rental and the rental of up to two rooms within a unit (the AIRBNB model).
- It establishes a position of licensing official and invests the position with authority to deny or suspend a license for reasons of non-compliance with the adopted rule set.
- It establishes an appeal process for those denied a license.
- It requires the Town to notify neighbors within a hundred feet prior to licensing.
- It requires that a new license be applied for upon the transfer of property.
- It requires that the owner of the property pay all required town taxes.
- It requires that the owner acquire a BOLT license annually.
- It requires that the VR property be inspected every other year for compliance with the licensing requirements and building code.
- It requires that a local contact, capable of responding within one hour, be in place and records of this be kept current with the Town.
- It requires that a unique licensing number be established by the Town and used on all promotions for the property.
- It requires that all parking required by the Town through land use approvals be available year round.
- It sets the maximum occupancy of a VR at 10 and establishes the criteria for occupancy number and grounds for a variance.
- It requires that a set of local rules and conventions be made available on site to renters.

**Zoning** – The current section 16-14-90 (Limitation on Leasing) is deleted and replaced with a new 16-14-90 (Limitation on Vacation Rentals).

- It defines vacation rental and defines the two types (full unit or room rental).
- It disallows VRs in current tourist accommodations that are permitted or conditional uses.
- It establishes a list of zones where VRs are allowed, expanding the current list by 7 zones or parts of zones to 14 zones.
- It disallows VRs in 6 zones or parts of zones.
- It establishes a maximum number of nights (120) that a VR may be rented.
- It exempts currently BOLT licensed properties in the original 7 zones from the the 120 night limitation as long as the VR use is continued consistent with the current non-conforming use language which requires use within each six month period to avoid abandonment.

**Current number of VRs in Town:** When the discussion of Short Term Rental was begun in June 2016 there were 161 STR Bolt licenses in Town. Assuming all the 2016 STRs renewed, which we do not fully know at this time, we now have 265. Of these, if we include the B4 zone, there will be

215 that will be unlimited under the current ordinance and 49 that will be constrained by the 120 night limit. Any new licenses will be subject to the 120 limit.

**Recommendation:** The Council has made numerous changes to the ordinance since its inception. Debate the current version and decide if there should be any further modifications.

**Proposed Motion for ordinance #12, Series 2016:** I move to adopt Ordinance #12, Series 2016 (as amended list amendments if any).

**ORDINANCE NO. 12****SERIES 2016****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 6 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE NEW REGULATIONS IN ARTICLE 6 THEREOF FOR THE LICENSING OF VACATION RENTALS AND DEFINING VACATION RENTALS IN CHAPTER 16**

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

WHEREAS, on September 26, 2016, the Chairperson of the Crested Butte Short-Term Rental Committee (the “**Committee**”) presented to the Town Council during a Special Meeting a Town Staff Report regarding the Committee’s findings and recommendations respecting the impacts of vacation rentals and the regulation of the same in Crested Butte;

WHEREAS, during such Special Meeting, after presenting the Committee’s findings as detailed in the Town Staff Report, the Committee and Town Staff made 14 recommendations regarding the Town’s regulation of vacation rentals;

WHEREAS, the Committee’s recommendations addressed neighborhood impacts, community impacts and processes regarding the regulation of vacation rentals;

WHEREAS, the Committee’s recommendations also addressed the adoption and implementation a vacation rental licensing program directed toward ensuring the health, safety and welfare of the residents and visitors of Crested Butte through the licensing of vacation rentals;

WHEREAS, the Committee’s recommendations contemplated that a collateral benefit of implementing a vacation rental licensing program would be the collection of vacation rental use data to determine the impact of vacation rentals on neighborhoods;

WHEREAS, the Town Council, after hearing the presentation by the Committee, and receiving informal public comment from the community at the September 26 Special Meeting, held public meetings on October 17, November 14, December 5 and 29, 2016 and January 2 and 17, 2017 to discuss the vacation rental licensing program, at which such meetings the Town Council heard and received public comment and discussed the same;

WHEREAS, following receipt of public comment, and the Town Council’s discussion of the same, the Town Council finds by this ordinance that adopting a vacation rental licensing program, including placing a limitation on the number of nights vacation rentals are allowed in certain zone districts, will ensure the health, safety and welfare of the residents and visitors of

Crested Butte through the permitting of vacation rentals as contemplated in this ordinance is in the best interest of Crested Butte's neighborhoods; and

WHEREAS, for the foregoing reasons, the Town Council hereby finds that the amendments to the Town of Crested Butte Municipal Code ("Code") set forth herein below are in the best interest of Crested Butte, its residents and visitors alike.

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

**Section 1.** **Adding a New Article 6 to Chapter 6 of the Code.** A new Article 6 is added to Chapter 6 of the Code and shall read as follows:

### **"Vacation Rental Licenses**

#### **Sec. 6-6-10. Purpose.**

The purpose of this Article shall be to require the licensing of vacation rentals. Such licensing shall provide the Town with necessary information relating to the operation of vacation rentals in order to protect the health, safety and welfare of the residents and visitors of Crested Butte.

#### **Sec. 6-6-20. Effective Date.**

This Article shall be effective commencing on January 1, 2018, and shall govern all applications submitted to the licensing official for the licensing of vacation rentals. Prior to such date, the owner of an existing vacation rental must make application for a vacation rental license as described herein. Any property operated as a vacation rental after such date without a vacation rental license shall be in violation of this Article.

#### **Sec. 6-6-30. Definitions.**

*Licensing official* means the Town building official or such other officers as designated by the Town Manager.

#### **Sec. 6-6-40. Vacation Rentals Allowed.**

(a) Vacation rentals are allowed only as prescribed in Section 16-14-90. For vacation rentals of individual sleeping units, the owner of the property, or its duly authorized representative must be present on the subject premises during use as a vacation rental.

(b) The use of any property as a vacation rental shall not frustrate any limitation on the use of the property pursuant to a deed restriction, covenant or other Town restriction or requirement regarding occupancy.

#### **Sec. 6-6-50. License Required; Compliance.**

(a) It shall be unlawful and a violation of this Article for any person to use any property as a vacation rental without first having obtained a vacation rental license from the licensing official. All vacation rentals shall strictly comply with the requirements of the Code.

(b) The owner of any property found to be operating a vacation rental without a license after January 1, 2018 shall be ordered to cease such activity on the property. Any property that is being operated in violation of these regulations shall be ineligible for a vacation rental license for a period of two years from the discovery of the violation.

**Sec. 6-6-60. Application.**

(a) Application, whether initial or for any renewal, for a vacation rental license shall be made on a form provided by the Town. At the least, the application shall include the vested title property owner's name and address, address of the vacation rental, maximum occupancy of lease or rental guests, owner representative and contact information, parking plan for guests, acknowledgement of payment of all taxes and the required application fee..

(b) The vested title property owner shall be the licensee for the vacation rental. Application fees shall be set by annual resolutions of the Town Council.

(c) Vacation rental licenses shall have a term of two years. Subject to the requirements of this Article, a license may be renewed annually, extending the term for one additional year from the expiration of the current license.

**Sec. 6-6-70. Issuance; Renewal.**

(a) Except for a violation of Section 6-6-50, Applicant may appeal the licensing official's decision to issue, issue with conditions, renew, renew with conditions, suspend, revoke or deny a vacation rental license. Such appeal shall be filed with the Town Clerk in writing within 15 days of the licensing official's decision being appealed and shall be heard by the Town Manager within 30 days of receipt of applicant's appeal. The appeal shall be noticed at the Town's posting places. The Town Manager shall render a decision on the issues appealed within 15 days of the hearing of the appeal. The decision of the licensing official (if not appealed), or of the Town Manager (if appealed), shall be the final decision of the Town for purposes of judicial review.

(b) The licensing official shall deny any application, whether initial or for any renewal, where the application and supporting documentation do not establish the vacation rental's conformity with the requirements of Code. The licensing official may also deny any application that contains false, misleading or incomplete information, or for good cause shown.

(c) At least 14 days prior to issuing or renewing a vacation rental license, the Town shall, in a format provided by the Town, notify all owners of real property within 100 feet of the property that is the subject of the vacation rental license of their opportunity to make comment on the neighborhood impacts of the use of the property as a vacation rental.

**Sec. 6-6-80. Suspension; Revocation.**

A vacation rental license may be suspended or revoked by the licensing official for failure to comply with this Article. The applicant of such vacation rental license may appeal the licensing official's decision to suspend or revoke the vacation rental license. Such appeal shall follow the process outline in Section 6-6-70 hereof. The suspension or revocation of the vacation rental license shall not be deemed a prerequisite to the institution of enforcement proceedings, the imposition of fines and the Town's pursuit of any remedies as described elsewhere in the Code. The proper and timely filing of an appeal with the Town Manager shall temporarily stay the suspension or revocation of the vacation rental license pending the outcome of the appeal before the Town Manager unless the licensing official verifies in writing to the Town Manager that a stay will pose an immediate threat to the safety of persons or property or defeat the purpose of the suspension or revocation in the first instance, in which event a stay shall not enter.

**Sec. 6-6-90. No Transfer.**

A vacation rental license attaches only to the property for which it is issued and is non-transferrable upon sale or other transfer of ownership of the property. Upon such transfer of ownership, the new owner of the property shall apply for a vacation rental license if it wishes to continue the use of the property as a vacation rental.

**Sec. 6-6-100. Lodging and Sales Tax.**

The owner of a vacation rental shall cause lodging tax and sales tax to be collected and remitted to the Town as required under the Code.

**Sec. 6-6-110. Business Occupation License.**

The owner of a vacation rental property must possess a current Town business license. The business license must be renewed annually where the owner desires to use the property as a vacation rental. A vacation rental license may be denied or revoked if the owner of the vacation rental property does not have a current business license.

**Sec. 6-6-120. Bi-Annual Inspection.**

All vacation rental properties are subject to inspection every other year, or for cause. Vacation rental licenses may be limited, suspended, revoked or not renewed by the licensing official if all conditions and requirements of the vacation rental license and the Code are not satisfied.

**Sec. 6-6-130. Administration.**

(a) The licensing official shall prescribe forms and make reasonable rules and requirements in accordance with the Code for, without limitation, application requirements, the

inspection of all vacation rental properties, the verification of the capacity and safety of such vacation rental properties and administration and enforcement of the requirements of this Article and the Code.

(b) Applicants must pay their license fee at the time of application, whether initial or for any renewal.

**Sec. 6-6-140. Licensee Duties.**

It shall be the duty of the fee title owner of the vacation rental to ensure the following:

- (1) Obtain a renewal of the vacation rental license annually, if the property remains a vacation rental.
- (2) Cause the vacation rental to comply with the Code continuously and without interruption.
- (3) Promptly notify the licensing official upon any change of local contact.

**Sec. 6-6-150. Local Contact.**

All vacation rental licenses shall include a local responsible contact person capable of physically responding to issues that may arise at the vacation rental property within one hour of the initial attempt to contact the vacation rental property owner. The local contact must have physical access to the vacation rental property and shall be authorized to make decisions regarding the vacation rental property on behalf of the owner.

**Sec. 6-6-160. License Number Display.**

Every vacation rental license shall be issued a unique number. The vacation rental license number shall be displayed in all advertisements for the vacation rental property. Advertisements for the vacation rental property shall include any act, regardless of medium, of drawing the public's attention to the vacation rental property in order to promote the availability of the vacation rental property.

**Sec. 6-6-170. Parking Required.**

All vacation rental properties must keep and maintain all off street parking approved in conjunction with any Town land use approval for the vacation rental property and made available for year-round use by vacation rental tenants.

**Sec. 6-6-180. Maximum Occupancy.**

The maximum occupancy of any vacation rental property is 10 people. Occupancy may be adjusted following physical inspection of the vacation rental property. The basis for the occupancy determination shall be an allowance of two occupants per legitimate bedroom plus

two additional occupants. Any increase above 10 people in a vacation rental property shall include an on-site parking space for each four additional occupants (or part thereof) in addition to any parking required by this Article. Such parking requirements shall be in addition to any other parking requirements that must be satisfied under the Code.

