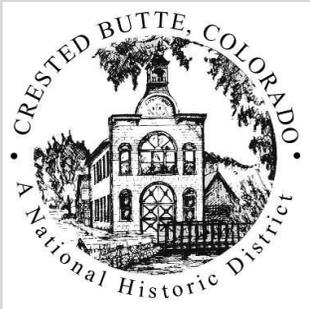


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, March 2, 2020**  
**Council Chambers, Crested Butte Town Hall**



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

**Town Council Values**

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

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

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

**6:00 WORK SESSION**

1) Update on the North Village Project from Carlos Velado.

**6:20** 2) Annual Update from Jennifer Kermode, Executive Director, of the Gunnison Valley Regional Housing Authority.

**6:45** 3) Update on the Community Compass Process.

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

**7:02 APPROVAL OF AGENDA**

**7:04 CONSENT AGENDA**

1) February 18, 2020 Regular Town Council Meeting Minutes.

2) ACB (Artists of Crested Butte) Art Market Closing the Zero Block of Elk Avenue on Sundays Beginning June 14<sup>th</sup>, 2020, Except for Sunday, August 2<sup>nd</sup>, 2020 (Arts Festival), Through September 20<sup>th</sup>, 2020.

3) Open Space Budget Amendment Request for \$4,000 for the Slate River Trailhead Master Planning Project.

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

**7:06 PUBLIC COMMENT**

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

**7:15 STAFF UPDATES**

**7:25 NEW BUSINESS**

1) Resolution No. 5, Series 2020 - A Resolution of the Crested Butte Town Council Approving the Updated and Restated Intergovernmental Agreement by and Between Board of County Commissioners of Gunnison, The Board of County Commissioners of Hinsdale County, The City of Gunnison, Town of Crested Butte, Town of Mt. Crested Butte, Gunnison County Fire Protection District, Crested Butte Fire Protection District, Town of Pitkin, Board of County Commissioners of Saguache County, Lake City Fire Protection District, and Gunnison Valley Health Board of Trustees (Together "The Parties").

**7:35** 2) Resolution No. 6, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing the Gunnison/Hinsdale Combined Emergency Telephone Service Authority to Increase the Emergency 911 Telephone Service Surcharge.

**7:45** 3) Ordinance No. 3, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 504 Maroon Avenue to the Gunnison County Library District.

**7:55** 4) Ordinance No. 5, Series 2020 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described As Lot 1, Block 80, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Student Organization Achieving Results for the Sale Price of \$10.00.

**8:05 LEGAL MATTERS**

**8:10 COUNCIL REPORTS AND COMMITTEE UPDATES**

**8:25 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**8:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, March 9, 2020 - 6:00PM Work Session to Discuss Funding Mechanisms for Affordable Housing and Climate Action
- Monday, March 16, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 6, 2020 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 20, 2020 - 6:00PM Work Session - 7:00PM Regular Council

**8:40 EXECUTIVE SESSION**

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

**9:15 ADJOURNMENT**

## North Village Development Open House

February 11, 2020

7:00pm – 8:30pm

On February 11, 2020, an informational open house about the North Village Development was held at the Mt. Crested Butte Town Hall. The session ran for an hour and a half from 7-8:30pm. The sessions speakers included the mayor of Mt. Crested Butte, Janet Farmer, the architect and Alvarez's representative, Jennifer Bartvitski, town of Mt. Crested Butte's planner, Carlos Velado, RMBL executive director, Ian Billick and the general contractor/project manager, Crockett Farnell. In attendance were approximately 50 people, of which 33 people registered, 17 of whom were from the town of Mt. Crested Butte.

The purpose of the open house was to provide information to educate the public about the North Village Development, and the Memorandum of Understanding (MOU) that the Town of Mt. Crested Butte, Rocky Mountain Biological Laboratory and North Village Associates LLC have all jointly executed. Under the MOU all parties have agreed to allow for a 4-month due diligence period to investigate and understand the potential benefits that each party receives from jointly developing the North Village and Common Area F parcels which cover a total of 150 acres.

The open house is the first in a series of three within the 4-month MOU period. At this time, they are specifically designed to understand how involved the town of Mt. Crested Butte is willing to be in the development as a whole and the different opportunities and amenities that the town may gain from the project.

For the first 30 or so minutes of the session, the speakers talked to the public about the project and the opportunity that it provides for all the stakeholders involved. The agenda for the open house was as follows:

### Agenda

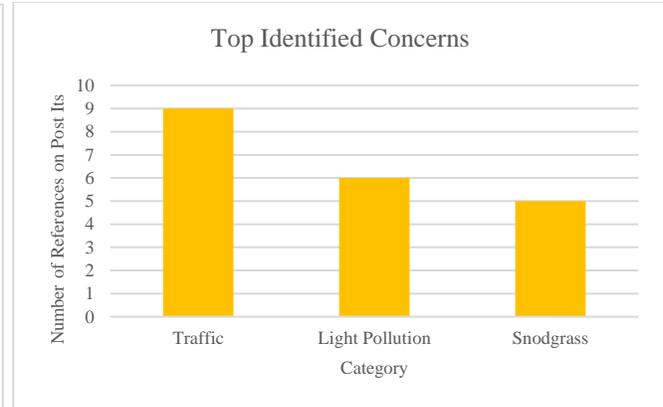
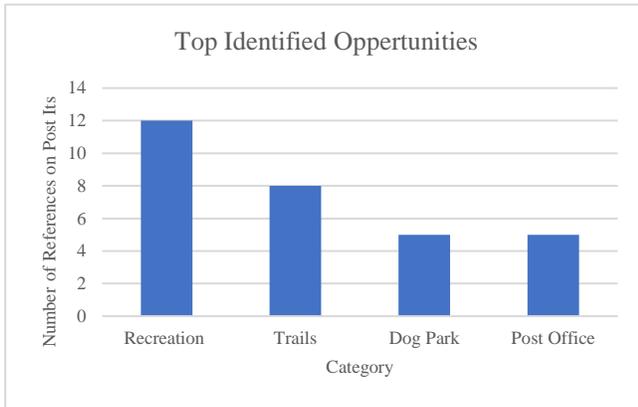
1. Welcome (Janet Farmer)
  - a. Overview of the Team
  - b. This opportunity
  - c. Process including end goal
2. Introduction (Jennifer Barvitski)
  - a. Agenda and Objectives: Educate and establish shared understanding
  - b. Ground Rules
    - i. This is an informational presentation
    - ii. Welcome questions and discussion in an informal setting around the display boards following the presentation
    - iii. Encourage the completion of feedback sheets
3. Property Background and Objectives (Carlos Velado)
  - a. Overview/Context
  - b. Previous Entitlements
4. Alvarez Family Vision (Jennifer Barvitski)
5. RMBL Vision (Ian Billick)
6. Public Private Partnership Explanation (Crockett Farnell)

- a. Community Parcel
- b. Community Benefits
- 7. MOU Process and Purpose
- 8. Next Steps
  - a. How input will be utilized in the plan creation process
  - b. Invite attendees to walk around and review maps and visit the comment boards. Post comments on boards and ask questions
  - c. Encourage answering feedback sheets
  - d. Handout FAQ and feedback sheets
  - e. Future Open Houses: March and April: more in depth topics to come and feedback needed
- 9. Informal Open House
  - a. Attendees invited to review the exhibits and indicate their ideas or express hesitations to facilitators
  - b. Attendees given feedback sheet

### Summary

During the informal open house, the public was invited to post comments on the boards showing the parcel maps as well as four sheets spread across the room, two titled “Opportunities” and the other two “Concerns.” In total there were 97 sticky notes placed on the four boards (none on the maps). 48 post it notes were under “Opportunities” while 49 were posted under “Concerns.” Some sticky notes included multiple bullet point topics, and, therefore, for the purpose of this summary, have been separated as determined by the category they fall under (See Appendix for full list of comments and designated categories).

The top categories for both “Opportunities” and “Concerns” were determined by five or more comments on post its related to the category. The main “Opportunities” identified were Recreation, Trails, Dog Park and Post Office. Recreation opportunities included ice skating, swimming, bike paths, frisbee golf course, soccer fields, and a summer luge run, among others. The topic of Trails covered everything from Nordic trails, to trail access and connectivity. Dog park and post office were identified as such. The top categories under “Concerns” included Traffic, Light Pollution and things relating to Snodgrass. Traffic is a “huge concern” on Gothic because it is “always too busy.” The light pollution category included light in general as well as concerns such as “headlight wash on residences from cars leaving.” Finally, concerns in relation to Snodgrass range from the “trail road width,” to “trail access” and “impact of residential use on Snodgrass.”



## Appendix

### 1) Post it Comments - Opportunities

#### Opportunities

Category	Comment on Post it
Affordable	Tiny homes for affordable housing
Affordable	Affordable office space for local non-profits
Chairlift	Lift to base of Prospect/Gold link
Community	Community Room
Community	Social center for Mt. CB and larger community
Community	Community/ town hall meeting space
Community	Community rec center
Development	Middle-class housing opportunities
Development	RMBL offices + housing
Development	Visitor Center
Development	New Town Hall
Dog Park	Dog Park
Education	Education, research, service center
Food	Pavilion/picnic area
Infrastructure	Restrooms
Infrastructure	Cell phone tower added
Infrastructure	WIFI infrastructure build in
Infrastructure	Cluster development closer to the road - less infrastructure, less impact on land
Local	Local Community
Local	Discounts for CB locals?
Local	If there is going to be a central commercial district, design part of it to serve locals, not just visitors
Park	Park

Park	Common area F was designated by public in 2001 annexation as park, should remain a park
Parking	Hotels underground parking
Post Office	Post Office
Post Office	Post Office
Post Office	Post Office
Post Office	Mt. CB Post Office
Post Office	Post Office Local
Recreation	Ice Skating
Recreation	Swimming
Recreation	1-2 Multi-use fields (soccer and lax) turf or grass
Recreation	Summer luge run
Recreation	Bike paths
Recreation	Pond skating
Recreation	Frisbee golf course
Recreation	Sledding hill
Recreation	Ice Skating
Recreation	Soccer fields
Recreation	Recreation infrastructure
Recreation	Zipline from Gold link to Village Center
Reservoir	Reservoir, sup, fishing
Reservoir	Who is going to pay for the reservoir
Reservoir	Reservoir
Reservoir	Get the reservoir, we need it for the future
Store	Grocery Store
Store	Convince store
Store	Grocery Store
Store	Coffee shop
Sustainability	"Green Infrastructure" "Energy Efficient"
Trails	Multiuse trails
Trails	Trails
Trails	More public trails
Trails	Nordic Trails
Trails	Good Trails
Trails	Nordic ski trails
Trails	Trail connectivity
Trails	Trail access
Transportation	Transit Center
Transportation	Less cars/ users - riders off the road
Variety	Various styles of homes
Variety	Mix employee housing throughout the parcel. No "poverty gulch"

Walkability	Walkability
Workforce housing	Workforce housing
Workforce housing	Pocket neighborhood of local work force housing
Workforce housing	Interspace workforce housing throughout so as to create community feel, leave as much open space as possible

---

## 2) Post it Comments – Concerns

### Concerns

<i>Category</i>	<i>Comment on Post it</i>
2nd homeowner	It would be great to find a way to not be another "community" of vacant 2nd homes with a couple of work force housing pockets
2nd homeowner	That these could be multi-million-dollar homes that are only lived in a couple months out of the year
Conservation	Conservation
Conservation	Preserve some wildflower meadows
Conservation	Wildlife impacts - safety
Emergency	Emergency vehicle access
Geologic	Geologic stability on upper slopes
Gondola	Gondola visibility and location
Hotel	Please no high-rise hotels!
Housing	Need seasonal housing only - RMBL and CBMR ect. pay for themselves
Infrastructure	Infrastructure costs - start small then expand
Light Pollution	Light Pollution
Light Pollution	Light Pollution
Light Pollution	Lights
Light Pollution	Lights
Light Pollution	Headlight wash on residences from cars leaving
Light Pollution	Light Pollution
Noise	Noise
Noise	Noise
Open Space	Leave open space open - last easily accessible for locals
Pollution	Fireplace smoke
Public Parking	Concerned about losing community access to Snodgrass due to lack of public parking
Public Parking	Snodgrass access parking
Reservoir	I don't see a need for a reservoir, wetlands best left intact
Snodgrass	How can we maintain the serenity of Snodgrass?
Snodgrass	Access to Snodgrass - road improvements needed on Gothic
Snodgrass	Impact of residential uses on Snodgrass mountain
Snodgrass	Snodgrass trail road width
Snodgrass	Maintain Snodgrass trail access
Snow Storage	Adequate snow storage
Snow Storage	Snow storage

Sustainability	Is energy efficiency goal for this development?
Sustainability	Make all buildings state-of-the-art sustainable - recycled materials and solar
Sustainability	Roads and buildings located for solar
Tax	No tax increase for locals
Town Center	Mountaineer square has already been designed as town center
Traffic	Traffic on Gothic Road
Traffic	Huge concern - Traffic on Gothic road
Traffic	Only one road in and out of CB - Traffic!
Traffic	Traffic
Traffic	Traffic on Gothic - NOISE! No late events
Traffic	Gothic road is always too busy
Traffic	Traffic
Traffic	Traffic
Traffic	Traffic on Gothic Road
Transportation	Is there an adequate transportation plan so we don't make another driver-based community?
Transportation	Bus Service
Transportation	Bus Service, public transportation
Variety of Development	Don't use the same architect throughout! Variety!
Water and Sanitation	Water! Mt. CB only has junior water rights to east river. We are in conservation more every year
Water and Sanitation	Don't want my water bill to go up
Water and Sanitation	Water and Sewer
Water and Sanitation	Development pays its way - i.e. - no increase in our water and san rates

### 3) Where attending people were from:

CB	CB South	Gunnison	Mt. CB	Skyland	Town of CB	Van	Not Specified
3	3	3	17	1	2	1	2

Draft Summary of Council Priorities  
Discussion of Feb. 18, 2020

General Design Priorities

1. Community core
2. Mass transit and walkability, recognizing that vehicular access will continue to be important for access. Council seemed to collectively agree that there would need to be a balance struck between motivating public transit use and the reality of the need for provision of some level of parking. They did not seem comfortable with an all or nothing approach so we requested that they provide guidance as to where we need to draw that line.

Priorities (not a ranking)

1. **Community Housing:** a top priority.
2. **Reservoir:** resolving the reservoir is a priority, though the council has not established a preference.
3. **Snodgrass trailhead/access to trails:** this included a range of related issues, including figuring out how many parking spaces, how mass transit will fit in, restrooms, bus access.
4. **Community spaces:** this included opportunities to promote public gatherings, like the CB South space. While it was recognized that commercial spaces will be the primary function of the developer, there is interest in spaces that support the community, such as coffee shops, places to eat, or a pack and ship company. There was a question about how much revenue is lost because of not having an 81225 delivery location for packages, and whether that could be solved a different way.
5. **Municipal/public spaces:** the town would like to consider whether it wants to set aside some land for a future town hall, with police station and community development needs in mind.
6. **Park space:** there was discussion of a ball field, dog park, soccer/lacrosse field. The Council would like to have some options framed.
7. **Trails:** There is interest in a trail system integrated with a larger trail network, though how much of that will be driven by the developer versus the Town's desire for a more mature network is yet to be resolved.
8. **Walkability of streetscape** – some comments about having to walk in the roads in areas of Mt CB.

**North Village Development**

**Frequently Asked Questions for Mt. CB Campus Expansion**

Updated ~~9 February-8,~~ 2020  
~~ICB edits~~

**Introduction**

The Town of Mt. Crested Butte, Rocky Mountain Biological Laboratory and North Village Associates LLC have jointly executed a Memorandum of Understanding (MOU) under which the parties have agreed to enter into a 4 month due diligence period to investigate the potential benefits of jointly developing the North Village and Common Area F parcels. During this time period the parties will work collaboratively in an effort to determine a vision for the property that will best serve the community's needs and provide for long term beneficial growth for the Town of Mt. Crested Butte, expanded facility capacity for RMBL and a high quality development for North Village Associates. To this end we are encouraging public participation and input from the very inception of the process ~~in an effort to~~ better understand the needs, priorities and potential concerns of the citizenry. The ~~ultimate~~ goal is a project that is physically attractive, financially feasible and a ~~true~~ benefit to the community.

Formatted: Not Highlight  
Formatted: Justified

**The Site and Previous Plans**

**How big is the site?** The North Village Parcel is approximately 150 acres and is contiguous to the Town owned 17 acre parcel referred to as Common Area F (current tent camping site).

Formatted: Not Highlight  
Formatted: Justified

**Where exactly is the property?** See attached parcel map. The property ~~basically~~ encompasses the property to the west and south of Gothic Road from just north of Town Hall to the pre-sediment pond at the Snodgrass Trailhead and west to the boundary with the Allen Ranch property on the flank of Snodgrass Mountain.

Formatted: Not Highlight

**What has been approved for the property?** In 1985 under CBMR's ownership the Town of Mt. Crested Butte originally granted approval for 3,000 housing units as well as commercial development through a PUD (planned ~~unit~~urban development). In 2002 the approval was amended to reduce the total number of approved units to 1,800. Quite a bit of mitigation, in the form of transfer of Common Area F (the Town's 17 acres), ~~cash, and other items and other financial consideration and was previously~~ were provided to offset the impacts of the ~~original proposed density of 1800 unit~~ development.

Formatted: Not Highlight  
Formatted: Not Highlight

**The New Plan**

**What are the goals of the new owners?** They wish to maintain the amazing views, utilize beautiful and coherent architecture, provide meaningful community spaces, and substantially reduce the planned density.

Formatted: Justified

**How many free market homes would the current owner like to add?** While the owners would like to significantly reduce density from the approved 1800 units a proposed density has not been established. It will depend in part on the feedback received from the public.

**Would the project include commercial space?** Potentially. The Town of Mt. CB has indicated that they prefer that any commercial space create a synergy, rather than compete, with the existing base area.

**What will you be building on the site/what are the proposed uses?** The purpose of the Open House meetings during the MOU period is to understand and prioritize uses for the entire parcel.

**Why aren't you presenting a site map at this point in time?** Until we understand whether the Town of Mt. CB will be a partner, and if so, what their priorities are, it is premature to design the site.

**Will there be a site plan for public review and an opportunity for feedback?** Yes, after completion of the 4 month MOU we will begin the process of actual site layout and design. There will be several opportunities for public input throughout the plan development phase as well as the formal PUD application process.

Formatted: Not Highlight

**Skiing**

**Will the project include lift served skiing on Snodgrass Mountain?** CBMR has some easements for ski infrastructure on the North Village parcel, which will not be affected by this project. The North Village project will make no assumptions about developed skiing on Snodgrass, and will neither promote nor obstruct of CBMR's plans.

Formatted: Justified

**Will there be skier connection to the Goldlink area?** This has not been determined.

Formatted: Not Highlight

Formatted: Font: Bold, Italic

**Will CBMR be able to continue grooming Snodgrass for non-lift-served winter skiing?** CBMR has an easement that provides access, which will not be affected by this project.

Formatted: Font: Bold, Italic

Formatted: Font: Bold, Italic

**Will there be a reservoir constructed on the site?** Vail Resorts has an easement on parts of North Village and the Town's 17 acres to construct a reservoir, including on the Town's 17 acres for the purposes of snowmaking. The feasibility and desirability of the implementation is currently under discussion.

Formatted: Font: Not Bold, Not Italic

Formatted: Font: Bold, Italic

**Town Partnership and Public Amenities**

**Why is the Town of Mt. CB considering partnering on the project?** All parties to the MOU wish to maximize public benefit by taking advantage of economies of scale and realizing a reduced overall density for the ultimate buildout of the site. By partnering with the development team and RMBL, Town and its citizens will have greater influence over the design and utilization of the parcels involved. The Owner has offered transparency to the Town, including the ability to review the financial plan, so that the Town can be a full partner.

Formatted: Justified

**How many housing workforce housing units will be provided on site?** All code required housing units associated with North Village buildings will be provided on site. The exact number will be determined once the project program is finalized. As a potential partner in the project, the Town of Mt. CB has the opportunity to include additional workforce housing beyond what will be required of the project.

Formatted: Font: Bold, Italic

Formatted: Font: Not Bold, Not Italic

**How will this project affect access to the Snodgrass Trail?** There is a legal easement for the trail which will not be removed. Summer access won't change on existing trails.

Formatted: Font: Bold, Italic

Formatted: Not Highlight

Formatted: Not Highlight

**Will dogs and horses be allowed on trails?** Access will not change.

**How will this project affect public parking for Snodgrass Trail?** Public parking at the trailhead has been by permission of the landowner. The location and amount of public parking is a critical issue. We are soliciting public comment on how to approach this. The intention is to provide a significantly better integrated trail access experience for the community and North Village.

Formatted: Not Highlight

**How does mass transit fit in?** The Town of Mt. CB will have to decide whether and how they wish to prioritize mass transit.

Formatted: Font: Bold, Italic

Formatted: Font: Not Bold, Not Italic

**Will this change bus access to the Snodgrass Trailhead?** The project will be designed to accommodate buses. Mountain Express will make decisions about what level of service will be provided.

Formatted: Font: Bold, Italic

Formatted: Font: Bold, Italic

**What public amenities will be available on site?** The team will determine the highest and best possible usages based on public input and financial feasibility. Amenities that have been discussed include additional trails, workforce housing, a ballfield, a dog park, a reservoir, a gondola, public parking, and open space. We expect the public to generate additional suggestions. The project team is soliciting feedback from CB Nordic and CB Mtn Bike Association about trails.

**What will happen to the Town's 17 acres?** As the owner, and with public input, the Town of Mt. CB will decide. The property was given to the Town by CBMR as open space to mitigate the impacts of an 1800 unit development. CBMR has the right to use some of the property for their reservoir. If the Town decides it wants to develop amenities but they are best placed elsewhere on the property, the Owner is open to considering redrawing boundaries.

**Doesn't the Owner have to provide amenities and mitigation of the development?** Yes! However, a substantial number of amenities have already been provided, including but not limited to the Town's 17 acres and payment for a field, assuming an 1800 unit development. Given the mitigation that has already happened, the planned reduction in density, and the size of the parcel, there are opportunities for many more public amenities than would be required of the development.

**How will the town pay for its amenities?** There are a wide range of funding sources, including the Department of Local Affairs, the Department of Transportation, and Great Outdoors Colorado, that are available for funding elements of the project. Part of what the Town of Mt. CB will be doing in the next four months is determining whether there are reasonable funding sources to pay to build and maintain them. The Mt. CB voters recently approved a Short Term Rental tax for workforce housing, which could be used to develop workforce housing on this site.

Formatted: Not Highlight

Formatted: Not Highlight

**What happens if the town prioritizes an amenity but can't raise the money for it?** The parcel does not have to be developed all at once. For example, if the Town prioritizes creation of a ballfield, as long as the site incorporates that field into the plan, the Town can move forward with its creation whenever it is ready, even decades later.

**The Process and Timeline**

**What is the process and timeframe?** The Town of Mt. CB will be soliciting feedback on the public's priorities into May. At that time they will decide/assess whether they wish to continue the partnership, including whether there are possible funding sources for the potential additional amenities. If they decide

Formatted: Justified

to move ahead, they will enter into a pre-development agreement with the owner and RMBL. The next step will involve approximately six months to develop a site plan and a PUD application, with public input. Once the application is ready, the owner and RMBL will submit it to the Town as part of the regulatory approval process.

**What is the PUD Process?** The Town of Mt CB is requiring a new PUD application for the project. This process will require public meeting before the Planning Commission and the Town Council. There will be a minimum of 4 public hearings as part of the process. The Town does not anticipate application until fall of 2020.

Formatted: Justified  
Formatted: Font color: Auto, Not Highlight

**When will construction start?** There is currently no set timeline for construction. Construction can only happen after Town approval of the PUD.

**How can Mt. CB partner in a project it has to approve?** Property owned by the Town of Mt. CB is not exempt from the Town's zoning process. If the Town decides to move forward, it will have to establish a process that separates the owner and RMBL from the Town of Mt. CB during the regulatory approval process.

**What are the opportunities for public input?** There will be ~~two-three~~ informal stages for public input. We anticipate 2-3 public open houses to help the Town of Mt. CB decide whether to move forward with the partnership, and if so, what its priorities will be. Assuming the Town of Mt. CB moves forward, we anticipate another 2-3 open houses to get feedback on the site plan. Once an application has been submitted to the Town of Mt. CB there will be formal opportunities for public input consisting of a minimum of four public hearings with both the Planning Commission and the Town Council of Mt. CB. Typically the earlier input is provided, the easier it is to incorporate. The public will also be able to review materials and provide feedback.

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

**Site Considerations**

**Are there wetlands on the site?** Yes. These have been identified and will be protected or mitigated as required by ordinance.

Formatted: Justified  
Formatted: Font: Not Bold, Not Italic

**Will you address light pollution?** Yes. Mt. Crested Butte has requirements for exterior lighting. We will use full cut-off fixtures. Additionally, we will be sensitive to light pollution through windows, as well as the impact of light on properties below the buildings.

**How will the project impact the Snodgrass ridgeline?** One of the priorities of the owner is to maintain the views and minimize/avoid development on the ridgeline. We expect most or all of the development to be below the ridgeline.

**Will the pre-sediment pond be moved?** It is highly unlikely. The Mt. CB Water and Sanitation has an easement for the settling pond, and their system is designed for that location. For security reasons, a fence will need to remain around the pond.

Formatted: Not Highlight

**RMBL's Plans**

**What does RMBL intend to accomplish with the project?** We wish to create seasonal and permanent housing for RMBL employees, add year-round research and education space, and enhance public access to the outdoors while reducing impacts on Gothic.

