



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

Town Council Values

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

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, July 20, 2015
Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

1) Presentation by the Town Attorney on the Town's Involvement in Requesting that the Colorado Department of Health and Environment, Water Quality Control Division Require Surety in Connection with U.S. Energy Corp.'s Discharge Permit for the Mt. Emmons Industrial Water Treatment Plant, Permit No. CO-0035394.

6:40 2) Presentation on Trampe Ranch Conservation Project by the Trust for Public Lands.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) Approval of July 6, 2015 Regular Town Council Meeting Minutes.

2) Approval of the Authorization for the Mayor to Sign a Letter to the Colorado State Senators and Representatives Opposing the Transfer of Federal Lands to State Control.

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.

7:10 STAFF UPDATES

7:30 PUBLIC HEARING

1) Ordinance No. 3, Series 2015 - An Ordinance of the Crested Butte Town Council Approving the Telecommunications Facilities Space Lease Agreement with Internet Colorado, L.L.C. for 508 Maroon Avenue and 801 Butte Avenue, Crested Butte.

2) Ordinance No. 4, Series 2015 - An Ordinance of the Crested Butte Town Council Extending the Vested Property Rights for the Planned Unit Development for Sixth Street Station, LLC for Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12, Town of Crested Butte.

7:40 NEW BUSINESS

1) Possible Direction from the Town Council in Connection with the Town's Involvement in Requesting that the Colorado Department of Health and Environment, Water Quality Control Division Require Surety in Connection with U.S. Energy Corp.'s Discharge Permit for the Mt. Emmons Industrial Water Treatment Plant, Permit No. CO-0035394.

8:00 2) Discussion and Possible Decision on the Location of the Skate Park.

8:20 3) Discussion and Possible Direction on the Creation of Micro Lots in Block 79.

8:40 4) Resolution No. 16, Series 2015 - Resolutions of the Crested Butte Town Council Communicating with the Gunnison County Clerk and Recorder of the Town Council's Intention to Submit a Referred Ballot Measure to the Registered Electors for the Increase of Sales and Uses Taxes in the Amount of One-half of a Percent on Each \$10.00 Purchase Which Will not be Collected on the Sales of Energy, Food for Home Consumption and Prescription Drugs.

8:50 5) Resolution No. 17, Series 2015 – Resolutions of the Crested Butte Town Council Adopting the Applicable Provisions of the Uniform Election Code of 1992 for the Coordinated Election to be Held on November 3, 2015 and Authorizing the

Town Clerk to Enter into an Intergovernmental Agreement with the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.

9:00 6) Presentation from the Crested Butte Land Trust on Peanut Lake Riparian Restoration Project and Request for Written Consent to Proceed for Wetland and Water Quality Enhancement Project.

9:15 7) Update from the Coal Creek Watershed Coalition on the Upper Slate Watershed.

9:25 8) Ordinance No. 5, Series 2015 - An Ordinance of the Crested Butte Town Council Granting a Ground Lease to Gunnison County Electric Association, Inc. for the Installation of an Electric Vehicle Charging Station on a 20' x 20' Portion in the Southwest Quadrant of Town Plaza as Identified in the Ground Lease.

9:30 9) Authorization for the Mayor to Sign a Letter of Support for Gunnison County Electric's Vehicle Electric Charging Station.

9:35 **LEGAL MATTERS**

9:45 **COUNCIL REPORTS AND COMMITTEE UPDATES**

10:00 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

10:20 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday, August 4, 2015 – 7:00PM Work Session – 8:00PM Regular Council*
- *Monday, August 17, 2015 – 7:00PM Work Session – 8:00PM Regular Council*
- *Tuesday, September 8, 2015 – 6:00PM Work Session – 7:00PM Regular Council*

10:30 **ADJOURNMENT**



To: Mayor Huckstep and Town Council

From: Michael Yerman, Town Planner

Subject: **Trampe Ranch Conservation Project**

Date: July 20, 2015

Background:

The Trust for Public Lands (“TPL”) will be presenting the Trampe Ranch Conservation Project to the Town Council. Attached to this memo are the project details. TPL is preparing a formal request for support for Council’s consideration on August 17th. At this time, TPL will be presenting the project details and will prepare any additional information for the upcoming meeting at the Council’s request.

THE
TRUST
for
PUBLIC
LAND



July 15, 2015

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tpl.org

Mayor Aaron Huckstep and Members of Town Council
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Dear Mayor Huckstep and Council:

As I write this letter, a project essential to the future health and preservation of the Upper Gunnison Valley and the communities of Gunnison and Crested Butte is taking shape. The attached Project Summary provides an overview, but in essence we intend to protect in perpetuity the Trampe Ranch as undeveloped ranchland.

Over the last century, the Trampe family has built a ranching operation over almost 6,000 acres throughout the Upper Gunnison Valley. We intend to permanently protect this land with conservation easements, which will ensure the views and quality of life that residents and visitors enjoy today will be here tomorrow and for generations to come. Further, this project will make it possible to retain these lands as working ranchlands, which contribute significantly to the agricultural heritage and economy of the valley.

Our preliminary estimate is that \$18-20 million will need to be raised from public and private sources to complete this vital project. At this point in our process, direct input from elected officials, residents and others interested in the future of the valley is critical.

I look forward to speaking with you at the July 20th Town Council meeting about the Trampe Ranch project. Thank you in advance for your participation and for helping protect the future of this extraordinary place.

Sincerely,

Justin Spring
Colorado Director of Land Protection

THE TRUST *for* PUBLIC LAND

CONSERVING LAND FOR PEOPLE



Trampe Ranch Conservation Project

The Trampe Ranch Conservation Project

Thanks to the commitment and vision of the Trampe family, we have a once-in-a-generation opportunity to protect in perpetuity a very special working ranch whose lands define the Upper Gunnison Valley and the communities of Gunnison and Crested Butte.

The Trampe family has enlisted The Trust for Public Land to help protect their ranch with conservation easements, which will ensure the views and quality of life that residents and visitors enjoy today will be here tomorrow and for generations to come.

If the Trampe Ranch is not preserved and a future owner were to pursue development, rather than ranching, the fundamental character of Gunnison and Crested Butte could be forever changed.

History

In 1901 a young schoolteacher from Illinois rode his bicycle to the top of Marshall Pass and saw the breathtaking valley at the headwaters of the Gunnison River. Soon he moved to Gunnison and married, settling on 160 acres north of town that is still the headquarters of Trampe Ranch.

By 1907 H.F. Trampe was growing potatoes to feed the miners working near Crested Butte and for rail shipment to other markets.

Over the next century the ranch grew by many more acres and the potato business became a thriving cow/calf operation. Today the grandson of that original mountain biker manages a complex and sustainable ranching enterprise, based on the plants and soils found in the narrow valleys, along rushing rivers and on the slopes above. The Trampe Ranch pastures today are the scenic backdrop to a vibrant and treasured landscape that draws hundreds of thousands of visitors every year.

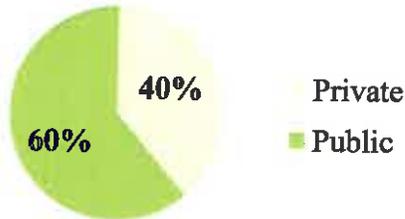
Conservation Easement

The Nature Conservancy will steward the Trampe Ranch conservation easement. Under the terms of this conservation agreement, no new building sites will be created. The only developed areas will be the existing ranch headquarters and two other ranch worker residences. Seasonal cow camps on the high country parcels between Mt. Crested Butte and Gothic will permit the continuation of the careful land and water stewardship that is the hallmark of the Trampe Ranch.

Funding Sources

The estimated appraised value of the conservation easement is \$23,500,000. Trampe Ranch will donate 25% of the easement value. The remaining funding is being sought from:

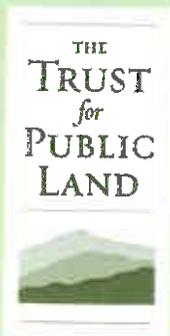
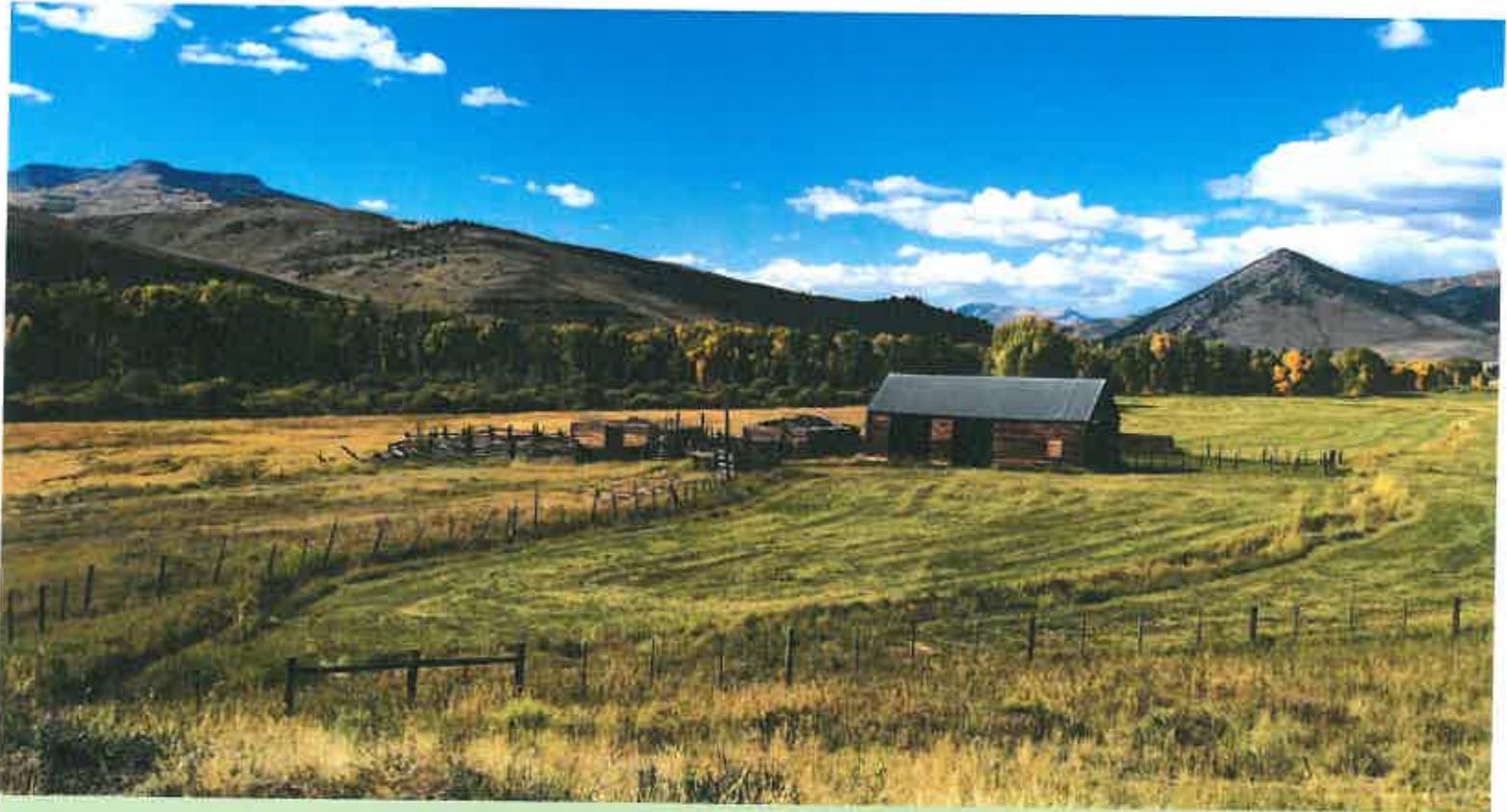
Potential Funding



Benefits to the Community

Conservation of Trampe Ranch will build on past conservation investments and create long-term benefits for the community, such as:

- protecting the scenic views and way of life that define Crested Butte and the Gunnison landscape;
- securing senior water rights to ensure they stay with the land forever;
- providing the certainty local governments need to plan for the future;
- making it possible to maintain a ranching operation that makes up 25% of the agriculture economy in Gunnison County;
- providing key wildlife habitat, including thriving riparian areas along the East River and important large game habitat.