**Sec. 6-6-190. Renter Requirements.**

Each vacation rental property shall prominently display on site and available to all renters the rules and regulations of the Town that apply to the occupancy of the vacation rental property. Such information shall include information pertinent to the neighborhood where the vacation rental property is located including, but not limited to, parking restrictions, restrictions on noise and amplified sound, trash disposal, storage and collection schedule, relevant water restrictions and any other information as required by the licensing official.

**Sec. 6-6-200. Violation.**

(a) Violations of this Article shall be enforced pursuant to Chapter 1, Article 4 of the Code.

(b) A violation of Section 16-14-90 of the Code shall also be punishable by denial of a license for a vacation rental for the property that has offended such limitation for a period of two years from Town's discovery of the unlawful lease or rental.

(c) All amounts due and owing the Town in connection with any violation of this Article shall constitute a first priority lien on the vacation rental property and may be collected by any means including by way of those matters addressed in Section 4-8-10 of the Code."

**Section 2. Amending Section 16-1-20.** The following new defined terms are added to the Section and shall read as follows:

"*Vacation rental* means: (i) the rental or lease of a property for a period of less than 29 consecutive nights; or (ii) the rental or lease of a sleeping unit within a property, for a period of less than 29 consecutive nights, where the owner or agent is present during the occupancy. Vacation rental use is not a residential use."

**Section 3. Replacing Section 16-14-90.** Section 16-14-90 is hereby deleted in its entirety and replaced with the following new Section that shall read as follows:

**"Sec. 16-14-90. Limitation on Vacation Rentals.**

(a) *Intent.* The use of property as a vacation rental has impacts on neighborhoods not unlike that of bed and breakfasts, hotel or lodges and motels. The impacts of vacation rentals on neighboring uses can be significant when the vacation rental property is occupied by multiple tenants in consecutive tenancies throughout the year. For this reason, limitations on vacation rentals, particularly as they affect other uses of property, are necessary for the protection of the health, safety and welfare Crested Butte.

(b) *Limitations.* There shall be imposed limitations on vacation rentals as follows:

(1) Vacation rentals are not allowed in bed and breakfasts, condo hotels, hotel or lodges, motels or short-term residential accommodations uses as defined in the Code.

(2) Vacation rentals are permitted in the “R1,” “R1A,” “R1B,” “R1C,” “R1D,” “R1E,” “R2,” “R2C,” “R3C,” “R4,” “B3,” “B4,” “M” and “T” (Block 55 and 37 only) Districts.

(3) Vacation rentals are not permitted in the “R2A,” “T” (except Block 55 and 37), “B2,” “C,” “AO” and “P” Districts.

(4) The use of a property as a vacation rental in any zone is limited to no more than 120 nights per year in total, whether or not the nights of vacation rental use are consecutive, and whether or not the nights of vacation rental use are for the entire property.

(5) Vacation rentals in “R1,” “R1A,” “R1C,” “R2,” “R2C,” “R3C,” “B3” and “B4” Districts that have valid business licenses as of February 16, 2017 are deemed nonconforming uses as described in Article 19 of this Chapter as of such date and not subject to sub paragraph (4) above until abandoned as described in Section 16-19-40.

(6) Vacation rentals in vacation rental properties that have a business license held by the fee title owner thereof as of February 16, 2017 are permitted no more than 120 nights per year in total, whether or not the nights of vacation rental use are consecutive, and whether or not the nights of vacation rental use are for the entire property, per calendar year in the “B1” District.

(7) No more than two sleeping units may be rented at any time when rented as a portion of a vacation rental with the owner or duly authorized representative present.”

**Section 5.** **Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 6.** **Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

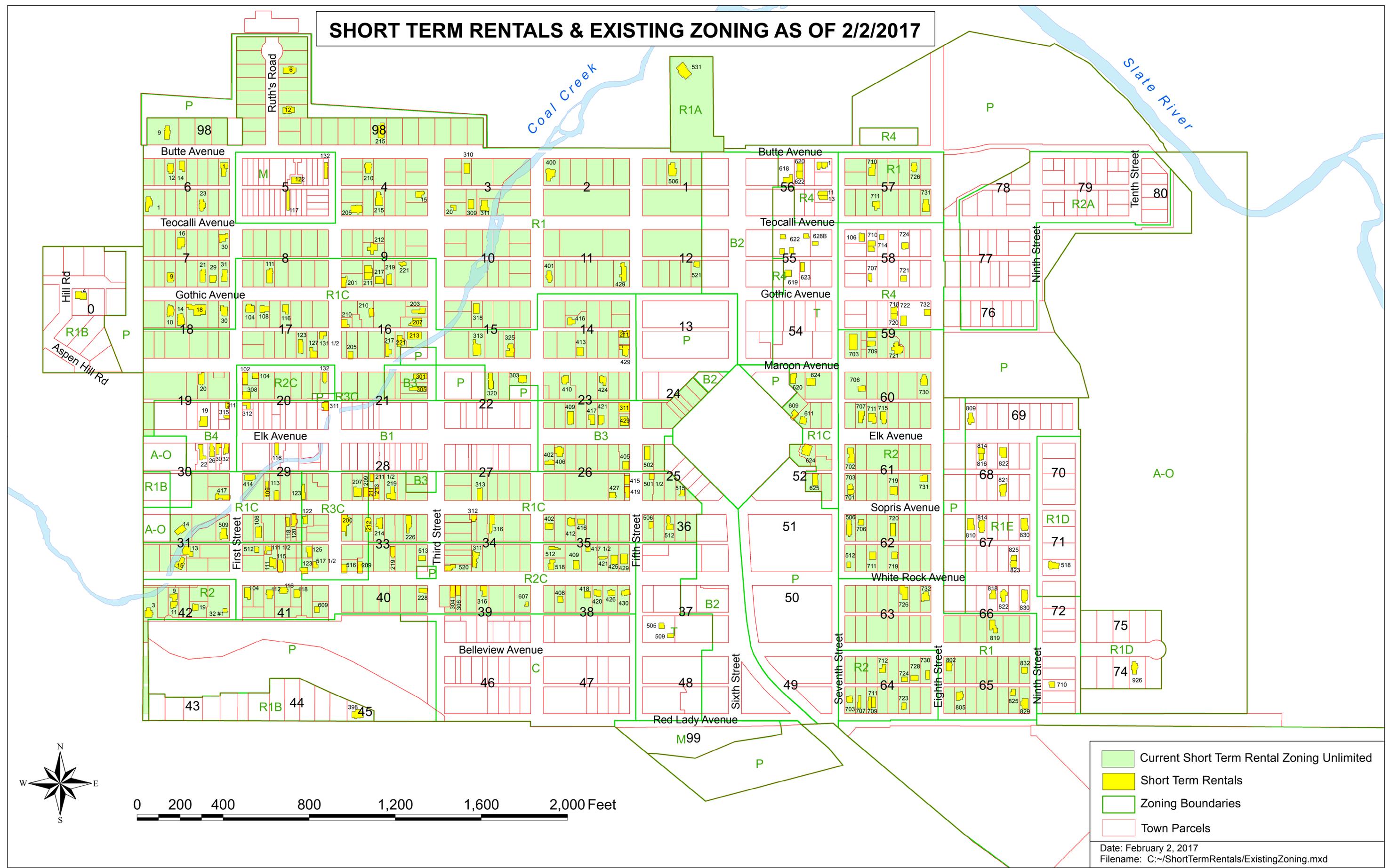
By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

# SHORT TERM RENTALS & EXISTING ZONING AS OF 2/2/2017



- Current Short Term Rental Zoning Unlimited
- Short Term Rentals
- Zoning Boundaries
- Town Parcels

Date: February 2, 2017  
 Filename: C:\ShortTermRentals/ExistingZoning.mxd

Percentage of Primary Dwelling Units that are Short Term Rentals (by zoning district) 2016 (2/2/2017)

Zone	SFR	ACC_DWELL	DUPLEX	MULTI	MOBILE	CM/RS	B&B	TOTAL	STRs	#DRR	DRR Unit Type	#AH Units	# Free Market Units	% Primary Res. Units that are STRs
R1	179	22	12	0	1	0	0	214	46	19	19 ADU	5	190	24%
R1A	1	0	0	0	0	0	0	1	1	0			1	100%
R1B	18	3	0	0	0	0	0	21	2	3			18	11%
R1C	145	37	22	7	0	1	1	213	67	25	24 ADU, 1 Duplex Unit		188	36%
R1D	6	0	0	0	0	0	0	6	2	0			6	33%
R1E	33	6	10	0	0	0	0	49	14	6	1 SFR, 5 ADU	7	36	39%
R2	26	5	72	35	0	1	0	139	33	7	4 ADU, 3 Duplex Units		132	25%
R2A	5	1	18	0	0	0	0	24	0	1	1 ADU	23	0	0%
R2C	63	20	16	14	0	0	0	113	38	19	19 ADU		94	40%
R3C	15	3	2	0	0	2	0	22	10	3	3 ADU		19	53%
R4	2	0	26	62	0	0	0	90	18	6	6 Multi-units	10	74	24%
T	1	0	0	87	0	9	3	100	9	9	1 SFR, 1 Multi, 7 CM/RS	30	61	15%
B1	10	0	0	0	0	28	0	38	3	16	16 CM/RS		22	14%
B2	0	0	0	8	0	9	0	17	0	2	2 CM/RS		15	0%
B3	11	5	0	0	0	11	0	27	11	5	2 ADU, 3 CM/RS		22	50%
B4	9	4	0	0	0	0	0	13	7	3	3 ADU		10	70%
M	0	0	0	0	40	0	0	40	3	0		10	30	10%
C	0	0	0	0	0	35	0	35	0	30	30 CM/RS		5	0%
A-O	0	0	0	0	0	0	0	0	0	0			0	0%
P	0	0	0	3	0	0	0	3	0	0		3	0	0%
<b>TOTAL</b>	<b>524</b>	<b>106</b>	<b>178</b>	<b>216</b>	<b>41</b>	<b>96</b>	<b>4</b>	<b>1165</b>	<b>264</b>	<b>154</b>		<b>88</b>	<b>923</b>	

PERCENTAGE OF FREE MARKET UNITS THAT ARE SHORT-TERM RENTALS

Non-Historic Residential Zones	119	487	24%
Historic Residential and Business Core Zones	133	333	40%
Entire Town	264	923	29%

February 2, 2017

Fellow Council Members,

Attached is a proposed ordinance placing regulations on the number of residential units available for STR use, rather than the number of nights. This ordinance was drafted in direct response to the Staff Report dated September 26, 2016, entitled "Short Term Rental Committee Recommendations." I am well aware of how much work and thought the Council and Staff have put in to the current iteration of Ordinance No. 12, but am equally convinced that a limitation on the number of nights causes many problems while solving relatively few. The attached proposed ordinance is not intended for an approval vote at the February 6th meeting (as will be obvious from the formatting), but rather as a jumping off point for discussion regarding a mechanism of regulation that I feel might actually accomplish some good in this area.

As I said, I am well aware that the Council has previously considered and rejected this facet of the problem but, after consultation with Staff and discussions with many local residents, I cannot in good conscience allow a vote on the current version of Ordinance No. 12 to proceed without at least attempting to raise a unit limitation as a possibility. A simple Council vote rejecting any regulation on the number of STR units will close the matter, and I expect this to be the outcome, but I feel compelled to at least raise the issue. I was appointed to the Council only after months of previous deliberation on this matter, and my intent is not to prolong what has already become an arduous deliberation, but we cannot govern out of impatience, nor fear of litigation. I too want this matter resolved, but I want it resolved in a way that protects our residents and neighborhoods more than I want it resolved at the February 6th meeting.