Formatted: Justified

**How important will RMBL's project be nationally?** RMBL has become one of the leading research institutions supporting field science, with an annual federal investment in RMBL-related research of approximately \$10 million/year. This campus will be a big step forward for the nation's scientific infrastructure.

**Why will it be important?** Biology will transform our lives in the next fifty years, much as the last 50 years brought us electronics, computers, the internet, and iphones. Considerable progress in biology is driven by "model" systems, animals or plants, the large teams of scientists working on similar systems. At RMBL, we are creating fundamental insights by extending that approach to an entire ecosystem. From food, to water, to the air we breathe, the environment is critical to the quality of our lives. RMBL is where many foundational discoveries occur. The Mt. CB campus will allow us a year-round campus and serve as a foundation for bringing emerging technologies and big data to field science.

#### **Why is RMBL exploring a campus?**

Formatted: Centered

1. More students and scientists want to work at RMBL and we don't have enough space in Gothic. We would like to accommodate that demand in Mt. Crested Butte to reduce our impacts on the Gothic corridor.
2. We have a lot of scientists and support staff that reside in Crested Butte and Mt. Crested Butte in the summer. It is increasingly difficult for them to obtain offsite housing.
3. We would like to bank some land in case we need to provide housing for long-term employees in the future.
4. Most of our Gothic facilities are unused for most of the year. This location will allow us to support scientists and students year-round, and to provide facilities to the larger workforce community when not needed by RMBL.
5. The project is strategically located to support winter access to RMBL.
6. We would like to operate some of our summer programs in Mt. Crested Butte to reduce pressure on the Gothic corridor.

Formatted: Justified

**What does the project mean for the Gothic campus?** RMBL will continue to use the Gothic campus as it currently does.

**Will this change how RMBL supports K-12 education?** It will make it easier for us to support year-round programming which is currently difficult due to the lack of year-round usable facilities. We would like to include research space for K-12 education programs alongside scientists.

**What kind of spaces will there be for scientists?** We will develop year-round office and research space to host scientists.

**What do scientists do in their research space?** RMBL supports field scientists and they need indoor space for processing field samples. For example, they have balances, microscopes, and drying ovens. More RMBL scientists are also using equipment to do chemical analyses, such as understanding the fragrances plants use to attract insects, or to explore the different ways in which carbon is stored in soil. RMBL scientists also deploy sensors, such as tiny soil temperature probes or weather stations. The research space is a place where they can store and work on those sensors.

**How much space will be provided for science, education, and administration?** We are still analyzing this, but it will probably be between 5,000 and 10,000 square feet.

**Does RMBL currently have the funds to build a campus?** No. We have conducted a feasibility analysis of our fundraising capacity. When and if the Town of Mt. CB approves a PUD, then RMBL will determine whether it has the financial capacity to build.

#### **RMBL, Recreation, and Public Lands**

**Is RMBL pro-growth or anti-growth?** Neither. We love to see people get outside; it is why everyone comes to Crested Butte. Education is a core part of our mission and visitors give us a chance to reach more people. We are strong advocates for managing impacts, including providing effective signage, ensuring access to bathrooms, and encouraging respect for private property. Our scientists have been working on public lands since 1928 so we work hard to help research and recreation co-exist. As more people come, unfortunately management has to be more active to make it all work.

Formatted: Justified

**How does this project fit with land conservation?** RMBL has directly conserved, or partnered, in approximately 30 conservation projects valued at \$20+ million with a focus on the Gothic corridor. As most of the critical pieces in the Gothic corridor have been preserved, the community focus is turning to management. The location of the campus, which is in a municipality, is perfect to serve as a portal for public access to, and enjoyment of, public lands.

**How will RMBL enhance public recreation?** We will examine opportunities to improve public parking at the Snodgrass Trailhead and provide developed bathrooms and indoor interpretative space. We will also explore ways to support organizations which provide recreation services in the area.

**Will this change vehicular access to Gothic?** No.

**Will this change bus access to Gothic?** Mountain Express will decide whether there will be any changes to the service.

**What facilities will be provided for the public?** Depending upon availability of funding, we are interested in providing a visitor's center including interpretative space, bathrooms, a coffee shop, and lecture space.

#### **RMBL Housing**

**Who will control the seasonal workforce housing?** RMBL intends to create approximately 25 seasonal housing beds. We remain open to collaboration and different ownership/management structures.

Formatted: Justified

**Who will reside in summer housing?** We intend to fill the units with seasonal RMBL employees as well as seasonal employees of scientists.

**Who will use winter housing?** RMBL has only a limited demand for seasonal winter housing. We will make the housing available to seasonal employees from the larger community. Currently RMBL has no agreement with an employer that would restrict use of the housing to employees of a particular employer in winter. We are open to such partnerships.

**Will there be year-round housing in the first phase?** There may be a unit for a facilities person helping maintain the campus. We would also like to create 2-4 housing units for long-term RMBL employees, if it fits with the rest of the sight.

**How will people qualify for seasonal housing?** We are still figuring this out. One idea we are examining is employer certification; if an employer certifies an employee is working in the Valley, the employee will qualify.

**When will housing be available?** We don't know. The earliest units would be available would be 2022, though that would be a very aggressive schedule.

**How does the seasonal housing relate to obligations?** We do not know yet. When the Town approved 1800 housing units, CBMR accepted an obligation to provide 17 housing units. The current owners of the property accepted that obligation as part of the purchase of the property. What the future obligation will be if the density is reduced, and how seasonal beds will count towards that obligation, will be determined by the Mt. CB Town Council.

**How much will rent cost?** We don't know. However, our goal is to provide beds, cooking facilities, and utilities to the seasonal workforce at a cost that is reasonable based upon average seasonal wages.

**Are there examples of this type of project in other communities?** Yes. The Aspen Music Festival uses the Marolt Ranch for housing in summer, and the facility is available to the larger workforce community in winter. <https://www.apcha.org/176/Marolt-Ranch>.

**What will the units be like?** We are still designing them so we can't say for certain yet. We do know that to provide seasonal housing on an affordable space they will need to be small and we will need to be efficient in terms of bathrooms and cooking spaces. We are exploring efficient designs that involve sharing of bathrooms, living, and cooking areas, as well as efficiency apartments. Ideally there will be a mixture of different types of units.

**How big will the seasonal housing building be?** We currently estimate it will be between five and eight thousand square feet.

**Will pets be allowed in the housing?** We do not know yet. Dogs are not allowed in the Gothic Townsite because of research. RMBL is not exploring this location as a research site, so there are no research reasons to exclude pets. Once we figure out the design and management of the housing, we will consider the issue more carefully. Our preference is to allow pets if it is feasible.

# Gunnison Valley Regional Housing Authority

---

2019 ANNUAL REPORT

Prepared by Jennifer Kermode and staff  
GVRHA | 202 E. GEORGIA AVENUE



## **GVRHA MISSION AND VISION STATEMENTS**

As per the Board of Directors, Gunnison Valley Regional Housing Authority's **mission** is to:

*"... advocate, promote, plan and provide the long-term supply of desirable and affordable housing in Gunnison County to maintain a well-rounded community."*

This coincides with GVRHA's stated **vision** to:

*"...support the quality of life and economic vitality of the unique communities in the Gunnison Valley by increasing housing choices and opportunities for local residents."*

Recognizing that there are other public and private organizations with an advanced depth and capacity to fulfill the role of a developer, the GVRHA Board of Directors has made a purposeful decision to play a different role on any development team considering affordable housing development in the Valley. The GVRHA Executive Director and staff bring their expertise and experience in designing locals neighborhoods with respect to unit mix, targeted markets for tenure, AMIs, household types, crafting suitable deed restrictions, conducting buyer qualifications and lottery implementation, offering homebuyer education and other activities that serve to set new purchasers up for success long after their home is built. The GVRHA staff has previously participated in public, private and public/private deed-restricted housing ventures that created over 400 homes for locals.

## **GVRHA BOARD OF DIRECTORS**

The 2020 Board of Directors for the GVRHA include:

Roland Mason (President), Gunnison County - elected member

Jim Schmidt (Vice President), Town of Crested Butte - elected member

Chris Haver (Secretary), Town of Crested Butte - elected member

Matt Feier (Treasurer) CBMR an At-Large member

Carlos Velado, Town of Mt. Crested Butte - appointed member

Scott Cox, Gunnison County - appointed member

Mallory Logan, City of Gunnison - elected member

Shaun Matuszewicz, City of Gunnison - appointed member

Michael Bacani, Town of Mt. Crested Butte - elected member

## **GVRHA STAFF BIOGRAPHIES**

### **EXECUTIVE DIRECTOR – Jennifer Kermode**

Jennifer Kermode originally moved to the Gunnison Valley in May of 2017 to take the lead at the Gunnison Valley Regional Housing Authority. She left behind a strong, pro-active housing authority in Summit County, Colorado, where she was at the helm for nine years.

Jennifer has used her twelve years of affordable housing experience to grow rural and resort communities in Colorado by creating innovative programs to address unique housing challenges. Past achievements include regionalizing resources, obtaining a permanent funding source for housing efforts, developing unique community education programs and establishing a master lease program to address the impacts of short-term rentals.

Current achievements include assisting the Town of Crested Butte in building and selling 19 deed-restricted for-sale homes, entering into a partnership with a private developer for a 36-unit apartment campus in Gunnison serving low-income households, assisting the City of Gunnison in selection of a developer for 54 for-sale homes, and the Town of Mt. Crested Butte in building 22 for-sale homes deed-restricted to local workforce. Jennifer is also on the Board of Directors of the Colorado Mountain

Housing Coalition, which strives to empower the voice of small Western Slope housing agencies on policies and regulations at the State and federal level.

When Jennifer's not out enjoying all the rec opportunities the Gunnison Valley has to offer, she's busy serving as Secretary on the Board of Directors for the Gunnison County Chamber of Commerce and is actively engaged with the Rotary Club of Gunnison and serves as their Treasurer.

#### **HOUSING PROGRAM MANAGER – Shannon Frias**

Shannon Frias has lived in Gunnison for 37 years, attending Gunnison High School and Western Colorado University (formally known as Western State College). Shannon worked at the Gunnison County Housing Authority from 2002 to 2007. During this time, she managed the senior and disabled apartment building, Mountain View, managed the Section 8 voucher program, and the Mutual Self Help Build program. After 6 years away from the Housing Authority, Shannon returned in 2013. Since her return she manages Mountain View Apartments, the Housing Choice Voucher Program (formally Section 8) and does the bookkeeping and loan servicing for various programs at the Housing authority.

#### **HOUSING SPECIALIST & MANAGER – Chris Peterson**

Chris Peterson graduated from Western Colorado University in 2013 with a double major in Economics and Business Administration and a minor in Sociology. As a longtime manager, her career path has taken her through various industries, beginning with a General Manager position at a fast food restaurant and continuing through retail store management, law firm management and now housing management.

In 2019, Chris became a Certified Tax Credit Specialist for her work managing Anthracite Place Apartments in Crested Butte, Colorado. In addition to her certification, she received training in Fair Housing, continued training in some Low-Income Housing Tax Credit (LIHTC) projects and participated in many webinars/courses on mental health and property management. Chris was invited to speak at a state housing conference on suicide prevention as a property manager, but an unexpected, extended medical leave prevented her participation. In 2020 she looks forward to continuing to expand on LIHTC management, diving deeper into affordable housing management, and presenting at conferences.

Alongside her professional capacities, Chris has held many volunteer rolls in the community. Most prominently, in 2016 she began volunteering with the American Foundation for Suicide Prevention. Since that time, Chris has served as the Chair of the Gunnison Out of the Darkness Campus Walk for a total of

five Out of the Darkness Walks and continues in the role. Additionally, she is on the AFSP Colorado Chapter Board of Directors, the Suicide Prevention Coalition of Colorado Board of Directors, a member of Crested Butte State of Mind, and a member of the Gunnison Health and Wellness Coalition.

**PROGRAM ADMINISTRATOR – Loren Ahonen**

Loren Ahonen originally moved sight-unseen to Gunnison in January of 2007 to attend Western State Colorado University. Since then, he has earned two degrees from Western: a BA in Politics & Government/Environmental Studies in 2011 and a Master in Environmental Management – Sustainable and Resilient Communities in 2018.

Loren is the Program Administrator for the Gunnison Valley Home Energy Advancement Team (GV-HEAT). GV-HEAT focuses on promoting energy efficiency, affordability, and safety at the household level in Gunnison County. By connecting households to energy efficiency programs and resources, GV-HEAT helps improve housing equity by lowering cost, increasing quality of life, and improving health and safety for clients across the income spectrum. In addition to administering GV-HEAT, Loren also serves as adjunct faculty and stewards renewable energy initiatives at Western Colorado University. As an educator, he teaches ENV5 410 Environmental Ethics, a capstone course for Environment and Sustainability undergraduate students.

He has served numerous roles in Gunnison as a volunteer and professional working in the community and at the University. Currently he serves as a member of the South Advisory Committee for the Gunnison County Metropolitan Recreation District and founded an alumni association for Western cross country/track & field athletes called Supporters of the Big Red Machine. He has also been involved in Gunnison Valley Mentors.

## **GVRHA SUMMARY OF PROGRAMS**

To provide for the long-term supply of desirable and affordable housing in Gunnison County, GVRHA provides several crucial managerial roles and programs to constituent communities. These include:

### **Property Management**

- Anthracite Place Apartments
- Mountain View Apartments
- Stallion Park Condominiums
- Elk Valley Townhomes
- Gunnison Watershed School District rental homes

### **Program Administration**

- Housing Choice Voucher administration
- GV-HEAT
- Down Payment Assistance loans (2020)
- Property Rehab loans (2020)

### **Other GVRHA Services**

- Deed Restricted Sales and Monitoring
- Development Consulting
- Lottery Administration
- Loan Servicing

## **GVRHA FUNDING**

At year-end 2019 the GVRHA realized \$519,524 in revenues and \$490,258 in expenditures, with a net income of \$29,266. The Fund Balance at the end of the year was \$1,270,148 which includes the GVRHA loan to Anthracite Place Apartments of \$1,030,600.

49.95% of revenues came from the contributions of each member to the Authority; 18.30% came from property management fees; 24.30% was from GV-HEAT program contributions and donations and 7.17% came from other program administrative fees.

In November of 2018 the GVRHA put a referred measure on the ballot for a 1.5% property tax to fund affordable housing development and programs but the measure failed. The GVRHA Board does not contemplate putting another referred measure on the ballot in the near future.

## **GVRHA SUMMARY OF COMMUNITY ENGAGEMENT AND OUTREACH**

GVRHA serves as a functional resource to connect our communities with resources and opportunities to address affordable housing needs. With that in mind, the Executive Director sought to extend GVRHA's presence throughout the Gunnison Valley in 2019. This connection and engagement within the community is an outgrowth of the Executive Director's value of relationship-building in small communities and the opportunities brought forth. In 2019, the Executive Director engaged many opportunities, and fostered many connections. A summary of these connections and collaborations includes:

### *Local Organizational Involvement*

- One Valley Leadership Council participant (genesis from OVPP)
- Rotary Club of Gunnison member and Club Treasurer
- Gunnison County Chamber of Commerce Board member – Secretary
- Inclusion in Mayors and Managers monthly lunches
- Affiliate member of the Community Foundation of the Gunnison Valley
- Leadership Team member of the Gunnison County Community Health Coalition

### *Regional Organization Involvement*

- Colorado Mountain Housing Coalition Board member – Treasurer
- Housing Colorado member
- CO-NAHRO member (Colorado-National Association of Housing and Rehabilitation Officials)
- PHADA member (Public Housing Authorities Directors Association)
- Delta Housing Authority Loan Committee (for rehab loans including Gunnison households)

## *Local Project Engagement*

### Crested Butte

- Conducted three lotteries for deed-restricted home sales. These lotteries culminated in the sale and closing of 17 homes
- Prepared 15 buyers for purchase process – including contracts, amend/extends, informational meetings
- Conducted three separate Homebuyer Education classes to prepare lottery participants

### Mt. Crested Butte

- Drafted new Deed Restriction for Homestead neighborhood. This Deed Restriction applies to 22 new townhomes
- Worked with Homestead development consultant on lottery and sales process
- Drafted revised Housing Guidelines
- Participated in North Village Parcel F development team

### City of Gunnison

- Participated on Lazy K Neighborhood RFP selection team
  - Project totals 54 homes in phased development
- Participated in Lazy K Deed Restriction development team
- Member of Land Development Code Housing team
- Member of 2030 Comp Plan Housing team
- Partnered with Belmont Development for LIHTC GardenWalk project
  - Ground broken in October 2019 for 36 units
- Provided \$100,000 loan to GardenWalk project
- Obtained \$450,000 grant from CO-Division of Housing for GardenWalk
- Listed and sold one Rock Creek deed-restricted residence

### Gunnison County

- Established Stallion Park buyer qualifications, sales prices and process
  - Applies to total of four homes
- Revised Deed Restriction for all County affordable housing properties
- Managed lease-up process for Elk Valley townhomes
  - Total of seven homes

- Participated in Lot 22 of Rock Creek RFP Selection team
  - Helped facilitate developer selection for planned 74 homes

#### Valley Housing Foundation

- Planned for partnership on Redden Mobile Home Park in Crested Butte
  - Project totals five units

#### Gunnison Watershed School District

- Assisted in developing housing program guidelines
- Providing property management services for two rental properties

#### Program Expansion and Additions

- Obtain grant for property rehabilitation loan program for low- to moderate-income households
- Obtain grant for down payment assistance loan program for low- to moderate-income households

#### Major Internal Projects

- 2019 Gunnison Valley Housing Plan completed and adopted by GVRHA Board April 2019
- Provided update to GVRHA Housing Guidelines
- Facilitated Loan Servicing Implementation for Rehab and Down Payment Assistance loans

## **GVRHA PROPERTY MANAGEMENT**

### **ANTHRACITE PLACE APARTMENTS OVERVIEW**

Anthracite Place Apartments (APA) is a Low-Income Housing Tax Credit (LIHTC) complex serving a total of 30 households. Of these households, 13 are individuals under 50% AMI and an additional 17 individuals under 60% AMI. Rental rates are based upon the income-qualification and AMI of the tenant. For tenants at or below 50% AMI rent is \$644 for a one bedroom and \$771 for a two bedroom. For those tenants above 50% of AMI but below 60% AMI rent is \$779 for a one bedroom and \$933 for a two bedroom.

### **Management Summary**

Overall, the three-year-old property is in good condition, but there are major expenses each year with both the fire alarm system and the heating system. GVRHA has looked in various options to improve both systems in the hopes of not only saving money but also making the building run more efficiently.

While occupancy remains high at APA, the availability of affordable, workforce housing in the Gunnison Valley continues to be a challenge. Given this reality, GVRHA and the property manager are always seeking ways to house residents efficiently. As a result, the waitlist policy for APA has been adjusted numerous times over the past few years. After assessing the cost of maintaining a waitlist, the process was shifted so that with each notice of a unit opening, the GVRHA would run an ad in the Crested Butte News for the opening. We believe that this will save both time and money and fill up open units faster. This process adjustment was implemented by management at the end of 2019.

APA is a No Pets property, but we are required to allow Service and Emotional Support Animals. We have chosen to use PetScreening.com for approval of any animal a tenant (or guest) wishes to have at APA. Each person is required to register their Service/Support animal on PetScreening.com by uploading both veterinary records and information from a medical/mental health provider, PetScreening.com verifies all of the information and then sends out an approval. This not only saves management time but also avoids any HIPAA issues.

Snow removal is a constant challenge during the winter months. The snow removal policy for APA is that we have the walks shoveled 1 time per day after 2" has accumulated. The parking area is plowed after a minimum of 4". This policy has been continuous since the building became occupied.

Twice a year management takes a day to pick up improperly stored/unclaimed bikes. We store them in Gunnison and tenants that wish to reclaim their bikes must make arrangements to meet in Gunnison and pay \$25/day for storage of their bike (or other personal property) tenants are welcome to pick up their items during normal business hours.

Comprehensive management of APA includes taking care of the physical property, tenant relations, and qualification files. All emergency calls from both tenants and emergency personnel are always forwarded directly to the property manager.

### **MOUNTAIN VIEW APARTMENTS OVERVIEW**

Mountain View Apartments is an independent living, 28-unit apartment building that houses seniors 62 and older as well as disabled individuals. The apartment building is subsidized through HUD. Residents at Mountain View pay rent based on their income. The rent is 30-40% of a family's income. GVRHA

manages the property in accordance with the rules and regulations regarding qualifications of residents as established by the Colorado Housing and Finance Authority (CHFA) and the US Department of Housing and Urban Development (HUD). This includes Tenant Income Certifications and annual updates/renewals and interim certifications.

### **Funding Sources**

Mountain View Apartments is owned by Gunnison County and managed by GVRHA. Gunnison County pays GVRHA a monthly management fee and an operational fee. The management fee is based on the HUD management fee schedule. This schedule is updated once a year around October.

The operational fee is based on the Property Management Agreement between Gunnison County and Gunnison Valley Regional Housing Authority.

### **Rent Structure**

The rent structure at Mountain View is determined by several factors. First, HUD establishes a Market Rent each year as shown in the table below. Next income-qualifications are assessed for all tenants per program guidelines. This means subtracting medical expenses and other considerations. Following this income verification and adjustment process, the tenant pays 30% of their income to rent. The remaining gap from tenant rent to the Market Rent is covered by HUD's Housing Assistance Payment.

<b>Mountain View Apartments</b>			
<b>Rent Structure</b>			
<b>Bedrooms</b>	<b>Apartments</b>	<b>2019 Market Rent</b>	<b>Income Limits</b>
1	25	\$ 713.00	50% Area Median Income
2	3	\$ 864.00	50% Area Median Income

### **Marketing and Outreach**

GVRHA follows HUD guidelines when marketing. HUD requires subsidized and unsubsidized multifamily housing programs with five or more units to complete an Affirmative Fair Housing Marketing Plan (AFHMP) The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing

and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

### **Program Administration**

The management of Mountain View Apartments is subject to:

- HUD Handbook 4350.3
- Title VI of the Civil Rights Act of 1964
- Title VIII of the Fair Housing Act
- Section 504 of the Rehabilitation Act of 1975
- The Age Discrimination Act of 1975
- The Americans with Disabilities Act
- The Violence Against Women Act of 2005

Residents at Mountain View have their rent subsidized through HUD.

This requires:

- Annual certifications of each tenant's income, assets and medical expenses on their move in anniversary date. These certifications are processed through the OneSite platform and are transmitted to HUD monthly through TRACS, Tenant Rental Assistance Certification System;
- Monthly submission of a HAP (Housing Assistance Payment) report. This determines the monthly subsidy paid to the owner;
- HUD REAC (Real Estate Assessment Center) inspections. Both administrative and physical property inspections are conducted;
- Annual Housing Qualification Standards (HQS) inspections;
- Annual inspections of building maintenance, including water back flow, nurse call system, sprinkler system, fire extinguishers, and alarm system;
- Monthly elevator inspection and a yearly full maintenance/inspection;
- Annual OCAF, Operating Cost Adjustment Factor, report and submission. This allows the property to raise the cost of the market rent based on the determination of HUD.

As a publicly funded housing complex, Gunnison County, the owners of Mountain View, acquired a loan through Colorado Housing and Finance Authority (CHFA) in financing the building. CHFA serves as the

Contract Administrator (CA) in Colorado for HUD's Section 8 project based rental assistance portfolio.

The loan compliance requires:

- Annual submission of IRS 8703
- Annual submission of loan compliance form
- CHFA MOR (Management and Occupancy Review)
- Following HUD guidelines in all move ins, move outs, transfers, maintenance, house rules, lease, and annual certifications.

Navigating the abundance of reporting requirements and documentation are a necessity in managing Mountain View appropriately.

### **Management Goals and Outcomes**

Throughout 2019, the Housing Program Manager sought to achieve the following goals while managing Mountain View Apartments.

#### **1. Maintain a 100% lease-up rate**

##### **Summary of Mountain View Lease Up**

<b>Total Units</b>	7
<b>Total Turnovers</b>	8 (including 1 transfer)
<b>Total Turnover days</b>	331 days
<b>Shortest Turnover</b>	0 days
<b>Longest Turnover</b>	149 days
<b>Average Turnover</b>	41 days
<b>Occupancy Potential</b>	87.01

#### **2. House seniors and individuals with disabilities at or <50% AMI**

In 2019 there were four new move-ins at Mountain View Apartments. Two of the new tenants were at or below 30% AMI and the remaining two tenants were at or below 50% AMI.

### **3. Maintain an active waitlist**

In 2019 the wait list for Mountain View averaged 17 applicants. The average applications received per month is two.

Maintaining an active waitlist helps ensure that there is less turnover time with unoccupied units. This management principle is reflected in the Mountain View Apartment's Tenant Selection Plan.

### **4. Closing the Waiting List(s)**

The Gunnison Valley Regional Housing Authority maintains an open Waiting List(s) policy for Mountain View Apartments and will not close the waiting list. The Waiting List is always open for applicants. The application process is first-come, first-serve based on the time and date of the application.

### **5. Maintain safe and secure housing for seniors and individuals with disabilities**

Mountain View utilizes a Maintenance Plan that is updated as needed. Per the maintenance plan GVRHA's approach to maintenance at Mountain View is as follows:

A well-maintained property reflects the property's management. While the GVRHA strives to make Mountain View the best possible social environment for its residents, continued and diligent maintenance is the foundation for maintaining building integrity. Promoting resident safety and curb appeal are only two reasons for a sound and defined maintenance policy.

