



Community Values

Authentic

Connected

Accountable

Bold

Town Council

5-year Goals:

- ☞ Approach community challenges through active collaboration and public engagement.
- ☞ Accommodate growth in a way that maintains our rural feel.
- ☞ Enable people who live and work here to thrive.
- ☞ Retain the unique character and traditions of Crested Butte.
- ☞ De-emphasize cars and focus on walking, biking, and transit.
- ☞ Continue to passionately care for our natural surroundings and forever protect Red Lady.
- ☞ Act on the urgency of climate change and prepare for the changes we expect from it.

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

AGENDA

Town of Crested Butte Special Town Council Meeting Town Council Chambers 507 Maroon Ave; Crested Butte, CO Monday, May 19, 2025

Meeting information to connect remotely:

<https://us02web.zoom.us/j/89941693035>

Join via audio: +1 719 359 4580 US +1 253 205 0468 US +1 669 444 9171 US +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 305 224 1968 US
Webinar ID: 899 4169 3035

PUBLIC NOTICE IS HEREBY GIVEN THAT THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO WILL HOLD A SPECIAL MEETING ON MONDAY, MAY 19, 2025, BEGINNING AT 8:00PM.

Public comments may be submitted at any time to the entire Council via email at towncouncil@crestedbutte-co.gov.

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

6:00 JOINT WORK SESSION WITH THE BOARD OF ZONING AND ARCHITECTURAL REVIEW (BOZAR)

1) Redefined Draft Community Plan.

Staff Contact: Community Development Director Mel Yemma

8:00 SPECIAL TOWN COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

8:02 APPROVAL OF AGENDA

8:03 CONSENT AGENDA

1) May 5, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Town Clerk Lynelle Stanford

2) Crested Butte Farmers Market Special Event Application Closing the Ten and 100 Blocks of Elk Avenue on Sundays, from May 25, 2025 to October 5, 2025.

Staff Contact: Town Clerk Lynelle Stanford

3) ARTumn Festival Special Event Application Closing the 1st and Elk Parking Lot on Saturday, September 20, 2025 and Sunday, September 21, 2025.

Staff Contact: Town Clerk Lynelle Stanford

4) Apology Letter to Charles Robinson and Scotia Cox Regarding Mistake at the January 2025 Paradise Park Workforce Rental Lottery.

Staff Contact: Housing Director Erin Ganser

5) (First Reading) Ordinance No. 4, Series 2025 - An Ordinance of the Crested Butte Town Council Amending Chapter 6, Article 5 of the Crested Butte Municipal Code.

Staff Contact: Town Clerk Lynelle Stanford

6) (First Reading) Ordinance No. 5, Series 2025 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at Avalanche Park (Tract I & II, Eccher Ranch) to the Gunnison County Electric Association.

Staff Contact: Town Manager Dara MacDonald and Sustainability Coordinator Dannah Leeman

7) Resolution No. 11, Series 2025 - A Resolution of the Crested Butte Town Council Approving a Lease Agreement with Mountain Mentors LLC for Use of 620 2nd Street AKA Big Mine Warming House.

Staff Contact: Parks, Recreation, Open Space and Trails Director Janna Hansen

8) Resolution No. 12, Series 2025 - A Resolution of the Crested Butte Town Council Establishing Expedited Development Review Policies for Future Affordable Housing Projects.

Staff Contact: Community Development Director Mel Yemma

9) Endorsement Letter for Dara MacDonald for Run for CML Executive Board.

Staff Contact: Town Manager Dara MacDonald

The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. Council members may request that an item be removed from Consent Agenda prior to the Council's vote. Items removed from the Consent Agenda will be considered under

New Business.

8:05 PUBLIC COMMENT

The public has the opportunity to comment during the public comment period at the beginning of every regular Council meeting. At this time people may speak for up to five minutes on any topic

that is not on the agenda. The Mayor may limit public comments to no more than three ²minutes if it appears there will be many comments on a similar topic. The public comment period is a time for the Council to listen to the people. Council generally should not engage in a two-way conversation at this time nor should the Council feel compelled to respond to the comments. If Council chooses to discuss or take action on a subject brought up during Public Comment that discussion should be held at the end of the Council meeting under “Other Business to Come Before the Council.”

8:10 STAFF UPDATES

8:15 LEGAL MATTERS

8:20 PRESENTATION

1) Jodi Payne, Executive Director of Gunnison Country Food Pantry, and Holly Conn, Executive Director of Mountain Roots Food Project Regarding Federal Funding Cuts Affecting Critical Community Programs.

8:25 NEW BUSINESS

1) RV Dump Station Improvements Discussion.

Staff Contact: Public Works Director Shea Earley

8:45 COUNCIL REPORTS AND COMMITTEE UPDATES

8:50 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:55 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 2, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 16, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 7, 2025 - 6:00PM Work Session - 7:00PM Regular Council

9:00 ADJOURNMENT



Staff Report

May 19, 2025

To: Mayor Billick and Town Council, and Chair Nauman and Board of Zoning and Architectural Review

Prepared By: Mel Yemma, AICP, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Joint Work Session: Refined Draft Community Plan**

Summary: This joint Town Council and BOZAR Work Session is intended to review and discuss the refined draft of the Community Plan (CP). The updated draft reflects community feedback, input from the advisory committee, and prior Council and BOZAR discussions. The goal of this session is to align on final recommendations to complete the plan and prepare it for adoption—setting the stage for the next phase: updating the zoning code and developing new five-year strategies for housing and community spaces.

Previous Council Action: On May 5, 2025, the Town Council held a work session to review public input on the draft CP and provide feedback on the proposed goals and tools for each plan focus area.

Council Members Kent Cowherd and John O’Neal, along with BOZAR member Roxana Alvarez-Marti, served on the CP Advisory Committee. Several Council and BOZAR members also participated in the Compass Navigation Committee meeting on February 5, which introduced key draft CP concepts and gathered early feedback.

Background: About the Draft CP: The CP identifies a long-term vision to improve Crested Butte’s livability, functionality, and sense of community by aligning the Town’s development regulations with the community’s values and strategic goals. The CP seeks to encourage and stimulate private-sector investment in community-serving housing and spaces for businesses, and non-profits to address Crested Butte’s pressing local challenges – an escalating affordability crisis, a vulnerable and concentrated economy, a decline in full-time residency, and zoning regulations that are overall failing to produce the housing and infrastructure the community needs.

The Refined Draft CP is grounded in a vision that reflects and advances the Community Compass goals and values—focused on “keeping Crested Butte, Crested Butte” by retaining and growing the full-time community. It includes a set of strategies and recommendations designed to realize this vision, to be implemented through a comprehensive zoning code update and supported by forthcoming five-year plans for housing and community spaces, launching this summer with expanded outreach.

Discussion: This work session will allow Town Council and BOZAR members to share feedback on the refined draft and discuss further refinements. Staff will begin with a brief overview of the plan’s purpose and the updates made, then facilitate a discussion of each focus area to identify

areas of alignment or divergence in preparation for finalizing the draft and setting the upcoming zoning code update for success.

Key changes made in this refined draft include:

- A significantly shorter, more concise document
- A revised executive summary and introduction clarifying the dual goals of expanding community spaces and community-serving housing
- Clearer, more compelling success measures tied to the plan’s vision
- A sharpened vision statement emphasizing support for the full-time community
- A restructured “Unlocking Potential” chapter that focuses on four key areas—parking requirements, neighborhoods & the historic core, Belleview Avenue, and the Sixth Street Corridor (now including the Slate River Annexation)—with streamlined recommendations for the zoning code and accompanying 5-year housing and community spaces strategies.
- Relocation of the “Crested Butte’s Context” chapter (challenges and opportunities) to the appendix for improved flow

Climate Impact: The CP supports the goals of the Climate Action Plan and the Transportation Mobility Plan by integrating land use with transportation. This approach is intended to create more opportunities for residents to live closer to where they work, thereby reducing vehicle emissions. The plan focuses on identifying these opportunities within Town limits, while coordination with Gunnison County through the Corridor Plan will expand this integration at the regional level.

Financial Impact: The development of the Draft CP was funded through a \$200,000 grant from the Colorado Department of Local Affairs, with an additional \$150,000 match from the Town over 2024 and 2025. While updates to the zoning code will not result in additional financial impacts, further financial incentives, programs, and Town-led development opportunities will be explored as part of the forthcoming 5-Year Housing and Community Spaces strategies, which will begin this summer.

Legal Review: The Town Attorney has reviewed the zoning code considerations included in the Draft CP and confirmed their feasibility. The Attorney will continue to work with staff throughout the code update process to ensure the final code is clear, concise, defensible, and user-friendly for both the Town and the development community, and that it effectively enables the CP vision.

Recommendation: Staff requests Council and BOZAR input on the refined draft and its recommendations. Following this session, staff will incorporate feedback and present a final draft for Council consideration and possible adoption in June.

ATTACHMENTS:

1. Refined Draft Community Plan for Town Council and BOZAR Review

TOWN OF CRESTED BUTTE COMMUNITY PLAN



REFINED DRAFT FOR TOWN COUNCIL & BOZAR REVIEW



May 2025



TORTI
GALLAS +
PARTNERS

Acknowledgements

Colorado Department of Local Affairs

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Town Council

- Ian Billick**, Mayor
- Mallika Magner**, Mayor Pro Tem
- Anna Fenerty**
- Beth Goldstone**
- Kent Cowherd**
- Gabi Prochaska**
- John O’Neal**
- Jason MacMillan**, Former Town Council Member

Board of Zoning and Architectural Review (BOZAR)

- Erik Nauman**, Chair
- Donny Davol**, Vice Chair
- Ed Schmidt**
- Halley Anderson**
- Josh Staab**
- Luz Spann-LaBato**
- Roxana Alvarez-Marti**

Community Plan Advisory Committee

- Kent Cowherd**, Town Council Member
- John O’Neal**, Town Council Member
- Roxana Alvarez-Marti**, BOZAR Member
- Danica Ramgoolam**
- Jessica Welborn**
- Jim Starr**

Compass Navigation Committee

In addition to the Community Plan Advisory Committee, Town Council, and BOZAR, the Compass Navigation Committee is comprised of:

- Glo Cunningham**, Transportation Mobility Plan Advisory Committee
- Cal Fenerty**, Transportation Mobility Plan Advisory Committee
- Chris Hensley**, Transportation Mobility Plan Advisory Committee
- Andrew Hadley**, Historic Preservation Plan Advisory Committee
- Molly Minneman**, Historic Preservation Plan Advisory Committee
- Andris Zobs**, Historic Preservation Plan Advisory Committee
- Nicole Blaser**, Climate Action Plan Advisory Committee
- Gesa Michel**, Climate Action Plan Advisory Committee
- Valeda Scribner**, Climate Action Plan Advisory Committee

Town Staff

- Dara MacDonald**, Town Manager
- Mel Yemma**, AICP, Community Development Director
- Jessica Earley**, Senior Planner
- Kaitlyn Archambault**, Planner I
- Erin Ganser**, Housing Director
- Dannah Leeman**, Sustainability Coordinator
- Shea Earley**, Public Works Director
- Janna Hansen**, Parks, Recreation, Open Space, and Trails Director
- Troy Russ**, Former Community Development Director
- Madison Manning**, Former Planning Technician

Consulting Support

Torti Gallas + Partners

- Neal Payton, FAIA, FCNU, Principal in Charge*
- Rogelio Huerta, Project Manager, Urban Designer*
- Chris Jonick, Director of Architecture*
- Betina Sason, 3D Visualization Specialist, Urban Designer*
- Zanetta Illustration**
- JJ Zanetta, Zanetta Illustrations*
- Hoffman Strategy Group**
- Jerry Hoffman, Founder and Partner*
- Dan Sheridan, Partner*
- Facilitation Support**
- Miles Graham, Principal, GBSM*
- Venita Currie, Founder, Currie Consulting Group*

Photo Credits

- Lydia Stern*
- Nolan Blunck*
- Robby Lloyd*

Thank you to everyone in the community who participated in this process whether through the surveys, public policy forum, open houses, design charrette, and more!

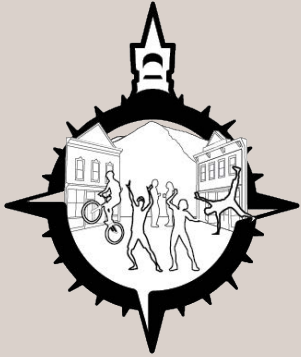


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Executive Summary

The Crested Butte Community Plan (CP) sets a long-term vision to enhance livability, functionality, and sense of community by aligning the Town of Crested Butte’s development regulations with the community’s values and strategic goals.

This plan reflects a shift in focus. While Crested Butte and the Gunnison Valley have long prioritized public investment in affordable housing, with major projects like Paradise Park, Mineral Point, and Gunnison County’s Whetstone project underway, this plan aims to broaden the approach. It seeks to strengthen the community fabric by incentivizing and stimulating private-sector investment in community-serving housing, as well as spaces for local-serving businesses and non-profits, in Crested Butte, where infrastructure, transit access, and an incredibly pedestrian-friendly environment exist.

Without action, Crested Butte risks becoming less like the place people cherish—less affordable, less livable, and less connected. Addressing these challenges requires a proactive and strategic approach that shapes the future rather than allowing incremental change to reshape the town.

The CP charts a course that builds on the Community Compass to meet these challenges head-on. It aims to keep Crested Butte, Crested Butte—preserving the people, places, and values that define its identity.

This plan focuses on two clear objectives:

- 1. Expand, diversify, and distribute community-serving housing:** Advance a broader mix of attainable housing—like ADUs, microlots, condos, and multi-family homes —woven throughout neighborhoods and mixed-use areas to meet evolving needs and strengthen neighbor-to-neighbor connections.
- 2. Facilitate, create, and preserve community-serving spaces:** Encourage and protect spaces for local-serving businesses, nonprofits, services, and gathering places that meet everyday needs and foster community connection

Together, these strategies aim to rebalance the relationship between the public and private sectors, ensuring that new development supports community goals while remaining viable for responsible developers. The CP proposes a refreshed regulatory toolkit, prioritizing incentive-based zoning with complementary programs for different areas of Crested Butte, rather than sweeping mandates.

Key strategies are organized around four focus areas:

- 1. Town-Wide: Parking Requirements:** Rebalance space to prioritize people over cars by easing parking rules where other options exist.
- 2. Neighborhoods & Historic Core:** Incentivize gentle infill—like ADUs and microlots—that adds housing while preserving neighborhood character.
- 3. Bellevue Avenue:** Foster a more active, mixed-use commercial core with residents living above plumbers, electricians, auto repair, and businesses that serve local needs.
- 4. Sixth Street Corridor:** Establish Sixth Street as a vibrant spine connecting the Town with everyday

shops, restaurants, and community spaces, with housing above. Leverage the context of the Slate River Annexation to introduce higher-density housing. Preserve and expand opportunities for multi-family housing along the corridor’s edges in the R4 and Tourist Zones.

The CP identifies specific strategies and recommendations for each focus area to directly inform the Town’s next steps: a comprehensive update to the zoning code and the creation of two five-year implementation tools—a Housing Strategy and a Community Spaces Strategy—to complement the new regulatory framework. It also lays the groundwork for regional collaboration, including the upcoming 2025 Gunnison County Corridor Plan, which will help align land use, transportation, and infrastructure planning across the CO-135 corridor.

The CP is a bold, values-driven vision and roadmap to keep Crested Butte, Crested Butte. By aligning our tools, regulations, and investments, it sets the stage for real action—ensuring our community can thrive for generations to come.

WHAT’S INSIDE THIS DOCUMENT

In this document, the reader will be guided through the essential elements of the CP:

INTRODUCTION: About this Plan & Why It’s Needed

An overview of the Plan’s purpose, key challenges and opportunities, and integration with the Town’s Compass Navigation effort.

CRESTED BUTTE’S FUTURE: A Vision Rooted in Community Values

A community-driven vision that reflects seven strategic goals and prioritizes preserving what makes Crested Butte unique.

UNLOCKING POTENTIAL: Bringing the Vision to Life through Policy, Programs, and Incentives

Recommended strategies to align zoning, programs, and incentives with the CP vision across four key areas of Town.

MAKING IT HAPPEN: What Comes Next

Covers the next phase, including a comprehensive zoning code update, new five-year housing and community space strategies, and emphasizes this plan’s role in upcoming regional planning.



Introduction

About This Plan & Why It's Needed

The Community Plan (CP) outlines a shared vision for the future of Crested Butte and identifies the zoning updates, programs, and investments needed to make that vision a reality. Grounded in the values of the Town's Community Compass, the plan focuses on what matters most: protecting what makes Crested Butte unique while enhancing its livability, functionality, and sense of community. It prioritizes space for community-serving housing, local businesses, and nonprofits that keep Crested Butte running—and rooted.

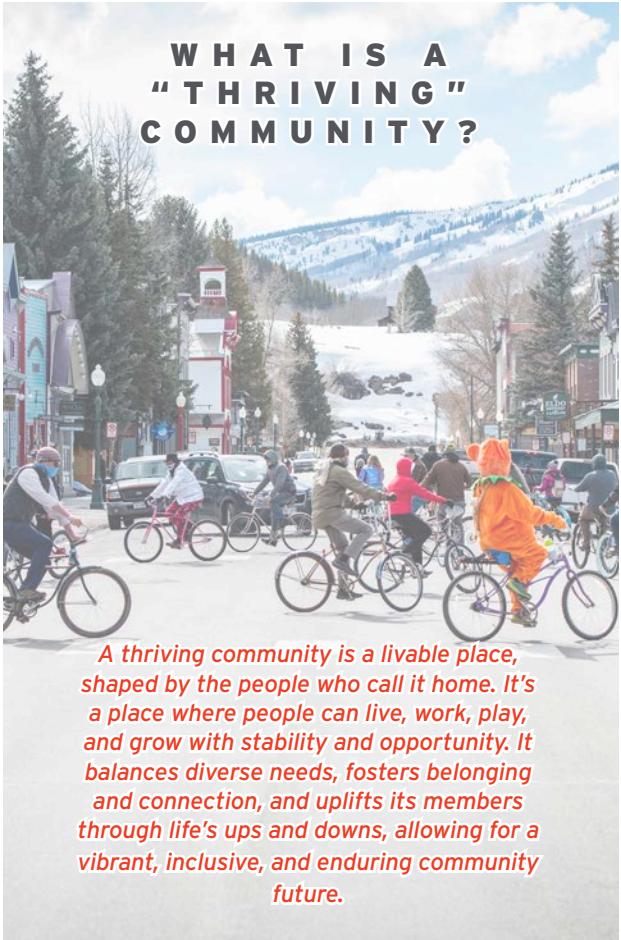
At its core, the CP sets the foundation for two key next steps:

- 1. A comprehensive update to the zoning code
- 2. The development of new five-year Housing and Community Spaces Strategies

Together, these tools will work in unison to spark private investment in spaces and housing that truly serve the people who call Crested Butte home—without relying solely on public funding—ensuring that our community remains a thriving place for generations to come.

The Community Plan Goal

The goal of this plan is to improve the livability, functionality, and sense of community in Crested Butte by leveraging the Town's development regulations and community resources to stimulate free market investment in community-serving housing and spaces for businesses and non-profits.



BREAKING DOWN THE GOAL

COMMUNITY-SERVING HOUSING is affordable, accessible, and encompasses a diverse range of housing types and programs designed to meet the evolving needs of the community. From seasonal employees, to year-round service providers, to individuals, growing families, seniors, and households across varying income levels, the goal is to provide a range of attainable housing options that support a wide spectrum of the community's needs.

COMMUNITY-SERVING SPACES are places that meet the everyday needs of people who live and work in Crested Butte and the Gunnison Valley. This includes public spaces and places for local businesses and non-profits to operate and thrive. Whether it's a daycare, a hardware store, a clinic, or a community organization, these spaces play a key role in supporting the valley's everyday quality of life. They help keep essential services close to home and ensure that the heart of town remains rooted in serving the people who make this place what it is.



The Urgency of this Plan

Crested Butte is known for its historic charm, vibrant buildings, and stunning natural landscapes. But what truly makes it special is the tight-knit, caring community – evident in neighborhood gatherings, townie celebrations, and the quirky spirit that defines us.

However, our Town is at a crossroads, where growing economic investment is shifting priorities. Luxury hotels, high-end restaurants, and amenities catering to tourists and part-time residents are being favored by the market, while the everyday needs of the people who live and work here are often subsidized. This visitor-centered development has fostered an unusually high level of amenity for our rural community, but it has also placed increasing pressure on affordability, especially for full-time residents. For years, we've relied on public subsidies to meet community development needs, but this system is becoming less sustainable. Despite years of public investment in affordable housing, we're still struggling to retain the local workforce and maintain the social fabric that defines our community. Rising costs of living and construction are pushing essential services and workers further down the valley and even out of Gunnison County, resulting in longer commutes and fewer full-time residents. This shift is gradually eroding Crested Butte's authenticity and its close-knit, vibrant community spirit.

In recent years, the focus of our housing goals has been expanding the deed-restricted housing stock to accommodate essential workforce members. While significant progress has been made, the landscape is changing. We now have an opportunity to broaden our planning approach, including exploring regulatory solutions that tap into the free market to address community needs in a more sustainable way.

This CP update reflects that shift in priorities. While affordable housing remains critical, we must recognize that the next large-scale housing project may be years away due to funding limitations and

competing priorities. In the meantime, we need to stimulate the free market with more diverse and distributed **community-serving housing** options like accessory dwelling units (ADUs), microlots, and multi-family projects—approaches that require less public investment and align with the evolving needs of residents.

At the same time, the CP acknowledges the growing need to protect and cultivate **community-serving spaces**. As Crested Butte and the region grow, high land values and construction costs, combined with outdated development regulations, are incentivizing luxury uses and skewing growth away from essential services. To preserve the Town's character and quality of life, we must protect spaces that serve local businesses, nonprofits, and public services allowing our community to thrive.

The CP not only reimagines housing solutions but also proposes a comprehensive approach to preserving the civic and cultural infrastructure that keeps Crested Butte functional and desirable for residents. This CP, and its implementation, identifies an ambitious vision and actionable path forward, one that balances the needs of residents with the realities of economic pressures, ensuring the Town remains a place where people can live, work, and thrive for generations to come.



Crested Butte's Context: Check out the [Appendix here](#) to dive deeper on Crested Butte's history, context, challenges, and opportunities as it relates to this plan.

Following the Compass

Crested Butte has long faced economic challenges, but until now, the Town has addressed them in a piecemeal manner, making incremental zoning amendments and implementing specific projects that sometimes resulted in unintended consequences.

Leading meaningful change requires vision and persistence. In 2022, the Town recognized the need for a more strategic, unified approach and created the Community Compass (Compass) as its guiding framework. The Compass, built on core values of being authentic, connected, accountable, and bold, outlines a five-year strategic plan and decision-making framework—shifting from reactive adjustments to proactive, collaborative leadership.

To bring this vision to life, the Town launched Compass Navigation. This initiative integrates the Community Plan (CP) with other key planning efforts, including the Transportation Mobility Plan (TMP), Historic Preservation Plan (HPP), Climate Action Plan (CAP), and the upcoming Parks, Recreation, Open Space, and Trails Plan (PROST). Together, these plans reflect a shared community vision and address critical trade-offs and opportunities in areas like affordable housing, climate goals, preservation, mobility, and recreation. Compass Navigation is more than plan-making—it's about aligning every decision with community values to shape a thriving future.



Creating the CP: Dive into the [Appendix here](#) here to see how the CP came together by blending local insight with technical expertise from Torti Gallas + Partners and Hoffman Strategy Group.

Defining Success for the Community Plan

With the Compass setting the direction, the CP needs to define what success looks like along the journey. Grounded in community values, these success measures ensure the CP leads with purpose, aligning policies, regulations, and investments with what matters most to Crested Butte.

Success for the CP means this plan will...

- ✓ **Ensure new regulations and incentives reflect Crested Butte's character**, preserving the Town's historic districts and maintaining Crested Butte's mass, scale, and form.
- ✓ **Increase the share of full-time, year-round households** to strengthen the fabric of the community with an emphasis placed on percentage rather than absolute numbers.
- ✓ **Expand the number, type, and distribution of community-serving housing units**, with options that allow people to grow or downsize based on life stage and needs.
- ✓ **Create more community-serving spaces for local businesses and non-profits** to get started and stay rooted, supporting services that meet the everyday needs of the community.
- ✓ **Maintain and enhance gathering spaces** that foster social connection and community life.
- ✓ **Keep Crested Butte's rough edges intact**, polishing only when it adds real value to the community's character.
- ✓ **Support the Town's transportation mobility goals** by increasing opportunities for people to live closer to where they work.
- ✓ **Support the Town's climate action goals** by increasing opportunities for development efficiencies.

Compass Navigation: [Click here](#) to learn more about the different Compass Navigation plans.



Crested Butte's Future

A Vision Rooted in Community Values

The vision at the heart of this plan is shaped by Crested Butte's core values – authentic, connected, accountable, and bold – and guided by the Compass strategic goals and insights from the community.

It centers on preserving the unique character and spirit that make Crested Butte unmistakably itself. And by “character and spirit,” we mean the people—the personalities, passions, and quirks—that give this place its soul.

At the same time, the vision embraces opportunities to enhance Crested Butte's character, both in the physical look and feel of Town, and by strengthening the full-time community made up of diverse and unique individuals who call it home. It offers a path toward a thriving, resilient future that honors what makes this place special and ensures it remains vibrant for generations to come.



From Goals to Vision

The Compass outlines seven guiding strategic goals. The following is an expansion of each strategic goal with a vision designed to support the two overarching objectives: (1) expand, diversify, and distribute community-serving housing and (2) facilitate, create, and preserve community-serving spaces, in a way that complements the Town's other strategic goals.

1. Approach community challenges through active collaboration and public engagement.

Picture a Town where the streets and public spaces foster regular gatherings and promote ongoing dialogue between full-time residents, part-time residents, and visitors, helping to ensure that community engagement is at the heart of decision-making.

2. Accommodate growth in a way that maintains the Town's and Valley's rural feel.

Picture new development concentrated on Belleview or Sixth Street and not in the rural corridor. This new development is near existing infrastructure, transit, and services, preserving open spaces and agricultural lands as buffers to maintain the Valley's town-and-country feel and strong connection to the landscape.

3. Enable people who live and work here to thrive.

Picture a Crested Butte where living here takes effort, but the rewards are real. With attainable housing options, accessible services, and a vibrant local business and non-profit scene, residents at any stage of life have the opportunity to build a future and support the community that sustains them.

4. Retain the unique character and traditions of Crested Butte.

Picture a Town where life isn't just about having a roof over your head and accessing the services you need, but it's about living life in its distinctive and quirky ways. It's about skiing through the alleys and admiring the historic sheds, digging trails together, burning the grump, joining in a polka dance, slowing down for the cattle drive, and celebrating the things that remind us why we fell in love with Crested Butte.

5. De-emphasize cars and focus on walking, biking, rolling, and transit.

Picture a Town where neighbors casually chat while walking or biking to work, where townie takeovers are the norm, and public transit feels like a natural part of daily life, creating a more connected community that prioritizes people over cars.

6. Continue to passionately care for our natural surroundings and forever protect Red Lady.

Picture a Town where protected natural areas, including Red Lady, are a seamless part of the landscape, preserving Crested Butte's natural beauty for future generations.

7. Act on the urgency of climate change and prepare for the changes we expect from it.

Picture a community that builds on its legacy of environmental stewardship to become a leader in climate action, proactively preparing for the changes ahead. It prioritizes energy efficiency, with buildings designed to minimize consumption and energy costs, while renewable energy sources power everyday life.





The Vision

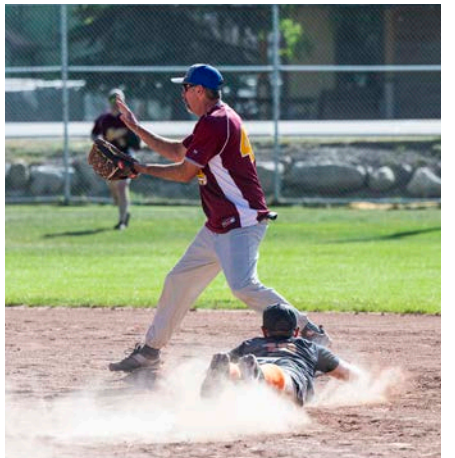
A THRIVING CRESTED BUTTE

Preserving the people and spirit that makes Crested Butte, Crested Butte.

In the future, Crested Butte will remain a place where the community thrives together, staying true to its roots while embracing thoughtful development. The future of Crested Butte depends on preserving and growing the full-time community—the people who give this place its heart. Crested Butte will be a place where year-round residents can build lives, start businesses or non-profits, find a career and/or give back to the community, raise or downsize families, and age in place, all while playing and enjoying what brought them here in the first place. Crested Butte isn't just about living here; it's about connecting with your neighbors, whether on the street, at the post office, on the trail, or during spontaneous gatherings. It's a place where relationships bloom and community is always at the forefront.

Its small-town charm will stay intact, and we'll build in, not out, and keep density where it makes sense in mixed-use corridors, so we can continue to enjoy the open spaces and breathtaking views around us and be able to move around comfortably by boots, bikes, or bus. Residential neighborhoods will grow gradually while retaining their modest and historic charm, with a mix of small-scale homes of different sizes to meet the diverse needs of the community.

Living in Crested Butte isn't easy. We know it takes grit to embrace mountain life. But for those who are up for the challenge, this can continue to be a place to make a real home. A home where you don't need wealth to get started, where the community always has your back, where people are valued over property, and community is prioritized above all.





Unlocking Potential

Enabling the Community Plan through Policy

Realizing the vision outlined in this Community Plan, which is rooted in the values and strategic goals of the Community Compass, requires a deliberate shift in policy frameworks. Zoning regulations and development policies, combined with incentives and programs, can be restructured or created to enable and achieve the CP vision. Unlocking the potential of our community depends on aligning tools and rules with today's challenges and tomorrow's aspirations.

About Zoning and its Influence

Zoning is one of the most powerful tools a town has. It shapes what can be built, and what gets built shapes how people live, work, and connect.

Crested Butte's zoning rules date back to 1961 and have evolved into Chapter 16 of the Municipal Code, which now includes 23 zoning districts, each crafted to shape the look, feel, and function of a part of Town. Town Council sets the rules, and BOZAR (the Board of Zoning and Architectural Review) ensures that new development follows them.

WAYS TO USE ZONING

ZONING CAN BE A BARRIER... Under the current code, Crested Butte could still develop 655 new homes and over 360,000 square feet of commercial space. That full buildout may come slowly—or not at all—but the potential is real.

Yet zoning isn't just a growth-shaping tool, it can also be a hurdle. Overlapping rules, outdated standards, and red tape can stall projects. And because rising land prices don't affect all projects equally, luxury development often pushes through, while community-serving efforts get stuck or sidelined.

...OR A TOOL THAT REFLECTS COMMUNITY VALUES... The goal isn't to reinvent Crested Butte—it's to update the code so it helps protect what's unique while guiding growth in the right direction. By rethinking how the zoning tools of land use, density, and fit are applied, the Town can create more space for the kind of development that supports locals, reinforces the Town's identity, and brings the Community Plan to life.

DON'T LET PERFECTION BE THE ENEMY OF PROGRESS... Zoning isn't a perfect tool, and trying to fix it one rule at a time rarely works. This effort takes a step back to look at the code holistically and ask: What's working? What's holding us back? And how can we tweak the system to better reflect what this community values? The goal isn't perfection, it's progress.

So, How Can Crested Butte's Zoning Code Do Better?

The key lies in using zoning not just as a gatekeeper but as a tool to guide development in a direction that supports the CP vision.

This chapter introduces zoning updates across Crested Butte using an incentives-based approach: offering greater flexibility in land use, density, and design, but only when projects provide clear public benefits like deed-restricted housing or space for local businesses and non-profits. Projects without these benefits would follow a more prescriptive path. This approach supports community-oriented development while staying financially feasible. Streamlining the review process is also essential. Clearer standards, an updated zoning map, and faster approvals for compliant projects will make the system more predictable and effective.

The remainder of this chapter identifies recommended zoning updates for four focus areas of Crested Butte, and Phase 2 of implementing the CP will codify those recommendations into an updated code.

Complementing Zoning with Incentives, Programs, and Projects

Zoning alone won't bring the CP vision to life. While updated regulations provide a foundation, meaningful change requires broader collaboration and action.

To fully implement the CP, the Town must work alongside residents, developers, businesses, and other partners by leveraging targeted incentives, supportive programs, complementary projects, and financial tools to drive progress in expanding and preserving community-serving housing and spaces for businesses and non-profits in Crested Butte.

The remainder of this chapter additionally identifies complementary incentives, programs, and projects to support the zoning code, which will be further refined and prioritized in Phase 2, through the 5-year Housing strategy and 5-year Community Spaces strategy.



What Could This Look Like in Crested Butte?

This draft future Zoning Map highlights four key **FOCUS AREAS** where targeted zoning adjustments, combined with incentives, programs, and projects, can help align development with the CP vision.

FOCUS AREA

Town-Wide: Parking Requirements

Rebalance space for people over cars by easing parking rules where other options exist.

FOCUS AREA

Neighborhoods & Historic Core

Incentivize gentle infill-like ADUs and microlots—that adds housing while preserving neighborhood character.

FOCUS AREA

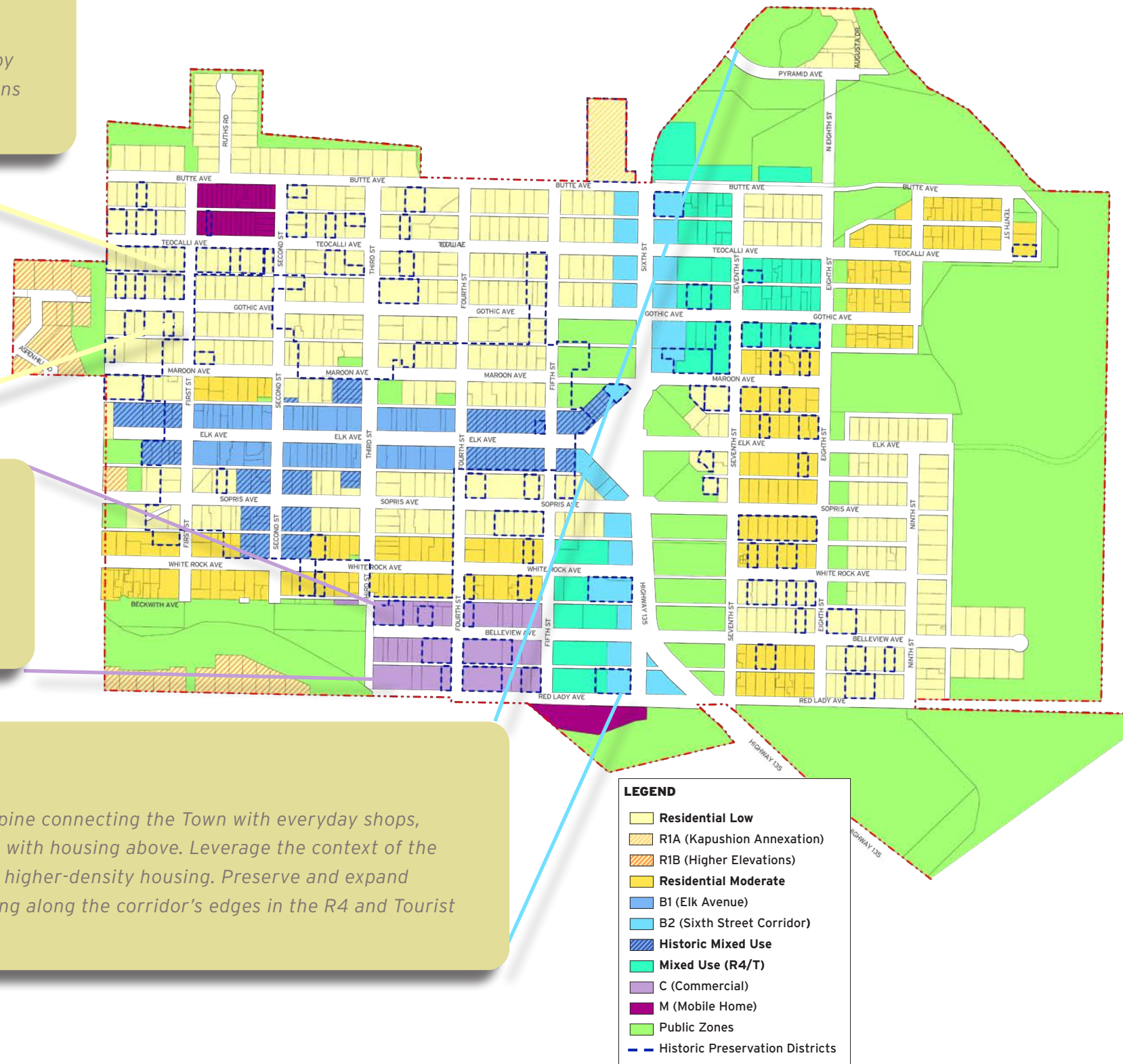
Bellevue Avenue

Foster a more active, mixed-use commercial core with residents living above plumbers, electricians, auto repair, and businesses that serve local needs.