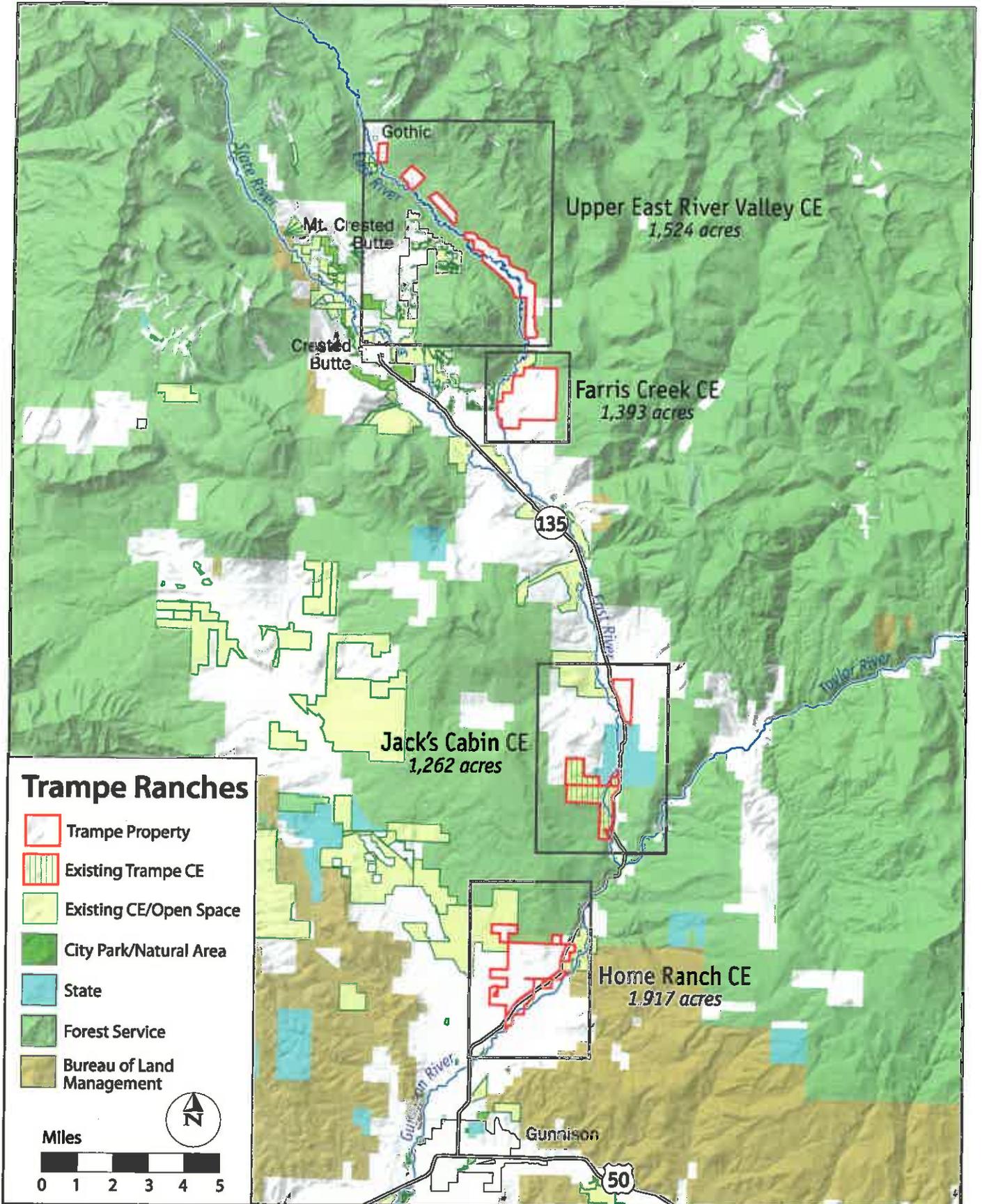


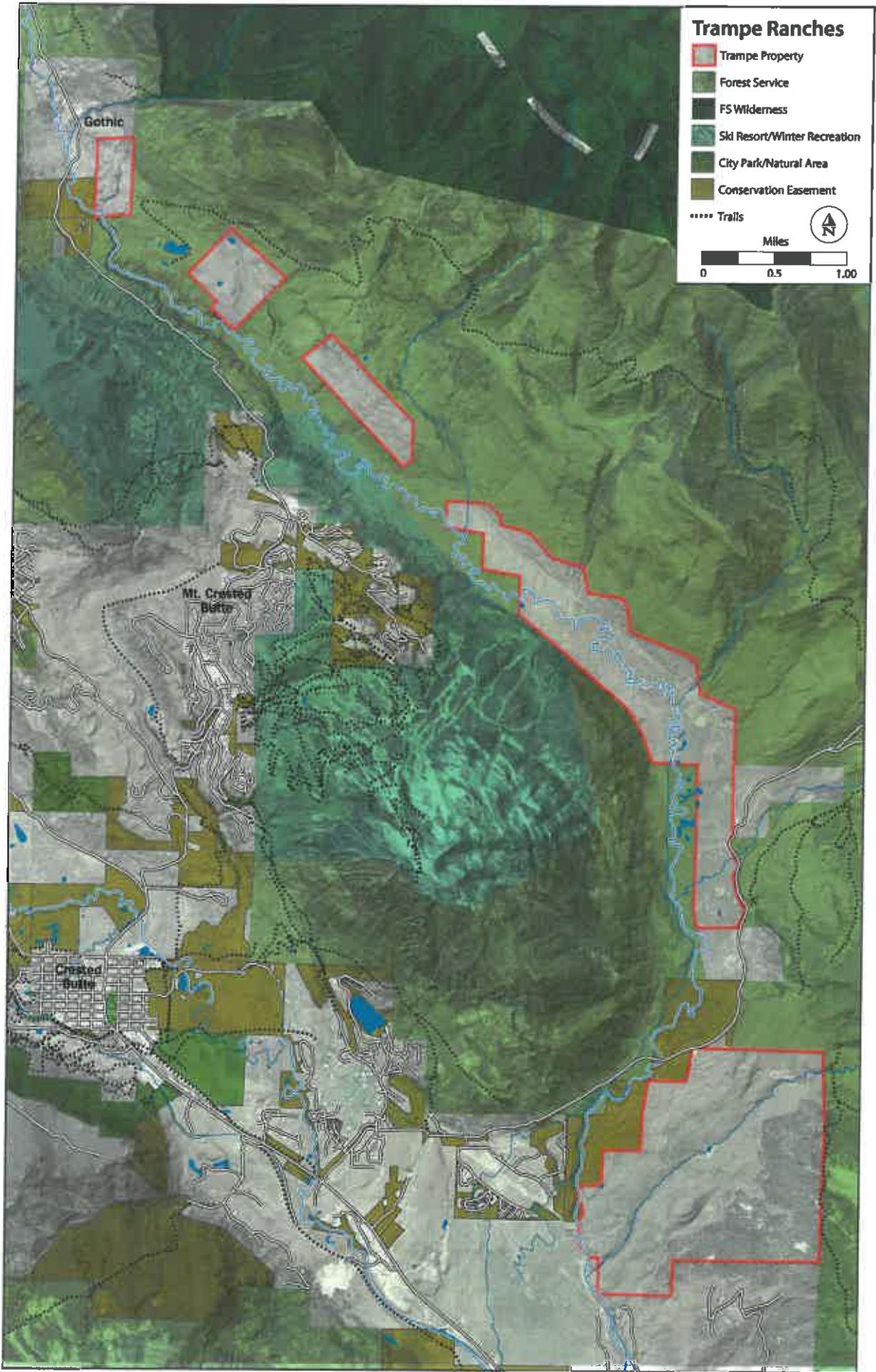
The Trust for Public Land conserves land for people to enjoy as parks, gardens, and other natural places, ensuring livable communities for generations to come.

tpl.org

For more information:
Justin Spring, Director of Land Protection
The Trust for Public Land
1410 Grant Street, D210
Denver, Colorado 80203
303.867.2331
Justin.Spring@tpl.org

Photos: Gunnison Ranchland Conservation Legacy
©2015 GRCL





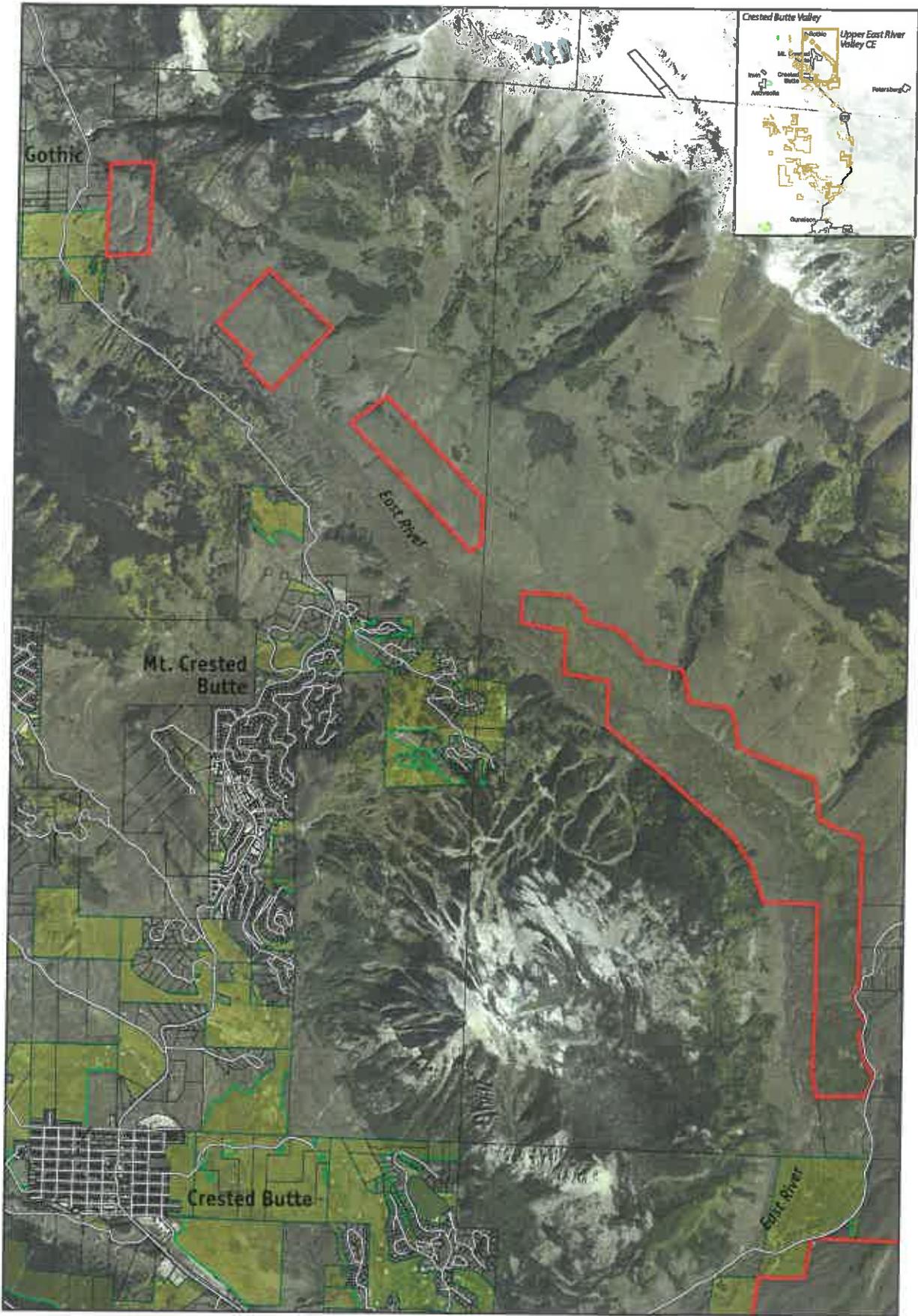
Trampe Ranches

- Trampe Property
 - Forest Service
 - FS Wilderness
 - Ski Resort/Winter Recreation
 - City Park/Natural Area
 - Conservation Easement
 - Trails
- Miles
0 0.5 1.00