It is the philosophy of the GVRHA to maintain rental housing with a 75% proactive (scheduled inspections) and 25% (work orders) reactive approach. By conducting regular inspections, potential problems can be addressed before they become maintenance emergencies.

The mission of the GVRHA is to provide affordable housing and to promote the wise and sustainable use of resources. Therefore, this Preventative Maintenance Plan is based on the provision of safe, affordable housing while embracing natural resource conservation.'

### Additional Mountain View Considerations

Providing a safe, healthy, and welcoming environment at Mountain View also requires additional duties, including but not limited to:

- Managing day to day building operations
- Creating and conducting monthly activities for the residents
- Scheduling all maintenance including apartment turn over

### **ELK VALLEY TOWNHOMES AND STALLION PARK CONDOMINIUMS**

#### Elk Valley Management Summary

There are eight units within Elk Valley. Each of the homes have 3 bedrooms, 2.5 baths and attached garages. Rent is set on a sliding scale, with amounts range from \$1,300 to \$2,300. Additional monthly utility/services expenses have been estimated to be \$235 per unit. The Elk Valley units were completed in the spring of 2019 through Gunnison County. However, it took until October of 2019 to determine the structure of occupancy for the units. For the homes six homes managed by GVRHA, there are specific requirements for applicants which include, 12 months residency within Gunnison County working 30+ hours per week on an annual basis, 80% or more of income made within Gunnison County, and total household income between 70 and 160% of AMI.

The number of available leases at Elk Valley has changed overtime, leading to a staggered cycle of lease up. As of this report, six units are to be leased through GVRHA. Three are currently occupied and the remaining three should be leased by the end of January 2020. The leasing process for the first few units did take longer as the original lease-up documents had to be drafted and reviewed thoroughly. The remaining two units will be utilized by Gunnison County. One unit has been reserved by the hospital in a 100-year lease and the other is reserved by the County to entice new employees to the valley.

#### **Stallion Park**

Throughout 2019, GVRHA had 10 households on the Stallion Park waitlist. Traditionally, the waitlist is long, and the process moves slowly given limited changes in occupancy. With the completion of the Elk Valley Townhomes, Gunnison County decided that the existing four Stallion Park units would

transition from rental to a for-sale product. As a result, all leases in the building expire on March 30, 2020.

## **PROGRAM ADMINISTRATION**

### **HOUSING CHOICE VOUCHER PROGRAM**

The Housing Choice Voucher (HCV) program is the federal government's primary resource for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own housing, including single-family homes, townhouses and apartments.

The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects. However, the owner of the property must be willing to accept the HCV payment.

### **HCV Goals and Outcomes**

#### **1. Increase the number of Vouchers in Gunnison County**

The Housing Program Manager administers all the Housing Choice Vouchers for Gunnison County. At the end of 2019 GVRHA had 17 vouchers as compared to 21 vouchers in 2018. At this time the Division of Housing has put a freeze on issuing further vouchers.

A summary of HCV activity in Gunnison County for 2019 appears below.

- 4 families ported out of Gunnison County
- 1 family ported in
- 2 vouchers are on hold. Participants are in the process of moving, are temporarily hospitalized, or have not found housing to accept their voucher
- 7 families were issued vouchers, but either declined, did not show for the briefing or did not find housing before the voucher expired

Once the freeze of vouchers is lifted, the goal is to issue all available vouchers and work with landlords to house all voucher holders.

## **2. Service families <30% AMI**

In the HCV program, a family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. By law, a Public Housing Authority must provide 75% of its available vouchers to applicants whose incomes do not exceed 30% of the area median income. Median income levels are published annually by HUD and vary by location.

Of the 17 vouchers currently administered, 11 total households are 30% or less AMI and six are 50% or less AMI. This means 65% of voucher holders are below 30% AMI and 55% are below 50% AMI. When the HCV freeze is lifted, the goal is to process all vouchers at 30% AMI or lower to meet compliance standards.

### **HCV Funding Sources**

GVRHA administers the HCV program under the direction of the Colorado Division of Housing. To administer the HCV program, DOH enters a contractual relationship with HUD referred to as a Consolidated Annual Contributions Contract.

The Division of Housing pays GVRHA an administration fee per voucher each month.

### **HCV Program Administration**

GVRHA follows the Division of Housing Administration Plan and the HUD 4350.3 handbook to administer the HCV program.

This requires the Housing Program Manager to:

- Supervise the receipt of program applications; qualification and placement of applicants on waiting list; orientation of program participants
- Issue housing choice vouchers to applicants
- Coordinate and schedule HQS inspections.
- Calculate participant/tenant payments, utility allowances, and housing assistance payment contracts at initial examination and interim and annual reexaminations.
- Oversee the distribution of information regarding the programs to prospective participants.

- Inform and educate owners and landlords
- Submit files for DOH review

### **GV-HEAT PROGRAM**

The Gunnison Valley Home Energy Advancement Team (GV-HEAT) offers a suite of energy efficiency and weatherization programs to improve housing affordability and equity throughout Gunnison County. GV-HEAT achieves this goal through grant-based interventions at the household level to improve energy efficiency, decrease utility and energy costs, all while improving quality of life for occupants.

### **2019 GV-HEAT Targets and Goals**

- Complete 30 household retrofits through Colorado's Affordable Residential Energy (CARE) program
  - Targeting 20 City of Gunnison utility clients and 10 Gunnison County Electric Association clients
- Complete 10 household retrofits through the Weatherization Assistance Program (WAP) program
- Complete 15+ household audits through Energy Smart Colorado
  - Facilitate at least 5 retrofits in these homes
- Find unique solutions to complicated projects at homes with significant sustainability and resilience issues

## 2019 GV-HEAT Outcomes

Aggregated Work	Retrofits Completed	Assessments Completed	Applications Approved	Applications Submitted	Outreach Contacts Made	Quality Control Inspections Completed
Colorado's Affordable Residential Energy (CARE)	29	29	40	43	86	10
Weatherization Assistance Program (WAP)	8	8	11	12	15	8
Energy Smart Colorado (ESC)	3	9	11	11	16	
Housing Rehabilitation Loan Program				2	5	

Figure 1 - Represents the aggregated work of the core programs utilized by GV-HEAT. *\*All WAP work completed by Housing Resources of Western Colorado with application facilitation from GV-HEAT*

## Quantifying Outcomes

### Income-Qualified Work

While GV-HEAT met targets for income-qualified work in 2019, it is essential to further characterize the impact of that work. The following offers a brief analysis of the work completed through the CARE and WAP programs in 2019.

### Colorado's Affordable Residential Energy (CARE)

GV-HEAT provided free energy efficiency retrofits to 29 distinct households in 2019. This falls one short of the target, but the 30<sup>th</sup> home was not completed due to extenuating circumstances in the home that delayed the assessment process. This meant that available funding for the 2019 CARE program was exhausted before reaching the 30<sup>th</sup> household.

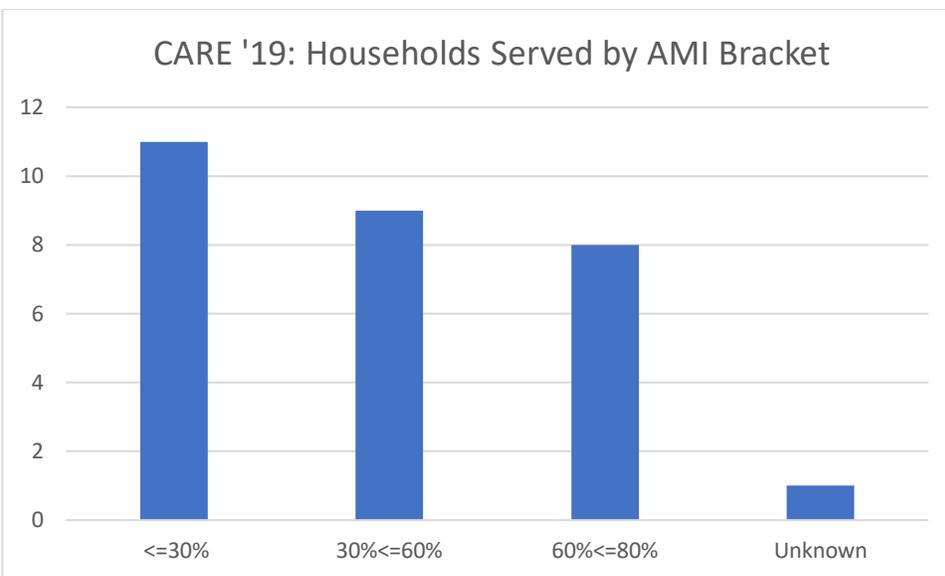
All told, GV-HEAT invested \$101,084.64 into CARE client homes through funding from Energy Outreach Colorado (EOC) and additional grant resources. More specifically this included \$41,878.17 in grant funding from EOC, \$40,955.41 in rebates from local utilities, and a combined total of \$18,953.93 in Health and Safety work split between EOC and GV-HEAT funding.

The investment in client homes was intended to maximize impact within program restrictions. As such, CARE households received an average investment of \$1,350.91 in EOC grant funding alongside additional rebated dollars of nearly \$1,000 on average. Across the representative utilities, the average utility rebate per client was as follows:

- Gunnison County Electric Association - \$1,000\* This is a flat investment in the complete retrofit
- City of Gunnison Electric - \$977.35
- Atmos Energy - \$685.58

Across serviced households, the mean total investment per home (including potential health and safety concerns and the initial assessment) totaled \$3,242.60.

These investments in CARE client households were made to some of those most in need within the Gunnison Valley. While all CARE clients must fall below 80% of the Area Median Income (AMI) the clients served in 2019 represent a significant range of the low to middle-income threshold.



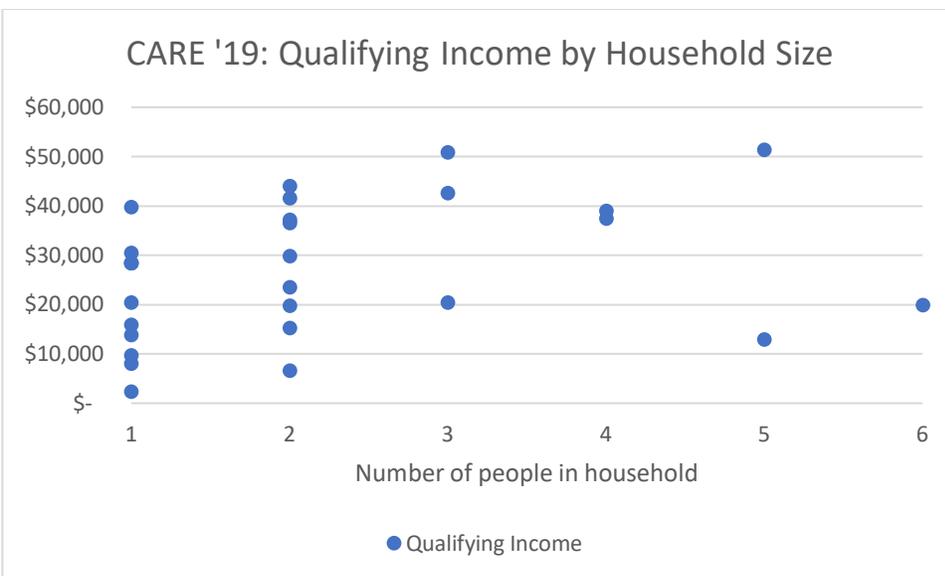
*Figure 2 - Represents the distribution of CARE clients in standardized income brackets. The unknown category represents clients where the household income was not directly reported, but instead based on qualification for other social programs.*

Most clients (11) served in the CARE program fell at 30% AMI or below. The population in this income bracket represents those most likely to be energy-burdened in their housing. Additionally, the CARE program served a significant number (8) of households in the 60% - 80% AMI category – which remains consistent with a local perception of middle-income populations still being cost constrained in the Gunnison Valley.

The mean AMI serviced through the CARE program was 50%.

From a pure income perspective, the CARE program served households between an income range of \$2,304 – to \$51,323. However, these incomes mean little when stripped from the number of people in the household.

On the following page, Figure 3 highlights the discrepancy of annual income based on household size.



*Figure 3 - Characterizes the diversity of annual income seen at different household sizes for CARE qualified clients.*

In total, the CARE program benefited 81 distinct individuals across the 29 households serviced. This yields an average of 2.13 persons per household which aligns closely with the Gunnison County average of 2.35 people per household.

### **Weatherization Assistance Program (WAP)**

GV-HEAT's income-qualified work is also supported by the WAP program. WAP is a program funded by the Colorado Energy Office and serviced by predetermined weatherization providers across the states. Gunnison County is serviced by Housing Resources of Colorado which is based out of Grand Junction with a satellite office in Montrose. HRWC can service 10 households per year in Gunnison County.

With outreach, recruitment, and application assistance from GV-HEAT, HRWC filled its Gunnison County quota for the second year in a row. Historically filling the State apportioned quota in Gunnison County has been challenging for HRWC.

The WAP quota of 10 households for the 2019-20 program year was filled by August 2019. In total, eight households received service within the 2019 calendar year, with two more to be serviced in Spring 2020 consistent with the WAP fiscal year.

The WAP program provides similar services to CARE but has more flexibility in addressing heat sources and domestic hot water. Given that, WAP has more resources to invest per home which tends to correlate with a higher average investment per household. Of the retrofits completed thus far in the WAP program year (which runs from July to June) the mean investment in a home is \$4,079.16. WAP is also intended to service a lower income bracket than the CARE program with a maximum qualifying income of 200% of the poverty rate. Of households where a direct income was reported, the average household income serviced by WAP in Gunnison County was 38% AMI.

As seen with GV-HEAT's other income-qualified work, WAP served a relatively diverse income range. Figure 4 characterizes WAP clients by Gunnison County AMI bracket.

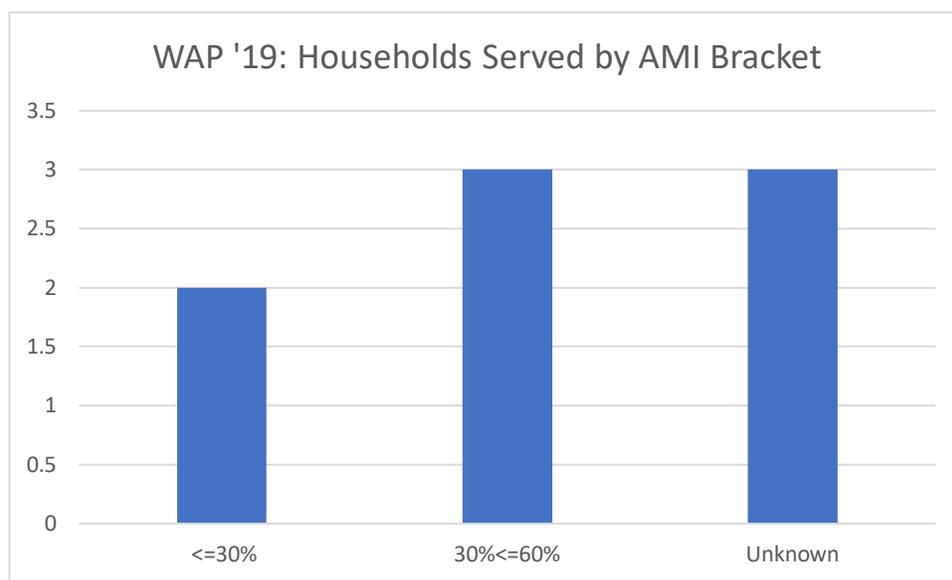


Figure 4 - Represents the income brackets serviced by the WAP program in Gunnison County. Unknown represents clients without a directly reported income who qualified through other social service programs. Given the income qualifications for other social service programs, it is likely these households fall around, or in, the 30% AMI category.

### Cost Savings Analysis

The goal of GV-HEAT's work is to incentivize, and complete, physical retrofits of the local housing stock to promote energy efficiency while reducing utility costs. In doing so, the program promotes a comprehensive understanding of affordability by considering alternative dimensions of the affordability conversation beyond mortgage and rent payments.

In general, energy efficiency programs like GV-HEAT utilize a deemed savings model to project cost savings for the work completed. While this is an imperfect solution, it is the standardized assessment mechanism in energy efficiency work. Long term monitoring of utility costs is also possible but requires continued engagement by client households and their willingness to share private utility data. It's also worth noting that real world cost savings are impacted by the behaviors of occupants as the home operates as a system – additional occupants or other behavioral changes can positively or negatively impact the system.

GV-HEAT is currently working with its program partners at WAP and CARE to adequately compile data for deemed savings reporting across the aggregated work in 2019.

### **Single-Family Owner-Occupied Rehabilitation Loan Program**

GV-HEAT's work with the WAP and CARE programs is devoted to specific, pre-approved energy efficiency measures. Both programs operate by providing retrofit measures within broad categories like air-sealing, insulation, lighting change, etc. This structure leaves some categories of work outside the boundaries of the programs. For that reason, GV-HEAT has partnered with the Delta Housing Authority (DHA) to promote and market the Division of Housing's Single-Family Owner-Occupied Rehabilitation (SFOO) Loan program.

The SFOO loan program is a low interest, no money down, revolving loan fund intended for low to middle-income households to complete larger renovations at their home (including activities like replacing roofs, re-siding, plumbing work, electric, and other more extensive repairs.) This program is available to households below 80% of AMI who meet the program application standards.

DHA manages the SFOO loan program for Gunnison County, and many other counties in Region 10. However, SFOO loan program administration will shift to GVRHA in 2020.

During the 2019 program year DHA's SFOO loan program provided service to four Gunnison County households.

## **Non-Income Qualified Work**

### **Energy Smart Colorado**

In 2019, GV-HEAT completed eight Energy Smart Colorado (ESC) including seven residential energy assessments and one assessment for a local, small business. While this is a modest amount of work, it represents an increase from the 2018 program year and is consistent with assessment totals over the last three years.

Six of these assessments were completed at Atmos Energy client households which allowed for a rebate on the assessment and any Quick Fix installations. In total, these assessments yielded \$1,410 in Atmos rebate investment.

The ESC program connects with households to a qualified residential energy analyst and helps connect existing utility rebates for the service. Throughout 2019 the only participating utility in the Gunnison Valley was Atmos Energy. This left all-electric households, or those with propane service, to pay the full cost of the assessment at \$300. This upfront cost did deter some potential clients. GV-HEAT intended to facilitate 15 ESC residential energy assessments in 2019 but was unable to meet that goal. As a result, the program administrator has sought to create more effective partnerships with local utilities to subsidize and promote residential energy assessments in 2020.

Regarding the eight ESC assessments completed, three have led to households completing retrofits recommended from the residential energy assessment. While short of the total assessments completed, the goal of facilitating retrofits in at least 33% of households was met in 2019. Data on deemed savings associated with the retrofits will be fully compiled when all retrofit work is completed.

Additionally, in households served by Atmos Energy 'Quick Fix' measures were installed during the audit to remediate simple concerns at the home. These Quick Fix installations accumulate to 71.05 therms of gas in deemed savings, translating to \$60.40 in annual savings. GV-HEAT recognizes the savings encapsulated in the Quick Fixes are small, but they are intended as tool to incentivize participation while creating a baseline for retrofit savings post assessment.

### **GV-HEAT Funding and Grant Requests**

Early in 2019, it became clear that existing funding available through GV-HEAT may not be adequate to help client households fully address the resiliency of their housing. After identifying needs to find leverageable funding for household-level work not covered by the CARE and WAP programs, the program administrator sought additional resources to close the funding and resilience gap.

The program administrator identified a new funding resource at The Colorado Health Foundation and targeted a past funding source in the Valley Housing Fund.

Program administrator successfully obtained two grant requests (The Colorado Health Foundation and Gunnison Valley Housing Foundation) for a total of \$51,800.

- The Colorado Health Foundation provided two years of funding for a total of \$41,800
- The Valley Housing Fund provided one year of funding for a total of \$10,000
  - \$28,750 of additional funding in 2019. This represents an increase of 38% to the 2019 GV-HEAT budget

Additionally, programmatic successes in 2019 led to the GCEA Board voting to increase funding for the CARE program while also delivering unrestricted funds to GV-HEAT to promote ESC residential energy assessments in 2020.

### **Marketing and Outreach**

With consistent management in place, the program administrator sought to increase the scope and efficacy of GV-HEAT marketing and outreach efforts in 2019. The following is a summary those efforts:

- Obtained marketing and outreach funding through CHF grant cycle
  - \$5,000 to market and administer the program
- Modified marketing and outreach strategies and goals
  - Created radio advertisements on KVLE, KEJJ, and KBUT
  - Created RTA bus advertisements
  - Established data sharing relationship with State of Colorado to provide outreach to Gunnison and Hinsdale County LEAP recipients
  - Launched a door-to-door outreach strategy

- Invigorated relationships with County Health and Human Services and local non-profits for active referrals
- Established a relationship with staff at the Senior Center to try to better reach Gunnison's elderly population
- Established consistent relationships with Inmigrantes Unidos de Gunnison and the Hispanic Affairs Project to help better serve our Spanish and Cora speaking communities
  - Coordinated consistent interpretation services to facilitate this need
  - Hosted one direct outreach event and participated in another
- Coordinated with GCEA and City of Gunnison utilities to more effectively promote GV-HEAT resources

### **GV-HEAT Program Administration**

To increase the capacity of GV-HEAT, the program administrator also made operational adjustments to program implementation.

- In conjunction with staff at Energy Outreach Colorado, program administrator restructured the existing workflow for the CARE program. This resulted in a three-fold increase in jobs completed from 2018 to 2019.
  - A unique local-regional model was developed with EOC to administer the CARE program utilizing local outreach (GV-HEAT) and assessment (Little Foot Building) and regional retrofit contracting through the Energy Resource Center out of Alamosa, Colorado.
- Participated in Building Performance Institute (BPI) Building Analyst training
  - Nationally recognized building science certification
  - Gained certification as Building Analyst good for three years
- Received a scholarship to attend the 2019 Colorado Health Symposium sponsored by The Colorado Health Foundation
  - Networked with crucial stakeholders and garnered program administration experience from other Colorado communities considering the nexus of housing and health.
- Provided consultation to the Crested Butte Climate Action Plan
- Attempted to facilitate combined City of Gunnison/GVRHA application process for USDA Rural Energy Savings Program funding

- Program offered significant opportunity to help households at all income levels finance energy efficiency work. Presented opportunity to be help utilized in the City's mobile home rehabilitation goals.
- Facilitated dialogue amongst local governments regarding the conditions of several mobile home parks, the revised Mobile Home Parks Act, and opportunities to promote the resilience of manufactured/mobile home parks in our communities

### **GV-HEAT Revenue**

- Energy Outreach Colorado/Colorado's Affordable Residential Energy = Total \$97,494.29
  - \$45,000 EOC Grant
  - \$9,998.23 in EOC health & safety waivers
  - \$42,496.06 in CARE utility rebates
    - \$16,615 from City of Gunnison
    - \$12,340.41 from Atmos Energy
    - \$12,000 from Gunnison County Electric Association
- Energy Smart Colorado = \$1,410 in Atmos rebates
  - \$900 in assessment rebates
  - \$270 in Quick Fix install rebates
  - \$240 in Energy Advising rebates
- The Colorado Health Foundation = \$41,800
  - \$28,750 in 2019
  - *\$23,050 committed for 2020*
- The Valley Housing Fund = \$10,000

## **ADDITIONAL GVRHA SERVICES**

### **DEED RESTRICTED HOUSING LOTTERY ADMINISTRATION**

Depending on the property/development location, size, and original deed restriction if applicable, lotteries serve a wide range of AMIs and household sizes. GVRHA normally opens the application acceptance process for 2-4 weeks and does their best to process applications as they are received.

After the application acceptance has closed letters are sent to applicants notifying them of the lottery procedure, the number of picks they have qualified for, the lottery date and time, and what units they are eligible to purchase (if applicable). Ticket numbers are assigned to each household and double checked by staff members. GVRHA works with both applicants and the owner/developer of units to ensure a fair, streamlined, and relatively simple process the day of the lottery. Lotteries take up a fair amount of time between the application deadline and the lottery date itself. Generally, lottery timelines are scheduled around GVRHA's slower seasons to ensure adequate time is allotted to administer the lottery.

## **GVRHA STAFF TIME AND PROGRAM ADMINISTRATION ANALYSIS**

In gauging the efficacy of the GVRHA it is essential to quantify the resources and staff-time applied to specific programs and their implementation. The following weekly staff-time allocation is calculated and self-reported by GVRHA staff.

### **Executive Director – Jennifer Kermode**

The Executive Director works at minimum a 40-hour work week.

The Executive Director's duties are split between administration, development, local and regional collaboration, professional networking, and staff and program oversight.