FOCUS AREA

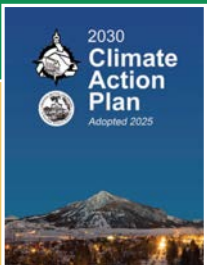
Sixth Street Corridor

Establish Sixth Street as a vibrant spine connecting the Town with everyday shops, restaurants, and community spaces, with housing above. Leverage the context of the Slate River Annexation to introduce higher-density housing. Preserve and expand opportunities for multi-family housing along the corridor's edges in the R4 and Tourist Zones.



Compass Navigation Connections

Climate Action Plan (CAP)



More Homes Near Jobs = Fewer Emissions

Support infill near transit and services to reduce reliance on cars and advance building and transportation emissions goals.

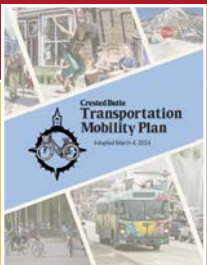
Historic Preservation Plan (HPP)



Overlay Zones for Historic Preservation Integrity

Create two overlay districts—Historic Core and Early Recreation Era—to reflect the distinct eras of Crested Butte's heritage and ensure context-sensitive development that aligns with adopted design standards.

Transportation Mobility Plan (TMP)



Less Parking, More People

Reduce parking minimums and make better use of on-street parking to free up space for community-serving uses—while investing in walking, biking, and transit so needing multiple cars becomes optional, not essential.

Coming Soon: Parks, Recreation, Open Space, and Trails Plan (PROST)



Spaces to Play

Maintain parks and open spaces. The CP vision goes beyond housing and community commercial spaces—it's also about protecting our quality of life and recognizing the vital role that parks play in fostering community connections and supporting everyday life.



Town-Wide: Parking Requirements

Crested Butte’s land is limited and every square foot matters. Yet the Town’s current parking minimums, modeled on national standards rather than local needs, often require more off-street parking than necessary. In a walkable, bikeable, and transit-accessible town, that means land is being used for cars instead of housing, public spaces, or community-serving businesses even though public parking, on-street options, and future transportation and mobility commitments help meet demand.

How can parking requirements support the CP vision?

Crested Butte’s existing parking standards don’t reflect our current goals for housing affordability, climate action, or community-serving development. Revising these standards is key to realizing the CP’s vision



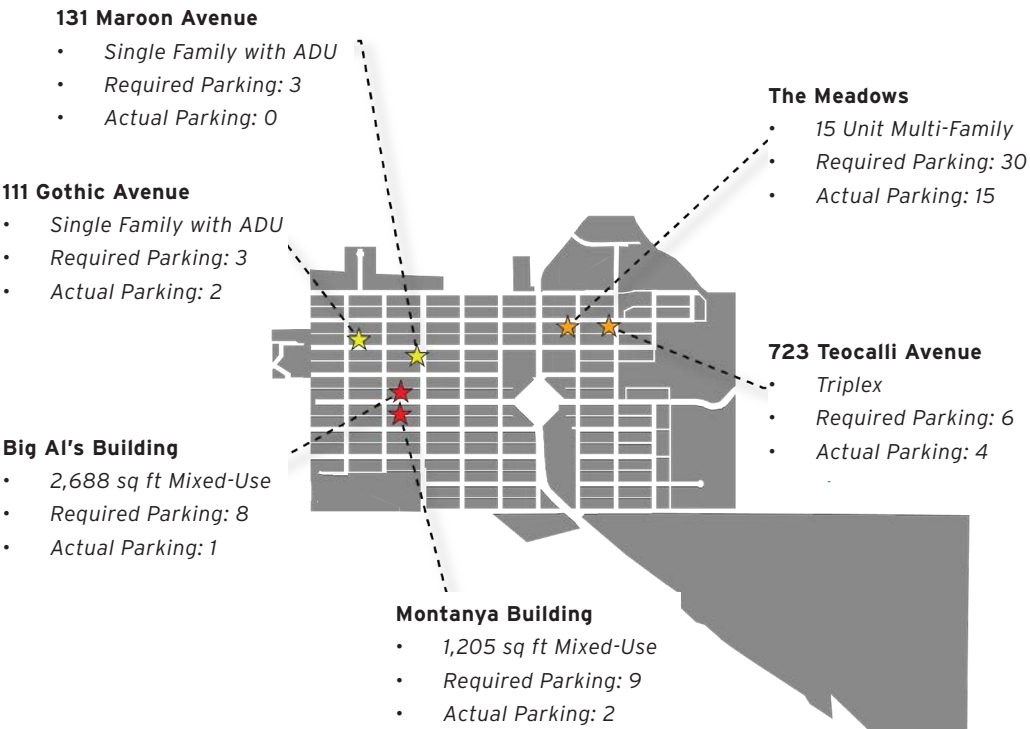
especially around expanding deed-restricted housing and enabling mixed-use and local-serving spaces.

The goal isn’t to eliminate cars but to right-size parking rules so they don’t stand in the way of the homes and community spaces we really need. The strategies below aim to require the parking we need—no more, no less—while freeing up land and resources for community priorities.

It already works in Crested Butte:

Examples of market rate developments with lower than Town Code parking requirements are highlighted to the right.

These developments are able to leverage Crested Butte’s 2,616 off-street spaces (more than the 2,021 off-street private spaces).



Parking Requirements Recommendations:

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Free Up Site Space for Housing by Right-Sizing Parking Requirements	Reduce off-street parking minimums to one space per unit; turn the current minimum into a maximum (for example, maximum of two spaces if that is today’s current requirement.)	Continue implementing the Transportation Master Plan (TMP) through neighborhood parking permit programs and investment in regional transit and park-n-rides.	Leverage the buildable space to accommodate more affordable housing units, like ADU and micro-lots, while ensuring one off-street parking space per unit with on-street use for those with trailers and more cars.
2. Incentivize Community-Serving Commercial Uses Through Smarter Parking Tools	Maintain parking minimums for lodging and light industrial. Require Payment-in-Lieu (PIL) instead of on-site parking for retail, restaurants, offices, and entertainment, with exemptions for community-serving spaces.	Use PIL revenue to fund TMP actions: transit improvements, parking management, and regional mobility investments.	Ensure parking access to local businesses while aligning with TMP goals by using PIL to improve mobility options—not expand on-site parking. Supports shared parking, transit, walking, and biking, while also serving as a financial tool to reduce barriers for community-serving spaces.
3. Eliminate Incentives or Allowances for High-Cost Parking That Drives Luxury Development	Remove Floor Area Ratio (FAR) bonuses for structured or underground parking. Consider prohibiting underground parking where feasible.	Use PIL revenue to fund TMP actions: transit improvements, parking management, and regional mobility investments.	Underground parking is cost-prohibitive, environmentally intensive, and drives upscale development to recoup investment costs. Removing this allowance aligns with affordability, simplicity, and community character.

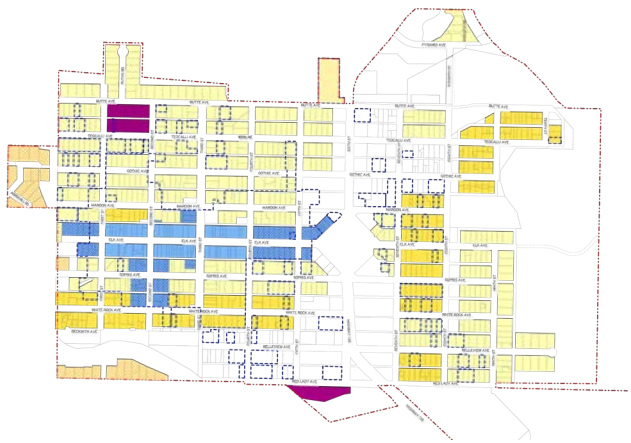


Neighborhoods and Historic Core

Crested Butte's neighborhoods, defined by their charm, character, and walkable scale, are the heart of community life. With historic architecture, human-scale streets, and vibrant social ties, these areas are essential to the Town's identity. As Crested Butte grows, we have an opportunity to preserve what makes these neighborhoods special while making space for more full-time residents through small-scale housing options.

How can the Residential Neighborhoods and Historic Core support the CP vision?

Crested Butte's neighborhoods and historic core are not frozen in time—they are evolving. With thoughtful updates, we can maintain their authenticity while enabling housing types that serve today's needs. This includes incentives for ADUs, tools to facilitate micro-lot or condo homeownership, and clearer, simpler standards that support the CP vision. The following recommendations use a mix of regulatory updates and supportive programs to preserve neighborhood character while broadening housing access and flexibility.



A conceptual rendering of an alley in Crested Butte, filled in with lived-in ADUs.



Neighborhoods and Historic Core Recommendations:

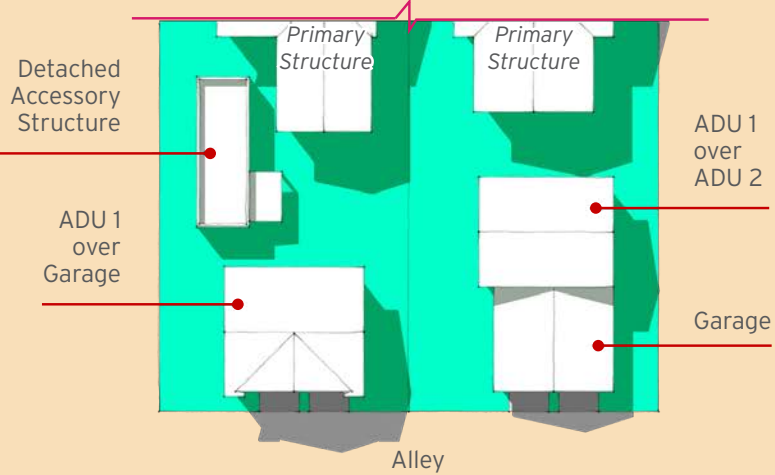
Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Update the ADU incentive structure by introducing more regulatory incentives with complementary programs, beyond subsidizing tap fees.	<ul style="list-style-type: none">• Allow two ADUs per lot (outside the historic district), with one required as a long-term rental.• Reduce minimum unit size from 400 to 350 sq ft.• Exempt garages/basements from the maximum FAR for homes with ADUs.• Streamline approvals—make ADUs permitted uses with administrative review.	<ul style="list-style-type: none">• Develop pre-approved ADU plans.• Explore financial incentives beyond tap fee subsidies.• Establish a landlord-tenant matching program.• Create an alley access/easement policy for ADUs.	Increases full-time housing supply while offering a development incentive through an extra market-rate unit or additional living space, and makes it easier to get approved and developed.
2. Further incentivize ADUs by requiring more from large homes that don't build them.	<ul style="list-style-type: none">• Count garages/basements toward FAR for homes without ADUs, or prohibit basements.• Require full Resident Occupied Affordable Housing (ROAH) mitigation for homes without ADUs, which is an impact fee that calculates housing mitigation required for jobs generated by new development.	N/A	Ensures homes that don't add housing contribute fairly to affordability goals—making the ADU pathway more attractive.

ADU Incentive Program Example

Incentives for Providing Deed Restricted ADU

- Reduced 10' Front Setback
- 2nd ADU or Accessory Structure (with at least one required to be long-term rental)
- Garage Area excluded from Maximum FAR Calculation
- Basements could be allowed and excluded from Maximum FAR Calculation (and prohibited or counted if an ADU is not built)

Sample Configurations



Neighborhoods and Historic Core Recommendations (cont.):

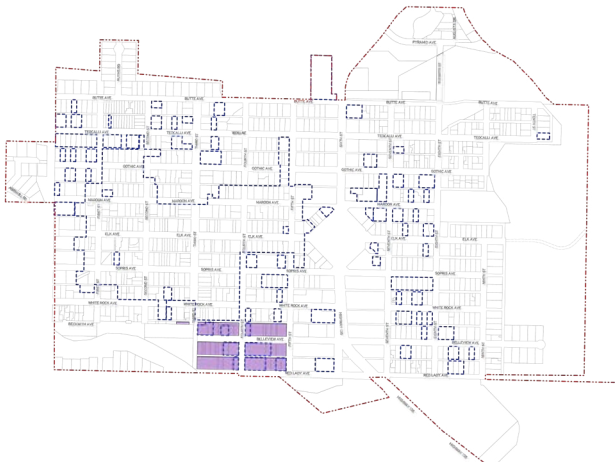
Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
3. Simplify overlapping zone districts to improve clarity and process.	<ul style="list-style-type: none">• Merge similar residential zones (such as subzones like R1-R1F)• Clearly articulate standards and incentives for ADU	N/A	Fewer zones mean clearer rules and more predictable processes—for staff, BOZAR, and property owners alike.
4. Enable new deed restricted homeownership options by facilitating micro-lots and condo conversions.	<ul style="list-style-type: none">• Allow subdivision of deed-restricted micro-lots.• Reduce minimum unit size to 350 sq ft.• Permit condo conversion of ADUs into separate ownership units.	<ul style="list-style-type: none">• Explore down payment assistance programs.• Update deed restrictions to ensure these uses meet community housing needs.• Offer pre-approved plans to support new housing types.	Expands access to homeownership and allows homeowners to unlock equity by selling part of their property. Creates new affordable ownership units within the existing neighborhood fabric.
5. Reduce red tape for everyday home repairs and maintenance.	Allow administrative review for minor exterior work (e.g., roofs, windows, small additions).	Offer financial incentives to preserve historic structures and outbuildings (to support the HPP).	Makes it easier and faster for residents to maintain their homes while reducing staff workload and costs.
6. Support flexibility in the mobile home zone as an incentive to retain full-time residency.	Allow stick-built additions in M zones in exchange for full-time residency deed restrictions.	Develop a new deed restriction tailored to this district.	Preserves affordability and full-time occupancy in what was intended to be a more naturally affordable/full-time occupancy neighborhood, and allows for a more durable building type to protect the investment in deed restricted property.
7. Expand home-based business opportunities that fit the neighborhood.	Reevaluate the home occupation definition to allow more small businesses to operate from homes.	Explore opportunities to collaborate on local business support programs.	Supports local entrepreneurship by eliminating the barrier of renting commercial space, without impacting residential character.

Bellevue Avenue

Bellevue Avenue represents one of the most compelling opportunities for commercial infill and revitalization in Crested Butte. Located at the edge of the historic core and adjacent to established neighborhoods, Bellevue has the potential to evolve into more of a mixed-use commercial core that increases everyday commercial/light industrial spaces with housing above that complements - rather than replicates - those in surrounding neighborhoods.

How can Bellevue Avenue support the CP vision?

Bellevue is one of the Town’s best opportunities to align future development with community values. Zoning incentives like added height, reduced setbacks, or flexible standards offered in exchange for community-serving commercial space, deed-restricted housing, or both, can support local businesses, create needed housing, and improve project feasibility. Allowing more residential units above light industrial or commercial space not only helps development become financially viable, it also brings more foot traffic and everyday activity to the corridor, strengthening it as a vibrant, local-serving district.



Bellevue Avenue Recommendations:

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Incentivize community-serving commercial spaces and/or housing through zoning incentives and flexibility.	<ul style="list-style-type: none">• Allow a fourth story, reduced setbacks, and reduced parking in exchange for providing deed-restricted housing or commercial space (for example, 20% of total development)• Update design guidelines to ensure mass, scale, and form are maintained with added height in a way that balances character of the corridor with construction cost considerations.• Identify minimum and maximum commercial unit sizes to facilitate more affordable commercial spaces.• Establish clear definitions and inclusion thresholds for community-serving space (with a focus on light industrial and commercial).• Improve review processes to reduce uncertainty while maintaining flexibility and negotiation potential.	<ul style="list-style-type: none">• Analyze the market and example developments to determine viable percentages requirements for community-serving spaces and/or housing.• Explore potential for deed-restriction of commercial space.• Explore additional support opportunities for light industrial and commercial tenants.	Encourages private development to meet community needs without requiring public investment, while retaining neighborhood character and livability.
2. Require stronger housing mitigation from projects that don't opt into community-serving incentives.	Increase the ROAH mitigation rate and cost structure (currently 20% of gap to provide worker housing tied to 2012 construction pricing) for projects that do not include community-serving elements.	Update ROAH unit requirements to ensure it fits into the housing portfolio of community needs.	Ensures that development not directly aligned with plan goals still contributes equitably to Crested Butte's housing needs.

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
3. Expand residential opportunities while maintaining light industrial & commercial priorities.	<ul style="list-style-type: none">• Keep light industrial & commercial uses required on first floors.• Eliminate the cap of three residential units and limitation to 600 sf units above commercial uses.	Define the types of businesses considered community-serving or priority.	Increases the viability of mixed-use development and support housing production. Allows additional market rate housing to financially offset the cost of below-market commercial rents.
4. Update zoning to make Bellevue more pedestrian-friendly and align with TMP mobility goals.	<ul style="list-style-type: none">• Shift away from head-in parking; require rear-lot parking and support parallel on-street parking.• Require designated loading/unloading areas.	Continue exploring sidewalk connections between key destinations like CBCS and Big Mine.	Reinforces walkability (and bikeability) and safety, supports business access, and aligns Bellevue's design with long-term transportation priorities.

A model of a proposed fourth story height incentive, in exchange for a development providing a percentage of community-serving commercial spaces or housing (or a mix of both). Commercial uses would still be required on at least the ground floor, ensuring Bellevue remains the commercial core of Crested Butte.



Sixth Street Corridor

Sixth Street is one of Crested Butte’s most prominent and active corridors—serving as the Town’s front door and a connector between neighborhoods, businesses, and civic amenities. While it already boasts scenic views, parks, and small businesses and services, the corridor remains underutilized given its central location and potential to deliver on multiple community goals.

This corridor includes:

- 1. The **B2 Business District** between Red Lady Avenue and Butte Avenue
- 2. The **Slate River Annexation**, an emerging neighborhood at Pyramid Avenue
- 3. The **R4 and Tourist Zones** flanking Sixth Street, which already support higher-density housing and lodging near services and transit

While currently charming for its views, public parks, and small-businesses, Sixth Street is an opportunity to evolve more to welcome both locals and visitors with community and park spaces, and more retail, services, and eateries, with housing above. More mixed use and community gathering places will make it a seam that connects the Town, not a line that divides it.



How can the Sixth Street Corridor support the CP vision?

Sixth Street is more than a gateway—it’s an opportunity to better connect Crested Butte’s neighborhoods, businesses, and community spaces. Zoning incentives like modest height increases or flexible standards in exchange for community-serving commercial uses and/or deed-restricted housing can support local businesses and make development more feasible to private investment. At the same time, activating public assets like the 4-Way Stop and encouraging multi-family housing at the corridor’s edges and in the Slate River Annexation will bring more everyday activity and energy to the area. With the right mix of public and private investment, Sixth Street can become a welcoming, walkable corridor that reflects the community’s values and truly says, “welcome to Crested Butte.”



Sixth Street Proper (B2) Recommendations:

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Incentivize community-serving commercial spaces and/or housing through zoning incentives and flexibility.	<ul style="list-style-type: none">• Allow height increases from 35' to 38', reduce parking minimums, and add site flexibility in exchange for deed-restricted housing or priority commercial uses.• Update design guidelines to ensure appropriate massing and scale.• Define inclusion thresholds for community-serving space with focus on retail, restaurant, services.• Consider commercial unit size ranges to support affordability.	<ul style="list-style-type: none">• Analyze market to define viable requirements for affordable residential or community-serving commercial that allow for reasonable developer profitability.• Explore local support strategies for retail and restaurant tenants.	Supports mixed-use projects that include community-serving uses and add vibrancy while ensuring development is financially viable. Modest height increases allow two floors of housing above commercial uses without disrupting scale.

A conceptual rendering showing a proposed 3-foot height bonus available to developments that include community-serving commercial spaces, housing, or a mix of both. This modest increase helps make a ground-floor commercial space more viable and attractive, while still allowing for two stories of housing above.



Sixth Street Proper (B2) Recommendations (cont.):

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
2. Require stronger housing mitigation from projects that don't opt into community-serving incentives.	<ul style="list-style-type: none">• Increase the ROAH mitigation rate and cost structure (currently 20% of gap to provide worker housing tied to 2012 construction pricing) for projects that do not include community-serving elements.	Update ROAH unit requirements to ensure it fits into the housing portfolio of community needs.	Ensures that development not directly aligned with plan goals still contributes equitably to Crested Butte's housing needs.
3. Expand residential allowances while maintaining commercial business priorities.	<ul style="list-style-type: none">• Keep business uses (restaurants, retail, services) required on first floors.• Eliminate the cap of 50% residential units, enabling a possibility of two stories of housing above commercial.	<ul style="list-style-type: none">• Identify and prioritize everyday-serving business types (e.g. everyday eateries).• Explore deed restrictions for commercial space.	<p>Increases the viability of mixed-use development and supports housing production.</p> <p>Allows additional market rate housing to financially offset the cost of below-market commercial rents.</p>
4. Zone the (currently unzoned) 4-way Public.	Enable the 4-way to be re-envisioned in the long-term to serve more community uses.	<ul style="list-style-type: none">• Explore Town-led projects on the site, such as live/work units, senior housing, an improved library, improved visitor services, and/or other community gathering spaces.• Explore additional Town-led opportunities in the corridor, such as supporting an expansion of Stepping Stones to meet growing childcare needs, and supporting planning for Phase 2 of the Center for the Arts to create an arts/culture hub.	Activates a public space at the 4-way while retaining the history/character of this key node and create an opportunity for public-private synergy in achieving community goals.

Slate River Annexation (P) Recommendations:

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
5. Adjust zoning and design standards and guidelines to enable simple, more efficient development.	Reduce parking and open space minimums, and simplify design standards and guidelines.	<ul style="list-style-type: none">• Identify specific housing types and income levels to target on TP1.• Explore complementary uses on TP2 (e.g., healthcare, recreation).	More flexible standards can help reduce construction costs and support diverse community-serving development near the edge of Town. Pyramid Avenue is a great example of an underutilized street that could absorb cars if the parking requirements are reduced.

Sample site plans for TP1 and TP2 in the Slate River Annexation illustrate how higher-density development can be thoughtfully integrated with recreation areas and essential community services, such as medical facilities.



Adjacent R4 and T Zones Recommendations:

Strategy	Zoning Code Update Considerations	Complimentary Housing or Community Spaces Strategy Considerations	Why it Matters
7. Preserve and encourage multi-family housing in the R4 and T zones.	Consolidate the T Zone into the R4 Zone, allowing lodging as a conditional use.	Explore Good Deed deed restriction purchase opportunities to preserve existing lower-cost multi-family housing.	Reflects existing land use patterns and ensures lodging is thoughtfully integrated near services and transit, while protecting housing supply.



Making it Happen

What Comes Next

The CP lays out an ambitious, values-driven vision for Crested Butte’s future—one rooted in local priorities and a strong sense of place. Now comes the real work: turning that vision into action.

Following adoption of the CP, the Town will begin Phase 2: updating the zoning code and developing complementary 5-year strategies for housing and community spaces. This next phase will kick off in summer 2025, translating policy recommendations into tools that guide new development, incentives, programs, and projects.

Implementation will also continue through other key efforts, TMP, HPP, and creation of a new PROST Plan, which will focus on parks, recreation, and open space. These overlapping efforts will require coordinated work with the Town Council, BOZAR, property owners, neighbors, nonprofits, business owners, and the broader community.

It will also take a Regional Approach...

While the CP focuses on Crested Butte’s unique context, its success is tied to the broader Gunnison Valley. Our challenges, especially around housing, infrastructure, transportation, and public services, extend beyond town boundaries.

That’s why regional collaboration is essential. Starting in 2025, the Town will participate in the Gunnison County Corridor Plan, a joint effort to coordinate land use, transportation, and infrastructure investments along the CO-135 corridor. This initiative builds on the One Valley Resiliency Roadmap, which highlights shared regional goals like community sustainability, equity, climate action, and environmental resilience.

This CP supports that effort by first looking inward and focusing on opportunities within Town limits that align with existing infrastructure and services. By doing so, Crested Butte strengthens its ability to grow thoughtfully and contribute meaningfully to a connected regional future.

...and a Sustainable Funding Source

To bring this plan to life, the Town will need a dedicated, long-term funding source. While existing tools like grants, bonds, taxes, and public-private partnerships remain essential, a more predictable financial foundation is necessary to sustain progress. Reliable funding will allow the Town to deliver spaces and housing that serve the community, financially incentivize the market to become a bigger player in meeting the community’s needs, support local businesses and nonprofits, and implement the incentives and programs outlined in this plan. Exploring new funding mechanisms, whether voter-approved or revenue-based, will be key to ensuring Crested Butte can move forward with confidence and consistency.



Glossary

Breaking down common Community Development lingo and acronyms.

- **Accessory Dwelling Unit (ADU):** A secondary, self-contained residential unit on a single-family lot, typically used for rental purposes, guest accommodations, or housing for family members. In Crested Butte, ADUs are currently restricted to be a long-term rental.
- **Administrative Review:** A process in which minor or routine development applications are reviewed and approved by administrative staff, rather than requiring review by BOZAR.
- **Affordable Housing:** Housing that is affordable to local residents and is intended for occupancy by those who live and work in the community, often subject to income restrictions and other criteria.
- **Board of Zoning and Architectural Review (BOZAR):** The Town's appointed board responsible for reviewing and approving development applications to ensure they comply with the Town's zoning code and design standards and guidelines.
- **Climate Action Plan (CAP):** The Plan that defines the goals, strategies, and actions until 2030 for the Town to set the example of what is possible for mountain communities to take responsibility for our climate impacts and strategically drive down Crested Butte's GHG emissions.
- **Community Compass:** The Town of Crested Butte's comprehensive plan, which identifies the Crested Butte community's core values, 5-year strategic plan, and decision-making framework.
- **Community Plan (CP):** The Plan that establishes a physical vision for the build-out of Crested Butte that aligns with the Crested Butte community's goals and values.
- **Compass Navigation:** The coordinated approach to implementing the goals and strategies outlined in the Community Compass, encompassing the Transportation Mobility Plan, Historic Preservation Plan, Climate Action Plan, and Community Plan.
- **Conditional Uses:** Activities that may be allowed with special approval, subject to specific conditions or review processes.
- **Deed Restriction:** A legal provision placed on a property that restricts its use or occupancy, often used to ensure affordability or compliance with certain zoning or preservation standards.
- **Density:** The measure of the number of housing units or buildings allowed per unit of land area, typically expressed as units per acre (residential) or floor area ratio (commercial).
- **Design Standards & Guidelines:** The Town's standards and guidelines that govern architectural design review for the different historic and non-historic districts in Crested Butte.

- **District Intent:** The primary purpose and goals of a specific zoning district, outlining the desired character, land uses, and development patterns for that area.
- **Figure Ground:** A diagrammatic representation of built structures and open spaces, used to analyze the spatial relationship between the physical built environment and vacant or open areas.
- **Fit:** How a building or development fits on the site, such as its height, setbacks to neighboring properties, snow storage, and parking.
- **Floor Area Ratio (FAR):** A ratio of the total floor area of a building to the area of the lot on which it is built, used to regulate the size/density of development.
- **Height:** The vertical measurement of a building from the ground level to the highest point of the roof or structure, as regulated by zoning standards.
- **Historic District:** An area designated for preservation due to its historical or cultural significance, where development and alteration are subject to stricter guidelines and review.
- **Historic Preservation Plan (HPP):** The Plan that defines the goals, strategies, and actions to guide Crested Butte's historic preservation program and regulations, to ensure the Town's architectural identity reflects Crested Butte's deep sense of community and its evolution over time.
- **Land Use:** The designation or classification of property according to its intended use, such as residential, commercial, industrial, or recreational.
- **Lot Measurements:** The dimensions and size of a parcel of land, typically including length, width, and area, used to determine allowable land use and development.
- **Parking Requirements:** The minimum number of parking spaces required for a development to provide on site, based on factors such as building size, type of activity, and zoning.
- **Payment in Lieu of:** The allowance to provide a payment in lieu of a specific zoning requirement, such as paying in lieu of providing on-site parking.
- **Periods of Significance (POS):** Specific time frames or historical events that define the importance of a structure, district, or community, often used in the context of historic preservation to guide the assessment of historical integrity.
- **Permitted Uses:** Activities allowed by right in a specific zoning district.
- **Parks, Recreation, Open Space & Trails Master Plan (PROST Plan):** The Plan that will study the existing conditions of PROST amenities and services, evaluate needs based upon projected growth in the community

- as identified in current development proposals, identify values and develop policies to align with stated values, and collaboratively develop recommendations that align with current local, state, and regional planning efforts.
- **Resident Occupied Affordable Housing (ROAH):** A program created by the Town in 2012 that calculates the impact of new development in terms of new jobs created and requires a percentage of mitigation of the new jobs by providing affordable housing or payment in lieu of.
 - **Restrictive Covenant:** A legal agreement that limits or dictates the use of land, typically designed to protect property values, maintain community standards, or ensure compatibility with surrounding uses.
 - **Rights of Way (ROW):** The legal rights granted to use a specific portion of land for public or utility purposes, such as streets, sidewalks, and utilities.
 - **Snow!** Refers to considerations regarding snow accumulation and removal within the town, including regulations for snow storage and management in development plans.
 - **Snow Storage:** Designated areas where snow is stored after being cleared from a property to ensure public safety and maintain accessibility.
 - **Transportation Mobility Plan (TMP):** The Plan that defines the goals, strategies, and actions through 2040 for the Town to remain a pedestrian and townie-first community by de-emphasizing cars and focusing on walking, biking, rolling, and transit.
 - **Variance:** An exception granted from zoning requirements or regulations, typically granted when strict enforcement would cause undue hardship due to the unique circumstances of the property.
 - **Yard & Bulk:** Yard: The open space around a building, typically including front, side, and rear areas, required to be kept clear of structures. Bulk: The size, mass, and overall dimensions of a building or structure, often regulated by zoning codes.
 - **Zoning Code:** A set of regulations governing land use and development within specific zones in the town, detailing allowed land uses, densities, and site requirements.
 - **Zoning Map and Districts:** A visual tool that outlines the different zones or districts within the town, each with district having specific land use designations, development standards, and restrictions.



Appendix i.

Crested Butte's Context, Challenges, and Opportunities

This Appendix provides background context on the CP, starting with a brief history and an overview of Crested Butte's unique context, setting the stage for a deeper understanding of the Town's current challenges. It then examines the economic and social issues facing the community, reframing them as opportunities to inspire actionable solutions.



Crested Butte's Past & Evolution

A Town Shaped by its Environment and History

Crested Butte rests on Núuagha-tuvu-pu (Ute) land, a region shaped by centuries of transformation. Originally home to the Ute people, the area's history was shaped by both natural forces and human activity and shifted dramatically when the Town was incorporated in 1880. The Town's early history was driven by the discovery of rich coal deposits, which sparked a mining boom that lasted through the late 19th century. With the arrival of the railroad in 1881, the region's rugged terrain became more accessible, transforming Crested Butte from a remote frontier settlement into a thriving coal town, home to over 1,000 residents by 1882.

The 20th century ushered in both progress and disruption. As automobiles and mail-order catalogs changed commerce and connectivity, the environmental landscape remained a constant force, with coal production advances helping the Town weather the Great Depression. World Wars I and II fueled coal demand, but by the early 1950s, the decline of coal mining and the closure of the Big Mine in 1952 marked a period of retreat. When the railroad was dismantled in 1955, the Town was left isolated, and its population dwindled to fewer than 300 people.

In the 1960s, Crested Butte began to evolve once again, but this time toward a new identity rooted in its natural beauty. The opening of paved mountain roads and the establishment of the Crested Butte Winter Sports Area in 1961 began a new chapter focused on

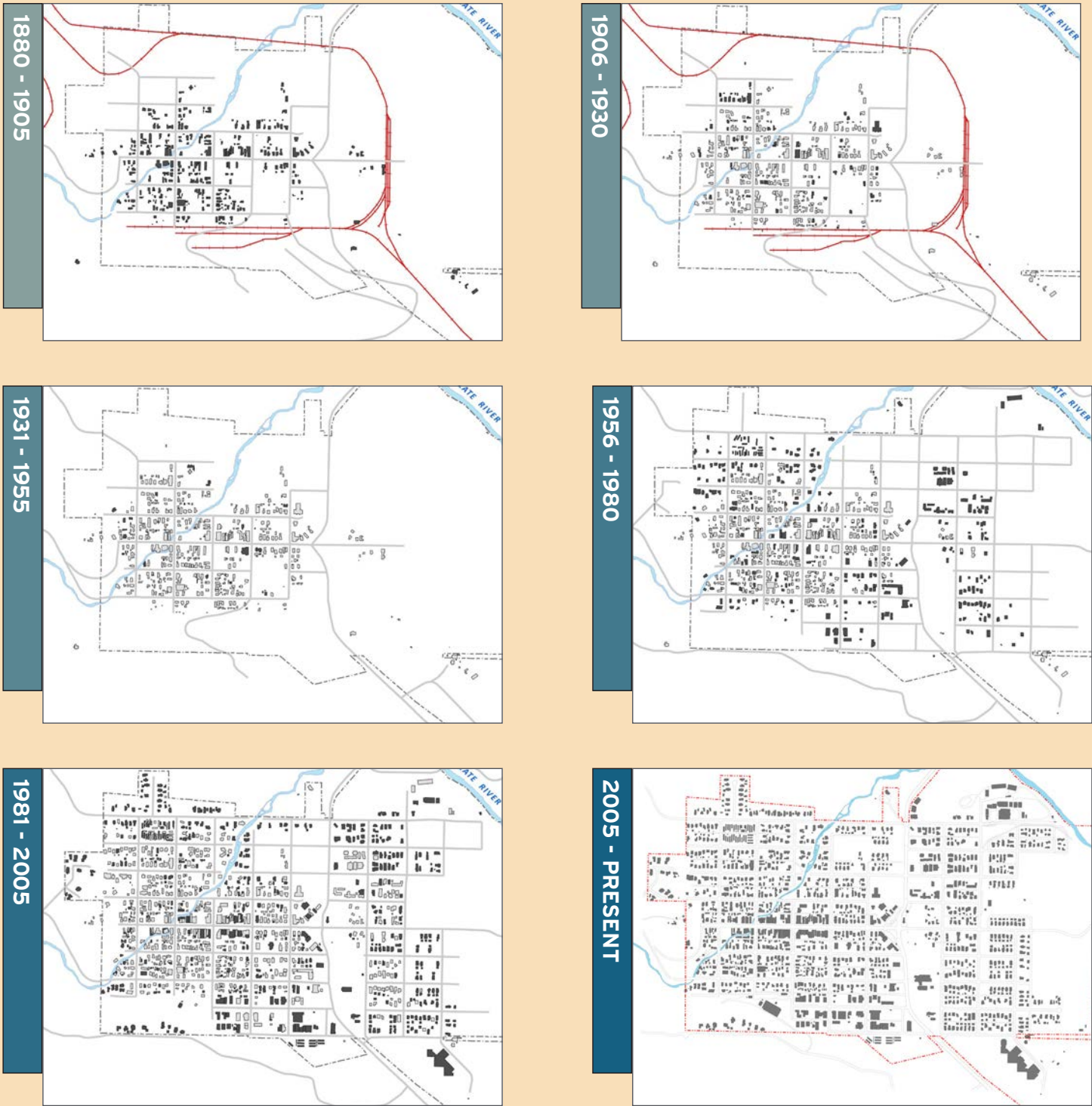
recreation, as the area's mountainous terrain drew visitors seeking winter sports and outdoor adventures. Over time, the ski area grew into a renowned resort and Crested Butte also became a summer destination for its acclaimed mountain biking and hiking, and the Town's population rebounded, surpassing 1,500 by the turn of the century.