Gothic

Mt. Crested Butte

Crested Butte

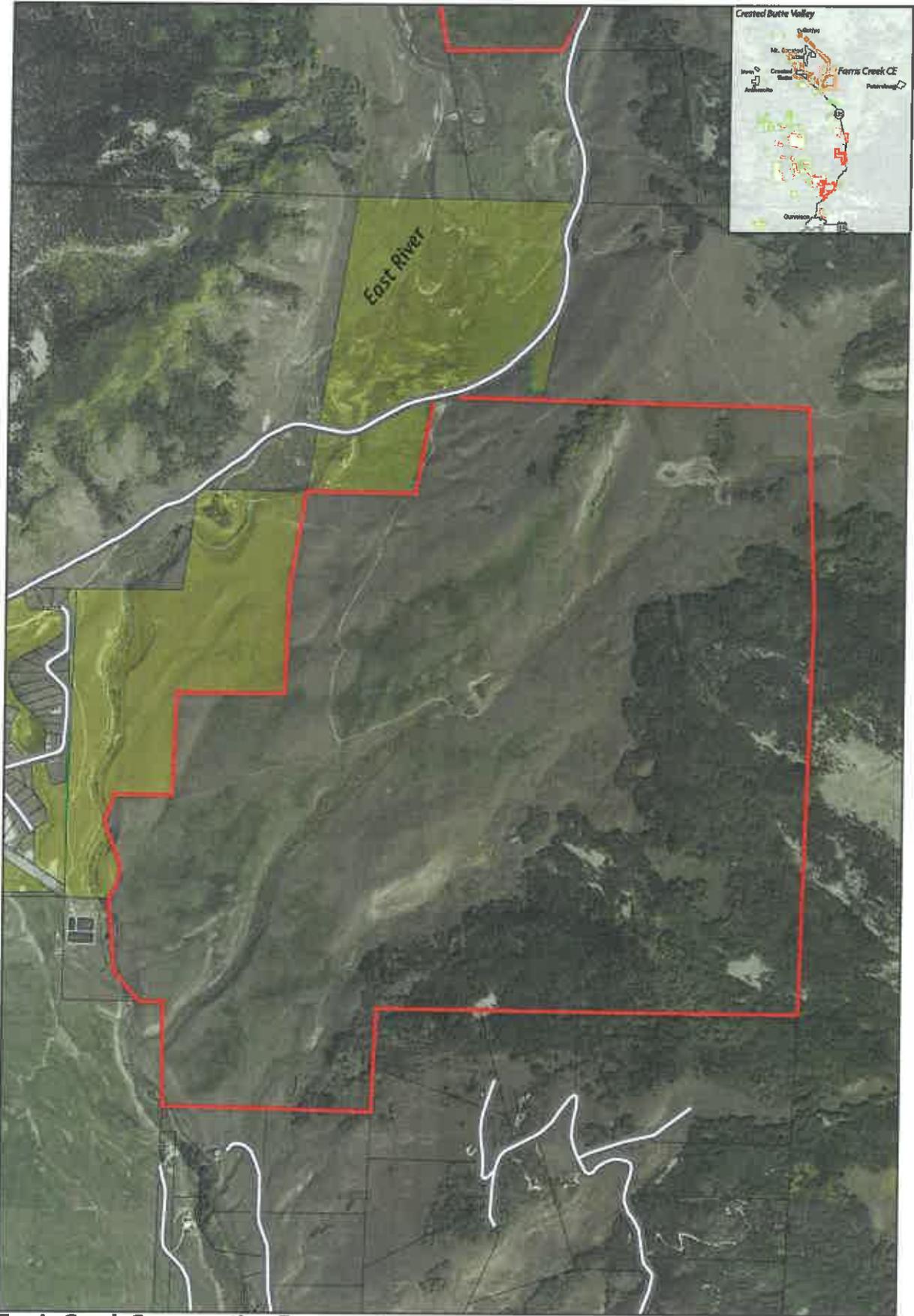


Upper East River Valley Conservation Easement

Gunnison County Colorado

- Trampe Property
- Existing Easement/Open Space
- County Parcel



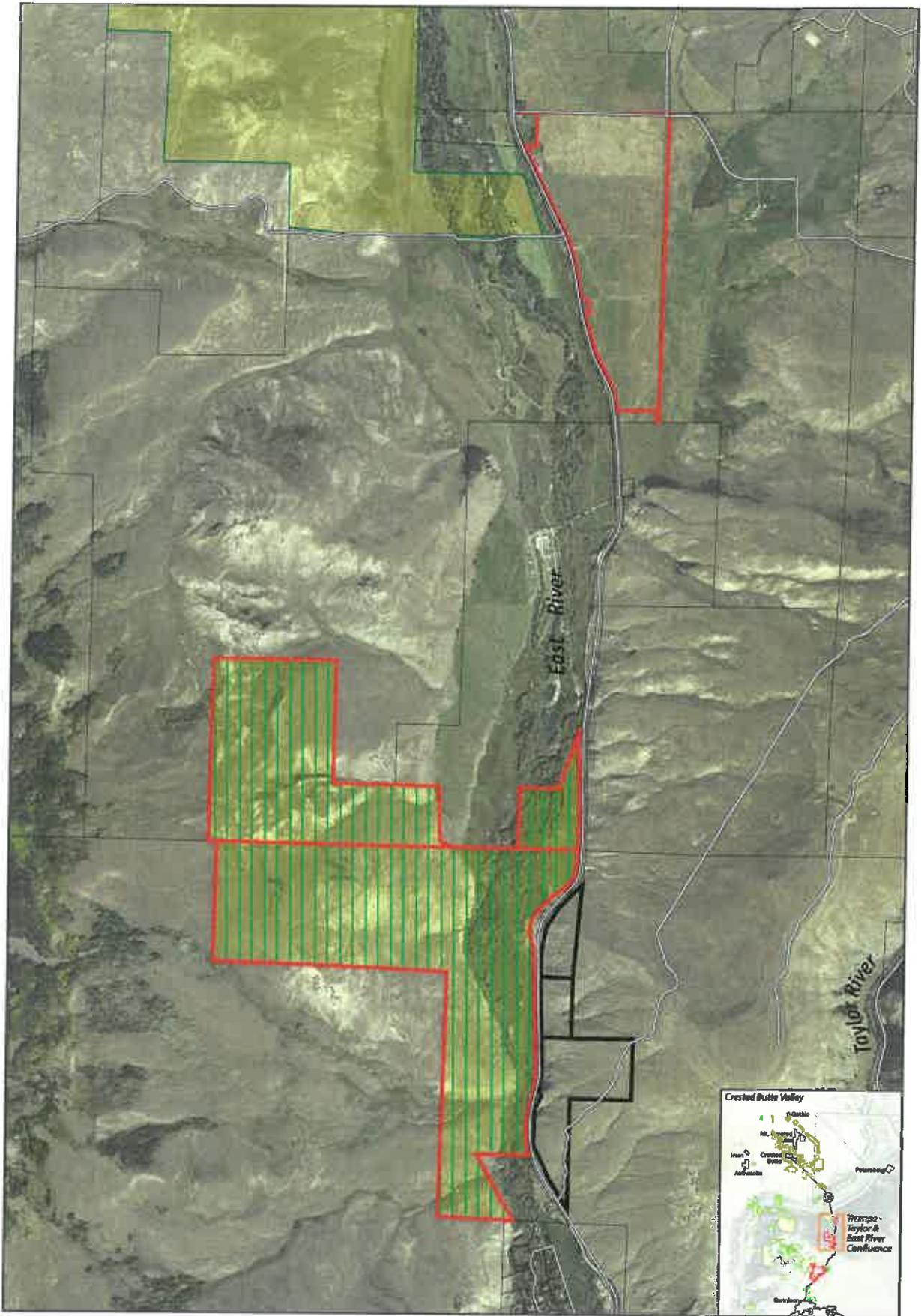


Farris Creek Conservation Easement

Gunnison County Colorado

- Trampe Property
- Existing Easement/Open Space
- County Parcel

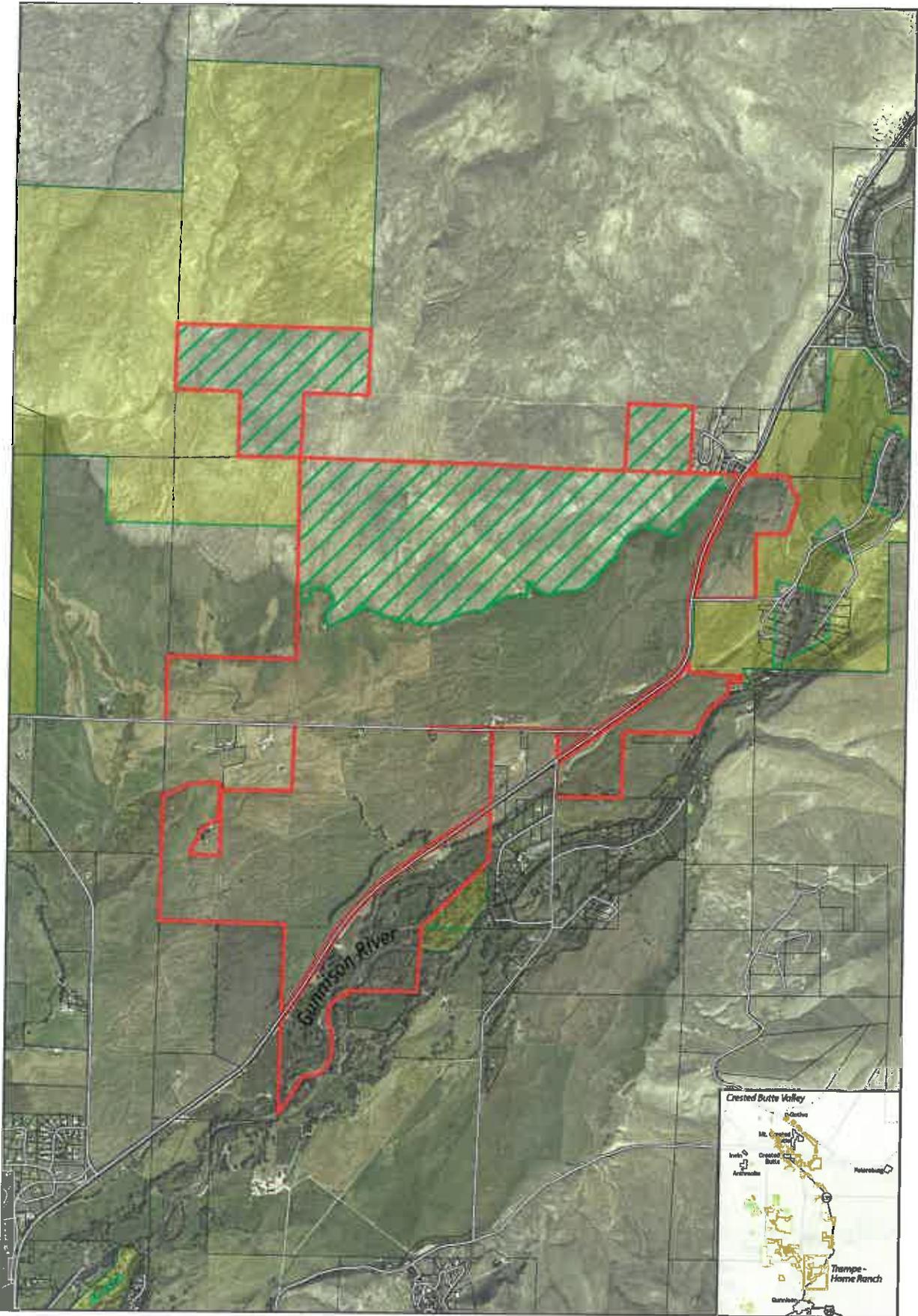




Jack's Cabin Conservation Easement

Gunnison County Colorado





Home Ranch Conservation Easement

Gunnison County Colorado



MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, July 6, 2015
Council Chambers, Crested Butte Town Hall

Mayor Huckstep called the meeting to order at 6:03PM.

Schmidt moved and Mason seconded a motion to go into Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Council Members Present: Jim Schmidt, Roland Mason, Shaun Matusewicz, Skip Berkshire, and Glenn Michel

Staff Present: Town Manager Todd Crossett, Building and Zoning Director Bob Gillie, Finance Director Lois Rozman, Chief Marshal Tom Martin, Public Works Director Rodney Due, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, and Town Clerk Lynelle Stanford

Town Attorney John Belkin was present for the regular meeting.

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

- 1) Approval of June 15, 2015 Regular Town Council Meeting Minutes.**
- 2) Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015.**
- 3) Approval of Resolution No. 14, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Contract for Use of the Big Mine Hockey Arena by the Gunnison Valley Hockey Association.**
- 4) Approval of 2015 Spring Community Grant Funding Recommendation.**

Number 2, Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015, was removed from the Consent Agenda and moved to the first item under New Business.

Schmidt moved and Mason seconded a motion to approve the Consent Agenda with the removal of number 2, which was added under New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

None

STAFF UPDATES

Janna Hansen

- Referred to her staff report that provided an update on the status of the skate park location. Schmidt asked when the discussion about the location of the skate park should be on an agenda. Hansen explained the contract with Mundus Bishop ended in August, and she would need the Council's recommendation by the beginning of August. If not, they would move forward with the master plan with the skate park at Big Mine and one plan without the skate park. Huckstep said the topic would be added under Other Business.
- Becker Arena would be on site next week to fix the dasher boards.
- There would be a water audit the week of July 20.
- There was construction on the shade structure this week, and there would be a grand opening for the tennis courts.

Michael Yerman

- The ground breaking for Blocks 79 and 80 would be at Noon on Wednesday.
- Thanked the Nordic Center for their contributions to the trail kiosks.
- The Youth Corp arrived to build trail on the other side of Baxter Gulch. Thanked Doug Bradbury for his work on Baxter Gulch.
- Mentioned that he had a productive meeting with CDOT regarding the Red Lady intersection. They would like a peer review for a design that could work for that intersection. If CDOT approved the design, Town would be in the five to ten year hopper. This topic was added to Other Business.
- He was investigating a micro lot ordinance that would allow for the subdivision of Lot 10 in Block 77, so it could be sold as two properties. BOZAR would weigh in on zoning in August.

Rodney Due

- Had been working with streets and striping.
- The 4th of July went very well. The volunteer crew did a great job of cleaning up. He was thankful for all of the help from crews on the 4th.
- There would be a preconstruction meeting tomorrow on Blocks 79 and 80. They would hold weekly project meetings.

- Mentioned that Segó turned in his resignation, and he would be putting out an announcement to hire a new custodian for the Town.
- Michel wondered how the treatment plant fared over the busy weekend. Due said the flows increased 60,000 gallons, which was the equivalent of flushing 12,000 toilets. There were elevated ammonia levels on the wastewater side, but the numbers were fine going out. Huckstep asked if the flows were bigger than last year. Due estimated there could have been 1,000 fewer people this year.

Lois Rozman

- Sales tax numbers were provided in the packets.

Tom Martin

- The 4th of July was successful, but it wasn't without minor concerns.
- Commended the Parks and Rec crew, who was out doing trash collection all day. Said that Crossett was out at 5:30AM, as well.
- Bike Week and Ride the Rockies went well. Schmidt questioned how the beer sales went in the expanded liquor footprint downtown. Martin said overall it went smoothly. About fifteen hired security personnel were present controlling the perimeter. He didn't think the projected numbers were there. Michel agreed security did great.

Lynelle Stanford

- Mentioned that nomination petitions would be available on July 17. The first day to circulate petitions would be August 4, and they were due by August 24.
- Received an application and fees for the fifth marijuana dispensary.
- Listed upcoming special events.
- Reminded the Council the first meeting in August would be on a Tuesday.

Todd Crossett

- Over the 4th of July weekend he was stopped and told how friendly people were in Crested Butte.
- The surveyor for ADUs had been hired and would be starting on Thursday.
- The One Valley Prosperity Project's State of the Valley report was finalized.
- There would be a QQ meeting (Water Quality/Water Quantity) meeting on July 16 from 10AM to 3PM in Council Chambers.
- The first project meeting for Blocks 79 and 80 would be tomorrow.
- Region 10 was putting together a DOLA grant for Phase 2, to start the next phase of broadband.
- Would present a plan at the next meeting for the election voter roll survey.

Ladoulis asked to have mentioned that the signage directing people to park at the school wasn't there for the 4th of July.

PUBLIC HEARING

1) Discussion and Possible Approval of a New Hotel and Restaurant Liquor License for Iron Horse Tap LLC DBA 3 Chix Located at 16 6th Street.

Huckstep confirmed that proper public notice was given. The public hearing was opened. Huckstep confirmed there were no changes from the time the staff report was written.

Schmidt wondered how late 3 Chix would be open. Huckstep asked if it would affect his decision if they were open until 2AM. The applicants arrived, and Huckstep confirmed they were present in support of the liquor license application. Mary Hiteman, owner of Iron Horse Tap LLC, said they would be doing happy hour from 2PM to 6PM, but they would not stay open until 2AM. Schmidt further questioned if they would be closed by 10PM. Danielle Hiteman, Manager of 3 Chix, said they would only be open until 6PM or 7PM. There was no further discussion by the Council.

Mason moved and Schmidt seconded a motion to approve the application for a new Hotel and Restaurant liquor license submitted by Iron Horse Tap LLC DBA 3 Chix located at 16 6th Street; Crested Butte, Colorado for the reasons stated in the staff report. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Approval of Special Event Application and Special Event Liquor Permit for Big Mountain Enduro in Town Park from July 29 through August 3, 2015.

Matusewicz questioned the security plan because the security company named in the application had changed. Event organizer, Brandon Ontiveros, said they hired contractors to handle the identification of minors, and security would be alternating shifts throughout the day.

Secondly, Matusewicz questioned including the parking on 7th Street with Town Park for the event. He wondered if it was a necessity. Michel explained that sponsor vehicles could not park on the grass. Ontiveros said many teams were arriving with trailers and rigs, and they were trying to find every viable option for parking. Huckstep stated that the school parking lot was in the area. Schmidt wondered about the Academy Lot, which Stanford said was needed for parking for the Center for the Arts. Matusewicz said the Council needed to be aware they were giving away parking spaces on 7th Street. Huckstep said they should approve the application with changes or as is, but there was a long-standing policy to not park on the grass. Rozman added that Block 76 had been used for parking. Schmidt confirmed with Due that they could prepare the lot for parking. Mason summarized to keep 7th Street for event vehicle parking and open Block 76 for parking.

Mason moved and Schmidt seconded a motion to approve the special event application and special event liquor permit for Big Mountain Enduro located at Town Park from July 29 to August 3, 2015 contingent upon the event organizers concluding the welcome

meeting for riders by 7PM on July 29, 2015 and securing appropriate security. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Comments by the Red Lady Coalition and High Country Conservation Advocates Regarding Recent Developments at U.S. Energy Corp.

Bill Ronai, Chairman of the Red Lady Coalition, and Alli Melton, Public Lands Director of High Country Conservation Advocates, were present at the meeting. Ronai explained that U.S. Energy’s first quarter earnings were down to \$1.8M from \$4.4M, and their stock prices had dropped dramatically. The annual run rate for the treatment plant was \$1.8M. The cost of mineral holding rights was \$1.1M, and Mt. Emmons cost close to \$3M per year without revenue. Additionally, Ronai explained that U.S. Energy’s borrowing facilities, secured on oil and gas assets, had been reduced. As of April, their available financing had been reduced from \$24.5M to \$7.5M, and \$6M was outstanding as of March. Molybdenum market prices were hovering around \$6 per pound, which was down from \$12.50 a pound. 70% of molybdenum produced and sold was a byproduct of copper mining.

Melton said that U.S. Energy’s situation emphasized something HCCA had been pushing for a long time: the water treatment plant needed to be bonded. She recommended that the Council and County Commissioners submit a letter notifying them they wanted to raise the issue again that it was not bonded and they needed to protect the water quality. She listed three agencies that should have concern and could have a letter submitted to them: Water Quality Control Division, Mine Land Reclamation Board, and the Forest Service because the water treatment plant was on their land.

Huckstep suggested the topic of a letter from the Council be added to the next agenda. Matuszewicz asked Ronai to provide landscape to U.S. Energy’s holdings and if it resulted due to a fall in oil prices. Ronai stated the fall was quite large, and he said the market was reacting to something else. He could only speculate that there was something else at play. Matuszewicz asked what the suggested safe level for bonds was. Melton said the Forest Service had a \$1K bond that was tied specifically to construction, and it didn’t have relevance to continued operation. Ronai said the operating cost was \$1.8M, it probably needed serious upgrades, and the bond needed to take into account “x” number of years. Belkin said the ground was plowed about six years ago, and he would bring the information to the Council in one piece.

3) Resolution No. 15, Series 2015 – Resolutions of the Crested Butte Town Council Acknowledging the Town Council’s Pledge to the Center for Arts in Connection with the Center’s Expansion of its Facilities on Town Property.

Mason recused himself and left the room.

Huckstep questioned Rozman if she was comfortable with the Town’s pledge and if it was viable for Town. She explained the source of funds was interest earned on sales tax, and it was not competing with the General Fund. She believed it was viable. Huckstep

asked Crossett to speak to the in-kind portion of the contribution. Crossett explained it would come into the budget discussion, and it would be taken into account with the overall work plan. He said there would be fewer elective projects someplace else, but the daily work would continue. He further explained that Staff could write grants and bring in funds, which would count towards the in-kind contribution. Due said it was similar to the in-kind work that was done on the Big Mine Ice Arena. Michel wanted to clarify to Staff that Council acknowledged there would be less of something else. Matuszewicz was uncomfortable with the amount of money. The cash value of the fund was \$700K, and the cash contribution would be \$500K. He wanted to be sure if Town exceeded the expected in-kind contribution, it would apply towards the total contribution. He wondered if that concept was considered in the contract. Crossett said the model contemplated if it was \$700K in-kind, the cash contribution could be less. Huckstep confirmed with Carol May, President of the Center for Arts Board, that if Town brought in \$800K in grant funds for the project, the expectation was it would count towards the \$1M. Schmidt confirmed with Rozman that Town hadn't contributed significantly to the Center for the Arts in the past twenty years. Rozman said it had been seven or eight years since Town contributed yearly, but there were no large capital donations specifically for building improvements. Huckstep posed the question to the crowd if anyone was opposed. Everyone in the crowd raised their hands in support. May thanked the Council for their support.

Schmidt moved and Michel seconded a motion to approve Resolution No. 15, Series 2015. A roll call vote was taken with all voting, "Yes," except Mason who recused himself. **Motion passed unanimously.**

4) Ordinance No. 3, Series 2015 - An Ordinance of the Crested Butte Town Council Approving the Telecommunications Facilities Space Lease Agreement with Internet Colorado, L.L.C. for 508 Maroon Avenue and 801 Butte Avenue, Crested Butte.

Huckstep asked the Council if they had any questions for Staff. Matuszewicz wanted strong language included concerning termination. He cited the biggest issues came from people leaving and not returning the area to how it was previously.

Matuszewicz moved and Schmidt seconded a motion to set Ordinance No. 3, Series 2015 for public hearing on July 20, 2015. **Motion passed.**

5) Ordinance No. 4, Series 2015 - An Ordinance of the Crested Butte Town Council Extending the Vested Property Rights for the Planned Unit Development for Sixth Street Station, LLC for Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12, Town of Crested Butte.

Huckstep asked Gillie if he had anything to add to what was written in his staff report. Gillie said he could elaborate on anything in the staff report, and he invited Council to ask him any questions before the next meeting. He said that BOZAR recommended the vested right be extended, and he suggested they didn't get too deep. Matuszewicz asked the proponent, Gary Hartman, who was present if the project would change in scope and

result in a new submittal. Hartman explained they were entertaining a new development agreement with a new developer, who wanted a joint venture with landowners. They were asking Council to protect the investment of the current landowners. He said they might bring in a new development project, but it was not a guarantee. Michel explained that new BOZAR approval would supersede the current approval, and they wouldn't own two vested property rights at the same time.

Michel moved and Mason seconded a motion to set Ordinance No. 4, Series 2015 for public hearing on July 20, 2015. **Motion passed.**

6) Discussion and Direction Regarding Repair of Elk Avenue Following Anheuser Busch's *Whatever USA* Major Special Event on September 5-7, 2014; and Related Discussion with Anheuser Busch Regarding Reimbursement for Repairs.