### **Housing Program Manager – Shannon Frias**

On average the Housing Program Manager works a 40-hour work week. Given a standard work week the Housing Program Manager's program implementation time is as follows:

- Mountain View Apartments - 10 hours per week
- Housing Choice Voucher Program - 15 hours per week
- GVRHA bookkeeping/clerical work – 15 hours per week

### **Housing Specialist & Manager – Chris Peterson**

On average the Property Manager works a 40-hour work week. Given a standard work week the Housing Specialist & Manager's program implementation time is as follows:

- Anthracite Place Apartments – 30 hours per week
- Elk Valley Townhomes and Stallion Park Condos – 4 hours per week
- GVRHA Lottery Administration – 4 hours per week

- GVRHA administrative/clerical work – 2 hours per week

### **GV-HEAT Program Administrator – Loren Ahonen**

On average, the program administrator worked 138 hours a month in 2019. At a weekly rate this is 34 hours a week. Of that weekly total time spent on each activity was as follows:

#### GV-HEAT Administration Activities

- GVRHA & Staff Meetings - 2 hours per week
- Stakeholder Engagement & Meetings - 1 hour per week
- Research and Reading - 2 hours per week
- Grants Administration/Budgeting/Invoicing - 2 hours per week
- Marketing and Outreach - 8 hours per week
- Direct Program Administration - 17 hours
- Supplemental Client Interactions - 2 hours per week

Total = 34 hours

#### Program Specific Administration

- GVRHA Work and Miscellaneous - 3.5 hours per week
- SFOO Rehab Loans - < .5 hours per week
- Energy Smart Colorado - 2 hours per week
- Weatherization Assistance Program - 1 hour per week
- Colorado's Affordable Residential Energy Program - 27 hours per week

Total = 34



## 2019 ANNUAL REPORT SUMMARY

### **Summary of Programs**

#### *Property Management*

Anthracite Place Apartments  
 Mountain View Apartments  
 Stallion Park Condominiums  
 Elk Valley Townhomes  
 Gunnison Watershed School District rental homes

#### *Program Administration*

Housing Choice Voucher administration  
 GV-HEAT  
 Down Payment Assistance loans (2020)  
 Property Rehab loans (2020)

#### *Other GVRHA Services*

Deed Restricted Sales and Monitoring  
 Development Consulting  
 Lottery Administration  
 Loan Servicing

### **GVRHA Funding**

At year-end 2019 the GVRHA realized \$519,524 in revenues and \$490,258 in expenditures, with a net income of \$29,266. The Fund Balance at the end of the year was \$1,270,148 which includes the GVRHA loan to Anthracite Place Apartments of \$1,030,600.

49.95% of revenues came from the contributions of each member to the Authority; 18.30% came from property management fees; 24.30% was from GV-HEAT program contributions and donations and 7.17% came from other program administrative fees.

### **Local Project Engagement**

#### *Crested Butte*

- Conducted three lotteries for the sale of 23 deed-restricted home sales.
- Prepared 15 buyers for purchase process – including contracts, amend/extends, informational meetings
- Conducted three separate Homebuyer Education classes to prepare lottery participants

#### *Mt. Crested Butte*

- Drafted new Deed Restriction for Homestead neighborhood. This Deed Restriction applies to 22 new townhomes
- Worked with Homestead development consultant on lottery and sales process
- Drafted revised Housing Guidelines with Town staff and consultant

- Participated in North Village Parcel F development team

#### *City of Gunnison*

- Participated on Lazy K Neighborhood RFP selection team for 54 new for-sale homes
- Participated in Lazy K Deed Restriction development team
- Member of Land Development Code Housing team
- Member of 2030 Comp Plan Housing team
- Partnered with Belmont Development for LIHTC GardenWalk 36-unit project
- Provided \$100,000 loan to GardenWalk project
- Obtained \$450,000 grant from CO-Division of Housing for GardenWalk
- Listed and sold one Rock Creek deed-restricted residence

#### *Gunnison County*

- Established Stallion Park buyer qualifications, sales prices and process
- Revised Deed Restriction for all County affordable housing properties
- Managed lease-up process for 7 Elk Valley townhomes
- Participated in Lot 22 of Rock Creek RFP Selection team for planned 74 homes

#### *Valley Housing Foundation*

- Planned for partnership on Redden Mobile Home Park in Crested Butte for 5 new units

#### *Gunnison Watershed School District*

- Assisted in developing housing program guidelines
- Providing property management services for two rental properties

#### **Program Expansion and Additions**

- Obtained grant for property rehabilitation loan program for low- to moderate-income households
- Applied for grant for down payment assistance loan program for low- to moderate-income households
- Significantly expanded the reach of the GV-HEAT program (Gunnison Valley - Home Energy Advancement Team)

#### **Major Internal Projects**

- 2019 Gunnison Valley Housing Plan completed and adopted by GVRHA Board April 2019
- Initiated revision to GVRHA 2015 Housing Guidelines
- Facilitated Loan Servicing Implementation for Rehab and Down Payment Assistance loans

#### **By the Numbers**

- GVRHA managed 58 units for households earning at or below 60% of AMI, including seniors and individuals with disabilities
- GVRHA managed six (6) units serving households between 100% - 180% of AMI
- GVRHA administered 17 Housing Choice Vouchers: 11 are for households at or below 30% of AMI, 6 are at 50% or below.
- Provided homebuyer education classes to 51 households
- Processed and approved 40 applications from low-income households for the GV-HEAT/CARE program
  - Completed 29 home energy assessments and
  - Completed 29 home retrofits
- Approved 11 applications from very-low income households for the federal Weatherization Assistance Program (WAP)
  - Completed 8 home weatherization assessments
  - Completed 8 weatherization retrofits



## Memorandum

**To:** Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Update on purpose and process plan for Community Compass

**Date:** March 2, 2020

### **Why Create a Long-Rang Plan for the Community?**

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

The Town Council has had more or less the same values statement on the side of every Council agenda since 2011, modified slightly on February 25<sup>th</sup>:

### **Vision Statement**

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

### **Town Council Values**

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

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

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

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

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

### **What is the Crested Butte Community Compass?**

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

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

### **Process**

We would like to begin with the Council and understanding your values on critical topic areas and where you are interested in getting more specific feedback from the public. We propose to do this through a series of three work sessions separate from regular Council meetings in the Fall of 2020.

- I. Lifestyle & Historic Preservation
- II. Climate & Natural Environment
- III. Housing & Transportation

The discussions will be focused around asking the Council for their feedback on what aspects of the community within these topic areas are highly valued or unique to Crested Butte. Further, what are the threats to these community attributes or features and what are the actions or activities that bolster and support these valued or unique community attributes?

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

Due to the transition with the Community Development Director position and ongoing workload, staff would like to postpone this effort to begin in the Fall of 2020.

### **Timeline**

#### **2020**

Summer – Staff will compile and prepare background information to inform Council discussions on proposed values statements. Staff drafts a sketch of a plan which we utilize to flesh out key questions and how to frame questions for the Council and the community. Begin to identify positive outcomes of possible values statements and also to troubleshoot potential roadblocks, pitfalls, or unintended consequences

October - December – Series of three Council work sessions, each dedicated to two topic areas

#### **2021**

January – March – Refine the draft values statements and questions for the community. Planning for public outreach, identifying best tools and planning for spring meetings

April – June - outreach to existing groups in the community. Council members welcome to attend

Summer – Summarize findings from outreach on community focus points. Staff and Council work to refine values statements utilizing findings from scenario planning exercises

September – Draft plan

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

November – Finalize plan

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

Mayor Schmidt called the meeting to order at 7:18PM.

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

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Finance Director Rob Zillioux

Town Clerk Lynelle Stanford and Public Works Director Shea Earley (for part of the meeting)

Schmidt mentioned the topics of the preceding work session.

**APPROVAL OF AGENDA**

Magner requested to switch the order of the two last Executive Sessions.

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

**CONSENT AGENDA**

- 1) February 3, 2020 Regular Town Council Meeting Minutes.**
- 2) 2019 Year End Financial Summary.**
- 3) Resolution No. 3, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Elk Avenue Partners LLC to Encroach Into the Right-of-Way Adjacent to Elk Avenue and Lots 1-4, Block 27, Town of Crested Butte.**
- 4) Resolution No. 4, Series 2020 - A Resolution of the Crested Butte Town Council Authorizing a Revocable License Agreement Between the Town of Crested Butte and Bailey's Crested Butte Properties, LLC and the McCormick Ranch Association, Inc for the Realignment of a Nordic Trail Across Lot 5, McCormick Ranch.**
- 5) Public Art Commission Member Appointments.**

Dujardin abstained from consenting to the minutes since he was absent from the meeting. Schmidt asked Sullivan to opine on abstaining, and he agreed to look into it. Dujardin

removed the minutes from the Consent Agenda. The minutes were moved to New Business in order for Dujardin to abstain from approving them. Later in the meeting, Sullivan confirmed Council members could abstain from voting.

Mitchell moved and Haver seconded a motion to approve the Consent Agenda with moving item #1 to New Business. A roll call vote was taken with all voting, "Yes."

**Motion passed unanimously.**

### **PUBLIC COMMENT**

Kent Cowherd - 901 Teocalli Avenue

- He appreciated the thoughtful and pertinent questions posed to the Colorado Division of Housing during the work session.
- He acknowledged the letters in the paper regarding the Batchelor tree situation in the cemetery. He suggested the Town clear the air. The truth was that Batchelor signed the document stating that trees were prohibited and planted trees regardless. The community needed to hear directly from the Town. He hoped the Council would write a clear and brief letter to the community.

### **STAFF UPDATES**

- Schmidt referred to the staff report from MacDonald.
- MacDonald mentioned the Kebler Trailhead Citizen Advisory Group. She asked the Council if they wanted to participate and whom they should appoint. Dujardin trusted Staff to represent. MacDonald said that Joey Carpenter would be interested. The Council agreed that Carpenter should serve on the advisory group.
- MacDonald reminded the Council of the retreat. She asked for feedback and goals the Council would want to discuss. Schmidt conveyed that a Council member would feel inhibited with the attorneys present. Sullivan confirmed the attorneys would arrive at 1PM.
- Schmidt pointed out the closure of Gothic Road mentioned in the staff report. MacDonald clarified the closure would be just for the run on the 4<sup>th</sup> of July. She recognized the Marshals would not be able to help with the closure.
- MacDonald asked to confirm quorums for the April meetings. It was questionable whether there would be a quorum for the April 20<sup>th</sup> meeting. Staff would track attendance as the date came closer. Schmidt, Haver, and Merrill confirmed they would be absent.
- Mountain Express would not be providing service directly to The Center for special events. A group would be meeting next week to talk through issues identified by Chris Larsen. Transit was an important component of The Center, included in the BOZAR approval, and it was planned for large events.
- Earley informed the Council of in-kind contributions from his crews for the Alley Loop.
- Mitchell recalled the building (The Center) was not built to spec for busses to turn.

- Magner asked whether MacDonald had spoken to The Center about the lighting issues. MacDonald explained the logistics related to an app that controlled the lighting.
- Schmidt questioned the report from the Marshal's Office pertaining to alcohol offenses. He commented the basic black uniform color was intimidating to some people.

### **Presentation by Ashley Bembenek from the Coal Creek Watershed Coalition.**

Bembenek introduced herself and stated that she was at the meeting to speak about the Slate River Integrated Monitoring Project. The emphasis was on E coli. She explained what E coli was. Bembenek reviewed E coli regulations. She would focus on surface water regulations, and she outlined E coli standards for surface water. Bembenek summarized the 2019 E coli study plan. She described locations in which they collected samples. Bembenek reported on what was discovered in the Washington Gulch Watershed, the Upper Slate River Watershed (above Crested Butte), the Coal Creek Watershed, and the Slate River near Crested Butte. Bembenek reviewed ongoing studies and outreach. She referred to the draft letter of support that was included in the packet. Bembenek thanked volunteers and partners. She affirmed that both Mt. Crested Butte and Crested Butte's wastewater treatment facilities ran UV systems 24/7. Bembenek reiterated the problem was caused by non-point sources. Dujardin asked how landslides affected E coli and Bembenek explained. Schmidt questioned solutions. Bembenek acknowledged they would be at it for a while, but they hoped to move the needle. Schmidt wondered whether the porta potties helped. Magner recused herself from voting for the letter; however, details of the letter were not discussed. The Council did not direct any changes be made before Mayor Schmidt signed the letter of support included in the packet.

### **NEW BUSINESS**

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

Haver moved and Bradley seconded a motion to approve the minutes from the previous regular meeting. A roll call vote was taken with all voting, "Yes," except Dujardin, who abstained from voting. **Motion passed unanimously.**

#### **2) Discussion on Creation of Engineer/Project Manager Staff Position.**

Earley updated that Staff had considered adding a full time position for an Engineer/Project Manager. He reviewed duties, including serving as the Assistant Public Works Director. Earley outlined the cost analysis, including the cost paid for engineering services the past two years. Magner thought the developer bore the cost for engineering. Earley cited issues with getting engineers when they were really needed. Earley elaborated upon the position's roles and what would be absorbed. Schmidt confirmed Town would save money by hiring this person. Schmidt asked if the person would do surveying. Earley listed upcoming projects, responding to a question from Magner. The

position would create redundancy in his department and more robust customer service. Mitchell thought it made sense and Bradley agreed. Magner had concerns about expanding the size of Town Staff. She had been reading about a contraction in the economy coming soon. She wanted Town to stay on a conservative fiscal path and leaner in terms of staff. MacDonald stated it would degrade the quality of work, if this position would not be filled. Schmidt liked the idea of keeping the money local, and it seemed it would be at least a push concerning how much money they were spending. Dujardin questioned funding sources for the position. Mitchell wanted to keep money in Town. Bradley and Dujardin were supportive of hiring. Haver agreed and affirmed his support. Merrill was shocked Town did not employ an engineer. MacDonald explained how the salary range was identified. Schmidt summarized the majority of the Council supported hiring for the position.

Mitchell moved and Bradley seconded a motion recommending the Council to instruct Staff to pursue acquisition of a Project Manager. A roll call vote was taken with all voting, “Yes,” except Magner voted, “No.” **Motion passed.**

### **3) Update on Town’s Water Court Cases 16CW3085 and 16CW3086 with Town Water Attorney Scott Miller.**

Scott Miller introduced himself and identified the name of his law firm, Waterlaw: Patrick, Miller, Noto. He stated they were based out of Basalt and Aspen.

Miller reported on a change case they were dealing with on the McCormick Ditch. The McCormick Ditch was the number one most senior water right on Coal Creek. It was done through the Cypress Development, which was the main reason the Town picked it up. The Town filed a change case in order to preserve and protect the interest. He identified objectors to the changes.

Town agreed not to irrigate McCormick Ranch anymore, but Town was not really irrigating anyway. MacDonald described irrigation infrastructure planned in McCormick Ranch by Sheep Mountain. The discussion became focused on Lake Irwin. Miller said they were working on piecing together easements that would be discussed during Executive Session. Miller provided background related to the water right as back up from the Slate River.

### **EXECUTIVE SESSION**

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

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

The Council went into Executive Session 8:49PM. The Council returned to open meeting at 9:14PM. Mayor Schmidt made the required announcement upon returning to open meeting.

### **PUBLIC HEARING**

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

Schmidt confirmed Miller felt there would be a substantial re-write to the ordinance. Sullivan would come forward with a new ordinance. The Council did not take any action.

### **LEGAL MATTERS**

- Sullivan referred to dialogue on the CML website regarding a marijuana hospitality business model. A person in the community brought it up to Bradley. Sullivan informed the Council that there was no need to adopt an ordinance banning a new category of hospitality licenses.
- There was a group that announced they would add legal firepower to pushing on CORA requests.

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

#### Will Dujardin

- He went to the OVLC Climate Subcommittee meeting. The subcommittee would present at the next OVLC meeting on how the conference went.
- He appreciated the intergovernmental dinner.

#### Chris Haver

- They had a Housing Authority meeting on the 12<sup>th</sup>.
  - They were continuing to set up the down payment assistance program.
  - An opportunity menu was being developed.
  - They would have a board retreat with the Housing Fund coming up in March.

#### Laura Mitchell

- There were discussions going on between Mountain Express and RTA regarding the new buildings.

#### Jim Schmidt

- The housing retreat would be on the 13<sup>th</sup> of March.
- He went to Mayors/Managers last Monday. MacDonald included a report on the meeting in the packet.

- He attended the meeting in Mt. Crested Butte, which was the first open house on the North Village. They were asking for input from people. They did not really discuss the number of units.
- He had a cemetery meeting. The Cemetery Committee wanted to present to the Council in a work session in June or July. There were projects that needed to be done every year. The committee felt more money should be budgeted.
- He mentioned the intergovernmental dinner. The Council briefly discussed the dispatch system and agreements.

#### Will Dujardin

- He went to the BOZAR guidelines review. They made changes to allow for more solar panels, but it did not seem like enough. Magner supported as many solar options as possible. MacDonald stated the guidelines would come before Council for their approval. Haver thought it was worth seeing what was proposed.

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

Schmidt brought up Cowherd's recommendation during Public Comment to write a letter about the cemetery. Schmidt asked if the Council deemed it appropriate to publish a letter of explanation, in addition to what was reported in the paper. Mitchell said the Council followed the guidelines. She suggested they leave the situation as is. Schmidt agreed with Mitchell.

Schmidt reiterated that he wanted to require all new buildings to have conduit installed to easily take care of an electric vehicle in the future. Mitchell recalled discussion on the costs for sprinkler systems as related to affordable housing.

Dujardin referred to forwarded communication from a constituent regarding a notice to quit in Anthracite Place. He thought they needed a conversation on the optics and what else could be done to remedy. He did not think the right thing was happening. Mitchell confirmed the Housing Authority had oversight. She recognized it was not the first time. She agreed the optics were poor. Bradley was concerned how restrictions worked in the community and how they fit. Magner wondered if the Housing Authority could get direction from the Council to give a little more leeway. Haver pointed out that only part of the story was out there. He said they could take it back to the board. Haver identified there was a delicate balance. Schmidt recalled an appeal that had happened. Mitchell said they needed to keep talking about it. Magner wanted to ask the Housing Authority to be gentler with their people. Dujardin saw there was a pattern developing that had to stop. Magner said it was more than optics; it was about how they treated people. Schmidt and Haver would take the Council's feedback to the board.

Dujardin was in favor of supporting all options to raise money for affordable housing. Actions taken at the last meeting were deflative and would not lead to substantial solutions. He felt it was easy to make the move when he was gone. Bradley clarified why the action was made. Both Merrill and Magner elaborated.

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

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

Schmidt mentioned the retreat coming up next Tuesday, the next Council meeting, and the upcoming work session.

Magner asked MacDonald if she had information on what the Council wanted to discuss on March 9<sup>th</sup>.

### **EXECUTIVE SESSION**

Schmidt read the reason for Executive Session: for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

Bradley moved and Haver seconded a motion to not go into Executive Session. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

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

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

Magner recused herself from Executive Session, and she left the meeting. The Council went into Executive Session at 10:06PM. The Council returned to open meeting at 10:52PM. Mayor Schmidt made the required announcement upon returning to open meeting.

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 10:53PM.

---

James A. Schmidt, Mayor

---

Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

March 2, 2020

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **ACB (Artists of Crested Butte) Art Market Special Event Application**  
**Date:** February 24, 2020

---

---

### **Summary:**

Heather Bischoff and Adam Freed, from Artists of Crested Butte, proposed the ACB Art Market to run Sundays in the Zero Block of Elk Avenue. The Art Market is a weekly street art festival hosting a variety of local artists. The original intent was for the Art Market to be run in conjunction with the Crested Butte Farmers Market. The dates proposed for the Art Market are Sundays starting June 14<sup>th</sup> to September 20<sup>th</sup>, 2020, except for August 2<sup>nd</sup> during the Arts Festival. The Zero Block of Elk would be closed from 7AM to 4PM on Sundays to allow for set up and take down.

### **Recommendation:**

To approve the ACB Art Market special event application as part of the Consent Agenda.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

Name of Event: ACB Art Market  
 Date(s) of Event: Sundays June 14<sup>th</sup> - September 20<sup>th</sup> (omit 8/2 AAsfest)  
 Location(s) of Event: Zero Block of Elk Avenue

Map Attached Showing Location of Event *Attach map showing location of event*

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.):*

Event Schedule and Description of Event Attached

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

*Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Good Standing Certificate.*

Event Time(s) (start time of scheduled event to end time of scheduled event each day):

Date	Time: From	To
<u>June 14, 21, 28</u>	<u>10am</u>	<u>2pm</u>
<u>July 5, 12, 19, 26</u>	↓	↓
<u>Aug 9, 16, 23, 30</u>	↓	↓
<u>Sept 6, 13, 20</u>	↓	↓

Total Time (including setup, scheduled event, breakdown, and clean up):

Date	Time: From	To
<u>June 14, 21, 28</u>	<u>7am</u>	<u>4pm</u>
<u>July 5, 12, 19, 26</u>	↓	↓
<u>Aug 9, 16, 23, 30</u>	↓	↓
<u>Sept 6, 13, 20</u>	↓	↓

Expected Numbers: Participants: 10 - 20 vendors Spectators: 100

Name of Event Organizer: Heather Bischoff

Phone: \_\_\_\_\_ Cell Phone: 518-573-3151

E-Mail: artistsofcrestedbutte@gmail.com Fax Number: \_\_\_\_\_

Name of Assistant or Co-Organizer (if applicable): Adam Freed - Crowd Control  
- Fire Watch Personnel

Phone: 349-6800 Cell Phone: 596-9123 E-Mail: adamandkathy@adelphia.net

Mailing Address of Organization Holding the Event: PO BOX 1702  
CB, CO 81224

Email Address of Organization: artistsofcrestedbutte@gmail.com Phone Number: 251-5110

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

(a) Do You Intend to Sell or Serve Alcohol?  Yes  No

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Is Proof of Insurance Attached?  Yes  No

Will send renewal ASAP : May 2019 ✓  
Received  
LMS

3. ROAD CLOSURES, PARKING/HANDICAPPED PARKING, BUS SERVICE:

Will Your Event Require Any Road Closures?  Yes  No

If Yes, Explain in Detail Streets Closures and Times of Closures:

Streets: Elk Ave, Zero Block Date see pg 1 Time: From see pg 1 To see pg 1

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

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

If Yes, Explain Impact (include times): \_\_\_\_\_  
\_\_\_\_\_

Will Your Event Affect Any Handicapped Parking Spaces?  Yes  No

If yes, you must work with the Marshal's Department to create temporary handicapped parking spaces for the duration of your event.

Describe Plan for Parking: Parking will be offset to side streets & the free lot at 1st & Elk. Encourage patrons to use Mtn. Exp and walk. Vendors park remotely

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Your Event Include a Parade?  Yes  No

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

\_\_\_\_\_  
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: acoustic/small groups at top of Elk

Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Residents and Businesses within 250' of the proposed event must receive written notification (7) days prior to the start of the event.

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: Posting Flyers and talking to neighbors/businesses prior to event each week.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? Minimal - none

What recyclable products will be generated at the event? minimal - none

\_\_\_\_\_

**Describe Your DETAILED Plan for Trash, Recycling and Clean-Up. (All events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event.) Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from Waste Management, please contact them directly at (970) 641-1986. Note: Any event application without a detailed recycling and refuse plan will not be accepted as a complete application:**

Vendors are responsible for hauling their own trash/recyclables.  
No plastic bag policy is enforced.

**Describe Plan for Portable Toilets and/or Restrooms. (Include Number of Portable Toilets and Plan to Restore Bathrooms to Original State following your event): (Required: 1 Portable Toilet to Every 40 Attendees)**

Public restrooms are available at 2nd & Elk & 3rd & Elk.

**6. SALES TAX:**

**Have you paid sales tax from your event last year?**  Yes  No  
*If No, you must pay delinquent sales tax before your special event application will be considered.*

**Will You Be Selling Products (food, drink, or merchandise) At Your Event?**  Yes  No  
**If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application with a List of Vendors to the Clerk's Office.**

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

**7. BANNER PERMITS:**

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

**Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event?**  Yes  No

Town Manager Approval: \_\_\_\_\_

Please review your application and make sure all questions are answered. Read, sign, and date the following.....prior to submitting your app.