The Town's evolution has always been closely tied to its environment. Nestled at 8,885 feet in the Elk Range of the Colorado Rockies, Crested Butte is surrounded by natural beauty—snow-capped peaks, wildflower-filled meadows, mountain streams, and expansive forests. This natural beauty is not just a backdrop—it defines the Town's character while imposing clear limits on its physical expansion.

The Crested Butte community famously charted its own path by becoming the "Town that said 'Hell No!'" to a massive molybdenum mine on the cherished Red Lady (Mount Emmons), a 48-year battle that finally successfully concluded in 2024. This decisive movement reflected a bold commitment to protecting the essence of the community and a future inspired by harmony with the land rather than a return to mining its riches.

Tucked at the end of the road, Crested Butte embraces a sense of isolation, especially during the winter months. Surrounded by a patchwork of conserved private and public lands including three national wilderness areas, the Town faces unique constraints that demand intentional community planning. Balancing growth with a steadfast dedication to preserving the area's environmental integrity, while preparing for resiliency in the face of a changing climate, remains a defining challenge—and opportunity—for this mountain community.





Crested Butte. The evolution of the Town has predominantly adhered to the historic boundaries of the 1880s settlement.

Crested Butte Today Facing Complex Challenges that should be leveraged as Opportunities

Crested Butte stands at a critical moment. With a population exceeding 1,600—the highest since its mining days—the Town is grappling with an economic paradox common to many amenities-rich communities throughout the world. Rising property values, driven by continued investment, are exacerbating housing affordability and pricing out full-time residents and the local workforce. While new high-end restaurants and a \$20 million art center signal economic growth, the real estate market's median sales price of \$1.1 million and homes listed as high as \$5.5 million in 2023 highlight the challenge created by this snowballing investment in the community and the financial pressures faced by its residents.

This paradox is no surprise. As this chapter will illustrate, the forces driving Crested Butte's current growth—escalating land values and rising construction costs, coupled with the Town's outdated development regulations—are disproportionately favoring construction of luxury developments and amenities, over providing locally affordable housing and community-based goods and services. As a result, critically needed community infrastructure—such as affordable housing, locally-owned businesses, and essential goods and services—continue to be undersupplied and are slowly eroding out of the economy.

In this chapter, the economic paradox facing Crested Butte is explored in greater detail, highlighting the key challenges the Town and community is encountering. But with challenge comes opportunity, and opportunities for the CP are identified to shape Crested Butte's future, setting a course for a future where Crested Butte's community can continue to thrive.



Development in Crested Butte is producing luxury amenities, while the shortage of workforce housing continues to grow.



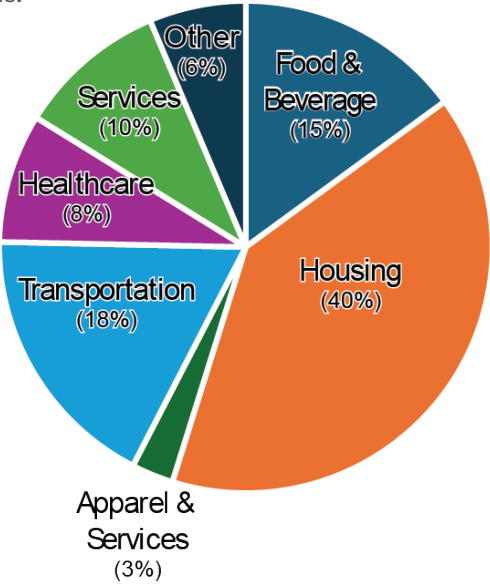
Crested Butte is facing...

...An economic paradox

The economic market study conducted for the CP revealed a striking “economic paradox”—while the local economy appears strong, with taxable sales growing at 6.7% annually, residents’ purchasing power is shrinking. The typical household spends 18% of income on transportation, 15% on food, and 40% on housing, far exceeding the national housing burden threshold of 30%. The rising cost of living and lack of affordable housing weaken economic resilience, forcing many to live farther from work, reducing quality of life and community cohesion.

With challenge comes opportunity

Addressing affordability requires more than just addressing housing. The CP takes a holistic approach, integrating community-serving housing, businesses, and nonprofits with affordable transportation options. By concentrating these elements within Crested Butte—where transit, infrastructure, and walkability already exist—the plan aims to lower household costs, reduce transportation burdens, and ease financial pressures, shifting the trajectory of the affordability crisis.



Crested Butte's Typical Household Expenditures. 2024.

Economic Market Study: [Click here](#) to read the economic market study.

...A very concentrated economy

Crested Butte’s economy is heavily reliant on tourism and serving part-time residents. 67% of total economic activity in the Town and 50% of the North Gunnison Valley is estimated to be from accommodation and food services, which primarily cater to tourists and part-time residents.

Meanwhile, essential goods and services—such as trades, education, and childcare—contribute minimally, highlighting a shortage of businesses that support daily community needs. Rising land values and construction costs threaten these businesses further, as many owners face retirement or closure due to economic pressures. This dependence on tourism and serving part-time residents not only makes the economy vulnerable to seasonal fluctuations but also risks displacing the very businesses that sustain the local workforce.

With challenge comes opportunity

The CP proposes a regulatory framework that preserves space for community-serving businesses and ensures economic resilience. Strategies include regulating commercial unit sizes, introducing incentives and deed restrictions, and exploring Town-led programs such as subsidized rents or incubator spaces for emerging community-serving businesses. By fostering economic diversification, the CP can help sustain essential services and strengthen Crested Butte’s long-term economic stability.



Crested Butte's economy is heavily reliant on tourism, particularly accomodation and food services.

...A decline of full-time community

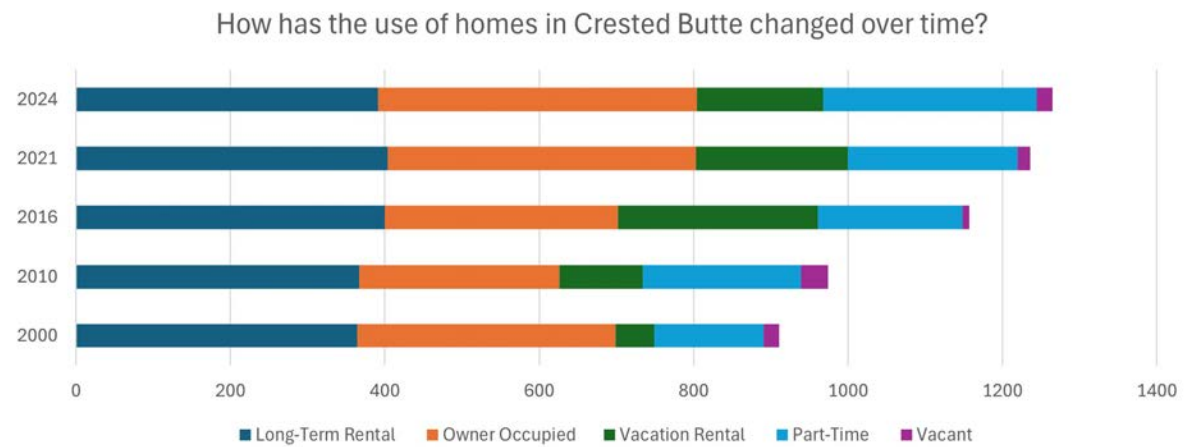
Crested Butte’s full-time occupancy rate has dropped from 80% in 2000 to 64% today, according to a local census—down from 65% in 2021. While higher than many mountain towns, this decline is concerning.

Many long-time residents who bought homes when prices were lower now face rising essential commodity prices and property taxes on fixed incomes with limited downsizing options. If they sell, homes are often purchased by wealthier buyers who may not live or work full-time in Crested Butte, further driving up property values and reducing housing availability for the local workforce. This trend threatens to erode Crested Butte’s full-time community, undermining its character and sense of belonging.

With challenge comes opportunity

The CP prioritizes retaining and growing the full-time community, recognizing the benefits of a stable workforce, engaged local citizenry, and stronger volunteer networks. Expanding diverse affordable housing options is key—addressing the needs of essential workers, seasonal employees, new families, and retirees. Different areas present opportunities for ADUs, multi-family units, and mixed-use apartments with varied bedroom counts.

To ease pressures on existing homeowners, the CP also explores strategies like incentivizing affordable ADUs and creating micro-lots through subdivision on parcels that can accomodate them to generate income or provide downsizing options. These initiatives could help longtime residents stay in Crested Butte while maintaining affordability and community stability.



Crested Butte Census Comparison of Home Use. 2000 v 2024.



Crested Butte's neighborhoods are becoming increasingly bifurcated, with deed-restricted areas maintaining full-time residency, while some free-market neighborhoods are witnessing a decline in year-round residents.



Crested Butte is facing...
...A hamster wheel of affordable housing development

Since the late 1980s, Crested Butte has proactively developed affordable housing, from deed restricted ADU incentives to large-scale projects, ensuring 26% of its housing stock is deed-restricted for local workers and long-term rentals (soon to be 29% with current projects under construction). Yet, demand continues to outpace supply, and the Town cannot build its way out of this crisis.

A 2024 Housing Needs Assessment underscores the challenge, projecting that the North Gunnison Valley needs 545-650 units by 2029 to address rental shortages, unfilled jobs, workforce turnover, and job growth. While projects like Mineral Point (34 units, 2025), Paradise Park (14 units, 2025), and Whetstone (255 units, 2026) will help, the current reliance on public funding is unsustainable. As the free market

prioritizes luxury development, local governments bear the burden, creating a cycle that is increasingly difficult to break.

With challenge comes opportunity

While the Town will remain a key player in community development, it must leverage its regulations to encourage private-sector participation. Performance-based zoning incentives—such as increased height or density in exchange for affordable housing—can help expand supply at little to no cost to the Town.

Additionally, strengthening tools like the Resident Occupied Affordable Housing (ROAH) policy can require developers to mitigate housing impacts by building units or contributing funds based on the jobs created by the development.

By aligning the Town’s regulatory framework and market forces with the community’s needs, Crested Butte can change the paradigm and break out of the hamster wheel.

...A development code that isn’t achieving what the community wants or needs

Crested Butte’s current development code, coupled with rising property values and construction costs, is driving development toward luxury amenities instead of addressing the Town’s essential needs. The zoning code, which heavily favors single-family homes, has resulted in high-cost developments catering primarily to high-income buyers rather than the long-term local community.

For example, the R1 single-family zoning covers 60% of the Town’s developable land, permitting only single-family homes and ADUs or duplexes through a conditional use process. This has led to the construction of large, expensive homes—often priced at over \$1,000 per sq ft—with typical homes like a 2,800-sq ft house costing around \$2.8 million, and a 450-sq ft ADU making the total \$3.5 million.

The emerging homogeneity of maximized, large homes are a departure from Crested Butte’s historic housing stock, creating housing that is

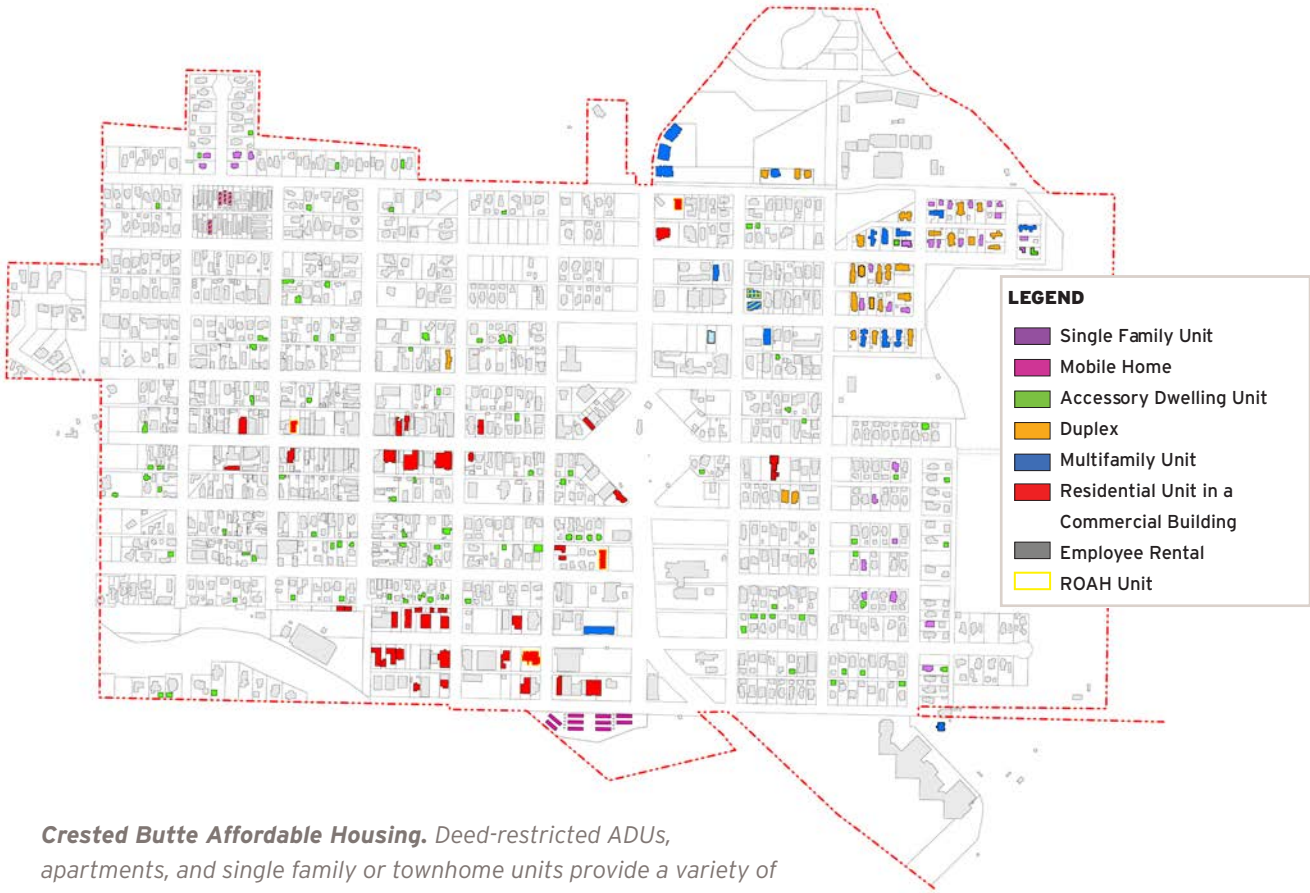
both unaffordable for the local community and incompatible with the Town’s character. **The issue isn’t merely the number of units but the type of housing the zoning allows.**

Without intervention, this trend will only escalate, driving Crested Butte toward a future increasingly at odds with the community’s values and priorities.

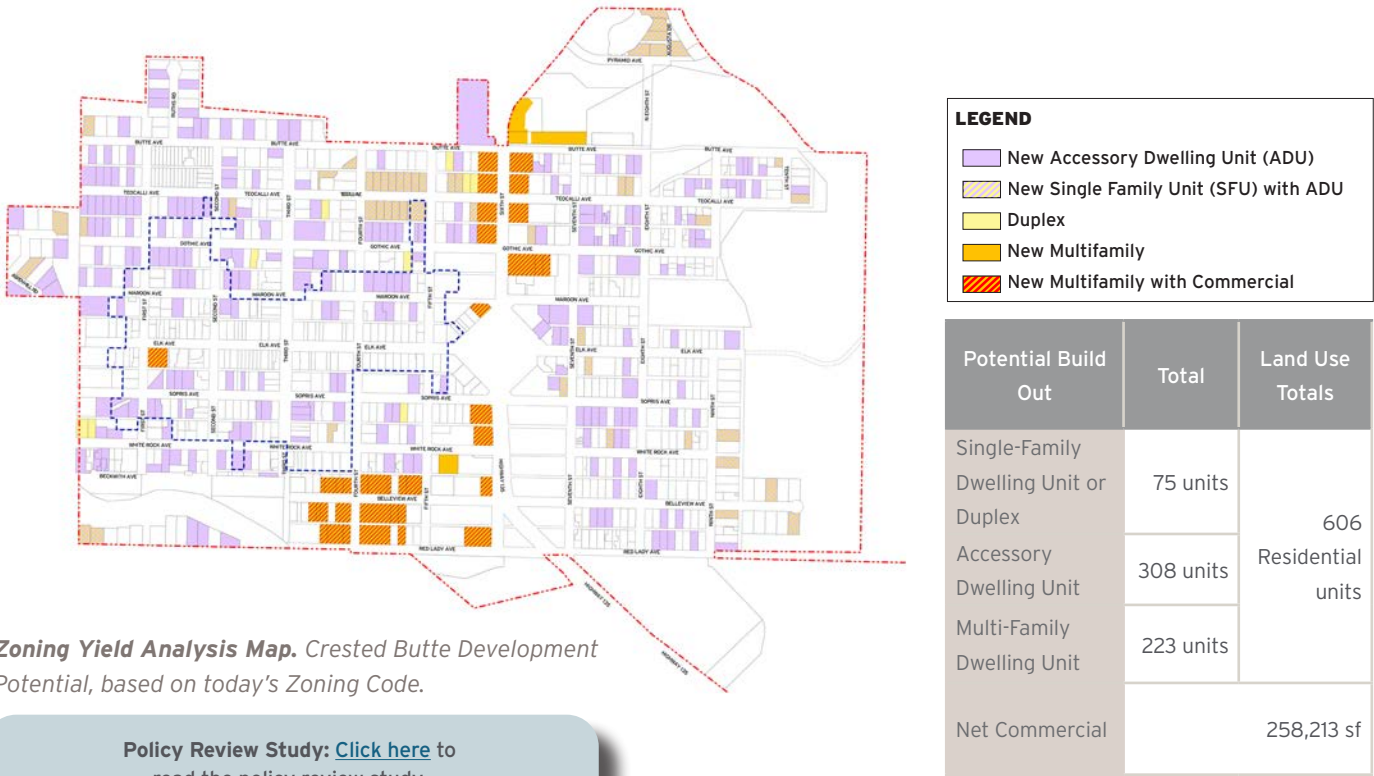
Though Crested Butte may seem fully built out, the zoning code still allows for up to 655 more residential units and 366,503 sq. ft. of commercial space. **This raises a critical question: Can this potential development align with the community’s vision?**

With challenge comes opportunity

The CP provides a powerful opportunity to update the zoning code to align with the Town’s vision, ensuring that future development meets community needs and supports both economic vitality and livability. By reshaping the regulatory framework, Crested Butte can ensure a more balanced and livable future for the community to thrive.



Crested Butte Affordable Housing. Deed-restricted ADUs, apartments, and single family or townhome units provide a variety of affordable housing typologies.



Zoning Yield Analysis Map. Crested Butte Development Potential, based on today's Zoning Code.

Policy Review Study: [Click here to read the policy review study.](#)



Crested Butte is facing...

...Uncertainty of change

Navigating change in the 21st century is its own challenge, especially for a town like Crested Butte. This community has a rich history of preserving its character, holding fast to its beliefs, and proudly being the “Town that said ‘Hell No!’” to large-scale mining. The community’s tradition of holding boundaries and staying true to its values can serve as a powerful tool for proactively navigating the challenges ahead. **While it may be tempting to wish for no more change, the reality is that change will continue, and if left unmanaged, it may not reflect the needs or desires of the community.** It’s natural to fear change—it holds deep meaning for this Town and its community. The thought of adapting or changing perspectives can be intimidating, particularly when it feels like the future of something cherished is at stake.

With challenge comes opportunity

The Community Compass and CP aren’t about imposing a top-down vision; they’ve been shaped from the ground up, based on input from over 2,500 community members—including full-time residents, part-timers, visitors, and people from throughout the Gunnison Valley. Moving forward, the Town will continue to prioritize transparent, inclusive planning, listening closely to community feedback. This collaborative approach allows Crested Butte to navigate future changes in a way that aligns with its values, turning the fear of change into an opportunity to shape an innovative yet authentic future.



The Community Compass empowers the Crested Butte community to proactively shape its future, rather than simply reacting to change as it unfolds.

Appendix ii.
How This Plan was Developed

This Appendix provides background context on how the CP was developed, in collaboration with the Crested Butte community.



Blending Community Wisdom with Technical Expertise

The CP was developed through a four-step process—discovery, desire, design, and discussion—that combined data analysis with community feedback. A diverse advisory committee, including Town Council and BOZAR representatives as well as community members with expertise in architecture, land use law, mortgage lending, and small business ownership, ensured the plan aligned with the Community Compass Decision-Making Framework and integrated seamlessly with the Compass Navigation plans.

Supported by funding from the Colorado Department of Local Affairs' *Strong Communities* grant program, the Town engaged Torti Gallas + Partners and Hoffman Strategy Group to provide specialized expertise in community development, housing, and market analytics, resulting in a plan that reflects the community's values and advances its strategic goals.

THE COMPASS DECISION- MAKING FRAMEWORK

- STEP 1 Understand the challenge and define the goal.
- STEP 2 Commit to a community engagement strategy.
- STEP 3 Define success measures.
- STEP 4 Create alternatives and filter them through the success measures.
- STEP 5 Make decisions based on informed consent.

Phase 1: Discovery

March - May 2024

The first phase concentrated on data collection and analysis. This included a review of the Town's existing development regulations and policies, an economic market study to comprehend the region's current market conditions, and a review of an updated housing needs assessment to understand the current needs of local residents. These efforts culminated in a thorough **understanding of the CP challenge and the definition of the goal**, marking the first step of the Compass Framework.

Phase 2: Desire & Continued Discovery

June - August 2024

Phase two introduced **an extensive community outreach strategy** designed to engage a diverse audience. Throughout the summer, a [comprehensive bilingual survey](#), completed by 238 respondents, sought community input on the four Compass Navigation plans, including tools the community wanted to explore in the CP. In addition to the survey, various events provided opportunities to educate the community on the planning efforts and gather feedback on Crested Butte's challenges and opportunities. A collaborative event with the [Crested Butte Public Policy Forum](#) brought in experts on zoning and community affordability and attracted 250 attendees. Four [neighborhood block parties](#), engaging approximately 300 participants, facilitated discussions among neighbors, town staff, BOZAR members, and council members. Targeted stakeholder and focus group interviews with over 30 individuals provided diverse perspectives to inform the CP, including those from emergency services, public works, the design/build community, the school district, childcare providers, small business owners, and local non-profits. The feedback and insights from the community were synthesized with the discovery phase findings to **develop measures of success**.

Phase 3: Design

September 2024 - January 2025

The design phase built upon the developed success measures and concentrated on **creating alternatives** for community consideration. This phase featured a multi-day iterative [design charrette](#) facilitating the physical exploration of initial design alternatives for Crested Butte's future. Using hand sketches, digital renderings, and 3D models, several test concepts were crafted for different parcels in Crested Butte, examining different ways to meet the CP goals in alignment with the success measures. Approximately 200 people participated in a community meeting, design studio hours, or one-on-one meetings. Following the charrette, the CP advisory committee, BOZAR, and Town Council refined these concepts into alternatives for this draft plan.



Community Engagement. The community gathered in person for a Design Charrette (above) and Public Policy Forum (below).



Phase 4: Discussion

February - June 2025

In this final phase, ongoing community outreach will further refine the alternatives into the plan. Additional feedback was gathered through a comment period and stakeholder presentations. The advisory committee integrated this feedback to refine the draft alternatives into a preferred vision and implementation plan, which were vetted by Town Council and BOZAR. This plan was considered for adoption using the **informed consent** decision-making model by the Crested Butte Town Council.

IF YOU...

- Attended the Public Policy Forum with Neal Payton, Justin Farrell, and Jason Blevins
- Took the Compass Navigation Survey
- Reviewed plan materials on the Compass Navigation or Community Plan website
- Read about the Compass or Community Plan in the Crested Butte News
- Sent an email or other communication to Town Council or had coffee with a Council member
- Chatted with Town Staff at a block party, outside the post office, or at Alpenglow
- Participated in the Design Charrette
- Participated in the Community Compass
- Participated in the Transportation Mobility Plan, Climate Action Plan, or Climate Action Plan
- Continue to share feedback with Town Staff and Town Council

... THEN YOU DIRECTLY
INFORMED THE CREATION OF THE
COMMUNITY PLAN.





MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, May 5, 2025

Mayor Billick called the meeting to order at 7:23PM.

Council Members Present: Mayor Ian Billick, Mallika Magner, Kent Cowherd, Gabi Prochaska, Beth Goldstone, and John O’Neal (via Zoom)

Staff Present: Town Manager Dara MacDonald, Town Attorney Karl Hanlon, and Town Clerk Lynelle Stanford

Community Development Director Mel Yemma, Chief Marshal Mike Reily, Housing Director Erin Ganser, Town Planner I Kaitlyn Archambault, and Parks, Recreation, Open Space & Trails Director Janna Hansen (via Zoom) (for part of the meeting)

APPROVAL OF AGENDA

Magner moved and Prochaska seconded a motion to approve the agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

CONSENT AGENDA

1) April 21, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Town Clerk Lynelle Stanford

2) Amended Memorandum of Understanding (MOU) between the Town of Crested Butte and the Town of Crested Butte Municipal Judge James McDonald.

Staff Contact: Town Clerk Lynelle Stanford

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

PUBLIC COMMENT

Billick recognized a written comment received from Jodi Payne from the Gunnison Country Food Pantry.

Jim Starr, 323 Gothic Avenue; Will Frischkorn, Executive Director of Crested Butte Devo; and Amy Nolan, also from Crested Butte Devo, commented.

STAFF UPDATES

MacDonald and Stanford added updates.

LEGAL MATTERS

None

PROCLAMATION

Proclamation designating May 2025 as “Mental Health Awareness Month.”

The Council agreed to the edit recommended by Goldstone.

Prochaska moved and Goldstone seconded a motion to approve the proclamation. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PUBLIC HEARING

1) (Second Reading) Ordinance No. 3, Series 2025 - An Ordinance of the Crested Butte Town Council Amending Section 8-2-150 of the Crested Butte Municipal Code.

Staff Contact: Chief Marshal Mike Reily

Billick opened the public hearing. No one from the public commented. The public hearing was closed.

Magner moved and Prochaska seconded a motion to approve Ordinance No. 3, Series 2025. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Letter from Council for the 2030 Climate Action Plan.

Staff Contact: Sustainability Coordinator Dannah Leeman

Goldstone moved and Prochaska seconded a motion to pass (the letter) as is. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Resolution No. 8, Series 2025 - A Resolution of the Crested Butte Town Council Amending the Leasing of Residential Municipal Property Policy.

Staff Contact: Housing Director Erin Ganser

Billick asked for public comment. No one from the public commented.

Goldstone moved and Prochaska seconded a motion to approve Resolution No. 8, Series 2025, with suggested changes. A roll call vote was taken with all voting, “Yes,” except Magner voted, “No.” **Motion passed (5-1).**

3) Resolution No. 9, Series 2025 - A Resolution of the Crested Butte Town Council Adopting a Paradise Park Workforce Rental Tenant Selection Plan.

Staff Contact: Housing Director Erin Ganser

The Council identified amendments related to eligibility requirements. Billick opened the meeting for the public to comment. No one commented.

Goldstone moved and Prochaska seconded a motion to approve Resolution No. 9, Series 2025, adopting a Paradise Park Workforce Rental Tenant Selection Plan, with suggested changes. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Resolution No. 10, Series 2025 - A Resolution of the Crested Butte Town Council Setting an Application Fee for the Paradise Park Workforce Rental Housing Project.

Staff Contact: Housing Director Erin Ganser

No one from the public commented.

Prochaska moved and Goldstone seconded a motion to approve the \$30 application fee. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

5) Consideration for the Applicant Household Affected by the Paradise Park Lottery Drawing.

Staff Contact: Housing Director Erin Ganser

Billick opened the meeting to the public for comments. Chuck Robinson (twice), Jessica Knoll (twice), Abby Whitaker, and Scotia Cox (via speakerphone) spoke during the meeting.

Magner moved and Cowherd seconded a motion that we allocate the household two additional tickets which would move them up one tier in the lottery ticket allocation structure to be used once and send an apology letter. A roll call vote was taken with all voting, “Yes,” except Goldstone voted, “No.” **Motion passed (5-1).**

6) Discussion on Possible Moratorium on New Development.

Staff Contact: Town Manager Dara MacDonald, Town Attorney Karl Hanlon, and Community Development Director Mel Yemma

There would not be a moratorium. There will be further discussions.

COUNCIL REPORTS AND COMMITTEE UPDATES

Billick updated.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Food Pantry would be invited to speak to the Council, and the Council provided direction regarding Crested Butte Devo.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Wednesday, May 14, 2025 - 6:00PM Joint Work Session with Mt. Crested Butte Regarding Mountain Express
- Monday, May 19, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 2, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 16, 2025 - 6:00PM Work Session - 7:00PM Regular Council

Staff would be working to schedule the next intergovernmental meeting, tentatively planned for June 30, 2025.

ADJOURNMENT

Mayor Billick adjourned the meeting at 9:35PM.

Ian Billick, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

May 19, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Crested Butte Farmers Market Special Event Application Closing the Ten and 100 Blocks of Elk Avenue on Sundays, from May 25, 2025 to October 5, 2025.

Date: May 9, 2025

Summary:

Allison Pugh submitted the special event application for the Crested Butte Farmers Market. The Farmers Market is scheduled for Sundays, beginning on May 25, 2025, to October 6, 2025. The proposed location for the Farmers Market is the Ten Block and 100 Block of Elk Avenue. The two blocks of Elk Avenue would be closed from 7AM to 3:30PM on Sundays to allow for set up and clean-up. The Farmers Market event itself runs from 9AM to 2PM.

Staff determined that the event organizer's request to close the 1st Street/Elk Avenue intersection to north and southbound traffic was not in the best interest of overall safety for ingress and egress to the northwest corner of Town. The intersection will remain open as it has in the past. Per direction from past years, the Farmers Market event organizer remains committed to keeping the path to the stairs accessing the 1st and Elk parking lot clear for people to utilize the stairs to the parking lot where the Art Market will be occurring on Sundays.

Recommendation:

To approve the Crested Butte Farmers Market special event application as part of the Consent Agenda.

Special Event Permit Application

Name of Event: Crested Butte Farmers Market

Date(s) of Event: Sundays, May 25th to Oct 5th, 9am to 2pm

Location of Event: 100 and Ten Blocks of Elk Ave

Name of Event Organizer (must be a person): Allison Pugh, Executive Director

Cell Phone: 405-203-0168 Email: info@cbfarmersmarket.org

Emergency Contact (person who will be at the event): Laura Guccione, Market Director

Cell Phone: 603-631-5785 Email: yogawrap@gmail.com

Event Permittee (must match the Certificate of Good Standing): Crested Butte Farmers Market

Mailing Address: PO Box 2241, Crested Butte, CO 81224

Number of People to attend (include Staff, Volunteers & Attendees) : 600/day

What are you requesting of the Town? (check all that apply):

- ☒ Road Closures (requires Council approval)
 ☐ Parking Lot Closure
 ☐ Use of a Town Park
☒ Barricades/cones (street closure, block traffic, route indication, etc.)
 ☐ Rolling Closure (parade)
☐ CBFPD (medical aid, fire prevention)
 ☒ Marshals (safety, escort)
 ☐ interruption of Mt. Express Bus Route
☐ Other: _____
☐ None

Do you intend to participate in the Climate Response Special Event program? ☒ Yes ☐ No

If no, you will be responsible for paying the \$150 fee. If yes, you must complete the [Climate Responsible Special Event Worksheet](#) and turn it in with this application. You also may be eligible for a CRSE Rebate!

Do you plan to use a Town Park or other recreation facility? ☐ Yes ☒ No

If yes, please contact the Parks, Rec, Open Space and Trails Department at 970-349-7197 or recreation@crestedbutte-co.gov to obtain a park permit. Facility use fees apply. Rates can be found on the [Fee Schedule](#).

Will your event affect ADA parking spots? ☐ Yes ☒ No

If yes, describe in your event description how many spaces are being affected and how you plan to replace them. Please request signage if needed.

Are you serving or selling liquor at your event? ☐ Yes ☒ No

If yes, complete the Special Event Liquor Permit application and include a map of your liquor area layout, security measures and a continuous, bold, black line outlining your liquor boundary.

Will you be selling products (food, drink, and/or merchandise)? ☒ Yes ☐ No

If yes, attach your current Town of Crested Butte Sales Tax License and list of vendors.

Is your event a parade or includes a parade? ☐ Yes ☒ No

If yes, include a DETAILED map of the route. Coordination with the Marshals is necessary.

Will there be amplified sound at this event: ☐ Yes ☒ No

If yes, complete the online Notice of Amplified Sound. If you create your own notice, you must include a copy as an attachment to your application. Please be aware of the Town Sound Ordinance.

Do you wish to advertise your event with a banner on the fence at Pitsker Field? ☐ Yes ☒ No

If yes complete the online [Banner Application](#) form. If you want additional banners advertising your event, include the request in your event description.

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Indemnitor") hereby acknowledge and agree to the following: (i) Releasor/Indemnitor assume all risk of injury, loss or damage to Releasor/Indemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii)

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

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

Allison Pugh
Signature of Applicant (Permittee)

3/1/2025
Date

Allison Pugh
Print Name Clearly

Crested Butte Farmers Market

Special Events Permit Application

Event Description, Schedule and Waste Plan

Sundays, May 25th - October 5th in the 100 and Ten Blocks of Elk Avenue
9 am to 2 pm

Event Description

The Crested Butte Farmers Market (CBFM) was created to support regional farmers and artisanal food producers to sell their products directly to the public. The CBFM is dedicated to promoting sustainable agriculture and farm-to-consumer sales within Crested Butte. We offer organic and certified naturally grown vegetables, fruits and herbs, pasture-raised and grass-finished meats, artisanal cheese, wine, hard ciders & juices, concessions, breads, jams, pickles, cut flowers, body care products and services as well as a wide assortment of locally produced arts and crafts.

