

ORDINANCE NO. 4

SERIES NO. 2023

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE LEASE OF A TOWN RESIDENTIAL PROPERTY, 716 ELK AVENUE, CRESTED BUTTE, COLORADO TO A TOWN EMPLOYEE

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

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

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

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

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

1. **Findings.** The Town Council hereby finds that granting a lease of Town property for use by a certain Town employee is in the best interest of the Town.
2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute a lease in substantially the same form as attached hereto as **Exhibit "A"** for the following property to the employee described in such lease.

INTRODUCED, READ, AND SET FOR PUBLIC HEARING THIS 21ST DAY OF FEBRUARY 2023.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS 6th DAY OF MARCH 2023.

Ordinance 2023-04
Employee lease

TOWN OF CRESTED BUTTE, COLORADO

By: 
Ian Billick, Mayor

ATTEST 
Lynelle Stanford, Town Clerk

(SEAL)



EXHIBIT "A"

Employee Lease Agreement

[attach form leases agreements here]

LEASEHOLD AGREEMENT

THIS LEASEHOLD AGREEMENT (the "Agreement"), made and entered into this 1st day of April 2023, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the "Town") and Carlos Garcia, an employee of the Town of Crested Butte (hereafter referred to as the "Lessee") upon the following terms and conditions:

WITNESSETH:

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

- 1. TERM and RENEWAL:** The term of this Agreement shall commence as of the 1st day of April 2023, for a period of one year, ending on the 31st day of March 2024 at midnight (the "Term"). Thereafter, the Term of this Agreement shall automatically renew annually from year to year provided that the Lessee is in compliance with all aspects of this Agreement. During the Term of this Agreement, Lessee must remain in the employment of the Town. Should Lessee's employment with the Town end for any reason during the Term of this Agreement, Lessee, and any additional roommate(s) or temporary visitor(s) must vacate the Premises, as defined below, within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Agreement, Lessee will give the Town no less than a 30-day notice of intention to move out.
- 2. LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby leases from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

716 Elk Avenue, Caretaker Apartment, Crested Butte, Colorado (a one-bedroom residential dwelling unit and parking for one vehicle that is a portion of a Town owned, mixed use property) (the "Premises").
- 3. RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the Premises the sum of \$610.00 per month (the "Rent"), due and payable no later than the 5th day of each month during the Term of this Agreement. Upon automatic renewal every year the Rent shall increase by \$20 per month.
- 4. UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity and other utilities Lessee desires at Lessee's election, including charges for telephone, internet and television. The Town will pay for gas, water, sewer, weekly refuse

collection, and snow removal of the parking area. Lessee shall be responsible for any remaining utilities not specifically designated to be paid by the Town.

5. **CHARACTER OF OCCUPANCY:** The Premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee's employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
 - a. At Lessee's sole cost and expense, properly maintain the Premises, including but not limited to flooring and fixtures located therein, in good order and condition.
 - b. Replace light bulbs and replace fire and carbon monoxide alarm batteries.
 - c. Remove snow upon and around the entrance to the Premises.
 - d. Make no alterations, repairs, or improvements to the Premises without prior written permission of the Town. If approved, any and all such alterations and improvements shall be of a like kind and quality and shall be completed in a workmanlike manner.
 - e. The Lessee shall be issued two keys to the residential unit, which shall be returned to the Town at the expiration of the Term. Lessee shall secure the Premises when off the Premises.
 - f. Not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the Premises, or create hazardous conditions for other tenants or neighbors. Not use the Premises in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the Premises include a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
 - g. Lessee shall not use the Premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation, or national origin.
 - h. Lessee acknowledges that the Premises is a part of a mixed-use property that includes the caretaker residential unit, two commercial offices, and event space that is available for rent by the public. Lessee acknowledges that the tenants and users of the other portion of the building are entitled to the quiet enjoyment of their space, and the Lessee agrees to refrain from behaviors or practices that may deny quiet enjoyment to the adjacent tenants and occupants.
 - i. Lessee acknowledges that the hours of operation for the event space are from 8AM to 9PM.
6. **ANIMALS:** Pets are not permitted on the Premises.
7. **CLEANING:** Lessee agrees to keep and maintain the Premises used exclusively by Lessee in a neat, orderly, clean, and sanitary condition at all times, and to

provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the Premises shall be stored on the Premises in the animal resistant container provided by the Town for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the Premises. All cleaning supplies and equipment must be provided by Lessee. Premises is subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the Premises by the Town upon 24-hour notice to the Lessee.

8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or in the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the Premises, or otherwise left in disrepair on or adjacent to the Premises.
9. **LIENS:** Lessee agrees to keep the Premises free and clear of liens of any kind caused by the action or inaction of Lessee.
10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$250.00 (the "Security Deposit") to be used as security for the faithful performance of the terms and obligations of this Agreement. The Security Deposit shall be held by the Town for the Term of this Agreement. The Town may apply any or all of the Security Deposit to the repair damage caused to the Premises by Lessee, or Lessee's invitees or licensees, and to pay for the cleaning of the Premises upon Lessee's vacation of the Premises. In the event the Town deems that it is reasonable and necessary to have the Premises cleaned or repaired during or after the Term of this Agreement, it shall be done at Lessee's expense. Any amount paid out of the Security Deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full Security Deposit of \$250.00 to be available at all times. The Security Deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit or apply any amount of the Security Deposit toward payment of any other obligation owed to the Town.
11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the Premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the Premises, and those caused by the negligent and intentional acts of the Lessee, or Lessee's invitees and licensees, visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which

the Premises is located during the Term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

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

13. **ASSIGNMENT:** Lessee shall not assign this Agreement, nor sublet or rent the Premises described herein to other users in any fashion or encumber the Premises in whole or in part, without the prior written consent of the Town.
14. **USE:** The Premises must be used as Lessee's primary residence. Any lease or short-term renting of the Premises or any part thereof is strictly prohibited.
15. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter the Premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the Premises or to make repairs thereon.
16. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Agreement upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party. If a default remains un-cured after five days, it is agreed that the Town may, in its discretion, retake possession of the Premises and terminate this Agreement upon an additional five (5) days written notice to Lessee, without terminating the Agreement. If the Town retakes possession of the Premises in such fashion, Lessee shall remain liable for payment of Rent, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the Term of this Agreement.
17. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Agreement, it shall notify the Town no less than 30 days prior to the expiration of the Term. Lessee shall quit and surrender the Premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Term, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the Premises at the time of expiration, or upon termination of this Agreement. Lessee shall surrender the Premises in its original condition and in good order, ordinary wear and tear excepted.

18. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
19. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the Premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.
20. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

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

LESSEE: Carlos Garcia
 P.O. Box TBD
 Crested Butte, Co 81224

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

21. **APPLICABLE LAW:** This Agreement is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement be in the County of Gunnison, State of Colorado.
22. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Agreement as to its enforcement, interpretation or construction of this Agreement or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
23. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.

24. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Agreement nor the intent of any provision herein.
25. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Agreement or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Agreement as a whole.
26. **BENEFIT:** This Agreement shall bind and benefit alike the successors and assigns of the parties hereto.

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

TOWN OF CRESTED BUTTE, COLORADO

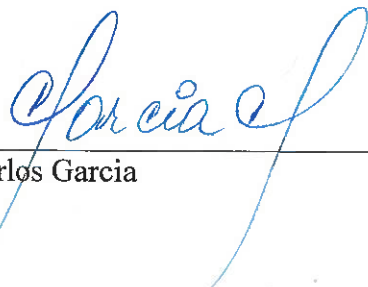
By: 
Dara T MacDonald, Town Manager

ATTEST:

By: 
Lynelle Stanford, Town Clerk



LESSEE:

By: 
Carlos Garcia