Huckstep brought the Council's attention to the staff recommendation. Berkshire asked if the product was rolled. Due described that this was a different mix design, and it was a newer process suggested by United. Crossett explained United's sister company had been using it. Mason wondered if there would be issues with cold temperatures in this environment. Matusewicz thought the only appropriate solution was to bring the street back to its full integrity. Events had to return Town to the condition in which they found it. Schmidt asked how much was being held from Bud Light. Belkin said the cash deposit was returned, except for \$60K. He said it was not enough. He suggested that he write a letter to Anheuser Busch (AB) indicating they should pay for the street. AB said at best Town should get slurry coat, which was budgeted at \$20K. Belkin recommended a conversation with them. Matusewicz did not feel that a ¾ inch overlay would leave the street whole. Michel reminded the Council that the street was fundamentally sound; they were dealing with cosmetics. Crossett listed the drawbacks of re-milling the street to include closing Elk for more time and the logistical issue of bringing in a milling machine. Berkshire asked when it would be time on the regular street schedule to do Elk again. Rozman said it would be at least seven years. Due reminded them the street's integrity was fine. He referred to the job that was botched, and he said that if it was a good slurry coat, the crew could not have removed it. Berkshire thought the proposed solution was pretty good. Schmidt could not believe that AB wouldn't back what their spokesman said about the street being returned to its original condition or better. He wanted to be sure the overlay wouldn't come up during plowing. Due hadn't used it before, and he was going with what United said. Crossett felt United would stand behind their work. Schmidt agreed they needed to send a letter to AB. Matusewicz stated it was untested technology that had not been used in the valley. He didn't want to shortchange the public. Mason said that with the closure of Elk to businesses the reaction had been to just take care of the street. He was ready to make the decision. Michel agreed that he was ready to decide on the ¾ inch overlay. Huckstep thought it was amazing Town even had to argue with AB. Belkin clarified there were three parties involved, and he had not spoken directly with AB.

Schmidt moved and Mason seconded a motion to direct staff to put out a RFP for ¾ inch asphalt overlay and fog coat to be completed as soon as practical and to direct the town

attorney to draft a letter to Anheuser Busch to be signed by the mayor. A roll call vote was taken with all voting, “Yes,” except Matuszewicz voted, “No.” **Motion passed.**

7) Discussion and Possible Direction to Staff to Generate a Resolution Notifying the County Elections Office of the Town’s Intent to Submit a Ballot Initiative for the 2015 Ballot for Funding of Town Parks.

Justin Spring and Jim Peterson were present from the Trust for Public Lands (TPL). Berkshire questioned why the previous report from TPL suggested that two financial initiatives were not together on the ballot. Spring said their general experience nationwide was that with two, the risk was losing both of them. Berkshire suggested collaborating with Gunnison on what they were doing with the marijuana excise tax. Huckstep said they adopted a 5% excise tax already, so Berkshire removed his recommendation. Mason felt that with the close margin last year, people didn’t understand the intricacies. He said that Town wouldn’t see the same potential revenue with Gunnison as competition. He wanted to proceed with the tax measure that would cover Parks and Rec. Schmidt agreed, and he liked the idea of a steady revenue source for Parks and Rec. The revenue would increase as the demand increases. They showed that citizens would pay 21% of the sales tax, which showed a great return on investment. Huckstep mentioned the bathrooms at the Chamber, and he thought additional revenue would allow Town to help the Chamber. Huckstep said that if the Council decided to move forward, they couldn’t expect Staff or TPL to carry it. Council needed to be unified and support the initiative to make it happen. If they did it twice, he wanted to do it right. Crossett explained that if a group emerged from the community, TPL would help provide a backbone. Spring said their team looked at why the initiative failed last year, and they determined it was because there wasn’t a citizen led campaign. A well thought out, well-planned group of citizens could help it fare better. Matuszewicz pointed out that if the ballot initiative passed, Crested Butte would be tied for the fourth highest sales tax rate in the state. He thought it most striking who was not on the list. He wondered what communities were doing that Crested Butte was not, and he didn’t want to burden the public. Michel countered that there was a strong retail center in community, and property taxes have been held back. The shift to sales tax was a more equitable way to fund that affected not only looking at property owners. He was comfortable with how it was structured. The consensus from Council was that Staff was to bring back an ordinance reflecting the ½ percent sales tax increase.

Schmidt moved and Mason seconded a motion to direct Staff to draft a resolution as set forth in the staff report. A roll call vote was taken with all voting, “Yes,” except Matuszewicz voted, “No.” **Motion passed.**

LEGAL MATTERS

Michel referred to the discussion on the vested property right coming before the Council. He questioned if the process of coming in front of Town Council was the way of the future. Belkin stated he wasn’t comfortable with how the Code read. The Town’s process for PUD was an anomaly. The process for PUD was that the Code incorporates

relevant State statute that it has to come to the legislative body. Huckstep suggested Michel and Belkin could discuss later.

COUNCIL UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- The 4th of July was great.

Skip Berkshire

- Attended a Housing Authority meeting. They wanted to move forward with the comprehensive needs assessment. Each municipality would be on the hook for \$10K, or \$15K if they didn't get a grant. It would be money budgeted for 2016. The County was going to front the money with the Housing Authority, but they were looking for a greater commitment from the communities. Yerman said the request would be an agenda item for the next meeting.

Shaun Matuszewicz

- The Center for the Arts held a board meeting related to architects, but he did not attend.

Roland Mason

- Attended a Mountain Express meeting. Numbers were up slightly for July, and they were flat for May.
- They had a RFP out for bus painting. They received three new busses right in a row, and they probably couldn't paint them all right away.
- They discussed putting money away for capital considering the Public Works Master Plan, and regardless of the annexation, they could consider expanding the facility.

Aaron Huckstep

- Mentioned the RTA meeting Friday.
- The Forest Service would be meeting on the winter travel management issue in Gunnison, and he would be attending.
- There were a couple of things going on with the joint facilities committee consisting of Mt. Crested Butte Performing Arts Center and the Center for the Arts.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

It was brought forth if the skate park final location should be discussed on the next agenda. Berkshire said that the Big Mine process was the polar opposite of Whatever. Out of everyone, categorically, they agreed the skate park should move. Then, it came to the Council, who said, "No." Berkshire said the people had spoken. The process was air tight, but Council was not ready to embrace it. Matuszewicz asked the question of where it would go, if they said to move it. Huckstep asked the Council if they wanted to revisit

to make a final determination. The central issues seemed to be the unknown and the costs. Berkshire and Mason requested the topic be on the next agenda.

Yerman stated that he and Gillie met with CDOT concerning the Red Lady intersection. Considering traffic projections and studies they asked if it was something CDOT wanted to discuss, and they did. Yerman explained that the design from Kimley-Horn was not a true design. CDOT wanted to look at utilities and how streets might have to shift, and they would come back to Council with a design concept that was examined by their engineers. Yerman added that additional pavement would speed up traffic and would be counterintuitive to speed limits. It would be a five to ten year process. Basically, Town would be on a list, and Town would be higher on the list if the project were shovel ready. Yerman said there was about \$15K left in the Transportation Fund. He asked the Council if they wanted Staff to engage Kimley-Horn to work with CDOT engineers to prepare a concept for CDOT to present. Mason felt it would make sense to look at the overall plan as opposed to a short-term fix. He said that with factoring in the traffic of a bigger school, something was needed. Mason was in support. Huckstep questioned if Town wanted to engage Kimley-Horn. Yerman said they had the background to do engineering, and CDOT would match what Kimley-Horn was putting in. Huckstep asked if anyone on Council did not want to see Kimley-Horn involved. Berkshire wasn't impressed with them. Schmidt had concerns about them, too. Yerman reminded the Council they would be working in conjunction with CDOT. He explained that the intersection was an on system intersection for them. Matuszewicz said that if they engaged CDOT, they would be stuck with the design. Yerman said the issue was that CDOT wanted turn lanes. Michel told the Council that they balked at the roundabout because of the price tag. If the Feds and the State were involved, there would be a reduction in the cost to Town. Yerman said it most likely would be a 20-80 split, but the more the Town contributed, the more likely it would be a reality. Michel confirmed Town would need to come up with 20%. Yerman further explained that CDOT imagined traffic would increase with the paving of Cottonwood Pass. He cited the value of going through the process to have the groundwork done was that with plans and being shovel ready, they would help put Crested Butte at the top of the list. Yerman had also been working with JVA, and he could potentially bring them on, instead of Kimley-Horn. However, he wasn't sure traffic engineering was their thing. The Council agreed that Yerman should proceed with the process to work with CDOT with the engineers he determined were best suited.

Next, the Council discussed the retreat with Staff. Matuszewicz thought it was important the Council sat down together first. Huckstep said he would work with Crossett to get proposals from potential facilitators. He said they could try to be ready by the end of August. The Council agreed. Mason wondered if it made sense to look at the end of August with the election two months from then. Crossett said there would be carry over in patterns into the next Council. He thought it could be an opportunity to bring people in under a new pattern. But, it could be looked at both ways. There was a short discussion concerning the timing and scheduling of the review of the Town Manager.

Schmidt wondered where they were on the proposed annexation. Belkin hadn't heard back after sending a letter to the applicant last week. Yerman explained the next step was the pre-annexation agreement. He said he would talk to the applicant and report back, but it could be on the agenda for July 20.

Matusewicz asked if the wastewater treatment plant (related to a previous agenda item on U.S. Energy) bonding issue would be on the agenda for the next meeting. Huckstep said that an objective from December was how to deal with the issue, which was much larger. Matusewicz was okay just dealing with the bonding issue, and the further discussion could be rolled into a later date. Huckstep said it was not just about the bond; it was related to the financial decline of a company that owns an asset. Huckstep said it would be shortsighted to talk about the bond but not other issues. Crossett said there was an opportunity to come up with a solution if they lost the ability to run the plant. Berkshire said the discussion had to be tightly framed to make rational decisions, and he was against launching into an open-ended discussion.

Matusewicz mentioned the letter in the packets from David Leinsdorf concerning signs near the Woods Walk. Yerman had been working with the Tourism Association to add signs. He thought the trail kiosks in the area would solve the problem, but he had money in the budget to address Leinsdorf's concerns.

Next, the letter from Sally K. Johnson concerning speeding on side streets was mentioned. Berkshire and Mason were completely against the planters. Berkshire mentioned that his neighbors purchased a 15MPH sign themselves, and the sign they purchased had disappeared. Matusewicz said the Council had discretionary funds to purchase more signs. The Council asked Yerman to respond, and Crossett said it could be discussed with at the next senior staff meeting.

Lastly, Schmidt brought up VRBOs and that it would be worthwhile for a couple of Staff and Council members to come with a recommendation to Council. It was not easy but he thought there were steps to take to address some of the problems. Huckstep said they could set up the committee to report back to Council by the first meeting in August. Huckstep and Schmidt both volunteered to be on the committee. Crossett said he lacked the ability to put in a bunch of time in July. Huckstep suggested it was an issue that concerned Gillie, Yerman, and Rozman's departments.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, July 20, 2015 – 7:00PM Work Session – 8:00PM Regular Council
- Tuesday, August 4, 2015 – 7:00PM Work Session – 8:00PM Regular Council
- Monday, August 17, 2015 – 7:00PM Work Session – 8:00PM Regular Council

EXECUTIVE SESSION

Schmidt moved and Mason seconded a motion to go into Executive Session for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. 24-6-402(4)(a). A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Council went into Executive Session at 9:27PM. Council returned to open meeting at 10:40PM. Mayor Huckstep made the required announcement after returning to the open meeting. No action was taken.

ADJOURNMENT

Mayor Huckstep adjourned the meeting at 10:41PM.

Aaron Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

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

-A National Historic District-

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

Dear Colorado State Senators and Representatives,

RE: Transfer of Federal Lands to State Control

The Town of Crested Butte would like to strongly urge you to oppose any federal legislation that would transfer federally-administered land to state control. Crested Butte is surrounded by U. S. Forest Service and BLM lands. Gunnison County consists of approximately 80% federal lands.

Federal lands are essential to the quality of life in Crested Butte, providing extensive public recreational opportunities for everything from skiing and snowmobiling in the winter, to hiking, biking, camping, fishing, hunting, horseback riding, sightseeing and numerous other outdoor activities year round. In addition, a significant amount of nearby public land is used in the summer for grazing of livestock, ensuring the viability of cattle ranching in and around Crested Butte.

The unified, experienced, consistent and continued management of federally administered public lands by the Forest Service and the Bureau of Land Management best protects the national value and utility of these public lands for all Americans. Continued federal management also protects the values on which the economy of Crested Butte depends.

We believe the best way to maintain these lands into the future is through continued federal control, with costs shared by all the Americans that use and enjoy these lands. We oppose any effort to transfer control of these federal lands to the State of Colorado, principally because we question whether the State of Colorado has the financial wherewithal to maintain and protect these tremendous resources.

Thank you for your consideration of this very important issue.

Aaron Huckstep
Mayor, Town of Crested Butte



Staff Report

July 15, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director

Subject: Ordinance No. 3, Lease of Town Property to Internet Colorado

Summary: Staff was contacted back in 2014 by Internet Colorado about the possible placement of a tower and some computer equipment on Town property in exchange for improved internet service for Town operations. Ordinance No. 3 and its attached lease are the culmination of that process.

Background: In early 2014, the Town was approached by Internet Colorado about placement of equipment on Town property. The initial location requested was Town Hall. Through the BOZAR process, it was determined the Public Works shop would be a better location as it already had an antennae on it. Internet Colorado began working to see what it would take to get fiber optic to the shops and it quickly became prohibitive. At this point, both the Town and Internet Colorado had major projects in front of them and the project was put on hold. In early 2015, The Town's IT Committee started working on an internet solution for Town operations. They looked into Century Link, Time Warner and Internet Colorado. The committee selected Internet Colorado and began working with them to come up with the arrangement as depicted in the lease agreement attached to Ordinance No. 3. In summary, Internet Colorado brought fiber optic into the Marshals' office. There will be a small dish added to the antennae that already exists on the building. That will transmit signal to the Public Works shop which will have an antennae used to send their internet out to other customers. They will also have a small closet space inside the building to house their equipment. In exchange, the Town will receive a 20 meg up/down line for each of the Marshals' office, Town Hall and Public Works.

Discussion: The IT Committee investigated several internet options and elected the Internet Colorado lease arrangement as the best path forward. The cost of fiber optic to Town Hall was cost prohibitive through Time Warner and Century Link. The monthly carrying cost of fiber optic was \$1,000 a month. Time Warner cable internet into Town Hall didn't give us the reliability needed and Century Link, which has been very reliable, couldn't get us any better speed than what we were already on.

Financial Implications: As proposed, the current Century Link internet bill will go away and the Town will receive greater internet capabilities at no cost. Should the internet supplied through the lease arrangement not be adequate for Town needs, lessee will pay the Town the retail value of the service which the Town would then use to go out and purchase other internet service.

Recommendation: Staff and the IT Committee recommends approval of Ordinance No. 3, Series 2015 after public hearing.

Proposed Motion: I move to approver Ordinance No. 3, Series 2015.

ORDINANCE NO. 3

SERIES NO. 2015

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE TELECOMMUNICATIONS FACILITIES SPACE LEASE AGREEMENT WITH INTERNET COLORADO, L.L.C. FOR LOTS 1-5 AND 28-32, BLOCK 1 AND LOTS 1-5 AND 28-32, BLOCK 12, TOWN OF CRESTED BUTTE

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

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

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

WHEREAS, the Town Staff has recommended allowing Internet Colorado, L.L.C. (“Vendor”) to lease certain space for the installation, operation and repair of certain telecommunications facilities (the “Facilities”) on Town property located at 801 Butte Avenue and 508 Maroon Avenue, Crested Butte, Colorado (collectively, the “Town Property”), in largest measure because Vendor will be providing internet connectivity and other related services through such Facilities to the Town; and

WHEREAS, the Town Council hereby finds that allowing Vendor to lease certain space on the Town Property for the purposes of installing, operating and repairing its Facilities, including providing internet connectivity and other related services through such Facilities to the Town, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte.

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

Section 1. **Findings.** The Town Council hereby finds that granting a lease to certain space on the Town Property for purposes of Vendor’s installation, operation and repair of its Facilities, including providing internet connectivity and other related services to the Town through such Facilities is in the best interest of the Town.

Section 2. Authorization of Town Manager. The Town Council hereby authorizes the Town Manager to execute the Telecommunications Facilities Space Lease Agreement with Vendor in the same form as attached hereto as **Exhibit "A."**

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 that 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 _____, 2015.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Lease Agreement

[attach form lease agreement here]

TELECOMMUNICATIONS FACILITIES SPACE LEASE AGREEMENT

THIS TELECOMMUNICATIONS FACILITIES SPACE LEASE AGREEMENT (this "**Agreement**"), dated effective the ____ day of _____, 2015 (the "**Effective Date**"), is entered into by the Town of Crested Butte, Colorado, a Colorado home rule municipality, having an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 ("**Town**") and Internet Colorado, L.L.C., a Colorado limited liability company, having an address of 108 E. Tomichi, Gunnison, CO 81230 ("**Tenant**").