We have some exciting new vendors this year including:

- Six new produce vendors, including 3 farms from the Gunnison Valley
- Two new concessionaires, The Rolling Kaz and The Dump Truck, from Crested Butte
- Mushroom Mesa from Crawford, growing 7 varieties of fresh and dried mushrooms
- Craft chocolatier, Lore Cacao, from Paonia

Our CBFM vendors had phenomenal seasons in 2023 and 2024, earning \$1.2 million in total sales each year! The continued support of our community and our ever increasing sales show just how integral the CBFM has become to the fabric of our town. We are a vibrant part of Crested Butte's summer season and we hope to continue this in 2025!

Schedule of Events

Our market will run Sundays, May 25th - October 5th, in the 100 and Ten Blocks of Elk Avenue, 9 am to 2 pm. Set-up will begin each Sunday at 7 am and take-down will run until 3:30 pm.

As in years past, our Executive Director or Market Director will put out "No Parking" signs on the 100 and Ten Blocks of Elk Avenue on Saturdays preceding the market. We try to do this very early on Saturday, by 8 am, to ensure visitors and residents alike have the entire day to see the "No Parking" signs.

Per request from the Town Council, we will keep a section of Elk Ave. clear to provide pedestrian access to the stairwell at the 1st and Elk parking lot for the Art Market. This space is designated on our market map.

Requests of Town of CB

Consistent with recent years, we are requesting a closure of the 100 and Ten blocks of Elk Ave. for the CBFM each Sunday during our market season. We use our own cones to block off both the 100 and Ten Blocks on Sunday mornings but we do rely on the Marshal's Office to ticket and tow cars that remain parked in our market areas. We try very hard to work around cars or contact the owners of cars parked in our market area and we appreciate that the Marshal is

willing to tow cars that have ignored our many “No Parking” signs and the town’s “No Parking” signs on the light posts.

NEW FOR 2025 - SAFETY REQUEST: We are requesting two barricades from the town to close the intersection of 1st and Elk to through traffic during market hours. We have significant pedestrian activity in our market during the busy summer months. In an effort to reduce the risk of a vehicle/pedestrian incident, we are recommending a closure of this intersection.

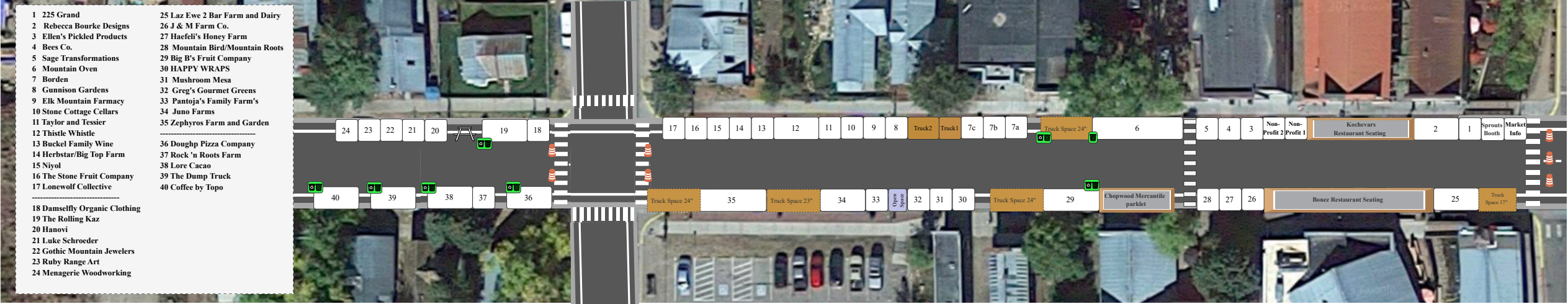
The two barricades requested from the town could be stored in the parking lot at 1st and Elk, along with the barricades that are used by The Artists of Crested Butte for their Sunday Art Market. Our market director will put out the barricades on Sunday morning at Sopris and Maroon between 8-9am, leaving space for emergency vehicles and/or local residents to pass through. The barricades would be removed between 2-3pm each Sunday.

When there are other events on Elk that require multiple intersections to be closed, such as Bridges of the Butte, we understand it may be necessary to keep 1st and Elk open to allow traffic to have a route to cross. Thank you for your consideration of this request.

Recycling and Trash Plan

For many years, the CBFM has restricted the type of single-use food service items our vendors may use. Vendors are only allowed to serve in single-use items that are recyclable within Gunnison County (aluminum, glass & #1 or #2 plastics) or that are plant-based, compostable products (we recommend the ECO brand to our vendors). We will again use composting services to keep food waste out of the landfill. We disallow the use of plastic straws.

There will be recycling receptacles and trash cans in the 100 and Ten Blocks of Elk Avenue (see market diagram for locations). We require our vendors to operate on a “pack it in, pack it out” philosophy when it comes to any excess waste they may produce and ask them to use only market trash cans, not town trash cans, to dispose of smaller items. Consistent with prior years, the CBFM will require all concession vendors and others offering ready-to-eat foods to provide trash/recycling receptacles that are easily accessible to customers at their booths. Vendors will be required to dispose of this trash off-site after each market, not in town trash bins.



DEPARTMENT APPROVALS (*For Official Use Only*)

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

MARSHALS:

Conditions/Restrictions/Comments:

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Signature

Date

TOWN CLERK:

40

Conditions/Restrictions/Comments:

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Signature

Date

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

Signature

Date



Staff Report

May 19, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: ARTumn Festival Special Event Application Closing the 1st and Elk Parking Lot on Saturday, September 20, 2025 and Sunday, September 21, 2025.

Date: May 11, 2025

Summary:

Steven Wallis submitted the special event application for the ARTumn Festival on behalf of Colorado Events. The ARTumn Festival is proposed to take place Saturday, September 20, 2025, and Sunday, September 21, 2025, in the 1st and Elk parking lot. The three ADA parking spaces and parking for the electric vehicle charging station must remain open and available for the duration of the ARTumn Festival. The event diagram, included in the packet, reflects the availability of the parking areas.

On Saturday, the event would run from 11:00AM to 6:00PM, and on Sunday, the event is planned from 8:00AM to 4:00PM. The parking lot would close on Saturday, beginning at 8:00AM, and take-down will be concluded by 6:00PM on Sunday.

Recommendation:

To approve the ARTumn Festival special event application.

Recommended Motion:

To approve the ARTumn Festival special event application as part of the Consent Agenda.

Special Event Permit Application

Name of Event: ARTumn Festival

Date(s) of Event: September 20 & 21, 2025

Location of Event: Public Parking Lot at 1st and Elk Avenue

Name of Event Organizer (must be a person): Steven Wallis

Cell Phone: 720-272-7467 Email: coloradoevents@gmail,.com

Emergency Contact (person who will be at the event): Steven Wallis

Cell Phone: 720-272-7467 Email: coloradoevents@gmail,.com

Event Permittee (must match the Certificate of Good Standing): Colorado Events

Mailing Address: 2525 Arapahoe Ave, E4-720, Boulder, CO 80302

Number of People to attend (include Staff, Volunteers & Attendees) : 400

What are you requesting of the Town? (check all that apply):

- ☐ Road Closures (requires Council approval) ☒ Parking Lot Closure ☐ Use of a Town Park
- ☒ Barricades/cones (street closure, block traffic, route indication, etc.)
- ☐ CBFPD (medical aid, fire prevention) ☐ Marshals (safety, escort) ☐ interruption of Mt. Express Bus Route
- ☐ Other: _____
- ☐ None

Do you intend to participate in the Climate Response Special Event program? ☒ Yes ☐ No

If no, you will be responsible for paying the \$150 fee. If yes, you must complete the [Climate Responsible Special Event Worksheet](#) and turn it in with this application. You also may be eligible for a CRSE Rebate!

Will your event affect ADA parking spots? ☐ Yes ☒ No

If yes, describe in your event description how many spaces are being affected and how you plan to replace them. Please request signage if needed.

Are you serving or selling liquor at your event? ☐ Yes ☒ No

If yes, complete the Special Event Liquor Permit application and include a map of your liquor area layout, security measures and a continuous, bold, black line outlining your liquor boundary.

Will you be selling products (food, drink, and/or merchandise)? ☒ Yes ☐ No

If yes, attach your current Town of Crested Butte Sales Tax License and list of vendors.

Is your event a parade or includes a parade? ☐ Yes ☒ No

If yes, include a DETAILED map of the route. Coordination with the Marshals is necessary.

Will there be amplified sound at this event: ☐ Yes ☒ No

If yes, complete the online Notice of Amplified Sound. If you create your own notice, you must include a copy as an attachment to your application. Please be aware of the Town Sound Ordinance.

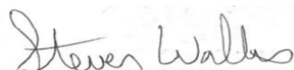
Do you wish to advertise your event with a banner on the fence at Pitsker Field? ☐ Yes ☒ No

If yes complete the online [Banner Application](#) form. If you want additional banners advertising your event, include the request in your event description.

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Indemnitor") hereby acknowledge and agree to the following: (i) Releasor/Indemnitor assume all risk of injury, loss or damage to Releasor/Indemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii)

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

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



Signature of Applicant (Permittee)

12/16/2024

Date

Steven Wallis

Print Name Clearly

ARTumn Festival in Crested Butte

: September 20 & 21, 2025

11am – 6pm on Saturday and 8am – 4pm on Sunday

Setup from 8am to 11am on Saturday

Takedown from 4pm to 6pm on Sunday

Located in the public Parking lot at the Corner of 1st & Elk Avenue in Downtown Crested Butte

The ARTumn Festival is an annual celebration of creativity, where artists from various disciplines come together to showcase their imaginative works. The festival will feature both new and emerging artists showcasing the latest trends in handmade goods and fine art. Attendees will find a vast array of artisans and crafters displaying and selling their unique creations in pottery, sculpture, glass, jewelry, fashion, home décor, furniture, home accessories and photography. Taking place in one of Colorado most scenic mountain locations, Crested Butte is a world class destination surrounded by beautiful mountains, countless recreational activities, outstanding shops, restaurants and hotels. This family friendly event is located in the heart of beautiful Downtown Crested Butte surrounded by breathtaking Fall colors.







Elk Avenue

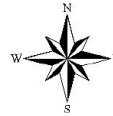
45

First Street

Coal Creek

FIRST AND ELK PARKING LOT Crested Butte, Colorado

-  First & Elk Parking Lot
-  Parking Spaces
-  Open to Public
-  Aisle
-  Vendor Space
-  Electric Car Charging
-  ADA Parking



10' x 10' Exhibitor Booth that is properly weighted down



Trash / Recycling receptacles

0 15 30 60 90 Feet



Date: May 11, 2021
Filename: ~\townofcb\1st_Elk_VendorSpace.mxd

About Us

Colorado Events specializes in event production, planning, management, execution, marketing, concept creation, sponsorship, and creating community fun. Our goal is to elevate creative businesses, engage the community and fuel the local economy. Our aim is to support locally-based companies who contribute to Colorado's unique character no matter where they call home. Colorado Events is a conduit for businesses to reach an interested audience looking to engage with people who celebrate and represent a vibrant Colorado lifestyle.

Colorado Events is a local nonprofit organization that has been producing high quality events since 2002. Our events create a platform for arts and handmade crafts in Colorado. We produce multiple event dates a year specializing in Art Festivals, Outdoor Markets, Street Fairs, Holiday Craft Shows, and Special Events. We produce free public events in some of Colorado's most prominent downtown and tourist locations which include Downtown Denver, Glenwood Springs, Boulder, Colorado Springs, Aspen Snowmass, Vail, Crested Butte, Estes Park, Steamboat Springs, Winter Park, Fort Collins, & Longmont.

Our mission is to organize community events that increase public knowledge and appreciation for visual arts, fine crafts, and supporting local merchants, by creating opportunities that connect artists and local businesses, with the community for their mutual benefit. These events create a viable way for the participating artists and crafts people to grow their small businesses, generate income, and build their brand thus creating valuable business opportunities for this sector of the economy. Our events feature a vast array of independent designers that are both emerging and experienced artisans. These artisans produce original handcrafted goods from a wide array of media including metals, paper, glass, fibers, food, fabricated objects, clay, paint, wax, gems, and more.

Our events also activate downtown areas, create culture, support small businesses, and build community thus improving the common good and general welfare of the community. Colorado Event's purpose is produce a series of community events, in a noncommercial manner that develop and encourage interest in fine art and contemporary craft. The public that attends the events are educated, entertained, & engaged by interacting directly with the exhibitors and by enjoying free live music from a series of great local musicians. Our events provide the community with a means for citizens to express their interest in and support for local art and culture.



DEPARTMENT APPROVALS (*For Official Use Only*)

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

ARTumn Festival

MARSHALS:

Conditions/Restrictions/Comments:

ARTumn Festival

Michael Reily

1/22/2025

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

Approved.

Connor Beard

05/06/25

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Approved.

Janna Hansen

1/22/25

Signature

Date

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford

4.30.2025

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Dara MacDonald

05.06.25

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Approved.

Robert Weisbaum

05/06/25

Signature

Date

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

Approved. No impact.

Suzanne Beuoy

5-5-2025

Signature

Date



Staff Report

May 9, 2025

To: Mayor and Town Council

Prepared By: Erin Ganser, Housing Director

Thru: Dara MacDonald, Town Manager

Subject: Apology letter to Charles Robinson and Scotia Cox regarding mistake at the January 2025 Paradise Park Workforce Rental lottery

Summary: An error occurred during the January 22 lottery that necessitated a redraw. One of the five applicants drawn for housing in the first drawing for a two-bedroom unit were not drawn at the second drawing. Council requested that staff prepare a formal apology letter for the household that was not selected on the second drawing.

Previous Council Action: This topic was discussed at the February 3rd, March 3rd, and April 21st, and May 5th Council meetings.

Background and Discussion: A ticket was unintentionally excluded from the drawing for two-bedroom units in the January 22 lottery resulting in an objection from an excluded household and necessitating a redraw. One of the five applicants drawn for housing in the first drawing were not drawn at the second drawing. Recognizing that the error caused significant distress for the household who was not selected for housing on the second drawing, the Council requested that staff prepare a formal apology letter and convey the Council's decision to award the household two additional lottery tickets to be used at one of the two remaining lotteries for the Paradise Park Workforce Rental project.

Climate Impact: None.

Financial Impact: None.

Legal Review: Legal counsel was included in the discussion to offer the affected household an additional two tickets.

Recommendation: Staff recommend that the Council review and discuss the attached letter, provide direction on any changes to the letter and approve.

Proposed Motion: For one member of the Council to make a motion to approve the apology letter, followed by a second and a roll call vote.

May 19, 2025

Charles Robinson and Scotia Cox
720 N. Colorado Street
Gunnison, CO 81231

Dear Mr. Robinson and Ms. Cox,

We are writing to offer our deepest and most sincere apology for the error that occurred during the January 22 lottery, necessitating a redraw and resulting in your household not being drawn for housing. We understand that this situation has caused real distress, and we acknowledge the very personal hardship and trauma this brought upon you and those close to you. Housing is not just a matter of logistics — it is a matter of dignity, security, and peace of mind. In a tight knit community like ours where affordable housing is already in critically short supply, we recognize that this error carries even greater weight.

Please know that this was not a reflection of your worthiness as an applicant, nor of the seriousness with which we regard your housing needs. We failed to uphold the standards of accuracy that you rightly expected from us, and for that, we are truly sorry.

At the May 5th meeting of the Town Council, we updated our lottery procedures and are implementing stronger safeguards to ensure that such a mistake does not happen again. In the meantime, we are exploring every possible avenue to assist those affected by this error, including advocating for additional housing opportunities and specifically giving you an additional two tickets to improve your odds at being drawn for housing in one of the two remaining Paradise Park Workforce Rental housing lotteries. The Housing Director will reach out to you directly to discuss this opportunity.

Again, on behalf of the Town Council and the housing team, we extend our heartfelt apology. We value you as a member of this community and are committed to doing better.

With deepest respect and regret,

Ian Billick, Mayor



Staff Report

May 19, 2025

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Ordinance No. 4, Series 2025 - An Ordinance of the Crested Butte Town Council Amending Chapter 6, Article 5 of the Crested Butte Municipal Code.
Date: May 12, 2025

Summary:

A discrepancy in Article 5, Vacation Rental Licenses, Town Code Section 6-5-30, was identified between the definition of block face and the map depicting the number of unlimited vacation rental licenses allowed in zones by block face. According to the definition of block face, the Town allows 199 unlimited vacation rental licenses, while the map depicted the allowance of 198 unlimited vacation rental licenses. In 2025, the Town issued 189 unlimited vacation rental licenses. Ordinance No. 4, Series 2025 removes the map from the Town Code. The map will continue to exist as a tool for identifying the locations in which there are available unlimited vacation rental licenses per concentration within the zones.

Furthermore, per a suggestion from a Council member earlier this year, staff is proposing that primary occupant vacation rental licenses could be applied for throughout the year. The Town issued 23 primary occupant vacation rental licenses in 2025. The open enrollment period for unlimited vacation rental licenses would remain to be during the month of October.

Recommendation:

To set Ordinance No. 4, Series 2025 for public hearing during the June 2nd, 2025, Council meeting.

Recommended Motion:

Motion to set Ordinance No. 4, Series 2025 for public hearing during the June 2nd, 2025, Council meeting as part of the Consent Agenda.

**ORDINANCE NO. 4
SERIES 2025**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING CHAPTER 6, ARTICLE 5 OF THE CRESTED BUTTE
MUNICIPAL CODE.**

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 public under and by virtue of the Colorado Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, Section 29-20-101, et seq., C. R. S. and other authorities granted to municipal governments, the Town has enacted and enforces regulations governing the use of property within the Town's jurisdiction; and

WHEREAS, Town Council finds it is necessary and proper to amend Chapter 6, Article 5 of the Crested Butte Municipal Code regarding Vacation Rental Licenses as provided on **Exhibit A**.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Chapter 6, Article 5 is hereby amended as provided for on the attached **Exhibit A**.

Section 3. The codifier is hereby authorized to renumber the Code in conformance with these amendments.

INTRODUCED, READ, AND SET FOR PUBLIC HEARING THIS 19TH DAY OF MAY 2025.

ADOPTED BY THE TOWN COUNCIL UPON SECTION READING IN PUBLIC HEARING THIS ____ DAY OF _____ 2025.

TOWN OF CRESTED BUTTE, COLORADO

ATTEST:

By: _____
Ian Billick, Mayor

Lynelle Stanford, Town Clerk

EXHIBIT A

The following sections of the Municipal Code are amended as follows with double underlined text added and ~~strike through text~~ deleted.

CHAPTER 6 – Licensing

* * * *

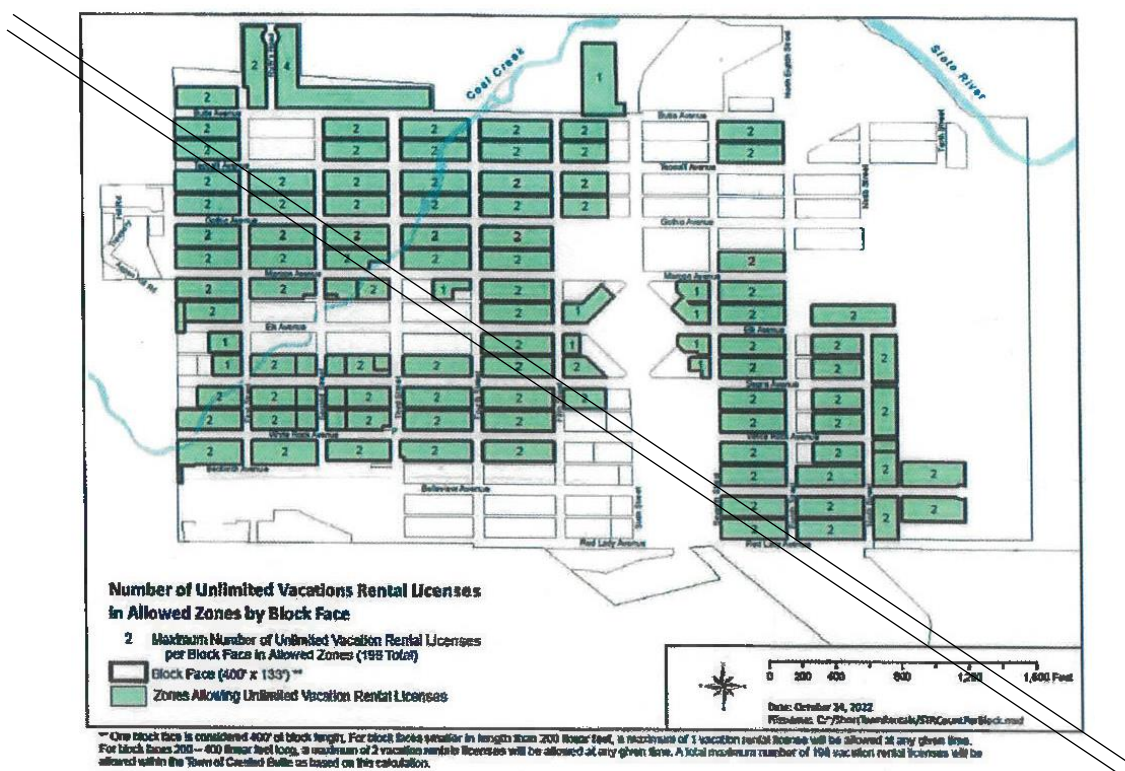
ARTICLE 5 - Vacation Rental Licenses

* * * *

Sec. 6-5-30. Definitions.

[The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Block Face: A block face is defined as four hundred (400) linear feet long along one (1) side of a Town block, typically running east to west, and one hundred thirty-three (133) linear feet wide, typically running north to south, as shown below, A block face is generally bounded by the public right-of-way, typically by two (2) street intersections and an alley.



* * * *

Sec. 6-5-40. License required; compliance.

* * * *

(c) No vacation rentals shall be operated without a valid license issued pursuant to this ~~Section 6-6 Article.~~

(d) Classes of Vacation Rental Licenses.

* * * *

(2) Unlimited license.

* * * *

f. ~~The maximum number of unlimited licenses allowed per block face shall conform to the map included within the definition for "Block Face" in Section 6-5-30. A total maximum number of one hundred ninety nine (199) one hundred ninety eight (198) unlimited vacation rental licenses will be allowed within the Town of Crested Butte.~~

* * * *

(e) Issuance, Renewals and Transfers.

(1) New license applications for unlimited licenses will be accepted annually between October 1—October 31 for the following calendar year subject to the process outlined in Paragraph (2) below. Primary license applications will be accepted throughout the year. The license term will begin on the date of application approval and will expire December 31. Applications will be on forms provided by the Town and shall include the following:

- a. Type of license being applied for.
- b. Evidence of ownership or evidence of a long-term lease for the Property with written permission of the owner.
- c. Evidence that the Property is not subject to a deed restriction or private covenant prohibiting vacation or short-term rentals.
- d. Evidence that the Property currently meets all applicable Town regulations, including but not limited to zoning, which will be verified by the Town via an inspection.

* * * *



Staff Report

May 19, 2025

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Subject: Ordinance No. 5, Series 2025 – An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at Avalanche Park (Tract I & II, Eccher Ranch) to Gunnison County Electric Association

Summary:

Ordinance No. 5, Series 2025, would approve a 30-year option and lease agreement between the Town of Crested Butte and Gunnison County Electric Association (GCEA), enabling the construction and operation of a 1.62 MW DC solar array at the Town's Avalanche Park property south of town and adjacent to the GCEA substation. The project will support the Town's adopted climate action goals and ensure long-term access to local renewable energy.

Previous Council Action:

- December 2019: Town Council adopted the Climate Action Plan (CAP) and declared a climate emergency.
- December 2020: Council approved a land lease with GV Solar LLC (Outshine Energy) for solar development at Avalanche Park.
- 2021–2023: Town supported PPA and REC subscription planning; Outshine Energy and GCEA finalized REC pricing and permitting.
- 2024: Outshine Energy received land use approval from Gunnison County for the project.
- Late 2024-current: GCEA and Outshine Energy are negotiating to change roles such that GCEA will now own the project and will contract with Outshine Energy to install.
- March 2025: GCEA presented project updates and reaffirmed REC pricing and construction timelines.
- April 2025: Council adopted an updated Climate Action Plan including a directive to decarbonize with a state action to "Partner with GCEA to support local renewable energy generation up to 100%"

Background:

The Town's 2019 CAP outlined a strategy to support a utility-scale solar project to meet renewable electricity goals. Avalanche Park was identified as a viable location due to its proximity to GCEA infrastructure and favorable siting conditions. After site feasibility analysis, public lease authorization, and developer procurement, Outshine Energy was selected as the development

partner. GCEA and Outshine Energy have completed key studies, permitting, and financing negotiations, and are ready to proceed with construction pending final lease approval.

Discussion:

The proposed lease agreement will provide GCEA with site control of Avalanche Park, allowing for construction of the “Oh Be Joyful” (OBJ) community solar array. This is critical to ensure financing and interconnection approvals remain active.

GCEA is offering Renewable Energy Credits (RECs) from the OBJ array to the Town to offset 100% of its municipal electricity use. At full subscription, the Town would offset approximately 800 metric tons of CO₂e annually, about 44% of municipal emissions. RECs will be priced at \$0.068 per kWh (blended into GCEA base rates), with a projected annual premium of \$33,803.53 for full offset, based on the Town’s current usage. This translates to a marginal cost of \$43 per metric ton of CO₂e offset, providing a cost-effective means of advancing the Town’s carbon reduction goals.

GCEA has stated that the price per kWh for RECs will remain fixed over the contract term, although broader cost uncertainties may arise in 2026 due to changes in federal tax credit policies.

Climate Impact:

This project aligns directly with the CAP’s renewable energy goals. By subscribing to RECs generated by a local solar array, the Town ensures its energy expenditures directly support new renewable energy generation.

Financial Impact:

There will be no payment to the Town from GCEA to lease the property, rather the Town is providing the space to advance goals to reduce emissions.

Recent GCEA estimates project a recurring annual premium of at least \$33,803.53 for REC subscriptions to offset the Town’s full municipal electricity usage. This is an increase over previous projections (\$5,300–\$21,000 annually in 2020) and reflects rising energy costs, Town’s ongoing transition away from natural gas towards electricity, and finalized REC pricing.

For context, the Town’s recent electricity expenditures totaled:

- 2022: \$140,266.88
- 2023: \$149,556.04
- 2024: \$173,105.90

The REC subscription represents an approximately 19.5% increase over 2024 energy costs.

Legal Review:

The Town Attorney has reviewed and approved the lease agreement and ordinance for form and compliance with state and municipal requirements. All commitments are subject to annual appropriations under TABOR.

Recommendation:

Staff recommends approval of Ordinance No. 5, Series 2025, to authorize execution of the 30-year lease with GCEA for the Oh Be Joyful solar project at Avalanche Park.

Proposed Motion:

A Council member should make a motion to “set Ordinance No. 5, Series 2025, for second reading and public hearing on June 2, 2025,” as part of the Consent Agenda.

ORDINANCE NO. 05**SERIES NO. 2025****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT AVALANCHE PARK (TRACT I & II, ECCHER RANCH) TO THE GUNNISON COUNTY ELECTRIC ASSOCIATION**

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

WHEREAS, the Town is the owner of Tract I & II, Eccher Ranch, Crested Butte, County of Gunnison, and State of Colorado, also known as Avalanche Park; and

WHEREAS, on December 21, 2019, the Town declared a Climate Emergency and adopted the Town’s Climate Action Plan through Resolution No. 25, Series 2019 and on April 21, 2025, adopted the 2030 Climate Action Plan which solidified and furthered the Town’s commitment to identify Town-owned property to utilize for the purposes of developing renewable energy opportunities; and

WHEREAS, the Town identified Avalanche Park as a suitable property for renewable energy development and collaborated with Gunnison County Electric Association (“GCEA”) to solicit proposals for a large-scale solar array (“Solar Array”) to be located on Avalanche Park; and

WHEREAS, the Town in 2020 entered into a ground lease with GVS, LLC to install and operate the Solar Array; and

WHEREAS, on June 6, 2024 a site plan for the Solar Array was approved by Gunnison County; and

WHEREAS, GVS, LLC was unable to commence and complete the Solar Array and the ground lease has since terminated; and

WHEREAS, GCEA has determined that it will construct and operate the Solar Array as originally proposed by GVS, LLC; and

WHEREAS, the Town plans to purchase renewable energy credits from the Solar Array from Gunnison County Electric Association; and

WHEREAS, the Town and GCEA wish to enter into a long-term Lease Agreement to utilize a portion of the property at Avalanche Park for development of a large-scale solar array, the form of which is attached hereto as Exhibit A; and

WHEREAS the Town finds hereby that approving this Lease Agreement provides substantial public benefits to the Town by furthering the Town's Climate Action Plan and providing the opportunity for the Town to purchase renewable energy credits to off-set the Town's electric usage.

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

1. **Findings.** The foregoing recitals are hereby fully incorporated herein as
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" and authorizes the Town Manager to revise the Lease to reflect the actual boundaries of the Premises and the easements described therein as defined by a metes and bounds legal description.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ____ DAY OF MAY, 2025.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS ____ DAY OF JUNE, 2025.

TOWN OF CRESTED BUTTE, CO

By:

Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

GROUND LEASE AND OPTION AGREEMENT

THIS GROUND LEASE AND OPTION AGREEMENT (this "Lease") is made and entered into by and between the Town of Crested Butte, a Colorado municipal corporation ("Landlord") and Gunnison County Electric Association, a Colorado cooperative association ("Tenant"), effective as of June 16, 2025 (the "Effective Date"). Landlord and Tenant shall collectively be referred to as the "Parties," and each individually as a "Party."

WHEREAS, Landlord owns the real property described in **Exhibit A-1** attached hereto (the "Land").

WHEREAS, Tenant desires to lease a portion of the Land described in **Exhibit A-2** (the "Premises") in order to develop, construct and operate an approximately 1.125 MW AC solar photovoltaic array (the "System").

NOW THEREFORE, in consideration of the amounts to be paid to Landlord by Tenant and the other mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Leased Premises.

- 1.1. Commencing on the Effective Date and continuing for a period of six months thereafter ("Option Period") (unless this Lease is earlier terminated in accordance with Section 4 below), Landlord hereby grants Tenant an exclusive, irrevocable option (the "Option") to lease the Premises on the terms and conditions set forth herein. Tenant may exercise the option at any time during the Option Period by written notice to Landlord (the date of such exercise by Tenant, the "Lease Commencement Date").
- 1.2. Effective as of the Lease Commencement Date, Landlord hereby agrees to lease the Premises to Tenant, and Tenant hereby agrees to lease the Premises from Landlord, upon the terms and subject to the conditions set forth herein.
- 1.3. The Premises shall comprise the area identified in **Exhibit A-2** together with all existing improvements and fixtures located on the Premises and all other rights, benefits and easements pertaining to or appurtenant to the Premises. **Exhibit A-2** sets forth the approximate location of the Premises, which may be changed or amended from time to time in accordance with Section 1.4 below.
- 1.4. Prior to the Construction Commencement Date, Tenant shall assess the Land to determine the most suitable location for the System and may propose changes to the Premises to Landlord for approval, not to be unreasonably withheld. Upon completion of a survey of the Premises, including any changes approved by Landlord, the exact location thereof shall be documented by Tenant delivering to Landlord a metes and bounds legal description of the Premises (collectively, "Premises Legal Description"). Upon delivery of the Premises Legal Description

to Landlord, the Parties agree that the Premises Legal Description will be deemed incorporated into **Exhibit A-2** without need for amendment to this Lease. Without limitation to the foregoing, Landlord agrees that if requested by Tenant, Landlord will enter into an amendment to this Lease replacing Exhibit A-2 with the Premises Legal Description provided such Premises Legal Description is consistent with the location of the Premises agreed by Landlord.

2. Cooperation.

- 2.1. Landlord shall provide to Tenant any of the following in Landlord's possession or control as of the Effective Date: (1) any notice of violation of any law or regulation, including zoning laws applicable to the Premises, (2) any "Phase I" and other environmental assessment reports regarding the Premises, (3) Landlord's most recent survey and title insurance policy relating to the Premises, (4) any governmental permits, licenses or approvals for the Premises, (5) contracts and agreements relating to the Premises, and (6) any other surveys, physical condition reports, or notices regarding zoning or government action with respect to the Premises.
- 2.2. Landlord will cooperate with and not oppose Tenant's efforts to obtain all necessary zoning, land use, interconnection and other approvals or permits required for the development, construction, operation and maintenance of the System, including without limitation delivering any required documents or authorizations; provided, that Landlord shall not be required to incur any cost or liability in connection with the foregoing.
- 2.3. Landlord acknowledges that Tenant may obtain, at Tenant's expense, a title insurance policy insuring Tenant's leasehold interest in the Premises. Landlord agrees to reasonably assist Tenant in obtaining such title policy by supplying any information reasonably requested by the title insurance company in connection with issuing such title policy.

3. Lease Term.

The Lease term ("Term") shall commence on the Lease Commencement Date and continue until the thirtieth (30th) anniversary of the date on which the System is interconnected to the local distribution grid and achieves all other requirements for commencement of commercial operations under any applicable power purchase agreement entered into by Tenant with respect to the System (such date, the "Commercial Operation Date"). Tenant will have the option to extend the Term for one five (5) year period from the end of the original thirty (30) year Term ("First Extension Period") by providing written notice thereof to Landlord no less than thirty (30) days prior to the end of the original Term. Additionally, Landlord may, upon request of Tenant, extend the term for an additional five (5) year period ("Second Extension Period") following the end of the First Extension Period. Such request shall be made by Tenant in writing to Landlord no less than thirty (30) days prior to the end of the First Extension Period, and such request shall not be unreasonably denied by Landlord. If Landlord does not respond within fifteen (15) days of

Tenant's request, the Second Extension Period shall be deemed to have been granted and the Term shall be deemed to have been extended accordingly.

4. Termination of Lease. This Lease may be terminated as follows:

- 4.1. Landlord shall have the right to terminate this Lease by thirty (30) days written notice to Tenant if the Construction Commencement Date has not occurred by the first anniversary of the Effective Date; provided, that if at any time (including after notice of termination has been provided but before the effective date of termination) the Construction Commencement Date occurs, the right of Landlord to terminate pursuant to this Section shall be deemed to have lapsed and this Lease shall continue in full force and effect. "**Construction Commencement Date**" means the date on which Tenant begins construction of the System on the Premises, as confirmed by written notice from Tenant to Landlord.
- 4.2. [Reserved].
- 4.3. Tenant shall have the right to terminate this Lease as to all or any part of the Premises upon thirty (30) days prior written notice to Landlord.
- 4.4. In accordance with Section 14 below, or as may otherwise be expressly provided in this Lease.

5. Rent; Payment Schedule;

- 5.1. As full consideration for the lease of the Premises and the other rights and benefits granted pursuant to this Lease, Tenant shall pay \$10 per year ("Rent"). Rent shall be payable in advance in annual installments due on the Effective Date and on January 15 of each subsequent year during the Term (each, a "Rent Payment Date").
- 5.2. If any overdue installment of rent is not received by Landlord within ten(10) days after Landlord provides Tenant written notice of the delinquency, Tenant will pay a late fee to Landlord in the amount of five percent (5%) of the unpaid delinquent rent amount, and Tenant shall pay interest of 1.5% per month on the unpaid balance due from the date of Landlord's notice until paid in full.

6. Utilities; Maintenance.

During the Term, (a) Tenant shall arrange and pay for all public utility services used on the Premises by Tenant, and (b) Tenant shall be responsible for the repair and maintenance of the entire Premises, including any portion of the Premises located outside of the proposed fenced area.