Areas of the attachment that appear in **underlined bold** text reflect my proposed changes to the version of Ordinance No. 12 currently under consideration. Again, this document is not ready for a yes or no vote, and will require revision by Staff. Should the Council elect to even discuss this proposal, the percentage numbers proposed in 16-14-90(b)(4) should be discussed with staff input as to the current percentages on the ground though, as the Staff Report suggests, the current numbers might go down as regulations take effect. A fee structure in addition to the BOLT fee should also be considered, as suggested by the Report. Please feel free to contact me with any questions or ideas, and I apologize in advance for adding yet another wrinkle to this already complicated issue.

Thank you,



Jackson Petito

ORDINANCE NO. 12  
SERIES 2016  
AN ORDINANCE OF THE CRESTED BUTTE TOWN  
COUNCIL AMENDING CHAPTER 6 OF THE CRESTED  
BUTTE MUNICIPAL CODE TO INCLUDE NEW  
REGULATIONS IN ARTICLE 6 THEREOF FOR THE  
LICENSING OF VACATION RENTALS AND DEFINING  
VACATION RENTALS IN CHAPTER 16

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

WHEREAS, on September 26, 2016, the Chairperson of the Crested Butte Short-Term Rental Committee (the "Committee") presented to the Town Council during a Special Meeting a Town Staff Report regarding the Committee's findings and recommendations respecting the impacts of vacation rentals and the regulation of the same in Crested Butte;

WHEREAS, during such Special Meeting, after presenting the Committee's findings as detailed in the Town Staff Report, the Committee and Town Staff made 14 recommendations regarding the Town's regulation of vacation rentals;

WHEREAS, the Committee's recommendations addressed neighborhood impacts, community impacts and processes regarding the regulation of vacation rentals;

WHEREAS, the Committee's recommendations also addressed the adoption and implementation a vacation rental licensing program directed toward ensuring the health, safety and welfare of the residents and visitors of Crested Butte through the licensing of vacation rentals;

WHEREAS, the Committee's recommendations contemplated that a collateral benefit of implementing a vacation rental licensing program would be the collection of vacation rental use data to determine the impact of vacation rentals on neighborhoods;

WHEREAS, the Town Council, after hearing the presentation by the Committee, and receiving informal public comment from the community at the September 26 Special Meeting, held public meetings on October 17, November 14, December 5, 2016, December 29 and January 2, 2017 to discuss the vacation rental licensing program, at which such meetings the Town Council heard and received public comment and discussed the same;

WHEREAS, following receipt of public comment, and the Town Council's discussion of the same, the Town Council finds by this ordinance that adopting a vacation rental licensing program, including placing a limitation **on the number of residential units in which vacation rentals are allowed in certain zone districts**, will ensure the health, safety and welfare of the residents and visitors of Crested Butte through the permitting of vacation rentals as contemplated in this ordinance is in the best interest of Crested Butte's neighborhoods; and

WHEREAS, for the foregoing reasons, the Town Council hereby finds that the amendments to the Town of Crested Butte Municipal Code ("Code") set forth herein below are in the best interest of Crested Butte, its residents and visitors alike.

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

Section 1. Adding a New Article 6 to Chapter 6 of the Code. A new Article 6 is added to Chapter 6 of the Code and shall read as follows:

"Vacation Rental Licenses

Sec. 6-6-10. Purpose.

The purpose of this Article shall be to require the licensing of vacation rentals. Such licensing shall provide the Town with necessary information relating to the operation of vacation rentals in order to protect the health, safety and welfare of the residents and visitors of Crested Butte.

Sec. 6-6-20. Effective Date.

This Article shall be effective commencing on January 1, 2018, and shall govern all applications submitted to the licensing official for the licensing of vacation rentals. Prior to such date, the owner of an existing vacation rental must make application for a vacation rental license as described herein. Any property operated as a vacation rental after such date without a vacation rental license shall be in violation of this Article.

Sec. 6-6-30. Definitions.

Licensing official means the Town building official or such other officers as designated by the Town Manager.

**Primary residence means a residence which is the usual place of return for housing as documented to the satisfaction of the licensing official. A Person can only have one primary residence.**

Sec. 6-6-40. Vacation Rentals Allowed.

(a) Vacation rentals are allowed only as prescribed in Section 16-14-90. For vacation rentals of individual sleeping units, the owner of the property, or **such owner's** duly authorized representative must be present on the subject premises during use as a vacation rental.

(b) The use of any property as a vacation rental shall not frustrate any limitation on the use of the property pursuant to a deed restriction, covenant or other Town restriction or requirement regarding occupancy.

Sec. 6-6-50. License Required; Compliance.

(a) It shall be unlawful and a violation of this Article for any person to use any property as a vacation rental without first having obtained a vacation rental license from the licensing official. All vacation rentals shall strictly comply with the requirements of the Code.

(b) The owner of any property found to be operating a vacation rental without a license after January 1,

2018 shall be ordered to cease such activity on the property. Any property that is being operated in violation of these regulations shall be ineligible for a vacation rental license for a period of two years from the discovery of the violation.

Sec. 6-6-60. Application.

(a) Application, whether initial or for any renewal, for a vacation rental license shall be made on a form provided by the Town. At the least, the application shall include the vested title property owner's name and address, address of the vacation rental, maximum occupancy of lease or rental guests, owner representative and contact information, parking plan for guests, acknowledgement of payment of all taxes and the required application fee.

(b) The vested title property owner shall be the licensee for the vacation rental. Application fees shall be set by annual resolutions of the Town Council.

**(c) The property for which the license is sought must be the applicant's primary residence.**

**(d)** Vacation rental licenses shall have a term of two years. Subject to the requirements of this Article, a license may be renewed annually, extending the term for one additional year from the expiration of the current license.

Sec. 6-6-70. Issuance; Renewal.

(a) Except for a violation of Section 6-6-50, Applicant may appeal the licensing official's decision to issue, issue with conditions, renew, renew with conditions, suspend, revoke or deny a vacation rental license. Such appeal shall be filed with the Town Clerk in writing within 15 days of the licensing official's decision being appealed and shall be heard by the Town Manager within 30 days of receipt of applicant's appeal. The appeal shall be noticed at the Town's posting places. The Town Manager shall render a decision on the issues appealed within 15 days of the hearing of the appeal. The decision of the licensing official (if not appealed), or of the Town Manager (if appealed), shall be the final decision of the Town for purposes of judicial review.

(b) The licensing official shall deny any application, whether initial or for any renewal, where the application and supporting documentation do not establish the vacation rental's conformity with the requirements of Code. The licensing official may also deny any application that contains false, misleading or incomplete information, or for good cause shown.

(c) At least 14 days prior to issuing or renewing a vacation rental license, the Town shall, in a format provided by the Town, notify all owners of real property within 100 feet of the property that is the subject of the vacation rental license of their opportunity to make comment on the neighborhood impacts of the use of the property as a vacation rental.

Sec. 6-6-80. Suspension; Revocation.

A vacation rental license may be suspended or revoked by the licensing official for failure to comply with this Article. The applicant of such vacation rental license may appeal the licensing official's decision to suspend or revoke the vacation rental license. Such appeal shall follow the process outline in Section 6-6-70 hereof. The suspension or revocation of the vacation rental license shall not be deemed a prerequisite

to the institution of enforcement proceedings, the imposition of fines and the Town's pursuit of any remedies as described elsewhere in the Code. The proper and timely filing of an appeal with the Town Manager shall temporarily stay the suspension or revocation of the vacation rental license pending the outcome of the appeal before the Town Manager unless the licensing official verifies in writing to the Town Manager that a stay will pose an immediate threat to the safety of persons or property or defeat the purpose of the suspension or revocation in the first instance, in which event a stay shall not enter.

Sec. 6-6-90. No Transfer.

A vacation rental license attaches only to the property for which it is issued and is nontransferable upon sale or other transfer of ownership of the property. Upon such transfer of ownership, the new owner of the property shall apply for a vacation rental license if it wishes to continue the use of the property as a vacation rental.

Sec. 6-6-100. Lodging and Sales Tax.

The owner of a vacation rental shall cause lodging tax and sales tax to be collected and remitted to the Town as required under the Code.

Sec. 6-6-110. Business Occupation License.

The owner of a vacation rental property must possess a current Town business license. The business license must be renewed annually where the owner desires to use the property as a vacation rental. A vacation rental license may be denied or revoked if the owner of the vacation rental property does not have a current business license.

Sec. 6-6-120. Bi-Annual Inspection.

All vacation rental properties are subject to inspection every other year, or for cause. Vacation rental licenses may be limited, suspended, revoked or not renewed by the licensing official if all conditions and requirements of the vacation rental license and the Code are not satisfied.

Sec. 6-6-130. Administration.

(a) The licensing official shall prescribe forms and make reasonable rules and requirements in accordance with the Code for, without limitation, application requirements, the inspection of all vacation rental properties, the verification of the capacity and safety of such vacation rental properties and administration and enforcement of the requirements of this Article and the Code.

(b) Applicants must pay their license fee at the time of application, whether initial or for any renewal.

Sec. 6-6-140. Licensee Duties.

It shall be the duty of the fee title owner of the vacation rental to ensure the following:

- (1) Obtain a renewal of the vacation rental license annually, if the property remains a vacation rental.
- (2) Cause the vacation rental to comply with the Code continuously and without interruption.
- (3) Promptly notify the licensing official upon any change of local contact.

Sec. 6-6-150. Local Contact.

All vacation rental licenses shall include a local responsible contact person capable of physically responding to issues that may arise at the vacation rental property within one hour of the initial attempt to contact the vacation rental property owner. The local contact must have physical access to the vacation rental property and shall be authorized to make decisions regarding the vacation rental property on behalf of the owner.

Sec. 6-6-160. License Number Display.

Every vacation rental license shall be issued a unique number. The vacation rental license number shall be displayed in all advertisements for the vacation rental property. Advertisements for the vacation rental property shall include any act, regardless of medium, of drawing the public's attention to the vacation rental property in order to promote the availability of the vacation rental property.

Sec. 6-6-170. Parking Required.

All vacation rental properties must keep and maintain all off street parking approved in conjunction with any Town land use approval for the vacation rental property and made available for year-round use by vacation rental tenants.

Sec. 6-6-180. Maximum Occupancy.

The maximum occupancy of any vacation rental property is 10 people. Occupancy may be adjusted following physical inspection of the vacation rental property. The basis for the occupancy determination shall be an allowance of two occupants per legitimate bedroom plus two additional occupants. Any increase above 10 people in a vacation rental property shall include an on-site parking space for each four additional occupants (or part thereof) in addition to any parking required by this Article. Such parking requirements shall be in addition to any other parking requirements that must be satisfied under the Code.

Sec. 6-6-190. Renter Requirements.

Each vacation rental property shall prominently display on site and available to all renters the rules and regulations of the Town that apply to the occupancy of the vacation rental property. Such information shall include information pertinent to the neighborhood where the vacation rental property is located including, but not limited to, parking restrictions, restrictions on noise and amplified sound, trash disposal, storage and collection schedule, relevant water restrictions and any other information as required by the licensing official.

Sec. 6-6-200. Violation.

- (a) Violations of this Article shall be enforced pursuant to Chapter 1, Article 4 of the Code.
- (b) A violation of Section 16-14-90 of the Code shall also be punishable by denial of a license for a vacation rental for the property that has offended such limitation for a period of two years from Town's discovery of the unlawful lease or rental.

(c) All amounts due and owing the Town in connection with any violation of this Article shall constitute a first priority lien on the vacation rental property and may be collected by any means including by way of those matters addressed in Section 4-8-10 of the Code."

Section 2. Amending Section 16-1-20. The following new defined terms are added to the Section and shall read as follows:

"Vacation rental means: (i) the rental or lease of a property for a period of less than 29 consecutive nights; or (ii) the rental or lease of a sleeping unit within a property, for a period of less than 29 consecutive nights, where the owner or agent is present during the occupancy. Vacation rental use is not a residential use."

Section 3. Replacing Section 16-14-90. Section 16-14-90 is hereby deleted in its entirety and replaced with the following new Section that shall read as follows:

"Sec. 16-14-90. Limitation on Vacation Rentals.