BACKGROUND:

Town owns certain real property located at 801 Butte Avenue (the "**Town Shops**") and 508 Maroon Avenue, Crested Butte, Colorado (the "**Marshal's Offices**", together with the Town Shops, collectively, the "**Property**"). The Town Shops include various buildings and other facilities used by Town's Public Works and Parks and Recreation Departments. The Marshal's Offices include a building with offices and other facilities used by Town Marshal's Department.

AGREEMENT:

Town and Tenant agree as follows:

1. **LEASE.**

(a) Town grants to Tenant a non-exclusive lease (the "**Lease**") to certain specified portions of the Property as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communications Facility defined below.

(b) In consideration of Town granting Tenant the Lease during the Initial Lease Term defined below, Tenant agrees to deliver to Town 20MBs of broadband service (the "**Service**") to Town Hall, the Marshal's Offices and the Town Shops. The Service shall be delivered by Tenant to Town on or before July 31, 2015. Such Service shall be subject to Town's acceptance in its sole and absolute discretion. The Lease will be for an initial term (the "**Initial Lease Term**") of five (5) years commencing on the Effective Date and may be renewed by written agreement of Town and Tenant for an additional five (5) years upon terms agreed to by the parties prior to the expiration date of the Initial Lease Term.

(c) In the event that Town does not accept the Service, or the Service is later terminated by Town as described below, Tenant shall pay Town a per month rental rate for use of the Premises equivalent to the value of the Service. The monthly rental rate shall be pro rated for any partial month. Rental fees shall commence, if at all, as applicable, on the Effective Date where Town does not accept the Service, or thirty (30) days following Town's termination of the Service. The monthly rental rate shall be subject to an annual increase of three percent (3%) per annum commencing on the first anniversary Effective Date.

(d) Town shall make reasonable power available to Tenant without upgrade to any Town power facilities. Any upgrades required by Tenant shall be at Tenant's sole cost and expense and

following written approval from Town. Where the consideration of the Lease of the Premises is the Service, the cost of reasonable power consumed by Tenant on the Property in operating the Communications Facility shall be included in the Lease; provided that where the cost of such power is more than reasonably anticipated by Town, as determined by Town in its sole discretion, Tenant shall be responsible for such additional cost. Where the Service is not accepted or is otherwise terminated by Town, Tenant shall pay Town's cost and expense of such power, with a ten percent (10%) premium to defray Town's processing and handling costs in connection with such power. All payments are due within ten (10) days of receipt of an invoice therefor from Town, failing which, such amounts shall accrue interest at a rate of eighteen percent (18%) per annum until paid.

(e) This Agreement and the rights granted hereunder may not be sold, assigned or transferred without the prior written consent of the Crested Butte Town Council; the granting of such consent shall be within the sole discretion of the Town Council. Any such sale, assignment or transfer in contravention of the foregoing requirement shall be void *ab initio*. From and after the date the Agreement and the rights hereunder have been sold, assigned or transferred by Tenant to a third party and the Tenant has obtained the prior written permission of the Town Council thereof, and the third party has assumed all of the obligations and terms of this Agreement in writing to Town, and only after such assumption, Tenant shall be released from any and all liability under this Agreement, including the payment of any future rental fees or other sums due, without any further action.

(f) If, during the Initial Lease Term or any extension thereof, Town decides to subdivide, sell or change the status of the zoning of the Property, Town shall notify Tenant in writing. This Agreement and the rights granted Tenant herein shall be subordinate to the Town's rights in the Property and may be terminated by Town in the event that the Town requires the Premises be used for any other public purpose or should such termination become necessary or convenient for Town in connection with any subdivision, sale or change the status of the zoning of the Property.

2. PERMITTED USE; ACCESS.

(a) Tenant's use of the Premises is in connection with its communications business without interference to Town's use of the Property and for no other purpose. Tenant may use the Communication Facility for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, dishes, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional rent to Town (collectively, the "**Permitted Use**").

(b) The Permitted Use is limited to the space on the portion of the Premises identified on **Exhibit 1**. For purposes of this Agreement, the "**Communication Facility**" shall include those telecommunications systems, facilities and equipment described on **Exhibit 1**.

(c) The Permitted Use is subordinate to Town's use of the Property in serving the residents and properties of Town and surrounding areas. Nothing herein shall be construed as granting authority to Tenant to interfere, obstruct, delay or hinder Town's use of the Property. Tenant shall provide Town seventy-two (72) hours written notice prior to any construction, installation, maintenance of equipment or other activity permitted in this Agreement which occurs on the Premises, except in cases of emergency access and such activities shall be immediate upon prior verbal communication to Town.

(d) Town shall provide Tenant with access to the Communication Facility during regular business hours in order to enable Tenant to install, operate, maintain, repair, replace and remove the Communication System. All Tenant access shall be subject to Town's rules and regulations, including the provisions of keys therefor to Tenant.

3. INSTALLATION OF COMMUNICATION FACILITY.

(a) Tenant shall make no installations, alterations, repairs or improvements on or to the Property without the prior written permission of Town. Approval of all Communication Facility installations and associated Property modifications shall be performed only after Town written approval of the same.

(b) In addition to Town serving as landlord of the Premises, Town is the permitting entity for all construction on the Premises. Nothing herein shall be construed as a limitation on Town's authority, or a waiver of Town's requirements regarding construction of the Communication Facility or approval of the designs and plans therefore.

(c) After approval by Town of the Communication Facility installation and any associated Property modifications, Town grants Tenant the right to use such portions of the Property as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables, antennas, electric lines and communication lines and make associated improvements as depicted on **Exhibit 1**. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility. Tenant may replace or upgrade the equipment within the Communication Facility. Tenant may not, however, increase the number of antennas, dishes or equipment or the location of the same described **Exhibit 1** in this Agreement.

(d) Tenant shall be solely responsible for all costs, fees, expenses and taxes, including, without limitation, those taxes levied specifically upon the personal property of Tenant, and any sales and uses taxes in connection with its use of the Communications Facility, its services and the transactions contemplated in this Agreement.

4. APPROVALS. Town agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability at its sole cost and expense to obtain and maintain all approvals of federal, state and local authorities with jurisdiction over the Communication Facility and Tenant's services. Town authorizes Tenant to prepare, execute and file all required applications to obtain such governmental approvals for Tenant's Permitted Use under this Agreement.

5. INTERFERENCE.

(a) Tenant warrants that its use of the Premises will not interfere with any other radio or other frequencies

(b) Tenant will not allow any of Tenant's Communications Facility and equipment to disturb or create noise that interferes with Town's operation and use of the Property or the public. In the event that it is reasonably determined by Town that emissions from any of Tenant's equipment could cause harm to humans, or is interfering with Town's operation and use of the Property or the public, Tenant shall take such steps as reasonably required to mitigate such condition.

(c) Tenant will not use, nor will Tenant permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the operations of Town, the public or the rights of Town under this Agreement. Upon receipt of notice from Town of Tenant's violation of this provision, Tenant shall cause such interference to immediately cease. Failure to cease such interference after receipt of notice of interference from Town shall be a default of this Agreement. Tenant shall cease all operations that are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

6. LIABILITY.

(a) In consideration for Town's grant to Tenant of this Lease and the rights set forth in this Agreement, Tenant hereby acknowledge and agree to the following: (i) Tenant hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including reasonable attorneys' fees, costs and expenses) (collectively, "**Claims**") arising out of, directly or indirectly, this Agreement, whether or not caused by any act or omission, negligence or other fault of Town, its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors, invitees, guests, tenants, licensees and subcontractors (collectively, "**Town Parties**"); (ii) Tenant hereby waives any Claims, and hereby releases, Town Parties against and from any and all Claims arising out of, directly or indirectly, this Agreement, whether or not caused by any act or omission, negligence or other fault of Tenant or/or Town Parties; and (iii) Tenant shall indemnify, defend and hold harmless Town Parties from and against any and all Claims of Tenant, Town Parties and/or third parties, including, without limitation, employees, agents, contractors, representatives, invitees and guests of Tenant and Town arising out of, directly or indirectly, this Agreement, whether or not caused by any act or omission, negligence or other fault of such persons.

(b) **IN NO EVENT SHALL TOWN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF PERSPECTIVE BUSINESS OR LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE RIGHTS GIVEN HEREUNDER, EVEN IF THE TOWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(c) The parties understand and agree that Town is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

7. **INSURANCE.** Tenant shall maintain during the Initial Lease Term and any extensions thereof the insurance coverage pursuant to the requirements and limits contained in **Exhibit 2** attached hereto.

8. **REPRESENTATIONS.** Tenant and Town each acknowledge and represent that it is duly organized, validly existing and in good standing and each has the right, power and authority to enter into this Agreement and bind itself hereto through the party executing this Agreement below.

9. **COMPLIANCE.** Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment, occupational and worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to Tenant or any person under its controls activities conducted in or on the Property.

10. **REMOVAL/RESTORATION.** All equipment brought to the Communications Facility by Tenant that is not affixed to the Property will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Initial Lease Term. Affixed and thus non-removable property shall include any wire racks, light fixtures, light switches, electrical outlets, antenna, dishes, wiring and grounding systems installed by Tenant. Such affixed, non-removable property shall become the sole property of Town upon the expiration or earlier termination of this Agreement. Within thirty (30) days of the expiration or earlier termination of this Agreement, Tenant will remove all of Tenant's removable personal property and Tenant will restore the Premises to its condition as it existed as of the Effective Date. Any personal property not removed by Tenant within thirty (30) days of the expiration or earlier termination of this Agreement shall be deemed abandoned by Tenant and become the sole property of Town. All costs incurred by Town for the disposal of such personal property shall be paid by Tenant to the Town.

11. **MAINTENANCE.**

(a) Tenant shall keep and maintain the Premises and other utilized portions of the Property in a neat, orderly and clean condition at all times, and provide such other services as may be necessary to do so. Town will maintain and repair the Property and access thereto in good and tenantable condition, subject to reasonable wear and tear, impact by and damage from the elements and other use by Town and its other users of the Property.

(b) Tenant shall cooperate with Town and other users of the Property to remove snow from the Property.

12. **TENANT DEFAULT; TERMINATION.**

(a) The following shall be deemed a default by Tenant under this Agreement: (i) non-payment of any amounts as and when due under this Agreement; (ii) Tenant's failure to cure an interference problem as provided herein within twenty-four (24) hours of written notice thereof; and (iii) Tenant's failure to perform any other term or condition under this Agreement within ten (10) days of receipt of written notice from Town specifying such failure, provided that no such default shall be deemed to exist if Tenant has commenced a cure of such failure within such period and provided that such efforts are ongoing and being prosecuted to completion with reasonable diligence. Delay in curing a failure under subsection (iii) shall be excused only to the extent beyond the reasonable control of Tenant. If Tenant's failure remains beyond the expiration of the cure period, Town shall have the right to exercise any and all rights and remedies available to it under law and equity, including immediate termination of this Agreement upon written notice to Tenant. All rights and remedies may be cumulatively applied and pursued.

(b) Notwithstanding the foregoing, Town may terminate this Agreement at any time for any reason or no reason at all upon delivery of written notice to Tenant.

13. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to Town and Tenant as follows:

If to Town:

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

With copies to:

Town of Crested Butte
Attn: Town Attorney
507 Maroon Avenue
P.O. Box 39
Crested Butte, CO 81224

If to Tenant:

Internet Colorado, L.L.C.
Attn: _____
108 E. Tomichi
Gunnison, CO 81230

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

14. NO LIENS. Tenant shall keep the Property free and clear of all liens, claims and encumbrances of any kind, whether caused by the action or inaction of Tenant or anyone under Tenant's control. Tenant shall be responsible for the satisfaction or payment of any such liens, claims or encumbrances filed or placed of record against the Property that arise from the transactions contemplated in this Agreement. Should any such lien, claim or encumbrance or claim of the same be filed against the Property, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice of the filing thereof. Should Tenant fail to discharge the same within such ten (10)-day period, then Town may discharge the same, in which event Tenant shall reimburse Town, on demand, for the amount of the lien, claim or encumbrance or the amount of the bond, if greater, plus all costs and expenses incurred by Town in connection therewith, inclusive of reasonable attorneys' fees and costs.

15. CASUALTY. Town will provide notice to Tenant of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Town, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid rental fees on a pro rata basis. Such termination and collection of insurance proceeds, if any, shall be Tenant's sole remedy in the event of such casualty.

16. NO OWNERSHIP OR PROPERTY RIGHTS. Nothing contained in this Agreement, including the use of the Premises or other action of the Tenant or any payments made under this Agreement, create or vest in the Tenant any ownership or property rights in the Premises. No record of this Agreement and the rights granted hereunder may be recorded against the Property.

17. NOTICES FROM THIRD PARTIES. In the event that Tenant receives any written notice, including without limitation, a warning or notice of violation, related to the Communication Facility or Tenant's use of the Communication Facility, Tenant shall provide a copy of such notice to Town within three (3) days of receipt thereof. Tenant shall immediately take all steps necessary to resolve any notice. In the event that resolution of the notice would require violating any provision of this Agreement, Tenant shall work with Town to resolve the notice or terminate this Agreement if the notice cannot be resolved.

18. IMMIGRATION COMPLIANCE. Tenant certifies that it has complied, and during the term of this Agreement will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Agreement: (1) certifies that Tenant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Agreement; or

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

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

(i) notify the subcontractor and Town within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event that Tenant violates any of the provisions of the foregoing the Town may terminate this Agreement for breach of contract. No notice need be given of said termination. If this Agreement is so terminated, Tenant shall be liable for actual and consequential damages to the Town.

19. MISCELLANEOUS.

(a) **Amendment; Waiver.** This Agreement cannot be amended, modified or revised unless done so in writing, approved by the Crested Butte Town Council. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Binding.** This Agreement shall be binding upon the parties hereto, their respective permitted heirs, successors, transferees and assigns.

(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of Town and Tenant hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(d) **Governing Law.** This Agreement will be governed by the laws of the State of Colorado with venue residing solely in the court of the County of Gunnison, State of Colorado.

(e) **No Third Party Beneficiary.** The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or Tenant receiving services or benefits under this Agreement is an incidental beneficiary only.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (iv) use of the terms "termination" or "expiration" are interchangeable; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (vii) the singular use of words includes the plural where appropriate.

(g) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(h) **W-9.** Town agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **Severability.** If any provision, covenant, clause or agreement contained in this Agreement or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements or the validity of the Agreement as a whole.

(j) **Attorneys' Fees.** It is agreed that if the enforcement, interpretation or construction of this Agreement becomes necessary or advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by Town and Tenant. All parties need not sign the same counterpart.

IN WITNESS WHEREOF, Town and Tenant have caused this Agreement to be executed effective as of the Effective Date.

TOWN:

TENANT:

TOWN OF CRESTED BUTTE

INTERNET COLORADO, L.L.C.

By: _____
Aaron Huckstep, Mayor

By: _____
Name: _____
Title: _____

Attest: _____
Lynelle Stanford, Town Clerk

(Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES, EQUIPMENT AND ASSOCIATED IMPROVEMENTS

The Premises are described and depicted as follows:

- 1) Small control panel mounted upstairs in 508 Maroon Ave, the Marshals Building
- 2) Small dish added to the existing antennae on 508 Maroon Ave, the Marshals Building, as approved by the Town Building Dept.
- 3) Closet space measuring approximately 7' wide by 3' deep at the top of the stairs in 801 Butte Ave, Parks Shop side of Town Shops Building to contain cables, routers, switches, firewall, computer and associated equipment.
- 4) Antennae on 801 Butte Ave, Town Shops Building as approved by BOZAR

EXHIBIT 2

INSURANCE

A. Tenant agrees to procure and maintain in force, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability
 - a) State of Colorado: Statutory
 - b) Applicable Federal: Statutory
 - c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - d) Waiver of Subrogation
2. Commercial General Liability
 - a) Bodily Injury & Property Damage General Aggregate Limit
\$3,000,000
 - b) Each Occurrence Limit \$3,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Town may require that this coverage remain in place for one year after the expiration of the Initial Lease Term and any extensions thereof.