7. Tenant's Property.

- 7.1. The System and its constituent parts, together with any and all other improvements or other features constructed on, or personal property installed

or placed on the Premises by or for Tenant, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels and other personal property (collectively, "**Tenant's Property**") are and shall remain the sole personal property of Tenant regardless of the manner of attachment to the Premises and shall not become fixtures. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives all rights to levy, distraint, possession or landlord's lien against Tenant's Property, if any, and shall not cause the creation of, or attachment to, Tenant's Property of any liens (including mechanics' and judgment liens) or other encumbrances. Tenant shall have the right in its sole discretion to file one or more precautionary financing statements with respect to the Tenant's Property, including fixture filings, in such jurisdictions as it deems appropriate.

- 7.2. The parties acknowledge that the Premises consists of land only and does not include Tenant's Property. Any claim to a lien or encumbrance upon the Premises, arising from any act or omission of Landlord, shall accrue only against the real estate owned by Landlord, and not against Tenant's Property, and shall be subject to this Lease. If any such lien or encumbrance shall be filed against Tenant's Property as a result of Landlord's actions, Landlord shall, without cost or expense to Tenant, promptly and within a reasonable time cause such lien or encumbrance to be discharged of record by payment, statutory lien release bond, court order or otherwise as provided by law. In the event Landlord fails to remove any lien or encumbrance affecting the Premises as required by this Section, Tenant shall have the right, but not the obligation, to discharge such lien or encumbrance and recover the cost thereof from Landlord.
- 7.3. Landlord acknowledges that it has no interest pursuant to this Lease in any renewable energy credits, environmental attributes, tax credits, or other incentives or credits associated with or generated by the System, all of which shall be the sole and exclusive property of Tenant and shall be included in Tenant's Property.

8. Use and Occupancy.

Tenant shall use the Premises for the development, construction, operation, and maintenance of the System, including such lawful uses that are incidental to, or not inconsistent with such use. Without limitation to the foregoing, Tenant (and its agents, representatives, consultants and affiliates) shall be permitted access to the Premises prior to the Construction Commencement Date at reasonable times and upon reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Premises as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, soils, biological, cultural, historical, boundary or geotechnical matters. Tenant is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Premises (including, without limitation, any city, county state or federal agency) in regards to the Premises and the System.

9. Alterations and Construction Rights.

- 9.1. Tenant may, at its expense, and subject to the written consent of Landlord and in compliance with applicable laws, remove and/or alter any existing improvements on the Premises. Subject to the foregoing, Tenant may make such alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in connection with the installation of the System, including without limitation installation of interconnection facilities, fencing, security devices and/or signage, and excavating, grading, leveling or otherwise modifying the Land where the Premises are located. Prior to the Construction Commencement Date, Tenant will provide Landlord with a proposed site plan for the System. Tenant shall use commercially reasonable efforts to incorporate any comments provided by Landlord; provided, that Tenant shall not be required to make changes to the design of the System that would materially increase the cost to construct the System or reduce anticipated production from the System. If Landlord does not respond to Tenant's submission of a proposed site plan within ten (10) business days, Landlord shall be deemed not to have comments. Landlord shall sign and deliver all applications and other documents, and shall take all such other actions, as are reasonably requested by Tenant in connection with obtaining any land use change permits or other approvals as Tenant shall deem necessary or desirable in connection with the operation of the Premises.
- 9.2. Landlord will be solely responsible for the cost of relocating the existing trailhead located on the Premises, including the costs of constructing any additional roads required for access to such trailhead.
- 9.3. Tenant acknowledges that, other than the obligations of Landlord in this Section 9, or such other obligations as may otherwise be provided in this Lease, Tenant will have sole responsibility for satisfying any permit conditions required in connection with the System.

10. Decommissioning.

Within one hundred twenty (120) days after the expiration or earlier termination of the Term, Tenant shall completely remove all of Tenant's Property and vacate the Premises. The removal of Tenant's Property shall be completed in a manner that does not unreasonably and adversely affect the suitability of the Premises to be used for the same purposes existing as of the Effective Date, and Tenant shall leave the Premises free of any conditions created by Tenant which present a current unreasonable risk of harm to Landlord or members of the public. For the avoidance of doubt, Tenant shall have no obligation to restore any improvements demolished and removed from the Premises and shall not be required to replant any trees or farm crops removed in connection with the construction of the System. If Tenant fails to vacate the Premises in accordance with this, Landlord shall be entitled to holdover rent in the amount equal to one hundred twenty-five percent (125%) of Rent for the final year of the Term, prorated on a daily basis, for

each day that Tenant fails to so vacate the Premises. Any such holdover shall be construed as a tenancy from month-to-month.

11. Taxes.

Landlord represents that Landlord is not subject to payment of real property taxes with respect to the Land or the Premises. In the event any real property or personal property taxes are levied on the Tenant's Property, Tenant shall be solely responsible for payment of such taxes. If requested by Tenant, Landlord will reasonably cooperate with any effort by Tenant to secure available tax exemptions or abatements in connection with the System and Tenant's Property.

12. Fire or Other Casualty.

If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole and absolute discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Lease by providing Landlord with written notice of the same and vacating the Premises in compliance with Section 10 hereof. Tenant, or its successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Tenant

13. Condemnation.

13.1. If all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "Taking") with the result that, in Tenant's sole and absolute discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued use of the Premises for the operation of the System or such other use as existed at the time of the Taking (a "Total Taking"), then Tenant may terminate this Lease by providing Landlord with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 10.

13.2. If all or part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole and absolute discretion, does not constitute a Total Taking (a "Partial Taking") then (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 10, (ii) and this Lease shall continue in full force and effect with respect to the unaffected portion of the Premises. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking.

13.3. Tenant shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Landlord shall cooperate with Tenant to facilitate such participation. Neither Landlord nor Tenant shall

enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

- 13.4. If a Takings of Land and Premises occurs that results in compensation being awarded, the proceeds shall be apportioned between the Landlord and Tenant as follows: Landlord shall receive the share of any compensation awarded for a takings of the Land, but not the improvements constructed or placed by Tenant thereon, and Tenant shall receive such amounts as are awarded for the loss of use of the Premises so Taken, including any improvements constructed or placed by Tenant on the Land, and the loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses. If after giving effect to the foregoing there remain any unapportioned proceeds, they will be equitably apportioned as between Landlord and Tenant.

14. Default; Remedies.

The failure by a party hereto to perform its obligations under this Lease, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or if such failure is not capable of being remedied within thirty (30) days, then if remedial action is not commenced and diligently pursued within such thirty (30) day period, shall constitute a default hereunder (a "Default"). Following and during the continuation of an event of Default, the non-defaulting party may pursue any available remedies at law or in equity, including specific enforcement to the extent permitted by applicable law, subject to Section 24. Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default. Tenant may, in its sole and absolute discretion, elect to cure a Default on the part of Landlord, in which case Tenant shall be entitled to offset against future payments of Rent or other amounts due to Landlord hereunder the reasonable and documented out-of-pocket expenses incurred by Tenant in curing such Default.

15. Hazardous Materials

- 15.1. Tenant will not use, dispose of, or release on the Premises, or cause or permit to exist or be used, stored, disposed of, or released on the Premises as a result of Tenant's operations, any substance that is defined as a "hazardous material" or has a similar designation under applicable federal, state or local environmental laws, except in such quantities as may be required in its normal business operations and in full compliance with applicable environmental laws. Tenant shall, and shall cause its contractors to, comply in all respects with applicable environmental laws and regulations. Tenant agrees to indemnify, defend and hold harmless Landlord and its affiliates, directors, shareholders, members, managers, employees and representatives from any damages, claims, actions, demands, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or arising as a result of

any violation of environmental laws by Tenant, including without limitation any release of hazardous materials first introduced to the Premises by Tenant.

15.2. Landlord and Tenant acknowledge and agree that; other than Tenant's obligations pursuant to Section 15.1 above, Tenant will not be liable for any violations of environmental law occurring with respect to the Premises or the Land. Without limitation to the foregoing, in no event will Tenant be responsible for handling, removal, or treatment of any hazardous materials present at the Premises or the Land prior to the Effective Date, or which are brought onto the Land or the Premises or released by Landlord or its lessees, agents or contractors at any time, and no costs or liabilities incurred in connection with any of the foregoing shall be the responsibility of Tenant.

15.3. The provisions of this Section 15 shall survive termination of this Lease.

16. Indemnification.

16.1. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's affiliates, directors, shareholders, members, managers, employees and representatives (collectively "Landlord Indemnified Parties"), from and against any and all damages, claims, actions, demands, liabilities, costs and expenses (including reasonable attorneys' fees) caused by: (i) the System or the use or occupancy of the Premises by Tenant, (ii) the negligence or willful misconduct of Tenant or its employees, contractors or agents, or (iii) Tenant's breach of this Lease, except in each case to the extent directly attributable to the negligence or willful misconduct of the applicable Landlord Indemnified Party.

16.2. The provisions of this Section 16 shall survive termination of this Lease.

17. Notices.

All notices, elections, demands, requests, and other communications hereunder shall be made in writing, and shall be given by personal delivery or shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts or by email transmission with acknowledgement of receipt, in each case at the address indicated below or at such other address as may hereafter be designated in writing by either party hereto.

If to Landlord:	Town of Crested Butte Attention: Town Manager 507 Maroon Avenue P.O. Box 39 Crested Butte, CO 81224
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If to Tenant: Gunnison County Electric Association
 Attention: CEO
 37250 US Hwy 50
 Gunnison, CO 81230

All notices sent in accordance with the above will be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by reputable overnight, express courier, then on the next business day immediately following the day sent, (iii) if sent by registered or certified mail, then on the day actually received, or (iv) if sent by email, then on the day when receipt is acknowledged.

18. Easements.

18.1. Landlord if necessary and subject to the limitations of this Paragraph 18.2 shall grant to Tenant during the Term of this Lease (a) an exclusive easement on, over and across the Land and any adjacent property owned by Landlord for access to solar irradiance by all parts of the System at all times of the day ("Solar Easement"), (b) a non-exclusive easement over, on and across the Land and any adjacent property owned by Landlord for ingress and egress to and from the Premises for the development, construction, use, maintenance, operation and repair of the System or for any other use permitted by this Lease, including the right to install, use and improve an access road for such purposes ("Access Easement"), (c) a non-exclusive easement over, on, under and across the Land and any adjacent property owned by Landlord for the development, construction, use, maintenance, operation and repair of electric transmission and distribution lines, wires, poles, towers, electrical transformers, substations, interconnection and switching equipment and facilities, and related foundations and footings, and other facilities and equipment for the collection, transmission and distribution of electrical power from the System ("Interconnection Easement," and together with the Solar Easement and Access,"), (d) an easement for any and all encroachments of Tenant's Property onto Landlord's adjacent property ("Encroachment Easement"), and (e) an easement over, under and across the Landlord's adjacent property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the System (the "Visual Easement," and together with the Solar Easement, the Access Easement, the Interconnection Easement, and the Encroachment Easement, the "Easements.")). The Easements are temporary and shall terminate upon the expiration or earlier termination of this Lease. The Easements shall run with and against the land during the Term of this Lease and be binding upon and against Landlord and its successors, assigns, licensees and lessees, and may be recorded in the County records against the Land and/or any property adjacent to or in the vicinity of the Premises. During the term of this Lease, the Easements shall inure to the benefit of Tenant and its permitted transferees, successors and assigns. The easements specified herein shall be agreed to and finalized by separate written agreement at the completion of construction and based

on actual as-built drawings of System and in conformance with the Site Plan approved by Gunnison County.

- 18.2. Additionally, if requested by the utility to which the System is interconnected (the "Utility") or the provider of telecommunications service to the System (the "Telecommunications Provider"), Landlord will grant directly to the Utility or Telecommunications Provider, using each of their standard forms, such easements as may be reasonably necessary to facilitate the development, construction, use, maintenance, operation and repair of the System, or otherwise in connection with Tenant's use of the Premises during the Term.

19. Non-Disturbance Agreements.

Landlord shall use reasonable efforts to cause any beneficiaries of any mortgages/deeds of trust, or any other parties with rights in, or interests secured by Landlord's interest in, the Land or any other property owned by Landlord which is subject to an Easement benefiting Tenant (collectively, "Landlord's Land") as of the Effective Date, to enter into an agreement with Tenant in form and substance reasonably acceptable to Tenant and Tenant's Financing Parties confirming such party will not disturb or extinguish Tenant's possession and use of the Premises pursuant to this Lease or any of Tenant's other interests in Landlord's Land or the Premises under this Lease or the Easements. Additionally, and without limitation to Section 23 below, in the event any right or interest in the Premises or Landlord's Land is granted to any party after the Effective Date, Landlord will deliver prior to the effective date of such right or interest an agreement for the benefit of Tenant and Tenant's Financing Parties in form and substance reasonably acceptable to Tenant and Tenant's Financing Parties pursuant to which such party subordinates its rights or interests in Landlord's Land to this Lease, and agrees that such party will not disturb or extinguish Tenant's possession and use of the Premises pursuant to this Lease or any of Tenant's other interests in Landlord's Land or the Premises under this Lease or the Easements.

20. Landlord's Representations and Warranties.

Landlord hereby represents and warrants to Tenant that: (a) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Lease; (b) the execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Landlord is a party or by which the Premises or any part thereof is bound; (c) to Landlord's knowledge, no hazardous or toxic substances have been released or manufactured, or are present on the Premises in amounts in excess of the lawful limit absent a permit, and no underground storage tanks (whether or not abandoned) exist on or under the Premises; (d) Landlord has not received any notice of zoning change or legal, regulatory or other noncompliance relating to the Premises, or of any possible widening of the streets abutting the Premises; (e) Landlord has not received any notice of proposed curtailment of utility services to the Premises; (f) to Landlord's knowledge, and with the exception of Gunnison County land use regulations, the Premises are free from any recorded or unrecorded use or occupancy restrictions or declarations of

restrictive covenants, and there are no existing liens, mortgages, or deeds of trust encumbering all or any part of the Premises; (g) there are no service or maintenance contracts affecting the Premises; (h) there are no delinquent or outstanding taxes, liens or other impositions levied or assessed against the Premises or any larger parcel of property of which the Premises is a part; (i) to Landlord's knowledge and except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Premises, whether written or oral, recorded or unrecorded; (j) Landlord is a Colorado municipal corporation under the laws of the state of Colorado and the undersigned representatives of Landlord have full power and authority to execute and deliver this Lease; (k) there is no underground septic system or leach field located upon the Land; (l) to Landlord's knowledge, there are no wells, dry wells, exploration wells or monitoring wells on the Land; (m) to Landlord's knowledge, no person or entity has buried any refuse, construction materials, garbage or any other matter of any kind or nature below the surface of the Land, (n) to Landlord's knowledge, the Land does not support or affect any endangered species and is not within an area that is subject to any "environmentally sensitive" or "non- disturbance" designation under any law or zoning ordinance, and (o) to Landlord's knowledge, no portion of the Land includes any archeological site, burial site, artifact or other condition of archeological, tribal or historical significance.

21. Insurance.

During the Term, Tenant shall maintain insurance on the terms set forth below, at Tenant's cost and expense:

- 21.1. Commercial general liability insurance covering Tenant and System operations, written on "occurrence" policy forms, including coverage for premises/operations, products/completed operations, blanket contractual liability, and personal injury, with coverage limits of no less than \$1,000,000 for any one occurrence and \$2,000,000 general aggregate.
- 21.2. Automobile liability insurance covering Tenant, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. To the extent Tenant does not own any automobiles, contingent liability for hired, leased and non-owned automobiles may be obtained through endorsement to the general liability policy required in Section 21.1 above.
- 21.3. Workers' compensation insurance in accordance with statutory requirements at any time in which Tenant has employees, including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which Tenant is required by applicable law to provide for loss resulting from injury, sickness, disability or death of each of their employees.

- 21.4. Umbrella or excess liability insurance with limits of not less than \$5,000,000 per occurrence and annual aggregate (inclusive of the coverage requirements and limits required in Section 21.1) covering Tenant and System operations, and with a term concurrent with that of the commercial general liability insurance and automobile liability insurance required in Sections 20.1 and 20.2 above. The umbrella or excess liability insurance shall include as insured all persons or entities that are named as additional insureds under Tenant's commercial general liability insurance.
- 21.5. All liability policies required by this Section 21 are maintained by the Tenant or on behalf of the Tenant shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured and shall not contain an exclusion for cross liability.
- 21.6. Landlord shall be named as additional insureds under the commercial general liability insurance and umbrella/follow form excess insurance required above.
- 21.7. Upon Landlord's request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under this Section.

22. Landlord Covenants.

From and after the Effective Date until the expiration or earlier termination of the Term:

- 22.1. Landlord shall not, without the prior written consent of Tenant, (i) institute or apply for any rezoning of the Premises; (ii) encumber, pledge, sell, grant and/or assign, sublease, mortgage or otherwise transfer the Premises; or (iii) cause or permit the violation of any applicable laws, rules, regulations or ordinances applicable to the Premises
- 22.2. Landlord will not cause or permit any activities or conditions on the Land or any adjacent properties owned by Landlord as identified by the easements and as-builts in accordance with Section 18 above that would impair operation of the System or access of the System to sunlight, including, without limitation, erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures (other than structures existing as of the Effective Date) that may diminish the quantity of sunlight that otherwise would reach the Premises or that may cause shade or shadows upon the Premises or any portion thereof, and Landlord shall not emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation on the Premises, or burn or permit the burning of garbage, plant, shrub, and yard trimmings or other vegetation that could adversely affect insolation levels on the Premises. Upon written notice from Tenant, Landlord shall promptly remove any uses or improvements on any property owned or controlled by Landlord adjacent to in violation of the easements specified in Section 18 above (other than structures

existing as of the Effective Date) that Tenant reasonably determines violate the requirements of this Section. If Landlord does not remove such uses or improvements within thirty (30) days after notice thereof from Tenant, Tenant shall have the right to cause such uses or improvements to be removed and deduct the cost thereof from any amounts owed to Landlord under this Lease.

- 22.3. Landlord shall promptly give Tenant a copy of any notice of any kind received by Landlord regarding the Premises.

23. Memorandum of Lease.

- 23.1. Within five (5) days following Tenant's request, Landlord and Tenant shall execute a memorandum of this Lease in recordable form setting forth, at minimum, the following provisions of this Lease: (a) all information required by law, (b) restrictions on transfers, (c) the Term of the Lease, (d) the existence of the Easement rights granted to Tenant hereunder, and (e) such other provisions of this Lease as the parties may mutually agree to incorporate therein. Tenant shall cause the memorandum of lease to be recorded in the County records against the Land and any other property of Landlord (if applicable).

24. Assignments; Transfers.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, subject to the following terms and conditions:

- 24.1. Tenant may not assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior written consent; provided, that Tenant may without Landlord's consent collaterally assign or mortgage its rights under this Lease (which for the avoidance of doubt shall be limited to the leasehold estate granted by this Lease and not the fee simple interest of Landlord in the Premises) in accordance with Section 25. Upon a permitted assignment of its entire interest in this Lease to a party that expressly assumes in writing all obligations of Tenant under this Lease arising after the effective date of the assignment, Tenant shall be released or discharged from all of its covenants and obligations under this Lease, except such obligations as shall have accrued prior to the effective date of any such assignment or transfer, and Landlord agrees to look solely to Tenant's assignee for performance of such obligations. Any assignment made by Tenant in violation of this Section 24.1 will be void.
- 24.2. Landlord shall not sell, pledge, mortgage or otherwise transfer the Premises, the Land or any portion thereof (collectively, a "Landlord Transfer"). Without limitation to the foregoing, this Lease shall run with the land and survive any such Landlord Transfer, and any Landlord Transfer shall be expressly made subject to this Lease.

25. Financing Party Protections.

Tenant may pledge, sell, grant and/or assign, sublease, mortgage and otherwise transfer (each, a "Tenant Transfer") this Lease or Tenant's leasehold interest in the Premises and the Easements (which for the avoidance of doubt shall be limited to the leasehold estate granted by this Lease and not the fee simple interest of Landlord in the Premises), in whole or in part, without Landlord's prior consent, in connection with the financing or re-financing of the System or Tenant's Property. If Tenant shall notify Landlord in writing of the existence of, and contact information for, any third party (including, without limitation, any tax-credit equity providers) with a security interest or other interest in the Lease or the System, whether via a collateral Tenant Transfer or otherwise (any such third party, a "Financing Party"), then the following provisions shall apply until such time as Landlord shall receive written confirmation that such Financing Party's interests in this Lease, the System or the Premises are released:

- 25.1. No assignment, amendment, election by Tenant to terminate or other modification of this Lease shall be effective unless approved by the Financing Party in writing. In the event Tenant acquires fee ownership of the Land, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Lease with the fee without the prior written consent of the Financing Party, which consent may be granted, conditioned or withheld in the Financing Party's sole and absolute discretion.
- 25.2. Landlord shall provide each Financing Party with copies of any notice of Default sent to Tenant. Each Financing Party will have a period equal to the greater of (i) sixty (60) days from such notice, and (ii) thirty (30) days after the period for cure of such Default permitted by this Lease ("Financing Party Cure Period"), during which it may, in its sole and absolute discretion, cure such Default on Tenant's behalf. In the event that cure of any Default would require possession of the Premises, and if the Financing Party has initiated foreclosure proceedings to acquire the leasehold estate of Tenant, the Financing Party Cure Period shall be extended until Financing Party has completed such foreclosure proceedings and acquired Tenant's leasehold estate provided Financing Party is diligently pursuing such foreclosure. Notwithstanding anything in this Lease to the contrary, Landlord may not terminate this Lease or exercise any other remedy as a result of a Tenant Default until the expiration of the applicable Financing Party Cure Period. No notice shall be effective against a Financing Party unless and until actually received by such Financing Party.
- 25.3. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as the Rent and all other obligations of Tenant hereunder are paid or performed by or on behalf of Tenant or the Financing Party in accordance with the terms of this Lease.
- 25.4. Subject to Section 24.2, if this Lease is terminated pursuant to a Tenant Default, Landlord shall, if requested by Financing Party, enter into a new lease with Financing Party or its nominee on the same terms as set forth herein, and for a term equal to the then-unelapsed portion of this Lease. Such new lease shall be effective as of the date of termination of this Lease. If more than one Financing

Party makes a request for a new lease pursuant hereto, the new lease shall be delivered to the Financing Party with the security interest in this Lease which is prior in lien, and the request of any Financing Party without a security interest in this Lease or whose lien is subordinate shall be void and of no further force or effect.

- 25.5. A Financing Party shall have the right, subject to the terms and conditions of this Lease: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Tenant's Property, the leasehold estate or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party, and no such exercise of rights by a Financing Party will be a Default under this Lease or give rise to a right of termination thereof. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate or subleasehold estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure.
- 25.6. Subject to the terms and conditions hereof, Landlord hereby waives any lien, security interest, or claim of any nature that Landlord now has or may hereafter have by statute, rule, regulation, common law, agreement or otherwise, in and to Tenant's Property and other of Tenant's property that is or may be from time to time hereafter located at the Premises and/or the Landlord's adjacent property as specified in Section 18 above, , and to which Tenant at any time has granted or will grant a security interest to a Financing Party (all such property and the records relating thereto shall be hereafter called the "**Collateral**"). Landlord recognizes and acknowledges that any claim or claims ("**Claims**") that a Financing Party has or may have against such Collateral by virtue of any lien or security interest are superior to any lien, security interest, or claim of any nature that Landlord now has or may hereafter have to such Collateral by statute, rule, regulation, common law, agreement or otherwise. The waiver provided for herein shall be effective until the discharge of the Claims. Landlord further agrees to notify any purchaser of the Premises and/or the Landlord's adjacent property, as specified in Paragraph 18 above and any subsequent mortgagee or other encumbrance holder of the existence of the foregoing waiver of Landlord's lien rights, which shall be binding upon the executors, administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of a Financing Party. Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Financing Party from the Premises for the purpose of inspecting the Collateral.
- 25.7. Landlord agrees to execute and deliver such documents and instruments, including, without limitation, an amendment to this Lease, an amendment to any recorded memorandum of lease or a subordination agreement or consent to assignment, as may be reasonably requested by a Financing Party or in furtherance of a Tenant Transfer related to the financing or re-financing of the System, to allow such

Financing Party reasonable means to protect or preserve the System or its collateral interest in the Lease; provided, that Landlord shall not be required to amend this Lease in any way that would extend the Term, decrease the Rent or otherwise in any material respect adversely affect any rights of Landlord.

25.8. Each Financing Party is an express third-party beneficiary of the provisions of this Section 25.

26. Estoppel.

Upon the request of either party (or any Financing Party), the non- requesting party shall deliver to the requesting party a certificate setting forth the material terms of the Lease, the existence of any Default under the Lease, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by the requesting party.

27. Brokerage Commission.

Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction. Landlord and Tenant each hereby indemnify and save the other harmless from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

28. Governing Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, and any disputes arising from or relating to this Lease shall be construed, governed and interpreted and regulated under the laws of such state. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

29. Interpretation; Amendment.

The terms of this Lease shall not be amended, restated, changed or otherwise modified except in a writing signed by Landlord, Tenant and any Financing Party, if applicable. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

30. Integration; Anti-Merger.

This instrument, including the attached Exhibits, contains the complete agreement of the parties regarding the subject matter of this Lease, and there are no oral or written

conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. This Lease shall continue until the expiration or termination of the Lease and Term, and shall not be extinguished by operation of law pursuant to the acquisition by a single party of the interests in both Tenant and Landlord hereunder.

31. Exclusive Control; Quiet Enjoyment.

Tenant shall have exclusive control, possession, occupancy, use and management of the Premises on and after the Construction Commencement Date, and Landlord shall warrant and defend Tenant's right to quietly hold and enjoy the Premises in accordance with this Lease. Tenant, and its agents, guests, subtenants and designees, and any Financing Party, shall have access to the Premises at all times after the Construction Commencement Date, and neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder. For the avoidance of doubt, this Lease does not convey any subsurface oil, gas, mineral, liquid or other subsurface rights (collectively, "**Mineral Rights**") to Tenant; provided, however, that Landlord shall not engage in, and shall not permit, any activity, including, without limitation, the extraction of minerals, oil, gas, liquid or other substances, if such activity could result, in Tenant's sole and absolute discretion, in a failure of subsurface support for the Premises or otherwise impair or adversely affect in any manner Tenant's Property or Tenant's use of the Premises. The foregoing sentence shall be a covenant running with the Land binding upon any party owning any interest in, or rights to develop or use such Mineral Rights.

32. Waiver.

The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Lease.

33. Nonrecourse.

The performance of this Lease by Landlord and Tenant shall be secured by their respective interests in the Premises. Except for such interests in the Premises, neither Landlord's, nor Tenant's property or assets (including without limitation Tenant's Property), shall be subject to levy, execution or any other enforcement procedure in connection with the satisfaction of liability under this Lease.

34. Consents; Further Assurances.

Each party shall execute and deliver such further documents and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Lease, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned, and except as may

otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

35. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile were an original thereof.

36. Survival.

Upon the expiration or earlier termination of this Lease in accordance with its terms, this Lease shall cease to have force and effect, except for those provisions that expressly survive termination, or which by their nature would be required to survive termination to achieve the parties' intent with respect thereto.

37. Attorneys' Fees.

In the event of any dispute under this Lease, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

38. Tax Credits.

If under applicable law the holder of a leasehold interest in the nature of that held by Tenant or Tenant's assignee becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Landlord and Tenant shall work in good faith to amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Premises to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive.

39. No Additional Obligations.

Except as expressly required in the Lease, Tenant shall not be obligated to pay any amount as rent, additional rent, expense reimbursements, real property taxes, transaction privilege taxes or otherwise.

40. No Third-Party Beneficiaries.

Except for any Financing Party in accordance with Section 25, or any Tenant Indemnified Party or Landlord Indemnified Party entitled to indemnification, no provision of this Lease is intended to inure to the benefit of any third party so as to constitute such third party a third-party beneficiary of this Lease

41. Consequential Damages Waiver.

NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDLORD AND TENANT HEREBY WAIVES, ANY CONSEQUENTIAL, INCIDENTAL AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, IN CONNECTION WITH THIS LEASE. THE FOREGOING LIMITATION WILL NOT BE CONSTRUED AS LIMITING THE INDEMNIFICATION OBLIGATIONS OF TENANT WITH RESPECT TO THIRD PARTY CLAIMS.

42. Specific Performance.

To the extent permitted by applicable law, and without waiving any of Landlord's governmental immunity, Tenant shall have the right to specific enforcement of this Lease, in addition to Tenant's other remedies at law, in equity or under this Lease.

43. Time is of the Essence.

The Parties agree and acknowledge that time is of the essence in the performance by each Party of its obligations herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the Effective Date.

LANDLORD:

TOWN OF CRESTED BUTTE

Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

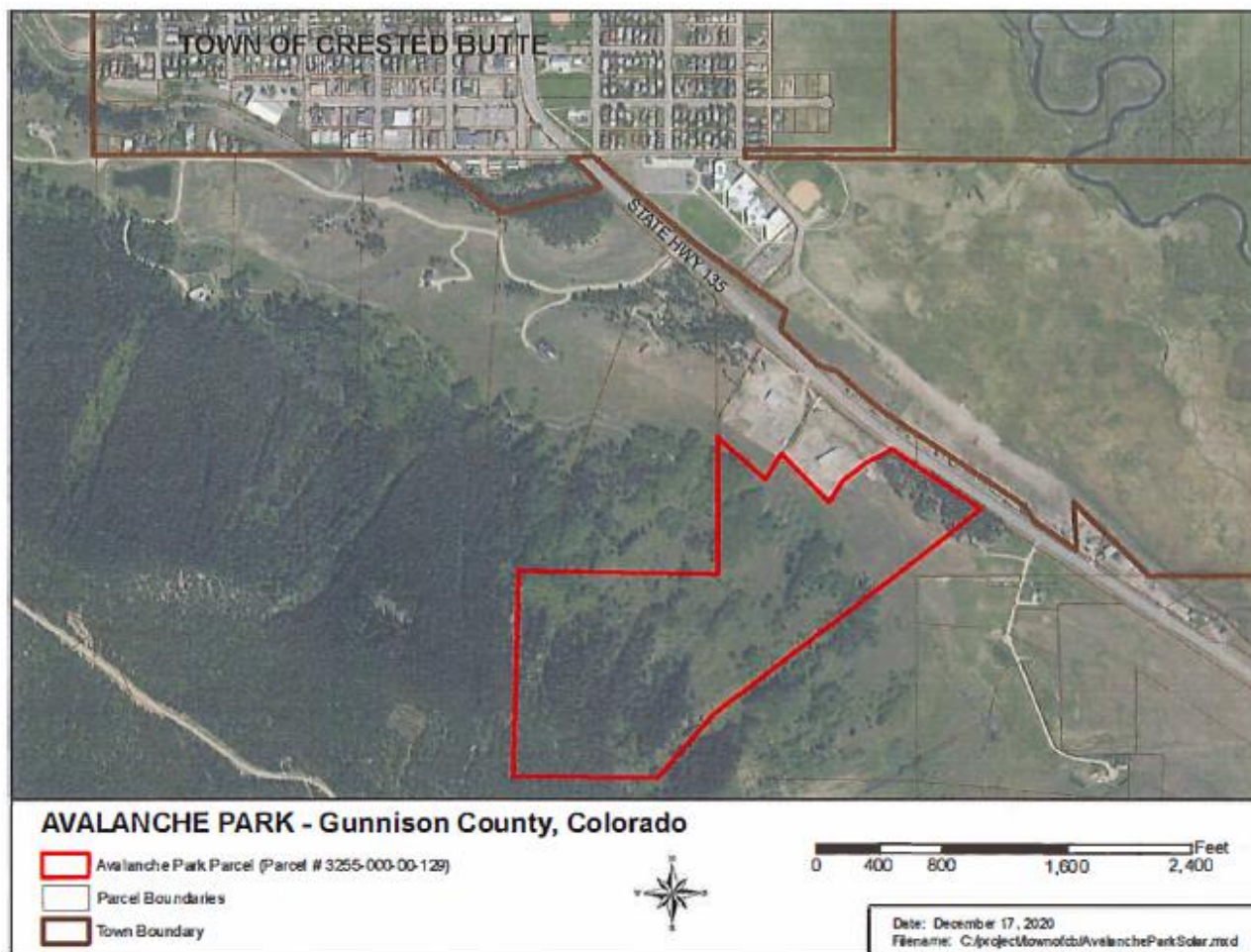
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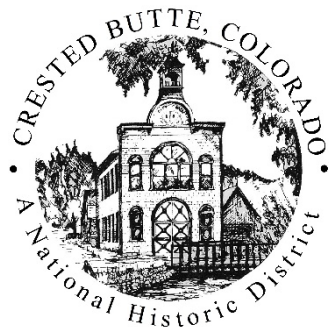
GUNNISON COUNTY ELECTRIC ASSOCIATION

By: _____
_____, _____

EXHIBIT A-1 LAND

A tract of land in Gunnison County, Colorado identified as parcel# 32-5500-000-129 and located within the north $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 11, and the south $\frac{1}{2}$ of the south $\frac{1}{2}$ of Section 2, Township 14 South, Range 86 West, 6th Principal Meridian, as depicted below.





Staff Report

May 19, 2025

To: Mayor and Town Council

Through: Dara MacDonald - Town Manager

From: Janna Hansen - Parks, Recreation, Open Space & Trails Director

Subject: Resolution No. 11, Series 2025 - A Resolution of the Crested Butte Town Council Approving a Lease Agreement with Mountain Mentors, LLC. for Use of 620 2nd St. AKA Big Mine Warming House

Summary and Background:

Mountain Mentors, LLC., a local organization offering outdoor-based youth programming, has requested use of the first floor of the Big Mine Warming House to provide a meeting and rainy-day location for summer programming from June 8 – August 23, 2025. Mountain Mentors has leased the first floor of the Big Mine Warming House since 2021, with a shift to the Fitness Room of Town Hall during construction at Big Mine Park in 2023. CB Nordic has submitted written approval of this use. The Town supports the use of Town-owned buildings by local community-based organizations and as such would be happy to have Mountain Mentors utilize that space during the quiet summer months at Big Mine Park. The total rent will be \$2,025.00 based upon a \$1.50 per square foot per month rate.

Recommendation:

Staff recommends approving Resolution No. 11, Series 2025 as part of the Consent Agenda.

RESOLUTION NO. 11

SERIES NO. 2025

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE AGREEMENT WITH MOUNTAIN MENTORS, LLC. FOR USE OF 620 2nd St., AKA BIG MINE WARMING HOUSE

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

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

WHEREAS, pursuant to Section 713(c), when the term of such lease is one year or less, the Town Council may approve such lease by resolutions of the Town Council; and

WHEREAS, the Town Council finds hereby that approving a lease of 620 2nd St., Crested Butte for use by Mountain Mentors, LLC is in the best interest of the Town, Crested Butte residents and visitors.

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 620 2nd St., Crested Butte for use by Mountain Mentors, LLC is in the best interest of the Town, Crested Butte residents and visitors.