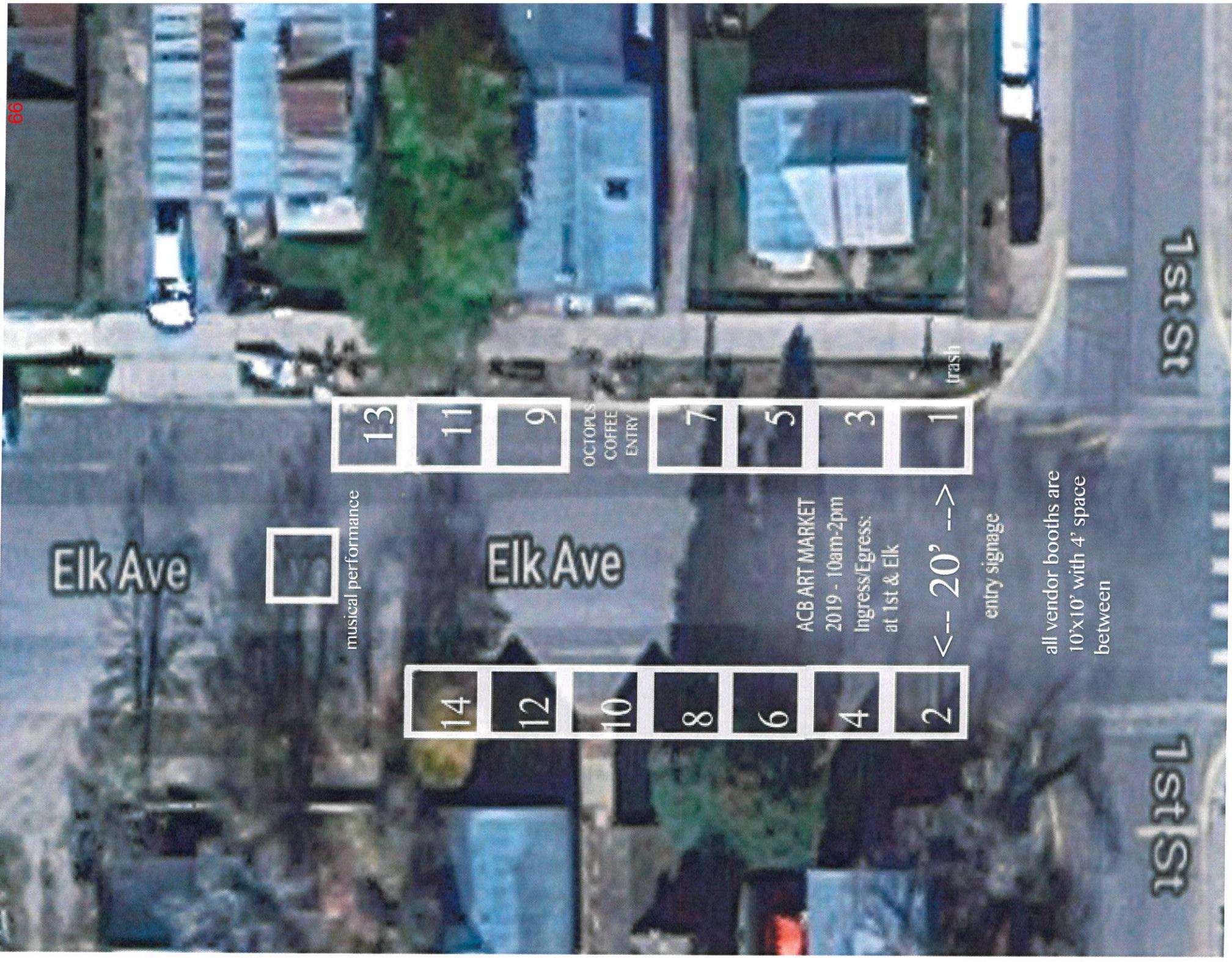
**8. PLEASE REVIEW, SIGN, AND DATE:**

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Indemnitor") hereby acknowledge and agree to the following: (i) Releasor/Indemnitor assume all risk of injury, loss or damage to Releasor/Indemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Indemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Indemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands, including any third party claim asserted against the Town, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any way related to the permitted use, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

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

Heather Bischoff / [Signature]  
 Print Name Clearly / Signature of Applicant (Permittee)

1/27/20  
 Date



Elk Ave



musical performance

Elk Ave

ACB ART MARKET  
2019 - 10am-2pm  
Ingress/Egress:  
at 1st & Elk

<-- 20' -->

entry signage

all vendor booths are  
10'x10' with 4' space  
between

- 13
- 11
- 9
- OCTOPLS  
COFFEE  
ENTRY
- 7
- 5
- 3
- 1

trash

1st St

1st St

# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## DIAGRAM OF EVENT SETUP

PLEASE USE GOOGLE MAPS OR THIS FORM TO SHOW THE SETUP OF EVENT/VENUE:  
 MUST INCLUDE A DETAILED DIAGRAM OF TENTS, TABLES, RESTROOMS/PORTA POTTIES, VENDOR SIGNAGE,  
 BOOTHS, STAGE, PARKING, GARBAGE/RECYCLING, LIQUOR BOUNDARIES AND SECURITY (FENCING FOR  
 LIQUOR BOUNDARIES, ENTRANCE/EXIT POINTS, AND EGRESS.

performer  
 11am-1pm

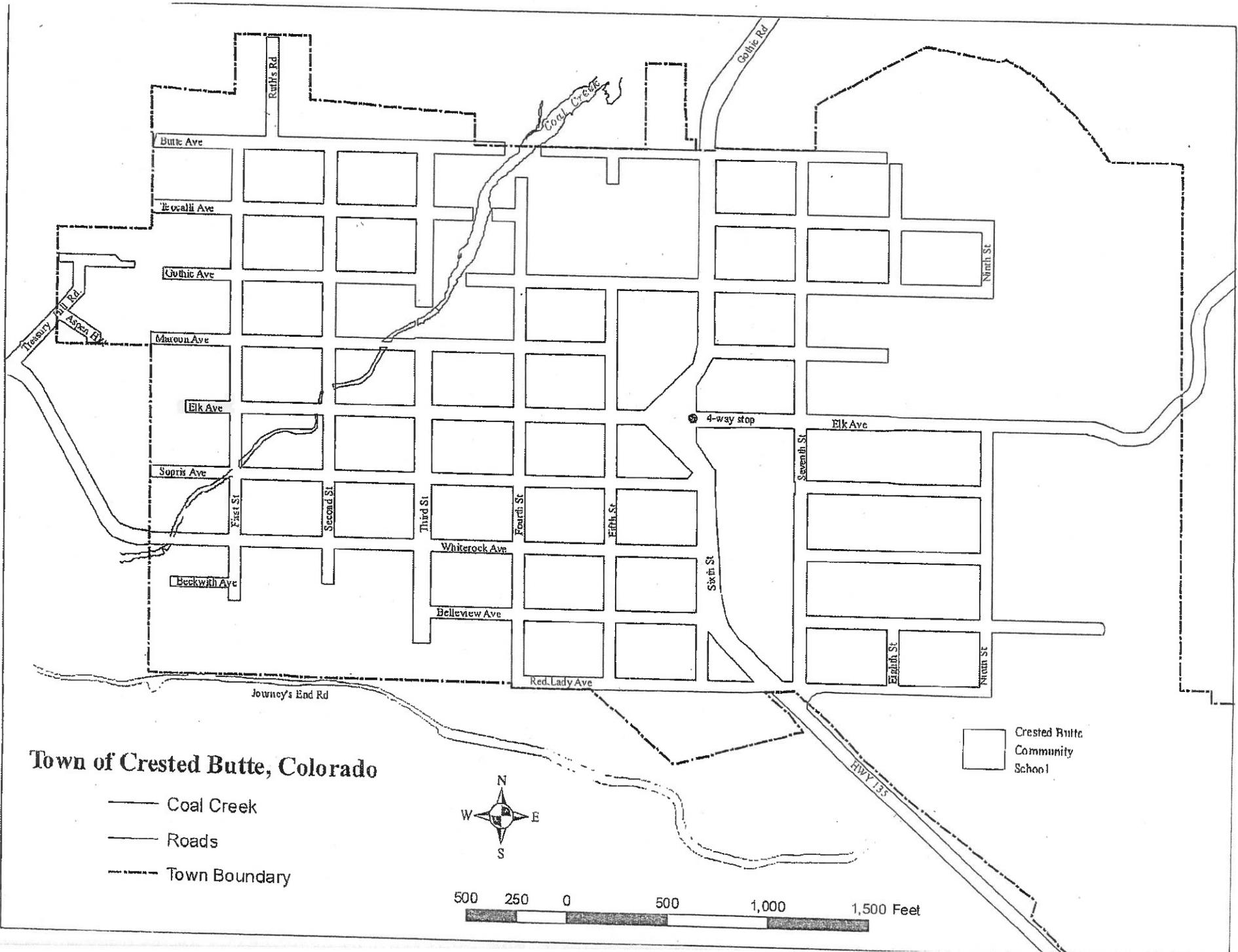


ACB ART MARKET  
 2019 - 10am-2pm  
 Ingress/Egress:  
 at 1st & Elk

OCTOPUS  
 COFFEE  
 ENTRY

trash

entry signage



SPECIAL EVENT: ACB ART MARKET (SUNDAYS 6/14-9/20, 2020) EXCEPT 8/2/2020

DEPARTMENT APPROVALS *(For Official Use Only)*

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

**MARSHALS:**

Conditions/Restrictions/Comments:

Ok per CBMO.

Michael Reily

2/6/2020

---

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

No comments

Shea D Earley

2/4/2020

---

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

OK

Janna Hansen

1/5/20

---

Signature

Date

DEPARTMENT APPROVALS *(For Official Use Only)*

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

**TOWN CLERK:**

Conditions/Restrictions/Comments:

Lynelle Stanford

2-19-2020

---

Signature

Date

**TOWN MANAGER:**

Conditions/Restrictions/Comments:

Application  
One Day Banner

Dara T. MacDonald

02.19.2020

---

Signature

Date

**CRESTED BUTTE FIRE PROTECTION DISTRICT:**

Conditions/Restrictions/Comments:

Good luck with your event.

Ric Ems

2/19/20

---

Signature

Date

DEPARTMENT APPROVALS *(For Official Use Only)*

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

**MT. EXPRESS BUS SERVICE:**

Conditions/Restrictions/Comments:

No impact on Mountain Express

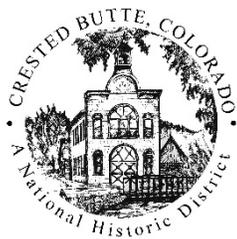
Chris Larsen

2/4/20

---

Signature

Date



## Staff Report

March 2, 2020

**To:** Mayor Schmidt and Town Council

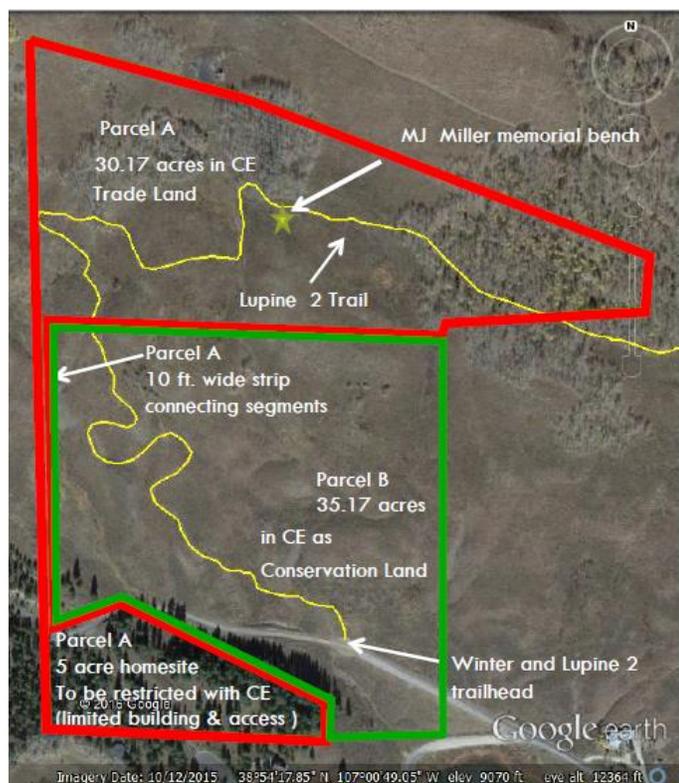
**From:** Mel Yemma, Planner I

**Thru:** Michael Yerman, Community Development Director

**Subject:** **Open Space Budget Amendment Request for \$4,000 for the Slate River Trailhead Master Planning Project**

**Background:** As part of the Gunnison County Sustainable Tourism and Recreation (STOR) Committee, a subcommittee comprised of the Crested Butte Land Trust, Crested Butte Nordic, Gunnison County, and the Town of Crested Butte was formed to determine parking, signage and recreation management improvements for the Peanut Lake Road Corridor. This resulted in new signage last summer, and additional winter signage and parking improvements that will occur this year.

This subcommittee then expanded its scope to additionally focus on the Slate River Trailhead (the Kikel Parcel/Lupine 2 Trailhead/Slate River Winter Trailhead), as better managing outdoor recreation in the Slate River Valley is a high priority for the STOR committee. The STOR committee overall views the Slate River Valley as a priority location that could benefit from updated infrastructure to address increasing recreational demand, in both the summer and winter.



The Town of Crested Butte holds the conversation easement on the Kikel B Parcel (outlined in green on the left), where the Slate River Trailhead is located, and additionally purchased the Kikel A Parcel from the Crested Butte Land Trust in 2019 (outlined in red). In partnership with the Crested Butte Land Trust, Crested Butte Nordic, and Gunnison County, the Town overall has a vested interest in the Slate River trailhead.

The STOR committee allocated \$15,000 of their GOCO stewardship impact grant to help fund a master planning process for this trailhead. The Slate River Trailhead is the primary entrance to the Slate River Valley, and the goal of this committee is to turn this area into the gateway to the valley to provide necessary information, guidelines on sustainable use, parking, a restroom, and other potential amenities for both summer and winter use. This trailhead also has noticeable issues with parking and congestion in the winter.

Because of the popularity of this area by multiple user groups, the patchwork of landownership and land management in the area, and overall strong community sentiment of the Slate River Valley, the subcommittee and STOR committee decided to utilize a third-party design firm to develop the master plan for this trailhead with an inclusive planning process.

There is a \$10,000 funding gap between the STOR committee allocation and the budget to complete this project, and the subcommittee is hoping to fill this gap with contributions from the Town, Gunnison County, and the Crested Butte Land Trust. Because the Town holds the conservation easement on this parcel, and has been actively partnering with the Crested Butte Land Trust on land and recreation management plans, Town staff recommends and requests a \$4,000 budget amendment to the Open Space Maintenance budget to accommodate this important project. The attached proposal from the Crested Butte Land Trust outlines the project in more detail and provides the proposed budget for the project.

**Recommendation:** To approve the Open Space budget amendment request for \$4,000 for the Slate River Trailhead Master Planning Project, as part of the consent agenda.

## Slate River Trailhead Redesign Planning Project

March 2, 2020  
Town of Crested Butte  
Crested Butte Land Trust  
Gunnison County  
Crested Butte Nordic

The Slate River Valley (“Valley”) is the iconic backdrop for the Town of Crested Butte and a go-to location for recreation during all four seasons. The prominent peaks, rivers, trails, roads and campsites are easily accessible from the backdoor of Crested Butte, making the Valley one of the most heavily used recreational areas in Gunnison County. Despite the high visitation numbers, the Valley lacks the necessarily infrastructure to accommodate the growing recreational demand. Most noticeable is the absence of an organized trailhead at the entrance to the Valley - one that could provide information, guidelines on sustainable use, parking, a restroom, and other necessary amenities for summer and winter use.

The Sustainable Tourism and Outdoor Recreation Committee (STOR) has prioritized the Slate River Valley as a region that could benefit from updated infrastructure to address increasing recreational demand in the area. STOR is providing funds to help get this project off the ground. Owing to the strong community ownership in the area and use by multiple user groups, STOR thought that it would be appropriate to involve a planning process and use a third-party design firm to lead the community involvement phase.

As an important location for visitors and residents, we are asking the Town to contribute \$4,000 to the planning process. The goal of this process is to identify what types of infrastructure improvements the community supports, location of improvements and what types of messaging would be most impactful to promote sustainable use in the area. Improvements will address recreational use at the trailhead during all seasons.

<b>Slate River Trailhead Redesign Planning Budget</b>					
<b>Task</b>	STOR – Stew Fund	Gunnison County	Town of CB	CB Land Trust	TOTAL
Task 1 – Project Kick-off and Discovery	\$3,880				\$3,880
Task 2 – Stakeholder Meetings	\$5,560				\$5,560
Task 3 – Public Outreach	\$5,560				\$5,560
Task 4 – Master Plan and Conceptual Design Finalization		\$1,000	\$4,000	\$4,390	\$9,390
Reimbursables (Mileage and Printing)				\$500	\$500
<b>Sub Totals</b>	<b>\$15,000</b>	<b>\$1,000</b>	<b>\$4,000</b>	<b>\$4,890</b>	<b>\$24,890</b>
<b>TOTAL:</b>	<b>\$24,890</b>				



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** March 2, 2020

### Town Manager

- 1) CML Policy Committee updated recommendations – Attached for your information are the latest recommendations of positions for CML to take on a variety of bills currently being considered in the legislature. Once again, quite a lot of activity in our statehouse.

### Public Works

- 1) Water System Lead Update
  - a. Town staff have completed all of the required public outreach and education requirements that were mandated by CDPHE (Colorado Department of Public Health and Environment).
  - b. Town staff will be working with JVA Engineers to complete the OCCT (Optimal Corrosion Control Treatment) recommendation that is due to CDPHE in June of 2020.
  - c. Currently, staff have received relatively few calls regarding this issue. The majority of those calls have pertained to acquiring information on sampling water within a person's building.
- 2) Water Treatment Plant Improvements Project  
 Town Staff performed an inspection of the WTP Improvements Construction Project with members of CDPHE on 2/26/2020. I am happy to report that there were no issues or items that needed to be addressed during the inspection. Town Staff is awaiting the completion of one, final punch list item by the general contractor, Moltz Construction. Once complete, a notice for final payment will be issued in the paper and a resolution will be presented before council at the April 6<sup>th</sup> Council Meeting

### Marshals

- 1) To update the statistic missing from the 2019 Annual Report.  
 Alcohol Offense Citations  
 (2017) 9      (2018) 7      (2019) 5
- 2) In cooperation with the Center for the Arts, the Marshal's Office hosted a Junior Forensics Laboratory which Cynthea Gunderson presented to 7 enthusiastic junior investigators.

### Parks & Rec

- 1) The Parks Crew will have the irrigation smart clocks up and running this spring. This system will detect leaks, adjusts schedules based upon weather to irrigate only when needed, report on total irrigation time and water usage, allow for remote management of irrigation controllers from personal cell phones, and will ultimately save water.

- 2) There will be a pre-bid meeting and site visit for the Hockey Changing Rooms Project on Tuesday, March 10<sup>th</sup> at 1:00pm at Town Hall and Big Mine Park.
- 3) The 2<sup>nd</sup> winter session of Gymnastics has begun and includes a new Parkour class for 9-11 year olds.

#### Community Development

- 1) The Town received a request from the Fenerty's for the purchase of their lot located at Lot 1 in the Red Lady Estates or 504 Red Lady Avenue. Their request for the purchase is attached. Town staff is recommending the sales price of \$26,500 which is consistent with the purchase price of the other Owners in Red Lady. **If the Council gives direction** to the Staff that they wish to consider this sale to the Fenerty's a Sales contract and Ordinance will be prepared for Council's consideration at an upcoming meeting.
- 2) BOZAR recommended adoption of the update to the Town's Standards and Guidelines to the Town Council on Tuesday night. First reading of these will come before the Council on March 16<sup>th</sup>. This update was a yearlong process with public input and many hours of review by BOZAR. At the Council retreat, the idea of a work session with BOZAR was brought up to discuss the Council's goals, the role of BOZAR, and the Standards and Guideline update. After checking with BOZAR's upcoming schedule Tuesday March 24<sup>th</sup> appears to be a date that may work for the Council and BOZAR. **Please provide direction if the Council would like to schedule this work session on March 24<sup>th</sup> at 6pm.**
- 3) BOZAR approved an ADU at 14 Gothic Avenue.
- 4) GCEA's Board of Directors officially voted Wednesday to change their net metering policy to allow for installations of up to 25kw (for single phase) and 50kw (for three phase) per meter. This policy change was advocated for by the Town to allow for additional solar arrays to be installed on Town owned buildings. The previous policy would have limited the Town's opportunities to install solar to a relatively few buildings. Town Planner Mel Yemma led the efforts to advocate for this policy change.
- 5) The Lottery for the unsold 1 bed room located in Phase 2 of the Paradise Park build will occur on March 6<sup>th</sup>. It appears there will be up to 4 qualified applicants.

#### Town Clerk

- 1) School break is the week of April 20<sup>th</sup> and it does not appear we will have a quorum for Council. **Would you like to cancel the meeting or reschedule for another time?**

#### Finance

- 1) January sales tax was down 3% versus January 2019. This excludes STR Excise Tax and the new Cigarette / Nicotine tax. Continuing the trend from 2019, the categories growing best include utilities, construction and grocery. Lodging, retail and bars / restaurants were all down versus 2019. This is likely due to grow over issues related to the great snow and new EPIC Pass last year. Town collected nearly \$12,000 from the new Cigarette / Nicotine tax. Five vendors submitted.

<b>BUSINESS TYPE</b>	<b>Jan-20</b>	<b>Jan-19</b>	<b>\$ Diff</b>	<b>% Diff</b>
BARS/REST	\$108,295	\$113,508	(\$5,213)	-5%
RETAIL	\$64,645	\$70,852	(\$6,207)	-9%
GROCERY	\$39,879	\$38,212	\$1,666	4%
LODGING	\$33,494	\$39,992	(\$6,498)	-16%
OTHER / UTILITIES	\$31,423	\$26,415	\$5,008	19%
CONST/HRDWR/AUTO	\$22,817	\$21,776	\$1,041	5%
RETAIL:MMJ	\$10,762	\$10,793	(\$31)	0%
SERVICE	\$9,706	\$10,141	(\$435)	-4%
<b>Total</b>	<b>\$321,020</b>	<b>\$331,731</b>	<b>(\$10,711)</b>	<b>-3%</b>
STR EXCISE TAX	\$17,674	\$23,385	(\$5,711)	-24%
CIGARETTE / NICOTINE TAX	\$11,692	na		

#### Intergovernmental

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

#### Upcoming Meetings or Events

Monday, March 9<sup>th</sup>, 6:00 p.m. Council work session on possible funding mechanisms for affordable housing and climate action, Council Chambers

Wednesday, May 13<sup>th</sup> 5:00 – 6:30 – Meet with Chamber Visitor Center staff

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

## Policy Committee Recommendations

---

### Annexation: County Impacts from Municipal Annexation

SB 147 substantially modifies and changes the municipal annexation statute in title 31. Of note, major changes identified in the proposed legislation include:

1. Under current law, municipal annexation requires 1/6 contiguity in order for a parcel of land to be considered for annexation. SB 147 doubles the contiguity requirement to 1/3. This will significantly limit municipal authority to annex, creating a burden on property owners.
2. Would prohibit any annexation from crossing a county road or other county-owned property without consent from the county. This may severely limit an annexation and negatively impact a landowner who has requested to be annexed into the municipality.
3. Currently, municipalities adopt and regularly update a so-called "three mile plan" as a pre-requisite to annexation. SB 147 requires that the municipality put into place a comprehensive annexation plan for the area, and that the plan be adopted at least two years in advance of any annexation. It is unclear if the current requirement of a three mile plan and the new comprehensive plan would be duplicative of one another or two separate requirements.
4. As a new proposal, if at least 1/3 of the land proposed to be annexed has been used for agricultural purposes within the last three years, a county may challenge the annexation.
5. Under the proposed language, counties would be given authority to veto any county-owned land in an annexation absent an IGA. The bill also contains language suggesting that counties may use this power to force municipalities to enter into an "operations and maintenance agreement" before any county-owned facility can be annexed (this is not an enforceable principle and may result in additional litigation between the two parties).
6. SB 147 would require that an IGA between a municipality and county first be settled before a property owner may petition for annexation. This ultimately forces property owner to be responsible for the county-municipality IGA.

For several years, elected officials at the local level have successfully resolved disagreements surrounding proposed annexation. SB 147 proposes to make sweeping changes to the annexation statute without a significant demonstrated need. Prior to introduction, CML and its membership was not notified or consulted on the necessity for statewide legislation, and believes that if changes are to be made, robust conversations between stakeholders needs to occur.

**Staff recommendation: Oppose.** *Lobbyist: Brandy DeLange.*

**COMMITTEE RECOMMENDATION: OPPOSE**

### **Courts: Colorado Rights Act**

Municipalities are currently subject to liability for damages and attorney fees when sued for civil rights violations under federal law which are often called Sec.1983 actions. HB 20-1287 is designed to go much further. The bill will drastically increase legal expenses, liability exposure, and insurance costs for all municipalities. HB 20-1287 allows plaintiffs to sue for any type of alleged violation of the Colorado Constitution, not just civil rights violations, thereby subjecting municipalities to a much broader range of damage and attorney fee claims for state constitutional violations than is true under current federal law. Additionally, HB 20-1287 removes the qualified immunity defense for municipal officials in state court actions under this bill (particularly for police officers), far more claims and lawsuits are likely to occur, and much higher settlements, damage awards, and attorney-fee payouts will occur.

**Staff Recommendation: Oppose.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: OPPOSE**

### **Criminal Justice: 72-hour Grace Period Before an FTA Warrant is Issued**

HB 20-1123 mandates that a court must wait 72 hours to issue a bench warrant when an individual fails to appear in court, subject to a few narrow exceptions. As introduced, the bill does not currently apply to municipal courts; however, the proponents plan to amend the bill to remedy that. In addition to the policy and public safety concerns, CML believes that home rule municipalities have full authority over their municipal courts per Art. XX of the Colorado Constitution and that HB 20-1123 intrudes upon that authority.

**Staff Recommendation: Oppose.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: OPPOSE**

### **Criminal Justice: Scholarship for P.O.S.T. Training**

HB 20-1229 authorizes the Peace Officers Standards and Training (P.O.S.T.) Board to establish a scholarship program for law enforcement agencies in rural and smaller jurisdictions with limited resources due to their size or location. The program will assist the agencies with the payment of tuition costs for peace officer candidates to attend an approved basic law enforcement training academy.

**Staff Recommendation: Support.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: SUPPORT**

### **Economic Development: Rural Arts Grant Program**

HB 20-1223 creates the rural arts grant program in the creative industries division within the office of economic development, to provide grants to artists to enhance rural prosperity through the arts and creative sector. To be eligible to receive a grant through the grant program, the artist or artists must live and work outside of the scientific and cultural facilities district and work with a qualified governmental or nonprofit organization that will serve as the artist's sponsor in submitting a grant application. The division is required to implement and administer the grant program and award grants from the money annually appropriated by the general assembly for the grant program. The division is also required to promulgate rules for the implementation and administration of the grant program. The legislation also appropriates

\$50,000 each year to support the program.

**Staff Recommendation: Support.** *Lobbyist: Morgan Cullen.*

**COMMITTEE RECOMMENDATION: SUPPORT**

#### **Employment: Lawful Off-Duty Activities**

HB 20-1089 amends a statute what was originally adopted in 1990 and was designed to prohibit employers from discriminating against employees on the basis of the employee's "lawful" off-duty activities. The bill is intended to overturn the Colorado Supreme Court case of Coats v. Dish Network and say that employers cannot discipline or terminate an employee for off-duty use of medical marijuana. HB 20-1089 goes beyond medical marijuana and applies to recreational marijuana as well. There is language currently in statute that will not be affected by the bill which states that employers can have the requirement if the employee is subject to federal requirements. When Colorado voters approved the use of medical marijuana in 2000 and recreational marijuana in 2012, both constitutional amendments preserved the right of employers to control the use of marijuana by employees. Ultimately, CML believes this decision should remain with the local employers and would like to see local employers eligible to drug test and enforce their own employment policies regarding drug use.