(a) Intent. The use of property as a vacation rental has impacts on neighborhoods not unlike that of bed and breakfasts, hotel or lodges and motels. The impacts of vacation rentals on neighboring uses can be significant when the vacation rental property is occupied by multiple tenants in consecutive tenancies throughout the year. For this reason, limitations on vacation rentals, particularly as they affect other uses of property, are necessary for the protection of the health, safety and welfare Crested Butte.

(b) Limitations. There shall be imposed limitations on vacation rentals as follows:

(1) Vacation rentals are not allowed in bed and breakfasts, condo hotels, hotel or lodges, motels or short-term residential accommodations uses as defined in the Code.

(2) Vacation rentals are permitted in the "R1," "R1A," "R1B," "R1C," "R1D," "R1E," "R2," "R2C," "R3C," "R4," "B3," "B4," "M" and "T" (Block 55 and 37 only) Districts.

(3) Vacation rentals are not permitted in the "R2A," "T" (except Block 55 and 37), "B1" (except as described in subsection (5) of this Section), "B2," "C," "AO" and "P" Districts.

**(4) Density. The maximum density for vacation rentals shall be as follows:**

**(a) A maximum of 30% of non-deed restricted residences are allowed in zones R1C, R2C, R3C, B3, and B4.**

**(b) A maximum of 25% of non-deed restricted residences are allowed in zones R1, R2, R1A, R1B, R1D, R1E, and R4.**

(5) A property that has a valid business license held by the fee title owner of the property for the purpose of use as a vacation rental as of March 1, 2017 is subject to paragraph (4) above.

(6) No more than two sleeping units may be rented at any time when rented as a portion of a vacation rental with the owner or duly authorized representative present."

**From:** [Beth Whaley](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** STR Ordinance  
**Date:** Thursday, February 02, 2017 3:24:53 PM

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Good Afternoon,

I am the owner of 217 and 217 1/2 Gothic Avenue. We are neighbors of Scott Truex and Lisa D'Arrigo.

I concur with his opinion regarding the potential unintentioned consequences propoded ordinance voiced in the Crested Butte News, Jan. 27, 2017.

I agree that utilizing the zoning tools which are in place is important.

Thank you.

Beth Whaley



## Staff Report

February 6, 2017

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Ordinance 2017-01, Town Employee Lease Agreements

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

**Background:** The Town has been proactive for many years in constructing and maintaining rental units to ensure that there is some opportunity for affordable housing in Town for municipal employees. As part of the 2017 budget the Council approved increases of \$25 per bedroom for these rental units. The attached leases incorporate this increase for each unit as well as annual increases for future years.

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

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

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

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

**Proposed Motion:** “I move to approve Ordinance 2017-01.”

**ORDINANCE NO. 1**

**SERIES NO. 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE LEASE OF VARIOUS TOWN RESIDENTIAL PROPERTIES (UNITS 1, 2 AND 3, TOWN RANCH APARTMENTS, 808 9TH STREET; 812 TEOCALLI AVENUE; 814 TEOCALLI AVENUE; 19 9TH STREET; AND 17 9TH STREET, CRESTED BUTTE, COLORADO) TO VARIOUS TOWN EMPLOYEES**

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

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

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

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

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

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

- A-1. Unit 1, Town Ranch Apartments;
- A-2. Unit 2, Town Ranch Apartments;
- A-3. Unit 3, Town Ranch Apartments;
- A-4. 812 Teocalli Avenue;
- A-5. 814 Teocalli Avenue;
- A-6. 19 9th Street; and
- A-7. 17 9th Street.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT "A"**

**Employee Lease Agreements**

[attach form leases agreements here]

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Douglas Collin, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

808 Ninth Street, Town Ranch, Unit 1, Crested Butte, Colorado (a one bedroom residential dwelling that is a portion of a Town owned triplex)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$500.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

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

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

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

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

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

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

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

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

LESSEE: Douglas Collin  
PO Box 2246  
808 Ninth Street, Town Ranch, Unit 1  
Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Douglas Collin

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Kenneth Wilson, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

808 Ninth Street, Town Ranch, Unit 2, Crested Butte, Colorado (a two bedroom residential dwelling that is a portion of a Town owned triplex)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$670.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year the rental rate shall increase by \$15 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

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

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

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

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

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

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

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

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

LESSEE:        Kenneth Wilson  
                   PO Box 3013  
                   808 Ninth Street, Town Ranch, Unit 2  
                   Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Kenneth Wilson

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Ian Baird, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

808 Ninth Street, Town Ranch, Unit 3, Crested Butte, Colorado (a one bedroom residential dwelling that is a portion of a Town owned triplex)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$550.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

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

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

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

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

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

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

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

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

LESSEE: Ian Baird  
PO Box 4232  
808 Ninth Street, Town Ranch, Unit 3  
Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Ian Baird

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Matthew Cahir, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

812 Teocalli Avenue, Crested Butte, Colorado (a three bedroom residential dwelling that is the front portion of a Town owned duplex)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$975.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year the rental rate shall increase by \$20 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

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

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

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

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

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

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

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

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

LESSEE: Matt Cahir  
PO Box 982  
812 Teocalli Ave  
Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Matthew Cahir

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Michael Yerman, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

814 Teocalli Avenue, Crested Butte, Colorado (a one bedroom residential dwelling that is the back portion of a Town owned duplex)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$475.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

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

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

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

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

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

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

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

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

LESSEE:        Michael Yerman  
                   PO Box 4241  
                   814 Teocalli Ave  
                   Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Michael Yerman

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Betty Warren, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional roommate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

19 9<sup>th</sup> Street, garage apartment, Crested Butte, Colorado (a one bedroom residential dwelling that is a portion of a Town owned residential property)
  
3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$475.00 per month, due and payable no later than the 5<sup>th</sup> day of each month during the term of this lease;
  - a. Upon automatic renewal every year, the rental rate shall increase by \$10 per month.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for water, sewer, and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television, and other such services.

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

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

effect fire and extended coverage on the building in which the premise is located during the term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

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

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

remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.

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

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

LESSEE: Betty Warren  
PO Box 153  
19 Ninth Street, accessory apartment  
Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.

24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Betty Warren

## LEASEHOLD AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Dara MacDonald, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

### WITNESSETH:

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

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of March, 2017, for a period of one year, ending on the 28<sup>th</sup> day of February, 2018 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.
  
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:
 

17 Ninth Street, Crested Butte, Colorado (a three bedroom residential dwelling that is a portion of a Town owned residential property). The premises includes the garage on the property, but not the living space above the garage.
  
3. **RENT/OCCUPANTS:** Rental for the entire term shall be in exchange for Lessee’s services for the Town in the position as Town Manager.
  
4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for gas and electricity. The Town will pay for water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.
  
5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with

Lessee's employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:

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

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

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

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

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

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

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

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

LESSEE: Dara MacDonald  
PO Box 4197  
17 Ninth Street  
Crested Butte, CO 81224

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

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity

shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.

25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Dara MacDonald



February 2, 12017

The Honorable Glenn Michel  
Mayor, the Town of Crested Butte

Mayor Michel,

Let me begin by thanking you, and the Town Council, for graciously allowing the Center to present the status, challenges and concerns of the new Center construction project.

Our work sessions with the Town's staff have been very collaborative and constructive. We have made a great deal of progress and feel that we will be able to present you with a clear and carefully vetted recommendation. This extent of detailed investigation, while necessary and beneficial, is taking our team a little more time than anticipated. We, respectfully, ask that we postpone our next presentation to you and the council, scheduled for this coming Monday, by one meeting. We feel that it would be better to take the additional time and present you with the additional detail.

Thank you for allowing this delay, and we look forward to presenting to you on the 21<sup>st</sup>.

Sincerely

Crested Butte Center for the Arts

Ed Schmidt, Board President



## Staff Report

### February 6, 2017

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Janna Hansen, Parks and Recreation Director

**Subject:** Discussion and Possible Action Regarding Correspondence from Law of the Rockies on Behalf of the Heights Subdivision Concerning Avalanche Issues on Heights Open Space

#### **Background:**

For over 15 years the Crested Butte community, including members of Town staff, has informally mitigated avalanche danger by ski cutting the southern slope adjacent to Big Mine Park known as the Heights Open Space (“the Open Space”). The Open Space is jointly owned by the 12 property owners of the Heights Subdivision (“the Owners”). In an effort to formalize the avalanche mitigation work that was being done, Town Staff sent a letter dated 12/28/15 to the 12 Owners to alert them of the avalanche danger, inform them that the Town has and wishes to continue to perform avalanche mitigation work on the Open Space, and notify them that a formal agreement for access to that Open Space would be forthcoming.

In March of 2016 the Town contracted with Mears and Wilbur, natural hazard consultants, to provide a report on risk assessment and mitigation options for the Open Space. The mitigation alternatives outlined in that report were evaluated in terms of risk reduction, feasibility, and cost. The alternatives included supporting structures; warning signs and education; avalanche arresting fences; mapping and avoidance; avalanche forecast, warning, and temporary closure; and forecast and artificial release (“ski cutting”). This report was shared with the Owners in a letter from the Town dated 11/3/16 and included an agreement requesting access to the Open Space to perform avalanche mitigation work, indemnification of the Town by the Owners, and \$1,000,000 in insurance coverage naming the Town as additional insured.

The Town received a letter dated 12/19/16 from Law of the Rockies on behalf of the 12 Owners refusing the terms of the agreement outlined in the letter dated 11/3/16. The 12/19 letter states that any avalanche on the Open Space would be “an act of God” for which the Owners would not be liable. The letter goes on to propose an agreement whereby the Town would indemnify and provide insurance for the Owners and that the Owners would quitclaim the Open Space to the Town subject to provisions including agreement not to construct any structures or make any landscaping improvements to the Open Space; maintain the Green Lake and Ditch Trails; provide snow removal and maintenance to Journey’s End Road; and pay for the land.

At the 1/17/17 Town Council meeting executive session, Council directed the Town Attorney to request a meeting with the Owners and their legal counsel to see if a reasonable solution could be found. The Owners and their legal counsel declined the meeting and modified their request stating they would allow the Town access to the Open Space for avalanche mitigation purposes if the Town agreed to indemnify the Owners.

The Town is a member of Colorado Intergovernmental Risk Sharing Agency (CIRSA) who provide property and liability insurance for the Town. On 2/1/17 CIRSA representatives made a site visit to Big Mine Park and informed Town Staff that if the Town were to choose to indemnify the Owners the Town would thereby waive its governmental immunity. The CIRSA representatives stated that should the Town acquire the Open Space it

could be added to the Town's insurance policy with no additional premiums, CIRSA would expect the Town to implement appropriate avalanche mitigation protocol, and in this situation the Town would retain governmental immunity.

**Discussion:** The following outlines the options available to the Town at this time:

1. Seasonal closure of hazardous areas in Big Mine Park.

Pros:

- Risk elimination.
- Low cost to the Town.

Cons:

- Would require no winter use of the Open Space, the Ditch Trail, the Big Mine Park Trail, the Sledding Hill, and the Nordic training area. The Warming House would also need to be closed until the southern wall could be reinforced for avalanche impact. These closures represent significant loss of winter amenities for our community.
- Would cause substantial impacts to Nordic Center operations and would likely require the relocation of the Nordic Center.
- Avalanche danger would no longer be mitigated on the Open Space making that slope more likely to slide thereby endangering people who may choose to ignore the closures and access hazardous areas despite the risk (ie. neighborhood kids).

2. Grant indemnity to the Owners and continue to mitigate avalanches on the Open Space.

Pros:

- The Town could develop protocol for avalanche mitigation that would allow hazardous areas within Big Mine Park to remain open during the winter months.
- The Warming House Expansion Project could continue to move forward.

Cons:

- The Town would lose its governmental immunity and in the event of a loss would be solely liable opening itself up to the potential for bankruptcy.

3. Purchase the Open Space and mitigate the avalanche danger based upon recommendations from the Mears and Wilbur report.