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A-VI. This insurance shall protect Town, its agents, contractors, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of Tenant, their agents, contractors, employees, contractors and representatives.

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town as additional insured. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any of the transactions contemplated or authorized under this Agreement.

E. Claims-Made Policies.

In the case of any claims-made insurance policies, Tenant shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the expiration of this Agreement.

F. Tenant shall not cancel, materially change or fail to renew required insurance coverages.

G. Certificates.

Certificates showing that Tenant is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to Town prior to the execution of this Agreement by Town. Tenant, or Tenant's insurance broker, shall notify Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. Tenant shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.



Staff Report

July 20, 2015

To: Mayor and Town Council
Thru: Todd, Crossett Town Manager
From: Bob Gillie, Building and Zoning Director, and Molly Minneman, Design review and historic preservation coordinator
Date: July 14, 2015
Subject: Ordinance No 4, Series 2015 regarding the extension of vested property rights associated with the 2012 BOZAR approval for the PUD over Block 1, Lots 1-5 and 28-32; and Block 1, Lots 1-5 and 28-32 in the B-2 zone.

SUMMARY

The Board of Zoning and Architectural Review (BOZAR) considered the request by Sixth Street Station, LLC to extend the three-year vested property rights (vested rights) for the Planned Unit Development (PUD) over twenty lots located in Blocks 1 and 12 abutting 6th Street at the June 30, 2015 meeting. The Board made a unanimous recommendation to the Town Council in support of the extension of the vested rights for an additional three years.

PREVIOUS COUNCIL ACTION

Ordinance #4, Series 2015 was set for public hearing on July 6th.

DISCUSSION

Vested rights for the Sixth Street Station PUD was approved with conditions in 2012. The development entails hotel operations sold in fractional ownership, similar to time share, together with restaurants, a variety of retail and office uses. The vested rights expired on May 15, 2015.

Bob Gillie, the Building and Zoning Director received a request from Gary Hartman of Sunlit Architecture in May pursuing an extension of vested rights of his clients for three more years (see attached letter). The request was forwarded to the BOZAR at the June 30 meeting as a 'recommendation to the Town Council regarding an extension of the vested rights.'

Hartman related the basis for the extension is two-fold; his clients expressed the strong desire to preserve their rights because of the substantial amount time and financial resources that were expended in the project development over a three to four year period. Hartman advises that the owners are in negotiations that will substantially change the scope of the project. He anticipates that BOZAR will receive an application in the future. Extension of the vested rights are helpful

in sustaining financial stakeholders for the project. Any new submittal will trigger a new review process through the Board

STAFF DISCUSSION

Generally, extension of vested rights is associated with re-approval by the BOZAR. The BOZAR spent three years in the review and approval of the PUD. They discussed that previous boards did their jobs engaging in the extensive review of many facets of the development plan. The BOZAR determined that the approval by the previous Boards was sound and thus provided a unanimous vote to extend the vested rights.

The PUD as approved is not anticipated to move forward to building permit. Hartman conveyed that the market conditions were not favorable to support the fractional ownership hotel model that the project was specifically designed to accommodate and the project did not move forward. The engineering and resolution of a number of issues surrounding the site together with the underground parking garage was determined to be challenging financially.

The Council has the ability to extend the vested rights and preserve the PUD approval for an additional three years, terminating on May 15, 2018. Future iterations of the plan will be submitted to the BOZAR for consideration. It is not time well spent for the Council to engage in a detailed review of this project given BOZAR's extensive review and the unlikelihood of the project moving forward.

RECOMMENDATION

The staff recommends that the Council make a motion to adopt Ordinance No. 4, Series 2015.

PROPOSED MOTION

I move to adopt Ordinance # 4, Series 2015.

ORDINANCE NO. 4

SERIES 2015

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL EXTENDING THE VESTED PROPERTY RIGHTS FOR THE PLANNED UNIT DEVELOPMENT FOR SIXTH STREET STATION, LLC FOR LOTS 1-5 AND 28-32, BLOCK 1 AND LOTS 1-5 AND 28-32, BLOCK 12, TOWN OF CRESTED BUTTE

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

WHEREAS, pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23, and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations;

WHEREAS, pursuant to Chapter 16, Article 20 of the Crested Butte Municipal Code (the "**Code**"), vested property rights granted by the Town shall have a three-year term;

WHEREAS, Sixth Street Station, LLC ("**Applicant**") was granted a vested property right for a Planned Unit Development (PUD) by the Town's Board of Zoning and Architectural Review (the "**Board**") for Lots 1-5 and 28-32, Block 1 and Lots 1-5 and 28-32, Block 12, Town of Crested Butte (the "**Subject Property**");

WHEREAS, such vested property right expired effective May 15, 2015;

WHEREAS, Applicant has requested that the Town extend the term of such vested property right an additional three years from its expiration date;

WHEREAS, the Board, at its June 30, 2015 meeting, considered Applicant's request to extend such vested property right and recommended for Town Council approval the extension of the vested property right for an additional three years from its expiration date;

WHEREAS, pursuant to Title 24, Article 68, C.R.S., extensions to vested property rights must be formally approved by ordinance of the Town Council;

WHEREAS, the Board, as the Town board with authority under the Code to grant the vested property for the PUD has recommended to the Town Council that it formally approve the extension of Applicant's vested property for the PUD for the Subject Property for an additional three years from its expiration date; and

WHEREAS, based on the foregoing, the Town Council desires to approve the extension

of Applicant's vested property for the PUD for the Subject Property for an additional three years from its expiration date, the same being in the best interest of the general health, safety and welfare of the Town and the residents and visitors of Crested Butte.

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

Section 1. Approval of Extension of Vested Property Right. Pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23 and Title 20, Article 29, C.R.S., the *Local Government Land Use Control Enabling Act of 1974*; Title 24, Article 68, C.R.S.; and Chapter 16, Article 20 of the Code, the vested property right of Applicant for the PUD for the Subject Property granted by the Board as further described in that certain Vested Rights Agreement (the "**Agreement**") dated January 7, 2013 and recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado on January 17, 2013 at Reception No. 618020 is hereby extended three years and shall theretofore expire on May 15, 2018; provided that, the Agreement shall be equally extended and any and all conditions previously placed on the PUD by the Board shall remain in full force and effect as if fully set forth in this approval of extension of such vested property right as a condition thereto.

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2015.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Date: May 11, 2015

Mr. Bob Gillie
Town of Crested Butte
507 Maroon Ave
Crested Butte, CO 81224

(PH): 970-349-5338

Project: 6th Street Station

Dear Mr. Gillie,

I am writing this on behalf of the Sixth Street Station Ownership and it is our understanding that the current Sixth Street Station Entitlements (Vested Property Rights) will be expiring in July (2015). Please accept this Letter as our official request to be placed on the next available BOZAR hearing schedule, so that we can engage the proper Town process for the purpose of extending the current entitlements for an additional two to three years.

The Town Code, Section 16-20-80 (Termination of Vested Property Rights), outlines that an extension is permitted through written agreement with the Town.

Both the Town and the Ownership of this project have spent an exceptional amount of time, expense and resources for the purpose of attaining the approval for this project. Our current Ownership, as we would also believe the Town to feel, that this extension should be granted so that the process would not have to be re-run at additional time, expense and resources for the purpose of securing new entitlements for an already approved project.

I would like to thank you for your time in review of this request. Please let me know what next steps need to be taken in order to facilitate this process. Also please let me know if there are any questions in the meantime.

Respectfully,

A handwritten signature in black ink, appearing to read "Gary Hartman", is written over a horizontal dashed line.

Gary Hartman, AIA
Principal

cc: Bob Brotherton (Manager)
File



Staff Report
July 20, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Discussion and Possible Decision on the Location of the Skate Park

Background:

On March 2nd, May 4th, May 18th, June 1st, and July 6th staff presented Town Council with alternative locations for the Skatepark. These locations included the following sites:

- Gothic Field area off of 5th Street
- 8th Street Greenway blocks 67, 68 and 76
- Town Park along 7th Street
- Remain at Big Mine Park and remove the sledding hill
- Near the Community School
- Green space between the Tennis Courts and the Outfield Fence of Pitsker at Town Park

Of these sites, Staff feels that only three are viable options: 8th Street Greenway, Town Park and Big Mine Park. The following is a discussion of the pros and cons of each location.

Discussion:

Alternative Location #1: 8th Street Greenway

Pros:

- Would allow for the development of a current park space that is underutilized and undeveloped
- Proximate to Rainbow Park allowing access to existing restroom, water fountain and shade structure amenities
- Large space which would allow for ample room to accommodate the entire skate program as recommended by Team Pain and determined through a public planning process
- Sufficient parking to accommodate current and expanded park use
- Utilities are easily avoidable allowing for greater design freedom within the site
- Option of multiple sites with split use to cater to different ability levels
- Possibly less impactful to the neighborhood with more dispersed use
- On the "Safe Route to School"
- Sunny location that would allow for a south-facing competition bowl that would melt earlier in the spring allowing for a longer skateboarding season
- Skatepark would not be used for snow storage which would increase the longevity of the park

- Would more equitably distribute park amenities throughout Town and allow for necessary additional space for expansion of other amenities at Town Park and Big Mine
- Would provide sufficient room to allow for expansion of the skatepark to address the legacy of Crested Butte as the first skatepark destination in Colorado
- Mundus Bishop and Team Pain’s recommended site

Cons:

- Neighborhood impact
 - Perceived con of more recreational use off of 8th Street
 - Noise associated with skateboarding
 - Perceived con of shift from passive to active park space
 - Change in perceived intent of the 8th Street Greenway from a “buffer” between houses on the east and west of the street, to an active park
- Potential loss of one affordable housing lot if block 76 is used
- Potential additional cost for construction on multiple sites if multiple blocks are used

Skatepark Alternative Location #2: Town Park

Pros:

- Would allow for access to existing restroom, water fountain and shade structure amenities
- Sunny open space that would allow for a longer skate season
- Town Park is currently a very active park enjoyed by many different user groups. The Skatepark would add to the existing vibrancy of Town Park.
- The skateboard community likes the visibility and central location of Town Park
- Skatepark would be located across the street from existing housing, with the exception of 625 7th Street which has a natural shrub buffer on the northern boundary of Town Park
- Skatepark would not be used for snow storage which would increase the longevity of the park

Cons:

- The location of an existing sewer pipe under Sopris Avenue and extending west through the park would limit the design opportunities of the Skatepark
- Limited space would cramp the full skate program and reduce “buffer” zones between park amenities
- The expansion of the Center for the Arts and the addition of the Skatepark to Town Park would result in a significant loss of green space, a greater impact to parking, and more crowded park amenities
- Town Park is a highly utilized park with limited parking and access. The addition of the Skatepark to Town Park might further congest 7th Street
- Proximity to Pitsker Field would require netting to mitigate the risk of foul balls being hit into the skatepark
- Would necessitate the relocation of the Volleyball Court and Horseshoe Pits
- Neighbors have voiced concerns over the change in use, noise, congestion along 7th Street, loss of green space and relocation of existing amenities.

Skatepark Alternative Location #3: Remain at Big Mine Park

Pros:

- Historic location at Big Mine
- No negative impact to the surrounding neighborhood due to the industrial zoning of the neighborhood and status quo of current use

- Potential cost savings if current bowl remains in place and is resurfaced

Cons:

- Skatepark and Sled Hill cannot successfully coexist; if the Skatepark is expanded the Sled Hill would no longer be a viable amenity. If there is no expansion to the Skatepark the issue remains of an unsafe run out for sledding
- Decreased lifespan due to necessity of snow blown into bowl to access Zamboni Shed
- Shading by the Ice Arena inhibits snow melt thereby shortening the skate season and doing more damage to the concrete
- Limited opportunity for expansion of the skatepark or other anchor uses at Big Mine Park
- Loss of the Sled Hill amenity – contradicts the goal that supports the Mission of the Parks and Recreation Department which states “Advocate for sufficient recreational amenities and no loss of recreational amenities during times of growth and or annexation.”
- Shading by the Ice Arena inhibits snow melt, and snow accumulation from the roof sliding will shorten the skate season and do more damage to the concrete
- Limited space would cramp the full skate program and reduce “buffer” zones between park amenities
- Team Pain, Mundus Bishop, the Steering Committee and the public input received at four public meetings during the Big Mine Master Plan process have all recommended relocating the Skate Park to keep the sled hill

Recommendation:

Parks and Rec Staff recommends relocating the Skatepark to the 8th Street Greenway. Given the constraints of the other possible locations and the primary concern with an 8th Street Greenway location being the neighborhood impact, Parks and Recreation Staff in consultation with Mundus Bishop and Team Pain, feels that the 8th Street Greenway is the best possible location for the Skatepark. Staff recommends engaging in a planning effort to develop all of 8th Street Greenway to determine the best location for the Skatepark and to improve this undeveloped park in its entirety from Whiterock to Teocalli. Of the other two possible locations, staff recommends Town Park as a second choice and remaining at Big Mine in lieu of the Sled Hill as the least desirable option. Staff recommends a Council member make a motion to approve the relocation of the Skatepark to the 8th Street Greenway.



To: Mayor Huckstep and Town Council

From: Michael Yerman, Town Planner

Subject: **Micro Lots Block 79**

Date: July 20, 2015

Background:

During the award of the construction contract for Block 79 and 80 the Town Council expressed a desire for the staff to investigate the idea of micro lots. At that time, a considerable amount of staff time and money had been spent engineering the utilities and streets for the approved plan for this area. Deviating from the previously approved plan would have resulted in delaying the project for a year and would have required the Town to forfeit the DOLA grant for \$150,000.

The Council directed the Town staff to investigate how the micro lot idea could possibly be accomplished in Block 76. Over the following weeks, the senior staff reviewed how to possibly create micro lots in Block 76. Due to the need for adequate utility separation and street access required by the subdivision regulations the creation of micro lots on Block 76 was determined to not be desirable.

The staff then turned its attention to Block 79 where several corner lots exist and the utilities loop the block. Since the corner lots have two points of access splitting the lots allowed for both lots to have adequate frontage for access and allowed for enough separation of the utilities. It was also determined that micro lots could be created with a few minor engineering changes. Since the density had already been planned for duplex construction the net result was that only one additional set of service lines would need to be included into the project scope. The net result will be about an additional \$5,000 in cost for the infrastructure for the additional trenching and service lines.

This will result in the creation of 6 micro lots from 3 already planned lots. The plan would split two duplex lots and one single family lot. It will also add 1 unit of density to the overall project since we are converting a large single-family lot into 2 lots. (See Map)

The FAR will allow for as small as a 400 sf home up to 1,250 sf depending on the lot size. Currently, the R-2a zone district permits a .3 FAR with an additional .1 to be allowed at BOZAR discretion. The following table illustrates the allowable building square footages for the three different lot sizes that will be created.

| Maximum Allowable Square Footage | | | |
|----------------------------------|------------------|---------|---------|
| FAR | Lot Size (sq ft) | | |
| | 2,750 | 3,000 | 3,125 |
| 0.3 | 825.0 | 900.0 | 937.5 |
| 0.4 | 1,100.0 | 1,200.0 | 1,250.0 |

Process:

The process to do this will also require a code amendment to the R-2a zone district. Changing the minimum lot area from 4,000 to 2,750. The staff is also recommending a maximum building height of 24' for structures on micro lots to keep the mass and scale compatible with the neighborhood. Since this is an amendment to Chapter 16, BOZAR will consider the request and make a recommendation on the code amendment to the Council at the end of July. This will come to the Council as an ordinance in August.

The proposed engineering changes will also not preclude the Council from returning to the original plan if it is determined through the code amendment process that micro lots are not desirable for the neighborhood. This process will also not delay the project from moving forward as planned this summer and into the fall.

Lastly, the Council will be considering how to go vertical and sell lots this fall once staff wraps up the installation of the utilities and roads for Block 79 and 80. The applicant list for affordable housing has grown significantly since the announcement of this project. There are currently 82 applicants on the list and it grows every day. Town staff will be partnering with the Gunnison Valley Housing Authority to begin creating guidelines once time permits. Potential applicants have been sent email updates on the project's progress and will be invited to provide input as guidelines are put in place.