**Staff Recommendation: Oppose.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: OPPOSE**

#### **Housing: Dispute Resolution Fairness**

SB 20-093 makes a number of changes to the dispute resolution statute. One of the most significant changes affects language that was negotiated and agreed upon in HB 18-1289 regarding arbitration prior to construction defect litigation. CML was supportive of that negotiated language as we supported construction defect reform in order to boost the development of owner occupied attached housing, particularly condominiums. SB 20-093 lists a number of prohibitions in form contracts. CML opposes any effort to undermine the progress made around construction defects reform.

**Staff Recommendation: Oppose unless amended.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: MONITOR WHILE SEEKING AMENDMENTS**

**(THE CML BOARD VOTED TO OPPOSE UNLESS AMENDED).**

#### **Housing: Basic Life Functions in Public Spaces**

HB 20-1233 is the latest version of the Homeless Bill of Rights. The bill prohibits municipalities from restricting any person from conducting what is referred to as basic life functions in a public space. Basic life functions are defined as sitting, standing, leaning, kneeling, sleeping, lying down, eating, and sheltering oneself in a nonobstructive manner. The bill would allow plaintiffs to sue for damages and attorney fees to enforce the law. A new addition to the legislation this year is that the bill states that a municipality cannot enforce an ordinance that restricts an individual from occupying a recreational vehicle or any other motor vehicle as long as the motor vehicle is legally parked on public property or parked on private property with the permission of the property owner.

**Staff Recommendation: Oppose.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: OPPOSE**

**Housing: Construction Defects Statute of Limitations**

SB 20-138 increases the statutory limitation period for actions based on construction defects from six years to ten years. It also allows a pause of the limitation period on any statutory or equitable basis and requires a pause until the claimant discovers not only the construction defect, but also its cause. For the last several years, CML has taken a consistent position against any legislation that could halt the progress made in the construction of owner-occupied attached housing.

**Staff recommendation: Oppose.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: OPPOSE**

**Housing: Mobile Home Park Act Updates**

HB 20-1196 updates Colorado's existing Mobile Home Park Act (MHPA). The bill is a follow up to the new Dispute Resolution and Enforcement Program from last year's HB 19-1309, which CML supported because it gave municipalities more authority to set regulations for mobile home parks. HB 20-1196 gives manufactured home owners more rights around tenant issues such as evictions and retaliation, plus a public mechanism to have violations investigated and resolved. The issue of tenants' rights in mobile home parks has been an issue that's been brought to local governments to solve. HB 20-1196 provides clarity and dispute resolution options for issues that would otherwise be brought to the attention to cities to resolve.

**Staff Recommendation: Support.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: SUPPORT**

**Housing: Opportunity to Purchase**

HB 20-1201 sets up mechanisms to provide manufactured home residents the opportunity to purchase a mobile home park that is for sale. The process includes transparency and notification requirements as well as allows residents to assign their purchase right to a municipality, housing authority, or non-profit. Colorado is in the midst of an affordable housing crisis and HB 20-1201 allows for the preservation of necessary affordable housing in local communities.

**Staff Recommendation: Support.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: SUPPORT**

**Immigration: Prohibition Courthouse Civil Arrest**

SB 20-083 protects an individual from a civil immigration arrest while the person is present at a courthouse or on its environs, or while going to, attending, or coming from a court proceeding. The bill is specifically motivated by a desire to prevent civil immigration arrests by ICE agents in and around court facilities. A judge or magistrate may issue a writ of protection to prohibit a civil arrest. As introduced, CML had a number of concerns with the legislation including problems with implementation and the legality of a municipal court judge prohibiting federal immigration officers from arresting someone. Staff met with the bill sponsor and the proponents to amend the legislation to narrow the number of municipal courts that are

affected by the provision that requires law enforcement track officers that enter the court. That amendment was adopted by the Senate Judiciary Committee and therefore staff is recommending a neutral position.

**Staff Recommendation: Neutral.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: MONITOR**

### **Immigration: U-Visa Certification Requirements**

"U-Visa" is a special category of visas that are set aside for victims of crimes in the United States—and their immediate family members—who are also willing to assist law enforcement in the investigation of the criminal activity. The visa permits the victims to stay in the U.S. where they normally would not be able to do so. To receive the visa, a petition for the U visa must also contain a "certification of helpfulness" from a certifying agency such as local law enforcement. HB 20-1088 establishes timelines around the certification of U Visas and puts a number of requirements on law enforcement and prosecutors. CML has concerns with the shorter timeline of 30 days to create the certification of helpfulness and well constraints the bill puts on law enforcement and city attorneys. CML is hopeful that the bill sponsor will continue to work on reasonable amendments.

**Staff Recommendation: Neutral.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: NEUTRAL**

### **Immigration: Liability of Local Governments**

HB 20-1188 makes several exceptions to the prohibition on law enforcement to arrest someone on a civil immigration detainer which was adopted just last year in HB 19-1124. The exemptions include:

- if the person was ordered deported or removed from the United States
- has been convicted of specified federal crimes related to improper entry or reentry into the United States,
- has been convicted of a felony in Colorado

The bill also requires law enforcement to notify the federal immigration and customs enforcement (ICE) of the date and time of the person's release from custody and to detain that individual for up to 48 hours. Most importantly, HB 20-1188 creates a civil remedy against a law enforcement officer's employing agency if a law enforcement officer does not notify ICE or detain an immigrant per the legislation and that person then commits a crime. The victim of the crime is entitled to compensatory damages up to \$700,000.

**Staff recommendation: Oppose.** *Lobbyist: Meghan Dollar.*

**COMMITTEE RECOMMENDATION: OPPOSE**

### **Meetings and Records: Email Communications & Open Meetings Law**

Under current provisions of the Open Meetings Law (OML) if elected officials use e-mail to discuss pending legislation or other public business among themselves, the e-mail constitutes a meeting subject to OML requirements. The bill clarifies existing statutory provisions to specify that e-mail communication between elected officials: related to scheduling and

availability, e-mail for the purpose of forwarding information, responding to an inquiry from an individual who is not a member of the state or local public body, or posing a question for later discussion by the public body, does not constitute a meeting for OML purposes.

**Staff Recommendation: Support.** *Lobbyist: Heather Stauffer.*

**COMMITTEE RECOMMENDATION: SUPPORT**

**Natural Resources and Environment: Increased Protections from Emissions of Air Toxic Emissions**

HB 20-1265 directs the Air Quality Control Commission to promulgate rules to regulate emissions of hazardous air pollutants referred to "covered air toxics". At least every five years beginning in 2026, the commission will review the best available science and adjust, as necessary to protect public health, the list of covered air toxics and their associated emission levels. The commission will:

1. Regulate covered air toxics more strictly than is required by the federal clean air act;
2. Require covered facilities to monitor their emissions of covered air toxics;
3. Set health-based emission limits for covered air toxics if no such limit exists under state or federal law; and
4. Establish a real-time community alert system for "incidents", which are unauthorized emissions of an air pollutant from a covered facility.

Additionally, if an incident occurs, an alert will be sent to the public, affected local governments and emergency response teams, and other community entities.

**Staff recommendation: Neutral.** *Lobbyist: Brandy DeLange.*

**COMMITTEE RECOMMENDATION: NEUTRAL**

**Public Safety: Hazard Mitigation Grant Program**

HB 20-1142 creates a hazard mitigation enterprise that would be authorized to collect a .05% fee on insurance premiums. The enterprise would provide technical outreach and education to local governments on hazards mitigation. Additionally, funds collected by the enterprise would be applied to a grant program would provide local governments the ability to apply for matching funds for federal grants that would address hazard mitigation measures. As originally drafted, HB 1142 explicitly reference local land use and building codes as areas for hazard mitigation via the Department of Public Safety. CML requested that the bill sponsor remove these references and strictly focus on hazard mitigation as a broader concept.

**Staff recommendation: Support if amended.** *Lobbyist: Brandy DeLange.*

**COMMITTEE RECOMMENDATION: SUPPORT, IF AMENDED**

**Public Safety: Radio Communication Policies of Governmental Entities**

Any governmental entity, including municipalities, counties, special districts, school districts, and state agencies that encrypt their radio communications would be required to identify and adopt an encryption policy. While the governmental entity must supply unencrypted radios to members of the media, "reasonable restrictions" may be permitted in developed guidelines. Any standard that is perceived to be "unreasonable and burdensome" may not be permitted. Additionally, when developing an encryption policy, the governmental entity must consider

providing public access to unencrypted radios and providing an opportunity for members of the media and other organizations to provide input on the proposed policy. Finally, for a governmental entity that encrypts on or before December 2020 will be required to have an encryption policy in no later than January 1, 2021. For those encrypting after January 1, 2021, they must have a policy in place before encryption takes place. CML is meeting with the bill proponents to address concerns about the legislation, specifically the use of terms such as "reasonable and burdensome".

**Staff recommendation: Oppose.** *Lobbyist: Brandy DeLange.*

**COMMITTEE RECOMMENDATION: OPPOSE**

### **Public Safety: Backcountry Search and Rescue in Colorado**

SB 130 directs the Department of Natural Resources to conduct a study and develop recommendations on how to address the challenges associated with backcountry search and rescue. The bill also directs DNR and the workgroup to coordinate with local, state, and non-profit agencies involved in search and rescue efforts to provide training related to the needs of backcountry search and rescue volunteers, this may include developing a grant program for local government agencies.

**Staff recommendation: Support.** *Lobbyist: Brandy DeLange.*

**COMMITTEE RECOMMENDATION: SUPPORT**

### **Records: Extend the time to comply with CORA requests when the request is made for "commercial purposes".**

The bill extends the time that public entities have to reply to CORA requests made for a "commercial purpose" to 21 days. The bill defines "commercial purpose" as use of any part of a public record, or information derived from public records, for sale, resale, or solicitation or advertisement for sales or services. The bill specifically exempts requests made by new media, and non-profit, scientific, or academic organizations. The bill also allows a public entities custodian to charge a fee above the thirty dollars currently listed in statute for research and retrieval in response to a request for public records for commercial purposes.

**Staff Recommendation: Support.** *Lobbyist: Heather Stauffer.*

**COMMITTEE RECOMMENDATION: SUPPORT**

**(THE CML BOARD VOTED FOR STAFF DISCRETION)**

### **Sustainability: Management of Single-Use Plastics**

HB 20-1163 prohibits stores and retail food establishments, on and after July 1, 2021, from providing single-use plastic carryout bags, single-use plastic stirrers, single-use plastic straws, and expanded polystyrene food service products (collectively "single-use products") to customers at the point of sale. The executive director of the department of public health and environment is authorized to enforce the prohibition. The legislation also imposes a statewide .10 cent fee on single-use paper grocery bags to encourage customers to use reusable bags. Under its current form, all of that additional money would be retained by the retailer. CML has been working with the bill sponsors to amend that bill that would allow the local government where the fee assessed to retain 60% of the fee's proceeds, while the retailer would retain the remaining 40%. The revenue from the fee could be used to support recycling, composting and other waste diversion or related education programs.

**Staff Recommendation: Staff Discretion to Support.** Lobbyist: Morgan Cullen.

**COMMITTEE RECOMMENDATION: SUPPORT**

**(THE CML BOARD VOTED TO OPPOSE UNLESS AMENDED).**

### **Transportation: Expand Authority For Regional Transportation and Local Government**

Current law allows municipalities and counties to join together to create regional transportation authorities (RTAs) to adopt regional taxes and fees in order to finance, construct, operate or maintain a regional transportation system. At present there are five RTAs operating in Colorado, all outside of the Denver metro area. HB 20-1151 allows transportation planning organizations (defined to include the five metropolitan planning organizations and six rural transportation planning organizations currently operating in Colorado) to likewise exercise the powers of RTAs by adopting a resolution. The resolution adopted must include an overview of the types of transportation systems the organization plans to provide as well as the boundaries of the proposed RTA - that can only include local governments that are members of the planning organization. Once a resolution is adopted, a planning organization would still be required to seek and obtain approval of the registered electors within the jurisdiction to finance the transportation system.

While CML has supported local and regional options for transportation in the past (including RTAs), the organization has also consistently supported a comprehensive statewide solution for transportation funding. A concern is if larger municipalities with a more robust tax base decide to finance their transportation systems at a regional level is that it could reduce public support for funding statewide solutions across the state. This could create a scenario where rural areas of the state and some of our smaller municipal members are effectively left behind in long-term infrastructure funding solutions.

**Staff Recommendation: Neutral.** Lobbyist: Morgan Cullen.

**COMMITTEE RECOMMENDATION: OPPOSE UNLESS AMENDED**

**(THE CML BOARD VOTED TO MAINTAIN PREVIOUSLY ESTABLISHED NEUTRAL POSITION)**

### **Transportation: Network-level Distracted Driving Technology**

HB 20-1227 requires telecommunications providers in Colorado to make network-level distraction control technology available to customers so that, at the customer's request, the provider can limit distracting content on an authorized user's mobile electronic device from the network level while the authorized user is driving.

**Staff Recommendation: Support.** Lobbyist: Morgan Cullen.

**COMMITTEE RECOMMENDATION: NEUTRAL**

### **Transportation: Robotic Delivery Devices**

SB 20-092 creates a regulatory framework for future deployment of robotic delivery devices in Colorado. While CML generally does not oppose regulatory guidelines for new technology, this bill in its current form will significantly prohibit local government's ability to provide additional regulations in the future. Historically, local governments have always maintained broad authority to regulate and restrict mobility devices particularly on their pedestrian right-of-ways. This legislation in its current form would prohibit any municipal regulations or

prohibitions of robotic delivery devices that restrict the time, place or manner in which they are implemented. Because these types of devices are still in their infancy and have not be widely deployed in a meaningful way, it is particularly important for local governments to maintain the authority necessary to implement necessary guidelines that will ensure for the general safety and welfare of their residents.

**Staff Recommendation: Oppose Unless Amended.** *Lobbyist: Morgan Cullen.*

**COMMITTEE RECOMMENDATION: OPPOSE UNLESS AMENDED**

#### **Transportation: Yield to Bicycles in Bicycle Lanes**

SB 20-061 creates a new traffic offense for failing to yield to vehicles traveling in a bicycle lane. The offense is a class A traffic offense unless the incident results in a crash or causes bodily injury, then it is careless driving and is punished under the careless driving offense. More municipalities across the state have begun to employ additional dedicated lanes for alternative forms of transportation. This legislation provides specific statutory protection and recourse for multimodal commuters. If the bill is adopted, municipalities may choose to adopt counterpart provisions in their own local traffic laws.

**Staff Recommendation: Support.** *Lobbyist: Morgan Cullen.*

**COMMITTEE RECOMMENDATION: SUPPORT**

#### **Water: Water Resource Financing Enterprise**

SB 20-153 creates the water resources financing enterprise. The enterprise provides financing to water providers (drinking water suppliers, wastewater treatment suppliers, and raw water suppliers) in the form of grants, loans and in-kind technical assistance in arranging third party financing. The fee is gathered by charging customers of drinking water suppliers, and raw water suppliers who provide raw water for treatment and use as drinking water. The fee is 25 cents per 1,000 gallons of drinking water delivered per month to an individual metered connection, collected after the first 4,000 gallons. CML is concerned that this bill will effectively charge customers of municipal drinking water utilities twice. Once for rates and fees associated with operating and maintaining their own drinking water systems, and again for the financing of other water projects which customers may not see any benefit from. Customers of large municipal water utilities, who are often self-financed through customer rates and fees, and who would not qualify for assistance through the enterprise, would be required to pay a disproportionate amount into the enterprise to finance other water utilities projects in addition to their own. **Staff Recommendation: Oppose.** *Lobbyist: Heather Stauffer.*

**COMMITTEE RECOMMENDATION: OPPOSE**



## Staff Report

March 2, 2020

**To:** Mayor and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Michael Reily, Chief Marshal

**Subject:** Resolution No. 5, Series 2020 - A Resolution of the Crested Butte Town Council Approving Amended and Restated Intergovernmental Agreement for the Gunnison/Hinsdale Combined Emergency Telephone Service Authority.

---

---

### Summary:

This staff report is a follow up to one previously reported to the Council on December 2, 2019 regarding the possibility of the Marshal's Office, Mt Crested Butte Police and the Crested Butte Fire Protection District (north valley emergency services) collectively switching dispatch services from Gunnison Regional Communications to Western Colorado Emergency Communications ("WestCO") in Montrose, Colorado. This potential move concerned Gunnison Dispatch use of outdated technology and operating systems which have caused operational safety issues in the north end of the valley as well as the high cost of their services. While the north valley emergency service agencies would benefit from switching to WestCO, the south valley agencies have concerns that if the north valley agencies leave, the \$230,000 loss in revenue will make funding Gunnison Dispatch challenging. They have also expressed concerns about continuity of communication among emergency response agencies.

### Previous Council Action:

The CB Town Council has signed intergovernmental agreements and appointed primary (Chief Reily) and alternate (Joe Dukeman) representatives to the Gunnison/Hinsdale Combined Emergency Telephone Service Authority ("E-911 Board") and the Gunnison Regional Communications ("Communications Board") boards where member agencies provided advisory recommendations to the city of Gunnison who runs the center.

### Background:

The north valley agencies have been voicing concerns regarding both operations and funding for Dispatch for a couple of years with no meaningful response from the City of Gunnison. The north end of the Gunnison Valley is geographically separated from the rest of Gunnison County as are our radio and telephone communications. These factors placed the Crested Butte Fire Protection District, Mt Crested Butte Police and the Marshal's Office in the position of being able to seek an alternative to Gunnison Dispatch. One option being considered was WestCO Dispatch service in Montrose. WestCO estimated our 2020 costs for their services would be

\$25,000-30,000; a substantial savings even considering we would need to upgrade to a more expensive compatible communications program interface.

**Discussion:**

When the north valley agencies provided a tangible plan for acquiring service elsewhere, the 911 and Communications Boards decided to restructure from an advisory board to a governance board. An IGA was drafted, edited and reviewed by counsel for the various entities and an agreement was made to combine the two boards into one Gunnison Regional Communications Center Board. The new board will give each contributing agency a vote rather than an advisory say for addressing county emergency communication needs including technology, system upgrades and funding. The agreed upon governance model for the Gunnison Regional Communications Center would have it run with an executive director reporting to an eight-member board comprised of full member agencies. The City of Gunnison would, for at least the first year, act as the HR and fiscal agent for the center but have no direct control beyond their one vote.

**Legal Implications:**

The Town Attorneys have reviewed the IGA and offered recommendations which were incorporated in the Gunnison Regional Communications Center IGA.

**Financial Implications:**

Several years ago, the dispatch board voted to increase fees over a five-year period to pay for additional Dispatch positions and to make some technology upgrades. Consequently, Crested Butte contributed approximately \$56k in 2018, \$65k in 2019, \$71k in 2020, an estimated \$82k in 2021 and an estimated \$106,000 in 2022 for dispatch services. These fees are exclusive of any costs associated with yet to be determined future system upgrades.

To switch dispatch services in 2021, the north valley agencies would have needed to make that request before March of 2020 so the WestCO board of directors could decide if they would accept us before working out their 2021 budget. With the information we have at this time the north valley agencies' decision to switch to WestCO, both financially and technologically, makes sense for our end of the valley but would have serious implications for the other members who would need to absorb that loss of revenue.

**Recommendation:**

At this time, the north valley agencies are recommending to their Boards and Councils that we sign the Gunnison Regional Communications Center IGA in anticipation of staying with Gunnison Dispatch through at least Dec 31, 2021. The north valley agencies recognize we do not live in a vacuum and understand the potential impacts on the other user agencies and Gunnison Dispatch in particular. The other agencies have asked the north valley agencies to stay on board to give them a chance to make timely upgrades to their technology through a new, more responsive governance model. While our options remain open, we support giving Gunnison Dispatch time to improve their services and would recommend signing the IGA with Gunnison Regional Communications Center.

**Recommended Motion:**

A Council member should make a motion, "to approve Resolution No. 5, Series 2020." Followed by a second and roll call vote.

**RESOLUTION NO. 5**

**SERIES 2020**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE UPDATED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN BOARD OF COUNTY COMMISSIONERS OF GUNNISON, THE BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY, THE CITY OF GUNNISON, TOWN OF CRESTED BUTTE, TOWN OF MT. CRESTED BUTTE, GUNNISON COUNTY FIRE PROTECTION DISTRICT, CRESTED BUTTE FIRE PROTECTION DISTRICT, TOWN OF PITKIN, BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY, LAKE CITY FIRE PROTECTION DISTRICT, AND GUNNISON VALLEY HEALTH BOARD OF TRUSTEES (TOGETHER "THE PARTIES").**

WHEREAS, the Gunnison/Hinsdale Combined Emergency Telephone Authority has been operating in portions of Gunnison, Hinsdale, and Saguache Counties pursuant to an Intergovernmental Agreement dated October 2, 1987 and revised Intergovernmental Agreement dated January 1, 1998; and

WHEREAS, the Parties wish to combine and place responsibilities and management of the City of Gunnison Communications Enterprise, the Gunnison Regional Communications Center, and the Gunnison Valley Communications Board under the umbrella of and within the powers of the Authority consistent with state statutes authorizing the same; and

WHEREAS, jurisdictional entities throughout Hinsdale, Saguache and Gunnison Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that a board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout the Gunnison Valley; and

WHEREAS, the member jurisdictions and residents of Hinsdale, Saguache and Gunnison Counties will benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point ("PSAP") providing services to the counties, municipalities, fire protection districts, and emergency medical service providers throughout the Gunnison Valley; and,

WHEREAS, the Parties wish to establish and maintain a PSAP located within the Gunnison Regional Communications Center; and

WHEREAS, the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, the Parties agree that the Gunnison/Hinsdale Combined Emergency

Telephone Service Authority shall be responsible for administering the operation of the emergency telephone service program serving portions of Gunnison, Hinsdale and Saguache Counties with a wired, wireless, VoIP telephone service or services within the PSAP boundaries, and

WHEREAS, the Parties are authorized pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, to cooperate and contract with each other; and

WHEREAS, the Parties are authorized pursuant to Article 11 of Title 29, C.R.S. to enter into agreements for the purpose of providing emergency telephone service; and

WHEREAS, the parties desire to enter into the Intergovernmental Agreement attached hereto as Exhibit A to embody their agreement.

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

**Authorization.** The Town Council hereby authorizes the Mayor to execute of the Intergovernmental Agreement between the Parties attached hereto as Exhibit A.

**Effective date.** The effective date of this resolution shall be immediately upon adoption.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 2<sup>nd</sup> DAY OF MARCH, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

(SEAL)

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

AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT FOR THE  
GUNNISON/HINSDALE COMBINED EMERGENCY  
TELEPHONE SERVICE AUTHORITY

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT replaces in their entirety the Intergovernmental Agreement dated October 2, 1987 and Revised Intergovernmental Agreement Concerning the Implementation of 911 Emergency Telephone Service dated January 1, 1998.

This AGREEMENT is made and entered into by and between the following parties:

- A. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, a body politic and corporate, hereinafter referred to as "GUNNISON COUNTY."
- B. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HINSDALE, a body politic and corporate, hereinafter referred to as "HINSDALE COUNTY."
- C. CITY OF GUNNISON, a municipal corporation, hereinafter referred to as "GUNNISON."
- D. TOWN OF CRESTED BUTTE, a municipal corporation, hereinafter referred to as "CRESTED BUTTE."
- E. TOWN OF MT. CRESTED BUTTE, a municipal corporation, hereinafter referred to as "MT. CRESTED BUTTE."
- F. GUNNISON COUNTY FIRE PROTECTION DISTRICT, a Colorado special district, hereinafter referred to as "GCFPD."
- G. CRESTED BUTTE FIRE PROTECTION DISTRICT, a Colorado special district, hereinafter referred to as "CBFPD."
- H. TOWN OF PITKIN, COLORADO, a municipal corporation, hereinafter referred to as "PITKIN."
- I. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SAGUACHE, a body politic and corporate, hereinafter referred to as "SAGUACHE."
- J. LAKE CITY FIRE PROTECTION DISTRICT, a Colorado special district, hereinafter referred to as "LCFPD."
- K. GUNNISON VALLEY HEALTH BOARD OF TRUSTEES, a Colorado non-profit corporation, hereinafter referred to as "GVHBT."

