

RESOLUTION NO. 13

SERIES NO. 2014

RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING AGREEMENT FOR
INSTALLATION AND MAINTENANCE OF
GAGING STATION WITH THE U.S. GEOLOGICAL
SURVEY

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 or license 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, the Town Council finds hereby that approving a lease and license of certain Town property for the U.S. Geological Survey's installation and maintenance of a gaging station for the Survey's use in monitoring Coal Creek is in the best interest of the health, safety and welfare of the residents and visitors of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a lease and license to the U.S. Geological Survey in substantially the same form as attached hereto as **Exhibit "A"** (the "**Gaging Station Agreement**") for the Survey's installation and maintenance of a gaging station to be used in monitoring Coal Creek is in the best interest of the health, safety and welfare of the residents and visitors of the Town

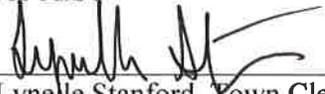
2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the Gaging Station Agreement. Any substantive changes thereto may be made only upon direction of the Town Attorney.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 15TH DAY OF SEPTEMBER, 2014.

TOWN OF CRESTED BUTTE

By: 
Aaron J. Huckstep, Mayor

ATTEST


Lynelle Stanford, Town Clerk

(SEAL)



EXHIBIT "A"

Gaging Station Agreement

[attach draft agreement here]

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION *

The landowner agrees that the U.S. Geological Survey (USGS), Colorado Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 38°52'17.60"N Long. 106°59'7.07"W and/or

Streamside at west end of Gothic Ave where it dead ends on east side of Coal Creek.

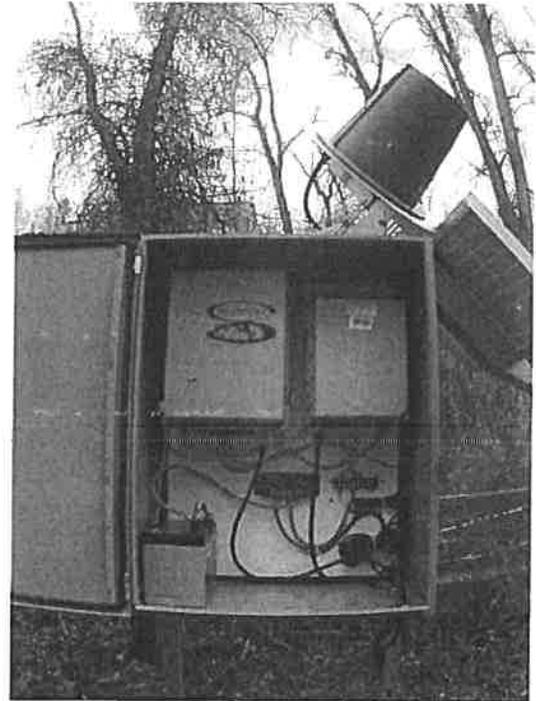
(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)



Example of a similar platform:



Gage: Shelter, Orifice housing, Staff, and Crest stage gage.



Gage components.



Gage



Orifice Housing



Datum Reference Marks, 1 of 4

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 10 year(s)
0 month(s) unless terminated earlier by USGS upon 60 days written notice. After 10 year(s)

0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner

Town of Crested Butte, CO

Address

507 Maroon Avenue

Telephone Number

(970) 349-5338

USGS Water Science Director

Jim Kircher

Address

Denver Federal Center

Telephone Number

303-236-6900

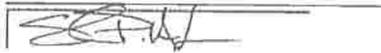
USGS Project Chief

Steven Anders

Telephone Number

970-628-7140

U.S. Geological Survey Signature/Date



8-28-14

Landowner Signature/Date