Pros:

After reviewing the proposal, the Town staff feels that issues surrounding proper access and utility placement have been resolved with the use of corner lots for the creation of micro lots. The plan only adds one additional unit of density which should will not create impacts to the surrounding neighborhood. These micro lots still provide enough square footage in the permitted FAR to allow sensible expansion to smaller planned homes if desired by a future homeowner. Micro lots create some flexibility for construction because instead of needing to coordinate construction with two applicants for a duplex, each unit can stand alone and be on its own construction schedule. The smaller home sizes should also reduce construction costs and allow the units to be built at a reduced cost.

Cons:

Two of the lot splits were planned duplex lots. Duplex construction has several advantages by concentrating the development to the center of the lot which leaves larger yards. There are also cost savings during construction with a party wall and materials costs because of qualities. Staff also has concerns with storage areas and parking. However, these will be reviewed on a case by case basis by BOZAR.

Recommendation

Staff recommends Council direct staff to pursue the creation of 6 micro lots in Block 79 and to begin the code amendment process to the R-2a zone district and platting process.



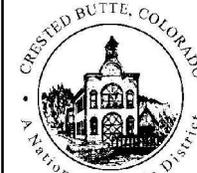
Micro Lot Locations

| LOT# | AREA (sq ft) |
|------|--------------|
| 2a | 3,000 |
| 2b | 3,000 |
| 7a | 2,750 |
| 7b | 2,750 |
| 10a | 3,125 |
| 10b | 3,125 |

**PARADISE PARK SUBDIVISION
Site Plan**

- Paved Roads
- Proposed Roads
- Sidewalk
- Gravel Trail
- Single Family Residence
- Duplex
- Multi Family Residence

TOWN OF CRESTED BUTTE Property Owner



Town of Crested Butte
P.O. Box 39
507 Maroon Ave.
Crested Butte, Colorado 81224
(970) 349-5338 (FAX 349-6626)
email: hilarymayes@crestedbutte-co.gov

Date: July 15, 2015
Filename: ~townofcb\ParadisParkSitePlan2015.mxd



Staff Report

July 20, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 16, Series 2015 - Resolutions of the Crested Butte Town Council Communicating with the Gunnison County Clerk and Recorder of the Town Council's Intention to Submit a Referred Ballot Measure to the Registered Electors for the Increase Of Sales and Uses Taxes in the Amount of One-half of a Percent

Date: July 14, 2015

Summary:

At the regular Town Council meeting on July 6, 2015, Council directed Staff to draft a resolution stating the Council's intent to place a sales tax initiative of .5% on the November ballot. Ballot language would be passed in August in the form of an Ordinance and presented to the County at the end of August if passed by the Council.

Staff Recommendation:

Approve Resolution No. 16, Series 2015.

Recommended Motion:

Motion to approve Resolution No. 16, Series 2015.

RESOLUTION NO. 16

SERIES NO. 2015

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL COMMUNICATING WITH THE
GUNNISON COUNTY CLERK AND RECORDER OF
THE TOWN COUNCIL'S INTENTION TO SUBMIT
A REFERRED BALLOT MEASURE TO THE
REGISTERED ELECTORS FOR THE INCREASE
OF SALES AND USE TAXES IN THE AMOUNT OF
ONE HALF OF A PERCENT**

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

WHEREAS, the electors of the Town adopted the Home Rule Charter of the Town of Crested Butte, Colorado (the "Charter") on November 5, 1974;

WHEREAS, Section 12.1 of the Charter provides that the Town Council may levy and collect taxes, including, without limitation, sales taxes and use taxes for municipal purposes after approval by a majority of the registered electors of the Town voting at a regular or special election;

WHEREAS, under Section 5.7 of the Charter, the Town Council shall have the power to submit at a general or special election any ordinance or question to a vote of the registered electors of the Town;

WHEREAS, Section 1-41-103, C.R.S. provides that a local government question under Article X, Section 20 of the Colorado Constitution, commonly known as the "TABOR Amendment," including, but not limited to, approval of a new tax, may be submitted to the registered electors of the Town at a local election to be held on the first Tuesday of November in each odd-numbered year;

WHEREAS, pursuant to Section 2.2 of the Charter, the Town Council hereby finds and determines that there should be submitted to the registered electors of the Town, at the general election to be held on November 3, 2015, in conjunction with the coordinated election to be held on that date, as a referred measure, the question of whether effective January 1, 2016 the Town should adopt a new 0.5% increase to the Town's sales tax and use tax (the "Ballot Measure"); and

WHEREAS, the Town Council expresses in these Resolutions its intention to submit the Ballot Measure to the Clerk and Recorder for Gunnison County, Colorado, following due adoption of the language therefor and approval of other matters in connection therewith by ordinance of the Town Council, for its inclusion on the ballot for

a vote of the registered electors of the Town in the coordinated election on November 3, 2015.

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

1. **Findings.**

1.1 The “Whereas” clauses set forth above are considered substantive provisions of these Resolutions and are incorporated herein as formal findings.

1.2 Only upon passage of an ordinance of the Town Council establishing the Ballot Measure shall the issue be taken up by the registered electors of the Town.

1.3 Based on the foregoing, the Town Council hereby finds, determines and declares that these Resolutions are necessary and proper for the health, safety and welfare of Crested Butte, its residents and visitors.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ___ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

July 20, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 17, Series 2015 - Resolutions of the Crested Butte Town Council Adopting the Applicable Provisions of the Uniform Election Code of 1992 for the Coordinated Election to be Held on November 3, 2015 and Authorizing the Town Clerk to Enter into an Intergovernmental Agreement with the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.

Date: July 14, 2015

Summary:

It is required that the County Clerk be notified in writing by July 24, 2015 that the Town of Crested Butte intends to participate in the coordinated election on November 3, 2015. Resolution No. 17, Series 2015 would authorize the Town Clerk to sign the intergovernmental agreement with the Gunnison County Clerk and Recorder regarding the conduct and administration of the general election.

Staff Recommendation:

Approve Resolution No. 17, Series 2015.

Recommended Motion:

Motion to approve Resolution No. 17, Series 2015.

RESOLUTION NO. 17

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE APPLICABLE PROVISIONS OF THE UNIFORM ELECTION CODE OF 1992 FOR THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 3, 2015 AND AUTHORIZING THE TOWN CLERK TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GUNNISON COUNTY CLERK AND RECORDER CONCERNING THE ADMINISTRATION OF SUCH ELECTION

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

WHEREAS, the Town Charter provides at Section 2.1 that Town elections shall be governed by the Colorado Municipal Election Laws; and

WHEREAS, Section 31-10-1-2.7 of the Colorado Revised Statutes (C.R.S.), the Colorado Municipal Election Law, provides that any municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Municipal Election Code; and

WHEREAS, pursuant to said section, the Town Council herein provides that it will utilize the requirements and procedures of the Uniform Election Code of 1992 for the November 3, 2015 election; and

WHEREAS, pursuant to the 1987 Crested Butte Municipal Code, as amended, and Section 29-1-203, C.R.S., the Town is authorized and empowered to contract with another governmental entity or district to provide any function, service or facility lawfully authorized to be provided by either of the cooperating or contracting units of government; and

WHEREAS, the Town and the Gunnison County Clerk and Recorder wish to enter into a contract for the purpose of conducting the November 3, 2015 election as a coordinated election.

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

1. The Town of Crested Butte hereby resolves to utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Municipal Election Code for the November 3, 2015 election.

2. The Town Council hereby authorizes the Town Clerk and other appropriate Town officials to execute an intergovernmental agreement with the Gunnison County Clerk and Recorder, and any and all other documents necessary or convenient to the fulfillment of the purposes set forth herein.

INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS TWENTIETH DAY OF JULY, 2015.

TOWN OF CRESTED BUTTE
COLORADO

By: _____
Aaron Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)



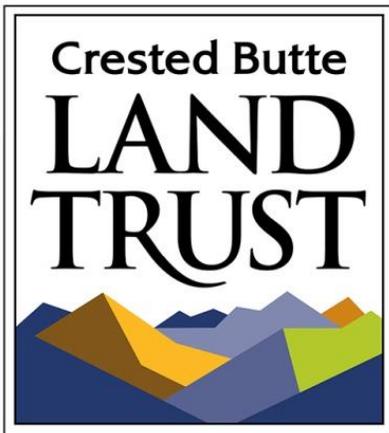
To: Mayor Huckstep and Town Council
From: Michael Yerman, Town Planner
Subject: **Peanut Lake Riparian Restoration Project**
Date: July 20, 2015

Background:

The Crested Butte Land Trust is requesting Council's approval to proceed with the Peanut Lake Riparian Restoration Project. This project will reduce the risk of a breach of Peanut Lake by creating a natural riparian floodplain buffer between the Slate River and the lake. The Land Trust has secured funding from several organizations to proceed with this project. The Land Trust has prepared a short presentation attached to this memo to provide additional details to the Council on the project.

Recommendation:

Staff recommends Council directs to staff to prepare a letter to allow the Land Trust to proceed with the Peanut Lake Riparian Restoration Project on Conservation Easement Reception #468684.



Peanut Lake Riparian Restoration Crested Butte Town Council July 20, 2015

Overview

The Land Trust's Peanut Lake parcel in the Upper Slate River Valley illustrates that the conservation of land is inseparable from the protection of water resources. In 1996, the Land Trust partnered with the Town of Crested Butte to purchase this 80-acre parcel which contains 70% of this 24-acre natural lake. Since then, the Land Trust has continued to focus efforts in the upper Slate River Valley, a 7-mile stretch from Gothic Bridge to Pittsburgh. Critically important was the Land Trust's establishment of Peanut Mine Inc., to purchase and reclaim the abandoned mine containing 7 acres of coal and toxic silver waste that had leached contaminants into Peanut Lake for more than five decades. In 2010, the Land Trust expanded its reclamation efforts and removed over 700 truckloads of coal from the wetlands north of Gunsight Bridge. Both of these reclamation efforts won awards for excellence from the U.S. Government. A newly developed Watershed Plan identifies the 1.5 mile stretch encompassing Peanut Lake as today's highest priority for restoration due to human triggered degradation that may cause the river to entrain the lake. If this happens, silver and coal waste at the bottom of the lake could enter the river, flooding is likely and Peanut Lake could be drained, diminishing this critical habitat and natural amenity. Time-sensitive restoration efforts are planned for early fall 2015.

Project Aspects

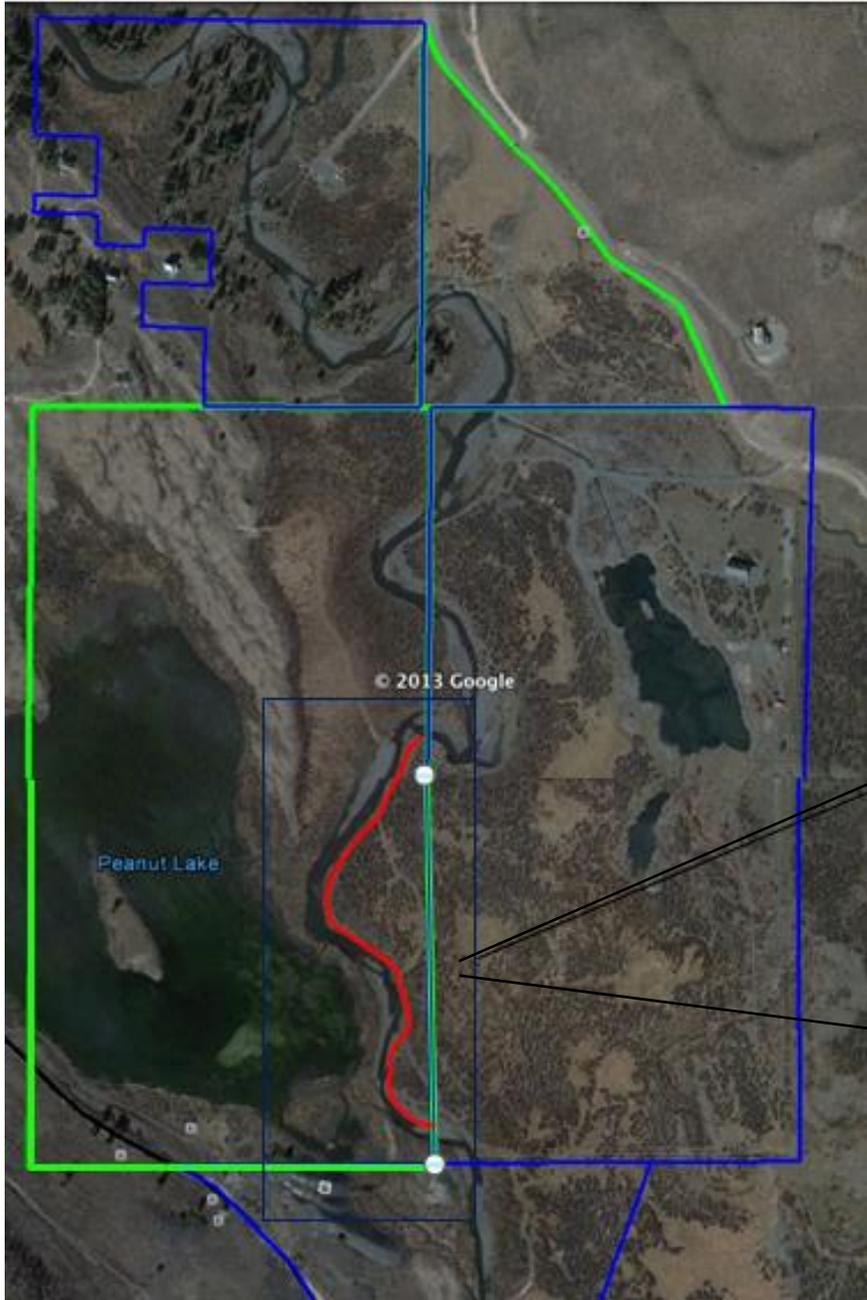
- Study and Design- A team of locally experienced ecologists were hired to complete data collection, analysis and restoration design. Land Trust staff will work closely with these ecologists to oversee design implementation.
- Berm Opening and Channel Re-Alignment- A contractor will be hired to remove, with machinery, a manmade berm and to re-align roughly 800 feet of river. These tasks will create a more natural river profile as well as reconnect the river to its floodplain on both sides of the river to absorb natural and necessary spring flooding. Land Trust staff will be responsible for oversight and adherence to project design.
- Re-vegetation- With help from volunteers, the Land Trust will plant roughly 1,000 willows and 2,500 sod plugs to enhance vegetation and increase bank stability.
- Monitoring- Land Trust staff and volunteers with consultation by the ecologists, will monitor the project area to track quantifiable outcomes.

Benefits

The restoration plan will significantly lessen the risk of a Peanut Lake breach by creating a natural riparian floodplain buffer between the river and the lake. We expect the distance between the lake and river to increase from 6 feet to 115 feet at critical locations. In addition, the rate of bank migration and erosion towards the lake will be significantly decreased by opening up floodplain connectivity on the east bank, allowing high flows to spread rather than build up power within a confined channel. This is the natural process of this wetland ecosystem and helps mitigate flooding. If the project successfully meets criteria, a predicted increase of 2.5 wetland acres is expected. These wetlands function as natural water retention ponds, purifying water and preventing town residents from devastating flooding, recently experienced by other Colorado communities. Full benefits of the project may take several seasons to develop, as it takes time for vegetation to recover, however we anticipate a quick re-vegetation period due to the amount of water on-site. This restoration work will allow the Crested Butte Land Trust to return this ecosystem to a functional condition while protecting environmental and public health, and ultimately the viability of the Slate River and its communities downstream.

Funding

- Colorado Water Conservation Board- Watershed Restoration study grant (secured): **\$21,000**
- Great Outdoors Colorado (GOCO)-River Restoration Initiative (secured at top ranking): **\$25,000**
- New Belgium- Water Stewardship (secured): **\$3,000**
- Upper Gunnison River Water Conservancy District (secured): **\$17,500**
- Contributions from individual donors – (secured) **\$4,500**
- Colorado Water Conservation Board- (requested): **\$36,000**
- Seeking: **\$28,375**



Berm removal
(orange)



-  CBLT owned properties
-  Private land
-  Berm

Channel re-alignment
(existing channel in green,
new channel in blue)



Staff Report July 20, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: **GCEA electric vehicle charging station, Ordinance #5, Series 2015, Ground Lease and Letter of Support**
Date: July 10, 2015

Summary: Gunnison County Electric Association has approached the Town of Crested Butte to allocate space on Town property to accommodate an electric vehicle charging station. In order to do this they have requested a letter of support to accompany a grant request they are submitting and a ground lease for two parking spaces that is authorized under Ordinance #, Series 2015.