Pros:

- The Town would retain its governmental immunity.
- The Town could develop protocol for avalanche mitigation that would allow hazardous areas within Big Mine Park to remain open during the winter months.
- The Warming House Expansion Project could continue to move forward.
- Additional park space to accommodate summer and winter trail access, the disc gold course, and other future uses.

Cons:

- The Town would be taking on a known liability.
- The terms of the purchase may be complex and would require negotiations with the Owners.
- The price of the purchase is unknown at this time and could have significant financial implications.

Another possible option would be to attempt to negotiate with the homeowners again in an effort to gain access to the Open Space for avalanche mitigation purposes without the transfer of ownership or indemnification from either party. This option would need to be vetted with CIRSA and the Town Attorney before the pros and cons could be identified.

**Recommendation:** Staff strongly recommends against pursuing indemnification of the Owners due to the loss of the Town's governmental immunity.

# 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-*

Phone: (970) 349-5338  
FAX: (970) 349-6626  
[www.townofcrestedbutte.com](http://www.townofcrestedbutte.com)

December 28, 2015

<Homeowner Address>

RE: Heights Open Space Avalanche Mitigation

Dear Homeowner,

The intent of this letter is to update you on the Town of Crested Butte ("the Town") Avalanche Mitigation Plan. The Town is in the process of developing an avalanche mitigation plan with community partners including the Crested Butte Nordic Center, the Crested Butte Avalanche Center, and the American Institute for Avalanche Research and Education (AIARE). The purpose of this plan is to identify, analyze, treat and monitor avalanche risk in Town.

In accordance with The Heights at Crested Butte Plat Reception #425077, you are 1/12 owner of the open space parcel located on the north side of your property. As you may be aware, this steep hillside has had several documented avalanches that have slid into Big Mine Park. The Town has in the past informally worked with the property owners of Heights at Crested Butte to mitigate avalanche danger. Due to the high probability of avalanches at this site and the severe consequences of an avalanche into Big Mine Park, our most heavily utilized park in the winter, the Town has a very low risk tolerance for avalanches at this site.

In order to properly mitigate the risk of avalanches at Big Mine Park, the Town wishes to formalize an agreement with Heights homeowners for access to the Heights Open Space for purposes of avalanche mitigation. Town staff would like to establish a line of communication with each of the property owners to discuss the plan as it is implemented. As a partial property owner, your consent is critical to allow the Town to continue to mitigate the risk of avalanches on this slope and protect the public from avalanche danger. A formal agreement will be forthcoming. Please be aware that the Town will continue to mitigate avalanches on that slope as we have for the past fifteen years while we work toward a formal agreement.

Please contact Janna Hansen, Parks and Recreation Director, to supply her with your contact information. The Town would appreciate an email address, phone number, and mailing address so we can ensure you receive timely updates on the progress of the plan.

Thank you,

Janna Hansen  
Parks and Recreation Director  
[jhansen@crestedbutte-co.gov](mailto:jhansen@crestedbutte-co.gov)  
(970)349-5338

Michael K. Yerman  
Town Planner  
[myerman@crestedbutt-co.gov](mailto:myerman@crestedbutt-co.gov)  
(970)349-5338

# 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-*

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

November 3, 2016

**VIA CERTIFIED U.S. MAIL AND E-MAIL DELIVERY**

Hunter Baker, Double L Ranch LLC.  
 PO Box 676  
 Crested Butte, CO 81224

James Lohr  
 PO Box 1074  
 Crested Butte, CO 81224  
 jlohr@q.com

Anna Reilly  
 2797 Acorn Ct.  
 Winston Salem, NC. 27106-5723  
 mscullinan@gmail.com

Edward Felton  
 23005 N. 74th St. Unit 2054  
 Scottsdale, AZ 85255

Matthew Cullinan  
 2797 Acorn Ct.  
 Winston Salem, NC. 27106-5723  
 mscullinan@gmail.com

Dorothy Haskell  
 2040 Swift Blvd.  
 Houston, TX 77030-1214  
 dorothywhaskell@gmail.com

David Manning  
 5001 Hill Place Dr.  
 Nashville, TN, 37205-2706  
 dmanning@amsurg.com

Roxie Lypps  
 PO Box 27  
 Crested Butte, CO 81224  
 roxie@crestedbutte.net

Sean Reilly  
 PO Box 66338  
 Baton Rouge, LA  
 70896-6338  
 sreilly@lamar.com

Jodie Strauss  
 PO Box 984  
 Big Lake, TX 76932-0984  
 baagrade@aol.com

James Murray  
 PO Box 3627  
 c/o Lesa Creveling Trust Officer  
 Tulsa, OK 74101-3627  
 jlbloomfield@trustok.com

Richard Fertig  
 116 Sullivan St.  
 New York, NY 10012-5608

**RE: Letter Agreement Re: Avalanche Mitigation Efforts**  
 The Heights Open Space, Crested Butte

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November 3, 2016

Page 2

Dear Messrs./Madams:

On December 28, 2015, we transmitted to you correspondence regarding the avalanche issues and related mitigation efforts related to the open space (the "**Open Space**") for The Heights at Crested Butte. Attached is that letter again for your reference.

Also enclosed is the avalanche risk assessment performed by Arthur Mears, P.E. respecting Big Mine Park, which, as you know, sits adjacent to, and at the foot of the Open Space hillside. As you can see from Mr. Mears' report, the avalanche hazard respecting the Open Space and its impact on Big Mine Park is significant.

Based on Mears' report, until the owners of The Heights Open Space address the avalanche hazards impacting public property at Big Mine Park, the hazard can and must be mitigated by professional avalanche mitigation experts. In the meantime, the Town will agree to make arrangements to have these avalanche hazard mitigation services performed for the Open Space above Big Mine Park by professionals, provided that you agree to the following:

1. **License.** "**You**," as owners of the Open Space, hereby grant the Town, its employees, agents and contractors a license to enter onto the Open Space for purposes of conducting professional avalanche mitigation and associated services (the "**Services**") on the Open Space in order to protect the public from avalanche danger in Big Mine Park.

2. **Indemnification.** In connection with such Services, you agree to indemnify, hold harmless and defend the Town, its officers, employees, contractors, agents and insurers (collectively, the "**Town Indemnitees**") from any and all claims, losses, suits, damages, liabilities, including reasonable attorneys' fees, costs and expenses (collectively, "**Claims**"), related to death, personal injuries or property damage (including loss of use thereof), by any third party person or property arising out of or in connection with or as a result or consequence of the performance of the Services. You and the Town agree that this indemnification covenant contemplates (x) full indemnity in the event of liability imposed against the Town Indemnitees without negligence thereby and solely by reason of statute, operation of law or otherwise, and (y) partial indemnity in the event of any actual negligence on the part of the Town Indemnitees either causing or contributing to the underlying claim in which case indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault thereby whether by statute, by operation of law or otherwise. In addition, you and the Town acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities and limitations of liability that the Town, its officers, employees, contractors, agents and insurers may have under the Colorado Governmental Immunity Act.

3. **Insurance.** You agree to carry premises liability coverage in the amount of \$1,000,000.00 naming the Town, its officers, employees, contractors, agents and insurers as additional insureds relative to the Services. The policy of insurance shall be provided by an insurance company licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. You will notify the Town of any cancellation or reduction in coverage or limits of any insurance within 7 days of receipt of insurer's notification to that effect. You and the Town waive all rights to recover against each

Encls./2

Property Owner Letter Dated 12/28/15  
Avalanche Risk Assessment Report

November 3, 2016

Page 3

other, or against the officers, employees, contractors and agents of each other, for any loss or damage arising from any cause covered by any insurance carried by the other. You will cause you insurer to issue an appropriate waiver of subrogation rights endorsement to all policies of insurance carried in connection with the subject premises.

For your information, the Town will be creating an avalanche mitigation specialist position within the Parks and Recreation Department for the performance of these Services. With the winter snow season fast approaching, it is critical that we get this letter agreement in place as soon as possible. Without this letter agreement in place, we cannot mitigate the avalanche danger risk to Big Mine Park for you. We will be following up this correspondence with a telephone call so that we can complete this letter agreement with your signature below. Thank you for your prompt attention to this matter.

Please acknowledge your agreement to the terms below by including your counterpart signature hereon and transmitting the same to Janna Hansen, Parks and Recreation Director, Town of Crested Butte, P.O. Box 39, Crested Butte, CO 81224 or [jhansen@crestedbutte-co.gov](mailto:jhansen@crestedbutte-co.gov). If you have any questions, please call Janna at 970-349-5338.

Sincerely,

**TOWN OF CRESTED BUTTE, COLORADO**

By: \_\_\_\_\_  
Dara MacDonald, Town Manager

**ACKNOWLEDGED AND AGREED TO:**

\_\_\_\_\_  
Hunter Baker, Double L Ranch LLC,

\_\_\_\_\_  
James Lohr

\_\_\_\_\_  
Anna Reilly

\_\_\_\_\_  
Edward Felton

\_\_\_\_\_  
Matthew Cullinan

\_\_\_\_\_  
Dorothy Haskell

\_\_\_\_\_  
David Manning

\_\_\_\_\_  
Roxie Lypps

\_\_\_\_\_  
Sean Reilly

\_\_\_\_\_  
Jodie (Jamie) Strauss

\_\_\_\_\_  
James Murray

\_\_\_\_\_  
Richard Fertig

Encls./2  
Property Owner Letter Dated 12/28/15  
Avalanche Risk Assessment Report

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November 3, 2016

Page 4

Encls./2

Property Owner Letter Dated 12/28/15  
Avalanche Risk Assessment Report



# LAW OF THE ROCKIES

**Members**  
 Marcus J. Lock  
 Jacob A. With  
 Kendall K. Burgemeister

**Of Counsel**  
 John R. Hill, Jr.

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525 N. Main Street, Gunnison, CO 81230 | 970.641.1903  
 lawoftherockies.com | Fax: 970.641.1943 | jwith@lawoftherockies.com

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December 19, 2016

**VIA ELECTRONIC MAIL**

Town of Crested Butte  
 c/o Janna Hansen  
[jhansen@crestedbutte-co.gov](mailto:jhansen@crestedbutte-co.gov)

Town of Crested Butte  
 c/o Michael K. Yerman  
[myerman@crestedbutte-co.gov](mailto:myerman@crestedbutte-co.gov)

**Re: *The Heights Subdivision***

Dear Ms. Hansen and Mr. Yerman,

I am writing to you on behalf of Jim Lohr, Anna Reilly, Edward Felton, Jr., Matthew Cullinan, Dorothy Haskell, Thomas Haskell, the David Manning Revocable Trust, the Lisa Manning Revocable Trust, Roxie Lypps, Sean Reilly, Jennifer Reilly, Jodie Strauss, William Strauss, the James Murray Revocable Trust, Richard Fertig and Sabrina Fertig.

You recently contacted my clients and provided them with a proposed Letter Agreement Re: Avalanche Mitigation Efforts (the “Agreement”). My clients appreciate your desire to mitigate dangers to Big Mine Park. The safety of residents enjoying the amenities at the park should be of paramount importance to the town, and my clients laud your efforts to eliminate the avalanche risks you’ve identified. Unfortunately, the Agreement is unacceptable to my clients.

To be clear, my clients have no obligation to mitigate any avalanche danger that may exist. My clients are not responsible for the placement of Big Mine Park at the base of an area you’ve identified as posing an avalanche danger. My clients have taken no actions to increase avalanche danger on the open space you’ve identified. Any avalanche that occurs would be an act of God for which my clients are not liable. *Wilson v. Calder*, 518 P.2d 952, 954 (Colo. App. 1973) (holding that, “the ‘act of God’ defense is available only when defendants can prove that injury resulted solely from natural causes”). However, if you perform avalanche mitigation

December 19, 2016  
Town of Crested Butte  
Page 2 of 2

**LAW OF THE ROCKIES**

efforts that inadvertently result in any damage to a person or property, this defense may arguably not be applicable because the damage did not solely result from natural causes. There is substantial risk to my clients if you perform the mitigation and, as you've identified, there is intolerable risk to Big Mine Park if you fail to perform the mitigation. Nevertheless, in any agreement regarding avalanche mitigation, my clients' risk needs to be eliminated rather than exacerbated by provisions such as the indemnification and insurance obligations you seek to foist upon them under the proposed Agreement.