2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with Mountain Mentors in substantially the same form as attached hereto as **Exhibit “A.”**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2025.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"**620 2nd St. Lease Agreement (Mountain Mentors)**

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”), made and entered into this ____ day of _____ **2025**, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the “Town”) and **MOUNTAIN MENTORS, LLC.**, a Colorado corporation (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

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

1. **TERM:** This Lease shall commence as of June 8, 2025, and shall expire on August 23, 2025 (the “Term”). The Term of this lease may be extended only by a writing executed by the Town. The defined word “Term” as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

An area of approximately 540 square feet, being the space identified on **EXHIBIT A** attached hereto and incorporated herein, located at 620 2nd Street, Town of Crested Butte. Also known as the **first floor of the Big Mine Warming House** (hereafter, the “Premises”).
3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term, the sum of **\$2,025.00** for the term of the lease, based upon **\$1.50** per square foot per month, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee’s execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer, and trash and recycling removal. Lessee shall pay all charges for telephone, internet, television, and other such services.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting **administrative use and indoor activity and rest space for outdoor youth programming**. Lessee shall at all times properly maintain the Premises, fixtures, and furnishings located therein, and at its sole cost make all necessary day-to-day repairs needed to preserve the interior walls, floor, ceiling, and

doors of the Premises, the fixtures and furnishings in good working order and condition. All such repairs or replacements shall be of a kind and quality, and shall be done in a good workmanlike manner.

- (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation, painting the Premises, without the prior written permission of the Town. Lessee shall secure the Premises with a key provided by the Parks and Recreation Director. Lessee shall not make additional copies of the key for the Premises. Lessee shall return the Premises to the Town in good condition at the expiration or earlier termination of this Lease, ordinary wear and tear excepted.
 - (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption, and use of controlled substances within Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
 - (d) Lessee occupancy shall not exceed 49 people at any time including staff and patrons.
 - (e) Lessee use is restricted to the downstairs of the Premises excluding closets locked and designated for other purposes.
 - (f) Lessee shall cause the restrooms to be maintained such that, without limitation, all toilets, sinks and other facilities are kept obstruction free and clear from debris, clothing and other articles that could cause such facilities to become clogged and otherwise function improperly.
 - (g) Lessee shall at all times use best efforts to cooperate with any other tenants in the building and the Town.
6. **JANITORIAL:** 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 janitorial and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the Premises shall be stored in the Premises or in an external, wildlife proof dumpster to be picked up by a vendor of the Lessee's choice and expense. Lessee agrees to maintain and clean the premises including bathrooms, common areas and entryways within the building where the Premises are located once per week. Lessee agrees to replace all light bulbs as needed in the Premises. All light fixtures shall have compact fluorescent light bulbs.
7. **SIGNS:** Lessee shall be allowed to have one sign located on or near the building in which the Premises is located. Said sign shall be no more than seven (7) square feet. The design and placement of the sign shall be approved by the Board of Zoning and Architectural Review.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the west and north of the Premises. Lessee shall not park more than one (1) vehicle overnight in said parking lot.

9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any reasonable hour to inspect and make repairs to the same. The Town or its representative may show the Premises to prospective tenants, upon reasonable advance notice to Lessee. In the event of an emergency, the Town and/or its representatives shall be entitled to access the Premises with or without notice to Lessee.
10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.
11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **SECURITY DEPOSIT:** Lessee agrees to pay the Town the sum of **\$250.00** to be used as security for Lessee's faithful performance of the terms and obligations of this Lease. Said amount shall be paid at the time of Lessee's execution of this Lease. This deposit shall be held by the Town during the term. The security deposit shall not bear interest. The Town shall be entitled to apply any of the security deposit to the repair of damages caused to the Premises by Lessee or on account of Lessee's use thereof, and/or to pay for cleaning of the Premises. In the event the Town determines that it is necessary in its reasonable judgment to have the Premises cleaned or repaired during the Term, or after the expiration or earlier termination of this Lease, such cleaning or repairs shall be performed at Lessee's sole cost and expense. Any amount paid out of the security deposit during the Term shall be reimbursed by the Lessee to the Town within five (5) days. At no point will the security deposit on reserve be less than \$250.00. The security deposit shall not be deemed to be the total amount for which the Lessee shall be responsible to the Town in the event of damages to the Premises. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed under this Lease. Within thirty (30) days following the expiration of the Term or sooner termination of this Lease, the Town shall either return the security deposit or, as required by Colorado law, provide Lessee with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any between the amount of the security deposit and the damages claimed by the Town.
13. **TELEPHONE:** The Town shall be responsible for providing telephone service lines to the building. Lessee shall be responsible for placing lines from the main switch box on the building to the Premises. Lessee shall use no more than three (3) separate telephone lines within the building. Lessee shall be responsible for causing any necessary television or other cable lines to be placed for service to the Premises. Any such placement shall not cause damage to the Premises and/or building.
14. **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 Lessee. Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.

15. ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS: In

consideration for the Town leasing the Premises to Lessee, Lessee, its members, managers and officers (collectively, "Releasor/Indemnitor") hereby acknowledge and agree to the following:

(a) Releasor/Indemnitor 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 attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");

(b) Releasor/Indemnitor hereby waives any claims, and hereby releases, Releasee/Indemnatee against and from any and all Claims arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor and/or Releasee/Indemnatee; and

(c) Releasor/Indemnitor shall indemnify, defend and hold harmless Releasee/Indemnatee from and against any and all Claims of Releasor/Indemnitor, Releasee/Indemnatee or third parties, any of them, including, without limitation, employees, agents and contractors of Releasor/Indemnitor, Releasee/Indemnatee or any of their invitees, guests, trespassers or otherwise on the Subject Property, arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Indemnitor, Releasee/Indemnatee or third parties

16. TOWN NOT LIABLE: Unless due to the gross negligence of the Town, the Town shall not be liable for any damage or injury which may be sustained by Lessee or any other person resulting from any reason or cause whatsoever, including, but not limited to, as a consequence of the failure, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical or heating systems, appliances; or by reason of the elements; or resulting from, either directly or indirectly, any act of Lessee or Lessee's agents, contractors, subcontractors, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or failure, beyond the reasonable control of the Town of any services to be furnished or supplied by the Town.

17. 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 the Town 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 / \$1,000,000.00 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 the Town 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 Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, 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 Town in writing. All insurance policies shall be subject to approval by Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Town and shall provide that no act or omission of Town 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 Agreement (other than any policy of workmen's compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town 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 Town's operations and property.

(f) Insurance certificate attached hereto as "Exhibit B".

18. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
19. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles, boats and skateboards must be stored inside the Premises overnight.

Indoor furniture such as couches, tables and chairs will not be used or stored outside the Premises at any time.

20. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County, federal land management agencies and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation.
21. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.

22. **SURRENDER OF PREMISES:** The Town shall have the sole discretion as to whether to renew the Lease and shall have the right to change the terms and conditions contained herein, including, without limitation, the rent. Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises in as good as state and condition as received, reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall cause the carpet in the Premises to be professionally cleaned at the time of vacating the Premises, and shall remove all debris and personal property at its own cost.
23. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** The Town shall keep the remainder of the building in which the Premises is located and the exterior thereof in good repair. The Town shall make such structural repairs as are necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities serving the building, unless such repairs are caused by the acts or omissions Lessee, its officers, agents, contractors, subcontractors, employees, customers, invitees, guests or visitors, in which case the Lessee shall pay for such repairs.
24. **DESTRUCTION:** In the event the Premises are damaged in any manner that renders them untenable as a result of the acts or omission of Lessee or any person whose actions are imputable to Lessee, then Lessee shall continue to remain liable for the rentals called for hereunder through the remainder of the Term. If the damage has occurred that renders the Premises untenable through no fault of the Lessee, and the damage cannot be remedied within thirty (30) days, then either party can terminate this Lease. During the period that the Premises are untenable, rental shall abate so long as the damage was not caused by Lessee. In the event the damage was caused by Lessee or by persons or entities attributable to Lessee then rent shall continue to be paid monthly by Lessee regardless of whether Lessee can occupy the Premises.
25. **SUBORDINATION; ATTORNEY-IN-FACT:** This Lease is subject and subordinate to all present and future mortgages or deeds of trust affecting the Premises, and to any and all advances made, or that may be made on account of such mortgage or deed of trust to the full extent of the principal sum or sums secured, or intended to be secured, in the interest due thereon. Lessee agrees upon the request of the Town, to execute and deliver any and all instruments that the Town may reasonably deem necessary or advisable to be executed in respect to this provision. The failure of Lessee to execute and deliver any and all such instruments, shall afford the Town the power to execute and deliver any such instrument or instruments in the name of and on behalf of Lessee and Lessee's failure to so deliver shall constitute a default under this Lease.

26. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received; (ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224
Facsimile: (970) 349-6626

LESSEE: Mountain Mentors
P.O. Box 2398
Crested Butte, CO 81224

Notice 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.

27. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
28. **ATTORNEYS' FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary of advisable, the prevailing party in such effort shall be entitled to reasonable attorneys' fees, as well as all related costs and expenses.
29. **NO 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 herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
30. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
31. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity

of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.

32. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.
33. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.
34. **COUNTERPARTS; FASCIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

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

TOWN OF CRESTED BUTTE,
Colorado home rule municipality

By: _____
Dara MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

MOUNTAIN MENTORS

By: _____
Name: _____
Title: _____

EXHIBIT A

Premises

EXHIBIT B

Insurance Certificate

2ND ST

Exhibit A
Big Mine Warming House, 1st Floor
620 2nd Street
Crested Butte, CO 81224

325503157011

325503156010

325503161001

325503160013

10 m
20 ft

Reports

Parcel

96

PARCEL INFORMATION TABLE

Selected Account	R027736 (Click for Complete Card)
Parcel Number	3255-031-56-010
Account Type	Exempt
Physical Address	/
LEA	PARKS, RECREATION, OPEN SPACE (29991)
Subdivision	CRESTED BUTTE (TOWN OF)
Lot/Block	17-27 / 40
Tax District	200
Acres	1.424
Number of Buildings	
Total Above Grade Sq Ft	0

OWNERSHIP INFORMATION

Name	CRESTED BUTTE TOWN OF
Mailing Address	PO BOX 39 CRESTEDBUTTE, CO 81224-0039

VALUATION SUMMARY

Total Current Value	\$1426920
Current Assessed Value	\$413810
Mill Levy	67.759
Last Year's Property Taxes	\$0.00

LAST 2 SALES

Date	Amount	Qualified Sale
0000-00-00	\$0	N/A

Parcel List

Legend

Measure



Staff Report

May 19, 2025

To: Mayor and Town Council

Prepared By: Jessie Earley, Planner III

Thru: Dara MacDonald, Town Manager, Mel Yemma, Community Development Director

Subject: A Resolution Establishing Expedited Development Review Policies for Future Affordable Housing Projects

Summary

The Town of Crested Butte is applying to the Department of Local Affairs (DOLA) for a \$50,000 incentive to help support the upcoming Five-Year Housing Strategy, as one of the next steps from the Community Plan (CP).

Background

Proposition 123 was approved by Colorado voters in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments, as defined by CRS-29-32-104. The Town has established a baseline and committed to increasing affordable housing in accordance with Proposition 123. To apply for the funding through DOLA, the Town must show proof of adoption of an expedited development review process specific to affordable housing. This resolution helps to establish this proof.

Discussion

Currently, the development review process for BOZAR is 60 days. This resolution states this and then gives a maximum of 90 days for extenuating circumstances. As a relational comparison, other resort communities can at times be six months to one year out to get into the queue when a complete application is submitted for their commission's development review.

Climate Impact

No known impact.

Financial Impact

Funding from DOLA would help to create the Five-Year Housing Strategy, which would take the burden off the Town's budget.

Legal Review

This action complies with the Town Charter and Municipal Code requirements.

Recommendation

Staff recommend that the Town Council approve the resolution as part of the consent agenda.

Proposed Motion

A Councilmember make a motion followed by a second “to approve Resolution 12, Series 2025 for establishing expedited development review policies for future affordable housing projects” as part of the consent agenda.

**RESOLUTION NO. 12
SERIES NO. 2025**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ESTABLISHING
EXPEDITED DEVELOPMENT REVIEW POLICIES FOR FUTURE AFFORDABLE
HOUSING PROJECTS**

WHEREAS, the voters of Colorado approved Proposition 123 in 2022 creating the State Affordable Housing Fund to make certain funds available to local governments as defined by CRS-29-32-104; and

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 Town has adopted zoning, and, recognizes the importance of allowing affordable and attainable housing to be developed for its workforce and its residents; and

WHEREAS, the Town has set a baseline and commitment to increase affordable housing as defined in Proposition 123; and

WHEREAS, the Town’s current process for reviewing proposed housing projects is typically completed within 60 days per application; and

WHEREAS, the Town also creates a policy for expedited review to ensure that affordable housing projects are always reviewed and a decision rendered within 90 days of a complete application.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, CREATES THE FOLLOWING POLICY FOR THE USE OF PROPOSITION 123 FUNDING:

1. The Council authorize staff to assist with policy implementation and applying for future funding on behalf of the Town of Crested Butte for the development of affordable housing as defined by CRS-29-32-104.
2. The Council establish a formal policy that any complete application received by the Town for an affordable housing development will be placed on the next available agenda once proper public notice has been posted and a decision rendered on the application within 90 days to ensure an expedited and timely review of the affordable housing project.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 19th DAY
OF MAY, 2025.

TOWN OF CRESTED BUTTE

By: _____
Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Memo

May 19, 2025

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Subject: Endorsement Letter for Dara MacDonald to run for CML Executive Board

Summary:

I am seeking an endorsement letter from the Town Council in my bid to run for election to the CML Executive Committee.

Background:

Colorado Municipal League (CML) is now accepting applications for members interested in running for the CML Executive Board. Applications accepted starting April 7 through Friday, May 23 by 5 p.m.

Per CML bylaws, half of the 20 elected board seats have terms ending this year and will be on the ballot in June.

There are 10 board seats that will be on the ballot:

- Largest Category (*Population 250,000+*): Two positions (one for a two-year term, one for a one-year term)
- Large Category (*Population 50,000–249,999*): Three positions (two-year terms)
- Medium Category (*Population 8,000–49,999*): Three positions (two-year terms)
- Small Category (*Population <8,000*): Three positions (two-year terms)

Candidates meeting all qualifications will be placed on the slate by the CML Nominating Committee and be voted on by the membership at the CML Annual Business Meeting on Thursday, June 26 during the 103rd CML Annual Conference in Breckenridge. Voting procedures will be outlined in the “Notice of Annual Business Meeting,” which will be sent to all member municipalities before the conference.

CML Executive Board members are elected at-large, meaning each member municipality can vote for candidates in all population categories.

Application procedure:

CML bylaws require that Executive Board members be elected or appointed officials of member cities and towns. To be nominated for a board position, an official must:

1. Submit an application to the Nominating Committee; applications must be received by Friday, May 23 at 5 p.m.
2. Obtain and submit a written letter or resolution signed by the mayor (or appropriate substitute, if needed) affirming the endorsement of the applicant's candidacy by the city council or board of trustees, also by Friday, May 23.

Discussion:

As an employee in Colorado municipal governments for more than 20 years, I have many years of working with CML and utilizing the services offered by CML for the members. Through my involvement on the CML Policy Committee for several years I have come to appreciate the processes utilized to involve members in the development of the CML policy positions, exploration of ideas for initiating legislation and engagement of CML members in advance of and during the legislative session each year. I have been a board member for the Colorado Association of Ski Towns (CAST) since 2019, serving as president from 2020 to 2022. The experience of representing CAST and its 31-member municipalities provides a strong basis for a role on the CML Executive Board.

Participation on the CML Executive Board would naturally provide opportunities for networking and collaboration on issues facing Crested Butte. It would also amplify the voice of Colorado onto the statewide stage, particularly through CML's significant role in lobbying with the Governor's office and the Legislature.

Climate Impact:

None

Financial Impact:

The Executive Board does meet monthly, and they do encourage in person attendance, which would mean periodic time away from the office.

Legal Review:

None

Proposed Motion:

A Council member should make a "motion to approve the attached endorsement letter for Dara MacDonald's application to run for the CML Executive Board" as part of the Consent Agenda.

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

May 19, 2025

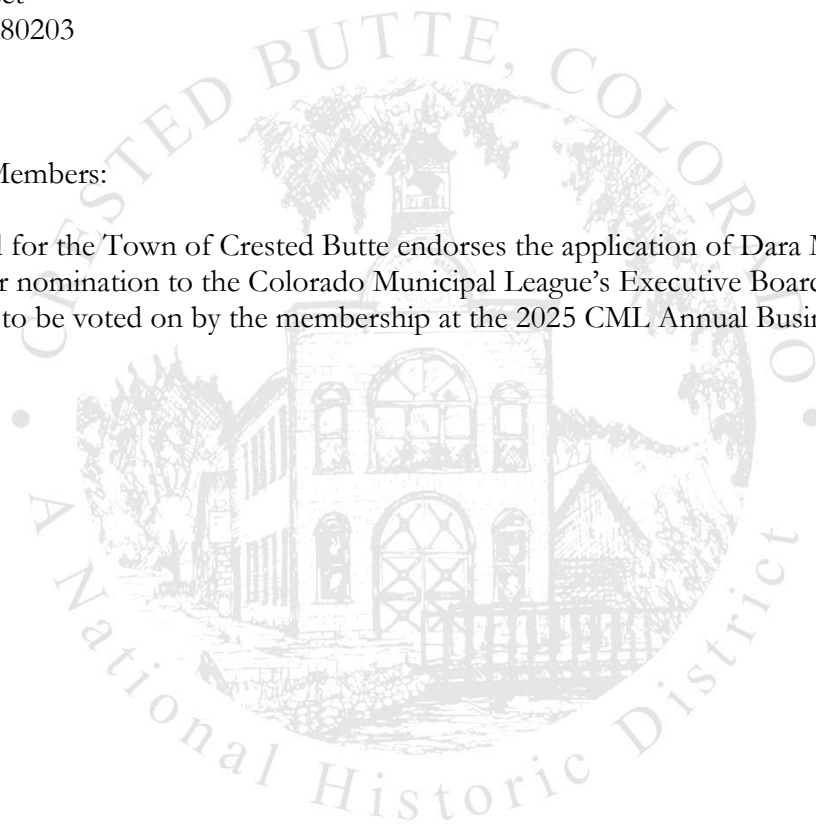
CML Nominating Committee
1144 Sherman Street
Denver, Colorado 80203
VIA EMAIL

Dear Committee Members:

The Town Council for the Town of Crested Butte endorses the application of Dara MacDonald, Town Manager, for nomination to the Colorado Municipal League's Executive Board for the slate of nominees who are to be voted on by the membership at the 2025 CML Annual Business Meeting.

Sincerely,

Ian Billick
Mayor





Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Manager's Report

Date: May 19, 2025

Town Manager

- 1) Progress update on Council's 2025 Strategic Plan – See attached overview of strategic goals and progress on specific implementation steps.
- 2) Gunnison Valley Regional Housing Authority Q1 update – See attached update from GVRHA.
- 3) Met Rec Regional Master Plan - As you likely know, [MetRec's regional recreation master plan](#) has been completed. Executive Director, Derrick Nehrenberg, has offered to attend a Council meeting and present the plan if Council so desires. Janna Hansen continues to serve on the MetRec North Valley Advisory Committee and Derrick is participating in the PROST Plan on that advisory committee. MetRec is now gearing up to initiate a regional recreation path master planning process which they would like to begin in the fall. Town staff have met with Derrick as part of the kickoff of this effort. Council should advise if they would like a presentation on the MetRec Master Plan as part of an upcoming agenda.
- 4) Town Hall remodel – As of this writing the Town Hall remodel project is nearly complete. Staff are moving back into their office spaces at Town Hall on Tuesday, May 13th. The budget for the project was \$600,000, which was offset with a grant for \$150,000 from DOLA's Energy and Mineral Impact Fund. The contractor, [Fixture Studio](#), has been great to work with. Despite the complexities inherent in any remodel and several change requests by the Town, the project is on time and under budget. The project scope included not only demolition of existing interior partitions and installation of new interior office spaces, but also necessary upgrades to electrical and communications systems to support modern utilization of the facility.

Exterior maintenance of the building will commence in the coming weeks. This project includes limited window replacements along with tuckpointing the exterior brick, repair of the parge coat and sign, and stabilization of the chimney. This maintenance work will ensure this important historic structure continues to function for the community for many years to come. Prior building assessment and design work has been funded in part by grants from the State Historical Fund (SHF). This phase of exterior work is budgeted at \$324, 498, offset with an

SHF grant of \$232,123. Staff will continue to seek grant funding to offset the cost of replacement of the remaining windows in future years.

Council members and the public are welcome to stop by any time to tour the improvements. Attention will likely turn to Jerry's Gym following completion of the PROST Plan.

- 5) Finance Director Search – At great loss to the Town, Kathy Ridgeway has decided to step away from her position as Finance Director and begin easing into retirement. Kathy has done tremendous work for the Town overseeing a huge effort to transition accounting systems and modernize many practices for the department. Her doggedness and expertise will be sorely missed. I hope that everyone will join me in wishing Kathy all the best in her retirement. I am in the process of selecting an Interim Finance Director as well as a recruitment firm to help with the search for Kathy's replacement.

Sustainability

- 1) Maternity Leave – Dannah Leeman Gore officially began maternity leave on Friday, May 9, 2025. Please direct all Sustainability requests to Dara MacDonald, Town Manager, and Alexa Luger, Sustainability CivicSpark Fellow, until her return.

Public Works

- 1) Public Works Department would like to introduce RaeMarie Barry to the team. RaeMarie will be assuming the newly formed position of Property Manager. Please join me in welcoming her!
- 2) Streets Division – Streets staff will be working on some storm water improvements on the far east side of Elk Ave. This work will occur the week of May 12th.

Marshals

- 1) No updates.

Parks, Recreation, Open Space and Trails

- 1) Slate River Working Group Update – The SRWG met on 4/30 and discussed the following:
 - American Whitewater is pursuing a Right to Float bill for Colorado
 - WCU received a grant from the Upper Gunni to finish the restoration project at the Rec Path Bridge. That work will happen this summer.
 - WCU is still undecided regarding the reopening of the Rec Path/McCormick Ranch Rd. connector trail. They are talking to CBMBA about trail improvements but are concerned about damage public access could cause to the restoration area.
 - CBLT Rangers will be stationed at the put-ins to the Slate again this summer for outreach and education.
 - The Gunnison basin is at 47% of median snowpack but the upper basin is tracking average = not many floatable days expected for the Upper Slate outside of the voluntary no-float period - middle section expected to have 100 floatable days.

- 2) East Side Nordic Cat Barn Update – Town and Nordic staff met to discuss budget estimates for the East Side Cat Barn and public restrooms project. Cost estimates for this 900 sf facility came in at just over \$1 million. A decision was made to pause and look at other potential options such as pre-fab construction that could be more cost efficient.
- 3) Deli Trail is Open! Given the low snow year, the PW crew was able to bust through the pile for us on May 1st. Thank you Jack Greene and the PW Crew for their work to make this happen!



Community Development

- 1) Wildfire Resiliency Code: Town Staff submitted a formal comment letter and Jessie Earley provided public testimony on the State of Colorado's proposed wildfire resiliency model code. Our feedback emphasized the need to recognize and accommodate historic districts, ensure sustainable and enforceable implementation mechanisms, and further evaluate required materials.
- 2) Building Inspection Thanks: A big thank you to Todd and Leah from the Town of Mt. Crested Butte for stepping in to cover building inspections while Chief Building Official Astrid Matison is out. With the department still actively recruiting a building inspector, their support has been invaluable in

ensuring continued service. We sincerely appreciate Mt. CB's partnership and willingness to help during this time.

- 3) Mineral Point: Mineral Point is the first residential project on a remediated landfill in Colorado to be approved with ground floor living space. As such, staff has been working closely with the Colorado Department of Public Health and the Environment and the Town's environmental consulting team to navigate the uncharted environmental closure process that will enable a TCO at Mineral Point. Testing of the soil gas monitoring and mitigation system can only happen after the building is complete, and the whole process, from "closed building conditions" (i.e. all contractors done and out, finishes in place and no access), to state sign off will delay the lease up process. Staff is working closely with TWG Development, the consulting team and the state to move as quickly as possible to minimize the financial impact to TWG.
- 4) Paradise Park Workforce Rentals: The phase 2 application window is May 12 through midnight on June 1, 2025. The second phase includes two, two-bedroom single family homes. Each features an all-electric design with air source heat pumps as the primary heating source, energy efficient construction, washer and dryers, dishwasher, microwave, refrigerator and storage. The units are located at 930 Butte and 20 Tenth. Monthly rent is \$2,025. Tenants are responsible for all utilities (garbage/recycling, water, sewer, and electric). [The application is available on the Town's website here.](#)

Town employees do not receive priority for the Paradise Park Workforce rentals, rather they are open equally to all local workforce with the number of lottery tickets awarded based on longevity in the local workforce. In coming days, we will also announce the availability of a two bedroom employee rental unit.

Phase 1 of Paradise Park Workforce Rentals is fully occupied. Exterior paint and landscaping started May 12th. Weather permitting, HMC anticipates all exterior work to be completed by the end of July.

- 5) Certified Local Government (CLG) subgrant update: The Town of Crested Butte was recommended for award for the CLG subgrant for the survey work regarding the new Period of Significance (POS) representing Early Recreation and Skiing. However, a continuing resolution passed which provided federal funding for the Historic Preservation Fund for FY25, we do not yet have an update from the National Park Service on funding amounts or timing to be able to officially award CLG subgrants. The State will plan to update Town Staff by June 1st with any news.
- 6) First Quarter BOZAR Review: During the first quarter, BOZAR has approved: two single family residences, two ADU's, one addition to a historic primary building, one cold accessory building, and a variance.

Town Clerk

- 1) For 2025, Town issued 23 primary occupant vacation rental licenses and 189 unlimited vacation rental licenses. With the upcoming ordinance regarding vacation rentals, staff is proposing to allow primary occupant vacation rental licenses to be issued year around. The open enrollment period for unlimited vacation rentals will remain to be in October.
- 2) The public hearing for the Gourmet Noodle's liquor license transfer is scheduled for June 16, 2025.

- 3) Staff will be meeting with event organizers in June for the 4th of July and Arts Festival, so stay tuned for their applications on upcoming agendas.
- 4) KBUT submitted an application for the Fish Fry (June 13, 2025) that will be approved administratively.
- 5) Parklets will be set up for the season on June 17th, 2025. Bruhaus, Wooden Nickel, and Elk Avenue Prime will be providing their own parklet infrastructure.

Finance/HR/IT

- 1) New Website - Staff completed a full re-design of the Town's municipal website in partnership with Propeller, a digital strategy and design firm, with funding provided by a \$150,000 grant from SIPA (Statewide Internet Portal Authority). The new website launched May 9th and features improved navigation, enhanced mobile functionality, and compliance with state-mandated digital accessibility requirements. The project included a comprehensive user research phase involving community surveys, interviews, and usability testing to ensure the new site meets the needs of both internal and external stakeholders. Special thanks to the staff website committee and appreciation to the public for their participation in the research process, which informed key aspects of the final design. Kat Carpenter did an outstanding job in leading this effort on behalf of the Town! If you notice anything amiss or links not functioning, please let us know asap.

Upcoming Meetings or Events Council may choose to attend

May 30, 5:00-7:00 Preservation Month Open House, Crested Butte Museum

June 6, 12:00-2:00 Town Picnic, Rainbow Park

Upcoming Agenda Items

See attached **draft** list of upcoming Council agenda topics

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

Community Values		Authentic		Connected		Accountable		Bold	
		Q1	Q2	Q3	Q4	Notes			
1	Approach Community Challenges through active collaboration & public engagement								
A	Formalize engagement strategies consistent with the Compass decision-making framework for the Intergrated Land Use and Transportation Corridor Plan with Gunnison County					Scoping collaboration planned for Q2, RFP to be issued by Gunnison County in Q3			
B	Participate in renewing and defining role of One Valley Leadership Council (OVLC) to guide the Integrated Land Use and Transportation Corridor Plan with Gunnison County.					Lack of interest/capacity from partners			
C	Pursue a regional Intergovernmental Agreement regarding regional communication, coordination, and collaboration to guide the Integrated Land Use and Transportation Corridor Plan with Gunnison County, and concurrent with IGA discussions, develop a Town framework for expending resources outside of the Town to support the IGA.					Will complete IGA on Integrated Land Use and Transportation Corridor Plan with Gunnison County prior to selection of consultant team.			
D	Update the Town's website to increase user friendliness for engagement and improve transparency.					Design work and content migration complete. In process of moving domain. Project completion in May.			
E	Develop multi-year finacial plan to proactively align Town finances with community goals and priorities.					Council work sessions in February, April and June (July if needed). Project will be complete by August to inform 2026 budget			
F	Evaluate Town support of local organizations and commercial endeavors that strengthen community through Town facilities and grants.								
1	Review funding priorities and update grant application					Completed. Grant committee has overhauled funding priorities for alignment with Community Compass.			
2	Create and Adopt Community Plan (cont. from 2024)					Discussion of draft plan with Council and BOZAR in May			
3	Housing Strategy and a Community Spaces Strategy					Awaiting completion of Community Plan to inform scope.			

		Q1	Q2	Q3	Q4	Notes
2 Accommodate growth in a way that maintains our rural feel						
A	Update the Town's development regulations consistent with the outcomes of the Transportation Mobility Plan, Historic Preservation Plan, Climate Action Plan, and Community Plan					
1	Adopt 2024 ICC codes for construction and WUI model code (including evaluation of all-electric codes)					Background research underway. Code adoption complete by September for January 1 implementation.
2	Update of Land Use, Subdivision and Annaexation sections of the Municipal Code					Will commence upon adoption of the Community Plan (anticipated July)
3	Updates to the Design Standards and Guidelines					Will be initiated in July. May be subject to delay due to grant funding delays for surveys of structures in new period of significance.
B	Collaboratively develop the Integrated Land Use and Transportation Corridor Plan with Gunnison County					Scoping collaboration planned for Q2, RFP to be issued by Gunnison County in Q3

Community Values		Authentic				Connected	Accountable	Bold
		Q1	Q2	Q3	Q4	Notes		
3 Enable people who live and work here to thrive								
A	Continue to implement the Mineral Point and Paradise Park construction.							
1	Paradise Park					First 9 units of Paradise Park are complete and leased. Next 5 units are under construction.		
2	Mineral Point					Mineral Point project is proceeding with completion scheduled in Q3.		
B	Adopt new Resident Occupied Affordable Housing regulations consistent with the outcomes of the Community Plan					Will occur concurrent with Land Use Code update.		
C	Implement new deed restriction monitoring program.					GVRHA has commenced monitoring in Mt. CB. Initial roll-out in Crested Butte will begin in Q2 and be ongoing.		
D	Continue to implement he Town Facilities Plan through planning for a new Marshals facility, Town Hall renovations and civic campus, and discussions around Phase 2 at the Center for the Arts.							
1	Marshals facility					Initial site analysis and options complete with Council discussion on May 5th. Awaiting grant award to select design team for the facility. Construction expected to commence in 2026.		
2	Center for the Arts					Request has shifted from focus on Phase 2 to immediate need for building ownership to secure operational funding.		
E	Continue to execute the facilities, streets, and enterprise capital improvement plans.							
1	Update Public Works Criteria for Design and Construction					Completion expected by end of May		
2	Update Chapter 13 of the Municipal Code - Municipal Utilities					Initial drafting underway		
3	Implement zinc removal process at WWTP					Process has been installed and is operational		
4	Town Hall interior remodel					Completion mid-May		
5	Town Hall exterior improvements (brick, chimney, some windows)					Contractors selected, chimney temporarily secured, onsite work begins in May		
6	Town Ranch barn demolition					To be completed late May/early June		
7	Town property assessments, development of asset improvement plan & utilization of asset management software module in finance					Performed audit of facilities, integrating information and developing a CIP. Possible June completion.		
8	Ruths Road lift station replacement					Developing plans with plans to construct in September/October		
9	Water main/service line extension in Paradise Park (10th Street)					Contract executed, work to occur in August		
10	Water main relacement on Whiterock					RFP out in May, Contractor selection in July with construction in August/September		
F	Develop new five-year strategic Housing Strategy and Community Spaces Strategy from the adopted Community Plan.					Awaiting completion of Community Plan to inform scope.		
G	Conduct market analysis for essential goods and services for the north valley as part of the Integrated Land Use and Transortation Corridor Plan with Gunnison County.							
H	Continue to participate in Whetstone Housing Project.					Review of utility design is ongoing. Will be shifting to construction oversight.		
I	Participate in implementation of OVRP housing strategies.							
J	Help facilitate relocation of the Post Office.					Lack of communication from the USPS precludes participation.		

Community Values		Authentic		Connected		Accountable		Bold	
		Q1	Q2	Q3	Q4	Notes			
4	Retain the unique character and traditions of Crested Butte								
A	Update the Town's development regulations consistent with the outcomes of the Historic Preservation Plan.					Will be incorporated into updates to Land Use Code and Design Standards and Guidelines.			
		Q1	Q2	Q3	Q4	Notes			
5	De-emphasize cars and focus on walking, biking, and transit								
A	Construct sidewalk along Gothic Road from Butte to Pyramid and crusher fines trail on Pyramid Ave connecting to both the new Fire Station and Eighth Street.								
1	Sidewalk along Gothic Road					Mineral Point project will install adjacent to that site, linking to crusher fines that cuts around wetlands to the east and crosses Pyramid Rd.			
2	Crusher fines trail					PROST crews will complete this portion of the project .			
B	Review 2024 parking and traffic calming policies and revise based on technical analysis and community feedback.					Completed with Council review on March 3rd. Traffic will be monitored throughout summer.			
C	Conduct preliminary and final design of Red Lady/Sixth Street intersection collaboratively with the school district and consistent with the approved CDOT Access Permit.					RFP issued to go to 60% design. Working with CDOT to understand their involvement at this stage. Awaiting contracts for federal funding. Environmental Assessments are being submitted to the FHWA as soon as the County gets ROW acquisition determined on their end.			
D	Participate in Moutain Express 5-year Strategic Plan, the Brush Creek intersection design, the CB to CB South Trail, and the preliminary design of the Brush Creek Park and Ride for RTA.								
1	Mountain Express 5-year Strategic Plan					Staff participating and supporting this effort, completion expected expected in June.			
2	Brush Creek Intersection Design					Environmental Assessments are being submitted to the FHWA as soon as the County gets ROW acquisition determined on their end.			
3	CB to CB South Trail					MetRec has assumed leadership on this project. Planning to initiate Regional Recreation Path planning effort by October, with final plan in 2026. Town will be engaged on plan advisory committee.			
4	Preliminary Design of Brush Creek Park & Ride for RTA					County has incorporated design of park & ride into intersection designs, but has not yet developed a plan for funding or timeline for construction			
		Q1	Q2	Q3	Q4	Notes			
6	Continue to passionately care for our natural surroundings and forever protect Red Lady								
A	Complete Stormwater Master Plan to improve stormwater storage, treatment, and discharge.								
B	Develop Town Parks, Recreation, Open Space and Trails Master Plan Update.					Consultant selected and project underway. Completion anticipated Q2 2026			
C	Continue to engage in regional multi-modal planning efforts including the Met Rec Recreation Needs Assessment, CB to CB South Trail, and STOR Transit to Trailheads Subcommittee.								
1	Met Rec needs assessment and master plan					Master plan has been adopted. Participation on North Valley advisory committee is ongoing.			
2	CB to CB South Trail					MetRec has assumed leadership on this project. Planning to initiate Regional Recreation Path planning effort by October, with final plan in 2026. Town will be engaged on plan advisory committee.			
3	STOR Transit to Trailheads Subcommittee					This investigation has been suspended.			
D	Continue to support partnership compost program with Mt. Crested Butte.					Participation ongoing and extended through 2025.			
E	Incentivize plastic reduction for local businesses through the plastic Pollution reduction act.					Survey completed. Direct outreach to businesses ongoing. Plan to return to Council with recommendations in Q3.			