WITNESSETH:

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to Article 11 of Title 29, C.R.S., the above-listed parties are delegated the power to enter into agreements for the purpose of providing emergency telephone service; and

WHEREAS, it would serve the public welfare and be in the best interest of all of the above-referenced parties to participate in the organization, administration, and common use of a central emergency telephone service authority; and

WHEREAS, the Gunnison/Hinsdale Combined Emergency Telephone Authority has been operating in portions of Gunnison, Hinsdale, and Saguache Counties pursuant to an Intergovernmental Agreement dated October 2, 1987 and revised Intergovernmental Agreement dated January 1, 1998; and

WHEREAS, the parties hereto wish to combine and place responsibilities and management of the City of Gunnison Communications Enterprise, the Gunnison Regional Communications Center, and the Gunnison Valley Communications Board under the umbrella of and within the powers of the Authority consistent with state statutes authorizing the same; and

WHEREAS, jurisdictional entities throughout Hinsdale, Saguache and Gunnison Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that a board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout the Gunnison Valley; and

WHEREAS, the member jurisdictions and residents of Hinsdale, Saguache and Gunnison Counties will benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to the counties, municipalities, fire protection districts, and emergency medical service providers throughout the Gunnison Valley; and,

WHEREAS, the undersigned governmental entities wish to establish and maintain a consolidated PSAP located within the Gunnison Regional Communications Center; and

WHEREAS, the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, the parties desire to enter into this Intergovernmental Agreement for the following purposes:

- (1) to amend and restate the agreement by which the Gunnison/Hinsdale Combined Emergency Telephone Service Authority (“Authority”) shall be responsible for administering the operation of the emergency telephone service program serving portions of Gunnison, Hinsdale

and Saguache Counties with a wired, wireless, VoIP telephone service or services within the identified Public Service Answering Point (PSAP) boundaries, published by Intrado, 07//08/2008, Inc., historically identified with telephone exchanges 641,349,943,944 and 862; and

(2) to define the manner in which each of the parties will participate in the Authority.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

## **I. DEFINITIONS**

The definitions for the terms used in this Intergovernmental Agreement shall be the same as the definitions provided for those terms in 29-11-101, C.R.S.

## **II. THE AUTHORITY BOARD**

- A. **Membership.** Membership of the Authority Board shall include representatives from the following parties to this Agreement. Each representative appointed shall have operational knowledge and experience related to emergency telephone service and shall be working in a field related to the services provided by the Authority:
- 1) Gunnison County –one representative;
  - 2) Hinsdale County – one representative;
  - 3) City of Gunnison – one representative;
  - 4) Town of Crested Butte – one representative;
  - 5) Town of Mt. Crested Butte – one representative;
  - 6) Gunnison County Fire Protection District – one representative;
  - 7) Crested Butte Fire Protection District – one representative;
  - 8) Gunnison Valley Health Board of Trustees – one representative;
- B. **Future Membership.** Any future entity that wishes to join the Authority as a Board Member must meet a threshold burden in order to qualify for Membership, which threshold will be determined by the Board and set forth in the Bylaws. The Board shall vote on such application in accordance with the terms of the Bylaws. Members that no longer meet the minimum service threshold established by the Board may be removed from membership by vote of the Board taken in accordance with the terms of the Bylaws.
- C. **Non-Member Users.** Non-Member users are those agencies whose use is less than one percent (1%) of the Gunnison Regional Communications Center's total services based on that agencies' Computer-Aided Dispatch "CAD" Radio Logs for the prior calendar

year. Non-Member users and fee payers for services provided by the Authority that do not meet the minimum threshold may not vote in Board meetings. Input may be provided and the Authority Board should work to consider such input when voting.

- D. Board of Directors. Each member shall have one vote at board meetings and shall comprise the Board of Directors. The individual casting a vote shall be selected by his or her respective governing board, council, commission, or entity and shall be appointed by formal action or resolution. Terms of such appointments shall be in effect until modified or revoked by his or her respective governing board, council, commission, or entity. The Board of Directors shall elect officers of the Board.

### **III. RULES AND REGULATIONS**

The Board of Directors of the Authority shall pass bylaws to further delineate the operation of Authority, such to be in compliance with and not in conflict with this Agreement.

### **IV. POWERS OF THE GOVERNING BODY**

- A. **Dispatch Services.** One purpose of the Authority is to operate the Gunnison Regional Communications Center, located at 910 W. Bidwell, Gunnison, Colorado 81230, to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members and users. The Board of Directors shall have authority over the Executive Director of the Authority performing services related to this Agreement.
- B. The Executive Director is the supervisor of the employees of the Authority (Dispatch Personnel). The Executive Director may hire, terminate, or discipline such employees. Such employees will initially, unless or until changed by the Board of Directors in the Bylaws, work under the umbrella of the City of Gunnison for benefit, human resource, and administrative purposes. The Executive Director shall utilize City of Gunnison human resource procedures in dealing with employee matters, unless otherwise stated in the Bylaws.
- C. **Emergency Telephone Service.** The parties hereto agree that the Authority shall be empowered with the authority to contract for the installation and operation of an emergency telephone service and may pay such costs by collecting an emergency telephone charge for such service in the service area which is within the jurisdiction and authorized by this Intergovernmental Agreement and by ordinance or resolution of the respective parties hereto. The Authority is hereby authorized to collect an emergency telephone charge up to the amount authorized by state statute, C.R.S. 29-11-101, et. seq., without Public Utility Commission approval, upon each exchange access facility and each wireless communications access in those portions of the service area for which emergency telephone

service is to be provided. The funds so collected shall be spent solely to pay for the cost of equipment and installation thereof and monthly recurring charges of service suppliers and basic emergency service providers for the emergency telephone service; reimbursement of the cost of the wireless carriers and basic emergency service providers for equipment changes necessary for the provision or transmission of the wireless automatic location identification or wireless automatic number identification to a public safety answering point when such services become available; other costs directly related to the continued operation of the emergency telephone service; and for personnel expenses necessarily incurred for a public safety answering point, all as provided in 29-11-104, C.R.S. Funds collected from the charges imposed shall be credited to a cash fund, apart from the general fund of any of the public agency parties under this Intergovernmental Agreement. Any monies remaining in such cash fund at the end of any physical year shall remain therein for payments during any succeeding year.

If the emergency telephone service is discontinued, monies remaining in the fund after all payments to the service suppliers, basic emergency service providers, all equipment suppliers, and other purposes authorized herein, shall be transferred to the general fund of each public agency party under this Intergovernmental Agreement proportionately. In addition, the Authority may do any other act as may be necessary for the continued operation of the emergency telephone service, including, specifically, the ability to negotiate with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the users.

Equipment located at each of the repeater sites are owned individually by party entities at this time. An entity may convey its equipment to the Authority, and responsibility for the maintenance, repair and replacement of such equipment will be determined between that entity and the Authority, or the member may maintain ownership of its equipment and shall be responsible for its own maintenance, repair and replacement as such becomes necessary.

- D. Reports. Parties to this Agreement shall receive regular management reports, which shall consist of financial, personnel, and operational information. The Board of Directors shall also receive regular dispatch reports, which shall provide the following information: CAD incidents, CAD radio log, and radio push to talk. Parties are entitled to receive any additional reports or information concerning the financials, management, and operations of the Authority upon request, allowing a reasonable time for response depending on the scope of the report. Parties shall not be charged for any requested report or information.
- E. Ownership of Records and Data. All records of the Authority related to calls dispatched, including electronically stored data, geographic information system ("GIS") data, computer aided dispatch ("CAD") data, and audio tapes, shall be collectively owned by

the Authority. Copies of any such records may be made at any party's request, and shall not be disposed of without prior authorization from, or in compliance with a retention schedule adopted by, the Board of Directors.

- i. Access to Data. Each party and user shall have access to all data and audio recordings maintained by the Authority for use in internal analysis and criminal investigations. It is the responsibility of each party or user to provide any criminal justice records for case filing purposes directly to the respective courts or district attorney's office(s).
- ii. Colorado Open Records Act. Records owned, created, or maintained by the Authority shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.

## **V. BOOKS AND RECORDS**

A. Records and Accounts. The Board of Directors shall maintain adequate accounting of its funds, properties, business transactions, annual audits or exemptions, and such records shall be open to inspection at any reasonable time by the parties, their attorneys, or agents. Such accounting shall be in compliance with Generally Accepted Accounting Principles and in compliance with various reporting requirements as imposed by statute, especially with regard to the collection and expenditures of telephone surcharges as provided by statute.

Annual Audit. The books and records of the Board of Directors shall be subject to an annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

## **VI. DEFAULT**

- A. Intent to Terminate. In the event that any party fails to pay its share of the operating expenses due or to perform any of its covenants and undertakings under this Agreement, the Authority shall consider that party in default and shall provide written notice of intent to terminate the defaulting party from membership in the Board of Directors of the Authority. Notice of default shall be provided to the defaulting party's governing board, council, or entity, providing such party thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting party shall no longer have voting rights, and shall not be entitled to have representation on the Board of Directors.
- B. Forfeiture. Any party which is terminated under the provisions of this section shall forfeit all right, title and interest in and to any property or funds acquired or held by the Authority to which the party may otherwise be entitled upon the dissolution of this Agreement. This section is not intended to limit the right of any party to this Agreement to pursue any and all other remedies it may have for breach of this agreement.

## **VII. TERM AND TERMINATION OF AGREEMENT**

- A. Term. This agreement shall become effective 30 days following the date the last party signs the Agreement. Thereafter, it shall remain in full force and effect, subject to amendments, unless or until terminated by a majority of the parties hereto.
- B. Termination. This agreement, or any party's participation in this agreement, may be terminated by written notice from the party or parties to the Authority at least 180 days prior to January 1 of any given year.
- C. Dissolution. Upon termination by mutual agreement of a majority of the parties to this agreement, the powers granted to the Authority under this agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and monies required or held pursuant to this agreement.
- D. Annual Appropriation. The parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation.

## **VIII. MISCELLANEOUS**

- A. Notices. Any notice demand or request provided for or required by this Agreement shall be in writing and shall be deemed properly given if delivered in person, by facsimile, by e-mail, or by certified mail, postage prepaid to a party at the address of that party.
- B. Amendment. This agreement may be amended by the parties from time to time, which amendment shall be in writing and executed by all the parties hereto.
- C. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be Gunnison County, Colorado.
- D. Severability. If any provision of this agreement or the application hereof to any party or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of the agreement are declared to be severable.
- E. Integration. This Agreement constitutes the entire agreement between the parties and no additional or different oral representations, promise, agreement or any prior versions of this agreement shall be binding on any party with respect to the subject matter of this Agreement.

F. Governmental Immunity. Nothing in this Agreement shall be construed or deemed as a waiver of any and all rights and protections of any party, board member, or employee under the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq., C.R.S., or the immunity provisions set forth in Section 29-11-105, C.R.S. Further, nothing in this Agreement shall be construed as creating any duty to indemnify between the parties.

G. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their representatives to affix their respective signatures hereto, as of the day and year hereinabove set forth.

BOARD OF COMMISSIONERS OF THE COUNTY OF GUNNISON

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HINSDALE

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

CITY OF GUNNISON

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF CRESTED BUTTE

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF MT. CRESTED BUTTE

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

TOWN OF PITKIN

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SAGUACHE

By\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

LAKE CITY FIRE PROTECTION DISTRICT

By\_\_\_\_\_

ATTEST:

By\_\_\_\_\_  
Secretary

GUNNISON VALLEY HEALTH BOARD OF TRUSTEES

By\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_



## Staff Report

2 March 2020

**To:** Mayor and Town Council

**Prepared By:** Michael Reily, Chief Marshal

**Thru:** Dara MacDonald, Town Manager

**Subject:** Gunnison/Hinsdale Emergency Telephone Service Authority rate change

---

### Summary:

The Gunnison/Hinsdale Emergency Telephone Service Authority has received approval from the Public Utilities Commission (PUC), passed the protest period and are in the notification period to raise the emergency telephone charge from \$1 to \$2 per month. All telecommunications companies have received a letter that the surcharge begins effective 5/1/2020.

### Previous Council Action:

The 2003 emergency telephone charge set under Town Code Section 5-5-20 requires a resolution to approve the new rate of \$2.00 per line allowed by the PUC.

Sec. 5-5-20. - Emergency telephone charge imposed.

The governing body of the Gunnison/ Hinsdale Combined Emergency Telephone Service Authority is hereby authorized to annually establish and collect an emergency telephone service charge upon all telephone exchanges served by the Authority and upon wireless users in an amount not to exceed one dollar (\$1.00) per month, as authorized by Section 29-11-102(b)(2), C.R.S., such charge to commence January 1, 2003. Upon recommendation of the Authority, the Town Council may, by resolution, authorize the Authority to raise or lower the emergency telephone charge, but in no event shall such charge exceed the amount of two percent (2%) of the tariff as approved by the Public Utilities Commission.

(Ord. 1 §1, 2003; Ord. 4 §1, 2009)

### Legal Review:

The Town Attorneys have drafted the attached resolution providing the Town's authorization to allow the increase to \$2.00 as approved by the PUC.

### Recommendation:

Staff recommends adopting this service fee change which will bring much needed revenue to the Gunnison/Hinsdale Emergency Telephone Service Authority.

**RESOLUTION NO. 6****SERIES 2020****A RESOLUTION OF THE CRESTED BUTTE TOWN  
COUNCIL AUTHORIZING THE GUNNISON /  
HINSDALE COMBINED EMERGENCY  
TELEPHONE SERVICE AUTHORITY TO  
INCREASE THE EMERGENCY 911 TELEPHONE  
SERVICE SURCHARGE**

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

WHEREAS, the Gunnison/Hinsdale Emergency Telephone Service Authority has received approval from the Public Utilities Commission (PUC) to raise the emergency telephone charge from \$1 to \$2 per month effective 5/1/2020; and

WHEREAS, Town Code Section 5-5-20 requires a resolution Town Council to approve the new rate of \$2.00 per line allowed by the PUC; and

WHEREAS, the Town Council finds that approving an increase in the emergency telephone charge is in the best interests of the Town as it will enhance the public health, safety, and welfare of the Town's residents and visitors because it will provide much needed revenue to the Gunnison/Hinsdale Emergency Telephone Service Authority.

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

1. The Town Council of Crested Butte hereby approves the increase of the emergency telephone charge from \$1 to \$2 per month effective May 1, 2020.
2. The Town Council hereby authorizes the Town Clerk and other appropriate Town officials to execute any and all other documents necessary or convenient to the fulfillment of the purposes set forth herein.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL  
THIS 2<sup>nd</sup> DAY OF MARCH, 2020.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

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

(SEAL)



## Staff Report

March 2, 2020

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Ordinance No. 3, Series 2020 - An Ordinance of the Crested Butte Town Council Approving the Lease of 504 Maroon Avenue to the Gunnison County Library District

---

**Summary:** Gunnison Library District has been a long-term tenant of the Town. They have occupied the space for years without a lease. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with the Gunnison Library District.

**Previous Council Action:** In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property.

**Background:** With the creation of a facility manager position a couple of years ago, the Town has begun to get a handle on the maintenance status of the many buildings the Town owns and has begun investing in building improvements and deferred maintenance. Including the library, the Town has 26 non-residential tenants in 14 locations. These tenants include private businesses, non-profits and government agencies. In the Fall of 2016, shortly after I began as Manager it was brought to my attention that of the 26 tenants, most of them had no leases in place, including the library at 504 Maroon. After adoption of this lease for the library, we should have only one more outstanding expired lease.

Staff has been reaching out to all of our non-residential tenants with expired leases to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. For profit organizations will have leases closer to market rates.

**Discussion:** The space that the Gunnison Library District occupies is the Old Rock Schoolhouse that the Town acquired from the School District in 1985. It had been used most recently by the Crested Butte Society as a museum but had fallen into a state of severe disrepair by the time the Town received it from the School District. The Town and community worked diligently beginning in 1989 to renovate the space in advance of the library occupying the building in 1992. As drafted the lease delineates maintenance responsibilities going forward as follows:

(c) Tenant's Maintenance Responsibilities. Tenant shall be responsible for all interior furniture and fixtures not attached to the structure or related mechanical systems as well as routine maintenance and cleaning. Tenant shall have the following maintenance responsibilities under this Lease:

- i. Refuse and recycling;
- ii. All janitorial work, including vacuuming and cleaning of carpets, floors, bathrooms and fixtures located in or on the Premises;
- iii. The exterior and interior signs on the Premises, including but not limited to, any updates, changes, additions or removals related thereto;
- iv. Lightbulb replacements;
- v. Deep carpet cleaning at Tenant's discretion (i.e. chemical or steam cleaning);
- vii. Window cleaning at Tenant's discretion (outdoor and indoor); and
- viii. Interior painting at Tenant's discretion;
- ix. Any other interior repairs or maintenance necessary as a result of specific damages caused by the Tenant's use of the property

(d) Landlord's Maintenance Responsibilities. Landlord shall be responsible for the integrity of the structure, exterior maintenance of the building and grounds and mechanical systems. Landlord shall have the following maintenance responsibilities under this Lease:

- i. Outdoor grounds maintenance, including but not limited to, snow removal, and lawn care (seeding, watering, mowing, etc.);
- ii. Snow removal from the roof of the Premises;
- iii. Elevator maintenance and repairs, including but not limited to, any annual or other certifications, load testing and any other items that are legally required; any fines that are the result of any noncompliance of the elevator are the responsibility of the Landlord;
- iv. Electrical, mechanical, plumbing, HVAC and sump pump system maintenance and repairs;
- vi. Carbon monoxide and smoke detector maintenance and repairs;
- x. Any accessibility or related issues pertaining to compliance with the Americans with Disabilities Act ("ADA");
- xi. Exterior painting;
- xii. Window repair or replacement;
- xiii. Water and sewer maintenance and repairs (inclusive of faucets and fixtures);

- xiv. Parking lot surface maintenance and annual striping; and
- xx. Any other repairs that are not the responsibility of Tenant, as outlined in Section 1(c) above.

The annual lease rate proposed is as follows:

Tenant shall pay Landlord \$698.33 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the “**Rent**”). If the Tenant so chooses, Tenant may pay the full amount for the coming year (\$8,380.00) on the Effective Date and for future years on the subsequent anniversaries of the Effective Date. Rent shall increase annually by 1% beginning as follows and continuing through the Term and any extensions:

1 <sup>st</sup> anniversary (2021):	\$8,463.80 annually / \$705.32 per month
2 <sup>nd</sup> anniversary (2022):	\$8,548.44 annually / \$712.37 per month
3 <sup>rd</sup> anniversary (2023):	\$8,633.92 annually / \$719.49 per month
4 <sup>th</sup> anniversary (2024):	\$8,720.26 annually / \$726.69 per month

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

**Recommendation:** Staff recommends the Town enter into a lease with the Gunnison Library District.

**Proposed Motion:** Motion and a second to set Ordinance No. 03, Series 2020 for public hearing at the March 16<sup>th</sup> Council meeting.

**ORDINANCE NO. 03**

**SERIES NO. 2020**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN  
COUNCIL APPROVING THE LEASE OF 504 MAROON  
AVENUE TO THE GUNNISON COUNTY LIBRARY  
DISTRICT**

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

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

WHEREAS, pursuant to Section 31-15-713 (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, on September 23, 1992, the Town entered into a twenty-year lease with Gunnison County Public Library for property owned by the Town located at 504 Maroon Avenue and known as the Old Rock Schoolhouse and

WHEREAS, the term of the lease expired on September 22, 2012; and

WHEREAS, the Town Council and Gunnison County Library District wish to enter into a long-term Lease attached hereto as Exhibit A; and

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

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST

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

(SEAL)

**EXHIBIT "A"**

**Lease**

[attach form lease agreement here]

## LEASE

THIS LIBRARY LEASE (this “**Lease**”) is entered into with an effective date of April 1, 2020 (the “**Effective Date**”) by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Landlord**”), a Colorado home rule municipality and the Gunnison County Library District (“**Tenant**”).

### AGREEMENT:

**Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at 504 Maroon Ave, Crested Butte, Colorado (the “**Premises**”). The Premises is also commonly known as the Old Rock Schoolhouse and/or the Crested Butte Library.

Tenant has inspected the Premises and accepts the same in its “as is” condition.

#### 1. **Use; Parking; Maintenance; Utilities; Signage.**

(a) **Use.** The Tenant shall use the Premises only as a public library for such literary, artistic, cultural, educational and community activities as are permitted by its governing documents and applicable laws. The Tenant shall have control over the day-to-day management of the Premises, and shall conduct programming and allow use of the Premises by such groups and entities as it sees fit, provided that such programming or use does not further any discrimination or preference based upon race, sex, creed, age, religion, or national origin.

(b) **Parking.** There are three off-street parking spaces provided on the Premises to the South of the building. During the term of this Lease, Tenant and Tenant’s employees, representatives, agents, guests, invitees, licensees and patrons shall be entitled to the sole use of the three designated parking spaces in the parking area located on the Premises on a first-come, first-serve basis, at rates and upon other conditions as may be established from time to time by Tenant.

(c) **Tenant’s Maintenance Responsibilities.** Tenant shall be responsible for all interior furniture and fixtures not attached to the structure or related mechanical systems as well as routine maintenance and cleaning. Tenant shall have the following maintenance responsibilities under this Lease:

- i. Refuse and recycling;
- ii. All janitorial work, including vacuuming and cleaning of carpets, floors, bathrooms and fixtures located in or on the Premises;
- iii. The exterior and interior signs on the Premises, including but not limited to, any updates, changes, additions or removals related thereto;
- iv. Lightbulb replacements;
- v. Deep carpet cleaning at Tenant’s discretion (i.e. chemical or steam cleaning);

- vii. Window cleaning at Tenant's discretion (outdoor and indoor); and
- viii. Interior painting at Tenant's discretion;
- ix. Any other interior repairs or maintenance necessary as a result of specific damages caused by the Tenant's use of the property

(d) Landlord's Maintenance Responsibilities. Landlord shall be responsible for the integrity of the structure, exterior maintenance of the building and grounds and mechanical systems. Landlord shall have the following maintenance responsibilities under this Lease:

- i. Outdoor grounds maintenance, including but not limited to, snow removal, and lawn care (seeding, watering, mowing, etc.);
- ii. Snow removal from the roof of the Premises;
- iii. Elevator maintenance and repairs, including but not limited to, any annual or other certifications, load testing and any other items that are legally required; any fines that are the result of any noncompliance of the elevator are the responsibility of the Landlord;
- iv. Electrical, mechanical, plumbing, HVAC and sump pump system maintenance and repairs;
- vi. Carbon monoxide and smoke detector maintenance and repairs;
- x. Any accessibility or related issues pertaining to compliance with the Americans with Disabilities Act ("ADA");
- xi. Exterior painting;
- xii. Window repair or replacement;
- xiii. Water and sewer maintenance and repairs (inclusive of faucets and fixtures);
- xiv. Parking lot surface maintenance and annual striping; and
- xx. Any other repairs that are not the responsibility of Tenant, as outlined in Section 1(c) above.

(e) Procedure for Non-compliance with Maintenance Responsibilities. In the event either Landlord or Tenant fails to comply with the maintenance responsibilities provided by this Section 8 above, Landlord or Tenant, as is applicable shall give the "non-complying party" notice to do such required acts. In the event the non-complying party fails to promptly commence such work (i.e. within three days' notice) and diligently prosecute it to completion, then the other party shall have the right, but no obligation, to do such acts and expend such funds at the expense of the non-complying party as are reasonably required to perform such work. Any amount so expended by Landlord or Tenant, as is applicable, shall be paid by the non-complying party promptly after demand with interest at the maximum rate permitted by law from the date of such work.

(f) Tenant's Utility Responsibilities. Tenant shall pay the gas and electric utilities, trash, recycling and communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Landlord for such charges and expense.

(g) Landlord's Utility Responsibilities. Landlord shall pay the expenses for water and sewer which shall include, without limitation, the expenses for exterior watering.

(h) Exterior Signage. All exterior signage shall be installed only upon prior approval of Landlord. This prior approval by Landlord shall not be required for temporary notices or announcements posted in or about the Premises by Tenant so long as such temporary notices or announcements comply with the sign regulations of the Town's Municipal Code.

2. **Term.**

(a) Unless this Lease is terminated prior to the expiration of the Term pursuant to the termination provisions contained in this Lease, Tenant shall have and hold the Premises for a twenty (20) year period (the "**Term**") that shall commence on the Effective Date of April 1, 2020 hereof and expire twenty (20) years following the commencement of the Term. The Term shall automatically be extended for an additional five (5) year term, unless the Landlord provides the Tenant with notice at least one year in advance that such additional term will not be honored or available.

(b) Tenant may withdraw and terminate this Lease at any time and at Tenant's sole discretion upon 30 days written notice to Landlord. Upon Tenant providing written notice of termination, Tenant shall only be responsible for any rents and annual payments owed until said termination date.

(c) At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean, good order and condition, in the same condition and repair as Tenant initially took occupancy of the Property on the Effective Date, ordinary wear and tear excepted. Tenant shall fully repair any damage occasioned by Tenant's removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed and which were installed by Tenant shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with Landlord's disposition of such property, provided such expenses were due and caused by Tenant, including the cost of repairing any damage caused by Tenant to any improvements or the Premises caused by such removal. Tenant's obligation to observe and perform the foregoing requirements shall survive the expiration or earlier termination this Lease.

(d) It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to 100% of the monthly rental last payable hereunder and subject to all other terms and conditions of this Lease.

### 3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$698.33 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant so chooses, Tenant may pay the full amount for the coming year (\$8,380.00) on the Effective Date and for future years on the subsequent anniversaries of the Effective Date. Rent shall increase annually by 1% beginning as follows and continuing through the Term and any extensions:

1 <sup>st</sup> anniversary (2021):	\$8,463.80 annually / \$705.32 per month
2 <sup>nd</sup> anniversary (2022):	\$8,548.44 annually / \$712.37 per month
3 <sup>rd</sup> anniversary (2023):	\$8,633.92 annually / \$719.49 per month
4 <sup>th</sup> anniversary (2024):	\$8,720.26 annually / \$726.69 per month

(b) In the event the Lease is terminated with said termination effective during the middle of any month, the monthly rental for said month shall be prorated through the date of termination.

(c) Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(d) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

(e) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be of \$1,000.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

4. **Landlord's Access.** Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, to: (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as

little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, as provided by this Lease, and except as specifically authorized by Section 1(c) above, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

6. **Compliance with Laws.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement.

(b) Tenant and the Premises shall remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances, all as amended and modified from time to time.

7. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Premises. Without limiting the generality of the foregoing, no vehicles, machinery, equipment, tools, refuse, scrap, debris, garbage, trash, bulk materials, used vehicle parts or waste shall be kept, stored or allowed to accumulate on the Premises at any time. The Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

7.8. **Insurance.**

(a) At its sole expense, Tenant shall obtain and keep in force during the Term of the lease commercial general liability insurance with a minimum combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall include coverage for bodily injury, broad form property damage, and personal injury (including coverage for contractual and employee acts). The policy shall name the Landlord as additional insured. The Tenant's commercial general liability policy shall be primary as respects the coverage afforded Landlord as additional insured.

(b) At its sole expense, Tenant shall obtain and keep in force during the Term of the lease, policy or policies of "all risk" extended coverage insurance protecting Tenant against loss of or damage to Tenant's business personal property located in or about the Premises. Coverage shall be written on full replacement cost value.

(c) At its sole expense, Tenant shall obtain and keep in force during the term of the lease workers' compensation insurance to cover obligations imposed by the Workers'

Compensation Act of Colorado and employer's liability insurance in not less than the minimum amounts required by law.

(d) At all times during the Term, Landlord shall maintain a policy or policies of fire and "all risk" extended coverage insurance, on the Building that is the property of Landlord, including alterations by Tenant that have become the property of the Landlord. Coverage shall be written on full replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement cost value. Such insurance shall be maintained at the expense of the Landlord and payments for losses thereunder shall be made solely to Landlord for purposes of repair or replacement of the Premises.

(e) All insurance required of Tenant in this Section and all renewals of it shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord; and shall, to the extent obtainable without additional premium expense, provide that no insurable act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(f) All policies of liability insurance that either party is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) shall name the other party as an additional insured thereunder. Certificates of said insurance and evidence of the payment of all premiums of such policies shall be made available and exchanged by the parties prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days' prior to the expiration of the term of each policy. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of \$20,000.00 without Landlord's prior written consent.

#### 8.9. Default Provisions.

(a) If either party fails to perform any of its obligations under this Lease, then the non-defaulting party, after ten (10) days' written notice to the defaulting party (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by the non-defaulting party and all costs and expenses incurred by the non-defaulting party in connection with the performance of any obligations (together with interest at the prime rate from the date of the payment of the amount or incurring of each cost or expense until the date of full repayment by the defaulting party) shall be payable by the defaulting party on demand. In the proof of any damages that the non-defaulting party may claim against the other party arising out of the other party's failure to maintain insurance that is required by terms of this Lease, and notwithstanding any other terms or provisions of this Lease, the non-defaulting party shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising

out of damage to, or destruction of, the Premises occurring during any period for which the subject party has failed to provide the insurance.

(b) The following occurrences are “**Events of Default**”: (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default continues for five (5) days after notice from Landlord; (ii) either party defaults in the performance of any other obligation under this Lease that is not cured after ten (10) days’ written notice to the non-defaulting party (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

(c) Subject to Colorado law, if any one or more Events of Default occurs, then the non-defaulting party may, at its election, give the defaulting party written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, provided said default is not remedied within 10 days of receiving said notice. If such default is not remedied within ten days of receiving said notice, and if said default is by Tenant, Tenant’s right to possession of the Premises shall cease and this Lease shall be terminated. If such default is by Landlord, Tenant may move out of the Premises without any further liability to Landlord for any payments hereunder. In addition, the non-defaulting party shall have all other rights available at law and in equity, including, without limitation, recovery of actual damages, costs and expenses, including reasonable attorneys’ fees. All remedies may be cumulatively and concurrently applied and enforced.

11. **Assignment.** Tenant may not assign this Lease, or sublet the Premises, in whole or in part, without Landlord’s prior written consent.

12. **Notices.** All notices, demands, and requests required to be given by either party to the other shall be in writing, and provided to such party as provided below. All notices, demands, and requests shall be delivered personally or sent by electronic mail (e-mail), nationally recognized overnight courier, certified or registered mail, return receipt requested, postage prepaid, or via facsimile, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the day of delivery if delivered personally, on the first business day following the confirmation of sending of an e-mail, on the first business day following deposit with the courier service when delivered by overnight courier, three business (3) days subsequent to the date that said notice was deposited with the United States Postal Service, or on the first business day following the date of confirmation of receipt when delivered by facsimile.

To Landlord:                      Town of Crested Butte  
    P.O. Box 39  
    507 Maroon Avenue  
    Crested Butte, CO 81224  
    Facsimile: (970) 349-6626  
    Attn: Finance Director

To Tenant:                              Gunnison County Library District

307 N. Wisconsin  
Gunnison, CO 81230  
Attn: Executive Director  
email: [drew@gunnisoncountylibraries.org](mailto:drew@gunnisoncountylibraries.org)  
Facsimile:

13. **No Waiver.** No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.
14. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.
15. **Severability.** If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.
16. **Successors and Assigns.** The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.
17. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.
18. **Miscellaneous Provisions.**
- (a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.
- (b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.
- (c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.
- (d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures
- (e) Any recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including,

without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

(h) If any building or improvements standing or erected upon the Premises shall be destroyed or damaged in whole or in part by fire or as a result of, directly or indirectly, war or act of God, Landlord shall promptly repair, replace, and rebuild the same at least to the extent of the value and as nearly as practicable to the character of the building or improvements existing immediately prior to such occurrences. Landlord shall use all insurance proceeds to rebuild the improvements on the Premises.

(i) The titles to the paragraphs and sections of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions herein.

(j) Both parties represent and warrant that they have carefully reviewed this Lease, they have had the opportunity to hire competent legal representation in connection with the decision to enter into this Lease, and the contents hereof are known and understood by them.

(k) The parties understand and agree that the Tenant is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Tenant, its officers, or its employees.

[Remainder of Page Intentionally Left Blank;  
Signature Page(s) to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

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

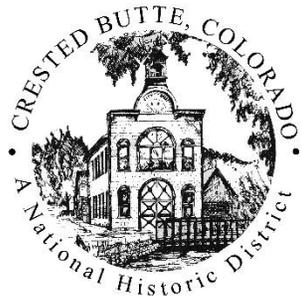
ATTEST:

\_\_\_\_\_ [Seal]  
Lynelle Stanford, Town Clerk

TENANT:

Gunnison County Library District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**To:** Mayor Schmidt and Town Council

**From:** Michael Yerman, Community Development Director

**Subject:** **Ordinance 5, Series 2020 Lot 1 Block 80 Lot Sale and Purchase with SOAR**

**Date:** March 2, 2020

---

**Background:**

In 2016, the Town, John Stock, and the Community School came together to develop the Student Organization Achieving Results (SOAR) to have the Community School students design and build an affordable housing unit that would become a rental unit for Town employees. After a first successful build, the SOAR program took off and built two additional homes in Crested Butte South. The program has been a success and is close to its funding goal that would allow the program to be sustainable for years to come.

At this time, SOAR and the Town have agreed to build another unit in the Town. On October 21, 2019 the Town Council and SOAR executed an MOU outlining how the project would be completed the following are the highlights from the executed MOU:

- Town will make a minimum donation of \$30,000 to the SOAR program
- Block 80, Lot 1 will be transferred to SOAR and sold back to the Town upon the completion of the project
- SOAR will serve as the general contractor
- The Town will pay monthly draws to cover construction costs
- The Town will realize labor savings by work being completed on Community work days
- Details responsibilities for permitting and design
- Covers other details relating to costs, potential savings, and how donations from contractors or other community members will be handled

As contemplated in the MOU, the Town will sell the Lot to SOAR and then buy it back upon the completion of the construction of a Town rental unit, cat bar for CB Nordic, and a public restroom to serve the recreation use occurring in the neighborhood. Prior to the transfer of the Lot to SOAR, a sale and purchase contract will be prepared and executed outlining the purchase price for the project. This contract will be prepared once the design is vetted and approved by BOZAR and bid estimates are prepared on the anticipated construction costs.

**Staff Recommendation:**

A Council member make a motion followed by a second to set Ordinance 5, Series 2020 authorizing the Sale of Lot 1, Block 80 to SOAR for a purchase price of \$10.00 to public hearing at the March 16<sup>th</sup> Council meeting.

**ORDINANCE NO. 5**

**SERIES 2020**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 80, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO STUDENT ORGANIZATION ACHIEVING RESULTS FOR THE SALE PRICE OF \$10.00**

**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 the laws of the State of Colorado;

**WHEREAS**, on October 21, 2019 the Town entered into a Memorandum of Understanding with the Student Organization Achieving Results (“**SOAR**”) a 501 (c) nonprofit corporation for the construction of a Town rental affordable housing unit to be located on Lot 1, Block 80, Paradise Park, County of Gunnison, State of Colorado (“**Property**”);

**WHEREAS**, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

**WHEREAS**, prior to the transfer of the Property from the Town to SOAR, the Town and SOAR shall prepare, approve and execute a purchase contract for the Town to buy back the property once the construction of the affordable housing unit on the Property is completed;

**WHEREAS**, the Town Council has directed the Town staff to sell the Property to SOAR for \$10.00 on the terms and conditions set forth herein; and

**WHEREAS**, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

**Section 1.**     **Authorization to Sell Town-owned Property.** The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$10.00 plus customary closing costs and fees, the real property legally described as Lot 1, Block 80, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado (“**Property**”) to SOAR, for the construction of and use for affordable housing, and authorizes and directs the Town Attorney to prepare a purchase contract to be executed by the Town Council and SOAR prior to the transfer of the Property to SOAR.

**Section 2.**     **Appropriation of Funds.** The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property

out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

**Section 3. 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 4. 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 \_\_\_\_\_, 2020.**

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

**TOWN OF CRESTED BUTTE, COLORADO**

**By: \_\_\_\_\_  
James A. Schmidt, Mayor**

**ATTEST:**

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

**[SEAL]**



Mayor Schmidt and the Crested Butte town council,  
 Thank you for stepping up in such a significant way  
 to protect one of the gems of the Gornison Valley, Long Lake.  
 As President of the board for the Crested Butte Land Trust,  
 I am truly grateful that we share a passion for protecting  
 open space, not only for us but for future generations. On behalf  
 of the Land Trust Community, I want to thank you for your  
 contribution and also for your continued partnership over the years  
 since the Land Trust's inception. I look forward to seeing  
 you all and catching up in town soon.

Wishing you the best in 2020!

ERIC MURPHY SAUER

**Agenda  
Design Review Committee  
Tuesday  
February 18, 2020**

- 4:00     **Consideration of the application of Elk Avenue Partners LLC in conjunction with Gretchen Wasinger and Matt Smith and Kendall Tankersley-Smith to site two limited restaurants in Units B and C, together with a small outdoor seating area adjacent to Unit C to be located at 330 Elk Avenue/407 Fourth Street, Block 27, Lots 1-4 in the B1 zone.**
- Conditional use permits for two limited restaurant uses in Units B and C, with a 78 square foot outdoor seating area associated with Unit C, in the B1 zone are required.**

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

**Agenda**  
**BOARD OF ZONING and ARCHITECTURAL REVIEW**  
**Tuesday**  
**February 25, 2020**

- 6:00 Call to Order.
- 6:02 Review and approve the minutes from the **January 28, 2020** BOZAR meeting.
- 6:04 Consideration of the application of **Elk Avenue Partners LLC in conjunction with Gretchen Wasinger and Matt Smith and Kendall Tankersley-Smith** to site two limited restaurants in Units B and C, together with a small outdoor seating area adjacent to Unit C to be located at 330 Elk Avenue/407 Fourth Street, Block 27, Lots 1-4 in the B1 zone.  
**- Conditional use permits for two limited restaurant uses in Units B and C, with a 78 square foot outdoor seating area associated with Unit C, in the B1 zone are required.**
- 6:50 Consideration of the application of **Jeff Hermanson** to site an accessory dwelling on the North elevation of the property located at 12/14 Gothic Avenue, Block 18, Lots 9-10 in the R1 zone. (Delaney)  
**- Architectural approval is required.**  
**- A conditional use permit for a front yard accessory dwelling is required in the R1 zone.**
- 8:00 Training for the Board with the Town Attorney(s).
- 9:15 Recommendation to the Town Council for the proposed revisions to the Standards and Guidelines.
- 11:45 Miscellaneous:
- DRC for March 16 and 23: Ellis and Alvarez Marti (BOZAR – March 31st)
  - DRC for April 13 and 20: \_\_\_\_\_ (BOZAR – April 28<sup>th</sup>)
  - Insubstantials:
    - Steyaert (222 Whiterock Avenue) – Front door material change, window color change, window location change and window revisions to casement.
    - Vaquera House LLC/ Inn at Crested Butte (510 Whiterock Avenue) – Revisions to windows, addition of exhaust vent on east and selection of rock material.
- 12:00 Adjourn

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



## AGENDA

### Regular Town Council Meeting

6:00 PM - Tuesday, March 3, 2020

Council Chambers

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

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

**4. APPROVAL OF MINUTES**

4.1. Approval of the February 18, 2020 Regular Town Council Meeting Minutes

**5. REPORTS**

**5.1. Town Manager's Report**

**5.2. Town Council Reports**

**5.3. Other Reports**

5.3.1. Gunnison Valley Regional Housing Authority 2019 Annual Report – Jennifer Kermode

**6. CORRESPONDENCE**

**7. OLD BUSINESS**

**8. NEW BUSINESS**

8.1. Discussion and Possible Consideration of the Amended and Restated Intergovernmental Agreement for the Gunnison/Hinsdale Combined Emergency Telephone Service Authority – Nate Stepanek and Joe Fitzpatrick

8.2. Discussion and Possible Consideration of a \$5,000 Donation to the Gunnison County Substance Abuse Prevention Project – Tiffany O'Connell

8.3. Discussion and Possible Consideration of the Appointment of Two Council Members to the North Village Community Housing Subcommittee – Joe Fitzpatrick

**9. OTHER BUSINESS**

**10. ADJOURNMENT**

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

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

Approximate meeting time: 3 hours

**TUESDAY**

**FEBRUARY 25, 2020**

**REGULAR SESSION**

**5:30 P.M.**

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

*No City Council activity takes place.*

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

**II Citizen Input: (estimated time 3 minutes)**

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

**III Prescheduled Citizens**

**A. Update from Gunnison County Commissioner Jonathan Houck**

Background: Quarterly report of Gunnison County activities.

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

Community contact: Gunnison County Commissioner Jonathan Houck

Estimated time: 15 minutes

**IV. Council Action Items**

**A. Approval of the February 11, 2020 Regular Session meeting minutes.**

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

**Action Requested of Council:** A motion, second and vote to approve the minutes of the February 11, 2020 Regular Session meeting.

Staff contact: City Clerk Erica Boucher

Estimated time: 2 minutes

**B. Appointment of Parks and Recreation Advisory Council (PRAC) member**

Background: On May 4, 2016, City Council adopted Resolution No. 4, Series 2016, which established the Parks and Recreation Advisory Committee. The Resolution states that members are to be appointed by Council and shall serve a period of two years or until their successors are qualified and appointed. Currently, terms for PRAC run from the date of appointment through May 31 of the appropriate year. This seat is open on PRAC because of the resignation of Hank Ebbott.

Staff contact: City Clerk Erica Boucher

**Action Requested of Council:** To consider the appointment of a candidate to the Parks and Recreation Advisory Committee.

Estimated time: 5 minutes

**C. Intergovernmental Agreement for the Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GHCETSA)**

Background: Over the last few months, members of GHCETSA, Communication Center staff and the Comm Board have been working to update the intergovernmental agreement for the GHCETSA, to bring emergency telephone and communication operations under the umbrella of GHCETSA. This final version of the IGA incorporates recommendations and discussion points and is prepared for final approval by all entities.

Staff contact: City Manager Russ Forrest

**Action Required of Council:** A motion to direct the Mayor to sign the GHCETSA intergovernmental agreement on behalf of the City of Gunnison.

Estimated time: 10 minutes

**D. Van Tuyl Village Pocket Park**

Background: The Gunnison Parks and Recreation Department has held multiple meetings soliciting community input for the Van Tuyl Village Pocket Parks. City staff would like to share what was learned through the public input process and seeks Council's recommendation on how to move forward.

Staff contact: Interim Parks and Recreation Director Dan Vollendorf

**Action Required of Council:** To provide direction to staff on how to proceed regarding Van Tuyl Village Pocket Park.

Estimated time: 10 minutes

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

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

Staff contact: Public Works Director David Gardner

**Action Requested of Council:** Introduce, read by title only by the City Attorney, motion, second, and vote to pass and adopt Ordinance No. 2, Series 2020 on second reading.

Estimated time: 5 minutes

**F. Authorization to Purchase a Compost Screen**

Background: Staff has located a piece of equipment that offers features desired by the Wastewater Treatment Plant and Fleet staff that is not available elsewhere. Prices of other manufactured items are considerably higher than the desired piece selected. This is a budgeted item for 2020.

Staff contact: Public Works Director David Gardner

**Action Requested of Council:** A motion to give authorization to the Public Works Director to sole source purchase a compost screen for use at the Wastewater Treatment Plant in the amount of \$139,000.

Estimated time: 5 minutes

**G. Gunnison City Council Letter of Support for OEDIT Funding for Downtown Boutique Hotel**

Background: The ICELab@Western is working with Don Smith, developer of a boutique hotel to be located at 404 N. Main Street, Gunnison, Colorado in an effort to get an Opportunity Zone mini-grant from OEDIT for professional services.

Staff contact: City Clerk Erica Boucher

**Action Requested of Council:** A motion, second, and vote in support of the Tourism and Prosperity Partnership's mini-grant application and direct the Mayor to sign the letter of support.

Estimated time: 5 minutes

**H. Financial Policies Amendment**

Background: On September 25, 2018, the City Council adopted Financial Policies, which staff is recommending for amendment.

Staff Contact: Finance Director Ben Cowan

**Action Requested of Council:** A motion to adopt the City of Gunnison Financial Policies as presented today, February 25, 2020.

Estimated time: 15 minutes

**I. Ordinance No. 2, Series 2020, First Reading:** *An Ordinance of the City Council of the City of Gunnison, Colorado, amending Title 8 Business Regulation, Chapter 8.50 Marijuana Business Licensing Regulations, Sections 8.50.040 and 8.50.080 of the City of Gunnison Municipal Code*

Background: At the January 28, 2020, Regular Session Council meeting, Council directed staff to amend sections of Title 8 Business Regulation, Marijuana Business Licensing Regulations for increased consistency and to enhance the public notification of public hearings procedures.

**Action Required of Council:** Introduce, read by title only by the City Attorney, motion, second, and vote to pass and order to publish Ordinance No. 2, Series 2020 on first reading.

Staff contact: City Clerk Erica Boucher

Estimated time: 5 minutes

**J. Resolution No. 4, Series 2020:** *A Resolution of the City Council of the City of Gunnison, Colorado supporting the grant application for a new construction grant from the Division of Housing of the Colorado Department of Local Affairs for the Lazy K Housing project*

Background: The Mayor and City Manager recently learned of a new construction/infrastructure grant opportunity from the Colorado Department of Local Affairs. This grant could be significant in paying for the infrastructure costs at Lazy K and the City could apply at any time for this funding.

**Action Requested of Council:** Introduce, read by title only, motion, second, and vote to adopt Resolution No. 4, Series 2020.

Staff contact: City Manger Russ Forrest

Estimated time: 5 minutes

**K. Report on Rough Draft of Council's Strategic Priorities**

Background: On February 4, 2020, City Council held an all-day retreat, under the facilitation of Mike Calderazzo from Managing Results. The primary goals of the day

were for Council to begin developing a purpose statement and strategic priorities for the next two years.

**Action Requested of Council:** To provide feedback to staff on Council's emerging strategic priorities and results for the next two years and developing purpose statement.

Staff contact: City Manager Russ Forrest

Estimated time: 15 minutes

## V. Reports:

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

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

## VI. Meeting Adjournment

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

## Notice of Public Hearing Changes in City of Gunnison Electric Rates

Pursuant to Sections 40-3.5-104(1) and (2) C.R.S., the City Council of the City of Gunnison hereby gives notice of a Public Hearing to be held on proposed changes to the City of Gunnison Electric Rates. The Public Hearing will be held on Tuesday, March 10, 2020 at 5:30 PM, in the Council Chambers of City Hall, 201 West Virginia Avenue, Gunnison, Colorado 81230. Each municipal utility customer shall have the right to appear, personally or through counsel, at this hearing for the purpose of providing testimony regarding the proposed new schedule. Copies of this proposed rate are available for inspection at the City Clerk's Office, 201 West Virginia Avenue, Gunnison, Colorado during regular business hours. The proposed electric rates are as follows:

<b>Electrical Rates</b>	<b>Current 2019 Rates</b>	<b>Proposed 2020 Rates</b>
<u>Residential:</u>		
Monthly Service Charge		
Flat Rate	\$14.75	\$16.00
Time of Day Rate	\$19.25	\$20.50
Usage Charge	\$0.08430/kWh	\$0.08935/kWh
Time of Day Rate		
On-Peak	\$0.10260/kWh*	\$0.10978 /kWh *
Off-Peak	\$0.05010/kWh*	\$0.05361 /kWh *
<u>Commercial:</u>		
Monthly Service Charge	\$25.00	\$27.00
Usage Charge	\$0.08700/kWh	\$0.09265 /kWh
<u>City Government Service:</u>		
Monthly Service Charge	\$25.00	\$27.00
Usage Charge	\$0.08700/kWh	\$0.09265 /kWh
<u>Western State Colorado University:</u>		
Monthly Service Charge	\$95.00	\$100.00
Usage Charge	\$0.05840/kWh	\$0.06424 /kWh
Demand Charge	\$9.50/kWh	\$9.50 /kWh
<u>Contract Lights:</u>		
Monthly Charge	\$10.15/fixture	\$10.85 /fixture
<u>Wind Power Attributes</u>		
	\$1.70/100 kWh per month added to usage charge*	\$1.70 /100 kWh per month added to usage charge*

These rates and charges set forth herein, if approved and adopted on second reading or the required ordinance, shall be effective as of April 11, 2020, and thereafter.

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

133

**DATE:** Tuesday, February 18, 2020

**Page 1 of 2**

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

**GUNNISON HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:**

8:30 • (See separate agenda)

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

- 9:00 • Call to Order
- Agenda Review
- Minutes Approval:
1. 1/21/20 Regular Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
1. Public Service Grant Agreement; City of Gunnison; Youth Shared Spaces & Sources of Strength; \$25,000
  2. Public Service Grant Agreement; City of Gunnison; Gunnison Hinsdale Early Childhood Council & Multicultural Resource Office; \$15,000
  3. Acknowledgment of County Manager's Signature; Lease Agreement; Parish Hall Voter Service Polling Center
  4. Core Services Agreement Amendment No. 2 & Cost-Containment and Guide Services Agreement No. 2; ELAP Services, LLC
  5. Grant Award Letter; Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics; 20-GUC-01
  6. Impact Assistance Grant Application; Colorado Parks & Wildlife
  7. Contract Amendment #1; Colorado Department of Public Health and Environment; Local Public Health Preparedness
  8. Grant Proposal; Colorado Department of Health and Environment; Family Planning
  9. Memorandum of Understanding; Colorado Emergency Fire Fund
  10. Liquor License Renewal; Crested Butte LLC dba Paradise Restaurant; February 4, 2020 – February 4, 2021
  11. Resolution; A Resolution Adopting the Gunnison County Procurement Policy
  12. Grant Application; Strategic Prevention Framework – Partnership for Success; GCSAPP
  13. 2020 Gunnison County Annual Operating Plan; Wildland Fire Management
  14. Contract for Services Request; Evolution Communications Agency; GCSAPP
  15. Resolution; A Resolution Requesting Aviation System Grant Assistance from Colorado Aeronautical Board and the Division of Aeronautics
- Correspondence; 2020 Election Coordination
- Scheduling
- 9:10 • Deputy County Manager's Report
1. Request for Approval to Purchase Glass Crusher
- 9:20 • Vouchers & Transfers
- Sales Tax & Local Marketing District Reports
- 9:25 • Treasurer's Report
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

134

**DATE:** Tuesday, February 18, 2020

**Page 2 of 2**

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

- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- 9:40
- Possible Executive Session; Pursuant to C.R.S. 24-6-402(4)(b) Conference with the County Attorney to Receive Legal Advice
  - Adjourn

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

**March 9, 2020****Work Session**

Work Session on Funding Mechanisms for Affordable Housing and Climate Action

**March 16, 2020****Work Session**

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

**Consent Agenda**

MOU with Nordic for SOAR Build

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

Junior Bike Week Special Event Application

Paragon People's Fair Special Event Application

**New Business**

GCSAPP Presentation and Funding Request

Year-End Report from The Chamber

Ordinance - BOZAR Guidelines

Ordinance - Turnbull Water Service Agreements

CBFPD IGA

Ordinance - Station 1 Lease

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

Funding Agreement for Housing Fund Mobile Home Project

**April 6, 2020**

6PM - Planning Commission for Slate River

**Consent Agenda**

Sidewalk Seating

Big Mine Hockey Changing Rooms Bid Award

Resolution - Final Payment for WTP

**New Business**

Ordinance - Subdivision Improvements Agreement for Tracts 1-6

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

Annexation Agreement

Ordinance - Annexation Ordinance

Ordinance - Zoning Property

Purchase Agreement for SOAR Project

Ordinance - Verizon Tower Lease

**Future Items**

- Quarterly Financial Reports
- Ordinance - CO Model Traffic Code 2018
- Briefing of the Legal Implications of Vested Rights
- Appointment of Municipal Judge - July 2020
- MOU with GCEA for Renewable Energy
- Cemetery Committee Presentation
- BOZAR Appointment - Second Meeting in April