An agreement whereby the Town of Crested Butte (the "Town") indemnifies my clients and provides insurance against my clients' risks is less than ideal as indemnification and insurance is never a complete solution. Rather, my clients suggest that they quitclaim the open space to the Town subject to the following provisions: (1) the Town would abide by the existing conditions on the plat for the subdivision, (2) the Town would agree not to construct any structures or make any improvements that would impair any of the properties' views, including without limitation adding landscaping, fences, trees, shrubs or other cover, (3) the Town would agree not to construct any new trails that are closer to any of my clients' properties than the existing trails, (4) the Town would maintain both the Green Lake Trail, which runs from the Nordic Center along the outside north-northeast edge of this parcel and west along Journey's End Rd., and the unofficial (and currently illegal) "ditch trail", which extends east-west on the lower portion of the parcel, in an attractive state and in good condition, free of debris, noxious weeds and litter, (5) the Town would agree to maintain that section of Journeys End Road used for access by my clients, and (6) the Town would pay my clients reasonable consideration for the value of the land given the conditions above. The maintenance obligation would include snow plowing and traditional road maintenance, both of which would be completed to the same standards as like type roads within the Town's boundaries. Part of maintaining the trails would be providing appropriate signage at the bottom of Journey's End Road stating that, "Parking for the Green Lake Trail is located at the Nordic Center in Town" and also providing signage at the Nordic Center along with a dog waste station. This agreement would be set forth in a more formal agreement that contains additional detail. This agreement would be recorded. Until such time as such an agreement is finalized, I've advised my clients not to allow any access to the parcel.

By entering into such an agreement and obtaining the quitclaim deed from my clients, future discussions and negotiations with my clients regarding the open space will hopefully be avoided. My clients are hopeful that this agreement may be reached as soon as possible to facilitate your avalanche mitigation efforts.

Sincerely,



Jacob A. With  
LAW OF THE ROCKIES

cc: Clients

January \_\_\_\_, 2017

**VIA E-MAIL DELIVERY**

Jacob A. With, Esq.  
Law of the Rockies  
525 N. Main Street  
Gunnison, CO 81230

**Re: The Heights Open Space: Avalanche Concerns**

Dear Jacob:

This Firm serves as general legal counsel to the Town.

We have reviewed your letter addressed to Town Staff of December 19, 2016 regarding the avalanche issues related to the open space (the "**Open Space**") for The Heights at Crested Butte.

Respectfully, we disagree with your analysis of the legal issues outlined in your letter. We see the avalanches occurring on the Open Space and impacting Town property as a trespass. It also seems that your understanding of the circumstances surrounding the avalanche concerns may not match the actual facts.

Initially, it should be pointed out that since the Open Space is your clients' property, it is their responsibility. We read your letter to instruct the Town not to mitigate the risk posed by avalanches on the Open Space. Please be assured that the letter agreement that the Town delivered to your clients was not intended to be an affront to them, but rather an effort by the Town Staff, faced with the fact that that avalanches on the Open Space could cause damage to persons and property, to cooperate with your clients to mitigate these risks.

Regardless, the Town Council has instructed Town Staff to request a meeting with your clients to discuss the options in mitigating the avalanche circumstances at the Open Space. Attendees at the meeting will include one or two Town Council members, the Town Manager and myself. The Town believes that such a meeting would be beneficial to all in learning if any common ground can be reached so that nobody gets injured by an avalanche, especially at a time when the avalanche danger for the Open Space is at an all time high.

Please contact the undersigned to discuss the possibility of coordinating such a meeting and what the Town hopes to accomplish with you clients.

Sincerely,

GARFIELD & HECHT, P.C.

By: \_\_\_\_\_  
John D. Belkin

JB:rp

Jacob A. With  
January \_\_, 2017  
Page 2

Ec: Town Council  
Dara MacDonald, Town Manager

Arthur I. Mears, P.E., Inc.  
Natural Hazards Consultants  
555 County Road 16  
Gunnison, CO 81230  
Cell: (970) 275-1548

October 13, 2016

Ms. Janna Hansen  
Parks and Recreation Director  
Town of Crested Butte  
507 Maroon Avenue  
Crested Butte, CO 81224

RE: Avalanche hazard, risk and mitigation options, Big Mine Park

Dear Janna:

As discussed in our proposal of March 10, 2016 the following is “step 1” of the avalanche hazard, risk and mitigation evaluation.

### **1. Setting and Avalanche Hazard**

Big Mine Park is located at the south edge of Crested Butte below steep north-facing, avalanche-prone slopes in the 30-50 degree steepness range. The Park consists of a sledding hill, Skateboard Park, ice rink, warming house, Nordic maintenance building and a disc golf course (see Figure 1). It is the most heavily-used park within the Town during the avalanche season. The avalanche slopes on the south edge of the park rise from 8,910 feet to a maximum of 9,020 feet at the north edge of the Heights subdivision. The slopes are mostly unforested on the eastern half; support a dispersed forest with a steep gully in the center section and a fairly continuous forest on the western third. This western third is forested and also not continuously steeper than 30 degrees therefore is not a single avalanche starting zone (see slope map, Figure 2). An approximately 10-foot wide bench (ditch) traverses the entire slope from west to east at approximately 8,950 feet elevation. This bench is regularly used as a Nordic ski route or trail. There are approximately 20-to-40 vertical feet below this bench to the park and 40-to-70 feet vertical from the bench to the top of the slope. The steep, avalanche-prone slopes and ditch/bench are within open space of the Heights Subdivision.

The area with the potentially largest avalanches exists on the upper, longer slope above the bench on the eastern half. This upper slope will accumulate the most snow because snow storms with south-to-southwest wind directions can erode snow from the Heights subdivision and deposit it near the top of the slope in a slab 3 or more feet thick during a major storm. The wind slab avalanches that can form may be continuous across this slope starting just above the sledding hill on the east end and extending to the west until the forested portion of the slope is reached. This forest and more irregular terrain will prevent further slab propagation to the western forested portion. During extreme conditions a single wide slab avalanche can release at one time. The largest avalanches can run out the sledding hill,

A Mears, October 13, 2016

impact the ice rink<sup>1</sup>, impact the warming house and may reach as far as the Nordic maintenance building during the largest events with estimated return periods of 30 years or longer (3% annual probabilities)

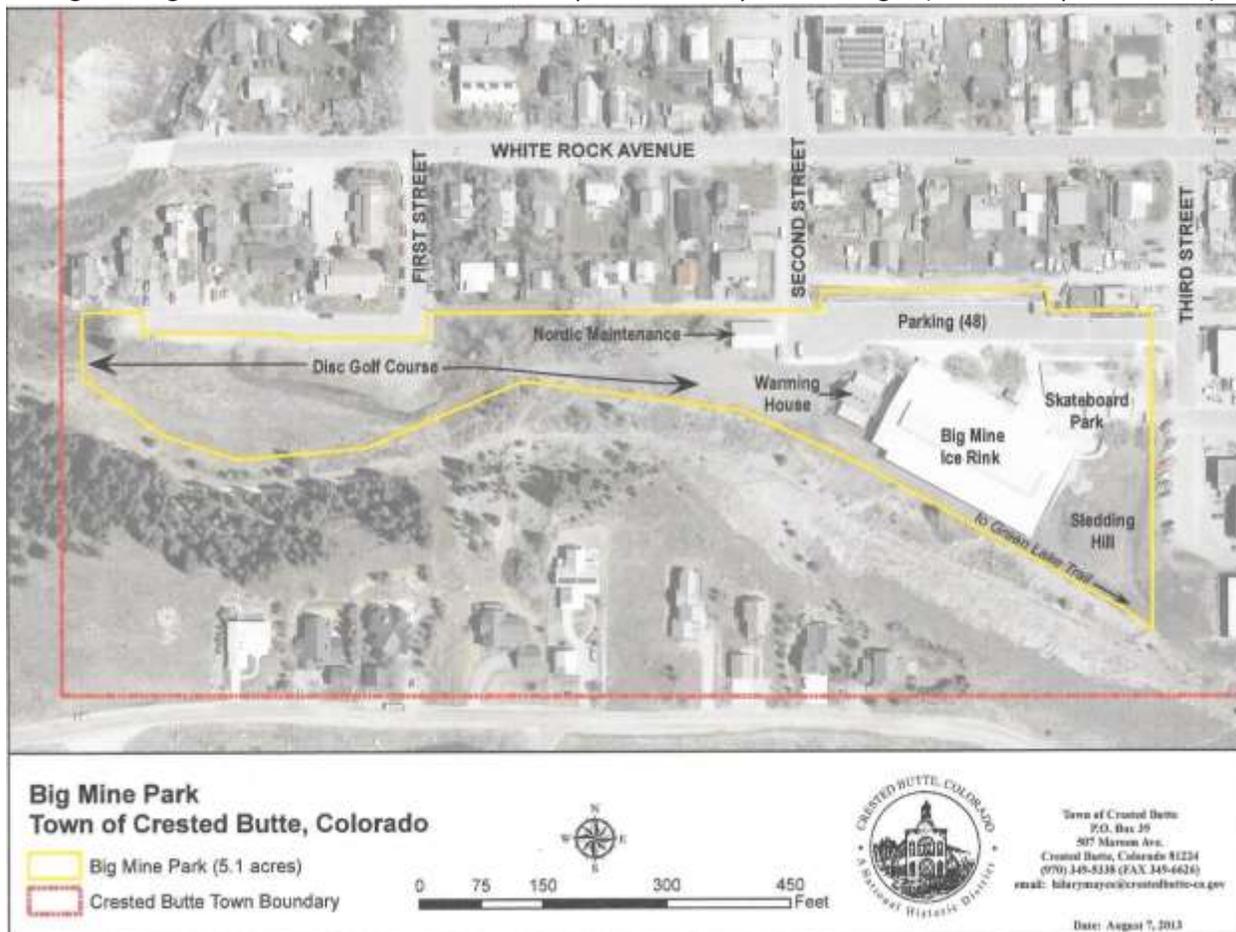


Figure 1. Big Mine Park and facilities, Crested Butte

However, smaller and much more frequent avalanches are more important when considering the overall risk to users of the park. Snow avalanches originating on these slopes have been observed on several occasions in the past 30 years and avalanche potential exists almost every year. An example of a small-to-medium sized event in 2010 is shown in Figure 3.<sup>2</sup> These may catch, bury, injure and possibly kill a person on the steep slope, on the ski trail that follows the irrigation ditch/bench, on the ski trail behind the ice rink, on the base area flats or other locations where avalanche debris can form a deep deposit. Avalanches may occur naturally as a result of numerous storm and snowpack conditions or can be triggered “artificially” by people on the slopes. Depending on the snowpack, storm and other weather conditions avalanches are most likely in the 4-month period (December through March) but are possible in the 6-month period (November through April) and very rarely may occur as early as October or as late as May.

<sup>1</sup> The ice rink has been reinforced for avalanche loads; the interior is safe from avalanches.

<sup>2</sup> Thicker slabs and much larger avalanches are possible and will result from sustained storms of 3-to-5 days duration or longer such as those in February/March 1978, February 1986, February 1995, January 2005, December 2010.