Previous Council Action:

On April 20, 2015 Mike McBride introduced the concept of the Town donating some parking space for a level II charging station. The Council considered the options for placement and decided that a spot next to the tennis courts in the new parking area would be optimum. GCEA was requested to go back and look if a Level III quick charge station was feasible.

On May 18, 2015 Mike McBride appeared back before the Council with regard to the Level III charging station. He indicated it was not feasible because it required 3 phase power which was not in the vicinity, it would be prohibit ably expensive to install and take up significant space. There is currently no standardized plug design for Level III stations and the number of cars that could utilize it is severely limited. The Council made a motion to direct the staff to work with GCEA to move the Level II project forward.

Background: One issue brought up previously was the applicability of the facilities over time as technology changes. There is a clause in the lease that requires GCEA to work with Town to assure that the facilities are relevant on an ongoing basis. GCEA also will sign and advertise the location appropriately. GCEA will install the facilities and will build any containment required by Bozar. The lease will be for 10 years.

Discussion:

Pros- The charging station may encourage people who own electric cars to pick C.B. as a destination.

The time to charge a vehicle (2-4 hours) assures they will have time to spend in Town.

The creation of the station is consistent with the Town stated goals and agreement with GCEA and with an increased number of charging stations nationally the sale of electric vehicles becomes more likely.

Cons: The spaces may not be utilized as often as regular parking spaces given the number of electric vehicles currently on the road.

Legal Implications: The ground lease attached requires GCEA to insure the facility and indemnify the Town.

Financial Implications: There should be no implications for the Town. GCEA will pay for the installation and at least initially the electric. The Town will plow the area in conjunction with the rest of the parking lot.

Recommendation: Staff recommends that ordinance #5, series 2015 be set for public hearing on August 4, 2015. Because of the timing of the grant cycle the staff also recommends that, if the Council is reasonably sure that they support the ordinance, that they authorize the letter of support which is a separate agenda item.

Proposed Motion for ordinance #: I move to set ordinance #5, Series 2015 for public hearing on August 4, 2015.

Proposed Motion for letter of support: I move to authorize the Mayor to sign the letter of support for the GCEA electric vehicle charging station.

ORDINANCE NO. 5

SERIES NO. 2015

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL GRANTING A GROUND LEASE TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. FOR THE INSTALLATION OF AN ELECTRIC VEHICLE CHARGING STATION ON A 20 FOOT BY 20 FOOT PORTION OF THE SOUTHWEST QUADRANT OF TOWN PLAZA

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

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

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

WHEREAS, the Town Staff has recommended allowing Gunnison County Electric Association, Inc. (“**GCEA**”) to lease certain space in Town Plaza (the “**Town Property**”) for the purpose of installing, operating, repairing, maintaining and upgrading an electric vehicle charging station and associated facilities (the “**Facilities**”) on Town property so that GCEA can provide electric vehicle charging services to the Town, its residents and visitors; and

WHEREAS, the Town Council hereby finds that allowing GCEA to lease certain space on the Town Property for the purposes of installing, operating, repairing, maintaining and upgrading the Facilities is in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte.

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

Section 1. Findings. The Town Council hereby finds that granting a lease to certain space on the Town Property for purposes of GCEA installing, operating, repairing, maintaining and upgrading the Facilities is in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, the Town Council desiring to promote the use of electric vehicles in order to promote energy efficiency and energy conservation.

Section 2. **Authorization of Town Manager.** The Town Council hereby authorizes the Town Manager to execute the Ground Lease with GCEA in the same form as attached hereto as **Exhibit “A.”**

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 that 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 _____, 2015.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2015.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Ground Lease

[attach form ground lease here]

GROUND LEASE

THIS GROUND LEASE (this "**Lease**") is entered into this ___ day of _____, 2015, with an effective date of _____, 2015 (the "**Effective Date**"), by and between the **TOWN OF CRESTED BUTTE, COLORADO** ("**Landlord**") and **GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.** ("**Tenant**").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions as set forth herein, the real property as more particularly described on **Exhibit "A"** attached hereto (the "**Premises**").

2. **Use; Maintenance; Signage and Cooperation.**

(a) Tenant shall use the Premises solely for the following purposes (and shall not authorize or permit the Premises to be used by anyone else) for the following purposes of: installation, construction, maintenance, repair and removal of (i) an electric vehicle charging station (the "**Charging Station**"), (ii) equipment and cabling associated with the Charging Station, (iii) enclosure and/or facade for the location and housing of the Charging Station, (iv) bollards to protect the Charging station from impact by vehicles and equipment and other damage, and (iv) signage designating the Charging Station (collectively, the "**Improvements**").

(b) All of the Improvements shall be installed, constructed, maintained, repaired and removed only following approval by Landlord of plans and specifications therefor, including, without limitation, Landlord's approval of engineered drawings for the Improvements, Landlord's Board of Zoning and Architectural Review (the "**Board**") of the architectural appropriateness of all structures, the Board's approval of all signage and the Landlord's issuance of permits for all applicable activities in connection with the Improvements.

(c) Tenant shall provide signage for the Charging Station designating the location and nature of the Charging Station.

(d) Tenant shall install and maintain appropriate signage relating to the parking and usage of the Charging Station.

(e) Tenant shall take steps through advertising and other appropriate means to disseminate information about the availability of the Charging Station for electric vehicles and other relevant information in connection with the service.

(f) Tenant shall work in cooperation with the Landlord to assure that the Charging Station remains relevant to the then current technology on the delivery of electric power to automobiles evolves over time.

3. **Term.** Tenant shall have and hold the Premises for a term of 10 years commencing on the Effective Date and expiring on _____, 2025 at 5 p.m. (the "**Term**"), unless the Term is earlier terminated or extended as provided herein. Upon the expiration or earlier termination of this Lease, Tenant shall remove the Improvements at its sole costs and expense at the direction of Landlord, failing which Landlord may remove and dispose of the same at Tenant's sole cost and expense.

4. **Rent.** Rent shall be due and payable during the Term annually at a rate of Ten Dollars (\$10.00) per year, commencing on the Effective Date, and continuing thereafter until the end of the Term. Said rent and the obligations committed to by Tenant hereunder shall be deemed to be reasonable consideration for the usage of the Premises by Tenant hereunder.

5. **Landlord's Inspection and Related Rights.** Landlord or its agents shall have the right, but not the obligation, at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement or preservation thereof. Notwithstanding Landlord's right of inspection, Tenant shall be solely responsible for the safety, maintenance and preservation of the Premises during the Term; except Landlord shall remove snow on the property adjacent to the Charging station and keep and maintain the grade of the Premises in reasonably level manner.

6. **Alterations.** Tenant shall not make any alterations in the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

7. **No Waste, Impairment of Value or Hazardous Substances.** Tenant covenants and agrees that (i) nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste, and (ii) no hazardous substances shall be stored, maintained or deposited on the Premises.

8. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Premises that shall be visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed on the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, automobile parts or waste shall be kept, stored or allowed to accumulate on the Premises; and no storage of abandoned vehicles shall be permitted on the Premises. No overnight parking shall be allowed on the Premises. Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

9. **Insurance.**

(a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term "all-risk" property coverage naming Landlord and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include, public liability, operations, property damage and personal injury, including death, with a

minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law insuring Landlord and Tenant, as their interests under this Lease appear, including, without limitation, coverage for contractual liability and broad form property damage with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Landlord, or the property of the same.

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

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

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

10. Indemnification.

(a) Tenant agrees to exonerate, hold harmless, protect and indemnify Landlord from and against any and all losses, damages, claims (including without limitation, mechanics lien claims), suits, or actions, judgments and costs which may arise

based on events occurring during the Term hereof in connection with Tenant's usage of the Premises for personal injury, loss of life or damaged property sustained in or about the Premises, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in any such claims, the investigation thereof or the defense of any action or proceeding brought thereon.

(b) Tenant shall keep the Premises free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Tenant, and Tenant shall indemnify and save Landlord and the Premises harmless of all such liens or claims of lien and all reasonable attorneys' fees and other costs and expenses incurred by reason thereof. Should Tenant fail to discharge fully any such lien or claim of lien or provide an acceptable indemnity bond in the event of contest, Landlord, at Landlord's option and subject to Landlord's right of reimbursement from Tenant, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of such lien or claim.

11. Default Provisions; Termination.

(a) The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant:

(1) Tenant failing to make any payments required to be made by Tenant, when due, where such failure shall continue for a period of 10 days following notice from Landlord to Tenant.

(2) Tenant failing to perform or keep any of the other terms, covenants, and conditions herein contained for which it is responsible, and such failure continuing and not being cured for a period of 10 days after notice, or if such default is a default which cannot be cured within a 10-day period, then Tenant's failing to commence to correct the same within said 10-day period and thereafter failing to prosecute the same to completion with reasonable diligence within no more 30 days following receipt of the notice referred to above.

(b) In the event of an occurrence of default as set forth above, in addition to such remedies as may be permitted or provided for under applicable law and equity, Landlord shall have the right to terminate this Lease by giving to Tenant written notice of such termination.

(c) Upon a determination by Landlord in its sole and absolute discretion that Landlord requires the use of the Premises for another purposes or that the Charging Station is not serving a public purpose sufficient to justify its location on the Premises, Landlord may terminate this Lease on 60 days' written notice.

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. No Recordation. Neither this Lease nor any record hereof may be recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

17. 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 supersedes and controls all prior written and oral agreements and representations of the parties with respect to the subject matters addressed herein and represents the total integrated agreement between the parties with respect to such subject matters.

(c) This Lease shall not be amended or modified, except by subsequent written agreement of the parties approved by resolutions of the Town Council.

(d) A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

(e) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(f) 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.

(g) 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.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease as of the date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO,
a Colorado home rule municipality

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

_____ (SEAL)
Lynelle Stanford, Town Clerk

TENANT:

GUNNISON COUNTY ELECTRIC ASSOCIATION, INC.,
a Colorado electric cooperative

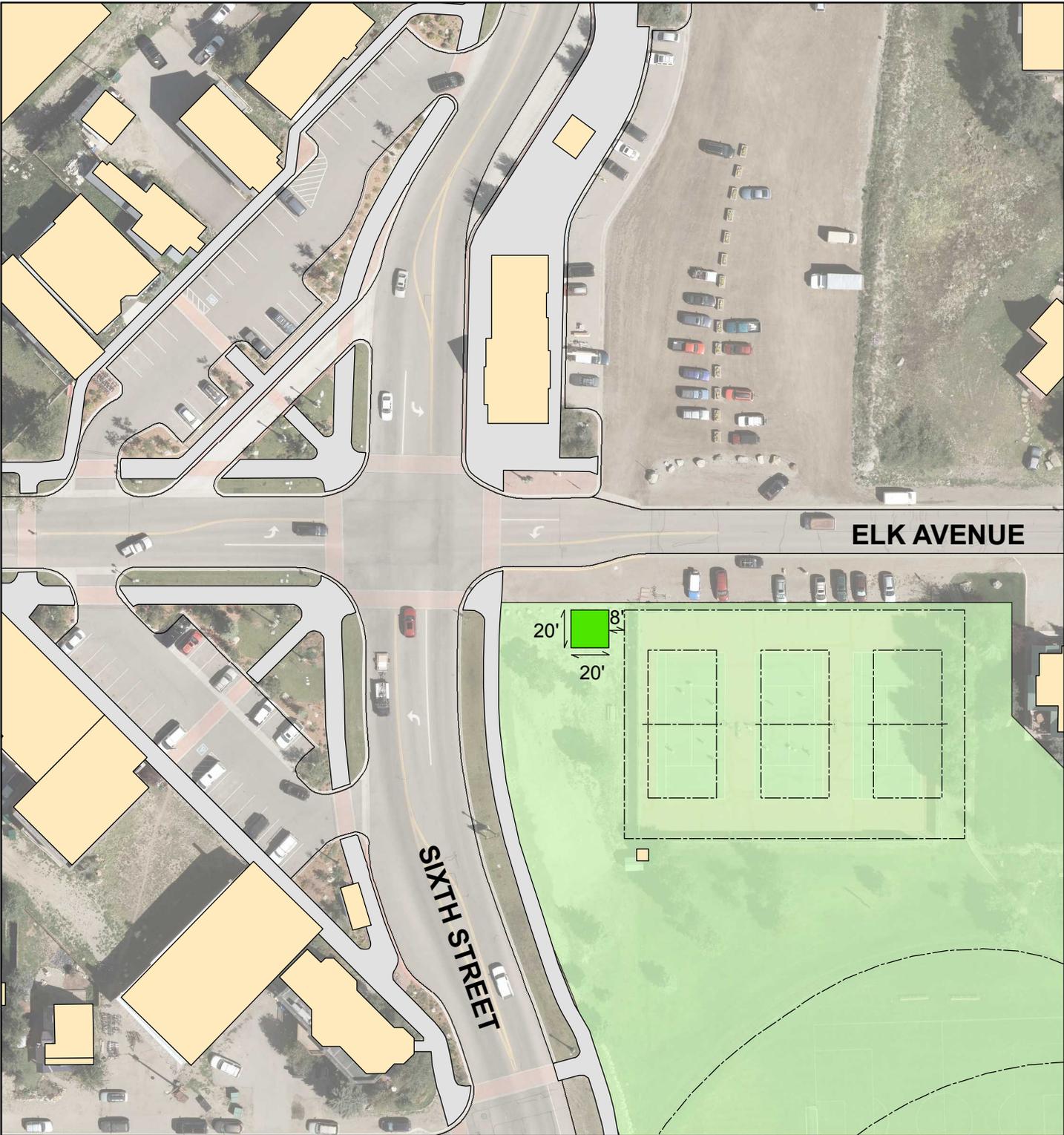
By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

[attach here]

1. A 20 foot by 20 foot parking block 8 feet east of the north west corner of the Town tennis courts in the Town Plaza as depicted in the attached drawing.
2. Drawing.



APPENDIX A: Ground Lease For Electric Vehicle Charging Station
Town of Crested Butte, Colorado - July, 2015

- Electric Vehicle Charging Station
- Buildings
- Town Park
- Sidewalks
- Paved Roads
- Unpaved Roads



July 20, 2015

Mike McBride
Gunnison County Electric Association
PO Box 180
Gunnison, CO 81230

Dear Mr. McBride:

It is with pleasure that I write a letter in support of the proposed electric vehicle charging station to be installed on Town property in Crested Butte.

The Town of Crested Butte has a Franchise Agreement with Gunnison County Electric Association (GCEA) to promote greening and sustainable technologies. We both have goals to study, evaluate, and implement clean, sustainable, reliable electrical energy sources that are economically prudent and provide affordable alternatives to conventional electric generation methods. The Town and GCEA agree to cooperate as appropriate to develop plans that meet these objectives and goals as outlined in the Town's Energy Action Plan. Further, GCEA cooperates with the Town, as appropriate and beneficial, on renewable energy projects and other new technology as it becomes available. The proposed electric vehicle supply equipment project will comply with GCEA's and the Town of Crested Butte's goals to be innovative, sustainable, and socially and environmentally responsible.

We believe an electric charging vehicle station will benefit the community of Crested Butte by bringing awareness of this new technology to the Town and providing an incentive for residents to purchase an electric vehicle. More electric vehicles on the roads means less greenhouse gas emissions and harmful air pollutants, and will keep the air in our rural community clean. We fully support the installation and operation of an electric vehicle charging station in Crested Butte.

Sincerely,

Aaron Huckstep

Mayor, Town of Crested Butte

August 4, 2015

Work Session

VRBO

Standard Mine Activities - Cynthia - Could also be under New Business

New Business

Housing Authority – Needs Assessment

Update from the Coal Creek Watershed Coalition on the Upper Slate River Watershed

Phase 3 Depot Rehab

Creative District

August 17, 2015

Mundus Bishop

Future Worksession Items:

- VRBO
- Micro Lots
- Vending at the Four Way
- Cemetery Committee (Update and planning future work)
- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- CBMBA and Trail priorities/signage (basically – what is the future plan for new trails/existing trail completion in the valley? What should be our priorities as a Council?)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- What do we want to become? – or said differently, follow-up planning process for the Whatever USA
- Affordable Housing/Density/Workforce – Blk 79/80 – Discussion of the question “how do we deal with the shortage of employees from the 2014 summer? What should we expect in 2015 and how will we address another shortage?”