Community Values		Authentic				Connected	Accountable	Bold
		Q1	Q2	Q3	Q4	Notes		
7 Act on the urgency of climate change and prepare for the changes we expect from it								
A	Develop Town facilities energy efficiency and electrification plan.					RFP issued for consultant to help with plan development. Council selection of contractor scheduled for May 19th.		
B	Prepare public works/fleet facility infrastructure for vehicle electrification.					Design complete. Contract approval by Council anticipated in June with construction to follow.		
C	Begin implementation of Climate Action Plan.							
1	Requiring energy assessments for all remodels					Requirement will be incorporated for consideration in building code update.		
2	Requiring energy assessments for all vacation rentals					Requirement will be incorporated for consideration in building code update.		
3	Incorporate climate considerations in zoning code & regional planning efforts					Will be considered with updates to the Land Use Code & Design Guidelines as well as the Corridor Plan.		
4	Enable climate-friendly construction and development through flexible design guidelines & a review of permitting processes.					Will be considered with updates to building codes, Land Use Code and Design Guidelines.		
5	Facilitate the development of new waste diversion programs or infrastructure					Will be considered with updates to building odes.		
6	Adopt a SAYT waste ordinance					Planning is underway with implementation anticipated in Q3		
7	Partner with GCEA to support local renewable energy generation up to 100%					Working towards construction of Oh Be Joyful solar project in 2025.		
8	Assess solar permitting fees					Will be considered with updates to building codes.		
D	Complete alternative source water feasibility analysis.					Funding secured and investigations ongoing. Well-drilling anicipated in the fall. Designs 2026, Implementation 2027		
E	Develop Town wildfire readiness action plan.					Funding secured, consultant selected, plan development underway.		
F	Complete design and initiate construction for Lake Irwin valve and piping project.					On hold as federal BRIC program was suspended the day our grant was submitted.		
G	Continue active participation in Colorado Communities for Climate Action.					Ongoing.		
I	Grow and develop new energy efficiency and electrification programs and incentives for existing buildings.					Will begin with requirements for energy assessments for all vacation rentals and remodel projects to inform incentive programs in the future.		
J	Actively participate in UGRWCD drought contingency plan task force and Colorado Wildfire Protection Plan.					Ongoing. Reviewing draft plan in May		



GVRHA Q1 2025 Update

May 2025

Provided to: Gunnison County Commissioners, City of Gunnison Council, Town of Crested Butte Council and Town of Mt. Crested Butte Council

Provided by: Melissa LaMonica, GVRHA Executive Director

This Q1 2025 Update is being provided to GVRHA's four partner jurisdictions to provide clarity, transparency, and an update on the work that the Gunnison Valley Regional Housing Authority's (GVRHA) staff has conducted.

SUMMARY OF PROGRAMS

GVRHA currently is currently operating three major programs: Property Management, Homeownership and GV-Heat, in addition to GVRHA General Operations which includes the administration of an existing single-family-owner-occupied rehabilitation loan program.

Property Management. GVRHA currently provides Property Management Services to 8 affordable housing properties throughout the Valley, consisting of 125 units. Property Management is a self-sustaining fee-for-service program which currently employs (3) FTE. We are anticipating the management and lease-up for Mineral Point – a LIHTC project in Crested Butte to lease up this summer, adding an additional 34 units serving 30%-60% AMI.

PROPERTY	Location	# of Units	Owner	Project Type
Anthracite Apartments	CB	30	SLP, GVRHA	LIHTC, 50%-60% AMI
Mountain View	Gunnison	28	Gunnison County	HUD, Section 8, Under 50% AMI
Elk Valley Townhomes	Buckhorn	7	Gunnison County	Workforce Housing; Under 80% AMI
Sawtooth I	Gunnison	18	Gunnison County	Workforce Housing; 80%-120% AMI
Sawtooth II	Gunnison	32	Gunnison County	Workforce Housing; 80%-120% AMI
The Ruby	CB	6	Town of CB	Town Seasonal Workforce Housing
Redden	CB	2	Valley Housing Fund	Workforce Housing
GWSD	Gunnison	2	GWSD	GWSD Employee Housing

GV-HEAT. The Gunnison Valley Regional Housing Authority (GVRHA) manages the Gunnison Valley – Home Energy Advancement Team (GV-HEAT). GV-HEAT helps community members save money and increase the safety and comfort in their homes. GV-HEAT programming and some administrative costs are

grant-funded, with the remaining administrative costs funded through the IGA. The GV-HEAT Program is currently supported by (1) FTE and (1) AmeriCorps member.

Through GV-HEAT we connect households to resources that help them improve the energy efficiency, comfort, and affordability of housing in Gunnison and Hinsdale Counties. These resources are available based on household income and can be used by both renters and homeowners.

GV-HEAT facilitates both income-qualified and non-income qualified programs for the Gunnison Valley through the following programs:

- CARE - The Colorado's Affordable Residential Energy Program (income qualified)
- WAP - and the Weatherization Assistance Program (income qualified)
- GreenDeed Program is for deed-restricted homes within the Town of Crested Butte and Mt Crested Butte.
- ESC - GV-HEAT is an Energy Smart Colorado (ESC) partner providing subsidized energy assessments, energy advising, assistance with rebates, and contractor recommendations to all income levels. All participating households receive a home energy assessment, which includes recommendations for potential home upgrades and retrofits.

Homeownership. GVRHA Homeownership Program largely is responsible for the monitoring, compliance and resale qualification of the Valley's 500+ Deed Restrictions. The Homeownership is currently 100% funded through the IGA and has one dedicated FTE staff.

Delta SFOO Rehab Loan Program. This single-family-owner-occupied (SFOO) loan program was initiated by the Delta Housing Authority (DHA) in 2016. DHA granted approximately 137 low-interest and no-interest loans, some of which requiring no payments until disposition. The total loan portfolio in the amount of \$1.7m was assigned to GVRHA in 2020. GVRHA has been servicing these loans and currently does not receive any administrative fees for the servicing.

GVRHA STRATEGIC PLAN

In July 2024, the GVRHA Board of Directors adopted the attached 2024-2026 Strategic Plan. It is worth noting, that the objectives outlined in this Plan are largely operational objectives, as the priority for the organization was to 'shore up' operations and build a solid foundation to support our current programming and enable future growth.

The five main objectives in the Strategic Plan are:

1. Operational Service Excellence
2. Clear, Consistent Communication, Collaboration & Coordination with stakeholders & public
3. Preserve & Improve Existing Affordable Housing Projects & Programs
4. Address the Community Need with New Programming
5. Be THE Affordable Housing Leader, Expert & Resource in the Valley

The following is our December 31, 2024 Update provided to our Board of Directors, followed by our 2025 1st quarter update and a Summary of Activities by Program.

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY 2024-2026 STRATEGIC PLAN STRATEGIC PLAN MISSION: BE THE REGIONAL LEADER & RESOURCE ON AFFORDABLE HOUSING				
Objective	Objective	Objective	Objective	Objective
Operational & Service Excellence	Clear, Consistent Communication, Collaboration and Coordination with stakeholders and the public	Preserve & Improve Existing Affordable Housing Projects & Programs	Address the Community Need with New Programming	Be THE Affordable Housing Leader, Expert & Resource in the Valley
Strategy	Strategy	Strategy	Strategy	Strategy
1. Create Organizational Stability Implement best practices, internal controls, policies & procedures to support the scaling of operations. <i>By 12/31/2024 & Ongoing</i>	1. Build & Rebuild Relationships Conduct Regular Meetings with the Jurisdictions' Managers and Staff and Stakeholders to build relationships, collaborate and update on projects, programs, accomplishments & planning. <i>Immediately & Ongoing</i>	1. Optimize Current Programs Increase efficiencies, opportunities and capacity in current programs that will enable GVRHA to respond to the growing Affordable Housing needs in the community. <i>12/31/2024 & Ongoing</i>	1. Create Regional Housing Action Plan Address the needs identified in the 2024 Housing Needs Assessment results and align with each jurisdictions' housing initiatives, with the purpose of ensuring clarity and alignment for all GVRHA efforts. <i>Begin Q1 2025</i>	1. Lead the Housing Task Force Increase the understanding, sophistication & accountability in the coordination & execution of the Housing Action plan. <i>Start Leading the Task Force in Q4 2024 after summer break</i>
2. Build Organizational Capacity Create capacity that will support current projects and programs and scale with increased community needs. <i>By 12/31/2024 & Ongoing</i>	2. Improve Stakeholder Communications Implement Internal Systems and Standards to Support professional, organized, accurate, timely and pro-active communications to our community members, funders and stakeholders. <i>By 12/31/2024 & Ongoing</i>	2. Increase Fee for Service Create a Fee for Service Proposal and incorporate into the IGA by identifying opportunities in our existing projects and programs to help expand and increase services. <i>2025 Budget - Timeline TBD</i>	2. Implement New Programming Implement community education and assistance programs to best support the needs identified in the 2024 Housing Needs Assessment, and align with the Regional Housing Action Plan. <i>Begin Q2 2025</i>	2. Develop New Partnerships Support the development, design and delivery of new projects and programs that align with the Regional Action Plan to the community. <i>Begin relationship development immediately & ongoing.</i>
3. Improve Financial Reporting Create clear, accurate, timely reporting that communicates progress and results, and informs good decision making. <i>By 12/31/2024 & Ongoing</i>	3. Improve Community Communications Utilize multiple channels to inform, educate and engage the community on affordable housing issues, programs, projects, progress and results. <i>Requested 9/2024 - Proposing Q1 2025</i>	3. Fund Existing Programs Identify & seek funding opportunities for existing Projects and Programs to accelerate impact to the community. <i>Begin Identification Process Q1 2025</i>	3. Fund New Programs Secure grant funding, create private-public partnerships, implement fee-for-service and other funding opportunities to execute on the Regional Housing Action Plan and fund new projects and programming. <i>As Opportunities Arise and Begin Proactive Effort Q3 2025</i>	3. Implement Continuous Education Identify education opportunities for ED, Staff & Board to increase knowledge, legal & technical expertise, and remain current to help us become: THE AFFORDABLE HOUSING AUTHORITY <i>Present plan in 2025 Budget</i>
4. Provide Exemplary Service Provide excellent, proactive, compliant & sophisticated Property Management, Deed Restriction and GVHEAT programming. <i>By 12/31/2024 & Ongoing</i>	4. Improve Website Content Provide clear, easy access to content and available resources that inform and supports our programs, opportunities, and projects. <i>As needed to support current activities. Complete assessment / redesign to begin Q3 2025</i>	4. Implement IGA Process Implement Annual IGA Review Process to assess and align GVRHA expectations and performance of core duties, fee for service, program offerings & funding. <i>8/31/24</i>	4. Solve for GVRHA Transaction Broker Reduce re-sale deed restriction cost and help fund administration costs of program. <i>Begin gathering information immediately, present a plan Q4 2024; likely a 2 year plan minimum.</i>	4. Be the Regional Leader Be the leader on affordable housing issues, solutions, land use planning best practices and resources. <i>Everything we do will be working towards meeting this objective, starting immediately and ongoing.</i>

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY 2024-2026 STRATEGIC PLAN UPDATE AS OF 12/31/2024	
STRATEGIC PLAN MISSION: BE THE REGIONAL LEADER & RESOURCE ON AFFORDABLE HOUSING	
Objective	
Operational & Service Excellence	12/31/2024 UPDATE
Strategy	
1. Create Organizational Stability Implement best practices, internal controls, policies & procedures to support the scaling of operations.	Best Practice - GVRHA Staff has assessed all current Program and Operations processes and have either established new process that aligns with best practice, or identified a need to address and implement new process in 2025. Internal Controls - We have implemented GAAP separation of duties and internal controls as it relates to all internal Accounting Functions for both Property Management and GVRHA Accounting Policies & Procedures - GVRHA Staff has implemented a culture of assessing all existing policies & procedures with a continuous improvement and scalability mindset; implementing new when necessary and creating and updating internal documentation as needed. EFFORTS WILL CONTINUE IN 2025 AND BEYOND.
2. Build Organizational Capacity Create capacity that will support current projects and programs and scale with increased community needs. <i>By 12/31/2024 & Ongoing</i>	Organizational Capacity - The addition of Administrative Support in Property Management, bringing the Accounting Function in house, and the expansion of the Operations Admin role to full -time, combined with our newly-adopted continuous improvement and scalability mindset, we have been able to implement efficiencies, provide role clarity, and focus efforts on planning for growth in all areas of the organization. Property Management has already benefited from the added capacity, in that we currently have the capacity to take on incremental business as needed, and are able to plan for the addition of staffing to support planned larger projects as needed. Ownership is currently in transition, and GV-HEAT is building capacity in 2025 with the addition of a PT coordinator and an additional AmeriCorps role. Operations' capacity has increased as a result of the Property Admin addition, and has been focused on optimizing internal systems and process to enable us to assess and plan for future additional programming and opportunities. EFFORTS WILL CONTINUE IN 2025 AND BEYOND.
3. Improve Financial Reporting Create clear, accurate, timely reporting that communicates progress and results, and informs good decision making. <i>By 12/31/2024 & Ongoing</i>	Property Management Financial Reporting has already improved considerably in 2024 with the conversion of its Accounting Function into App Folio. Property Owners are already receiving more clear, accurate, timely reporting of their monthly finances and cash distributions. With the financial controls we have implemented, from transaction entry to the submission of financial reports to owners, there are four (4) touch points and three (3) levels of review prior to completion, contributing to more accuracy. For 2025, we are committing to the distribution of all Property Owner reports by the 15th of the month for the prior month. Operations - GVRHA financials for 2025 will be reported on in monthly board meetings 2 months in arrears due to the timing of our board meeting. Our monthly close process will focus on the client reporting first, and then we will focus on a comprehensive GVRHA close by the 25th of the month for the previous month. We will be poised to provide a full financial packet including budget-to-actual variance reporting, year-over-year reporting to our Finance Committee on the 25th of the month for review prior to inclusion into the following month's board packet. EFFORTS WILL CONTINUE IN 2025 AND BEYOND.
4. Provide Exemplary Service Provide excellent, proactive, compliant & sophisticated Property Management, Deed Restriction and GV-HEAT programming. <i>By 12/31/2024 & Ongoing</i>	Property Management - The addition of the Administrative Support role in Property Management has enabled us to focus efforts on implementing training, process, policies and procedures that increase the level of compliance in which we deliver Property Management services. There will be a continued training effort on HUD and LIHTC requirements, including new reporting requirements for 2025. We are taking a proactive approach to LIHTC qualification training ahead of Mineral Point's anticipated lease-up. Ownership - this organization is in transition, however a service mindset is a requirement for the new hire, and we will be conducting compliance training and implementing a culture of excellence, transparency and continuous improvement. Operations - GVRHA Staff is committed to providing exemplary service to our community. As simple as it sounds, we are committed to answering our phones, responding to emails timely, and being open and available to the public during regular business hours. We are working towards providing more interpretation and translation services to serve our non-English speaking community members.

Objective Clear, Consistent Communication, Collaboration and Coordination with stakeholders and the public	12/31/2024 UPDATE
Strategy	
1. Build & Rebuild Relationships Conduct Regular Meetings with the Jurisdictions' Managers and Staff and Stakeholders to build relationships, collaborate and update on projects, programs, accomplishments & planning. <i>Immediately & Ongoing</i>	<p>GVRHA Executive Director has regularly scheduled meetings with the Jurisdiction's Managers and Staff and will continue to build those relationships.</p> <p>In 2024, ED has also been building relationships with Chamber of Commerce, Developers, Realtors, Lenders, Vendors, Press and local Non-Profits. These efforts will continue in 2025, and expand deeper and wider to Community Development staff, Employers, Business Owners and community members at large.</p>
2. Improve Stakeholder Communications Implement Internal Systems and Standards to Support professional, organized, accurate, timely and pro-active communications to our community members, funders and stakeholders. <i>By 12/31/2024 & Ongoing</i>	<p>In 2024, most stakeholder communication efforts were focused on in-person relationship building and manual, individual communication.</p> <p>2025 will focus on additional efforts like transparent, accessible reporting to stakeholders of Board Meeting activity via distribution, website, page subscriptions and distribution lists, as well as more frequent than annual updates to jurisdiction councils</p>
3. Improve Community Communications Utilize multiple channels to inform, educate and engage the community on affordable housing issues, programs, projects, progress and results. <i>Requested 9/2024 - Proposing Q1 2025</i>	<p>Website and Communications - It has become apparent to GVRHA Staff that our website is an untapped resource to improve communications and information to our stakeholders and community members. It is also a missed opportunity to create efficiencies in our day-to-day work.</p> <p>We will conduct a communications and website update planning session in Q1 and develop an implementation plan that fits within our budget and capacity, as this will enable us to better support a number of initiatives in our Strategic Plan.</p>
4. Improve Website Content Provide clear, easy access to content and available resources that inform and supports our programs, opportunities, and projects. <i>As needed to support current activities. Complete assessment / redesign to begin Q3 2025</i>	<p>While initially planned for Q3 of 2025, our team has recognized a more immediate need to focus on this and will be moving this up in our SP timeline.</p> <p>The more clear our website content is, the more efficiently and effectively we can serve our community and free us up from repetitive daily inquiries that can be more easily and clearly addressed with an intuitive, organized, informative website.</p> <p>This re-prioritization will support the capacity-building, policies & procedures and stakeholder & community communications initiatives, and ultimately make an impact in the overall service level we are able to provide.</p>

Objective Preserve & Improve Existing Affordable Housing Projects & Programs	12/31/2024 Update
Strategy	
1. Optimize Current Programs 12/31/2024 & Ongoing	2024 efforts have been all about optimizing current programming, and those efforts will continue in 2025
2. Increase Fee for Service Create a Fee for Service Proposal and incorporate into the IGA by identifying opportunities in our existing projects and programs to help expand and increase services. 2025 Budget - Timeline TBD	<p>It has been determined during the 2024 IGA renewal process that while there is definitely a need for an increase in Fee for Service for the long-term sustainability of the organization, at this time this does not include any of the currently non-fee-for-services we currently provide.</p> <p>Increased Fee for Service will be comprised of an increase in Property Management services, Administration Fees for GV-HEAT programming, and any new programming we implement in the future. As a result, in addition to the aforementioned opportunities, the ED will be assessing and proposing new programming for 2026 that fulfills our mission, serves the needs of the community and creates additional revenue streams for the organization.</p>
3. Fund Existing Programs Identify & seek funding opportunities for existing Projects and Programs to accelerate impact to the community. Begin Identification Process Q1 2025	<p>There was a concerted effort in 2024 to increase IGA funding to appropriately fund existing operations and programming. This resulted in an 89% increase in IGA funding for 2025.</p> <p>The ED has also been conducting a Property Management Fee analysis to ensure that our assessed Property Management fees appropriately cover the operating expenses in the department, along with operational overhead, and will continue to assess and right-size those fees in 2025.</p> <p>GV-HEAT will be re-assessing the ability to have grant funding and program income cover the administrative costs of the Program, which were previously covered by the IGA contribution.</p> <p>Ownership Program - may have the opportunity to collect fees already outlined in Guidelines but not previously charged; although they will be negligible. In addition, we will be billing jurisdictions for legal fees directly associated with Deed Restriction monitoring and compliance issues</p>
4. Implement IGA Process Implement Annual IGA Review Process to assess and align GVRHA expectations and performance of core duties, fee for service, program offerings & funding. 8/31/24	<p>The 2025 IGA Funding process uncovered some reporting frequency and content expectations the jurisdictions have on GVRHA. This reporting process, as well as a new process for future IGA funding will be proposed to jurisdictions for their approval in 2025.</p>

Objective	
Address the Community Need with New Programming	12/31/2024 UPDATE
Strategy	
1. Create Regional Housing Action Plan Address the needs identified in the 2024 Housing Needs Assessment results and align with each jurisdictions' housing initiatives, with the purpose of ensuring clarity and alignment for all GVRHA efforts. <i>Begin Q1 2025</i>	Will reassess what this means and looks like to GVRHA and our partner jurisdictions in Q1 2025. ED will focus Q1 conversations with Jurisdiction Staff on what GVRHA support of their housing efforts looks like to them as it relates to existing and/or new programming.
2. Implement New Programming Implement community education and assistance programs to best support the needs identified in the 2024 Housing Needs Assessment, and align with the Regional Housing Action Plan. <i>Begin Q2 2025</i>	2025 will focus on new program <i>planning</i> vs. implementation. An outcome of the 2025 IGA funding conversations was the preference that the priority for 2025 be to focus on the continued optimization of the organization to support <i>future</i> programming. As a result, ED will be conducting new/expanded program assessment and planning in 2025 for 2026 implementation.
3. Fund New Programs Secure grant funding, create private-public partnerships, implement fee-for-service and other funding opportunities to execute on the Regional Housing Action Plan and fund new projects and <i>As Opportunities Arise and Begin Proactive Effort Q3 2025</i>	SAME NOTE AS ABOVE - to include funding opportunities for any proposed new programming
4. Solve for GVRHA Transaction Broker Reduce re-sale deed restriction cost and help fund administration costs of program. <i>Begin gathering information immediately, present a plan Q4 2024; likely a 2 year plan minimum.</i>	GVRHA will not be operating as a transaction broker in any deed restriction resale transactions. In an effort to enable the buyer and seller to have their own representation in the sale and purchase of deed restricted homes, reduce the transaction fee, and minimize any potential conflict of interest, it has been determined that transaction brokerage is not a revenue stream that GVRHA should pursue. Instead, we will be implementing a 'Participating Broker' program in 2025 in partnership with the Realtor community.

Objective Be THE Affordable Housing Leader, Expert & Resource in the Valley	12/31/2024 UPDATE
Strategy	
1. Lead the Housing Task Force Increase the understanding, sophistication & accountability in the coordination & execution of the Housing Action plan. <i>Start Leading the Task Force in Q4 2024 after summer break</i>	<p>An outcome of the 2025 IGA funding conversations was to reassess the need for a Housing Task Force; what it is, the purpose, who it serves, who participates, and what it does.</p> <p>Will conduct this assessment by gathering input from Jurisdiction staff and stakeholders and report back to board</p>
2. Develop New Partnerships Support the development, design and delivery of new projects and programs that align with the Regional Action Plan to the community. <i>Begin relationship development immediately & ongoing.</i>	<p>ED has been developing relationships with developers to provide data, information, support and guidance to the development process in affordable housing. SLP relationships will be encouraged in 2025</p>
3. Implement Continuous Education Identify education opportunities for ED, Staff & Board to increase knowledge, legal & technical expertise, and remain current to help us become: THE AFFORDABLE HOUSING AUTHORITY <i>Present plan in 2025 Budget</i>	<p>With the generous allocation of 2025 budget dollars towards professional development, ED will be establishing an education plan in Q1 2025 for staff and Board of Directors that aligns with our Strategic Plan and initiatives and enables us to deliver exemplary service and continue to work towards being THE regional leader and resource on affordable housing.</p>
4. Be the Regional Leader Be the leader on affordable housing issues, solutions, land use planning best practices and resources. <i>Everything we do will be working towards meeting this objective, starting immediately and ongoing.</i>	<p>Everything we do will be working towards meeting this objective, starting immediately and ongoing.</p>

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY	
2024-2026 STRATEGIC PLAN Q1 2025 UPDATE	
STRATEGIC PLAN MISSION: BE THE REGIONAL LEADER & RESOURCE ON AFFORDABLE HOUSING	
Objective	
Operational & Service Excellence	Q1 2025 UPDATE
Strategy	
1. Create Organizational Stability Implement best practices, internal controls, policies & procedures to support the scaling of operations.	<p>We continue to assess all internal controls, best practices and improve our policy and procedures in everything we touch. The added capacity we have created enables us to think through how we are operating in all instances, and improve or create process, policies, and documentation for future reference.</p> <p>Some process improvement and documentation we have improved: time-tracking for payroll, billback of Maintenance Engineer, lease-up and lottery processes, property management leases, applications, tenant selection plans, building policies, accounting controls, and Deed Restriction resale and qualification process and Deed Restriction Compliance workplan.</p>
2. Build Organizational Capacity Create capacity that will support current projects and programs and scale with increased community needs. <i>By 12/31/2024 & Ongoing</i>	<p>Organizational Capacity - We have officially brought our Property Management Maintenance in-house, freeing up our Sr. Property Manager and Property Administrator from meeting vendors, managing lock-outs, and conducting general site visits, enabling more focused time for their work. This new addition was critical to the smooth lease-up of Sawtooth II</p> <p>Bringing interpretation and translation contract services in house on a regular basis has enabled us to move faster through interactions and communications with our spanish-speaking community members.</p> <p>GVHEAT is still somewhat capacity constrained, as we have not hired the anticipated admin to support Program Operations due to the current energy / grant climate</p>
3. Improve Financial Reporting Create clear, accurate, timely reporting that communicates progress and results, and informs good decision making. <i>By 12/31/2024 & Ongoing</i>	<p>Property Management Accounting project work is completed and we are now refining internal process and controls and getting our in house Accountant up to speed on AppFolio so we can implement the same levels of review for our property accounting. The one property we are fully responsible for an annual audit - Anthracite - was completed in February this year; a timeline that has not been achieved in previous years.</p> <p>Operations - With the election of our new Finance Committee, they are reviewing our more detailed financial reports prior to our Board Meetings and we are meeting monthly to review and plan. The GVRHA financial audit for 2025 was completed in March - done in two weeks beginning to end - and is in the queue for Partner review</p> <p>The GVRHA financial statements are now clear and clean and provides a clear picture of performance to inform decisions.</p>
4. Provide Exemplary Service Provide excellent, proactive, compliant & sophisticated Property Management, Deed Restriction and GV-HEAT programming. <i>By 12/31/2024 & Ongoing</i>	<p>Property Management - The successful marketing, lottery and lease-up of Sawtooth II - particularly with a large population of Spanish-speaking applicants and occupants is a testament to much our Property Management service has improved as a result of the stability and capacity we have been building. We are confident looking forward to the Mineral Point lease-up this summer. Mountain View's REAC score this year was 90 as compared to a 58 in previous years, resulting in GVRHA earning a Performance Incentive Bonus which had not been earned since 2020. File audits were successfully completed for Anthracite (LIHTC) and Mountain View (HUD) properties.</p> <p>Ownership - Even with the the Staff transition in this role, we have kicked off compliance just two months into Skyler's tenure, conducted qualifications for four resales, prepared to roll out a Broker Participation Program and are planning for education opportunities. More details on compliance in the summary report.</p> <p>Overall - There is nothing more rewarding than getting the unsolicited feedback from our stakeholders and community members that they appreciate the improved service, accessibility and partnerships and appreciate the work we are doing</p>

Objective Clear, Consistent Communication, Collaboration and Coordination with stakeholders and the public	Q1 2025 UPDATE
Strategy	
1. Build & Rebuild Relationships Conduct Regular Meetings with the Jurisdictions' Managers and Staff and Stakeholders to build relationships, collaborate and update on projects, programs, accomplishments & planning. <i>Immediately & Ongoing</i>	GVRHA Executive Director continues to have regularly scheduled meetings with the Jurisdiction's Managers. Property Management and Homeownership Program Managers interact and meet regularly meet with staff on relevant topics.
2. Improve Stakeholder Communications Implement Internal Systems and Standards to Support professional, organized, accurate, timely and pro-active communications to our community members, funders and stakeholders. <i>By 12/31/2024 & Ongoing</i>	GVRHA Executive Director will be quarterly providing updates to funders / council members with the option for in person attendance to field questions. We are standardizing regular communications to community members as it relates to Property Management, Homeownership and GV-HEAT participants.
3. Improve Community Communications Utilize multiple channels to inform, educate and engage the community on affordable housing issues, programs, projects, progress and results. <i>Requested 9/2024 - Proposing Q1 2025</i>	We have increased our ability to inform, educate and engage with our community members, evident in the participation in the information and application night for the Sawtooth II lease-up, the Property Management "know your lease" class, GV-HEAT's cooking on induction stove class, a partnership with Mountain Roots Cooking Matters class conducted at Mountain View, and so much more! Our outreach and interpretation / translation services has definitely increased our engagement with our Spanish-speaking community. We have engaged a contractor to have office hours and work on projects and individual interactions, which has allowed us to communicate effectively and timely with our tenants, ownership applicants, GV-HEAT program participants, and the general population. Rental and Homeownership interested lists have been moved from a manual process to Mail Chimp for automation, improved best practices and in preparation of a communication plan implementation.
4. Improve Website Content Provide clear, easy access to content and available resources that inform and supports our programs, opportunities, and projects. <i>As needed to support current activities. Complete assessment / redesign to begin Q3 2025</i>	We applied for a SIPA Grant to fund a website redesign and outreach project to improve our ability to provide timely and pro-active communications to our community members, funders and stakeholders. Unfortunately we did not get that grant and we will now start planning on how to accomplish this project through other means. Projected for Q3 along with a Marketing and Communication Plan. We have updated Property Management and Homeownership forms on our website and removed irrelevant content to streamline search and accessibility to information

Objective Preserve & Improve Existing Affordable Housing Projects & Programs	Q1 2025 UPDATE
Strategy	
1. Optimize Current Programs Increase efficiencies, opportunities and capacity in current programs that will enable GVRHA to respond to the growing Affordable Housing needs in the community. <i>12/31/2024 & Ongoing</i>	<p>Role definition and clarity has enabled us to create focus, reduce unnecessary redundancy and capitalize on specialization, thus optimizing the way we work. This has been a culture shift in the organization that will continue to benefit us as we grow and implement new programming.</p> <p>Many of the increased efficiencies, opportunities and capacities have been addressed in other areas</p>
2. Increase Fee for Service Create a Fee for Service Proposal and incorporate into the IGA by identifying opportunities in our existing projects and programs to help expand and increase services. <i>2025 Budget - Timeline TBD</i>	<p>The increased financial clarity has enabled us to see what fees we need to charge to cover our Property Management Operational costs, and informed our re-negotiation of our Property Management agreement with the County and the adjusting of salary reimbursements on the properties that have them.</p> <p>We have also identified that application fees were not always being funneled to PM Operations to cover the costs incurred to screen applicants, as well as some qualification fees outlined in Deed Restrictions that we never collected, and GVHeat administrative fees that were not reimbursing Operations to cover admin costs for the program (\$32k).</p> <p>We also identified that we never billed and collected admin fees for servicing the Delta Loan Portfolio, and uncovered that until and unless we implement a new loan program we will not be able to collect future fees. We were able to go back and apply for 2022-04/2024 admin fees amounting to \$34.8k</p>
3. Fund Existing Programs Identify & seek funding opportunities for existing Projects and Programs to accelerate impact to the community. <i>Begin Identification Process Q1 2025</i>	<p>GV-HEAT applied to the Mountains and Plains Environmental Justice Grant (MAP EJ) program through the EPA to build capacity within GV-HEAT in the amount of \$330,620. We were awarded the grant, and prior to contract execution and funding, MAP EJ notified us that they received termination from the EPA for the project, and they were forced to formally close the MAP EJ Grants Hub.</p> <p>GVRHA applied for a \$150k SIPA grant to fund website redesign and communications plan that was not awarded to us, however we received a small DOLA Planning Grant of \$11,250 to cure the HNA deficiencies.</p> <p>Homeownership has applied for approx \$30k CHFA direct effect grant to fund education programming.</p>
4. Implement IGA Process Implement Annual IGA Review Process to assess and align GVRHA expectations and performance of core duties, fee for service, program offerings & funding. <i>8/31/24</i>	<p>Hoping to continue to improvethis process and hav it become more streamlined going forward.</p>

Objective	
Address the Community Need with New Programming	Q1 2025 UPDATE
Strategy	
1. Create Regional Housing Action Plan	
<p>Address the needs identified in the 2024 Housing Needs Assessment results and align with each jurisdictions' housing initiatives, with the purpose of ensuring clarity and alignment for all GVRHA efforts.</p> <p><i>Begin Q1 2025</i></p>	<p>Based on conversations with the JD Managers, it was decided to push this off until some of the current planning initiatives (3-mile plan, corridor plan, etc.) are further along or completed as those planning efforts will help inform a Regional Housing Action Plan.</p>
2. Implement New Programming	
<p>Implement community education and assistance programs to best support the needs identified in the 2024 Housing Needs Assessment, and align with the Regional Housing Action Plan.</p> <p><i>Begin Q2 2025</i></p>	<p>GVRHA Board Members are beginning to have more strategic conversations about what new programming we should lean into given the progress made on the current Strategic Plan.</p>
3. Fund New Programs	
<p>Secure grant funding, create private-public partnerships, implement fee-for-service and other funding opportunities to execute on the Regional Housing Action Plan and fund new projects and</p> <p><i>As Opportunities Arise and Begin Proactive Effort Q3 2025</i></p>	<p>SAME NOTE AS ABOVE - to include funding opportunities for any proposed new programming</p>
4. Solve for GVRHA Transaction Broker	
<p>Reduce re-sale deed restriction cost and help fund administration costs of program.</p> <p><i>Begin gathering information immediately, present a plan Q4 2024; likely a 2 year plan minimum.</i></p>	<p>GVRHA will not be operating as a transaction broker in any deed restriction resale transactions.</p> <p>In an effort to enable the buyer and seller to have their own representation in the sale and purchase of deed restricted homes, reduce the transaction fee, and minimize any potential conflict of interest, it has been determined that transaction brokerage is not a revenue stream that GVRHA should pursue. Instead, we will be implementing a 'Participating Broker' program in 2025 in partnership with the Realtor community.</p>

Objective Be THE Affordable Housing Leader, Expert & Resource in the Valley	Q1 2025 UPDATE
Strategy	
1. Lead the Housing Task Force Increase the understanding, sophistication & accountability in the coordination & execution of the Housing Action plan. <i>Start Leading the Task Force in Q4 2024 after summer break</i>	<p>An outcome of the 2025 IGA funding conversations was to reassess the need for a Housing Task Force; what it is, the purpose, who it serves, who participates, and what it does.</p> <p>Will conduct this assessment by gathering input from Jurisdiction staff and stakeholders and report back to board - NO CHANGE</p>
2. Develop New Partnerships Support the development, design and delivery of new projects and programs that align with the Regional Action Plan to the community. <i>Begin relationship development immediately & ongoing.</i>	<p>ED continues to have conversations with developers and how we can help them deliver housing inventory to the market. Q3 initiative is to work with JD Planners to put together a "Developer Package" to outline needs, requirements, preferences, incentives, process, etc. of what they should know to help streamline their planning process to get to development faster.</p> <p>We will also work towards a SLP offering to present to developers.</p>
3. Implement Continuous Education Identify education opportunities for ED, Staff & Board to increase knowledge, legal & technical expertise, and remain current to help us become: THE AFFORDABLE HOUSING AUTHORITY <i>Present plan in 2025 Budget</i>	<p>2025 planned continued education for Property Management is focused on LIHTC and HUD certification updates, process, best practices and maintenance engineer is being trained on the mechanicals of the buildings we manage.</p> <p>ED and Sr. Property Manager are attending the PHADA Conference. ED, Sr. PM and Homeownership Program Manager will be attending Housing Colorado Conference.</p> <p>Exploring HUD / CHFA Homebuyer Education certification training for Homeownership Program Manager to fulfill the education requirements for many Deed Restrictions and some Loan Programs. Could be a potential revenue stream to provide for neighboring mountain communities.</p>
4. Be the Regional Leader Be the leader on affordable housing issues, solutions, land use planning best practices and resources. <i>Everything we do will be working towards meeting this objective, starting immediately and ongoing.</i>	<p>Everything we do will be working towards meeting this objective, starting immediately and ongoing.</p>

SUMMARY OF Q1 2025 ACTIVITIES BY PROGRAM

PROPERTY MANAGEMENT ACTIVITY

Property Management has been focused on the Lease-up of Sawtooth II in Q1. They have been busy conducting marketing, outreach, an information & application night, translation and interpretation services, applicant qualifying and screening, a groundbreaking, open house and finally... occupancy. We had 75 applications in a 3-week application period. 53 applicants were initially approved, and a 28 screened. We created and conducted a private (recorded), fair, repeatable successful lottery process.