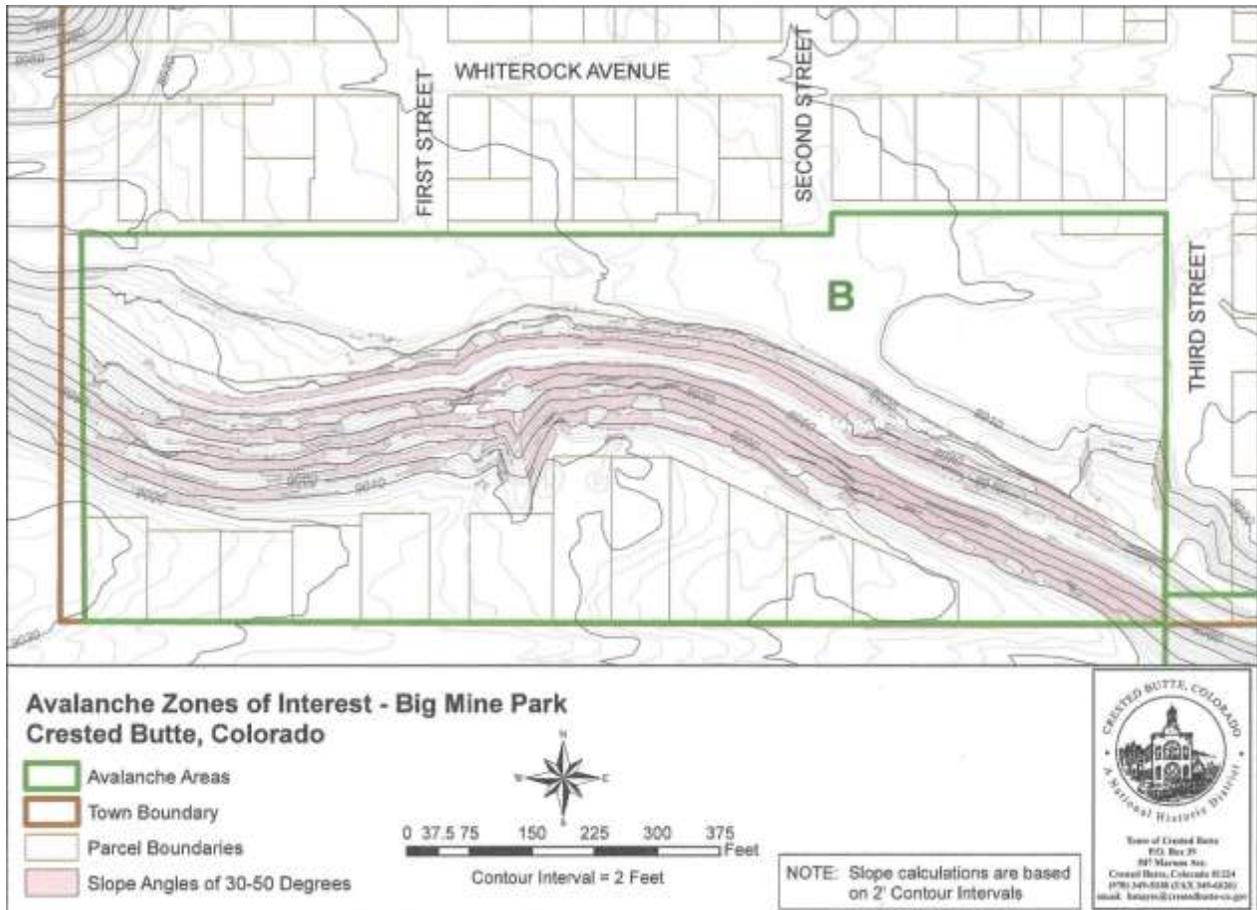


Figure 2. Detailed topographic and slope map of Big Mine Park. Slopes shaded in red are avalanche starting zones steeper than 30 degrees. Slab avalanches can extend across all of the east slopes during extreme and unusual conditions although usually avalanches will be smaller and will stop on the narrow bench about 1/3 of the distance up the slope.

### Avalanche risk to people and/or facilities

Big Mine Park and the avalanche slope above it are heavily used during the avalanche season by Nordic skiers, downhill skiers, snowboarders and other recreationalists. Park users may be on the steep slopes, on the flats near the warming house or disc golf area below the avalanche slopes, on the sledding hill on the east end of the park, on the Green Lake access trail immediately south of the ice rink or on the irrigation ditch trail that crosses the slope at 8,950 feet elevation (Figure 3). The Big Mine Ice Rink is also heavily used during the avalanche season; however the uphill wall of the building has been reinforced for avalanche loads.<sup>3</sup> The warming house can be reached but avalanche impact probably would not rupture the wall. Use of some of the park facilities and trails presents an unacceptably-high risk. Avalanches are most likely during or immediately following heavy snowfall and/or wind events, can

<sup>3</sup> The fact that this has been mitigated for avalanche loads is an indication that the avalanche potential has been recognized by the Town.

occur naturally, be caused by people and may occur at any time during the day or night. They may also occur several days following storms or even after attempts to trigger avalanches artificially.



*Figure 3. Looking west across the bench from near the east end. Small-to-medium sized avalanches reached the bench in this photo. Small avalanches like these will be most common, occurring every few years or more often. They will deposit in any relatively flat areas of the terrain and can bury a person.*

### **Mitigation Alternatives**

Given the risk to persons from avalanches we agree with the Town of Crested Butte; mitigation is justified at the Big Mine Park. Five mitigation options are listed below in the order of risk reduction. Advantages and disadvantages of each are discussed.

1. **Supporting Structures.** These structures consist of wire-rope fences or rigid fences built in a continuous row across the slope within the steep avalanche starting zone. They anchor the snowpack to the slope and prevent avalanches from starting. They can also stop small snow sluffs. Supporting structures have been widely used in central Europe for decades above populated areas and have been used extensively in some areas in the United States. A local example was built in Mt. Crested Butte during the last decade. At the Big Mine avalanche slopes

a single row of fence would be needed. This row would be built at an elevation of 8,960-8,970 feet, approximately 10-20 feet vertical above the existing irrigation ditch bench. The smaller steep slope below this bench will not produce avalanches sufficiently large to endanger people. The row of fence would need to extend from the eastern park boundary for approximately 800 feet to the west, stopping at the forested area of the slope. The height, strength, horizontal layout and length of the fence would be determined in step 2 of this study if this option is chosen. **ADVANTAGES:** Supporting structures, if properly designed and built, substantially reduce or eliminate the risk from avalanches. This is the best option for risk reduction.

**DISADVANTAGES:** Supporting structures of the size needed here may cost \$1,000 to \$1,200 per foot of installed length (roughly \$800,000 –\$960,000 total<sup>4</sup>) due to the anchoring requirements needed to stabilize the fences against the large snow-creep forces on the steep slope. Typical annual maintenance cost is 1%-2% of construction cost. The fences would also be very conspicuous and may not be compatible with land uses in the Town.

2. **Warning signs and education.** Warning signs placed at the base of the slope, on the access route to the Heights Subdivision and ski trails, along the mid-slope ditch/bench and at the top of the deep gully that bisects the slope near its center would be a simple and inexpensive form of mitigation. The signs could direct people to an information sheet available in the warming house that describes the avalanche hazard. **ADVANTAGES:** Warning signs would increase the awareness of avalanches to park users. They would show the Town of Crested Butte is aware of the potential risk and is attempting to inform park users. They are a low-cost form of mitigation. **DISADVANTAGES:** The signs would obviously not eliminate the hazard or prevent people from being exposed.
3. **Rockfall/avalanche arresting fences.** This consists of a reinforced fence designed to stop rockfall or small avalanches in motion<sup>5</sup>. It would consist of a single line of fences above the ditch or at the base of the slope. At the Big Mine Park the arresting fence, similar to the supporting structures, would have a length of approximately 800 feet if built at the base or above the ditch. The fences would need to be somewhat higher than the supporting structures because they would have to catch and store debris from avalanches. **ADVANTAGES:** These fences would prevent avalanches from traveling farther than the fence although they could still occur on the slopes. Therefore arresting fences would make the area below the fence free of avalanche risk. **DISADVANTAGES:** Arresting fences would cost an estimated \$1,000 to \$1,200 per foot of length, similar to the supporting structures (an estimated \$800,000-\$960,000 for the entire length<sup>6</sup>). Although these fences would stop the small avalanches they would also become “terrain traps” where people on the slope, if caught in a small avalanche, could be trapped and buried at the fence in deep snow. Furthermore, similar to the supporting structures they would be highly conspicuous.
4. **Mapping and Avoidance.** If the potential extent of the design-magnitude avalanche<sup>7</sup> is objectively defined and mapped the hazardous areas, including the runout on the flats, could be completely avoided during the avalanche season and the risk eliminated. This would require no winter use of the steep avalanche slopes, the irrigation ditch trail, the Green Lakes access trail, the sledding hill, the warming house and a large part of the disc golf course flats. **ADVANTAGES:**

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<sup>4</sup> This is a rough estimate and is not based on a detailed cost study.

<sup>5</sup> Rockfall is not a problem at Big Mine Park but such fences have been tested, are known to stop small avalanches and would work here..

<sup>6</sup> This is also an estimate and not based on a detailed study.

<sup>7</sup> The design-magnitude avalanche for land-use planning and engineering in Gunnison County has a return period of 300 years (a 0.3% annual probability). A similar event may not be defined in Crested Butte.

This would be a low cost alternative. It could simply be done as part of our Step 2 study.

**DISADVANTAGES:** Permanent avoidance would eliminate winter use of an important winter resource to the Town. Temporary closure in place only during times of elevated avalanche hazard is discussed under “5” below.

5. **Avalanche Forecast, warning and temporary closure.** This option would leave the park, facilities and avalanche slopes as they are now but close all exposed facilities (except for the ice rink which has been reinforced, as described). It would require a dependable and reliable forecast of local snow instability and avalanche potential from a reliable person(s) or organization. **ADVANTAGES:** The cost would be relatively small if the snow-stability (avalanche) forecast is simply done by existing experts such as the Crested Butte Avalanche Center, the Colorado Avalanche Information Center, the Crested Butte Mountain Resort or some other expert entity and if the park is closed or evacuated at times of high hazard by the Parks and Recreation Department or other official. For example, the entire area affected by avalanches, including the flats west of the warming house, the warming house itself and the access trail behind the ice rink could be closed during “level 4 or 5” (high or extreme) hazard. However avalanches are known to occur during “level 3” or considerable hazard.<sup>8</sup> Level 3 conditions usually last much longer than levels 4 or 5. **DISADVANTAGES:** Typically, avalanche advisories, partly because they may depend heavily on observations, are issued a little late and are also removed a little late<sup>9</sup>. Furthermore, it is extremely difficult to forecast very large and long-running avalanches (such as those that may slide across the flats at the base of the slope) even in small terrain such as at the park. Because there is a tendency to “err on the safe side,” there would probably be many closures when no avalanches occurred. This “cry wolf” effect may be resented and/or ignored. Some periods of potentially dangerous avalanches would probably not be forecast. Therefore two types of forecast errors are possible.
6. **Forecast and artificial release.** This option would involve the same ski-cutting of unstable snow slabs as has been used in the past. To be effective (or partially effective) it would also require a reliable stability forecast before *and after* the ski cutting. The person or organization responsible for conducting this mitigation alternative should be contracted with the Town to ensure they are available at all times throughout the snow and avalanche season. It should be understood that the most effective mitigation may need to be conducted during storms or after dark. **ADVANTAGES:** This option has low “front-end” costs. Persons willing to utilize the ski-cutting technique may be readily available in the immediate area. No physical changes to the terrain would be necessary. **DISADVANTAGES:** This option may involve substantial risks to those conducting the mitigation and to those who may be exposed on or below the steep slopes before or after the mitigation is conducted. The person(s) or organization conducting this mitigation alternative should carry general and professional liability insurance as required by the Town. It must also be recognized that this form of mitigation carries a substantial risk of spontaneous “post-control” release of slab avalanches that may endanger park users after the ski cutting has been completed.

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<sup>8</sup> Most avalanches in the backcountry occur during level 3 (or considerable hazard) and are usually triggered by the victim(s)..

<sup>9</sup> Pers. Comm. Dr. Ethan Green, director, Colorado Avalanche Information Center.  
A Mears, October 13, 2016

**Conclusions**

The mitigation options have been listed, as stated earlier, in descending order of greatest risk reduction. We recommend the Town of Crested Butte consider the options in terms of the public tolerance for risk, the Town's responsibilities, costs, and other factors.