We recently held a class for Spanish-speaking residents of Sawtooth 1 and 2 titled 'Know Your Lease' with interpretative services. Topics covered were lease terms, rules of the property, and general 'be a good tenant' practices. 20 tenants RSVP'd and the class was attended by 19 people.

Property Management Maintenance is now an in-house service provided to our properties with a full-time Maintenance Engineer on staff. This allows us to be on-site more frequently and provide more preventative maintenance and inspections than we have previously been able to do with the contractor model. Our Maintenance Engineer has been participating in training on the mechanical systems of the buildings, window seal repairs, and will continue to gain the skills to minimize higher cost normal maintenance and minor repair bills.

We have increased our tenant services for our Mountain View occupants with the addition of a monthly newsletter, quarterly birthday celebrations, a Cooking Matters class by Mountain Roots, a Piano Concert by local musician David Bergstrom, and a nature program with Arden Anderson, just to name a few of the services. Participation is increasing with each event, and the GVRHA Staff is frequently in attendance and enjoy interacting with this special group.

GV-HEAT ACTIVITY

- Received \$57,918 Energy Outreach Colorado (EOC) outreach grant for 2025 to continue with successful outreach campaign to income-qualified households. For the third time this grant was fully funded.
- Received award letter from the Mountains & Plains Environmental Justice (MAP EJ) Grants Hub for the Gunnison Valley Home Energy Advancement Team (HEAT) Capacity Building Project through Region 8 EPA. Unfortunately, MAP EJ funding has subsequently been terminated and the Hub has closed.
- Recruited two instructors to teach income-qualified participants how to cook on induction stoves. A pilot project - 4-week community cooking class at the Fred Field Center using portable induction stoves organized by GV-HEAT in collaboration with Mountain Roots. Induction stoves heat food with electricity and magnets and is faster, safer, and more energy efficient.
- Conducting outreach to 58 past GreenDeed participants in the Town of CB to alert them about Phase II rebate opportunities when they pursue further weatherization, electrification, or renewable energy projects as encouraged in their energy reports.

- Mailed GreenDeed eligibility letters to 152 households residing in deed-restricted Crested Butte properties and 49 households residing in deed-restricted Mt.Crested Butte properties.
- Mailed CARE applications (115) and Weatherization Assistance Program (19) applications to recipients of LEAP, an energy bill assistance program.
- Recruited a new contractor to work with GV-HEAT. Contractor will be trained in weatherization techniques by current contractor.
- Submitted annual report to Community Foundation of the Gunnison Valley (CFGV) about results of the 2nd year of local contractors teaching building science to Construction Trades high school students at Gunnison High School. Contractors finalized a detailed curriculum and daily lesson plans that can be used for future instruction.

Q1 Program Delivery Data

CARE – Colorado Affordable Residential Energy

A state-run program assisting income-eligible households with free home energy assessments and eligible upgrades to improve a home's comfort, safety, and efficiency. Households are eligible when they are at 80% Area Median Income (AMI) income or less. The goal was to serve 30 valley homes in 2025.

- CARE - Applications Approved - 10
- CARE - Assessments Completed - 7
- CARE - Homes Retrofitted - 3

GreenDeed

In 2025 we aim to serve 18 homes in CB and 15 homes in Mt.CB.

Enrollments Received – Crested Butte – 5 / Mt. CB - 6

Assessments Completed - Crested Butte – 0 / Mt. CB - 0

Energy Smart Colorado (ESC)

Energy Smart Colorado is partnering with GV-HEAT as a resource hub. In 2025 ESC energy assessments for all incomes are valued at \$500/home. Through GCEA/Tri-State/ESC and through Gunnison City Electric/ESC, GV-HEAT offers a \$450 discount with a homeowner co-pay of \$50.

Assessments Completed through April:

GCEA/Tri-State - 4 / Gunnison Electric - 4

HOMEOWNERSHIP ACTIVITY

GVRHA's Homeownership Program has a new Program and Compliance Manager as of Mid-February 2025.

We have had (4) Deed Restricted Home Resales in Q1 2025 – (2) in Mt. CB, (1) in Crested Butte and (1) in Gunnison. We are gathering many aspects of data on all sales going forward as it relates to sale reasons, tracking mobility in program, appreciation gain, interest and activity, and much more.

Resale Progress Dashboard		
Resales Completed	Average Time from Listing to Closing	Average Amount Change from Listing Price to Sale Price
4	41	\$0
Average Number of Applicants per Property	Average Number of Offers per Property	
2.2	1.25	

Another focus of the homeownership program is developing relationships with Brokers, Lenders and Title Companies to inform, educate and partner in these sale transactions. We have been finalizing and socializing our Broker Participation Program in an effort to offer reduced, fixed-cost representation of the buyer and seller of the deed restriction sale transaction in lieu of GVRHA operating as a transaction broker. Anticipated rollout is Q2.

Compliance

A full assessment of Quickbase was conducted prior to renewing the contract for 2025. Based on the state and stage of the build-out that was done, the cost of the renewal, and the amount of developer time and hours that would be required to have the tool ready to run compliance, a decision was made to not renew the Quickbase subscription for 2025 and focus instead on running compliance. Delaying the start of compliance was not an option. We officially kicked off compliance in April 2025.

We have been focused on creating strong processes, understanding of deed restrictions, and relationships with the community and stakeholders in the homeownership process. This includes gathering insights from professionals in other mountain towns across Colorado and working closely with jurisdictions to align with community needs. Our central focus continues to be Education and Compliance.

Pitchfork in Mt. CB is the first neighborhood we are running full compliance on – kicked off, and we are working through Crested Butte's list of Non-Compliance reports that have been received.

The following snapshot of Compliance progress is current as of 5/9/2024:

2025 Progress Dashboard		
Number of Confirmed compliant Properties/Units	Compliance Letter's sent	Homeowners Connected With
6	22	18
# of Properties Under Review	Average Response Rate Time (Days)	Average Response Rate
34	12.43	68%
Average Days to Completing Compliance		
14.25		

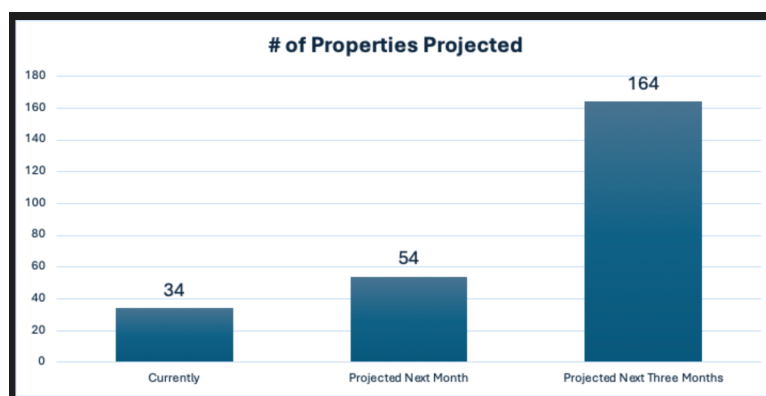
As part of the compliance monitoring process for the Pitchfork properties, we've received a variety of responses thus far that offer insight into both the community's appreciation for affordable housing and the need for ongoing education around expectations. One long-term resident wrote, "I appreciate you trying to protect affordable housing, but I'm unsure why I need to provide this information. I have owned my condo, lived full time in it, and I have worked solely in CB since 2008."

A few homeowners provided detailed clarification with their submissions, often anticipating follow-up questions. Additional inquiries are regarding working for employers whose home office is elsewhere, but they work locally and serve the community. We also received some broader questions during initial outreach, such as "What happens if I retire?" and "Can I own property outside Gunnison County?" Overall, responses have been largely constructive, with homeowners demonstrating a willingness to comply while also expressing the desire for a transparent process.

We have received strong pushback from one homeowner regarding the requirement to provide tax returns to verify that 80% of their income is earned locally, and we have identified one likely non-compliant property and are working closely with the Town of Mt. CB and the homeowners in both instances.

After Pitchfork, we will shift our focus to Verzuh and Kapushion in Crested Butte, then Paintbrush in Gunnison. As we move through and assess the gathered data, we will be able to make data-informed projections of when we anticipate touching all deed restrictions.

We are working intentionally through the process programmatically and individually, as we establish relationships with the homeowners and set expectations going forward, while allowing time to understand their deed restriction and ask questions.



Crested Butte Town Council Upcoming Agenda

June 2 - Packets out Friday, May 23rd

Work session – Begin at 5:00

- Long-range financial planning work session #3

Regular Meeting

- | | |
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| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Red Lady Roundabout Design Contract Approval – Shea c. Ord ___, Ground Lease with GCEA for EV Chargers at Tennis Courts, 1st reading – Dara d. DC Fast Charging installation contract – Shea e. Community Grants – Kathy f. Selection of Consultant for Facilities Energy Efficiency and Electrification Plan – Shea g. CBCS Easement Agreement – Shea h. Whetstone utility easement with Gunnison County- Shea i. Extinguishment Agreement for Deed Restrictions – Karl & Jessie j. Q1 Financial Report - Kathy | <ol style="list-style-type: none"> 2. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. Ord ___, Update map for vacation rentals in Town, 2nd reading - Lynelle b. Ord 4, Option & Lease with GCEA for solar installation at Avalanche Park, 2nd reading – Dara/Dannah c. 4. <u>New Business</u> <ol style="list-style-type: none"> a. Continue discussion on Community grants – purpose and administration – Kathy/Grants Committee b. Cost analysis of composting program – Dannah/Dara c. Annual update of Affordable Housing Guidelines – Erin d. 5. <u>Exec Session</u> |
|--|--|

June 16 - Packets out Monday, June 9th – Dara & Ian out

Work session –

- PROST Plan
 - Define service and priority areas
 - Public engagement plan

Regular Meeting

- | | |
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| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. SH 135 Corridor Plan IGA – Mel c. IGA with Gunnison County re: Red Lady roundabout – Shea (Placeholder – waiting on grant docs from Feds) d. 2. <u>Presentation</u> | <ol style="list-style-type: none"> a. Annual Report on Visitor Center operations – Chamber Director 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. Ord ___, Ground Lease with GCEA for EV Chargers at Tennis Courts, 2nd reading - Shea b. c. |
|---|--|

4. New Business
 - a. Community Plan Adoption
Consideration – Mel
 - b. Center for the Arts property transfer –
Kathy/Karl
 - c. Gourmet Noodle liquor license transfer
- Lynelle
5. Exec Session

July 7 - Packets out Monday, June 30th

Work session –

- Building Code
 - Debrief on electrification
 - Overview of changes with 2024 IBCC

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
 - b.
2. Presentation
 - a. MX 5-Year Plan - Jeremy
3. Public Hearing
4. New Business
 - a.
5. Exec Session

July 21 - Packets out Monday, June 14th

Work session –

- Long-range financial planning work session #4

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
 - b.
2. Presentation
 - a.
3. Public Hearing
4. New Business
 - a.
5. Exec Session

August 5 Tuesday - Packets out Monday, July 28th

Work session –

- PROST Plan - Affirm goal statement and success measures

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
 - b. Ord __, Amending Sec 13-5-60 to
match SAYT program, 1st reading -
Shea
2. Presentation
 - a.
3. Public Hearing
 - a.
 - b.

4. New Business
 - a. First Reading – 2024 Building Code adoption
5. Exec Session

August 18 - Packets out Monday, August 11th

Work session –

- Budget kick-off – Refining strategic plan and specific actions for 2026
Compass kick-off and recap of planning efforts culminating in updated capital plans

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
2. Presentation
 - b. Ord __, Amending Sec 13-5-60 to match SAYT program, 2nd reading - Shea
3. Public Hearing
 - a. Public hearing – 2024 Building Code adoption
4. New Business
 - a. Exec Session

TUESDAY - September 2 - Packets out Monday, August 25th

Work session –

- Plastic Pollution Reduction Act, local implementation - Dannah

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
2. Presentation
 - a. New Business
3. Public Hearing
 - a. Exec Session

September 15 - Packets out Monday, September 8th

Work session –

- Budget Work session

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
2. Presentation
 - a. Red Lady Roundabout 30% design – Shea/Mel
3. Public Hearing
 - a. New Business
4. New Business
 - a. Resolution, IGA with Mt CB Water & San for Solids Processing – Shea

a.

5. Exec Session**October 6 - Packets out Monday, September 29th**

Work session –

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Regular Meeting

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle 2. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> | <ol style="list-style-type: none"> a. 4. <u>New Business</u> <ol style="list-style-type: none"> a. Draft 2026 Budget – b. |
|--|--|

Exec Session**Future/Annual Items**

January – Resolution setting posting places

- Annual resolution approving Council Rules of Procedure
- Annual review of progress on Council goals/priorities
- Annual review of grant applications/awards
- Presentation from QQ (following elections)
- CIRSA elected officials training (following elections)
- Presentation from Region 10 (following elections)
- Town Attorney quarterly report

February – Year-end report from Chamber of Commerce

- Mt. Express annual report
- Year-end financial summary

March - Annual review of traffic calming and parking management (include bike safety) – 2nd meeting so can have President's Day data

April - Q1 review of progress on Council goals/priorities

- review of grant applications/awards
- Town Attorney quarterly report

May – Q1 financial summary

- Legislative Session summary
- review of grant applications/awards

June – Annual Report on Visitor Center operations – Chamber Director

July – Q2 review of progress on Council goals/priorities

- Town Attorney quarterly report

August – Initiate annual budget with Council

September – Q3 review of progress on Council goals/priorities

- Q2 financial summary
- review of grant applications/awards
- Annual budget work sessions with Council

October – Snow Plan

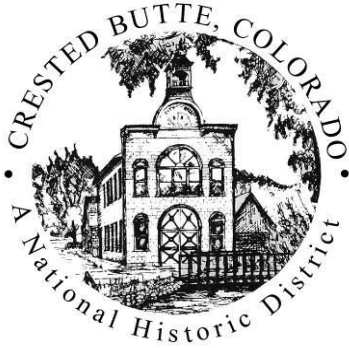
- Annual revisiting of the Climate Action Plan – strategies & actions
- 15th – deadline for presentation of the annual budget
- Annual rental agreement with WEHA
- Town Attorney quarterly report

November – Annual report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte

- Q3 financial summary
- Board & Committee appointments (following election)
- Appointment of Mayor pro-tem (following election)
- Adoption of annual budget (Nov or Dec depending on election cycle)

December – Funding agreement with Chamber of Commerce

- Agreement with GVRHA for Green Deed
- PROST Plan - Finalize goal statement and success measures and review recommended priorities



Staff Report

May 19, 2025

To: Mayor and Town Council

Prepared By: Shea Earley, Public Works Director

Thru: Dara MacDonald, Town Manager

Subject: **RV Dump Station Improvements Discussion**

Summary:

The Town of Crested Butte (Town) RV dump/fill station (RV Station) is a public amenity that is located at the southeast corner of Eighth St. and Butte Ave, across from the Wastewater Treatment Facility. Between the fall of 2020 and 2022, Town Council had multiple discussion and eventually approved a project aimed at upgrading the RV station based on increased usage of the facility and safety concerns related to the increased traffic. The intent of this project was to abate safety concerns arising from the increase in usage seen during the COVID pandemic.

Town Staff is looking to confirm these plans based on the decreased usage that we have seen since COVID, as well as the significant cost increases we have seen in the construction industry.

Previous Council Action:

- October 5, 2020: Council discussion on relocation of RV Dump/Fill Station. Direction to engage with STOR committee
- April 5 and May 17, 2021: Approved establishment of queue lane off northbound Eighth Street. Wayfinding signs updated along with seasonal creation of the queue lane.
- October 17, and November 21, 2022 and January 3, 2023: Discussion of alternatives for the future of the dump station and direction to keep the dump station open and investments described below and investigation of possible relocation as part of Whetstone project.

Background:

The primary purpose of the RV station is to provide an accessible location for RVs, campers, boaters, etc. to acquire potable water and deposit their waste generated during their recreational activities. Additionally, it serves as a buffer to protect the environment by facilitating an easy access location to deposit waste.

The Town established an RV station in the 1990s, which consisted of nothing more than an accessible manhole with an aluminum lid. In 2015, the Town constructed improvements to the RV station to the tune of approximately \$20,000 in contractor costs and an additional \$20,000 in in-kind labor and support from Town Staff. At that time, upgrades included a lockable sanitary sewer

fill port, a potable water spigot, non-potable spray down station, an access drive off the roadway, and containment infrastructure, if any spills were to occur.

During COVID, the Town saw a dramatic increase in RV dump station usage, leading to a Town Council discussion around improving the RV station to address safety concerns raised by the community.

At that time, the Council also discussed alternative site locations for the RV station, including Eighth Street, across from the Public Works Shops (street sweeper cleanout area), as well as Avalanche Park. Due to costs associated with the relocation of the street's sweeper cleanout and conflicts with Public Works (PW) and Mt Express traffic coming for the PW Shops, the relocation of the RV station to Eighth Street was not considered. With respect to Avalanche Park, based on the way the County designed the Whetstone Utility Improvements, there is no practical way to tie an RV dump station into the system.

It should be noted that the decision to improve the RV station occurred during an extraordinary year. COVID brought an unprecedented volume of people into the valley. In turn, the level of usage seen at the RV station was the highest that we have seen over the last decade as indicated by the annual revenue generated. See table below.

Table 1: RV Dump Station Annual Revenue

RV Dump Station Revenue		
Year	Revenue	Notes
2016	\$3046	
2017	\$4427	
2018	\$5449	
2019	\$5922	
2020	\$12447	COVID Year
2021	\$6795	
2022	\$6830	
2023	\$6508	
2024	\$3882	RV Station Closure due to Paving Project

Since the initial Council discussions in 2021 and 2022, the Town has performed the following improvements on the RV station:

- 2021 – Developed a que lane on the east side of the Eighth Street ROW.
- 2022 – Extended existing storm water infrastructure
- 2023 – Performed environmental assessments and limited engineering
- 2024 – Incorporated valley pan/curb and gutter improvements along the east side of the Eighth Street ROW as part of the 2024 Paving Project.

Discussion:

Based on community feedback and subsequent Council discussion, the overarching goal of the RV dump station improvement was to address safety concerns, which include RV parking on Butte Ave to access the station and queuing in roadways, as well as managing operational times of the RV dump station.

The RV dump station improvements are poised for construction this fall; however, given the reduction in usage since 2020, coupled with ever increasing construction costs, staff would like to confirm the desire to make improvements to the station at this time.

Based on the 2020 Council direction, the scope of the proposed project includes:

- Developing and paving of the access lane (que lane) along Eighth Street. \$30,000
- Installation of an underground water service. \$20,000
- Curb and Gutter removal and replacement. \$9,000
- Installation of two kiosks with automated access and credit card reader for sanitary sewer and potable water. \$17,000 (plus \$4,000 in annual service fees)
- Fence separating Butte Ave from station (discourage parking in Butte Ave). \$5,000

Que Lane Along 8th Street: Town Staff began to integrate the proposed improvements into the RV dump station starting in 2021 and 2022 with the development of the access drive/que lane along the east side of Eighth Street. In 2024, valley pan improvements were made on the east side of Eighth Street, adjacent to the access drive/que lane, as part of the 2024 paving project. These two improvements were made to mitigate the concern of RVs queuing on the roadway.

At this time, given the goals and objectives of the project, staff would recommend reducing the scope by removing the asphalt paving and remaining curb and gutter improvements, as these are not necessary to address the safety concerns raised by the community. Additionally, given the recent conversations around streets maintenance costs, the capital and ongoing maintenance costs associated with paving the access drive/que lane, as well as the seasonality of its use, do not justify the need for a paved surface. Based on that, Staff would not recommend any additional asphalt or curb and gutter improvement at this time.

Water and Wastewater Kiosks: The improvements contemplate the installation of two kiosks to facilitate payment for use of the facility. The kiosks would also manage the RV dump station's operational hours. Currently, the station is designated to be open from 800 AM to 800 PM, for non-commercial use. However, we do not have a way to enforce this, nor have the staff present seven days a week to open and close the station. Finally, the kiosks would provide a credit card reader for payment, thereby taking the place of the voluntary pay tube that is currently at the station.

Due to the ongoing costs to operate the kiosks compared to the annual revenue generated by the RV station, coupled with the lack of any real operational value beyond managing when the station can be utilized, Town Staff recommends removing this from the scope of the project.

Fence along Butte Ave: The addition of the fence along Butte Ave is a reasonable improvement given that it will help discourage RVs from parking in the eastbound lane of Butte Ave to access the station. Also, the costs associated with this improvement are not exorbitant. Staff recommends installing a seasonal fence.

Potable Water Service: The potable water service will eventually need to be upgraded as we currently utilize a temporary service line from the WWTP to provide water service. This

improvement will cost approximately \$20,000 given the limited access to a water main, conflicts with existing utilities, and the number of street cuts necessary to install the service. This work could be performed now or in subsequent years to correlate with the paving of the Butte Ave. and Eighth St. intersection, which would facilitate cost sharing between projects and reduce the overall costs of the improvement. Staff recommends postponing the installation of the water line to align with paving improvements that are scheduled in the Butte Ave and Eighth St intersection in the coming years.

Financial Impact:

The Town's 2025 budgets approved \$75,000 for this project. Based on Staff's recommendation, The Town would spend approximately \$10,000 this year installing the fence and boxes to deter queuing or parking within the roadway to access the RV station. These improvements would be designed to force RVs into the access drive to queue and use the facility. The Town would also install better wayfinding signage to help RVs enter and exit the facility appropriately.

Recommendation:

Staff recommends scaling back the scope of the RV station improvements to include fencing, boxes, and signage necessary to mitigate the safety concerns raised in the previous Council discussion.



City of Gunnison City Council Agenda

Regular Session

Tuesday, May 13th, 2025 at 5:30pm

Council meeting is held at City Hall, 201 West Virginia Avenue, Gunnison, Colorado 2nd floor Council Chambers with [Zoom remote access](#).

Approximate meeting time: 90 minutes

The public may attend this City Council meeting in-person or via Zoom with phone or computer access. For remote access please use [Zoom Registration](#).

I. Presiding Officer Calls Regular Session to Order (silent roll call)

II. Announcements

Background: Council and/or City Staff may give announcements related to upcoming City events, projects, or acknowledgements.

Staff Contact: Council and City Staff

Public Comment: not applicable.

Action Requested of Council: No action requested; updates only.

Estimated Time: 10 minutes

III. Western Colorado University Liaison Announcements

Background: During the academic year, the Western Colorado University Liaison may give announcements related to upcoming University events and programs.

Staff Contact: Townes Bakke, Western SGA Vice President for External Affairs

Public Comment: not applicable.

Action Requested of Council: No action requested; updates only.

Estimated Time: 5 minutes

IV. Public Input

At this time, members of the public may provide comments to Council in English or Spanish on topics that are not on the agenda. Any questions will be received as comments and potentially responded to by the appropriate staff or Council member, following the meeting. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.

V. Consent Agenda

The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. The agenda items will not be separately discussed unless a councilor removes an item from the Consent Agenda.

Staff Contact: Erica Boucher, City Clerk

Public Comment: not applicable.

Action Requested of Council: Consider a motion to approve the Consent Agenda with the following items:

- A.** Authorize the City Manager to execute Amendment No. 1 with Browns Hill Engineers & Controls in the total lump sum amount of \$82,140 to improve functionality and support of the Wastewater SCADA network.; and
 - B.** Authorize the City Manager to execute a contract with High Country Low Voltage for the not to exceed amount of \$59,750 to provide a high-quality sound system upgrade for the Recreation Center; and
 - C.** Authorize out of state travel for Ricardo Esqueda, Community and Policy Liaison, to attend the Welcoming Interactive Conference in Detroit, Michigan from the dates of May 20th-22nd, 2025; and
 - D.** Acknowledge the update on the City's continued participation in the National Flood Insurance Program's Community Rating System.
- Estimated Time: 5 minutes

VI. Proclamations, Recognitions, and Appointments

A. Proclamation Proclaiming May 2025 as "Mental Health Awareness Month" in the City of Gunnison, Colorado

Background: The Gunnison City Council periodically presents proclamations at Regular Session City Council meetings. If approved, this proclamation will be presented to representatives of Tri-County Health Network, "a nonprofit organization committed to collaborating with our communities to improve healthcare for everyone."

Staff Contact: Erica Boucher, City Clerk

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to approve the proclamation proclaiming the month of May as "Mental Health Awareness Month."

Estimated time: 10 minutes

B. Resolution No. 12, Series 2025: A Resolution of the City Council of the City of Gunnison, Colorado, Commending Townes Bakke for Outstanding Service as the Student Liaison on the Gunnison City Council, Representing Western Colorado University from August 27, 2024, through May 13, 2025.

Background: Western Colorado University's (WCU) Student Government Association Vice President for External Affairs participates in City Council meetings as the Western Liaison. At the end of the academic year of service, the Gunnison City Council traditionally presents a resolution recognizing the Western Colorado University student who served as Western's Student Government Association Vice President for External Affairs and Western Liaison to the Gunnison City Council.

Staff Contact: Erica Boucher, City Clerk

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to approve Resolution No. 12, Series 2025 and, if approved, read the resolution aloud in full.

Estimated time: 10 minutes

VII. New Business

A. Public Hearing and Consideration of Approval for A Tavern Liquor License for RLM Concepts dba The Sage Grouse Lounge

The City of Gunnison asks concerned citizens to submit their comments in writing for the scheduled Public Hearing by 12:00 pm on Monday, May 12, 2025, to the City Clerk or attend the public hearing virtually or in person.

Background: Pursuant to the liquor laws of the State of Colorado and the City of Gunnison, Colorado, RLM Concepts dba the Sage Grouse Lounge, has requested that the licensing authorities of the City of Gunnison grant a Tavern License for dispensing malt, vinous and spirituous liquor by the drink for on-premises consumption at 110 E Georgia Avenue, Gunnison, Colorado.

Staff Contact: Erica Boucher, City Clerk

Public Comment: limited to five minutes per speaker.

Action Requested of Council: To consider public input on the application for a new tavern liquor license for RLM Concepts dba the Sage Grouse Lounge, at 110 E Georgia Avenue, Gunnison, Colorado 81230 and to consider a motion to approve, deny, or postpone the application, in accordance with specific findings.

Estimated time: 20 minutes

B. License Agreement for Sidewalk Cafe and Perimeter Barrier for the Sage Grouse Lounge located at 110 E Georgia Avenue

Background: Luke Martin dba Sage Grouse Lounge has submitted an application for a sidewalk cafe and perimeter barrier in the public right-of-way. City Code provides perimeter barriers as permanent features and requires City Council approval.

Staff Contact: Caree Musick, AICP, Planner

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to approve the license agreement with Luke Martin dba Sage Grouse Lounge for a sidewalk cafe and perimeter barrier in the public right-of-way at 110 East Georgia Avenue on the condition that the applicant shall comply with the terms of City Code 9.40.080

Estimated time: 5 minutes

C. Youth Challenge Grant Presentation

Background: The Youth Challenge Grant Program is a way for the City of Gunnison to fund new and creative endeavors for our younger citizens in Gunnison. On March 5, 2025, the Youth Challenge Grant Committee approved a grant for \$1,000 for Prom. Grant recipients are required to provide a brief report to City Council.

Staff Contact: Ben Cowan, Finance Director

Public Comment: not applicable.

Action Requested of Council: No action is requested. Report only.

Estimated time: 15 minutes

D. Final Plat of Replat of Tract B Subdivision for College Avenue

Background: The Planning and Zoning Commission held a public hearing for Sketch Plan on March 26, 2025, and approved the application. A public hearing for Preliminary Plat was held on April 23, 2025, as well as a regular agenda item for Final Plat. The Commission recommended approval of Major Subdivision SB 25-1, Final Plat

submitted by the City of Gunnison, representing Western Colorado University Foundation, to subdivide one parcel into two lots within the Commercial zone district.
 Staff Contact: Anton Sinkewich, Community Development Director
 Public Comment: limited to three minutes per speaker.
Action Requested of Council: Consider approval of Major Subdivision, SB 25-1 Final Plat, Replat of a portion of Tract B, Wilson Subdivision.
 Estimated time: 5 minutes

E. Contract Award, Travel Demand and Operational Analysis

Background: A Travel Demand and Operational Analysis is a systematic study that assesses transportation needs, evaluates current system performance, and forecasts future travel patterns.

Staff Contact: Pete Rice, P.E., Public Works Director
 Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to authorize the City Manager to execute a contract in the total not to exceed amount of \$139,792 with KLJ Engineering, LLC to complete the Travel Demand and Operational Analysis.
 Estimated time: 10 minutes

F. Finance Report, 2025 First Quarter

Background: Finance Director Ben Cowan will present a quarterly finance report through March 31, 2025.

Staff Contact: Ben Cowan, Finance Director
 Public Comment: limited to three minutes per speaker.

Action Requested of Council: No action requested; report only.
 Estimated time: 15 minutes

IX. Old Business

None.

X. Regular Session Meeting Adjournment

The City Council Meeting agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded. Meeting minutes are posted at City Hall and on the City website within 10 business days following the meeting at www.gunnisonco.gov. Work sessions are recorded however minutes are not produced. For further information, contact the City Clerk's office at 970-641-8140.

TO REQUEST INTERPRETATION SERVICES OR TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 48 HOURS BEFORE ALL MEETINGS AT 970.641.8140.

City of Gunnison City Council meeting video recordings can be viewed at [City of Gunnison Colorado - YouTube City of Gunnison](https://www.youtube.com/channel/UCv3v3v3v3v3v3v3v3v3v3v3)

City Council official audio recordings and publicly noticed meetings minutes can be viewed at www.gunnisonco.gov

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

143

DATE: Tuesday, May 6, 2025 **Page 1 of 2**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-04714; Irwin Backcountry Guides LLC dba Taylor River Lodge; 7/6/2025 to 7/6/2026
 2. Alcohol Beverage License #04-01232; Skyhigh Colorado LLC dba Taylor Park Trading Post; 7/1/2025 to 7/1/2026
 3. Alcohol Beverage License #03-18448; Sapinero Village Inc dba Sapinero Village; 4/4/2025 to 4/4/2026
 4. Alcohol Beverage License #03-19226; Powder Monarch LLC dba Monarch Ski and Snowboard Area; 7/12/2025 to 7/12/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. April 15, 2025 Regular Meeting
 2. April 22, 2025 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Amendment #4; Aviation Project No. 110015580.04; Gunnison-Crested Butte Regional Airport; \$44,930
 2. Contract Amendment #5; 23 IBEH 174456; Sheriff's Office; 7/1/2025 to 6/30/2026; \$168,000
 3. Grant Application; 2025 Community Grants Application; Health and Human Services; \$3,750
 4. Professional Services Agreement; RRC Associates; Community and Economic Development; 4/26/2025 to 6/30/2025; \$9,900
 5. Agreement Regarding Payment for Coroner's Work Space; PCL – CO Assets, LLC dba Gunnison Funeral Services; Coroner's Office; 5/1/2025 to 4/30/2026; \$7,800
 6. Grant Application; Rotary Club of Crested Butte; Juvenile Services; \$5,000
 7. Letter of Support; Representative Hurd; Brush Creek Intersection Improvements; Community Project Funding Request
 8. Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP); Adena Corporation; Facilities; 4/28/2025; \$137,971
 9. Award Letter; Gary Community Ventures; Health and Human Services; \$100,000
 10. Professional Services Agreement; Souder Miller and Associates; Public Works; 5/6/2025 to 12/31/2025; \$59,820
 11. Award Letter; Dental Health Care Program for Low-Income Seniors; Health and Human Services; FY2025-26; \$10,010
 12. Memorandum of Understanding; State of Colorado Department of Human Services; Health and Human Services; 7/1/2025 to 6/31/2026
 13. Grant Application; 2025 Injury and Violence Prevention Mini-grants Initiative; Health and Human Services; \$10,000

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

144

DATE: Tuesday, May 6, 2025

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

14. State of Colorado Intergovernmental Grant Agreement; Colorado Energy Office; Public Building Electrification Grant Program (PBEG); Facilities; 5/6/2025 to 4/30/2030; \$153,500
15. Professional Services Agreement; Gunnison Valley Mentors; Health and Human Services; 6/1/2025 to 12/31/2025; \$5,000
16. Quote 1150047-2; United Companies; Public Works; \$7,083.40
17. Professional Services Agreement; RG and Associates, LLC; Public Works; 5/6/2025 to 12/31/2025; \$21,150

8:35 am

- County Manager's Reports

8:40 am

- A Resolution Adopting Policy 1.2.11.2.5, Records Retention Schedules – Board of County Commissioners

8:45 am

- Boundary Line Adjustment; LUC-24-00040; Little Jackson LLC

8:50 am

- Gunnison Area Plan; Special Area Designation; Community and Economic Development

9:05 am

- **UPDATED:** Memorandum of Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado and the Roaring Fork Valley Wildfire Collaborative Regarding U.S.D.A. Secure Rural Schools and Community Self-Determination Act, Title III Awards for 2024 Associated with Wildfire Mitigation Activities in Gunnison County, Colorado; Roaring Fork Valley Wildfire Collaborative (RFVWC); Emergency Management; 5/6/2025 until completed; \$10,000

9:25 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- **Executive Session,** pursuant to C.R.S. §§ 24-6-402(4)(b) and (4)(e)(I): Conference with County Attorney, Deputy County Attorney or Assistant County Attorney to receive legal advice related to the property tax abatement appeal by Matthew Smith BAA Case no. 2024BAA2411 and the proposed settlement
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

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GUNNISON COUNTY BOARD OF COMMISSIONERS
SPECIAL WORK SESSION MEETING AGENDA – REVISION #1

145

DATE: **DAY CORRECTION** Monday, May 12, 2025

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

12:00 pm

- Work Session with District 3 Congressman Jeff Hurd and the Board Of County Commissioners
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

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**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MEETING AGENDA**

146

DATE: Tuesday, May 13, 2025 **Page 1 of 1**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

8:30 am

- County Attorney Performance Update

8:50 am

- Gunnison-Crested Butte Regional Airport Performance Update

9:10 am

- A Resolution Supporting Public Lands Discussion

9:25 am

- Break

9:30 am

- 2025 Ballot Initiative; County Road Network Existing Conditions Report; Public Works
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

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*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

From: [Jodi Payne](#)
To: [Town Council](#)
Cc: [Holly Conn](#)
Subject: GCFP/ MRFP Request to Speak at Town Council Meeting
Date: Friday, May 2, 2025 4:17:44 PM

Dear Crested Butte Town Council,

Holly Conn, Executive Director of Mountain Roots Food Project, and I would like to request time on the agenda at an upcoming City Council meeting. With ongoing federal funding cuts, critical community programs—such as Healthy Futures AmeriCorps—are at serious risk. Just this week, GCFP lost funding for a service member through the AmeriCorps Public Health program due to these cuts.

At the same time, the need for food assistance in our community continues to rise, while the funding for the people doing this essential work is disappearing. We'd like to raise awareness of this growing challenge and invite the Town Council into thought partnership as we look for sustainable solutions.

Please let me know what steps we need to take to get on the agenda.

Thank you,
Jodi

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Jodi Payne
Executive Director
Gunnison Country Food Pantry
[Need Food? Click Me!](#)
[970-641-4156](tel:970-641-4156)

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