Sincerely,

A handwritten signature in blue ink that reads "Arthur I. Mears". The signature is written in a cursive style.

Arthur I. Mears, P.E.



## Staff Report

February 6, 2017

**To: Mayor and Town Council**

**Thru: Dara MacDonald, Town Manager**

**From: Molly Minneman, Design Review and Historic Preservation Coordinator**

**Subject:** Ordinance No. 2, Series 2017, Amending Chapter 18, Article 8 of the Town of Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances

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### SUMMARY

The Board of Zoning and Architectural Review (BOZAR) made a recommendation to the Town Council in support of changes to a portion of the Sign Code at the November 30, 2016 BOZAR meeting. The code change affects Section 16-8-40 (c) and (d) adding provisions for additional 'projecting signs' under certain circumstances in the business and commercial districts.

### BACKGROUND

The Building Department received a sign application by a business owner in the Grubstake building located at 229 Elk Avenue who requested a second projecting on the building. The sign code provides for one projecting sign on a building, but not two signs. The sign permit was reviewed by the BOZAR Chair and Building Inspector, and was not approved. The applicant appealed the Building Inspector's decision to the BOZAR. The BOZAR considered the matter and upheld the staff decision based upon the language in the sign code that does not allow two projecting signs on the building. The BOZAR then said they were interested in studying the signage in the business district for the purpose of increasing the opportunity for additional projecting signs.

### DISCUSSION

The code generally provides for one projecting sign per building. Signs often project over the sidewalk or a public way, on a bracket. The BOZAR studied the variety of business signage

and their locations along the Elk Avenue streetscape. They determined that additional projecting signs could create a visual clutter. The Board advised a method to maintain visual cohesion for additional signage under the following conditions:

- Placement of signs should be placed immediately above the doorway, or adjacent to a door or stair case entrance that services the business to which it refers.
- Only one projecting sign per business.
- Ensure that fifteen (15) or more feet exist between another projecting sign on the same property.
- Ensure that any new projecting sign does not obscure that of an existing sign.

Attached are revisions to the code sections. The BOZAR referred the changes to the Council for consideration.

### RECOMMENDATION

Make a motion to set Ordinance No. 2, Series 2017 for a public hearing that changes a portion of the Structural Characteristics of the Sign Code in Section 16-8-40 (c) and (d) and provide the opportunity for additional projecting signage in the business and commercial districts.

**ORDINANCE NO. 2**

**SERIES 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 18, ARTICLE 8 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE ALLOWANCES FOR ADDITIONAL SIGNAGE IN THE BUSINESS AND COMMERCIAL ZONE DISTRICTS UNDER CERTAIN CIRCUMSTANCES**

WHEREAS, the Town of Crested Butte, Colorado (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;

WHEREAS, the Crested Butte Municipal Code (the “**Code**”) contains regulations relative to the placement of signage;

WHEREAS, such sign regulations limit the placement of projecting signs to one such projecting sign location per building;

WHEREAS, the Crested Butte Board of Zoning and Architectural Review (the “**Board**”), upon recommendation from Town staff, and after studying the issue, found at its November 30, 2016 meeting that more than one projecting sign should be permitted on buildings where certain conditions are satisfied;

WHEREAS, having considered the Board’s findings that more than one projecting sign should be permitted on buildings where certain conditions are satisfied, the Town Council finds that the below amendments to the Code will better serve the Town, property owners and business patrons by allowing more than one projecting sign per building where certain conditions are satisfied; and

WHEREAS, the Town Council finds that amending the Code as set forth below, for the reasons stated above, is in the best interest of the health, safety and general welfare of the residents and visitors of Crested Butte.

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

**Section 1. Amending Section 16-18-40.** Subsections (c) and (d) of Section 16-18-40 of the Code are hereby deleted in their entirety and replaced with the following new Subsection (c) which shall read as follows, with the following Subsection in the Code renumbered accordingly:

“(c) Projecting signs shall be permitted provided that the following conditions are satisfied:

- (1) Projecting signs are placed immediately above or adjacent to a door or staircase entrance that services the business to which it refers.
- (2) Only one projecting sign location is permitted per business.
- (3) No other projecting sign location is permitted within fifteen (15) feet or another projecting sign location on the same property.
- (4) No projecting sign shall obscure the visibility of another projecting sign.

The top of all projecting signs, in the case of directory signs, shall not be higher than the ridge line or parapet wall of the building to which it is attached but in any event no higher than twelve (12) feet above grade. The bottom of all projecting signs shall be a minimum of eight (8) feet above grade when located adjacent to or projecting over a pedestrian way. Projecting signs shall not extend more than four (4) feet from a building wall or the plane of a building wall. No sign shall project into any portion of a street or alley used for vehicular traffic, nor shall any overhead sign project from any building beyond the dividing line of a sidewalk and vehicular portion of a street. Projecting signs may contain the same information on both sides, and both sides shall be counted against allowable square footage calculations.”

**Section 2. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 3. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

**From:** [Glenn Michel](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Fwd: Facebook post?  
**Date:** Thursday, February 02, 2017 1:49:09 PM  
**Attachments:** [OPEN LETTER JAN 17.docx](#)  
[ATT00001.htm](#)

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Lynelle,

Can this still be submitted to the public record and make it in the packet?

Glenn

Sent from my iPhone

Begin forwarded message:

**From:** Sumaya Abu-Haidar <[sabuhaidar1@gmail.com](mailto:sabuhaidar1@gmail.com)>  
**Date:** February 2, 2017 at 11:47:00 AM MST  
**To:** Glenn Michel <[GlennMichel@crestedbutte-co.gov](mailto:GlennMichel@crestedbutte-co.gov)>  
**Subject: Re: Facebook post?**

Hello again Glenn

I have attached a copy of my facebook post from earlier this week. Please feel free to share it with the council or to read it at the meeting, as you see fit.

Best,  
Sumaya

On Tue, Jan 31, 2017 at 8:06 PM, Glenn Michel <[GlennMichel@crestedbutte-co.gov](mailto:GlennMichel@crestedbutte-co.gov)> wrote:

Good evening Sumaya,

I read with great interest your very well written Facebook post about immigration. It clearly said what so many of us can't express in words.

I might be introducing at Monday's meeting a proclamation that the town of Crested Butte becomes a "Sanctuary Town". It would mostly be a symbolic proclamation but I feel it would provide solace in a time of such uncertainty for many. We have in the Gunnison valley so many people from all over the globe that contribute to make our place great. We also have many visitors who come to share with us their free time and contribute to our economy. I also know that as a leader that by saying nothing I am condoning actions that I do not personally support. Most in our community will support and embrace such a proclamation.

Would you mind sending your Facebook post to the town council to be included in the public record? Or can I introduce it? As you know these types of public comments are very valuable to the public record and provide the nexus for your elected officials actions.

Also, if you haven't had the chance to meet our new town manager, Dara MacDonald, you should meet her! I know both of you would hit it off right away! I have told her about you and your helping me when I needed guidance during the town manager search. ( I also told her that you are just great person to get to know as well!)

Cheers,

Glenn Michel!

Sent from my iPad

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Sumaya Abuhaidar  
303-956-5740

An open letter to those detained at US airports this week and their families:

I am a Lebanese American woman with an American husband and two teenage boys. I came to the United States as a child, fleeing the civil war in Lebanon. The United States has been a welcoming country where I found opportunity, security, and peace. I am certainly not alone in my gratitude for all the opportunities that come with immigrating to this country. Which is why it is so jarring to see what is happening to Iranian and Arab immigrants coming into the US this week. I never thought a day would come when I would see this great country treat immigrants as you have been treated these past few days. Like many Americans, my heart aches and I have shed many tears thinking of all you are going through.

Some of you have waited for years to reunite with loved ones in the US, coming within sight of them only to be whisked away by immigration officers. Some of you have served US troops fearlessly and faithfully in Iraq, putting your lives and your families' lives on the line to help this country, only to be told at the eleventh hour that you are not welcome here and your service is unappreciated. Some of you are already in the US, waiting for loved ones to arrive after years of separation and worried beyond measure, not knowing where they are held or when and how they will be released. Some of you are students, were traveling for business, or simply visiting family in the Middle East and were caught in an arbitrary and absurd net thrown by a thoughtless and hardhearted US president. Some of you were pulled off of flights and told you are not welcome into or back into the US, hand-picked for an insulting and shameful removal from a flight based simply on the country of your origin. Some of you flew back into the US mere hours before President Trump's executive order, not believing how close you came to having your life arbitrarily torn apart.

No matter which experience is yours, please know you are not alone. We are all immigrants and children and grand-children of immigrants. We love as you do, we strive as you do, we seek peace as you do, we seek opportunity as you do, we hurt and suffer as you do. We could so easily be in your shoes and we feel acutely the pain and betrayal of what has been inflicted on you. Our hearts ache for what you are going through.

We will not stand by while you suffer. We will stand up for what is right. We will resist what is unjust. You have millions at your back who have not lost their moral compass, who welcome you here with open arms and see your humanity and dignity. We can only hope that those millions will rise up in a veritable tidal wave of resistance. I will be one of them.

Take courage.

Dear Mr. Mayor,

I am writing to you to suggest a good idea. I think that people should pick up their own trash or no littering. I have some reasons why we should:

First, if we didn't litter then we wouldn't hurt the environment. This would be good for the planet because it wouldn't destroy the ground or plants, which are both important. Next, tourists would think that our town is clean. If people knew that we kept good care of our town more visitors would come, and then the town could make more money. Third, it would make our town look clean. This would make it easier to live in Crested Butte, because it is easier to live in a town when it's clean.

I have three ideas to help keep the town clean. First, we could have signs that point out the trash cans. Second, we could have more trash cans. Third, we could have people that pick up litter to help keep the town clean.

I hope you consider my idea of no littering. Thank you for taking the time to read my letter.

Sincerely,

Siri Morrison



# NO Littering!

Dear Mr. Mayor,

Please can you help the town by hanging up signs that say "NO Littering!"

First, animals can get sick from litter and sometimes die. Second, you can get more trash cans if you need to because sometimes there is no trash can, and instead they throw it on the ground. Three, it smells bad when trash is just sitting there! That's yucky!

Please try to make this happen! The town would be a better place!

your litter free friend,  
Bryce Haskell

January 31, 2017

Dear Mayor Michel, Council Members and Manager MacDonald,

I have served as one of the Town's Representatives on the Gunnison Valley Regional Housing Authority Board for three years. This has been an honor and a pleasure for me.

I am proud of the Housing Authority's achievements during this time, culminating with the completion of Anthracite Place and the documentation of our county-wide housing challenges in a new Housing Needs Assessment. It warms my heart to know that 30 households have new, efficient and secure housing and to know that we have the data we need to continue to expand local housing opportunities valley-wide.

However, with my 70<sup>th</sup> birthday coming up in 2017, and with many weeks of international and national adventures already planned, I realize that I cannot fulfill my responsibilities to the Housing Authority after March.

Therefore, I ask that you appoint another Town Representative to serve on the Board alongside Jim Schmidt. The Board is currently engaged in finding a new Executive Director to replace Karl Fullmer as well as starting to work on a formal strategic plan. I am willing to stay on the Board until April 1 in order to contribute my experience and knowledge to these efforts. Please appoint a new representative who can attend the April 12 meeting.

Thank you for the opportunity to serve the Town and its citizens as a member of this Board.

Gratefully,

Margot Levy

**February 21, 2017****Work Session**

Affordable Housing Projects

**Consent Agenda**

Letter of Intent for Space to Create

**New Business**

Parking Ordinance

Resolution on Kapushion DIA

**March 6, 2017****Work Session**

Big Mine Expansion

**Consent Agenda**

Approval of DOLA Grant

**March 20, 2017****Work Session**

Creative District Public Art

**April 17, 2017****Work Session**

Vinotok

**Future Work Session Items:**

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